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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

The Honorable Charles B. Simmons, Jr., Master-In-Equity

Case No. 2024-CP-23-04910
Appellate Case No. 2025-002386

Harbor Town Association, Inc., Respondent,

v.

Rajiv Kumar Lakhaney, Deceased, deceased; and any children and heirs at law, distributes and devisees, and if any be deceased then any persons entitled to claim under or through them; also all other persons unknown claiming any right, title, interest or lien upon the real property described in the complaint herein, any unknown adults being a class designated as John Doe; and any unknown minors or persons under disability or in the military service being a class designated as Richard Roe, Defendants,

of which Rajiv Kumar Lakhaney, Deceased is the Appellant, and Oriole Properties, LLC, Thomas and Son Properties, LLC, and Kelley Yarborough Woody, Esq, Guardian ad Litem Nisi are Respondents.

RECORD ON APPEAL - VOLUME 2 OF 2

**BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, PC**

Jane H. Downey, ID 15045
J. Boone Aiken, IV, ID 105243
1501 Main St., Ste. 310
Columbia, SC 29201
(803) 251-8814
jdowney@bakerdonelson.com
baiken@bakerdonelson.com
Attorneys for Appellant

WOMBLE BOND DICKINSON (US) LLP

Jason D. Wyman, ID 100271
550 South Main Street, Ste. 400
Greenville, SC 29601
(864) 255-5400
jason.wyman@wbd-us.com

*Attorney for Respondent Respondents Oriole
Properties, LLC and Thomas and Son Properties,
LLC*

MCCABE, TROTTER & BEVERLY

Ashley N. Green, ID 101741
Dean Hayes, ID 66066
4500 Fort Jackson Blvd Suite 335
Columbia, SC 29209
ashley.green@mccabetrotter.com
dean.hayes@mccabetrotter.com

Attorneys for Harbor Town Association, Inc.

KELLEY Y. WOODY, ESQ.

ID 7307, Guardian Ad Litem Nisi
P.O. Box 6432
Columbia, SC 29260
kwoody@kelleywoody.com

Attorney for Unknown Defendants

1 STATE OF SOUTH CAROLINA) IN THE COURT OF
2) COMMON PLEAS
3 COUNTY OF GREENVILLE) OF THE THIRTEENTH
4) JUDICIAL CIRCUIT
5 HARBOR TOWN ASSOCIATION, INC.,)
6 Plaintiffs,) TRANSCRIPT OF RECORD
7 RAJIV KUMAR LAKHANEY, DECEASED,) 2024-CP-23-04910
8 Defendant.)
9 -----
10 June 6, 2025
11 Greenville, SC
12 B E F O R E:
13 HONORABLE CHARLES B. SIMMONS, JR., Judge.
14 A P P E A R A N C E
15 ASHLEY GREEN, ESQUIRE
16 For The Plaintiff
17
18 Julie A. Cendroski,
19 Master in Equity Court Reporter
20 Thirteenth Judicial Circuit
21
22
23
24
25

1 HARBOR TOWN ASSOCIATION, INC. VS. RAJIV KUMAR LAKHANEY

2 THE COURT: Okay. And for the record then, this
3 is 2024-4910, the matter of Harbor Town Association
4 versus Lakhane. This is a foreclosure action. It's
5 previously been referred. I will note that Notice of
6 Hearing has previously been e-filed. Also previously
7 e-filed is the affidavit from the attorney guardian, Ms.
8 Woody, outlining her services. So be glad to hear from
9 you.

10 MS. GREEN: Thank You, Your Honor. This is a
11 foreclosure action for unpaid Homeowner's Association
12 dues. The Defendant is deceased, and Kelly Woody was
13 appointed by the court as the guardian ad litem.

14 In this matter the current balanced owed on the
15 account is \$5,596.76. That consists of \$4,442.38 in
16 assessments; \$160 in capital reserves; \$2,169.30 in
17 cost; \$92.68 in interest. \$2,125 in legal fees; and \$60
18 in a special assessment. The Defendant has made
19 43,452.60 in payments toward the delinquency, leaving
20 the balance at \$5,596.76. As the Court previously
21 stated, we submitted an Affidavit of Debt, and Affidavit
22 of Attorney's Fees, and Affidavit of Costs in this
23 matter that we'd like to submit into evidence today.

24 THE COURT: All right, so moved.

25 MS. GREEN: And, Your Honor, we're respectfully

1 requesting that the Court enter a judgment of
2 foreclosure and sale in this matter.

3 THE COURT: All right. A couple of questions.
4 First, I noticed from the caption. It says that the
5 Defendant is deceased. Has an estate been opened up
6 that you're able to locate?

7 MS. GREEN: Yes, Your Honor. And the
8 administrator of the estate did not contact us
9 previously, and entered into a payment plan. But
10 defaulted on that plan.

11 THE COURT: Could you revise the order to note
12 that an estate was opened up, and to not the estate file
13 number?

14 MS. GREEN: Yes, sir.

15 THE COURT: All right. And that answered my
16 second question, because I saw there were some payments.
17 So you're saying that the PR made some payments for a
18 while?

19 MS. GREEN: Yes, sir.

20 THE COURT: Okay. And then another question is,
21 are there any other senior liens, or encumbrances or
22 mortgages on the property?

23 MS. GREEN: Just a second.

24 THE COURT: Let me suggest this since your order
25 is gonna be revised, anyway, to put in the estate

1 information. If you will just double check on that.

2 MS. GREEN: Yes, sir.

3 THE COURT: Any reference to any, any mortgage,
4 liens, or other encumbrances in the proposed order.

5 MS. GREEN: I don't believe that there's a
6 mortgage on it, but I will double check that.

7 THE COURT: Okay. But either way, if you just
8 put a sentence in the order that there, there are senior
9 liens, or they're not senior liens. Then that way, just
10 be a little cleaner by the time some gets filed. And
11 then what sales date is your client seeking?

12 MS. GREEN: Well, we are seeking ann August sale
13 date, Your Honor.

14 THE COURT: Okay. And deficiency is waived,
15 correct?

16 MS. GREEN: Yes, sir.

17 THE COURT: All right. Anything else on this
18 one?

19 MS. GREEN: No, sir.

20 THE COURT: All right. Thank you so much.

21 MS. GREEN: Thank you. Have a great weekend.

22 THE COURT: See you next time.

23 (Hearing concluded at 10:07 a.m.

24

25 --- THIS ENDS TRANSCRIPT OF RECORD ---

1 COURT REPORTER CERTIFICATE

2
3 I, the undersigned Julie A. Cendroski, Court
4 Reporter for the Thirteenth Judicial Master In Equity
5 Court of the State of South Carolina, do hereby certify
6 that to the best of my ability the foregoing is a true,
7 accurate, and complete transcript of record of all the
8 proceedings and evidence introduced in the hearing
9 and/or trial of the captioned case, relative to appeal,
10 in the Court of Common Pleas for Greenville County,
11 South Carolina, on the 6th day of June, 2025.

12 I do further certify that I am neither of kin,
13 counsel, nor interest to any party hereto.
14
15
16
17
18

19 s/Julie A. Cendroski
20 Julie A. Cendroski
21 Circuit Court Reporter III
22 Seventh Judicial Circuit
23
24
25

1 STATE OF SOUTH CAROLINA) IN THE COURT OF
2) COMMON PLEAS
3 COUNTY OF GREENVILLE) OF THE THIRTEENTH
4) JUDICIAL CIRCUIT
5 HARBOR TOWN ASSOCIATION, INC.,)
6) Plaintiff,) TRANSCRIPT OF RECORD
7 VS.) 2024-CP-23-04910
8 RAJIV KUMAR LAKHANEY, DECEASED,)
9) Defendants.)

10) October 7, 2025
11) Greenville, SC

12 B E F O R E:

13 HONORABLE CHARLES B. SIMMONS, JR., Judge.

22) Julie A. Cendroski,
23) Master in Equity Court Reporter
24) Thirteenth Judicial Circuit

1 A P P E A R A N C E S

2 DEAN HAYES, ESQUIRE
3 For Plaintiff

4 ASHLEY NICOLE GREEN, ESQUIRE
5 For Plaintiff (appeared via Zoom.)

6 JANE HARRIS DOWNEY, ESQUIRE
7 For Defendant Lakhaney

8 JASON DAVID WYMAN, ESQUIRE
9 For Defendants Oriole Properties, Thomas and Sons
10 Properties, LLC

11 KELLEY YARBOROUGH WOODY, ESQUIRE
12 Guardian Ad Litem

13 Also present: Carmen Cortes-Sykes,
14 Administrator of Estate
15 (Appeared via Zoom.)

16 Philip Ziganto, Realtor

17

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1 HARBOR TOWN ASSOCIATION, INC. VS RAJIV KUMAR LAKHANEY

2 THE COURT: Well, let's go ahead and go on the
3 record, then. This is 2024-4910, Harbor Town vs, is it
4 Lakhaney?

5 MS. DOWNEY: Lakhaney.

6 THE COURT: Lakhaney, okay. I'm sorry. I knew
7 I'd mess it up no matter what I ended up saying. Case
8 is referred. Here today on a Motion to Vacate that was
9 filed September 4th, 2025 following the sale of certain
10 real property located in Greenville County at the
11 foreclosure sale. Let me start, if I could have you,
12 please identify yourselves for me and who you're here on
13 behalf of.

14 MS. SYKES: I apologize, it disconnected, I just
15 got back on.

16 MR. WYMAN: Good afternoon, Your Honor. May it
17 please the Court? Jason Wyman, here on behalf of the
18 third-party purchasers and the owners of the property,
19 Oriole Properties, LLC and Thomas & Sons Properties.

20 THE COURT: And as I recall from the Order of
21 Sale, both own a one-half undivided interest?

22 MR. WYMAN: That's correct, Your Honor, yes.

23 THE COURT: Thank you.

24 MR. HAYES: Your Honor, Dean Hayes on behalf of
25 Harbor Town Association, Incorporated.

1 MS. DOWNEY: Good afternoon, Your Honor. Jane
2 Downey, on behalf of the Estate of the deceased. And I
3 have two people with me. One is -- I'll let you
4 introduce yourselves, if you want to.

5 MS. STOKES: I don't know where the camera is.

6 MS. DOWNEY: Carmine Stokes is the administrator
7 for the Estate, I'd like to introduce her. And then I
8 have Ms. Semyonov with me.

9 MR. HAYES: Those are both witnesses, right?

10 MS. DOWNEY: That is correct. That is correct.
11 She is the administrator. Thank you.

12 THE COURT: And since, Ms. Downey, you're the
13 moving party, I'll be glad to hear from you first. And
14 I will note, before I stop interrupting you, there was
15 some discussion by Mr. Wyman prior to going on the
16 record that the vast majority of the documents that have
17 previously been e-filed are considered introduced and
18 part of the record, correct?

19 MS. DOWNEY: That is correct with the exception
20 of the Zillow. I do have some printouts of rebuttal
21 from a similar website. And I don't mind at all if this
22 Court considers the Zillow. I just would like for you
23 to do that in whole. If you go to the website, there
24 are surrounding houses and the -- as you can see from
25 the photograph, the house is very similar and so I would

1 just...

2 THE COURT: If everybody stipulates, then -- I'm
3 old school, I don't really believe much of anything I
4 see on the internet. And I'll start with the premise
5 that Zillow and other documents are not admissible, but
6 if everyone agrees, then certainly they can come in, in
7 the old Judge Epps rule, one of the very famous longtime
8 judges, let it in for what it's worth. So, I'm gonna
9 let you lawyers do what you lawyers do on that.

10 MS. DOWNEY: And that's what I would like for you
11 to do, Your Honor, is not to consider the Zillow or
12 rebuttal or the truth of the matter per se, but just as
13 a whole as to calculate -- the issue for today, it's not
14 exactly what was the house worth? But it is important
15 to consider what the house is worth in your ruling
16 today.

17 THE COURT: All right. If I don't consider the
18 truth of the matter asserted and valuation is an issue
19 that -- or are one of the factors the Court considers,
20 what would it be introduced for then?

21 MS. DOWNEY: Your Honor, I think just as a whole,
22 like, I think that, we, we are using the Zillow or
23 similar websites for the value. I, I just did not ---

24 THE COURT: Mr. Wyman, are you okay with that?

25 MR. WYMAN: With that, it's fine, Your Honor. I

1 believe that the fair market value that was alleged in
2 the affidavit, and plus the Zillows, I think that that
3 is at least evidence of the value of the property, which
4 I do believe is at issue today.

5 THE COURT: All right, Ms. Downey, you can call
6 your first witness.

7 MR. WYMAN: Oh, Your Honor, I apologize, just
8 briefly. We do also have, Mr. Ziganto is present in the
9 courtroom. We did subpoena him here for testimony
10 today. I would move to sequester him, pending all
11 these, the testimony here. And he also has filed a
12 Motion to Quash the subpoena, the documents that were
13 requested. I don't believe that has made it to your
14 inbox yet, Your Honor. It was filed at noon today. So,
15 that is just one preliminary matter that may need to be
16 addressed.

17 THE COURT: Okay. Any objection to this
18 potential witness being sequestered?

19 MS. DOWNEY: Uh, no.

20 THE COURT: All right. So if you'll take him out
21 to the A room right in the hallway. And, sir, thank you
22 for being here. And until we address the issues, I
23 appreciate you not going because otherwise the sheriff
24 will come out and find you.

25 MR. ZIGANTO: Okay. I filed a Motion to Quash.

1 Would you like to see that or no?

2 THE COURT: No, sir. If it was just filed today,
3 then I'm not gonna address it.

4 MR. ZIGANTO: Okay.

5 (Mr. Ziganto was escorted out of the courtroom.)

6 THE COURT: All right. Now are we ready for a
7 witness?

8 MS. DOWNEY: Your Honor, could I just give a
9 little introduction before the witness, if that'd be
10 okay?

11 THE COURT: I've looked at all of it.

12 MS. DOWNEY: All right.

13 THE COURT: If I don't understand it at this
14 point, that's not y'all's issue.

15 MS. DOWNEY: All right. Okay. Thank you, Your
16 Honor. My first witness will be Katherine Semyonov.

17 THE COURT: All right. So, ma'am, if you'd come
18 around to the witness stand. (Complies.) Place your
19 left hand on the Bible and raise your right hand. Do
20 you swear to tell the truth, whole truth, and nothing
21 but the truth?

22 MS. DOWNEY: I do.

23 THE COURT: Come around and have a seat, please.
24 Please state your full name.

25 THE WITNESS: Katherine Semyonov.

1 THE COURT: Spell Katherine for me.

2 THE WITNESS: K-A-T-H-E-R-I-N-E S-E-M-Y-O-N-O-V.

3 THE COURT: Okay. Your witness.

4 MS. DOWNEY: Thank you, Your Honor.

5 KATHERINE SEMYONOV,

6 having been duly sworn, testified as follows:

7 DIRECT EXAMINATION

8 BY MS. DOWNEY:

9 Q. Ms. Semyonov, we are here today pertaining to a
10 matter involving your ex-husband; is that correct?

11 A. Yes, it is.

12 Q. And how long were you married?

13 A. We were together for 22 years.

14 Q. And at the time of his death, did the death
15 certificate show you as married?

16 A. Yes, it did.

17 Q. Okay. But at the time you were actually
18 finishing up a divorce; is that correct?

19 A. It was in the process. My divorce got
20 bifurcated, which is something that Miami-Dade County
21 does. They separate the actual divorce portion of it
22 from equitable distribution. So, I did get a final
23 order for a divorce, but not for equitable distribution.

24 Q. And at that time of his death, were you living in
25 South Carolina?

1 A. No, I was not. I was always a resident of
2 Miami-Dade.

3 Q. All right. And he was a resident of South
4 Carolina; is that right?

5 A. No, he wasn't.

6 Q. Where was he a resident?

7 A. At the time of our divorce, he was a resident of
8 Miami-Dade, but he passed in New Jersey.

9 Q. He passed in New Jersey?

10 A. Yes.

11 Q. And at the time he owned a house at 36 Spinnaker
12 Court?

13 A. Yes, he did.

14 Q. And that's in Greenville?

15 A. Yes.

16 Q. And can you describe what that property is like,
17 do you know?

18 A. It's a townhouse in a nice development. They
19 have a pool, a little lake, it's a two-bedroom. And he
20 was in the process of getting it renovated. So he had
21 the majority of the items already inside of the house.
22 And I think some of the items, one of the bathrooms was
23 started, the other one was not. It was missing a
24 washer-dryer, so, like, small stuff.

25 Q. All right. And would you say that it was

1 probably in better or worse condition than any of the
2 similar townhouses nearby?

3 A. It was in fine condition. He was staying there a
4 lot of the times when he was coming to Greenville.

5 Q. All right. And As part of your divorce, would
6 you have information as to the value of this house?

7 A. Yes, I would.

8 Q. And why is that?

9 A. For numerous reasons. There was a few subpoenas
10 that were issued in the divorce in order to get the
11 properties appraised, and I knew about the property.
12 Just in my own knowledge, I know how much it costs. I
13 know people that live in that area. And I know other
14 houses that have sold in that area and for how much
15 they've sold for.

16 Q. And did you actually order an appraisal?

17 A. Yes, I did.

18 Q. Okay. And when you -- in addition to ordering an
19 appraisal, did you have any conversations with any real
20 estate professionals?

21 A. I did, yes.

22 Q. All right. And based on the appraisal and based
23 on those conversations, what is your opinion of the
24 value of the house?

25 MR. WYMAN: I'm gonna object to hearsay. I mean,

1 she's not, she's not a real estate expert, but I guess
2 we'll see, but I don't see how she can testify to that.

3 THE COURT: How is that not hearsay?

4 MS. DOWNEY: She is not testifying as to what the
5 amount of the appraisal is, and she's not testifying as
6 to what a realtor told her the value is. She's
7 testifying as to what she thinks the value is.

8 THE COURT: But isn't the case law unless you are
9 an owner, then the only one who can opine on the value
10 is a certified appraiser in the state of South Carolina?

11 MS. DOWNEY: Your Honor, I'm not certain of that.
12 I know that an owner can testify about the value.

13 THE COURT: Was she an owner?

14 BY MS. DOWNEY:

15 Q. Ms. Semyonov, you were not an owner of the
16 property?

17 A. Yes, technically I am. It's part of my equitable
18 distribution. So, yes, at the time of the divorce
19 filing, that was a property that was subject to
20 equitable distribution.

21 THE COURT: Mr. Wyman, how about that?

22 MR. WYMAN: Your Honor, there's no evidence of
23 any orders entered in Florida. We don't have a
24 certified copies of that at all. I mean, I don't know
25 how we can test the veracity of that statement

1 whatsoever. I don't think she has, there's no -- I
2 don't understand Florida law, and I don't understand
3 Florida domestic law regarding ownership of property
4 here in South Carolina. I don't see how that would
5 qualify her to testify to that.

6 THE COURT: I'm gonna allow her to proffer at
7 this point until I look at the issue. My inclination
8 is, it's inadmissible hearsay, but it's an interesting
9 argument about whether an equitable interest vis-à-vis a
10 divorce may confer standing. But anyway, you can
11 proffer it.

12 MS. DOWNEY: Yes, Your Honor.

13 PROFFER TESTIMONY

14 BY MS. DOWNEY:

15 Q. Ms. Semyonov, at the time of Mr. Lakhanev -- I'm
16 sorry.

17 A. That's fine. Lakhanev.

18 Q. His death, what was the status of the equitable
19 distribution in Florida?

20 A. We were getting subpoenas to present the case to
21 a judge.

22 Q. And what background investigation had y'all done
23 about different properties?

24 A. Bank records, appraisals, and just my own
25 knowledge of what everything was -- where everything was

1 and everything stood at.

2 Q. Based on your opinion, what do you think that the
3 value of the house was at the time of his death?

4 A. The actual certified appraisal that I did receive
5 from a South Carolina person was \$176,000 as is, which
6 meant that, you know, sold as is. But if it was two --
7 the comparable homes in that area are going for around
8 \$200,000.00.

9 Q. All right. And Ms. Semyonov ---

10 MR. WYMAN: I just want to confirm my objection's
11 preserved for the record.

12 THE COURT: I understand.

13 END OF PROFFER TESTIMONY

14 BY MS. DOWNEY:

15 Q. Who are the heirs that could benefit from this
16 house?

17 A. I have a 7-year-old daughter. She's his only
18 daughter and my only daughter. She's the only
19 beneficiary.

20 Q. Okay. And at the time of Mr. Lakhanev's death,
21 was there any debt on the house other than what was owed
22 to the HOA?

23 A. No. He owned it free and clear.

24 Q. Okay. And are you aware of any -- or, I'm sorry,
25 are you aware of any notices that were sent about

1 payment of HOA fees before his death?

2 A. No. So we were in the middle of a separation.
3 It was going on for about almost two years, and I did
4 not know about anything that was going on in his life.
5 And he obviously, for obvious reasons, would keep that
6 from me in order to, you know, go through the divorce.

7 Q. Sure. Okay. All right. And when he died, I'm,
8 a little confused, was he living in the house? I know
9 that you said he died in New Jersey. I know you said
10 his residence was in Florida. Let me ask it this way,
11 what was his house in South Carolina for?

12 A. It was a personal residence that he would come to
13 when he was in South Carolina. He liked it here a lot.
14 He actually always spoke about trying to leave it for
15 our daughter, Gabby.

16 Q. And do you know how long he had the house?

17 A. Oh, about five years, I would say.

18 Q. All right. And I think you said you knew how
19 much he paid for the house?

20 A. I don't actually recall that off the top of my
21 head, I'm sorry.

22 Q. Okay.

23 And, Your Honor, I'd ask you to take judicial
24 notice there's a public record of that.

25 BY MS. DOWNEY:

1 Q. All right. And so when he -- Okay. So my
2 understanding is that he died around July 31st, 2024; is
3 that right?

4 A. Yeah, it was unexpected, so it wasn't something
5 that he was actually planning for. Well, I mean, okay,
6 nobody plans for a death, but it was very unexpected.

7 Q. So it was sudden?

8 A. Very, very unexpected, yeah.

9 Q. It wasn't like he was sick or it was ---

10 A. No. He had no -- there was no Estate planning,
11 there was nothing.

12 Q. It was just an accident. All right. And then
13 you were appointed as the administrator the next week;
14 is that right?

15 A. I think it was about two or three weeks that it
16 took, yes.

17 Q. Okay. Around August the 8th, would that be fair?

18 A. Yeah, that's, I think that's the date, 8th or
19 9th, yeah.

20 Q. Then what I understand is that there's some
21 controversy, maybe with some other relatives about your
22 appointment.

23 A. Well, the exact way that everything went down is
24 I was appointed administrator. I was told by the, by
25 the guy, the man, the funeral director, sorry, that I

1 have to go to Probate Court because I didn't know
2 exactly what to do at all. And to go to Probate Court
3 and open up a probate case. And he died in testate,
4 there was no will.

5 So I was going through all the motions, I'm
6 completely clueless when it comes to any of this. And I
7 had -- I did hire an attorney in New Jersey, a probate
8 attorney that was guiding me through everything. And
9 that probate attorney figured out that there is -- not
10 figured out, but while we were discussing the case, she
11 did tell me that you are technically, according to New
12 Jersey law, you are no longer the wife, so you can't
13 probate this case, you can't be the administrator.

14 At that point, she filed, not sure about the
15 technical legal term, it's called, I think, like -- she
16 filed a piece of paper saying that, you know, we
17 understand that she's legally not supposed to be the
18 administrator, but she is the only mother of the heir,
19 the heir's a minor, and please allow the -- she asked
20 the judge to allow me to probate the case, at which
21 point his brother decided to step in, and he wanted to
22 be the administrator.

23 And I objected to that for numerous reasons that
24 are kind of personal, but... And it was going back and
25 forth for about three months, and then we decided to

1 settle on getting a court-appointed administrator.

2 Q. So, just looking at some paperwork ---

3 THE COURT: And I apologize, Ms. Downey. Which
4 court appointed her? Is it -- I've heard Florida or
5 South Carolina, or I've heard New Jersey.

6 THE WITNESS: New Jersey.

7 THE COURT: All right. Thank you, ma'am.

8 BY MS. DOWNEY:

9 Q. All right. So New Jersey appoints you in August
10 of 2024, and then the deceased brother starts saying in
11 around September of 2024; is that right?

12 A. Yes, that's correct.

13 Q. That you shouldn't be the administrator?

14 A. Yes.

15 Q. You go for a few months. And now what I
16 understand is that you were, you were kind of
17 investigating debt, is that fair to say?

18 A. Well, yes, I did want to make sure that he, you
19 know, everything was kind of up-to-date, or paid, or I
20 didn't know where anything stood, and I understand that.
21 And, for example, in like South Carolina there's tax
22 sales or something like that, so I was trying to figure
23 out if anything is owed or if there's anything that
24 needs to be paid.

25 Q. How did you do that?

1 A. A lot of Google. A lot of speaking to people
2 that I would know in the area. Trying to pull some
3 strings together and like tie loose ends.

4 Q. And was this house something that you were
5 looking into?

6 A. Yes.

7 Q. And what did you decide about the house or how
8 did you look into it?

9 A. Well, I knew there were taxes past due.

10 Q. How did you know there were taxes past due?

11 A. I called the Greenville County.

12 Q. Okay.

13 A. But I did also ask them at the same time, what --
14 by what point do they have to be paid? And they
15 explained that to me, so I understood that I had some
16 time.

17 Q. Just to be clear, what timeframe was this that
18 you were doing this?

19 A. This was probably December of, 2024.

20 Q. December?

21 A. Yeah.

22 Q. Okay. All right. And then how about the HOA,
23 did you discover anything about ---

24 A. Right. So I discovered that there were past due
25 HOA fees.

1 Q. How did you discover that?

2 A. To be honest with you, I think that like I had to
3 call somebody. I asked around. I called -- I forgot
4 the name of the company, I'm so sorry. The, the ---

5 Q. Was it the HOA company?

6 A. Right, the HOA. And I -- Harbor Town maybe.

7 Q. What did the HOA company tell you?

8 A. That they can't speak to me and I have to call
9 their attorney.

10 Q. And did they tell you why?

11 A. No.

12 Q. All right.. and what did you do?

13 A. I called the attorney.

14 Q. And did they tell you why?

15 A. No.

16 Q. All right.

17 A. Then I tried to write some e-mails.

18 Q. Okay. And was that still December?

19 A. Yes.

20 Q. All right. Then what happened when you called
21 the attorney?

22 A. I got a bunch of names and I sent numerous
23 e-mails.

24 Q. And did you get a reply?

25 A. I did not get a reply from some people. I did

1 get a reply from the attorney for the HOA.

2 Q. All right. And are we still in December?

3 A. Yes.

4 Q. All right. And what was the reply from the
5 attorney?

6 A. That they were going to send me a payment plan.

7 Q. And did they?

8 A. Yes.

9 Q. And did you make a payment?

10 A. Yes.

11 Q. All right. And was that in December also?

12 A. I think it was like the 19th of December.

13 Q. 19th of December?

14 A. I think it was like 19th of December.

15 Q. 19th of December?

16 A. Yeah.

17 Q. All right. And, so... All right. So then after
18 you set up a payment plan and after you made the
19 payment, did -- was the law firm, the McCabe Trotter Law
20 Firm?

21 A. Yes, I think that's the name.

22 Q. All right. And did they suggest you call
23 anybody?

24 A. I don't remember, honestly.

25 Q. That's okay. If you don't remember, that's fine.

1 Okay. And so then did they tell you anything about a
2 pending foreclosure or just a payment plan?

3 A. They just sent me a payment plan. They said that
4 there was a first payment, I think it was somewhere
5 around \$1700, but I made a payment for 1900. And I just
6 want to state for the Court, and I don't know if it's my
7 place to say this, but they -- it wasn't -- at this
8 time, I was -- it was, there was back and forth going on
9 with -- my -- the deceased brother, and I wasn't allowed
10 to use any funds.

11 So all of these payments for taxes and HOA's or
12 whatever, it was all coming out of my personal account.
13 It wasn't -- I was told by my attorney that I'm not
14 allowed to touch any monies or use anything. And there
15 was huge debts. So I was kind of in a little bit of a
16 hole.

17 Q. Right. And consistent with that, like around
18 December 20, did you learn anything about you weren't
19 the administrator of the Estate anymore?

20 A. Yeah. So then we came to a consensus with the
21 brother and his attorney that I could no longer be the
22 administrator and that he wasn't going to step up as
23 well. And that's when we decided -- they did appoint a
24 guardian ad litem for my daughter to protect her
25 interests in New Jersey. And then they, they decided to

1 appoint an -- a court appointed administrator, but she
2 wasn't named until further down the line.

3 Q. All right. And what did you think the guardian
4 ad litem in New Jersey's role was?

5 A. I was told that she was supposed to protect the
6 interests of my daughter to make sure that any of the
7 monies that were going to come to my daughter were not
8 misused.

9 Q. Okay. And so then in January did the Court
10 appoint another administrator?

11 A. It wasn't another administrator. It was the
12 administrator for the Estate. Yes. They did name her,
13 I think. I got a confirmation from my counsel that it
14 was -- it was the end of January that she was officially
15 appointed.

16 Q. All right. And is that Carmen or is it ---

17 A. Yes, it was Carmen.

18 Q. All right. And when that happened, was there
19 like a transition period where you met with Carmen or
20 were you just out?

21 A. I did not meet Carmen until a few months later
22 because I was a -- my counsel told me that you can't do
23 anything anymore with this Estate. You -- it's the
24 responsibility of the administrator. And I was -- kind
25 of pushed that to the side. But eventually, a few

1 months later, I got in touch through my attorney --
2 well, Carmen got in touch with me through my attorney,
3 and I started assisting somewhat as much as I could with
4 the, the attorney.

5 Q. And was this house one thing that you assisted
6 with?

7 A. Yeah. It was -- it was one of the things that
8 did come up, obviously.

9 Q. All right. And then you said that you weren't
10 allowed to spend any money. Was money ever released
11 that you know of or is that just something about Carmen
12 that you would need to ---

13 A. To me nothing was ever released, no.

14 Q. Okay. All right. And then -- so you said, okay.
15 So Carmen gets appointed, I understand, the end of
16 January -- around January 24th. And then you said it
17 was a couple of months later that you speak with Carmen.

18 A. Uh-huh.

19 Q. And when you spoke with Carmen, did you disclose
20 the payment arrangement that you had?

21 A. Yes. It was one of the things that I did present
22 to her. I did, however, in regards to the payment plan,
23 I did -- when I was no longer administrator and I found
24 out I was no longer an administrator, I did send an
25 e-mail out to McCobb [sic] and told them that I'm no

1 longer the administrator about the payment plan.

2 Q. All right. And, and did they respond to you?

3 A. No.

4 Q. They didn't, okay. And are you aware that there
5 was a guardian appointed in this case?

6 A. No.

7 Q. Okay. Do you know who Kelley is?

8 A. Yes. It's one of the attorneys that I've spoken
9 with.

10 Q. Okay.

11 A. In South Carolina.

12 Q. Okay. And so what did you think Kelley's role
13 was?

14 A. To be honest, I thought she was just the attorney
15 for McCobb.

16 Q. Okay.

17 THE COURT: You're saying McCobb. Are you
18 talking about the law -- the McCabe Law Firm?

19 THE WITNESS: Yeah, sorry.

20 THE COURT: All right. Okay. There's a lot of
21 names and a lot of moving pieces.

22 THE WITNESS: I'm sorry.

23 THE COURT: I just want to make sure it's clear
24 for the record.

25 THE WITNESS: I'm sorry.

1 THE COURT: Oh, you're fine. Thank you.

2 BY MS. DOWNEY:

3 Q. Okay. And did you send an e-mail to Kelley?

4 A. Yes, I did.

5 Q. And when was that?

6 A. It was around the same time in December.

7 Q. In December. Did you hear back from Kelley?

8 A. Not until May.

9 Q. All right. And when you heard back, what was
10 that communication like?

11 A. I received an e-mail from Kelley stating that
12 there was going to be a foreclosure and that's it,
13 basically. And I responded to that e-mail that I'm no
14 longer the administrator. And I did give her the, the
15 name and the phone number and the contacts for Carmen.

16 Q. Okay.

17 A. And there was no response.

18 Q. And, and at that point you really weren't part of
19 the Estate because you had been ousted.

20 A. Yeah.

21 Q. All right. So now you told both McCabe and
22 Kelley that you're not the administrator.

23 A. Uh-huh.

24 Q. And you've also said who is the administrator?

25 A. Yes.

1 Q. And, and so that's by May, right?

2 A. Uh-huh.

3 Q. Because you had this communication with Kelley in
4 May, and you told McCabe Trotter previously, right?

5 A. Yes.

6 Q. Okay. So before the foreclosure sale, they were
7 aware of Carmen's existence?

8 A. Yes.

9 Q. Okay. And what kind of contact information did
10 you give Kelley and McCabe? And it might be different
11 contact information, but when ---

12 A. Just e-mail and phone number.

13 Q. So they had Carmen's e-mail and Carmen's phone
14 number?

15 A. Right.

16 Q. Okay. And to your knowledge, like, were you ever
17 cc'd on any e-mail that they might have sent to
18 Carmen --

19 A. I don't think so.

20 Q. -- after you gave them the number?

21 A. I don't think so, no.

22 Q. Okay. All right. And, and so do you know -- do
23 you remember how much the debt was that was owed to the
24 HOA?

25 A. I think with, with the legal fees -- the actual

1 -- the actual past due maintenance was somewhere around
2 like 17 or \$1800, I think, but then there were fees and
3 lawyer fees and everything that was tacked into it. I
4 can't remember. It was under 5,000.

5 Q. Okay. And would it -- would it be reasonable to
6 even pay that 5,000 altogether because they offered you
7 a payment plan and it was your own money at that time?

8 A. I didn't even know that everything upfront
9 would've been an option.

10 Q. Okay. And during this time, this is not the only
11 thing that you were dealing with; is that right?

12 A. Well, there was a huge back and forth and me
13 being the evil ex-wife with the brother. So it's kind
14 of like that was taking over a lot of my efforts,
15 energies.

16 Q. Can you -- sure. So you had this where you used
17 to be the administrator and now you're not, and then you
18 had your own divorce trying to figure out property.

19 A. I kinda put that on the back burner.

20 Q. Okay. And then you have your daughter, who's
21 seven years old.

22 A. Well, yes, that's my parent primary concern.

23 Q. And you're living in another state.

24 A. Yeah.

25 Q. Then you've got Florida, New Jersey --

1 A. Yeah.

2 Q. -- and South Carolina all going on at the same
3 time?

4 A. Yes.

5 Q. Okay. And so did you look at the foreclosure
6 order in this case after I filed the motion?

7 A. I did look it up online.

8 Q. Okay. And in that order, does it say that you
9 are the administrator? Do you remember?

10 A. I don't remember.

11 Q. Okay. But after December, you were not the
12 administrator.

13 A. No.

14 Q. January you got replaced?

15 A. Yes.

16 Q. Okay. And did anyone ever reach out to you for
17 payment? Like after, after you defaulted in December --
18 after you made a December payment?

19 A. No. There was no communication whatsoever.

20 Q. So you never got an e-mail?

21 A. No.

22 Q. You never got anything saying that your payments
23 were in default?

24 A. Nothing.

25 Q. Okay.

1 A. And everybody should have had my, my contact
2 information, at least an address because it's listed on
3 the administration papers, so...

4 Q. Okay. But everything ---

5 A. But I'm pretty sure Carmen knew as well.

6 Q. Yes. And it would have made sense that after you
7 were replaced, I know you weren't supposed to be doing
8 anything, they wouldn't reach out to you, but they --
9 could they have looked up the case number? Was there
10 any information about that?

11 A. The case number was on there, yes.

12 Q. Okay. And the case number was on the order, the
13 foreclosure order too, right?

14 A. Yes, from what I understand looking it up.

15 Q. Okay. And did you get anything in the mail about
16 the foreclosure, like a sale notice or anything like
17 that?

18 A. I did at one point. I think it must have been
19 somewhere closer to, like, May. I did get a
20 solicitation from a South Carolina attorney in my mail
21 in Miami. And the solicitation said that we can offer
22 you help, but I don't know.

23 Q. But that wasn't from McCabe Trotter?

24 A. No. No, no. It was a random solicitation like,
25 you know, one of those colored copy same color of a law

1 firm for help.

2 Q. Okay. And did you -- what did you think of that?

3 A. I didn't really think of anything, I just thought
4 it was junk.

5 Q. Okay. Did you know what a foreclosure sale even
6 was?

7 A. Well, I mean, I know what a foreclosure sale is,
8 but I didn't think it was going on in this case at all.
9 I actually didn't even know that you could foreclose for
10 an HOA fee, because then, for example in Florida, and
11 I've lived in New York as well before, you can't
12 foreclose on anything except for taxes, pretty much, and
13 a mortgage. Not even taxes, I don't think. Maybe
14 taxes, but definitely just a mortgage. I've never heard
15 of an HOA foreclosure.

16 MS. DOWNEY: All right. Those are all the
17 questions that I have of this witness, Your Honor.

18 THE COURT: It doesn't matter to me which order
19 you go in.

20 MR. WYMAN: I'll defer.

21 MR. HAYES: No, go ahead. And then I'll know
22 what I have to ask.

23 CROSS-EXAMINATION

24 BY MR. WYMAN:

25 Q. And I apologize, can you say your last name for

1 me one more time?

2 A. Semyonov, but you can call me Katherine.

3 Q. Katherine?

4 A. Yeah.

5 Q. Okay. I think the Court's fine with that.

6 Katherine, there's been a lot of testimony here today
7 about a repayment plan.

8 A. Yeah.

9 MR. WYMAN: May I approach the witness, Your
10 Honor?

11 THE COURT: Certainly.

12 BY MR. WYMAN:

13 Q. I made you a copy of what's been e-filed.

14 A. Yeah.

15 Q. Are you familiar with that document plan, ma'am?

16 A. Yes. That's the payment plan I received in an
17 e-mail.

18 Q. Okay. And you agreed that you signed that
19 document?

20 A. It was a Docusign.

21 Q. You electronically signed it?

22 A. Yes. But I didn't read through it.

23 Q. Okay, understood.

24 A. Signed it, yeah, but I didn't really read through
25 it.

1 Q. Okay, understood.

2 A. It was kind of a preferred thing.

3 Q. Understood. And at the top of that payment plan,
4 it does reference a case number, correct?

5 A. Yes.

6 MR. WYMAN: Okay. And, Your Honor, at this time
7 I would move -- formally move into evidence the copy of
8 the payment plan.

9 THE COURT: Can you hand that up?

10 THE WITNESS: Well, I mean, technically it says
11 224, but I don't know what that is.

12 THE COURT: It'll be Defendant's 1.

13 MR. WYMAN: Yes. Yes.

14 (Third Party Defendant's Exhibit Number 1,
15 Payment Plan, was marked for identification.)

16 (Third Party Defendant's Exhibit Number 1,
17 Payment Plan, was entered into the record.)

18 BY MR. WYMAN:

19 Q. I'm going to hand you what's been marked as
20 Defendant's 1, okay, because I will walk off with that.
21 And so you do see a case number at the top of that?

22 A. I see that it says that there, but I will have to
23 tell you that when I received this, at first I did not
24 process that that was the case number. I can understand
25 it is, but it's not something that -- it doesn't say

1 case number.

2 Q. You previously testified that you've looked up
3 the case.

4 A. I looked it up when Jean sent this to me.

5 Q. So you were able to locate it by the Common Pleas
6 case number?

7 A. No. I Googled his name.

8 Q. And part of this repayment agreement you
9 ultimately defaulted onto that term, you didn't make the
10 payments, correct?

11 A. I finished -- I made one payment for \$1900.

12 Q. And as to your role as administrator of the
13 decedent's estate, what, what steps did you take after
14 you were appointed to, to find assets and ---

15 A. I had -- I hired an attorney. And I knew I
16 didn't need to find assets. I knew what the assets
17 were. I was married to him for 20 years, but...

18 Q. Did you have the mail forwarded from all of his
19 various residences?

20 A. No, I did not.

21 Q. You did not change the mailing address?

22 A. No.

23 Q. So if things were being mailed to the property,
24 how would you know that?

25 A. I wouldn't.

1 Q. You wouldn't. How did you learn about the
2 delinquent assessments?

3 A. I started calling around.

4 Q. And I believe you testified that you did inform
5 Ms. Sykes of the payment plan after the, the
6 substitution of the administrators?

7 A. Yes, along with other things. It wasn't
8 something that was ---

9 THE COURT: All right. And, again, is Ms. Sykes,
10 also Carmen?

11 THE WITNESS: Yeah.

12 MR. WYMAN: Yes. I apologize, Your Honor.

13 THE COURT: I'm doing the best I can to keep this
14 record clean, but if everybody could refer to the same
15 people by the same name, that's going to help me out a
16 lot.

17 MR. WYMAN: Understood.

18 THE COURT: Thank you.

19 BY MR. WYMAN:

20 Q. And so you, you learned of the delinquent
21 assessments, correct?

22 A. Right.

23 Q. All right. And then you -- I believe you
24 testified that you contacted Ms. Woody; is that correct?

25 A. It was one of the lawyers that I contacted, yes.

1 MR. WYMAN: Yes. And if I may approach again,
2 Your Honor?

3 THE COURT: Certainly.

4 (Third Party Defendant's Exhibit Number 2,
5 Initial E-mails From Ms. Woody, was marked for
6 identification.)

7 BY MR. WYMAN:

8 Q. I'm handing you what's been marked as Exhibit 2,
9 can you please review that document?

10 A. Yes. That's my e-mail that I sent out to
11 multiple people, which says: My name is Katherine and I
12 am the current administrator of the Estate. I'm trying
13 to reach someone regarding past due Association fees.

14 That was basically like a cold call. I was
15 trying to -- and she responded to contact Ashley Green
16 and Sara Cosky (phonetic), copied in the e-mail, which
17 is probably when I e-mailed Sara actually.

18 Q. So you previously testified that Ms. Woody didn't
19 respond to you?

20 A. No. I said that Ms. Woody did not respond to me
21 after -- until May for one of her -- one of the e-mails
22 that I sent to her after this.

23 MR. WYMAN: And, Your Honor, at this time I would
24 move into evidence Exhibit 2, which is the e-mails, the
25 initial e-mails from Ms. Woody.

1 THE COURT: All right, so moved.

2 (Defendant's Exhibit Number 2 was entered into
3 the record.)

4 (Defendant's Exhibit Number 3, May E-mail From
5 Ms. Woody Concerning Notice of Foreclosure Sale, was
6 marked for identification.)

7 BY MR. WYMAN:

8 Q. Now I'm handing you what's been marked as Exhibit
9 3, are you familiar with that e-mail?

10 A. Yes. That's the May e-mail I spoke of earlier
11 when I -- when I received my e-mail from Kelley, which
12 doesn't have my reply to it.

13 Q. And what does that e-mail say?

14 A. From Ms. Woody, letting me know about a
15 foreclosure hearing and I responded to her that I'm no
16 longer the administrator and I provided her with the
17 contact number for Carmen Sykes.

18 Q. When was the foreclosure hearing set for?

19 A. June 6th.

20 MR. WYMAN: Your Honor, at this time I would move
21 into evidence Exhibit 3, which is the e-mail concerning
22 the notice of the foreclosure hearing.

23 THE COURT: All right.

24 (Defendant's Exhibit Number 3 was entered into
25 the record.)

1 BY MR. WYMAN:

2 Q. What did you do when you received that e-mail?

3 A. Well, I just said that I responded to this e-mail
4 with my own personal e-mail saying that I'm no longer
5 the administrator and I am -- I gave the contact
6 information for Carmen.

7 Q. Did you provide notice of this to Carmen?

8 A. Yes, I did.

9 Q. Okay. So you sent this e-mail to Carmen?

10 A. Yes.

11 Q. Okay. And you previously testified that the
12 payments that were made under the payment plan were,
13 were coming out of your own funds.

14 A. Yes.

15 Q. There also was, I believe, some testimony that
16 you paid for taxes. Do you contend that you paid for
17 the property taxes for the property?

18 A. Not for this particular property --

19 Q. Okay.

20 A. -- because when I called Greenville, they told me
21 that there was some time, and I was trying to budget
22 myself.

23 Q. Okay, understood. I just wanted to clarify for
24 the record, you did not pay any Greenville County
25 property taxes.

1 A. Not during my time as administrator.

2 Q. And we've talked about this a little bit. You
3 filed for divorce in February of, 2023; is that correct?

4 A. Yes.

5 Q. And did you have an attorney representing you in
6 that case?

7 A. Yes, I did.

8 Q. Did you -- did you have, like, an engagement
9 letter of that attorney when he agreed to represent you?

10 A. You mean, like, did I pay him a retainer?

11 Q. Yeah, correct.

12 A. He had his fees, yes.

13 Q. Yeah, okay. Yeah. And so you're familiar with
14 how you -- you previously testified that you have an
15 attorney that was representing you in the Estate
16 matters.

17 A. Yes, I did have one in New Jersey.

18 Q. And you had an attorney representing you in the
19 Family Court matters?

20 A. Yes.

21 Q. So you're familiar with how to hire an attorney?

22 A. Yeah.

23 MR. WYMAN: Your Honor, I believe that is all the
24 questions that I have for Ms. Semyonov.

25 THE COURT: Mr. Hayes?

1 CROSS-EXAMINATION

2 BY MR. HAYES:

3 Q. I just have a couple. Ms., is it Semyonov?

4 A. Yes, that's fine.

5 MS. DOWNEY: Katherine. Katherine.

6 BY MR. HAYES:

7 Q. Katherine, when you contacted McCabe, Trotter and
8 Beverly, I think you said it was in December of 2024?

9 A. Yes.

10 Q. Okay. Did they talk to you right away or did
11 they request anything from you before they would talk to
12 you?

13 A. I think they did request an administration fee
14 first.

15 Q. So they requested letters of administration?

16 A. Yes, to prove who I was.

17 Q. Okay. To show that you had the authority to talk
18 with them about the account?

19 A. To talk to them, yes.

20 Q. Okay. And after you sent the letters of
21 administration to them, how long was it before they got
22 back in touch with you and, offered you a payment plan?

23 A. It might have been a day, I'm not sure.

24 Q. Within a day?

25 A. Probably within a day.

1 Q. Okay. All right.

2 Your Honor, I have no further questions.

3 THE COURT: Any other questions?

4 MS. DOWNEY: Just a few, Your Honor.

5 REDIRECT EXAMINATION

6 BY MS. DOWNEY:

7 Q. Katherine, if you'd look at Exhibit 1, which was
8 the letter from McCabe Trotter.

9 A. Uh-huh.

10 Q. You were describing that now you see that there
11 are numbers that you understand now to be a case number.

12 A. Right.

13 Q. When you have this Docusigned, did anybody
14 mentioned foreclosure to you?

15 A. No.

16 Q. And when you were reviewing the Docusign, were
17 you looking on your phone or on your computer or how did
18 you find the Docusign?

19 A. It was on my phone, actually.

20 Q. On your phone?

21 A. Yeah.

22 Q. Okay. So it wasn't a large screen?

23 A. No. To be perfectly honest, maybe it's a little
24 stupid, but I just clicked through it.

25 Q. Okay. So at the time did you even notice the

1 numbers?

2 A. I didn't even pay attention to it. And even if I
3 -- honestly, if you give it to me right now, I would
4 just think that that's the installment payment plan
5 agreement number.

6 Q. All right. And then that's fair and it's on the
7 payment plan number. And consistent with that, does it
8 say foreclosure at the top?

9 A. No.

10 Q. And does it say case number at the top?

11 A. No.

12 Q. And does it say County of Greenville?

13 A. I don't see any of that, no.

14 Q. So if you saw this number, is it your testimony
15 that you might have thought that it was the installment
16 plan number?

17 A. Yes.

18 MS. DOWNEY: Okay. Those are all the questions I
19 have. Yes. Okay. Those are the only questions I have.

20 THE COURT: Any other questions?

21 MR. WYMAN: Just briefly, Your Honor.

22 RECROSS-EXAMINATION

23 BY MR. WYMAN:

24 Q. How did you learn the property had been sold in a
25 foreclosure sale?

1 A. I actually got a phone call from a neighbor, and
2 he said why didn't you tell me that the property was
3 going under for sale, I would have bid on it.

4 Q. And what is that neighbor's name?

5 A. Philip.

6 Q. Is it Mr. Ziganto?

7 A. Yes.

8 Q. Thank you. And what date was that? Do you
9 remember what date that was?

10 A. That was the day after, maybe even the evening of
11 the sale.

12 MR. WYMAN: All right. No further questions,
13 Your Honor.

14 THE COURT: All right. Thank you, ma'am, you can
15 step down.

16 THE WITNESS: Uh-huh. Do I take these?

17 THE COURT: Ma'am?

18 THE WITNESS: Do I take these?

19 THE COURT: Yeah. Just leave all of those up
20 there for now.

21 THE WITNESS: Oh.

22 (Witness leaves witness stand.)

23 THE COURT: All right. Call your next witness.

24 MS. DOWNEY: Thank you, Your Honor. Next I will
25 call Carmen Sykes.

1 THE COURT: All right. Ma'am, if you would raise
2 your right hand, please? (Complies.) Do you swear or
3 affirm to tell the truth, whole truth, and nothing but
4 the truth?

5 A. I do.

6 Q. All right. And I will note that she is
7 testifying via Zoom over the objection, pre-trial
8 objection of Mr. Wyman, and the Court has previously
9 ruled that based upon the fact that there were two
10 out-of-state witnesses, that this is a tailor-made case
11 for Zoom proceedings. So I just wanted to make sure
12 you're protected on the record.

13 MR. WYMAN: Thank you, Your Honor.

14 THE COURT: All right, your witness. Well, let
15 me back up. State your full name, please.

16 THE WITNESS: Carmen Cortes-Sykes.

17 THE COURT: S-y-k-e-s?

18 THE WITNESS: That is correct, Your Honor.

19 THE COURT: Thank you.

20 CARMEN CORTES-SYKES,
21 having been duly sworn, testified as follows:

22 DIRECT EXAMINATION

23 BY MS. DOWNEY:

24 Q. For consistency, is it okay if we all call you
25 Carmen?

1 A. Absolutely.

2 Q. Thank you. Could you tell me what your
3 relationship to this case is, please?

4 A. I have been appointed by the Court as the court
5 appointed administrator for the Estate.

6 Q. Okay. And I don't know where the camera is. I'm
7 just looking at a random screen. Are you seeing my
8 back, or are you seeing ---

9 A. No, I can see your face. I see the front of you.

10 Q. Okay. I just wanted to make sure.

11 THE COURT: The cameras are -- just, the cameras
12 are up here.

13 MS. DOWNEY: Oh, okay.

14 THE COURT: They're supposed to bounce around to
15 all the lawyers.

16 MS. DOWNEY: Oh, okay. Well, I think they're
17 doing a good job then.

18 THE COURT: All right.

19 BY MS. DOWNEY:

20 Q. Okay. And so you were the court appointed
21 administrator for the Estate, and what Estate is that?

22 A. That is for the Estate of Rajiv Lakhaneey.

23 Q. And as the court appointed administrator of that
24 Estate, is that the probate estate or a different
25 estate?

1 A. It's the probate estate.

2 Q. And is that in New Jersey?

3 A. Yes, it is.

4 Q. Okay. And how did they decide that was going to
5 be in New Jersey?

6 A. I'm sorry, I couldn't hear you.

7 Q. Why is it in New Jersey?

8 A. My understanding is Mr. Lakhanev resided a good
9 portion of his life in New Jersey as well. He had a New
10 Jersey address that he maintained. I am not sure where
11 he was living at the time of his death consistently
12 because I know he was traveling back and forth. But I
13 do know that his death occurred in New Jersey. It
14 actually occurred in his apartment in New Jersey.

15 Q. All right. It was an accidental death?

16 A. He died of fentanyl intoxication.

17 Q. Yeah, that's terrible. All right. So you were
18 appointed on January the 22nd, 2025; is that correct?

19 A. That's correct. That's the date the order was
20 signed. I think it took a couple of weeks for me to get
21 it thereafter.

22 Q. All right. And I'm going to just let you know,
23 if you don't know already, this foreclosure case was
24 filed on August the 12th, 2024, so that would have been
25 before you became the administrator. And when you

1 became the administrator, did you know about the
2 foreclosure?

3 A. I did not.

4 Q. Okay. And then tell me what you did once you
5 became the administrator to learn about debts of the
6 decedent?

7 A. When I received the papers from the court
8 appointing me, I also received documentation from
9 counsel for Katherine and also a GAL that had been
10 assigned for the daughter, Gabby, in New Jersey. There
11 was a -- there still is actually a pending court docket
12 where they want information as to the assets of the
13 Estate and what has been done to protect those assets.
14 So when I received the papers appointing me, I think
15 thereafter, within two to three weeks, there was a court
16 appearance where the Court had all counsel present. And
17 it was almost an introduction as to letting me know what
18 needed to be done and the volume of things that were
19 involved in the particular case.

20 Q. And could you describe that a little bit more as
21 to what your work was like?

22 A. Yes. To, to put it mildly, it was a very
23 complicated situation. There was a -- not only the
24 situation with Katherine having been named originally
25 administrator and there being some contested issues with

1 that, but there was also the subject of equitable
2 distribution that was still outstanding. So the Court
3 was trying to be very careful in maintaining both the
4 probate part and the equitable distribution part
5 separately. I had been dealing specifically with
6 Katherine's attorney, who comprised a list of what the
7 known assets were.

8 Basically, all I received initially was an order
9 and nothing more. No documentation, nothing was
10 provided to me. So I was relying on counsel for
11 Katherine to provide me as much information as possible.
12 She, she did supply to me a letter that listed numerous,
13 numerous properties and numerous debt that was
14 outstanding as well.

15 Q. And did you think that Katherine had any
16 transition type role to assist you?

17 A. No, not really. Initially it was -- it was told
18 to me that there had been a consent order executed
19 between Katherine and the brother because there was all
20 kinds of dilemmas and problems and accusations going
21 back and forth. It was only after numerous court
22 appearances and learning of the extent of the debt and,
23 and the problems that existed in the case that I
24 actually asked Katherine's attorney for permission to
25 contact Katherine directly because she was aware of a

1 little bit more of the information and would be helpful
2 in getting that to me and getting some resolution as
3 quickly as possible.

4 Q. Do you remember that time frame?

5 A. I, I think I didn't meet Katherine, I would say
6 maybe April, late April.

7 Q. All right. And ---

8 A. She actually came up from Florida and I met her,
9 because I had no keys to the apartment in Fort Lee. I
10 had no keys to vehicles. She had all of that, and she
11 did bring it up to me all.

12 Q. All right. And do you know why she would have
13 had all of that?

14 A. I believe because she had been named
15 administrator initially.

16 Q. Okay. And when you became an -- appointed the
17 administrator, did you have money, or did you just have
18 debt?

19 A. Only debt. There was no money.

20 Q. Do you remember when you started getting money?

21 A. I was able to collect on a life insurance policy,
22 I believe it was late June of 2025.

23 Q. So is it fair to say that from January to when
24 you were meeting with Katherine that you were just
25 trying to establish debt that was owed?

1 A. That's correct.

2 Q. And then what happened between when you met with
3 Katherine, maybe in April, and when the life insurance
4 money came in? What was your primary role?

5 A. Well, I was still trying to find out what
6 properties were owned -- were owned by the Estate.
7 There were a number of properties owned in his name
8 individually. There were a couple of LLC's, which
9 complicated the matter. So it was still trying to
10 compile a list of properties, trying to find out what
11 the debt was, and trying to see if I could access some
12 money so that I could start bringing some of these
13 amounts current.

14 Q. Do you remember when you became aware that this
15 property existed?

16 A. If, if I had to give an estimate, I would say
17 sometime in April when I was getting the list from, from
18 the attorney, I think it was identified as one of the
19 properties on the list.

20 Q. And tell me what you did after you learned that
21 this was a property on the list.

22 A. Well, not only this particular property. I mean,
23 you have to understand, I was getting a host of e-mails
24 just identifying properties and telling me there were
25 taxes owed, there were taxes owed. So it was never

1 anything specifically with this particular property. It
2 was just identifying numerous properties and the various
3 issues that existed.

4 I was doing the, the best that I could to try and
5 make sense of what would -- what Katherine was
6 interested in in terms of equitable distribution and
7 what other properties I could go ahead and try and sell
8 as quickly as possible to be able to have some funds
9 available for the Estate.

10 Q. Was Katherine interested in this property?

11 A. I believe it was listed as one of the properties
12 that she was interested in for equitable distribution.

13 Q. And do you have any idea what she was going to do
14 with the property?

15 A. I don't.

16 Q. All right.

17 A. I never had those conversations with her.

18 Q. Okay. And talk us through what you think you did
19 as far as discovering this HOA debt on the property.

20 A. I believe sometime in, in June -- or it may have
21 been late May, Katherine sent, like I said, an e-mail
22 that was just, it was a general e-mail talking about
23 debt that was owed. And she -- I remember identifying a
24 Ms. Woody for the first time that I believe had been
25 assigned as a GAL. I wasn't sure what exactly that

1 meant because obviously in South Carolina law -- I know
2 what a GAL in New Jersey is, but I was unsure.

3 Katherine had also indicated to me that she had
4 entered a payment plan, but I never saw the payment
5 plan. It was just a general statement that she had
6 entered it and she -- and she could no longer pay it. I
7 then tried to find out what exactly -- my understanding
8 was there was just outstanding taxes. Then immediately
9 thereafter, I would say probably like, in, July, I
10 started trying to call this attorney who had been
11 identified as the GAL. Katherine had indicated to me
12 that she had supplied my contact information and I would
13 be contacted. I never received any calls, any e-mails,
14 nothing.

15 I then started -- I Googled actually, Ms. Woody,
16 to try to get some information, and I left numerous
17 messages, never got any response, so I didn't know if it
18 was outstanding taxes. I was really unsure as to what
19 the debt was.

20 Q. And did you have any information from McCabe
21 Trotter?

22 A. I didn't. I didn't contact McCabe Trotter until
23 after the sale had gone through. I think I was
24 notified. If I'm not mistaken, the sale went through on
25 the 4th of August. I was notified either that afternoon

1 or it may have been the very next day, and I immediately
2 started trying to make phone calls. It did take a few
3 days, but then I was able to get some contact at McCabe
4 Trotter, and I did speak to the -- to the gentleman at
5 that point.

6 Q. All right. And in looking at this property, did
7 you look around for the value of the property?

8 A. I have been supplied values from Katherine's
9 attorney. And shortly thereafter, maybe about two
10 months later, I contacted a realtor to give me a, a
11 value as to all properties that were owned by Mr.
12 Lakhanev.

13 Q. And based on the information, what value are you
14 thinking the property could be worth?

15 MR. WYMAN: Same objection.

16 THE WITNESS: The document that I received ---

17 MR. WYMAN: Objection.

18 THE COURT: Hold on.

19 MR. WYMAN: This is hearsay, Your Honor. This is
20 really...

21 THE COURT: And, Ms. Downey, what's your response
22 to this witness being able to ---

23 MS. DOWNEY: She's an administrator, so she's in
24 a professional position to divide assets.

25 THE COURT: Is there any case law in South

1 Carolina that gives an administrator that standing or
2 that ability to testify?

3 MS. DOWNEY: I'm not aware of any one way or the
4 other, Your Honor.

5 THE COURT: Okay, thank you. Yeah, I'm gonna,
6 again, take it under advisement.

7 MR. WYMAN: Understood, Your Honor.

8 THE COURT: You're protected on the record. You
9 may proffer.

10 BY MS. DOWNEY:

11 Q. Can you just describe what you know or what you
12 believe as to the value, based on your understanding?

13 A. Sure. My understanding is that the property was
14 valued at a \$176,000 in its condition as is.

15 Q. All right. And have you done your own search on
16 any other source as to the value of the property?

17 A. I have not, other than the realtor that I just
18 explained a few minutes ago I contacted to give me a
19 value on the number of properties that Mr. Lakhane
20 owned.

21 MS. DOWNEY: All right. Those are all the
22 questions I have.

23 THE COURT: All right. Mr. Wyman?

24 MR. WYMAN: Thank you.

25 If I could have this marked as Exhibit 4.

1 (Third Party Defendant's Exhibit Number 4, Case
2 Detail Printout, was marked for identification.)

3 MR. WYMAN: Your Honor, what I've marked as
4 Exhibit 4, which Ms. Downey stipulated to the
5 admissibility is the case summary that was provided
6 under subpoena from McCabe Trotter. So it's their case
7 management system.

8 THE COURT: All right.

9 MS. DOWNEY: And I'm just curious, are you using
10 this to question her?

11 MR. WYMAN: I will.

12 MS. DOWNEY: Okay.

13 MR. WYMAN: And, Your Honor, I'm gonna apologize
14 on the record if I mess up the virtual. For that I
15 apologize.

16 THE COURT: All right. Give my court reporter a
17 moment to get it active.

18 MR. WYMAN: Of course.

19 THE COURT: All right.

20 CROSS-EXAMINATION

21 BY MR. WYMAN:

22 Q. Carmen, I don't believe you can see me now,
23 correct?

24 A. I cannot.

25 Q. Yeah, okay. Just briefly by way of background,

1 you previously testified that you did not have any
2 communications with anybody in South Carolina affiliated
3 with this property in April, May, or June of 2025; is
4 that correct?

5 A. I don't believe so. I mean, I had made phone
6 calls with regard to a number of properties, but I have
7 no recollection of this particular property.

8 Q. For the record, what is your office telephone
9 number?

10 A. 973-742-1076.

11 Q. Are you able to see that on the screen, just the
12 document in general?

13 A. I cannot. It is tiny.

14 Q. Okay. How about if we zoom in, does that get any
15 better?

16 A. No, it does not. I still can't see it.

17 Q. How about now?

18 A. Maybe you can try a little bit closer.

19 MR. WYMAN: I don't see how we're going to do
20 this, Your Honor.

21 THE WITNESS: I see my name, but that's about all
22 I see.

23 BY MR. WYMAN:

24 Q. Okay. Let me...

25 A. I see. I see a little bit.

1 Q. Okay. I'm going to represent to you, since
2 you're not here, is that there's an entry in the McCabe
3 Trotter case summary that had returned a phone call to
4 you on June 5th of 2025. Does that refresh your
5 recollection? Of twenty -- 25. Does that refresh your
6 recollection?

7 A. It does not.

8 Q. Not -- and it also provides your, your telephone
9 number. It lists there that it, it lists your office
10 number, which you just testified to.

11 A. That's, that's the number. That's my number.

12 Q. And I believe you heard Ms. Semyonov's testimony
13 that she forwarded you the Notice of Hearing that Ms.
14 Woody had sent her; is that correct?

15 A. That's correct.

16 Q. And so it's fair to say that you called McCabe
17 Trotter after you received that foreclosure hearing
18 notice, correct?

19 A. Again, I have no specific recollection, but it is
20 possible that I may have called.

21 Q. So it's, it's possible, and it's because, again,
22 you, you don't -- you don't dispute that Katherine sent
23 you the, the e-mail, correct, of the hearing notice?

24 A. No, I don't.

25 MR. WYMAN: Your Honor, I don't have any other

1 questions for Ms. Sykes.

2 MS. WOODY: Your Honor, may I speak?

3 THE COURT: No, ma'am. Only as a witness when
4 you're placed under oath.

5 MS. WOODY: Okay. Are y'all gonna call me as a
6 witness?

7 THE COURT: All right, Mr. Hayes?

8 MR. HAYES: Your Honor, the only thing I have
9 speaking to -- is it Carmen?

10 THE COURT: Can we just -- if you want to adjust
11 the screen.

12 CROSS-EXAMINATION

13 BY MR. HAYES:

14 Q. Carmen, the only thing I was asked about was the
15 telephone call that Mr. Wyman was asking about.

16 A. Yes.

17 Q. Do you -- was there anything wrong with your
18 phone on June the 5th of 2025?

19 A. Not that I'm aware of.

20 Q. Okay. And you don't recall getting a telephone
21 call from anyone at McCabe Trotter and Beverly?

22 A. No, I don't. I think it said they wouldn't leave
23 a message.

24 Q. Okay. All right. Thank you.

25 THE COURT: Anything else?

1 MS. DOWNEY: Your Honor, the only thing that I
2 want to do with this exhibit is to point out page 22 ---

3 THE COURT: Well, any other questions of this
4 witness?

5 MS. DOWNEY: I don't know if I need to ask this
6 witness a question. I'm gonna -- no, I don't have
7 anything. But I, I did want to point out something
8 about the exhibits that Mr. Wyman was using before we
9 move on from the exhibits.

10 THE COURT: All right.

11 MS. DOWNEY: Would you like me to do that now?

12 THE COURT: Well, do you have any other
13 witnesses?

14 MS. DOWNEY: I do not.

15 THE COURT: Okay. Yeah, I'll be glad to hear
16 from you.

17 MS. DOWNEY: One minute, Your Honor. Your Honor,
18 I don't have any other witnesses.

19 THE COURT: And if it's something involving that
20 exhibit, you can certainly have Mr. Hayes be placed
21 under oath and ask him whatever question you might have
22 about his office records.

23 MS. DOWNEY: All right. I would like to do that.

24 MR. HAYES: I can do that or Ashley Green is up
25 there.

1 MR. WYMAN: Your Honor, that's why we have Ms.
2 Green.

3 THE COURT: You're protected, bookmarked in the
4 record.

5 MS. DOWNEY: All right.

6 THE COURT: We'll come and ---

7 MR. HAYES: But I'll be glad to answer them. I
8 mean, I know I'm not supposed to be a witness if I'm an
9 attorney here, but...

10 THE COURT: Well, as long as someone from your
11 office is here, then Ms. Downey would have that right.
12 We'll certainly get that in just a few minutes.

13 MR. HAYES: Okay.

14 MS. DOWNEY: All right. Then ---

15 THE COURT: Or if you'd rather, go ahead and do
16 it now.

17 MS. DOWNEY: Let's go ahead and do it now. I'll
18 call Ms. Green.

19 THE COURT: All right. Ms. Green, if you'd raise
20 your right hand. (Complies.) Do you swear or affirm to
21 tell the truth, whole truth, and nothing but the truth?

22 THE WITNESS: I do.

23 THE COURT: State your full name.

24 THE WITNESS: Ashley Green.

25 THE COURT: All right, your witness.

1 ASHLEY GREEN,
2 having been duly sworn, testified as follows:

3 DIRECT EXAMINATION

4 BY MS. DOWNEY:

5 Q. Hi, Ms. Green. I am referring to the exhibit
6 from your law firm. I believe that's Exhibit 4.

7 THE COURT: And, I'm sorry. Ms. Green, if you
8 would state what you do and who you do it with. That's
9 probably ---

10 THE WITNESS: I'm sorry?

11 BY MS. DOWNEY:

12 Q. Could you tell us where you work?

13 A. I work at McCabe, Trotter, and Beverly. I'm an
14 attorney.

15 Q. And what is your role as an attorney? What do
16 you do there?

17 A. I handle our firm's collection practice.

18 Q. And were you involved in any respect with the
19 foreclosure that we're talking about today?

20 A. Yes.

21 Q. And how is that?

22 A. I was the attorney responsible for the
23 foreclosure and I came to the foreclosure hearing.

24 Q. All right. And are you familiar with the records
25 that were produced by subpoena?

1 A. Yes.

2 Q. Did you produce those records?

3 A. Our firm produced them.

4 Q. Are they ordinary business records?

5 A. Yes.

6 Q. And you don't have any reason to think that
7 they're untrue or they've been altered or anything like
8 that?

9 A. No.

10 Q. Okay. Do you have a copy of the record with you?

11 A. Yes.

12 Q. Could you look on the next to last page, there's
13 an entry of August the 7th, 2023. It's the, the last
14 e-mail that's showing there. Could you tell me what was
15 going on?

16 THE COURT: I'm sorry, which page of the exhibit
17 is it?

18 MS. DOWNEY: It's the very next to last page.
19 It's page 22 of 23 of Exhibit 4, which is the records
20 from McCabe Trotter.

21 THE COURT: Okay.

22 THE WITNESS: Which entry are you speaking about?

23 BY MS. DOWNEY:

24 Q. The last -- so there are two things going on --
25 well, you can just start on August the 7th, 2023. It

1 looks like Monique from your office, is she an attorney?

2 A. No. She is a paralegal that formerly worked at
3 the firm.

4 Q. Okay. And it looks like she's maybe having some
5 communication with the deceased; is that correct?

6 A. That's correct.

7 Q. And did you tell me about that? Would you just
8 read what's going on?

9 A. It looks like Mr. Lakhaney had reached out to our
10 office stating that his account was paid in full, and
11 Monique responded to him, telling him that he still had
12 a balance on that account.

13 Q. And how much was that balance?

14 A. \$151.12.

15 Q. And what happens after that?

16 A. When the account wasn't brought current, the
17 foreclosure was initiated the following year.

18 Q. Okay. But still on August the 7th, 2023 I see
19 where he replied back to Monique. I'm just gonna read
20 it, just to be speedy and then you tell me if I miss
21 anything.

22 It says: Thanks for the e-mail. I went ahead
23 and paid -- and made the payment in full. Please
24 confirm I am now caught up through July 31st. Also, I
25 will pay August directly to the HOA. Is that, is that

1 before she says the 151 ---

2 A. If you look at it, the e-mail is dated August
3 4th, so Monique's response is in response to his e-mail.

4 Q. Okay. So, so when you said it was in response to
5 his e-mail, that meant you had a good e-mail for him?

6 A. Yes.

7 Q. Okay. Because Monique's response was replying to
8 him and he was replying to her. So we know the e-mail
9 was good at that time?

10 A. Correct.

11 Q. Okay. Now, show me where in all of these pages
12 when the loan got behind you e-mailed him and told him
13 it was behind before this foreclosure.

14 A. Our last communication with him would have been
15 the balance -- the e-mail, again, telling him that he
16 still had a balance.

17 Q. Is that on August the 7th, 2023?

18 A. That's correct.

19 Q. Okay. So, so in August of 2024, nobody e-mailed
20 him and said, hey, we're gonna have to foreclose if you
21 don't pay your balance?

22 A. No. Notices were sent via mail.

23 Q. Okay. But you had the e-mail and nobody
24 e-mailed; is that right?

25 A. We're not obligated to communicate with an owner

1 via e-mail. You just have to send those notices in
2 writing, which we did.

3 MS. DOWNEY: All right. Those are the only
4 questions I have, Your Honor.

5 THE COURT: Mr. Wyman?

6 MS. WYMAN: I don't have any questions for Ms.
7 Green.

8 MR. HAYES: I just have a couple, Your Honor.

9 CROSS-EXAMINATION

10 BY MR. HAYES:

11 Q. Ms. Green, the foreclosure warning letter, when
12 was it sent to Mr., is it, Lakhaney?

13 A. It was sent on May 28th, 2024.

14 Q. Okay. And it warned Mr. -- the deceased of the
15 fact that foreclosure was going to be starting on his
16 property if payment was not paid; is that correct?

17 A. That's correct.

18 MS. DOWNEY: And, Your Honor, I object to this,
19 because I don't have any problem with Mr. Hayes saying
20 that his notes reflect that, but there's no exhibit
21 showing that anything was actually sent out. It's just
22 the notes.

23 MR. HAYES: Your Honor, I think there actually
24 is. I think at least I produced this in the discovery
25 to Mr. Wyman. It was a foreclosure ---

1 THE COURT: Well, do one of you have a copy you
2 can provide to Ms. Downey?

3 MR. HAYES: Yes, sir. It'll be number three on
4 the list.

5 THE COURT: And, and just for the record, you
6 showed us some document. Was that the May 28, 2024
7 letter or a reference to it?

8 Your Honor, that's correct. It was the May 28,
9 2024 letter that was -- I think it's part of the record
10 now, isn't it?

11 MR. WYMAN: Your Honor, I did not upload all of
12 the documents as exhibits. I'm certainly happy to
13 supply them afterwards, but I do have PDF copy.

14 THE COURT: Ms. Downey, does that dissuade your
15 concern?

16 MS. DOWNEY: Yes, Your Honor. That was to the
17 letter that was mailed to the decedent in South
18 Carolina, not New Jersey.

19 MR. HAYES: Did you -- Jason, did you make this a
20 part of the record?

21 MR. WYMAN: I did not make all of the documents
22 produced. I had the exhibits that I intended to use in
23 my case, but I'm certainly happy to upload all of the
24 exhibits.

25 MR. HAYES: Your Honor, I would like this letter

1 to be part of the record.

2 THE COURT: All right. You can hand it up to my
3 court reporter.

4 MR. HAYES: Okay.

5 THE COURT: And that will be defendant -- or,
6 excuse me, Plaintiff's.

7 MR. HAYES: Plaintiff's 1.

8 (Plaintiff's Exhibit Number 1, May 28, 2024
9 Letter to Mr. Lakhaney, was marked for identification.)
10 (Plaintiff's Exhibit Number 1 was entered into
11 the record.)

12 THE COURT: All right. Any other questions, Mr.
13 Hayes?

14 BY MR. HAYES:

15 Q. Just one regarding the telephone call in, I think
16 it was, June the 5th of 2025. Ms. Green, do you --
17 there's an entry in the records, in the our case detail
18 print that shows a telephone call on August the 5th --
19 excuse me, June the 5th of 2025. Did you make that
20 entry?

21 A. Yes, I did.

22 Q. Okay. Can you read that entry?

23 A. I have to go back through. It says: Returned
24 call to Carmen Cortes, she is administrator for the
25 homeowner's Estate. And the telephone number I left is

1 mine, 973-742-1077. I made a full and complete message.
2 The phone just kept ringing and then a busy signal came
3 on.

4 Q. Okay, thank you.

5 I don't have any further questions, Your Honor.

6 THE COURT: Ms. Downey, any questions?

7 MS. DOWNEY: No further questions, Your Honor.

8 THE COURT: Mr. Wyman?

9 MR. WYMAN: Nothing further for Ms. Green.

10 THE COURT: Okay, thank you.

11 So now, Ms. Downey, any other witnesses, any
12 other evidence?

13 MS. DOWNEY: No, sir, Your Honor.

14 THE COURT: Okay. All right. Doesn't matter to
15 me, Mr. Hayes, Mr. Wyman?

16 MR. HAYES: Go ahead and do it.

17 MR. WYMAN: Your Honor, can we have a comfort
18 break, Your Honor?

19 THE COURT: Pardon me?

20 MR. WYMAN: A comfort break, Your Honor?

21 THE COURT: I'm comfortable.

22 MR. WYMAN: I beg the Court's indulgence. And,
23 Your Honor, I don't ---

24 THE COURT: We'll take a ten-minute break.

25 MR. WYMAN: Thank you, Your Honor.

1 THE COURT: We'll start back at 10:30.

2 MR. WYMAN: Your Honor, may Ms. Green be excused,
3 if necessary?

4 THE COURT: As long as all the parties agree.
5 I'm fine with both witnesses, but I'm gonna let the
6 lawyers do that.

7 MS. DOWNEY: Yes, Your Honor, I'm fine with Ms.
8 Green being excused and Ms. Carmen can stay on the line
9 if she'd like or be excused either way. I would like
10 that there's not discussion during this bathroom break.
11 That would be ---

12 THE COURT: Absolutely. Lawyers can't talk with
13 clients; clients cannot talk with lawyers.

14 MR. HAYES: Your Honor, I just want to make sure
15 this May 28, 2024 record -- letter is part of the
16 record.

17 THE COURT: That's my understanding. My court
18 reporter has marked it.

19 MR. HAYES: Thank you.

20 THE COURT: All right.

21 MR. HAYES: And is admitted into evidence?

22 THE COURT: Ten-minute break. So moved.

23 (Recess was had from 10:21 a.m. - 10:32 a.m.)

24 THE COURT: All right. Call your next witness.

25 MR. HAYES: Your Honor, I'd like to call Kelley

1 Woody to the stand.

2 THE COURT: All right. Let me -- and I apologize
3 for interrupting y'all when I was telling you to call
4 your next witness. The gentleman who's waiting here
5 under subpoena, can we go ahead and get him in and out
6 so we don't keep him any longer?

7 MR. WYMAN: I'm happy to do that, Your Honor. We
8 were talking about that. I'm happy to go ahead and put
9 him on the stand now.

10 THE COURT: Are you okay? I know Ms. Woody has a
11 very busy schedule. She's a lawyer, she's waiting. If
12 we could have one less person here under subpoena.

13 MR. HAYES: That, that's fine, Your Honor.

14 THE COURT: All right, thank you. I appreciate
15 your indulgence.

16 (Witness comes forward.)

17 THE COURT: Sir, if you'll come around here,
18 please.

19 THE WITNESS: Okay.

20 THE COURT: If you'll place your left hand on the
21 Bible. (Complies.) All right. Do you swear to tell
22 the truth, whole truth, and nothing but the truth?

23 THE WITNESS: Yes, sir.

24 THE COURT: Are you gonna be able to get up the
25 steps?

1 THE WITNESS: Yeah, that's no problem.

2 THE COURT: Okay. If you'll please state your
3 full name?

4 THE WITNESS: Philip George Rob Ziganto.

5 THE COURT: All right. Spell the last name.

6 THE WITNESS: Z-i-g-a-n-t-o.

7 THE COURT: All right. And apparently you had
8 filed a Motion to Quash earlier. I certainly want to
9 give you an option to put that on the record, so I'll be
10 glad to hear from you.

11 THE WITNESS: Yes, I have it here. And I also
12 have the response e-mail from Mr. Wyman. I was issued a
13 subpoena on -- late on Thursday, so I didn't have, you
14 know, enough time. Do I pass this to you or...

15 THE COURT: I'm fine if you just want to briefly
16 state your objection or the substance of your Motion to
17 Quash.

18 THE WITNESS: Basically that I'm not a party to
19 the case. My only involvement to the case, my only
20 involvement was acting as his realtor when he purchased
21 the property and helping out with a couple of other
22 investment properties he had in the area.

23 THE COURT: Okay.

24 THE WITNESS: But, yeah, I mean pretty much that
25 I don't really have much to do with the, with the case.

1 THE COURT: All right. Well, let's see what
2 questions they have.

3 THE WITNESS: Okay.

4 THE COURT: And we'll just move ahead, Okay.
5 All right, Mr. Wyman, your witness.

6 MR. WYMAN: Thank you.

7 PHILIP GEORGE ROB ZIGANTO,
8 having been duly sworn, testified as follows:

9 DIRECT EXAMINATION

10 BY MR. WYMAN:

11 Q. Can you please state your full name for the
12 record?

13 A. Philip Ziganto.

14 Q. And where do you work at, Mr. Ziganto?

15 A. I'm a realtor with ReMax Results.

16 Q. And where are you a realtor and where?

17 A. The Upstate.

18 Q. The Upstate of South Carolina?

19 A. Uh-huh.

20 Q. And where do you currently reside?

21 A. I live at 4 Spinnaker Court. So I was a neighbor
22 and friend to Rajiv as well.

23 Q. And that was the decedent?

24 A. That's the -- yeah, Lakhaney.

25 Q. How do you say his last name again, I apologize.

1 A. Lakhane y.

2 Q. Lakhane y?

3 A. Lakhane y.

4 Q. You, you said you were a friend of Mr. Lakhane y.

5 A. Yes.

6 Q. And you said you're a realtor.

7 A. Uh-huh.

8 THE COURT: Sir, if you, if you would answer yes
9 or no. My court reporter is so talented, but sometimes
10 on the tape it says uh-huh and huh-uh sound the same,
11 same way.

12 THE WITNESS: I understand.

13 THE COURT: All right, thank you.

14 THE WITNESS: Uh-huh.

15 BY MR. WYMAN:

16 Q. So have you had the opportunity to, to -- you
17 said you worked with Mr. Lakhane y?

18 A. I did.

19 Q. And in what role was that?

20 A. I acted as his realtor and property manager for
21 some renovations that he had done in the past.

22 Q. A property manager as well?

23 A. Uh-huh.

24 Q. And what property was he renovating?

25 A. We, we started working together about eight years

1 ago, so we did several over the years.

2 Q. How many properties, if you know, did he own in
3 South Carolina?

4 A. To my knowledge, he owns two mobile homes. He, I
5 guess, he has 36 Spinnaker and then a home in
6 Simpsonville.

7 Q. And you, I believe you mentioned that you helped
8 him purchase the, the property that's at issue here
9 today?

10 A. I did, yes.

11 Q. You were his realtor for that?

12 A. Yes.

13 Q. Do you remember how much it sold for?

14 A. It was an auction. It was a foreclosure. I'm
15 not sure exactly how much. I think it was, I think it
16 was -- I'm not exactly sure. I think it was on
17 Zone.com, I believe. So it was -- I didn't really act
18 as a realtor on his behalf for that one because that was
19 one where you could purchase it yourself. It's an
20 online auction sale, so I'm not sure if he put me down
21 as realtor. I know there's no, no commission, but...

22 Q. So you never received a commission from that,
23 from that sale?

24 A. I don't think so.

25 Q. But you have received commission from other

1 sales?

2 A. Yes, I have. Uh-huh.

3 Q. And related to this specific property, you said
4 that you live in the same -- you live in Harbor Town.

5 A. I do.

6 Q. Is that correct?

7 A. Uh-huh.

8 Q. And how close do you live to 36?

9 A. Oh, it's right down the block, 200 yards maybe.

10 Q. And you said you've been friends with him before
11 for about eight years?

12 A. We went to high school together.

13 Q. You went to high school?

14 A. Uh-huh, yeah.

15 Q. Okay. Where did you go to high school?

16 A. Wenonah High School in Wenonah, New Jersey.

17 Q. Oh. And what brought you down to South Carolina,
18 Mr. Ziganto?

19 A. My sister moved down here and I came down and
20 visited and then I liked it. That was about 15 years
21 ago.

22 Q. Okay. So referencing this property, after, after
23 Mr. Lakhaney passed away, what steps have you taken with
24 regards to the family or the Estate?

25 A. Not much, really. I, I sent them basically a

1 list of the properties that he had here, you know, so
2 they were aware and just -- you know, so I'm not sure if
3 the taxes had been paid or the HOA.

4 Q. And who did you provide that information to?

5 A. I'm, I'm not sure. I believe to Carmen, the
6 administrator, but I'm not -- I'm not certain. I may --
7 I may have provided it to, to Kat as well, but I --

8 Q. And ---

9 A. I don't really recall.

10 Q. I'm interrupting you, I apologize.

11 A. That's okay.

12 Q. And when you referenced Kat, would that be
13 Katherine, who is sitting here in the courtroom today?

14 A. Yes.

15 Q. Okay. So you had, based on your relationship
16 with Mr. Lakhaney, being friends and going to high
17 school, I'm assuming you met Kat before.

18 A. Uh-huh.

19 Q. Okay.

20 A. I have, yeah.

21 Q. Okay. Did you attend their wedding?

22 A. I did not, no. No. But I did visit them down in
23 Miami a few years ago. I forget exactly. Five years
24 ago, roughly, maybe and ---

25 Q. And in regards to 36 Spinnaker ---

1 A. Uh-huh.

2 Q. -- after he passed away, were you retrieving the
3 mail?

4 A. No. I was not, no.

5 Q. And how did -- so then how did you learn about
6 the foreclosure action?

7 A. I was told about the foreclosure action by
8 another resident of Harbor Town, actually.

9 Q. And who was that?

10 A. Justin Connaway (phonetic).

11 Q. And he's just a resident?

12 A. He, he was -- he was friends with members of the
13 board, and they told him that it was going to sale.

14 Q. Okay. Is that something that you reported then
15 to Kat?

16 A. It was the -- I believe it was the day before or
17 right around the time of the sale. It may have been
18 after that it sold. And then I had heard that it sold
19 for 25,000. So, no, it must -- it must have been after.
20 I'm, I'm not sure what it was, I would have to look at
21 it, but I did, I did let somebody know.

22 Q. So you had provided information, though, to the
23 family regarding this particular property?

24 A. Yes. Yes.

25 Q. And I understand that you did file a Motion to

1 Quash certain documents that I requested from you, but
2 do you have e-mails that you were sending to, to
3 Katherine about this particular property?

4 A. I may, yeah. I might. I haven't checked yet.

5 Q. When would -- give me a broad frame of reference,
6 when would have those e-mails had taken place? When --
7 give me a, a broad frame.

8 A. They're probably over some, some period of time
9 regarding different, different aspects of the property
10 because first thing, you know, I did was, you know,
11 we've got these two mobile homes, his personal residence
12 at 36 Spinnaker, and then the home in Simpsonville. So
13 I think I just, you know, I sent over basically the
14 information. I may have sent comps or a rough ARV of
15 how much it would be worth prepared. But I don't think
16 there's much outside of that.

17 Q. Would that have happened in the year of 2024?

18 A. I honestly, I don't really remember.

19 Q. But it, it would certainly have been at or around
20 the time he passed away, correct? You'd have no reason
21 to give that information to them while he was still
22 alive.

23 A. Yes. Yeah.

24 Q. Thank you. So we would agree that that would be
25 around the summer of 2024?

1 A. Yes. I would say so, yeah.

2 Q. And then you learned of the foreclosure via
3 conversations with members of the Harbor Town
4 Association board?

5 A. Not members of the board, no.

6 Q. Oh.

7 A. I heard about it by just someone else that lives
8 in the community had told me about it, that they had --
9 they spoke to someone at the board. No one at the board
10 let me know about it or anything. They knew I was
11 friends with him, so I'm kind of surprised by that.

12 Q. Do you know Ms. Kelley Woody, who's present here
13 in the courtroom today?

14 A. I don't. However, I did -- once, once it sold, I
15 did a little research. I saw that she was involved in
16 some capacity, and I believe I sent an e-mail stating
17 that -- giving her Kat and Carmen's contact information.

18 MR. WYMAN: I'm going to mark -- and I've lost
19 track of what Defendant's exhibit we're on.

20 COURT REPORTER: Five.

21 (Third Party Defendant's Exhibit Number 5, E-mail
22 Dated December 2024, was marked for identification.)

23 BY MR. WYMAN:

24 Q. I'm gonna mark what's been -- excuse me, hand you
25 what's been marked Defendant's Exhibit 5. Are you

1 familiar with that document?

2 A. Yeah. It must be the e-mail I sent.

3 Q. And I'm gonna represent to you that e-mail was
4 sent in December of 2024.

5 A. Hmm.

6 Q. How would you have received Ms. Woody's contact
7 information in December of 2024?

8 A. I'm not sure. I'm not sure.

9 Q. But you weren't opening the mail that was coming
10 to the house?

11 A. No, I was not. No.

12 MR. WYMAN: Your Honor, at this time I would move
13 into evidence the exhibit, the e-mail exhibit.

14 THE COURT: All right.

15 (Defendant's Exhibit 5 was entered into the
16 record.)

17 Q. But you would agree with me that you would have
18 no reason to, to contact Ms. Woody unless you had
19 received some sort of -- you weren't Googling
20 information about this property, correct?

21 MS. DOWNEY: Your Honor, I just object. This is
22 leading. If he could just ask more direct questions.

23 THE COURT: I sustain the objection.

24 BY MR. WYMAN:

25 Q. I believe you testified you do not remember how

1 you came to find Ms. Woody's contact information; is
2 that correct?

3 A. I don't, no.

4 Q. Were you doing any research on this property at
5 the time?

6 A. Yeah. I was looking into kind of all the
7 properties and seeing what was going on with them.

8 Q. And what is one of your specialties as a realtor?

9 A. I would deal with a lot of foreclosures and
10 investments.

11 Q. So you're familiar with foreclosures in South
12 Carolina?

13 A. Yeah, to a degree.

14 MR. WYMAN: Thank you, Your Honor. I believe
15 that's all the questions I have for Mr. Ziganto at this
16 time.

17 THE COURT: Mr. Hayes?

18 MR. HAYES: No, Your Honor, I don't have any
19 questions.

20 THE COURT: Ms. Downey?

21 MS. DOWNEY: I do have a few questions.

22 CROSS-EXAMINATION

23 BY MS. DOWNEY:

24 Q. Can I call you Phil?

25 A. Yes.

1 Q. Since we're on a first-name basis with everyone
2 else?

3 A. Yes. Yeah, absolutely.

4 Q. Thank you, Phil. You said earlier that you sent
5 comps. So tell me a little bit more about that.

6 A. Yeah. I -- this, this was a while ago, right,
7 you know, right after he passed. I actually pulled some
8 fresh ones pretty recently. But yeah, just giving them
9 an estimated ARV of, of how much that, you know, I feel
10 good about the properties that he owned in South
11 Carolina or whatever.

12 Q. All right. And specifically on this one, did you
13 pull comps after his death?

14 A. I did, yes.

15 Q. And tell me what that means when you pull comps.
16 Like, what are you looking at?

17 A. Well, I -- it's Harbor Town. They're all --
18 they're all town homes. They're almost all two
19 bedrooms, two-and-a-half bath. So it's really easy to,
20 to get a value. So I basically found what's sold in the
21 past six months and what's active. And then from there,
22 you can get a pretty good idea of how much it's going to
23 be worth.

24 Q. Okay. So before you tell me what it's worth,
25 tell, tell me what you just said a little bit. They all

1 look alike, does that sound right?

2 A. Yeah. They're all very similar. So it -- one
3 sells for, you know, 195, which is around -- well, it's
4 around where they sell it for, 195 to 200. 205, if
5 they've really renovated well. And, of course, it's a
6 lake community, so if you have a view, that price
7 changes a bit.

8 Q. Okay. And when you say lake view, like how big
9 is this lake?

10 A. Saluda Lake is about 330 acres.

11 Q. So can you get on a boat on the lake?

12 A. You can.

13 Q. You can, okay. And are most of the homes the
14 same size or do they vary?

15 A. Very little variation. There is -- there is like
16 140 units roughly. There are a couple of
17 three-bedrooms, which are often -- usually converted
18 decks or, or porch or end units where they did, like, a
19 small addition, but they're almost all two
20 two-and-a-half's.

21 Q. All right. And so when you were looking at these
22 comps, do you think it would have been more likely to
23 be, like, he died and he died July 31, 2024.

24 A. Uh-huh.

25 Q. So would it have been like August, or would it

1 have been a few months later? Or, like, when do you
2 think you pulled those comps?

3 A. Probably soon, soon after, yeah.

4 Q. Okay. And what were the comps that you found?

5 A. I, I don't remember exactly. I actually, I
6 pulled the comps last night, though.

7 Q. And what comps did you find then?

8 A. I have them on my phone. Am I allowed to pull
9 that out or...

10 Q. Do you remember a range?

11 A. Yeah. There's two active for sale, I think.
12 One's at 195 and one's at 199. There was a recent sale,
13 I want to say, 210.

14 Q. All right.

15 A. And then another sale for like 198. Something,
16 something like that. It's all roughly around that area.
17 I don't remember. There was -- I think there was five
18 comps in total. Three sold just last week.

19 Q. And how would those comps differ from this
20 particular house?

21 A. Not much. The only, the only difference is with
22 the -- if it had a lake view or if -- depending on the
23 finishes and the level of recommendation.

24 Q. And this one, did it have a lake view?

25 A. It did not, no. No.

1 Q. And talk to me about the level of renovation with
2 this one.

3 A. Well, last I had seen the property before he died
4 it was near completion. He had the -- most of the
5 materials in there for the bathroom basins.

6 Q. Can you be more specific about what was in there?

7 A. Yeah. I believe there was a tub, shower heads,
8 faucets, things like that, put up. One or two vanities.
9 I'm not sure if he was planning on using those vanities
10 for the house or for another renovation. I think they
11 were more for 36 Spinnaker.

12 Q. So these were things that were at the house.
13 Were they like in a box or like...

14 A. Yeah. Yeah. Basically, the second bedroom was
15 mostly materials. You know, there was like a mattress
16 in there.

17 Q. All right. And then the -- so the bathroom
18 itself -- how many bathrooms were there?

19 A. Two-and-a-half.

20 Q. Two-and-a-half. And so were they functional?
21 Like were they, were they like demolished or were they
22 in good shape?

23 A. Yes. The bathroom off the master bathroom was,
24 I'm pretty sure it was totally gutted out and ready to
25 be tiled and then renovated. The second bathroom was

1 functional but dated. It needed updates. And then the
2 half bathroom upstairs was renovated. It was complete.

3 Q. And how did that condition impact your thought
4 when you saw those comps?

5 A. I think we probably would be -- you know, my ARV
6 would be 205, and I ascertain it would probably need
7 about 35,000 worth of work to, to...

8 Q. And how much did you think it would be?

9 A. I'd say about 35,000.

10 Q. But before what were you saying?

11 A. Put 30 to 35,000 worth of renovation and
12 renovations and repairs --

13 Q. But I'm only touching the value.

14 A. -- but that's a rough estimate.

15 Q. Oh.

16 A. 200, 205,000. If I were to list it, I would list
17 it at 205.

18 Q. Okay.

19 A. And, you know, it might sell for a little bit.
20 The market has softened a bit, but...

21 Q. So are you saying you'd have to put 35,000 into
22 to get to be 205?

23 A. Yes. Yeah.

24 Q. Okay.

25 A. That's what I, that's what I would do, I mean, to

1 get top dollar.

2 Q. Okay. And without the 35 in addition to the
3 items that you said were in the bathroom?

4 A. Well, those items were probably, I'd figured it
5 would probably be 2 or \$3,000, if that. So, you know,
6 it's not a huge difference. You know, it's kind of a
7 rough number, right at 35. Most of the other
8 renovations had been done, sliding doors, new
9 countertops, new cabinets, new appliances.

10 Q. I'm just trying to get an idea of the value in
11 its condition when this was sold on August the 4th. So
12 would we take the 205 and subtract the 35, or how would
13 we get to the value?

14 A. Yeah. I -- I mean, if that -- you -- you're
15 looking for the -- yeah, the value if somebody were to,
16 were to own it. Yeah, I think that would be an accurate
17 number.

18 Q. You say you live nearby?

19 A. Uh-huh.

20 Q. And how far away ---

21 THE COURT: Sir, yes or no, please.

22 THE WITNESS: Oh, I'm sorry. Sorry about that.
23 Yes, I do.

24 BY MS. DOWNEY:

25 Q. Okay. Is it like across the street or four

1 houses down or how --

2 A. Yes.

3 Q. -- far away is it?

4 A. Yes, it is. It's across the street. I live at
5 Unit 4.

6 Q. Okay.

7 A. And he lived at 36. So I think it goes 1 through
8 20 and then it goes back around. You know, it's not
9 very far. It's probably just, it's right down the
10 block.

11 Q. What's the lowest sale that you've seen in the
12 area over the past six months?

13 A. I don't think I've seen anything below maybe 155
14 or 160, and I don't think there's any that low. I'm
15 just not sure. I know a lot of them -- a lot of them
16 don't get listed on the MLS because it's a pretty
17 desirable neighborhood, so a lot of times people will
18 just say, hey, I'm gonna put it on the Facebook page and
19 I'm looking to sell my unit and they'll sell it for
20 usually less than what they could. Desirable
21 neighborhood. So a lot of times, people just be like,
22 have -- there's a, you know, a Facebook page and, like,
23 I'm, I'm looking to sell my unit, and they'll sell it
24 for it. It kinda suppresses the values, honestly, a bit
25 because they're selling to their friend for, you know, a

1 180,000 or something when they really could have got
2 193, you know, something like that, so...

3 Q. Okay. And you said that you have a friend who
4 knows the board, but would it be fair to say that you
5 don't -- you wouldn't know if notices were being sent to
6 the decedent to New Jersey or South Carolina? Like, do
7 you have any information about that?

8 A. Oh, from the HOA?

9 Q. Yes.

10 A. No. No. I think there's only six members, six
11 or eight. And it's a pretty small community so I know
12 that, but they made no mention of his name at all, which
13 I was a little surprised about.

14 Q. Okay. And why were you surprised by that,
15 because you were his friend or...

16 A. Yeah. I would think they would have let me know
17 that it's still in auction and pass it along. They were
18 aware that he passed away, so...

19 Q. Yeah. And so did, did -- do you know if they had
20 any policy about when they sent it? Just being a
21 homeowner, do you know if they had a new policy of like
22 when it goes to foreclosure versus them just trying to
23 collect a debt?

24 A. I don't know. I think they handled most of that
25 through a property management company. They changed

1 recently. It was William Douglas, and now it's C Dan
2 Joyner, I believe.

3 Q. Okay. Do you know when that change was?

4 A. I don't exactly. Maybe six months to a year ago
5 at some point. So things may have got lost between the
6 change in property management, but I don't ---

7 Q. But you don't know as a homeowner?

8 A. No. No, I don't.

9 Q. All right.

10 A. No. I mean, there's monthly meetings. I don't
11 usually attend.

12 Q. Does it scare you that your house could go to
13 foreclosure for HOA's?

14 A. I have my HOA on auto draft, so...

15 Q. Okay. Are you aware if anybody's else's home has
16 gone to foreclosure on HOA's?

17 A. Yes. I've heard of another incident. I think
18 they got it back though. That was several years ago.

19 Q. Okay.

20 A. When I was renting -- I used to rent a unit
21 there, Unit 16 and then I purchased Unit 4. Unit 16 is
22 directly across the street from Unit 36.

23 Q. All right. And is it, of course, about the same?

24 A. Yeah. Well, Unit 16 and my unit are lake front.
25 The appraiser added about 25,000 in value for, for the

1 view for, for my unit.

2 Q. Okay.

3 A. Unit 16 was just -- I was just renting there, so
4 I don't know what the value is.

5 Q. What is the highest value you've seen for sale?

6 A. I think one sold recently for right around 210.

7 Q. Was that on the lake?

8 A. 209, I'm pretty sure. It was a cash sale, sold
9 in zero days.

10 Q. Zero days cash sale, wow.

11 A. First day on the market, yeah.

12 Q. It is a hot piece of property.

13 A. Yeah.

14 Q. Okay. And was that lake front?

15 A. I don't believe so, no.

16 Q. Okay. So not lake front. All right. And then
17 do you know what Rajiv was gonna do with this property?

18 MR. WYMAN: I would object, Your Honor. That's
19 going into the dead man statute and hearsay.

20 MS. DOWNEY: Well, no, I'm not asking what he
21 told you, I'm just asking do you know, like what -- do
22 you have thoughts?

23 THE COURT: Well, how would you know that but for
24 the deceased telling you that?

25 MS. DOWNEY: Well, I'm just asking if he has the

1 knowledge.

2 THE COURT: I'll allow you to proffer it, but I'm
3 gonna sustain the objection.

4 MS. DOWNEY: Thank you, Your Honor.

5 BY MS. DOWNEY:

6 Q. All right. And then last thing you were talking
7 about that you kind of helped with property management.

8 A. Uh-huh, yes.

9 Q. But I think you said that you weren't getting his
10 mail. How often did you go by this property after he
11 died?

12 A. Oh, not really often at all, because it was
13 locked up and I had no reason to. When he was alive I
14 would go oftentimes, because he would come down to South
15 Carolina and sometimes it would be like three or four
16 months and he'd say can you check to make sure there's
17 not food in the fridge or something. He'd text me and
18 he had one of those smart locks. I would just basically
19 check on the property and make sure everything was okay.

20 Q. All right. And just knowing him and the
21 different relationship that you had, do you know what he
22 did with his mail when he wasn't in South Carolina?

23 A. The mail that was getting delivered to 36
24 Spinnaker?

25 Q. Correct.

1 A. No, I do not. I mean, I know he had a mailbox
2 key and would check it. You know, I don't really know
3 what he did with his mail. I assume he went through it
4 and...

5 Q. But you don't know if he had his mail forwarded
6 or if he just left it in the box and checked it as he
7 would come?

8 A. I don't. I'm pretty sure he -- well, I'm almost
9 positive he just had the mail sent to 36 Spinnaker.

10 Q. Okay.

11 A. So... But I'm not sure if he had mail for his
12 LLC sent elsewhere but, you know, he had a bunch of junk
13 mail and stuff. Bills. I'm sure he had the bills sent
14 to 36 Spinnaker. So he has mail sent to the address.

15 Q. Do you know how often he was in South Carolina?

16 A. It would fluctuate quite a bit. Before his death
17 it had been a while, a couple of months. I want to say
18 -- I'm not sure exactly. Sometimes he would be here,
19 you know, every couple weeks, depending on how much work
20 had to be done and his schedule.

21 Q. All right.

22 A. And I'm sure personal matters, you know, so...

23 Q. Sure. Okay. That's all the questions that I
24 have for you.

25 THE COURT: Mr. Wyman, do you have any other

1 questions?

2 MR. WYMAN: Nothing further, Your Honor.

3 THE COURT: All right. Thank you. May this
4 witness be excused?

5 MR. WYMAN: Yes, Your Honor.

6 THE COURT: All right. You're free to go, sir.
7 Thank you for coming in.

8 THE WITNESS: Okay, thank you.

9 (Witness leaves witness stand and courtroom.)

10 THE COURT: All right. Now, Mr. Hayes, do you
11 wish to call Ms. Woody?

12 MR. HAYES: Yes, Your Honor. I'd like to call
13 Kelley Woody to the stand.

14 (Witness comes forward.)

15 THE COURT: If you'll place your left hand on the
16 Bible and raise your right for me. (Complies.) Do you
17 swear or affirm to tell the truth, whole truth, and
18 nothing but the truth?

19 THE WITNESS: Yes, sir.

20 THE COURT: Thank you. Come around and have a
21 seat.

22 MR. HAYES: And, Ms. Woody, would you ---

23 THE COURT: Hold on a minute.

24 MR. HAYES: Oh, I'm sorry.

25 THE COURT: State your full name, please.

1 THE WITNESS: Kelley Yarborough Woody.

2 THE COURT: All right. Now your witness.

3 MR. HAYES: That's what I was gonna ask her,
4 apologize, Your Honor.

5 KELLEY YARBOROUGH WOODY,
6 having been duly sworn, testified as follows:

7 DIRECT EXAMINATION

8 BY MR. HAYES:

9 Q. Ms. Woody, what was your role in this case?

10 A. I was appointed as the guardian ad litem for any
11 unknown defendants in this action under Rule 17 of the
12 South Carolina Rules of Civil Procedure. That would be
13 the unknown defendants who are specifically
14 incarcerated, minors, or incompetent or under some other
15 legal disability. I also was appointed as the attorney
16 for any unknown defendants who might be in the military.
17 And that's under the federal statute referred to as the
18 Service Member Civil Relief Act.

19 Q. Okay. Would you explain what you did after you
20 became the guardian ad litem attorney for any persons in
21 the military?

22 A. Yes, sir. I answered for those defendants. And
23 then I typically will send a letter to my -- send a
24 letter to any addresses I might have for any known
25 defendants. And in this case there were none at the

1 time or that I knew about anyway or that I was given
2 information about. And so I sent a letter to the Estate
3 of Mr. Lakhanev in September of 2024.

4 Q. How did you for the Estate? How did you learn
5 about the Estate?

6 A. Well, I just had the pleadings, which alleged
7 that he had passed, and I also had the address of the
8 property, because that's where I -- I mean, there was no
9 obituary in the state. There was nothing -- there was
10 no Estate filed in South Carolina, you know, according
11 to information I had. So I sent that letter in
12 September, received no response until December. And
13 that's when I got an e-mail from -- I'm sorry, what's
14 the gentleman's name who just testified?

15 Q. Ziganto.

16 A. Mr. Ziganto. And he was just telling me about
17 Ms. Semyonov. And I forwarded that e-mail immediately
18 to McCabe Trotter. And then I got an e-mail maybe the
19 next day or that same day, I have it in my affidavit,
20 which is filed of record, from Ms. Semyonov, saying that
21 she was the administrator of the Estate and, you know,
22 stating that she was interim -- and she was looking to
23 figure out how to pay the homeowners association dues.

24 So I replied immediately to her, December 16th,
25 which is the same day I got the e-mail, and I copied

1 McCabe Trotter, which has already been introduced, I
2 think, also into evidence, copied them on it, and
3 explained to her that that's where she needed to go to,
4 to find out about the -- making a payment plan or, or
5 paying the HOA dues one way or the other.

6 Q. Okay. Did you have any communications with, is
7 it Carmen?

8 A. Carmen. The first time I heard from Carmen was
9 July 23rd of twenty -- no, excuse me, July -- August 8th
10 -- excuse me, August 8th of 2025. That was a Friday
11 and she left a voice message. According to her
12 affidavit filed in this case, she said she left two
13 other messages for me July 9th and July 23, but my phone
14 records do not indicate any telephone message from her
15 on those days. I did get a message from her on August
16 8th on that Friday and it was returned that Tuesday.

17 And I -- you know, she was just asking me about
18 the sale. I told her, you know, that that's not -- you
19 know, I would have nothing to do with the sale. And the
20 only reason that I also sent the Notice of Hearing to
21 Ms. Semyonov in May -- it's just not my typical
22 practice. I did it because I was filing my affidavit
23 for the hearing, and I noticed those notes where she had
24 obviously been trying to pay it up. And I just, like --
25 well, I just, you know, sent it to her, by the way. So

1 she did send back. And say that Ms. Cortes-Sykes was
2 the new administrator and my e-mail, which is filed in
3 the record also, says to let her know, and I believe
4 that's what happened.

5 MR. HAYES: Okay. Your Honor, I don't have any
6 further questions.

7 THE COURT: Mr. Wyman.

8 MR. WYMAN: Nothing for Ms. Woody, Your Honor.

9 THE COURT: All right. Ms. Downey?

10 CROSS-EXAMINATION

11 BY MS. DOWNEY:

12 Q. Ms. Woody, when you say you were representing the
13 unknown defendants, what does that mean to you as far as
14 your role with the minor child?

15 MS. WOODY: Well, typically if there's a known
16 minor child, the Plaintiff will move to have me
17 appointed for that actual child or the minor and then
18 had the name. And I put the minor has a name and I am
19 the guardian ad litem for that child. That is not what
20 happened in this case.

21 Q. That didn't happen in this case?

22 A. No.

23 Q. Okay. Well, but everyone knew that there was a
24 minor child.

25 A. Well, I don't know that everyone knew.

1 Q. Okay. Did you know?

2 A. The only thing I knew was what Mr. -- Zis -- I'm
3 sorry.

4 MR. HAYES: Ziganto.

5 THE WITNESS: Ziganto.

6 BY MS. DOWNEY:

7 Q. You can call him Phil.

8 A. Phil, thank you. That Phil sent that e-mail to
9 me and I forwarded it immediately to the Plaintiff, and
10 it would be Plaintiff who was appointed.

11 Q. And Plaintiff didn't do that?

12 A. No. Not at all, no.

13 Q. All right. But you did file an answer?

14 A. Yes.

15 Q. Okay. Why would you file an answer?

16 A. Well, the whole purpose of those -- of the rule
17 and the Service Member Civil Relief Act is to keep folks
18 from going into default so that, you know, down the road
19 -- I honestly never see it and you never know when it's
20 gonna happen, that someone had actually answered for
21 them and it's not gonna upset the entire suit in the
22 end.

23 Q. So did you see your role at all in letting anyone
24 involved with a minor, like Carmen or Katherine or
25 anyone know, hey, this is ridiculous, this is over

1 \$3,000 or something like that? Did, after you filed the
2 answer, did you take it upon yourself to say this is
3 crazy, somebody needs to pay this?

4 A. Well, I think that always happens in these cases.
5 But, no, I didn't. That's not my role.

6 Q. What is your role?

7 A. Well, I answer for the unknown defendants and for
8 the unknown folks under disability, and for the unknown
9 military defendants.

10 Q. Okay. So is it your testimony that it wasn't
11 your role to protect the minor child in this case?

12 A. That is correct. I was not appointed for a
13 minor. I was appointed for the unknown minors. I was
14 not appointed specifically for that minor.

15 Q. Okay. And, and unknown minor, wouldn't that
16 include the child until the Plaintiff moved to appoint
17 you specifically for the child?

18 A. Not -- no. I do not represent people that are --
19 I don't take it upon myself to start representing
20 someone that I'm not appointed to.

21 Q. So I'm just trying to figure out when the role
22 rolls over.

23 A. It doesn't roll over unless, unless I'm
24 appointed. They'll get a consent for me to act as the
25 guardian ad litem for a specific minor or a specific

1 incompetent person, and then that becomes my charge.

2 Q. So in this case, when you look at this debt, and
3 it is a tiny little debt, and you're a lawyer and you've
4 read the *Winrose* case, and the *Winrose* case says, hey,
5 HOA's, we don't want you foreclosing on these little
6 bitty debts, like you didn't think, oh, let me see if I
7 can get this paid, this is unknown minor territory?

8 A. No. I ---

9 MR. WYMAN: I object to that question, Your
10 Honor, for various reasons. It has no relevance
11 whatsoever. That's not what the *Winrose* case says. And
12 I don't even know if there's a real question in there,
13 but I object.

14 THE COURT: All right. Rephrase the question.
15 BY MS. DOWNEY:

16 Q. Okay. At no time did you think that you
17 represented unknown minors?

18 A. No. I always represented the unknown minors.

19 Q. And what were you supposed to do for the unknown
20 minors?

21 A. Well, I really just keep them out of default.

22 Q. Okay.

23 A. And I sent out that letter, you know, finding out
24 if there's anybody else, and then I pass that
25 information along, and that's what I did.

1 Q. Okay. And so, so after you let the Plaintiff
2 know that, hey, there is a minor, then you think your
3 role is over with?

4 A. Well, typically I would have been appointed, and
5 I just wasn't in this case. I'm not really sure why.

6 Q. Okay.

7 A. Yeah. And I have many of these and I honestly,
8 you know, just -- I didn't think more about it.

9 Q. Sure. Okay. And so you let the Plaintiff know
10 who -- you know, that there is a minor. Like you, you
11 forwarded that information.

12 A. Right.

13 Q. And then after that, what is your responsibility
14 with regard to potential minors since nobody's been
15 appointed to represent the actual minor?

16 A. That would not be my responsibility. I mean, I'm
17 not appointed to them.

18 Q. Okay.

19 A. I can't represent somebody that I'm not appointed
20 to.

21 Q. Okay. All right. And so when you send the
22 letter to the address, you -- when you sent the letter,
23 you sent it to the address of the property, correct?

24 A. Right.

25 Q. And that was because you didn't know where else

1 to send it? You said you looked at the obituary and ---

2 A. Well, there was no obituary.

3 Q. There was no obituary, okay. And so you, at that
4 time, you weren't aware of anywhere else to send the
5 letter; is that right?

6 A. That's correct.

7 Q. Okay. But at some point, maybe in December, then
8 you heard from Katherine?

9 A. Yes.

10 Q. And so at that point, you had an e-mail address.

11 A. Yeah.

12 Q. Okay. And did you send that letter to Katherine?

13 A. Well, I'm not really sure how Katherine found me
14 or how, you know, I'm not really sure why they started
15 communicating with me. They had, someone had most
16 likely gotten my letter because the letter did not come
17 back to me.

18 Q. The letter that went ---

19 A. The letter that was sent to the property address
20 in September was not returned to me.

21 Q. Okay. But you don't know where it went, you just
22 know it wasn't returned?

23 A. Well, I assume it went to the property address.

24 Q. Okay, that's fair. Okay. And so when Katherine
25 gave you Carmen's e-mail, you didn't reach out to

1 Carmen?

2 A. Well, no. I just -- that was right when it was
3 time for the hearing, and I just -- she just texted me
4 out of the blue. I, you know, I told you I sent her the
5 copy of the Notice of Hearing, and she said, oh, I'm no
6 longer the administrator. So that was in May after she
7 hadn't been the administrator since January. So, I
8 mean, I thought surely someone else had, you know, she
9 -- they -- they'd let the Plaintiff know that. And Ms.
10 Sykes Cortes or Ms. Cortes-Sykes, which is Carmen ---

11 Q. Carmen.

12 A. Carmen is, you know, she obviously had gotten the
13 message too. I mean, she was making phone calls to
14 McCabe Trotter, so she certainly knew what was going on.

15 Q. Okay. And so, so you didn't feel the, the need
16 to do any more because you thought that McCabe was kind
17 of in ---

18 A. Correct.

19 Q. Okay. And then when the foreclosure order was
20 written, there was a -- there was a hearing as far as I
21 think the Court may have directed Ms. Green to put in
22 the order information about the case number and the
23 administrator. And were you part of that order at all?

24 A. No, I'm not -- I am not the Plaintiff's lawyer.

25 Q. So you didn't have anything to do with drafting

1 that order?

2 A. No.

3 Q. Okay. And then you think August the 8th is the
4 first time that you heard -- that you and Carmen
5 actually communicated --

6 A. That is correct.

7 Q. -- directly back and forth?

8 A. Yes.

9 Q. All right. And, and so would it be your
10 testimony that you didn't think that you needed to
11 inform the Court about Carmen because you thought that
12 was being handled by McCabe?

13 A. I wouldn't -- no, I don't really see where that
14 would be my responsibility.

15 MS. DOWNEY: Okay. Those are all the questions I
16 have, Your Honor.

17 THE COURT: Mr. Wyman?

18 MR. WYMAN: Nothing for Ms. Woody.

19 THE COURT: Anything else, Mr. Hayes?

20 MR. HAYES: I have nothing further, Your Honor.

21 THE COURT: All right. Thank you, ma'am, you may
22 step down.

23 (Witness leaves witness stand.)

24 THE COURT: All right, Mr. Hayes, any other
25 witnesses?

1 MR. HAYES: No, Your Honor.

2 THE COURT: All right, Mr. Wyman.

3 MR. WYMAN: Your Honor, I'd call Clay Custer to
4 the stand.

5 (Witness comes forward.)

6 THE COURT: All right. Come around to the
7 witness stand, please. Place your left hand on the
8 Bible and raise your right. (Complies.) Do you swear
9 to tell the truth, whole truth, and nothing but the
10 truth?

11 THE WITNESS: Yes, sir, I do.

12 THE COURT: If you'd come around and have a seat,
13 please.

14 MS. DOWNEY: Your Honor, I just have a question,
15 if you will indulge me. There's another owner here, is
16 he also gonna testify?

17 MR. WYMAN: Don't know yet.

18 MS. DOWNEY: If we don't know yet, I'd like to
19 sequester him.

20 MR. WYMAN: That's fine.

21 THE COURT: Okay. You're talking about the other
22 owner of ---

23 MS. DOWNEY: Yeah.

24 MR. WYMAN: He is the representative of the owner
25 of the property.

1 THE COURT: Okay, thank you.

2 All right. State your full name, please.

3 THE WITNESS: Full name is Clayton Monroe Custer.

4 THE COURT: All right, your witness.

5 CLAYTON MONROE CUSTER,

6 having been duly sworn, testified as follows:

7 DIRECT EXAMINATION

8 BY MR. WYMAN:

9 Q. All right. Mr. Custer, can you state your
10 current occupation for the Court?

11 A. Well, I'm retired from practicing law after 36
12 years. And I, I come to auctions and invest in real
13 estate. And, yeah, I invest in real estate, but that's
14 kind of a part-time job.

15 Q. And what, what company are you affiliated with
16 then?

17 A. So we have two companies. One is Oriole
18 Properties and the other one is Oriole Investments.

19 Q. And can you briefly describe for the Court the
20 differences between the, the two sureties?

21 A. Sure. We buy properties that are, you know, at
22 auctions or distressed or, you know, referrals from
23 agents or whatever. Generally if we're going to -- if
24 our plan is to buy them and hold them and possibly rent
25 them for any, you know, lengthy period of time, then we

1 buy them through Oriole Investments. If we generally
2 plan to fix them up, renovate them, and then sell them
3 in, let's say a year or less, then we usually put them
4 in Oriole Properties.

5 Q. And how long have those two companies -- how long
6 have you been doing this?

7 A. I -- my law firm sent me to Greenville in 2001
8 and I started investing in real estate about maybe two
9 years after that, so 2003, I think I originally did it
10 under a different LLC or two with a couple other fellows
11 I was partnered with for a while. As far as the Oriole
12 Properties, I think that's probably on file, I'm sure,
13 through the Secretary of State, but I want to say 2009
14 and then Oriole Investments was a couple years after.

15 Q. So give or take about 20 years?

16 A. Give or take.

17 Q. Over 20 years.

18 A. I've been doing something involving real estate
19 investing, correct, yes, sir.

20 Q. And can you brief -- excuse me, briefly describe
21 your experience of attending a foreclosure sale?

22 A. I started going to foreclosure sales around 2005,
23 so roughly 20 years. And in that time I have come to
24 almost all of the Greenville County sales if I didn't
25 have something going on litigation wise when I was

1 actively practicing that required me to be in a trial
2 somewhere else or whatever. And I have periodically
3 gone to foreclosure sales in other counties like
4 Spartanburg, Anderson, and Pickens, and even a couple of
5 times in Beaufort County. So I -- yeah, I've been to a
6 lot of auctions.

7 Q. Could you ballpark for the Court how many
8 properties you purchased at foreclosure sales?

9 A. If I had to take a number in 20 years, I mean, I
10 would probably just say -- this would be a wild guess,
11 but 20 or 30 or 40 a year, so 500.

12 Q. Okay. And so turning now to the property that
13 we're here about today, would you agree that we're here
14 about 36 Spinnaker?

15 A. Sure.

16 Q. And how did you learn about the foreclosure sale
17 that's at issue here today?

18 A. Well, I mean, I follow them every month. So I
19 mean, they're on the Greenville Journal, used to be The
20 Greenville News, website. So that's where I first look,
21 usually at the beginning of a month to see what's coming
22 up the next month. Then I get a list. I get a -- I get
23 a formatted list from -- that I buy from another
24 investor for Greenville County. And so I usually get
25 that around 10 or 12 days before the auction. And then

1 that's -- get that e-mailed to me, and then that's when
2 I start digging into the specific properties on the list
3 a little deeper.

4 Q. And for this particular case, when was the, the
5 August sale?

6 A. The August sale, I believe was August the 4th. I
7 think that was the Monday.

8 Q. And did you attend that, that sale in person?

9 A. I did.

10 Q. And what steps did you take prior to attending
11 the sale to evaluate the property that's at issue here
12 today?

13 A. So I go through the list and I -- I try to -- I
14 mean, I have some interest in every property that, you
15 know, potentially, but usually we hone in on less than
16 half of what's there. So, you know, there's a handful
17 of them. And the ones -- and this was one of them. If
18 you start looking at it a little deeper, then I -- I do
19 research on the -- I usually research the property. I
20 research the location and the neighborhood, and I
21 research the, the homeowner. So I did all, I did all
22 those things in this case.

23 Q. And did you review public records then?

24 A. I did.

25 Q. Did you review the foreclosure file or the

1 foreclosure pleadings?

2 A. I do. I always read the foreclosure order, which
3 the judge says at every sale too. But I used to have to
4 go do that in the paper files back there in the clerk's
5 office, but last eight or ten years you get to do it all
6 online. So, yeah, I read the, I read the file. And if
7 I'm really interested in a property, I at least skim
8 through the entire file. If I see anything else of
9 interest besides the actual final order, I'll pull it up
10 and read it.

11 Q. And as far as the auction -- excuse me, the
12 judicial sale for this property, how many bidders
13 participated, do you remember?

14 A. I couldn't give you an exact number, but the
15 courtroom was full. It's always full. There's usually
16 people sitting on the floor by where the lawyers desks
17 are. It's usually where I sit. That's where I was
18 sitting that day. So there were at least -- at least 50
19 people.

20 Q. And when 36 Spinnaker came up, do you remember
21 the bidding process for that?

22 A. I do. I do. Yeah, because the judgment was
23 only, like -- I don't have the exact number, but it was
24 like 500 and -- it was like \$5,500. I remember that
25 whoever was bidding for the Plaintiff started off with

1 like \$250, which they sometimes do, just some nominal
2 small amount. So it was either like 250 or 500.

3 So I bid, then they bid again, then I bid, and
4 then they bid again. And then they went higher than
5 5500 and they went to like 7700 or something like that.
6 And there was an exact amount, that's not it. But it
7 was somewhere between 7 and, \$8,000 and then they quit.
8 So I said 8000. And then another guy bid against me,
9 and he bid, and I bid, and we bid back and forth until,
10 I think, around 15,000 and then he quit. And then
11 another guy started bidding, and we bid back and forth
12 in like a 1000 or 2 or \$3,000 increments. I don't
13 remember exactly, until I bid 25,000 and then he quit.

14 Q. And so you, you won the bid at 25,000?

15 A. Oriole Properties won the bid at 25,000, that's
16 correct.

17 Q. And then what happens after you win a bid at a
18 foreclosure sale?

19 A. So you have to come up right away and give 5% to,
20 to Jennifer Boehmke, who works for the judge. And so
21 that's, that's what I did. And then you have -- she
22 gives you a sheet. Or in my case, if you're here a lot,
23 then she'll e-mail you the information. And that's what
24 she does with me. And so she then e-mails me and tells
25 you, like, you know, what the interest rate is daily and

1 that you've got 20 days or 30 days to, you know, pay it
2 off, basically. And that's, that's what happens right
3 then.

4 Q. And so that's on August 4th?

5 A. That's all on August 4th.

6 Q. And that happened, I assume the sale happened in
7 the morning, so August 4th in the morning you've already
8 put money down?

9 A. That was all done by probably 11:30.

10 Q. And what happened next after you put down your 5
11 percent?

12 A. You know, what happened next in regards to this
13 property, I mean, I had already driven out -- just
14 driven to the outside of the property once. You know,
15 so at this point you're like, okay, we've got this
16 property. Tom Carswell came up and talked to me. I
17 mean, we're friends, so I don't remember. I think I
18 probably went to lunch with him afterwards or something.
19 He told me he was interested in this property too and
20 he ---

21 MS. DOWNEY: Objection, Your Honor, hearsay.

22 THE COURT: On what basis?

23 MR. DOWNY: Hearsay. He's talking about what
24 somebody told him.

25 THE COURT: Mr. Wyman?

1 MR. WYMAN: Your Honor, he's representing
2 conversations that he had with someone. Certainly, as a
3 party to those conversations, he can testify to it, but
4 I believe it's just background. I think we can just
5 move on, if necessary.

6 THE COURT: Let's move on. Sustain the
7 objection, based on the response.

8 THE WITNESS: Okay. Do you want me to ---

9 BY MR. WYMAN:

10 Q. Yeah. So you ---

11 A. I met with Tom Carswell and basically we
12 discussed what we were gonna do with the property at
13 that point. And he was going out of town. You know,
14 there was an interest in purchasing it. I said I need
15 to get a title search done first. That usually takes me
16 about a week. Let me get the title search done. And
17 then when the -- you know, you're going out of town.
18 When you get back we'll talk when you get back from out
19 of town.

20 MR. WYMAN: And if I may approach, Your Honor?

21 THE COURT: Yes, sir.

22 (Defendant's Exhibit Number 6, 2024 Tax Sale
23 Redemption Information Sheet, was marked for
24 identification.)

25 Q. And so during your research of the property, did

1 you have occasion to determine the status of the
2 property tax payments?

3 A. Yeah, I did.

4 Q. And what was that status?

5 A. The status was they hadn't been paid and the
6 property had already been sold at the tax sale.

7 Q. Did you then go down to the Greenville County Tax
8 Collector's office?

9 A. I did. Not before the sale. So before the sale
10 I knew the taxes hadn't been paid for the previous two
11 years and I knew that it had been sold, but I didn't
12 have time to research any further, so in my mind I was
13 like, I had a ballpark figure in my head as to how much
14 it probably was gonna cost me to go redeem the property.
15 And, of course, I factored that in with the bidding.
16 And then -- but then after I actually got the property,
17 I was curious to see how much that actually was gonna
18 be. And so I went down to the tax office and met with a
19 lady and she gave me a sheet.

20 MR. WYMAN: Your Honor, at this time I'd move
21 into evidence Exhibit 6, which is the sheet that we're
22 referencing.

23 THE COURT: All right.

24 (Defendant's 6 was entered into the record.)

25 BY MR. WYMAN:

1 Q. And based on the sheet that Greenville County
2 gave you, how much was the taxes due for -- to redeem
3 the property from the tax sale?

4 A. So just to redeem the property from the tax sale
5 was another \$10,013.66. And then the form they gave me
6 has in big letters and it's highlighted, does not
7 include the 2024 taxes. And so the 2024 taxes were
8 another \$3,183.13. And so the total of those two, and
9 this is my handwriting, \$13,196.79. So I estimated in
10 my head like 15,000, so I was a little over, but not by
11 much.

12 Q. And when a -- when you purchased the property at
13 the, the foreclosure sale, was it -- was it purchased
14 subject to outstanding taxes?

15 A. Well, it always is. You can't ever avoid the
16 taxes. So, like, you -- I mean, yeah, you, you --
17 you're definitely purchasing subject to these. You're
18 always purchasing the -- subject to the current years
19 taxes, which when I -- when we buy a property in August,
20 you're going to be paying the taxes because you're not
21 going to -- even if you do a fast renovation and flip,
22 you're not going to do it before December. So you're
23 going to be paying 2025 taxes. This was extra, and I
24 knew it was extra. I just didn't know how much extra.

25 But, yeah, so it's -- so the taxes I'm buying

1 it's subject to -- we're basically this 13,196.79 plus
2 the current year's taxes, which is like another 3,000 or
3 so.

4 Q. And when did you comply with the remaining amount
5 of your bid?

6 A. It was the next week, and I think you got our
7 checks. Maybe it was like the 14th or 13th. I don't
8 remember the exact day, but it was after Tom got back in
9 town and after I got my -- we got our title research and
10 report done back from our -- from the lawyer we used.

11 MR. WYMAN: Mark this as an exhibit.

12 (Defendant's Exhibit Number 7, Copies of Two
13 Checks, was marked for identification.)

14 BY MR. WYMAN:

15 Q. Mr. Custer, I've handed you what's been marked as
16 Exhibit 7.

17 A. Okay.

18 Q. Does that appear to be the checks that you're
19 testifying to?

20 A. Yes, sir. Those were the two checks. The one,
21 yeah, the half. Thomas and Sons got a check from their
22 bank and Oriole Properties got a check from their bank.

23 MR. WYMAN: Your Honor. At this time I'd like to
24 move in the checks as Exhibit 7.

25 THE COURT: All right, so moved.

1 (Third Party Defendant's Exhibit Number 7 was
2 entered into the record.)

3 BY MR. WYMAN:

4 Q. And ---

5 A. And those were August 14th.

6 Q. And it was August 14th. So tell me what happens
7 on August 14th, you physically hand these checks to the
8 Tax Collector's office?

9 A. So August 14th, yeah, Tom and I met for lunch at
10 Rockies Chicken. And, yeah, we agreed we'd go in 50/50
11 on this. And, and so I said I think I need to do an
12 assignment because currently Oriole Properties was the
13 sole, like, owner to be. So, so I did an assignment
14 that was like half to our own company and half to his
15 company. And we did that at the bank and got to
16 downtown here, got the lady to notarize that. And then
17 he got his check, and we got our check, then I brought
18 them both up here on the 14th like right after lunch.

19 Q. And so before you complied with the bid on the
20 14th, did anyone inform you that there might be
21 something improper with this foreclosure?

22 A. No.

23 Q. No contact, no notice whatsoever?

24 A. No. I had a -- I had a -- I had a phone call
25 that was from a New Jersey number that I couldn't

1 understand. There was a voicemail and it was garbled
2 and I couldn't understand that that was a couple days
3 earlier.

4 Then I got another phone call from a different
5 New Jersey number that I could understand. And it was
6 from Carmen Sykes and that was August, I think, the
7 13th, the day before. And she just said she was -- she
8 said she was calling about the property at Spinnaker
9 Court and that was it.

10 And, you know, I get calls whenever we buy
11 property from people who, like, want to buy the property
12 or -- you know, so I had no idea what that was about.
13 But anyway, that was where I was as of August the 14th.
14 But I did actually mention that I got a phone call from
15 some -- she may have actually said that she was the
16 Estate administrator in that message.

17 And because I believe I told Jason, who was doing
18 our title search, I said, when will you finish? I said,
19 I got a phone call from an administrator but I don't
20 know what it's about. And he responded and sent me a
21 clear title and said, well, she -- you know, don't know
22 what she wants, but anyway here's the -- you know,
23 everything looks clear according to the court file.

24 (Third Party Defendant's Exhibit Number 8, Deed,
25 was marked for identification.)

1 BY MR. WYMAN:

2 Q. I'm gonna hand you what's been marked, excuse me,
3 as Exhibit 8.

4 A. Okay.

5 Q. Are you familiar with that document?

6 A. Sure. This was the deed that the judge signed
7 and that we recorded.

8 Q. And what date was it recorded?

9 A. It was recorded August 18th at 4:29 p.m.

10 Q. Thank you. And I believe you previously
11 testified ---

12 And, Your Honor, at this time I'd move into
13 evidence Exhibit 8, which is the deed, which I don't
14 think there's any issue with.

15 THE COURT: All right.

16 (Third Party Defendant's Exhibit Number 8 was
17 entered into the record.)

18 (Third Party Defendant's Exhibit Number 9, Tax
19 Bill, was marked for identification.

20 BY MR. WYMAN:

21 Q. I'm gonna hand you what's been marked as
22 Exhibit 9. Are you familiar with that document?

23 A. Yes. This is a tax bill for -- tax bill for the
24 property at Spinnaker Court.

25 MR. WYMAN: Your Honor, at this time I would move

1 into evidence the tax bill.

2 THE COURT: All right.

3 (Third Party Defendant's Exhibit Number 9 was
4 entered into the record.)

5 BY MR. WYMAN:

6 Q. So, Mr. Custer, now I'd like to talk about the
7 property itself.

8 A. Okay.

9 Q. Tell me how many times you've been there.

10 A. I've been there a total of three times, maybe
11 four times. Three for sure.

12 Q. Okay. And what's the condition of the property?

13 A. I went there -- so I went there the day -- so the
14 sale was on the 4th, so I went over there on either that
15 afternoon or the 5th, I can't remember. But within 24
16 hours I went over to the property. Tom had told me he
17 had already been over there, and so I wanted to go see
18 it myself. As he had said, as would be the case, the
19 back door, the sliding glass door was partially opened
20 and unlocked.

21 And I went in and, you know, okay I see all kinds
22 of properties in foreclosures, so it wasn't the worst
23 I've ever seen, but it definitely wasn't the best
24 either. It had -- besides the fact it had, you know,
25 clothes thrown about, furniture, you know, et cetera, et

1 cetera, there was somebody had taken off like all the
2 trim pieces around all the door casings. Half the
3 baseboard was missing.

4 There was -- I think Mr. Ziganto had mentioned
5 there was one bathroom that was there was nothing in
6 there. It was just like it was totally gutted. The
7 other bathroom was completely dated and there was like
8 the first two feet of walking into the bathroom and the
9 tile was missing. I mean, I could go on and on.

10 There was -- I mean, it just was like -- I wasn't
11 like, oh, this is awful, but I wasn't like you walk in
12 -- every now and then you walk in a property that's left
13 and you're like, wow, they left this in really nice
14 condition. It was not one of those. It clearly needed
15 a lot of work. It didn't have closets in the bedrooms.
16 It was like somebody had taken them down. I don't know
17 why, but like if you're gonna sell a house, I'll tell
18 you in the bedrooms you've gotta have a window and
19 you've gotta have a closet. So I made note of the fact
20 that, okay, somebody's not -- we're gonna have to get a
21 framer in here to frame the closets.

22 Yeah. I mean, the flooring was, appeared to be
23 in pretty decent shape, from what I could tell, but
24 there was furniture covering a lot of it, so, you know,
25 you don't know for sure. And, like I said, there was

1 just a lot of just random personal effects around. I
2 thought, well, that's interesting. I mean, I knew from
3 the file he had died a year ago and it looked like the
4 place was -- the power was off, the water wasn't
5 working. I tried flushing the toilet to see if it
6 worked.

7 And most interesting to me was, I mean, the tax
8 execution notice was, because I already knew, of course,
9 it had gone to a tax sale, but tax execution notice was
10 open -- I mean, was sitting on the kitchen desk, so --
11 or kitchen table, I mean, right there. So along with
12 some other papers related to the property, and including
13 the original -- I didn't even know this, I thought it
14 was kind of bizarre, but anyway, the original closing
15 papers for the property when he had bought it from Jeff
16 and Randy back in 2000, was also sitting next to the
17 tax, the tax execution notice.

18 Q. So based on your, your occupation and then the
19 fact that you owned the property, are you familiar with
20 fair market property values here in Greenville County?

21 A. I am.

22 Q. And, and you base that on your experience of
23 selling real estate?

24 A. Correct.

25 Q. And what's your opinion of the fair market value

1 of this subject property when it was sold August 4?

2 A. At the time it was sold, August 4, my opinion
3 would be that it was worth between 70 and 100,000. Now,
4 I knew that there was another one had sold for 170. I'd
5 done that research. This is the first I heard today of
6 one selling for 200 or whatever. I -- I would like to
7 see the proof of that.

8 But anyway, I think he said it was a cash deal.
9 So I -- I -- I seriously doubt that you can get one
10 appraised if you sell it with a traditional lender for
11 200 or over 200, but maybe, maybe that's wrong. But
12 yeah, I -- I came to 70 to -- 70 to a 100 because I knew
13 you have to allow for the fact that it's gonna need
14 work, and this does need work. He said that the realtor
15 was here, threw 35 out there. Our experience right now,
16 where we're at with what we've already spent and what is
17 still left to be done, is more in the 40 to 45 range,
18 but he's not far off. So, I mean, we're not widely
19 different on that.

20 But in the condition it was in then and the work
21 that it needed, that's -- and all allowing for the fact
22 that you had the unknown of how much you're going to be
23 paying debts to redeem the property, it definitely
24 wasn't worth more than 70 to a 100.

25 Q. And do you know the tax assessed value for the

1 property?

2 A. According to this, yes. According to this, it's,
3 it's 107 -- 107,580; which is interesting because that's
4 closer to, I think, Ms. Sykes originally filed an
5 affidavit saying, you know, she had looked up Zillow and
6 it was 123, which at the time I thought, yeah, that's a
7 little on the high side. But then when I looked up
8 Zillow it was 99. And then I just pulled up Zillow
9 today on my phone before we walked in here, and Zillow
10 says 102,600.

11 So, you know, again, I know the judge said this
12 too, but I mean, if you rely on Zillow coming to
13 auctions, then you're not gonna do well. But it is a
14 piece of information, along with Red Fin or Realtor.com
15 or whatever. They're additional pieces of info to me to
16 look at, but are they always right, no, but most of the
17 time they're in, they're in the ballpark.

18 Q. And what actions -- you briefly touched on this.
19 What, what actions have you taken as far as improvements
20 to the property since you've had the, had title?

21 A. So Tom's been doing a good bit of that. I've
22 gone over and we talk, you know, pretty regularly. I've
23 been over there and looked at it, you know, not in the
24 last couple -- not in the last week or two. But anyway,
25 I mean, I've been over there.

1 So scraped the popcorn ceiling. Well, finished
2 the bathrooms first. I mean, the bathrooms, both had to
3 be completely remodeled. So I think that's what was
4 done for the four weeks. But getting somebody out there
5 to, you know, where the trim was available, putting the
6 trim back up, where it wasn't or had been kinda messed
7 up or mangled, you know, getting some more trim and
8 doing that.

9 The roof. And I saw this the day I drove out to
10 the property. I went out there the day before the
11 auction. I don't know if you asked me that. But
12 anyway, that was part of my research too, was to drive
13 by. Anyway, I looked at the roof, and I was like a --
14 you know, just from the street wasn't too sure about it.
15 Thomas and Sons said he had it evaluated by having a
16 roofer out there who said it definitely needed to be
17 replaced. So we haven't done that yet, but we got a bid
18 for that. So -- and I forget what that is, but I want
19 to say it's 8 or 9,000. So that's to be done.

20 Let's see. There's some rotten boards on, on the
21 deck, and the deck has to be stained, and the HOA
22 apparently doesn't cover that. Then there's -- then
23 there's the closets that I previously mentioned. I
24 think there's a couple of appliances that need to be
25 replaced. I'm sure I'm leaving something out, but

1 anyway.

2 And then, oh, the painting, we -- you know, it
3 had old popcorn ceilings, which generally some people
4 will buy them. But if you're going to update a house,
5 then you generally need to do that. So that's pretty
6 labor intensive. So that plus painting. I think the
7 painting is done now or about done. So, like I said,
8 I'm probably missing a couple of things that if you need
9 the details, you could probably get more detail, but I
10 think that's the basic gist of it.

11 Q. In your estimation, how far -- how, how far away
12 is the property from being listed in and in ready
13 condition to be marketable? The timeline, I mean ---

14 A. Yeah, that's a good question. I mean, he started
15 like the week after we bought it. I know he was already
16 into it with the, with the bathrooms before, before this
17 motion got filed. And I'd say now it's probably -- if
18 he's done with the painting, then he's probably 70%
19 done, so, you know, 30 days away, maybe, at this point.

20 Q. Mr. Custer, that's all the questions I have for
21 you at this time.

22 A. Okay.

23 THE COURT: Your witness.

24 MS. DOWNEY: Do you want me to go first? Do you
25 have anything?

1 MR. HAYES: Yeah. I don't have any questions for
2 this witness, Your Honor.

3 THE COURT: All right, thank you.

4 CROSS-EXAMINATION

5 BY MS. DOWNEY:

6 Q. Mr. Custer, you said that you looked at the
7 pleadings in this case?

8 A. Yes, ma'am.

9 Q. And you always read the foreclosure order?

10 A. I always read the orders, just the order and
11 judgment, yes, ma'am.

12 Q. And you didn't see anything unusual?

13 A. No.

14 Q. Okay. And did you investigate anything about the
15 Estate?

16 A. What do you mean?

17 Q. The Estate of the decedent, did you investigate
18 when you saw the order that would give the case number
19 in New Jersey, did you do any research there?

20 A. Not before the sale. I saw that there was an
21 Estate and I saw that Ms. Woody had been appointed and
22 the judge had approved her, and that they had been
23 served according to the orders, so since we bought it we
24 tried to get the property statement. It took forever to
25 get it and they didn't want to give it, but I understand

1 it, but our lawyer also was able to get whatever, 16
2 pages or whatever, that he's put into evidence.

3 Q. Okay.

4 A. But it took three weeks to get it.

5 Q. But you didn't do anything before the sale, you
6 didn't notice that there was any reason to question
7 anything going on with the foreclosure itself?

8 A. Like contact New Jersey you mean or what?

9 Q. Yeah. Just investigating the pleadings and
10 seeing anything unusual?

11 A. I'm not sure I understand your question. I mean,
12 I read the judge's order here in South Carolina. I did
13 not try to read any pleadings in New Jersey or get all
14 of them, if that's what you're asking.

15 Q. Okay. So I'm gonna hand you a case. This is
16 from the *Winrose* Homeowner's Association Case.

17 A. Okay.

18 MS. DOWNEY: If I may approach the witness, Your
19 Honor?

20 THE COURT: Yes, ma'am.

21 BY MS. DOWNEY:

22 Q. And I just want to read the first paragraph under
23 number 4.

24 A. Okay.

25 Q. If you'd just read that out loud please.

1 A. Okay. Roman Numeral 4?

2 Q. Yes.

3 A. We note our concern about this foreclosure
4 proceeding. A foreclosure proceeding is a solemn
5 judicial proceeding. While the HOA had the legal right
6 to pursue collection of the debt owed, including
7 foreclosure of the property to satisfy that debt, this
8 foreclosure action quickly morphed into a proxy to
9 capitalize on a small debt. We are especially troubled
10 by regimes participation in a foreclosure proceeding to
11 accommodate its business model of leveraging a nominal
12 debt to secure an exorbitant return from homeowners who
13 fear the prospect of eviction.

14 Q. Did it cross your mind that this was a small
15 debt?

16 A. I mean, when the HOA forecloses, and they do, I
17 see HOA foreclosures every month here in Greenville
18 County pretty much. They're all a small debt.

19 Q. Had you ever read that *Winrose* case before?

20 A. I have. I was familiar with this case.

21 Q. And it still didn't bother you that this was such
22 disparity in the value of the house and the debt owed to
23 the HOA?

24 A. No. And *Winrose*, I think it was sold for \$3,000
25 and the HOA actually bought it back. And then, as the

1 Court noted, I think in a footnote, it had a business
2 model of them trying to extort \$30,000 to get a payoff
3 in exchange for three to vacate the sale so, no. As an
4 independent bidder going in, the judge puts them up for
5 sale like every other sale, and it's open for bidding.
6 I mean, it's all public record. This may be sold a
7 little bit lower than they might usually because there's
8 pretty savvy bidders in here and they looked up whether
9 there's a mortgage or not.

10 And if there's a mortgage, then that typically
11 depresses the bidding because people don't know how much
12 they're gonna have to pay the mortgage off. In this
13 case, what depressed the bidding, in my view, was that
14 your clients didn't pay off the taxes. And a lot of
15 bidders go in and they don't know the whole process for
16 redeeming property or they think they're gonna have to
17 have a quiet title action or whatever.

18 So maybe if those had been paid off it might have
19 sold for 50 or 60. But, no, it didn't bother me that it
20 sold for 25. The bidding stopped and the judge said it
21 went to Oriole Properties.

22 Q. And did you hear Ms. Katherine's testimony about
23 she was in contact with the County as far as the taxes
24 go?

25 A. I don't know the taxes -- I mean I heard what she

1 said. The tax people sent out their notices and I just,
2 I knew when I went to the auction that they weren't --
3 that it was -- that it had already been sold. And that
4 was around the time she was calling somebody. So I
5 don't know if somebody contacted her or if this was just
6 a coincidence she was making those calls at the same
7 time. But the sale, according to this document, was
8 December 16 and 17, because that's the date that the
9 lady wrote on here that's like the drop dead date for
10 redeeming it.

11 Q. Who wrote the \$100,000 in red on the top left of
12 that exhibit?

13 A. So I went back there -- I went back there about
14 two weeks ago because I reread the *Winrose* case and --
15 or maybe it wasn't *Winrose*, maybe it was *Lake Point*. It
16 was another case. Anyway -- I think it was another
17 case. I think it was another case where the sale was
18 not vacated.

19 And one of the things that the Master had looked
20 at, as I recall from that case, was there were competing
21 appraisals, but one of the things was that, was that it
22 also sold at a tax sale. And the Master relied in part
23 on how much it sold for at a tax sale.

24 So I thought in my mind, just from doing reverse
25 math, that this probably sold between 70 or 80 and

1 100,000 tax sale, but I wasn't 100 percent sure. So I
2 went back down there to try to get that information from
3 the ladies down there in the Greenville County tax
4 office. And they, they reluctantly gave it to me. And
5 I can't remember her name, but she wrote that. I asked
6 her for a separate sheet with that and she wouldn't do
7 that, but she said I'll write it on this sheet and she
8 did it with the red ink.

9 Q. And you said that you went into Rajiv's house
10 after the sale and you got in by an open door.

11 A. Right.

12 Q. You didn't have to use the lock box?

13 A. There was no lock box that I saw. There's a lock
14 box on there now, but there was no lock box.

15 Q. All right. And then you also said that you saw
16 the tax bill; is that right?

17 A. Not what you're looking at. You're looking at
18 Defendant's Exhibit 9. This was a tax execution notice
19 from 2020, I guess, 3, before it went to the tax sale in
20 December of '24.

21 Q. So that was before Rajiv's death?

22 A. I don't ---

23 Q. He died July 31, 2024.

24 A. I don't know what month the tax execution notices
25 go out, but the sales in December, I thought they'd go

1 out like six weeks before that, but I, I don't know.

2 Q. So you testified that your intent is to resell
3 this property.

4 A. Yes, ma'am.

5 Q. Do you have a buyer?

6 A. No. Phil's Ziganto came up the day of the -- or
7 the first time Tom was out that they have one for sale
8 and said he had a buyer for \$100,000. But Tom's like --
9 tom told him, you know, he'd defer -- demurred, I guess
10 is the right word, and said we'll get back to you. But,
11 no, I don't -- we don't have a buyer.

12 Q. What do you do to find a buyer?

13 A. What do I do? Well, I mean, typically when
14 Oriole Properties purchased properties just themselves,
15 which is more the norm than partnering up with somebody,
16 we fix it up as nice we can up to the point of where we
17 think its worth it, I guess. And then we get an agent
18 involved. We have several agents we use, and we have
19 them come out and look at the property.

20 And when we think we're about done and see if
21 they recommend anything else that we've missed or
22 whatever. And then we ask for their recommendations and
23 we go with that and then they find the buyer. I mean,
24 they list it, to answer your question.

25 Q. Has anybody made any recommendations to you on

1 this property?

2 A. Like for selling it or...

3 Q. Yes.

4 A. No.

5 Q. So you don't have an agent yet?

6 A. No, we don't have an agent. I mean, the plan,
7 probably, since you're asking, I mean, would be this is
8 what I've done with the other -- however many -- when
9 I've -- when our company's partnered up with Tom
10 Carswell company is hi -- his, his wife is an agent.
11 And so we would -- I would typically agree. He would
12 ask, and I would usually agree to list it with her.

13 Q. What price is she suggesting?

14 A. She hasn't suggested any price to me. I mean,
15 she and I have talked in general, but I mean -- yeah, I
16 mean, we've talked in general, but.

17 Q. In general, what price would you say?

18 A. You know, probably about 170, 75, if we, if we
19 want to move it. I mean, and in our mind we thought we
20 could sell it for at least 150. So today's the first I
21 heard of 200, so I don't think that's --

22 Q. So if somebody offered you 175 right now in this
23 courtroom would you take it?

24 A. Well, I mean, work's not done, so that's not --
25 nobody's gonna do that. But we're not gonna sell it

1 until we're done.

2 Q. So the answer's no?

3 A. If somebody came in and offered 175 right now,
4 and I could give them clear title, then I'd have to talk
5 to Tom, but that would be -- I wouldn't have an
6 objection to that probably, if that answers your
7 question.

8 Q. So you also said you were working on Zillow and
9 you were coming up with numbers based on Zillow?

10 A. Well, I said I don't really use Zillow other than
11 one -- I use it for one factor or one thing to look at,
12 but I don't really rely on it per se.

13 Q. Okay. So I'm gonna show you Homes.com and, and
14 ask you what you think about this number also. What
15 number is on that?

16 A. Okay. Homes.com has a range of 162 to 189.

17 Q. All right. And what's your thought about all of
18 the information in this exhibit?

19 A. Well, it's five pages long. You mean just the
20 numbers or anything else in the exhibits.

21 Q. Yeah, so the range was 165 and 209. Do you have
22 any reason to doubt this?

23 A. I'm sorry, I don't see 160. I see 162 to 189,
24 not to 209.

25 Q. So on the first -- maybe I'm looking at the wrong

1 exhibit, I'm sorry. Let me give you this other exhibit,
2 I'm sorry.

3 A. Okay.

4 Q. All right. So that one was Homes.com and here's
5 another one I'll hand you. Okay. So the Homes.com is
6 162 to 189, I think that's what you just said.

7 A. Correct. Yes, ma'am.

8 Q. And then the second one I gave you is also off
9 the internet as, I don't know if you say it Xome. It's
10 another word we can't say in this case, X-o-m-e. And
11 does it say a value of 165 to 209?

12 A. Yeah. It says it has a value of 186,128 and then
13 below that it says range 165,658 - 209,640.

14 Q. All right. And then on that same exhibit, the
15 Xome, on the third page it has some properties that
16 looks like it might be comp and the first one is 28
17 Spinnaker Court. Do you see that?

18 A. Yes, I do.

19 Q. And that's 187,5?

20 A. That's what it says. It doesn't have a date.

21 Q. Okay.

22 A. I don't know if it's a sale, I guess, or a
23 listing, I'm not sure.

24 Q. It says 187,5?

25 A. It says 187,5, two bed, three bath, zero square

1 feet. 1900 year built.

2 Q. Okay.

3 A. Which I assume neither one of those is possibly
4 correct.

5 MS. DOWNEY: Okay. I'd like to move these to be
6 exhibits, Your Honor.

7 MR. WYMAN: Your Honor, I don't see they laid a
8 foundation. I'm not sure they add much value here to
9 the testimony. I question the relevance when, again, as
10 Mr. Custer pointed out, the terrible listing. House
11 built in 1900 and zero square feet, so I'm not sure what
12 value these have. We've already had testimony about the
13 value.

14 THE COURT: The objection's made, I'm gonna allow
15 them in.

16 MS. DOWNEY: Thank you. Your Honor, I have no
17 further questions.

18 (Defendant's Exhibit A, Homes.com Listing, was
19 marked for identification.)

20 (Defendant's Exhibit B, Xome Home Value Listing,
21 was marked for identification.)

22 (Defendant's Exhibits A and B were entered into
23 the record.)

24 THE COURT: All right. Mr. Wyman?

25 MR. WYMAN: Mr. Custer, I have no other

1 questions.

2 MR. HAYES: No questions, Your Honor.

3 THE COURT: All right. Thank you, sir, you can
4 step down.

5 THE WITNESS: All right.

6 THE COURT: Mr. Wyman, any other witnesses?

7 MR. WYMAN: If I could have a moment.

8 THE COURT: All right.

9 MR. WYMAN: I don't know -- yeah, have these been
10 marked?

11 MR. HAYES: Do these need stickers? He's got
12 them, okay.

13 MR. WYMAN: These are extra copies.

14 THE COURT: All right. You can call your next
15 witness.

16 MR. WYMAN: Nothing further from Oriole
17 Properties and Thomas and Sons, Your Honor. No
18 witnesses, excuse me. Would like an opportunity for
19 argument.

20 THE COURT: Mr. Hayes, any other witnesses?

21 MR. HAYES: No, Your Honor.

22 THE COURT: All right. Ms. Downey?

23 MS. DOWNEY: No, thank you, Your Honor.

24 THE COURT: All right. A couple of questions.

25 First -- and, Ms. Downey, let me start with you. What's

1 the general law as it relates to the policy of the
2 courts of this state protecting the integrity of
3 judicial sales overlaid with the aspects of bone fide
4 purchasers for value?

5 MS. DOWNEY: Your Honor, I think that there,
6 there is case law about bone fide purchasers. And there
7 are three elements that the Court looks at, actual
8 payment of purchase price, acquisition of legal title,
9 and bone fide purchase. And, and Your Honor, one of
10 those cases is about *Buffalo Creek Investment*, which is
11 889 S.E. 2d 608. That case does say that foreclosure is
12 an action in equity and whether to set aside the sale of
13 it is in the sound discretion of the Court.

14 So I think that the Court does consider the bone
15 fide purchaser aspect, but it goes beyond that and it
16 looks into different factors that are significant in the
17 case. So, for example, the *Buffalo Creek* case talked
18 about setting aside the sale when the sales price shocks
19 the conscience. So I think that that trumps the bone
20 fide purchaser aspect of it, because I think that the
21 Court does consider both aspects. And part of looking
22 into whether to overturn it, both shocking the
23 conscience overweighs the bone fide purchaser.

24 THE COURT: There is evidence in the record that
25 the property at the time of sale was worth anywhere from

1 70,000 to close to a 100, almost \$200,000. What's the
2 Court to do with that spread of values?

3 MS. DOWNEY: Your Honor, I think that there was
4 testimony that there was an appraisal and that appraisal
5 was at 176. I think there also was testimony from the
6 realtor, who lives in the area, that the property could
7 be that or even higher. I think that the online values,
8 which the Court can take or leave, are consistent with
9 that appraisal and also without that professional's
10 value.

11 Now, I think that Mr. Custer obviously is looking
12 at things from more of a wholesale value, a liquidation
13 value, a hot potato resale value of a property and
14 coming up with a lower, and I think that you, obviously,
15 can come up with your own valuation using all of those
16 numbers, giving weight to one value more so than another
17 value.

18 We, we say that the most consistent testimony is
19 going to be that the property is worth at least 176. I
20 think Phil was very forthright and credible in saying
21 that if he spent 35,000, the property can be worth 205,
22 and I think that value is very consistent with the
23 appraised value as well. And I think Mr. Custer
24 testified that the 35,000 was in the ballpark.

25 THE COURT: Let me shift gears with you. And

1 I've got plenty of questions for the other lawyers as
2 well. Is that, the bone fide plus the case you just
3 mentioned, is that the substance of the case or are
4 there other issues that you are arguing to support your
5 Motion to Vacate?

6 MS. DOWNEY: That, that's a great question, Your
7 Honor. Definitely, the shock of conscience is number
8 one. And we had just a, a small debt that I, I think
9 the problem stemmed from, like the *Winrose* case said.
10 The problem relates down from the HOA sending us to a
11 foreclosure lawyer; the foreclosure lawyer accepting the
12 case; and then the way that the case just sat on a
13 conveyor belt and went through a normal foreclosure when
14 there were all kinds of opportunities to stop this.

15 Now, I will say that McCabe Trotter was sensitive
16 when it put Katherine on a payment plan. There were
17 just so many calamities in this case with Katherine
18 getting ousted as the administrator. She wasn't in a
19 role to go tell the new administrator that there was the
20 payment plan. Had she done that, there was no money in
21 the Estate at that time to have gone forward with a
22 payment plan.

23 I think that Carmen is testifying, I'm in New
24 Jersey, Katherine's in Florida, this property is in
25 South Carolina. It's not as easy as it would have been

1 for any of us to have reached out to McCabe Trotter and,
2 and maybe work something out. And so during that time
3 period it's on a conveyor belt, just headed to
4 foreclosure.

5 I think another question is what is the role of
6 the guardian ad litem? So we heard Ms. Woody. I think
7 what she said was that she -- her role is that she gets
8 in the case and she delays the foreclosure by filing an
9 answer. But after that, I think she was pretty well
10 hands off once she got the information that there was an
11 administrator and passed that on to McCabe Trotter. I
12 think she's thinking that her role was done and, and I
13 don't know. I tried to find some cases that established
14 what her role was. I know her letter says what her role
15 is. Unfortunately, that letter was not received by the
16 administrator. But I think there were so many wheels
17 turning that there really -- there never was a sense of
18 urgency conveyed. So you have Katherine, who's in
19 Florida, and you have Carmen, who's in New Jersey, and
20 neither one of them have any idea that they can just
21 lose this property overnight, like, when all this
22 starts.

23 THE COURT: Well, is that basically a nicely
24 packaged argument, that ignorance of the law should be a
25 defence we can now assert?

1 MS. DOWNEY: I think what it boils down to is
2 what the -- what the Court was trying to stop in the
3 *Winrose* case. I think the Court saw what you just said
4 and thought this is not fair. We have such a disparity
5 in the debt. And, and the way our law is, maybe our law
6 needs to be reformed because you, you basically have a
7 homeowner's association can file a lien and, you know,
8 essentially have a mortgage on the property, but in the
9 process that we have established, then the HOA could
10 just foreclose on the property.

11 And like Mr. Custer said, you know, maybe we're
12 not gonna pay more than \$70,000. You know, I mean, it's
13 just like, like -- it's this unjust windfall. We have a
14 minor who can take \$100,000 and go to college on it.

15 And we have Mr. Custer, who can take \$100,000,
16 he's a seasoned attorney of 36 years, and he can go put
17 \$100,000 into another property. And, I mean, I'm not
18 saying that what he did was necessarily wrong, but it
19 just shows no empathy of exactly what the community
20 thinks about, like, why lawyers have such a bad rap, is
21 because you have a lawyer who's just gonna grab this
22 property out from underneath a minor child. And I think
23 the *Winrose* case was trying to stop that.

24 And I think that's why Judge Beatty in his
25 comments at the end say maybe what needs to happen is

1 that at least let's require that we send the Notice of
2 Sale. You know, before you go through, let's, let's
3 just, you know, be a little like one more thing. And I
4 think that's what's missing is that there are so many
5 times where one more thing could have happened in this
6 case that didn't.

7 And I think your court was cognizant of that when
8 you had the foreclosure order, because the transcript
9 that I read said that you asked the parties to go back
10 and put in the order who the administrator was and what
11 the case number was. Well, guess what, the
12 administrator that was put in there was the wrong
13 administrator, even though McCabe had the information.
14 I think there was just too many cooks in the kitchen.

15 If you look at the exhibit that they have, they
16 have great records and they're trying to do a great job,
17 but it just slipped through the cracks. And the fact
18 that the windfall for Mr. Custer and a loss for the
19 minor, and in all of this is an opportunity to make our
20 system a little bit better by doing what the *Winrose*
21 Court did and expanding upon. We don't need HOA's
22 foreclosing for \$3,000.

23 THE COURT: But the Court is bound by the
24 legislature, correct? And so despite the sentiment of
25 *Winrose* -- and there are parts of this case I am

1 troubled by, and I'm just troubled by parts of it. But
2 *Winrose* in part recognizes it's a legislative call,
3 correct, as opposed to a judicial call?

4 In *Winrose*, you know, Mr. Custer stated that the
5 property went back to the HOA. Here there was
6 competitive bidding and it went to the high bidder. Is
7 that enough of a distinction to make a difference in the
8 analysis of *Winrose*?

9 MR. HAYES: Judge, if I may interject? In
10 *Winrose*, the property went to a third-party bidder, it
11 did not go back to the HOA.

12 THE COURT: All right, thank you.

13 MR. HAYES: I just wanted to clear that up.

14 THE COURT: All right, and I appreciate that.
15 Well then, disregard that last question.

16 MR. HAYES: I apologize for interrupting.

17 THE COURT: No, I appreciate that. I'm always
18 open to good lawyers like you, you're telling me what
19 the accurate statement of the law is.

20 MR. DOWNEY: And don't get me wrong, Your Honor.
21 I'm not trying to point fingers at anybody. I think it
22 was just a calamity of a ---

23 THE COURT: You're being a zealous advocate and
24 that's what you're supposed to do and I appreciate that.

25 Mr. Hayes, what, if anything, happened -- and

1 this situation clearly Plaintiff's law firm consisting
2 of very fine lawyers has actual notice that there is an
3 Estate and they are actively dealing with the
4 administrator, sets up a payment plan. But yet when it
5 comes time for the hearing, the notice -- Notice of
6 Hearing is never sent to the administrator. What's the
7 Court to do with that, if anything?

8 MR. HAYES: Judge, I'm not sure because, yes, it
9 should have been sent to -- I think the only person we
10 really had notice of was Katherine.

11 THE COURT: And I think the facts would support
12 that.

13 MR. HAYES: And, yes, we should have sent
14 something to Katherine before the foreclosure hearing.
15 Even though she wasn't the administrator, we didn't know
16 she wasn't the administrator. I mean, I'm just going
17 off the case notes that we have that Your Honor's
18 probably read. We should have sent notice to the person
19 who had sent us the letters of administration.

20 MS. DOWNEY: That's Ms. Downey's argument, you
21 knew, you'd been dealing with the administrator, but yet
22 you don't tell her about the hearing.

23 MR. HAYES: Judge, I agree we should have sent
24 something to her. I mean, she defaulted on the payment
25 plan. She had sent us the letters of administration I

1 think on December 16th or 17th of 2024. We should have
2 sent something to her. I admit that, yes, Your Honor.

3 THE COURT: Does the fact that Ms. Woody sent the
4 Notice of Hearing to who she believed at that time,
5 because she never received anything to the contrary, was
6 the administrator of the Estate, does that cure a
7 technical shortfall?

8 MR. HAYES: Your Honor, I'm not sure. I'm not
9 sure if it does or not.

10 THE COURT: And I understand from something in
11 the file that I read, your client does not oppose
12 setting aside the sale?

13 MR. HAYES: That's correct, Your Honor.

14 THE COURT: All right. And, by the way, I just
15 noticed Mr. Carswell is not here. Will you tell Mr.
16 Carswell -- may Mr. Carswell come back in?

17 MS. DOWNEY: Yes.

18 THE COURT: He was sequestered and...

19 All right. Mr. Wyman?

20 MR. WYMAN: Yes, Your Honor.

21 THE COURT: Under the cases, certainly the Court
22 has to look at the respective equities. On the one hand
23 there's clearly some balls dropped on behalf of the
24 Estate. Could have been done better. On the other
25 hand, as Mr. Hayes just acknowledged, notice could have,

1 should have been sent of the upcoming sale. And one of
2 the equities is on the one hand you have seasoned
3 investors who have spent a fair amount of money and
4 waiting to have a financial return.

5 On the other hand, you have a seven-year-old who
6 stands to inherit the funds, if this property goes back
7 and is sold by the administrator. How do those two
8 factors play out?

9 MR. WYMAN: Well, Your Honor, I think that the
10 bone fide purchaser case law comes into play, and that's
11 *Bloody Point* and that's, you know, that's -- I apologize
12 for the statute, it's 1539-70. The purchaser in good
13 faith in a judicial sale is not affected by
14 irregularities in the proceedings or even error in the
15 judgment under which the sale is made. And that's the
16 *Bloody Point* and that's been the law for a long time now
17 here in South Carolina regarding judicial sales.

18 And then the *Buffalo Creek* case that Ms. Downey
19 referenced is that -- excuse me -- that when we're
20 looking at the irregularities portion of the case law,
21 it's got to be irregularity of the sale. It's not
22 irregularity of the proceedings because, again, we've
23 got the bone fide purchaser rule that cuts that off.
24 There's nothing that's been set forth here today that
25 says it wasn't a standard judicial sale here in this

1 courtroom. So I don't think there's any irregularities
2 to the scale that -- excuse me, irregularities of the
3 sale that would warrant this Court to ---

4 THE COURT: Does *Winrose*, how does it intersect
5 with *Bloody Point* and the *Buffalo Creek*? Is that the
6 Court, our Supreme Court saying we want the right case
7 where we're gonna perhaps revise some of that in a way
8 we're gonna try to revive it? Is this a case that goes
9 to Columbia and they say, you know, when we look at the
10 equities, there's so many balls that were dropped, this
11 is the case we ought to say let's revisit this?

12 MR. WYMAN: Your Honor, I don't think *Winrose* is
13 a debt or equity method of calculation as far as shock
14 of conscience. And I think the Court's got to use the
15 debt method here because of the outstanding taxes. And
16 I don't think we come close to the 10 percent base line
17 that's in the case law with that.

18 *Winrose*, certainly there are comments. Certainly
19 the HOA lien foreclosure sales are unpopular, but as
20 this Court has previously testified -- or, excuse me,
21 referenced, that's for the legislature to develop a new
22 scheme. That's not for this Court to decide in this
23 case. The appellate case law here is the bone fide
24 purchaser.

25 And most of those cases come up in HOA lien

1 foreclosure sale. I would point this Court to
2 Bell Hall versus Murray, which came out of Charleston.
3 And that even touches on laches, which I think we've got
4 a laches issue here. I know Ms. Downey has referenced a
5 conveyor belt and a speedy process. This is not a
6 speedy process whatsoever from a foreclosure standpoint.
7 You know, I think laches come into play that can
8 certainly warrant rejecting their implication to set
9 aside the sale.

10 THE COURT: Does the analysis still control where
11 here the HOA's law firm was on actual notice that there
12 was an administrator of the Estate and that
13 administrator was not added as a party?

14 MR. WYMAN: Your Honor, I do not believe that it
15 does. And I would cite 29-36-10 which states that it
16 shall not be necessary to make the personal
17 representative of a deceased mortgagor a party to any
18 foreclosure proceeding and no sale heretofore made under
19 foreclosure proceedings to which the personal
20 representative of the deceased mortgagor was not a party
21 shall be invalid by reason of the absence of such
22 personal representative. And I think we've got to look
23 to the analysis mortgage foreclosure statute for that.

24 THE COURT: All right. Ms. Downey, anything else
25 for the record?

1 MS. DOWNEY: No, Your Honor.

2 THE COURT: Okay. All right. I'm gonna look
3 back through these cases again and I'm gonna give y'all,
4 if y'all want to submit any authority, I'll leave the
5 record open for ten days. If you do it, an e-mail is
6 all I need. I don't need all the fancy stuff and the
7 technology is that we lawyers all necessarily engage in.
8 And, you know, there are issues all the way around, and
9 my job is to resolve it, send y'all down to Columbia, so
10 to speak.

11 And I appreciate having good lawyers and good
12 issues. And, Ms. Semyonov, thank you for being here. I
13 know this has been a long hard journey for you, and my
14 job is Lady Justice is supposed to be blind, and I take
15 my responsibility to decide cases on the facts in the
16 law very seriously, but I do appreciate you having a
17 good lawyer and I appreciate Mr. Hayes and Mr. Wyman
18 being well prepared.

19 If you're gonna submit something within 10 days
20 from tomorrow, e-mail it straight to Ms. Cendroski, my
21 very fine court reporter. And then if I could get the
22 attorneys to go through the exhibits with her just to
23 make sure that they're staying here instead of
24 inadvertently going home with somebody's file. All
25 right. Thank y'all so much.

1 MS. DOWNEY: Thank you.

2 MR. HAYES: Thank you, Your Honor.

3 MR. WYMAN: Thank you, Your Honor.

4 (Trial concluded at 4:14 p.m.)

5

6 --- THIS ENDS TRANSCRIPT OF RECORD ---

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1 COURT REPORTER CERTIFICATE

2 I, the undersigned Julie A. Cendroski, Court
3 Reporter for the Thirteenth Judicial Master In Equity
4 Court of the State of South Carolina, do hereby certify
5 that to the best of my ability the foregoing is a true,
6 accurate, and complete transcript of record of all the
7 proceedings and evidence introduced in the hearing
8 and/or trial of the captioned case, relative to appeal,
9 in the Court of Common Pleas for Greenville County,
10 South Carolina, on the 10th day of October, 2025.
11 I do further certify that I am neither of kin,
12 counsel, nor interest to any party hereto.

13
14 Julie A Cendroski

15 S/O Julie A. Cendroski
16 Julie A. Cendroski
Master In Equity Greenville County
17
18
19
20
21
22
23
24
25

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	
HARBOR TOWN ASSOCIATION, INC.	)	C.A No: 2024-CP-23-04910
	)	
Plaintiff,	)	
	)	
vs.	)	AFFIDAVIT OF NON-SERVICE
	)	
RAJIV KUMAR LAKHANEY,	)	
	)	
Defendant,	)	

This is to certify that the undersigned is a process server retained by Greenville Process Service, LLC, and, as such, is familiar with the procedures and rules relating to service of process in the State of South Carolina.

That said Greenville Process Service, LLC has been retained by the McCabe, Trotter & Beverly, P.C.to attempt service on defendant Rajiv Kumar Lakhaneey.

The server attempted the address of 36 Spinnaker Court, Greenville, SC 29611 and found that the unit is currently unoccupied with items still inside of the home. The server spoke with a friend of the family and found that the defendant is deceased with a date of death on July 31, 2024.


J. Patrick Watson

SWORN to before me this the

19th day of August, 2024.

 (LS)

Notary Public for South Carolina

My commission expires: 12/06/2027

AFFIDAVIT OF PUBLICATION

Greenville Journal
581 Perry Ave., Greenville, SC 29611
(864) 679-1200

I, Bonnie Campbell, of lawful age, being duly sworn upon oath, deposes and says that I am the Client Services Manager of Greenville Journal, a publication that is a "legal newspaper" as that phrase is defined for the city of Greenville, for county of Greenville, in the state of South Carolina, that this affidavit is 1 of 2 with the full text of the sworn-to notice set forth on the page(s) that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

Publication Dates:

- Sep 27, 2024
- Oct 4, 2024
- Oct 11, 2024

Notice ID: H94Mch3rW61T0cBcln7y

Notice Name: 2024-CP-23-04910

Publication Fee: \$1056.00



Client Services Manager

VERIFICATION

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

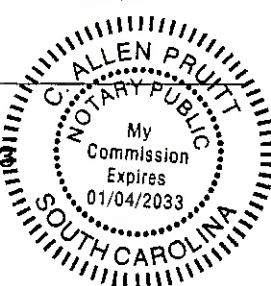
Signed or attested before me on this

11 day of October, A.D. 20 24.



Notary Public

My Commission Expires: 01/04/31



STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON
PLEAS
2024-CP-23-04910

Harbor Town Association, Inc.

Plaintiff,

v.

Rajiv Kumar Lakhanev, Deceased,
deceased; and any children and heirs
of law, distributes and devisees, and
if any be deceased then any persons
entitled to claim under or through
them; also all other persons unknown
claiming any right, title, interest or
lien upon the real property described
in the complaint herein, any unknown
adults being a class designated as
John Doe; and any unknown minors
or persons under disability or in the
military service being a class desig-
nated as Richard Roe.

Defendant(s).

NOTICE OF ORDER APPOINTING
GUARDIAN AD LITEM NISI

TO: THE DEFENDANTS
HEREIN, NAMES AND ADDRESSES
UNKNOWN, INCLUDING ANY
THEREOF WHO MAY BE MINORS,
IMPRISONED PERSONS, IN-
COMPETENT PERSONS, UNDER
OTHER LEGAL DISABILITY OR
IN THE MILITARY SERVICE, IF
ANY, WHETHER RESIDENTS
OR NON-RESIDENTS OF SOUTH
CAROLINA AND TO THE NATURAL,
GENERAL, TESTAMENTARY
GUARDIAN OR COMMITTEE,
OR OTHERWISE, AND TO THE
PERSON WITH WHOM THEY MAY
RESIDE, IF ANY THERE BE:

PLEASE TAKE NOTICE
that a Motion for an order appointing
Kelley Yarborough Woody, Esquire,
as Guardian ad Litem Nisi, for all
persons whomsoever herein collec-
tively designated as Richard Roe or
John Doe, defendants herein, names
and addresses unknown, including any
thereof who may be minors, impris-
oned persons, incompetent persons,
in the military service or under other
legal disability, whether residents or
non-residents of South Carolina, was
filed in the Office of the Clerk of Court
for Greenville County.

YOU WILL FURTHER TAKE
NOTICE that unless the said minors
or persons under other legal disabili-
ty, if any, or someone in their behalf
or in behalf of any of them, shall
within thirty (30) days after service of
notice of this order upon them by pub-
lication, exclusive of the day of such
service, procure to be appointed for
them, or either of them, a Guardian
ad Litem to represent them for the
purposes of this action, the appoint-
ment of said Guardian ad Litem Nisi
shall be made absolute.

SIGNATURE PAGE TO FOLLOW
/s/ Ashley N. Green
Ashley N. Green (SC Bar 101741)
McCabe, Trotter & Beverly
4500 Fort Jackson Blvd Suite 335
Columbia, SC 29209
Telephone: 803-724-5002
Fax: 803-724-5001
Email: ashley.green@mccabetroter.com

Attorney for Plaintiff
September 11, 2024
Columbia, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON

PLEAS
2024-CP-23-04910

Harbor Town Association, Inc.

Plaintiff,

v.

Rajiv Kumar Lakhani, Deceased,
deceased; and any children and heirs
at law, distributees and devisees, and
if any be deceased then any persons
entitled to claim under or through
them; also all other persons unknown
claiming any right, title, interest or
lien upon the real property described
in the complaint herein, any unknown
adults being a class designated as
John Doe; and any unknown minors
or persons under disability or in the
military service being a class desig-
nated as Richard Roe.,

Defendant(s).

SUMMONS AND NOTICE OF
FILING OF COMPLAINT

TO THE DEFENDANTS 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 to
the said Complaint upon the subscrib-
ers, at their office, 4500 Fort Jackson
Blvd, Suite 250, Columbia, South
Carolina 29209, within thirty (30) days
after the service hereof, exclusive of
the day of such service; and if you fail
to answer the Complaint in the time
aforesaid, judgment by default will
be rendered against you for the relief
demanded in the Complaint.

NOTICE IS HEREBY GIVEN
that the original Complaint in the
above entitled action was filed in the
office of the Clerk of Court for Green-
ville County on 08/12/2024.

BY: s/ Ashley N. Green
Ashley N. Green (SC Bar 101741)
McCabe, Trotter & Beverly
4500 Fort Jackson Blvd Suite 335
Columbia, SC 29209
Attorney for Plaintiff

September 11, 2024
Columbia, South Carolina
GJ-000042

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

HARBOR TOWN ASSOCIATION, INC.,

Plaintiff,

v.

RAJIV KUMAR LAKHANEY, DECEASED

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A No.: 2024-CP-23-04910

CERTIFICATE OF MAILING

20546.18

I, Theron Coetzee-Outing, an employee of the law offices of McCabe, Trotter & Beverly, P.C., attorneys for Plaintiff, do hereby certify that I have mailed a copy of an Order of Reference, a copy of which has been e-filed in connection with the above-referenced case, by mailing a copy of the same by United States mail, postage prepaid, to each of the addressees listed below and in separate envelopes, at each of their respective addresses listed, this 18 day of November, 2024.

Kelley Yarborough Woody, Esq.

PO Box 6432

Columbia, SC 29260

Guardian ad Litem for Unknown Defendants

Theron Coetzee-Outing

Columbia, South Carolina

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE

CIVIL ACTION: 2024-CP-23-04910

HARBOR TOWN ASSOCIATION, INC.,

PLAINTIFF,

v.

RAJIV KUMAR LAKHANEY, ET AL.

AFFIDAVIT OF ATTORNEY FOR
UNKNOWN DEFENDANTS IN THE
MILITARY SERVICE AND GUARDIAN
AD LITEM FOR UNKNOWN
DEFENDANTS WHO ARE MINORS
OR UNDER LEGAL DISABILITY

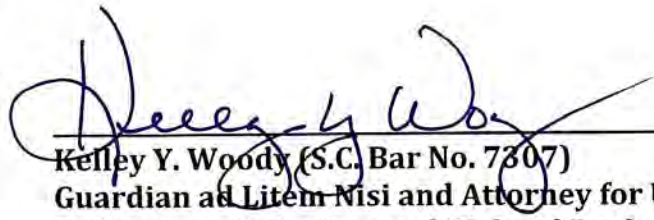
DEFENDANTS.

PERSONALLY APPEARED BEFORE ME, Kelley Y. Woody, who being duly sworn, deposes and states as follows:

1. That she consented to her appointment as Attorney for Unknown Defendants in the Military Service and Guardian ad Litem for Unknown Defendants who are Minors or Under Legal Disability (Unknown Defendants also referred to as John Doe and Richard Roe);
2. That she reviewed the pleadings filed by Plaintiff's attorney regarding this matter;
3. That she filed an Answer and a Consent to Reference on behalf of the Unknown Defendants;
4. That she sent correspondence to the Estate of Rajiv Kumar Lakhaney inquiring as to heirs and devisees of Rajiv Kumar Lakhaney or other persons who may claim any interest in the subject property other than those named in the Complaint; a copy of this letter is filed herewith as Exhibit A;

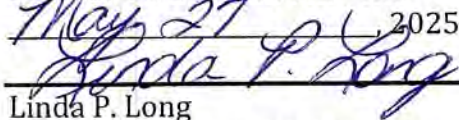
5. That Phillip Ziganton, Administrator of the Estate of Rajiv Lakhane, emailed Affiant and informed her there are heirs of Rajiv Lakhane and provided the contact information for his wife, Katherine Semyanov;
6. That Affiant relayed this information to the Plaintiff;
7. That Affiant received no other response to this letter nor was it returned to her;

FURTHER AFFIANT SAYETH NOT.


Kelley Y. Woody (S.C. Bar No. 7307)
Guardian ad Litem Nisi and Attorney for Unknown
Defendants (John Doe and Richard Roe)
P.O. Box 6432
Columbia, SC 29209
803-787-9678 (phone) kwoody@kelleywoody.com

SWORN TO BEFORE ME THIS

May 27, 2025


Linda P. Long

NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires: January 19, 2034



KELLEY YARBOROUGH WOODY
ATTORNEY AT LAW, LLC

P.O. Box 6432 • COLUMBIA • SOUTH CAROLINA • 29260
803-787-9678 (PHONE) • 803-787-9743 (FAX) • KWOODY@KELLEYWOODY.COM

September 19, 2024

Estate of Rajiv Kumar Lakhaney
36 Spinnaker Court
Greenville, SC 29611

Re: Harbor Town Assoc. v. Rajiv Kumar Lakhaney, deceased, et al.
Civil Action: 2024-CP-23-04910

To Whom It May Concern:

I have consented to be appointed as the attorney for the **Unknown** Defendants in the Military Service and the Guardian ad Litem for **Unknown** Defendants who are minors, incarcerated, or incompetent in the above-referenced action only. I filed an Answer on behalf of these defendants.

This action seeks the collection of delinquent Homeowners Association fees and/or foreclosure and termination of rights to the subject property owned by Rajiv Kumar Lakhaney (deceased) and his heirs or devisees. The subject property location is 36 Spinnaker Court, Greenville, South Carolina.

It is my duty to raise any legal defenses of any unknown heirs or unknown persons who may claim any interest in the subject property. There are no known heirs of Rajiv Kumar Lakhaney. Please contact me if you know of any other heirs or anyone else who may claim an interest in the property.

Sincerely,


Kelley Y. Woody

FILED
GREENVILLE CO. S. C.
JUN 5 12 52 PM '25

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**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made on the date hereinafter set forth by Harbor Town Limited Partnership, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the County of Greenville, State of South Carolina, which is more particularly described on Exhibit A attached hereto and made a part hereof.

NOW THEREFORE, Declarant hereby declares that all of the properties described in Exhibit A shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to Harbor Town Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the first happening of either of

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) July 1, 1978

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessment, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvements and maintenance of the Common Area and of the buildings and facilities situated thereon.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Sixty Dollars (\$360) per Lot payable at the rate of Thirty Dollars (\$30) per month.

(a) From and after January 1 of the year immediately following conveyance of the First Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association as agent for the members may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including parking areas, fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum, at subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, provided, however, that any Lot owned by the Declarant without an occupied dwelling thereon may be assessed at a scaled down assessment rate of twenty-five percent (25%) of the annual assessment rate per Lot as long as this will not require an increase in the annual assessment per Lot, provided further, however, nothing herein contained shall permit the reduction in the special assessments for any Lot owned by the Declarant without an occupied dwelling thereon.

Section 7. Date of Commencement of Annual Assessments:
Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for

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a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereon be made until the plans and specifications showing the nature, color, kind, shape, height, materials, and location of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding

WJ 1031 142 278

structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property

STATE OF SOUTH CAROLINA
 COUNTY OF GREENVILLE
 HARBOR TOWN ASSOCIATION, INC.

Plaintiff,

v.

RAJIV KUMAR LAKHANEY, DECEASED

Defendant(s).

20546.18

IN THE COURT OF COMMON PLEAS

DOCKET NO. 2024-CP-23-04910

AFFIDAVIT OF DEBT

PERSONALLY APPEARED, who being duly sworn, says:

1. I am authorized to execute this validation of debt on behalf of the plaintiff as an employee of C. Dan Joyner Property Management, the acting management company for Harbor Town Association, Inc.

2. It is the regular practice of the management company, on behalf of the Plaintiff, to generate such account summary information and affidavits of debt when requested from the electronic payment history it maintains for the Plaintiff. This validation of debt of the above referenced account accurately reflects, to the best of my knowledge, the debits and credits made on this account.

3. The attached ledger (Exhibit A), which I have confirmed following my review of Harbor Town Association, Inc.'s business records, is a true and accurate record of the balance owed by the Defendant(s) as of May 27, 2025.

FURTHER AFFIANT SAYETH NAUGHT.

Nikki Hartley

Signature

Accounting Representative

Title/Position

STATE OF South Carolina
 COUNTY OF Greenville

Sworn to before me this 29th day of May, 2025.

Ann D. Carrien

(L.S.)

Notary Public for South Carolina

My Commission Expires: 3/7/2033

EXHIBIT A

01/01/2023	Regular Assessment	\$141.12	\$141.12
01/01/2023	Regular Assessment	\$10.00	\$151.12
01/30/2023	Interest	\$0.71	\$151.83
02/01/2023	Regular Assessment	\$141.12	\$292.95
02/01/2023	Regular Assessment	\$10.00	\$302.95
02/28/2023	Interest	\$1.41	\$304.36
03/01/2023	Regular Assessment	\$141.12	\$445.48
03/01/2023	Regular Assessment	\$10.00	\$455.48
03/30/2023	Interest	\$2.12	\$457.60
04/01/2023	Regular Assessment	\$141.12	\$598.72
04/01/2023	Regular Assessment	\$10.00	\$608.72
04/30/2023	Interest	\$2.82	\$611.54
05/01/2023	Regular Assessment	\$141.12	\$752.66
05/01/2023	Regular Assessment	\$10.00	\$762.66
05/30/2023	Interest	\$3.53	\$766.19
06/01/2023	Regular Assessment	\$141.12	\$907.31
06/01/2023	Regular Assessment	\$10.00	\$917.31
06/15/2023	Legal Fee - Lien Stage	\$475.00	\$1,392.31
06/30/2023	Interest	\$4.23	\$1,396.54
07/01/2023	Regular Assessment	\$141.12	\$1,537.66
07/01/2023	Regular Assessment	\$10.00	\$1,547.66
07/30/2023	Regular Assessment	\$4.94	\$1,552.60
08/01/2023	Regular Assessment	\$141.12	\$1,693.72
08/01/2023	Capital Assessment	\$10.00	\$1,703.72
08/04/2023	Regular Assessment	(\$1,062.78)	\$640.94
08/04/2023	MTB Legal Fee	(\$475.00)	\$165.94
08/04/2023	Interest	(\$14.82)	\$151.12
09/01/2023	Regular Assessment	\$141.12	\$292.24
09/01/2023	Capital Reserve	\$10.00	\$302.24
09/30/2023	Interest	\$0.71	\$302.95
10/01/2023	Regular Assessment	\$141.12	\$444.07
10/01/2023	Capital Reserve	\$10.00	\$454.07
10/30/2023	Interest	\$1.41	\$455.48
11/01/2023	Regular Assessment	\$141.12	\$596.60
11/01/2023	Capital Reserve	\$10.00	\$606.60
11/30/2023	Interest	\$2.12	\$608.72
12/01/2023	Regular Assessment	\$141.12	\$749.84
12/01/2023	Capital Reserve	\$10.00	\$759.84
12/30/2023	Interest	\$2.82	\$762.66
01/01/2024	Regular Assessment	\$148.00	\$910.66
01/01/2024	Capital Reserve	\$10.00	\$920.66
01/30/2024	Interest	\$0.74	\$921.40
02/01/2024	Regular Assessment	\$148.00	\$1,069.40
02/01/2024	Capital Reserve	\$10.00	\$1,079.40
02/29/2024	Interest	\$1.48	\$1,080.88
03/01/2024	Regular Assessment	\$148.00	\$1,228.88
03/01/2024	Capital Reserve	\$10.00	\$1,238.88
03/30/2024	Interest	\$2.22	\$1,241.10
04/01/2024	Regular Assessment	\$148.00	\$1,389.10
04/01/2024	Capital Reserve	\$10.00	\$1,399.10
04/30/2024	Interest	\$2.96	\$1,402.06
05/01/2024	Regular Assessment	\$148.00	\$1,550.06
05/01/2024	Capital Reserve	\$10.00	\$1,560.06
05/22/2024	Transunion	\$5.00	\$1,565.06
05/28/2024	Legal Fee - Foreclosure Warning Stage	\$150.00	\$1,715.06

05/30/2024	Interest	\$3.70	\$1,718.76
06/01/2024	Regular Assessment	\$148.00	\$1,866.76
06/01/2024	Capital Reserve	\$10.00	\$1,876.76
06/18/2024	Cost - Title Abstract	\$122.00	\$1,998.76
06/30/2024	Interest	\$4.44	\$2,003.20
07/01/2024	Regular Assessment	\$148.00	\$2,151.20
07/01/2024	Capital Reserve	\$10.00	\$2,161.20
07/22/2024	MTB Legal Fee - Title Review and Complaint Preparation Fee	\$700.00	\$2,861.20
07/30/2024	Interest	\$5.18	\$2,866.38
08/01/2024	Regular Assessment	\$148.00	\$3,014.38
08/01/2024	Capital Reserve	\$10.00	\$3,024.38
08/12/2024	Court Filing Fee - Summons and Complaint	\$180.32	\$3,204.70
08/16/2024	Legal Fee - Suit Filing and Service	\$50.00	\$3,254.70
08/27/2024	Non Service Funded	\$80.00	\$3,334.70
08/30/2024	Interest	\$5.92	\$3,340.62
09/01/2024	Regular Assessment	\$148.00	\$3,488.62
09/01/2024	Capital Reserve	\$10.00	\$3,498.62
09/05/2024	Guardian ad Litem Fee	\$500.00	\$3,998.62
09/05/2024	Order for Appointment of GAL Filing Fee	\$31.74	\$4,030.36
09/05/2024	Transunion	\$5.00	\$4,035.36
09/17/2024	Service via Publication	\$1,056.00	\$5,091.36
09/30/2024	Interest	\$6.66	\$5,098.02
10/01/2024	Regular Assessment	\$148.00	\$5,246.02
10/01/2024	Capital Reserve	\$10.00	\$5,256.02
10/30/2024	Interest	\$7.40	\$5,263.42
11/01/2024	Regular Assessment	\$148.00	\$5,411.42
11/01/2024	Capital Reserve	\$10.00	\$5,421.42
11/12/2024	File Order of Reference and Affidavit of Default	\$156.74	\$5,578.16
11/12/2024	MTB Legal Fee - Default and Reference to Master in Equity	\$150.00	\$5,728.16
11/30/2024	Interest	\$8.14	\$5,736.30
12/01/2024	Regular Assessment	\$148.00	\$5,884.30
12/01/2024	Capital Reserve	\$10.00	\$5,894.30
01/01/2025	Regular Assessment	\$148.00	\$6,042.30
01/01/2025	Special Assessment	\$10.00	\$6,052.30
01/02/2025	Payment for Payment Plan Scheduled on 12/31/2024	(\$1,050.00)	\$5,002.30
01/02/2025	Payment for Payment Plan Scheduled on 12/31/2024	(\$718.29)	\$4,284.01
01/02/2025	Payment for Payment Plan Scheduled on 1/31/2025	(\$131.71)	\$4,152.30
02/01/2025	Regular Assessment	\$148.00	\$4,300.30
02/01/2025	Special Assessment	\$10.00	\$4,310.30
03/01/2025	Regular Assessment	\$148.00	\$4,458.30
03/01/2025	Special Assessment	\$10.00	\$4,468.30
03/31/2025	Interest	\$10.61	\$4,478.91
04/01/2025	Regular Assessment	\$148.00	\$4,626.91
04/01/2025	Special Assessment	\$10.00	\$4,636.91
04/14/2025	MTB Legal Fee - Hearing Stage	\$600.00	\$5,236.91
05/01/2025	Regular Assessment	\$148.00	\$5,384.91

05/01/2025	Special Assessment	\$10.00	\$5,394.91
05/01/2025	Interest	\$11.35	\$5,406.26
05/27/2025	Court Reporter	\$32.50	\$5,438.76
06/01/2025	Regular Assessment	\$148.00	\$5,586.76
06/01/2025	Special Assessment	\$10.00	\$5,596.76
	Total Balance Due:	\$5,596.76	

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
HARBOR TOWN ASSOCIATION, INC.

IN THE COURT OF COMMON PLEAS

2024-CP-23-04910

Plaintiff,

AFFIDAVIT OF COSTS

v.

RAJIV KUMAR LAKHANEY, DECEASED

Defendant(s).

20546.18

PERSONALLY appeared before me, the undersigned, who being duly sworn, deposes and says:

I am the attorney for Plaintiff in the above-captioned action for which the following costs, which are secured by the governing documents for Plaintiff, have been incurred to date and not reimbursed by the client and reflected as a portion of the corporate advance:

a. Title Abstract	\$122.00
b. Complaint Filing Fee	\$180.32
c. Service (Personal or Publication)	\$1,136.00
d. Military Verification	\$10.00
e. Order of Reference	\$156.74
f. Guardian ad Litem Fee	\$531.74
g. Court Reporter	\$32.50
TOTAL COSTS OF COLLECTION TO DATE	\$2,169.30



Ashley N. Green (SC Bar 101741)
McCabe, Trotter & Beverly
4500 Fort Jackson Blvd Suite 335
Columbia, SC 29209
Telephone: 803-724-5002
Fax: 803-724-5001
Email: ashley.green@mccabetrotter.com
Attorney for Plaintiff

May 30, 2025

Columbia, South Carolina

Sworn to before me this

2 day of JUNE, 2025


Notary Public for South Carolina

My Commission Expires: 06/26/2034



STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
HARBOR TOWN ASSOCIATION, INC.

Plaintiff,

v.

RAJIV KUMAR LAKHANEY, DECEASED

Defendant(s).

IN THE COURT OF COMMON PLEAS

2024-CP-23-04910

AFFIDAVIT OF ATTORNEY'S FEES

20546.18

PERSONALLY appeared before me Ashley N. Green, attorney for the Plaintiff, who first being duly sworn, deposes and says as follows:

1. I am an attorney for the Plaintiff in the above referenced matter.
2. This case is an action to foreclose an unpaid assessment lien on real property located in Greenville County, South Carolina. The governing documents ("Declaration") for Plaintiff specifically provide that the Plaintiff is entitled to the recovery of attorneys' fees and costs associated with the collection of sums due under the Declaration.
3. I was retained by the Plaintiff to conduct this foreclosure action pursuant to a contractual rate of compensation providing for a flat attorneys' fee in the amount of \$2,125.00.
4. Under Dede v. Strickland, 414 S.E.2d. 134 (S.C. 1992), the Supreme Court of South Carolina has set forth the factors to be considered in an award of attorney's fees in real property actions. These factors include nature, extent, and difficulty of the legal services rendered, the time and labor necessarily devoted to the case, the professional standing of counsel, the contingency of compensation, the customary fees charged in the locality for similar services, and the beneficial result obtained. These factors, as applied in this case, are as follows:

- a. **Nature, Extent, and Difficulty of the Legal Services Rendered:** As stated earlier, this is an action to foreclose an unpaid assessment lien on real property. The case involved complex issues of real property law. A hearing was held by the Master in Equity, who requires an order to be prepared by Plaintiffs counsel. Accordingly, the factual and legal issues presented were complex and detailed in nature, the extent of the work performed was necessary to adequately prepare and try these matters, and the matters decided were of legal and factual difficulty.

b. Time and Labor Necessarily Devoted to the Case: As stated above, this case involved difficult issues of both legal and factual natures. My staff and I have been responsible for the preparation of the pleadings and other documents including:

- i. Notice of Lien
- ii. Lis Pendens
- iii. Summons and Complaint
- iv. Affidavits of Default
- v. Order of Reference
- vi. Notice of Hearing
- vii. Record of Testimony
- viii. Proposed Judgment of Foreclosure and Sale
- ix. Notice of Sale

Additionally, we have been responsible for the preparation and service of the pleadings upon the defendant(s) personally or by statutory/substitute service; obtaining payoff figures as requested; and scheduling and attending the hearing in this matter. Future responsibilities include forwarding copies of the Judgment to appearing defendants, obtaining bidding instructions from Plaintiff or its designee, representing Plaintiff at the sale or arranging for such representation, preparing an Order of Sale or Report on Sale and Disbursements and Order Confirming Sale, and preparing the Foreclosure Deed and any other documents necessary in this particular action.

- c. Professional Standing of Counsel:** I am a licensed member of the Bar of the State of South Carolina. I completed law school in 2014. Since 2018 I have been employed with a law firm practicing community association law. I am a member of the Richland County Bar Association, the South Carolina Bar Association, and other professional organizations. Approximately 95% of my practice consists of real property litigation, including foreclosure cases, collection cases, and other land related litigation. Accordingly, I submit that I have a high professional standing in general and in this area of practice.
- d. Contingency of Compensation.** As recited above, compensation in this case is based on a flat-fee rate of \$2,125.00.
- e. Customary Fee Charged on the Locality for Similar Services.** I am aware from discussions with clients, other attorneys in the Foreclosure Bar in the state of South Carolina, and from my general familiarity with the legal profession that the fee charged is a fee well within the range of fees customarily charged in this locality for similar services.

- f. **Beneficial Results Obtained:** This attorney obtained beneficial results for the Plaintiff in this action by securing a Judgment enforcing Plaintiff's rights under the Declaration with regard to the subject real property. Accordingly, it is submitted that beneficial results were obtained by this firm on the Plaintiffs' behalf.

5. After due consideration of the nature, extent, and difficulty of the legal services rendered, the time and labor necessarily devoted to the case, the professional standing of counsel, the contingency of compensation, the customary fee charged in the locality for similar services, and the beneficial result obtained, I respectfully submit that an award of attorney's fees to the full extent set forth in this Affidavit is appropriate; therefore, Plaintiffs are entitled to recover \$2,125.00 in attorney's fees.

6. Accordingly, the total attorney's fees sought in this case and allowable under the terms of the Declaration total \$2,125.00.

FURTHER AFFIANT SAYETH NOT.



Ashley N. Green (SC Bar 101741)
McCabe, Trotter & Beverly
4500 Fort Jackson Blvd Suite 335
Columbia, SC 29209
Telephone: 803-724-5002
Fax: 803-724-5001
Email: ashley.green@mccabetrotter.com
Attorney for Plaintiff

May 30, 2025

Columbia, South Carolina

Sworn to before me this
2 day of May, 2025


Notary Public for South Carolina

My Commission Expires: 6/26/2034



STATE OF SOUTH CAROLINA

COUNTY OF Greenville

Harbor Town Association, Inc.,

Plaintiff,

v.

Rajiv Kumar Lakhane, Deceased,

Defendant(s).

20546.18

IN THE COURT OF COMMON PLEAS

2024-CP-23-04910

CERTIFICATE OF MAILING

I, Theron Coetzee-Outing, an employee of the law offices of McCabe, Trotter & Beverly, attorneys for Plaintiff, do hereby certify that I have mailed a copy of the e-filed Judgment of Foreclosure and Sale by United States mail, postage prepaid, to each of the Addressees listed below and in separate envelopes, at each of their respective addresses listed, this 23 day of June, 2025.

Kelley Yarborough Woody, Esq.

PO Box 6432

Columbia, SC 29260

Guardian ad Litem for Unknown Defendants



Theron Coetzee-Outing

Columbia, South Carolina

**THIS COMMUNICATION IS FOR THE PURPOSE OF COLLECTING A DEBT. ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

Harbor Town Association, Inc.,

Plaintiff,

v.

Rajiv Kumar Lakhaney, Deceased,

Defendant(s).

IN THE COURT OF COMMON PLEAS

2024-CP-23-04910

CERTIFICATE OF MAILING

20546.18

I, Theron Coetzee-Outing, an employee of the law offices of McCabe, Trotter & Beverly, P.C., attorneys for Plaintiff, do hereby certify that I have mailed a Notice that Foreclosure Sale has been Scheduled, which is attached hereto and incorporated herein by reference in connection with the above-referenced case, by mailing a copy of the same by United States mail, postage prepaid, to each of the Addressees listed below and in separate envelopes, at each of their respective addresses shown thereon, this 9 day of July, 2025.

Kelley Yarborough Woody, Esq.

PO Box 6432

Columbia, SC 29260

Guardian ad Litem for Unknown Defendants



Theron Coetzee-Outing

Columbia, South Carolina

**THIS COMMUNICATION IS FOR THE PURPOSE OF COLLECTING A DEBT. ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE**

GREENVILLE JOURNAL

Community Journals, LLC
PO Box 2266, Greenville, SC 29602

Master in Equity
Attn. Jennifer Boehmke
305 E. North St, Ste 313
Greenville, SC 29601-2121

Attorney: McCabe, Trotter & Beverly, P.C.
Case #: 2024-CP-23-04910
Defendant: Rajiv Lakhaney
Ad ID: 08-04-20252024CP2304910

Classification: Master in Equity

Publication Dates	Lines	Line Rate	Cost
7/18/2025	110 X	\$ 1.65 =	\$ 181.50
7/25/2025	110 X	\$ 1.65 =	\$ 181.50
8/1/2025	110 X	\$ 1.65 =	\$ 181.50

Attorney Fee:	\$544.50
MIE Volume Discount:	\$ (217.80)
MIE Cost:	\$326.70

I, Britiney McCombs, being a legal advertising agent for Greenville Journal, do hereby testify that the attached legal ad published on the dates listed above.



Britiney McCombs
Operations Assistant



2024-CP-23-04910
EQUITY COURT SALES
STATE OF SC
GREENVILLE COUNTY
COURT OF COMMON PLEAS

07/25/2025 , and 08/01/2025

Ashley N. Green
McCabe, Trotter & Beverly, P.C.
4500 Fort Jackson Blvd Suite 335
Columbia, SC 29209
803-724-5000

Pursuant to Court Decree in Harbor Town Association, Inc. Plaintiff(s)
vs. Rajiv Lakhane, Defendant
Additional Defendants:

I will sell at public auction to highest bidder at County Court House on 08/04/2025 at 11:00 a.m. the following property: All that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Greenville and being known and designated as Unit 36 on a plat of Harbor Town, dated January 30, 1976 and recorded in Plat Book 5-P at Page 14 in the Register of Deeds Office for Greenville County, South Carolina. Reference to which is hereby made to said plat for a more complete description thereof. This being the same property conveyed to Rajiv Kumar Lakhane by deed of U.S. Bank National Association dated February 14, 2020 and recorded September 4, 2020 in Book 2602, Page 5749 in the Office of the Register of Deeds for Greenville County, South Carolina. TMS map: B002040103600
THE STREET ADDRESS IS: 36 Spinnaker Court Greenville, SC 29611

The total judgment debt set forth in the Order is \$5,596.76.
(THE ORIGINAL FILE CAN BE VIEWED IN THE CLERK OF COURT'S OFFICE)

This property will be sold subject to any past due or accruing Property taxes, assessments, existing easements and restrictions of record and any other senior encumbrances.

This property will be sold subject to the following mortgage(s)/ senior encumbrances: N/A

The successful bidder must pay interim interest from the date of the Sale through date of compliance at the rate of 6.00%.

Each successful bidder other than plaintiff at time bid is accepted will be required to deposit with Master as evidence of good faith 5% of bid in cash or certified check at the time of bid. In event purchaser fails or refuses to comply with terms of sale within 20 days from close of bidding, deposit shall be forfeited and applied first to costs and then to Plaintiff's debt, and the Master shall forthwith re-advertise and resell said property upon the same terms on some subsequent sales day at the risk of former purchaser until obtaining full compliance with sale.

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

Bidding will not remain open after the sale.

Terms of sale - cash; purchaser to pay for deed and stamps.

Additional Terms of sale:

Attention is drawn to the Court Order on file with the Clerk of Court for Greenville County. The terms and conditions of the actual Court Order, to the extent of any inconsistencies, control over any terms or conditions contained in the Notice of Sale.

Charles B. Simmons, Jr.
Equity Court Judge

This notice will run in the Greenville Journal on: 07/18/2025 ,

State of South Carolina
County of Greenville

In the Court of Common Pleas
Case No. 2024-CP-23-04910

Harbor Town Association, Inc.

Plaintiff

v.

Rajiv Kumar Lakhaney,
Deceased, et al.

Affidavit

Carmen Cortes-Sykes, being duly sworn, hereby deposes and says:

1. A consent order was entered on January 22, 2025 appointing me as Substitute Administrator for the Estate of Rajiv Lakhaney. See Exhibit A.
2. Letters of Administration were received on January 22, 2025. See Exhibit B
3. Prior to my appointment, the Administrator of the Estate was Katherine Semyonov, his ex-wife.
4. Since my appointment as Administrator, I became aware of numerous properties owned by decedent individually or through one of his LLCs.
5. One such property was located at 36 Spinnaker Court, Greenville, South Carolina. Approximately in July 2025, I was advised by Phil Ziganto, a local realtor in South Carolina and a friend of decedent, that there were monies due for HOA. Attempts were made by me to contact the Management Office. No calls were returned.
6. I was advised by Katherine Smyonov that she became aware of an attorney assigned as Guardian Ad Litem for the benefit of any children of decedent or any direct heirs. The name provided to me was Kelly Woody, Esq.
7. Not receiving any call, I googled Ms. Woody and found a number for her in Columbia, South Carolina. On July 9, 2025 at 9:25am I left a voice mail for Ms. Woody. I identified myself as the Administrator of the Estate and left a number to be contacted. I did not receive a return call.
8. On July 23, 2025 at 11:05 am I again called Ms. Woody and left a second message. I did not receive a return call.
9. On August 6, 2025 I received notification from Katherine Semyonov that she had been advised of the property having been sold in a Master in Equity Sale on August 4, 2025. I

also was copied on an email from Phil Ziganto dated August 4, 2025 wherein he was asking for the amount due. I also tried calling the Property Management Office with no success. This was the notice that a foreclosure had taken place.

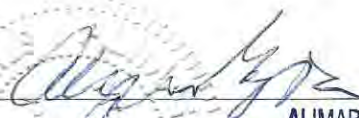
10. On August 8, 2025 at 11:30 am I again called Attorney Woody and left a message on her voicemail. I was contacted on August 12, 2025. This was the first and only conversation I have ever had with Ms. Woody. She basically advised that she was the assigned Guardian Ad Litem and could not offer any other information on the sale or how it had preceded. She seemed unaware of my involvement as Administrator.
11. Immediately when I became aware of the sale, I contacted counsel at McCabe Trotter and Beverly, who handled the sale. They advised that they would consent to overturning the sale. Unfortunately, Buyer would not consent.
12. Before the sale I was never served with any notice nor was I ever called regarding any foreclosure or sale. I have been Administrator since late January of 2025 and should have been made aware of any proceedings. As Administrator, it is my obligation to ensure that the Estate is properly maintained for the benefit of his heirs.
13. The sale of the above referenced property was effectuated with no notice upon the Administrator and no efforts to locate any relevant party.
14. It appears that Plaintiff was aware of the death of Mr. Lakhaney but it does not appear that any efforts were made to confirm the death or to locate the appropriate Administrator.
15. I am advised that there is a notation of an Estate and a docket number in the relevant pleadings. However, no attempt was ever made to properly serve me.

The affiant declares under penalty of perjury under the laws of New Jersey that the foregoing is true and correct.


Carmen Cortes-Sykes, Esq.

Sworn to and Subscribed

Before me this 3rd day of September, 2025.


Notary Public
ALIMARY MEJIA
A Notary Public of New Jersey
COMM. NO: 50223456
My Commission Expires July 24, 2029

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

HARBOR TOWN ASSOCIATION, INC.,

PLAINTIFF,

v.

RAJIV KUMAR LAKHANEY, ET AL,

DEFENDANTS.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION: 2024-CP-23-04910

AFFIDAVIT OF GUARDIAN AD
LITEM NISI FOR UNKNOWN
DEFENDANTS (JOHN DOE AND
RICHARD ROE)

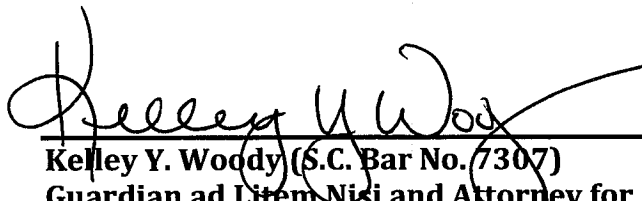
PERSONALLY APPEARED BEFORE ME, Kelley Y. Woody, who being duly sworn, deposes and states as follows:

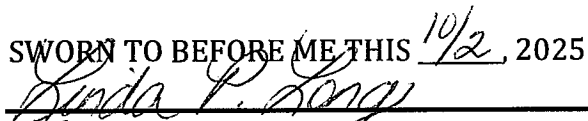
1. That Affiant was appointed as Guardian ad Litem for Unknown Defendants who are minors, incompetents, incarcerated, or under other legal disability and as Attorney for any Unknown Defendants who may be in the military service of the United States (**Unknown Defendants also referred to as John Doe and Richard Roe**);
2. That Affiant answered for the Unknown Defendants and wrote a letter to the Estate of Rajiv Kumar Lakhaney dated September 19, 2024, inquiring as to other heirs or devisees of Mr. Lakhaney; a copy of this letter is filed herewith as Exhibit A;
3. That Affiant received an email dated December 13, 2024, from a Philip Z giving information about heirs of Mr. Lakhaney;
4. That Affiant forwarded this message to attorneys for Plaintiff on December 14, 2024; a copy of these emails is filed herewith as Exhibit B;
5. That Affiant received an email from Katherine Semyonov dated December 16, 2024, stating she was the Administrator of the Estate of Mr. Lakhaney and was trying to get information on how to pay the Homeowners' Association Dues;

6. That Affiant replied to Ms. Semyonov and copied Plaintiff's counsel and paralegal on December 16, 2024; a copy of these emails are filed herewith as Exhibit C;
7. That Affiant prepared and efiled her Affidavit for the foreclosure hearing on May 28, 2025; a copy of this Affidavit is filed herewith as Exhibit D;
8. That when preparing her Affidavit, Affiant saw the email regarding payment of dues (Exhibit C) and sent a courtesy copy of the Notice of Hearing to Ms. Semyonov on May 25, 2025; a copy of the email chain with Ms. Semyonov is filed herewith as Exhibit E;
9. That Ms. Semyonov emailed Affiant on May 27 and told her there was new Administrator;
10. That Affiant advised Ms. Semyonov to forward the Notice of Hearing to the new Administrator on May 27, 2025 (see email chain);
11. That Affiant received another email from Ms. Semyonov on Friday, August 8, 2025, inquiring into the status of the foreclosure (see email chain);
12. That Affiant responded to the August 8 email on August 11 with information regarding the sale (see email chain);
13. That Affiant never told Katherine Smyonov that she was Guardian ad Litem for the "benefit of any children of decedent or any direct heirs" as referred to in Paragraph 6 of Carmen Cortes-Sykes' Affidavit filed September 8, 2025;
14. That there is no Order of Appointment of Affiant to anyone other than the Unknown Defendants as referred to in Paragraph 1 of this Affidavit;
15. That Affiant did not receive a voicemail from Ms. Cortes-Sykes on July 9, 2025, at 9:25 a.m. as indicated in Paragraph 7 of her Affidavit;
16. That Affiant's phone records indicate that the first call received by her office on July 9, 2025, was at 10:57 a.m. from Annie Davis at an 803 area code;

17. That did not receive a voicemail from Ms. Cortes-Sykes on July 23, 2025, at 11:05 a.m. as indicated in Paragraph 8 of her Affidavit;
18. That Affiant's phone records indicate that the only call received by her office on July 23, 2025, was at 10:18 a.m. from Jaqueline Perez at a 910 area code;
19. That Affiant affirms that she received a voicemail from Ms. Cortes-Sykes on Friday, August 8 at 10:43 a.m. and returned that telephone call on Tuesday, August 12; a transcript of the voice message from Ms. Cortes-Sykes is filed herewith as Exhibit F;
20. That Affiant is not sure why Ms. Cortes-Sykes would be communicating with the Guardian ad Litem/Attorney for Unknown Defendants instead of with the Plaintiff's attorney throughout this time;

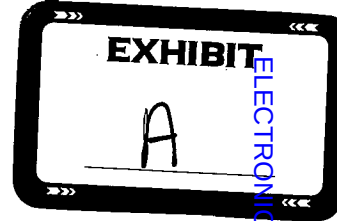
FURTHER AFFIANT SAYETH NOT.


Kelley Y. Woody (S.C. Bar No. 7307)
Guardian ad Litem Nisi and Attorney for
Unknown Defendants
 P.O. Box 6432
 Columbia, SC 29209
 803-787-9678 (phone)
kwoody@kelleywoody.com

SWORN TO BEFORE ME THIS 10/2, 2025

 Linda P. Long
 NOTARY PUBLIC FOR SOUTH CAROLINA
 My commission expires: January 19, 2034

KELLEY YARBOROUGH WOODY
ATTORNEY AT LAW, LLC

P.O. Box 6432 • COLUMBIA • SOUTH CAROLINA • 29260
803-787-9678 (PHONE) • 803-787-9743 (FAX) • KWOODY@KELLEYWOODY.COM



September 19, 2024

Estate of Rajiv Kumar Lakhaney
36 Spinnaker Court
Greenville, SC 29611

Re: Harbor Town Assoc. v. Rajiv Kumar Lakhaney, deceased, et al.
Civil Action: 2024-CP-23-04910

To Whom It May Concern:

I have consented to be appointed as the attorney for the **Unknown** Defendants in the Military Service and the Guardian ad Litem for **Unknown** Defendants who are minors, incarcerated, or incompetent in the above-referenced action only. I filed an Answer on behalf of these defendants.

This action seeks the collection of delinquent Homeowners Association fees and/or foreclosure and termination of rights to the subject property owned by Rajiv Kumar Lakhaney (deceased) and his heirs or devisees. The subject property location is 36 Spinnaker Court, Greenville, South Carolina.

It is my duty to raise any legal defenses of any unknown heirs or unknown persons who may claim any interest in the subject property. There are no known heirs of Rajiv Kumar Lakhaney. Please contact me if you know of any other heirs or anyone else who may claim an interest in the property.

Sincerely,

A handwritten signature in black ink, appearing to read "Kelley Y. Woody". Below the signature, the name "Kelley Y. Woody" is printed in a small, sans-serif font.

ELECTRONICALLY FILED - 2025 Oct 03 12:23 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2304910

Kelley Woody**Saturday, December 14, 2024 at 16:01:10 Eastern Standard Time**

Subject: FW: Estate of Rajiv Kumar Lakhaney - 36 Spinnaker court
Date: Saturday, December 14, 2024 at 4:01:05 PM Eastern Standard Time
From: Kelley Woody
To: Ashley Green, Theron Coetzee



Hi Y'all. Please see below regarding heirs of Rajiv Lakhaney.
Thanks,
Kelley

KELLEY YARBOROUGH WOODY
ATTORNEY AT LAW, LLC

P.O. Box 6432
COLUMBIA, SC 29260
KWOODY@KELLEYWOODY.COM
803-787-9678 (OFFICE)
803-787-9743 (FAX)

Please note: This e-mail was sent from a law firm. It may contain privileged and confidential information. You are hereby notified that any dissemination or duplication of this email is strictly prohibited.

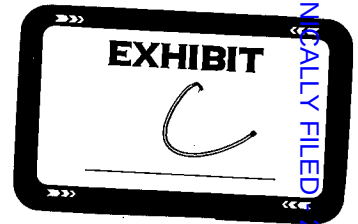
From: Philip Z <pziganto@gmail.com>
Date: Friday, December 13, 2024 at 9:13 PM
To: Kelley Woody <kwoody@kelleywoody.com>
Subject: Estate of Rajiv Kumar Lakhaney - 36 Spinnaker court

Good evening,
Rajiv Lakhaney does have heirs. Katherine Semyanov, his legal wife and mother of his child. Her phone number is +1 201-370-1981 and her email is Katsemyonov@aol.com. He also has two siblings.
Please let me know if you have any questions.
Thank you.

Kelley Woody

Monday, December 16, 2024 at 17:24:44 Eastern Standard Time

Subject: Re: 36 Spinnaker Ct Greenville SC
Date: Monday, December 16, 2024 at 5:24:37 PM Eastern Standard Time
From: Kelley Woody
To: KATHERINE SEMYONOV, Ashley Green, Theron Coetzee



Dear Ms. Semyonov:

Thank you for your email. Please contact attorney, Ashely Green, or her paralegal, Theron Coetzee (both copied on this email) to make payment.

Sincerely,

**KELLEY YARBOROUGH WOODY
ATTORNEY AT LAW, LLC**

P.O. Box 6432
COLUMBIA, SC 29260
KWOODY@KELLEYWOODY.COM
803-787-9678 (OFFICE)
803-787-9743 (FAX)

Please note: This e-mail was sent from a law firm. It may contain privileged and confidential information. You are hereby notified that any dissemination or duplication of this email is strictly prohibited.

From: KATHERINE SEMYONOV <katsemyonov@aol.com>
Date: Monday, December 16, 2024 at 2:53 PM
To: Kelley Woody <kwoody@kelleywoody.com>
Subject: 36 Spinnaker Ct Greenville SC

My name is Katherine Semyonov and I am the current administrator of the Estate of Rajiv Lakhane. I am trying to reach someone regarding past due association fees for 36 Spinnaker Ct Greenville SC. I cannot seem to get through to anyone on how I can remedy the fees with Harbor Town Association. Please give me a call back at 201-370-1981 or this email.

Thank you,

Katherine Semyonov

ELECTRONICALLY FILED 2025 Oct 03 12:23 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2304910

D

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

HARBOR TOWN ASSOCIATION, INC.,

PLAINTIFF,

v.

RAJIV KUMAR LAKHANEY, ET AL.

DEFENDANTS.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION: 2024-CP-23-04910

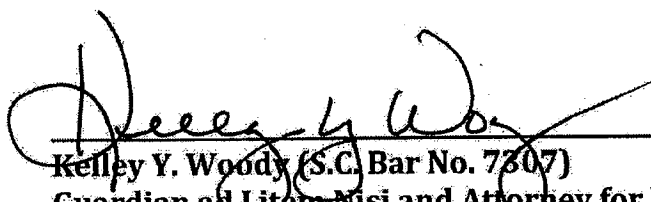
AFFIDAVIT OF ATTORNEY FOR
UNKNOWN DEFENDANTS IN THE
MILITARY SERVICE AND GUARDIAN
AD LITEM FOR UNKNOWN
DEFENDANTS WHO ARE MINORS
OR UNDER LEGAL DISABILITY

PERSONALLY APPEARED BEFORE ME, Kelley Y. Woody, who being duly sworn,
deposes and states as follows:

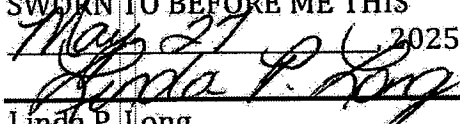
1. That she consented to her appointment as Attorney for Unknown Defendants in the Military Service and Guardian ad Litem for Unknown Defendants who are Minors or Under Legal Disability (Unknown Defendants also referred to as John Doe and Richard Roe);
2. That she reviewed the pleadings filed by Plaintiff's attorney regarding this matter;
3. That she filed an Answer and a Consent to Reference on behalf of the Unknown Defendants;
4. That she sent correspondence to the Estate of Rajiv Kumar Lakhaney inquiring as to heirs and devisees of Rajiv Kumar Lakhaney or other persons who may claim any interest in the subject property other than those named in the Complaint; a copy of this letter is filed herewith as Exhibit A;

5. That Phillip Ziganton, Administrator of the Estate of Rajiv Lakhaney, emailed Affiant and informed her there are heirs of Rajiv Lakhaney and provided the contact information for his wife, Katherine Semyanov;
6. That Affiant relayed this information to the Plaintiff;
7. That Affiant received no other response to this letter nor was it returned to her;

FURTHER AFFIANT SAYETH NOT.


Kelley Y. Woody (S.C. Bar No. 7307)
Guardian ad Litem Nisi and Attorney for Unknown
Defendants (John Doe and Richard Roe)
P.O. Box 6432
Columbia, SC 29209
803-787-9678 (phone) kwoody@kelleywoody.com

SWORN TO BEFORE ME THIS


May 27, 2025

Linda P. Long

NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires: January 19, 2034

My name is Katherine Semyonov and I am the current administrator of the Estate of Rajiv Lakhanev. I am trying to reach someone regarding past due association fees for 36 Spinnaker Ct Greenville SC. I cannot seem to get through to anyone on how I can remedy the fees with Harbor Town Association. Please give me a call back at 201-370-1981 or this email.

Thank you,

Katherine Semyonov

<Lakhanev Notice of Hearing.pdf>

<kwoody@kelleywoody.com>

wrote:

Dear Ms. Semyonov:

This foreclosure hearing is scheduled for June 6. Attached is the Notice of Hearing. Please let me know if you have any questions or concerns.

Sincerely

**KELLEY YARBOROUGH WOODY
ATTORNEY AT LAW, LLC**

**P.O. Box 6432
COLUMBIA, SC 29260
KWOODY@KELLEYWOODY.COM
803-787-9678 (OFFICE)
803-787-9743 (FAX)**

Please note: This e-mail was sent from a law firm. It may contain privileged and confidential information. You are hereby notified that any dissemination or duplication of this email is strictly prohibited.

From: KATHERINE SEMYONOV
<katsemyonov@aol.com>
Date: Monday, December 16, 2024 at 2:53 PM
To: Kelley Woody
<kwoody@kelleywoody.com>
Subject: 36 Spinnaker Ct
Greenville SC

ATTORNEY AT LAW, LLC

**P.O. Box 6432
COLUMBIA, SC 29260
KWOODY@KELLEYWOODY.COM
803-787-9678 (OFFICE)
803-787-9743 (FAX)**

Please note: This e-mail was sent from a law firm. It may contain privileged and confidential information. You are hereby notified that any dissemination or duplication of this email is strictly prohibited.

From: KATHERINE SEMYONOV
<katsemyonov@aol.com>
Date: Sunday, May 25, 2025 at 5:45 PM
To: Kelley Woody
<kwoody@kelleywoody.com>
Subject: Re: 36 Spinnaker Ct Greenville SC

Hi Ms Woody,

I am no longer the administrator of the estate.
The current administrator is Carmen Sykes,
her contact is below:

cecs2037@gmail.com

Please reach out to her as she is the one handling this estate now.

Thank you,

Katherine Semyonov

On May 25, 2025, at 2:47 PM,
Kelley Woody

Good morning. I need more than an addresses to find this file. Do you have the civil action number?

KELLEY YARBOROUGH WOODY
ATTORNEY AT LAW, LLC

P.O. Box 6432
COLUMBIA, SC 29260
KWOODY@KELLEYWOODY.COM
803-787-9678 (OFFICE)
803-787-9743 (FAX)

Please note: This e-mail was sent from a law firm. It may contain privileged and confidential information. You are hereby notified that any dissemination or duplication of this email is strictly prohibited.

From: KATHERINE SEMYONOV <katsemyonov@aol.com>
Date: Friday, August 8, 2025 at 3:04 PM
To: Kelley Woody <kwoody@kelleywoody.com>
Subject: Re: 36 Spinnaker Ct Greenville SC

Good afternoon Ms Woody,

Although I am no longer the administrator for this estate, as someone who has a vested interest in the property would you please fill me in on the current state of the property and the foreclosure.

Thank you

Katherine Semyonov

On May 27, 2025, at 10:08 AM, Kelley Woody
<kwoody@kelleywoody.com> wrote:

Thank you. Will you please forward email to her?

KELLEY YARBOROUGH WOODY

Kelley Woody

Wednesday, October 1, 2025 at 11:28:57 AM Eastern Daylight Time

Subject: Re: 36 Spinnaker Ct Greenville SC

Date: Monday, August 11, 2025 at 1:38:45 PM Eastern Daylight Time

From: Kelley Woody

To: KATHERINE SEMYONOV

Property sold to a third party bidder for \$25,000. If there is a surplus, the judge will send out notice. Bidders have 30 days to comply with the bid.

**KELLEY YARBOROUGH WOODY
ATTORNEY AT LAW, LLC**

**P.O. Box 6432
COLUMBIA, SC 29260
KWOODY@KELLEYWOODY.COM
803-787-9678 (OFFICE)
803-787-9743 (FAX)**

Please note: This e-mail was sent from a law firm. It may contain privileged and confidential information. You are hereby notified that any dissemination or duplication of this email is strictly prohibited.

From: KATHERINE SEMYONOV <katsemyonov@aol.com>

Date: Monday, August 11, 2025 at 11:20 AM

To: Kelley Woody <kwoody@kelleywoody.com>

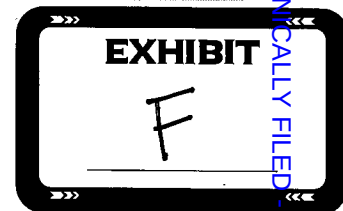
Subject: Re: 36 Spinnaker Ct Greenville SC

Good morning Ms Woody,

Please see attached, this is the only this I was able to pull up online.

On Aug 11, 2025, at 11:04 AM, Kelley Woody
<kwoody@kelleywoody.com> wrote:

Subject: [Cytracom]: New Voicemail Received From: GOODMAN GALLUCC (19737429170)
Date: Friday, August 8, 2025 at 10:43:53 AM Eastern Daylight Time
From: Cytracom Notifications
To: Linda Long
Attachments: vm-2025-08-08_10-43-40--GOODMAN-GALLUCC-19737429170.wav



You were left a 32 second(s) long message in mailbox 101 from GOODMAN GALLUCC (19737429170) on Fri, Aug 08, 2025 at 10:43:40 AM

Transcription:

yes hi my name is Carmen Sykes I'm an attorney in Paterson New Jersey I am calling you with regard to a matter that you were involved in its the estate of Rajiv lakini it looks like there was a foreclosure in June of this year would you mind giving me a call at my office 973-7421 I am the administrator of his estate thank you so much bye

STATE OF NEW JERSEY
Bergen County Surrogate's Court
CERTIFICATION

STATE OF NEW JERSEY }
County of Bergen } SS.:

I, **Michael R. Dressler**, Surrogate of Bergen County and Deputy Clerk of the Superior Court, of New Jersey, Chancery Division, Probate Part, do hereby certify that I have compared the annexed copy of the

Certified Copy of Application Administration, Authorization To Accept Service of Process, Administrator Qualification, Affidavit of Value of Estate, Judgment Granting Administration, Letters of Administration, Civil Action Order (2), Authorization to Accept Service of Process Substitute Administrator, Substitute Administrator Qualification, Affidavit of Value of Estate, Letters of Substitutionary Administration, Certified Letters of Substitutionary Administration In the Matter of the Estate of Rajiv K. Lakhaney, late of the County of Bergen, deceased;

with the original thereof now remaining in this Court, and found the same to be a true transcript therefrom.

In Testimony Whereof, I have hereunto set my hand and
affixed

my official seal this 30th day of

September A.D. Two Thousand Twenty Five

Michael R. Dwyer

Michael R. Dressler
Bergen County Surrogate
Deputy Clerk, Superior Court of New Jersey
Chancery Division, Probate Part



Docket No.: 2024-3095

Microfilm No.:

88

State of New Jersey
Bergen County Surrogate's Court

M-316241
JAM

In the matter of the Estate of:
Rajiv K. Lakhaney, Deceased

} APPLICATION
ADMINISTRATION

Applicant(s) Katherine Semyonov, at 6000 Collins Avenue, Apt. 308 Miami, Florida 33140, Say(s):

1. Decedent died intestate, resident of 900 Palisade Avenue, Fort Lee in the County of Bergen and State of New Jersey on July 31, 2024.
2. Decedent left surviving spouse, heirs-at-law and next-of-kin, the following persons:

Name	Relationship	Residence	Age of all Minors
Katherine Semyonov	Wife	6000 Collins Avenue, Apt. 308, Miami, FL 33140	
	Daughter	6000 Collins Avenue, Miami, FL 33140	

3. There are no other next-of-kin and all the foregoing are of full age except as indicated above.
4. Wherefore, the applicant(s) demand judgment granting Letters of Administration to Applicants(s).

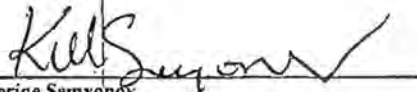
Docket No.: 2024-3095

Microfilm No.:

STATE OF NEW JERSEY
COUNTY OF BERGEN

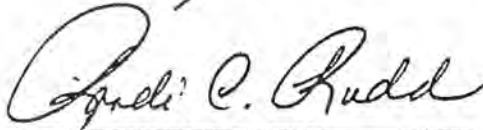
} ss.

Applicant(s) being duly sworn according to law, did upon their oath say that the matters and things set forth in the within application are true to the best of their knowledge and belief, that to the best of their knowledge the decedent died without a valid Will, and that the value of the entire estate, for the administration of which this application is made, will not exceed the sum of Two Million Four Hundred Fifty Thousand dollar(s) and 00/100 dollar(s) (\$2,450,000.00).


Katherine Semyonov

Sworn and subscribed before me on:

8th day of August, 2024


PROBATE CLERK
Attorney of Record:

Docket No.: 2024-3095

Microfilm No.:

State of New Jersey
Bergen County Surrogate's Court

In the matter of the Estate of:

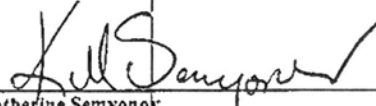
Rajiv K. Lakhaney, Deceased

} AUTHORIZATION TO ACCEPT
SERVICE OF PROCESS

KNOW ALL MEN BY THESE PRESENTS, that I (we), Katherine Semyonov, at 6000 Collins Avenue, Apt. 308 Miami, Florida 33140; do hereby make, constitute and appoint Michael R. Dressler, Surrogate of the County of Bergen, in the State of New Jersey, and their successors in office, my (our) true and lawful attorney, upon whom may be served any and all process affecting the aforesaid estate, or any interest therein, whereof I am (we are) the Administrator/rix(s).

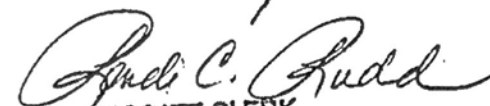
And I (we) do further agree that any process against the aforesaid estate, so served, shall be of the same effect as if duly served upon me (us) within this State, pursuant to the provisions of N.J.S.A. 3B: 14-47.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this 08 / 08 / 24


Katherine Semyonov

Sworn and subscribed before me on:

08th day of August, 20 24


PROBATE CLERK

Docket No.: 2024-3095

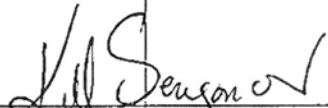
Microfilm No.:

STATE OF NEW JERSEY
COUNTY OF BERGEN

} ss.

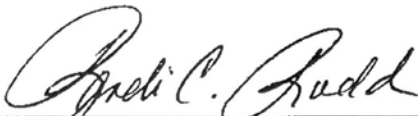
ADMINISTRATOR QUALIFICATION

Katherine Semyonov, of 6000 Collins Avenue, Apt. 308 Miami, Florida 33140, appointed by the Surrogate's Court of the County of Bergen the Administrator/rix(s), within named, being duly sworn according to law, on oath, did depose(s) and say(s), that **Rajiv K. Lakhanev**, the within named died without a Will, as far as they know and as they verily believe, and that they will well and truly administer all and singular the goods, chattels and credits which were of the said **Rajiv K. Lakhanev**, deceased, which have or shall come to their hands, possession or knowledge, or to the possession of any other person or persons for their use; And that they will make and exhibit into the Surrogate's Court of the County of Bergen a true and perfect inventory of all and singular the goods, chattels, and credits, and render a just and true account of their administration, when thereunto lawfully required.


Katherine Semyonov

Sworn and subscribed before me on:

8th day of August, 2024


PROBATE CLERK

Docket No.: 2024-3095

Microfilm No.:

State of New Jersey
Bergen County Surrogate's Court

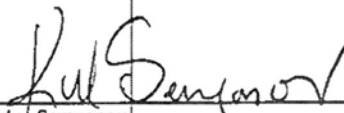
In the matter of the Estate of:

Rajiv K. Lakhaney, Deceased

} AFFIDAVIT OF VALUE
OF ESTATE

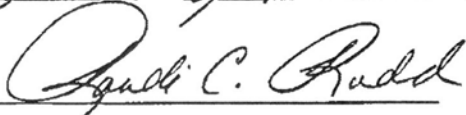
Katherine Semyonov, of 6000 Collins Avenue, Apt. 308 Miami, Florida 33140, being duly sworn, according to law, on their oath say(s): that they are the person(s) applying for Administration on the estate of **Rajiv K. Lakhaney**, who died intestate; that the deponent(s) has/have made diligent search for the goods and chattels, rights and credits and effects of said decedent, and that the total value thereof, to the best of deponent(s) knowledge, does not exceed the sum of \$2,450,000.00.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this 08 / 08 / 24


Katherine Semyonov

Sworn and subscribed before me on:

14 day of August, 20 24


Charles C. Rudd

PROBATE CLERK

Docket No.: 2024-3095

Microfilm No.:

State of New Jersey
Bergen County Surrogate's Court

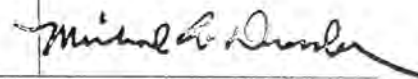
In the matter of the Estate of:
Rajiv K. Lakhaney, Deceased

}

JUDGMENT GRANTING
ADMINISTRATION

It appearing by the application of **Katherine Semyonov** that the deceased, late of the County of Bergen and State of New Jersey, died July 31, 2024 intestate, and entire estate having the value of Two Million Four Hundred Fifty Thousand and 00/100 dollar(s) (\$2,450,000.00) and it further appearing that all of the competent adult heir(s) and other persons having a right to administration upon the said estate prior or equal to that of the said applicant(s) have duly renounced their right of administration and requested that Letters of Administration be granted to applicant(s) **Katherine Semyonov**

It is thereupon on this August 8, 2024 **adjudged** that Letters of Administration upon the estate of said decedent be granted to the said applicant(s) without bond.



Michael R. Dressler, Surrogate

Docket No.: 2024-3095

Microfilm No.:

State of New Jersey
Bergen County Surrogate's Court

In the matter of the Estate of:

Rajiv K. Lakhaney, Deceased

}

LETTERS OF
ADMINISTRATION

I, **Michael R. Dressler**, Surrogate of the County of Bergen, State of New Jersey, do hereby **certify** that on this August 8, 2024, Administration of the goods and chattels, rights and credits, which were of **Rajiv K. Lakhaney**, deceased, late of the County of Bergen and State of New Jersey, who died intestate, was granted by the **Bergen County Surrogate's Court** to **Katherine Semyonov**, who is duly authorized to administer the same agreeably to law.

DO NOT ACCEPT WITHOUT RAISED SEAL



WITNESS my hand and seal of office on:

August 8, 2024

A handwritten signature in cursive script, reading "Michael R. Dressler".

Michael R. Dressler, Surrogate

Prepared by the Court

FILED

M 316241
1/2A

JAN 24 2025
SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, PROBATE PART
BERGEN COUNTY
DOCKET NO. P-568-24

CIVIL ACTION

**IMO RAJIV K. LAKHANEY,
DECEASED**

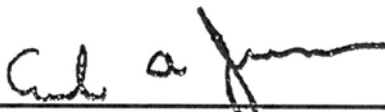
ORDER

This matter having come before the Court, and good cause appearing;

IT IS on this 21st day of January 2025;

ORDERED, the Consent Order dated January 22, 2025 in the within matter, is hereby amended to provide that Katherine Semyonov is removed as Administrator and the Administration is revoked, and it is,

FURTHER ORDERED, all other provisions of the Order dated January 22, 2025, not inconsistent herewith, shall remain in full force and effect


EDWARD A. JEREJIAN, P.J.Ch.

Prepared by the Court

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, PROBATE PART
BERGEN COUNTY
DOCKET NO. P-568-24

FILED

FEB 11 2025

*IMO RAJIV K. LAKHANEY,
DECEASED*

CIVIL ACTION Superior Court Chancery Division
Probate Part

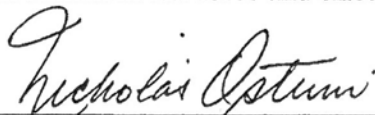
ORDER

This matter having come before the Court, and good cause appearing;

IT IS on this ^{+ 1st} 11 day of February 2025;

ORDERED, the Consent Order dated January 22, 2025 and Order dated January 24, 2025 in the within matter, are hereby amended to provide that Carmen Cortes-Sykes, Esq is appointed as Substitute Administrator, subject to qualification and without bond, and it is,

FURTHER ORDERED, all other provisions of the Orders dated January 22, 2025 and January 24, ~~2025~~ not inconsistent herewith, shall remain in full force and effect



NICHOLAS OSTUNI, J.S.C.

ELECTRONICALLY FILED - 2025 Oct 03 2:49 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2304910

Docket No.: P-568-24

Microfilm No.: M-316241

State of New Jersey
Bergen County Surrogate's Court

In the matter of the Estate of:

Rajiv K. Lakhaney, Deceased

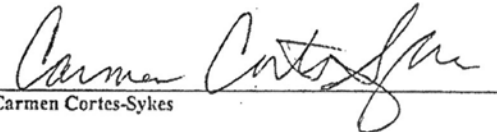
}

AUTHORIZATION TO ACCEPT
SERVICE OF PROCESS
SUBSTITUTE ADMINISTRATOR

KNOW ALL MEN BY THESE PRESENTS, that I (we), Carmen Cortes-Sykes, at 337 Park Avenue Box 2037, Paterson, NJ 07509 do hereby make, constitute and appoint Michael R. Dressler, Surrogate of the County of Bergen, in the State of New Jersey, and their successors in office, my (our) true and lawful attorney, upon whom may be served any and all process affecting the aforesaid estate, or any interest therein, whereof I am (we are) the Substitute Administrator/rix(s).

And I (we) do further agree that any process against the aforesaid estate, so served, shall be of the same effect as if duly served upon me (us) within this State, pursuant to the provisions of N.J.S.A. 3B: 14-47.

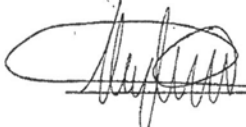
IN WITNESS WHEREOF, I (We) have hereunto set my (our) hand and seal this 21 / 20 / 25


Carmen Cortes-Sykes

Subscribed and sworn before me this

20th day of February, 2025

ALIMARY MEJIA
A Notary Public of New Jersey
COMM. NO: 50223456
My Commission Expires July 24, 2029


Attorney-At-Law, State of New Jersey

Docket No.: P-568-24

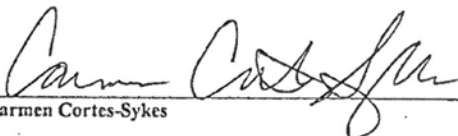
Microfilm No.: M-316241

STATE OF NEW JERSEY
COUNTY OF BERGEN

} ss.

SUBSTITUTE ADMINISTRATOR QUALIFICATION

Carmen Cortes-Sykes, of 337 Park Avenue Box 2037, Paterson, NJ 07509, appointed by the Superior Court, Chancery Division, Probate Part, Bergen County, as Substitute Administrator on January 22, 2025, , within named being duly sworn according to law, on oath, did depose(s) and say(s), that **Rajiv K. Lakhaney**, the within named, died without a Will, as far as they know and as they verily believe, and that they will well and truly administer all and singular the goods, chattels and credits which were of the said **Rajiv K. Lakhaney**, deceased, which have or shall come to their hands, possession or knowledge, or to the possession of any other person or persons for their use; And that they will make and exhibit into the Superior Court, Chancery Division, Probate Part, Bergen County a true and perfect inventory of all and singular the goods, chattels, and credits, and render a just and true account of their administration, when thereunto lawfully required, to act in place and stead of **Katherine Semyonov**, who was removed by Court Order dated 01/24/2025.


Carmen Cortes-Sykes

Sworn at Hackensack, before me,

February 20, 2025

ALIMARY MEJIA

A Notary Public of New Jersey

COMM. NO: 50223456

My Commission Expires July 24, 2029

Attorney-At-Law, State of New Jersey

3/4
Docket No.: P-568-24

Microfilm No.: M-316241

State of New Jersey
Bergen County Surrogate's Court

In the matter of the Estate of:

Rajiv K. Lakhaney, Deceased

} AFFIDAVIT OF VALUE
OF ESTATE

Carmen Cortes-Sykes, of 337 Park Avenue, Box 2037 Paterson, New Jersey 07509, being duly sworn, according to law, on their oath say(s): that they are the person(s) applying for Substitute Administration on the estate of **Rajiv K. Lakhaney**, who died intestate; that the deponent(s) has/have made diligent search for the goods and chattels, rights and credits and effects of said decedent, and that the total value thereof, to the best of deponent(s) knowledge, does not exceed the sum of \$2,450,000.00.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this 21 / 20 / 25


Carmen Cortes-Sykes

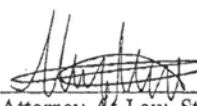
Sworn and subscribed before me on:

20th day of February, 20 25

ALIMARY MEJIA

A Notary Public of New Jersey
COMM. NO: 50223456

My Commission Expires July 24, 2029


Attorney-At-Law, State of New Jersey

Docket No.: P-568-24

Microfilm No.: M-316241

State of New Jersey
Bergen County Surrogate's Court

In the matter of the Estate of:
Rajiv K. Lakhaney, Deceased

}

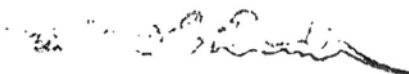
LETTERS OF
SUBSTITUTIONARY
ADMINISTRATION

I, Michael R. Dressler, Surrogate of the County of Bergen, State of New Jersey, do hereby certify that on this, March 4, 2025, Substitutionary Administration of the goods and chattels, rights and credits, which were of Rajiv K. Lakhaney, late of the County of Bergen, who died intestate, was granted by Order of the Superior Court, Chancery Division, Probate Part, Bergen County dated January 22, 2025, to Carmen Cortes-Sykes, who is/are duly authorized to administer the same agreeably to law.

DO NOT ACCEPT WITHOUT RAISED SEAL

WITNESS my hand and seal of office on:

March 4, 2025


Michael R. Dressler, Surrogate

Docket No.: P-568-24

Microfilm No.: M-316241

State of New Jersey
Bergen County Surrogate's Court

In the matter of the Estate of:
Rajiv K. Lakhaney, Deceased

} CERTIFIED COPY LETTERS
OF SUBSTITUTIONARY
ADMINISTRATION

I, Michael R. Dressler, Surrogate of the County of Bergen, State of New Jersey, do hereby certify that on this, March 4, 2025, Substitutionary Administration of the goods and chattels, rights and credits, which were of Rajiv K. Lakhaney, late of the County of Bergen, who died intestate, was granted by Order of the Superior Court, Chancery Division, Probate Part, Bergen County dated January 22, 2025, to Carmen Cortes-Sykes, who is/are duly authorized to administer the same agreeably to law.

I further certify that said Letters of Substitutionary Administration dated, March 4, 2025, have never been revoked and remain in full force and effect

DO NOT ACCEPT WITHOUT RAISED SEAL



WITNESS my hand and seal of office on:

March 5, 2025

A handwritten signature in dark ink, appearing to read "Michael R. Dressler", is written over a horizontal line.

Michael R. Dressler, Surrogate

#4282

COURT OF COMMON PLEAS AND GENERAL SESSIONS **EXHIBIT RECORD AND RECEIPT FORM**

PLAINTIFF	HARBOR TOWN ASSOC.	ATTORNEY	DEAN HAYES
DEFENDANT	RAJIV LAKHANY	ATTORNEY	JANE DOWNEY
	GAL: KELLEY WOODY		
	JASON WYMAN, THIRD PARTY INTERVENOR		
CASE NO.	2024-CP-23-04910	JUDGE	Charles B. Simmons, Master in Equity
DATE	10-07-2025	COURT REPORTER	Julie Cendroski
DATE ENDED	10-07-2025		

NO	DESCRIPTION	ID	EV
P1	May 28, 2024 Letter to Mr. Lakhany	X	X
THIRD PARTY DEFENDANT'S EXHIBITS			
NO	DESCRIPTION	ID	EV
D1	Installment Payment Agreement	X	X
D2	12/16/2024 e-mail to Ms. Semyonov	X	X
D3	05/25/2025 e-mail to Ms. Semyonov	X	X
D4	Case Detail Printout	X	Z
D5	December 13, 2024 e-mail to Kelley Woody	X	X
D6	2024 Tax Sale Redemption Information sheet	X	X
D7	Copy of Cashier's Check #1421325	X	X
D8	Master's Title	X	X
D9	Greenville County Consolidated Tax Notice	X	X
DEFENDANT'S EXHIBITS			
DA	Homes.com Listing	X	X
DB	Xome Home Value Listing		

Court Reporter Julie A. Cendroski Date 10/16/25
10/17/25

Physical Address:
4500 Fort Jackson Blvd.
Suite 335
Columbia, South Carolina
29209

Locations in:
Mount Pleasant, SC



McCABE, TROTTER & BEVERLY, P.C.
COMMUNITY ASSOCIATION AND CONSTRUCTION LAW

www.mccabetrotter.com

Phone: (803) 724-5000

Fax: (803) 724-5001

Ashley N. Green
Associate Attorney

Ashley.Green@mccabetrotter.com

May 28, 2024

VIA CERTIFIED MAIL & U.S. MAIL

Rajiv Kumar Lakhaney
36 Spinnaker Court
Greenville, SC 29611

9489 0090 0027 6531 6295 87

RE: Harbor Town Association, Inc.
Our File Number: 20546.18
Payment ID: 00-0A8FE1

Dear Rajiv Kumar Lakhaney:

My firm represents Harbor Town Association, Inc.. Because you failed to pay the assessments and other costs charged to your account, the Association placed a lien on 36 Spinnaker Court to secure payment of assessments and other charges levied by the Association, including the costs of collection. Because you have failed to pay the assessments, interest, charges, and costs of collection, the Association has the power to foreclose the lien. Your current balance is \$1,715.06 as follows:

Capital Reserve	\$90.00
MTB Costs	\$5.00
Interest	\$14.46
MTB Legal Fee	\$150.00
Regular Assessment	\$1,455.60
Total Amount Due:	\$1,715.06

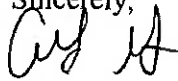
At this time the Association has instructed my firm to proceed with foreclosure if we have not heard from you within ten (10) days from the date of this letter. If you have not contacted my office within said time to either pay in full or make payment arrangements acceptable to the Association, we will have no choice but to abide by the instructions of the Association and to



**THIS COMMUNICATION IS FOR THE PURPOSE OF COLLECTING A DEBT. ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

initiate foreclosure. Substantial additional fees and costs will be incurred if the Association proceeds with foreclosure in this matter. Please contact my office within ten (10) days to resolve this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ashley N. Green'.

Ashley N. Green

/bam

**THIS COMMUNICATION IS FOR THE PURPOSE OF COLLECTING A DEBT. ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

Rajiv Kumar Lakhanev
36 Spinnaker Court
Greenville, SC 29611

**THIS COMMUNICATION IS FOR THE PURPOSE OF COLLECTING A DEBT. ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**



McCABE, TROTTER & BEVERLY, P.C.
COMMUNITY ASSOCIATION AND CONSTRUCTION LAW

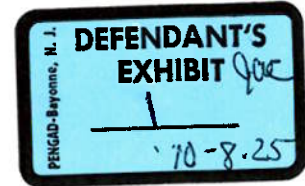
**Installment Payment Agreement
2024-CP-23-04910**

Association: Harbor Town Association, Inc.

Property Owner Names: Rajiv Kumar Lakhaney, Deceased

Property Address: 36 Spinnaker Court

Payment ID for Online Payments: 00-0A8FE1



The Association understands that you desire to resolve this matter through a payment plan and is pleased to offer you the following resolution. By signing this Installment Payment Agreement ("IPA") you agree to the following terms and conditions:

1. You agree that as of December 17, 2024 you owe the Association the total sum of \$5,894.30. You agree to repay \$5,894.30 on the following dates in the following amounts ("Scheduled Payments"):

Due Date	Payment Amount
12/31/2024	\$1,768.29
01/31/2025	\$687.67
02/28/2025	\$687.67
03/31/2025	\$687.67
04/30/2025	\$687.67
05/31/2025	\$687.67
06/30/2025	\$687.66

2. In addition to the Scheduled Payments discussed in Paragraph 1, you agree to pay any assessments or other charges levied after December 17, 2024 ("Regular Payments") on the due date established by the Board of Directors.
3. You agree that this IPA may be canceled for non-compliance if you fail to make any of the Scheduled Payments or Regular Payments on or before their due dates.
4. You agree that all payments will be applied to attorney's fees and costs first.
5. You acknowledge that the Association has no obligation to allow an IPA and has the right to demand immediate payment of the balance due in this matter. In exchange for the opportunity to make payment in installments, you agree to

This communication is for the purpose of collecting a debt. Any information obtained will be used for that purpose.

20546.18

release any and all claims, known and unknown, that you may have against the Association, its agents, attorneys, employees, manager, and assigns.

6. You agree that the Association and its law firm will not send you any invoices or payment coupons for the Scheduled Payments or Regular Payments. You understand that it is your responsibility to send payment to McCabe Trotter & Beverly, PC ("MTB") on or before the due date.
7. You agree that the Association has the right to resume collection activity, including foreclosure if appropriate, against you without further notice if you fail to make any Scheduled Payment or Regular Payment as required. You further agree that you will be responsible for any additional fees or costs incurred as a result of said activities.
8. You agree that the Association shall have the option to deny any subsequent payment plan or settlement requests if this IPA is canceled for non-compliance.
9. You acknowledge and agree that the Association shall continue with collection activities in this matter until this IPA is executed completely, the IPA has been returned to MTB, and the first Scheduled Payment has been received by MTB.
10. The Association agrees to release the lien filed by MTB and dismiss any pending lawsuit, if applicable, after your balance with the Association is \$0.00 or less.
11. Please be advised that any alterations to this agreement shall not be effective unless expressly consented to by the Association in a signed writing.

Payments shall be made payable to MTB. We can accept check, money order or credit cards. **WE DO NOT ACCEPT CASH.** Payments may be mailed to our attention at 4500 Fort Jackson Blvd., Suite 335 Columbia, SC 29209. You may also make payments online at mccabetrotter.com/payments. Please note that online payments require a convenience fee and that fee is addition to the amounts listed above.

If you have any questions or concerns please contact MTB at (803) 724-5002 or payoff@mccabetrotter.com.

Please e-sign below to acknowledge acceptance of this IPA.



12/17/2024

This communication is for the purpose of collecting a debt. Any information obtained will be used for that purpose.

20546.18

citrix | RightSignature
SIGNATURE CERTIFICATE



REFERENCE NUMBER
7E38A739-94E7-473D-BC44-4C44117CD8CD

TRANSACTION DETAILS

Reference Number
7E38A739-94E7-473D-BC44-4C44117CD8CD
Transaction Type
Signature Request
Sent At
12/17/2024 14:42 EST
Executed At
12/17/2024 14:49 EST
Identity Method
email
Distribution Method
email
Signed Checksum
fcbe5080068a49389bdf9085d17ac51a86c270e6793fb9024b9c8a9c89780307
Signer Sequencing
Disabled
Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Installment Payment Agreement - E-Signing - 2024-12-17T144145 941
Filename
Installment_Payment_Agreement_-_E-Signing_-_2024-12-17T144145_941.pdf
Pages
2 pages
Content Type
application/pdf
File Size
180 KB
Original Checksum
5d8/c95eab158b51e39f5d932a6d7595fe0850c76e57148cd799d2b940968b83

SIGNERS

SIGNER

Name
KATHERINE SEMYONOV
Email
katsemyonov@aol.com
Components
2

E-SIGNATURE

Status
signed
Multi-factor Digital Fingerprint Checksum
1d394327ab822b340e9394cc4de2a2570ee4eff69961db65da9d37f699829fc2
IP Address
69.84.124.190
Device
Mobile Safari via iOS
Drawn Signature

Signature Reference ID
E8206A72
Signature Biometric Count
3

EVENTS

Viewed At
12/17/2024 14:49 EST
Identity Authenticated At
12/17/2024 14:49 EST
Signed At
12/17/2024 14:49 EST

AUDITS

TIMESTAMP

12/17/2024 14:42 EST
12/17/2024 14:42 EST
12/17/2024 14:49 EST
12/17/2024 14:49 EST
12/17/2024 14:49 EST

AUDIT

Theron Coetzee (theron.coetzee@mccabetrotter.com) created document 'Installment_Payment_Agreement_-_E-Signing_-_2024-12-17T144145_941.pdf' on Chrome via Windows from 54.144.112.110.
KATHERINE SEMYONOV (katsemyonov@aol.com) was emailed a link to sign.
KATHERINE SEMYONOV (katsemyonov@aol.com) viewed the document on Mobile Safari via iOS from 69.84.124.190.
KATHERINE SEMYONOV (katsemyonov@aol.com) authenticated via email on Mobile Safari via iOS from 69.84.124.190.
KATHERINE SEMYONOV (katsemyonov@aol.com) signed the document on Mobile Safari via iOS from 69.84.124.190.

ELECTRONICALLY FILED - 2025 Oct 03 2:49 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2304910

Kelley Woody

Monday, December 16, 2024 at 17:24:44 Eastern Standard Time

Subject: Re: 36 Spinnaker Ct Greenville SC

Date: Monday, December 16, 2024 at 5:24:37 PM Eastern Standard Time

From: Kelley Woody

To: KATHERINE SEMYONOV, Ashley Green, Theron Coetzee

Dear Ms. Semyonov:

Thank you for your email. Please contact attorney, Ashely Green, or her paralegal, Theron Coetzee (both copied on this email) to make payment.

Sincerely,

**KELLEY YARBOROUGH WOODY
ATTORNEY AT LAW, LLC**

P.O. Box 6432
COLUMBIA, SC 29260
KWOODY@KELLEYWOODY.COM
803-787-9678 (OFFICE)
803-787-9743 (FAX)



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From: KATHERINE SEMYONOV <katsemyonov@aol.com>

Date: Monday, December 16, 2024 at 2:53 PM

To: Kelley Woody <kwoody@kelleywoody.com>

Subject: 36 Spinnaker Ct Greenville SC

My name is Katherine Semyonov and I am the current administrator of the Estate of Rajiv Lakhane. I am trying to reach someone regarding past due association fees for 36 Spinnaker Ct Greenville SC. I cannot seem to get through to anyone on how I can remedy the fees with Harbor Town Association. Please give me a call back at 201-370-1981 or this email.

Thank you,

Katherine Semyonov

Subject: Re: 36 Spinnaker Ct Greenville SC
Date: Sunday, May 25, 2025 at 2:47:49 PM Eastern Daylight Time
From: Kelley Woody
To: KATHERINE SEMYONOV
Attachments: Lakhanev Notice of Hearing.pdf

Dear Ms. Semyonov:

This foreclosure hearing is scheduled for June 6. Attached is the Notice of Hearing. Please let me know if you have any questions or concerns.

Sincerely

KELLEY YARBOROUGH WOODY
ATTORNEY AT LAW, LLC

P.O. Box 6432
COLUMBIA, SC 29260
KWOODY@KELLEYWOODY.COM
803-787-9678 (OFFICE)
803-787-9743 (FAX)

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From: KATHERINE SEMYONOV <katsemyonov@aol.com>
Date: Monday, December 16, 2024 at 2:53 PM
To: Kelley Woody <kwoody@kelleywoody.com>
Subject: 36 Spinnaker Ct Greenville SC

My name is Katherine Semyonov and I am the current administrator of the Estate of Rajiv Lakhanev. I am trying to reach someone regarding past due association fees for 36 Spinnaker Ct Greenville SC. I cannot seem to get through to anyone on how I can remedy the fees with Harbor Town Association. Please give me a call back at 201-370-1981 or this email.

Thank you,



Case Detail Print

Name: Rajiv Kumar Lakhane, Deceased
Case #: 2024-CP-23-04910
File # 20546.18
Account #:
Status: Active Created On 6/15/2023
Sub Type:

Property Address:
Lot: **County:** Greenville
Balance: \$7,504.48
Mgmt Company: C. Dan Joyner Property Management
Association: Harbor Town Association, Inc.
Payment Plan? Yes **On Hold?** No

Collection Action History

Step	Description	Schedule Date	Completed Date	USInitials
1	Open File and Prepare Lien	06/15/2023	06/15/2023	JS
2	Process Filed Lien When Returned by County	06/30/2023	06/16/2023	BAM
3	Send FC Warning Letter	05/22/2024	05/28/2024	BAM
4	Order Title Abstract	06/17/2024	06/18/2024	BAM
5	Prepare Complaint	06/28/2024	07/22/2024	TC
6	E-File Approved Complaint	07/23/2024	08/12/2024	TC
7	Serve Filed Complaint	08/15/2024	08/16/2024	TC
8	Process Affidavit of Publication from Newspaper	09/17/2024	10/11/2024	TC
9	Verify Defendant has not filed a responsive pleading	11/11/2024	11/12/2024	TC
10	File Order of Reference and Affidavit of Default	11/12/2024	11/12/2024	TC
11	Schedule Final Hearing. Send Notice of Hearing.	11/27/2024	04/14/2025	TC
12	Send Affidavit of Debt to Client	05/14/2025	05/27/2025	TC
13	Prepare Hearing Package for Attorney Review	06/10/2025	05/30/2025	TC
14	Attend Foreclosure Hearing	06/06/2025	06/06/2025	TC
15	Schedule Advertisement of Notice of Sale	07/07/2025	07/09/2025	TC
16	Obtain Bidding Instructions	07/24/2025	07/30/2025	TC
17	Send Bidding Instructions to ERV	07/30/2025	08/01/2025	TC
18	Foreclosure Sale	08/08/2025	08/04/2025	TC
19	Move to Appropriate Eviction Table	09/04/2025		

Case Balance

Charge Code	Description	Charges	Adjustments	Payments	Balance
ASSESSMENTS	Regular Assessment	\$4,738.38	\$0.00	(\$1,062.78)	\$3,675.60
CAPITAL	Capital Reserve	\$160.00	\$0.00	\$0.00	\$160.00
COST	MTB Costs	\$2,244.30	\$0.00	(\$850.00)	\$1,394.30
INTR	Interest	\$109.40	\$0.00	(\$14.82)	\$94.58
LEGL	MTB Legal Fee	\$2,625.00	\$0.00	(\$1,525.00)	\$1,100.00
SPEC	Special Assessment	\$1,080.00	\$0.00	\$0.00	\$1,080.00
		\$10,957.08	\$0.00	(\$3,452.60)	\$7,504.48

Case Notes

Date **Note** **User**

ELECTRONICALLY FILED - 2025 Oct 03 2:49 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2304910



09/23/2025 From: Dean Hayes
Sent: Tuesday, September 23, 2025 11:37 AM
To: Downey, Jane <jdowney@bakerdonelson.com>
Subject: RE: Lakhaneey

The assessments were due monthly, and the monthly assessments varied between \$141.12 in 2023 and \$148.00 in 2025

09/23/2025 From: Dean Hayes
Sent: Tuesday, September 23, 2025 11:30 AM
To: 'Downey, Jane' <jdowney@bakerdonelson.com>
Subject: RE: Lakhaneey

The delinquent assessments date back to January 1, 2023, so if Lakhaneey died during the summer of 2024, he was delinquent on the account at the time of his death.

From: Downey, Jane <jdowney@bakerdonelson.com>
Sent: Monday, September 22, 2025 8:37 PM
To: Dean Hayes <Dean.Hayes@mccabetrotter.com>
Subject: Lakhaneey

Were there HOA fees due before Lakhaneey died, or did they accumulate after his death? I'm thinking he died summer of 2024 but that's off memory. How much were the HOA dues (were they monthly)?

Jane H. Downey
Of Counsel
Certified Specialist in Bankruptcy and Debtor/Creditor Law by the South Carolina Supreme Court
Licensed in the State of South Carolina and in United States Bankruptcy and District Court SD Texas
SC Chair of Baker Donelson's Pro Bono Committee

Baker, Donelson, Bearman, Caldwell, & Berkowitz, PC
1501 Main St., Ste. 310
Columbia, SC 29201
Direct: 803-251-8814 | Cell: 803-210-6778
Email: jdowney@bakerdonelson.com
www.bakerdonelson.com

09/12/2025 From: Dean Hayes
Sent: Friday, September 12, 2025 10:05 AM
To: Downey, Jane <jdowney@bakerdonelson.com>
Cc: Theron Coetzee <Theron.Coetzee@mccabetrotter.com>
Subject: RE: Harbor Town Assoc v. Rajiv K. Lakhaneey (2024-23-04910)

Jane:

I've received a response from my client. Please give me a call when you get a chance.

09/12/2025 Dean
Jane Downey called me back, and I informed her HOA had agreed to have sale set aside as long as current debt AND future attorney's fees for our appearing at the hearing were paid. Jane agreed to the terms.

09/12/2025 From: Dean Hayes
Sent: Friday, September 12, 2025 10:05 AM
To: Downey, Jane <jdowney@bakerdonelson.com>
Cc: Theron Coetzee <Theron.Coetzee@mccabetrotter.com>
Subject: RE: Harbor Town Assoc v. Rajiv K. Lakhaneey (2024-23-04910)

Jane:

I've received a response from my client. Please give me a call when you get a chance.

Dean

09/09/2025

From: Ashley Green
Sent: Tuesday, September 9, 2025 12:38 PM
To: 'Downey, Jane' <jdowney@bakerdonelson.com>; Wyman, Jason
<Jason.Wyman@wbd-us.com>
Subject: RE: Rajiv

Any money in excess of my client's judgment would be surplus funds. If no one makes a claim for the funds, then they would go to the estate. My office has not received any money from the sale yet.

Thanks,
Ashley

From: Downey, Jane <jdowney@bakerdonelson.com>
Sent: Tuesday, September 9, 2025 12:16 PM
To: Ashley Green <Ashley.Green@mccabetrotter.com>; Wyman, Jason
<Jason.Wyman@wbd-us.com>
Subject: Rajiv

Do you know where the difference in the \$25K and the \$3K owed to the HOA went? I assume some could have gone to Ashley's attorney's fees, but not all. Jason, I made you an offer earlier, but I think I also should say that if you paid any expenses the estate would have had to pay, like taxes, we should reimburse you for those too.

Jane H. Downey
Of Counsel
Certified Specialist in Bankruptcy and Debtor/Creditor Law by the South Carolina Supreme Court
Licensed in the State of South Carolina and in United States Bankruptcy and District Court SD Texas
SC Chair of Baker Donelson's Pro Bono Committee

Baker, Donelson, Bearman, Caldwell, & Berkowitz, PC
1501 Main St., Ste. 310
Columbia, SC 29201
Direct: 803-251-8814 | Cell: 803-210-6778
Email: jdowney@bakerdonelson.com
www.bakerdonelson.com

Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
represents clients across the U.S. and abroad from
offices in Alabama, Florida, Georgia, Louisiana, Maryland,
Mississippi, New Jersey, North Carolina, South Carolina,
Tennessee, Texas, Virginia, and Washington, D.C.

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Had 28 minute phone conference with Jane Downey re facts of case.

09/05/2025

ANG ELECTRONICALLY FILED - 2025 Oct 03 2:49 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2304910

DAH

09/05/2025

DAH ELECTRONICALLY FILED - 2025 Oct 03 2:49 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2304910

From: Dean Hayes
Sent: Friday, September 5, 2025 1:31 PM
To: Herrmann, Karen <KHerrmann@greenvillecounty.org>; Downey, Jane <jdowney@bakerdonelson.com>; Kelley Woody <kwoody@kelleywoody.com>; Theron Coetzee <Theron.Coetzee@mccabetrotter.com>; Wyman, Jason <Jason.Wyman@wbd-us.com>; clayton custer <cmc10261@yahoo.com>; Ashley Green <Ashley.Green@mccabetrotter.com>
Subject: RE: Harbor Town Assoc v. Rajiv K. Lakhane (2024-23-04910) (Sept. 23rd at 3:00)

I'm fine with anyone appearing virtually.

From: Herrmann, Karen <KHerrmann@greenvillecounty.org>
Sent: Friday, September 5, 2025 1:29 PM
To: Downey, Jane <jdowney@bakerdonelson.com>; Kelley Woody <kwoody@kelleywoody.com>; Theron Coetzee <Theron.Coetzee@mccabetrotter.com>; Wyman, Jason <Jason.Wyman@wbd-us.com>; clayton custer <cmc10261@yahoo.com>; Ashley Green <Ashley.Green@mccabetrotter.com>
Cc: Dean Hayes <Dean.Hayes@mccabetrotter.com>
Subject: RE: Harbor Town Assoc v. Rajiv K. Lakhane (2024-23-04910) (Sept. 23rd at 3:00)

If no one objects, I will ask the Judge if she can attend via zoom.

Karen K. Herrmann
Administrative Docketing Coordinator
Judge Charles B. Simmons, Jr.
Greenville County Courthouse, Suite 313
305 East North Street, Greenville SC 29601
Direct Dial 864-467-8258/ Fax 864-467-8401

From: Downey, Jane <jdowney@bakerdonelson.com>
Sent: Friday, September 5, 2025 1:27 PM
To: Herrmann, Karen <KHerrmann@greenvillecounty.org>; Kelley Woody <kwoody@kelleywoody.com>; Theron Coetzee <Theron.Coetzee@mccabetrotter.com>; Wyman, Jason <Jason.Wyman@wbd-us.com>; clayton custer <cmc10261@yahoo.com>; Ashley Green <Ashley.Green@mccabetrotter.com>
Cc: Dean Hayes <Dean.Hayes@mccabetrotter.com>
Subject: RE: Harbor Town Assoc v. Rajiv K. Lakhane (2024-23-04910) (Sept. 23rd at 3:00)

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Is it ok if Katherine Semyonov attends virtually? She is the mother of the minor child who ultimately would inherit this house and also was the former administrator of the probate estate during part of the time the house was in foreclosure. She lives in South Florida.

Jane H. Downey
Direct: 803-251-8814 | Cell: 803-210-6778

From: Herrmann, Karen <KHerrmann@greenvillecounty.org>
Sent: Friday, September 5, 2025 1:24 PM
To: Kelley Woody <kwoody@kelleywoody.com>; Theron Coetzee <Theron.Coetzee@mccabetrotter.com>; Wyman, Jason <Jason.Wyman@wbd-us.com>; Downey, Jane <jdowney@bakerdonelson.com>; clayton custer <cmc10261@yahoo.com>; Ashley Green <Ashley.Green@mccabetrotter.com>
Cc: Dean Hayes <Dean.Hayes@mccabetrotter.com>
Subject: RE: Harbor Town Assoc v. Rajiv K. Lakhane (2024-23-04910) (Sept. 23rd at 3:00)
Importance: High

It looks like everyone is good with September 23rd at 3:00 for an in person hearing.

I have added this to Judge Simmons docket for that date and time.

Please have any necessary documents efiled at least 48 hours prior to the hearing.

Thank you.

Karen K. Herrmann
Administrative Docketing Coordinator
Judge Charles B. Simmons, Jr.
Greenville County Courthouse, Suite 313
305 East North Street, Greenville SC 29601
Direct Dial 864-467-8258/ Fax 864-467-8401

ELECTRONICALLY FILED - 2025 Oct 03 2:49 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2304910

09/05/2025

DA ELECTRONICALLY FILED - 2025 Oct 03 2:49 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2304910

From: Dean Hayes
Sent: Friday, September 5, 2025 11:46 AM
To: Herrmann, Karen <KHerrmann@greenvillecounty.org>; Theron Coetzee <Theron.Coetzee@mccabetrotter.com>; Kelley Woody <kwoody@kelleywoody.com>; Wyman, Jason <Jason.Wyman@wbd-us.com>; Downey, Jane <jdowney@bakerdonelson.com>; clayton custer <cmc10261@yahoo.com>; Ashley Green <Ashley.Green@mccabetrotter.com>
Subject: RE: Harbor Town Assoc v. Rajiv K. Lakhane (2024-23-04910)

Karen:

Good morning. Those dates and times work for me, but I prefer September 23rd at 3:00 p.m., as I'm already scheduled to be in Greenville for another matter that evening.

Thanks.

Dean

Dean A. Hayes
Shareholder
McCabe, Trotter & Beverly, P.C.
4500 Fort Jackson Blvd., Suite 335
Columbia, SC 29209
Main: (803) 724-5000
Direct: (803) 724-5006
Fax: (803) 724-5001
Email: dean.hayes@mccabetrotter.com

From: Herrmann, Karen <KHerrmann@greenvillecounty.org>
Sent: Friday, September 5, 2025 11:21 AM
To: Theron Coetzee <Theron.Coetzee@mccabetrotter.com>; Kelley Woody <kwoody@kelleywoody.com>; Wyman, Jason <Jason.Wyman@wbd-us.com>; Downey, Jane <jdowney@bakerdonelson.com>; clayton custer <cmc10261@yahoo.com>; Ashley Green <Ashley.Green@mccabetrotter.com>
Cc: Dean Hayes <Dean.Hayes@mccabetrotter.com>
Subject: RE: Harbor Town Assoc v. Rajiv K. Lakhane (2024-23-04910)

I can do a 30 minute zoom hearing on Sept. 22nd at 10:00 or at 11:30 or in person on the 23rd at 9:30 or 3:00.

Karen K. Herrmann
Administrative Docketing Coordinator
Judge Charles B. Simmons, Jr.
Greenville County Courthouse, Suite 313
305 East North Street, Greenville SC 29601
Direct Dial 864-467-8258/ Fax 864-467-8401

From: Theron Coetzee <Theron.Coetzee@mccabetrotter.com>
Sent: Friday, September 5, 2025 11:09 AM
To: Kelley Woody <kwoody@kelleywoody.com>; Wyman, Jason <Jason.Wyman@wbd-us.com>; Herrmann, Karen <KHerrmann@greenvillecounty.org>; Downey, Jane <jdowney@bakerdonelson.com>; clayton custer <cmc10261@yahoo.com>; Ashley Green <Ashley.Green@mccabetrotter.com>
Cc: Dean Hayes <Dean.Hayes@mccabetrotter.com>
Subject: RE: Harbor Town Assoc v. Rajiv K. Lakhane (2024-23-04910)

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Unfortunately, that will not work for our office. We can please get another in-person date.

Thank you,

Theron Coetzee-Outing
Paralegal
4500 Fort Jackson Blvd.
Suite 335
Columbia, SC 29209
Telephone: (803) 724-5000
Fax: (803) 724-5001

"If you are satisfied with my assistance or our firm's services, we'd be ever so grateful if you left us a 5-star review: <https://g.page/r/CRMUDVXyA5mCEAE/review>."

From: Kelley Woody <kwoody@kelleywoody.com>
Sent: Friday, September 5, 2025 11:07 AM
To: Wyman, Jason <Jason.Wyman@wbd-us.com>; Herrmann, Karen <KHerrmann@greenvillecounty.org>; Downey, Jane <jdowney@bakerdonelson.com>; clayton custer <cmc10261@yahoo.com>; Ashley Green <Ashley.Green@mccabetrotter.com>
Cc: Theron Coetzee <Theron.Coetzee@mccabetrotter.com>
Subject: Re: Harbor Town Assoc v. Rajiv K. Lakhane (2024-23-04910)

I can make that work. I have a virtual hearing at 1:30, but may come to Greenville early and try to get that done.

Kelley Yarborough Woody
Attorney at Law, LLC

P.O. Box 6432
Columbia, SC 29260
kwoody@kelleywoody.com
803-787-9678 (office)
803-787-9743 (fax)

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From: Wyman, Jason <Jason.Wyman@wbd-us.com>
Date: Friday, September 5, 2025 at 10:58?AM
To: Herrmann, Karen <KHerrmann@greenvillecounty.org>, Downey, Jane <jdowney@bakerdonelson.com>, clayton custer <cmc10261@yahoo.com>, Kelley Woody <kwoody@kelleywoody.com>, Ashley Green <ashley.green@mccabetrotter.com>
Cc: Theron Coetzee <Theron.Coetzee@mccabetrotter.com>
Subject: RE: Harbor Town Assoc v. Rajiv K. Lakhane (2024-23-04910)
Good morning, Karen,

My firm is still working through the conflict check, but I don't anticipate any issues. While I haven't yet reviewed the motion or case file in great detail, I believe an in-person hearing will likely be necessary given the potential for multiple witnesses and substantive argument.

I'm available the afternoon of the 17th if that works for everyone else.

Thank you,

Jason

Jason Wyman

Senior Counsel
Womble Bond Dickinson (US) LLP

d: 864-255-5421

e: Jason.Wyman@wbd-us.com

550 South Main Street
Suite 400
Greenville, SC 29601

womblebond Dickinson.com

Signature for Wyman, Jason

This email is sent for and on behalf of Womble Bond Dickinson (US) LLP. Womble Bond Dickinson (US) LLP is a member of Womble Bond Dickinson (International) Limited, which consists of independent and autonomous law firms providing services in the US, the UK, and elsewhere around the world. Each Womble Bond Dickinson entity is a separate legal entity and is not responsible for the acts or omissions of, nor can bind or obligate, another Womble Bond Dickinson entity. Womble Bond Dickinson (International) Limited does not practice law. Please see www.womblebond Dickinson.com/us/legal-notice for further details.

Disclaimer for Wyman, Jason

From: Herrmann, Karen <KHerrmann@greenvillecounty.org>
Sent: Friday, September 5, 2025 8:15 AM
To: Downey, Jane <jdowney@bakerdonelson.com>; clayton custer <cmc10261@yahoo.com>; Kelley Woody <kwoody@kelleywoody.com>; Ashley Green <ashley.green@mccabetrotter.com>
Cc: Theron Coetzee <Theron.Coetzee@mccabetrotter.com>; Wyman, Jason <Jason.Wyman@wbd-us.com>
Subject: RE: Harbor Town Assoc v. Rajiv K. Lakhaney (2024-23-04910)
Importance: High

Thank you,

Jason, please let us know if you are available on September 15th at 11:15.

Karen K. Herrmann
Administrative Docketing Coordinator
Judge Charles B. Simmons, Jr.
Greenville County Courthouse, Suite 313
305 East North Street, Greenville SC 29601

Direct Dial 864-467-8258/ Fax 864-467-8401

From: Downey, Jane <jdowney@bakerdonelson.com>
Sent: Thursday, September 4, 2025 4:36 PM
To: clayton custer <cmc10261@yahoo.com>; Kelley Woody <kwoody@kelleywoody.com>; Ashley Green <ashley.green@mccabetrotter.com>; Herrmann, Karen <KHerrmann@greenvillecounty.org>
Subject: RE: Harbor Town Assoc v. Rajiv K. Lakhane (2024-23-04910)

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I can attend either date.

Jane H. Downey
Direct: 803-251-8814 | Cell: 803-210-6778

From: clayton custer <cmc10261@yahoo.com>
Sent: Thursday, September 4, 2025 4:31 PM
To: Kelley Woody <kwoody@kelleywoody.com>; Ashley Green <ashley.green@mccabetrotter.com>; Herrmann, Karen <kherrmann@greenvillecounty.org>
Cc: Downey, Jane <jdowney@bakerdonelson.com>
Subject: Re: Harbor Town Assoc v. Rajiv K. Lakhane (2024-23-04910)

Hi Karen,

Thank you for the email.

Since I am now basically retired, Oriole Properties and Thomas & Son will be retaining counsel. I plan to retain Womble and have just now reached out to them and forwarded the Motion. Jason Wyman or someone else from their office will reach out to you soon as to their availability, but in the meantime I can say I'm quite certain after reading the Motion and Affidavit that we will request a hearing in person on this Motion (with the opportunity to present evidence) before Judge Simmons.

Thank you very much. Clay Custer/ Oriole Properties

On Thursday, September 4, 2025 at 02:48:45 PM EDT, Herrmann, Karen <kherrmann@greenvillecounty.org> wrote:

Thank you,
As soon as we hear from Ms. Downey and Mr. Custer we can get this set.

I will hold that date.

Karen K. Herrmann
Administrative Docketing Coordinator
Judge Charles B. Simmons, Jr.
Greenville County Courthouse, Suite 313
305 East North Street, Greenville SC 29601
Direct Dial 864-467-8258/ Fax 864-467-8401

From: Kelley Woody <kwoody@kelleywoody.com>
Sent: Thursday, September 4, 2025 2:43 PM
To: Herrmann, Karen <KHerrmann@greenvillecounty.org>; ashely.green@mccabetrotter.com
Cc: jdowney@bakerdonelson.com; cmc10261@yahoo.com
Subject: Re: Harbor Town Assoc v. Rajiv K. Lakhane (2024-23-04910)

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Thank you, Karen. I am available on the 15th.

Kelley Yarborough Woody
Attorney at Law, LLC

P.O. Box 6432
Columbia, SC 29260
kwoody@kelleywoody.com
803-787-9678 (office)
803-787-9743 (fax)

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From: Herrmann, Karen <KHerrmann@greenvillecounty.org>
Date: Thursday, September 4, 2025 at 2:16PM
To: ashely.green@mccabetrotter.com <ashely.green@mccabetrotter.com>, Kelley Woody <kwoody@kelleywoody.com>
Cc: jdowney@bakerdonelson.com <jdowney@bakerdonelson.com>, cmc10261@yahoo.com <cmc10261@yahoo.com>
Subject: Harbor Town Assoc v. Rajiv K. Lakhaney (2024-23-04910)

Good afternoon,

Judge Simmons has reviewed the attached Motion filed by defendants attorney.

He requests a hearing on this matter as soon as possible.

He is available on Sept. 15th at 11:15 via zoom, or the 17th at 3:00 in person.

Please check your calendars and let me know if one of these dates work.

Karen K. Herrmann
Administrative Docketing Coordinator
Judge Charles B. Simmons, Jr.
Greenville County Courthouse, Suite 313
305 East North Street, Greenville SC 29601
Direct Dial 864-467-8258/ Fax 864-467-8401

09/02/2025

Good afternoon,

Please see attached. The interest we included was interest charged by our client.

Thank you,

Theron Coetzee-Outing
Paralegal
4500 Fort Jackson Blvd.
Suite 335
Columbia, SC 29209
Telephone: (803) 724-5000
Fax: (803) 724-5001

"If you are satisfied with my assistance or our firm's services, we'd be ever so grateful if you left us a 5-star review: <https://g.page/r/CRMUDVXyA5mCEAE/review>."

From: Boehmke, Jennifer <JBoehmke@greenvillecounty.org>
Sent: Monday, August 25, 2025 9:58 AM
To: Theron Coetzee <Theron.Coetzee@mccabetrotter.com>; Ashley Green <Ashley.Green@mccabetrotter.com>
Subject: RE: Harbor Town Association, Inc. v Rajiv Kumar Lakhane, Deceased, et al 2024-CP-23-04910

Good Morning, Theron:

On this affidavit, please include the date the Hill Repair Special Assessment. Also, how did you calculate the interest? You should be able to include interest on the principal from the date that was included in the Order until the date the Order was filed. Then, you can include interest on the judgment from the date the Order was filed through the date of bid compliance.

Please revise and email to me again.

Thanks,

Jennifer Boehmke
Administrative Assistant/Accounting
Office of Hon. Charles B. Simmons, Jr.
Master in Equity/Greenville County
305 East North St., Suite 313
Greenville, SC 29601
Phone (864)467-8663 (direct)
Phone (864)467-8556 (MIE Office)
Fax (864)467-8401

1
ELECTRONICALLY FILED - 2025 Oct 03 2:49 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2304910

08/19/2025

From: Ashley Green
Sent: Tuesday, August 19, 2025 5:39 PM
To: Kelley Woody <kwoody@kelleywoody.com>; Theron Coetzee
<Theron.Coetzee@mccabetrotter.com>
Subject: RE: Lakhaney 2024CP2304910

Hey Kelley,

Dean spoke with Jane Downey last week and provided her the information for the 3rd party bidder. She said that she would reach out to him.

Thanks,
Ashley

From: Kelley Woody <kwoody@kelleywoody.com>
Sent: Tuesday, August 19, 2025 3:31 PM
To: Ashley Green <Ashley.Green@mccabetrotter.com>; Theron Coetzee
<Theron.Coetzee@mccabetrotter.com>
Subject: Lakhaney 2024CP2304910

Hey Ashley and Theron. I was trying to reach Ashley to talk about this case. An attorney from Greenville called me. Please give me a shout when you can.

Thank you,
Kelley

Kelley Yarborough Woody
Attorney at Law, LLC

P.O. Box 6432
Columbia, SC 29260
kwoody@kelleywoody.com
803-787-9678 (office)
803-787-9743 (fax)

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DEBT COLLECTOR: This firm collects debts for our clients who are creditors. Any information obtained will be used for that purpose. However, if you have previously received a discharge in bankruptcy, this message is not and should not be construed as an attempt to collect a debt, but only as an attempt to enforce a lien.

To opt out of future emails please respond to optout@mccabetrotter.com with

AND ELECTRONICALLY FILED - 2025 Oct 03 2:49 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2304910

08/07/2025

Attorney from New Jersey called and said she was trying to get the property back for the estate. Told her the property was sold to a third party, Oriole Properties, at the foreclosure sale. Attorney said she is going to try and contact Oriole Properties in Greenville.

08/05/2025

Property purchased by Third Party Bidder, Oriole Properties, in the amount of \$25,000.00.

08/05/2025

Foreclosure sale conducted

08/01/2025

Bidding instructions sent to ERV Bidding

07/23/2025

From: Ashley Green

Sent: Wednesday, July 23, 2025 2:29 PM

To: 'Corie Hopkins' <jsandkproperties@gmail.com>

Subject: RE: Interest in 36 Spinnaker Ct Greenville 29611 - Before Auction

Good afternoon,

I am doing well and hope that you are too. Unfortunately, I am unable to provide any additional information about the account. You are welcome to reach out to the Master in Equity to get additional information about how you can bid on the property at the foreclosure sale.

Thanks,

Ashley

From: Corie Hopkins <jsandkproperties@gmail.com>

Sent: Wednesday, July 23, 2025 1:45 PM

To: Ashley Green <Ashley.Green@mccabetrotter.com>

Subject: Interest in 36 Spinnaker Ct Greenville 29611 - Before Auction

Hi Ms. Green,

I hope you're doing well. I'm reaching out regarding the property at 36 Spinnaker Court in Greenville (29611). I understand it's scheduled to go to auction on August 4th, and I wanted to see if there might be an opportunity to discuss it before then.

I'm very interested in the home and would appreciate any details you can share about its current condition, pricing, or whether a direct purchase is still possible ahead of the auction date.

Thanks so much for your time.

07/10/2025

From: Ashley Green
Sent: Thursday, July 10, 2025 3:02 PM
To: 'Dennis Garrison' <dgarrison@greenvillesc.gov>
Subject: RE: Subject 36 Spinnaker Court Greenville SC 29611

Good afternoon,

Unfortunately, I am unable to provide any information on the property. You are welcome to reach out to the Master in Equity to get additional information about how you can bid on the property at the foreclosure sale.

Thanks,
Ashley

From: Dennis Garrison <dgarrison@greenvillesc.gov>
Sent: Thursday, July 10, 2025 12:02 PM
To: Ashley Green <Ashley.Green@mccabetrotter.com>
Subject: Subject 36 Spinnaker Court Greenville SC 29611

Ms.Green, Reaching out to you concerning a property at 36 Spinnaker Ct.Understand there's a HOA lien on property possible a foreclosure.Im interested in trying to purchase.If you can help me with any insight would be greatly appreciated.Thanks Dennis Garrison

Get Outlook for IOS

NOTICES

PRIVILEGED AND CONFIDENTIAL: This electronic message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is attorney-client privileged, may be confidential work product, or may be exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for deliverin

REturned call to Dennis 8642932973. Unsure of his relationship to property. From his voicemail it seems like he is a 3rd party interested in buying the property. Left voicemail. Foreclosure hearing

Returned call to Carmen Cortez. She is the administrator for the HO's estate. 9737421077. . Unable to leave message. Phone just kept rining and then a busy signal came on.

Hearing package sent to attorney for review

Affidavit of debt sent to client for execution

Final foreclosure hearing scheduled. Notice of Hearing sent to Defendant(s).

06/23/2025

06/06/2025

06/05/2025

05/30/2025

05/27/2025

04/14/2025

ANG
ELECTRONICALLY FILED - 2025 Oct 03 2:49 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2304910
ANG
TC
ANG
TC
TC
TC

TC

04/01/2025

Hey Karen!

This defendant has defaulted on their payment plan. Can we please put this on for the May 2nd hearing block?

Thank you,

Theron Coetzee-Outing
Paralegal
4500 Fort Jackson Blvd.
Suite 335
Columbia, SC 29209
Telephone: (803) 724-5000
Fax: (803) 724-5001

From: Herrmann, Karen <KHerrmann@greenvillecounty.org>
Sent: Monday, March 31, 2025 11:07 AM
To: Theron Coetzee <Theron.Coetzee@mccabetrotter.com>
Subject: RE: Lakhane, Deceased/36 Spinnaker Court /Harbor Town Association, Inc. (24-04910)
Importance: High

Good morning Theron,

If the above case is still on hold, please file an order to remove from the active docket.

Thank you.

Karen K. Herrmann
Administrative Docketing Coordinator
Judge Charles B. Simmons, Jr.
Greenville County Courthouse, Suite 313
305 East North Street
Direct Dial 864-467-8258/ Fax 864-467-8401
Payment plan canceled for noncompliance.

03/31/2025

TC

TC

TC

AC

01/07/2025

From: Herrmann, Karen <KHerrmann@greenvillecounty.org>
Sent: Tuesday, January 7, 2025 8:19 AM
To: Theron Coetzee <Theron.Coetzee@mccabetrotter.com>
Subject: RE: Lakhane, Deceased/36 Spinnaker Court /Harbor Town Association, Inc. (24-04910)

Good Morning Theron~

I have taken this off of the docket for February.

Thank you!

Karen K. Herrmann
Administrative Docketing Coordinator
Judge Charles B. Simmons, Jr.
Greenville County Courthouse, Suite 313
305 East North Street
Direct Dial 864-467-8258/ Fax 864-467-8401

From: Theron Coetzee <Theron.Coetzee@mccabetrotter.com>
Sent: Tuesday, January 7, 2025 8:10 AM
To: Herrmann, Karen <KHerrmann@greenvillecounty.org>
Subject: Lakhane, Deceased/36 Spinnaker Court /Harbor Town Association, Inc.

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

2024-CP-23-04910 – Harbor Town Association, Inc. v. Rajiv Kumar Lakhane, Deceased
Good morning, Karen!

Can we please cancel the hearing for this matter scheduled for February 10th? The defendant has entered into a payment arrangement and has made their down payment.
Thank you,

2024-CP-23-04910 – Harbor Town Association, Inc. v. Rajiv Kumar Lakhane, Deceased

Good morning, Karen!

Can we please cancel the hearing for this matter scheduled for February 10th? The defendant has entered into a payment arrangement and has made their down payment.

Thank you,
Theron

Payment Plan Paid on 1/2/2025 due on 1/31/2025

Payment Plan Paid on 1/2/2025 due on 12/31/2024

From: Payoff <Payoff@mccabetrotter.com>

Sent: Tuesday, December 31, 2024 1:38 PM

To: KATHERINE SEMYONOV <katsemyonov@aol.com>; Payoff <Payoff@mccabetrotter.com>

Subject: 20546.18 / 36 Spinnaker Court

Please see attached above you will need your unique payment Id- 00-0A8FE1

Ayanna

-----Original Message-----

From: KATHERINE SEMYONOV <katsemyonov@aol.com>

Sent: Tuesday, December 31, 2024 12:57 PM

To: Payoff <Payoff@mccabetrotter.com>

Subject: Re: Payoff Deceased Lakhane

36 Spinnaker Lane

01/02/2025

01/02/2025

12/31/2024

12/17/2024

THIS COMMUNICATION IS FOR THE PURPOSE OF COLLECTING A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
Thank you for confirming. We will send over an installment payment agreement for your e-signature momentarily.

Thank you,
Theron

From: KATHERINE SEMYONOV <katsemyonov@aol.com>
Sent: Tuesday, December 17, 2024 12:54 PM
To: Payoff <Payoff@mccabetrotter.com>
Subject: Re: 36 Spinnaker Ct Greenville SC the Estate of Rajiv Lakhanev

Hello,

Thank you for your response, please send over the agreement.

Thank you

12/17/2024

Katherine Semyonov
THIS COMMUNICATION IS FOR THE PURPOSE OF COLLECTING A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
Please see attached your balance. We can offer you our standard payment plan of 30% down in 2 weeks and 6 monthly payments. Please note that if you accept this agreement that you must stay current with any assessment, or other charges that come due while under this plan.
Please let us know if you would like to accept so that we may send over an installment payment agreement for your e-signature.
Thank you,
Theron

From: KATHERINE SEMYONOV <katsemyonov@aol.com>
Sent: Monday, December 16, 2024 3:32 PM
To: Payoff <Payoff@mccabetrotter.com>
Subject: Re: 36 Spinnaker Ct Greenville SC the Estate of Rajiv Lakhanev

12/16/2024

Please see attached letters of administration.
THIS COMMUNICATION IS FOR THE PURPOSE OF COLLECTING A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Good afternoon,

Will you please send us a copy of the paperwork from the Court appointing you as the administrator of the estate so that we may speak with you regarding this account?

Thank you,
Theron

-----Original Message-----

From: KATHERINE SEMYONOV <katsemyonov@aol.com>
Sent: Monday, December 16, 2024 2:48 PM
To: Payoff <Payoff@mccabetrotter.com>
Subject: 36 Spinnaker Ct Greenville SC the Estate of Rajiv Lakhanev

My name is Katherine Semyonov and I am the current administrator of the Estate of Rajiv Lakhanev. I am trying to reach someone regarding past due association fees for 36 Spinnaker Ct Greenville SC. I cannot seem to get through to anyone on how I can remedy the fees with Harbor Town Association. Please give me a call back at 201-370-1981 or this email.

Thank you,

Katherine Semyonov

12/16/2024

From: Kelley Woody <kwoody@kelleywoody.com>
Sent: Saturday, December 14, 2024 4:01 PM
To: Ashley Green <Ashley.Green@mccabetrotter.com>; Theron Coetzee
<Theron.Coetzee@mccabetrotter.com>
Subject: FW: Estate of Rajiv Kumar Lakhane - 36 Spinnaker court

Hi Y'all. Please see below regarding heirs of Rajiv Lakhane.
Thanks,
Kelley

Kelley Yarborough Woody
Attorney at Law, LLC

P.O. Box 6432
Columbia, SC 29260
kwoody@kelleywoody.com
803-787-9678 (office)
803-787-9743 (fax)

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From: Philip Z <pziganto@gmail.com>
Date: Friday, December 13, 2024 at 9:13?PM
To: Kelley Woody <kwoody@kelleywoody.com>
Subject: Estate of Rajiv Kumar Lakhane - 36 Spinnaker court
Good evening,
Rajiv Lakhane does have heirs. Katherine Semyanov, his legal wife and mother of his child. Her phone number is +1 201-370-1981 and her email is Katsemyanov@aol.com. He also has two siblings.
Please let me know if you have any questions.
Thank you.

ELECTRONICALLY FILED - 2025 Oct 03 2:49 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2304910

12/16/2024

From: Kelley Woody <kwoody@kelleywoody.com>
Sent: Saturday, December 14, 2024 4:01 PM
To: Ashley Green <Ashley.Green@mccabetrotter.com>; Theron Coetzee
<Theron.Coetzee@mccabetrotter.com>
Subject: FW: Estate of Rajiv Kumar Lakhanev - 36 Spinnaker court

Hi Y'all. Please see below regarding heirs of Rajiv Lakhanev.
Thanks,
Kelley

Kelley Yarborough Woody
Attorney at Law, LLC

P.O. Box 6432
Columbia, SC 29260
kwoody@kelleywoody.com
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From: Philip Z <pziganto@gmail.com>
Date: Friday, December 13, 2024 at 9:13?PM
To: Kelley Woody <kwoody@kelleywoody.com>
Subject: Estate of Rajiv Kumar Lakhanev - 36 Spinnaker court
Good evening,
Rajiv Lakhanev does have heirs. Katherine Semyanov, his legal wife and mother of his child.
Her phone number is +1 201-370-1981 and her email is Katsemyonov@aol.com. He also
has two siblings.
Please let me know if you have any questions.
Thank you.
Please schedule a hearing on this case as soon as possible.
Order of Reference to Master in Equity send to county for filing.
Non-Military Defendants are in Default

12/04/2024
11/12/2024
11/12/2024

TELEPHONICALLY FILED - 2025 Oct 03 2:49 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2304910

TC
TC
TC

11/11/2024

From: Kelley Woody <kwoody@kelleywoody.com>
Sent: Monday, November 11, 2024 2:38 PM
To: Theron Coetzee <Theron.Coetzee@mccabetrotter.com>
Subject: Re: Lakhane, Deceased/36 Spinnaker Court /Harbor Town Association, Inc.

Thank you! Yes, I am fine with order of reference.
Thank you!

Kelley Yarborough Woody
Attorney at Law, LLC

P.O. Box 6432
Columbia, SC 29260
kwoody@kelleywoody.com
803-787-9678 (office)
803-787-9743 (fax)

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From: Theron Coetzee <Theron.Coetzee@mccabetrotter.com>
Date: Monday, November 11, 2024 at 2:27?PM
To: Kelley Woody <kwoody@kelleywoody.com>
Subject: RE: Lakhane, Deceased/36 Spinnaker Court /Harbor Town Association, Inc.
2024-CP-23-04910 – Harbor Town Association, Inc. v. Rajiv Kumar Lakhane, Deceased

Thank you,

Theron Coetzee-Outing
Paralegal
4500 Fort Jackson Blvd.
Suite 335
Columbia, SC 29209
Telephone: (803) 724-5000
Fax: (803) 724-5001

From: Kelley Woody <kwoody@kelleywoody.com>
Sent: Monday, November 11, 2024 2:24 PM
To: Theron Coetzee <Theron.Coetzee@mccabetrotter.com>
Subject: Re: Lakhane, Deceased/36 Spinnaker Court /Harbor Town Association, Inc.

Hi Theron. I am working remotely today. What is the civil action number for this one?

Kelley Yarborough Woody
Attorney at Law, LLC

P.O. Box 6432
Columbia, SC 29260
kwoody@kelleywoody.com
803-787-9678 (office)
803-787-9743 (fax)

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From: Theron Coetzee <Theron.Coetzee@mccabetrotter.com>
Date: Monday, November 11, 2024 at 1:23?PM

ELECTRONICALLY FILED - 2025 Oct 03 2:49 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2304910

To: Kelley Woody <kwoody@kelleywoody.com>
 Subject: Lakhane, Deceased/36 Spinnaker Court /Harbor Town Association, Inc.
 Good afternoon, Kelley!
 I just wanted to simply reach out and see if you are okay with us proceeding with referring this case to the Master in Equity. Please let me know.

11/11/2024

Thank you,
 Good afternoon, Kelley!

I just wanted to simply reach out and see if you are okay with us proceeding with referring this case to the Master in Equity. Please let me know.

10/28/2024

09/05/2024

Thank you!
 Theron
 Military/Minor Heirs Publication Complete
 From: Kelley Woody <kwoody@kelleywoody.com>
 Sent: Thursday, September 5, 2024 9:40 AM
 To: Theron Coetzee <Theron.Coetzee@mccabetrotter.com>
 Subject: Re: Lakhane, Deceased/36 Spinnaker Court /Harbor Town Association, Inc.

Good morning. Permission to esign. Invoice attached.
 Thanks!
 Kelley

Kelley Yarborough Woody
 Attorney at Law, LLC

P.O. Box 6432
 Columbia, SC 29260
 kwoody@kelleywoody.com
 803-787-9678 (office)
 803-787-9743 (fax)

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09/05/2024

Good morning, Kelley!

We were made aware that this owner is deceased. Will you please review and let us know if you have any conflicts, and if not, if you approve of being the GAL?

Thank you!
 Theron

08/20/2024

From: pat watson <greenvilles@bellsouth.net>
Sent: Tuesday, August 20, 2024 9:11 AM
To: Theron Coetzee <Theron.Coetzee@mccabetrotter.com>
Subject: Re: Lakhane/36 Spinnaker Court /Harbor Town Association, Inc.

Theron,

Good morning. We have found that the unit is currently unoccupied, and the defendant is deceased.
I spoke with a friend of the family yesterday who stated he died on July 31, 2024. He is items are still in the unit. I do not have an obituary. I do have a copy of the funeral service handout. I have attached that information. The service was held in New Jersey. No one else was residing with him at the time of death. I will prepare a non-serve affidavit and have that returned to you.

Thanks,
Pat

Greenville Process Service, LLC
25 Woods Lake Road
Suite 216
Greenville, SC 29607
Phone: (864) 242-0712

Please serve. Thanks!

08/16/2024

08/16/2024

Foreclosure suit sent to process server for service on Defendant(s). We will continue to attempt service on all known addresses until service is achieved on all Defendants.

08/12/2024

Louise, please create a foreclosure file folder. Thanks! Theron

08/12/2024

Foreclosure suit e-filed with county. When the court assigns a case number we will send to process server for service.

07/29/2024

Per DAH 2023 Taxes Not Paid.

07/22/2024

Foreclosure suit prepared and sent to attorney for approval. After approval the suit will be e-filed and served on the Defendant(s).

06/18/2024

Title abstract ordered. Suit will be prepared when title work is completed.

05/28/2024

Foreclosure warning letter mailed to owner via regular mail and certified mail. If owner does not respond we will order title work to aid in preparing the foreclosure suit.

08/07/2023

From: Monique Hankinson
Sent: Monday, August 7, 2023 9:29 AM
To: 'R Lakhane' <rl1981@aol.com>
Subject: RE: Lakhane/36 Spinnaker Court /Harbor Town Association, Inc.

Hello,

I am showing a balance of \$151.12.

Thanks,

Monique

08/07/2023

From: R Lakhane <rl1981@aol.com>
Sent: Friday, August 4, 2023 6:59 PM
To: Monique Hankinson <Monique.Hankinson@mccabetrotter.com>
Subject: Re: Lakhane/36 Spinnaker Court /Harbor Town Association, Inc.

Hi Monique,

Thanks for the email. I went ahead and made the payment in full. Please confirm that I am now caught up through July 31st. Also, will I pay August directly to the HOA ?

Thanks

Rajiv Lakhane

08/07/2023

Received and processed online payment 1094-631966-185515 in the amount of 1,552.60, as submitted by Rajiv Lakhane - RL1981@aol.com on 08/04/2023

TC

07/31/2023

Hello,

I have attached the payment instructions, per your request. Please let me know if you have any additional questions.

Your payment ID is: 00-0A8FE1

Thanks,

Monique H.

06/16/2023

<https://rc2.readycollect.com/ReadyPay/PaymentLogin?ClientKey=29212>
Filed lien received from county.

You may email newfilerequest@mccabetrotter.com to request our firm initiate foreclosure proceedings in this matter when the board has authorized foreclosure. Until that time our action with this file will be limited to: responding to debtor disputes or inquiries, providing balance updates to debtors, negotiating payment plans, processing any incoming payments, and releasing the lien upon receipt of full payment.

Please remember that all account information and file contents are available to the Association through the online portal at mccabetrotter.com. If you have any questions that cannot be answered through our online portal please email us at newfilerequest@mccabetrotter.com.

06/15/2023

Thank you for choosing McCabe Trotter & Beverly, PC. to assist you in this matter.
Filed opened. Notice of Lien prepared. Electronic copy submitted to Simplifile for recording or paper copy mailed to county for traditional recording. Demand letter and copy of lien mailed to property owners via regular U.S. Mail and certified mail.

ELECTRONICALLY FILED - 2025 Oct 03 2:49 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2304910

Subject: Estate of Rajiv Kumar Lakhanev - 36 Spinnaker court

Date: Friday, December 13, 2024 at 9:13:07 PM Eastern Standard Time

From: Philip Z

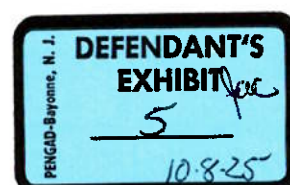
To: Kelley Woody

Good evening,

Rajiv Lakhanev does have heirs. Katherine Semyanov, his legal wife and mother of his child. Her phone number is +1 201-370-1981 and her email is Katsemyonov@aol.com. He also has two siblings.

Please let me know if you have any questions.

Thank you.



Bidder Amount
\$100,000.00

GREENVILLE COUNTY

2024 TAX SALE REDEMPTION INFORMATION

TAX SALE HELD DECEMBER 16 - 17 2024

* must pay
off by
12/17/25

NAME: Lakhaney Rajiv Kumar

MAP#: B002-04-01-036-00

AMOUNT DUE IS BASED ON DATE OF REDEMPTION

DECEMBER 18 - MARCH 18TH _____

MARCH 19TH - JULY 18TH _____

JULY 21ST - SEPTEMBER 19TH \$10,013.66

SEPTEMBER 22 - DECEMBER 18TH _____

2024 TAXES
\$3183.13
TOTAL 13,196.79

Redemption of Property Sold:

The defaulting taxpayer, any grantee from the owner, or any mortgage or judgment creditor has one year from the date of the sale in which to redeem the property. The cost to redeem consists of all delinquent taxes, costs, and assessments, and penalties, plus applicable interest. Interest is due on the whole amount of the delinquent tax bid based on the month during the redemption period the property is redeemed according to the following schedule.

DOES NOT INCLUDED 2024 TAXES

NO CC/DEBIT CARDS FOR REDEMPTIONS

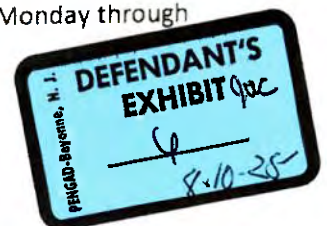
First three months - 3%

Months four, five & six - 6%

Months seven, eight & nine - 9%

Last three months - 12%

Redemptions can only occur during Regular Business Hours 8:30 a.m. - 5:00 p.m. Monday through Friday excluding observed Holidays



Stop Payment Requests cannot be accepted until 90 days after the issue date. An Indemnity Bond will be required before this Cashier's Check will be replaced or refunded.

Pinnacle

Cashier's Check 1421325

REMITTER

THOMAS AND SON PROPERTIES, LLC
320 SCENIC LAKE CT
PIEDMONT, SC 29673

Date: 8/14/2025

Branch: 0040

PAY TO THE ORDER OF

** EXACTLY **11,907 AND 00/100 DOLLARS
MASTER IN EQUITY

\$11,907.00

36 SPINNAKER

⑈0001421325⑈ ⑈064008637⑈ 589157736⑈

John McHenry

Security features. Details on back

REMITTER

Clayton M Custer



P.O. Box 1067, Travelers Rest, SC 29680 • (864) 834-9031

No. 266664

DATE August 14, 2025

\$ 11,907.00

Master In Equity-Greenville County

DOLLARS

PAY TO THE ORDER OF
**** Eleven Thousand Nine Hundred Seven and 00/100 ****

CASHIER'S CHECK

Memo: Spinnaker

Raymond S. Spinnaker
AUTHORIZED SIGNATURE

⑈266664⑈ ⑈05320737⑈ 11 38 713⑈

PENGAD-Bayonne, N. J.

DEFENDANT'S EXHIBIT

10-825

2025051540
2 Pgs
DEED Book: DE 2762 Page: 1880 - 1881
August 18, 2025 04:29:59 PM Cons: \$25,000.00
Rec: \$15.00 Cnty Tax: \$27.50 State Tax: \$65.00
FILED IN GREENVILLE COUNTY, SC *Timothy J. Hanney*

MASTER'S TITLE
State of South Carolina)
County of Greenville)

TO ALL WHOM THESE PRESENTS SHALL CONCERN:

I, Charles B. Simmons, Jr., as Master in Equity for Greenville County, the said State,
send greetings:

WHEREAS, in an action in the Court of Common Pleas in Greenville County between
Harbor Town Association, Inc. as plaintiff(s) and

Rajiv Kumar Lakheney, Deceased, et al, as defendant(s), by an Order filed **June 11, 2025**
it was decreed that the property hereinafter described should be sold by the Master in
Equity for Greenville County, on the terms and for the purposes mentioned in the
Order(s) granted in the case (see **Judgement Roll No. 2024-CP-23-04910**) (**A**
MORTGAGE FORECLOSURE ACTION-TRANSFERRING REALTY)

NOW THEREFORE KNOW ALL MEN, That I, the undersigned, as Master in Equity
for Greenville County, pursuant to the foregoing and in consideration of the sum of
Twenty-Five Thousand and no/100 (\$25,000.00) Dollars as paid by the hereinafter
named grantee, the receipt whereof is hereby acknowledged, have granted, bargained,
sold and released, and by these presents do grant and release unto the grantee, **Oriole**
Properties, LLC and Thomas and Son Properties, LLC (as 50% each owner, Joint
Tenants with no Right of Survivorship) the following real property to wit:

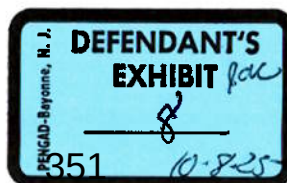
All that certain piece, parcel or lot of land, lying and being situate in the State of
South Carolina, County of Greenville and being known and designated as Unit 36
on a plat of Harbor Town, dated January 30, 1976 and recorded in Plat Book 5-P
at Page 14 in the Register of Deeds Office for Greenville County, South Carolina.
Reference to which is hereby made to said plat for a more complete description
thereof.

This being the same property conveyed to Rajiv Kumar Lakhaney by deed of U.S.
Bank National Association dated February 14, 2020 and recorded September 4,
2020 in Book 2602, Page 5749 in the Office of the Register of Deeds for
Greenville County, South Carolina.

TMS: B002040103600

Property Address: 36 Spinnaker Court, Greenville, SC 29611

Grantee's Address: Post Office Box 4068, Greenville, SC 29608



A large, stylized handwritten signature in black ink, consisting of several loops and flourishes.

This property was sold subject to any past due or accruing property taxes, assessments, existing easements, restrictions of record and any other senior encumbrances.

TOGETHER with all and singular the hereditaments, rights, members and appurtenances whatsoever to the said property belonging or in any wise incident or appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also any estate, right, title, interest, dower, possession, benefit, claim or demand therein whatsoever of all parties to the said suit and of all other person who might rightfully claim the same or any part thereof, by, from, or under them, or either of them;

TO HAVE AND TO HOLD the said property, with its hereditaments, privileges and appurtenances, unto the said grantee, its successors and assigns for their own use, benefit, and behoof, forever.

IN WITNESS WHEREOF, I, the said Master-in-Equity under and by virtue of the said Order(s), have hereunto set my Hand and Seal at Greenville, South Carolina this 18 day of **August, 2025**.

SIGNED, SEALED AND DELIVERED

IN THE Presence of:

Devin H. Blumbe
Karen K. Herrmann

Charles B. Simmons
Charles B. Simmons
Master in Equity, Greenville County



State of South Carolina)
County of Greenville)

I, *Karen K. Herrmann*, do hereby certify that Judge Charles B. Simmons, Jr., as Master in Equity for Greenville County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 18 day of August.

August, 2025

Karen K. Herrmann
Karen K. Herrmann
Notary Public for South Carolina

My commission expires: 6/20/35

[Signature]

2024

GREENVILLE COUNTY CONSOLIDATED TAX NOTICE

14371

www.greenvillecounty.org

DIST	TOTAL TAX VALUE	RATIO	ASSESSED VALUE	MILLAGE
308	107580	6%	6460	.37560

66358 1 AV 0.540 P:66358 / T:257 / S:



77 LAKHANEY RAJIV KUMAR
36 SPINNAKER CT
GREENVILLE SC 29611-3076



ALLOCATION OF TAX MONEY

GREENVILLE SCHOOL	55%	1,335.28
BEREA FIRE	22%	538.12
GREENVILLE COUNTY	16%	360.48
GREATER GREENVILLE SANITATION	4%	96.25
LIBRARY	2%	51.68
GREENVILLE TECH	1%	32.30
ART MUSEUM	%	9.69
ARENA DEBT SERVICE	%	2.58

SANITATION FEE \$ 210.00
COUNTY STORMWATER FEE \$ 22.80

TOTAL TAX AND FEES \$ 2,659.18



Scan And Pay
Your Bill Now

Want to switch to paperless billing? Go to www.greenvillecounty.org/TaxCollector/OnlineTax.aspx to Opt-In & sign up.

After Mar 31, 2025 send Payment to:

Greenville County Tax Collector
301 University Ridge S-1100
Greenville SC 29601

PAYMENT METHODS - Allow 3 weeks for processing

MAIL : Postmark considered pay date
PHONE : 1-844-257-6200
LOBBY KIOSK : Available until 5pm Monday-Friday
ONLINE : By 5pm on the due date at
greenvillecounty.org/TaxCollector/OnlineTax.aspx

Save Time - Please read Both sides of bill before calling.

ACCT #: 2400015175477
DATE PRINTED: 10/31/2024
MAP #: B002.04-01-036.00

CURRENT YEAR TAX AMOUNT DUE

TAXABLE MARKET VALUE: 107,580
ASSESSED VALUE: 6,460
TOTAL TAX \$ 2,426.38
SANITATION \$ 210.00

COUNTY STORMWATER \$ 22.80

CITY STORMWATER

HOMESTEAD LESS SCHOOL OPERATIONS

SCHOOL TAX CREDIT SAVINGS

PAY THIS AMOUNT ON OR BEFORE JANUARY 15, 2025* **\$ 2,659.18**

PAY JAN 16, 2025 - FEB 01, 2025
(INCLUDES ADDITIONAL 3% PENALTY)* \$ 2,731.97

PAY FEB 02, 2025 - MAR 16, 2025
(INCLUDES ADDITIONAL 7% PENALTY)* \$ 2,901.81

PAY AFTER MAR 16, 2025
(INCLUDES ADDITIONAL 5% PENALTY PLUS \$40.00 COST)* \$ 3,063.13

LAKHANEY RAJIV KUMAR
YOUR PROPERTY IS ASSESSED AT 6%
IF THIS IS YOUR LEGAL RESIDENCE
CONTACT REAL PROPERTY SERVICES
AT 864-467-7300.

36 SPINNAKER CT
LOT/TRACT/UNIT 36



DO NOT PAY THIS AMOUNT

PRIOR YEAR AMOUNT PAID: \$2,671.45

FOR QUICKER PROCESSING, USE ONE CHECK PER PAYMENT STUB

* If the Tax Collector's Office is closed on the due date, then the due date is extended until the close of the next business day

KEEP THIS STATEMENT FOR YOUR RECORDS

PLEASE DO NOT STAPLE, CLIP, TAPE, FOLD OR MUTILATE 353

DETACH AND RETURN THIS STUB WITH PAYMENT

VISIT OUR WEB SITE AT WWW.GREENVILLECOUNTY.ORG

REVIEW YOUR TAX NOTICE BEFORE YOU PAY

1. PARTIAL OR INCORRECT PAYMENTS WILL BE RETURNED AND MAY RESULT IN PENALTIES BEING DUE
2. Appeals do not prevent penalties accruing for unpaid accounts. **DO NOT WAIT FOR APPEAL RESULTS PRIOR TO PAYING YOUR TAX BILL.**
3. PAYMENTS MUST BE RECEIVED AT OR BEFORE CLOSE OF BUSINESS ON THE DAY BEFORE PENALTIES ARE IMPLEMENTED TO AVOID PENALTIES. PAYMENTS RECEIVED AFTER NORMAL BUSINESS HOURS WILL INCUR A STATUTORY PENALTY.
4. THE UNITED STATES POSTMARK IS THE ONLY DETERMINING DATE FOR MAILED PAYMENTS
5. USE OF ONE CHECK TO PAY MULTIPLE ACCOUNTS WILL INCREASE PAYMENT PROCESSING TIME
6. CONFIRMATION OF PROOF OF MAILING OR RECEIPT OF PAYMENT IS PROVIDED BY THE U.S. POSTAL SERVICE
7. ANY QUESTIONS ABOUT BOAT, AIRPLANE, MOTOR HOME, OR BUSINESS TAX NOTICES, CALL THE COUNTY AUDITOR AT 864 467 7040
8. ANY QUESTIONS CONCERNING REAL ESTATE ASSESSMENT, CALL THE COUNTY ASSESSOR AT 864-467-7300
9. ANY QUESTIONS ABOUT PAYMENTS, CALL THE COUNTY TAX COLLECTOR AT 864-467-7050
10. **DUE DATES:** If the office is closed on the due date, then the due date is extended until close of the next business day.
11. DISHONORED OR FAILED E-CHECKS, BANK CHECKS OR OTHER ELECTRONIC PAYMENTS WILL INCUR A RETURNED PAYMENT PROCESSING FEE.
12. PAY EARLY AS INTERNET PAYMENT METHODS WILL HALT AT CLOSE OF BUSINESS PRIOR TO PENALTY IMPOSITION DATES FOR ACCOUNT RECONCILIATION

TAX RECEIPTS ARE NULL AND VOID IF PAYMENT IS MADE WITH A CHECK THAT FAILS TO CLEAR THE BANK, AND A RETURNED CHECK PROCESSING FEE WILL BE IMPOSED

LEGAL RESIDENCE AND AGRICULTURAL USE In accordance with S.C. Code of Law 12-43-220, as amended, property owners are required to file an initial application for special assessment ratios for legal residence and agricultural property used for such purposes. To qualify for owner occupied residence or agricultural use rates, the owner must file a special assessment application with the Assessor's Office on or before the first penalty date on this notice. Legal Residence and Agricultural Use Questions 6 - 6 - 300	HOMESTEAD EXEMPTION You may qualify for a homestead exemption if you were at least 65 years of age, certified as legally blind by a licensed ophthalmologist or permanently and totally disabled as of December 31 of the preceding calendar year. You must file an application to claim this exemption. Homestead Questions 6 - 6 - 300
REAL ESTATE VALUE APPEALS In years when there is an assessment notice of change, written objections must be filed within ninety days from the date of notice. In years when there is no notice of change, written objections must be filed before the first penalty date. An appeal filed on or after the first penalty date applies for the following property tax year. Filing an appeal does not extend the time to pay without penalty. Value Questions 6 - 6 - 300	TO APPEAL A STORM WATER FEE You may complete the Impervious Area Modification Request Form located on our website at www.greenvillecounty.org/landdevelopment/billing.aspx within thirty days from the delivery date of the tax bill. Other questions about storm water fee, please contact one of the designated storm fee offices listed below:
MORTGAGE ESCROW If your mortgage company should be making your tax payment and this is not indicated on the front of this notice, contact your mortgage company immediately.	CHECKS All checks are accepted subject to collection. Returned checks will not be redeposited. Accounts with returned checks are considered unpaid and will incur late payment charges if not paid before the penalty dates shown on this notice. Do NOT stop payment on checks. We do not accept starter or counter checks. Checks must have name and address imprinted. Returned Check Questions 6 - 6 - 00

OTHER QUESTIONS

PLEASE CALL THE APPROPRIATE NUMBER TO AVOID A DELAY IN THE PROPER RESPONSE TO YOUR QUESTION

REAL ESTATE MOBILE HOME VALUES 864-467-7300	GREER PUBLIC SERVICE FEE 864-848-2150
OTHER VALUES (BOAT, AIRPLANE, BPP) 864-467-7040	LAKE VIEW ACRES CID 864-467-7110
PAYMENTS AND RECEIPTS 864-467-7050	MAULDIN CITY SERVICE FEE 864-288-4910
GREATER GREENVILLE SANITATION FEE 864-232-6721	COUNTY STORM WATER FEE 864-467-4650
SIMPSONVILLE PUBLIC WORKS FEE 864-967-9526	CITY OF GREENVILLE STORM FEE 864-467-4400
FOUNTAIN INN PUBLIC WORKS FEE 864-409-3334	CITY OF GREER STORM FEE 864-801-2026
RECORD CODE ENFORCEMENT ACTIONS 864-467-7090	TRAVELERS REST PUBLIC WORKS FEE 864-824-8740



NOT LISTED FOR SALE

**36 Spinnaker Ct Unit 36**

Greenville, SC 29611

Estimated Value:

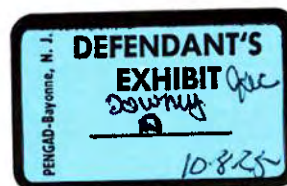
\$162,000 - \$189,000**\$162,000 - \$189,000**

36 Spinnaker Ct

Greenville, SC 29611

[See Similar Homes for Sale](#)**2 Beds 3 Baths 1,218 Sq Ft \$148/Sq Ft** Est. Value**About This Home**

This home is located at 36 Spinnaker Ct Unit 36, Greenville, SC 29611 and is currently estimated at \$179,817, approximately \$147 per square foot. 36 Spinnaker Ct Unit 36 is a home located in Greenville County with nearby schools including Westcliffe Elementary School, Berea Middle School, and Berea High School.





Date	Name	Owned For	Owner Type
Aug 2025 - Present	Oriole Properties Llc and Thomas And Son Properties Llc	2 Months	Company ✓
Feb 2020 - Aug 2025	Lakhaney Rajiv Kumar	5 Years and 6 Months	Private Individual ✓
Dec 2019 - Feb 2020	Keith Arthur Shaun and Keith Lisa	2 Months	Private Individual ✓
Jun 2011 - Dec 2019	Keith Arthur Shaun and Keith Lisa	8 Years and 6 Months	Private Individual ✓
Aug 2006 - Jun 2011	Dantzler Andrew J	4 Years and 10 Months	Private Individual ✓
Dec 2003 - Aug 2006	Wright Rory H	2 Years and 8 Months	Private Individual ✓
Feb 2003 - Dec 2003	Spitzer Gene	10 Months	Private Individual ✓

Source: Public Records



Create a Home Valuation Report for This Property

The Home Valuation Report is an in-depth analysis detailing your home's value as well as a comparison with similar homes in the area

[Create the Home Valuation Report for This Property](#)

Purchase History

Date

Buyer

Sale Price

Title Company

Aug
'25

Orio...

\$25,000

Ma...

Aug
'25

Orio...

\$25,000

Ma...

Feb
'20

Lakh...

\$90,000

Do...

Dec
'19

Keit...

\$84,800

Do...

Jun '11

Keit...

\$74,000

Source: Public
Records

[See All](#)

Mortgage History

Date

Status

Borrower

Loan Amount

Jul '11

Previous
Owner

Keith
Arthur
Shaun

\$4,000

Jun '11

Previous
Owner

Keith
Arthur
Shaun

\$73,098

Aug
'06

Previous
Owner

Dantzler
Andrew
J

\$67,500

Source: Public Records

Tax History

Year	Tax Paid	Tax Assessment	Land Improvement
------	----------	----------------	------------------

2024	\$2,655	\$6,400	\$5,060
2023	\$2,675	\$6,400	\$5,060
2022	\$2,500	\$6,400	\$5,060
2021	\$2,455	\$6,400	\$5,060
2020	\$879	\$2,800	\$2,560

Source: Public Records

See All

Map

South Carolina >
Greenville County >
Greenville > 29611 >
36 Spinnaker Ct Unit 36, Greenville, SC

This home is located at 36 Spinnaker Ct Unit 36, Greenville, SC 29611 and is currently estimated at \$179,817, approximately \$147 per square foot. 36

←

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County with nearby schools including Westcliffe Elementary School, Berea Middle School, and Berea High School.

Disclaimer:

Certain information contained herein is derived from information provided by parties other than Homes.com. All information provided is deemed reliable, but is not guaranteed to be accurate and should be independently verified.

NEARBY HOMES

Homes for Sale

Sold Homes

79 Topsail Ct

411 Westcliffe ...

1120 Saluda La...

BRANDON Pla...

109 Royal Ct U...

105 Habu Ct Un...

11 Eastcliffe Way

120 Elmhurst Rd

1706 E Saluda L...

124 Habu Ct Un...

DARWIN Plan ...

1242 Green Fer...

328 Eastcliffe ...

115 Habu Ct Uni...

SANFORD Plan...

21 Saluda Dam ...

8 Debsyl Way U...

117 Stanridge Ct

CAMERON EXP...

303 Snyder Rd

Homes.com Homepage

f

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NOT FOR SALE

36 Spinnaker Ct

Greenville, SC 29611
2 Beds 2.5 Baths 1,218 Sq. Ft. 1980 Year Built



- Xome Value
- Property Facts
- Property History
- Comparable Homes
- Market Trends
- Area Statistics
- Nearby Schools

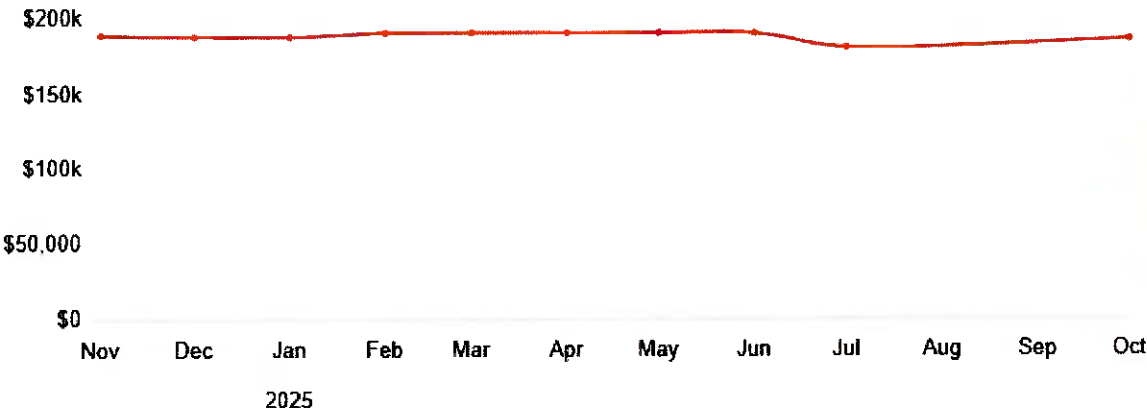
Xome Value® ⓘ

\$186,128 -1.8%
Since Nov 2024

Range: \$165,658-\$209,640

Evaluated October 1, 2025

1 Year 5 Years



The Xome Value® is an investor-grade valuation that helps you better estimate the true value of a property. Xome Value is not a guarantee of a property's value (see [Disclaimers](#) for further details).

Need some help?



36 Spinnaker Ct, Greenville, SC is a single family home that contains 1,218 Sq. Ft. and was built in 1980. It contains 2 bedrooms and 2.5 bathrooms. This home last sold for \$90,000 on 9/4/2020.

County	GREENVILLE	Year Built	1980
Living Area	1,218 Sq. Ft.	Lot Size	-

Powered by Xome®

Property History

Price History

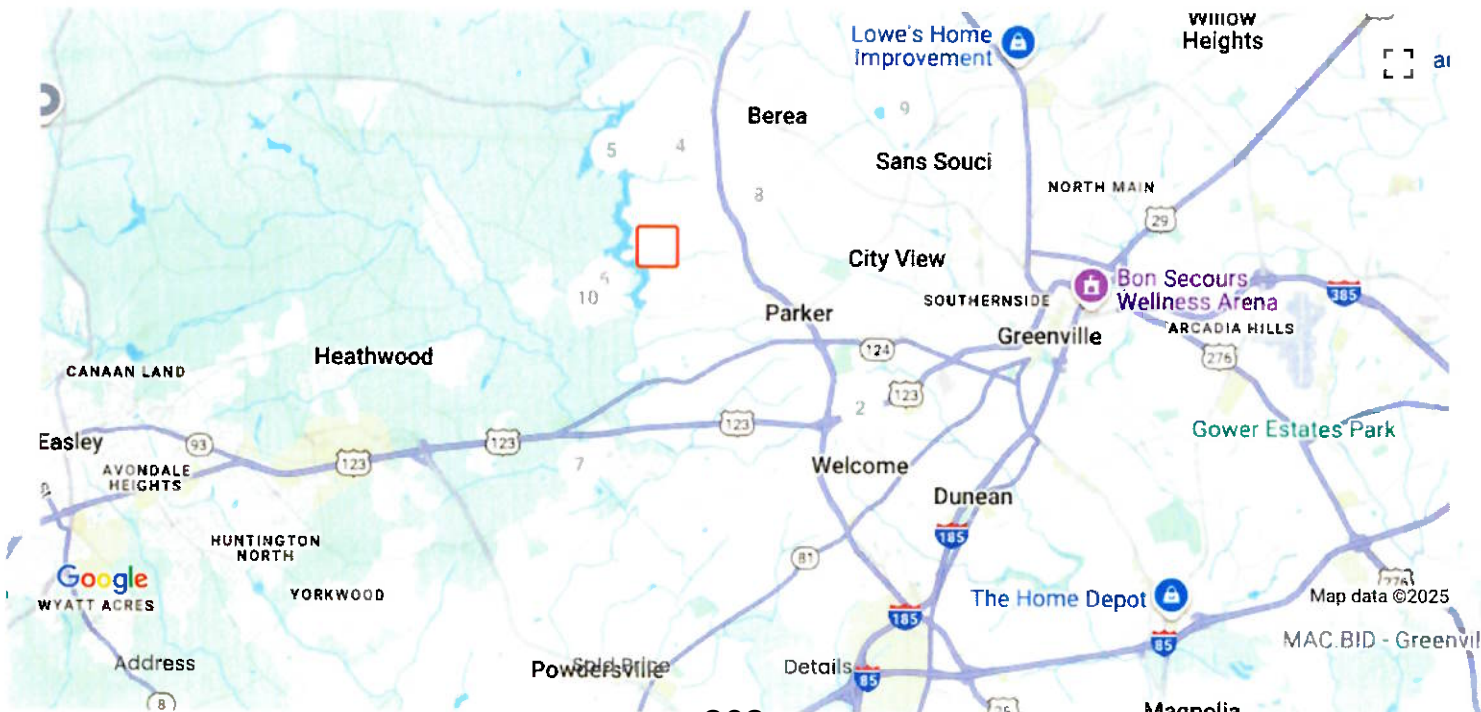
Date	Event	Price	Source
7/5/2011	Sold	\$74,000	Public Records
8/4/2006	Sold	\$67,500	Public Records
12/2/2003	Sold	\$66,800	Public Records
2/27/2003	Sold	\$38,880	Public Records

Tax History

Year	Taxes	Total Assessment
2024	\$2,659 (-0.45%)	\$6,460 (0%)
2023	\$2,671 (0%)	\$6,460 (0%)
2022	\$2,671 (+6.58%)	\$6,460 (0%)
2021	\$2,506 (+2.29%)	\$6,460 (+130.71%)
2020	\$2,450 (+181.29%)	\$2,800 (0%)
2019	\$871 (0%)	\$2,800 (0%)

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Comparable Homes



1	<u>28 Spinnaker Court</u> Greenville, SC 29611	\$187,500	2 Bed 3 Bath 0 Sq. Ft. 1900 Year Built
2	<u>212 S Texas Avenue</u> Greenville, SC 29611	\$185,000	2 Bed 0 Bath 953 Sq. Ft. 1954 Year Built
3	<u>88 Topsail Court</u> Greenville, SC 29611	\$189,000	2 Bed 3 Bath 1,273 Sq. Ft. 1981 Year Built
4	<u>211 Piney Road</u> Greenville, SC 29611	\$87,500	3 Bed 0 Bath 0 Sq. Ft. 1950 Year Built
5	<u>753 Pistol Club Road</u> Easley, SC 29640	\$150,000	3 Bed 2 Bath 1,075 Sq. Ft. 1900 Year Built
6	<u>208 Midland Drive</u> Easley, SC 29640	\$250,000	3 Bed 2 Bath 1,333 Sq. Ft. 1996 Year Built
7	<u>112 Snipe Lane</u> Easley, SC 29642	\$205,000	3 Bed 0 Bath 1,352 Sq. Ft. 1981 Year Built
8	<u>110 Cherrylane Drive</u> Greenville, SC 29617	\$230,000	3 Bed 0 Bath 1,347 Sq. Ft. 1973 Year Built
9	<u>11 Brooks Avenue</u> Greenville, SC 29617	\$295,000	2 Bed 2 Bath 925 Sq. Ft. 1944 Year Built
10	718 N Fishtrap Road Easley, SC 29640	\$180,000	3 Bed 0 Bath 1,499 Sq. Ft. 1900 Year Built

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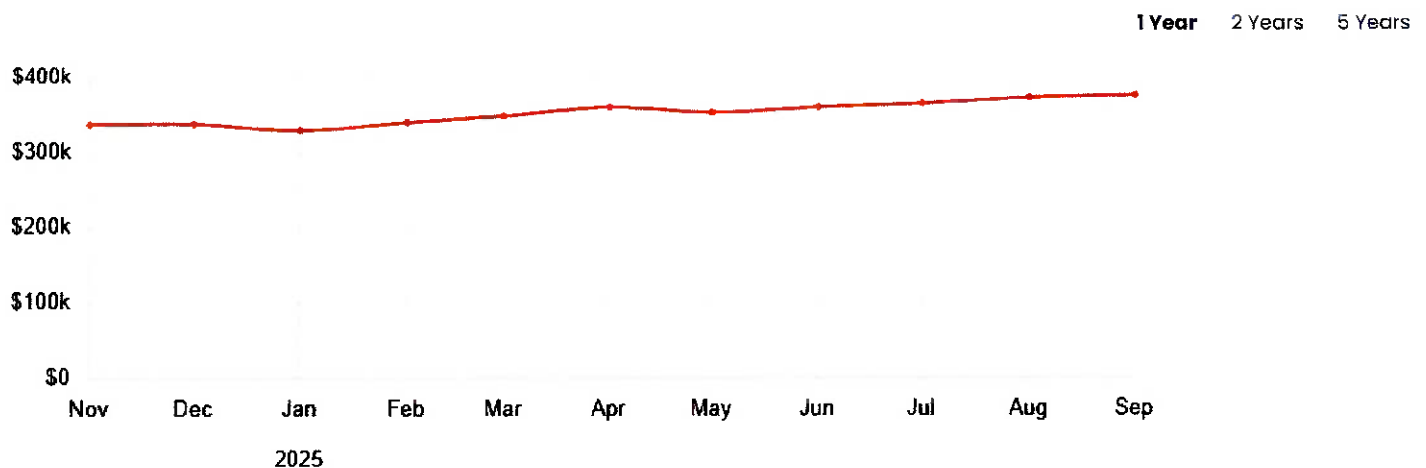
Market Trends

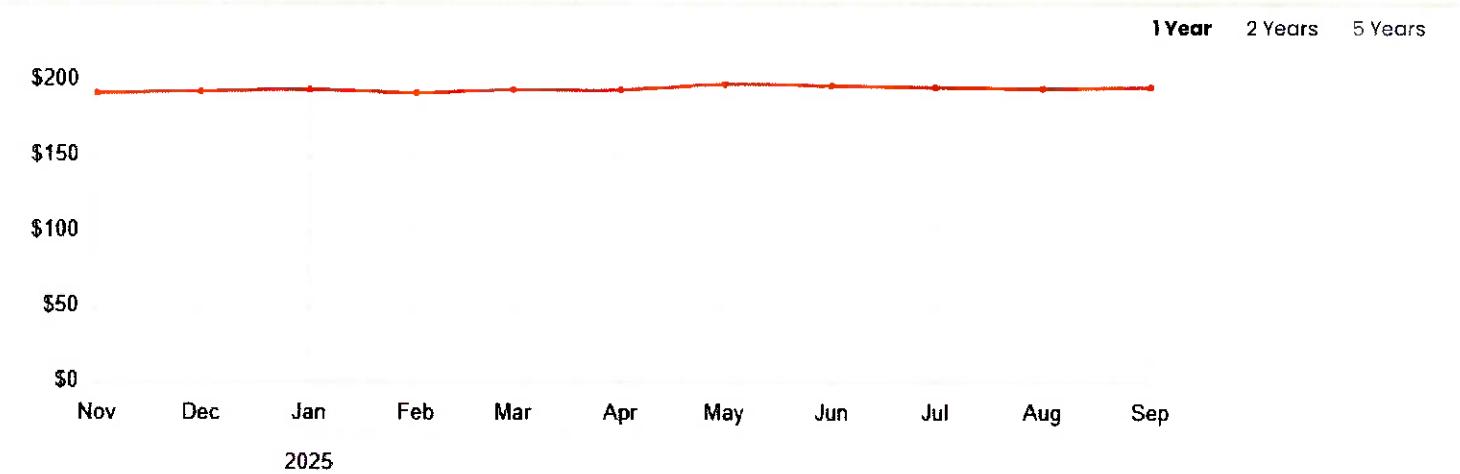
Greenville 29611

Median Sold Price

The median sold price is the middle price of all the properties that have actually been sold within a specific period. Using the median sold price can provide valuable insights into actual market transactions and buyer behavior.

Oct 2024	Sep 2025	Change
\$330,000	\$375,000	+13.6%

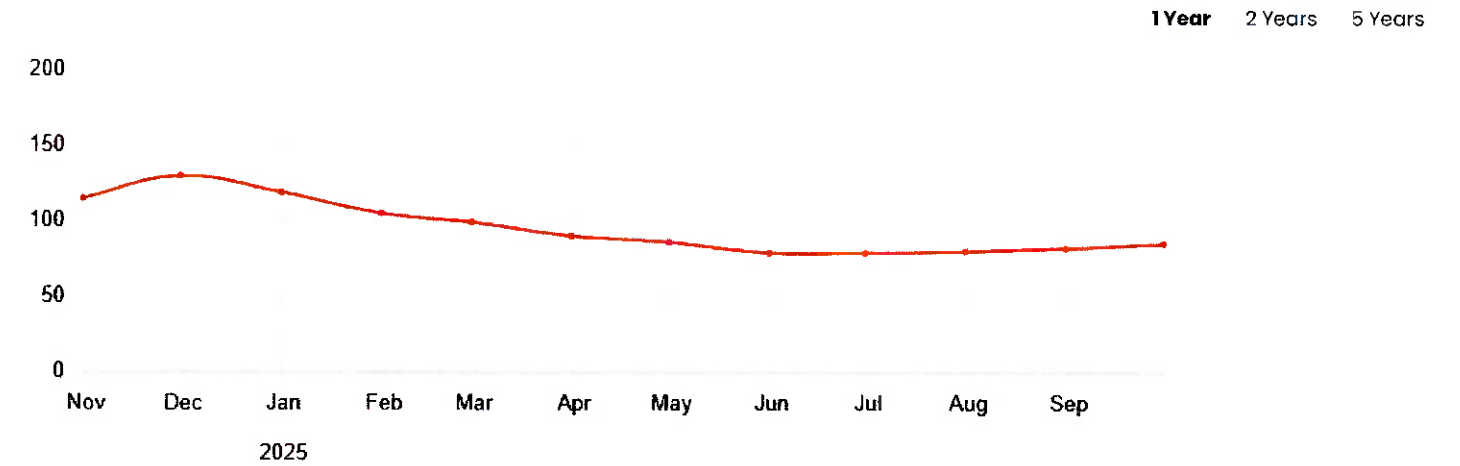




Average Days on Market

Average Days on Market represent the average number of days a property takes to sell. Using Average Days on Market can help provide insights into the speed at which properties are selling in a particular area or market.

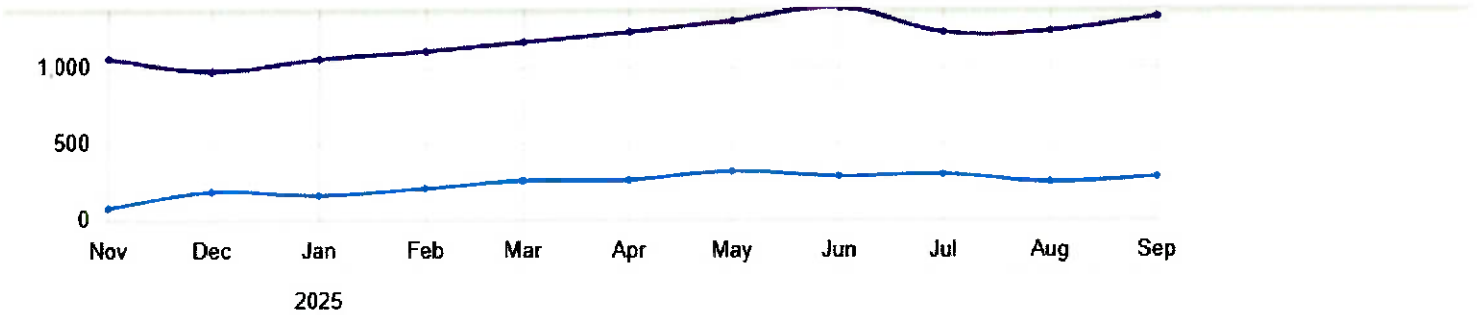
Oct 2024	Sep 2025	Change
116 Days	86 Days	-25.9%



Supply and Demand

The following chart shows the relationship between properties for sale (supply) and properties sold (demand) in the specified market, where available.

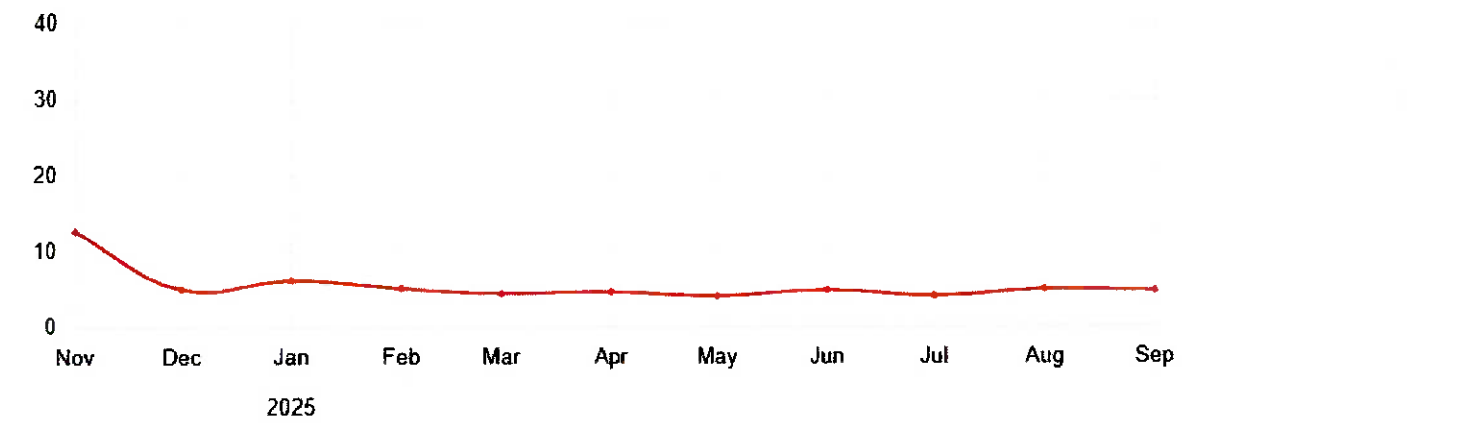
For Sale	Sold	1 Year2 Years5 Years
----------	------	----------------------



Months of Supply

This chart shows how many months it would take to sell the available inventory in the specified market. A higher Months of Supply generally indicates a buyer's market while a lower Months of Supply generally indicates a seller's market.

1 Year 2 Years 5 Years



Powered by Xome®

Area Statistics

People

	ZIP (29611)	City (Greenville)
Population	30,002	13,019
Population Density	1,297.1	1,904.2
People Per Household	2.5	2.6
Median Age	33.6	31.8
Median Household Income	\$40,130	\$35,540
Average Income	\$22,382	\$19,625

Economy

	ZIP (29611)	City (Greenville)
Unemployment	2.20%	2.20%
Recent Job Growth	3.06%	3.06%
Future Job Growth	45.74%	45.74%
Sales Tax	7.00%	7.00%
Income Tax	7.00%	7.00%
Cost of Living Index	82.5	82.7

Rainfall (Inches Annually)	51	51.8
Snowfall (Inches Annually)	2.5	2.4
January Avg. Low Temp	31	30.6
July Avg. High Temp	89.8	89.6
Days of Precipitation Annually	104	105
Days Mostly Sunny Annually	221	218
Comfort Index (During Hot Weather)	7	7

Source: Sperling's Best Places

Nearby Schools

Rating	School Name	Grades	Distance
7/10	Westcliffe Elementary School	PK, K-5	0.9 mi
2/10	Berea High School	9-12	1.5 mi
3/10	Berea Middle School	6-8	4.1 mi
NA	Abundant Life Christian School	K-12	2.7 mi
NA	Harbor Christian Academy	6-10, 12	3 mi
NA	St Anthony Of Padua Catholic School	K-6	3.6 mi
NA	Best Skills Academy	8	4.3 mi

Data provided by GreatSchools.org © 2025. All rights reserved.

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Enroll to receive a free, basic monthly report of this home's value.

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Whether you're buying, selling, or investing, this report offers valuable data to help you make informed decisions.

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	CASE NO.: 2024-CP-23-04910

Harbor Town Association, Inc.,	)
	)
Plaintiff,	)
	)
v.	)
	)
Rajiv Kumar Lakhaney, Deceased, et. al.,	)
	)
Defendants.	)

**AFFIDAVIT OF CLAY CUSTER,
MANAGING MEMBER OF ORIOLE
PROPERTIES, LLC**

1. I am the Managing Member of Oriole Properties, LLC ("Oriole Properties"). Our company is 50% owner of the property located at 36 Spinnaker Court ("Property"), Greenville SC.

2. When we purchased the Property at the auction in August 2025, I was aware that it had already been sold at a Greenville County tax sale due to delinquent taxes that had not been paid by the prior owner. I factored that into the price when I placed the bid at the auction. This information was public record, and although I cannot speak for other bidders, I assume all seasoned investors / bidders' factor in the delinquent taxes and redemption requirements as well when making their bids.

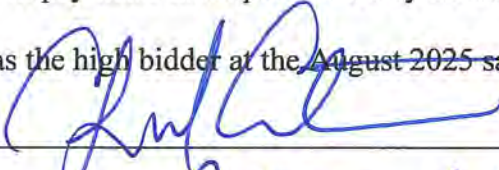
3. On November 14, 2025, Oriole Properties paid the redemption price of \$10,013.66 to the Greenville County Tax Collector. According to information provided by the Greenville County Tax Collector's Office, the high bid at the December 2024 tax sale for the Property was \$100,000.00, and the redemption amount was \$10,013.66. The payoff had to occur no later than December 17, 2025 (exactly one year after the prior year's tax sale). This amount was required to avoid losing title to the Property to the high bidder at the December 2024 tax

sale, which delinquency resulted from the prior owner's failure to pay the 2023 real property taxes. See attached Ex. A.

4. In addition, on November 14, 2025, Oriole Properties paid \$3,183.13 for the 2024 real property taxes on the Property. These taxes were due January 15, 2025, and had not been paid, so they were past due at the time of the August 2025 auction. This amount included the original tax of \$2,426.38 plus late fees. See attached Ex. B.

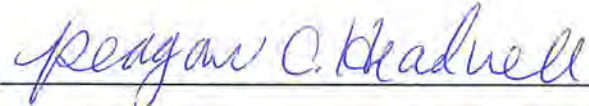
5. On November 14, 2025, Oriole Properties also paid \$2,745.95 for the 2025 real property taxes on the Property. Greenville County issued this tax bill several weeks ago. See attached Ex. C.

6. It is my understanding that county taxes must always be paid on any property purchased at a foreclosure sale, including any past-due taxes, and that invoices issued by the county are non-negotiable. Failure to make timely payments ultimately results in loss of the property. Accordingly, it was always our intent to pay these delinquent taxes by no later than December 17, 2025, when Oriole Properties was the high bidder at the August 2025 sale.


Printed Name: Clayton M Custer

SWORN TO AND SUBSCRIBED BEFORE ME

14 day of November, 2025.


Notary Public for the State of South Carolina
My commission expires: 08/08/2033





GREENVILLE COUNTY PAID TAX RECEIPT

Date: 11/14/2025

TAX YEAR	ACCOUNT NUMBER	Taxable Value	Ratio	Assessed Value
2023	2300014845177	107,580	6%	6,460
Property Type : REAL PROPERTY - 6% Map # : B002.04-01-036.00 Location/Acres : 36 SPINNAKER CT Lot/Track/Unit :		Total Assessed Value: 6,460 Tax District 308 Millage: .3775 Total Property Tax: \$2,438.65		
Owner : LAKHANEY RAJIV KUMAR 36 SPINNAKER CT GREENVILLE, SC 29611		Fees and Credits: Sanitation Fee: \$210.00 Stormwater Fee: \$22.80 First Late Penalty (3%): \$73.15 Second Late Penalty (7%): \$170.71 Third Late Penalty (5%): \$121.93 Late Processing Fee: \$60.00 Title Fee: \$180.00 Advertising Fee: \$40.00 Payment 12/19/2024: -\$3,317.24 Sub-Total: -\$2,438.65 Total Amount Due: \$.00		



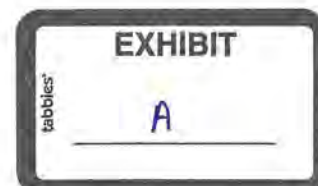
TOTAL AMOUNT PAID: \$3,317.24

DUPLICATE TAX RECEIPT

Greenville County Tax Collector
Taxes 3017.24
Cost 1000.00
Interest 10336.42
Total 16013.66
Tax Sale Redemption

Greenville County Tax Collector
Greenville County Tax Collectors Office
301 University Rdg, Suite S-1100
Greenville, SC 29601

ELECTRONICALLY FILED - 2025 Nov 14 2:02 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2304910
0039 77 TXR130RPC





GREENVILLE COUNTY PAID TAX RECEIPT

Date: 11/14/2025

TAX YEAR	ACCOUNT NUMBER	Taxable Value	Ratio	Assessed Value
2024	2400015175477	107,580	6%	6,460
Property Type : REAL PROPERTY - 6% Map # : B002.04-01-036.00 Location/Acres : 36 SPINNAKER CT Lot/Track/Unit : Owner : LAKHANEY RAJIV KUMAR 36 SPINNAKER CT GREENVILLE, SC 29611 Batch : 239156 Date Paid : 11/14/2025 Postmark : 11/14/2025 Transaction # : 912645 - 1 of 1 Cashier : 0043 Check Number 0003866 : \$3,183.13		Total Assessed Value: 6,460 Tax District 308 Millage: .3756 Total Property Tax: \$2,426.38 Fees and Credits: Sanitation Fee: \$210.00 Stormwater Fee: \$22.80 First Late Penalty (3%): \$72.79 Second Late Penalty (7%): \$169.84 Third Late Penalty (5%): \$121.32 Late Processing Fee: \$60.00 Title Fee: \$100.00 Payment 11/14/2025: -\$3,183.13 Sub-Total: -\$2,426.38 Total Amount Due: \$0.00		



TOTAL AMOUNT PAID: \$3,183.13

PAID TAX RECEIPT

Greenville County Tax Collector
Greenville County Tax Collectors Office
301 University Rdg, Suite S-1100
Greenville, SC 29601

0043 77 TXR130RPC

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2024

GREENVILLE COUNTY CONSOLIDATED TAX NOTICE

Date: 11/13/2025

Property Type : REAL PROPERTY - 6%
 Account (Bill) # : 2400015175477
 Map # : B002.04-01-036.00
 Location/Acres : 36 SPINNAKER CT
 Lot/Track/Unit :
 Name : LAKHANEY RAJIV KUMAR

Taxable Value	Ratio	Assessed Value
107,580	6%	6,460

Total Assessed Value: 6,460
Tax District 308 Millage: .3756
Total Property Tax: \$2,426.38
Fees and Credits:

Sanitation Fee:	\$210.00
Stormwater Fee:	\$22.80
First Late Penalty (3%):	\$72.79
Second Late Penalty (7%):	\$169.84
Third Late Penalty (5%):	\$121.32
Late Processing Fee:	\$60.00
Title Fee:	\$100.00

Sub-Total: \$756.75
Total Amount Due: \$3,183.13

LAKHANEY RAJIV KUMAR

36 SPINNAKER CT
 GREENVILLE, SC 29611

IMPORTANT INFORMATION

Your property is assessed at 6%. If this is your legal residence contact Real Property Services at 864-467-7300.

Sanitation Fee questions call 864-232-6721.

Stormwater Fee questions call 864-467-4650.

Payment Options

- Make checks payable to Greenville County Tax Collector
- No counter or starter checks
- Partial or incorrect payments not accepted
- Failed payments will incur a returned fee
- Appealed tax bill must still be paid by due date

MAIL: Postmark considered paid date.

PHONE: 1-844-257-6200

LOBBY KIOSK: available until 5pm.

ONLINE: by 5pm due date at

greenvillecounty.org/TaxCollector/OnlineTax.aspx

Payment Questions? call **TAX COLLECTOR** at 864-467-7050



Property Type : REAL PROPERTY - 6%
 Account (Bill) # : 2400015175477
 Map # : B002.04-01-036.00
 Location/Acres : 36 SPINNAKER CT
 Lot/Track/Unit :
 Name : LAKHANEY RAJIV KUMAR

TOTAL AMOUNT DUE : \$3,183.13

ALLOCATION OF TAX MONEY

Greenville School	55%	1,335.28
Berea Fire	22%	538.12
Greenville County	16%	360.48
Greater Greenville Sanitation	4%	96.25
Library	2%	51.68
Greenville Tech	1%	32.30
Art Museum	<1%	9.69
Arena Debt Service	<1%	2.58
Total Tax:		\$2,426.38
Total Fees & Credits:		\$756.75
Total Amount Due:		\$3,183.13

DETACH THIS PORTION AND SEND WITH PAYMENT
 Please allow 3 weeks for processing

Greenville County Tax Collectors Office
 301 University Rdg, Suite S-1100
 Greenville, SC 29601

0039 77 TXR130RP



GREENVILLE COUNTY PAID TAX RECEIPT

Date: 11/14/2025

TAX YEAR	ACCOUNT NUMBER	Taxable Value	Ratio	Assessed Value
2025	2500014921577	123,710	6%	7,420
Property Type : REAL PROPERTY - 6% Map # : B002.04-01-036.00 Location/Acres : 36 Lot/Track/Unit : Owner : LAKHANEY RAJIV KUMAR ORIOLE PROPERTIES LLC THOMAS A 320 SCENIC LAKE COURT PIEDMONT, SC 29673 Batch : 239156 Date Paid : 11/14/2025 Postmark : 11/14/2025 Transaction # : 912647 - 1 of 1 Cashier : 0043 Check Number 0003867 : \$2,745.95		Total Assessed Value: 7,420 Tax District 308 Millage: .3387 Total Property Tax: \$2,513.15 Fees and Credits: Sanitation Fee: \$210.00 Stormwater Fee: \$22.80 Payment 11/14/2025: -\$2,745.95 Sub-Total: -\$2,513.15 Total Amount Due: \$.00		



TOTAL AMOUNT PAID: \$2,745.95

PAID TAX RECEIPT

Greenville County Tax Collector
Greenville County Tax Collectors Office
301 University Rdg, Suite S-1100
Greenville, SC 29601

0043 77 TXR130RPC

ELECTRONICALLY FILED - 2025 Nov 14 2:02 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2304910



2025

GREENVILLE COUNTY CONSOLIDATED TAX NOTICE

Date: 11/13/2025

Property Type : REAL PROPERTY - 6%
 Account (Bill) # : 2500014921577
 Map # : B002.04-01-036.00
 Location/Acres : 36
 Lot/Track/Unit :
 Name : LAKHANEY RAJIV KUMAR

LAKHANEY RAJIV KUMAR
 ORIOLE PROPERTIES LLC THOMAS A
 320 SCENIC LAKE COURT
 PIEDMONT, SC 29673

Taxable Value	Ratio	Assessed Value
123,710	6%	7,420

Total Assessed Value: 7,420
 Tax District 308 Millage: .3387
 Total Property Tax: \$2,513.15
 Fees and Credits:
 Sanitation Fee: \$210.00
 Stormwater Fee: \$22.80
 Sub-Total: \$232.80
 Total Amount Due: \$2,745.95

IMPORTANT INFORMATION

Your property is assessed at 6%. If this is your legal residence contact Real Property Services at 864-467-7300.

Sanitation Fee questions call 864-232-6721.

Stormwater Fee questions call 864-467-4650.

Payment Options

- Make checks payable to Greenville County Tax Collector
- No counter or starter checks
- Partial or incorrect payments not accepted
- Failed payments will incur a returned fee
- Appealed tax bill must still be paid by due date

MAIL: Postmark considered paid date.

PHONE: 1-844-257-6200

LOBBY KIOSK: available until 5pm.

ONLINE: by 5pm due date at
greenvillecounty.org/TaxCollector/OnlineTax.aspx

Payment Questions? call **TAX COLLECTOR** at 864-467-7050



Property Type : REAL PROPERTY - 6%
 Account (Bill) # : 2500014921577
 Map # : B002.04-01-036.00
 Location/Acres : 36
 Lot/Track/Unit :
 Name : LAKHANEY RAJIV KUMAR

TOTAL AMOUNT DUE : \$2,745.95

After January 15, 2026 Pay \$2,821.34
 (Includes 3% Penalty)
 After February 02, 2026 Pay \$2,997.26
 (Includes 10% Penalty)
 After March 16, 2026 Pay \$3,162.92
 (Includes 15% Penalty + \$40.00 Processing Fee)

After January 15, 2026 Pay \$2,821.34
 (Includes 3% Penalty)
 After February 02, 2026 Pay \$2,997.26
 (Includes 10% Penalty)
 After March 16, 2026 Pay \$3,162.92
 (Includes 15% Penalty + \$40.00 Processing Fee)

ALLOCATION OF TAX MONEY

Greenville Schools	56%	1,407.57
Berea Fire	21%	538.69
Greenville County	15%	353.93
Greater Greenville Sanitation	5%	118.72
Library	2%	49.71
Greenville Tech	1%	32.65
Art Museum	<1%	9.65
Arena Debt Service	<1%	2.23
Total Tax:		\$2,513.15
Total Fees & Credits:		\$232.80
Total Amount Due:		\$2,745.95

DETACH THIS PORTION AND SEND WITH PAYMENT
 Please allow 3 weeks for processing

Greenville County Tax Collectors Office
 301 University Rdg, Suite S-1100
 Greenville, SC 29601

0039 77 TXR130RP