

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)

RECEIVED

Jun 30 2023

SC Court of Appeals

TO:

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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.

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.

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

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)

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

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), SCRCP. 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.

- 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.

- 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:

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

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.

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.

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.

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)

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 – _____

RECEIVED
Jun 30 2023
SC Court of Appeals

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

Page 3

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 Scottcrest Way

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



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