

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Joseph M. Strickland, Master-in-Equity

Case No. 2023-001054

Wells Fargo Bank, National Association, not in its individual banking capacity, but solely as
Trustee on behalf of Green Tree Mortgage Trust 2005-
HE1 Respondent,

vs.

James E. Turner, a/k/a James Turner, Sr.....Appellant

RECORD ON APPEAL
VOLUME 01 of 02
Pages 1 through 000318

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May 12 2025

SC Court of Appeals

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STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Wells Fargo Bank, National Association,
not in its individual or banking capacity,
but solely as Trustee on behalf of Green
Tree Mortgage Trust 2005-HE1

Plaintiff,

-vs-

James E. Turner a/k/a James Turner, Sr.;
Et al.

Defendant(s)

IN THE COURT OF COMMON PLEAS

CASE NO. 2018-CP-40-04044

**MASTER IN EQUITY'S ORDER AND
JUDGMENT OF FORECLOSURE AND
SALE
(Deficiency Judgment Waived)**

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Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred by Order of Reference to the undersigned Master In Equity to make appropriate findings of fact and conclusions of law, with authority to enter a final judgment in the cause. Any appeal from the decision of the Master in Equity shall be directly to the South Carolina Court of Appeals.

Following the filing of a *Lis Pendens*, Summons, and Complaint, Defendant James E. Turner aka James Turner Sr. filed a timely Answer *pro se*, later engaging counsel as indicated above. Plaintiff filed a motion for summary judgment on June 10, 2021, which was later denied by the Court. Pursuant to the aforesaid reference, a hearing was held on the merits of the instant action on May 11, 2023 at the Richland County Judicial Center located at 1701 Main Street, Columbia, SC 29201. In attendance was counsel for the Plaintiff and Charles Kervorkian, serving as records custodian and witness for the Plaintiff; and Defendant James E. Turner aka James Turner Sr. with counsel.

Testimony was taken from Mr. Kervorkian for the Plaintiff and Defendant James E. Turner aka James Turner Sr. Both sides presented evidence through their respective counsel. Based upon the proof made

of the facts and circumstances alleged in the pleadings, through the aforesaid testimony, and evidence presented, I find, conclude and order as follows:

FINDINGS OF FACT:

1. The *Lis Pendens* was filed on July 31, 2018.
2. The Summons and Complaint were filed on July 31, 2018.
3. Service was made upon the Defendants named in this Report as is shown by the proof of service filed herein.
4. The Defendants, Cynthia McGriff, Mary Louise Turner, Willie Henry, Emergent Mortgage Corporation, Wells Fargo Bank, National Association fka Wachovia Bank National Association, Lisa Washington, ADT Security Services Inc., Willie E. Henry Jr, Ukeba Henry, and Kenyon Henry are in default as shown by Affidavit filed herein.
5. According to an Affidavit filed herein, no Defendant in default is in the military service of the United States of America, as contemplated under the Service Members Civil Relief Act.
6. The Defendants were notified of the time, date and place of hearing in this matter.
7. I find as a fact that the Plaintiff laid a proper foundation for Mr. Kevorkian to testify as records custodian for the Plaintiff and for the entry of the customer file of the Defendant pursuant to the South Carolina Business Records Act.

FINDINGS OF FACT AS TO PLAINTIFF'S FIRST CAUSE OF ACTION
(Quiet Title)

8. That on July 12, 1996, real property identified as Richland County tax map number 12100-03-05 containing 1.0 acres was sold by the Honorable Joseph F. Anderson, Jr., United States District Judge. Defendant, James Turner, was the high bidder at said sale. (Real property identified as Richland County tax map number 12100-03-05 is hereinafter referred to as the "05 PARCEL."
9. That by deed dated July 24, 1996 and recorded October 7, 1996 in the Office of the Register of Deeds for Richland County in Book 1342 at Page 585 (hereinafter referred to as "ORIGINAL

MARSHALL'S DEED"), The U.S. Marshall for the District of South Carolina did convey the 05 PARCEL unto Cynthia Lakeitha Turner.

10. That by Amended Deed dated August 21, 1996 and recorded October 8, 1996 in the Office of the Register of Deeds for Richland County in Book 1342 at Page 610 (hereinafter referred to as "AMENDED MARSHALL'S DEED"), The U.S. Marshall for the District of South Carolina did convey the 05 PARCEL unto Defendant James Turner.

11. That the ORIGINAL MARSHALL'S DEED was recorded in error, and Defendant Cynthia Lakeitha Turner has no right, title, or interest in the 05 PARCEL.

12. Attorney Glenn Walters informed the Court at the summary judgment hearing on June 10, 2021 that he was representing Cynthia Lakeitha Turner, at which point the Court dismissed the Guardian ad litem from any duties representing Cynthia Lakeitha Turner.

13. At trial Mr. Walters informed the court that Cynthia Lakeitha Turner asserted no interest in the 05 PARCEL.

14. That by deed dated September 04, 2001, and recorded September 04, 2001 in the Office of the Register of Deeds for Richland County in Book 561 at Page 2948, Frazella D. Delaney conveyed real property identified as Richland County tax map number 12100-03-09 and further described as being a 1.0 acre tract known as Parcel B unto Defendant James Turner. (Real property identified as Richland County tax map number 12100-03-09 is hereinafter referred to as "09 PARCEL")

15. That by deed dated December 2, 2002 and recorded April 14, 2003, in the Office of the Register of Deeds for Richland County in Book 781 at Page 1219 Defendant James Turner conveyed two one acre tracts identified only as being the 05 PARCEL unto to Mary Louise Turner.

16. That the deed referenced in paragraph 11 above (hereinafter referred to as the "MARY LOUISE TURNER DEED") should have described the property being conveyed as being both the 05 PARCEL and 09 PARCEL.

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17. That subsequently, Mary Louise Turner conveyed the 05 PARCEL and 09 PARCEL unto Cynthia McGriff and Willie Henry. Said deed being dated November 30, 2006 and recorded December 1, 2006 in the Office of the Register of Deeds for Richland County in Book 1257 at Page 2396.
18. That based upon Mary Louise Turner's subsequent conveyance of both the 05 PARCEL and the 09 PARCEL, Plaintiff is entitled to an order reforming the MARY LOUISE TURNER DEED to properly described the conveyed property as being both the 05 PARCEL and 09 PARCEL.
19. That by deed dated March 29, 2007, and recorded April 05, 2007, in the Office of the Register of Deeds for Richland County in Book 1300 at Page 1, Defendant James Turner conveyed the 05 PARCEL unto Willie Henry. (hereinafter referred to as the "WILLIE HENRY DEED").
20. That the WILLIE HENRY DEED did not accomplish the transfer of the 05 PARCEL as said land had been previously conveyed unto Mary Louis Turner (see MARY LOUISE TURNER DEED). Therefore, Plaintiff is entitled to an order confirming that the WILLIE HENRY DEED referenced above did not convey title to the 05 PARCEL.
21. That by deed dated August 24, 2007, Willie Henry conveyed his one-half (1/2) interest in the 05 PARCEL unto Charlene Manning (hereinafter the "CHARLENE MANNING DEED"). Said deed being recorded September 06, 2007 in the Office of the Register of Deeds for Richland County in Book 1355 at Page 860.
22. That by deed dated June 18, 2012, Charlene Manning conveyed her one-half (1/2) interest in the 05 PARCEL unto Cynthia McGriff (hereinafter the "CYNTHIA MCGRIFF DEED"). Said deed being recorded June 18, 2012, in the Office of the Register of Deeds for Richland County in Book 1772 at Page 2643.
23. That, based on the above series of transactions, Cynthia McGriff is the current owner in fee simple of the 05 PARCEL.
24. That Plaintiff is entitled to an order quieting title to the 05 PARCEL in the name of Cynthia McGriff and the derivation should reflect the correct chain of title.

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FINDINGS OF FACT AS TO SECOND CUASE OF ACTION
(Mortgage Foreclosure as to Mortgage 1)

25. That on November 6, 1996, for value received, James E. Turner executed and delivered to Emergent Mortgage Corp. a certain promissory note, in writing, according to the terms and conditions set out therein, by which said maker promised to pay to Emergent Mortgage Corp. the sum of \$121,500.00, together with interest thereon at the yearly rate of 11.49% per annum. Said note is hereinafter referred to as "Note 1."

26. That in order to better secure the payment of Note 1 and debt, in accordance with the terms and conditions thereof, the said James E. Turner executed and delivered on November 6, 1996 a mortgage (hereinafter referred to as "Mortgage 1"), of real estate to Emergent Mortgage Corp., its successors and assigns, covering the following described property:

All that certain piece, parcel or lot of land, with any improvements thereon, containing two (2) acres, situate, lying and being on S.C. Road S-61, approximately five (5) miles North of the City of Columbia, in the County of Richland, State of South Carolina, the same being shown on Plat prepared for James E. Turner by B.P. Barber & Associates, Inc., Engineers, dated March 1, 1983, and recorded in the Office of the RMC for Richland County in Plat Book "Z" at page 4913, said property being described on said plat as follows: commencing at an iron on the right-of-way of S.C. Road S-61 and running S 74-01-45 E for a distance of 66.48 feet to an iron, and continuing S 76-53-25 E for a distance of 83.52 feet to an iron, along the right-of-way of said S.C. Road S-61, thence turning and running S 1-55-56 W for a distance of 589.47 feet along property of C.S.W. Co. to an iron; thence turning and running N 82-57-18 W for a distance of 146.71 feet along undesignated property to an iron; thence turning and running N 1-54-13 E for a distance of 608.71 feet along property of C.S.W. Co. to the point of commencement. Be all measurements a little more or less.

TMS: 12100-03-04

ALSO

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being approximately five miles North of Columbia, South Carolina, in the County of Richland, State of South Carolina, and being shown as 1.00 acre on a plat prepared for C.S.W., Co by B.P. Barber & Assoc., Inc., Engineers, dated October 7, 1982. Said parcel of land being bounded and measuring as follows: Bounded on the North by the highway right-of-way of South Carolina Road S-61 whereon it measures 120.0' feet; on the East by lands of C.S.W. Co. whereon it measures 364.7' feet; on the South by lands of C.S.E. Co. whereon it measures 120.0 feet; and on the West by lands of C.S.E. Co. whereon it measures 364.7' feet. Be all measurements a little more or less.

TMS: 12100-03-05

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27. That on December 19, 1996, said mortgage was recorded in the Office of the Register of Deeds for Richland County in Book 2058 at Page 516.
28. That by Assignment of Mortgage recorded December 19, 1996 in Book M2058 at Page 522, the subject mortgage was assigned by Emergent Mortgage Corporation unto Carolina Investors, Inc.
29. That Carolina Investors, Inc. assigned the subject mortgage unto Plaintiff, Wells Fargo Bank, Nation Association, not in its individual or banking capacity, but solely as Trustee on behalf of Green Tree Mortgage Trust 2005-HE1. Said assignment of mortgage cannot be located as evidenced by the Affidavit of Lost Assignment recorded May 25, 2018 in the Office of the Register of Deeds for Richland County in Book 2306 at Page 1330. By virtue of said assignment, Plaintiff is the holder said Note and Mortgage and entitled to enforce the same. No Defendant has raised any issues related to Plaintiff's standing to prosecute this action.
30. That said Mortgage 1 evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor and constitutes a first lien on the mortgaged premises.
31. That Plaintiff in this action is the mortgagee of record and owner and holder of the Note and Mortgage it is seeking to foreclose.
32. The Defendant James E Turner admitted the signing of Note 1 and Mortgage 1 in his Answer, in his sworn deposition, and at trial and admitted that he agreed to pay the sums set forth in Note 1.
33. The title holder of record of the 04 PARCEL as of the filing of the Lis Pendens in this action was James E. Turner, who was the original mortgagor and the title holder of record of 05 PARCEL as of the filing of the Lis Pendens in this action is Cynthia McGriff..
34. Payment due on the Note 1 has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note 1 and Mortgage 1 in the hands of its attorney of record herein for collection.

FINDING OF FACT AS TO THE THIRD CAUSE OF ACTION
(Declaratory Judgment)

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35. That on October 05, 2007, Emergent Mortgage Corp filed a "Lost Mortgage Satisfaction" as to Mortgage 1 above. Said Lost Mortgage Satisfaction being filed in the Office of the Register of Deeds for Richland County in Book 1364 at Page 1234.

36. That prior to the filing of said Lost Mortgage Satisfaction, Emergent Mortgage Corp. had already assigned Mortgage 1 unto Carolina Investors Inc., and therefore, Emergent Mortgage Corp. was not the owner/holder of the subject mortgage and thus had no legal authority to satisfy Mortgage 1.

37. That the Defendant failed to provide any evidence that the Lost Mortgage Satisfaction was a valid legal document.

38. That Plaintiff is entitled to an order of this court declaring the Lost Mortgage Satisfaction referenced above had no legal effect on Mortgage 1, thereby rescinding the Lost Mortgage Satisfaction of record and further declaring that Mortgage 1 remains unsatisfied.

FINDINGS OF FACT AS TO THE FOURTH CAUSE OF ACTION
(Mortgage Foreclosure as to Mortgage 2)

39. That on or about February 12, 1997, for value received, James E. Turner executed and delivered to Green Tree Financial Servicing Corporation a certain promissory note, in writing, according to the terms and conditions set out therein, by which said maker promised to pay to Green Tree Financial Servicing Corporation the sum of \$55,250.00, together with interest thereon at the yearly rate of 12.00% per annum. Said note is hereinafter referred to as "Note 2"

40. That in order to better secure the payment of Note 2 and debt, in accordance with the terms and conditions thereof, the said James E. Turner executed and delivered on February 12, 1997, a mortgage (hereinafter referred to as "Mortgage 2"), of real estate to Green Tree Financial Servicing Corporation its successors and assigns, covering the following described property:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being approximately five miles North of Columbia, South Carolina, in the County of Richland, State of South Carolina, and being shown as 1.00 acre on a plat prepared for C.S.W., Co by B.P. Barber & Assoc., Inc., Engineers, dated October 7, 1982. Said parcel of land being bounded and measuring as follows: Bounded on the North by the highway right-of-way of South Carolina Road S-61 whereon it measures 120.0' feet; on the East by lands of C.S.W. Co. whereon it measures 364.7' feet; on the South by lands of C.S.E. Co. whereon it measures 120.0 feet; and on the West by lands of C.S.E. Co. whereon it measures 364.7' feet. Be all measurements a little more or less.

TMS: 12100-03-05

41. That on February 21, 1997, said mortgage was recorded in the Office of the Register of Deeds for Richland County in Book 2080 at Page 0253.

41. That by Assignment of Mortgage dated April 16, 2018 and recorded April 27, 2018 in Book 2298 at Page 2401, the subject mortgage was assigned by Ditech Financial LLC f/k/a Green Tree Servicing LLC f/k/a Conesco Finance Servicing Corp. f/k/a Green Tree Financial Servicing Corporation unto Plaintiff, Wells Fargo Bank, National Association, not in its individual or banking capacity, but solely as Trustee on behalf of the Green Tree Mortgage Loan Trust 2005-HE1. By virtue of said assignment, Plaintiff is the holder said Note and Mortgage and entitled to enforce the same.

42. That said Mortgage 2 evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor and constitutes a second lien on the mortgaged premises.

43. That Plaintiff in this action is the mortgagee of record and owner and holder of the Note-2 and Mortgage 2 it is seeking to foreclose.

44. The Defendant James E Turner admitted the signing of the Note 2 and Mortgage 2 in his answer, in his deposition , and at trial and admitted that he agreed to pay the sums set forth in the Note 2

45. The title holder of record of the subject property as of the filing of the Lis Pendens in this action was Cynthia McGriff.

46. Payment due on Note 2 has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note 2 and Mortgage 2 in the hands of its attorney of record herein for collection

JUDGMENT DEBT CALCULATIONS

47. Having specifically considered each of the following: the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time and labor devoted to the case, including reviewing the various loan documents, performing the title search,

preparing, filing and serving the pleadings, preparing for the hearing, including preparing the judgment and other documents requested by the Court, attending the hearing, preparing for and attending the sale, and preparing any post-sale documents requested by the Court; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$20,857.50 is a reasonable attorney's fee for the Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the Note and Mortgage. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time.

48. The plaintiffs representative, Charles Kevorkian, testified that he had reviewed the payment history of the defendant which were properly admitted into evidence

49. The amount due and owing on the Note 1 and Mortgage 1, with interest at the rate provided in the Notes, and other costs and expenses of collection, including attorney's fees, secured by the Note 1 and Mortgage 1, is as follows:

Note 1 Unpaid Principal Balance	\$108,986.26
Deferred Principal	\$20,086.85
Interest from October 11, 2008, to May 11, 2023 at 11.49000% per annum	\$139,114.47
Late Charges	\$6,990.31
Escrow	\$16,399.10
Corporate Advances	\$42,946.82
Insurance	\$18,646.86

Total Debt secured by Note 1 and Mortgage 1, including interest to date of hearing:

\$353,170.67

Any additional fees or costs for the period from the date shown above through the date of this judgment, at above stated rate, may 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 11.49000% per annum, pursuant to the terms of the note and mortgage, on the judgment debt should be added to such

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judgment debt to comprise the amount of the Plaintiff's debt secured by the mortgage through the date to which such interest is computed.

50. The amount due and owing on the Note 2 and Mortgage 2, with interest at the rate provided in the Notes, and other costs and expenses of collection, including attorney's fees, secured by the Note 2 and Mortgage 2, is as follows:

Note 2 Unpaid Principal Balance	\$50,091.71
Deferred Principal	\$8,195.15
Interest from September 20, 2008, to May 11, 2023 at 12.000% per annum	\$67,874.28
Late Charges	\$2,437.32
Escrow	\$22,296.28
Corporate Advances	\$21,569.62

Total Debt secured by Note 2 and Mortgage 2, including interest to date of hearing: \$172,464.36

Any additional fees or costs for the period from the date shown above through the date of this judgment, at above stated rate, may 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 12.000% 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 the Plaintiff's debt secured by the mortgage through the date to which such interest is computed.

51. That the TOTAL DEBT secured by Notes 1 and 2 and Mortgages 1 and 2, including attorney's fees and costs outlined in paragraph 42 above is \$525,635.03.

52. The Plaintiff is seeking foreclosure of its mortgage and is seeking its right to a personal and/or deficiency judgment.

53. That Willie Henry Sr., is deceased; that Willie Henry Sr. died on April 6, 2016; and that Willie Henry Sr. died testate.

54. That the plaintiff has information as to the devisee(s) and/or possible heirs-at-law of Willie Henry Sr. since an estate for said decedent has been filed in the Office of the Probate Court for Richland County, Case No.: 2016-ES-40-00871; that for that reason, Willie E. Henry, Jr., Ukeba K. Henry, Kenyon Henry and Akeem Henry is/are made party-defendant(s) herein; that no Deed of Distribution

has been filed in the Office of the Probate Court for Richland County; that for that reason, there may be unknown persons who have, or may claim to have, an interest in the mortgaged property; that for that reason, John Doe and Richard Roe are made party-defendants herein, as classes representing said unknown persons; and that any interest claimed by said known and unknown Defendants is junior and subordinate to the Plaintiff's mortgage.

55. Kelley Y. Woody, a member of the South Carolina Bar, was appointed as attorney for each Defendant Cynthia Lakeitha Turner, who is or may be in the military service within the meaning of the Service members Civil Relief, and she has filed an Answer, appeared, and actively participated on behalf of such Defendant. The sum of \$500.00 is a reasonable attorney's fee to allow for such attorney's services rendered herein until final adjudication of the within action. That at the summary judgment hearing on June 10, 2022, Glenn Walters advised the Court that he was representing Cynthia Lakeitha Turner, at which point the Court dismissed Kelley Y. Woody, from any Guardian ad litem duties representing Cynthia Lakeitha Turner. At trial Mr. Walters informed the court that Cynthia Lakeitha Turner asserted no interest in the 05 PARCEL

56. Kelley Y. Woody, a member of the South Carolina Bar, has been appointed as attorney for each Defendant who is incarcerated, and he has filed an Answer, appeared and actively participated on behalf of such Defendant. The sum of \$500.00 is a reasonable attorney's fee to allow for such attorney's services rendered herein until final adjudication of the within action. The fact that the Defendant(s), Akeem Henry, is/are incarcerated has not prejudiced his/her/their right to a defense.

57. The following Defendant(s), claim or may claim lien/liens upon or interest in the subject property; and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such junior lien claim will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRCF. The said Defendant(s) and such claim(s) or lien(s) is/are as follows:

- a) That the Defendant, South Carolina Department of Employment and Workforce, may have or claim to have an interest in the subject property by virtue of a judgment against

Little Ones Child Care Center LLC, in the original amount of \$24,031.42, filed in Richland County on January 12, 2015, in Judgment Roll No. Book 1998 at Page 2550. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

- b) That the Defendant, ADT Security Services, Inc., may have or claim to have an interest in the subject property by virtue of a judgment against Little Ones Child Care Center LLC, in the original amount of \$10,194.81, filed in Richland County on January 25, 2012, in Judgment Roll No. 2011-CP-40-06077. Said judgment is junior and subordinate to the lien of the Plaintiff herein.
- c) That the Defendant, South Carolina Department of Social Services, may have or claim to have an interest in the subject property including but not limited to a judgment against James Turner, in the original amount of \$, filed in Richland County on August 10, 2011, in Judgment Roll No. 2008-DR-40-2679. Said judgment is junior and subordinate to the lien of the Plaintiff herein.
- d) That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property including but not limited to a certain tax lien filed against Little Ones Child Care Center LLC in the Richland County Records as follows: Tax Lien # 3-51442006-5. Said tax lien is junior and subordinate to the lien of the Plaintiff herein.
- e) That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property including but not limited to a certain tax lien filed against Little Ones Child Care Center LLC in the Richland County Records as follows: Tax Lien # 416334. Said tax lien is junior and subordinate to the lien of the Plaintiff herein.
- f) That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property including but not limited to a certain tax lien filed against Little Ones Child Care Center LLC in the Richland County Records as follows: Tax Lien # 3-51442006-5. Said tax lien is junior and subordinate to the lien of the Plaintiff herein.
- g) That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property including but not limited to a certain tax lien filed against Cynthia McGriff in the Richland County Records as follows: Tax Lien # 3-51017188-0. Said tax lien is junior and subordinate to the lien of the Plaintiff herein.
- h) That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property including but not limited to a certain tax lien filed against Cynthia McGriff in the Richland County Records as follows: Tax Lien # 3-51201191-5. Said tax lien is junior and subordinate to the lien of the Plaintiff herein.
- i) That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property including but not limited to a certain tax lien filed against Cynthia McGriff in the Richland County Records as follows: Tax Lien # 3-51190459-5. Said tax lien is junior and subordinate to the lien of the Plaintiff herein.

- j) That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property including but not limited to a certain tax lien filed against Cynthia McGriff in the Richland County Records as follows: Tax Lien # 3-51201192-2. Said tax lien is junior and subordinate to the lien of the Plaintiff herein.
- k) That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property including but not limited to a certain tax lien filed against Cynthia McGriff in the Richland County Records as follows: Tax Lien # 3-51311344-9. Said tax lien is junior and subordinate to the lien of the Plaintiff herein.
- l) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC, as follows: Tax Lien # 833980911. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- m) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC, as follows: Tax Lien # 833980911. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- n) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC and Cynthia McGriff, as follows: Tax Lien # 839165111. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- o) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC and Cynthia McGriff, as follows: Tax Lien # 940735113. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- p) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC and Cynthia McGriff, as follows: Tax Lien # 940735113. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- q) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC and Cynthia L. McGriff, as follows: Tax Lien # 973004213. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.

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- r) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC, as follows: Tax Lien # 999733914. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- s) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC, as follows: Tax Lien # 999733914. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- t) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Cynthia L. McGriff, as follows: Tax Lien # 813474911. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- u) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Cynthia L. McGriff, as follows: Tax Lien # 825658711. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- v) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Cynthia L. McGriff, as follows: Tax Lien # 825658711. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- w) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC and Cynthia McGriff, as follows: Tax Lien # 833980911. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- x) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC, as follows: Tax Lien # 825658511. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- y) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC, as follows: Tax Lien # 825658511. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.

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- z) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC and Cynthia McGriff, as follows: Tax Lien # 973004213. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- aa) That the Defendant, Wells Fargo Bank, National Association fka Wachovia Bank National Association, may have or claim to have an interest in the subject property by virtue of a mortgage given by Charlene R. Manning to Wells Fargo Bank, National Association fka Wachovia Bank National Association in an original amount of \$27,800.00 recorded on November 8, 2007, in the Office of the Register of Deeds for Richland County Book RB1374 at Page 1978. Said mortgage is junior and subordinate to the lien of the Plaintiff herein.
- bb) That the Defendant, Lisa Washington, may have or claim to have an interest in the subject property by virtue of a judgment against James Turner, in an original amount of \$1,780.00, filed in Richland County on February 20, 2018, in Judgment Roll No. 2018-CP-40-00964. Said judgment is junior and subordinate to the lien of the Plaintiff herein.
- cc) That the Defendant, Willie Henry, Sr., may have or claim to have an interest in the subject property by virtue of a judgment against James Turner Sr and Little Ones Child Care Center, in an original amount of \$53,000.00, filed in Richland County on January 16, 2009, in Judgment Roll No. 2007-CP-40-7282. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

58. The subject Mortgage is not subject to, or Plaintiff has complied, with the Supreme Court of South Carolina *Administrative Order Re: Mortgage Foreclosures and the Home Affordable Modification Program ("HMP")*, 2009-05-22-01, filed May 22, 2009.

59. The attorney for the Plaintiff, in compliance with The Supreme Court of South Carolina *Administrative Order Re: Mortgage Foreclosures Actions*, 2011-05-02-01, has certified that pursuant to Supreme Court Administrative Order 2011-05-02-01 the Mortgagor(s) have been served with the required notice of rights, and more than 30 days have elapsed since service upon the Mortgagor(s), and the Mortgagor(s) have failed, refused, or voluntarily elected not to participate in any foreclosure intervention process.

CONCLUSIONS OF LAW:

I, therefore, conclude as follows:

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1. The customer file of Defendant James E Turner including the respective notes and mortgages and payment history were properly admitted under Rule 803 (6) SCRE and S. C. Code of Laws Section 19 – 5 – 510
2. The Plaintiff's witness testimony as to the debt was properly admitted as the witness testified that he had reviewed the payment history previously entered into evidence in Plaintiff's Motion for Summary Judgment. See, e.g., Deep Keel, LLC v. Atl. Private Equity Group , LLC 773 S. E. 2d 607 (Ct. App. 2015)
3. The Plaintiff has offered exhibits and the Court has accepted them.
4. That Cynthia Lakeita Turner has no interest in the subject property and the AMENDED MARSHALL'S DEED is hereby confirmed;
5. That the MARY LOUISE TURNER DEED is hereby reformed to properly described the conveyed property as being both the 05 PARCEL and 09 PARCEL;
6. That the WILLIE HENRY DEED did not convey title to the 05 PARCEL;
7. That the Charlene Manning Deed did convey title to the 05 PARCEL to Cynthia McGriff;
8. That Cynthia McGriff is the current owner in fee simple of the 05 PARCEL and the derivation should reflect the correct chain of title;
9. That the Lost Mortgage Satisfaction had no legal effect and did not satisfy Mortgage 1, thereby said Lost Mortgage Satisfaction is hereby rescinded, annulled, and adjudged to have no legal force or effect;
10. The Plaintiff's mortgages are declared to be first and second lien mortgages against the subject property and any interest held by the aforementioned Defendants is junior and subordinate to the lien of the Plaintiff herein.
11. The Plaintiff is granted judgment on its Note 1 and Note 2, which shall be entered immediately, and it is granted judgment of foreclosure of its Mortgage 1 and Mortgage 2; and the mortgaged/subject property is hereby ordered to be sold at public auction after due advertisement.

12. That subject mortgages evidence and secure the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor and constitutes first and second liens on the Mortgaged Property.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

13. That Cynthia Lakeitha Turner has no interest in the subject property and the AMENDED MARSHALL'S DEED is hereby confirmed;

14. That the MARY LOUISE TURNER DEED is hereby reformed to properly described the conveyed property as being both the 05 PARCEL and 09 PARCEL;

15. That the WILLIE HENRY DEED did not convey title to the 05 PARCEL;

16. That the CHARLENE MANNING DEED did convey title to the 05 Parcel to Cynthia McGriff and the derivation be changed to reflect the correct chain of title.

17. That Cynthia McGriff is the current owner in fee simple of the 05 PARCEL;

18. That there is due to the Plaintiff on its notes and mortgages the sum of \$525,635.03, representing the Total Debt due to the Plaintiff as set out in the instant Order.

19. That the amount due in the preceding paragraph (the "Total Debt" as set forth in the aforementioned paragraph, and later accrued interest and costs) shall constitute the total judgment debt due to the Plaintiff and shall bear interest hereafter at the rate of 11.49000% per annum as to the indebtedness due on Note -1 and Mortgage-1 and 12.000% per annum as to the indebtedness due on Note-2 and Mortgage-2, pursuant to the terms of the notes and mortgages.

20. That the judgment amount shall be subject to increase to permit the Plaintiff to recover additional costs, commissions, and expenses, including but not limited to the deposit made in compliance with § 14-11-310, *South Carolina Code of Laws*, 1976. Such additional costs, commissions and expenses may be established by affidavit and shall be adjudicated by the Court without further hearing. The judgment may also be increased to include supplemental compensation for attorney's services not contemplated by the initial attorney's fee award. Jurisdiction over the attorney's fee award and total debt is reserved to the

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undersigned to facilitate the assessment and payment of any such costs and/or supplemental compensation.

21. That the Defendant(s) James E. Turner is/are liable for the aforesaid mortgage debt shall, prior to the date and time of the sale of the subject property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

22. The following defendants have no further 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:

Cynthia McGriff, Cynthia Lakeitha Turner, Mary Louise Turner, Willie Henry, Emergent Mortgage Corporation, Wells Fargo Bank, National Association fka Wachovia Bank National Association, Lisa Washington, South Carolina Department of Employment and Workforce, ADT Security Services, Inc., South Carolina Department of Social Services, South Carolina Department of Revenue, United States of America acting by and through its agency the Internal Revenue Service and Willie E. Henry Jr. and Ukeba Henry as Personal Representatives of the Estate of Willie E. Henry Sr., Kenyon Henry and Akeem Henry, and any other Heirs-at-Law or Devisees of Willie E. Henry 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

23. That on default of payment prior to the date and time of the sale, the mortgaged premises, described herein, shall be sold by the Master in Equity at public auction, at the Richland County Courthouse, in the County and State aforesaid, at 12:00 Noon on the next convenient sales day or hereafter, on the following terms, that is to say:

- a) FOR CASH: The Master In Equity shall require a deposit at the conclusion of the bidding 5% of the amount of the bid, in cash or equivalent, as evidence of good faith, the same to be applied on the purchase price in case of compliance with the bid, but in case of non-compliance within twenty (20) days, the same to be forfeited and applied to the costs and then to the Plaintiff's debt.

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b) Interest on the balance of the bid shall be paid to the day of compliance at the rate of 11.49% per annum.

c) The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.

d) Purchaser to pay for the deed and the cost of recording the deed.

e) The sale shall also be subject to the Right of Redemption by the Defendant, United States of America, by and through its Agency, the Internal Revenue Service pursuant to Sec. 2410(c), Title 28, United States Code, for a period of 120 days from the date of sale of the subject property.

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

25. The Plaintiff is seeking foreclosure of its mortgages and demanded a deficiency judgment against the Defendant James E. Turner aka James Turner, Jr., pursuant to Section 29-3-660, Code of Laws of South Carolina, 1976, and the entry of an immediate deficiency judgment pursuant Section 29-3-650, Code of Laws of South Carolina, 1976. The Plaintiff has reserved unto itself the option to waive such demand for deficiency judgment prior to the sale of the mortgaged properties.

26. That the Master in Equity, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and that he will execute to the purchaser, or purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. Upon such sale being made, should the successful bidder, or his assignee, fail to comply with the terms thereof within twenty (20) days after the date of sale, then the Master In Equity may re-advertise the premises for sale on the next, or some other subsequent, salesday, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

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27. That the Master In Equity shall apply the proceeds of the sale as follows:

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

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

NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRCF.

28. That it is further ORDERED, ADJUDGED AND DECREED that, in the event the successful bidder is other than the Defendant(s) in possession herein, upon the presentation of this Order or a Writ of Assistance the Sheriff of Richland County is hereby directed to eject and remove from the premises the occupant(s) of the property sold, together with any and all personal property located thereon, and to put the successful bidder, or his assigns, in full, quiet and peaceable possession.

29. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant(s) named herein, and all persons whomsoever claiming under him, them or it, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

30. That it is further ORDERED, ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant(s) James E. Turner, who was/were the titleholder of the mortgaged property at the time of the filing of the *Lis Pendens*, and the Grantee; and that the Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

31. That the Master in Equity shall retain jurisdiction to do all necessary acts incident to this foreclosure, including, but not limited to, the issuance of a Writ of Assistance, disposing of any surplus funds pursuant to Rule 71(c), SCRCF, and hearing any issues involving appraisal proceedings under § 29-3-680, et seq., *South Carolina Code of Laws*, 1976.

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32. That it is further ORDERED, ADJUDGED AND DECREED that, if the Plaintiff or the Plaintiff's representative does not appear at the scheduled sale of the mortgaged property, hereinafter described, the Master In Equity (or the sale officer designated herein) shall pull the property from sale; and in the event that the sale is nevertheless conducted, then such sale will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next or some subsequent sales day.

33. That after the Order Confirming Sale and Disbursements has been issued and filed, the Master in Equity shall direct the Clerk of Court/Register of Deeds to release of record the mortgage lien being foreclosed, which mortgage lien is/are described in the Findings of Fact hereinabove.

34. That the following is a description of the premises herein ordered to be sold:

All that certain piece, parcel or lot of land, with any improvements thereon, containing two (2) acres, situate, lying and being on S.C. Road S-61, approximately five (5) miles North of the City of Columbia, in the County of Richland, State of South Carolina, the same being shown on Plat prepared for James E. Turner by B.P. Barber & Associates, Inc., Engineers, dated March 1, 1983, and recorded in the Office of the RMC for Richland County in Plat Book "Z" at page 4913, said property being described on said plat as follows: commencing at an iron on the right-of-way of S.C. Road S-61 and running S 74-01-45 E for a distance of 66.48 feet to an iron, and continuing S 76-53-25 E for a distance of 83.52 feet to an iron, along the right-of-way of said S.C. Road S-61, thence turning and running S 1-55-56 W for a distance of 589.47 feet along property of C.S.W. Co. to an iron; thence turning and running N 82-57-18 W for a distance of 146.71 feet along undesignated property to an iron; thence turning and running N 1-54-13 E for a distance of 608.71 feet along property of C.S.W. Co. to the point of commencement. Be all measurements a little more or less.

TMS: 12100-03-04

ALSO INCLUDING:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being approximately five miles North of Columbia, South Carolina, in the County of Richland, State of South Carolina, and being shown as 1.00 acre on a plat prepared for C.S.W., Co by B.P. Barber & Assoc., Inc., Engineers, dated October 7, 1982. Said parcel of land being bounded and measuring as follows: Bounded on the North by the highway right-of-way of South Carolina Road S-61 whereon it measures 120.0' feet; on the East by lands of C.S.W. Co. whereon it measures 364.7' feet; on the South by lands of C.S.E. Co. whereon it measures 120.0 feet; and on the West by lands of C.S.E. Co. whereon it measures 364.7' feet. Be all measurements a little more or less.

TMS: 12100-03-05

AND IT IS SO ORDERED

(SIGNATURE PAGE TO FOLLOW)

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

FORM 4
JUDGMENT IN A CIVIL CASE
CASE NO. 2018-CP-40-04044

Wells Fargo Bank, National Association, not in its individual or banking capacity, but solely as Trustee on behalf of Green Tree Mortgage Trust 2005-HE1

PLAINTIFF

vs.

James E. Turner a/k/a James Turner, Sr., Cynthia McGriff, Cynthia Lakeitha Turner, Mary Louise Turner, Willie Henry, Emergent Mortgage Corporation, Wells Fargo Bank, National Association fka Wachovia Bank National Association, Lisa Washington, South Carolina Department of Employment and Workforce, ADT Security Services, Inc., South Carolina Department of Social Services, South Carolina Department of Revenue, United States of America acting by and through its agency the Internal Revenue Service and Willie E. Henry Jr. and Ukeba Henry as Personal Representatives of the Estate of Willie E. Henry Sr., Kenyon Henry and Akeem Henry, and any other Heirs-at-Law or Devisees of Willie E. Henry 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

DEFENDANTS

Submitted by: Crawford & von Keller, LLC
Post Office Box 4216, Columbia, SC 29240
Email: court@crawfordvk.com

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 – _____

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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: Order For Judgment of Foreclosure and Sale.

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Wells Fargo Bank, National Association, not in its individual or banking capacity, but solely as Trustee on behalf of Green Tree Mortgage Trust 2005-HE1	James E. Turner aka James Turner, Sr.	\$ TBD
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order: 528 Koon Store Road and 526 nka 532 Koon Store Road, TMS #: 12100-03-05		

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.

SIGNATURE PAGE TO FOLLOW

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For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 2019 and a copy mailed first class or placed in the appropriate attorney's box on this the _____ day of _____, 2019 to attorneys of record or to parties (when appearing pro se) as follows:

B. Lindsay Crawford, III (SC Bar# 6510)
Theodore von Keller (SC Bar# 5718)
Jason M. Hunter (SC Bar# 101501)
B. Lindsay Crawford, IV (SC Bar# 101707)
Crawford & von Keller, LLC.
PO Box 4216
1640 St. Julian Place (29204)
Columbia, SC 29240
Phone: 803-790-2626
Email: court@crawfordvk.com

Court Reporter:

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

[illegible]

Ukeba Henry
1039 Thessallian Lane
Indian Trail, NC 28079

Kelley Y. Woody, Esq.
PO Box 6432
Columbia, SC 29260

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Glenn Walters, Sr., Esq.
PO Box 1346
Orangeburg, SC 29116
Attorney of Record for Defendant
James E. Turner aka James Turner Sr.

E.B. "Trey" McLeod, III, Esq.
South Carolina Department of Employment
and Workforce
PO Box 8597
Columbia, SC 29202

ADT Security Services, Inc.
c/o CT Corporation System, as Registered
Agent
2 Office Park Court Suite 103
Columbia, SC 29223

South Carolina Department of Social
Services
1535 Confederate Avenue
Columbia, SC 29201

South Carolina Department of Revenue
Office of General Counsel
300-A Outlet Pointe Blvd.
Columbia, SC 29210

George J. Conits, AUSA
United States of America acting by and
through its agency the Internal
United States Attorney's Office
District of South Carolina
55 Beattie Place, Ste 700
Greenville, SC 29601

William E. Bird, Esq.
Bird and Smith, P.A.
1712 Saint Julian Place Suite 102 Columbia,
SC 29204
Attorney for the Defendant, The Estate of
Willie Henry, Sr.

Cynthia McGriff
528 Koon Store Road
Columbia, SC 29203

Kenyon Henry
3113 Scotcrest Way

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Waxhaw, NC 28173-7476

Akeem Henry
Inmate #324823 Marion Unit-B Wing, Cell
#260
Broad River Correctional Facility
4460 Broad River Road

Cynthia Lakeitha Turner
532 Koon Store Road
Columbia, SC 29203

Mary Louise Turner
3650 US Highway 321
Winnsboro, SC 29180

Willie Henry
213 Bridgecreek Drive
Columbia, SC 29229

Emergent Mortgage Corporation
55 Beattie Place
Greenville, SC 29607

Wells Fargo Bank, National Association fka
Wachovia Bank National Assoc
Corporation Service Company as Registered
Agent
1703 Laurel Street
Columbia, SC 29201

Lisa Washington
148 Brewers Oak Lane
West Columbia, SC 29169

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Richland Common Pleas

Case Caption: Wells Fargo Bank National Association , plaintiff, et al vs James E Turner , defendant, et al

Case Number: 2018CP4004044

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

It is so Ordered

s/Joseph M. Strickland, 3055

Electronically signed on 2023-06-15 12:20:26 page 29 of 29

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STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Wells Fargo Bank, Nation Association,
not in its individual or banking capacity,
but solely as Trustee of Green Tree
Mortgage Trust 2005-HE1,

Plaintiff,

-versus-

James E. Turner a/k/a James Turner, Sr.,
Cynthia McGriff, Cynthia Lakeitha Turner,
Mary Louise Turner, Willie Henry, Emergent
Mortgage Corporation, Wells Fargo National
Association fka Wachovia Bank National
Association, Lisa Washington, Willie
Henry, Sr., South Carolina Department of
Employment and Workforce, ADT Security
Services, Inc., South Carolina Department
of Social Services, South Carolina
Department of Revenue, and United States of
America acting by and through its agency
the Internal Revenue Service,

Defendants.

IN THE COURT OF COMMON PLEAS
~~NINTH~~ JUDICIAL CIRCUIT

SIXTH
C.F.H.

Civil Action No.: 2018-CP-40-04044

ANSWER
(Jury Trial Demanded)

RICHLAND COUNTY
FILED
2018 AUG 24 AM 9:18
JEANETTE W. MCBRIDE
C.C.P. & G.S.

COMES NOW, the Defendant James E. Turner a/k/a James Turner, Sr., ("Mr.
Turner"), and would Answer and otherwise plead to the Complaint as follows.

FOR A FIRST DEFENSE
(General Denial)

1. (**Mr. Turner**) denies each and every allegation contained in the Complaint that is not expressly admitted.

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2. That Defendant is without sufficient information to admit, deny, or qualify the allegations of Paragraphs One (1), Two (2), and Three (3).
3. That Defendant admits Paragraphs Four (4), Five (5), Six (6), Seven (7) and Eight (8).
4. That Defendant is without sufficient information to admit or deny Paragraph Nine (9).
5. That Defendant denies Paragraph Ten (10).
6. That Defendant admits Paragraphs Eleven (11) and Twelve (12).
7. That Defendant is without sufficient information to admit or deny Paragraphs Thirteen (13), Fourteen (14), and Fifteen (15).
8. That Defendant admits Paragraph Sixteen (16).
9. That Defendant is without sufficient information to admit or deny Paragraphs Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), and Twenty-Two (22).
10. That Defendant admits Paragraphs Twenty-Three (23), Twenty-Four (24), and Twenty-Five (25).
11. That Defendant denies Paragraphs Twenty-Six (26), Twenty-Seven (27), Twenty-Eight (28), Twenty-Nine (29), Thirty (30), Thirty-One (31), Thirty-Two (32), Thirty-Three (33), Thirty-Four (34), and Thirty-Five (35).
12. That Defendant admits Paragraph Thirty-Six (36).
13. That Defendant denies Paragraphs Thirty-Seven (37), Thirty-Eight (38), and Thirty-Nine (39).
14. That Defendant admits Paragraphs Forty (40), Forty-One (41), and Forty-Two (42).
15. That Defendant is without sufficient information to admit or deny Paragraphs Forty-Three (43) and Forty-Four (44).

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16. That Defendant admits Paragraph Forty-Five (45).
17. That Defendant denies Paragraphs Forty-Six (46), Forty-Seven (47), Forty-Eight (48), and Forty-Nine (49).
18. That Defendant is without sufficient information to admit or deny Paragraphs Fifty (50) through Seventy-Nine (79).

FOR A SECOND DEFENSE

19. That Emergent Mortgage Corporation filed a "Mortgage Satisfaction" as to Mortgage (1) and therefore Plaintiffs' action should be dismissed.

FOR A THIRD DEFENSE
(Estoppel)

20. That Plaintiffs are estopped from asserting their actions against **(Mr. Turner)** based upon Plaintiffs' conduct and Plaintiffs' predecessors conduct and these actions should be dismissed.

FOR A FOURTH DEFENSE
(Failure to State a Claim)

21. That Plaintiffs' complaint fails to state a cause of action against **(Mr. Turner)** and Plaintiffs' actions should be dismissed.

FOR A FIFTH DEFENSE
(Statute of Limitations)

22. That Plaintiffs' actions are barred by the applicable statute of limitations and should be dismissed.

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FOR A SIXTH DEFENSE
(Waiver)

23. That Plaintiffs have waived any and all right to a valid mortgage, which is denied, and therefore Plaintiffs' actions should be dismissed.

FOR A SEVENTH DEFENSE
(Unclean Hands)

24. That Plaintiffs and its predecessors in interest engaged in improper acts and omissions and therefore, based upon Plaintiffs' "unclean hands," Plaintiffs' actions should be dismissed.

FOR A EIGHTH DEFENSE
(Predatory Lending)

25. That Plaintiffs' predecessors in interest, including, but not limited to Carolina Investors, Inc., engaged in predatory lending practices and therefore the mortgages asserted by the Plaintiffs are void and Plaintiffs' actions should be dismissed.

FOR A NINTH DEFENSE
(No Standing)

26. That Plaintiffs do not own any interest in the mortgages set forth in Plaintiffs' Complaint and therefore Plaintiffs lack standing to bring these action and Plaintiffs' actions should be dismissed.

FOR A TENTH DEFENSE
(Not First Priority Lien Holder)

27. That Plaintiffs are not a first priority lien holder on the subject properties and therefore, Plaintiffs' actions should be dismissed.

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WHEREFORE, the Defendant (**Mr. Turner**), having answered the Plaintiffs' Complaint respectfully requests the Court to deny Plaintiffs' claim for relief and dismiss the Plaintiffs' actions with prejudice, with costs and attorneys' fees awarded to Defendant (**Mr. Turner**) and for such other and further relief the Court may deem just and proper.

RESPECTFULLY SUBMITTED:

James Turner

James E. Turner

James E. Turner
528 Koon Store Road
Columbia, SC 29203
Phone: (803)960-7780
Pro Se.

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**RESIDE(S), AND/OR TO PERSON UNDER SOME LEGAL DISABILITY, INCOMPETENTS
AND PERSONS CONFINED AND ACTIVE MILITARY MEMBERS:**

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

s/Sara C. Hutchins
B. Lindsay Crawford, III (SC Bar# 6510)
Theodore von Keller (SC Bar# 5718)
Sara C. Hutchins (SC Bar# 72879)
B. Lindsay Crawford, IV (SC Bar# 101707)
Crawford & von Keller, LLC.
PO Box 4216
Columbia, SC 29240
Phone: 803-790-2626

Attorneys for Plaintiff

Columbia, South Carolina

July 24, 2018

ELECTRONICALLY FILED - 2018 Jul 31 2:38 PM - RICHLAND - COMMON PLEAS - CASE#2018CP4004044

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STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

CASE NO.:

Wells Fargo Bank, Nation Association,
not in its individual or banking capacity,
but solely as Trustee on behalf of Green
Tree Mortgage Trust 2005-HE1

SUMMONS
Non-Jury

Plaintiff,

-vs-

James E. Turner a/k/a James Turner, Sr.,
Cynthia McGriff, Cynthia Lakeitha Turner,
Mary Louise Turner, Willie Henry,
Emergent Mortgage Corporation, Wells
Fargo Bank, National Association fka
Wachovia Bank National Association, Lisa
Washington, Willie Henry, Sr., South
Carolina Department of Employment and
Workforce, ADT Security Services, Inc.,
South Carolina Department of Social
Services, South Carolina Department of
Revenue, and United States of America
acting by and through its agency the Internal
Revenue Service,

Defendant(s).

TO THE DEFENDANT(S) ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, Crawford & von Keller, LLC., PO Box 4216, Columbia, SC 29240, within thirty (30) days after 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 answer the Complaint within the time aforesaid, the Plaintiff will apply to the Court for a judgment by default granting the relief demanded in the Complaint.

**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)**

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STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

CASE NO.

Wells Fargo Bank, Nation Association, not
in its individual or banking capacity, but
solely as Trustee on behalf of Green Tree
Mortgage Trust 2005-HE1

COMPLAINT
Non-Jury

Plaintiff,

-vs-

James E. Turner a/k/a James Turner, Sr.,
Cynthia McGriff, Cynthia Lakeitha Turner,
Mary Louise Turner, Willie Henry, Emergent
Mortgage Corporation, Wells Fargo Bank,
National Association fka Wachovia Bank
National Association, Lisa Washington, Willie
Henry, Sr., South Carolina Department of
Employment and Workforce, ADT Security
Services, Inc., South Carolina Department of
Social Services, South Carolina Department of
Revenue, and United States of America acting
by and through its agency the Internal Revenue
Service

Defendant(s).

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

1. Pursuant to S.C. Code Section 33-15-101, Plaintiff is a corporation or other legal entity
doing business in the State of South Carolina.
2. That the Plaintiff is the owner and holder of the promissory note and mortgage,
hereinafter described, which are the subjects of this action.
3. The Plaintiff, in compliance with The Supreme Court of South Carolina *Administrative
Order Re: Mortgage Foreclosure and the Home Affordable Modification Program ("HMP")*,
2009-05-22-01, filed May 29, 2009, asserts that the loan subject to this action is not securitized

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or guaranteed by Fannie Mae or Freddie Mac, nor is the Plaintiff a servicer who has signed an agreement to participate in the HMP.

4. That the real property hereinafter described, which is the subject of this action, is situated and located in Richland County, South Carolina.

5. That some interest in or lien upon such real property is held or may be claimed by the Defendants herein.

FOR A FIRST CAUSE OF ACTION

6. That on or about July 12, 1996, real property identified as Richland County tax map number 12100-03-05 containing 1.0 acres was sold by the Honorable Joseph F. Anderson, Jr., United States District Judge. Defendant, James Turner, was the high bidder at said sale. (Real property identified as Richland Count tax map number 12100-03-05 is hereinafter referred to as "05 PARCEL")

7. That by deed dated July 24, 1996 and recorded October 7, 1996 in the Office of the Register of Deeds for Richland County in Book 1342 at Page 585 (hereinafter referred to as "ORIGINAL MARSHALL'S DEED"), The U.S. Marshall for the District of South Carolina did convey the 05 PARCEL unto Cynthia Lakeita Turner.

8. That by Amended Deed dated August 21, 1996 and recorded October 8, 1996 in the Office of the Register of Deeds for Richland County in Book 1342 at Page 610 (hereinafter referred to as "AMENDED MARSHALL'S DEED"), The U.S. Marshall for the District of South Carolina did covey the 05 PARCEL unto Defendant James Turner.

9. That, upon information and belief, the ORIGINAL MARSHALL'S DEED was recorded in error, and Defendant Cynthia Lakeita Turner has no right, title, or interest in the 05 PARCEL.

10. That upon information and belief, Plaintiff is entitled to an order of this court confirming Cynthia Lakeita Turner has no interest in the subject property, and further confirming the AMENDED MARSHALL'S DEED.

11. That by deed dated September 04, 2001, and recorded September 04, 2001 in the Office of the Register of Deeds for Richland County in Book 561 at Page 2948, Frazella D. Delaney conveyed real property identified as Richland County tax map number 12100-03-09 and further described as being a 1.0 acre tract known as Parcel B unto Defendant James Turner. (Real property identified as Richland County tax map number 12100-03-09 is hereinafter referred to as "PARCEL B")

12. That by deed dated December 2, 2002 and recorded April 14, 2003, in the Office of the Register of Deeds for Richland County in Book 781 at Page 1219 Defendant James Turner conveyed two one acre tracts identified only as being the 05 PARCEL unto to Mary Louise Turner.

13. That upon information and belief, the deed referenced in paragraph 11 above (hereinafter referred to as the "MARY LOUISE TURNER DEED") should have described the property being conveyed as being both the 05 PARCEL and PARCEL B.

14. That subsequently, Mary Louise Turner conveyed the 05 PARCEL and PARCEL B unto Cynthia McGriff and Willie Henry. Said deed being dated November 30, 2006 and recorded December 1, 2006 in the Office of the Register of Deeds for Richland County in Book 1257 at Page 2396.

15. That, upon information and belief, based upon Mary Louise Turner's subsequent conveyance of both the 05 PARCEL and PARCEL B, Plaintiff is entitled to an order reforming

the MARY LOUISE TURNER DEED to properly described the conveyed property as being both the 05 PARCEL and PARCEL B.

16. That by deed dated March 29, 2007, and recorded April 05, 2007, in the Office of the Register of Deeds for Richland County in Book 1300 at Page 1, Defendant James Turner conveyed the 05 PARCEL unto Willie Henry. (hereinafter referred to as the WILLIE HENRY DEED).

17. That, upon information and belief, the WILLIE HENRY DEED did not accomplish transfer of the 05 PARCEL as the 05 PARCEL was previously conveyed unto Mary Louis Turner (see MARY LOUISE TURNER DEED). Therefore, Plaintiff is entitled to an order of this court confirming that the WILLIE HENRY DEED referenced above did not convey title to the 05 PARCEL.

18. That by deed dated August 24, 2007, Willie Henry conveyed his one-half (1/2) interest in the 05 PARCEL unto Charlene Manning. Said deed being recorded September 06, 2007 in the Office of the Register of Deeds for Richland County in Book 1355 at Page 860.

19. That by deed dated June 18, 2012, Charlene Manning conveyed her one-half (1/2) interest in the 05 PARCEL unto Cynthia McGriff. Said deed being recorded June 18, 2012, in the Office of the Register of Deeds for Richland County in Book 1772 at Page 2643.

20. That, based on the above series of transactions, Cynthia McGriff is the current owner in fee simple of the 05 PARCEL.

21. That upon information and belief, Plaintiff is entitled to an order quieting title to the 05 PARCEL in the name of Cynthia McGriff.

FOR A SECOND CAUSE OF ACTION
(Mortgage Foreclosure as to Mortgage 1)

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22. The Plaintiff reincorporates and realleges each of the foregoing allegations as fully as if repeated herein verbatim.

23. That on or about November 6, 1996, for value received, James E. Turner executed and delivered to Emergent Mortgage Corp. a certain promissory note, in writing, according to the terms and conditions set out therein, by which said maker promised to pay to Emergent Mortgage Corp. the sum of \$121,500.00, together with interest thereon at the yearly rate of 11.49% per annum. Said note is hereinafter referred to as "Note 1"

24. That in order to better secure the payment of Note 1 and debt, in accordance with the terms and conditions thereof, the said James E. Turner executed and delivered on November 6, 1996 a mortgage (hereinafter referred to as "Mortgage 1", of real estate to Emergent Mortgage Corp., its successors and assigns, covering the following described property:

All that certain piece, parcel or lot of land, with any improvements thereon, containing two (2) acres, situate, lying and being on S.C. Road S-61, approximately five (5) miles North of the City of Columbia, in the County of Richland, State of South Carolina, the same being shown on Plat prepared for James E. Turner by B.P. Barber & Associates, Inc., Engineers, dated March 1, 1983, and recorded in the Office of the RMC for Richland County in Plat Book "Z" at page 4913, said property being described on said plat as follows: commencing at an iron on the right-of-way of S.C. Road S-61 and running S 74-01-45 E for a distance of 66.48 feet to an iron, and continuing S 76-53-25 E for a distance of 83.52 feet to an iron, along the right-of-way of said S.C. Road S-61, thence turning and running S 1-55-56 W for a distance of 589.47 feet along property of C.S.W. Co. to an iron; thence turning and running N 82-57-18 W for a distance of 146.71 feet along undesignated property to an iron; thence turning and running N 1-54-13 E for a distance of 608.71 feet along property of C.S.W. Co. to the point of commencement. Be all measurements a little more or less.

TMS: 12100-03-04

ALSO

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being approximately five miles North of Columbia, South Carolina, in the County of Richland, State of South Carolina, and being shown as 1.00 acre on a plat prepared for C.S.W., Co by B.P. Barber & Assoc., Inc., Engineers, dated October 7, 1982. Said parcel of land being bounded and measuring as follows: Bounded on the North by the highway right-of-way of South Carolina Road S-61 whereon it measures 120.0' feet; on the East by lands of C.S.W. Co. whereon it

measures 364.7' feet; on the South by lands of C.S.E. Co. whereon it measures 120.0 feet; and on the West by lands of C.S.E. Co. whereon it measures 364.7' feet. Be all measurements a little more or less.

TMS: 12100-03-05

25. That on December 19, 1996, said mortgage was recorded in the Office of the Register of Deeds for Richland County in Book 2058 at Page 516.

26. That by Assignment of Mortgage recorded December 19, 1996 in Book M2058 at Page 522, the subject mortgage was assigned by Emergent Mortgage Corporation unto Carolina Investors, Inc.

27. That Carolina Investors, Inc. assigned the subject mortgage unto Plaintiff, Wells Fargo Bank, Nation Association, not in its individual or banking capacity, but solely as Trustee on behalf of Green Tree Mortgage Trust 2005-HE1. Said assignment of mortgage cannot be located as evidenced by the Affidavit of Lost Assignment recorded May 25, 2018 in the Office of the Register of Deeds for Richland County in Book 2306 at Page 1330. By virtue of said assignment, Plaintiff is the holder said Note and Mortgage and entitled to enforce the same.

28. That said Mortgage 1 evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor and constitutes a first lien on the mortgaged premises.

29. That according to the terms and conditions of said Note 1 and Mortgage 1, it is provided that, in the event of default in the payment of any installment when due, the entire principal and accrued interest shall at once become due and payable at the option of the holder.

30. That the monthly payments due on said Note and Mortgage are in default since November 11, 2008; that the conditions of said Note and Mortgage have been broken; that the Plaintiff elects to and does, declare the entire balance of said indebtedness due and payable; that

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the principal balance as of said default date is \$110,321.67; that also due and owing is interest as provided at the rate set forth in the Note; that also due are late charges and the costs and disbursements of this action, including attorney's fees.

31. That it has become and is necessary for the Plaintiff to employ legal counsel to prosecute this action; and that a reasonable fee for the services of the Plaintiff's counsel should, according to the terms of said note and mortgage, be added to the amount of the mortgage debt.

32. Pursuant to §37-3-105, *South Carolina Code of Laws* (1976 as amended), the mortgage lien, which is subject to this action, is a first lien on real estate and is not a '*consumer loan*' for the purposes of the South Carolina Consumer Protection Code. Any notices of right to cure have been given as required.

33. That the Plaintiff has advanced and/or may advance certain sums for taxes and insurance and for inspecting and/or securing the subject property, which sums, according to the terms of said mortgage, should be added to the amount of the mortgage debt.

34. Plaintiff reserves all rights and benefits to which it may be entitled, including but not limited to the right to a deficiency judgment against any obligor and/or guarantor of the Note described herein, pursuant to S.C. Code Ann. § 29-3-660 (1976, as amended), following a judicial sale of the mortgaged premises. Plaintiff may waive its right to a deficiency judgment at any time prior to the sale herein.

FOR A THIRD CAUSE OF ACTION
(Declaratory Judgment)

35. The Plaintiff reincorporates and realleges each of the foregoing allegations as fully as if repeated herein verbatim.

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36. That on October 05, 2007, Emergent Mortgage Corp filed a "Lost Mortgage Satisfaction" as to Mortgage 1 above. Said Lost Mortgage Satisfaction being filed in the Office of the Register of Deeds for Richland County in Book 1364 at Page 1234.

37. That prior to the filing of said Lost Mortgage Satisfaction, Emergent Mortgage Corp. had already assigned Mortgage 1 unto Carolina Investors Inc., and therefore, Emergent Mortgage Corp. was not the owner/holder of the subject mortgage and did not have authority to satisfy Mortgage 1.

38. That Plaintiff believes it is entitled to an order of this court declaring the Lost Mortgage Satisfaction referenced in paragraph 36 and 37 above had no legal effect on Mortgage 1 and further declaring that Mortgage 1 has not been satisfied. .

FOR A FOURTH CAUSE OF ACTION
(Mortgage Foreclosure as to Mortgage 2)

39. The Plaintiff reincorporates and realleges each of the foregoing allegations as fully as if repeated herein verbatim.

40. That on or about February 12, 1997, for value received, James E. Turner executed and delivered to Green Tree Financial Servicing Corporation a certain promissory note, in writing, according to the terms and conditions set out therein, by which said maker promised to pay to Green Tree Financial Servicing Corporation the sum of \$55,250.00, together with interest thereon at the yearly rate of 12.00% per annum. Said note is hereinafter referred to as "Note 2"

41. That in order to better secure the payment of Note 2 and debt, in accordance with the terms and conditions thereof, the said James E. Turner executed and delivered on February 12, 1997, a mortgage (hereinafter referred to as "Mortgage 2"), of real estate to Green Tree Financial Servicing Corporation its successors and assigns, covering the following described property:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being approximately five miles North of Columbia, South Carolina, in the County of Richland, State of South Carolina, and being shown as 1.00 acre on a plat prepared for C.S.W., Co by B.P. Barber & Assoc., Inc., Engineers, dated October 7, 1982. Said parcel of land being bounded and measuring as follows: Bounded on the North by the highway right-of-way of South Carolina Road S-61 whereon it measures 120.0' feet; on the East by lands of C.S.W. Co. whereon it measures 364.7' feet; on the South by lands of C.S.E. Co. whereon it measures 120.0 feet; and on the West by lands of C.S.E. Co. whereon it measures 364.7' feet. Be all measurements a little more or less.

TMS: 12100-03-05

42. That on February 21, 1997, said mortgage was recorded in the Office of the Register of Deeds for Richland County in Book 2080 at Page 0253.
43. That by Assignment of Mortgage dated April 16, 2018 and recorded April 27, 2018 in Book 2298 at Page 2401, the subject mortgage was assigned by Ditech Financial LLC f/k/a Green Tree Servicing LLC f/k/a Consecro Finance Servicing Corp. f/k/a Green Tree Financial Servicing Corporation unto Plaintiff, Wells Fargo Bank, National Association, not in its individual or banking capacity, but solely as Trustee on behalf of the Green Tree Mortgage Loan Trust 2005-HE1. By virtue of said assignment, Plaintiff is the holder said Note and Mortgage and entitled to enforce the same.
44. That said Mortgage 2 evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor and constitutes a first lien on the mortgaged premises.
45. That according to the terms and conditions of said Note 2 and Mortgage 2, it is provided that, in the event of default in the payment of any installment when due, the entire principal and accrued interest shall at once become due and payable at the option of the holder.
46. That the monthly payments due on said Note and Mortgage are in default since October 20, 2008; that the conditions of said Note and Mortgage have been broken; that the Plaintiff

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elects to and does, declare the entire balance of said indebtedness due and payable; that the principal balance as of said default date is \$50,545.14; that also due and owing is interest as provided at the rate set forth in the Note; that also due are late charges and the costs and disbursements of this action, including attorney's fees.

47. That it has become and is necessary for the Plaintiff to employ legal counsel to prosecute this action; and that a reasonable fee for the services of the Plaintiff's counsel should, according to the terms of said note and mortgage, be added to the amount of the mortgage debt.

48. That any notices of right to cure have been given as required by the South Carolina Consumer Protection Code.

49. That the Plaintiff has advanced and/or may advance certain sums for taxes and insurance and for inspecting and/or securing the subject property, which sums, according to the terms of said mortgage, should be added to the amount of the mortgage debt.

50. That the Defendant Wachovia Bank National Association may have or claim to have an interest in the subject property by virtue of a Mortgage from Charlene R. Manning to Wachovia Bank National Association, in the original amount of \$27,800.00, filed in the Office of the Register of Deeds for Richland County on November 8, 2007 in Book RB1374 at Page 1978. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

51. That the Defendant, Lisa Washington, may have or claim to have an interest in the subject property by virtue of a judgment against James Turner, in the original amount of \$1,780.00, filed in the Office of the Clerk of Court for Richland County on February 20, 2018, in Case No.: 2018-CP-40-00964. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

52. That the Defendant, ADT Security Services, Inc., may have or claim to have an interest in the subject property by virtue of a judgment against Little Ones Child Care Center LLC, in the original amount of \$10,194.81, filed in the Office of the Clerk of Court for Richland County on January 25, 2012, in Case No.: 2011-CP-40-06077. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

53. That the Defendant, Willie Henry Sr., may have or claim to have an interest in the subject property by virtue of a judgment against James Turner Sr and Little Ones Child Care Center LLC, in the original amount of \$53,000.00, filed in the Office of the Clerk of Court for Richland County on January 16, 2009, in Case No.: 2007-CP-40-7282. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

54. That the Defendant, South Carolina Department of Social Services, may have or claim to have an interest in the subject property by virtue of a judgment against James Turner regarding child support, filed in the Office of the Clerk of Court for Richland County on August 10, 2011, in Case No.: 2008-DR-40-2679. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

55. That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, may have or claim to have an interest in the subject property by virtue of a Federal Tax Lien against Little Ones Child Care Center LLC, in the original amount of \$443.92, filed in the Office of the Register of Deeds for Richland County on November 8, 2011, under Serial Number 825658511. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

56. That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, may have or claim to have an interest in the subject property by virtue

of a Federal Tax Lien against Little Ones Child Care Center LLC and Cynthia L. McGriff Member, in the original amount of \$12,180.14, filed in the Office of the Register of Deeds for Richland County on December 14, 2011, under Serial Number 833980911. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

57. That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, may have or claim to have an interest in the subject property by virtue of a Federal Tax Lien against Little Ones Child Care Center LLC and Cynthia L. McGriff Member, in the original amount of \$28,145.33, filed in the Office of the Register of Deeds for Richland County on January 6, 2012, under Serial Number 839165111. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

58. That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, may have or claim to have an interest in the subject property by virtue of a Federal Tax Lien against Little Ones Child Care Center LLC and Cynthia L. McGriff Member, in the original amount of \$5,804.37, filed in the Office of the Register of Deeds for Richland County on February 13, 2012, under Serial Number 847568912. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

59. That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, may have or claim to have an interest in the subject property by virtue of a Federal Tax Lien against Little Ones Child Care Center LLC and Cynthia L. McGriff Member, in the original amount of \$2,069.90, filed in the Office of the Register of Deeds for Richland County on May 30, 2013, under Serial Number 940735113. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

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60. That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, may have or claim to have an interest in the subject property by virtue of a Federal Tax Lien against Little Ones Child Care Center LLC and Cynthia L. McGriff Member, in the original amount of \$260.36, filed in the Office of the Register of Deeds for Richland County on December 17, 2013, under Serial Number 973004213. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

61. That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, may have or claim to have an interest in the subject property by virtue of a Federal Tax Lien against Little Ones Child Care Center LLC and Cynthia L. McGriff Member, in the original amount of \$457.21, filed in the Office of the Register of Deeds for Richland County on February 20, 2014, under Serial Number 982614914. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

62. That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, may have or claim to have an interest in the subject property by virtue of a Federal Tax Lien against Little Ones Child Care Center LLC and Cynthia L. McGriff Member, in the original amount of \$573.31, filed in the Office of the Register of Deeds for Richland County on May 20, 2014, under Serial Number 999733914. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

63. That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property by virtue of a State Tax Lien against Little Ones Child Care Center LLC, in the original amount of \$754.06, filed in the Office of the Register of Deeds for Richland County on August 9, 2012, under Tax Lien Number 3-51442006-5. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

64. That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property by virtue of a State Tax Lien against Little Ones Child Care Center LLC, in the original amount of \$464.37, filed in the Office of the Register of Deeds for Richland County on October 13, 2014, under Tax Lien Number 3-51759581-4. Said judgment is junior and subordinate to the lien of the Plaintiff herein.
65. That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property by virtue of a State Tax Lien against Little Ones Child Care Center LLC, in the original amount of \$24,031.42, filed in the Office of the Register of Deeds for Richland County on January 12, 2015, under Tax Lien Number 416334. Said judgment is junior and subordinate to the lien of the Plaintiff herein.
66. That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property by virtue of a State Tax Lien against Cynthia McGriff, in the original amount of \$3,134.71, filed in the Office of the Register of Deeds for Richland County on April 14, 2009, under Tax Lien Number 3-51017188.0. Said judgment is junior and subordinate to the lien of the Plaintiff herein.
67. That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property by virtue of a State Tax Lien against Cynthia McGriff, in the original amount of \$960.49, filed in the Office of the Register of Deeds for Richland County on October 15, 2010, under Tax Lien Number 3-51190459-5. Said judgment is junior and subordinate to the lien of the Plaintiff herein.
68. That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property by virtue of a State Tax Lien against Cynthia McGriff, in the original amount of \$1,421.19, filed in the Office of the Register of Deeds for Richland County

on November 17, 2010, under Tax Lien Number 3-51201191-5. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

69. That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property by virtue of a State Tax Lien against Cynthia McGriff, in the original amount of \$197.90, filed in the Office of the Register of Deeds for Richland County on November 17, 2010, under Tax Lien Number 3-51201192-2. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

70. That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property by virtue of a State Tax Lien against Cynthia McGriff, in the original amount of \$368.07, filed in the Office of the Register of Deeds for Richland County on October 17, 2011, under Tax Lien Number 3-51311344-9. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

71. That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, may have or claim to have an interest in the subject property by virtue of a Federal Tax Lien against Cynthia L. McGriff, in the original amount of \$11,090.86, filed in the Office of the Register of Deeds for Richland County on September 19, 2011, under Serial Number 813474911. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

72. That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, may have or claim to have an interest in the subject property by virtue of a Federal Tax Lien against Cynthia L. McGriff, in the original amount of \$259,251.41, filed in the Office of the Register of Deeds for Richland County on November 8, 2011, under Serial Number 825658611. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

73. That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, may have or claim to have an interest in the subject property by virtue of a Federal Tax Lien against Cynthia L. McGriff, in the original amount of \$5,557.77, filed in the Office of the Register of Deeds for Richland County on November 8, 2011, under Serial Number 825658711. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

74. That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, may have or claim to have an interest in the subject property by virtue of a Federal Tax Lien against Little Ones Child Care Center LLC and Cynthia McGriff Member, in the original amount of \$12,180.14, filed in the Office of the Register of Deeds for Richland County on December 14, 2011, under Serial Number 833980911. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

75. That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, may have or claim to have an interest in the subject property by virtue of a Federal Tax Lien against Little Ones Child Care Center LLC and Cynthia McGriff Member, in the original amount of \$5,804.37, filed in the Office of the Register of Deeds for Richland County on February 13, 2012, under Serial Number 847568912. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

76. That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, may have or claim to have an interest in the subject property by virtue of a Federal Tax Lien against Little Ones Child Care Center LLC, in the original amount of \$443.92, filed in the Office of the Register of Deeds for Richland County on November 8, 2011, under Serial Number 825658511. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

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77. That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, may have or claim to have an interest in the subject property by virtue of a Federal Tax Lien against Little Ones Child Care Center LLC and Cynthia McGriff Member, in the original amount of \$260.36, filed in the Office of the Register of Deeds for Richland County on December 17, 2013, under Serial Number 973004213. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

78. That the Defendant, South Carolina Department of Employment and Workforce, may have or claim to have an interest in the subject property by virtue of a Tax Execution against Little Ones Child Care Center LLC, in the original amount of \$24,031.42, filed in the Office of the Register of Deeds for Richland County on January 12, 2015, in Book 1998 at Page 2550. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

79. Plaintiff reserves all rights and benefits to which it may be entitled, including but not limited to the right to a deficiency judgment against any obligor and/or guarantor of the Note described herein, pursuant to S.C. Code Ann. § 29-3-660 (1976, as amended), following a judicial sale of the mortgaged premises. Plaintiff may waive its right to a deficiency judgment at any time prior to the sale herein.

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

Find that Cynthia Lakeita Turner has no interest in the subject property and confirm the AMENDED MARSHALL'S DEED;

Find that Plaintiff is entitled to an Order reforming the MARY LOUISE TURNER DEED to properly described the conveyed property as being both the 05 PARCEL and PARCEL B;

Find that the WILLIE HENRY DEED did not convey title to the 05 PARCEL;

Find that Cynthia McGriff is the current owner in fee simple of the 05 PARCEL;

Find that the Lost Mortgage Satisfaction referenced in paragraph 36 and 37 had no legal effect and did not satisfy Mortgage 1;

Find that the Plaintiff's Mortgage 1 and Mortgage 2 be declared a first and second lien and that the Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes, insurance premiums and/or inspection or securing expenses, which may have been paid, a reasonable sum as attorney's fees and the costs of this action; and

That the Plaintiff's real property be sold under the direction of this Court, that the equity of redemption be barred, and that the proceeds of sale be applied as follows:

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

Second, to the payment and discharge of the amount due on the Plaintiff's note and mortgage, together with attorney's fees and costs as aforesaid, and

Third, the surplus, if any, be distributed pursuant to Rule 71 of the South Carolina Rules of Civil Procedure; and

That the Court issue an Order directing the Sheriff to place the successful purchaser at the foreclosure sale in possession of the subject real property, and all persons claiming thereunder and the removal therefrom of all furnishings, fixtures and items not subject to the lien of the Plaintiff's Mortgage, which personal property, if not removed shall be deemed abandoned and shall be removed by the Plaintiff or its agents from the Mortgaged Property by placing said property on the public street or highway or by any other means, including by force if necessary; and

An Order granting the appointment of a receiver should it become necessary, to secure and supervise the rental of the property to be foreclosed with the authority to take possession thereof

as further security for Plaintiff's debt; and

An Order be entered for reimbursement of all costs of inspecting and securing the property incurred by the Plaintiff as a result of the delinquency; and

The Defendant(s), and all persons whomever claiming by and through said Defendant(s), be forever barred of right, title and interest, of, in and to the Mortgaged Property and Collateral, and each and every part thereof; and

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

Columbia, South Carolina
July 5, 2018

s/Sara C. Hutchins
B. Lindsay Crawford, III (SC Bar# 6510)
Theodore von Keller (SC Bar# 5718)
Sara C. Hutchins (SC Bar# 72879)
B. Lindsay Crawford, IV (SC Bar# 101707)
Crawford & von Keller, LLC.
PO Box 4216
Columbia, SC 29240
Phone: 803-790-2626

Attorneys for Plaintiff

**NOTICE REQUIRED BY THE
FAIR DEBT COLLECTION PRACTICES ACT**
15 U.S.C. §1692, et seq., as amended

1. The Plaintiff named in the attached Summons and Complaint is the creditor to whom the debt is owed.
2. If the Plaintiff is different from the original creditor, the Plaintiff's firm will provide the debtor with the name and address of the original creditor, if requested by the debtor, in writing, within thirty (30) days of the receipt of this notice.
3. The debt described in the Complaint attached hereto and evidenced by the Note and Mortgage described therein will be assumed to be valid by the Plaintiff's law firm unless the debtor, within thirty days (30) after the receipt of this notice, disputes the validity of the debt or some portion thereof.
4. If the debtor notifies the Plaintiff's law firm, in writing within thirty days (30) of the receipt of this notice, that the debt or any portion thereof is disputed, the Plaintiff's law firm will obtain a verification of the debt, and a copy of such verification will be mailed to the debtor by the Plaintiff's law firm.
5. As of the date of the attached complaint you owe \$442,670.34 (this amount represents payoff plus attorney fees). Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, you may write or call the Plaintiff's law firm as set forth below.
6. Written requests should be addressed to Theodore von Keller, B. Lindsay Crawford, III, Sara Hutchins, B. Lindsay Crawford, IV, Attorneys at Law, PO Box 4216, Columbia, SC 29240. Telephone requests should be directed to said attorney at 803-790-2626

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

any unknown minors or persons)
 under a disability being a class)
 designated as Richard Roe,)

Defendant(s) .)
 -----)

HEARING

Thursday, May 11, 2023
 10:51 a.m. - 3:30 p.m.

The hearing before the Honorable Joseph M. Strickland, Master-In-Equity for Richland County, was taken at 1701 Main Street, #212, Columbia, South Carolina on the 11th day of May, 2004, before Mary Cooper Joy, Court Reporter and Notary Public in and for the State of South Carolina.



CREEL COURT REPORTING, INC.
 1230 Richland Street / Columbia, SC 29201
 (803) 252-3445 / contact@creelreporting.com

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APPEARANCES

Theodore von Keller, Esquire

Jason M. Hunter, Esquire

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1640 St. Julian Place

Columbia, South Carolina 29204

Attorney for the Plaintiff

Glenn Walters, Sr., Esquire

Glenn Walters & Associates, P.A.

Post Office Box 1346 (29116)

1910 Russell Street

Orangeburg, South Carolina 29115

Also Present:

Joyce Lackey, Crawford & von Keller, LLC

Charles D. Kevorkian, Shellpoint Mortgage

Hannah Cella

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MR. VON KELLER DIRECT EXAMINATION 75

MR. WALTERS . . CROSS EXAMINATION 126

MR. VON KELLER RE-DIRECT EXAMINATION 176

Certificate 0

EXHIBITS

(Plaintiff's Exhibit Numbers 1 through 24 were marked for identification purposes prior to the hearing and referenced as follows:)

(Plaintiff's Exhibit Numbers 25 through 27 and Defendant's Exhibit Number 1 were marked for identification purposes and referenced as follows:)

Plaintiff's Exhibit Number 1 . . . 6,25,29,30,39
 (Richland County Tax Map)



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Plaintiff's Exhibit Number 2	6,34,39
(Excerpt of deposition of James Turner)	
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Plaintiff's Exhibit Number 4	6,36,39
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Plaintiff's Exhibit Number 5	6,38,39,
.	63,114
(Lost Mortgage Satisfaction, 10/5/2007)	
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(Assignment of Note Number 1, 12/19/1996)	
Plaintiff's Exhibit Number 7	6,48,50
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(Note between J. Turner and Emergent Mortgage, 11/6/96)	
Plaintiff's Exhibit Number 10	6,98,99
(Mortgage of Loan Number 223)	
Plaintiff's Exhibit Number 11	6,99,102
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(Green Tree Worksheet Loan Detail)	
Plaintiff's Exhibit Number 12	6,104
(SC Secretary of State Document, Name Change of Emergent Mortgage to Conseco Finance Servicing Corp.)	
Plaintiff's Exhibit Number 13	6,105
(State of Delaware Public Record, Conversion of Conseco Finance Servicing Corp. to Green Tree Servicing, LLC)	
Plaintiff's Exhibit Number 14	6,106
(Delaware Secretaries of State Certificate of Merger)	



Plaintiff's Exhibit Number 15	6,108,109
(Affidavit of Lost Assignment)	
Plaintiff's Exhibit Number 16	6,109,111
(Lost Note Affidavit, 6/4/2009)	
Plaintiff's Exhibit Number 17	6,111,112
(Copy of Loan Number 223)	
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Plaintiff's Exhibit Number 26	
(Loan History Payment Summary)	
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(Deposition of James Turner, 3/11/22)	
Defendant's Exhibit Number 1	197
(Mortgage/Deed of Trust Assignment)	



1 (Plaintiff's Exhibit Numbers 1 through 24 were marked
2 for identification purposes prior to the hearing.)

3 **THE COURT:** This is Civil Action Number 2018-CP-40-
4 4044, Wells Fargo Bank National Association,
5 Etcetera, and Others, against James E. Turner
6 and Others.

7 My notes indicate this is a contested
8 foreclosure, and is that -- we're all on the
9 same page?

10 **MR. VON KELLER:** Yes, sir.

11 **MR. WALTERS:** Yes, sir.

12 **THE COURT:** All right. Mr. von Keller, you may
13 proceed with your opening statements.

14 **MR. VON KELLER:** Thank you, Your Honor.

15 Your Honor, this is a foreclosure of two
16 notes and mortgage, one note dated November
17 6th, 1996, in the amount of \$121,500. Note two
18 is a second mortgage over one of the two
19 tracts. That first mortgage -- Your Honor, if
20 I may, just so for clarity here, I'm going to
21 -- this is -- and I'm not admitting this in
22 evidence, but just for the Court's convenience,
23 this was a deposition exhibit that just -- a,
24 a tax map that just shows where the property is
25 so Your Honor can kind of have that in his mind



1 discovery, and that's where we are today. So
2 that is a -- it gives you a brief procedural
3 overview of the matter.

4 So we are prepared to proceed on the
5 foreclosure of those two notes and mortgage.
6 There is a, a cause of action. There -- we
7 have asked for a declaratory judgment. There
8 is a lost mortgage satisfaction that was file
9 -- of note number 1 that was filed on October
10 5 of 2007. The original note number 1, Your
11 Honor, in the amount of \$121,500 was signed a
12 month later by the mortgagee, Emergent Mortgage
13 Corporation, to Carolina Investors, so that was
14 in 1996. For reasons none of us can explain,
15 11 years later in a seven -- in 2007, a lost
16 mortgage satisfaction appeared in the public
17 records from Emergent, who had not had
18 possession of that note for 11 years, and we
19 believe that, on the face of it, that that lost
20 mortgage satisfaction is legally invalid, they
21 had no standing, no ownership rights to
22 effectuate that lost mortgage satisfaction. It
23 also re- -- it references the incorrect
24 document that it is satisfying.

25 We have a second cause of action asking



1 for the Court to declare that lost mortgage
2 satisfaction as invalid, I believe the lost
3 mortgage satisfaction is the basis of Mr.
4 Turner's claim. In his deposition, he
5 testified -- and we will explore this at
6 greater length, he testified in his deposition
7 that he had paid the loan off. He has no
8 documents to support that allegation. He
9 testified that the lost mortgage satisfaction
10 was a document that he requested. We believe
11 that testimony to be false and will explore
12 that at trial. To the best of my knowledge,
13 that is the position of the Defendant, that he
14 has paid loan number 1, the \$121,000 loan, off.
15 In his deposition, he admitted that he does
16 believe that he owes money on mortgage number
17 2, so what I believe, unless Mr. Walters can
18 correct me on this, but I believe that the, the
19 main thrust of the Defendant's defense is going
20 to be payment, and we have no documents to
21 support that defense.

22 **THE COURT:** Okay. Mr. Walters?

23 **MR. WALTERS:** May it please the Court.

24 **THE COURT:** Yes, sir.

25 **MR. WALTERS:** Your Honor, just some housekeeping



1 before we start: Their -- the Summons and
2 Complaint was filed with regards to four causes
3 of action, the first one, with regards to Ms.
4 Cynthia Turner, and we're not contesting that
5 issue, so that left three causes of action.
6 The first cause of action dealt with Cynthia
7 Turner and ownership of the property.

8 If we move to the second cause of action,
9 it is with regards to Emergent Mortgage
10 Corporation. Your Honor, in this particular
11 case, it has been brought up over and over
12 again consistently that, if you allege that
13 Emergent Mortgage Corporation, in this
14 particular case, loaned money and an assignment
15 was made to Carolina Investors -- and note that
16 Carolina Investors is -- we're all old enough
17 to remember Earle Morris and the, the gang of
18 dirty tricks and what went on at HomeGold.
19 Carolina Investors is HomeGold, and, in
20 addition to that, they're also Emergent
21 Mortgage. But under the circumstances, what
22 happened was, is that they ended up with this
23 particular mortgage being executed, and it was
24 assigned that day to, I believe, Carolina
25 Investors. And the issue that has been raised



1 consistently during this trial over and over
2 again, and it starts with paragraph 27, which
3 they allege in the Complaint, Carolina
4 Investors, Inc., assigned the subject's
5 mortgage to the Plaintiff, Wells Fargo Bank
6 National Association, not in its individual or
7 banking capacity, but solely as trustee of ad
8 for Green Tree.

9 Essentially, what happened was, is that we
10 indicated, and we did this at the summary
11 judgement hearing, why hasn't Emergent been
12 named as a defendant? You're asking for
13 Emergent, in this particular case, you're
14 refuting that their lost mortgage satisfaction
15 is incorrect. There are criminal and civil
16 liability on the part of Emergent with regards
17 to this issue. They signed a satisfaction
18 stating the mortgage had been paid, and, of
19 course, that's in our exhibits that we
20 submitted with regards to the summary judgement
21 motion, and we submitted it with regards to the
22 summary judgement motion, and it was Enclosure
23 Number 7 that we filed with the Court, and that
24 is the lost mortgage satisfaction of Emergent.
25 Essentially, what the Plaintiff is attempting



1 to argue is, is that the money was loaned by
2 Emergent, and, at the same time that the note
3 was signed and the mortgage was signed, they
4 assigned it to Carolina Investors. If you
5 notice what they state in their Summons and
6 Complaint, Carolina Investors, it was assigned
7 to, but they have to have somebody to come in
8 the courtroom and refute that that mortgage
9 somehow ended up back in the hands of Emergent.
10 In other words, it was endorsed in blank, and
11 Emergent got a hold of it again because
12 Emergent, what did they do in October of 2007?
13 They turned around and satisfied the mortgage,
14 they stated it had been paid. All along, we
15 have alleged, and we've brought this issue over
16 and over again with Attorney von Keller, why
17 haven't you named Emergent as a defendant?
18 We're alleging that Emergent, in this
19 particular case, satisfied the mortgage,
20 there's a document sworn under oath, and it's
21 Enclosure Number 7, and what that document says
22 is two individuals from Emergent satisfied that
23 mortgage and it was over, and that was in 2007.
24 They have refused to name an indispensable
25 party, as we brought up at the summary



1 judgement motion. And the summary judgement
2 motion, when they said that discovery wasn't
3 turned over, they gave us 449 pages, and we
4 simply told them at the discovery, discovery is
5 the 449 pages that you gave us. We don't have
6 any documents, and he was handed those same 449
7 documents that he'd given to us, that's the
8 only paperwork we have. We said if Emergent --
9 in this particular case, they assigned it to
10 Carolina Investors. There is nothing under the
11 law that prevents a subsequent Endorsement in
12 Blank being given to someone else, and,
13 evidently, in this case, Emergent Mortgage
14 signed a satisfaction stating the debt had been
15 paid, and there were no problems, and that was
16 done in 2007.

17 We're here before the Court, and we want
18 to take away rights from Emergent, we want to
19 subject them to criminal and civil liability
20 because there's a satisfaction on record, and
21 he refused to name them as a defendant, they
22 refused to name Carolina Investors as a
23 defendant, they refused to name HomeGold as a
24 defendant because what we're going to find out
25 is, with the gang of dirty tricks that Earle



1 Morris headed up and these mortgages that were
2 moving all over the place, they're asking for
3 relief before the Court, and that interested
4 party is not here today. But we do have a
5 document that is signed, notarized, and sworn
6 to by employees from Emergent.

7 And, under the circumstances, they're here
8 before the Court, and look at their Summons and
9 Complaint. Their first cause of action, they
10 go in, and they ask for -- and this is from
11 Emergent, and we brought this up at the summary
12 judgement hearing, which was denied, and it was
13 a partial denial, so you could come back again,
14 he never came back again. In mortgage number
15 1, what do they ask for? They ask, in this
16 particular case, that, under the circumstances,
17 the Plaintiff has advanced monies and sums. It
18 goes on to state that, in this particular case,
19 it was assigned to Carolina Investors, but they
20 offer no evidence and only the discovery as to
21 how Emergent ended up with that particular
22 Endorsement in Blank. They have to have
23 somebody from the company here, they have to
24 have somebody testify as to what Emergent did.
25 They have no one before this Court. In fact,



1 we sent out discovery, and there's only one
2 witness that they have to testify today from
3 Shellpoint. Again, they have not named
4 Emergent as a defendant.

5 But if we go further in the Summons and
6 Complaint, they ask for a declaratory
7 judgement, and, in this particular case,
8 they've got to produce some type of evidence to
9 knock that lost mortgage satisfaction out, to
10 get rid of it, and the only way they can get
11 rid of it is you've got to name Emergent as a
12 defendant, and they failed to do so. So
13 they're before the Court saying we want a
14 relief from a, from a business entity, we've
15 never named them as a defendant, we haven't
16 brought them before the Court, and we believe
17 that business entity made a mistake and they
18 never should have satisfied the lost mortgage
19 satisfaction, but he never named them as a
20 defendant, they've never served them, they've
21 never brought 'em before the Court. Under our
22 Rules of Procedure, they have failed miserably,
23 and we've asked for this from the beginning,
24 we've asked for this during summary judgement,
25 and we simply stated, look, bring Emergent into



1 the courtroom, and we can get to the bottom of
2 this. And they failed to do so, they don't
3 want to bring in the gang of dirty tricks that
4 were involved with our Lieutenant Governor,
5 they don't want to bring in Carolina Investors.

6 But look at the facts: There was a merger
7 that occurred between Emergent and Carolina
8 Investors, that's the first that it happened,
9 around the year 2000. The year 2007, that's
10 when Emergent came out and said, look, we're
11 going to satisfy this mortgage here. They have
12 no proof that there was an Endorsement in
13 Blank, or, or, somehow, that it stayed with
14 Carolina Investors. What we do know is there
15 was an Endorsement in Blank and, in addition to
16 that, we do know that there was a satisfaction
17 that was done under oath. So we're proceeding
18 forward to litigate a case, and guess who's
19 before the Court? Only Mr. Turner. And the
20 other individuals that they named in this cause
21 of action, they failed to name as defendants
22 and properly serve them.

23 And the second cause of action -- and let
24 me go to the third one that they had, Your
25 Honor. I beg the Court's indulgence just for



1 a moment. They asked for a declaratory
2 judgement in this particular case, and the
3 declaratory judgement that they're asking for -
4 - and I'll flip back to it here, it goes on to
5 state, Emergent filed a lost mortgage
6 satisfaction, that, prior to filing of the lost
7 mortgage satisfaction, Emergent Corporation had
8 already assigned the mortgage number 1 to
9 Carolina Investors. Because there is an
10 assignment, that does not restrict one from
11 endorsing a Note in Blank and it move around to
12 someone else, and, in this particular case,
13 Emergent got it, and Emergent satisfied that
14 lost mortgage satisfaction. They don't have
15 one person from Carolina Investors here, and
16 they don't have one person from Emergent
17 Mortgage here.

18 Now, they go on, in their second cause of
19 ac- -- in their third cause of ac- -- or fourth
20 cause of action, they then address the issue
21 with regards to the mortgage that's on the
22 daycare center. And in this particular case,
23 if we look at the mortgage on the daycare
24 center, there's an assignment that's done. And
25 I called Attorney von Keller, and I said, look,



1 it, it states that there were other valuables
2 and consideration that were put up in order to
3 do the transfer, but there was one document
4 that you submitted to us, and it's page 388 out
5 of the 400-or-so pages that you gave us. And
6 if we look at page 388, because I believe you
7 Bates-stamped it -- it's always his complaint
8 that you don't have anything. Well,
9 essentially, my case is, is that documents that
10 they gave me -- and I sat down, and I read all
11 400 pages. Let's go to page 388, what does it
12 state? Green Tree Financial Servicing
13 Corporation, a corporation organized and
14 existing under the laws of the state of
15 Delaware, hereby assigns First Trust National
16 Association, its successors and assigns, all
17 right, title, and interest into a certain
18 mortgage and deed of trust dated February 12th,
19 1997, made by James Turner. The question we've
20 got to ask ourselves is -- and most people,
21 when they look at these mor- -- these trustees
22 on these captions, this trust ran out in 2005
23 when you were supposed to put items in the
24 corpus. They're referring to something that
25 occurred 11 years later.



1 (Off the record side discussion.)

2 MR. WALTERS: In all your years of experience as a
3 judge, I don't believe this Court's ever seen
4 a corpus or a trust that stayed open that long,
5 and it says here 2005, and this is what the
6 Plaintiff put on the paperwork: -HE.

7 So, under the circumstances, they are the
8 architect of their own dilemma, and they first
9 produced paperwork that shows what, the
10 mortgage was satisfied. They allege that the
11 mortgage, that satisfaction is in error. They
12 have failed to bring those interested parties
13 before the Court to refute that satisfaction,
14 they have no one here to testify with regards
15 to Emergent, Carolina -- HomeGold, whatever you
16 want to call it, the gang of dirty tricks,
17 there is no one here. In addition to that,
18 there's a transfer of this mortgage in this
19 particular case before it even was sent to
20 Wells Fargo. And this trust closed, and it
21 says 2005-HE, and, Your Honor is -- you're
22 certainly more learned than I am with regards
23 to the corpus of the trust. So, under the
24 circumstances, we, we crave that the Court
25 require them to produce some witness that can



1 refute the lost mortgage satisfaction from
2 Emergent, or we simply ask that the case be
3 dismissed because all interested parties are
4 not before this Court. They simply want to
5 take away something that was done, under law,
6 with civil penalties, from Emergent, Carolina
7 HomeGold, whatever you want to call it, or
8 HomeGold, whatever you want to call it, and
9 they have no one before this Court to refute
10 that lost mortgage satisfaction. They didn't
11 even subpoena the witnesses that signed that
12 particular lost mortgage satisfaction to simply
13 come to this courtroom and say, that's not
14 correct, that's not what happened. And all of
15 us know, from the years of foreclosures and
16 Endorsement in Blank, it belongs to the party
17 who has possession of it. And, in this
18 particular case, Emergent signed a
19 satisfaction, and they stated it had been paid,
20 and they want to refute it without having
21 Emergent before this Court.

22 **THE COURT:** You can call your ---

23 **MR. VON KELLER:** And, just briefly in response, Your
24 Honor ---

25 **THE COURT:** You can call your first witness.



1 **MR. VON KELLER:** May I respond to what Mr. Turner
2 said, what Mr. ---

3 **THE COURT:** Walters.

4 **MR. VON KELLER:** --- Walters said?

5 **THE COURT:** Yeah.

6 **MR. VON KELLER:** A very dramatic opening statement,
7 it overlooks a couple of very key, fundamental
8 points. The assignment from Emergent to
9 Carolina Investments was recorded properly on
10 December 1996; the alleged lost mortgage
11 satisfaction was recorded on Octo- -- was
12 signed on October 5, 2007. How do you satisfy
13 a mortgage that you have not had for 11 years?

14 Number two, the lost mortgage satisfaction
15 references that it is satisfying the document
16 filed at pa- -- in book M2080, page 0253, that
17 happens to be -- that is where the mortgage is.
18 What it says that it is satisfying is book
19 M2058, page 0522, that's the assignment from --
20 to 1996.

21 So the lost mortgage satisfaction upon
22 which they rest their hopes is invalid on its
23 face for two reasons, we don't require
24 witnesses for that. A document that's, you
25 know, signed by someone who clearly gave up



1 their interests 11 years earlier, you don't
2 need to produce testimony for that, so I'm
3 afraid that we're being drawn down a rabbit
4 hole.

5 What I would point out to the Court that
6 we did not hear about, what we did not hear
7 about the fact, and you're going to hear this
8 in just a moment, is that Mr. Turner in his
9 answer and in his deposition admits to signing
10 both notes, both mortgages, and making payments
11 on them. Number two, what you didn't hear is
12 that, in his deposition -- you're going to hear
13 about more of this later, when questioned about
14 this lost mortgage satisfaction and how he came
15 into possession of it, Mr. Turner testified
16 under oath, under oath, that he called the bank
17 that he was making payments for when he had
18 paid off the loan and asked them to create this
19 document. That, Your Honor, and forgive my
20 language, is a lie because, in 2007, he was
21 paying Ditech, that's who held the loan at the
22 time. He did not call Emergent, but he called
23 Ditech, so the idea that he paid them off by
24 calling the bank is simply inaccurate.

25 So, with that in mind, we would call our



1 first witness. We call the Defendant, James
2 Turner, to the stand.

3 **THE COURT:** Okay. Mr. Turner?

4 Would you swear the witness, please?

5 **COURT REPORTER:** Raise your right hand.

6 **MR. TURNER:** (Witness complies.)

7 **COURT REPORTER:** Do you solemnly swear that the
8 testimony you give in this matter is the truth,
9 the whole truth, and nothing but the truth, so
10 help you God?

11 **MR. TURNER:** Yes.

12 **MR. TURNER - DIRECT EXAMINATION BY MR. VON KELLER:**

13 Q: Mr. Turner, I'm going to go ahead and hand you
14 a copy of the ---

15 **MR. VON KELLER:** Your Honor, I have provided the
16 court reporter with my exhibits, I provided
17 Your Honor with a copy, I've provided Mr.
18 Turner with a copy, and I've provided Mr.
19 Walters with a copy.

20 Q: Mr. Turner, do you recall that I took your
21 deposition on March 11, 2022, and I explained
22 to you that this lawsuit is a foreclosure over
23 two tracts of land, a ca- -- a 2-acre tract
24 marked by tax map ending in 05, that's where
25 your home is, correct -- 04?



1 A: I don't know by number which one it is but ---

2 Q: That's the 2-acre tract, correct?

3 A: Okay. All right. Yes, sir.

4 Q: All right. And a 1-acre tract marked by tax
5 map number 05, and that's where the former
6 daycare center is, right?

7 A: Yeah. That's correct.

8 Q: And I handed your lawyer a, a -- what was
9 marked as a Exhibit Number 1 to the deposition,
10 which is a Richland County tax map. This tax
11 map shows those two tracts, does it not, sir?

12 **(Plaintiff's Exhibit Number 1 was introduced into the**
13 **record at this time.)**

14 A: (Witness reads.)

15 Q: Four and five are the ---

16 A: No.

17 Q: --- two tracts that we are talking ---

18 A: Can ---

19 Q: --- about today.

20 A: Can I go get my glasses?

21 Q: Sir?

22 A: Can I go get my glasses?

23 Q: Yes, sir. I'll get them for you.

24 A: Okay.

25 **MR. VON KELLER:** Thank you.



1 **MR. WALTERS:** Uh-huh.

2 **Q:** Here you are, sir.

3 **A:** Thank you, sir.

4 **Q:** Yes, sir.

5 **A:** I'm seeing here one piece of land missing.

6 **Q:** Okay. So that's what we're talking about now,
7 the ones -- the 2-acre tract identified by the
8 number ending in 04, and the 1-acre tract
9 ending in 05, correct?

10 **A:** Okay.

11 **Q:** I'm sorry, sir. I, I didn't hear what you
12 said. That is -- we -- that's what we're
13 talking about, right, Mr. Turner?

14 **A:** That one, that's a 3-acre tract right there,
15 ending in 04.

16 **Q:** Okay. And 09, the, the little flag tract, that
17 is not governed by this, right?

18 **A:** No, sir. But what I'm sayin', it's a 1-acre
19 tract in between there.

20 **(Off the record side discussion.)**

21 **MR. VON KELLER:** Excuse me just one minute, Your
22 Honor.

23 **THE COURT:** Uh-huh.

24 **Q:** So let me show you -- this is already in the
25 evidence, this is already in, in evidence, Mr.



1 Turner, this is the Complaint that I filed in
2 this action, and this is your Answer that's
3 also been filed in this act- -- matter. All
4 right?

5 **MR. VON KELLER:** Glenn, do you need a copy?

6 **MR. WALTERS:** Yes, uh-huh, 'cause that was filed pro
7 se, I think.

8 **(Off the record side discussion.)**

9 **MR. VON KELLER:** Okay. Here you go.

10 **MR. WALTERS:** Thank you.

11 Q: All right. I've handed you up the Complaint
12 that I filed in this matter and the Answer, and
13 I want you to -- I want to look at some of the,
14 the pleadings here.

15 If you will look at -- let me direct your
16 attention to paragraph 24 of my Complaint. In
17 paragraph 24 of my Complaint, I allege that you
18 entered into a mortgage that secured both the
19 2-acre tract identified as 05 and the 1-acre
20 tract identified as 14. Now, let's look at
21 your Answer in that regard and direct your
22 attention to paragraph 10 of your answer, and,
23 in paragraph 10 of your Answer, you admit that.
24 You drafted this Answer yourself. You
25 understand that, in filing an Answer, you are



1 making certain admissions under oath. You
2 admitted that you signed the mortgage that I'm
3 referencing in paragraph 24, correct?

4 A: Ye- -- I'm tryin' to get a understanding. Are
5 you callin' 05 two acres or one acre?

6 Q: 04 is the 2-acre tract, correct?

7 A: Yes, sir.

8 Q: And 05 is the 1-acre tract, correct?

9 A: And it's supposed to be a 1-acre tract between
10 all of those.

11 Q: That's right. But that's -- we're not talking
12 about that.

13 A: Oh, okay. All right.

14 Q: Okay.

15 A: But ---

16 Q: But what we're talking about is your pleadings,
17 so let's start and make sure that we're correct
18 here. Let's look, if you will, let's look at
19 paragraph 23 of my Complaint, in which I said
20 you gave Emergent Mortgage Corporation a note,
21 in writing, in which you promised to pay them
22 121,500. And when we go to your Answer, you
23 admit that in paragraph 10, correct?

24 A: Yes. I signed a mortgage.

25 Q: Okay. Well, that actually had said you signed



1 the note, we're talking, first of all, about
2 the note, you signed the note, correct?

3 A: Yes, sir.

4 Q: Okay. And you also admit that you signed the
5 mortgage, correct?

6 A: Yes, sir.

7 Q: And you admitted that in your Answer?

8 A: (Nods head.)

9 Q: All right. And you also, when I took your
10 deposition, you recall that I took your
11 deposition on March 11th, and you required --
12 I advised you that you were testifying under
13 oath, just like you would in trial, correct?

14 A: Yes, sir.

15 Q: All right. And in the deposition, you admitted
16 that you ---

17 **MR. VON KELLER:** Okay, where are all the, where are
18 my copy of the exhibits? Right, everybody has
19 one.

20 Q: In -- let me direct your attention to your list
21 of Exhibits there and ask you to look at
22 Plaintiff's Exhibit Number 1. Do you see that,
23 sir?

24 A: Which paper is that?

25 **MR. VON KELLER:** May I approach, Your Honor?



1 Q: Okay, you have your stack of exhibits, right?
2 These are going to be your exhibits.

3 A: Okay.

4 Q: So that's what we're going to be talking about
5 now.

6 A: Oh, okay.

7 Q: So let's take this binder clip off, if you
8 would, please, so you can get to 'em, and let's
9 just move all of this to the side so you can --
10 all right. I'm now talking about -- I'm gonna
11 go through these in number. This is
12 Plaintiff's Exhi- -- they're all numbered.

13 A: Okay.

14 Q: This is a transcript from the deposition.

15 **MR. VON KELLER:** And, Your Honor, I'd like to go
16 ahead, and Rule 32 allows me to submit the
17 deposition in its entirety. I'd like to submit
18 the deposition to the Court, and I have also
19 filed with the clerk -- Court certain excerpts,
20 but I would like the Court to have the entire
21 deposition.

22 **(Plaintiff's Exhibit Number 27 was introduced into**
23 **the record at this time.)**

24 **THE COURT:** All right.

25 Q: All right. So, in Plaintiff's Exhibit Number



1 1, I am asking you about the, I am asking you
2 about Exhibit 5, which is attached with -- as
3 the note, and I'm asking you, do you remember
4 you agreed to make monthly payments starting in
5 December of '96 in the amount of 1,202.29, and
6 you agreed. And you agree with that today,
7 correct?

8 A: Yes, sir.

9 Q: And then, on page 17, which is the second page,
10 I ask you -- I showed you Exhibit, Deposition
11 Exhibit Number 6, which is the mortgage, and I
12 ask if that's the mortgage that you gave, and
13 you said that, yes, that is the mortgage that
14 you gave, correct?

15 A: You gave -- you showed me a mortgage?

16 Q: Yes, sir, and it is attached, I showed it to
17 you, and if you will look at the transcript
18 here, I'm showing you Exhibit 6, which is
19 attached, and I'm asking you if that's the
20 mortgage that you gave, and you said, on line
21 17, that it is, correct?

22 A: Tell you the truth, I don't even remember you
23 showing me the mortgage.

24 Q: Okay. Well, let, let's just look at what's in
25 writing then.



1 A: Okay.

2 Q: Let's just go with what's wri- -- in writing --
3 -

4 A: Okay.

5 Q: --- whether you remember it or not. So if you
6 will flip to the second page, please, 17, it
7 shows that I am showing you Exhibit 6, which is
8 attached there, Exhibit 6 is the mortgage, and
9 it asked you these questions, and I asked them,
10 you gave them a mortgage, and you said -- what
11 does that say there on line 17?

12 A: It says correct.

13 Q: All right. So there's no dispute about the
14 note and mortgage in regards to loan number 1;
15 is that correct?

16 A: According to this.

17 Q: Well, that's what you swore under oath, Mr.
18 Turner, both in your Answer and in the
19 deposition, so we -- can we agree that there is
20 no dispute about you giving, signing the note
21 and the mortgage on note number 1?

22 A: No. There's no dispute.

23 Q: What?

24 A: No dispute.

25 Q: Okay. Thank you, sir. All right.



1 All right. Let me -- and you still have
2 the Complaint over there beside you, sir? Let
3 me direct your attention to -- on my Complaint,
4 go to page -- go to the fourth cause of action,
5 the mortgage foreclosure, paragraph 40.

6 May I assist you, sir? Okay. You got
7 it. Go to paragraph 40. Here, flip the pages
8 till you get to 40 so I can help you get to
9 'em.

10 Okay. And, in paragraph 40, sir, I am
11 asking you about the second note, and I am
12 asking you about the promissory note for
13 \$55,000 that you signed on February 12th, and
14 in your Answer -- let me direct your attention
15 to your Answer. In pa- -- paragraph 4 -- 14,
16 you admit paragraph 40, correct?

17 A: That's right.

18 Q: All right. So you have admitted that you
19 signed the second note, as well, correct?

20 A: Correct.

21 Q: So that's not in dispute either, is it, sir?

22 A: No, sir.

23 Q: Okay. Then I ask you about the, the mortgage
24 in paragraph -- give me one moment, sir. I ask
25 you about the mortgage in paragraph 41, and you



1 admit that, as well, in paragraph 14 of your
2 answer; is that correct, sir? So, here, I'll
3 help you here a minute. In paragraph 41 of my
4 Complaint, it starts down here at the bottom,
5 I talk about the mortgage and I reference the,
6 the tract. And in your answer, you admit 41,
7 correct? Take your time. Read 41, and it
8 references the mortgage, and, here, you admit
9 that you signed the mortgage, and that's
10 mortgage number 2, correct, Mr. Turner?

11 A: Correct.

12 Q: So there is no dispute about you signing the
13 note and mortgage on note, on loan number 2; is
14 that correct?

15 A: That is correct.

16 Q: All right. Because I also ask you about that
17 in your deposition, and if you will look at
18 Exhibit 2, if you will look at Exhibit 2, sir.

19 **(Plaintiff's Exhibit Number 2 is introduced into the**
20 **record at this time.)**

21 Q: Let's move that aside, and we'll go to Exhibit
22 -- and set that over here, if you would, and --
23 all right. Let's go to Exhibit 2. Exhibit 2
24 is your deposition, and I ask you in line three
25 on page 38 if it's your, if it is your



1 signature on that mortgage, and you say that it
2 is, and then it attaches Exhibit 14, which is
3 the mortgage that we've just been talking
4 about, this is mortgage number two, Deposition
5 Exhibit 14. Here is the second mortgage, and
6 I ask you up here if you admitted you entered
7 into the mortgage, and you said correct, so you
8 also admitted to that in your deposition,
9 correct?

10 A: Correct.

11 Q: All right. So there's no issue here regarding
12 the note and the mortgage.

13 Now, you contend that you have paid the
14 November 6th, 1996 loan for \$121,500 off, don't
15 you?

16 A: Correct.

17 Q: Okay. And I, when I asked you in your
18 deposition if you had any records to show that
19 you have paid them off, you said you did not;
20 isn't that correct?

21 A: That's correct.

22 Q: All right. Go to Exhibit Number 3.

23 **(Plaintiff's Exhibit Number 3 was introduced into the**
24 **record at this time.)**

25 Q: And on the second page of that, on page 42, I



1 said, do you have any documents that show you
2 paid number, loan number one off, and you said,
3 not that I know of; is that correct?

4 A: Yes. That's what I said.

5 Q: All right. Go to Exhibit Number 4, please.

6 **(Plaintiff's Exhibit Number 4 was introduced into the**
7 **record at this time.)**

8 Q: Okay. And on page 49 of the deposition, I
9 mention that I served your attorney with
10 interrogatories and requests for production
11 that is marked as Exhibit Number 20, and I
12 attached them, and I ask you on the second page
13 of your deposition, I say, as we sit here
14 today, do you have any documents that will show
15 that the payment history is incorrect and that
16 you have made any payments on these loans since
17 2008? And you testified, under oath, not that
18 I know of. And I said, and you have testified
19 under oath that you searched for records and
20 are unable to find them, and you say, that's
21 correct. Is that not also -- is that not what
22 you said?

23 A: At that time, that's what I said, but I did run
24 across a, a couple of piece of paper that was
25 in the past where I had made payments.



1 Q: And have you provided them to me? No. So you
2 have not given me any of these pieces of paper
3 upon which you talk. This case has been
4 pending since 2018. I served you in ---

5 A: It wa- -- it was after ---

6 Q: --- the discovery ---

7 A: --- it was after this that I found that.

8 Q: Sir?

9 A: I said it was after this that I had found that.
10 And I also ---

11 Q: Do you have them ---

12 A: --- I ---

13 Q: --- with you today?

14 A: No, sir.

15 Q: Okay. You've been ---

16 A: Not all ---

17 Q: --- aware of this trial now for a month, the
18 case has been pending since 2018, I took your
19 deposition a year ago, and I still don't have
20 any documents from you.

21 A: But, sir, if I, if I hadn't been makin' these
22 payments, I would've been in this courtroom a
23 whole lot sooner than today, I don't think
24 nobody would allow me to hold a mortgage for 10
25 or 15 years before they try to make me



1 foreclose if I wasn't payin' it. I paid it,
2 and I paid it in full.

3 Q: Okay. Let's, let's go ahead and look at that.
4 Let's take a look at Plaintiff's Exhibit Number
5 5, please.

6 (
7 **was introduced into the record at this time.)**

8 Q: Do you have that in front of you, sir?

9 A: Yes, sir.

10 Q: This is the lost mortgage satisfaction which
11 you bel- -- that -- which you believe is
12 evidence that you paid this loan, correct?

13 A: Correct.

14 Q: What is the date on this lost mortgage
15 satisfaction, sir?

16 A: It is 8/15/2005, or 2015.

17 Q: October 7th -- excuse me, October 5 what? No.
18 Look at it, it says Witness this hand, what
19 does that date say, sir? Let me approach for
20 this.

21 A: Oh, October, October -- that, that was the 5th
22 of October, 2007.

23 Q: Okay. October 7 -- okay. October 5, 2007,
24 correct?

25 A: Correct.



1 Q: All right.

2 **MR. VON KELLER:** Your Honor, all, all of a sudden it
3 dawned on me, I'm showing you these exhibits,
4 and I have not moved to admit them into
5 evidence. I would like to -- I -- we've gone
6 over four exhibits. I would move to exhibit --
7 admit Plaintiff's Exhibits 1 through 4, please.

8 **THE COURT:** Mr. Walters?

9 **MR. WALTERS:** No objection, Your Honor.

10 **THE COURT:** All right. Motion is granted.

11 **MR. VON KELLER:** Thank you, Your Honor.

12 **(Plaintiff's Exhibit Numbers 1 through 4 were**
13 **admitted into evidence at this time.)**

14 Q: So is this the lost mortgage satisfaction that
15 you believe is your evidence that you have paid
16 this loan off, Mr. Turner?

17 A: Yes, sir, it is.

18 Q: All right.

19 **MR. VON KELLER:** And, Your Honor, I move to admit
20 Number 5.

21 **THE COURT:** Okay. Mr. Walters?

22 **MR. WALTERS:** No objection, Your Honor.

23 **THE COURT:** Okay.

24 **(Plaintiff's Exhibit Number 5 was admitted into**
25 **evidence at this time.)**



1 Q: Now, I would like you to look at Exhibit Number
2 6, please.

3 (Plaintiff's Exhibit Number 6 was introduced into the
4 record at this time.)

5 Q: And that is the assignment of the note number
6 1, and this document is filed on December 19,
7 1996; is that correct? It's the stamp on the
8 side there, sir.

9 A: Oh, yeah. I see it, yeah.

10 Q: That's correct?

11 A: It's in -- and, yes, December 19, 1995 or 6, I
12 can't make out which one it is.

13 Q: All right. Let me come a little closer to see.
14 Twel- -- nine -- December 19, 1996, correct?

15 A: Yeah. Okay, yeah.

16 Q: Okay. And it's referring to the \$121,000
17 mortgage with Emergent; is that not correct?

18 A: That's right.

19 Q: All right. And it shows that they are
20 assigning it to Carolina Investors, Inc.,
21 correct?

22 A: I guess that's what you got here.

23 Q: It says, up at the top, Assignment of Security
24 Interest, correct?

25 A: Yes, sir.



1 Q: And it says, for value received, Holder sells,
2 transfers, assigns, grants, and conveys the
3 security interest [sic] and the note described
4 herein, all Holder's rights and interests in
5 the security instrument and note. So, by this
6 document, Emergent is transferring all of its
7 rights in your mortgage to Carolina Investors
8 in December 19, 1996, correct? That's what
9 this document says; is that not correct, sir?

10 A: I sup- -- that's what the document says.

11 Q: Okay. And, yet, some 11 years later, you would
12 have this Court believe that Emergent, who has
13 not had any legal right or title or interest in
14 this ---

15 **MR. WALTERS:** Objection, Your Honor. He didn't cite

16 ---

17 **MR. VON KELLER:** Well, I hadn't quite finished my
18 question.

19 **THE COURT:** Hold on a second.

20 Q: You would have this Court believe that, 11
21 years later, Emergent, who by this legal
22 document had transferred all of its legal
23 rights 11 years ago, had the authority to sign
24 this lost mortgage satisfaction; is that your
25 position, sir?



1 A: I don't quite understand any of what I'm up
2 here talking about, to be honest with you.

3 Q: Okay.

4 A: And ---

5 Q: Well, and, I mean, you, you ---

6 A: --- I ---

7 Q: --- understand the, the function of time.

8 A: That ---

9 Q: You understand that ---

10 A: Yeah.

11 Q: --- by the docu- -- by, by Plaintiff's Exhibit
12 Number 6, Emergent is transferring its rights
13 in the mortgage to Carolina Investors, and, 11
14 years later, Emergent is trying to satisfy that
15 mortgage when they know -- they hadn't had in
16 11 years. That ---

17 **MR. WALTERS:** Objection.

18 Q: --- that's what these documents ---

19 **MR. WALTERS:** Objection.

20 Q: --- say, correct?

21 **THE COURT:** Mr. Walters, Mr. Walters has an ---

22 **MR. WALTERS:** Objection, Your Honor.

23 **THE COURT:** On what ground?

24 **MR. WALTERS:** He has never laid ground work to
25 substantiate that Emergent did not have it



1 within that 11 years. He has not produced a
2 witness that will state that there was an
3 Endorsement in Blank or that it was never
4 endorsed and it was held by Carolina Investors.
5 He does not have witnesses for Carolina
6 Investors, he does not have witnesses for
7 Emergent Mortgage. The only thing he has is an
8 assignment. An assignment does not prevent a
9 subsequent transfer by Endorsement in Blank.

10 **THE COURT:** Right.

11 **MR. WALTERS:** And the problem he has here is he
12 doesn't have anyone to do that, and he's, and
13 he's misleading the witness under the
14 assumption that, if the assignment occurred,
15 the mortgage can't go anywhere. That's totally
16 incorrect. The mortgage could go through 20
17 other people if there is an Endorsement in
18 Blank, and they have no one here to
19 substantiate that.

20 **THE COURT:** All right. Mr. von Keller?

21 **MR. VON KELLER:** Your Honor, the, the records of the
22 Richland County Register of Deeds established
23 the title history on this note. He is asking
24 me to prove a negative, that there are other
25 documents that might exist. Well, they're not



1 in the public records. We have to rely on the
2 public records.

3 **MR. WALTERS:** Objection.

4 **MR. VON KELLER:** The ---

5 **MR. WALTERS:** Your Honor, he could simply name the
6 Carolina Investors as a defendant and bring
7 those people in, take 'em out of the jails and
8 bring 'em here. He can certainly go in and get
9 the people who work for Emergent Mortgage, and
10 he can subpoena them and bring them here. But
11 he failed to name Emergent as a defendant, and
12 he failed to name Carolina Investors as a
13 defendant. He has brought no one before this
14 Court, and he wants you to operate under the
15 assumption that there's an assignment and
16 nothing else could occur under those
17 circumstances.

18 **THE COURT:** Well, what's your objection?

19 **MR. WALTERS:** My objection is, is that the question
20 is misleading, and he has not laid the proper
21 foundation to impeach my client. He's asking
22 my client, if there is an assignment that
23 occurred, it can't go anywhere else. He has
24 not laid the proper foundation. He needs some
25 witnesses to come in and refute that it didn't



1 go anywhere else, and he needs to bring in
2 witnesses from Emergent to say that, he needs
3 to bring in witnesses from Carolina to say
4 that, he needs to bring in witnesses from
5 HomeGold to say that. They're all sitting in
6 jail, or they just got out of jail under
7 probation, and he could bring them to the
8 Court, and they he could substantiate exactly
9 what happened with that document. But, just
10 because it was assigned, it does not prevent a
11 subsequent transfer by Endorsement in Blank,
12 and, in this particular case, that part of the
13 chain is missing when he talks about the public
14 record. The public record would not have that
15 information.

16 **THE COURT:** All right. Objection overruled.

17 **MR. VON KELLER:** Thank you, Your Honor.

18 Q: That is your position, correct? And I think --
19 let, let's turn our attention ---

20 **THE COURT:** I just need you to ---

21 Q: --- take a look at ---

22 **THE COURT:** --- wait.

23 Q: --- Exhibit Number ---

24 **THE COURT:** Mr. von Keller, I -- give him time. You
25 asked him ---



1 **MR. VON KELLER:** Sir?

2 **THE COURT:** You asked him a question, and then you
3 answered it, you didn't let him answer it.

4 **MR. VON KELLER:** Thank you.

5 **Q:** That is your position, correct, Mr. Turner,
6 that that lost mortgage satisfaction is
7 evidence that you paid off this loan?

8 **A:** Yes, it is, and I really would appreciate it if
9 we did have some of the people that I original
10 was payin' and just, not just some people that
11 just got greedy enough to, to put some
12 paperwork together to try to go after me and a
13 whole lot of other people. I really feel
14 offended that I'm in here today on a, a
15 foreclosure that I have worked so hard for all
16 of my life to try to have a home for my family,
17 but yet I'm tied up in a bunch of, of legal
18 litigations where somebody claimin' that I
19 didn't pay for somethin'. I would like some of
20 these people to be in here to -- face to face
21 with me.

22 **Q:** Thank you for that.

23 So, let's talk, then, about these payments
24 that you made that would have led to this loan
25 being satisfied in 2007. I asked you to



1 provide records of those payments, didn't I?
2 And I questioned you on this in your
3 deposition. I provid- -- I provided you a copy
4 of the payment history that showed that you had
5 not made any payments since 2009.

6 **MR. WALTERS:** Objection.

7 **THE COURT:** What ground?

8 **MR. WALTERS:** Your Honor, this question has been
9 asked and answered over and over again. He's
10 asking him about some payments that were made
11 16 years ago, and his response has been I
12 didn't find the paperwork, I couldn't find
13 anything from 16 years ago, and he said, I
14 found something after the deposition, but I
15 didn't bring it with me today.

16 **THE COURT:** All right. Sustained.

17 **MR. VON KELLER:** Sir?

18 **THE COURT:** Sustain the objection.

19 **MR. VON KELLER:** On the grounds of?

20 **THE COURT:** Asked and answered.

21 **MR. VON KELLER:** Thank you, Your Honor.

22 Your Honor, I have two more exhibits, and
23 may I be candid with you, they ask him that
24 question again because that's the crit- --
25 that, that's what this case is about ---



1 **THE COURT:** Uh-huh.

2 **MR. VON KELLER:** --- about do you -- you claim you
3 made payments, and I ask him in the deposition
4 three different, or, at least, three different
5 times. And Plaintiff's Exhibit 7 and 8 are
6 further questions of that, and I'd like to
7 introduce that just so that the Court knows
8 that we thoroughly explored this, so.

9 **THE COURT:** Then it shouldn't be a problem.

10 **MR. VON KELLER:** All right. Thank you, Your Honor.

11 **THE COURT:** Uh-huh.

12 Q: I ask you to look at Exhibit Number 7, please,
13 Mr. Turner.

14 **(Plaintiff's Exhibit Number 7 was introduced into the**
15 **record at this time.)**

16 **MR. VON KELLER:** And, Your Honor, just so I can keep
17 track of it, I, I admitted 6, did I not?

18 **THE COURT:** Yes.

19 **MR. VON KELLER:** Thank you. Just keeping track of
20 everything.

21 **MR. WALTERS:** Your Honor ---

22 **THE COURT:** Not a problem.

23 **MR. WALTERS:** --- we'll stipulate to 7 and 8, we'll
24 stipulate to it, that that's what he asked
25 during the deposition.



1 MR. VON KELLER: That's ---

2 MR. WALTERS: It's the ---

3 MR. VON KELLER: --- all right.

4 MR. WALTERS: --- same record ---

5 MR. VON KELLER: I'd like to have this as -- go
6 before the Court, if you don't mind.

7 Q: So in ch- -- Exhibit Number 7, I ask you again
8 if you had any records to show that the payment
9 history was incorrect, and you said not that
10 you know of, and I ask you if you were unable
11 to provide me with any documents, and, on page
12 51, you said, that's correct. You don- -- you
13 don't have any documents, and you have not
14 given me any documents that showed you paid off
15 this loan, have you, sir?

16 A: I haven't given you any document. It was a
17 fire at my home and where a lot of, a lot of
18 stuff was thrown out of the house, and it very
19 well could have been in some of that.

20 Q: You didn't mention that to me during the
21 deposition, anything about a fire.

22 A: You never asked me, sir.

23 Q: When I asked you if you had searched for
24 everything and if you had found them, you said
25 no.



1 A: And, and it was not a complete fire, it was a
2 fire in the den, and SERVPRO and some other
3 companies came in and cleaned out a whole lot
4 of stuff, and it's, and it was smut over
5 everything. They had to do a whole lot of ---

6 **MR. VON KELLER:** Your Honor ---

7 A: --- work.

8 **MR. VON KELLER:** --- I move to admit Plaintiff's
9 Exhibit 7, the portion of the deposition, and
10 I think he's stipulated to that.

11 **THE COURT:** Mr. Walters?

12 **MR. WALTERS:** No objection, Your Honor.

13 **THE COURT:** Okay. Motion is granted.

14 **(Plaintiff's Exhibit Number 7 was admitted into**
15 **evidence at this time.)**

16 Q: And one, and one more question on your
17 deposition, sir, I ask you to look at Exhibit
18 Number 8.

19 **(Plaintiff's Exhibit Number 8 was introduced into the**
20 **record at this time.)**

21 Q: And I -- it's just, yeah, the, the fourth time
22 I ask you if you had any records, and you again
23 say you don't have any records showing that a
24 -- payments that differ from my client's
25 records, and you said you don't, correct?



1 A: At that time.

2 Q: Okay.

3 **MR. VON KELLER:** Your Honor, I move to admit
4 Plaintiff's 8.

5 **THE COURT:** Mr. Walters?

6 **MR. WALTERS:** No objection, Your Honor.

7 **THE COURT:** Okay. Motion is granted.

8 **(Plaintiff's Exhibit Number 8 was admitted into**
9 **evidence at this time.)**

10 Q: So, you contend that, in your -- when I took
11 your deposition, I ask you about this lost
12 mortgage satisfaction, and I ask you exactly
13 how it was you obtained it, and you said that
14 you got it at the courthouse; is that correct?

15 A: Yeah, that's correct.

16 Q: Was that after you got my Complaint that had
17 the cause of action to declare it invalid, is
18 that the first time you learned of it?

19 A: When you wanted -- when it -- I went down to
20 the courthouse and got it when I needed it to
21 come to court.

22 Q: Okay. And when would that have been?

23 A: I don't remember exactly when it was, I'm not
24 gonna sit here and lie to you.

25 Q: Okay. Was it -- and the way that you had



1 become aware of this lost mortgage
2 satisfaction, was it because you saw it
3 attached to my pleadings and referenced in my
4 pleadings?

5 A: That may have been it. I don't quite remember,
6 I'm tryin' to tell ya'.

7 Q: Okay. But you didn't get it in 2007, did you?

8 A: I could have, and I couldn't have, I don't
9 remember, sir.

10 Q: Well, I mean, that's a 11-year gap.

11 A: That's why ---

12 Q: If you had gotten it in 2007, why would you
13 have made payments in 2008 and 2009 if you had
14 paid it off?

15 A: If they would'a marked this paid and if I did
16 know about it, it could'a still been there, and
17 I could'a been payin' them, one of these other
18 crooks that done picked this mortgage up and
19 went on with it. That's why I'm askin' you, is
20 there any way that we can bring somebody from,
21 from the people who originally started this
22 thing, and let's get to the bottom of it with
23 them 'cause the way I'm seein' it in the here-
24 and-now, this is just a bunch of people that
25 got some paperwork together that wanna



1 foreclose on my house and don't even have all
2 of the people here today to speak about it.

3 Q: Let's just look at -- let me direct your
4 attention to your deposition in -- on page 44,
5 and I admitted the deposition.

6 **(Plaintiff's Exhibit Number 27 was referenced at this**
7 **time.)**

8 Q: When I, I asked you exactly where the document
9 came from, and you said, it came from the
10 people I paid, and I said, how did you obtain
11 it, and you said you went to the courthouse and
12 got a copy of it, and then I said, did you call
13 and ask someone to prepare it?

14 **MR. WALTERS:** I want to object, Your Honor. We've
15 asked this question four ---

16 **MR. VON KELLER:** No, we ---

17 **MR. WALTERS:** --- times.

18 **MR. VON KELLER:** --- haven't, not this question.
19 I'm asking him specifically about the lost
20 mortgage satisfaction, I'm not asking anything
21 about that yet, about where he got it and how
22 he obtained it.

23 **THE COURT:** All right. Sustained. I'm sorry.
24 Overruled.

25 Q: All right.



1 **THE COURT:** Commence direct.

2 **Q:** So I asked you on page 45, did you call and ask
3 someone to prepare this document? And you
4 said, after it was paid, and I said, yes, sir,
5 at any time, and you said, yeah. I said, who
6 did you call, and you said, the mortgage
7 company, and I ask you ---

8 **A:** I, I don't ---

9 **Q:** --- what company was that?

10 **A:** I don't recall having them record anything, I
11 don't remember doin' that.

12 **Q:** Okay. I'm talking about your testimony in
13 March of 2021. When I had you under oath, I
14 asked you how you obtained this document, and
15 you testified, on page 45 of your deposition,
16 that you called the mortgage company to get the
17 lost mortgage satisfaction.

18 **A:** Sir, you led me into that answer, and I was
19 tryin' to calculate how did I come up with it
20 or who did put it together. Half of this in
21 here, I don't even understand what's going on
22 now.

23 **Q:** Well ---

24 **A:** All I'm doin' is tryin' to answer your
25 questions as close as I possibly can.



1 Q: Okay. Well, let's go over these questions
2 'cause you say I kind of led you into it. So
3 I asked you, did you call and ask someone?
4 A: And I said I don't know.
5 Q: No, sir.
6 A: I don't know.
7 Q: That's not what you said.
8 A: No, and maybe ---
9 Q: And you said ---
10 A: At that time, I might'a said the answer that
11 you was leadin' me to give you.
12 Q: That's no -- I'm not leading you, I asked you
13 a straight question ---
14 A: Oh, okay.
15 Q: --- did you call, and you said, yes, sir. And
16 then I said, who did you call, and you said,
17 the mortgage company. I'm not ---
18 A: What ---
19 Q: --- leading, I'm asking ---
20 A: What ---
21 **THE COURT:** Hold ---
22 Q: --- you a blank ---
23 **THE COURT:** Hold on.
24 A: --- but ---
25 Q: --- question.



1 **THE COURT:** Hold on a minute.

2 A: And where I'm talking about the mortgage ---

3 **THE COURT:** Stop.

4 A: --- people, so apparently I must have called
5 the mortgage company.

6 Q: Okay. Well, let's talk about that ---

7 A: But, but I'm ---

8 **THE COURT:** That's not ---

9 A: --- not sure that I did, that's what I'm tryin'
10 to ---

11 **THE COURT:** Stop.

12 A: --- tryin' to ---

13 **THE COURT:** Stop.

14 A: --- explain.

15 **THE COURT:** Stop for a minute. I don't want y'all
16 to have an argument.

17 **MR. VON KELLER:** Thank you, sir.

18 **THE COURT:** You asked him questions, and he answered
19 the questions.

20 **MR. VON KELLER:** I'll move on.

21 **THE COURT:** Yeah, yeah, please.

22 **MR. VON KELLER:** Okay.

23 Q: So, I asked you who did you call, and you said
24 the mortgage company, and the mortgage company
25 in 2007 was Green Tree, that was who you were



1 paying your loan to in 2007, Green Tree, so it,
2 is it your position today that you called Green
3 Tree and they completed a document for
4 Emergent?

5 **MR. WALTERS:** Objection, Your Honor. I think he
6 answered the question. He asked him who did
7 you call, and he said the mortgage company. He
8 also inquired as to what company or what it
9 was, he said I didn't know. No one said Green
10 Tree. If you can show me in the transcript
11 where he said Green Tree ---

12 **MR. VON KELLER:** No, I, I didn't, I didn't say he
13 said Green Tree.

14 **THE COURT:** I ---

15 **MR. VON KELLER:** I'm asking him that question.

16 **THE COURT:** Now, hold on a second. All right.
17 Sustained. Rephrase the question.

18 Q: Do you recall who your mortgage company was in
19 2007?

20 A: Sir, this mortgage done, done shift so many
21 different hands, I couldn't tell you who I was
22 talkin' to.

23 Q: Do you ---

24 **MR. VON KELLER:** And I beg your indulgence just for
25 a moment, Your Honor.



1 Q: You agree that you continued to make payments
2 on this loan in 2008, with the last payment
3 coming in January of 2009; is that ---

4 **MR. WALTERS:** Objection, Your Honor.

5 A: I don't ---

6 **MR. WALTERS:** I think the ---

7 A: --- remember that.

8 **MR. WALTERS:** --- question that they're asking -- is
9 it mortgage number 1, is it mortgage number 2?
10 What exactly are you asking when ---

11 **MR. VON KELLER:** All right. I, I'll ---

12 **MR. WALTERS:** --- you're fully making ---

13 **MR. VON KELLER:** --- clarify it.

14 **MR. WALTERS:** --- that question and, and con- --
15 trying to confuse him.

16 **MR. VON KELLER:** I'll clarify that.

17 Q: You made payments on both of these loans on
18 January 31 of 2009. Do you recall doing that?

19 A: I don't recall doin' it.

20 Q: Okay. Do you recall making payments on both of
21 these loans in 2008 and 2009?

22 A: I don't remember the exact date, sir.

23 Q: Okay. If my client's records reflect that you
24 made payments in 2008 and 2009, do you have any
25 evidence to say that that is incorrect?



1 **MR. WALTERS:** Objection, Your Honor. You haven't
2 provided any records that state that.

3 **MR. VON KELLER:** I asked a question: Do you have
4 any records to ---

5 **THE COURT:** Hold ---

6 **MR. VON KELLER:** --- show that that ---

7 **THE COURT:** --- hold up. Overruled.

8 **Q:** Do you have any records to show that that is
9 incorrect?

10 **A:** I'd like to see some records if you have 'em.

11 **MR. VON KELLER:** Your Honor ---

12 **Q:** --- I've already provided you with those
13 records, the payment history, several times.
14 Now, do you have any records to show that those
15 -- my client's payment history is incorrect?

16 **A:** And, like I said, I had a couple of pieces of
17 paper that I found, I can give those to you.

18 **Q:** Okay. So, if the, if the records of my client
19 reflect that you made payments in 2008 to 2009,
20 that would be after this lost mortgage
21 satisfaction in 2007, correct?

22 **MR. WALTERS:** Objection, Your Honor. He hasn't
23 designated whether it's mortgage number 1 or
24 mortgage number 2. We've got a lost mortgage
25 satisfaction on mortgage number 1, and we've



1 got a lost mortgage assignment that's with
2 regards to mortgage number 2.

3 Could you please, instead of compounding
4 the sentence, simply ask him the question?

5 **THE COURT:** All right. And rephrase the question,
6 please.

7 Q: If the records of my client reflect that you
8 continued to make payments on note and mortgage
9 1 and note and mortgage 2 in 2008 and 2009,
10 then that would have been after this
11 satisfaction that was done in October of 2007,
12 correct?

13 A: I think we still need to talk to the people who
14 satisfied the loan ---

15 Q: I don't ---

16 A: --- and see why they accepted ---

17 Q: Very well.

18 A: --- the money.

19 Q: But can you answer my question and then explain
20 what it is you want to say?

21 That would be after 2007, correct? You
22 made payments on note and mortgage 1 and note
23 and mortgage 2 in 2008 and 2009, that would be
24 after the mortgage satisfacti- -- the lost
25 mortgage satisfaction in 2007 ---



1 A: If I did ---

2 Q: --- correct?

3 A: --- if I did ---

4 Q: That's a simple question ---

5 A: But if I ---

6 Q: --- Mr. Turner.

7 A: --- didn't know it was satisfied, then I
8 probably did.

9 Q: Okay. And in your deposition, you testified
10 you called them and got this, so why would you
11 have made payments after you had satisfied it?

12 A: I don't understand how any of this have gotten
13 so far off track when I paid these people in
14 full. Now, what documents you have -- the mo--
15 -- lost mortgage satisfaction is the document
16 that I consider shows that I paid off my house,
17 but we conjuring up with a whole bunch of other
18 stuff to conflict that. So why can't we bring
19 some of those people in that caused this
20 creation rather than us standin' to the side
21 arguin' with each other? We not the meat of
22 it, the meat of it is the people who created
23 this problem for me, and that's HomeGolds (ph)
24 and all of these other people. Can you bring
25 them to the courtroom so we can get a fair



1 assessment of this?

2 Q: Thank you. I asked you a simple question, and
3 you're giving me this long, rambling
4 dissertation.

5 THE COURT: Not another -- the same topic.

6 MR. VON KELLER: Huh?

7 THE COURT: Yeah.

8 Q: Please answer my ---

9 THE COURT: No.

10 Q: --- questions with a ---

11 THE COURT: All right. I think I get your point.

12 MR. VON KELLER: All right. Thank you, Your Honor.

13 THE COURT: Yeah. I got your point.

14 MR. VON KELLER: And, just for the record, check --
15 keeping track, yes, I've admitted deposition 8
16 -- Exhibit 8?

17 THE COURT: Uh-huh.

18 MR. VON KELLER: I have no further questions for Mr.
19 Turner.

20 THE COURT: Okay. Mr. Walters?

21 MR. WALTERS: May it please the Court.

22 THE COURT: Yes, sir.

23 **MR. TURNER - CROSS-EXAMINATION BY MR. WALTERS:**

24 Q: Mr. Turner, they alluded to the date of October
25 5th of 2007. Is that the date of the lost



1 mortgage satisfaction that you received?

2 A: Yes, sir.

3 Q: All right. And you also ---

4 **MR. WALTERS:** And I don't know what you marked it as
5 with regards it being before the Court, but I
6 would refer to the lost mortgage satisfaction.

7 **(Plaintiff's Exhibit Number 5 was referenced at this**
8 **time.)**

9 Q: You heard Attorney von Keller allude to the
10 fact about the book and page number. I want
11 you to read to His Honor -- in this particular
12 case, they said a mortgage, a lost mortgage
13 satisfaction was being executed, and what's the
14 book and page number of that mortgage?

15 A: The book and page number is M2058.

16 Q: All right.

17 **MR. WALTERS:** And, Your Honor, I'd ask that you take
18 judicial notice of what was alluded to in the
19 Summons and Complaint with regards to that
20 matter, and it's alleged by the Plaintiff in
21 this case as book number M2058.

22 Q: All right. Now, you instructed me as your
23 attorney to send out discovery, to find out
24 what was going on in this case, and ask them to
25 produce some documents; is that correct?



1 A: That is correct.

2 Q: And I believe they produced over 5 -- close to
3 4 or 500 documents; is that right?

4 A: Correct.

5 Q: All right. And in the information that we went
6 through, did they produce one witness with
7 regards to the transactions involving HomeGold?

8 A: No, sir.

9 Q: Did they produce one witness with regards to
10 Carolina Investors?

11 A: No, sir.

12 Q: Did they produce any documentation with regards
13 to anyone that worked for Emergent Mortgage?

14 A: No, sir.

15 Q: Now, the lost mortgage satisfaction that was
16 executed here, could you read the names off of
17 the individuals that were working for this
18 particular company?

19 **MR. WALTERS:** And, Your Honor, I'm referring to page
20 one of the lost mortgage satisfaction.

21 Q: All right. It says here, who was the officer
22 that signed? What is that person's name?

23 A: It look like Carl Jackson or Johnson.

24 Q: Okay. And who is the witness?

25 A: David Rob- -- Robinson.



1 Q: All right. And then they swore under oath, and
2 they signed the second page, and who signed
3 that document?

4 A: Carl Jackson.

5 Q: All right. And in addition to that, it was
6 also sworn to in front of a notary, and what
7 was that person's name?

8 A: It look like Terry Smith or something.

9 Q: Okay. So, in this particular case, they had
10 the document, they produced this document in
11 this particular case, and when we went through
12 the lawsuit, they were asking that this
13 document be set aside; is that correct?

14 A: That's correct.

15 Q: All right. And have they produced anyone in
16 this courtroom to substantiate that that
17 document was executed improperly?

18 A: No, sir.

19 Q: All right. And it does refer to a mortgage,
20 doesn't it?

21 A: Yes, sir.

22 Q: And is that your mortgage?

23 A: That's my mortgage.

24 Q: And in this particular case, I think the only
25 witness that they've identified, and, forgive



1 me if I'm wrong, Mr. Duke Kevorkian, and that's
2 the individual that's in the courtroom here; is
3 that correct?

4 A: Correct.

5 Q: All right. Now, you've been asked a lot of
6 questions about when you made a payment, did
7 you make a payment, why did you make a payment
8 in this particular case. We've gone through
9 carefully what an assignment is, and we've also
10 talked to you carefully about an Endorsement in
11 Blank. Do you understand what that means?

12 A: Could you explain it to me?

13 Q: All right. One of the bases of capitalism is,
14 is that they have to be able to engage ---

15 MR. VON KELLER: Objection ---

16 Q: --- and subject ---

17 MR. VON KELLER: --- Your Honor. Is there a
18 question here?

19 THE COURT: Well, well, I think he answered your
20 question, he didn't understand what an
21 Endorsement in Blank was.

22 MR. WALTERS: Yes. And I believe he said ---

23 THE COURT: Could you explain it to me ---

24 MR. WALTERS: --- could you explain ---

25 THE COURT: --- but you could.



1 MR. WALTERS: --- it to me?

2 THE COURT: But Mr. ---

3 MR. WALTERS: I'll explain it to you if you don't
4 know.

5 THE COURT: Yeah. Well, and ---

6 A: Yeah, I don't know, so.

7 MR. VON KELLER: How is he going to testify about
8 something he doesn't understand?

9 THE COURT: I, I understand. Maybe, maybe you can
10 clarify your questioning?

11 MR. WALTERS: Yes, sir.

12 THE COURT: You, you -- your question was do you
13 know what an Endorsement in Blank, and he said
14 he doesn't know, could you please explain it to
15 me.

16 MR. WALTERS: All right. But ---

17 THE COURT: And ---

18 MR. WALTERS: --- I'll move on.

19 THE COURT: Let that move on, please.

20 MR. WALTERS: All right.

21 Q: Mr. Turner, were you ever notified that, in
22 this particular case, Carolina Investors was
23 going to endorse the note in blank and give it
24 to another investor?

25 A: No, sir.



1 Q: Did you have any idea the crook shenanigans and
2 what ended up people -- people ended up in jail
3 with, with regard to Carolina Investors,
4 Emergent Mortgage, and HomeGold, did you have
5 any idea what was going on there?

6 A: No, sir.

7 Q: All right. And in this particular case,
8 without that knowledge and being aware of it,
9 did you just do what you agreed to with regards
10 to this mortgage?

11 A: That's right.

12 Q: All right. And, of course, when you received
13 this document that said the debt had been paid
14 off, that was the year 2007; isn't that right?

15 A: Correct.

16 Q: All right. And it's now 2023. How many years
17 has gone by?

18 A: Now, 2023 from 2007, that's almost 20-somethin'
19 year.

20 Q: All right. So, in this particular case, it's
21 close to about 16, isn't it?

22 A: That's right.

23 Q: All right. And would you keep financial
24 records from something that occurred 16 years
25 ago?



1 A: Not at all.

2 Q: All right. And you also stated there was a
3 fire inside of your home?

4 A: Yes, sir.

5 Q: All right. And 16 years ago, do you have any
6 documentation that was going on in your life at
7 that time?

8 A: Not a whole lot. I stumble on a piece of paper
9 here and there every now and again, but most of
10 that paperwork is out of my home, and the
11 sheets and the bedspreads and all done changed
12 since then.

13 Q: All right. Now, we had a chance to review the
14 400-or-so documents that were produced by
15 Attorney von Keller in this case; is that
16 correct?

17 A: Yes, sir.

18 Q: All right. And do they have a witness that can
19 substantiate what was paid and, and why there
20 was a satisfaction and how did they get a hold
21 of your particular paperwork? Have they
22 produced anyone?

23 A: Yeah, no witnesses.

24 Q: Okay. And in this particular case, you're
25 before the Court because they're alleging that



1 you did not pay this debt.

2 A: Yes, sir.

3 Q: Did you pay it?

4 A: Sir?

5 Q: Did you pay this debt?

6 A: Yes, sir.

7 Q: All right. And in this particular case, as far
8 as HomeGold is concerned, where is that company
9 now?

10 A: I think they're out of business.

11 Q: All right. And what about Carolina Investors?

12 A: I think they in jail.

13 Q: Okay. And what about Emergent Mortgage?

14 A: I think they out of business.

15 Q: All right. So companies disappear everyday,
16 would you agree?

17 A: I agree.

18 Q: But people that work for those companies don't
19 disappear, do they?

20 A: No, they do not.

21 Q: They either go to jail or they move on to
22 something else or they engage in other work and
23 some of them die, wouldn't you agree?

24 A: I agree.

25 Q: And in this particular case, has there been any



1 due diligence or effort on the part of the
2 Plaintiff in this particular case to
3 substantiate what went on with this company?

4 A: It don't appear to be.

5 Q: All right.

6 **MR. WALTERS:** Your Honor, I have no further
7 questions.

8 **THE COURT:** Mr. von Keller?

9 **MR. VON KELLER:** Just briefly.

10 **MR. TURNER - RE-DIRECT EXAMINATION BY MR. VON KELLER:**

11 Q: Mr. Tuner, do you recall reaching out to my
12 client in March of 2009 and asking for a loan
13 modification and saying that the -- you know,
14 you were paying too much and you wanted the,
15 the interest rate and the payments on these two
16 loans modified? Do you remember doing that in
17 2009?

18 **MR. WALTERS:** Objection, Your Honor. He needs to
19 designate what he's referring to, is it
20 mortgage number 1 or mortgage number 2?

21 **MR. VON KELLER:** Okay. Thank you.

22 Q: Mr. Turner, do you recall requesting that my
23 client make a loan modification on both loan
24 number 1 and loan number 2 on or about March of
25 '09, in which you requested lower rates and



1 lower interest rates? Do you recall writing
2 them and requesting that?

3 A: I don't remember it, sir.

4 Q: Okay.

5 **MR. VON KELLER:** And I did not mark this as an
6 exhibit, and I have, only have the one copy.
7 I'm going to show it to opposing counsel.

8 **MR. WALTERS:** When did you receive this document?

9 **MR. VON KELLER:** It was in another file that I was
10 not provided, I have not produced it to you.

11 **MR. WALTERS:** Your Honor, we make a motion that this
12 information be excluded. We served our
13 discovery request. We've received over 500
14 documents. We're on the -- it's not the eve of
15 trial, trial's actually going on. We've never
16 seen these documents. And it's from a
17 different institution, of what I can see here,
18 another bank.

19 **MR. VON KELLER:** Those are his bank records that he
20 provided us.

21 **MR. WALTERS:** Right. But I've -- if this is his
22 bank records then ---

23 **MR. VON KELLER:** And there is his letter.

24 **MR. WALTERS:** Yes. But, under the circumstances,
25 Your Honor, on the eve of trial and actually



1 trying the case, this should be excluded. It
2 was never provided to us, we've never seen this
3 documentation, and it -- too little too late on
4 this particular day. His deposition was taken,
5 and the documents were never presented, so we
6 make a motion to exclude any evidence that he's
7 attempting to present at this time. Under our
8 Rules, we don't have trial by ambush anymore.

9 **THE COURT:** I understand. Von Keller, where did you
10 get this document?

11 **MR. VON KELLER:** Your Honor, I -- in preparing for
12 trial, my client looked, and, you know, I
13 believed that we had produced the entire file,
14 a file full of those 500 documents. This was
15 in a sub-file, like a loan modification file,
16 that I only got a, a day or two ago. I did not
17 produce it. It is a letter from Mr. Turner,
18 signed by Mr. Turner, asking for ---

19 **MR. WALTERS:** I ---

20 **MR. VON KELLER:** --- loan ---

21 **MR. WALTERS:** --- I'm ---

22 **MR. VON KELLER:** --- modi- ---

23 **MR. WALTERS:** --- going to object, Your Honor.

24 **THE COURT:** All right.

25 **MR. VON KELLER:** I'm making a proffer, if I may,



1 Your Honor.

2 **THE COURT:** Yeah, no.

3 **MR. VON KELLER:** I understand his objection.

4 **THE COURT:** I'm going to sustain the objection to
5 you, but I understand what you said. It's on,
6 it's on the record, sir.

7 **MR. VON KELLER:** Very well, Your Honor.

8 **THE COURT:** It's in your filing.

9 **MR. VON KELLER:** Your Honor, I have no further
10 questions for Mr. Turner.

11 **THE COURT:** Okay. Anything else, Mr., Mr. Walters?

12 **MR. WALTERS:** No, sir. I have no further questions
13 for this witness.

14 **THE COURT:** All right. Sir, you can come down, and
15 watch your step coming down. You can come
16 down, watch your step coming down.

17 Let's take a lunch break, so one o'clock.

18 **MR. VON KELLER:** Very well, sir.

19 **MR. WALTERS:** Yes, sir.

20 **THE COURT:** All right.

21 **(Off the record from 12:05 p.m. until 1:29 p.m.)**

22 **THE COURT:** All right. Are you ready to call your
23 next witness?

24 **MR. VON KELLER:** Yes, sir, I am. I would call
25 Charles Duke Kervok- -- Kevorkian, Your Honor.



1 THE COURT: All right.

2 (Off the record side discussion.)

3 COURT REPORTER: Please raise your right hand.

4 MR. KEVORKIAN: (Witness complies.)

5 COURT REPORTER: Do you solemnly swear that the
6 testimony you give in this matter is the truth,
7 the whole truth, and nothing but the truth, so
8 help you God?

9 MR. KEVORKIAN: I do.

10 COURT REPORTER: Thank you.

11 MR. KEVORKIAN - DIRECT EXAMINATION BY MR. VON KELLER:

12 Q: Would you state your full name for the record,
13 please, sir?

14 A: Yes, it's Charles Kevorkian.

15 Q: And, Mr. Kevorkian, you go by the nickname
16 Duke. Do you prefer, during the course of this
17 testimony, to be -- how do you wish to be
18 addressed?

19 A: Either way, it doesn't matter.

20 Q: I'll just call you Mr. Kevorkian.

21 A: That's fine.

22 Q: How about that?

23 A: Thank you.

24 Q: Mr. Kevorkian, by whom are you employed?

25 A: Shellpoint Mortgage Services.



1 Q: In what capacity?

2 A: My title is litigation foreclosure case
3 manager.

4 Q: And how long have you been employed by
5 Shellpoint?

6 A: So, I started with Green Tree in April of 2014,
7 and then, after Green Tree, Ditech was acquired
8 by Shellpoint. I transitioned into, to
9 Shellpoint in December of 2019.

10 Q: All right. So you've been employed by
11 Shellpoint since 2019?

12 A: That's correct.

13 Q: Is that correct?

14 A: (Nods head.)

15 Q: All right. And what are your -- do you need
16 some water, sir?

17 A: I have some.

18 Q: All right.

19 A: That happens after lunch.

20 Q: What are you duties? What do you do?

21 A: So I, I do have a small portfolio of loans that
22 I manage that are also in default, I manage
23 those on a daily basis, and then I review
24 files, documents, prepare for contested trials,
25 uncontested trials, as well as depositions.



1 Q: Okay. And before -- you, you indicated in your
2 testimony, before you worked for, for
3 Shellpoint, you worked for this, the entities
4 that ended up with the name Ditech; is that
5 correct?

6 A: That's correct, yes.

7 Q: So let's talk about that. When did you start
8 with, with them?

9 A: In April of 2014.

10 Q: And who were you employed with in '14?

11 A: Green Tree.

12 Q: Okay. And that name later changed?

13 A: Yes, sir, it did.

14 Q: Okay. And, and it changed to Ditech?

15 A: That's correct.

16 Q: All right. And what were your duties with
17 Green Tree/ ---

18 A: They were ---

19 Q: --- Ditech?

20 A: Yes, sir. They were very similar, except I
21 didn't, I did not manage a, a portfolio of
22 loans, so I would as well prepare for trials,
23 depositions. We, we did cover meditations at
24 that time, as well.

25 Q: Okay. And in testifying for Green Tree/Ditech,



1 were you familiar with their procedures?

2 A: I was, yes.

3 Q: And were you familiar with their documents?

4 A: I was, yes.

5 Q: And the same is true with your duties at
6 Shellpoint, you're familiar with Shellpoint's
7 procedures and documents?

8 A: I am, yes.

9 Q: And during the course of your employment, was
10 Ditech acquired by Shellpoint?

11 A: That's correct.

12 Q: And the document, the loans that Ditech had
13 foremerly serviced or held were acquired by
14 Shellpoint?

15 A: Yes, sir.

16 Q: And those documents were documents with which
17 you were familiar?

18 A: That's correct.

19 Q: All right. Are you familiar with the two
20 mortgage loans of -- for Mr. Turner? And let
21 me, for the benefit of, of Counsel, let me
22 identify them, and I'm referring to the
23 November 6th note and mortgage to Emergent in
24 the amount of 121,500, which I think, I believe
25 bears your loan number ending in 223; is that



1 correct?

2 A: That's correct, yes.

3 Q: Are you familiar with that loan?

4 A: I am, yes.

5 Q: And are you familiar with ---

6 **MR. WALTERS:** Your Honor, excuse me. I have an
7 objection. If he's presenting him as an expert
8 witness with regard to this particular area, I
9 think I should be allowed to voir dire the
10 witness.

11 **MR. VON KELLER:** I'm not presenting him as an
12 expert, I'm presenting him as a ---

13 **THE COURT:** He's a fact witness.

14 **MR. VON KELLER:** --- a fact witness.

15 **MR. WALTERS:** All right.

16 **MR. VON KELLER:** Exactly.

17 **MR. WALTERS:** Each ---

18 **THE COURT:** All right?

19 **MR. WALTERS:** Okay.

20 Q: And are you familiar with the February 12, 1997
21 note and mortgage in the amount of \$55,250 to
22 Green Tree Financial Services, Inc., which I
23 believe is identified by your last three
24 numbers, 228?

25 A: I am familiar with that, yes.



1 Q: Okay. And those are the two loans with -- that
2 we are foreclosing on in the subject
3 litigation; is that correct?

4 A: That's correct, yes.

5 Q: Does Shell pay -- Shellpoint maintain files on
6 those two loans?

7 A: We do, yes.

8 Q: All right. Have you reviewed those files?

9 A: I have, yes, sir.

10 Q: Are you familiar with the files?

11 A: I am.

12 **MR. WALTERS:** Your Honor, I have an objection, and
13 I'll proceed forward to simply state my
14 objection on the record. I believe that the
15 witness that is testifying in this particular
16 case, his testimony has been -- and if we go
17 from the Summons and Complaint that was filed
18 by the Plaintiff in this case, this loan was
19 taken out -- and this is what's alleged in
20 their Complaint, and it's not in dispute, was
21 November 6th of 1996. Testimony of this
22 particular witness with regards to his
23 knowledge of what was going on here, he says
24 that he started working for Green Tree in 2014,
25 and I want to submit the case to you of Deep



1 Keel, LLC, versus Atlantic Private Equity
2 Group. And I will provide a copy to Mr. von
3 Keller and, certainly, may I approach, Your
4 Honor?

5 **THE COURT:** Uh-huh.

6 **MR. WALTERS:** It's a recent case, but what it
7 essentially dealt with is a case that was tried
8 before the Master-in-Equity, and, essentially,
9 what happened was is that Court had to address
10 several issues. It's sort of a complicated
11 case 'cause it, 'cause it goes through
12 authentication, then it goes through hearsay
13 grounds, and it goes into admissibility.

14 In this particular case, they're stating
15 it's a fact witness that can testify with
16 regards to this particular, these particular
17 loans, and I direct the Court's attention to
18 page six of the brief -- I mean, of the, of the
19 case. In that particular case, an individual
20 attempted to testify with regards to the debt
21 that was owed with regards to a loan before the
22 Master-in-Equity. They argued that the figures
23 that he calculated with regards to the loan
24 itself, he had received from various people
25 proceeds from the sale of the property. He



1 explained the current balance was calculated
2 from the loan and grievance and accounting
3 records and showed what payments were made,
4 when they were made, and how much interest
5 accrued. He then testified to the addition of
6 interest on the principal and several of the
7 comps. What the Court found was, and what the
8 Court ruled with regards to ruling of the
9 Master-in-Equity was, was that particular
10 individual had no personal knowledge of the
11 transactions with regards to the debtor or, in
12 this particular case, the creditor, and that
13 was because his note was purchased. His
14 testimony demonstrates his knowledge was based
15 exclusively on documents that showed payments
16 and interest charges. By testif- -- testifying
17 to a conclusion based only on statements he
18 read in the documents, they went on to state
19 that this particular person, whose name was
20 Bynum, necessarily testified to the truth of
21 those statements. His testimony was therefore
22 offered to prove the truth of the statements
23 and was hearsay.

24 What we've got here is a loan that was
25 taken out in 1996, and we have an individual on



1 the stand that makes it on the scene in April
2 of 2014. And his testimony is I'm familiar
3 with the loan, he's looking back to, all the
4 way to 1996, and this is from 2019. Under the
5 circumstances, Your Honor, this is identical to
6 what happened in Deep Keel, and, essentially,
7 what the Court said was we're not going to let
8 you testify by an arrearage with regards to the
9 loan, and they went on to state that he
10 testified based only on statements he read in
11 documents. He hasn't been collecting on this
12 debt and working inside that office since 1996.
13 They need to subpoena somebody from Emergent
14 Mortgage or someone from Carolina Home
15 Investors or HomeGold, and they will testify as
16 to the debt and what was collected.

17 Now, really, what's astounding, Your
18 Honor, is they have four different places they
19 could have gotten someone. One, they could
20 have subpoenaed people from Emergent to come in
21 and testify about the amount of debt; two, they
22 could have called people from Carolina
23 Investors; three, they also could have called
24 someone from HomeGold. But the most accurate
25 accounting that was done with regards to every



1 account that was held by Emergent, HomeGold, or
2 Carolina Investors is sitting right over there
3 at the Attorney General's Office because they
4 went through every single account, and they
5 determined who was going to jail and who wasn't
6 going to jail, what accounts were current ---

7 **MR. VON KELLER:** Your Honor, what is the nature of
8 this objection ---

9 **THE COURT:** Well, hold on ---

10 **MR. VON KELLER:** --- please?

11 **THE COURT:** --- hold on a second. Let him finish,
12 let him finish.

13 **MR. WALTERS:** You've got an accounting, and you've
14 got the people that can give you the
15 accounting. This is similar to what the
16 individual named Bynum did, he makes ---

17 **THE COURT:** You're saying it's hearsay?

18 **MR. WALTERS:** That's exactly what it is. He's gone
19 back and reviewed records from 1996 up until
20 when he was there in 2014. And then what did
21 he state? He stated that, well, I went with
22 Shellpoint in 2019, so this is an individual
23 that has bits and fragments of what exactly the
24 accounting is.

25 **THE COURT:** Why, why would this not come under the



1 business records exception to the hearsay rule?

2 **MR. WALTERS:** Well, that's exactly what they address
3 inside of Deep Keel.

4 **THE COURT:** Okay.

5 **MR. WALTERS:** And that's on page six, and Your
6 Honor's right on it, and it goes to the
7 business records exception. And what they
8 state was, is that -- it, it goes on to state
9 that the document could come in, but as far as
10 the content of testifying about the document,
11 it is prohibited under the hearsay rule.

12 So, if you look at Deep Keel, the first
13 couple of pages deal with what?
14 Authentication, and you -- and in order to have
15 authentication, you have to have authentication
16 before admissibility, they address that in the
17 first two pages. They address it in the third
18 page under Rule 901(b)(1), it provides that
19 evidence may be authenticated by a witness with
20 knowledge who testifies that an item is what
21 it's claimed to be. That's fine. Then they go
22 on to state 9029, self-authenticating
23 documents, they go through that, and then it
24 goes to what Your Honor could do, the admission
25 of evidence after it's been authenticated, it's



1 left within the discretion of the judge. But,
2 also, on page 5, they go into what is
3 prohibited in the section they call Hearsay.
4 And when they go into that section on hearsay,
5 they go on and state -- and it's on page 6, the
6 second column, the testimony with regards to
7 the calculation of the debt, and they said you
8 can't do this, they said you're looking at
9 documents that you didn't handle, and he
10 explained the current balance was calculated
11 from loan agreements and accounting records
12 that show what payments were made when they
13 were made and how much interest accrued. He
14 then testified that the addition of interest on
15 the principal and several other costs, the
16 total amount remaining was \$1,600,000 and some
17 change.

18 (Off the record side discussion.)

19 **MR. WALTERS:** We find Bynum's testimony was hearsay.
20 He had no personal knowledge of any
21 transactions before you purchased the note.
22 And, in this case, he didn't purchase a note,
23 he's working for a company that acquired it
24 after key facts were set.

25 So what's happening here is, is that,



1 again, we're back to the same point: We don't
2 have anybody here from Emergent, we don't have
3 the records from Emergent, we're here again
4 without the Carolina Investors, and we're here
5 again without HomeGold. And you've got a
6 gentleman -- Mr. Kevorkian probably does a
7 great job, but he says I popped on the scene in
8 2014, and this loan was taken out in 1996, this
9 was after the satisfaction occurred. So we
10 would ask that, under the case of Deep Keel,
11 LLC, versus Atlantic Private Equity Group, LLC,
12 and the cite is 773 S.E.2nd 607, South Carolina
13 Court of Appeals, that's a 2015 case -- that
14 his testimony be excluded because they do not
15 have a proper party before the Court to
16 substantiate what's here.

17 **THE COURT:** Mr. von Keller?

18 **MR. VON KELLER:** Well, Your Honor, I'm sorry. That
19 was a lot, and let me kind of take it piece by
20 piece.

21 I was familiar with Deep Keel and had
22 brought it with me and highlighted what I
23 believed to be the appropriate matters. There
24 is a number of things that Deep Keel -- I, I
25 believe that Mr., Mr. Walters has misconstrued



1 what Deep Keel stands for.

2 In Deep Keel, the witness tried to testify
3 about the debt but did not put the document
4 about the debt into evidence. The Court held
5 that the testimony about the debt is hearsay
6 unless the record is admitted. We intend to
7 admit that record.

8 Number two, the Court made -- I'll, I'll
9 read to you from the Court, and it, and then it
10 quotes, Deep Keel -- they talk about the
11 Twelfth RMA Partners case: This Court held
12 that witness is qualified to testify about a
13 business record despite the fact that he or she
14 did not personally participate in the creation
15 of the record and was not the custodian at or
16 near the time it was made; that a person is a
17 qualified witness if he conveys information
18 from a person with knowledge at the time the
19 records were created.

20 The Business Records Act -- oh, you would
21 never be able to get business records in if you
22 had to go back and find the person who created
23 the record, so the sole purpose of the Business
24 Records Act, if I laid out my foundation, which
25 is set by rule and statute, then those records



1 come in.

2 The Court -- and I will also cite to you
3 very briefly in which the Court said -- and
4 this is applicable to this case, the, the Court
5 said that business records of an entity are
6 admissible even though another entity made the
7 record, and the rule does not require an
8 employee of the entity that prepared the record
9 to lay the foundation. So, I was in the midst
10 of laying that foundation, assuming that that
11 is appropriate and acceptable to Your Honor,
12 that all of those records come in under the
13 holding of Deep Keel.

14 **THE COURT:** All right. Mr. Walters?

15 **MR. WALTERS:** May it please the Court. I, I don't
16 want to be rude and certainly -- Attorney von
17 Keller, show me the section you're referring to
18 where you refer to the fact that the records
19 were not submitted in and that's the why the
20 testimony was excluded.

21 **MR. VON KELLER:** No. I'm sorry, but what, what are
22 you asking me, please?

23 **MR. WALTERS:** You stated his testimony was excluded
24 because the records were not submitted. I, I
25 just want to make sure I'm clear about what



1 you're telling the Court. I referred to
2 section 6, which has nothing to do with
3 submitting records, it only had to do with one
4 thing, it had to do with the fact that the
5 individual reviewed the records, and they
6 stated, in that particular case, he had no
7 knowledge of any transactions, he went on to
8 stated that he drew conclusions based on
9 statements he read in documents. So, in the
10 hearsay section, I don't see where it says that
11 he was excluded from testifying because he
12 didn't put certain records into evidence.

13 **MR. VON KELLER:** Well ---

14 **MR. WALTERS:** They excluded his testimony because
15 they said you simply read the documents and
16 then put the information into evidence, and you
17 alluded -- in front of the, in front of the
18 Court, you said the reason he was excluded was
19 because the records weren't put into evidence.
20 Could you -- I, I'm just asking, please show me
21 where that is in the, in the case.

22 **MR. VON KELLER:** It says, on page 6, at -- we must
23 first consider whether Bynum's testimony
24 concerning the amount due on the note was
25 hearsay, and it goes on to say, by testifying



1 to a conclusion based only on statements he
2 read in the documents, Bynum necessarily would
3 -- testified to the truth of those statements,
4 his testimony was offered to prove the truth of
5 the statement and was hearsay. And then it
6 goes on, on page 7, and it says, it does not
7 authorize, the Business Records Act does not
8 authorize say -- does not authorize hearsay
9 testimony concerning the contents of business
10 records which have not been admitted into
11 evidence, it is only the business record itself
12 which is admissible.

13 **MR. WALTERS:** I, I don't want to interrupt you, but
14 I, I don't want to be rude, I don't want to
15 confuse the Court. There is one section called
16 Hearsay, and then you ran and read something
17 from the Business Records section. The finding
18 of this Court was, in the Hearsay section, was
19 that if you review the records and you have no
20 personal knowledge, you're engaging in hearsay,
21 and in that section, and it says Hearsay on
22 page 6, it does not require that you put the
23 records into evidence. It simply stated he had
24 no knowledge of those documents and that he was
25 authenticating them and making them valid



1 before the Court, and the Court said, since he
2 had no personal knowledge of the transactions,
3 his testimony demonstrates his knowledge was
4 based exclusively on documents that show
5 payments and interest charges. He's got
6 documents that show payments and interest
7 charges from 1996, that's where I think he's
8 going 'cause he's saying I joined the group in
9 2014.

10 I'm not saying anything further, and I
11 don't -- with this section right here that
12 deals with Hearsay.

13 **THE COURT:** Would you object also to the records
14 coming in?

15 **MR. WALTERS:** What I object to in this particular
16 case is testimony by a party with regards to
17 the content -- and I agree with the Court here:
18 By testifying to a conclusion based only on
19 statements he read in documents, Bynum
20 necessarily testified to the truth of the
21 statements. He cannot testify as to the auth-
22 -- the truth of those statements, whether
23 somebody was ahead on their payments or behind
24 on their payments. The documents, whether they
25 come in or not, they said that's within the



1 Court's discretion. They stated that they have
2 to be authenticated, and, in this particular
3 case, authentication is a prerequisite to
4 admissibility. That's the first part of the
5 case.

6 The second part of the case simply says,
7 once that is resolved, the next step that we
8 move to is the Court can decide whether it
9 comes in or it doesn't. What this Master-in-
10 Equity did was he said let the documents in,
11 but they said you made a mistake when you
12 allowed testimony with regards to the documents
13 when the witness had no knowledge of, of --
14 personal knowledge of what exactly was in those
15 documents, and he was simply testifying to
16 state the truth of the matters within those
17 statements.

18 So the three-step prong: One,
19 authentication prerequisite to admissibility;
20 the judge makes the decision on whether it
21 should come before the Court; and then, of
22 course, the Court's held to a standard, am I
23 allowing hearsay in or where are we going with
24 this?

25 And, of course, the requirement for the



1 8036 that Counsel's alluding to, this is a
2 separate section under the case. They then go
3 through the six requirements: Preparing near
4 the -- it's prepared near the time of the event
5 recorded; prepared by someone with or from
6 information transmitted by a person with
7 knowledge; prepared in the regular course of
8 business -- he can't testify to that, he's, he
9 came in, in 2014; and it goes on to state that
10 identified by a qualified witness who can
11 testify regarding the mode of preparation of
12 the record. He said he's familiar with their
13 procedures, but he's familiar with procedures
14 from 2014. This loan was taken out in 2006.
15 He then goes on to state -- and it says found
16 to be trustworthy by the Court.

17 The, the case is convoluted, it's all over
18 the place, but they've got one section called
19 Hearsay, and what it simply says is, is that
20 you can't simply walk in with no knowledge,
21 read the document, and then assert what's in
22 those documents as the truth of the matter
23 asserted. But it could've simply been solved
24 by subpoenaing someone that had these records.
25 The Attorney General's Office, Carolina



1 HomeGold, and Emergent, any one of them
2 could've had those records and could've brought
3 them in here and said this is this, this is
4 where we stand. And, and the bottom line is,
5 is that what they're doing now.

6 And we've talked about discovery. We had
7 a summary judgement, and it was denied. Then,
8 on March six- -- 17th, what pops up? Mr.
9 Kevorkian. But we found out, based on his work
10 history that we researched, he started with the
11 company in 2014. That mortgage was satisfied
12 seven years before he even got there.

13 **THE COURT:** Objection overruled.

14 **MR. VON KELLER:** Thank you, Your Honor.

15 Q: Let's see. All right. I'm sorry, Mr.
16 Kevorkian.

17 I asked you if the Shellpoint main file --
18 maintained files on the two loans, 223 and 228,
19 I asked if you reviewed them, correct?

20 A: You did ask that.

21 Q: And you said you have, and you are familiar
22 with them, correct?

23 A: Correct.

24 Q: Are you the authorized representative of
25 Shellpoint for those files?



1 A: I am, yes.

2 Q: What types of documents are maintained in those
3 files?

4 A: With -- in each file, you would have copies of
5 numerous documents: the mortgage note,
6 assignments, payment histories, really anything
7 to do with that particular loan.

8 Q: Were the documents regarding these two loans,
9 223 and 228, in the file of James Turner made
10 at or near the time the, of the events that
11 occurred on them?

12 A: That's correct, yes.

13 Q: Is the information on the documents in this, in
14 the mortgage files for loans 223 and 228 made
15 from information transmitted by a person with
16 knowledge of the information that appears on
17 them?

18 A: That's correct, yes.

19 Q: Are these files kept in the course of the
20 regularly-conducted business activity?

21 A: Yes, sir.

22 Q: Is it the regular practice of Ditech and
23 Shellpoint to make these types of records?

24 A: It is, yes.

25 Q: All right. And I ask you to look at Exhibit 9



1 that's in, in front of you, please.

2 **(Plaintiff's Exhibit Number 9 was introduced into the**
3 **record at this time.)**

4 **MR. WALTERS:** Is this from the, the stack you ---

5 **MR. VON KELLER:** Yeah, it's all in the ---

6 **MR. WALTERS:** --- prepared?

7 **MR. VON KELLER:** --- it's all in the documents of --
8 yeah, I gave you.

9 A: I have that.

10 Q: You have that in front of you?

11 A: I have Exhibit 9 in front of me, yes.

12 Q: All right. Can you identify Plaintiff's
13 Exhibit Number 9?

14 A: Yes, this is a copy of the note.

15 Q: This is the note dated November 6th, 1996,
16 between James Turner and Emergent Mortgage
17 Company in the amount of 121,500?

18 A: That's correct.

19 Q: And this is the note, I believe, that Mr.
20 Turner has acknowledged of both in his
21 pleadings and his deposition; is that your
22 understanding?

23 A: That's my understanding, yes.

24 Q: And this is the note that you are foreclosing
25 in your second cause of action?



1 A: Correct.

2 Q: And I think you have indicated that the last
3 three numbers of -- re- -- reflect in this
4 note, what I've been calling note number 1, are
5 your -- are 223, correct?

6 A: Yes, sir.

7 Q: All right.

8 **MR. VON KELLER:** And, Your Honor, I move to admit
9 Plaintiff's Exhibit Number 9.

10 **THE COURT:** Mr. Walters?

11 **MR. WALTERS:** No objection, Your Honor.

12 **THE COURT:** All right. Your Motion is granted.

13 **(Plaintiff's Exhibit Number 9 was admitted into**
14 **evidence at this time.)**

15 Q: I ask you to look at Plaintiff's Exhibit Number
16 10, please.

17 **(Plaintiff's Exhibit Number 10 was introduced into**
18 **the record at this time.)**

19 A: Okay.

20 Q: Can you identify Plaintiff's 10?

21 A: Yes. It's a copy of the mortgage.

22 Q: This is the mortgage that secures the note
23 number 223 that we were just talking about, the
24 loan between Emergent and Mr. Turner for
25 \$121,500; is that correct?



1 A: That's correct, yes.

2 Q: And this is the mortgage that you are
3 foreclosing in your second cause of action?

4 A: Yes, sir.

5 Q: All right.

6 **MR. VON KELLER:** Your Honor, I would move to admit
7 Plaintiff's Number 10.

8 **MR. WALTERS:** No objection, Your Honor.

9 **THE COURT:** All right. The Motion's granted
10 **(Plaintiff's Exhibit Number 10 was admitted into**
11 **evidence at this time.)**

12 Q: Mr. Kevorkian, I ask you to look at what's been
13 marked as Plaintiff's Exhibit Number 11.

14 **(Plaintiff's Exhibit Number 11 was introduced into**
15 **the record at this time.)**

16 Q: Can you identify that document, please?

17 A: Yeah. It's a loan detail reflecting various
18 loan that were purchased.

19 Q: All right. And what does this show the, the
20 purchaser as being?

21 A: Green Tree.

22 Q: All right. And on the second page, it
23 indicates that ---

24 **MR. WALTERS:** Your Honor, it -- when the questions
25 are asked with regards to the mortgages, could



1 you please designate whether it's the mortgage
2 number 1 or mortgage ---

3 **MR. VON KELLER:** Of course.

4 **MR. WALTERS:** --- number 2?

5 **MR. VON KELLER:** I've been trying to do that. I'll,
6 I'll continue to try to do that.

7 **MR. WALTERS:** All right. And you asked a question
8 with regards to Exhibit 11, and which mortgage
9 were you referring to?

10 **MR. VON KELLER:** All right. I will, I will clarify
11 that.

12 Q: Mr. Kevorkian, I'm asking you to identify the
13 -- first of all, I was asking you to identify,
14 first of all, what Exhibit 11 is, and your
15 testimony as I understood you was that this as
16 a document reflects a series of loans that was
17 purchased by Green Tree Servicing; is that
18 correct?

19 A: Yes, that's ---

20 Q: All right.

21 A: --- which include ---

22 Q: And I direct your attention to the second page
23 of this document, and the fourth person down,
24 which they identify by their number is loan
25 20001423, is that the loan -- the 121,500, is



1 that loan your loan number 223?

2 A: That's correct, yes, sir.

3 Q: And Emergent was acting as the broker of we've
4 -- of what we've been calling loan number 1, or
5 your loan number 223; is that correct?

6 A: Yes, sir.

7 Q: And does -- this will reflect the purchase of
8 that loan by Green Tree?

9 A: That's correct.

10 Q: All right.

11 **MR. WALTERS:** Your Honor, I'm going to state my
12 objection again. This is a document from
13 Emergent Mortgage Corporation, and it says the
14 funding date was 1/21/97. It goes on to state
15 that -- and it says loan number 1 and the
16 following, 1/21/97, and the first page they
17 referred to, it says loan number 2, 1/21/97.
18 If the person or the individual who prepared
19 this document -- the originator it says is
20 Steve Phillips, and it says the branch is in
21 Greensboro, I assume that's Greensboro, North
22 Carolina, and it goes on to state the funding
23 date is 1/21/97.

24 Again, I renew my objection with regards
25 to Deep Keel. He has no knowledge as to these



1 documents, he did not prepare these documents,
2 he was not even working for the company at that
3 time. So, under the circumstances, I believe
4 that this is hearsay, and he's simply offering
5 these statements to reinforce because the truth
6 of the matter asserted, and that's with regards
7 to what's on these documents that were prepared
8 by Steve Phillips back in 1997, when this
9 particular witness had no idea that this even
10 existed and did not work for the company. In
11 fact, he went to work for their -- Ditech in
12 2014. So, again, we would renew our objection,
13 that there is no testimony being offered by a
14 witness that has knowledge with regards to this
15 transaction.

16 **THE COURT:** Objection overruled.

17 Q: Mr. Kevorkian, the -- at the top of the, of
18 Exhibit Number 11, it indicates Green Tree
19 Worksheet, correct?

20 A: Yes.

21 **(Plaintiff's Exhibit Number 11 was referenced at this**
22 **time.)**

23 Q: Okay. And so is it your understanding that
24 this is a worksheet created in the records at
25 Green Tree reflecting the purchase of this



1 loan; is that your understanding of this
2 document?

3 A: It is, yes.

4 Q: All right.

5 **MR. VON KELLER:** Your Honor, I move to admit
6 Plaintiff's Exhibit Number 11.

7 **THE COURT:** Mr. Walters?

8 **MR. WALTERS:** Your Honor, I'll just restate my
9 objection with regards to that matter.

10 **THE COURT:** All right. The Motion is granted.
11 **(Plaintiff's Exhibit Number 11 was admitted into**
12 **evidence at this time.)**

13 **THE COURT:** Yes?

14 **MR. VON KELLER:** The objection is granted?

15 **THE COURT:** No. Your motion is granted, the move to
16 admit the e- -- the ---

17 **MR. VON KELLER:** Oh, okay. Got you. It is
18 admitted?

19 **THE COURT:** Yes.

20 **MR. VON KELLER:** Okay. Thank you, Your Honor.

21 **THE COURT:** Uh-huh.

22 **MR. VON KELLER:** Your, your verbiage confused me.
23 Excuse me.

24 **THE COURT:** Okay. Sorry.

25 Q: Let's take a minute here, Mr. Kevorkian, the --



1 as you indicated, the name of the, the entity
2 of Green Tree/Ditech has changed over the years
3 repeatedly. Please take a look at Exhibit
4 Number 12.

5 **(Plaintiff's Exhibit Number 12 was introduced into**
6 **the record at this time.)**

7 Q: This is a public record from the South Carolina
8 Secretaries of State. You have that in front
9 of you?

10 A: I do, yes.

11 Q: This reflects that Green Tree Financial
12 Servicing's name changed to Conseco Financial
13 Servicing; is that correct?

14 A: That's correct, yes.

15 Q: Effective in 1995?

16 A: '95, yes.

17 **MR. VON KELLER:** Your Honor, I move to admit Exhibit
18 12.

19 **MR. WALTERS:** No objection, Your Honor. Excuse me.

20 **THE COURT:** All right. Your Motion's granted.

21 **(Plaintiff's Exhibit Number 12 was admitted into**
22 **evidence at this time.)**

23 Q: Please take a look at Exhibit Number 13.

24 **(Plaintiff's Exhibit Number 13 was introduced into**
25 **the record at this time.)**



1 Q: This is a public record from the State of
2 Delaware which reflects that the -- a
3 conversion of Conseco Finance Serving
4 Corporation to Green Tree Servicing, LLC; is
5 that correct?

6 A: That's correct, yes, sir.

7 MR. VON KELLER: Your Honor, I move to admit Exhibit
8 13.

9 MR. WALTERS: No objection, Your Honor.

10 THE COURT: Okay.

11 (Plaintiff's Exhibit Number 13 was admitted into
12 evidence at this time.)

13 Q: I ask you to look at Plaintiff's Exhibit Number
14 14, another public record from the state of
15 Delaware. This is a certificate, it's a two-
16 page document, it is a certificate of merger
17 from the Delaware Secretaries of State, dated
18 August 13, 2015, in which Ditech Mortgage and
19 DT Holdings, Inc., merge with and into Green
20 Tree Servicing, correct? And if you go to the
21 second page, it indicates that the surviving
22 entity will be amended to be Ditech Financial,
23 LLC; is that correct?

24 A: That's correct, yes.

25 Q: And that reflects the transition of these names



1 up to and ended with Ditech Financial; is that
2 correct?

3 A: That's right.

4 **MR. VON KELLER:** Your Honor, I move to admit Exhibit
5 14.

6 **MR. WALTERS:** No objection, Your Honor.

7 **THE COURT:** Okay. Motion's granted.

8 **(Plaintiff's Exhibit Number 14 was admitted into**
9 **evidence at this time.)**

10 Q: Go back and look for just a moment, if you
11 would, please, at Exhibit 5, which has early --
12 been previously admitted into evidence. It is
13 the assignment of mortgage dated December 19,
14 1996, from Carolina Investor -- oh, excuse me,
15 from Emergent Mortgage to Carolina Investors.
16 Do you have that?

17 A: I don't. I start at 9.

18 Q: Is 5 not in the, the stack?

19 A: No, sir.

20 Q: Let me hand this to you, please. Oh, you have
21 it right here. Excuse me.

22 **MR. WALTERS:** Do you have one for me?

23 **MR. VON KELLER:** You -- it's in your stack.

24 **MR. WALTERS:** I didn't see 5 in here, just like he
25 didn't.



1 MR. VON KELLER: It's the, it's the lost mortgage.

2 MR. WALTERS: Okay. That's going to be here ---

3 MR. VON KELLER: Wait a minute. Hold on just a
4 minute, hold on, let me just check something.
5 That's not right, it's not 5.

6 MR. WALTERS: No.

7 MR. VON KELLER: It's 6. Oh, I'm sorry. Excuse me.
8 I'm sorry, Glenn. I can't even read my own
9 handwriting.

10 MR. WALTERS: No problem.

11 MR. VON KELLER: It's Exhibit 6, it'll say
12 Assignment.

13 MR. WALTERS: Of the -- is it -- it's the
14 assignment.

15 MR. VON KELLER: Yeah. I said 5, and I meant si- --
16 I can't read my own handwriting. I'm sorry.

17 MR. WALTERS: Okay. That's no problem.

18 Q: I apologize, Mr. Kevorkian. I wrote 5 and --
19 I wrote 6 and thought it was a 5, so I'm
20 showing you what's Exhibit 6, which has
21 previously been admitted into evidence.

22 (Plaintiff's Exhibit Number 6 was referenced at this
23 time.)

24 Q: That is -- let me make my number clearer here.
25 That is the affidavit of assignment on -- dated



1 December 19, 1996, from Emergent to Carolina
2 Investors, correct?

3 A: That's correct, yes.

4 Q: All right. I'd ask you to now to take a look
5 at Exhibit, Plaintiff's Exhibit 15, and I ask
6 you to identify that document.

7 **(Plaintiff's Exhibit Number 15 was introduced into**
8 **the record at this time.)**

9 A: It's an affidavit of lost assignment.

10 Q: All right. Explain to the Court, if you would,
11 please, the significance of this document.

12 A: This is reflecting that there was an assignment
13 of mortgage from Carolina Investors to the
14 Plaintiff, and it was misplaced.

15 Q: All right. So, does this document and this
16 affidavit of lost mortgage assignment
17 assignment, it was assigned by Ditech
18 Financial, correct?

19 A: That's correct, yes, sir.

20 Q: And Ditech Financial was a successor in
21 interest to Green Tree Financial Servicer, who
22 was the purchaser -- purchaser of this loan as
23 shown in previously-admitted Exhibit 11,
24 correct?

25 A: That's correct, yes.



1 Q: That reflects that they had authority to sign
2 this document; is that also correct?

3 A: Yes, sir.

4 Q: And in your experience, are these the normal
5 types of documents created by holders of
6 mortgages in which the assignments have been
7 lost?

8 A: Can you repeat that, please?

9 Q: I ask you, in your experience, are these the
10 normal types of documents created by holders of
11 mortgages in which the assignments have been
12 lost?

13 A: That's correct, yes.

14 **MR. VON KELLER:** Your Honor, I move to admit
15 Plaintiff's Exhibit Number 15.

16 **MR. WALTERS:** Your Honor, I just renew my objection
17 with . . .

18 **THE COURT:** The Motion is granted.

19 **(Plaintiff's Exhibit Number 15 was admitted into**
20 **evidence at this time.)**

21 **MR. VON KELLER:** Thank you, Your Honor.

22 Q: I'm -- I would ask you to look at Plaintiff's
23 Exhibit Number 16, please, and identify that
24 document.

25 **(Plaintiff's Exhibit Number 16 was introduced into**



1 the record at this time.)

2 A: That's a copy of the lost note affidavit.

3 Q: And the date on that document, please?

4 A: June 2009, I think June ---

5 Q: I think it's a four ---

6 A: June the ---

7 Q: --- isn't it?

8 A: Yes, sir, June 4, 2009.

9 Q: Does this document indicate that the original
10 promissory note on loan number 223, or loan
11 number 1, that's the loan dated November 6th,
12 1996, between Mr. Turner and Emergent in the
13 amount of \$121,500 has been lost?

14 A: That's correct, yes, sir.

15 Q: All right. Does this document also reflect
16 that the original note was sold by Emergent
17 Morcan- -- Mortgage Corporation as broker to
18 Green Tree Financial Servicing as shown in
19 previously-admitted Exhibit 11?

20 A: That's correct, yes.

21 **MR. VON KELLER:** Your Honor, I would move to admit
22 Plaintiff's Exhibit 16.

23 **MR. WALTERS:** Your Honor, I don't -- I just have a
24 standing objection based on Deep Keel for ---

25 **THE COURT:** Another -- a continuing objection?



1 **MR. WALTERS:** Yes, a continuing objection in regards
2 to the testimony of ---

3 **THE COURT:** Okay.

4 **MR. WALTERS:** --- I want to call him Dr. Kevorkian --
5 Mr., Mr. Kevorkian. I'm sorry, I apologize.

6 **THE COURT:** All right. I'll note the continuing
7 objection. Your Motion is granted.

8 **MR. VON KELLER:** Thank you, Your Honor.

9 **THE COURT:** Yep.

10 **(Plaintiff's Exhibit Number 16 was admitted into**
11 **evidence at this time.)**

12 Q: Mr. Kevorkian, please take a look at Exhibit
13 Number 17, please.

14 **(Plaintiff's Exhibit Number 17 was introduced into**
15 **the record at this time.)**

16 A: Okay.

17 Q: Can you identify that document, please?

18 A: You said 17?

19 Q: 17, yes, sir.

20 A: This is the -- what I have is a duplicate note
21 from 223.

22 Q: Okay. That's correct. This is another copy of
23 loan number 223, the November 6, 1996 note
24 that's previously been admitted, the one -- the
25 \$121,500 note, right?



1 A: Okay, okay. Yes.

2 Q: And I ask you to turn your attention to page two
3 of that document, please.

4 A: Okay.

5 Q: Does this note reflect that it was assigned by
6 Emergent Mortgage Corporation to Green Tree
7 Financial Servicing Corporation?

8 A: That's correct, it does.

9 MR. VON KELLER: Your Honor, I move to admit
10 Plaintiff's Exhibit 17.

11 THE COURT: The Motion's granted.

12 (Plaintiff's Exhibit Number 17 was admitted into
13 evidence at this time.)

14 MR. VON KELLER: Thank you, sir.

15 Q: I ask you to look at mo- -- at Exhibit Number
16 18, please.

17 (Plaintiff's Exhibit Number 18 was introduced into
18 the record at this time.)

19 A: Okay.

20 Q: Can you identify Exhibit Number 18?

21 A: Yeah. This is a copy of the allonge to the
22 note.

23 Q: A -- this allonge bears an account number in the
24 upper-hand corner, 6700204040. Have you made
25 inquiry as to whether or not that note -- that



1 that number corresponds with your note number 2-
2 -- with your loan number 223?

3 A: I have, yes.

4 Q: And that would be the account number for the
5 note and mortgage dated November 6th, 1996, in
6 the amount of \$121,500; is that right?

7 A: That's correct, yes.

8 Q: This document is signed in blank by Green Tree
9 Servicing, LLC, formerly known as Conseco, which
10 was formerly known as Green Tree Financial
11 Services, and then known later as Ditech
12 Financial, correct?

13 A: That's correct, yes.

14 Q: Is it your understanding that this allonge
15 reflects that Ditech Financial no longer is the
16 legal holder of this note?

17 A: That's correct, yes.

18 Q: And you are employed by Newrez DBA Shellpoint
19 Mortgage, and you're the authorized servicer for
20 the Plaintiff; is that correct?

21 A: Yes, sir.

22 **MR. VON KELLER:** Your Honor, I move to admit
23 Plaintiff's 18.

24 **THE COURT:** Motion is granted.

25 **(Plaintiff's Exhibit Number 18 was admitted into**



1 **evidence at this time.)**

2 Q: You still -- did I leave you with Exhibit 5, or
3 did I take that away?

4 A: I do not have it.

5 Q: Here we go. I'm showing what's been previously
6 admitted as Exhibit 5, which purports to be a
7 lost mortgage satisfaction from Emergent
8 Mortgage Corporation, dated October 5, 2007,
9 correct?

10 **(Plaintiff's Exhibit Number 5 was referenced at this**
11 **time.)**

12 A: Yes, sir.

13 Q: And it's your understanding, for the documents
14 that have been previously admitted, that the
15 assignment from Emergent to Carolina Investments
16 was in 1996, some 11 years previous, right?

17 **MR. WALTERS:** And I'm sorry, I didn't understand your
18 question. What, what were you saying?

19 **MR. VON KELLER:** I was asking him about the
20 assignment from Emergent to Carolina Investors
21 was in 1996, I'm just getting him to confirm
22 what's been repeatedly discussed on the record.

23 A: That's correct, yes.

24 Q: All right. Does the file, does your file
25 reflect additional payments from Mr. Turner



1 after the date of this, of this purported lost
2 mortgage satisfaction?

3 A: It does. Our system of records reflects
4 payments made.

5 Q: And do those ---

6 **MR. WALTERS:** I'm going to object again, Your Honor.
7 Which, which mortgage are you referring to, the
8 first one or the second one?

9 **MR. VON KELLER:** I'm sorry. I thought I had made
10 that clear. I apologize.

11 Q: All right. So we are talking about the lost
12 mortgage satisfaction which purports to satisfy
13 note and mortgage number one, your loan number
14 223, correct?

15 A: Yes, sir.

16 Q: All right. And note number one, your loan
17 number 223, was -- there was an assignment from
18 Carolina, from Emergent to Carolina Investments
19 in December 17, 1996, correct?

20 A: That's correct.

21 Q: And this lost mortgage satisfaction which
22 purports to satisfy note number one, number 223,
23 was recorded in 2007, correct?

24 A: That's correct, yes.

25 Q: All right. Do the records of Mr. Turner's file



1 reflect additional payments on loan number one,
2 or your loan number 223, after the date of this
3 purported mortgage satisfaction?

4 A: We do have records of payments made, yes.

5 Q: And you reflect pay- -- your records reflect
6 payments up to when?

7 A: You mean the last payment ---

8 Q: Yes, sir.

9 A: --- that he made? Well, you -- are you asking
10 what the default date is?

11 Q: I'm asking you what it shows as the last date a
12 last payment was received.

13 A: I believe it was in '09.

14 Q: January 31 of '09?

15 A: Ye- -- yes.

16 Q: Does that seem right to you?

17 A: That, that does sound correct. January ---

18 Q: And that's ---

19 A: --- of '09.

20 Q: Okay. And that is on note number one, your loan
21 number 223.

22 A: (Nods head.)

23 Q: So that would be two years after this lost
24 mortgage satisfaction; is that correct?

25 A: Close to two years, yes.



1 Q: Okay. All right.

2 Asking you to take a look at Exhibit Number
3 19, please, which is an Affidavit, a Verified
4 Statement Account for the loan number one, or
5 your loan number 223.

6 **(Plaintiff's Exhibit Number 19 was introduced into**
7 **the record at this time.)**

8 Q: What does the, what do the records of Shellpoint
9 reflect as the default date on loan number 223?

10 A: The default date is November of 2008.

11 Q: What is the current unpaid principal balance on
12 note number one, or your loan number 223?

13 A: \$108,986.26.

14 Q: And the next numbers, just to -- for expediency
15 person -- purposes are all directed at note
16 number one, loan number 223.

17 What is the deferred principal amount?

18 A: \$20,086.85.

19 Q: What is the amount of interest from October of
20 2008 to May 11, 2023, at the contractual rate of
21 interest?

22 A: \$139,114.47.

23 Q: What are the late charges?

24 A: \$6,990.31.

25 Q: What amount has been advanced in escrow?



1 A: \$16,267.45.

2 Q: What corporate advances have been made?

3 A: \$42,936.82.

4 Q: Your -- the loan at present, again, speaking
5 about loan number one, number 223, has a
6 provision for attorneys' fees in the event of
7 default; is that correct?

8 A: It does, yes, sir.

9 Q: And the corporate advances include those
10 attorneys' fees; is that right?

11 A: It does, yes.

12 Q: And, at last, the -- a -- any amounts advanced
13 for insurance, what is that amount?

14 A: \$18,646.86.

15 Q: What is the total debt on loan number one, your
16 loan number 223, secured by the note and
17 mortgage, including interest to-date?

18 A: \$353,029.02.

19 Q: Thank you.

20 **MR. VON KELLER:** And, Your Honor, I move to admit
21 Plaintiff's Exhibit 19.

22 **MR. WALTERS:** I have the same standing objection,
23 Your Honor.

24 **THE COURT:** All right.

25 **MR. WALTERS:** And ---



1 **THE COURT:** Your Motion's granted.

2 **MR. VON KELLER:** Thank you, Your Honor.

3 **(Plaintiff's Exhibit Number 19 was admitted into**
4 **evidence at this time.)**

5 **MR. WALTERS:** And, Your Honor, and I would also add
6 to my standing objection, in this particular
7 case, Mr. Kevorkian is a litigation specialist,
8 and that means that he prepares cases to go to
9 court, to work with lawyers, and to prosecute
10 those actions. He would not be involved in the
11 day-to-day ---

12 **(Off the record side discussion.)**

13 **MR. WALTERS:** --- collection of debt and the
14 perfunctory process of accounting and
15 determining defaults. By the time it reaches
16 his table, he's in a, in a mode where he's going
17 into litigation. So I would, I would exclude
18 his testimony under Deep Keel because, in his
19 particular case, he's simply attempting to
20 substantiate the statements that he read ---

21 **(Off the record side discussion.)**

22 **MR. WALTERS:** --- as opposed to having personal
23 knowledge.

24 **THE COURT:** All right. All right. Objection
25 overruled.



1 Q: One last question on Exhibit Number 19, Mr.
2 Kevorkian, this Affidavit of Verified Statement
3 of Account, was signed by Steven Reeves. Do you
4 know Mr. Reeves?

5 A: I do, very well.

6 Q: And Mr. Reeves is a, is a litigation specialist
7 at Shellpoint?

8 A: That's correct, yes.

9 Q: Thank you, sir.

10 **MR. VON KELLER:** It is very warm in here, Your Honor.

11 The ---

12 **THE COURT:** Do you want to take a break or ---

13 **MR. VON KELLER:** No, sir. I'm -- we're fine. Press
14 on.

15 **THE COURT:** All right.

16 Q: Mr. Kevorkian, I ask you to look at Exhibit
17 Number 20, please.

18 **(Plaintiff's Exhibit Number 20 was introduced into**
19 **the record at this time.)**

20 Q: Can you identify that document for me, please?

21 A: Yes. This is a copy of the second note.

22 Q: Okay. This is loan number two, or your loan
23 number 228, it is the \$55,250 loan dated
24 February 12, 1997, between Mr. Turner and Green
25 Tree Financial Servicing, LLC -- Corporation; is



1 that correct?

2 A: That is correct, yes.

3 Q: I think this has previously been admitted.

4 **MR. VON KELLER:** Your Honor, I would move to admit
5 Plaintiff's Exhibit Number 2 [sic] -- 20, excuse
6 me.

7 **THE COURT:** Your Motion is granted.

8 **MR. VON KELLER:** Thank you, Your Honor.

9 **(Plaintiff's Exhibit Number 20 was admitted into**
10 **evidence at this time.)**

11 Q: Mr. Kevorkian, please take a look at Plaintiff's
12 Exhibit Number 21.

13 **(Plaintiff's Exhibit Number 21 was introduced into**
14 **the record at this time.)**

15 A: Okay.

16 Q: Can you identify that document for me, please?

17 A: This is a copy of the mortgage related to that
18 note.

19 Q: All right. We're, again, we're -- this is the
20 mortgage for loan number two, or number 228, it
21 is dated 12 -- 2/12/97 by Mr. Turner; is that
22 correct? And it secures the note we just
23 admitted into evidence; is that correct?

24 A: Yes, sir.

25 Q: This is the one that secures the 1-acre tract



1 for \$55,250; is that correct?

2 A: Yes, sir.

3 Q: And this is the mortgage that you're foreclosing
4 in your second cause of action -- oh, excuse me,
5 please, your third cause of action; is that
6 correct?

7 A: Yes, sir.

8 Q: All right.

9 **MR. VON KELLER:** Your Honor, I would move to admit
10 Plaintiff's Exhibit 21.

11 **THE COURT:** All right. Your Motion is granted.

12 **MR. VON KELLER:** Thank you, Your Honor.

13 **(Plaintiff's Exhibit Number 21 was admitted into**
14 **evidence at this time.)**

15 Q: Mr. Kevorkian, I'd ask you to look at the
16 Plaintiff's Exhibit Number 22, please.

17 **(Plaintiff's Exhibit Number 22 was introduced into**
18 **the record at this time.)**

19 Q: Can you identify that document for me?

20 A: Yes. This is a copy of an assignment of
21 mortgage.

22 Q: And it is being assigned from whom to whom,
23 please?

24 A: It is being assigned by Ditech Financial to the
25 Plaintiff, Wells Fargo.



1 Q: The Plaintiff in this action; is that correct?

2 A: Yes, sir.

3 **MR. VON KELLER:** Your Honor, I move to admit
4 Plaintiff's Exhibit Number 22.

5 **THE COURT:** Your Motion's granted.

6 **(Plaintiff's Exhibit Number 22 was admitted into**
7 **evidence at this time.)**

8 Q: To your knowledge, is the Plaintiff the legal
9 holder of the note in mortgage number two, or
10 228, on this \$55,250 loan, dated February 12,
11 1997?

12 A: Yes.

13 Q: I'd ask you to look at Plaintiff's Exhibit
14 Number 23, please.

15 **(Plaintiff's Exhibit Number 23 was introduced into**
16 **the record at this time.)**

17 Q: Can you identify this document?

18 A: It's a copy of the Notice of Default that was
19 sent to the borrower.

20 Q: This bears Green Tree's account number 93853.
21 Have you made inquiry and can you -- have you
22 determined that this is referencing note and
23 mortgage number two, or your loan number 228?

24 A: That's correct.

25 Q: And this is a Notice of Fault and Right to cure



1 of -- because this is a second mortgage,
2 correct?

3 A: That's correct, yes.

4 **MR. VON KELLER:** Your Honor, I move to admit
5 Plaintiff's Exhibit Number 23.

6 **THE COURT:** The Motion is granted.

7 **(Plaintiff's Exhibit Number 23 was admitted into**
8 **evidence at this time.)**

9 Q: And last exhibit, Mr. Kevorkian, is Plaintiff's
10 Exhibit Number 24, the Affidavit of Verified
11 Statement of Account on loan number two, or loan
12 number 228.

13 **(Plaintiff's Exhibit Number 24 was introduced into**
14 **the record at this time.)**

15 Q: This document was prepared by Steven Ra- --
16 Reeves; is that correct?

17 A: Yes, sir.

18 Q: And on -- all of these figures that I'm
19 referring to now are going to reference loan
20 number two, or loan number 228.

21 What is the unpaid balance on loan number
22 two, unlaidd (ph), unpaid principal balance?

23 A: \$50,091.71.

24 Q: What is the amount of deferred principal?

25 A: \$8,195.15.



1 Q: What is the interest from September 20, 2008, to
2 May 11, 2023?

3 A: \$67,874.28.

4 Q: The amount of accrued late charges, please?

5 A: \$2,437.32.

6 Q: The amount of the escrow advances, please?

7 A: \$22,112.68.

8 Q: And the corporate advances, which would include
9 -- does the note number two, which is your loan
10 number 228, have a provision for the collection
11 of attorneys' fees in the event of default?

12 A: Yes.

13 Q: So corporate advances would also include those
14 attorneys' fees; is that correct?

15 A: Yes, sir.

16 Q: And what is the total debt secured by note and
17 mortgage, including interest to-date?

18 A: The total amount is \$172,270.76.

19 Q: And you are seeking a deficiency judgement in
20 the foreclosure of these two notes and
21 mortgages; is that correct?

22 A: Yes.

23 **MR. VON KELLER:** Your Honor, that's all of the
24 testimony that I have for this witness.

25 **THE COURT:** Okay. Mr. Walters?



1 MR. WALTERS: May it please the Court.

2 THE COURT: Yes, sir.

3 MR. KEVORKIAN - CROSS-EXAMINATION BY MR. WALTERS:

4 Q: Mr. Kevorkian, let's go back to the accounting
5 that he had. With the first mortgage, you
6 stated that you believed that payments stopped
7 in January of '09. Pull that documentation.

8 A: Okay. Exhibit 19?

9 Q: Sir?

10 A: Is that Exhibit 19? I believe it -- in your
11 exhibits, you don't have a payment history.
12 That's just the affidavit of the verified
13 statement of account.

14 You testified that you handle these files
15 and that you know the accounting and how much
16 money is owed, and you were flown in today, I
17 was told, to be here to testify. Do you have
18 your documentation to present the records before
19 this Court with regards to the payments that
20 you're alleging that were not made?

21 A: Alleging payments that were not made?

22 Q: Look, this is real simple.

23 A: Okay.

24 Q: All right. If I owe you \$100, and I pay \$10 a
25 week, you should have a print out that shows



1 that \$10 a week is being paid. Then, if I had
2 stopped paying the fifth week, you would have an
3 accounting that would show I didn't pay you for
4 the last five, five weeks. Do you have that
5 documentation to present before the Court? You
6 testified that he stopped paying in January of
7 '09. Show me that documentation, show me the
8 accounting.

9 A: It is not attached to these amounts due in
10 owing.

11 Q: You knew you were supposed to testify today, and
12 you knew you had to substantiate how much money
13 was owed. You heard my objections with regards
14 to your testimony, all right. And you're a
15 litigation specialist, I believe your testimony
16 was I prepare depositions, I even go to the
17 mediation, I go ahead and go through, and go
18 through a portfolio of loans. Where is your
19 portfolio with regards to this account? Show me
20 where he stopped paying in 2009. You just
21 testified to it out of your head. Show it to
22 me. You brought a couple of boxes with you.

23 A: Well, I did review the payment history, and I
24 did ---

25 Q: Well, where's the paperwork? Show it to me.



1 A: It doesn't ---

2 Q: You've been allowed to testify with regards to
3 these business records that we've argued over,
4 over and over again. Show me one record that
5 reflects payments and what was being done.

6 A: Currently, it's not within these exhibits.

7 Q: I didn't ask you about the exhibits.

8 Mr. Kevorkian, you were flown in here, I
9 was told to make sure I'm prepared for this
10 trial today, yeah, don't have any hiccups 'cause
11 they're spending money to bring you here. You
12 are from Shellpoint, it's a servicing company --
13 -

14 A: (Nods head.)

15 Q: --- that means that you keep up with payments
16 and how much each month is paid, if he's behind,
17 when you called him and told him he didn't pay,
18 other expenses that you incurred. Pull out your
19 file, now, and put it before this Court so we
20 can go through it.

21 **MR. VON KELLER:** I -- Your Honor, if I may, the, the
22 mistake is mine. I laid the exhibits on the
23 floor, and, frankly, as I was going through them
24 on the table, I have the two exhibits which
25 reflect the payment history, which is the



1 predicate that he reviewed and, candidly, I
2 forgot to admit them. So Mr., Mr. Walters is
3 perfectly fine to cross him. On redirect, I
4 will put these in, but it might be more
5 expedient if I put them in now and then allow
6 Mr. ---

7 **THE COURT:** I'll give you a chance on re- --
8 redirect.

9 **MR. VON KELLER:** Thank you, Your Honor.

10 **THE COURT:** All right.

11 **MR. VON KELLER:** That's my -- and my apologies to Mr.
12 Waters [sic]. They were laying on the floor,
13 and I had forgot 'em.

14 **THE COURT:** Well, that, that raises an issue. You
15 know, normally, the Rule is no new matter on
16 redirect, you can't, you can't offer things you
17 didn't offer on, on direct. Do you have ---

18 **MR. WALTERS:** I believe ---

19 **THE COURT:** Do you have another witness, or . . .

20 **MR. VON KELLER:** Sir?

21 **THE COURT:** Do you have another witness for the
22 payments?

23 **MR. VON KELLER:** Oh, I do not.

24 **THE COURT:** Mr. Walters, what do you think about
25 that?



1 **MR. WALTERS:** The Court is correct, and, and they've
2 put up their case, and, on redirect, you're not
3 allowed to introduce anything. What you're
4 allowed to do is cross-examine him with regards
5 to anything that I've asked him about.

6 **THE COURT:** But ---

7 **MR. WALTERS:** But, as far as introducing new
8 evidence, you're not allowed to do that.

9 **MR. VON KELLER:** I am allowed to offer new -- if --
10 he is crossing him on this issue. My redirect
11 is limited to the scope of cross. He's opened
12 the door on this in his cross, and I am
13 permitted to offer this in response to the
14 cross-examination.

15 **MR. WALTERS:** Your Honor ---

16 **THE COURT:** Well ---

17 **MR. VON KELLER:** He's opened the door on this.

18 **MR. WALTERS:** Your Honor ---

19 **THE COURT:** Mr. Walters?

20 **MR. WALTERS:** May it please the Court.

21 **THE COURT:** Yes, sir.

22 **MR. WALTERS:** Your Honor, on my cross-examination,
23 I'm allowed to have a full process of, of cross-
24 examining the witness. On redirect, he is
25 limited to exactly what the Court said, exactly



1 what was introduced and what was asked for
2 redirect, not to put the witness up again and
3 introduce new evidence.

4 **MR. VON KELLER:** That is a misstatement, Your Honor.
5 It is -- I am allowed on redirect to direct the
6 issues that are brought up in cross. I'm not
7 allowed to exceed the cross and go into new
8 materials, but if he is asking him about the
9 payment history, then I am allowed on redirect
10 to introduce evidence on that point.

11 **MR. WALTERS:** That is the ---

12 **MR. VON KELLER:** That is not exceeding the sco- -- it
13 is the -- the limitation is I cannot exceed the
14 scope of cross.

15 **THE COURT:** No. The Rule is no new matter on
16 redirect. Let's, let's go with it at the time
17 and see where that -- when you offer new
18 evidence, and we'll, we'll deal with that.

19 **MR. VON KELLER:** Offer it on evidence now?

20 **THE COURT:** No, no. Wait for redirect.

21 **MR. VON KELLER:** Thank you, sir.

22 Q: All right. You indicated you hadn't looked at
23 that paperwork; is that correct?

24 A: What paperwork?

25 Q: We're asking questions about when the last



1 payment was made.

2 A: Right.

3 Q: Your testimony was that it was done on January
4 9th; is that correct?

5 A: January 2009, I believe what -- yes.

6 Q: Okay. Are you sure, or are you just pulling it
7 out your hip pocket? Are you sure?

8 A: I'm pretty confident that there was a payment
9 history made in January of 2009, yes.

10 Q: All right. But your testimony today is you
11 can't tell me what payments were made, what he
12 was late on. You sent it -- you introduced a
13 Notice of Right to Cure, you talked about that,
14 but I'm asking you, with regards to the payments
15 on the first mortgage, you said the last payment
16 was made in 2009; is that right?

17 A: (Nods head.)

18 Q: What was the amount that he was behind?

19 A: I don't recall.

20 Q: When you sent out the Notice of a Right to Cure,
21 did you state exactly what the amount was and
22 what he was supposed to be paying?

23 A: What his payment was or the, the amount to cure?

24 Q: No, sir. Yeah, I know what the payment is. I'm
25 asking you, since 2009 -- and it's now 2023, and



1 we're talking about 14 years, all right? Do you
2 have any documentation that reflects what
3 happened in 2010?

4 A: (Nods head.) As far as -- I mean, that's a,
5 kind of a, a pretty -- that's a vague ---

6 Q: It's real simple. You, you're the guy here that
7 says I keep up with the numbers.

8 A: Well, when you ask what happened in 2010, re- --
9 that's -- you're referring to what exactly?

10 Q: Do you an accounting of 2010?

11 A: We do.

12 Q: Do you have that documentation? You're here
13 testifying -- you knew you were supposed to be
14 here today, and your primary role, role was to
15 sit down and substantiate what the procedural
16 history is, what happens, and you said you were
17 a litigation specialist. In addition to that,
18 you're the guy that's testifying, over my
19 objection, about the numbers and how much money
20 was owed. I'm asking you about the numbers, and
21 you seem very, very confused. It's a
22 foreclosure. A foreclosure's what? I didn't
23 get my money, so I'm going to take the product.
24 I'm asking you a simple question: How much
25 money was owed in 2009?



1 A: On January 5th, 2009, we ---

2 Q: That was your testimony. You said the last
3 payment was made then.

4 A: Well ---

5 Q: That's your testimony.

6 A: --- Your Honor ---

7 Q: I'm not telling you; that's what you said to me.

8 A: Well, Mr. Walters, I'm trying to answer your
9 question that you just directly, specifically
10 asked, how much was it ---

11 Q: Okay.

12 A: --- how much was owed.

13 Q: We, we've gone over it three times. Answer the
14 question.

15 A: Well, I -- well, I'm trying to, and, as I do,
16 you interrupt. But there is four- -- \$4,160.77
17 to cure the default and then an amount of
18 \$10,041.68 to cure the default.

19 Q: Let me see the document you're referring to.

20 **THE COURT:** What's the exhibit number, sir?

21 **MR. KEVORKIAN:** 23.

22 **(Plaintiff's Exhibit Number 23 was referenced at this**
23 **time.)**

24 **(Off the record side discussion.)**

25 Q: Now, where is the payment history with regards



1 to 2009, the last 14 years, where you claim this
2 money should have been paid? Show that to me.

3 A: I don't have it in front of me.

4 Q: You don't have any documentation, do you? You
5 can't -- you're here today to testify about a
6 foreclosure, okay, in front of His Honor. You
7 have to tell him exactly what you did as the
8 person that was handling this account, okay?

9 What was the last date of payment on the
10 second account?

11 A: If I recall correctly, it was the same date,
12 January of 2009, it's, you know -- I don't have
13 the greatest memory in the world, but that's
14 what I recall from reviewing the file.

15 Q: And how much money was in default at that time?

16 A: That's a January 2009 letter, right? So the
17 amount to cure to default for both actually is
18 listed on those letters.

19 Q: All right. And do you have an accounting that
20 shows me exactly what was paid and what wasn't
21 paid?

22 A: Not in front of me, I do not.

23 Q: All right. I'm gonna, I don't-- I'm going to
24 give you this back since I took it from you.

25 A: Okay. Thank you.



1 Q: And let me ask you another question. You
2 alluded to this lost mortgage satisfaction that
3 was signed by Emergent; is that correct? You
4 talked about that, do you remember that?

5 A: We did discuss that, yes.

6 Q: And as a litigation specialist, you certainly
7 understand commercial paper and negotiable
8 instruments; is that right?

9 A: I'm pretty familiar with it.

10 Q: All right. And in this particular case, there
11 was an assignment that was made to Carolina Home
12 Investors; is that correct?

13 A: That's correct.

14 Q: And that assignment was done the date the
15 mortgage was executed; is that right?

16 A: I would have to look at this and confirm that.

17 Q: I believe it was November of 1996, that's what
18 it says in the Complaint. Do you accept that as
19 the correct date?

20 A: In the notes? So the note is dated November
21 6th, '96.

22 Q: Uh-huh.

23 A: Excuse me. And then we're wanting to compare
24 that to the assignment of mortgage?

25 Q: Well, let's go to paragraph 27 of the Complaint.



1 A: Oh, I'm sorry.

2 Q: I'll show you the para -- I'll show you the
3 Summons and Complaint, and I want you to look at
4 paragraph 27.

5 A: (Witness reads.)

6 Q: And I think what they're alluding to is Exhibit
7 ---

8 A: If you can give me ---

9 Q: --- Number 6.

10 A: --- just -- let me finish the paragraph, please.

11 Q: Okay.

12 A: (Witness reads.) Okay.

13 Q: And I believe they're alluding to Exhibit Number
14 6, right there in front of you.

15 **(Plaintiff's Exhibit Number 6 was referenced at this**
16 **time.)**

17 Q: You see it right there, Exhibit ---

18 A: I do.

19 Q: --- Number 6?

20 A: Yes, sir.

21 Q: Is that what they're alluding to?

22 A: Okay. Are we trying to get back to the question
23 of these were as -- executed on the same date?

24 Q: No. We're talking about the assignment that was
25 done to Carolina Investors.



1 A: Okay. I'm looking at it.

2 Q: All right. That, that is it, that Exhibit
3 Number 6, isn't it?

4 A: It is, yes.

5 Q: All right. Okay. So the assignment is made,
6 and in this particular case, at the time of the
7 assignment, after the assignment occurred, did
8 you have any knowledge that there was a transfer
9 of this particular paper in blank? It's called
10 an Endorsement in Blank, what does that mean?

11 A: You're, you're -- okay. Can we go back to your
12 other questions, did I have knowledge of it?
13 You're talking at -- knowledge at the time that,
14 that the event took place?

15 Q: Uh-huh.

16 A: No, sir.

17 Q: All right. What's an Endorsement in Blank?

18 A: An Endorsement in Blank is -- it's an open
19 endorsement, it's, it's not a specific
20 endorsement. There are specific endorsements
21 from one entity to another entity, and then,
22 oftentimes, from one entity to blank.

23 **(Off the record side discussion.)**

24 Q: Okay. But, nevertheless, whomever is the holder
25 of that particular endorsement, holder in due



1 course, they have all the rights and privileges
2 that go along with that documentation; is that
3 correct?

4 A: The holder would, yes.

5 Q: All right. And in this particular case, it
6 appears that Emergent Mortgage satisfied this
7 particular loan; is that correct?

8 A: What I have seen is a satis- -- a mortgage
9 satisfaction.

10 Q: A lost mortgage satisfaction; is that correct?

11 A: I, I have seen that document, yes.

12 Q: Okay. And I, I believe you said you had seen
13 that document. Do you need to see it again, or
14 do you remember it?

15 A: So can you repeat that, please?

16 Q: You said I have seen. You, you, do you remember
17 that document, yes or no?

18 A: I have reviewed that document, yes, sir.

19 Q: You have reviewed that document? All right.
20 And at the time that this was executed, you
21 weren't working for Emergent Mortgage
22 Corporation, were you?

23 A: No, sir.

24 Q: All right. And, of course, you're working for
25 Shellpoint, I believe; is that right?



1 A: In '96?

2 Q: Or were you still with Ditech?

3 A: In '96?

4 Q: Yes.

5 A: I was not with Ditech at that time.

6 Q: Where were you?

7 A: In '96?

8 Q: Yes.

9 (Off the record side discussion.)

10 A: In '96, I was in Nashville, playing music.

11 Q: Playing music in Nashville?

12 A: Yep.

13 Q: What type of instrument did you play?

14 A: I play drums.

15 Q: You played drums? Did you play with a band, and
16 that's what you were doing in 1996?

17 A: I played with many bands, yes.

18 Q: All right. So you had no knowledge of what was
19 going on when this so-called assignment
20 occurred.

21 (Off the record side discussion.)

22 Q: And, in 2007, where were you employed?

23 A: I, I was in the same position.

24 Q: All right. So you were playing drums?

25 A: Yes, sir.



1 Q: Is that right? So, as far as your knowledge of
2 this particular loan, from 1996 through 2007,
3 you were playing drums, and you weren't even in
4 the financial markets, were you?

5 A: That's not in- -- that's incorrect.

6 Q: Okay. Correct me.

7 A: I left Nashville in 2001, I think it was 2001
8 and moved to Clearwater, Florida, and then I en-
9 -- entered the financial arena working with
10 mortgages, investments, insurance products.

11 Q: What year?

12 A: 2001 to 2000- -- 2001-ish to 2008/2009.

13 Q: And what were you -- who were you working for
14 then?

15 A: A division of Citigroup.

16 Q: A division of Citigroup. All right. So you
17 weren't working for Emergent, you weren't
18 working for Carolina, you weren't working for
19 HomeGold; is that right?

20 A: That's correct.

21 Q: You weren't working for Ditech?

22 A: That's correct, yes.

23 Q: All right.

24 A: I started working ---

25 Q: And you weren't working for Green Tree?



1 A: That's correct. I started with them in 2014.

2 Q: All right. So, as far as your knowledge of what
3 was owed and the arrearage and the amount during
4 that period of time, you have no idea?

5 A: I, I wasn't there, but, throughout our boarding
6 process, when we board loans with our company,
7 they -- we have -- we validate the data points,
8 what's owed. The boarding process will flag any
9 issue that we have and ---

10 Q: All right. What's the board- -- boarding
11 process? Tell me what that means.

12 A: That's the process that each and every loan goes
13 through when we acquire a new loan and it
14 transfers from a prior servicer into Shellpoint.

15 Q: You said that's what they go through, but you
16 didn't tell me what that procedure is.

17 A: I can explain it.

18 Q: Explain it, please.

19 A: Sure. So the boarding department is in
20 Greenville, South Carolina, actually here in
21 South Carolina. And 60 days -- 45 to 60 days
22 prior to the transfer, once, once the boarding
23 department gets notice that there's going to be
24 a transfer, they have a preliminary call with
25 the prior servicer, and they go through matters



1 such as when we expect the information to be
2 transmitted to us; when we expect the transfer
3 to take place; how many loans we're, we're
4 expected to transfer over; how many are in
5 foreclosure, bankruptcy, loss mitigation, a lot
6 of different matters; as well as the, the format
7 that will be transmitted to us 'cause we can
8 mirror their format in our system.

9 So, it first comes into a test environment,
10 and it's an exact, mirrored image is what they
11 have. And, throughout the process, there is a
12 new transfer screen -- exception screen that
13 they're, that the boarding department looks at.
14 So, as this information's coming in, if there's
15 any issue at all -- say, it says a non-escrowed
16 account and there's a \$300 balance, then that
17 would be an exception or red flag that would
18 pull that loan out, and then we would look to
19 resolve that internally with an analyst inside
20 the boarding department. If we can't get it
21 resolved, then we would discuss it with the
22 prior servicer. If we can't get the answers to
23 whatever error or omission that our system,
24 system is picking up, it would not board into
25 our system. So, as it goes from prior servicer



1 into our system, it is vetted, it is mapped out
2 into our system, it is audited. Once it passes
3 all, all of our boarding process, then the
4 boarding department would actually pull the
5 trigger, and it goes from that test environment
6 over into live production, and it actually goes
7 right into our servicing platform. So if there
8 were any issues within the loan that cannot be
9 resolved, we would not be servicing it today.

10 Q: Where is that paperwork with regards to these
11 loans?

12 A: What paperwork?

13 Q: The boarding process.

14 A: I'm not sure I understand the question.

15 Q: Well, it's my understanding it was assigned, but
16 you came in, in 2014.

17 A: Uh-huh.

18 Q: And you said servicing these loans is just
19 paperwork, and we can verify whether it's a good
20 debt and whether they're behind, whether there
21 are escrows or things of that nature. Is there
22 a procedure that's done with regards to these
23 loans on a yearly basis, or is it done in two or
24 three years, when is it done?

25 A: I'm just -- I still don't understand the



1 question.

2 Q: Is there a screening process before I take on
3 someone's debt?

4 A: That's the ---

5 Q: If I'm going to buy your loan, I'm not going to
6 take it on and just say I'm glad to have it, I'm
7 going to turn around and say what's your credit,
8 are you paying on time, is he paying escrows, is
9 he behind on taxes, I'm going to screen you
10 before I take it on.

11 A: Well, I think you're referring more to, like, an
12 origination and once we've loaned someone money.
13 We're at this point servicing the loan,
14 origination has already taken place.

15 Q: Uh-huh.

16 A: This loan has been serviced throughout the time,
17 and we are servicing this loan today, as we sit.
18 So when we transfer the -- when, when we take on
19 a new batch of loans, we're just checking it for
20 accuracy.

21 Q: All right. And let me talk to you about
22 accuracy.

23 If this loan was satisfied in 2007, when
24 did it come to your attention that we have a
25 problem here with a lost mortgage satisfaction?



1 A: When did it come to my attention that we have a
2 problem with a mortgage satisfaction? When I
3 first started -- is -- that's your question,
4 correct?

5 Q: My question is ---

6 A: Okay.

7 Q: --- when did you determine that we've got a
8 hiccup here because it appears this mortgage has
9 been satisfied? Do you have any paperwork or
10 documentation, internally, that went on in your
11 organization and said I don't know what's going
12 on here? 'Cause this is what you're alleging,
13 this is what your defense is: We didn't know
14 anything about this, and this should be removed
15 from the public record, the satisfaction should
16 hold no value, we should be allowed to go ahead
17 and prosecute Mr. Turner. When did you
18 determine that you believed that something was
19 wrong? Show me that paperwork where you sat
20 down and said we have an issue here.

21 A: Well, I never determined that we have an issue
22 here, I never determined that there was anything
23 wrong. I did see the satis- -- the mortgage
24 satisfaction, but I, I -- for a couple of
25 reasons, I, I don't believe that it's a valid



1 mortgage satisfaction, and if the loan had been
2 satisfied, we would never, ever have transferred
3 it or boarded it into our system and, and be
4 servicing it.

5 Q: I want to ask you a question: You said the last
6 payment was made in 2009, all right? When did
7 you initiate a foreclosure action?

8 A: I don't recall when the Complaint was filed.

9 Q: It was in the last couple of years, isn't it?

10 A: I don't recall what year.

11 Q: All right. Well, let's look at the Summons and
12 Complaint, let's see when it was filed. You're
13 telling me that, in 2009, you said the last
14 payment was made. All right. And you sat on
15 your duff for 14 years -- not you, personally,
16 but the company -- for 14 years, and this
17 Summons and Complaint was filed July ---

18 **MR. VON KELLER:** Objection, Your Honor. I think it's
19 nine years. Summons and Complaint was filed in
20 2018.

21 **MR. WALTERS:** Okay. I ---

22 **MR. VON KELLER:** The testimony is the last payment
23 was made in 2009.

24 **MR. WALTERS:** Okay. Let's make it nine years.

25 Q: The point is, is that, for nine years, it's been



1 sitting there. Did anyone ever pick up the
2 phone and say why isn't he making the payments
3 and, on the public record, it looks like it's
4 been satisfied? Why sit for nine years?

5 A: Before filing a complaint?

6 Q: Is it possible that you had to sit down and
7 figure out who at HomeGold may have done this --

8 -

9 A: Well, no.

10 Q: --- who at Carolina had done this ---

11 MR. KEVORKIAN: I'm, I'm sorry, Your Honor, but I,
12 I'm trying to answer an initial question, and
13 then ---

14 THE COURT: Okay.

15 MR. KEVORKIAN: --- I get other questions that would
16 -- is posed.

17 THE COURT: Mr. Walters gets carried away sometimes.
18 (To Mr. Walters) Let him, let him answer
19 you, and you can ask your next question.

20 MR. WALTERS: Yes, sir.

21 MR. KEVORKIAN: Thank you.

22 THE COURT: Ask the question again.

23 Q: Isn't it true that, in 2009, that's when you
24 said and it's your testimony, that you believed
25 that things had gone into default because money



1 had been paid -- hadn't been paid after 2009; is
2 that right?

3 A: I believe the last payment that I recall was
4 January 2009, that's correct.

5 Q: All right. When did you stop and turn around
6 and say, look, it looks like there's a
7 satisfaction on the record, and there may be an
8 issue here? Why have you sat for nine years?

9 A: Okay. So your question is, from 2009 until 2018
10 when a complaint was filed, how -- why, why it
11 took so -- why did it take so long?

12 Q: Yeah.

13 A: I ---

14 Q: You're the litigation specialist here.

15 A: I don't know the answer to that.

16 Q: All right. Could it perhaps be that, in 2009,
17 when you figured out that the mortgage had been
18 satisfied and, and the gang of dirty tricks was
19 involved in moving these mortgages around, you
20 weren't sure what was going on? Could it be
21 that you sat back and said who's going to be
22 convicted and who's going to go to jail, and,
23 after the dust settles, and we'll wait 14 years
24 later -- no, nine years later, and then we'll
25 see if we can collect on this debt?



1 A: Again ---

2 Q: It, it's just incomprehensible. Why would you
3 wait nine years to come after somebody?

4 A: You just asked me three questions.

5 Q: I asked you one.

6 A: No. But the last question you asked is -- I'll
7 answer it again. I, I don't know the answer to
8 why there was a nine-year, a nine-year span
9 between the last payment and the time that the
10 lawsuit was filed, I do not know. I don't know
11 now, and I won't know in five minutes from now
12 if you ask me it again.

13 Q: Would you consider the fact that it might be
14 safe to come out from the shadows now after
15 everybody's gone to jail and the case has been
16 closed and try to collect on a debt in 2018?

17 A: (Shakes head.)

18 **MR HUNTER:** Objection. Your Honor, this is just,
19 what, editorializing. I don't know.

20 **THE COURT:** Overruled.

21 Q: I'm simply asking what was the motivation to
22 wait nine years? And you're telling me that you
23 don't know why, but you're the litigation
24 specialist.

25 **MR. VON KELLER:** Your Honor, may I ask as to the



1 relevance of this line of questioning? Is --
2 what -- so they waited nine years to file the
3 lawsuit, why is that relevant to the issues
4 under, under discussion today?

5 **THE COURT:** Why is that relevant, Mr. Walters?

6 **MR. WALTERS:** It is relevant to the issue that
7 Emergent Mortgage satisfied this mortgage, and,
8 under the circumstances, they had no grounds to
9 proceed forward, and now we're before this Court
10 without any representatives from Emergent or
11 Carolina Home or HomeGold, in this particular
12 situation, and now you come back -- and, and we
13 believe that they've acted in bad faith by
14 coming forward now and saying, somehow, you owe
15 us the debt. And you have produced no one, not
16 even his testimony can substantiate why they
17 waited nine years after a mortgage was
18 satisfied. There's only one conclusion you can
19 reach, 'cause the debt was paid.

20 **THE COURT:** Well, that's -- objection overruled.

21 Okay. Mr. Walters, you've made your point.

22 **MR. WALTERS:** Yes, sir.

23 **THE COURT:** Yeah.

24 Q: Now, let's move forward and talk about Ditech.
25 When you were talking about Ditech, you started



1 working there in 2014; is that right?

2 A: That's correct, yes.

3 Q: All right. And I believe that Attorney von
4 Keller alluded to, and I believe we marked it as
5 an exhibit, Enclosure Number 8 in our Summary
6 Judgement motion that we sent out, but the point
7 is, is that there was an assignment that was
8 made to Ditech. Can you pull that up? I think
9 it was put in front of you.

10 A: What exhibit is it?

11 Q: I believe they referred to it as ---

12 A: I have it, 22.

13 Q: Exhibit 20 was the note?

14 A: 22.

15 Q: Exhibit 22, can you pull that out?

16 A: Yes, sir.

17 **(Plaintiff's Exhibit Number 22 was referenced at this**
18 **time.)**

19 Q: What was the status of Ditech at that time?

20 A: I don't understand your question. We would, we
21 would've been servicing the loan.

22 Q: All right.

23 A: Or, I say we, Green Tree and Ditech.

24 Q: Okay. And there was an assignment that was made
25 to Ditech; is that right? Which document are



1 The Plaintiff says, "Wells Fargo Bank, National
2 Association, not in its individual or banking
3 capacity, but solely as trustee on behalf of the
4 Green Tree Mortgage Trust, 2005-HE1." You see
5 that?

6 A: I do, yes.

7 Q: All right. Explain to me what that means when
8 you set up a trust in that manner.

9 A: Explain what it means when we set up a trust
10 what? I didn't hear you.

11 Q: When a trust is set up in that manner, it has a
12 corpus, doesn't it?

13 A: It has a what?

14 Q: There's a certain amount of properties that you
15 can put in a trust under a certain amount of
16 time?

17 A: Yes. I can agree with that.

18 Q: Okay. Could you explain that to me, your
19 understanding of that?

20 **MR. VON KELLER:** Your Honor, I have to object again,
21 on relevance. I have no idea -- this witness
22 isn't obligated to know the details of the trust
23 under which an assignment ---

24 **THE COURT:** Well ---

25 **MR. VON KELLER:** --- is made.



1 **THE COURT:** --- if he doesn't know, he -- like you
2 said, that's not -- that's a good answer.

3 **MR. VON KELLER:** Okay. Very well.

4 **THE COURT:** Yeah. Objection overruled.

5 I have a lot, a lot of times, I get
6 witnesses that get nervous, and they want to
7 know -- they want to give the right answer, and
8 I tell them there's no right or wrong answer, I
9 just want a truthful answer.

10 **MR. KEVORKIAN:** Sure.

11 **THE COURT:** If it's something you don't know and you
12 -- and that's the truth, that's a good answer,
13 so.

14 **Q:** All right. Would you tell me your understanding
15 of these trusts that were set up by these banks?

16 **A:** I mean, here, here is my understanding is, as
17 Your Honor just mentioned, a handful of loans
18 would go in, then it gets closed, then another
19 trust would open, and then this, this trust is
20 the, the -- that -- it has a trustee, and then
21 we service it on be- -- on behalf of the trust.

22 **Q:** And I believe there is ---

23 **A:** And, and ---

24 **Q:** --- a set ---

25 **A:** --- to the ---



1 Q: --- degree of time ---

2 A: --- and much farther ---

3 Q: --- to transfer those ---

4 A: --- than that, I really, really don't have a, a
5 deep understanding of ---

6 Q: You don't?

7 A: Other than what I just mentioned, I don't have
8 an ultra-deep understanding of the operations of
9 a trust, no, sir.

10 Q: You do agree that there's a period of time to
11 establish the corpus for a trust, to transfer
12 the assets in it?

13 A: Okay. And you asked me that earlier, and I
14 didn't understand one thing that you said. Can
15 you repeat that again?

16 Q: All right. As far as the body of the trust
17 itself ---

18 A: Okay.

19 Q: --- there's a period of time to put the assets
20 in the trust, all right, because what you're
21 alleging here is there was a transfer that
22 occurred to Wells Fargo, and it was almost 15
23 years later; is that correct?

24 A: In 2005, this is a 2005 trust to Wells Fargo.

25 Q: That's right. Have you ever known a trust to be



1 open that long?

2 A: To be open that long?

3 Q: Yeah, where you can add to the corpus of the
4 trust?

5 A: Are you saying corpus? I -- that's the third
6 time I've ---

7 Q: Or ---

8 A: --- heard it.

9 Q: Well, now, we say the body of it, it -- what
10 we're referring to is exactly what you own in
11 the trust. A trust has three parts. All right.

12 A: Okay.

13 Q: It has to have an erase. It has to have either
14 the mortgages in it, it can have assets in it,
15 it can have money in it, but it's a period of
16 time that it can be open where you can put those
17 assets in it. And, when you transfer mortgages
18 and things of that nature, sometimes you set up
19 a trust 'cause you start selling securities off
20 of it. All right? So, in other words, you
21 don't sell securities and the trust ends up in
22 a situation where you just keep adding
23 properties to it.

24 MR. VON KELLER: Your Honor, again, I object on
25 grounds of relevance about the underlying trust



1 and when it can add elements to the corpus. I,
2 I don't see what this has to do ---

3 A: (To self) Corpus.

4 **MR. VON KELLER:** --- with a mortgage foreclosure.

5 **THE COURT:** Okay. Objection overruled.

6 Q: All right. Let's move further.

7 Now, we talked about Ditech, the
8 transferring of something on one particular
9 document, and you've got that document in front
10 of you? You went through it with Attorney von
11 Keller.

12 A: Which exhibit, which exhibit is it?

13 Q: Well, let's go -- let me mark each one of them
14 for you. The first one was from the State of
15 Delaware, and you went through that with
16 Attorney von Keller.

17 A: Okay.

18 Q: All right. And he had his exhibit numbers on
19 there. There was a State of Delaware
20 certificate of merger, do you remember looking
21 at that document?

22 A: I do.

23 Q: Okay. All right. And those two documents dealt
24 with Ditech. Okay? And then there was an
25 assignment of mortgage that occurred; is that



1 correct? And we just talked about that, and
2 that was another document that Attorney von
3 Keller put forth; is that right?

4 A: Yeah. Could we maybe go through these by
5 exhibit number 'cause ---

6 Q: Okay.

7 A: --- 'cause ---

8 Q: Let's do that. That's the one for Delaware.
9 Let's go ahead and pull it, but it was -- I
10 can't remember which. This was the one Attorney
11 von Keller referred to, I -- and these are his
12 numbers, I'm sorry.

13 A: Okay. That, that would be ---

14 Q: That would be 14.

15 A: Okay.

16 Q: Okay? All right. Then there's another document
17 that says the State of Delaware, a certificate
18 of merger.

19 A: This one?

20 Q: That's the, the exact same document. Well, this
21 is 14, okay?

22 A: Okay. 14.

23 Q: All right. So then the next one after that
24 would be the State of Delaware ---

25 A: Okay.



1 Q: --- Certificate of Merger.

2 A: It was before that, that's why it's getting
3 confusing.

4 Q: Right. Okay.

5 A: Do you wanna write down the numbers on yours?

6 Q: Yeah. I can go -- I got it right here. It's 14
7 was the first one, I believe; is that right?

8 A: That's correct, 14.

9 Q: All right. And then there was the State of
10 Delaware, the Certificate of Merger.

11 A: That one?

12 Q: Okay. And what does he have that numbered as?

13 A: 13.

14 Q: That's different from this one.

15 A: Okay.

16 Q: So this is a Certificate of Merger.

17 A: Okay. That's attached to, that's actually
18 attached to the 14.

19 Q: To 14, okay. And I'm going to mark that as 15,
20 okay?

21 A: Okay.

22 Q: All right. So let's go through these documents.
23 Let's start with the one we just agreed to as
24 Number 14.

25 **(Plaintiff's Exhibit Number 14 was referenced at this**



1 time.)

2 Q: What does it say?

3 A: All right. It says Delaware, the first state.

4 Q: All right. And it's signed by a Jeffrey W.
5 Bullock, who is the Secretary of State in
6 Delaware, and he says this merges Ditech
7 Mortgage Corporation, a California corporation,
8 and it says here, DT Holdings, LLC, a Delaware
9 limited-liability company, with and into Green
10 Tree Servicing, LLC; is that correct?

11 A: That's what I read, as well, yes.

12 Q: All right. And what was the date of that?

13 A: August 2015.

14 Q: Okay. And then if you would move to the State
15 of where -- Delaware where it has the
16 Certificate of Merger.

17 A: Okay.

18 Q: All right. And what does it say first, right
19 there?

20 A: The State of Delaware Certificate of Merger.

21 Q: All right. And then it says First, on the left,
22 do you see that?

23 A: First, on the left? Yes.

24 Q: Uh-huh. All right. And what does it say?

25 A: "The surviving limited liability company is



1 Green Tree Servicing, LLC, a Delaware limited
2 liability company, and the corporation and
3 limited liability company being merged into this
4 surviving limited liability company are DT
5 Holdings, LLC, a Delaware limited company," I'm
6 sorry, "a Delaware LLC and Ditech Mortgage
7 Corp., a California corporation."

8 Q: All right. So, essentially, what happened was
9 Green Tree comes out of that surviving, and the
10 other two did what? They were merged into that
11 company; is that right?

12 A: I -- it's been a while since I've read this line
13 by line. So Green Tree -- my recollection was
14 Green Tree was the surviving entity, and the
15 name was changed to Ditech, LLC.

16 Q: All right. And did you have a chance to review
17 the documents that were, that Attorney von
18 Keller provided to us?

19 A: Which documents was that?

20 Q: The discovery documents he refers to, it's about
21 500 documents.

22 A: I've reviewed quite a few, yes.

23 Q: All right. And you said you were the litigation
24 specialist, so I assume you've met with a lawyer
25 and you knew what was there.



1 A: I'm sorry. What was that part?

2 Q: I'm going to show you a document that was
3 provided by your attorney, and it's Bates-
4 stamped page 388, and it's Mortgage and Deed of
5 Trust. Can you explain this to me?

6 **MR. VON KELLER:** What -- I'm sorry, Glenn. Can you
7 tell me what document you're looking at, please?

8 **MR. WALTERS:** You, you Bates-stamped it page 388.

9 **MR. VON KELLER:** 388?

10 **MR. WALTERS:** That's what you sent me.

11 **MR. VON KELLER:** Got it.

12 **MR. WALTERS:** All right.

13 Q: Would you read to His Honor, in the first
14 paragraph here, what Green Tree Financial
15 Servicing Corporation did with Mr. Turner's
16 loan?

17 A: Well, this is titled Mortgage Deed of Trust
18 Assignment, and -- do you want me to just read
19 the paragraph?

20 Q: Sure.

21 A: All right. "For value received, Green Tree
22 Financial Servicing Corporation, ('Assignor'),
23 a corporation organized and existing under the
24 laws of the State of Delaware, hereby assigns to
25 First Trust National Association, its successors



1 and assigns, all right, title, and interest in
2 and to a certain mortgage," dated of --
3 "Mortgage/Deed of Trust dated February 12, 1997,
4 made by James Turner, as mortgagor, to Green
5 Tree Financial Servicing Corporation, as
6 mortgagee, as filed in the offices of the County
7 Recorder, County of Richland, State of South
8 Carolina, together with the Note secured by such
9 mortgage/deed of trust on the following
10 described properties situated in the above
11 county and state."

12 Q: Okay. Can I have that document back?

13 Now, you heard Attorney von Keller when he
14 went through, I guess it's sort of a chain of
15 who owned what, and he said Ditech transferred
16 it, and it eventually ended up with Wells Fargo,
17 the Plaintiff that's before the Court.

18 Can you explain to me, if Green Tree
19 Financial gave the debt to First Trust National
20 Association --

21 MR. WALTERS: And I'll provide a copy to Your Honor,
22 I'll approach you.

23 Q: If they gave it -- if they gave everything they
24 owned to First Trust, how does First Trust end
25 up giving what they had to Wells Fargo? Do you



1 have any documentation, as the Plaintiff before
2 the Court, do you have anything?

3 A: I do not.

4 Q: Can you explain, is there anyone that you
5 brought with you in your files that can explain
6 that?

7 A: I, I don't know if we have other documents that
8 explain that.

9 Q: All right.

10 **MR. WALTERS:** And I, I'm going to -- Your Honor, I'm
11 going to have this marked.

12 **(Defendant's Exhibit Number 1 was marked for**
13 **identification purposes.)**

14 Q: What I want to know is, is, since you're their
15 litigation specialist ---

16 **THE COURT:** One, one moment, one moment for -- go
17 ahead.

18 Q: What I need to know is, is that you're the
19 litigation specialist, or you refer to yourself
20 as someone who prepares paperwork for
21 litigation; is that right?

22 A: What was the, that question?

23 Q: Do you prepare ---

24 A: I, I'm sorry.

25 Q: --- paperwork for litigation?



1 A: We -- sometimes when your back is to me, I, I
2 don't hear you real well.

3 Q: I apologize.

4 A: That's okay.

5 Q: I -- that's rude to turn your back on someone,
6 I won't do that.

7 A: I mean, you've got to walk back at some point.

8 Q: I apologize.

9 You prepare paperwork for litigation; is
10 that correct?

11 A: No, sir.

12 Q: Okay. So you don't prepare paperwork for
13 litigation? I thought you said you went through
14 depositions, you sometimes attend mediation, and
15 you go through the procedures that should be
16 followed, you prepare the file and get it ready.
17 You're not an attorney, but you're doing
18 essentially the work of a paralegal for someone
19 that specializes in banking and financing would
20 do; is that correct?

21 A: Was your question I prepare paperwork?

22 Q: Yes.

23 A: I review files, and I review documents. I, I
24 don't really -- I, I wouldn't say I prepare. I
25 mean, there are time when I, I might pull up



1 figures, but I don't really pre- -- I mean,
2 like, these documents were not prepared by me.

3 Q: Oh, okay. Well, I want to ask you a question in
4 your review of the file: How does Wells Fargo
5 have standing to come in here and demand the
6 mortgage and that, you know, that I'm going to
7 exercise my rights under the mortgage and I want
8 James Turner to give me his house 'cause he
9 hasn't paid his money when Green Tree Financial,
10 they turned everything over to First Trust
11 National Association?

12 A: Well, I don't know if that's valid either 'cause
13 it hasn't been recorded.

14 Q: You ---

15 A: I don't, I don't believe it's been recorded.

16 Q: All right. But your lawyer gave this to us. We
17 didn't create it. Evidently, he got it from
18 your company or some entity within your company.
19 But I know Mr. von Keller didn't create the
20 document, he's an officer of the court, he
21 wouldn't do that. This documentation was
22 obtained from your company. Can you explain why
23 First Trust National Association was given
24 everything from Green Tree? I want you to go
25 through your paperwork and show me the link



1 between Wells Fargo and First Trust National
2 Association. How does Wells Fargo own an
3 interest here before this court and they deserve
4 the right to foreclose? Show it to me.

5 A: You're asking me what our standing is?

6 Q: No, sir.

7 A: I, I don't understand your question.

8 Q: I'm going to ask you real simple, and I'm not
9 turning my back. I want to see the
10 documentation that shows how First Trust
11 National Association ended up transferring their
12 interest ---

13 A: I got you.

14 Q: --- to Wells Fargo. Your testimony was that
15 Green Tree turned it over to Wells Fargo. I'm
16 saying the documentation you've produced is
17 contrary to that, and I need to know, how does
18 Wells Fargo have a right to foreclose here
19 today? Do you have that documentation that
20 closes that gap, that missing link?

21 This was given to us by your lawyer.

22 A: No, I, I understand. Sure. I, I just have to
23 believe that, if that's not a recorded document,
24 that it's not a valid document.

25 Q: Read the top of it and tell me if it's



1 notarized.

2 A: If it's notarized?

3 Q: Tell -- read the top of it. What's its title?

4 A: The title?

5 Q: Yeah, what's the title of the document?

6 A: Mortgage/Deed of Trust Assignment.

7 Q: Okay. And is it notarized?

8 A: It is notarized.

9 Q: Okay.

10 **MR. WALTERS:** Begging the Court's indulgence, Your
11 Honor.

12 **THE COURT:** Uh-huh.

13 Q: You would agree that the assignment that was
14 signed by Ditech was signed in 2018; is that
15 right?

16 A: Uh-huh. Just let me check.

17 Q: That's the date for the assignment.

18 A: What's the exhi- -- exhibit number?

19 Q: It's 2018.

20 A: No, the exhibit number. Oh, I got it, 22,
21 again.

22 **(Plaintiff's Exhibit Number 22 was referenced at this**
23 **time.)**

24 **(Off the record side discussion.)**

25 Q: Okay. You got it?



1 A: Yes, the, the ---

2 Q: I believe it's 2018?

3 A: That's correct, yes.

4 Q: All right. I want you to explain to us in the
5 courtroom here, if you look at the assignment
6 that was signed by Ditech, they stopped
7 existence in March 13th of 2015, didn't they?
8 You just read the document ---

9 A: I'm -- can you ---

10 Q: --- where they merged.

11 A: --- speak up just a little bit?

12 Q: Ditech did not exist after 2015; is that
13 correct?

14 (Off the record side discussion.)

15 Q: You just read the document that said the only
16 company that survived out of this would be whom?

17 A: Yeah. They were going by the name of Ditech,
18 yes.

19 Q: It would be Green Tree; is that right? That's
20 what you got from the ---

21 A: From what I recall ---

22 Q: --- Secretary of State.

23 A: --- from the, what I recall from the Certificate
24 of Merger, the surviving entity was, was to be
25 Green Tree Servicing, and I forgot the, the



1 verbiage, but it, it -- they would fly under the
2 name of Ditech.

3 Q: All right. But March 13th of 2015, based on the
4 document you've read, Ditech no longer existed;
5 is that right? Because they only -- the word
6 they use is the only surviving entity would be
7 Green Tree; is that correct?

8 A: The ---

9 **MR. VON KELLER:** (Whispers.) No. That's not what it
10 says.

11 A: I ---

12 Q: Do you want to look at it again?

13 A: No, no, sir, I don't, but thank you.

14 **(Off the record side discussion.)**

15 A: You know, and I'm, I'm not an attorney, but it's
16 Ditech Financial f/k/a Green Tree, so, I mean,
17 I, I can read that this is executed by Edward
18 Born on behalf of Ditech Financial, formerly
19 known as Green Tree. How that relates to the
20 merger documents and how that language is put
21 out, I, I've never heard of an issue with that
22 before, but it's . . .

23 Q: Read it for the judge, it says Ditech Financial,
24 formerly known as -- read it to the judge.

25 A: Sure. It states, "Ditech Financial, LLC,



1 Q: --- the survivor.

2 A: --- but not Survivor.

3 Q: All right. But, either way, you know what a
4 survivor is?

5 A: No, I don't, I've never seen it.

6 Q: All right. But you ever heard the song, I'm a
7 survivor, it means I overcome any obstacles, and
8 I'm, I'm still here. Would you agree?

9 A: Is that Katy Perry?

10 Q: I'm not sure.

11 A: Okay.

12 Q: All right. But you would agree the document you
13 have, it said the only surviving entity that
14 would come out of that is what, is Green Tree?

15 A: Okay, but ---

16 Q: Everything else has been bought.

17 A: If, if you're gonna ask me a question, let me go
18 back and look at it, please.

19 Q: Okay.

20 A: To the -- back to the Certificate of Merger.
21 Okay. So you're referring to the Certificate of
22 Merger, correct?

23 Q: That's exactly right

24 (Plaintiff's Exhibit Number 14 was referenced at this
25 time.)



1 A: All right. And I am on page two and ---

2 Q: It's the page right behind Delaware, and what
3 does it state? The surviving entity is whom?

4 A: The surviving limited liability company is Green
5 Tree Servicing, LLC.

6 Q: Right. And they put to bed the other two,
7 didn't they? Go on down and read it.

8 A: You want me to just ---

9 Q: Go ahead.

10 A: --- read it, the entire first paragraph?

11 Q: Yeah. Get to the Ditech part.

12 A: "The surviving limited liability company is
13 Green Tree Servicing, LLC, a Delaware limited
14 liability company, and the corporation and
15 limited liability company being merged into the
16 surviving limited liability company are Ditech
17 Holdings, LLC, a Delaware limited liability
18 company; and Ditech Mortgage Corp, a California
19 corporation."

20 Q: All right. And I'm going to turn around and
21 look at you. I'm sorry.

22 **MR. VON KELLER:** May ---

23 Q: So, essentially, what happened was, is that you
24 get rid of two companies, put 'em in your
25 pocket, and the only surviving entity that would



1 represent the interests of these entities would
2 be Green Tree; is that right?

3 A: I don't know.

4 Q: Okay. I understand you're not drawing a legal
5 conclusion and, and you're not an attorney, I
6 certainly don't mean that in a, a slight towards
7 you or anything. Okay. I'm just asking you a
8 question.

9 And then, of course, there was an
10 assignment that was signed three years later by
11 an entity that does not exist. Can you explain
12 that?

13 A: I, I can't. I don't even know if that's
14 correct. I mean, we, we've had tons of a, AOMs,
15 we've had a certificate of merger since 2015 and
16 subsequently have had plenty of AOMs executed.
17 It's never been a problem, I've never been asked
18 that. I, I don't know. If, if I knew the
19 answer, I would tell you, I don't know what the
20 answer is.

21 Q: But you would agree you've got a real problem
22 with the fact that you've got a document here,
23 a Mortgage/Deed of Trust Assignment provided by
24 your lawyer that says that Green Tree
25 transferred everything to First Trust National



1 Association.

2 A: I can't agree to that either.

3 Q: Okay. Then show me something where something
4 was transferred to Wells Fargo. Can you show me
5 anything?

6 A: I, I don't know if, if we have that document.
7 I just don't believe that that -- that would be
8 a valid document, being unrecorded, if it is, in
9 fact, unrecorded.

10 MR. WALTERS: Your Honor, I have no further
11 questions.

12 THE COURT: All right. One moment, please. One, one
13 moment. please.

14 (Off the record side discussion.)

15 THE COURT: All right. Any redirect?

16 MR. VON KELLER: Yes, sir.

17 THE COURT: Please proceed.

18 MR. KEVORKIAN - RE-DIRECT EXAMINATION BY MR. VON
19 KELLER:

20 Q: Mr. Kevorkian, as you know, it's very important
21 to read the entirety of the document and be
22 given a chance to read the entirety of the
23 document.

24 Let's go to Plaintiff's Exhibit 14, please.

25 (Plaintiff's Exhibit Number 14 was referenced at this



1 time.)

2 MR. WALTERS: I'm sorry, Mr. von Keller, you -- which
3 exhibit were you referring to?

4 MR. VON KELLER: 14.

5 MR. WALTERS: Okay. That's the Delaware document?

6 MR. VON KELLER: It is page one. It's a two-page
7 document ---

8 MR. WALTERS: Yes.

9 MR. VON KELLER: --- that you've been questioning my
10 witness about.

11 A: I know it's in here somewhere.

12 Q: You were just going over it.

13 A: So, I know, that's why I say I know it's in here
14 somewhere.

15 Q: It is the document that has a big Delaware
16 written -- all right. So it's a two-page
17 document, correct?

18 A: Yes, sir.

19 Q: And the first document ---

20 A: Well, it's three, I have three here.

21 Q: All right.

22 A: That right?

23 Q: Yes, that's right. Thank you. Like I said,
24 it's important to read 'em all, right?

25 All right. Page one says that Ditech



1 Mortgage Corporation and DT Holdings, Inc., are
2 merging with and into Green Tree Servicing,
3 correct?

4 A: That's correct.

5 Q: All right. So let's go to page two, the State
6 of Delaware certificate of merger. Mr. Walters
7 got you to read some of this document but not
8 all of it, so let's read it all. It says that,
9 the undersigned hereby executes the following
10 Certificate of Merger: First, the surviving
11 limited liability company is Green Tree
12 Servicing be merged into DT Holdings and Ditech
13 Mortgage Corporation, correct?

14 A: That's correct.

15 Q: Second, the Agreement and Plan of Merger were
16 approved, adopted, and certified, correct?

17 A: That's correct.

18 Q: But let's focus on Third, which we never read:
19 "The name of the surviving limited liability
20 company," which would be Green Tree Servicing,
21 LLC, "is hereby amended to Ditech Financial,
22 LLC, a Delaware limited liability company (as
23 such surviving entity, the 'Surviving Limited
24 Liability company.'"

25 A: I agree.



1 Q: So that's what says that the merger was into
2 Green Tree Servicing, and it changed its name to
3 Ditech in 2015, correct?

4 A: That's what I'm reading, as well.

5 Q: That's the part you omitted was paragraph three,
6 right?

7 A: I can agree with that.

8 Q: Now, we go to para- -- to document 22, which is
9 a 2018 document executed by Ditech.

10 **(Plaintiff's Exhibit Number 22 was referenced at this**
11 **time.)**

12 Q: Ditech's name -- Green Tree Servicing's name had
13 been changing in '15 to Ditech, and so Ditech
14 was the appropriate party to execute Exhibit 22;
15 is that not correct?

16 A: I -- it appears to be correct to me, yes.

17 Q: All right. Next thing, in preparing for this
18 case, you reviewed the -- well, let's go --
19 well, I tell you, before that, the Mortgage/Deed
20 and Trust Assignment that Mr. Walters made an
21 exhibit, have you been presented at any time
22 with a recorded copy of this document?

23 A: I have not come across one, no, sir.

24 Q: Are you aware of it -- of -- and has anybody
25 ever purported, anybody ever -- your ti- --



1 your, your counsel, the defendants, has anybody
2 shown you a recorded copy of this Deed of Trust
3 Assignment?

4 A: I have not seen a recorded copy, no, sir.

5 Q: Is it your understanding that, in absence of a
6 recorded assignment, this is not legally
7 effective?

8 A: That would be my understanding, yes.

9 Q: Is it -- in your experience, is it unusual for
10 you to find that there may have been purported
11 assignments of a loan that were discussed and
12 negotiated but never effectuated, and documents
13 regarding that would be in the file?

14 A: Would it be in the file? It could be.

15 Q: Yeah, in your ---

16 A: Yep.

17 Q: --- experience?

18 A: Sure. It could be in the file.

19 Q: All right. Last question: In preparing for
20 this hearing, you were aware that I moved for
21 summary judgement in this case on June 10th,
22 2021, and filed a Motion for Summary Judgement
23 with an attached affidavit bearing the payment
24 histories of these two loans? You would have
25 reviewed that in preparation for this hearing,



1 correct?

2 A: That's right.

3 Q: And those two payment histories, which I am
4 showing you now ---

5 **MR. WALTERS:** I'm going to object, Your Honor. He's
6 on, on redirect.

7 **THE COURT:** Overruled.

8 Q: Well, these two payment histories, which I am
9 showing you now, are already in the record, are
10 they not, with my Motion for Summary Judgement?

11 **(Plaintiff's Exhibit Numbers 25 and 26 were**
12 **introduced into the record at this time.)**

13 A: Yes.

14 Q: And you reviewed those in -- prior to your
15 testimony today?

16 A: I did, yes.

17 Q: And that Motion for Summary Judgement was filed,
18 I think, in '21? And you have stated that the
19 -- there have been no payments on this loan
20 since 2009, correct?

21 A: I believe that was the last payment, yes.

22 Q: So the payment history that was filed in 20- --
23 in June of 2021, if you pulled one today, would
24 be exactly the same, wouldn't it, 'cause there's
25 been no change in payments?



1 A: Yeah. It would just be updated today's date.

2 Q: But it would, it would be the same payment
3 history?

4 A: That's correct.

5 Q: All right. So then, in providing your testimony
6 as to the debt, you did in fact review recorded
7 documents in this file, in this case? The
8 payment histories and ---

9 **MR. WALTERS:** Your Honor, I'm going to object. He's
10 leading the witness.

11 **THE COURT:** Sustained.

12 **MR. VON KELLER:** Sir?

13 **THE COURT:** He, he said you were leading the witness,
14 and I said sustained.

15 **MR. VON KELLER:** Very well.

16 Q: Did you, in preparing for this case, review the
17 Motion for Summary Judgement with the affidavit
18 of the representative of Shellpoint that
19 attached those two payment histories?

20 **MR. WALTERS:** Objection. He's still leading the
21 witness.

22 **MR. VON KELLER:** That's not leading. I asked him a
23 question, did you review it?

24 **THE COURT:** You have to ask him a yes-or-no question.

25 **MR. VON KELLER:** That's a yes-or-no answer.



1 **THE COURT:** Well, that's, that's leading. You're
2 not, you're not on cross, you're on re- ---

3 **Q:** Explain to me what you reviewed in regards to
4 preparing for this hearing.

5 **A:** I reviewed a, a -- quite a bit. I reviewed the
6 file in general, and that involves going into
7 the Turner file, and, on the first page, I
8 always call it kind of like a vital statistic
9 page, and it shows when the last payment was
10 made; it shows the default date; the unpaid
11 principal balance; the escrow balance, you know,
12 of course, if it's an escrow account; the
13 address; many other things that I look for, and
14 then just, you know ---

15 **Q:** Did you review ---

16 **A:** --- what I ---

17 **Q:** --- my Motion for Summary Judgement with those
18 attachments?

19 **MR. WALTERS:** Objection, Your Honor. It's the same
20 question again, he's leading the witness.

21 **A:** I ---

22 **THE COURT:** Sustained.

23 **Q:** So tell me what you reviewed.

24 **A:** I reviewed all that, as I mentioned earlier, I
25 -- when we started. I reviewed payment history,



1 the mortgage, the note. It's, it was a lot to
2 review, it's two, two properties and -- but I,
3 I don't recall everything I reviewed, but I
4 mentioned what I reviewed earlier when we first
5 got started, and I've mentioned just now some
6 other things that I reviewed, maybe I missed
7 something from the first go around, but notice
8 of defaults, just welcome letters, I mean, all
9 kinds of stuff.

10 Q: And is the -- the affidavits that are in the
11 record of this case from June of 2021, the
12 payment histories -- but the affidavit with the
13 supporting payment history, it is -- without any
14 additional payments, is that -- the information
15 still accurate as of today?

16 MR. WALTERS: Objection. Leading the witness again.

17 MR. VON KELLER: I -- that is not leading.

18 THE COURT: Yeah, it's a yes-or-no question.

19 MR. VON KELLER: Sir?

20 THE COURT: It's a yes-or-no question, isn't it?

21 MR. VON KELLER: Did I just ask another question?

22 THE COURT: A yes-or-no question?

23 Sustained. Rephrase the question.

24 MR. VON KELLER: Your Honor, my underst- -- we, we
25 may have a different understanding of a, of a



1 leading question. A leading question and --
2 suggests the answer. If I ask you did you walk
3 across the street, that's not suggesting an
4 answer 'cause he -- well, the, the witness can
5 yes or no. If I say isn't it true you walked
6 across the street, that's leading, but if I ask
7 him did you review these affidavits, it's just
8 like I asked him did you review, you know, did
9 you review the file in preparation for this
10 hearing. That's not leading.

11 **THE COURT:** All right. Mis- ---

12 **MR. VON KELLER:** I, I have to be -- beg to differ,
13 the -- I am not suggesting an answer, that's
14 what a leading question is, Your Honor.

15 **MR. WALTERS:** Your Honor, it's my understanding that
16 it does not have to be suggestive, it simply has
17 to elicit a yes-or-no answer. That's all.

18 **MR. VON KELLER:** I -- if you ---

19 **THE COURT:** Just rephrase your question.

20 **MR. VON KELLER:** Well, I don't know how to -- if I'm
21 trying to elicit from him did he review this
22 document that I presented him, he can either say
23 yes or no, that's not leading. If I said isn't
24 it true that you reviewed it, that would be
25 leading, but if I say did you review it, there's



1 no other way to ask that question. It's just
2 like when I prepared him as a witness, I ---

3 **THE COURT:** Well ---

4 **MR. VON KELLER:** --- asked him what, you know ---

5 **THE COURT:** You, you asked him a, a ---

6 **MR. VON KELLER:** Did you review the file?

7 **THE COURT:** You asked ---

8 **MR. VON KELLER:** That wasn't leading.

9 **THE COURT:** You asked him a good question, you asked
10 him what did he do in preparation for this ---

11 **MR. VON KELLER:** Sir?

12 **THE COURT:** You asked what he did, and that was a
13 perfectly legitimate question, and he ---

14 **MR. VON KELLER:** I'm asking him ---

15 **THE COURT:** --- referred to everything he did.

16 **MR. VON KELLER:** I have shown him a document, I'm
17 asking did he review that. I don't believe that
18 that is in any way leading. It would only be
19 leading if I said isn't it true that you
20 reviewed this, that's leading, it's suggesting
21 an answer.

22 **THE COURT:** Ask him what that document is.

23 **MR. VON KELLER:** Sir?

24 **THE COURT:** Say, what is this document?

25 **Q:** What are the doc- -- what are the documents that



1 you have before you?

2 A: This is a copy of the payment history.

3 Q: For the two loans?

4 A: That's correct.

5 Q: Is that correct?

6 A: Yes.

7 Q: Are those the documents that were attached to my
8 Motion for Summary Judgement?

9 A: That's correct.

10 Q: Did you review them prior to trial?

11 A: I mentioned at the beginning of the trial that
12 the payment history was part of what I reviewed,
13 yes.

14 Q: Okay.

15 **THE COURT:** Okay.

16 Q: So, in testifying as to the amount of the debt

17 ---

18 **MR. WALTERS:** Your Honor, I object. I don't, I don't
19 believe those documents were attached to your
20 summary judgement.

21 **MR. VON KELLER:** They were absolutely attached, they
22 are marked in the record as Exhibits A and B,
23 they are categorically in my -- on my motion.

24 **MR. WALTERS:** I know that you -- they're marked
25 'cause you appeared in court but ---



1 **MR. VON KELLER:** No, I can -- I will attest as an
2 officer of this Court that those payment
3 histories were attached, and I can pull it out
4 of the file.

5 **MR. WALTERS:** All right. Okay.

6 **MR. VON KELLER:** That's not even a close question.
7 Your Honor can verify that by looking at the
8 public record.

9 **THE COURT:** No. I believe you.

10 Q: So, in preparing for your testimony as to the
11 debt, you reviewed recorded documents in this
12 case; is that correct?

13 A: When you say recorded documents, documents ---

14 Q: I mean, they were filed with the Court.

15 A: Oh, yeah, yeah, those, yes, yes.

16 Q: Okay. And do you -- are these true and accurate
17 copies of those documents that were filed, to
18 the best of your knowledge?

19 A: They appear to be, yes, sir.

20 Q: All right.

21 **MR. VON KELLER:** Your Honor, I would move to admit
22 these as Plaintiff's 25 and 26.

23 **MR. WALTERS:** Your Honor, I object. He can't
24 authenticate those documents, he can't come in
25 here and say I believe they're true and accurate



1 and correct.

2 **THE COURT:** All right. Objection overruled.

3 (Plaintiff's Exhibit Numbers 25 and 26 were marked
4 for identification purposes and admitted into
5 evidence at this time.)

6 **MR. VON KELLER:** Thank you, Your Honor. Nothing
7 further.

8 **THE COURT:** Okay. Any, any re-cross?

9 **MR. WALTERS:** No, sir, Your Honor.

10 **THE COURT:** Okay.

11 Thank you, sir. You may come down.

12 **MR. KEVORKIAN:** Thank you.

13 **THE COURT:** Watch your step coming down.

14 **MR. KEVORKIAN:** I'm sorry?

15 **THE COURT:** Watch your step coming down.

16 **MR. KEVORKIAN:** Oh, okay.

17 **MR. VON KELLER:** If I may, Your Honor, I'm just going
18 to show Mr. -- this is the motion I served him,
19 the Motion for Summary Judgement.

20 **MR. WALTERS:** Uh-huh.

21 **MR. VON KELLER:** And it clearly demonstrates that.

22 **MR. WALTERS:** Thank you.

23 **MR. VON KELLER:** Okay. I just wanted you to know.

24 **MR. WALTERS:** Okay.

25 **MR. VON KELLER:** Your Honor, just let the record



1 reflect that I showed Mr. Walters the -- my
2 Motion for Summary Judgement that I served to
3 him on June 11th and that was filed with the
4 Court with the payment histories, yes, sir.

5 **THE COURT:** All right. Thank you. Thank you.

6 Do you have another witness?

7 **MR. VON KELLER:** No, sir, Your Honor. That's the
8 Plaintiff's case.

9 **THE COURT:** The Plaintiff rests. All right.

10 Mr. Walters?

11 **MR. WALTERS:** Your Honor, we have -- that, that's our
12 case and ---

13 **THE COURT:** Okay. The Defense rests. All right.

14 I have a, I have a -- I'm curious 'cause
15 we talked about people that weren't here. Mr.
16 von Keller, how many answers did you get in this
17 case 'cause there were quite a few defendants?

18 **MR. VON KELLER:** Your Honor, to my knowledge, I have
19 my paralegal here, I don't think -- oh, with the
20 exception of the Department of -- the IRS, I
21 don't think anyone answered.

22 **MS. LACKEY:** Your Honor ---

23 **THE COURT:** Mr. Turner ---

24 **MS. LACKEY:** --- there was an estate, the deceased
25 person answered, and they just said they had no



1 interest in the properties.

2 **THE COURT:** So ---

3 **MR. VON KELLER:** Oh, we appointed a Guardian ad
4 Litem, and they, they answered, and they stated
5 no interest.

6 **THE COURT:** Who was the Guardian ad Litem?

7 **MR. VON KELLER:** Ms. Kelley.

8 **THE COURT:** Okay. Ms. Woody?

9 **MR. VON KELLER:** Kelley Woody. Thank you, Your
10 Honor. Excuse me.

11 **THE COURT:** And, and who was the deceased person?

12 **MR. VON KELLER:** Sir?

13 **THE COURT:** Who was the deceased entity?

14 **MS. LACKEY:** The estate.

15 **THE COURT:** The estate, whose estate was that?

16 **MS. LACKEY:** I, I -- one Willie Henry's ---

17 **MR. VON KELLER:** Uh-huh.

18 **THE COURT:** Willie Henry's?

19 **MS. LACKEY:** --- Henry, I believe.

20 **THE COURT:** All right. Willie, Willie Henry?

21 **MS. LACKEY:** Yes, sir.

22 **THE COURT:** Okay. Willie Henry answered.

23 Who is Cynthia McGriff?

24 (Off the record side discussion.)

25 **MR. VON KELLER:** Mr. Turner, of course ---



1 **MR. WALTERS:** That is my, my client, Your Honor.

2 **THE COURT:** Okay.

3 **MR. VON KELLER:** Mr. Cor- --- Mr. Turner, of course,
4 answered, and George Conits, a U.S. Attorney for
5 the IRS, answered. The -- I know that Mr. -- we
6 -- you and I got correspondence, Your Honor, for
7 Mr. Byrd, who answered for the estate of, of
8 Willie Henry, and he -- in this communication
9 that he sent you and me straightening -- stated
10 they no longer have any interest in the
11 property.

12 **THE COURT:** Okay.

13 **MR. VON KELLER:** Mr. Byrd -- well, you may recall his
14 letter saying he is retired.

15 **THE COURT:** Uh-huh.

16 **MR. VON KELLER:** And the Department of Revenue just
17 filed a request for surplus funds.

18 **THE COURT:** Okay. Who is Lisa Washington?

19 **MR. HUNTER:** She's a judgement courier, Your Honor,
20 a judgement courier to the mortgagor, Defendant
21 present.

22 **THE COURT:** Okay. Okay. That answers that.

23 Let me ask the client, may I ask your
24 client, does he recall when he made the last
25 payment on either of those mortgages?



1 **MR. WALTERS:** Your Honor, it was over 16 years ago,
2 so, when we were in the deposition, they were
3 tryin' to say, look, when were the payments
4 made? My client said, look, it's, it's over 16
5 years ago, I, I don't have the records, and I
6 can't definitively say I made these payments and
7 I made it on this specific date but ---

8 **THE COURT:** And I ask -- Mr. von Keller, may I ask
9 you, if somebody pays off the mortgage, don't
10 they get a copy of the note?

11 **MR. VON KELLER:** They -- yeah, I would certainly, I
12 would certainly think if I paid it off the ---

13 **MR. WALTERS:** No.

14 **MS. LACKEY:** Oh, they do.

15 **MR. VON KELLER:** --- I would get a satis- -- yeah, I
16 would get a copy of the note, yes, sir, I would
17 think.

18 **THE COURT:** You would?

19 **MR. WALTERS:** No, no. What happens is, is, if you
20 pay off the mortgage, the bank stops writing
21 you, and you get nothing. You hope that, that
22 they will do the satisfaction. If they don't do
23 the satisfaction, statutorily -- and you've seen
24 this, where, if you don't get the satisfaction,
25 you can get credible damages at -- because they



1 haven't produced it, but, as far as any other
2 correspondence with you after you pay off the
3 note, guess what you get? Absolutely nothing,
4 no more phone calls, you're not ---

5 **MR. VON KELLER:** Your Honor, I, I don't know the
6 answer to these questions.

7 **THE COURT:** Yeah, I ---

8 **MR. WALTERS:** And there's no obligation that they
9 contact you after they get all of their money.

10 **THE COURT:** All right. Some housekeeping before I,
11 before I rule ---

12 **MR. WALTERS:** And, and, Your Honor, I had one other
13 thing: What happened here was under 29-3-330,
14 that was the statute that was -- with regards to
15 the lost mortgage satisfaction, which existed at
16 that time, the statute was changed in 2014, so
17 we're under the old statute of 29-3-330.

18 **MR. VON KELLER:** And I -- you know, I, I'm struggling
19 with the argument that a party who, 11 years
20 ago, transferred their interest in a mortgage,
21 files a lost mortgage satisfaction, and that
22 they're -- we're even to -- having any
23 discussions about that.

24 **THE COURT:** Okay.

25 **MR. VON KELLER:** That is a, that is a document that



1 is invalid on its face as a matter of law.

2 **THE COURT:** All right.

3 **MR. WALTERS:** Your Honor, and I will state that that
4 party needs to be before the Court because of
5 their criminal ---

6 **MR. VON KELLER:** Well, we certainly have heard that.

7 **MR. WALTERS:** --- their criminal and civil penalties,
8 and they have been named, and we've asked to
9 alter or amend the document that was executed by
10 these individuals, and Counsel has failed to
11 produce them before the Court, and I believe
12 they're an interested party.

13 (Off the record side discussion.)

14 **THE COURT:** All right. Do you want, do you want to
15 mark your deposition? I asked you earlier.

16 **MR. VON KELLER:** Yes, sir. And I would mark the
17 exhibit, and that would be 26?

18 **COURT REPORTER:** Yes, sir.

19 **MR. VON KELLER:** 27.

20 **COURT REPORTER:** 27.

21 (Plaintiff's Exhibit Number 27 was marked for
22 identification purposes.)

23 **MR. VON KELLER:** And, Your Honor, may I mark the
24 deposition and exhibits as one, or you want them
25 to be two?



1 **THE COURT:** No. One is fine, one exhibit.

2 **MR. VON KELLER:** That'll be 27, Your Honor.

3 **THE COURT:** Uh-huh. All right.

4 Based on the evidence submitted today, I
5 find for the Plaintiff. The foreclosure sale
6 will take place on August 2023, you -- unless --
7 are you going to waive your deficiency, or you
8 don't know yet? Let me ---

9 **MR. VON KELLER:** At present, I don't have authority
10 to waive the deficiency.

11 **THE COURT:** If the deficiency debt is, is still in
12 demand, the sale won't be final until September.
13 All right. Thank you very much.

14 **MR. VON KELLER:** Thank you very much, Your Honor.

15 **MR. HUNTER:** Thank you, Your Honor.

16 **(There being no further questions, the hearing**
17 **concluded at 3:30 p.m.)**

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James Turner March 11, 2022
Wells Fargo Bank, NA Vs. Turner, James E. A/K/A James Turner, Sr. Et Al.

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1 between you and Emergent Mortgage for \$121,500. In your pleadings,
2 you have admitted this note, so I don't need to really ask you about
3 it, but do you remember getting this loan from Emergent Mortgage?

4 A. Well, I don't even remember who the name of the
5 mortgage company was. I remember getting a loan, and I remember
6 paying the loan. And I remember them recording the loan. And now
7 I'm in here today saying -- that they saying, I owe the money again.

8 Q. All right. We're gonna get to all that in just a
9 minute, but let's start -- let's talk about this note for just a
10 minute, Exhibit 5. Turn to the second page in Exhibit 5. That's
11 your signature on Exhibit 5, correct?

12 A. Well, maybe. Maybe it is, maybe it ain't 'cause that
13 ain't how I write right now, but, you know, if it is then that's
14 my signature.

15 Q. Well, you've admitted in your answer that you -- that
16 this is the note that you signed, but I just want you to look over
17 it now. Do you remember -- what was the purpose for this loan,
18 Mr. Turner?

19 A. The purpose of the loan was for the -- to finish the
20 materials probably that I had. I can't remember why I made
21 the loan.

22 Q. Right.

23 A. I made the loan.

24 Q. And you remember, you agreed to make monthly payments
25 starting December of 1996 in \$1,202.29. That was what you agreed

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1 to, correct?

2 A. That's right.

3 (Plaintiff's Exhibit 6, Mortgage, was premarked for
4 identification.)

5 BY MR. VON KELLER:

6 Q. All right. And go to the next document which is
7 Exhibit No. 6. This is a mortgage you gave Emergent to secure that
8 loan, correct?

9 A. This is mumbo-jumbo paperwork to me, but I -- you know,
10 I made a loan.

11 Q. Okay. And you gave them a mortgage; you know what a
12 mortgage is don't you, Mr. Turner?

13 A. I do indeed.

14 Q. You gave them a mortgage over 528 Koon Store Road to
15 secure the loan to Emergent. That's what -- the 121,000 we were
16 just talking about, correct?

17 A. Correct.

18 Q. So this is the mortgage that you granted over
19 that property?

20 A. Correct.

21 Q. Okay. And you understood when you signed this mortgage
22 that you were agreeing to make payments on this for 30 years; it was
23 a 30-year mortgage?

24 A. I paid it off before that.

25 Q. Okay. We'll get to that in a minute, but that's what



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1 into this mortgage with Greentree Financial Servicing Corporation?

2 A. This one --

3 Q. And I will tell you that you, in the answer, the pro se
4 answer that you filed, you admitted that you entered into this
5 mortgage. So if you will look on page 4, and confirm to me that
6 that is your signature.

7 A. It appears to be.

8 Q. Okay. Do you remember taking out this mortgage in
9 February 1997?

10 A. No, I don't remember it, but it was here.

11 Q. Okay. And if you will look on the -- if you will look
12 on Exhibit A. This was a second mortgage over tract 05, this tract
13 right here. (Demonstrating)

14 MR. VON KELLER: Did I skip over 13?

15 MS. LACKEY: It was the note.

16 (Plaintiff's Exhibit 13, Note, was premarked for identification.)

17 BY MR. VON KELLER:

18 Q. I'll tell you what, I think I might have missed one.

19 Let's go back to 13 for a minute. If I asked you this already, I'll
20 go back over it. Let's look at this note marked Exhibit 13 which
21 was for \$55,250; do you remember getting this loan, Mr. Turner,
22 in 1997?

23 A. I don't remember it.

24 Q. All right. Do you remember, you know, agreeing that
25 you were gonna pay 360 payments of \$568? And again, I will tell you.



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1 A. What other evidence do I need? Because this is a
2 document, legal document, showing that I paid and I paid it.
3 So what you-all trying to do is say that I didn't pay it. Why would
4 you-all do that?

5 Q. And I'm gonna explain that to you in just a minute, but
6 what I need to know from you is what -- if you're contending that
7 this document was done because you paid the loan in full, what other
8 evidence do you have?

9 Do you have any -- I've asked your attorney to provide me
10 with payment records from you; I've received nothing. Do you have
11 any payment records that show that you made all of the payments on
12 this loan?

13 A. I paid the people that I made the loan to, and it seems
14 like to me, we need to bring the people in here that I paid, and let
15 them speak and say where the record's at. And let's put that on
16 the table.

17 Q. Okay. Well, let's do this, answer my question if you
18 will first. Do you have any records that show that you paid loan
19 number one in full; canceled checks, any kind of records whatsoever
20 that would establish that?

21 A. It's been a long time ago.

22 Q. That's right. So, yes, or, no?

23 A. And I don't have, that I can remember, anything.

24 Q. Okay. To the -- so is it fair to say to the best of
25 your knowledge other than Exhibit 15, you have no records that would

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1 reflect that you paid loan number one off in full?

2 A. Like I said, I paid this in full. This is a legal,
3 binding document that shows that it is, so I don't see why we would
4 try to make it illegal and say it ain't.

5 Q. I'm gonna get to that in just a minute.

6 A. Okay. Well, let's get the people in here that I paid,
7 and then --

8 Q. What I need you to do, Mr. Turner, is I need you to
9 answer my questions, and then you can say whatever it is you want.

10 A. Okay.

11 Q. But my question to you is is do you have any records
12 other than Exhibit 15 that would show that you paid this loan off
13 in full?

14 A. How long would it take me to get that paper there?

15 Q. I don't understand. First of all, I'm asking you the
16 questions here, and you're not asking me.

17 A. All right.

18 Q. But I want you to answer my question, please. Do you
19 have any documents that show that you paid loan number one off
20 in full?

21 A. Not that I know of.

22 Q. Okay. All right.

23 A. Not saying that it's not, but I said, not that I
24 know of.

25 Q. Well, I served your client -- your attorney a long time



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1 14 years. And you have no other evidence to the contrary about
2 that; is that correct, Mr. Turner?

3 A. Not that I know of.

4 (Plaintiff's Exhibit 19, Affidavit, was premarked for
5 identification.)

6 BY MR. VON KELLER;

7 Q. The next exhibit in your stack is Exhibit No. 19.
8 Exhibit No. 19 is the payment history and affidavit of my client
9 that I attached to my motion for summary judgment. My client signed
10 a sworn affidavit, if you can see that on 19, on the second page,
11 and it basically said that there had been no payments -- let me --
12 excuse me, let me make sure I get this right -- that note number one
13 is past due since November 11, 2008, and note number two is past due
14 since December -- October 20, 2008, and they attached the
15 payment schedule.

16 (Plaintiff's Exhibit 20, Interrogatories, was premarked for
17 identification.)

18 BY MR. VON KELLER;

19 Q. Now, on August 20, 2021, I served your attorney with
20 interrogatories and requests for production which are marked as
21 Exhibit No. 20 in which I ask for payments that you've made on this
22 loan, and I've received nothing from you.

23 Do you -- as we sit here today, do you have any evidence
24 whatsoever that the affidavit in Exhibit No. 19 is incorrect; that
25 you have made payments on either one of these loans since 2008?

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1 A. I don't remember these dates, and I'm not committing
2 something I don't remember.

3 Q. That's not what I asked you. What I asked -- listen to
4 my question carefully. As we sit here today, do you have any
5 documents that will show that this payment history is incorrect, and
6 that you have made payments on these two loans since 2008?

7 A. Not that I know of.

8 Q. Okay. And you have testified under oath that you have
9 searched for records, and you're unable to find them; is
10 that correct?

11 A. That's correct.

12 Q. All right.

13 A. Don't mean they're not there. I said wasn't able to
14 find them.

15 Q. Your attorney, I'm sure, has told you that when you
16 were served with discovery requests, under our rules and procedure
17 that you are under a duty imposed by the court to comply with it and
18 to make a reasonable search for those -- to answer those questions
19 and to look for those documents.

20 A. I understand.

21 Q. Did you do that?

22 A. Yes, I did.

23 Q. And you're unable to provide me with any documents that
24 would show that that affidavit regarding your payments is inaccurate
25 or incorrect?

000257

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Wells Fargo Bank, National Association,
not in its individual or banking capacity,
but solely as Trustee on behalf of Green
Tree Mortgage Trust 2005-HE1,

Plaintiff,

-vs-

James E. Turner a/k/a James Turner, Sr.,
Cynthia McGriff, Cynthia Lakeitha
Turner, Mary Louise Turner, Willie
Henry, Emergent Mortgage Corporation,
Wells Fargo Bank, National Association
fka Wachovia Bank National
Association, Lisa Washington, South
Carolina Department of Employment and
Workforce, ADT Security Services, Inc.,
South Carolina Department of Social
Services, South Carolina Department of
Revenue, United States of America
acting by and through its agency the
Internal Revenue Service and Willie E.
Henry Jr. and Ukeba Henry as Personal
Representatives of the Estate of Willie E.
Henry Sr., Kenyon Henry and Akeem
Henry, and any other Heirs-at-Law or
Devises of Willie E. Henry 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

IN THE COURT OF COMMON PLEAS

CASE NO. 2018-CP-40-04044

PLAINTIFF'S FIRST SET OF
INTERROGATORIES

000258

(c) "Identify" or "identity" when used in reference to a claim or defense asserted by the parties to this case means to state the factual and legal basis for the claim or denial, and to identify any documents related to such claim or denial.

(d) "Describe" when used in referenced to a document means to state the following as each document:

- (a) The nature and content thereof;
- (b) the date thereof;
- (c) the name, present address and position of the author or signor thereof;
- (d) the name, address and position of the addressee, if any; and
- (e) the present location thereof and the name, present address and position of the person or persons having present custody thereof.

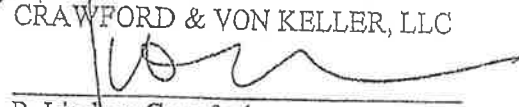
The above information shall be given in sufficient detail to enable a party or person to whom a subpoena or request for production is directed to identify fully the documents sought to be produced and to enable counsel for the Plaintiff to determine that such document, when produced, is in fact the document so described.

INTERROGATORIES

1. Set forth with specificity all payments made by Defendant or on Defendant's behalf since October 2008 on the promissory note dated November 6, 1996 between Defendant and Emergent Mortgage Corporation in the amount of \$121,500.00.
2. Set forth with specificity all payments made by Defendant or on Defendant's behalf since September 2008 on the promissory note dated February 12, 1997 between Defendant and Green Tree Financial Servicing Corporation in the amount of \$55,250

CRAWFORD & VON KELLER, LLC

BY:


B. Lindsay Crawford, III
Theodore von Keller, SC Bar No. 5718
B. Lindsay Crawford, IV



Instrument: 2007090408

Book/Page: R 1084 : 1234

Date/Time: 10/05/2007 13:10:00.130

Document: 01

LOST MORTGAGE SATISFACTION

The debt hereby secured is paid in full and the lien of this instrument is satisfied, being mortgage given by James Turner to Emergent Mortgage Corp in the amount of One Hundred Twenty One Thousand Five Hundred and No/100 (\$121,500.00) Dollars, dated December 19th 1996 and recorded in the Office of The Register of Menses Conveyance for Richland County on December 19th, 1996 in Mortgage Book M2058 At Page 0522, being the holder and owner thereof.

WITNESS its Hand this 5th day of Oct. 2007

IN PRESENT OF:

EMERGENT MORTGAGE CORP

CORPORATION

Daniel RobinsonBY: Carl Jackson

Witness

Officer

BY: _____

Notary Public

STATE OF SOUTH CAROLINA

COUNTY OF Richland CoPERSONALLY appeared Daniel Robinson and made oathThat she/he saw the within-named Carl Jackson by

its

sign purposes

Therein mentioned, and that she/he with _____

witnessed the execution thereof.

Notary Public Comm exp 8/15/2015Sworn to before me this OCT 5 day of 2007Tung Suddh

Notary Public for South Carolina (L.S.)

STATE OF SOUTH CAROLINA

COUNTY OF Richland Co

Book 1084-1234

2007090408 10/05/2007 13:10:00.130

Fee: \$5.00 County Tax: \$0.00

Lost Mortgage Satisfaction

State Tax: \$0.00

2007090408 Richard W. Rodden Richland County ROD

Columbia, South Carolina
August 2, 2021

Christopher B. Lusk
Post Office Box 4216
Columbia, South Carolina 29240
ATTORNEYS FOR PLAINTIFF

000261

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Wells Fargo Bank, National Association,
not in its individual or banking capacity,
but solely as Trustee on behalf of Green
Tree Mortgage Trust 2005-HE1,
Plaintiff,

-vs-

James E. Turner a/k/a James Turner, Sr.,
Cynthia McGriff, Cynthia Lakeitha
Turner, Mary Louise Turner, Willie
Henry, Emergent Mortgage Corporation,
Wells Fargo Bank, National Association
fka Wachovia Bank National
Association, Lisa Washington, South
Carolina Department of Employment and
Workforce, ADT Security Services, Inc.,
South Carolina Department of Social
Services, South Carolina Department of
Revenue, United States of America
acting by and through its agency the
Internal Revenue Service and Willie E.
Henry Jr. and Ukeba Henry as Personal
Representatives of the Estate of Willie E.
Henry Sr., Kenyon Henry and Akeem
Henry, and any other Heirs-at-Law or
Devises of Willie E. Henry 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

IN THE COURT OF COMMON PLEAS

CASE NO. 2018-CP-40-04044

PLAINTIFF'S FIRST SET OF REQUESTS
TO PRODUCE

designated as Richard Roe,

Defendant(s)

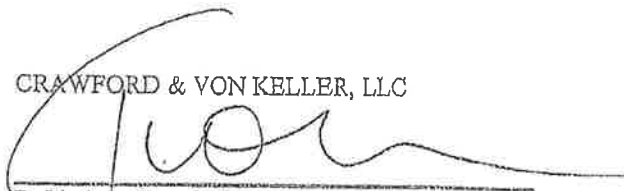
TO: GLENN WALTERS, SR., ATTORNEY FOR THE DEFENDANT;

The Plaintiff, hereby requests, pursuant to Rule 34 of SCRCP, that the Defendant produces the following documents:

1. Copies of all payments made by Defendant or on Defendant's behalf since October 2008 on the promissory note dated November 6, 1996 between Defendant and Emergent Mortgage Corporation in the amount of \$121,500.00.
2. Copies of all payments made by Defendant or on Defendant's behalf since September 2008 on the promissory note dated February 12, 1997 between Defendant and Green Tree Financial Servicing Corporation in the amount of \$55,250.00.

CRAWFORD & VON KELLER, LLC

BY:


B. Lindsay Crawford, III SC Bar No. 6510
Theodore von Keller SC Bar No. 5718
B. Lindsay Crawford, IV SC Bar No 101707
Christopher B. Lusk, SC Bar No. 103221
Post Office Box 4216
Columbia, South Carolina 29240
Telephone: (803) 790-2626
Attorneys for Plaintiff

Columbia, South Carolina
August 2, 2021

000263

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Wells Fargo Bank, National Association, not
in its individual or banking capacity, but
solely as Trustee on behalf of Green Tree
Mortgage Trust 2005-HE1,

Plaintiff,

-vs-

James E. Turner a/k/a James Turner, Sr.,
Cynthia McGriff, Cynthia Lakeitha Turner,
Mary Louise Turner, Willie Henry, Emergent
Mortgage Corporation, Wells Fargo Bank,
National Association fka Wachovia Bank
National Association, Lisa Washington,
South Carolina Department of Employment
and Workforce, ADT Security Services, Inc.,
South Carolina Department of Social
Services, South Carolina Department of
Revenue, United States of America acting by
and through its agency the Internal Revenue
Service and Willie E. Henry Jr. and Ukeba
Henry as Personal Representatives of the
Estate of Willie E. Henry Sr., Kenyon Henry
and Akeem Henry, and any other Heirs-at-
Law or Devisees of Willie E. Henry 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,

Defendant(s)

IN THE COURT OF COMMON PLEAS

CASE NO. 2018-CP-40-04044

CERTIFICATE OF SERVICE

000264

I, the undersigned, Tamra Davis, an employee of Crawford & von Keller, LLC, attorneys for the Plaintiff do hereby certify that I served a copy of Plaintiff's First Set of Interrogatories and Requests to Produce on August 2, 2021, to the below-listed counsel by personally depositing a copy of same in a United States Postal Service mailbox, postage pre-paid, addressed as follows:

Glenn Walters, Sr.
PO Box 1346
Orangeburg, SC 29116-1346



Tamra Davis

Columbia, South Carolina
August 2, 2021

Instrument: 2007000480

Book/Page: R 1364: 1236

Date/Time: 10/05/2007 19:19:00:130

Document: 01

PAGE 2

LOST MORTGAGE SATISFACTION

PERSONALLY appeared before me Carl Jackson who being duly sworn says
That said corporation is the bona fide owner and holder of the above mortgage and that the same has not
been assigned, hypothecated or otherwise disposed of, and that the same has been lost or destroyed and

After diligent search cannot be found.

SWORN TO before me this 5th OCT 2007 By: Tung Smith
Witness

Day of Aug 15, 2007 SCOMEXR

Tung Smith

Notary Public for South Carolina (L.S.)



Title documents not to scale

000266

Loan No: 11207
Borrower: JAMES H. TURNER

Date ID: 918

ASSIGNMENT OF
SECURITY INSTRUMENT

12058 P0522

Date:

Owner and Holder of Security Instrument ("Holder");
EMERGENCY MORTGAGE CORP, A Corporation, which is organized and existing under the laws of the State
of SOUTH CAROLINA

Assignee:
CAROLINA INVESTORS INC, which is organized and existing under the laws of the State of SOUTH
CAROLINA

Security Instrument is described as follows:

Date: November 6, 1996
Original Amount: \$ 121,500.00
Borrower: JAMES H. TURNER
Lender: EMERGENCY MORTGAGE CORP
Deed of Trust/Mortgage Recorded on: DECEMBER 19, 1996
as Instrument/Document No. 12058
in Book N 2058, Page 516
of Official Records in the County Recorder's or Clerk's Office of RICHLAND County, SOUTH CAROLINA

Property (including any improvements) subject to Lien:
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF



FILED
DEC 19 1996
REGISTER OF
DEEDS
RICHLAND COUNTY
SOUTH CAROLINA

DEC 19 1996

For value received, Holder sells, transfers, assigns, grants and conveys the Security Instrument and the Nolo described
herein, all of Holder's rights, title and interest in the Security Instrument and Nolo, and all of Holder's title and interest
in the Property in Assignee and Assignee's successors and assigns, forever.

When the context requires, singular nouns and pronouns include the plural.

IN WITNESS WHEREOF Holder has caused there presents to be signed by its duly authorized officer(s), if applicable,
and to be attested and sealed with the Seal of the Corporation, as may be required.

(Seal)
Kathy R. Buchanan
First Witness
Wilma Chappell
Second Witness

EMERGENCY MORTGAGE CORP
By: Emily A. Bradley, ACP
(Printed Name and Title)

State of
County of

Personally appeared before me, Kathy R. Buchanan, who being duly sworn says
that he/she saw Emily A. Bradley, of EMERGENCY MORTGAGE CORP, A Corporation, which is organized and existing under the laws of the State of SOUTH
CAROLINA, sign the above written instrument and that he/she, with Wilma Chappell,
witnessed the due execution and delivery thereof at the act and deed of said entity.

Kathy R. Buchanan
First Witness

Sworn to before me this 5th day of November, 1996.

Notary Public in and for
My commission expires: 10-16-2004

Chris C. Lewis, SC
Notary Public in and for
Chris C. Lewis
(Printed Name)

SOASSON

000267

Exhibit A

M2058 P0529

All that certain piece, parcel or lot of land, with any improvements thereon, containing two (2) acres, situate, lying and being on S.C. Road 8-61, approximately five (5) miles North of the City of Columbia, in the County of Richland, State of South Carolina, the same being shown on Plat prepared for James E. Turner by B.P. Barber & Associates, Inc., Engineers, dated March 1, 1983, and recorded in the Office of the RMC for Richland County in Plat Book "2" at page 4913, said property being described on said plat as follows: commencing at an iron on the right-of-way of S.C. Road 8-61 and running S 74-01-48 E for a distance of 66.48 feet to an iron, and continuing S 76-53-28 E for a distance of 83.62 feet to an iron, along the right-of-way of said S.C. Road 8-61, thence turning and running S 1-55-56 W for a distance of 583.47 feet along property of C.S.W. Co. to an iron, thence turning and running N 82-57-18 W for a distance of 146.71 feet along undesignated property to an iron, thence turning and running N 1-54-13 E for a distance of 608.71 feet along property of C.S.W. Co. to the point of commencement. Be all measurements a little more or less.

Derivation: Deed Book D645 at page 998 from C.S.W. Company to James E. Turner dated 3/11/83 and recorded 5/4/83 in the RMC Office for Richland County.

TMS: 12100-03-04

Property Address: 528 Koon Store Road, Columbia, SC 29203

ALSO:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being approximately five miles North of Columbia, South Carolina, in the County of Richland, State of South Carolina, and being shown as 1.00 acre on a plat prepared for C.S.W. Co. by B.P. Barber & Assoc., Inc., Engineers, dated October 7, 1982, said parcel of land being bounded and measuring as follows: Bounded on the North by the Highway right-of-way of South Carolina Road 8-61 wherein it measures 120.0' feet; on the East by lands of C.S.W. Co. wherein it measures 364.7' feet; on the South by lands of C.S.B. Co. wherein it measures 120.0' feet; and on the West by lands of C.S.B. Co. wherein it measures 364.7' feet. Be all measurements a little more or less.

Derivation: Deed Book Deed Book _____ at page _____ From United States of American to Cynthia Laketta Turner, Amended in Deed Book _____ at page _____ to James Turner; Deed Book D633 at page 42 from C.S.W. Co. to William E. Jackson and Sandra R. Jackson dated 1/3/83 and recorded 1/3/83 in the RMC Office for Richland County.

TMS: 12100-03-05

Property Address: 536 Koon Store Road, Columbia, SC 29203

000268



James Turner
Wells Fargo Bank, NA Vs. Turner, James E. A/K/A James Turner, Sr. Et Al, 2022

Page 50

1 A. I don't remember these dates, and I'm not committing
2 something I don't remember.

3 Q. That's not what I asked you. What I asked -- listen to
4 my question carefully. As we sit here today, do you have any
5 documents that will show that this payment history is incorrect, and
6 that you have made payments on these two loans since 2008?

7 A. Not that I know of.

8 Q. Okay. And you have testified under oath that you have
9 searched for records, and you're unable to find them; is
10 that correct?

11 A. That's correct.

12 Q. All right.

13 A. Don't mean they're not there. I said wasn't able to
14 find them.

15 Q. Your attorney, I'm sure, has told you that when you
16 were served with discovery requests, under our rules and procedure
17 that you are under a duty imposed by the court to comply with it and
18 to make a reasonable search for those -- to answer those questions
19 and to look for those documents.

20 A. I understand.

21 Q. Did you do that?

22 A. Yes, I did.

23 Q. And you're unable to provide me with any documents that
24 would show that that affidavit regarding your payments is inaccurate
25 or incorrect?

March 11, 2022

Page 51

1 A. That's what I said.

2 (Plaintiff's Exhibit 21, Administrative Order, was premarked for
3 identification.)

4 BY MR. VON KELLER:

5 Q. Okay. If you could look at Exhibit No. 21, please.
6 This was an administrative order passed by the South Carolina
7 Supreme Court during the pandemic, and you'll notice that in
8 paragraph 1, it requires a statement that the -- it requires a
9 statement about whether the loan is owned or secured and has a
10 guarantee by Fannie Mae or Freddie Mac.

11 (Plaintiff's Exhibit 22, Complaint, was premarked for
12 identification.)

13 BY MR. VON KELLER:

14 Q. Your -- in my -- in the motion for opposition, it was
15 contended that was not complied with. If you'll look at Exhibit 22,
16 please. You will see in paragraph 3 that that statement appears in
17 the pleadings that were filed on July 31, 2018. Do you have any
18 evidence that would suggest this administrative order marked as
19 Plaintiff's Exhibit No. 21 was not properly complied with by my
20 law firm?

21 A. I couldn't tell you.

22 Q. All right. So if you do not have any -- is it fair to
23 say you do not have any information that would show that this
24 administrative order was not complied with?

25 A. That's why I said I couldn't tell you.

James Turner
Wells Fargo Bank, NA Vs. Turner, James E. A/K/A James Turner, Sr. Et Al.

Page 59

1 CSW Company reflects that that is this tract that is given two
2 street numbers: 532 and 536 Koon Store Road and also bears tax map
3 No. 05.

4 So just so were clear on this, the first note and
5 mortgage -- excuse me, the first note was secured by mortgage over
6 these two tracts of land: 528 Koon Store Road, a 2-acre tract; and
7 532 and 536 Koon Store Road, a 1 acre tract represented by tax map
8 Nos. 04 and 05.

9 So the first mortgage covers this and this.

10 -- (Demonstrating) -- The second mortgage covers only 05.

11 A. So you're saying 120,000 covers this and this?

12 -- (Indicating) --

13 Q. Yes, sir. That's right. So where we were was, I was
14 asking -- so you -- you would admit that on note number two, you
15 have not -- you have no evidence that you had made any payments
16 since 2008, correct?

17 A. I can't say that that's the date.

18 Q. All right. But you -- no, that's not what I asked. I
19 didn't ask about the date. I asked you about records. You don't
20 have any records regarding that?

21 A. No.

22 Q. All right. Last thing I want to ask you --

23 A. Not that I know of.

24 Q. Right. Okay. The last thing I want to ask you is did
25 you have any involvement in the preparation of Exhibit 15?

Loan NO: 1
Borrower: JAMES E. TURNER

November 6, 1996

NOTE

COLUMBIA
[City]

528 KOON STORE ROAD
COLUMBIA, SOUTH CAROLINA 29203
[Property Address]

SOUTH



Turner

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 121,500.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is
EMERGENT MORTGAGE CORP.
I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 11.49%.
The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.
I will make my monthly payments on the eleventh day of each month beginning on December 11, 1996.
I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on November 11, 2026, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."
I will make my monthly payments at 121 GRACE DRIVE, BASLEY, SC 29640, or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,202.29.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.
I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of the payment. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Acceleration

If I am in default, the Note Holder may without notice or demand, unless otherwise required by applicable law, require me to pay immediately the full amount of principal that has not been paid and all the interest that I owe on that amount.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a written notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of notice of acceleration, presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

**WITHOUT RECOURSE
PAY TO THE ORDER OF**

EMERGENT MORTGAGE CORP.

**Green Tree Financial
Servicing Corporation**

By

**STEVEN R. KLEIN
SR. VICE PRESIDENT**

 (Seal)
JAMES E. TURNER —Borrower

.....(Seal)
—Borrower

.....(Seal)
—Borrower

.....(Seal)
—Borrower

[Sign Original Only]

Doc No. 64207
Mortgagee JAMES E. TURNER

96 DEC 19 AM 11:12

REGISTER OF
DEEDS CONVEYANCE
RICHLAND COUNTY, S.C.

Repled to: EMERGENCY MORTGAGE CORP. PARTLET
121 GRACE DRIVE
HASLET, SC 29440

(Space Above This Line For Recording Date)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the 6th day of November, 1996.
The mortgagor is JAMES E. TURNER

This Security Instrument is given to EMERGENCY MORTGAGE CORP., A CORPORATION, which is organized and existing under the laws of the State of SOUTH CAROLINA, and whose address is 208 GARVIN STREET, PICKENS, SC 29681 ("Borrower").

Borrower owes Lender the principal sum of ONE HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED and NO/100ths Dollars (U.S. \$ 121,500.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 11, 2026. The Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, due and payable under this Security Instrument and the Note; and (c) the performance of Borrower's obligations and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in RICHLAND County, South Carolina:

SUB-LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which has the address of 328 KOON STORU ROAD,
South Carolina 29101
(Parcel)

(Property Address) COLUMBIA,

To HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, 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."

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

This Security Instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

SOUTH CAROLINA - 6-9-96 - MORTGAGE

11/96 Page 1 of 6 Pages

M2058 P0517

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

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

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written order by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may attach prior to the Security Instrument as a lien on the Property; (b) yearly household payments or ground rents on the Property; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; if any; (e) yearly mortgage insurance premiums; if any; and (f) any sum payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Borrower Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's owner account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Borrower Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a Federal agency, automatically, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Borrower Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the owner account, or verifying the Borrower Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purposes for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Borrower Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 21, third, to interest due; fourth, to principal due; and last, in any late charges due under the Note.

4. **Charges, Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach prior to the Security Instrument, and household payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the lien by or defends against enforcement of the lien in legal proceedings which in the Lender's opinion are in the best interests of the Property; or (c) secures from the holder of the lien an agreement not to sue Lender or to sue Lender only in the event of a default by Borrower under this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach prior to the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. The insurance shall be maintained in the amount and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If, under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Maintenance and Protection of the Property.** Borrower's Loan Application, Loanhold, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 90 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property.

000275

M2050 P0519

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

15. **Governing Law Severability.** This Security Instrument shall 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.

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

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

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees of 15.00% of the sums due under the Note described above or the amount allowable under applicable state law; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note Changes of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substances or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

Non-Usurious Covenants. Borrower and Lender further covenant and agree as follows:

21. **Acceleration Remedies.** Following Borrower's breach of any covenant or agreement in this Security Instrument, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees of 15.00% of the sums due under the Note described above or the amount allowable under applicable state law and costs of this evidence, all of which shall be additional sums secured by this Security Instrument.

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 without charge to Borrower. Borrower shall pay any recordation costs.

23. **Waivers.** Borrower waives all rights of homestead exemption in the Property.

24. **Future Advances.** The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to one hundred fifty percent (150%) of the original principal amount of the Note plus interest thereon, attorney's fees of 15.00% of the sums due under the Note described above or the amount allowable under applicable state law and court costs.

Exhibit A

M2050 P0520

Pl 3

All that certain piece, parcel or lot of land, with any improvements thereon, containing two (2) acres, situate, lying and being on S.C. Road 8-61, approximately five (5) miles North of the City of Columbia, in the County of Richland, State of South Carolina, the same being shown on Plat prepared for James E. Turner by B.P. Barber & Associates, Inc., Engineers, dated March 1, 1983, and recorded in the Office of the RMC for Richland County in Plat Book "2" at page 4913, said property being described on said plat as follows: commencing at an iron on the right-of-way of S.C. Road 8-61 and running S 74°01'45" E for a distance of 66.40 feet to an iron, and continuing S 76°53'25" E for a distance of 83.52 feet to an iron, along the right-of-way of said S.C. Road 8-61, thence turning and running S 1°55'56" W for a distance of 589.07 feet along property of C.S.W. Co. to an iron, thence turning and running N 82°57'10" W for a distance of 146.71 feet along undesignated property to an iron, thence turning and running N 1°54'13" E for a distance of 600.71 feet along property of C.S.W. Co. to the point of commencement. Be all measurements a little more or less.

Derivation: Deed Book D648 at page 998 from C.S.W. Company to James E. Turner dated 1/11/83 and recorded 5/4/83 in the RMC Office for Richland County.

TMS: 12100-03-04.

Property Address: 528 Koon Stone Road, Columbia, SC 29203

ALSO:

Pl 4
Also
Paying

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being approximately five miles North of Columbia, South Carolina, in the County of Richland, State of South Carolina, and being shown as 1.00 acre on a plat prepared for C.S.W. Co. by B.P. Barber & Assoc., Inc., Engineers, dated October 7, 1982. Said parcel of land being bounded and measuring as follows: Bounded on the North by the highway right-of-way of South Carolina Road 8-61 whereon it measures 120.0' feet; on the East by lands of C.S.W. Co. whereon it measures 364.7' feet; on the South by lands of C.S.B. Co. whereon it measures 120.0' feet; and on the West by lands of C.S.B. Co. whereon it measures 364.7' feet. Be all measurements a little more or less.

Derivation: Deed Book Deed Book _____ at page _____ from United States of American to Cynthia Laketa Turner, Amended in Deed Book _____ at page _____ to James Turner; Deed Book D633 at page 42 from C.S.W. Co. to William E. Jackson and Sandra R. Jackson dated 1/3/83 and recorded 1/3/83 in the RMC Office for Richland County.

TMS: 12100-03-05

Property Address: 536 Koon Stone Road, Columbia, SC 29203

Mary Turner

BK 721/1219 4-14-03

000278

Loan No: 61207

M2058 P0524

Date ID: 958

28. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements 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))

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ 1-4 Family Rider |
| ☐ Graduated Payment Rider | ☐ Planned Unit Development Rider | ☐ Biweekly Payment Rider |
| ☐ Balloon Rider | ☐ Rate Improvement Rider | ☐ Second Home Rider |
| ☐ Other(s) (specify) | | |

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

Signed, sealed and delivered in the presence of

Susan R. Goodman First Witness as to the signature(s) below
Jeannie W. Hauge Second Witness as to the signature(s) below

James E. Turner (Seal)
 JAMES E. TURNER - Borrower

(Seal)
 - Borrower

(Seal)
 - Borrower

(Seal)
 - Borrower

(Space Below this Line For Acknowledgment)
 State of SOUTH CAROLINA
 County of Richland
 Personally appeared before me the undersigned who being duly sworn says
 that he/she is the above named JAMES E. TURNER
 sign, seal, and, at his act and deed, deliver the above written instrument and that he, with Susan R. Goodman
 witnessed the due execution thereof.

Sworn to before me this 04th day of Nov., 1996
Jeannie W. Hauge Notary Public

My commission expires 11/14/00
Susan R. Goodman Notary Public in and for SC
Susan R. Goodman (Printed Name)

PLAINTIFF'S
EXHIBIT
11GREENWORKSHEET
LOAN DETAIL - CORRESPONDENT

ACTUAL FUNDING DATE (for # of days to funding)

1/21/97

000280

NAME	PAYMENT AMOUNT	# OF PAYMENTS MADE	DATE OF NOTES 1ST PYMT	DUE DATE OF LAST PYMT	# OF DAYS TO FUNDING	360 ACCRUED INTEREST	DATE OF 1ST PYMT	GRACE DAYS	LATE CHARGE AMOUNT	APPRAISAL AMOUNT	CLTV	DIR	EXCEPTIONS
FERNANDERS	526.44	2		1/5/97	16	\$ 271.50	2/5/97	10	5%	66500	80%	37%	
GAVIN	1,409.63	2		1/8/97	13	\$ 471.19	2/8/97	10	5%	175000	75%	49%	
WHITE	501.60	1		12/11/96	41	\$ 666.17	1/11/97	10	5%	61000	80%	45%	
TURNER	1,202.29	2		1/11/97	10	\$ 387.54	2/11/97	10	5%	135000	90%	39%	
GRANT	827.74	1		12/14/96	38	\$ 995.01	1/14/97	10	5%	118000	80%	46%	
THOMPSON	237.18	2		1/14/97	7	\$ 41.72	2/14/97	10	5%	74000	30%	13%	
BLY	712.47	2		1/11/97	10	\$ 229.65	2/11/97	10	5%	90000	86%	40%	
BLY	225.73	2		1/11/97	10	\$ 59.40	2/11/97	10	\$ 11.29	90000	102%	40%	
WELLS	596.26	2		1/18/97	3	\$ 56.56	2/18/97	10	5%	85000	80%	46%	
HOOD	405.48	1		12/19/96	33	\$ 328.76	1/19/97	10	5%	50000	80%	26%	
PEYTON	548.41	2		1/19/97	2	\$ 34.94	2/19/97	10	5%	125000	48%	45%	
MOORE	555.7 248.48	1		12/19/96	33	\$ 588.33	1/19/97	10	12.00	55000	65%	36%	
MATTHEWS	248.00 873.45	1		12/20/96	32	\$ 240.25	1/20/97	10	5%	102000	90%	13%	
MARSH	537.69	1		12/15/96	37	\$ 623.92	1/15/97	10	5%	81000	80%	44%	
MARSH	175.84	2		1/15/97	6	\$ 31.81	2/15/97	10	8.79	81000	95%	44%	
PUCKETT	592.28	1		12/22/96	30	\$ 556.23	1/22/97	10	5%	72000	90%	43%	
TRUESDALE	464.29	1		12/25/96	27	\$ 409.09	1/25/97	10	5%	72000	40%	16%	
ROMAN	383.09	1		12/22/96	30	\$ 279.53	1/22/97	10	5%	40000	85%	27%	
HAYNESWORTH	347.37 486.11	1		12/25/96	27	\$ 298.35	1/25/97	10	5%	55000	80%	38%	
MIZE	486.10 230.18	1		1/1/97	20	\$ 255.63	2/2/97	10	5%	95700	95%	40%	

LOAN 2
012197ER.XLS
1/21/97

000281

GREENSBORO WORKSHEET
LOAN DETAIL - CORRESPONDENT

BRANCH GREENSBORO
ORIGINATOR STEVE PHILLIPS
BROKER EMERGENT MORTGAGE CORP
FUNDING DATE 1/21/97
WAREHOUSE

CUSTOMER NAME	LOAN #	ORIGINAL BALANCE	CURRENT BALANCE	MATURITY DATE	LOAN TERM AMORT PERIOD	BALLOON PERIOD	CONTRACT RATE	GNT REQ. YLD	BASIS POINTS %	PREMIUM/ (DISCOUNT) \$	MORT POS.	MORT TYPE	FIRST MORTGAGE BALANCE	GRADE	Income/ Employment Verification
FERNANDERS	20001420	53,200.00	53,165.74	11/5/26	360	360	11.49%	9.10%	6.83%	\$ 3,630.46	1			B	
GAVIN	20001421	131,250.00	130,613.42	11/8/11	180	180	9.99%	9.10%	2.54%	\$ 3,321.31	1			B	
WHITE	20001422	48,800.00	48,784.75	11/11/11	360	180	11.09%	9.10%	8.26%	\$ 4,028.23	1			B	
TURNER	20001423	121,500.00	121,421.77	11/11/26	360	360	11.49%	11.49%	0.00%	\$ -	1			B	
GRANT	20001424	94,400.00	94,358.14	11/14/26	360	360	9.99%	9.10%	2.54%	\$ 2,389.39	1			A-2	
THOMPSON	20001425	22,725.00	22,610.63	11/14/11	180	180	9.49%	9.10%	1.11%	\$ 251.95	1			A-2	
BLY	20001426	72,000.00	71,953.64	11/11/26	360	360	11.49%	9.10%	6.83%	\$ 4,913.41	1			B	
BLY	20001427	13,500.00	13,408.80	11/11/08	120	120	15.95%	9.10%	19.57%	\$ 2,623.90	2		72,000.00	A-1	
WELLS	20001428	66,000.00	67,939.43	11/18/11	360	180	9.99%	9.10%	2.54%	\$ 1,727.60	1			A-2	
HOOD	20001429	40,000.00	39,894.19	11/19/11	180	180	8.99%	9.10%	-0.31%	\$ (125.38)	1			A-1	
PEYTON	20001430	60,000.00	59,951.97	11/19/26	360	360	10.49%	9.10%	3.97%	\$ 2,380.95	1			A-2	
MOORE	20001431	58,400.00	58,400.00	11/19/11	360	180	10.99%		-5.00%	\$ (2,920.00)	1			C	
MATTEWS	20001432	16,926.00	16,903.05	11/20/11	180	180	15.99%	9.10%	18.69%	\$ 3,327.49	2		10,824.00	C	
MARSH	20001433	64,000.00	63,868.44	11/15/11	360	180	9.49%	9.10%	1.11%	\$ 712.79	1			A-1	
MARSH	20001434	12,000.00	11,967.10	11/15/11	180	180	15.95%	9.10%	19.57%	\$ 2,342.13	2		64,000.00	A-1	
PUCKETT	20001435	64,800.00	64,774.18	11/22/11	360	180	10.49%	9.10%	3.97%	\$ 2,572.46	1			B	
TRUESDALE	20001436	42,000.00	41,990.36	11/25/26	360	360	12.99%	9.10%	11.11%	\$ 4,666.93	1			C	
ROMAN	20001437	34,000.00	33,917.13	11/22/11	180	180	9.89%	9.10%	2.26%	\$ 765.56	1			B	
HAYNESWORTH	20001438	38,000.00	37,922.21	11/25/26	360	360	10.49%	9.10%	3.97%	\$ 1,506.85	1			A-2	
MIZE	20001439	44,000.00	43,898.52	12/1/11	180	180	10.49%	9.10%	3.97%	\$ 1,743.40	1			B	

LOAN 1
012187ER.XLS
1/21/97

South Carolina Secretary of State

Business Entities Online

File, Search, and Retrieve Documents Electronically



CONSECO FINANCE SERVICING CORP.

Corporate Information

Entity Type: Corporation

Status: Dissolved

Domestic/Foreign: Foreign

Incorporated State: Delaware

Important Dates

Effective Date: 05/09/1995

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: 07/23/2003

Registered Agent

Agent: C T CORPORATION SYSTEM

Address: 75 BEATTIE PLACE TWO INSIGNIA
FINANCIAL PLAZA
GREENVILLE, South Carolina 29601

Official Documents On File

Filing Type	Filing Date
Dissolution	07/18/2003
Amendment	11/04/1999
Authority	05/09/1995

Former Names

Name	Filing Date
GREEN TREE FINANCIAL SERVICING CORPORATION	N/A

For filing questions please contact us at 803-734-2158

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000282

ELECTRONICALLY FILED - 2023 May 30 2:24 PM - RICHLAND - COMMON PLEAS - CASE#2018CP4004044

EX-99.(T)(3)(A).2

PLAINTIFF'S
EXHIBIT

13

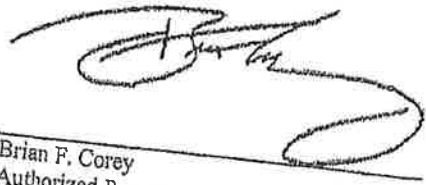
Page 10 of 23

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO
A LIMITED LIABILITY COMPANY
PURSUANT TO SECTION 266
OF THE DELAWARE GENERAL
CORPORATION LAW,

This Certificate of Conversion of CONSECO FINANCE SERVICING CORP., dated and effective as of June 9, 2003, is being duly executed and filed by the undersigned, as an authorized person, to convert a corporation to a limited liability company under the Delaware General Corporation Law (8 Del.C. § 266).

1. The name of the corporation is Conseco Finance Servicing Corp.
2. The original name of the corporation as set forth in its original Certificate of Incorporation is Green Tree Financial Servicing Corp.
3. The original Certificate of Incorporation of Conseco Finance Servicing Corp. was filed with the Secretary of State of the State of Delaware on December 5, 1994.
4. The name of the limited liability company into which Conseco Finance Servicing Corp. shall be converted is Green Tree Servicing LLC.
5. The conversion has been approved in accordance with the provisions of Section 266 of the Delaware General Corporation Law.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Conversion as of the date first above written.

By: 
Brian F. Corey
Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:34 PM 06/09/2003
FILED 01:34 PM 06/09/2003
SRV 030378201 - 2458190 FILE

000283

FILED - 2023 May 30 2:24 PM - RICHLAND - COMMON PLEAS - CASE#2018CP4004044



Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES;

"DYTECH MORTGAGE CORP", A CALIFORNIA CORPORATION,

"DT HOLDINGS LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "GREEN TREE SERVICING LLC" UNDER THE NAME OF

"GREEN TREE SERVICING LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTEENTH DAY OF AUGUST, A.D. 2015, AT 1:35 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF AUGUST, A.D. 2015, AT 12:05 O'CLOCK A.M.



2458190 8100M

151168309

You may verify this certificate online
at corp.delaware.gov/authvac.shtml

Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 2641973

DATE: 08-13-15

000284

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:35 PM 08/13/2015
FILED 01:35 PM 08/13/2015
SV 151168309 - 2456190 FILE

STATE OF DELAWARE CERTIFICATE OF MERGER

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned hereby executes the following Certificate of Merger:

FIRST: The surviving limited liability company is Green Tree Servicing LLC, a Delaware limited liability company, and the corporation and limited liability company being merged into this surviving limited liability company are:

DT Holdings LLC, a Delaware limited liability company, and
Ditech Mortgage Corp, a California corporation.

SECOND: The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations and limited liability companies pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act.

THIRD: The name of the surviving limited liability company is hereby amended to Ditech Financial LLC, a Delaware limited liability company (as such surviving entity, the "Surviving Limited Liability Company").

FOURTH: The mergers are to become effective as of 12:05 AM EDT on August 31, 2015.

FIFTH: The Agreement and Plan of Merger is on file at 3000 Bayport Drive, Suite 880, Tampa, FL 33607, the principal place of business of the Surviving Limited Liability Company.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the Surviving Limited Liability Company on request, without cost, to any stockholder or member of the constituent corporations or limited liability companies, as applicable.

[The remainder of page intentionally left blank.]

000285

IN WITNESS WHEREOF, said Surviving Limited Liability Company has caused this certificate to be signed by an authorized officer, the 4th day of August, 2015.

GREEN TREE SERVICING LLC

By: Wanda Lamb-Lindow

Name: Wanda Lamb-Lindow

Title: Assistant Secretary

000286

**PLAINTIFF'S
EXHIBIT**

tabbies

Book 2306-1330

2018036262 05/25/2018 13:19:44:033

Assignment of Mortgage

Fee: \$7.00

County Tax: \$0.00

State Tax: \$0.00



2018036262

John T. Hopkins II

Richland County R.O.D.

PREPARED BY: Anthony Nilson
WHEN RECORDED RETURN TO:
Ditech Financial LLC
Attention: Document Custody, T330
2100 E. Elliot Rd. Bldg 94
Tempe, AZ 85284

AFFIDAVIT OF LOST ASSIGNMENT

Loan:



STATE OF ARIZONA

COUNTY OF MARICOPA

BEFORE ME, The undersigned authority, personally appeared Edward Born, in his/her capacity as Authorized Officer for Ditech Financial LLC f/k/a Green Tree Servicing LLC, who is personally known to me and who, upon being duly sworn, do hereby state under oath that:

Edward Born

- I, Edward Born, as Assistant Vice President of Ditech Financial LLC f/k/a Green Tree Servicing LLC, ("Ditech"), am authorized to make this Affidavit in such capacity.
- Ditech Financial LLC f/k/a Green Tree Servicing LLC is servicing a loan evidenced by the following described promissory note (the "Note"):
 Loan No: 64207
 Borrower(s): James E. Turner
 Property Address: 528 Koon Store Road, Columbia, SC 29203
 PIN # 12100-03-04 and 12100-03-05
 Original Principal Amount: \$121,500.00
 The Loan is secured by a Mortgage or Deed of Trust dated November 6, 1996 made by James E. Turner as mortgagor(s), to Emergent Mortgage Corp. as filed in the offices of Richland County in M Book 2058, at Page 0516 as Instrument No. 162900.
- The original assignment of the Mortgage between Carolina Investors Inc. and Wells Fargo Bank, National Association, not in its individual or banking capacity, but solely as Trustee on behalf of the Green Tree Mortgage Loan Trust 2005-HE1 has been lost and/or was not recorded.
- Carolina Investors Inc. is no longer in business and a replacement assignment is therefore unavailable.
- Ditech Financial LLC f/k/a Green Tree Servicing LLC agrees and acknowledges that this Affidavit may be presented as evidence of the thereto or otherwise, and hereby authorizes such use of this Affidavit.

000287

6. Assignment of Mortgage whether in any proceeding or action with respect to the representations, warranties and agreements herein shall bind Ditech Financial LLC f/k/a Green Tree Servicing LLC and its successors and assigns, and shall inure to the benefit of the Owner and their respective successors and assigns.

EXECUTED THIS: MAY 15 2018

Ditech Financial LLC f/k/a Green Tree Servicing LLC

Edward Born
Name: Edward Born

Title: Assistant Vice President

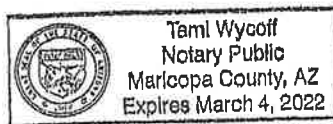
Delila Yazzie
Witness: Delila Yazzie

Diana Luardo
Witness: Diana Luardo

COUNTY OF Maricopa
STATE OF Arizona

On MAY 15 2018 before me, a Notary Public in and for said State, personally appeared Edward Born, a/an Assistant Vice President of Ditech Financial LLC f/k/a Green Tree Servicing LLC, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in his/her authorized capacity, and that by his/her 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.



Tamil Wycoff
Notary Public;
My commission expires: 3-4-2022

Loan:



000288

Loan Number: 6700204040/88047627

LOST NOTE AFFIDAVIT

This Affidavit is made as of 10/6/2009, by Green Tree Servicing LLO fka Green Tree Financial Servicing Corporation having an address at 7360 South Kyrene Road, Tempe, AZ 85283, Holder in favor of:

_____, Purchaser,

WHEREAS, James E. Turner, executed a certain Promissory Note dated November 8, 1996 in the original principal amount of \$121,500.00 in favor of Emergent Mortgage Corp.

WHEREAS, the Original Note has been misplaced by Holder and the same cannot be located despite diligent search attempts; and

WHEREAS, the Original Note has been sold by Holder to Purchaser pursuant to that certain Asset Purchase and Sale Agreement by and between Holder and Purchaser.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Holder hereby agrees as follows:

1. Holder represents and warrants that the Original Note has not been transferred, assigned, pledged, endorsed, negotiated, or otherwise hypothecated to any party and Holder further covenants to Purchaser that in no event will Holder transfer, assign, pledge, endorse, negotiate, or otherwise hypothecate the Original Note to any other party.
2. In the event the Original Note is found or otherwise comes into Holder's possession, then Holder shall promptly deliver the same to Purchaser.
3. In the event Holder violates any of the foregoing representations, warranties, covenants, or agreements or in the event that Purchaser suffers any loss or liability resulting from the failure of Holder to deliver the Original Note to Purchaser, then Holder shall indemnify and hold Purchaser harmless from and against any and all demands, actions, causes of action, suits, controversies, claims, losses, liabilities, costs, and expenses (including, without limitation, reasonable attorney's fees and costs) which may be suffered or incurred by Purchaser as a result of such breach or failure to deliver the Original Note.

This Agreement is executed as of the date first above written, shall inure to the benefit of and shall be binding upon, as applicable, the successors, transferees and assigns of the parties hereto.

By: Robin D. Bryant

Robin D. Bryant, Authorized Agent

Green Tree Servicing LLC fka Green Tree Financial Servicing Corporation

ACKNOWLEDGMENT

State of Arizona

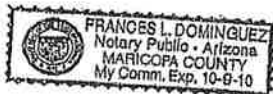
) ss

County of Maricopa

On 10/6/2009 before me, the undersigned, Notary Public, personally appeared, Robin D. Bryant, Authorized Agent, 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 that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Notary Seal)



Frances L. Dominguez

Notary Public

My commission Expires: 10/9/10

PLAINTIFF'S
EXHIBIT

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ELECTRONICALLY FILED - 2023 May

RICHLAND - COMMON PLEAS - CASE#2018CP4004044

000289

Loan No: 1
Borrower: JAMES E. TURNER

Data ID: 958

November 6, 1996

NOTE

COLUMBIA
(City)

SOUTH CAROLINA
(State)

528 KOON STORE ROAD
COLUMBIA, SOUTH CAROLINA 29203
(Property Address)

PLAINTIFF'S
EXHIBIT

17

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 121,500.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is
EMERGENT MORTGAGE CORP.,

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 11.49%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the eleventh day of each month beginning on December 11, 1996.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on November 11, 2026, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 121 GRACE DRIVE, BASLEY, SC 29640, or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,202.29.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of the payment. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Acceleration

If I am in default, the Note Holder may without notice or demand, unless otherwise required by applicable law, require me to pay immediately the full amount of principal that has not been paid and all the interest that I owe on that amount.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a written notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

FILED - 2023 May 30 2:24 PM - RICHLAND - COMMON PLEAS - CASE#2018CP4004044

000290

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of notice of acceleration, presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

**WITHOUT RECOURSE
PAY TO THE ORDER OF**

EMERGENT MORTGAGE CORP.

**Green Tree Financial
Servicing Corporation**

By

**STEVEN R. KLEIN
SR. VICE PRESIDENT**

.....(Seal)
JAMES E. TURNER —Borrower

.....(Seal)
—Borrower

.....(Seal)
—Borrower

.....(Seal)
—Borrower

[Sign Original Only]

000291

ALLONGE TO NOTE



RE: 6700204040

JAMES TURNER

PAY TO THE ORDER OF:

, its successors and/or assigns

WITHOUT RECOURSE

Green Tree Servicing LLC FKA Conseco Finance Servicing Corp. FKA Green Tree Financial Servicing Corporation

A handwritten signature in black ink, appearing to read "Susan Pece", written over a horizontal line.

Susan Pece

AUTHORIZED AGENT Green Tree Servicing LLC FKA Conseco Finance Servicing Corp. FKA Green Tree Financial Servicing Corporation



P4004044

000292

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Wells Fargo Bank, National Association,
not in its individual or banking capacity, but
solely as Trustee on behalf of the Green
Tree Mortgage Loan Trust 2005-HE1

Plaintiff

-vs-

James E. Turner a/k/a James Turner, Sr.,
Cynthia McGriff, Cynthia Lakeitha Turner,
Mary Louise Turner, Willie Henry,
Emergent Mortgage Corporation, Wells
Fargo Bank, National Association fka
Wachovia Bank National Association, Lisa
Washington, South Carolina Department of
Employment and Workforce, ADT Security
Services, Inc., South Carolina Department
of Social Services, South Carolina
Department of Revenue, United States of
America acting by and through its agency
the Internal Revenue Service and Willie E.
Henry Jr. and Ukeba Henry as Personal
Representatives of the Estate of Willie E.
Henry Sr., Kenyon Henry and Akeem
Henry, and any other Heirs-at-Law or
Devises of Willie E. Henry 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,

Defendant(s)

3523.0179 Note/Mtg 1

5223

I, Steven Reeves, being over the age of eighteen years and
understanding the obligations of an oath, hereby depose and say:

1. I am employed as a(n) Litigation Specialist by NewRez LLC dba Shellpoint Mortgage Servicing
("Shellpoint"), a mortgage loan servicer and attorney in fact for Wells Fargo Bank, National Association, not in its
individual or banking capacity, but solely as Trustee on behalf of the Green Tree Mortgage Loan Trust 2005-HE1.
AOD - 528 Koon Store Rd. and 536 Koon Store Rd., Columbia, SC 29203 - Note/Mtg 1 0579935223

IN THE COURT OF COMMON PLEAS

CASE NO. 2018-CP-40-04044

AFFIDAVIT OF VERIFIED STATEMENT
OF ACCOUNT

PLAINTIFF'S
EXHIBIT

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FILED - 2023 May 30 2:24 PM - RICHLAND - COMMON PLEAS - CASE#2018CP4004044

000293

Wells Fargo Bank, National Association, not in its individual or banking capacity, but solely as Trustee
on behalf of the Green Tree Mortgage Loan Trust 2005-HElv. James E. Turner
Plaintiffs Affidavit
Note/Mtg 1 0579935223

By reason of the foregoing, I am authorized to make this affidavit and have personal knowledge of the facts set forth herein.

2. NewRez LLC dba Shellpoint Mortgage Servicing is a limited liability company. In the regular performance of my job functions, I have access to and am familiar with the business records relating to the servicing of the mortgage loan at issue in this action. Shellpoint keeps certain business records pertaining to acts, events, conditions, or diagnoses regarding and pertaining to the mortgage loan accounts services. Those business records are made and kept in the regular course of Shellpoint's business activity. Records of such acts, events, conditions, or diagnoses are made at or near the time by or from information transmitted by a person with knowledge.
3. This is an action to foreclose a mortgage securing a debt owed by James E. Turner which is evidenced by a promissory note dated November 6, 1996 in the original principal amount of \$121,500.00 (the "Loan"), which is serviced by Shellpoint. The Plaintiff has the right to foreclose the Loan.
4. I have access to Shellpoint's business records of the amounts due on the Loan. I am personally familiar with the indebtedness owed on the Loan from my review of the business records maintained by Shellpoint regarding the Loan. 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 James E. Turner defaulted on the Loan, the default has not been cured, and the amount stated on the attached business record is owed on the Loan.
5. As of May 11, 2023, the following amounts are due and owing on the Loan:

Unpaid Principal Balance	\$108,986.26
Deferred Principal	\$20,086.85
Interest from October 11, 2008, to May 11, 2023 at 11.49000% per annum	\$139,114.47
Late Charges	\$6,990.31
Escrow	\$16,267.45
Corporate Advances	\$42,936.82
Insurance	\$18,646.86

Total Debt secured by note and mortgage, including interest to date: \$353,029.02

Wells Fargo Bank, National Association, not in its individual or banking capacity, but solely as Trustee
on behalf of the Green Tree Mortgage Loan Trust 2005-HE1 v. James E. Turner

Plaintiff's Affidavit
Note/Mtg 1 0579935223

These itemized amounts may not include all fees, expenses, and sums currently due and owing under the Loan, but the decision to omit such items does not indicate that such fees, expenses, and sums were not properly due and owing at the time of any prior communications to the obligors on the Loan.

.8/2 Interest will continue to accrue after May 11, 2023 as set forth in the security instrument(s).

NewRez LLC dba Shellpoint Mortgage Servicing
servicer as for Wells Fargo Bank, National Association, not in its
individual or banking capacity, but solely as Trustee on behalf of
the Green Tree Mortgage Loan Trust 2005-HE1

 5/9/23

By Steven Reeves

Its Litigation Specialist

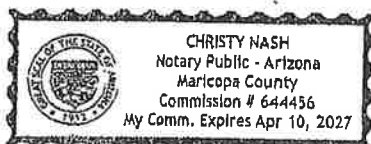
Wells Fargo Bank, National Association, not in its individual or banking capacity, but solely as Trustee
on behalf of the Green Tree Mortgage Loan Trust 2005-HE1 v. James E. Turner
Plaintiffs Affidavit
Note/Mtg 1 0579935223

STATE OF Arizona)

COUNTY OF Maricopa)

The foregoing instrument was subscribed and sworn to (or affirmed) before me this 9th day of
May, 2023, by Steven Reeves (name of affiant) as
a Litigation Specialist (authority) for NewRez LLC dba Shellpoint Mortgage
Servicing, servicer as for Wells Fargo Bank, National Association, not in its individual or banking capacity, but
solely as Trustee on behalf of the Green Tree Mortgage Loan Trust 2005-HE1. Said person is personally known
to me or produced sufficient identification in the form of NA (type of
identification produced).

{Insert Notary Seal}



Christy Nash
Print Name: Christy Nash
Notary Public for State of Arizona
My Commission Expires: 4/10/27



A DIVISION OF NEWREZ

MONDAY - FRIDAY: 8AM - 8PM ET
SATURDAY: 10AM - 2PM ET

PHONE NUMBER: (800) 365-7107

FAX NUMBER: (866) 467-1187

E-MAIL: LOANSERVICING@SHELLPOINTMTG.COM

April 12, 2023

TURNER, JAMES
528 KOON STORE RD

COLUMBIA, SC 29203

Payoff figures have been requested on the loan for the borrower and property described below.

Loan ID: 5223
JAMES TURNER
528 KOONSTORE RD
COLUMBIA, SC 29203
Loan Type: Conventional

When remitting funds, please use our loan number to ensure proper posting and provide us with the borrower's forwarding address. Funds received in this office after 3:00 pm Eastern Time will be processed on the next business day, with interest charged to that date.

This payoff quote is effective 5/11/2023 and is good through 5/11/2023. Any transactions that occur on or after the effective date may change the payoff amount.

Projected Payoff Date	5/11/2023
Principal Balance	\$108,986.26
Interest To 5/11/2023	\$139,114.47
Fees	\$68,573.99
Prepayment Penalty	\$0.00
Release Fees	\$10.00
Funds owed by borrower	\$16,399.10
Funds owed to borrower	\$0.00
Deferred Principal	\$20,086.85

Total Payoff	\$353,170.67
Per diem	\$34.31

The next payment due date is 11/11/2023. Payments are made by Billing on a Monthly basis. The interest rate for this payment is 11.49000% and the P & I payment is 1,202.29. The taxes are next due 12/31/2023.

PLEASE CALL THE NUMBER LISTED ON THIS FORM TO UPDATE FIGURES PRIOR TO REMITTING FUNDS AS THEY ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Mailing Address

Shellpoint Mortgage Servicing
75 Beattie Place
Suite LL202
Greenville, SC 29601



A DIVISION OF NEWTRIZ

MONDAY - FRIDAY: 8AM - 9PM ET
SATURDAY: 10AM - 2PM ET

PHONE NUMBER: (800) 365-7107

FAX NUMBER: (866) 467-1187

E-MAIL: LOANSERVICING@SHELLPOINTMTG.COM

Wiring Instructions - * You must include the "Reference" information listed below if wiring funds *

Bank Name: CITI Bank
ABA Number: 021000089
Account Number: 31354717
Account Name: Shellpoint Mortgage Servicing
Reference: 0579935223 /

"BEWARE OF SCAMS - WE WILL NEVER ASK YOU TO USE DIFFERENT WIRING INSTRUCTIONS
- IF YOU RECEIVE ANY REQUEST TO USE INSTRUCTIONS DIFFERENT THAN THESE PLEASE
CALL THE TELEPHONE NUMBER LISTED AT THE TOP THIS FORM TO CONFIRM NEXT STEPS."

JAMES TURNER - Loan ID / 35223

FEE DETAILS

<u>Description</u>	<u>Amount</u>
Late Charge Payment	\$6,990.31
Property Inspection	\$771.00
Attorney Cost	\$8,683.25
Skip Locate Cost	\$10.00
Forced Place Ins	\$18,646.86
FC Costs	\$1,500.00
Lien Release Cost	\$12,688.90
Attorney Cost	\$537.50
FC Costs	\$16,893.87
Filing Cost	\$248.86
Add'l Hearings	\$731.70
Prior Servicer Cost	\$840.00
Default Related Cost	\$31.74
	\$68,573.99

shellpoint

A DIVISION OF NEWTECH

MONDAY - FRIDAY: 8AM - 9PM ET
SATURDAY: 10AM - 2PM ET

PHONE NUMBER: (800) 365-7107

FAX NUMBER: (866) 467-1187

E-MAIL: LOANSERVICING@SHELLPOINTMTG.COM

FUNDS OWED BY BORROWER DETAILS

<u>Description</u>	<u>Amount</u>
Escrow Only Payment	\$16,267.45
Lender Placed Hazard Due	\$131.65
	\$16,399.10



NOTE

February 12, 1997 (Date)
COLUMBIA (City)
526 KOCY STORE RD. COLUMBIA, RICHLAND, SC 29203 (Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 55250.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Green Tree Financial Servicing Corporation, 332 Minnesota Street, Saint Paul, MN 55101. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 12.000%. Interest will be charged beginning on February 18, 1997. The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 5(B) of this Note.

3. PAYMENTS

(A) Scheduled Payments

I will pay principal and interest by making payments when scheduled:
☒ I will make 360 payments of \$ 568.31 of each month beginning on March 20, 1997.

☐ I will make payments as follows:

☐ In addition to the payments described above, I will pay a "balloon payment" of \$ on the balloon payment is due. This notice will state the balloon payment amount and the date that it is due.

(B) Maturity Date and Place of Payments

I will make these payments as scheduled until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My scheduled payments will be applied to interest before principal. If, on February 20, 2027, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my scheduled payments at Green Tree Mortgage Services Corporation, P.O. Box 6150, Rapid City, SD 57702 or at a different place if required by the Note Holder.

4. BORROWER'S RIGHT TO PREPAY AND PREPAYMENT PENALTY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so. ☐ I will pay a prepayment penalty of

The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any amount already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any scheduled payment by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each scheduled payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(B) on page 1 of this Note or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. SECURED NOTE

In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

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

11. BALLOON PAYMENT DISCLOSURE

[Complete the balloon payment notice below if this Note provides for a balloon payment at Section 3(A) on page 1 of this Note.]

THIS LOAN IS PAYABLE IN FULL

ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE, WHICH MAY BE A LARGE PAYMENT. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. I WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT I MAY OWN, OR I WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER I HAVE THIS LOAN WITH, WILLING TO LEND ME THE MONEY. IF I REFINANCE THIS LOAN AT MATURITY, I MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF I OBTAIN REFINANCING FROM THE SAME LENDER.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


JAMES TURNER

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

[Sign Original Only]

000301



A DIVISION OF newrez

MONDAY - FRIDAY: 8AM - 9PM ET
SATURDAY: 10AM - 2PM ET

PHONE NUMBER: (800) 365-7107

FAX NUMBER: (866) 467-1187

E-MAIL: LOANSERVICING@SHELLPOINTMTG.COM

Wiring Instructions - * You must include the "Reference" information listed below if wiring funds *

Bank Name: CITI Bank
ABA Number: 021000089
Account Number: 31354717
Account Name: Shellpoint Mortgage Servicing
Reference: 0579935228 /

"BEWARE OF SCAMS - WE WILL NEVER ASK YOU TO USE DIFFERENT WIRING INSTRUCTIONS
- IF YOU RECEIVE ANY REQUEST TO USE INSTRUCTIONS DIFFERENT THAN THESE PLEASE
CALL THE TELEPHONE NUMBER LISTED AT THE TOP THIS FORM TO CONFIRM NEXT STEPS ."

JAMES TURNER - Loan ID # 5228

FEE DETAILS

<u>Description</u>	<u>Amount</u>
Late Charge Payment	\$2,437.32
BPO/Apral Cost	\$110.00
Property Inspection	\$575.00
Skip Locate Cost	\$27.81
FC Costs	\$17,851.65
Filing Cost	\$90.16
Postponement Fee	\$705.00
Prior Servicer Cost	\$700.00
Default Related Cost	\$1,500.00
	\$23,996.94

FUNDS OWED BY BORROWER DETAILS

<u>Description</u>	<u>Amount</u>
Escrow Only Payment	\$22,112.68
Lender Placed Hazard Due	\$183.60
	\$22,296.28



MONDAY - FRIDAY: 8AM - 9PM ET
SATURDAY: 10AM - 2PM ET

PHONE NUMBER: (800) 365-7107

FAX NUMBER: (866) 467-1187

E-MAIL: LOANSERVICING@SHELLPOINTMTG.COM

Payoff Policy Details:

1. When remitting funds, please use our loan number to ensure proper posting and provide us with the borrower's forwarding address .
2. We only accept funds on business days, which are Monday through Friday . Any funds received will be posted with the date received .
3. Continue making your monthly payments until you send us the amount needed to pay off your mortgage to avoid late charges or adverse credit reporting .
 - a. If you currently have your monthly payment set up on automatic withdrawal (ACH), or have any pending payments set up, drafting will continue until the loan is paid in full, at which time future drafts will automatically be cancelled .
4. If you are due for a refund, that refund will be issued by check on day 20 after the date the loan is paid in full .
 - a. Any refunds will be sent to the mailing address we have on record for this account . If your mailing address is changing, you must contact us to provide a new address .
5. The payoff total quoted above is valid through the stated good through date . Any transactions that occur on or after the issue date of this payoff statement may change the total payoff amount .
6. The payoff amount is subject to our final verification once we receive the payoff funds . We reserve the right, except where prohibited, to correct any portion of this statement at any time .
7. If the amount we receive is insufficient to pay off this loan, we may use funds in the escrow balance to cover the short payoff .
 - a. If the escrow balance is insufficient to pay off the total amount owed, we will attempt to contact you or the issuing agent. If we are unable reach you or the issuing agent, we will return the payoff funds and you will need to request a new quote .
8. We will pay all escrowed items, including hazard and flood insurance and taxes, from your escrow account as normally scheduled up to the date we receive the payoff funds .
 - a. You or your closing agent (if applicable) will need to request a refund from the appropriate tax authority or insurance company for any duplicate tax or insurance payments .
 - b. Any existing lender-placed property insurance premium will be cancelled upon account payoff, and any related unearned premiums will be refunded .
9. Once the loan is paid in full, the appropriate security instrument will be released as follows :
 - a. Real Property: a Release is recorded with your county and a copy will be sent to you once returned from the county, usually within 30-90 days, dependent upon state/county processing times .
 - b. Personal Property: a Title Lien Cancellation or UCC3 Termination will be sent to the mailing address we have on record for this account within 30-90 days .



A DIVISION OF newrez

MONDAY - FRIDAY: 8AM - 9PM ET
SATURDAY: 10AM - 2PM ET

PHONE NUMBER: (800) 365-7107

FAX NUMBER: (866) 467-1187

E-MAIL: LOANSERVICING@SHELLPOINTMTG.COM

April 10, 2023

TURNER, JAMES
528 KOON STORE RD

COLUMBIA, SC 29203

Payoff figures have been requested on the loan for the borrower and property described below.

Loan ID: J228
JAMES TURNER
528 KOON STORE RD
COLUMBIA, SC 29203
Loan Type: Conventional

When remitting funds, please use our loan number to ensure proper posting and provide us with the borrower's forwarding address. Funds received in this office after 3:00 pm Eastern Time will be processed on the next business day, with interest charged to that date.

This payoff quote is effective 5/11/2023 and is good through 5/11/2023. Any transactions that occur on or after the effective date may change the payoff amount.

Projected Payoff Date	5/11/2023
Principal Balance	\$50,091.71
Interest To 5/11/2023	\$67,874.28
Fees	\$23,996.94
Prepayment Penalty	\$0.00
Release Fees	\$10.00
Funds owed by borrower	\$22,296.28
Funds owed to borrower	\$0.00
Deferred Principal	\$8,195.15
Total Payoff	\$172,464.36
Per diem	\$6.04

The next payment due date is 10/20/2023. Payments are made by Billing on a Monthly basis. The Interest rate for this payment is 12.00000% and the P & I payment is 568.31. The taxes are next due 12/31/2023.

PLEASE CALL THE NUMBER LISTED ON THIS FORM TO UPDATE FIGURES PRIOR TO REMITTING FUNDS AS THEY ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Mailing Address

Shellpoint Mortgage Servicing
75 Beattle Place
Suite LL202
Greenville, SC 29601

000316

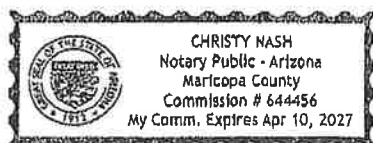
Wells Fargo Bank, National Association, not in its individual or banking capacity, but solely as Trustee on behalf of Green Tree Mortgage Trust 2005-HE1
v. James B. Turner a/k/a James Turner, Sr., et al,
2018-CP-40-04044
Plaintiff Affidavit
Note/Mtg 2 0579935228

STATE OF Arizona

COUNTY OF Maricopa

The foregoing instrument was subscribed and sworn to (or affirmed) before me this 9th day of
May, 2023, by Steven Reeves (name of affiant) as
a Litigation Specialist (authority) for NewRez LLC dba Shellpoint Mortgage
Servicing as servicer for Wells Fargo Bank, National Association, not in its individual or banking capacity, but
solely as Trustee on behalf of the Green Tree Mortgage Loan Trust 2005-HE1. Said person is personally known to
me or produced sufficient identification in the form of NA (type of
identification produced).

{Insert Notary Seal}



Christy Nash
Print Name: Christy Nash
Notary Public for State of Arizona
My Commission Expires: 4/10/27

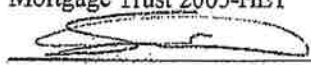
Wells Fargo Bank, National Association, not in its individual or banking capacity, but solely as Trustee on behalf of Green Tree Mortgage Trust 2005-HE1
v. James E. Turner a/k/a James Turner, Sr., et al.
2018-CP-40-04044
Plaintiff Affidavit
Note/Mtg 2 0579935228

Total Debt secured by note and mortgage, including interest to date: \$172,270.76

These itemized amounts may not include all fees, expenses, and sums currently due and owing under the Loan, but the decision to omit such items does not indicate that such fees, expenses, and sums were not properly due and owing at the time of any prior communications to the obligors on the Loan.

6. Interest will continue to accrue after May 11, 2018 as set forth in the security instrument(s).

NewRez LLC dba Shellpoint Mortgage Servicing, as servicer for Wells Fargo Bank, National Association, not in its individual or banking capacity, but solely as Trustee on behalf of Green Tree Mortgage Trust 2005-HE1

 5/9/23
By Steven Reeves

Its Litigation Specialist

Wells Fargo Bank, National Association, not in its individual or banking capacity, but solely as Trustee on behalf of Green Tree Mortgage Trust 2005-HE1
 v. James E. Turner a/k/a James Turner, Sr., et al.
 2018-CP-40-04044
 Plaintiff Affidavit
 Note/Mtg 2 0579935228

By reason of the foregoing. By reason of the foregoing, I am authorized to make this affidavit and have personal knowledge of the facts set forth herein.

2. NewRez LLC dba Shellpoint Mortgage Servicing is a limited liability company. In the regular performance of my job functions, I have access to and am familiar with the business records relating to the servicing of the mortgage loan at issue in this action. Shellpoint keeps certain business records pertaining to acts, events, conditions, or diagnoses regarding and pertaining to the mortgage loan accounts services. Those business records are made and kept in the regular course of Shellpoint's business activity. Records of such acts, events, conditions, or diagnoses are made at or near the time by or from information transmitted by a person with knowledge.
3. This is an action to foreclose a mortgage securing a debt owed by James E. Turner which is evidenced by a promissory note dated 2/12/1997 in the original principal amount of \$55,250.00 (the "Loan"), which is serviced by Shellpoint. The Plaintiff has the right to foreclose the Loan.
4. I have access to Shellpoint's business records of the amounts due on the Loan. I am personally familiar with the indebtedness owed on the Loan from my review of the business records maintained by Shellpoint regarding the Loan. 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 James E. Turner defaulted on the Loan, the default has not been cured, and the amount stated on the attached business record is owed on the Loan.
5. As of May 11, 2018, the following amounts are due and owing on the Loan:

Unpaid Principal Balance	\$50,091.71
Deferred Principal	\$8,195.15
Interest from September 20, 2008, to May 11, 2023 at 12.000% per annum	\$67,874.28
Late Charges	\$2,437.32
Escrow	\$22,112.68
Corporate Advances	\$21,559.62

AOD. - Note/Mtg 2 0579935228

000313



STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

CASE NO. 2018-CP-40-04044

Wells Fargo Bank, National Association,
not in its individual or banking capacity, but
solely as Trustee on behalf of Green Tree
Mortgage Trust 2005-HE1

**AFFIDAVIT OF VERIFIED STATEMENT
OF ACCOUNT**

Plaintiff

-vs-

James B. Turner a/k/a James Turner, Sr.,
Cynthia McGriff, Cynthia Lakeitha Turner,
Mary Louise Turner, Willie Henry,
Emergent Mortgage Corporation, Wells
Fargo Bank, National Association fka
Wachovia Bank National Association, Lisa
Washington, South Carolina Department of
Employment and Workforce, ADT Security
Services, Inc., South Carolina Department
of Social Services, South Carolina
Department of Revenue, United States of
America acting by and through its agency
the Internal Revenue Service and Willie B.
Henry Jr. and Ukeba Henry as Personal
Representatives of the Estate of Willie B.
Henry Sr., Kenyon Henry and Akeem
Henry, and any other Heirs-at-Law or
Devisees of Willie B. Henry 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,

Defendant(s)

3523.0179 Note/Mtg 2

5228

I, Steven Reeves, being over the age of eighteen years and
understanding the obligations of an oath, hereby depose and say:

1. I am employed as a(n) Litigation Specialist by NewRez LLC dba Shellpoint Mortgage Servicing
("Shellpoint"), a mortgage loan servicer and attorney in fact for Wells Fargo Bank, National Association, not in its
individual or banking capacity, but solely as Trustee on behalf of the Green Tree Mortgage Loan Trust 2005-HE1.

SOUTH CAROLINA - NOTICE OF DEFAULT

Green Tree Servicing LLC
800-643-0202
7360 South Kyrene Rd T-213
Tempe, AZ 85283

GREEN TREE

James Turner
628 Koon Store Rd
Columbia, SC 29203-9450

|||||

NOTICE OF DEFAULT
AND
RIGHT TO CURE DEFAULT

Date of Notice: 01/05/2009

Creditor: Green Tree Servicing LLC

Account No: ~~0000~~ 76270

Brief identification of credit transaction: Loan Secured by Real Property

Dear Borrower:

You are late in making your payment(s). 02/04/2009 is the last day for payment. \$10,041.68 is the amount due now. If you pay the AMOUNT NOW DUE by the LAST DAY FOR PAYMENT (stated above), you may continue the contract as though you were not late. If you do not pay by that date, we may exercise our rights under the law. These rights include the right to foreclose upon any real property held as collateral for this transaction and the right, in many instances, to hold you personally responsible for any difference between the amount the transaction brings in a sale and the balance due us on the credit transaction in question.

If you fail to cure the default within 30 days from the date of this Notice, the maturity of this loan is accelerated and full payment of all amounts due under the loan agreement is required without further notice from us. You have the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of your default or any other defense you may have to acceleration and foreclosure.

If this default is not cured, Green Tree Servicing LLC ("Green Tree") will report the defaulted loan to an appropriate credit reporting agency.

If you are unable to cure the default due to an involuntary loss of employment or other reason, counseling assistance may be available to you from certain agencies that are HUD-approved mortgage counseling agencies. You may contact us to get the name of the mortgage counseling agency that is closest to you.

If you are late again in making your payments, we may exercise our rights without sending you another notice like this one. If you have any questions, write or telephone our office immediately.

Sincerely,

Green Tree
Home Equity Division

000311

This is an attempt to collect a debt and any information obtained will be used for that purpose.

MAY-14-2009 THU 03:10 PM

FAX NO.

SOUTH CAROLINA - NOTICE OF DEFAULT

Green Tree Servicing LLC
800-643-0202
7360 South Kyrene Rd T-213
Tempe, AZ 85283



GREENTREE

James Turner
528 Koori Store Rd
Columbia, SC 29203-9450

NOTICE OF DEFAULT
AND
RIGHT TO CURE DEFAULT

|||||

Date of Notice: 01/05/2009

Creditor: Green Tree Servicing LLC

Account No: 93853

Brief identification of credit transaction: Loan Secured by Real Property

Dear Borrower:

You are late in making your payment(s). 02/04/2009 is the last day for payment. \$4,160.77 is the amount due now. If you pay the AMOUNT NOW DUE by the LAST DAY FOR PAYMENT (stated above), you may continue the contract as though you were not late. If you do not pay by that date, we may exercise our rights under the law. These rights include the right to foreclose upon any real property held as collateral for this transaction and the right, in many instances, to hold you personally responsible for any difference between the amount the transaction brings in a sale and the balance due us on the credit transaction in question.

If you fail to cure the default within 30 days from the date of this Notice, the maturity of this loan is accelerated and full payment of all amounts due under the loan agreement is required without further notice from us. You have the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of your default or any other defense you may have to acceleration and foreclosure.

If this default is not cured, Green Tree Servicing LLC ("Green Tree") will report the defaulted loan to an appropriate credit reporting agency.

If you are unable to cure the default due to an involuntary loss of employment or other reason, counseling assistance may be available to you from certain agencies that are HUD-approved mortgage counseling agencies. You may contact us to get the name of the mortgage counseling agency that is closest to you.

If you are late again in making your payments, we may exercise our rights without sending you another notice like this one. If you have any questions, write or telephone our office immediately.

Sincerely,

Green Tree
Home Equity Division

000310

Exhibit "A"

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING APPROXIMATELY FIVE MILES NORTH OF COLUMBIA, SOUTH CAROLINA, IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, AND BEING SHOWN AS 1.00 ACRE ON A PLAT PREPARED FOR C.S.W. CO. BY B.P. BARBER & ASSOCS., INC., ENGINEERS, DATED OCTOBER 7, 1982. SAID PARCEL OF LAND BEING BOUNDED AND MEASURING AS FOLLOWS: BOUNDED ON THE NORTH BY THE HIGHWAY RIGHT OF WAY OF THE SOUTH CAROLINA ROAD S-61 WHEREON IT MEASURES 120.0' FEET; ON THE EAST BY LANDS OF C.S.W. CO. WHEREON IT MEASURES 364.7' FEET; ON THE SOUTH BY LANDS OF C.S.W. CO. 120.0' FEET; AND ON THE WEST BY LANDS OF C.S.W. CO. WHEREON IT MEASURES 364.7' FEET.

THIS BEING THE SAME PROPERTY CONVEYED TO THE BORROWER(S) HEREIN BY DEED OF UNITED STATES MARSHALL, DATED 8/21/96, AND RECORDED ON 10/7/96 IN BOOK D1342 AT PAGE 610 IN THE OFFICE OF THE R.M.C. FOR RICHLAND COUNTY, SOUTH CAROLINA.

Account:



Assignment of Mortgage
Page | 3

000309

Ditech Financial LLC f/k/a Green Tree
Servicing LLC f/k/a Conesco Finance
Servicing Corp. f/k/a Green Tree Financial
Servicing Corporation

Witness: Reginald Micou

BY: Edward Born
Name: Edward Born
Title: Assistant Vice President

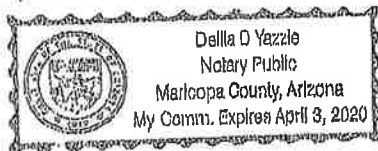
Witness: Diana Under

State of ARIZONA

County of MARICOPA

APR 16 2018

On Edward Born before me, the undersigned, personally appeared Edward Born, Assistant Vice President for Ditech Financial LLC f/k/a Green Tree Servicing LLC f/k/a Conesco Finance Servicing Corp. f/k/a Green Tree Financial Servicing Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument and that such individual made such appearance before the undersigned in the City of Tempe, State of Arizona.



[Signature]
Notary Public

Account:



Assignment of Mortgage
Page | 2

000308



Prepared by and Return To:
 Anthony Nilson
 Ditech Financial LLC
 RC TC
 2100 E. Elliot Road
 Mall Stop T330
 Tempe, AZ 85284
 (888) 315-8733

Book 2298-2401
 2018027385 04/27/2018 10:54:28:153
 Fee: \$8.00 County Tax: \$0.00
 Assignment of Mortgage
 State Tax: \$0.00
 2018027585 John T. Hopkins II
 Richland County R.O.D.

ASSIGNMENT OF MORTGAGE South Carolina

Account:

PIN #:



FOR VALUE RECEIVED, the undersigned holder of a Mortgage (herein "Assignor") whose address is c/o 2100 E. Elliot Rd., Tempe, AZ 85284, does hereby grant, sell, assign, transfer and convey, unto Wells Fargo Bank, National Association, not in its individual or banking capacity, but solely as Trustee on behalf of the Green Tree Mortgage Loan Trust 2005-HE1, whose address is c/o 2100 E. Elliot Rd., T-314, Tempe, AZ 85284 its successor and assigns, all its right, title and interest in and to a certain Mortgage described below and obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

Mortgagor:	James Turner
Date Executed:	February 12, 1997
Original Mortgagee/Lender:	Green Tree Financial Servicing Corporation
Amount:	\$55,250.00
Recorded Date:	February 21, 1997
Book/Page/Instrument	MBook: 2080 Page: 0253
Number:	
County:	Richland
State:	South Carolina

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.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on
APR 16 2018



Assignment of Mortgage
 Page | 1

000307

M2080 P0257

EXHIBIT A

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING APPROXIMATELY FIVE MILES NORTH OF COLUMBIA, SOUTH CAROLINA, IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, AND BEING SHOWN AS 1.00 ACRE ON A PLAT PREPARED FOR C.S.W. CO. BY B.P. BARBER & ASSOCS., INC., ENGINEERS, DATED OCTOBER 7, 1982. SAID PARCEL OF LAND BEING BOUNDED AND MEASURING AS FOLLOWS: BOUNDED ON THE NORTH BY THE HIGHWAY RIGHT OF WAY OF THE SOUTH CAROLINA ROAD 3-41 WHEREON IT MEASURES 120.0' FEET; ON THE EAST BY LANDS OF C.S.W. CO. WHEREON IT MEASURES 364.7' FEET; ON THE SOUTH BY LANDS OF C.S.W. CO. 120.0' FEET; AND ON THE WEST BY LANDS OF C.S.W. CO. WHEREON IT MEASURES 364.7' FEET.

THIS BEING THE SAME PROPERTY CONVEYED TO THE BORROWER(S) HEREIN BY DEED OF UNITED STATES MARSHALL, DATED 8/21/88, AND RECORDED ON 10/7/88 IN BOOK D1342 AT PAGE 610 IN THE OFFICE OF THE R.M.C. FOR RICHLAND COUNTY, SOUTH CAROLINA.

000306

M2080 P0256

20. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
21. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
22. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
23. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
24. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
25. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all homestead exemption rights relating to the Property.
26. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:
- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
 - ☐ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
 - ☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
 - ☐ **Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. (Check all applicable boxes)
 - ☐ Condominium Rider
 - ☐ Planned Unit Development Rider
 - ☐ Other
 - ☒ **Additional Terms.**

MATURITY DATE: FEBRUARY 20, 2027

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

James Turner, Jr. (Seal) (Seal)
(Signature) JAMES TURNER, JR. (Date) (Date)

Juli Callahan (Seal) (Seal)
(Signature) JULI CALLAHAN (Date)

PROBATE: STATE OF South Carolina, COUNTY OF Richland ss.
Personally appeared before me the undersigned witness who, being duly sworn, deposed and said that (s)he saw the Mortgagor (and each Mortgagor if more than one) sign, seal and deliver the foregoing Mortgage and that (s)he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

Sworn to and subscribed before me this 12th day of February, 2007.
Rebecca L. Johnson (Seal) Juli Callahan
Notary Public for South Carolina
My commission expires: 11-19-08

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13. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
14. **DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guaranteeing the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

15. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

16. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

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

Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.

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

C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.

D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

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

19. **INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

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- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
- This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.
5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
- A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.
- Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.
11. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
12. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor irrevocably grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.

Mortgagor agrees that this assignment is immediately effective between the parties to this Security Instrument and effective as to third parties on the recording of this Mortgage. Mortgagor agrees that Lender may take actual possession of the property without the necessity of commencing legal action and that actual possession is deemed to occur when Lender, or its agent, notifies Mortgagor of default and demands that any tenant pay all future Rents directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

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RECEIVED OF
HESLER COUNTY S.C.
RECORDS DEPARTMENT

FEB 25 174252

This document was prepared by CHRISTINA BOYAJIAN
Green Tree Financial Servicing Corporation
332 Minnesota Street
Saint Paul, MN 55101

State of South Carolina _____ Space Above This Line For Recording Data _____

MORTGAGE
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is 02/12/97 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: JAMES TURNER
526 KOON STORE RD COLUMBIA SC 29203

☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: Green Tree Financial Servicing Corporation
332 Minnesota Street
Saint Paul, MN 55101

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

SEE EXHIBIT A

The property is located in RICHLAND at 526 KOON STORE RD
(County) (Address)
COLUMBIA South Carolina 29203
(City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 55250.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument. Interest under the Note will be deferred, accrued or capitalized; however, Mortgagor shall not be required to defer, accrue or capitalize any interest except as provided in the Note.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)