

From the Desk of: Joshua-William: Ovalle, BENE

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM LANCASTER COUNTY
Court of Common Pleas

William C. Tindal, Special Referee

Appellate Case No. **2025-002111**
Common Pleas No. **2025-CP-29-00797**

RECEIVED

Oct 07 2026

SC Court of Appeals

BOKF, N.A., Respondent

v.

Joshua Ovalle, Appellant

APPELLANT'S RECORD ON APPEAL

Chad Burgess, Attorney
3800 Fernandina Road, Suite 110
Columbia, SC 29210
(803) 454-3540
Attorney for Respondent

Joshua-William: Ovalle, *In Propria Persona, Sui Juris*
c/o: 8866 Ross Hill Road
Fort Mill, SC 29707
as Implied Surety/Heir/Beneficiary of
JOSHUA WILLIAM OVALLE, Principal Debtor
All Rights Reserved, Without Prejudice

"Equity looks to the Intent rather than to the Form"

INDEX

SECTION 3 – ORDERS AND JUDGEMENTS

Order of Reference – July 08, 2025	4-5
Special Referee Order and Judgment of Foreclosure and Sale – September 17, 2025	6-16
Order Imposing Appeal Bond and Approving Stay – January 05, 2026	17-22

SECTION 4 – PLEADINGS

Summons and Notices/Complaint – June 23, 2025	23-30
--	-------

SECTION 5 – TRANSCRIPT

Transcript of Foreclosure Hearing – September 02, 2025	31-62
---	-------

SECTION 6 – EXHIBITS

APPELLANT'S EXHIBITS

1. Birth Certificate	63-64
2. Notice of Priority Interest / Notice of Equitable Subrogation & Substitution / Notice of Appointment	65-71
3. Second Notice / Opportunity to Cure	72-74
4. Notice of Default	75-78
5. Notice of Intent and Instruction / Notice of Cease and Desist for Trespassing	79-94

6. Plea in Abatement, Notice of Liability and Praecipe 95-107

7. Notice of Special Visitation, Notice of Equitable Subrogation and Substitution 108-114

RESPONDENT'S EXHIBITS

Note 115-117

Allonge to Note 118

Mortgage 119-127

Manufactured Home Rider to the Mortgage / Deed of Trust / Trust Indenture or Other Security Instrument 128-129

Manufactured Home Affidavit of Affixation 130-135

Manufactured Home Affidavit for Retirement of Title Certificate 136-138

Assignment of Mortgage 139

SECTION 7 – OTHER MATERIALS / DOCUMENTS

Affidavit of Service – July 01, 2025 140

Notice of Final Hearing – August 12, 2025 141-142

Affidavit of Default – August 13, 2025 143

Notice of Sale – September 17, 2025 144-145

Notice of Appeal / Trial De Novo – October 16, 2025 146-149

Notice of Sale – November 12, 2025 150-151

Letter to the Court Clerk / Emergency Petition in Equity for Stay and/or Injunction of Property Pending Appeal / Petition in Equity 152-165

for Approval of Supersedeas Security /
Supersedeas Security / Proposed Order
Approving Supersedeas Security and Staying
Foreclosure Sale / Notice of Filing
Supersedeas Security – November 26, 2025

Notice of Hearing – December 01, 2025 166-167

Notice of Sale – January 05, 2026 168-169

Notice of Sale – February 11, 2026 170-171

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

BOKF, N.A.,
Plaintiff,

vs.

Joshua Ovalle,
Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2025-CP-29-00797

ORDER OF REFERENCE
(Action for Foreclosure)

Upon motion of the undersigned attorney for Plaintiff, it appears that this case is a foreclosure action; and pursuant to Rule 53(b) South Carolina Rules of Civil Procedure, that this is a proper matter to refer to The Honorable William C. Tindal as Special Referee for Lancaster County.

Now therefore, IT IS ORDERED that the above entitled cause be is hereby, referred to The Honorable William C. Tindal as Special Referee for Lancaster County for a final foreclosure hearing to be held, wherein the Special Referee will make appropriate findings of fact and conclusions of law with authority to dispose of any and all issues and enter a final judgment in the cause, without further order of court, to order a judicial sale on any day, not just a regular judicial sales day and to hear any issues and make any orders after sale or judgment, including but not limited to, issues involving surplus funds pursuant to Rule 71(c) SCRPC, Petitions or Motions relating to Writ of Assistance or any other actions as to possession removal of property, and issues pursuant to appraisal proceedings under S.C. Code Ann. Section 29-3-680, et seq. (1976, as amended).

Any appeal from the final judgment in this cause shall be to the South Carolina Court of Appeals.

WE SO MOVE:

/s/Brook Dangerfield
SC Bar No. 77912
Attorney for the Plaintiff
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone: (803) 454-3540
Fax: (803) 454-3541
Brook.Dangerfield@brockandscott.com
Date: _____

Clerk of Court

Lancaster, South Carolina



Lancaster Common Pleas

Case Caption: Bokf Na VS Joshua Ovalle
Case Number: 2025CP2900797
Type: Order/Referred to Master or Special Referee

So Ordered

s/Mike Watkins, Lancaster County Clerk of Court

Electronically signed on 2025-07-08 14:04:26 page 2 of 2

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

BOKF, N.A.,

Plaintiff,

v.

Joshua Ovalle,

Defendant(s)

IN THE COURT OF COMMON PLEAS

CASE NO.: 2025-CP-29-00797

**SPECIAL REFEREE'S ORDER AND JUDGMENT OF
FORECLOSURE AND SALE****DEFICIENCY WAIVED**

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

Pursuant to the said reference, a hearing was held on September 2, 2025, a record was made which is reported herewith, and from the testimony and evidence I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on June 23, 2025.
2. The Summons and Complaint were filed on June 23, 2025.
3. Service was made upon the Defendant as shown by the proofs of service filed herein.
4. The Defendant Joshua Ovalle is in default as shown by Affidavit filed herein.
5. According to an Affidavit filed herein, no Defendant in default is in the military service of the United States of America, as contemplated under the Servicemembers' Civil Relief Act fka Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.
6. The Defendant was notified of the time, date and place of hearing in this matter.



7. For value received, Joshua Ovalle made, executed and delivered a note, dated December 29, 2020, promising thereby to pay to the order of Thrive Mortgage, LLC the sum of \$261,250.00 with interest at the rate of 2.25% per annum (hereinafter "Note"). Other terms and conditions are stated in the note, which is of record herein.

8. To better secure the payment of the Note described above, the said Joshua Ovalle made, executed and delivered a mortgage to Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Thrive Mortgage, LLC, in writing, dated December 29, 2020, covering real property in Lancaster County, which is the same as that described in the Complaint. The Mortgage was recorded on December 30, 2020, and is of record in the Lancaster County Registry in Book 4248 at page 253.

9. This mortgage constitutes a valid purchase money, first lien on the subject property.

10. Thereafter, the Mortgage was assigned to BOKF, NA by assignment recorded on June 17, 2025 in Book 5362 at Page 283.

11. Also included as collateral for the subject loan transaction was a Horton 1997 mobile/manufactured home containing serial number "H135604GLR" (hereinafter "Manufactured Home"). Said Manufactured Home has been permanently affixed to the Property as indicated by the Manufactured Home/Intent to Affix Affidavit as recorded in Book 746, at Page 194 in the Lancaster County Registry. Furthermore, the title to said Manufactured Home has been properly de-titled or cancelled to real estate in the records and database of the South Carolina Department of Motor Vehicles (hereafter "DMV"). This information was obtained by a search of the county land records and DMV records and database. Therefore, pursuant to Chapter 19, Article 4 Retirement of Title Certificate to Manufactured Homes, S.C. Code Ann. § 56-19-500, et seq. the Manufactured Home is considered permanently affixed to the Property.

B
JMR
WNA

12. The titleholder of record of the Property as of the filing of the Lis Pendens in this action was Joshua Ovalle.

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

14. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents, performing the title search, preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$2,695.00 is a reasonable attorney's fee for the Plaintiff's attorney for services performed up to this point in time under the terms of the note and mortgage. Performance of additional services may result in a determination by this court that additional reasonable attorney's fees are due.

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

Principal Due as of Today's Date:	09/02/2025		\$237,002.22
Accrued Interest From:	08/01/2024	to: 09/02/2025	\$ 5,791.55
Accruing at:	2.25% per annum		
Late Charges:			\$ 138.00
Escrow Advances:			\$ 754.95
Property Inspections:			\$ 270.00
NSF Fee:			\$ 30.00
Costs of Collection Prior to Hearing:			\$ 817.75
Attorney's Fees:			\$ 2,695.00

16. Total Debt secured by Note and Mortgage, is \$247,499.47. Interest shall be added to the total debt at the rate stated above until the date a judicial sale is conducted herein.

[Handwritten signature]

Additional interest accrual after the date of such judicial sale will be governed by terms set forth herein below.

17. The Plaintiff is seeking foreclosure of its mortgage and has, in the Complaint or subsequently thereto in writing, expressly Waived the right to a personal or deficiency Judgment pursuant to Rule 71(b), SCRCP.

CONCLUSIONS OF LAW: I, therefore, conclude as follows:

1. The Plaintiff is entitled to judgment as to all causes of action, including foreclosure of its Mortgage.
2. The Property should be ordered sold at public auction after due advertisement.
3. That there is due to the Plaintiff on its Note and Mortgage the sum of \$247,499.47, representing the Total Debt due to the Plaintiff as outlined above.
4. That the amount due in the preceding paragraph (the "Total Debt") and later accrued interest and costs shall constitute the total judgment debt due to the Plaintiff and shall bear interest as previously set forth at the rate of 2.25% per annum.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. That the Defendant(s) liable for the aforesaid Mortgage debt shall, prior to the date and time of the sale of the Property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Plaintiff's debt to include continuing accruing interest as aforesaid, together with the costs and disbursements of this action.
2. That on default of payment prior to the date and time of the sale, the Property, hereinafter described, shall be sold by the undersigned Special Referee at public auction, at the Lancaster County Courthouse, Jury Assembly Room, City of Lancaster, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:

B
4
NT

- A. FOR CASH: The undersigned Special Referee shall require a deposit of 5% on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within thirty (30) days the same to be forfeited and first applied to the costs incurred by the Plaintiff related to the sale and the balance then applied to the Plaintiff's debt in a manner suitable to the Plaintiff.
- B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 2.25% per annum.
- C. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.
- D. Purchaser to pay for the deed and the cost of recording the deed.
3. If the Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, the Plaintiff may pay to the undersigned Special Referee only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiff's indebtedness.
4. No personal or deficiency judgment being demanded, the bidding shall not remain open after the date of sale and shall be final on that date, and compliance with the bid may be made immediately.
5. That the undersigned Special Referee will, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and that he/she will execute to the purchaser, or purchasers, a deed to the Property sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. If such sale is made to anyone other than the Plaintiff or its assignee, should the successful bidder, or his/her

[Handwritten signature]

assignee, fail to comply with the terms thereof within thirty (30) days after the date of sale, then the undersigned Special Referee or the Plaintiff may re-advertise the Property for sale on the next, or some other subsequent, sales day, according to the same terms set forth herein, and so on from time to time thereafter until a full compliance shall be secured.

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

7. That the undersigned Special Referee shall apply the proceeds of the sale as follows:

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

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

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

8. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein, and all persons whomsoever claiming under him, them or it, be forever barred and foreclosed of all right, title, interest, lien, and equity of redemption in the said mortgaged premises so sold, or any part thereof, to include the manufactured/mobile home.
9. That it is further ORDERED ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant, who was the title holder of the mortgaged property at the time

[Handwritten signature]

of the filing of the Lis Pendens, and the Grantee; and that the Lancaster County Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

10. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Lancaster County may be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.
11. That it is further ORDERED ADJUDGED AND DECREED that after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Special Referee shall direct the Register of Deeds to release of record the lien(s) being foreclosed, which lien(s) are described in the Findings of Fact herein above.
12. That it is further ORDERED ADJUDGED AND DECREED that the following is a description of the Property herein ordered to be sold:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND LYING, BEING AND SITUATE IN THE STATE OF SOUTH CAROLINA, COUNTY OF LANCASTER, BEING DESIGNATED AS LOT 2, CONTAINING 1.642 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF PROPERTY OF M.R. ROSS BY J.C. CRUMPLER DATED SEPTEMBER 9, 1996, AND RECORDED AS PLAT #96-234 IN THE OFFICE OF THE CLERK OF COURT FOR LANCASTER COUNTY, SOUTH CAROLINA, TO WHICH PLAT REFERENCE IS MADE FOR A MORE PARTICULAR DESCRIPTION AS TO METES AND BOUNDS.

THIS BEING THE SAME PROPERTY CONVEYED TO JOSHUA OVALLE BY DEED OF NANCY R. HARRELL, TRUSTEE OF THE

Handwritten signature/initials

NANCY R. HARRELL REVOCABLE LIVING TRUST, DATED
DECEMBER 29, 2020, AND RECORDED DECEMBER 30, 2020, IN BOOK
1395 AT PAGE 210 IN THE OFFICE OF THE REGISTER OF DEEDS
FOR LANCASTER COUNTY, SOUTH CAROLINA.

CURRENT ADDRESS OF PROPERTY: 8866 Ross Hill Road, Fort Mill, SC 29707

TMS: 0011-00-015.00

AND IT IS SO ORDERED.


The Honorable William C. Tindal
Special Referee for Lancaster County

Date: September 12, 2025
Lancaster, South Carolina



FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2025-CP-29-00797

BOKF, N.A.
PLAINTIFF(S)

Joshua Ovalle
DEFENDANT(S)

Submitted by:
Brock & Scott, PLLC
Westpark Center
3800 Fernandina Road, Suite 110
Columbia, SC 29210

Attorney for : ☒ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

ORDER INFORMATION

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

INFORMATION FOR THE JUDGMENT INDEX

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

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

If applicable, describe the property, including tax map information and address, referenced in the order:

All that certain piece, parcel or lot of land lying, being and situate in the State of South Carolina, County of Lancaster, being designated as Lot 2, containing 1.642 acres, more or less, as shown on a Plat of Property of M.R. Ross by J.C. Crumpler dated September 9, 1996, and recorded as Plat #96-234 in the Office of the Clerk of Court for Lancaster County, South Carolina, to which plat reference is made for a more particular description as to metes and bounds.

This being the same property conveyed to Joshua Ovalle by deed of Nancy R. Harrell, Trustee of the Nancy R. Harrell Revocable Living Trust, dated December 29, 2020, and recorded December 30, 2020, in Book 1395 at Page 210 in the Office of the Register of Deeds for Lancaster County, South Carolina.

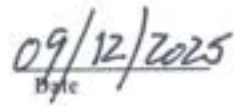
File reference: 25-07703

CID1258961

DID200351

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





Special Referee

Judge Code

For Clerk of Court Office Use Only

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

Brock & Scott, PLLC
Westpark Center
3800 Fernandina Road, Suite 110
Columbia, SC 29210

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

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

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Lancaster Common Pleas

Case Caption: Bokf Na VS Joshua Ovalle
Case Number: 2025CP2900797
Type: Special Referee/Order/Form 4

So Ordered

s/Mike Watkins, Lancaster County Clerk of Court

Electronically signed on 2025-09-17 09:38:52 page 11 of 11

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

BOKF, N.A.,

Plaintiff,

vs.

Joshua Ovalle,

Defendant.

IN THE COURT OF COMMON PLEAS

C/A NO.: 2025-CP-29-00797

**ORDER IMPOSING APPEAL BOND AND
APPROVING STAY**

This matter came before the Court on December 15, 2025, on Defendant's Motion for Stay of proceedings and to Set Amount of an Appeal Bond ("Motion"). Present at the hearing were: Plaintiff's attorney Chad W. Burgess and Defendant Joshua Ovalle, a self-represented litigant. After careful review of the pleadings and subsequent filings made in this action, any memoranda, arguments, and testimony presented by the parties, the applicable rules of civil procedure and case law concerning those rules, I find and conclude that a bond should be set in the amount of \$50,00.00 with Defendant Joshua Ovalle being required to post said bond with two sureties in order to impose a stay pending the appeal. Absent the posting of a bond, the matter will be sold at foreclosure sale on February 2, 2026 as is more fully discussed below.

PROCEDEURAL HISTORY

This is a residential mortgage foreclosure action regarding property located in Lancaster County, South Carolina. The Plaintiff's action was filed on June 23, 2025. The matter was referred to the undersigned by an Order of Reference filed July 8, 2025. An Order of Foreclosure in favor of the Plaintiff was entered on September 17, 2025. Defendant appealed the foreclosure judgment on October 13, 2025. Defendant has requested a stay of the foreclosure sale.

JURISDICTION

Pursuant to Rule 241, SCACR, this Court retains jurisdiction after the filing of an appeal to consider whether a supersedeas bond is necessary to preserve jurisdiction of the appeal and has the full discretion to establish the conditions of any supersedeas bond that is imposed upon the appellant.

LEGAL STANARD

Rule 241, SCACR establishes that the filing of a notice of appeal in foreclosure case does not automatically stay the relief ordered in the form of a judicial sale. A party that wishes to stay the foreclosure sale must move for an order imposing a supersedeas of matters decided in the order on appeal after service of the notice of appeal. SCACR, Rule 241(c)(1). In determining whether an order imposing supersedeas should be issued, the court should consider "whether such an order is necessary to preserve jurisdiction of the appeal or to prevent a contested issue from becoming moot." SCACR, Rule 241(c)(2). In the event a court issues an order imposing supersedeas, the order may be conditioned upon such terms, "including but not limited to the filing of a bond or undertaking," as the Court may deem appropriate. SCACR, Rule 41(c)(3). S.C. Code Ann. §18-9-170 explicitly outlines the bond or undertaking required to obtain a stay of a judgment directing the sale of land to satisfy a mortgage. *Muckenfuss v. Fishburne*, 68 S.C. 41, 46 S.E. 537, 538 (1903). This Section states that an execution of a judgment directing the sale of real property shall not be stayed unless the following requirements are met:

a written undertaking be executed on the part of the appellant, with two sureties, to the effect that during the possession of such property by the appellant he will not commit or suffer to be committed any waste thereon and that if the judgment be affirmed he will pay the value of the use and occupation of the property from the time of the execution of the undertaking until the delivery of possession thereof pursuant to the judgment, not exceeding a sum to be fixed by a judge of the court by which judgment was rendered. S.C. Code Ann §18-9-170.

This section goes on to establish specific additional criteria in the event the judgment directs the sale of land to satisfy a mortgage on the property:

the undertaking shall provide that in case the judgment appealed from be affirmed and the land be finally sold for less than the judgment debt and costs then the appellant shall pay for any waste committed or suffered to be committed on the land and shall pay a reasonable rental value for the use and occupation of the land

from the time of the execution of the undertaking to the time of the sale, but not exceeding the amount of such deficiency which sum shall be duly entered as a payment on the judgment. *Id.*

These requirements can be summarized as follows:

- a. Written undertaking with two sureties;
- b. Written undertaking to address the following potential damages to respondent:
 - i. Any waste to the property during the pendency of the appeal; and
 - ii. Value of use and ownership of property, including rental value during the pendency of the appeal.

Thus, in order to stay the judicial sale, a Defendant must comply with the requirements of both Rule 241, SCAR and S.C. Code Ann. §18-9-170 regarding posting an undertaking prior to the date of the foreclosure sale.

ANALYSIS

Rule 241(C)(2), SCACR states that a judge should only issue an order imposing supersedeas when such order is "necessary to preserve jurisdiction of the appeal or to prevent a contested issue from becoming moot." Here, it is clear the imposition of a supersedeas bond on Defendant is necessary to preserve the jurisdiction of Defendant's appeal. Thus, the court must now determine the requirements of the supersedeas.

In addition to the South Carolina case law and the requirements of §18-9-170, Rule 241(c)(3), SCACR grants the court discretion to determine the conditions of the supersedeas. Therefore, this Court rules that the following conditions are necessary terms of the supersedeas bond:

1. TIME IS OF THE ESSENCE for all obligations placed on Defendant outlined in this order. Defendant's failure to timely comply with any requirement herein shall immediately render the supersedeas lifted, and Plaintiff may proceed to sell the subject property at the next available judicial sales date in Lancaster County.
2. Terms and Amount of Supersedeas Bond Pursuant to S.C. Code Ann. §18-9-170. In addition to the requirements outlined above, S.C. Code Ann. §18-9-170 establishes that a monetary bond may be required to stay the execution of a judgment directing the sale of real property and outlines the requirements for calculating the amount of the bond. First, this section establishes that the bond must be a written execution with two sureties. S.C. Code Ann. §18-9-170. Second, the bond must provide that

during the time the appellants continue to possess the property they will not commit or suffer to be committed any waste to the property and if the judgment is affirmed they will pay the value of the use and occupation of the property from the time of the undertaking until the delivery of possession pursuant to the judgment. *Id.* Finally, the bond must provide that in the event the judgment is affirmed and the property is sold for less than the judgment debt and costs, appellant shall pay for any waste committed or suffered to be committed on the land plus a reasonable rental value for the use and occupation of the land from the time of the undertaking until the time of the foreclosure sale. *Id.*

3. Right to Inspect. According to the terms of the mortgage and also according to Rule 34, Plaintiff shall have the right to immediately and thoroughly inspect the entire premises in order to establish a baseline for the occurrence of any future waste. Plaintiff shall maintain their right to inspect throughout the appeal process.
4. Defendant shall enter into an undertaking in the amount of \$50,000.00 payable to Plaintiff in the event Plaintiff's judgment is affirmed on appeal ("Bond"). Upon remittitur and after the judicial sale of the Subject Property, if a deficiency exists the obligor under the Bond shall pay over to Plaintiff the proceeds of the Bond in cash, but only up to the amount of any deficiency entered for the failure of the sale proceeds to cover the full judgment debt.
5. This Bond must be secured by two sureties, which are surety companies authorized to do business in the State of South Carolina. *See* S.C. Code Ann. §38-1-20(13), (22), (25), & (37). This court will not accept sureties signed by the Defendant in this action.
6. In the event Plaintiff's judgment is reversed on appeal, the Bond shall be restored, and all obligations of the sureties shall be cancelled.
7. Timing – The Bond must be fully obtained and posted with the Lancaster County Clerk of Court by **5:00 PM on January 30, 2026. Absent said bond being fully obtained, the foreclosure sale will be conducted on February 2, 2026.**
8. Any failure by Defendant, no matter how slight, to fully and completely comply with each and every provision in this order will have "drop dead" consequences. Failure to timely comply with any terms of the Bond as outlined above will result in Defendant being deemed to have waived their right to the stay of the February 2, 2026 judicial sale. Furthermore, any failure to timely comply shall immediately render the stay lifted, and Plaintiff shall proceed to sell the Subject Property at the February 2, 2026 judicial sale or any available judicial sales date in Lancaster County thereafter.

IT IS THEREFORE ORDERED:

1. That the judicial sale of the Subject Property will be stayed upon Defendant's compliance with the following terms:
 - A. TIME IS OF THE ESSENCE for all obligations placed on Defendant outlined in this order. Defendant's failure to timely comply with any requirement herein shall immediately render the supersedeas lifted, and Plaintiff may proceed to sell the subject property at the next available judicial sales date in Lancaster County.
 - B. Terms and Amount of Supersedeas Bond Pursuant to S.C. Code Ann. §18-9-170. In addition to the requirements outlined above, S.C. Code Ann. §18-9-170 establishes that a monetary bond may be required to stay the execution of a judgment directing the sale of real property and outlines the requirements for calculating the amount of the bond. First, this section establishes that the bond must be a written execution with two sureties. S.C. Code Ann. §18-9-170. Second, the bond must provide that during the time the appellants continue to possess the property they will not commit or suffer to be committed any waste to the property and if the judgment is affirmed they will pay the value of the use and occupation of the property from the time of the undertaking until the delivery of possession pursuant to the judgment. *Id.* Finally, the bond must provide that in the event the judgment is affirmed and the property is sold for less than the judgment debt and costs, appellant shall pay for any waste committed or suffered to be committed on the land plus a reasonable rental value for the use and occupation of the land from the time of the undertaking until the time of the foreclosure sale. *Id.*
 - C. Right to Inspect. According to the terms of the mortgage and also according to Rule 34, Plaintiff shall have the right to immediately and thoroughly inspect the entire premises in order to establish a baseline for the occurrence of any future waste. Plaintiff shall maintain their right to inspect throughout the appeal process.
 - D. Defendant shall enter into an undertaking in the amount of \$50,000.00 payable to Plaintiff in the event Plaintiff's judgment is affirmed on appeal ("Bond"). Upon remittitur and after the judicial sale of the Subject Property, if a deficiency exists the obligor under the Bond shall pay over to Plaintiff the proceeds of the Bond in cash, but only up to the amount of any deficiency entered for the failure of the sale proceeds to cover the full judgment debt.
 - E. This Bond must be secured by two sureties, which are surety companies authorized to do business in the State of South Carolina. See S.C. Code Ann. §38-1-20(13), (22), (25), & (37). This court will not accept sureties signed by the Defendant in this action.
 - F. In the event Plaintiff's judgment is reversed on appeal, the Bond shall be restored, and all obligations of the sureties shall be cancelled.

- G. Timing – The Bond must be fully obtained and posted with the Lancaster County Clerk of Court **by 5:00 PM on January 30, 2026. Absent said bond being fully obtained, the foreclosure sale will be conducted on February 2, 2026.**
- H. Any failure by Defendant, no matter how slight, to fully and completely comply with each and every provision in this order will have “drop dead” consequences. Failure to timely comply with any terms of the Bond as outlined above will result in Defendant being deemed to have waived their right to the stay of the February 2, 2026 judicial sale. Furthermore, any failure to timely comply shall immediately render the stay lifted, and Plaintiff shall proceed to sell the Subject Property at the February 2, 2026 judicial sale or any available judicial sales date in Lancaster County thereafter.

IT IS SO ORDERED.


The Honorable William C. Tindal,
Special Referee for Lancaster County

Dated: January 5, 2026
Lancaster, South Carolina



STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

BOKF, N.A.,

Plaintiff,

vs.

Joshua Ovalle,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: _____

SUMMONS AND NOTICES

(Non-Jury)

FORECLOSURE
OF REAL ESTATE
MORTGAGE

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers at their offices at 3800 Fernandina Road, Suite 110, Columbia, SC 29210, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint. If the United States of America is a named defendant in this case, it shall have sixty (60) days to answer after the service hereof, exclusive of the date of such service. If it fails to do so, judgment by default will be rendered against it for the relief demanded in the Complaint.

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

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

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an Order of Reference or the Court may issue a general Order of Reference of this action to a Master-in-Equity/Special Referee, pursuant to Rule 53 of the *South Carolina Rules of Civil Procedure*.

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

s/Kevin T. Brown
SC Bar No. 064236
Attorney for the Plaintiff
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone: (803) 454-3540
Fax: (803) 454-3541
Kevin.Brown@brockandscott.com

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

IN THE COURT OF COMMON PLEAS

C/A NO.: _____

BOKF, N.A.,

COMPLAINT

Plaintiff,

(Non-Jury)

vs.

**FORECLOSURE
OF REAL ESTATE
MORTGAGE**

Joshua Ovalle,

Defendant(s).

(Deficiency Judgment Waived)

The Plaintiff above-named, complaining of the Defendant(s) herein, alleges that:

1. Plaintiff, BOKF, N.A., is a business entity duly authorized to conduct business in the State of South Carolina.
2. Upon information and belief, the Defendant(s), Joshua Ovalle, may claim some interest in the real estate that is the subject of this action and this Court has proper jurisdiction over said Defendants.
3. The real property hereinafter described, which is the subject of this action, is situated and located in the County of Lancaster, State of South Carolina, and this Court has proper jurisdiction over the subject matter and the parties of this action.
4. Heretofore, Joshua Ovalle (hereinafter, "Borrower(s)") made, executed, and delivered to Thrive Mortgage, LLC (hereinafter, "Lender") a certain Fixed Rate Note dated December 29, 2020, in writing (hereinafter, "Note"), wherein and whereby Borrower promised to pay to Lender the principal sum of \$261,250.00, together with interest at the rate of 2.25% per annum on the unpaid balance; said principal and interest being payable in monthly installments

thereafter until the said Note is fully paid.

5. In order to secure the payment of said Note, the said Joshua Ovalle (hereinafter, "Mortgagor(s)"), did make, execute, and deliver to Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Thrive Mortgage, LLC, its successors and assigns, a certain mortgage dated December 29, 2020 (hereinafter, "Mortgage") securing the below described real property, including any and all improvements to the property, located in the County and State aforesaid (hereinafter, "Property"):

All that certain piece, parcel or lot of land lying, being and situate in the State of South Carolina, County of Lancaster, being designated as Lot 2, containing 1.642 acres, more or less, as shown on a Plat of Property of M.R. Ross by J.C. Crumpler dated September 9, 1996, and recorded as Plat #96-234 in the Office of the Clerk of Court for Lancaster County, South Carolina, to which plat reference is made for a more particular description as to metes and bounds.

This being the same property conveyed to Joshua Ovalle by deed of Nancy R. Harrell, Trustee of the Nancy R. Harrell Revocable Living Trust, dated December 29, 2020, and recorded December 30, 2020, in Book 1395 at Page 210 in the Office of the Register of Deeds for Lancaster County, South Carolina.

Parcel Number: 0011-00-015.00

Property Address: 8866 Ross Hill Road, Fort Mill, SC 29707

6. Said Mortgage was recorded on December 30, 2020 in Book 4248 at Page 253, in the Lancaster County Registry.

7. Thereafter, the Mortgage was assigned to BOKF, NA by assignment recorded on June 17, 2025 in Book 5362 at Page 283.

8. The Mortgage evidences and secures the repayment of money advanced by the Lender to, or on behalf of, the Mortgagor(s) and constitutes a valid purchase money, first lien on the Property.

9. Any notice required by the terms of the Mortgage or by State or Federal law has been given to the applicable defendant(s) prior to the commencement of this action.

10. The Plaintiff herein is entitled to enforce said Note and has the right to foreclose by virtue of the Plaintiff's status as holder of the instrument, a nonholder in possession of the instrument who has the rights of a holder, or person not in possession of the instrument who is entitled to enforce the instrument pursuant to S.C. Code Ann. §§ 36-3-309 or 36-3-418(d) (2008).

11. In and by the terms of said Note and the Mortgage securing the same, it is provided, among other things, that on failure to pay any installment of either principal or interest or any portion thereof when due, or if any of the conditions and requirements in the Mortgage securing the same not be complied with, then the whole principal sum and accrued interest shall at the option of the legal holder thereof become at once due and payable without notice, and collectible by foreclosure.

12. In and by the terms of the said Note it is further provided that the maker thereof shall pay all collection costs including reasonable attorneys' fees if the said Note be placed in the hands of an attorney for collection after default.

13. Also included as collateral for the subject loan transaction was a Horton 1997 mobile/manufactured home containing serial number "H135604GLR" (hereinafter "Manufactured Home"). Said Manufactured Home has been permanently affixed to the Property as indicated by the Manufactured Home/Intent to Affix Affidavit as recorded in Book 746, at Page 194 in the Lancaster County Registry. Furthermore, the title to said Manufactured Home has been properly de-titled or cancelled to real estate in the records and database of the South Carolina Department of Motor Vehicles (hereafter "DMV"). This

information was obtained by a search of the county land records and DMV records and database. Therefore, pursuant to Chapter 19, Article 4 Retirement of Title Certificate to Manufactured Homes, S.C. Code Ann. § 56-19-500, *et seq.* the Manufactured Home is considered permanently affixed to the Property

14. Plaintiff waives its right to a deficiency judgment as to any defendant for amounts due on the herein described Note and Mortgage.

15. The installments of principal and interest falling due from and after September 1, 2024 have not been paid although demand for the payment thereof has been made. The Plaintiff, has and does hereby elect to declare the entire balance of said principal and interest due and payable at once; that there is now due and owing and unpaid upon the said Note and Mortgage the full and just principal sum of \$237,002.22, together with interest at the rate of 2.25% per annum, the current/modified rate of interest, from the date of the last payment, together with reasonable attorneys' fees for the collection thereof and the costs of this action. Plaintiff may be forced to pay sums for taxes, insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

16. Upon information and belief, said information having been obtained from the records of Lancaster County, South Carolina, the Defendant(s) below named has/have or may claim to have some interest in or lien upon the Property by virtue of the matters and things herein below alleged, to-wit:

A. None known.

WHEREFORE, Plaintiff prays judgment that:

A. The amount due upon the said Note and Mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this

action.

B. Appoint a Receiver to collect the rents, issue, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court.

C. Plaintiff's Mortgage be declared a valid purchase money, first lien and that Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due or which may be or have been paid by Plaintiff, together with attorney's fees and for the costs of this action.

D. The Property be sold according to law and the practice of this Court, the equity of redemption be barred and that the proceeds of sale be applied as follows:

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

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

Third, the surplus, if any, be distributed according to law.

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

FURTHER, in the event the successful bidder (at the time of this foreclosure sale) is other than the Defendant(s) in possession herein, the Sheriff of Lancaster County will be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located therein, and put the successful bidder or his assigns in full,

quiet and peaceable possession of said Property without delay, and to keep the successful bidder or his assigns in such peaceable possession.

s/Kevin T. Brown
SC Bar No. 064236
Attorney for the Plaintiff
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone: (803) 454-3540
Fax: (803) 454-3541
Kevin.Brown@brockandscott.com

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER
IN THE COURT OF COMMON PLEAS
C.A. NO.: 2025-CP-29-00797

BOKF, NA,

RESPONDENT,

vs.

JOSHUA OVALLE,

APPELLANT.

H E A R I N G
BEFORE THE HONORABLE WILLIAM TINDAL, SPECIAL REFEREE

DATE: SEPTEMBER 2, 2025
LOCATION: SOUTH CAROLINA CIRCUIT COURT 6
TRANSCRIBED BY: KRISTEN PRIMM

LEGAL EAGLE
Post Office Box 5682
Greenville, South Carolina 29606
864-467-1373
depos@legaleagleinc.com

APPEARANCES:

BROOK DANGERFIELD, ESQUIRE
BROCK & SCOTT, PLLC
3800 FERNANDINA ROAD, SUITE 110
COLUMBIA, SOUTH CAROLINA 29210

ATTORNEY FOR THE PLAINTIFF

JOSHUA OVALLE, DEFENDANT, PRO SE

INDEX

PROCEEDINGS	4
CERTIFICATE OF TRANSCRIBER	32

EXHIBITS

DEFENDANT'S

EXHIBIT 1 (BIRTH CERTIFICATE)	13
EXHIBIT 2 (NOTICE OF INTEREST, NOTICE OF EQUITABLE SUBROGATION, AND NOTICE OF APPOINTMENT)	20
EXHIBIT 3 (NOTICE OF OPPORTUNITY TO CURE)	21
EXHIBIT 4 (NOTICE OF DEFAULT)	21
EXHIBIT 5 (NOTICE OF INTENT AND INSTRUCTION & NOTICE OF CEASE AND DESIST)	21
EXHIBITS 6 & 7 (PLEA IN ABATEMENT, NOTICE OF SPECIAL VISITATION)	22

(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL IS
REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

P R O C E E D I N G S

MR. TINDAL: My name is Will Tindal. I'm a lawyer, but I've been appointed by the court of service as what's known as a special referee, which is another name for a judge, to hear and decide non-jury cases, foreclosure cases, or the kind of cases that are typically heard by a judge without a jury.

And smaller counties like Lancaster don't have a full-time master-in-equity to hear non-jury cases. So the Court appoints a lawyer from time to time to serve as a judge for one case. And that's what's happened to me. I've been appointed to serve as special referee.

So I'm going to conduct a hearing today, take evidence, and make a decision. Anybody that's not satisfied with my decision has got a right, of course, to appeal to the South Carolina Court of Appeals. Now, are both of you ready to proceed?

MR. DANGERFIELD: Sure, Your Honor.

MR. OVALLE: Yes, sir.

MR. TINDAL: The procedure, just so that you'll know -- you pronounce your name, Ovalle? How do you pronounce your last name?

MR. OVALLE: Ovalle is fine.

MR. TINDAL: Okay. The Plaintiff who was represented by Attorney Brook Dangerfield of Brock & Scott will go first and

1 offer whatever testimony or perhaps documents that he might
2 want me to consider. When that's done, I'll give you the
3 opportunity to ask him questions, and when that's done I'll
4 give you the opportunity to tell me anything you think I'll
5 need to know before making a decision.

6 If you've got any questions, you don't understand
7 something, perhaps, make that known to me and I'll stop the
8 hearing and try to answer your question or clear up any
9 misunderstanding or anything you don't understand, if that's
10 the case. Okay. Mr. Dangerfield, are you ready to proceed?

11 MR. DANGERFIELD: Certainly, Your Honor.

12 MR. TINDAL: Raise your right hand. Do you swear the
13 testimony you're about to give is the truth, the whole truth,
14 and nothing but the truth, so help you God?

15 MR. DANGERFIELD: Yes, Your Honor. All right. Your
16 Honor, this is a mortgage foreclosure action. The lis
17 pendens, summons, and someone's complaint were all filed June
18 23, 2025. All parties, or Mr. Ovalle, did I get that right?

19 MR. OVALLE: Ovalle.

20 MR. DANGERFIELD: Ovalle, sorry.

21 MR. OVALLE: Yes, sir.

22 MR. DANGERFIELD: Was served. We did receive
23 correspondence, but it wasn't titled and answered. It didn't
24 address any allegations in our complaints. So we considered
25 the Defendant to be in default for our case. The party was

1 referred to, Your Honor. We sent out a notice of today's
2 hearing. All parties are present.

3 This stems from a note obtained by Mr. Ovalle December
4 29, 2020 unto Thrive Mortgage. That's our note that was
5 submitted as a potential exhibit in our case. I guess that
6 would be exhibit A. Exhibit B would be the mortgage, which
7 secures the notes that was given by Mr. Ovalle to Mortgage
8 Electronic Registration Systems, Inc. as mortgagee for Thrive
9 Mortgage LLC. That was recorded December 30, 2020, here in
10 Lancaster County in book 4248 of page 253. That's
11 Plaintiff's exhibit 2.

12 MR. TINDAL: I want Mr. Ovalle to see those documents

13 ---

14 MR. DANGERFIELD: Certainly.

15 MR. TINDAL: --- you referred to.

16 MR. DANGERFIELD: And I would have had -- when we send
17 our notices of hearing out, we request on there that people
18 respond. I didn't know that you were going to be here today,
19 so I don't have duplicates. I just have the copies that I
20 would normally have.

21 So here's your Exhibit 1, or A. That would be a copy of
22 the original notes. This would be Plaintiff's 2, which is
23 the mortgage itself. And then on that last page would be the
24 assignment.

25 MR. TINDAL: Any objections to those documents being

1 entered into evidence?

2 MR. DANGERFIELD: No objections to them being entered
3 in.

4 MR. TINDAL: Those are entered into evidence without
5 objection.

6 MR. DANGERFIELD: Thank you, Your Honor. As I was
7 saying, the mortgage recorded December 30, 2020 here in
8 Lancaster County is the first lien on the property, purchase
9 money lien. Thereafter, it was assigned to the Plaintiff,
10 BOKF by assignment, recorded June 17, 2025, book 5362, page
11 283. It appears there's a mobile home on the property that
12 was retired, so it's become real estate.

13 MR. TINDAL: When you say retired, the title is retired?

14 MR. DANGERFIELD: That's correct, Your Honor. Then
15 payments were due and not received, so we were hired to bring
16 this foreclosure action. I'm here today requesting that a
17 judgment be entered, a sale date be set.

18 The principal due as of today's date, September 2, 2025,
19 is 237,002.22, and accrued interest from August 1, 2024
20 through today's date is \$5,791.55, and that's recruiting at a
21 2.25 percentage rate per annum. Late charges total \$138.00.
22 Escrow's \$754.95. Property inspection, \$270.00. A
23 non-sufficient funds fee, \$30.00.

24 Cost of collection prior to hearing, \$817.75. Attorney
25 fees, \$2,695, for total debts, including interest to date,

1 \$247,499.47. At this point, I always move all the pre-filed
2 exhibits into evidence, but it sounds like Your Honor already
3 accepted all the pre-filed exhibits into evidence.

4 Again, I'm requesting that a judgment be entered, but
5 the Plaintiff is not seeking its right to a deficiency
6 judgment. But we are requesting the October 6, 2025 sale
7 date. Nothing further from the Plaintiff, Your Honor.

8 MR. TINDAL: Mr. Ovalle, you got questions?

9 MR. OVALLE: What he said was pretty straightforward.

10 MR. TINDAL: So you got any questions of him?

11 MR. DANGERFIELD: No questions.

12 MR. TINDAL: Okay. You want to tell me anything? I
13 mean, you want to testify?

14 MR. OVALLE: Oh, of course.

15 MR. TINDAL: Okay. Raise your right hand.

16 MR. OVALLE: I would ---

17 MR. TINDAL: Raise your right hand, that you swear --
18 raise your right hand.

19 MR. OVALLE: Yes. Well, sir, that's what I was going to
20 say. I don't swear, but I will give an affirmation using my
21 Bible.

22 MR. TINDAL: All right.

23 MR. OVALLE: Yes, sir.

24 MR. TINDAL: Do you affirm that what you're about to
25 testify to will be the truth, the whole truth, and nothing

1 but the truth, so help you God?

2 MR. OVALLE: I can affirm using Matthew 5:33, if you
3 don't mind.

4 MR. TINDAL: Okay.

5 MR. OVALLE: Matthew 5:33-37, again, ye have heard that
6 it hath been said by them of old time, thou shalt not
7 forswear thyself, but shalt perform unto the Lord thine
8 oaths. But I say unto you, swear not at all, neither by
9 heaven, for it is God's throne; nor by the earth, for it is
10 his footstool; neither by Jerusalem, for it is the city of
11 the great king.

12 Neither shalt thou swear by thy head, because thou canst
13 not make one hair white or black. But let your
14 communications be yea, yea, nay, nay. For whatsoever is more
15 than this cometh of evil.

16 MR. TINDAL: Okay. Tell me what you think I need to
17 know.

18 MR. OVALLE: Yes, sir. So for the record, Joshua
19 Ovalle, and our Lord and Savior Jesus Christ, is here by the
20 right of special divine visitation, not a general visitation,
21 to settle this matter amicably. And I'm responding to this
22 petition for protection against imminent injury via equitable
23 redemption, retaining all of my God-given rights and
24 constitutional rights, waiving none.

25 Furthermore, I'd like to just give you a quick

1 background on equitable subrogation as a remedy afforded to
2 all men, public and private, and as the only remedy for this
3 matter, that the Plaintiff and agent thereof are acting in
4 the capacity of the creditor, seeking to obtain an alleged
5 debt from the all-caps, (indiscernible) Joshua Ovalle, being
6 the principal debtor, and attempting to mislead this court by
7 attaching a private living man under colorable law, forcing
8 him into suretyship as implied surety, leaving the property
9 in question at risk of seizure.

10 With that being said, just for some clarificational
11 purposes, my given name is Joshua William, and my family name
12 is Ovalle. That is spelled capital J, lowercase O-S-H-U-A,
13 capital W, lowercase I-L-L-I-A-M, capital O, lowercase
14 V-A-L-L-E, to be distinguished by the person that the
15 original creditor has defined on those exhibits as the
16 borrower of the mortgage, which is the security of this, as
17 we all know, that the debt collector presented as a
18 foundation for this complaint.

19 This petition is being used here to deceive the court
20 and omitted the distinguishment between the two entities, or
21 the entity and the living man. This not only creates an
22 injury of non-joinder, but also attempts to create a culpable
23 persona designata under culpable law by the artificial
24 person, the (indiscernible), all capital name, Joshua William
25 Ovalle, and every spelling thereof.

1 To be distinguished, all capital, J-O-S-H-U-A, all
2 capital, O-V-A-L-L-E. To further make that point, I have
3 here the -- the principal debtor that is in question.

4 MR. DANGERFIELD: Your Honor, I'd like to object real
5 quick. If this individual is not Mr. Joshua Ovalle, then I
6 don't think he is in the right position to testify, but I do
7 think he is Mr. Ovalle.

8 I don't think any court has recognized the distinction
9 between straw person and the actual person, so I would just
10 object to this testimony under the guise of, there are two
11 distinct different individuals where it's just the same
12 individual the whole time. I want that for the record.

13 MR OVALLE: If I may, this is not a case of straw
14 person. This is an actual entity. As here, IRS, this is the
15 EIN number for this Joshua William Ovalle estate. This is
16 the authenticated birth certificate from the United States
17 Department, New York, and obviously the birth certificate
18 underneath there. And you're more than willing to take a
19 look at that if you need to.

20 MR. TINDAL: I'm going to let him continue for a ---

21 MR. OVALLE: Yes, sir. If you'd like to take a look at
22 that, you're more than welcome to.

23 MR. TINDAL: Mr. Ovalle, are you offering this into
24 evidence?

25 MR. OVALLE: That is my actual. I can offer a copy that

1 I don't have on hand right now, but ---

2 MR. TINDAL: I can shoot a photocopy.

3 MR. OVALLE: Okay.

4 MR. TINDAL: Are you offering this into evidence?

5 MR. OVALLE: Yes, sir, to designate the difference
6 between -- because he was in question of the representative
7 or the (indiscernible).

8 MR. DANGERFIELD: I'm sorry to ask questions right now,
9 but this argument always confuses me. Are you not a human
10 being?

11 MR. OVALLE: I did not say that, sir. I am the -- I'm
12 sorry. Go ahead.

13 MR. DANGERFIELD: What are you, or what does this mean?
14 I don't understand.

15 MR. OVALLE: That is pretty straightforward, and I'll
16 try to simplify it for you, as actually I was going into my
17 testimony, but essentially stating this is a corporate entity
18 that was created in order to practice commerce here in the
19 United States of America. With that being said, that has
20 been attached to a living entity.

21 We all have the same situation going on, so I would beg
22 that you look into it further if you're confused about it.
23 But we are living beings. This body is my vessel. My belief
24 is, I am a spirit that came down and I am controlling or
25 commanding this body as we would you sitting in a driver's

1 seat of a car would command a car. You are not the car. So
2 I am the living man, and this is the corporate fiction that
3 was created in order to take commerce in this country, which
4 is where the attachment comes from.

5 And then once we fast forward into my statements, you'll
6 see how this is unlawful, at least on the equity
7 jurisprudence side of things, which is where I hope we're --
8 what we're seeing right now. But on top of that, it's very
9 injurious to the person, to the beneficiary, to the implied
10 surety, because, as I stated, we're attaching a fictitious
11 entity, but it's the beneficiary and/or implied surety that
12 is receiving the repercussions.

13 That entity is not going to lose a property that it
14 housekeeps. However, the implied surety is at risk of that.
15 So you're more than welcome to ask as many questions as you'd
16 like to, and I will try my best to clarify for you. And if
17 you guys don't mind, I would definitely like to proceed with
18 the statement.

19 MR. TINDAL: I'm going to submit these into evidence.

20 (Whereupon, Defendant's Exhibit 1 was marked for identification.)

21 MR. OVALLE: No worries.

22 MR. TINDAL: And I'll shoot a photocopy.

23 MR. OVALLE: Sure.

24 MR. TINDAL: Go ahead.

25 MR. OVALLE: With that being said, as I've already

1 stated, the living person is the implied surety, not
2 primarily responsible for the debt. However, that's where we
3 get into -- well, apologies. Further, I am a national of the
4 State of South Carolina and a man on the land, not a
5 fictitious entity that was created for commerce.

6 My law is my family Bible, as I have here, which is the
7 reason why I have it out. And I am who I say I am, not who
8 the creditors, the original creditor, the secondary creditor,
9 and/or the attorney says I am. So with that being said, I'd
10 like to give you a quick statement on surety. Well, I've
11 already given you the surety ---

12 MR. DANGERFIELD: Your Honor, I'd renew my objection
13 that, if he's saying that he's not the person who borrowed
14 the money, that he not be allowed to testify. Because that
15 seems to be speaking out of both sides of his mouth. He
16 either was the person that borrowed the money, and he can
17 testify, or he is not, and he can't.

18 MR. OVALLE: What I am saying, sir, is that I am not
19 primarily liable for the debt because of the way commerce is
20 set up in the United States of America. I am not saying
21 anything outside of that.

22 MR. TINDAL: Okay. I'm going to let him go ahead.

23 MR. OVALLE: With that being said, we have a few -- I
24 have a list of injuries that would also -- just for the
25 record, so you guys are aware, we'll skip past due process

1 because you guys did allow me to record this, so we'll skip
2 past that one.

3 We'll also skip past, because you've already admitted
4 that you received the notices that I sent both of y'all,
5 which I have plenty of copies if you guys need another copy,
6 along with the 3811s as well, so we'll skip past that one as
7 well. Again, I would like to express the fact that this is
8 only cognizable in the eyes of equity jurisprudence because,
9 at law, this would not be -- the Court would not have a
10 subject matter jurisdiction or especially not a personal
11 jurisdiction over myself or over the matter at hand.

12 So I would like to point that out. As I already stated,
13 non-joinder, that's a grounds for an abatement off the bat.
14 Oh, actually, I'm sorry. I put that in the abatement. It's
15 grounds for equitable subrogation as well, per equity
16 jurisprudence, if you guys are familiar with Henry Gibson.
17 He explains it pretty thoroughly in suits in chancery.
18 Pomeroy does the same. Unlawful attachment, that's another
19 -- that's another one that I mentioned in the abatement
20 that's also viewed through the eyes of equity as well.

21 Violation of full disclosure, so this is where I think
22 some of the confusion comes from because the beneficiary was
23 in fact signing as the implied surety for the debtor, which I
24 was unaware of at the time absolutely, and clearly you were
25 -- you were still unaware of that as well.

1 The debtor is presumably insolvent because I don't see
2 how that debtor could pay anything being -- being primarily
3 liable. So I would presume that he's insolvent, which
4 implies that the implied surety is primarily responsible for
5 the said debt and is subsequently grounds for equitable
6 subrogation as well.

7 The promissory note, which is a debt instrument, was not
8 funded by the original creditor, but instead was imputed
9 value when the implied surety autographed the instrument,
10 which means, in layman's terms, if you had that promissory
11 note minus that signature, there would be no value in that
12 promissory note. You wouldn't be able to sell by trade these
13 promissory notes, as I'm sure you're well aware that mortgage
14 companies do on the market or any which way between Thrive
15 and BOK.

16 That was also another sale that I didn't realize
17 happened until after that transaction happened, which leads
18 me to transfer of the promissory note and assignment of the
19 mortgages -- excuse me, assignment of the mortgage. Two
20 different transactions that the implied surety was not a part
21 of, whereas if you're looking into suretyship, any
22 transaction that happens without all parties being well aware
23 of it, grounds for equitable subrogation.

24 And subrogation is only the beginning because then we
25 get into substitution, contribution, exoneration, and things

1 of that nature. So again, grounds for exoneration due to the
2 implied surety not being part of that transaction when it was
3 either -- the promissory note was sold, traded, or whatever,
4 and the assignment of the mortgage from Thrive to BOK.
5 Apologies.

6 Another point, surety has not received any rents,
7 profits, et cetera, from the selling or trading of the debt
8 instrument, which is also grounds for contribution on that
9 behalf, as it applies to equitable subrogation. The debt
10 collector being the firm, I've seen a bunch of statements
11 that mentioned debt collector, which was a bit confusing on
12 my end, but I'll refer to you guys as you asked me to.

13 The debt collector does not have any equitable interest
14 in the property and is assuming the role of the creditor
15 holding a lien -- simply a creditor holding a lien, which may
16 be a legal interest, which I don't believe that they have.
17 However, equitable interest, again, through the eyes of
18 equity, is always going to reign supreme so long as it's
19 following the law.

20 And so far, I have not broken any laws with this
21 statements. And I would ask that if you guys catch me
22 breaking something, you let me know, please. And the last
23 few, I'd like to just touch on the injury as it applies to
24 trust law. So due to the injury being imposed on the implied
25 surety, a constructive trust arises to which the referee is

1 appointed as executor, the Plaintiffs would be appointed as
2 the trustees, and that would only leave the implied surety
3 the role of a beneficiary.

4 And as we all should be aware of in situations of trust,
5 the primary responsibility of the trustee is to look after
6 the rights and the -- I forget the other word that I'm
7 thinking of, but essentially look after the rights of the
8 beneficiary, because if they were to do this, there's plenty
9 of case law out there and plenty of legal documents to state
10 that if and when the trustee were to do something injurious
11 towards a beneficiary, that's a big problem, and it's
12 definitely penalized pretty hefty.

13 And outside of that, I've got plenty of exhibits in here
14 that I would show, if you would be willing to look at them,
15 about all the notices that I've sent out to the secondary
16 creditor in this matter in order to settle the debt amicably.
17 So I've sent out three notices, specifically, notice of
18 subrogation, second opportunity cure, as well as a notice of
19 default to BOK prior to Brock & Scott being included into
20 this matter.

21 After that, I've also sent a notice to cease and desist
22 and some other information for them, and then after that,
23 I've sent multiple notices to y'all too as well for the
24 notice of special visitation as well as the abatement that I
25 believe this was grounds for, being that it is a case moreso

1 suitable in equity.

2 So with that being said, amongst those instruments was
3 instructions to settle all accounts by means of a special
4 deposit for specific -- specific performance, which can be
5 thrown into trust law as well because they had specific
6 fiduciary directions on the special deposit, which I have
7 copies of, in order to settle the matter. And if that was
8 the case and they would have done what they were supposed to
9 do, being a fiduciary, then we would not be here right now
10 and, respectfully, wasting our time.

11 So I think that's what I have as of right now.
12 Explanation-wise, I've got all the exhibits, if you'd like to
13 see, just so you are aware, and I'd like to put at least the
14 first three on the record, because those you don't have on
15 the County record, this one being the notice of interest,
16 notice of equitable subrogation and substitution, and notice
17 of appointment that I sent to said creditor, BOK. This was,
18 if I grab my ledger real quick ---

19 MR. TINDAL: What you've handed out is copies of the
20 same thing.

21 MR. OVALLE: I'm sorry?

22 MR. TINDAL: What you've handed to me and what you
23 handed ---

24 MR. OVALLE: Yes, copy of the same thing. Yes, sir.

25 MR. TINDAL: Are you offering this into evidence?

1 MR. OVALLE: Yes, please.

2 MR. TINDAL: Okay. That's submitted into evidence as
3 Defendant's Exhibit 2.

4 (Whereupon, Defendant's Exhibit 2 was marked for
5 identification.)

6 MR. DANGERFIELD: So this is a notice sent to my client
7 prior to the proposal starting; is that right?

8 MR. OVALLE: This was a notice sent out November 15th. I
9 believe that should reflect the same thing on the certificate
10 of service right behind the special deposit that I tendered,
11 yes, November 15, 2024, explaining thoroughly equitable
12 subrogation and substitution and things of that matter.

13 Secondly, got a very brief second notice opportunity to
14 cure that I'd also like to admit into evidence as well.
15 Here's your copy as well, sir, same thing. Sent to your
16 client as well. That would have been on November 27th.

17 MR. TINDAL: You're offering this into evidence?

18 MR. OVALLE: Yes, please.

19 MR. TINDAL: Any objection?

20 MR. DANGERFIELD: I object to all of it. I mean, it has
21 nothing to do with recognized law in South Carolina. It
22 Simply stated Mr. Ovalle borrowed the money and he hasn't
23 paid the money back. And this just seems like efforts to get
24 around that obligation, Your Honor.

25 THE COURT: Okay. I'm going to overrule that. I'm going

1 to admit that into evidence. This is Defense number 3.

2 (Whereupon, Defendant's Exhibit 3 was marked for identification.)

3 MR. OVALLE: Thank you, sir. Third notice, I've got a
4 notice of default that I sent to his client as well prior to
5 the action, I'd like to admit into evidence as well.

6 MR. DANGERFIELD: I would object to this as well. Our
7 client didn't have anything that they would be defaulted in.
8 They had no duty or obligation except to ensure that they
9 received payments and credited payments.

10 THE COURT: I'm going to admit this into evidence. It
11 speaks for itself.

12 (Whereupon, Defendant's Exhibit 4 was marked for identification.)

13 MR. OVALLE: That would be Defendant 4?

14 MR. TINDAL: Defendant 4.

15 MR. OVALLE: Thank you. And lastly, this one's a bit
16 heftier, notice of intent and instruction, notice of cease
17 and desist that was also sent to his client and also copied
18 in Brock & Scott as well on that one, so they should have a
19 copy, but while we're here that was sent on April 2, 2025.
20 I'd like to admit that as well.

21 MR. DANGERFIELD: I would renew my objection.

22 MR. TINDAL: I admit that as Defendant's Exhibit number
23 5.

24 (Whereupon, Defendant's Exhibit 5 was marked for identification.)

25 MR. OVALLE: Was that submitted into evidence as well?

1 MR. TINDAL: Correct.

2 MR. OVALLE: Thank you, sir. I appreciate that.

3 MR. TINDAL: Number 5.

4 MR. OVALLE: And then the last two, I've already sent a
5 copy to y'all. Y'all are more than welcome to have another
6 copy, but it is on file at the Court records because I
7 actually got these printed off of the website. And that
8 would be the plea in abatement in order for us to get into
9 the correct jurisdiction -- or the equity jurisdiction.

10 And the notice of special visitation, which is for
11 today, since I have the copies, I'll just go ahead and hand
12 them to y'all as well. You're welcome to put them on the
13 record, but as I said, they're already on the record.

14 MR. TINDAL: I'm admitting those as Defendant's 6 and 7.
15 (Whereupon, Defendant's Exhibits 6 and 7 were marked for
16 identification.)

17 MR. DANGERFIELD: I would still issue my objection, Your
18 Honor.

19 MR. TINDAL: I understand.

20 MR. OVALLE: Okay. Which one would be 6, sir?

21 MR. TINDAL: The plea in abatement, notice of liability,
22 and 7 is notice of special visitation.

23 MR. OVALLE: Thank you. So as I was stating, sir, I
24 explained -- if you were ready. I didn't mean to interrupt
25 you guys if you're not. I've explained how I was not -- by

1 the structure of commerce here in the States, I am not
2 primarily liable for the debt, although I am considered the
3 implied surety, surety being someone taking -- easier
4 understandable, maybe put as a cosigner.

5 Surety will be loosely based a cosigner for a person
6 primarily in debt to any type of obligation. With that being
7 said, I've listed off the injuries that it is imposing, and I
8 would like to also retain my right to add any additional, if
9 this matter were to proceed further. I'd like to retain that
10 right, and I believe -- I believe I will rest.

11 MR. TINDAL: Do you have cross-examination?

12 MR. DANGERFIELD: Yes. So what is your name, sir? If
13 you were pulled over by a cop, what would you say your name
14 is?

15 MR. OVALLE: Well, I've been pulled over by officers or
16 officials before, and I simply say the same exact thing. My
17 given name is Joshua William Ovalle of the family Ovalle. If
18 I have to spell it out for them, I can spell it out for them
19 as well, just to create the distinction between the
20 all-capital name, which is the corporate fiction, and the
21 living man, myself.

22 MR. DANGERFIELD: But you were born Joshua Ovalle, like
23 when -- birth certificate, it's a boy, all that. That was
24 your name, right?

25 MR. OVALLE: That was my given name.

1 MR. DANGERFIELD: That's the name that was given to you
2 as an individual; is that right?

3 MR. OVALLE: Correct.

4 MR. DANGERFIELD: Okay. Who was it that signed the
5 promissory note? That was the same person?

6 MR. OVALLE: I think I've already covered that, sir.

7 MR. DANGERFIELD: I'm just confused because this stuff
8 that has been presented is so far beyond anything that is
9 recognized by South Carolina law or at least recognized in
10 the field of foreclosures. It just seems very made up, and I
11 don't see these based on anything, and it's nothing personal.

12 I see this stuff, unfortunately, with regularity, and it
13 just appears to be a distraction from the reality that the
14 debtor borrowed the money. I mean, do you dispute that you
15 borrowed the money?

16 MR. OVALLE: As I stated already, the mortgage and the
17 promissory note that you have there, you provided for me, has
18 the all-capital name. And I am aware that the all-capital
19 name signifies a corporate entity. However, I was not aware
20 of that prior to that, which is where the equitable
21 redemption comes from.

22 MR. DANGERFIELD: Who let you know that?

23 MR. OVALLE: Studying, sir.

24 MR. DANGERFIELD: Who did you study?

25 MR. OVALLE: It'd be like me asking you, how do you know

1 about the laws of South Carolina?

2 MR. DANGERFIELD: I studied the law in books in South
3 Carolina.

4 MR. OVALLE: Yes, sir. I study equity jurisprudence,
5 sir.

6 MR. DANGERFIELD: What is that based on? Is it based on
7 South Carolina law?

8 MR. OVALLE: No, sir. This predates the United States
9 of America. It actually comes from, I believe, England.

10 MR. DANGERFIELD: Okay. We're in South Carolina in the
11 United States in 2025.

12 MR. OVALLE: Yes, sir. And it was brought to -- I
13 believe it was the first state was North Carolina or
14 Tennessee. I could have those mixed up, but that was back in
15 the 1700s. Equity jurisprudence was here. And in fact, in
16 your Constitution, it actually mentions law and equity.

17 And I have it written down in one of the articles, I
18 believe it's Article 3, Section 2, Clause 2. But I could be
19 -- no, that is it, Article 3, Section 2, Clause 2
20 distinguishes the difference.

21 MR. DANGERFIELD: All right. So who is making the
22 payments every month?

23 MR. OVALLE: The (indiscernible).

24 MR. DANGERFIELD: Whose name is that?

25 MR. OVALLE: That would be me, the living person.

1 MR. DANGERFIELD: Okay. But it's still you. One way or
2 the other, it's still you, right?

3 MR. OVALLE: On behalf of the principal debtor, correct.

4 MR. DANGERFIELD: Okay. But all those people are still
5 ultimately you, right?

6 MR. OVALLE: What do you mean, all those people? I am
7 one person.

8 MR. DANGERFIELD: All those labels still come back to
9 you. The person who signed the notes, the person who
10 borrowed the money, the person who broke the South Carolina
11 law-recognized contract, still you, right?

12 MR. OVALLE: I cannot agree with that, sir.

13 MR. DANGERFIELD: Then who was it? Can you point to
14 another person that it was that borrowed the money that
15 didn't pay it back?

16 MR. OVALLE: I think you're confusing this.

17 MR. DANGERFIELD: I am confused because there's a person
18 that appeared that presented a Social Security that had the
19 name and probably the Social. I don't have it in front of
20 me, and the person who borrowed the money, who made payments
21 for a little while and then stopped making payments.

22 And that's who owes the money as far as our position.
23 So are you saying that you didn't stop making payments?

24 MR. OVALLE: If we're going to focus on the debt itself.

25 MR. DANGERFIELD: That's why we're here.

1 MR. OVALLE: Okay. Not a problem. And I don't mean to
2 interrupt you if I did. Apologies. And I would ask for the
3 same respect as well.

4 MR. DANGERFIELD: Sure.

5 MR. OVALLE: If we're going to focus on the debt itself,
6 that would be an easy no-brainer. Because as I stated in the
7 very first thing that you have a copy of, Defendant number 2,
8 there is a special deposit -- a special deposit tendered for
9 specific performance with fiduciary duties written on it.
10 And if the original creditor was -- or I'm sorry, the
11 secondary creditor -- that's what BOK is, if they're not
12 privy to how to balance their accounting, then I can't do
13 anything for that.

14 Perhaps they shouldn't be in business. It's all a
15 matter of accounting, checks and balances, debits and
16 credits. That's what this whole system is based off of. And
17 I don't want to get too deep into it, but essentially this
18 special deposit was tendered to settle all accounts. It says
19 right here, issued by special deposit for credits on account
20 to settle all debt claims in full upon acceptance per that
21 UCC refusal is discharged.

22 So if we're speaking about a debt that is owed
23 allegedly, then that covers the debt. What I came in here
24 trying to express was equitable subrogation, because I
25 genuinely -- I don't want this to go any further. I would

1 like for this to be set off. And that way we don't have to
2 get into the number crunching of contribution and what I'm
3 owed and all that other stuff.

4 MR. TINDAL: Okay.

5 MR. OVALLE: And apologies if I'm raising my voice. I
6 get a bit passionate.

7 MR. DANGERFIELD: It's okay. It's okay. I'm just still
8 confused.

9 MR. OVALLE: Yes, sir.

10 MR. DANGERFIELD: So the money was borrowed and I think
11 you've acknowledged you or one of the labels for you borrowed
12 the money, and the money stopped making payments at some
13 point, and then you or somebody with the label with your name
14 on it tried to cure it with a money order or something that
15 my client didn't accept as a reinstatement or a payoff.

16 My client moved forward with the foreclosure, hired us.
17 We brought the lawsuit. You sent us the document that has
18 stuff that my position is, has no bearing in South Carolina
19 law. I didn't get an answer. I didn't see anything that
20 addressed the allegations.

21 I still don't feel like I've heard that today because
22 the arguments I'm hearing are just far beyond what is normal,
23 acceptable, has a merit in what we do. What I'm hearing,
24 talk about stuff that predates the US, like it just doesn't
25 have a basis in reality in these cases. So my position is

1 that you borrowed the money, you didn't pay it back, and it's
2 still owed to my client.

3 And because they haven't received a reinstatement,
4 there's no, to my knowledge, ongoing loss mitigation. The
5 Court, again, I'm requesting, enters the judgment and sets a
6 sale date. And I really have nothing further, Your Honor.

7 MR. TINDAL: Okay.

8 MR. OVALLE: May I clarify really quickly? He mentioned
9 that I said the money was borrowed. I did not say the money
10 was borrowed. I said the value came from the autograph that
11 I put, me being the implied surety of the living man, put on
12 that promissory note.

13 That's where the value came from because, minus that
14 promissory note, you go to hand it to somebody, another
15 banker friend of yours or something like that, they're not
16 going to take it. It has no value. So I did not say the
17 money was borrowed from anybody. I said the value came from
18 my signature.

19 MR. TINDAL: Okay. Okay. Anything further?

20 MR. OVALLE: Outside of that, sir, I would just -- as I
21 said, I would pray that the Court sees this as a matter of
22 equitable subrogation and substitution. And again, I would
23 ask for a charge off to be put in place so that way we're
24 squared away.

25 They have a special deposit tendered for specific

1 performance that they can use in order to square the matter
2 away on their books. And I would prefer that it not go
3 further and to enter contribution.

4 THE COURT: Okay. I understand your argument.
5 (Indiscernible).

6 MR. TINDAL: Thank you. And I'm going to take this
7 under advisement. Mr. Ovalle, have you got an email address?

8 MR. OVALLE: I do have an email address, sir, that I
9 use.

10 MR. TINDAL: Would you be kind enough to write it there?
11 Because when I communicate with you, I need to copy
12 Mr. Dangerfield, and vice versa.

13 MR. OVALLE: Okay. What would the communications be
14 for, out of curiosity, sir?

15 MR. TINDAL: Well, perhaps a decision.

16 MR. OVALLE: Okay. No worries. I appreciate that.

17 MR. TINDAL: Okay. Are there any spaces between?

18 MR. OVALLE: So the actual email address is down here.
19 I just wanted to make sure that you knew whose email it was.
20 So I put Joshua Ovalle, as implied surety, all rights
21 reserved, beneficiary. So the email is right below it.

22 MR. TINDAL: And that's a capital J, lowercase ---

23 MR. OVALLE: Yes, sir. Capital J-O-V-A-L-L-E, 0829.

24 MR. TINDAL: Okay. And this is lowercase?

25 MR. OVALLE: I don't think the case would be sensitive

1 in an email, but perhaps you could just put it exactly like
2 that.

3 MR. TINDAL: I'm going to go take a photocopy of this.
4 For the purpose of the record, I'm going to photocopy your
5 Social Security number on my card, but I'm going to black out
6 the number.

7 MR. OVALLE: I would appreciate that, sir.

8 MR. DANGERFIELD: The 0829?

9 MR. OVALLE: Correct.

10 MR. TINDAL: Okay. That'll complete the hearing and
11 I'll be in contact with you.

12 MR. OVALLE: Yes, sir. Thank you for your time.

13 MR. TINDAL: Thank you very much for coming.
14
15
16
17
18
19
20
21
22
23
24

25 (THERE BEING NOTHING FURTHER, THE HEARING CONCLUDED.)

CERTIFICATE OF TRANSCRIBER

I, Kristen Primm, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the South Carolina Circuit Court 6 for Chester County, South Carolina, on the 2nd day of September 2025.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

November 6, 2025



Kristen Primm
Certified Transcriber

United States of America



DEPARTMENT OF STATE

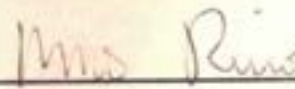
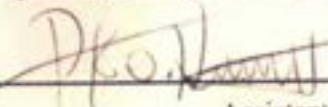
To all to whom these presents shall come, Greetings:

I Certify That the document hereunto annexed is under the Seal of the Department of State of the State(s) of New York, and that such Seal(s) is/are entitled to full faith and credit.*

**For the contents of the annexed document, the Department assumes no responsibility
This certificate is not valid if it is removed or altered in any way whatsoever*

In testimony whereof, I, Marco Rubio, Secretary of State, have hereunto caused the seal of the Department of State to be affixed and my name subscribed by the Assistant Authentication Officer, of the said Department, at the city of Washington, in the District of Columbia, this twelfth day of July, 2025.

*Issued pursuant to CHXIV, State of
Sept. 15, 1789, 1 Stat. 68-69; 22
USC 2657; 22 USC 2651a; 5 USC
301; 28 USC 1733 et. seq.; 8 USC
1443(f); RULE 44 Federal Rules of
Civil Procedure.*


 _____ Secretary of State
 By 
 _____ Assistant Authentication Officer,
 Department of State

United States of America

State of New York
Department of State

*It is hereby certified, that **Milton Adair Tingling** was Clerk of County of **New York** in the State of New York, and Clerk of the Supreme Court therein, being a Court of Record, on the day of the date of the annexed certificate, and duly authorized to grant same; that the seal affixed to said certificate is the seal of said County and Court; that the attestation thereof of said Clerk is in due form and executed by the proper officer; and that full faith and credit may and ought to be given to said Clerk's official acts.*

*In Testimony Whereof, the Department of State Seal
is hereunto affixed.*

Witness my hand at the city of Albany

this 14th day of April Two Thousand and Twenty-Five



Whitney A. Clark

Whitney A. Clark

Deputy Secretary of State for Business and Licensing Services

Defendant 2

COPY

From the desk of: Joshua-William: Ovalle: BENE, A.R.R.

**NOTICE OF PRIORITY INTEREST / NOTICE OF EQUITABLE
SUBROGATION & SUBSTITUTION / NOTICE OF APPOINTMENT**

Martin E. Grunst, CFO
BOK FINANCIAL CORPORATION
6242 East 41st Street
Tulsa, OK 74135

Re: Account Number 0080381320

I Am the real party of interest, contributing Heir, and Implied Surety for Principal Debtor, JOSHUA WILLIAM OVALLE, associated with the above-referenced account, and presentment included herein. Take Notice that, I Am a righteous and honorable child of GOD and I Am expressing myself in the capacity of the Grantor Beneficiary of the Principal Debtor's Estate to settle this matter. Beneficiary, a private citizen of the United States, is the true owner under the rules of Equity of said Account taken without prior notice of superior, equal or prior interest—legal or equitable—and without consent and without civilian due process of law. Take Notice that, I Am responding to this outstanding debt associated with the Principal Debtor for my protection against compulsion, as the Implied Surety, reserving all my GOD-given Rights, waiving none.

Equitable Subrogation is forward-looking and rooted in the equity maxim... "equity regards done what ought to be done." Equitable subrogation is not founded upon contract, but is the creation of equity, and is enforced solely for accomplishing the end of substantial justice. It is the mode by which Equity adopts to compel the ultimate payment of a debt by one who, in justice and good conscience, ought to pay. The Equity maxim "Equality is Equity" seeks to ensure that whenever there is a common burden, it must be borne equally by all to prevent an act, transaction, contract, obligation, etc that may prove injury to either party of the transaction. Suretyship allows a surety to bring suits for subrogation, exoneration, and/or contribution to gain equitable remedy in such injurious transactions. Where, in any case, a Surety not primarily liable pays a debt or obligation of his principal, being under legal compulsion, and/or if the Creditor makes any changes that could effect the Surety, absent either the Surety or the Principal Debtor, the Surety will in Equity be substituted to all of the Creditor's rights against the person(s) primarily liable, resulting in the Surety assuming the rights of Subrogee.

Proverbs 11:15 KJV

"He that is surety for a stranger shall smart for it: and he that hateth suretyship is sure."

Now coming as Subrogee, due to liability and compulsion to pay on behalf of the Debtor, and to protect my good name from fraudulent concealment, duress, mistake, implication, and/or compulsion, I now intervene as the Implied Surety on behalf of the Principal Debtor, and to protect against the unjust enrichment to the Creditor-Subrogor-

Co Surety occupying the Office of CFO, Martin E. Grunst, I, Subrogee, do hereby present this Notice and invoke my equitable right to subrogation and substitution to the rights of all Creditor-Subrogor(s). As Subrogee, I do hereby subrogate and substitute to the above-referenced Accounts' Creditors concerning all transactions ab initio of the Principal Debtor.

Now as a matter of course, I pray for all requests that the Creditor-Subrogor(s) act honorably in Equity and Good Faith. As the Surety and Beneficiary of the JOSHUA WILLIAM OVALLE Estate, I pray the above referenced account balance be brought to \$0, and that the credit report associated with the Principal Debtor, JOSHUA WILLIAM OVALLE reflect all obligations satisfied in full and on time, with no negative effect on the credit age and/or derogatory remarks, or any other injury inflicted on either the Principal Debtor or Surety-Subrogee.

As Surety and Beneficiary of the JOSHUA WILLIAM OVALLE Estate, I hold equitable title. If there are any objections to my requests, I will seek to make a claim on legal title and liquidate the account. I respectfully request to have these terms reflected on the next statement. Notwithstanding, your response to this Notice is required within seven (7) calendar days of receipt.

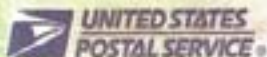
Colossians 2:13-14 KJV

"13. And you, being dead in your sins and the uncircumcision of your flesh, hath he quickened together with him, having forgiven you all trespasses; 14. Blotting out the handwriting of ordinances that was against us, which was contrary to us, and took it out of the way, nailing it to his cross;"

Drafted By:



Joshua-William, of the family Ovalle, Surety-Subrogee, Grantor Beneficiary



CUSTOMER'S RECEIPT

RE: Acct. No. 00903813 20

SEE BACK OF THIS RECEIPT
FOR IMPORTANT CLAIM
INFORMATION

Pay to **BOK FINANCIAL CORPORATION**

KEEP THIS
RECEIPT FOR
YOUR RECORDS

Address **6242 East 41st Street**

**NOT
NEGOTIABLE**

Tulsa, OK 74135

Serial Number

Year, Month, Day

2024-11-12

Post Office

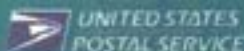
Amount

\$21.00

Date

15

29485004826



POSTAL MONEY ORDER

Serial Number

Year, Month, Day

2024-11-12

Post Office

U.S. Dollars and Cents

\$21.00

29485004826

RE: Account Number
00903813 20

Twenty One Dollars and 00/100 ~~no cash back~~

Pay to **BOK FINANCIAL CORP**

Amount
**ISSUED BY SPECIAL DEPOSIT FOR CREDITS ON
ACCOUNT #00903813 TO SETTLE ALL DEBT CLAIMS
IN FULL CLAIM ACCEPTANCE PER OK UCC § 12A-3-603
REFUND IS DISCLOSED**

Address **6242 East 41st Street**

Jackson-William; - Ovale, A.R.R.

Tulsa, OK 74135

Address **2806 Ross Hill Rd Fort Mill, SC [29707]**

Phone **115-80-3228**

By **Jackson-William; - Ovale** U.C.L. 3-402 (B)(1)

SEE REVERSE WARNING • NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS

⑈00000800 2⑈

29485004826

**AUTH REP A.R.R.
WITHOUT RECOURSE**

Certificate of Service

On November 15th, 2024, I served upon the following parties this Notice of Priority Interest, Notice of Subrogation and Substitution, and Notice of Appointment, along with a Special Deposit \$21 postal money order serial number **29485004826** with written instructions, for the creditor(s) acting in the capacity of Trustees for the JOSHUA WILLIAM OVALLE Estate. All related paperwork is delivered via USPS certified mail No. **9589 0710 5270 0406 8856 59** for record filing to:

BOK FINANCIAL CORPORATION
ATTN: Martin E. Grunst, CFO
6242 East 41st Street
Tulsa, OK 74135

for:

- 1) Intended Respondent/creditor-subrogor-co surety: Martin E. Grunst(original)
- 2) Any or All Creditors(s) acting on behalf of the attached account **0080381320**

Service by and respond to:

Joshua-William: Ovalle, Bene
8866 Ross Hill Road
Fort Mill, SC 29707

 LS
Joshua-William: Ovalle, as Beneficiary of

JOSHUA WILLIAM OVALLE, PRINCIPAL DEBTOR



ACCEPT

I come forth now as Surety/Beneficiary
on behalf of Principal Debtor for

Discharge

Jada - Wilkins; Cull
11-15-24

PO Box 35688
Tulsa, OK 74153
Phone: 800-947-7067
Fax: 918-419-8948
<https://onlinebanking.bokfinancial.com>

Sent Via First-Class Mail®

10/30/2024

JOSHUA OVALLE
8866 ROSS HILL RD
FORT MILL, SC 29707-8179

Loan Number: 0080381320
Property Address: 8866 ROSS HILL RD
FORT MILL, SC 29707

Dear JOSHUA OVALLE:

This letter is formal notice by BOK Financial, the Servicer of the above-referenced loan acting on behalf of FANNIE MAE, that you are in default under the terms of the documents creating and securing your Loan described above, including the Note and Deed of Trust/Mortgage/Security Deed ("Security Instrument"), for failure to pay amounts due.

You have a right to cure your default. To cure the default, you must pay the full amount of the default on this loan by 12/04/2024 (or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). Failure to cure the default on or before this date may result in acceleration of the sums secured by the Security Instrument, foreclosure by judicial proceeding and sale of the property.

As of the date of this notice, the total amount required to cure the default is \$2,611.32, which consists of the following:

Next Payment Due Date:		09/01/2024
Total Monthly Payments Due:		\$2,519.32
09/01/2024	at	\$1,259.66
10/01/2024	at	\$1,259.66
Late Charges:		\$92.00
Unapplied Balance:		\$0.00
TOTAL YOU MUST PAY TO CURE DEFAULT:		\$2,611.32

You can cure this default by making a payment of \$2,611.32 by 12/04/2024. Please note any additional monthly payments, late charges and other charges that may be due under the Note, Security Instrument and applicable law after the date of this notice must also be paid to cure the default. You may contact our Loss Mitigation Department at 855-560-6899, Monday-Friday 8:00am-6:00pm CST to obtain updated payment information. You may also visit our website <https://onlinebanking.bokfinancial.com>. This letter is in no way intended as a payoff statement for your mortgage, it merely states an amount necessary to cure the current default. Please include your loan number and property address with your payment and send to:

BOK Financial
PO Box 35688
Tulsa, OK 74153



Sincerely,

BOK Financial
PO Box 35688
Tulsa, OK 74153
800-947-7067

For more information, visit <https://onlinebanking.bokfinancial.com>. You may also email DESHONNA DANIELS at LMFINANCIALS@BOKF.COM.

Ways to pay the total amount required to cure the default:

- In person at a BOKF banking center
- By mail addressed to P.O. Box 35688, Tulsa, OK 74153
- Online at <https://onlinebanking.bokfinancial.com>
- By calling 800-947-7067.

Services provided by BOKF, NA. BOK Financial is a trademark of BOKF, NA. Member FDIC. Equal Housing Lender.



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>BOX FINANCIAL CORPORATION ATTN: Martin E. Grunst, CFO 6242 East 41st Street Tulsa, OK 74135</p>		<p>A. Signature x Carmen Scott ☒ Agent ☐ Addressee</p> <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery 11/14/24</p> <p>D. Is delivery address different from item 1? ☒ Yes If YES, enter delivery address below: ☒ No</p>	
<p>2. Article Number (Transfer from service label)</p> <p>9589 0710 5270 0406 8856 59</p>		<p>3. Service Type</p> <p>☐ Add Signature ☐ Add Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery</p> <p>☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery</p>	

PS Form 3811, July 2020 PSN 7530-02-000-9053

9589 0710 5270 0406 8856 59

U.S. Postal Service®
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

Additional Services & Fees, where fees, add fee (if applicable)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

Total Postage and Fees \$

Sent to

Martin E. Grunst
6242 East 41st Street
Tulsa, OK 74135

PS Form 3800, November 2013

Defendant 3

COPY

From the desk of: Joshua-William, Ovalle; BENE, A.R.R.

**SECOND NOTICE /
OPPORTUNITY TO CURE**

Martin E. Grunst, CFO
BOK FINANCIAL CORPORATION
6242 East 41st Street
Tulsa, OK 74135

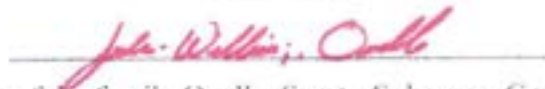
Re: Account Number 0080381320

I have not received your response to my Notices within the allotted time frame. Your attention to this urgent matter is appreciated.

I, Joshua-William of the family Ovalle, am coming in the capacity of Implied Surety and Beneficiary of the Principal Debtor, JOSHUA WILLIAM OVALLE. On November 19th, 2024, BOK FINANCIAL CORPORATION received a Notice of Priority Interest, Notice of Subrogation and Substitution, Notice of Appointment, and Special Deposit \$21 money order via USPS certified mail No. 9589 0710 5270 0406 8856 59, enclosed is the USPS Tracking.

The resolve for this Opportunity to Cure would be to settle all debt claims associated with the above referenced Principal Debtor. Your response to this Notice is required within seven (7) calendar days of receipt.

Drafted By:



Joshua-William, of the family Ovalle, Surety-Subrogee, Grantor Beneficiary

Certificate of Service

On November 27th, 2024, I served upon the following parties this Second Notice / Opportunity to Cure. On November 19th, 2024, BOK FINANCIAL CORPORATION received a Notice of Priority Interest, Notice of Subrogation and Substitution, and Notice of Appointment, along with a Special Deposit \$21 postal money order serial number **29485004826** with written instructions, for the creditor(s) acting in the capacity of Trustees for the JOSHUA WILLIAM OVALLE Estate, via USPS certified mail No. **9589 0710 5270 0406 8856 59**. All related paperwork is delivered via USPS certified mail No. **9589 0710 5270 0406 8856 11** for record filing to:

BOK FINANCIAL CORPORATION
ATTN: Martin E. Grunst, CFO
6242 East 41st Street
Tulsa, OK 74135

for:

- 1)Intended Respondent/creditor-subrogor-co surety: Martin E. Grunst(original)
- 2)Any or All Creditors(s) acting on behalf of the attached account **0080381320**

Service by and respond to:

Joshua-William: Ovalle, Bene
8866 Ross Hill Road
Fort Mill, SC 29707

 LS
Joshua-William: Ovalle, as Beneficiary of

JOSHUA WILLIAM OVALLE, PRINCIPAL DEBTOR

ALERT: USPS WILL RESUME MAIL SERVICE TO CANADA ON MONDAY, JANUARY 6, 2025. [REA...](#)

[FAQs >](#)

USPS Tracking®

[Remove X](#)

Tracking Number:

9589071052700406885611[Copy](#)[Add to Informed Delivery \(https://informedelivery.usps.com/\)](https://informedelivery.usps.com/)

Latest Update

Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

Get More Out of USPS Tracking:**USPS Tracking Plus®**

• Delivered

• Out for Delivery

• Preparing for Delivery

Moving Through Network

● In Transit to Next Facility

December 6, 2024

● Departed USPS Regional Facility

TULSA OK DISTRIBUTION CENTER

December 2, 2024, 1:37 am

● [See All Tracking History](#)**What Do USPS Tracking Statuses Mean?** (<https://faq.usps.com/s/article/Where-is-my-package>)**Text & Email Updates**

74

From the desk of: Joshua-William, Ovalle: BENE, A.R.R.

NOTICE OF DEFAULT

Martin E. Grunst, CFO
BOK FINANCIAL CORPORATION
6242 East 41st Street
Tulsa, OK 74135

NOTICE TO AGENT IS NOTICE TO PRINCIPAL NOTICE TO PRINCIPAL IS NOTICE TO AGENT

Re: Account Number 0080381320

This Notice serves to inform BOK FINANCIAL CORPORATION, herein referred to as BOK or Creditor, that you are in default with respect to your obligations as Creditor(s) for the above-referenced account.

Plain Statement of Facts:

- a) THAT Surety is competent to state the matters, has knowledge of the facts, and declared that the statements made are true and correct, to the best of his knowledge, and not meant to mislead.
- b) THAT a Notice of Subrogation and Substitution was served on BOK, via USPS certified mail **9589 0710 5270 0406 8856 59** on November 15, 2024, and return receipt signed and received on November 19, 2024, and confirmed in your correspondence dated November 20, 2024.
- c) THAT a \$21 Special Deposit postal money order serial number **2948500-4826** was served on BOK, via USPS certified mail **9589 0710 5270 0406 8856 59** on November 15, 2024, and return receipt signed and received on November 19, 2024, and confirmed in your correspondence dated November 20, 2024, "TO SETTLE ALL DEBT CLAIMS IN FULL".
- d) THAT your Presentment dated October 30, 2024 was received and I Conditionally Accept for Value (CAFV) your contract, on November 15, 2024, for the balance remaining on the above-referenced account, and Return the same For Value.
- e) THAT a Second Notice / Opportunity to Cure was served on BOK, via USPS certified mail **9589 0710 5270 0406 8856 11** on November 27, 2024, and confirmed to have been received in your correspondence dated December 03, 2024.

Default:

Despite reasonable opportunities and Notices provided to you regarding the need for remedy, you have not rectified the injury or taken the necessary corrective steps. For the Creditor(s) failure, refusal, or neglect to, in good faith and Equity, respond to the Notice of Subrogation and Substitution, Special Deposit, Opportunity to Cure, and/or Presentment, and/or provide an equitable remedy for the injury, the Creditor(s) thereby acquiesce and tacitly agree with all terms, conditions and stipulations set forth within the Notice(s).

Please understand that I want to resolve this matter as soon as possible and see the need to exhaust my administrative process. Now, therefore the Creditor is in default and is given three (3) days to cure, and if not cured within such time, a final default upon these accounts will be submitted for and on the record.

Drafted By:



Joshua-William, of the family Ovalle, Surety-Subrogee, Grantor Beneficiary

From the desk of: Joshua-William: Ovalle: BENE, A.R.R.

Certificate of Service

On January 06, 2025, I served upon the following parties this Notice of Default for the creditor(s) acting in the capacity of Trustees for the JOSHUA WILLIAM OVALLE Estate. All related paperwork is delivered via USPS certified mail No. **9589 0710 5270 1513 8790 67** for record filing to:

BOK FINANCIAL CORPORATION
ATTN: Martin E. Grunst
6242 East 41st Street
Tulsa, OK 74135

for:

- 1) Intended Respondent/creditor-subrogor-co surety: Martin E. Grunst (original)
- 2) Any or All Creditors(s) acting on behalf of the attached account **0080381320**

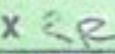
Service by and respond to:

Joshua-William: Ovalle, Bene
8866 Ross Hill Road
Fort Mill, SC 29707

Joshua-William: Ovalle L.S

Joshua-William: Ovalle, as Beneficiary of

JOSHUA WILLIAM OVALLE, PRINCIPAL DEBTOR

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature  ☐ Agent ☐ Addressee	
1. Article Addressed to: BOK Financial Corporation ATTN: Martin E. Grunst 6242 East 41st Street Tulsa, OK 74135		B. Received by (Printed Name)	C. Date of Delivery
2. Article Number (Transfer from service label) 9589 0710 5270 1513 8790 67		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
 9590 9402 8773 3310 1651 03		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Mail Restricted Delivery	
		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	

PS Form 3811, July 2020 PSN 7530-02-000-9003 Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

74135 OK 74135

OFFICIAL USE

Certified Mail Fee \$ 3.50 Extra Services & Fees (check box, add fee as appropriate) ☐ Return Receipt (hardcopy) \$ ☐ Return Receipt (electronic) \$ ☐ Certified Mail Restricted Delivery \$ ☐ Adult Signature Required \$ ☐ Adult Signature Restricted Delivery \$ Postage \$ 2.00 Total Postage and Fees \$ 5.50	Postmark Here JUL 15 2021
---	------------------------------

Sent To Martin E. Grunst
Street and Apt. No., or PO Box No. 6242 East 41st Street
City, State, ZIP+4® Tulsa, OK 74135

PS Form 3800, January 2021 See Reverse for Instructions

ALERT: IMPACTS OF SEVERE WEATHER IN THE SOUTHERN PLAINS AND LOWER MISSISSIPPI...

USPS Tracking®

FAQs >

Tracking Number:

Remove X

9589071052701513879067

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to the front desk, reception area, or mail room at 1:18 pm on January 13, 2025 in TULSA, OK 74135.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Front Desk/Reception/Mail Room

TULSA, OK 74135

January 13, 2025, 1:18 pm

[See All Tracking History](#)

Feedback

[What Do USPS Tracking Statuses Mean? \(https://faq.usps.com/s/article/Where-is-my-package\)](https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

[Track Another Package](#)

78

Defendant S

COPY

Created by: Joshua W Ovalle, Grantor/Beneficiary
8866 Ross Hill Road
South Carolina Republic near [29707]

**NOTICE OF INTENT AND INSTRUCTIONS
NOTICE OF CEASE AND DESIST FOR TRESPASSING**

April 01, 2025

Martin E. Grunst, CFO
BOK FINANCIAL CORPORATION
1 WILLIAMS CTR
TULSA, OK 74172

Ref: Mortgage Loan Number 0080381320

Equity see that as done what ought to be done.

This Notice is in response to your correspondence dated March 06, 2025 and a formal Notice of my intentions as the living man, Joshua W Ovalle, in the capacity as the Beneficiary of the JOSHUA WILLIAM OVALLE trust account, to settle all matters concerning the property according to Lancaster County description as 8866 Ross Hill Road, Fort Mill, South Carolina Republic near [29707].

Notice that I hold all equitable titles of the trust account and seek to gain all legal titles of the account mentioned above for liquidation. If the information is incorrect, I, Joshua W Ovalle, as the Beneficiary, Am granting you, acting trustee on behalf of the JOSHUA WILLIAM OVALLE trust account, permission to make the necessary corrections on all of the IRS 1099 forms immediately. I also further demand a copy of the HUD or ALTA settlement statement of the complete seller/buyer transaction for the property mentioned above along with the nominee interest 1099 OID copies for the following Tax Years 2022, 2023, and 2024 to be mailed to 8866 Ross Hill Road, Fort Mill, South Carolina, addressed to Joshua W Ovalle, Beneficiary.

Enclosed in this package are the recipient's copies of this notice to settle the claimed debt owed on Mortgage Loan Account Number 0080381320 according to your records, statement dated March 18, 2025 accepted for value, Copy B of Tax Year 2024 1099-A (Payer, Joshua W Ovalle reference # 201918521), Copy B of Tax Year 2024 1099-C (Payer, Joshua W Ovalle reference # 201918524), and Copy C of Tax Year 2024 1099-C (Payer, BOK FINANCIAL CORP reference # 201918529), UCC 1 property lien file# 250318-2236146, and UCC 3 file# 250326-1815430 (refer amendments to collateral; Security Agreement, certificate of acknowledgment and acceptance of warranty deed, the original warranty deed, Durable Power of Attorney, and OVALLE RVOC LIVING TR Certification of Trust Existence and Authority INSTR# BK: RB 21730/PG: 377-380 York County Commissions).

79

Created by: Joshua W Ovalle, Grantor/Beneficiary
8866 Ross Hill Road
South Carolina Republic near [29707]

I Am the REAL, beneficial interest holder, Expressed Surety, and Authorized Representative of **Mortgage Loan Number 0080381320** and do hereby issue this formal Notice of Ownership and all associated rights to this property have been lawfully transferred to OVALLE RVOC LIVING TR Instr# BK: RB 21730/PG: 377-380. As a Trustee, I retain exclusive control over the property on behalf of the trust's beneficiary. The actions of the alleged claimants of the ownership company, whether direct or indirect, that seek to assert rights over the property or violate the trust's ownership are unlawful and must cease immediately.

This notice also serves as a Cease and Desist order, demanding all activities for acting on procedures for foreclosure and the issuance of sale stop immediately to prevent all actions of trespassing, including but not limited to unauthorized attempts to claim possession, interfere with the trust's control, or make demands that contravene the trust's lawful ownership. Failure to comply with this notice will result in lawful action under the Laws of Exclusive Equity Jurisprudence for trespassing and property protection, as well as claims for injuries and other remedies as provided by law. Please provide written confirmation within ten (10) business days that you have ceased all such activities related to this property. Thank you for your immediate attention to this serious matter. I expect prompt compliance.

Any matters of conflict you may have, or invalid information mentioned above, I demand for a notarized affidavit with supporting exhibits of all corrections sent via certified mail by USPS within **ten (10) business days** of receiving this Notice. No response to the above request will be noted that the account is settled with a zero balance. An updated statement reflecting the zero balance will be mailed to 8866 Ross Hill Road, Fort Mill, South Carolina 29707, ATTN: Joshua W Ovalle, Beneficiary.

Thank you in advance for your timely response and willingness to address this urgent matter. All my intentions are true from my heart, acting with a clear mind and clean hands. All of my statements are made in good faith. I reserve all my God-given rights.

Joshua W Ovalle, Beneficiary and Sole Heir of the OVALLE RVOC LIVING TR trust is an honorable living man created in YHWH's image (see Genesis 1: 26-28).

All rights reserved, without waiving any

Autograph by: 
Joshua W Ovalle, Beneficiary, Expressed
Surety, AR of the OVALLE RVOC LIVING
TR Trust

Certificate of Service

On April 02, 2025, I served upon the following parties this notice to settle the claimed debt owed on Mortgage Loan Account Number 0080381320 (2 pages), statement dated March 18, 2025 accepted for value (4 pages), Copy B of Tax Year 2024 1099-A (Payer, Joshua W Ovalle reference # 201918521) (1 page), Copy B of Tax Year 2024 1099-C (Payer, Joshua W Ovalle reference # 201918524) (1 page), and Copy C of Tax Year 2024 1099-C (Payer, BOK FINANCIAL CORP reference # 201918529) (1 page), UCC 1 property lien file# 250318-2236146 (2 pages), and UCC 3 file# 250326-1815430 (2 pages). All related paperwork delivered via USPS-certified mail No. **9589 0710 5270 2456 7109 81** for record filing to:

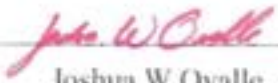
BOK FINANCIAL CORPORATION
ATTN: Martin E. Grunst, CFO
1 Williams Ctr
Tulsa, OK 74172

For: Mortgage Loan Number 0080381320

CC: Brock & Scott, PLLC
ATTN: Lois Stokes, CFO
1315 Westbrook Plaza Drive, Suite 100
Winston Salem, NC 27103

Service by and respond to:

Joshua W Ovalle, Grantor/Beneficiary
8866 Ross Hill Road
Fort Mill, SC [29707]

 LS
Joshua W Ovalle, as Beneficiary
and Expressed Surety of
JOSHUA WILLIAM OVALLE, PRINCIPAL DEBTOR

**BOK FINANCIAL**

PO Box 21368 Tulsa, OK 74121

Return Service Only - Please do not send mail to this address

ACCEPT
For value, return for discharge

Exempt From Levy

Delivered Electronically

IRS 6334(a)(9)

Statement Date: March 18, 2025

Pay to the order of:

US Treasury

Mortgage Billing Statement

FORWARDING SERVICE REQUESTED

JOSHUA OVALLE
8866 ROSS HILL RD
FORT MALL, SC 29707by: *John - Williams - Child*
Beneficiary / Legated
Sundry

UCC 3-306

UCC 3-301

March 24, 2025

Online Information
<https://onlinebanking.bokfinancial.com/>Monday - Friday 7:00 a.m. - 6:00 p.m. CT
(800) 910-1234
16 HALL ST. PASADENA, CA 91101Correspondence
P.O. Box 21368 Tulsa, OK
74121-0688Payments
P.O. Box 21368 Tulsa, OK
74121-0688

Loan Number:	008081320
Amount Due: (As of 03/18/2025)	04/01/2025
Amount Due:	\$11,715.28

Explanation of Amount Due

Principal	\$561.56
Interest	\$437.06
Escrow (Taxes and Insurance)	\$261.04
Optional Products	\$0.00
Regular Monthly Payment	\$1,259.66
Total Fees and Charges	\$1,638.00
Past Due Payment(s)	\$8,817.62
Reinstatement Amount (As of 03/18/2025)	\$11,715.28
Accelerated Amount (As of 03/18/2025)	\$239,395.17

Account Information

Property Address	8866 ROSS HILL RD FORT MALL, SC 29707
Outstanding Principal Balance(s)	\$2,17,002.22
Escrow Balance	\$254.95
Interest Rate	2.250%
Prepayment Penalty	No

Transaction Activity (02/19/25 - 03/18/25)

Process Date	Description	Principal	Interest	Escrow	Additional Monthly Amount	Fees and Charges	Partial Payment (Unapplied)	Total
02/19/25	DATE CHANGE	\$0.00	\$0.00	\$0.00	\$0.00	\$23.90	\$0.00	\$0.00
02/19/25	FORWARDING SERVICE	\$0.00	\$0.00	\$0.00	\$0.00	\$1,155.00	\$0.00	\$1,155.00
02/19/25	DATE CHANGE	\$0.00	\$0.00	\$0.00	\$0.00	\$23.90	\$0.00	\$0.00
02/19/25	FORWARDING SERVICE	\$0.00	\$0.00	\$0.00	\$0.00	\$880.00	\$0.00	\$880.00

Important Messages

Reinstatement Amount: Your loan has been accelerated, but as of the Statement Date this amount can be accepted to reinstate your loan. This is not a payoff amount, and may subject to any unpaid fees or costs that may apply to your loan.

Partial Payments: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage. If you are operating under a temporary payment plan, plan payments may be considered partial payments.

Privacy Notice: BOK Financial is committed to help you keep your information secure, and protect your personal information. Our privacy policy has not changed. You may review our privacy and protection of your personal information at <https://www.bokfinancial.com/privacy> and our privacy policy or we will mail you a free copy upon request. If you do not wish to receive this information, please contact us at 800-910-1234.

If you request protection from a bankruptcy court, see separate disclosure page including with this statement.

Past Payments Breakdown

	Paid Since Last Statement	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes and Insurance)	\$0.00	\$0.00
Optional Products	\$0.00	\$0.00
Fees and Charges	\$0.00	\$0.00
Partial Payment (Unapplied)*	\$0.00	\$0.00
Total Payment	\$0.00	\$0.00

Delinquency Notice

You are late on your payments. As of 03/18/2025, you are 16 days delinquent on your mortgage loan. Failure to bring your loan current may result in fees and foreclosing. The sale of your home may result in a deficiency judgment. Please contact us at 800-910-1234 for more information about delinquency and your options.

Recent Account History

Payment Due 01/15/25 unpaid balance of \$1,259.66
Payment Due 12/15/24 unpaid balance of \$1,259.66
Payment Due 11/15/24 unpaid balance of \$1,259.66
Payment Due 10/15/24 unpaid balance of \$1,259.66
Payment Due 09/15/24 unpaid balance of \$1,259.66
Payment Due 08/15/24 unpaid balance of \$1,259.66
Payment Due 07/15/24 unpaid balance of \$1,259.66

Reinstatement Amount: \$11,715.28. You must pay this amount to bring your loan current. Certified funds are required to reinstate your account.

Accelerated Amount: \$239,395.17. This amount may not be the amount needed to pay the loan in full. Please contact us for an updated amount.

If you are experiencing financial difficulty, assistance may be available. For more information, please contact us at 800-910-1234.

Please detach bottom portion and return with your payment.

Amount Due

Loan Number:	008081320
Remitter:	JOSHUA OVALLE
To Remitter:	

Please contact us for the Current
Reinstatement Amount or Accelerated
Amount to pay off your loan

1-800-910-1234

BOK FINANCIALPO BOX 21368
TULSA, OK 74121-1368

Please write your loan number on your check or money order

Please remit the amount due (shown left) if you wish to make additional payments to your principal or interest, please indicate the amount(s) in the boxes at right

If your address, telephone number or e-mail address has changed, please complete the change form on the reverse

Payment Coupon

Amount Due	\$11,715.28
Additional Principal	\$
Additional Interest	\$
Outstanding Fees and Charges	\$
Total Enclosed	\$

82
6008036132000001251660000126266

IMPORTANT TELEPHONE NUMBERS

CUSTOMER SERVICE
Phone: (800) 520-5224
Fax: (937) 529-3354
Monday - Friday 7:00 a.m. - 5:00 p.m. CT
CustomerService@bank.com

COLLECTIONS
Phone: (811) 488-7000
Monday - Friday 7:00 a.m. - 5:00 p.m. CT
Western Union Quick Collect:
800-238-5273 Code City Priority OK
(Note, the above values are case sensitive)

INSURANCE CENTER
Phone: (855) 292-3689
Fax: (937) 525-3753
Monday-Friday 7:00 a.m. - 5:00 p.m. CT
www.anycoverage.com/first

LOSS DRAFTS / INSURANCE CLAIMS
Phone: (855) 292-3689
Fax: (937) 525-3354
Monday-Friday 7:00 a.m. - 5:00 p.m. CT
www.insuranceclaimcheck.com
P.O. Box 1550 Springfield, OH 45501

OVERNIGHT ADDRESS
7060 S. Yale Ave. Ste. 400, Tulsa OK 74136-5713

CORRESPONDENCE ADDRESS
P.O. Box 95688, Tulsa OK 74153-0688

PROPERTY TAX
P.O. Box 9325 Coppel, TX 75039

Pay On-Line through Our Website

- Avoid late delays by making the mortgage payment using our online payment system. Simply visit our website and follow the directions/links.
- Enjoy the convenience of scheduling a payment for a future date.
- Even up receive email notification that the monthly mortgage payment was received and posted to the account.
- Payment funds cannot be transferred through the online payment system.

Pay through Billpay Services

- To ensure proper identification of your payment, please include your loan number and make sure "Mortgage" is included in the name of the payment.
- Payments, messages, and notices of the "memo line" input via Billpay systems are not transferred with the payment file. Any instructions for payments made in amounts other than the regular monthly payment amount must be written and sent separately.
- If your regular monthly payment amount changes, you must modify your Billpay payment amount designation to reflect the new payment amount.
- Your failure to pay the full amount due may result in the assessment of late fees.

Your remittance should be for the exact amount shown as a Amount Due on the payment portion of this statement. If you wish to remit additional amounts to your principal interest, or prepayment, please indicate the amount in the notes provided on the remittance, or provide separate written instructions. Your loan must be current to apply additional funds to the remaining principal balance. If you remit funds in any amount other than the exact Amount Due on your statement without instructions, they will first be applied to any outstanding fees and then be applied as follows:

- If your remittance is less than the current month's regular monthly payment amount, any additional amounts remitted that are less than your regular monthly payment amount will be applied as a prepayment of principal.
- If you remit a sum for the current month's regular payment amount, and you remit funds in an amount less than the regular monthly amount, the funds will be treated as a partial payment and may be placed in a suspense until enough funds have been received to make the then-due payment amount.
- If you remit in part or all of a month's regular payment amount, any additional funds remitted, regardless of amount, will be applied as a principal prepayment.
- Please go to our website for a more complete description of what a payment remittance and how funds will be applied.

Pay by Mail

- To ensure fast and accurate processing of a payment, simply send the remittance to your check or money order and use the number and address provided. Please do not send in post dated checks.
- Do not mail more than one check daily the remittance.
- Payments are not required based on our mail date. Please allow adequate time for mail service and delivery.

Pay by Phone

- Payments can be made by telephone by contacting our Customer Service Department to assist with one of our Customer Service Specialists. Please have your routing number and account number available and be ready to provide the mortgage payment type, the amount of your choice, checking or savings.

Automatic Draft Program

- Enjoy the convenience and safety of having automatic payments made at no cost to you. Set up monthly payments as an automatic draft from your checking or savings account today.
- Multiple draft dates are available.
- Contact our Customer Service Department or visit our website to enroll in our Automatic Draft Program.

Bankruptcy Notice

To ensure your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this statement is for informational purposes only and does not constitute an attempt to collect a debt or to impair personal liability for such debt on However, the creditor retains rights under its security instrument, including the right to foreclose to loan.

If you want to view your recent Periodic Statements due to Bankruptcy Proceedings, please send a written request to:

Bankruptcy Department
P.O. Box 25605
Tulsa, OK 74133

Homeowners Assistance

If you are in mortgage counseling or assistance, you may contact the HUD HomeLender Program Bureau (CHRPB) at www.consumerfinance.gov. For additional assistance, HUD sponsors housing counseling agencies throughout the country that can provide you advice on avoiding foreclosure. There is no fee for this service. If you would like assistance, you can contact a HUD-approved housing counselor at the HOPE Hotline number which is 1-888-896-8066 or at www.hud.gov.

We may also be able to help!

- You can call a Customer Service at the number on this statement.
- You can write us at:

Payment Assistance
P.O. Box 35605
Tulsa, OK 74132

Payoff Information

Free payoff can be made at 8:00 a.m. through 5:00 p.m. or through a 24-hour automated phone system by calling the Customer Service number listed on the front of your statement. Payoff funds will be released by wire transfer funds, or check up to \$10,000. Requests must contain complete name, loan number, property address, signature of borrower and instructions for releasing the payoff to the payoff. Payoff must be received by 2:00 p.m. CT to be processed on that day. If business days are not met, it will be the next business day. Funds to be released and processing charges that result in additional interest and late fees applied to the loan. For questions, please contact Customer Service.

Property Inspections

If your loan account is in default, in accordance with the terms of your Mortgage-Deed of Trust (MORTGAGE) and the deed of trust, we may request that you or your agent, or a third party, inspect the property. Securing the property may result in loss, being added or changed in an effort to protect the property and to also include maintaining and/or insuring the property as necessary. Any fees for such an inspection and/or security services may be charged to your account.

Insurance Information

- **LOSS PAYABLE CLAUSE:** The loan and/or mortgagee's policy must reflect the name as Loss Payee. Please provide the loss number to the agent for timely payment of future claims.
- **COVERAGE:** Homeowners coverage should be equal to 100% replacement cost or guaranteed replacement cost.
- **RENEWALS:** Send all policies at least 30 days prior to the expiration date. Failure to provide proof of continuous coverage will result in obtaining insurance coverage on the home and changing the premium to the loan. This coverage may be different and more expensive than available through the standard insurance market.
- **FLOOD INSURANCE:** Coverage is required on properties located within a Special Flood Hazard Area, as determined by FEMA. Flood coverage must be equal to the rest of the unpaid principal balance, replacement cost, or NFIP maximum coverage of \$250,000. These rates are subject to change at the discretion of FEMA. We are required to endorse for all flood insurance premiums for properties located within a required zone for loans closed on or after January 1, 2016.
- **DAMAGED PROPERTY:** In the event of damage to the home, notify the insurance agent. After a claim is filed, call us to guide you through the process.

Real Estate Tax Information

- **PROPERTY TAX BILLS:** If the property is located in a tax district that will only release the tax bill to the homeowner, it is the homeowner's responsibility to forward the tax bill to us for payment. This also applies to corrections or additional assessment tax bills. Send it immediately in the overnight address noted at the top of this statement or fax to (917) 525-0550. Any penalties or fees assessed due to a delay in forwarding these statements will be charged to the loan.
- **EXEMPTIONS:** Remember to file for any HOMESTEAD EXEMPTIONS that are applicable to the tax district. Please send a copy of any property tax status change immediately. ONLY THE HOMEOWNER MAY FILE FOR THIS EXEMPTION.
- **TAX SALE NOTICE:** Advise us immediately of any notice of Tax Sale. FAILURE TO DO SO MAY RESULT IN LOSS OF THE PROPERTY. THE HOMEOWNER IS STILL RESPONSIBLE FOR REPAYMENT OF THE CONTRACT.

By signing below, you expressly authorize the bank (or its vendors), acting as your loan servicer, to deliver emails, calls, texts, and faxes using an automatic telephone dialing system and/or an automatic electronic messaging system (ATOS Communications) to the phone number(s) and/or email address listed above. While the bank does not charge for these communications, please be advised that fees or charges may be imposed by your internet service provider and/or your wireless carrier. You may withdraw your consent to ATOS Communications for this account at any time by contacting us using the phone number, email or correspondence address listed on the front of this statement. YOU ACKNOWLEDGE THAT THIS CONSENT IS NOT REQUIRED AS A CONDITION OF YOUR USE OF ANY ACCOUNT, PRODUCT, OR SERVICE PROVIDED BY THE BANK OR ANY OF ITS AFFILIATES OR AGENTS.

CHANGE NOTICE AND OPTIONAL TCPA CONSENT

Please notify us of any change in your address or phone number by checking the appropriate boxes below. Enter only the information that has changed.

- ☐ Address Change ☐ Phone Number Change

NAME(S): _____
STREET: _____
CITY/STATE/ZIP: _____
HOME PHONE: _____ WORK PHONE: _____
CELL PHONE: _____ EMAIL: _____

By signing below, you expressly authorize the bank (or its vendors), acting as your loan servicer, to deliver emails, calls, texts, and faxes using an automatic telephone dialing system and/or an automatic electronic messaging system (ATOS Communications) to the phone number(s) and/or email address listed above. While the bank does not charge for these communications, please be advised that fees or charges may be imposed by your internet service provider and/or your wireless carrier. You may withdraw your consent to ATOS Communications for this account at any time by contacting us using the phone number, email or correspondence address listed on the front of this statement. YOU ACKNOWLEDGE THAT THIS CONSENT IS NOT REQUIRED AS A CONDITION OF YOUR USE OF ANY ACCOUNT, PRODUCT, OR SERVICE PROVIDED BY THE BANK OR ANY OF ITS AFFILIATES OR AGENTS.

SIGNATURE: _____ DATE: _____

☐ VOID ☐ CORRECTED (if checked)

LENDER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. Joshua-W. O'valle, BENE 8866 Ross Hill Road Fort Mill SC 29707 US - Phone: 8637095560		OMB No. 1545-0877 Form 1099-A (Rev. January 2022)	Acquisition or Abandonment of Secured Property
LENDER'S TIN 115-80-3338		For calendar year 2024	
BORROWER'S name, street address (including apt. no.), city or town, state or province, country, and ZIP or foreign postal code BOK FINANCIAL CORP Martin E. Grunst, CFO 11 WILLIAMS CTR TULSA OK 74172-0140 US 6092750500		1 Date of lender's acquisition or knowledge of abandonment 12/29/2020	2 Balance of principal outstanding \$237002.22
Account number (see instructions) 259729689521		4 Fair market value of property \$	Copy B For Borrower This is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines that it has not been reported.
		3 If checked, the borrower was personally liable for repayment of the debt ☐ 50	
		6 Description of property SIO Secure Mortgage Loan # 080381320	

Form **1099-A** (Rev. 1-2022)

www.irs.gov/1099 - IRS Approved e-File Provider

www.irs.gov/Forms1099A

Instructions for Borrower

Certain lenders who acquire an interest in property that was security for a loan or who have reason to know that such property has been abandoned must provide you with this statement. You may have reportable income or loss because of such acquisition or abandonment. Gain or loss from an acquisition is generally measured by the difference between your adjusted basis in the property and the amount of your debt canceled in exchange for the property or, if greater, the sale proceeds. If you abandoned the property, you may have income from the discharge of indebtedness in the amount of the unpaid balance of your canceled debt. The tax consequences of abandoning property depend on whether or not you were personally liable for the debt. Losses on acquisitions or abandonments of property held for personal use are not deductible. See Pub. 4681 for information about your tax consequences. Property means any real property (such as a personal residence), any intangible property, and tangible personal property that is held for investment or used in a trade or business.

If you borrowed money on this property with someone else, each of you should receive this statement.

Borrower's taxpayer identification number (TIN). For your protection, this form may show only the last four digits of your TIN (social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN)). However, the issuer has reported your complete TIN to the IRS. **Account number.** May show an account or other unique number the lender assigned to distinguish your account.

Box 1. For a lender's acquisition of property that was security for a loan, the date shown is generally the earlier of the date title was transferred to the lender

or the date possession and the burdens and benefits of ownership were transferred to the lender. This may be the date of a foreclosure or execution sale or the date your right of redemption or objection expired. For an abandonment, the date shown is the date on which the lender first knew or had reason to know that the property was abandoned or the date of a foreclosure, execution, or similar sale.

Box 2. Shows the debt (principal only) owed to the lender on the loan when the interest in the property was acquired by the lender or on the date the lender first knew or had reason to know that the property was abandoned. Box 3. Reserved for future use.

Box 3. Reserved for future use.

Box 4. Shows the fair market value of the property. If the amount in box 4 is less than the amount in box 2, and your debt is canceled, you may have cancellation of debt income. If the property was your main home, see Pub. 523 to figure any taxable gain or ordinary income.

Box 5. Shows whether you were personally liable for repayment of the debt when the debt was created or, if modified, when it was last modified.

Box 6. Shows the description of the property acquired by the lender or abandoned by you. If "CCC" is shown, the form indicates the amount of any Commodity Credit Corporation loan outstanding when you forfeited your commodity.

Future developments. For the latest information about developments related to Form 1099-A and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form1099A.

Free File Program. Go to www.irs.gov/FreeFile to see if you qualify for no-cost online federal tax preparation, e-filing, and direct deposit or payment options.

DISCLOSURES

Federal law requires us to advise you that BOK Financial (NMLS ID 403501) as the servicer of your loan, is responsible for collecting your payments; however, in some circumstances we may be acting as a debt collector, in those circumstances, this communication is from a debt collector attempting to collect a debt and any information obtained may be used for that purpose.

CREDIT REPORTING

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

IMPORTANT BANKRUPTCY NOTICE

Bankruptcy (if applicable) - To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under the United States Bankruptcy Code, this statement is for compliance and/or informational purposes only and does not constitute a demand for payment or an attempt to impose personal liability for such obligation. However, BOK Financial retains certain rights, including but not limited to the right to foreclose its lien evidenced by the security instrument under appropriate circumstances.

NOTICE OF ERROR OR REQUEST FOR INFORMATION

To provide us with a Notice of Error or to make a Request for Information about the servicing of your loan, please contact us at:

BOK Financial
Attn: Customer Care Department
7060 S. Yale Ave. Ste. 400
Tulsa OK 74136-5711
(866) 910-5224
<https://onlinebanking.bokfinancial.com/>

In your letter, please include your name, the property address, your loan number, and the specific error that you believe has been made or the specific information that you are requesting.

Should you have any questions or concerns regarding your loan, please contact us at (866) 910-5224. Our office is open Monday - Friday 7:00 a.m. - 6:00 p.m. CT.

EQUAL CREDIT OPPORTUNITY ACT

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agencies that administer compliance with this law concerning this creditor are:

Bureau of Consumer Financial Protection
1700 G Street NW
Washington, D.C. 20006

Office of the Comptroller of the Currency
Customer Assistance Group
1301 McKinney Street, Suite 3450
Houston, TX 77010-9050

SERVICEMEMBERS CIVIL RELIEF ACT (SCRA)

If you or any other person on this mortgage is a servicemember or dependent of a servicemember on "active duty" or "active service," you may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 U.S.C. §§ 3901-4043) (SCRA) and applicable state law. If you or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately. Please contact us if you think you are eligible.

PROPERTY INSPECTIONS

If your loan account is in default, in accordance with the terms of your Mortgage/Deed of Trust, BOKF, NA may inspect your property to determine that it is being maintained and occupied. As needed or required, BOKF, NA may secure the property. Securing the property may result in locks being added or changed in an effort to protect the property, and may also include winterizing and/or mowing the property as necessary. Any fees for such an inspection and/or property services may be charged to your account.

Montana Property Owners - BOK Financial is licensed by the Division of Banking and Financial Institutions for the State of Montana (Mortgage Servicer 403501). A borrower may file a complaint about BOK Financial with the Department: Division of Banking and Financial Institutions, 301 South Park, Suite 316, PO Box 200546, Helena, MT 59620 Phone: (406) 841-2920 Fax: (406) 841-2930.

New York Property Owners - NOTICE PURSUANT TO NEW YORK STATE BANKING REGULATION 419: BOK Financial is registered as an Exempt Loan Servicer (NMLS Unique ID Number 403501, New York Registered Exempt Mortgage Loan Servicer 403501) with the Superintendent of the Department of Financial Services for the State of New York. A borrower may file a complaint about BOK Financial with the New York Department of Financial Services. A borrower may obtain further information from the New York Department of Financial Services by calling the Department's consumer Help Unit at 1-800-342-3736 or by visiting the Department's website at www.dfs.ny.gov. If BOK Financial utilizes a third-party provider, we remain responsible for all actions taken by such third-party provider.

85

For Escrowed Accounts in New York Only:

(1) The mortgage investing institution is obligated to make all payments of insurance and taxes for which the escrow account is maintained. If any such payments are not timely, the mortgage investing institution is responsible for making such payments including any penalties and interest and shall be liable for all damages to the consumer resulting from its failure to make timely payment; (2) In the event that a real property insurance premium notice is sent directly to the consumer by the insurer, the consumer shall have the obligation to promptly transmit such premium notice to the mortgage investing institution, for payment. Failure to do so may jeopardize the consumer's insurance and may excuse the mortgage investing institution from liability for failure to timely make such real property insurance payments; (3) The consumer is obligated to pay 1/12th of the insurance premiums and/or taxes each month to the mortgage investing institution for deposit into the escrow account, unless there is a deficiency or surplus in the account, in which case a greater or lesser amount may be required; (4) Unless the mortgage investing institution is exempt, it must deposit the escrow payments made by the consumer in a banking institution or a licensed branch of a foreign banking corporation whose deposits are insured by a federal agency; and (5) The mortgage investing institution cannot impose any fees relating to the maintenance of the escrow account. N.Y. BANKING LAW § 6-K (2) (f).

North Carolina Property Owners – FOR NORTH CAROLINA RESIDENTS: BOK Financial is physically located at 7060 S. Yale Ave. Ste. 400, Tulsa OK 74136-3711 North Carolina Collection Agency permit no. 403501. You may call 919-733-3016 to contact the North Carolina Commissioner of Banks or to file a complaint about Mortgage Servicing, go to North Carolina Commissioner of Bank's Website: <http://www.nccob.org/public/ConsumerInformation/Complaints/CiFileComplaint.aspx>.

Oregon Property Owners - The Oregon Division of Financial Regulation (DFR) oversees residential mortgage loan servicers who are responsible for servicing residential mortgage loans in connection with real property located in Oregon and persons required to have a license to service residential mortgage loans in this state. If you have questions regarding your residential mortgage loan, contact your servicer at (866) 910-5224 or by email at CustomerService@bokf.com. To file a complaint about unlawful conduct by an Oregon licensee or a person required to have an Oregon license, call DFR at 888-877-4894 or visit dfr.oregon.gov.

Texas Property Owners - CONSUMERS WISHING TO FILE A COMPLAINT AGAINST A MORTGAGE BANKER OR A LICENSED MORTGAGE BANKER RESIDENTIAL MORTGAGE LOAN ORIGINATOR SHOULD COMPLETE AND SEND A COMPLAINT FORM TO THE TEXAS DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 NORTH LAMAR, SUITE 201, AUSTIN, TEXAS 78705. COMPLAINT FORMS AND INSTRUCTIONS MAY BE OBTAINED FROM THE DEPARTMENT'S WEBSITE AT WWW.SML.TEXAS.GOV. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 1-877-276-5550.

THE DEPARTMENT MAINTAINS A RECOVERY FUND TO MAKE PAYMENTS OF CERTAIN ACTUAL OUT OF POCKET DAMAGES SUSTAINED BY BORROWERS CAUSED BY ACTS OF LICENSED MORTGAGE BANKER RESIDENTIAL MORTGAGE LOAN ORIGINATORS. A WRITTEN APPLICATION FOR REIMBURSEMENT FROM THE RECOVERY FUND MUST BE FILED WITH AND INVESTIGATED BY THE DEPARTMENT PRIOR TO THE PAYMENT OF A CLAIM. FOR MORE INFORMATION ABOUT THE RECOVERY FUND, PLEASE CONSULT THE DEPARTMENT'S WEBSITE AT WWW.SML.TEXAS.GOV.

☐ CORRECTED (If checked)

CREDITOR'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. Joshua-W. Ovalle, BENE 8866 Ross Hill Road Fort Mill SC 29707 US - Phone:8637095560		1 Date of identifiable event 12/29/2020	OMB No. 1545-1424 Form 1099-C (Rev. January 2022)	Cancellation of Debt
		2 Amount of debt discharged \$ 237002.22		
		3 Interest, if included in box 2 \$	For calendar year 2024	
CREDITOR'S TIN 115-80-3338	DEBTOR'S TIN 731-37-3454	4 Debt description 8IG Secure Mortgage Loan # 0080381320		
DEBTOR'S name, address, City or town, state or province, country and ZIP or foreign postal code BOK FINANCIAL CORP Martin E. Grunst, CFO 1 WILLIAMS CTR TULSA OK 74172-0140 US 6092750900		5 If checked, the debtor was personally liable for repayment of the debt ☒		
Account number (see instructions) 621416687271		6 Identifiable event code D	7 Fair market value of property \$	

Form **1099-C** (Rev. 1-2022) (keep for your records) www.irs.gov/Form1099C Department of the Treasury - Internal Revenue Service

Instructions for Debtor

You received this form because a federal government agency or an applicable financial entity (a creditor) has discharged (canceled or forgiven) a debt you owed, or because an identifiable event has occurred that either is or is deemed to be a discharge of a debt of \$600 or more. If a creditor has discharged a debt you owed, you are required to include the discharged amount in your income, even if it is less than \$600, on the "Other income" line of your Form 1040 or 1040-SR. However, you may not have to include all of the canceled debt in your income. There are exceptions and exclusions, such as bankruptcy and insolvency. See Pub. 4681, available at www.irs.gov/Pub4681, for more details. If an identifiable event has occurred but the debt has not actually been discharged, then include any discharged debt in your income in the year that it is actually discharged, unless an exception or exclusion applies to you in that year. Debtor's taxpayer identification number (TIN). For your protection, this form may show only the last four digits of your TIN (social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN)). However, the creditor has reported your complete TIN to the IRS.

Account number. May show an account or other unique number the creditor assigned to distinguish your account.

Box 1. Shows the date the earliest identifiable event occurred or, at the creditor's discretion, the date of an actual discharge that occurred before an identifiable event. See the code in box 6.

Box 2. Shows the amount of debt either actually or deemed discharged. Note: If you don't agree with the amount, contact your creditor.

Box 3. Shows interest if included in the debt reported in box 2. See Pub. 4681 to see if you must include the interest in gross income.

Box 4. Shows a description of the debt. If box 7 is completed, box 4 also shows a description of the property.

Box 5. Shows whether you were personally liable for repayment of the debt when the debt was created or, if modified, at the time of the last modification. See Pub. 4681 for reporting instructions.

Box 6. Shows the reason your creditor has filed this form. The codes in this box are described in more detail in Pub. 4681. A—Bankruptcy; B—Other judicial debt relief; C—Statute of limitations or expiration of deficiency period; D—Foreclosure election; E—Debt relief from probate or similar proceeding; F—By agreement; G—Decision or policy to discontinue collection; or H—Other actual discharge before identifiable event.

Box 7. If, in the same calendar year, a foreclosure or abandonment of property occurred in connection with the cancellation of the debt, the fair market value (FMV) of the property will be shown, or you will receive a separate Form 1099-A. Generally, the gross foreclosure bid price is considered to be the FMV. For an abandonment or voluntary conveyance in lieu of foreclosure, the FMV is generally the appraised value of the property. You may have income or loss because of the acquisition or abandonment. See Pub. 4681 for information about foreclosures and abandonments. If the property was your main home, see Pub. 523 to figure any taxable gain or ordinary income.

Future developments. For the latest information about developments related to Form 1099-C and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form1099C.

Free File Program. Go to www.irs.gov/FreeFile to see if you qualify for no-cost online federal tax preparation, e-filing, and direct deposit or payment options.

☐ CORRECTED (If checked)

CREDITOR'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. BCK FINANCIAL CORP 1 Williams Ctr Tulsa OK 74172 US - Phone:6092750500		1 Date of identifiable event 12/29/2020	OMB No. 1545-1424 Form 1099-C (Rev. January 2022)	Cancellation of Debt
		2 Amount of debt discharged \$ 237002.22		
		3 Interest, if included in box 2 \$	For calendar year 2024	
CREDITOR'S TIN 73-1373454	DEBTOR'S TIN 115-60-3336	4 Debt description Siv Secure Mortgage Loan # 0080381320		Copy C For Creditor For Privacy Act and Paperwork Reduction Act Notice, see the current General Instructions for Certain Information Returns.
DEBTOR'S name, address, City or town, state or province, country and ZIP or foreign postal code JOSHUA WILLIAM OVALLE 8866 Ross Hill Road Fort Mill SC 29707 US 8637095560		5 If checked, the debtor was personally liable for repayment of the debt ☐		
Account number (see instructions) 784588856161		6 Identifiable event code D	7 Fair market value of property \$	

Form **1099-C** (Rev. 1-2022)

www.irs.gov/Form1099C

Department of the Treasury - Internal Revenue Service

Instructions for Creditor

To complete Form 1099-C, use:

. The current General Instructions for Certain Information Returns, and

. The current Instructions for Forms 1099-A and 1099-C.

To order these instructions and additional forms, go to

www.irs.gov/EmployerForms.

Caution: Because paper forms are scanned during processing, you cannot file certain Forms 1096, 1097, 1098, 1099, 3921, or 5498 that you print from the IRS website.

Filing and furnishing. For filing and furnishing instructions, including due dates, and to request filing or furnishing extensions, see the current General Instructions for Certain Information Returns.

Need help? If you have questions about reporting on Form 1099-C, call the information reporting customer service site toll free at 866-455-7438 or 304-263-8700 (not toll free). Persons with a hearing or speech disability with access to TTY/TDD equipment can call 304-578-4827 (not toll free).

UCC-1

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Joshua Ovalle	8637006560
B. E-MAIL CONTACT AT FILER (optional)	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Joshua W Ovalle, BENE	
8866 Ross Hill Road	
Fort Mill, SC 29707	

SC SECRETARY OF STATE

250311-2236146

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME. Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

1a. ORGANIZATION'S NAME			
JOSHUA WILLIAM OVALLE			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
			SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
8866 Ross Hill Road	Fort Mill	SC	29707
			COUNTRY
			US

2. DEBTOR'S NAME. Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

2a. ORGANIZATION'S NAME			
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
			SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
			COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY). Provide only one Secured Party name (3a or 3b).

3a. ORGANIZATION'S NAME			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
	Ovalle	Joshua-W	
			SUFFIX
			TTEE
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
8866 Ross Hill Road	Fort Mill	SC	29707
			COUNTRY
			US

4. COLLATERAL. This financing statement covers the following collateral:

ALL THE DEBTOR(S) INTEREST AND ALL THE DEBTOR(S) PROPERTY, BOTH REGISTERED AND UNREGISTERED, ARE HEREBY SELECTED AS COLLATERAL FOR SECURING CONTRACTUAL OBLIGATIONS IN FAVOR OF THE SECURED PARTY. THE VALUE OF THE SECURED PARTY'S CLAIM IS THREE HUNDRED BILLION UNITED STATES DOLLARS (\$300,000,000,000.00). THIS IS THE DEBTOR'S ENTRY INTO THE COMMERCIAL REGISTRY AND PUBLIC NOTICE OF A COMMERCIAL TRANSACTION. THE SECURED PARTY HEREBY SECURES ALL RIGHTS, ASSETS, INTERESTS, AND TITLES IN SAID PROPERTY ADDRESS AS 8866 ROSS HILL ROAD FORT MILL, SC 29707 AND DURABLE POWER OF ATTORNEY.

5. Check only if applicable and check only one box. Collateral is ☒ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box. ☐ Public Finance Transaction ☐ Manufactured Home Transaction ☒ A Debtor is a Transmitting Utility ☐ Agricultural Lien ☒ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable) ☐ Lease/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☒ Bailee/Bailor ☐ Licensee/Supervisor

8. OPTIONAL FILER REFERENCE DATA:

14TH AMENDMENT, 5TH AMENDMENT, MILLER ACT, HJR 192

SOUTH CAROLINA SECRETARY OF STATE'S OFFICE, 1205 Pendleton Street Suite 525 Columbia, SC 29201 (Rev. 07/01/13)

89

UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS

18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement, if line 1b was left blank include individual Debtor name did not fit, check here ☐

18a ORGANIZATION'S NAME	JOSHUA WILLIAM OVALLE		
OR	18b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

SC SECRETARY OF STATE

250318-2236146 NS

Date: 2/16/2025
 Time: 10:14:20
 Page Count: 1 of 1
 Secretary Office: SC SOS
 Filing Name: JWS
 Document Key: 250318-2236146
 Total: 3.14
 Order ID# 247-962562

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

19a ORGANIZATION'S NAME				
OR	19b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
19c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

20a ORGANIZATION'S NAME				
OR	20b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
20c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a ORGANIZATION'S NAME				
OR	21b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
21c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

22. ☒ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a ORGANIZATION'S NAME	OVALLE RYON LIVING TR			
OR	22b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
22c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
	Fort Mill	SC	29707	US

23. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a ORGANIZATION'S NAME				
OR	23b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
23c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

24. MISCELLANEOUS:

UCC-3

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Joshua Ovalle	8637095560
B. E-MAIL CONTACT AT FILER (optional)	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
☐ Joshua W Ovalle, BENE 8866 Ross Hill Road Fort Mill, SC 29707	

SC SECRETARY OF STATE

250316-1615430

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

18. INITIAL FINANCING STATEMENT FILE NUMBER:
250316-2236146

19. ☒ True FINANCING STATEMENT AMENDMENT is to be filed (for record) in the REAL ESTATE RECORDS. For record, attach Amendment (Form UCC-3A) and provide Debtor's name in item 13.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement.

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9. For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8.

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

5. ☐ PARTY INFORMATION CHANGE:

Check one of these four boxes:

This Change affects ☐ Debtor or ☒ Secured Party of record

AND Check one of these Four Boxes to

CHANGE name and/or address. Complete

item 6a or 6b and item 7a or 7b and item 7c.

ADD name. Complete item

7a or 7b and item 7c.

DELETE name: Give reason name

is to be deleted in item 6a or 6b.

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (7a or 7b).

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S) INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name, do not omit middle or initials or any part of the Debtor's name).

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S) INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☒ COLLATERAL CHANGE: Also check one of these four boxes: ☒ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral

THE SECURED PARTIES HEREBY SECURE ALL RIGHTS, ASSETS, INTERESTS, AND TITLES IN SAID PROPERTIES AND ATTACHMENTS SUCH AS THE SECURITY AGREEMENT, ACKNOWLEDGMENT AND ACCEPTANCE OF DEED, ACCEPT ORIGINAL DEED COMING FORTH AS GRANTOR, DURABLE POA, AND THE CERTIFIED COPY OF THE CERTIFICATION OF TRUST EXISTENCE AND AUTHORITY.

See attachment.

9. NAME OF SECURED PARTY OR RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (7a or 7b) (name of Assignee, if this is an Assignment).

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S) INITIAL(S)

SUFFIX

OVALL

JOSHUA-W

TEE

10. OPTIONAL FILER REFERENCE DATA

UCC-3

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as Item 1a on Amendment form
250318-2238148

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as Item 3 on Amendment form

12a. ORGANIZATION'S NAME	
OR	
12b. INDIVIDUAL'S SURNAME OVALLE	
FIRST PERSONAL NAME JOSHUA-W	
ADDITIONAL NAME(S), INITIAL(S) TTEE	SUFFIX

SC SECRETARY OF STATE

250326-1815430

NS

Date: 1/26/2023

Time: 6:15 PM

Page Number: 280.00

Table Count: 0

Record Number: 00.00

Settlement Fee: 00.00

Total: 235.00

Order ID# 1709345

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see instruction item 13a. Provide only last Debtor name (13a or 13b) use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name; see instructions if name does not fit)

13a. ORGANIZATION'S NAME			
OR	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S), INITIAL(S)
			SUFFIX

14. ADDITIONAL SPACE FOR ITEM 6 (Collateral)

Acknowledgment Copy

15. This FINANCING STATEMENT AMENDMENT
☐ covers lender to be filed ☐ covers perfected collateral ☐ is filed as a return filing

16. Name and address of a RECORD OWNER of real estate described in item 17
 (if Debtor does not have a record interest)

17. Description of real estate

18. MISCELLANEOUS

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Brook & Seeth, LLC
ATTN: Lois Stokes
1315 Westbrook Plaza Drive, Suite 100
Winston Salem, NC 27103



9590 9402 8789 4005 7079 20

2. Article Number (Transfer from service label)

9589 0710 5270 2456 7109 81

PS Form 3811, July 2020 PSN 7530-02-000-9003

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery
JESSICA Lopez 4/4/25
- D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type
- ☐ Priority Mail Express®
 - ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Insured Mail
 - ☐ Registered Mail
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation®
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service®
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at usps.com

Official Use

Official Mail Fee \$0.00

With Services & Fees, please use the appropriate

Delivery Service Selection

Delivery Restricted Services

Delivery Restricted Delivery

Adult Signature Required

Adult Signature Restricted Delivery

Postage and Fees

Postage and Fees

Postage and Fees

Postage and Fees

Postage and Fees

Postage and Fees

Postage and Fees

Postage and Fees

Postage and Fees

Postage and Fees

9589 0710 5270 2456 7109 81

Lois Stokes

1315 Westbrook Plaza Drive, Suite 100

Winston Salem, NC 27103

Postage and Fees

Postage and Fees

Postage and Fees

Postage and Fees

Postage and Fees

Postage and Fees

Postage and Fees

Postage and Fees

ALERT: IMPACTS OF SEVERE WEATHER IN THE SOUTHERN PLAINS AND LOWER MISSISSIPPI...

USPS Tracking®

FAQs >

Tracking Number:

Remove X

9589071052702456719489

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to an individual at the address at 8:01 am on April 8, 2025 in TULSA, OK 74103.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

TULSA, OK 74103

April 8, 2025, 8:01 am

[See All Tracking History](#)

Feedback

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (<https://faq.usps.com/s/article/Where-is-my-package>)

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Track Another Package



94

Respond to: Joshua-William: Ovalle
c/o 8866 Ross Hill Road
Near Fort Mill, without South Carolina [29707]

BOKE, N.A. (Creditor)
Kevin Ted Brown (Attorney)
STATE OF SOUTH CAROLINA
JUDICIAL CIRCUIT 6, LANCASTER COUNTY COURTHOUSE
(Plaintiff/Respondents)
V
JOSHUA WILLIAM OVALLE (Defendant/Principal Debtor)
Joshua-William: Ovalle (Implied Surety/Heir/Beneficiary)
(Demandants)

Case Number 2025CP2900797

Done on this seventh day, seventh month, in the year of Our Lord two thousand twenty-five, and of the Independence of the United States, two hundred forty-nine.

PLEA IN ABATEMENT, NOTICE OF LIABILITY AND PRAECIPE

In the matter of: Unlawful and invalid *Persona Designata*, JOSHUA WILLIAM OVALLE, (*Nom de Guerre*), (*Ens Legis*), fictitious conveyance of language, wrongful conversion, mail fraud, false and misleading representations; [Cf. 18 usc 1001, 15 usc 1692(e), 15 usc 70(a), 18 usc 242] be it Known and by All to Whom These Presents Come and May Concern:

NOTICE

The use of UNITED STATES Codes serves to inform the court, as a gesture of Good Faith, of the potential violations and penalties, as they relate to commerce, that the Respondents may be subject to should this matter continue in Bar.

That the Beneficiary is visiting this court, via this formal response, for preservation and expression of His inalienable rights, and shall not be construed as; an acceptance of jurisdiction under admiralty or maritime Law, a waiver of any rights afforded by the original written Constitution of the United States, hereinafter "Constitution", and/or a waiver of equitable relief afforded by the principles and maxims of Equity Jurisprudence.

That the Beneficiary formally challenges all Presumptions, as they are by definition a presumption, and have no standing or merit in presentable or material fact, with emphasis on the following as they relate to this Abatement; The Presumption of Immunity, the Presumption of Summons, and the Presumption of Incompetence.

INTRODUCTION

"No suit can be brought to enforce a fraud."

This is a Plea In Abatement, issued by common right, pursuant to common law rules applicable to such case(s) against BOKF, N.A. (agent), Kevin Ted Brown (agent), STATE OF SOUTH CAROLINA (agency), JUDICIAL CIRCUIT 6, LANCASTER COUNTY COURTHOUSE (agency), hereinafter

"Respondents", acting Alien Enemy agents/agencies of a statutorily created, foreign *de facto* corporation known as the UNITED STATES OF AMERICA. Said agents/agencies are; 1) imposing a suretyship upon this Good and Lawful private living man, Joshua-William of the family Ovalle, Implied Surety, Heir/Beneficiary, also a non-U.S. Citizen, non-resident, non-Person, hereinafter "Beneficiary", 2) inducing Injury by attaching an illegally presumed *Persona Designata, Nom de Guerre, Ens Legis*, created by said corporation as JOSHUA WILLIAM OVALLE, Principal Debtor, hereinafter "Principal", 3) using false and misleading representation, and fictitious conveyance of language, to create presumptions, and facilitate the claim against the Beneficiary as the primary and sole "Defendant" of this matter while, 4) omitting the Principal, which is in fact a party in interest, which is grounds for a Non-Joinder.

PLEA IN ABATEMENT TO THE BILL

"No man can serve two masters: for either he will hate the one, and love the other; or else he will hold to the one, and despise the other. Ye cannot serve God and mammon." – Matthew 6:17 KJV

Admiralty and Maritime Jurisdiction

Whereas, as a Private American and National of the Union member state of South Carolina, Beneficiary is not subject to the Trading with the Enemy Act (TWEA) of 1917, as amended by the Emergency Banking Relief Act of 1933;

And whereas the Beneficiary is not an "Enemy" or "Ally of Enemy", as defined in the Trading with the Enemy Act of 1917, or taking part in any "Acts prohibited" that authorizes any "Alien Property Custodian" to "...hold, administer, and account for...any money or other property...belonging to an enemy, or ally of enemy...", or Lawfully subject to the "military and naval" jurisdiction thereof.

And whereas the Emergency Banking Act of 1933 (H.R. 1491) served to "provide relief in the existing national emergency in banking, and for other purposes." And "That the Congress hereby declares that a serious emergency exists...". And further, that "the Secretary of the Treasury, with the approval of the President, is authorized and empowered..." to issue the Federal Reserve bank notes still in circulation.

And whereas, "Congress," in the Preamble of Congressional Report No. 93-549, issued November 19, 1973, stated "Since March 9, 1933, the United States has been in a state of declared national emergency ... A majority of the people of the United States have lived all their lives under emergency rule ... And, in the United States, actions taken by the Government in time of great crisis have - from at least, the Civil War - in important ways, shaped the present phenomenon of a permanent state of national emergency";

And whereas, according to The Supreme Court, "Congress" has made little or no distinction between a "state of national emergency," and "a state of war";

And whereas, according to the Law of Nations, "the most immediate effect of a state of war is that it activates the Law of War itself." And according to the Law of War, "martial law is obtained during a state of war and in truth and reality, is no law at all";

And whereas, King Charles the First, in The Petition of Right of June 7, 1628, acknowledged that martial law is repugnant to common law, and is revoked and annulled forever in accordance with law of the land in The Great Charter of the Liberties of England and America;

Now therefore, any proceeding to the contrary violates the established customs and usages, threatens the peace and safety of the people in their Dominions, is an invasion upon the people and their Law and is a trespass against This Good and Lawful Man.

Persona Designata and Non-Joinder

Whereas the Beneficiary is Not a ward, lunatic, deceased, or lost at sea, but instead, the Beneficiary is a sentient living man, of the age of majority, and legally competent.

Whereas the original petition does not present the Principal Debtor, JOSHUA WILLIAM OVALLE, as a party to this transaction, and that that "person", *Nom de Guerre, Ens Legis*, in that capacity, is a necessary and indispensable party to this action.

Whereas Equity regards the omission of the Principal Debtor, "or any other party who should be before the court", as grounds for a Non-Joinder.

Whereas the unlawful attachment of Joshua-William of the family Ovalle, Implied Surety/Beneficiary of the *Nom de Guerre, Ens Legis*, JOSHUA WILLIAM OVALLE, the Principal Debtor/Defendant implicates the nature of this case being one of Suretyship.

"The jurisdiction of equity in cases of suretyship is of ancient origin, firmly established, and universally recognized." (John Norton Pomeroy, *Equity Jurisprudence*)

Master-in-Equity

Whereas all judicial power extending to all Cases, in Law and Equity, arise under the Constitution, Article III, which affords the supreme court and appellate court original jurisdiction, and vests in such inferior Courts during good behavior.

Whereas according to Erwin Chemerinsky, *Federal Jurisdiction*, "Equity jurisdiction...is vested in the Article III courts..." and "...may not be exercised by non-Article III judges without the parties' consent."

Whereas in the "ORDER OF REFERENCE" which was electronically filed in the above referenced court on "2025 Jul 08", it shows William Conner Tindal referred as the "Special Referee for Lancaster County".

Whereas in the case of a vacancy in the office of Master-in-Equity, the court may appoint a "Special Referee" only upon the Agreement of the parties.

"A judicial act outside of the Judge's authority is null and void."

Due Process

Whereas it is firmly established in the Constitution that in suits "where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved..."

Whereas the Presumption of the "Waiver" of "Jury Trial of Right", along with the language implicating "(Non-Jury)" recorded on the "SUMMONS" and "COMPLAINT" of the referenced petition, runs contrary to the Constitution.

Whereas violating the Beneficiary's Constitutional Rights at Law threatens dissolution upon the court's charter, and in Equity, a trust arises, affording the Judge the role of executor, while the opposing officials act as trustee and/or beneficiary and, by operation of due process, violates the Law on the requirements for an impartial tribunal, and runs contrary to the foundational maxims of Equity.

"No Person Bound to Act for Another in any Matter can, as to that Matter, Act for Himself"

Equitable Interest

Whereas the Creditor has no Equitable Estate in the land and is simply a Creditor holding a lien, not a right of ownership, upon the mortgaged premises, as a security for its debt.

"Equity Regards the Beneficiary as the Real Owner."

SHOW CAUSE

"Where the law requires any one to show cause the cause must be just and legal"

Whereas as all government entities and alleged private corporations must be a creature of the American Constitution, this is a formal Request and Command for the LANCASTER COUNTY COURTHOUSE, or any representing officials thereof, to produce for the record, on the record, and let the record show the Legislative Act that created your Chain of Authority under the perpetual Union member state of South Carolina to enforce law, codes, and policy over my *de jure*, as Proof of Jurisdiction, as required by Law, per Article III, Section I of the United States Republic Constitution. Take Notice that a *de facto* basis for powers of authority is not sufficient in this matter.

Due to the potential infringement on the Beneficiary's Equitable Rights, Interest, and His demand for Equitable Remedies only cognizable through the conscience of Equity, this is a formal Request and Command for the Respondents to guarantee the appointment of a "Master-in-Equity" to act in capacity of judge in this matter, as extended to the states via Article III, Section II of the Constitution, or show cause why a Master-in-Equity should not be appointed. Take Notice that in case of a vacancy in the office of Master-in-Equity, the Beneficiary does NOT AGREE to the appointment of a "special referee" at Law.

Due to the imposition of Suretyship upon the Beneficiary, and coercion, misrepresentation, and non-disclosure via invalid *Persona Designata*, which consequently subjects Him to the admiralty and/or maritime jurisdiction thereof, this is a formal Request and Command for the Attorney to 1) show Just and Legal cause of this unlawful attachment, 2) acknowledge the separation of the fictional "person" and sentient living man by using the designations of "Principal" and "Beneficiary", respectively, and 3) to present the intended use, responsibilities, and liabilities of both the Principal and the Beneficiary as it pertains to this petition.

Whereas the Creditor's complaint to foreclose and sell the property implies that they have Absolute Title on the property in question, with no mention of returning the bank credits owed to the Beneficiary, this is a formal Request and Command for the Creditor to show cause that 1) they have the highest interest, Legal and Equitable, in the property in question and 2) to clarify whether this suit is one of possession or an alleged debt owed.

"It is manifestly impossible for a Court to do full justice in a given case, unless the proper parties are before the Court in that particular case ... this deficiency of proper parties is termed *non-joinder*." (Henry Gibson's, *Suits in Chancery*)

ORDERING CLAUSE

Said Respondents shall Abate the matter of imposing suretyship upon Joshua-William: Ovalle, through unlawful attachment to a *Persona Designata*, JOSHUA WILLIAM OVALLE, *Nom de Guerre, Ens Legis*, within twenty-one (21) calendar days of the ordering of this Plea In Abatement, or show cause why the Abatement should not lie. Any and all written response must include a detailed factual statement and supporting documentation, having standing in Law. If more time than twenty-one (21) calendar days is needed to respond, it may be granted in written request to the Beneficiary. Failure to obey this order or failure to respond in the time prescribed, herein, will result in Bar in Prosecution due to Laches, Estoppel, and/or Acquiescence, Dismissal with Prejudice, and *Nemo debet bis vexari pro una et eadem Causa*, and will subject Respondent(s) to Civil liabilities and Criminal investigation ordered by the attached Plea, Bill, or Petition directly with the state legislature for emoluments violations pursuant to 'The Law of Nations', 'The Law of War', and the 'SOUTH CAROLINA Bill of

Rights' and the *lex non scripta* in this state:

The court shall take judicial notice of any facts fatal to jurisdiction and Abate this matter should jurisdiction be found lacking. That if the court refuses to appointment of a Master-in-Equity, that this Abatement should be expressed as a Removal, to be Deposited into the Supreme Court or the court of appeals, where an appropriate Equitable Remedy may be decided.

The Beneficiary expressly reserves the right to present additional evidence to amend this pleading at a later date, in order to assert matters which may become apparent during the course of discovery.

CONCLUSION

"Equity Regards that as Done which Ought to be Done."

This imposition is without authority, is counter to public morals, being in the Nature of an unlawful "Warrant" which is outlawed by the General custom in this state and, thus, is in violation of my Inalienable rights to Life, Liberty, and [the quiet enjoyment of] Property, afforded by the Constitution, the Constitution of South Carolina, the *lex non scripta*, which is the *jus publicum* in this state.

This Abatement serves as a formal challenge of the doctrine of *Idem Sonans*, to-wit, the court must provide the benefit of the doubt to the petitioner in abatement cases. Misnomer or misdescription of a party defendant is grounds for abatement, applicable to both Equity and Law cases. Given the intent of non-joinder of the Principal, as it applies to this imposition, the Violations of full disclosure to the Beneficiary, and that the petition does not guarantee civilian due process, I order the abatement of these military jurisdiction proceedings.

The Beneficiary releases and discharges the court from all military obligations, indemnifies officers for not giving military process, and attaches unlimited liability to their personal property until this abatement is executed.

This Plea in Abatement is not a plea in bar and can only be resolved by abatement, making the instrument void. The Beneficiary is not arguing the merits at Law but rather praying for relief under the grace of Equity.

Wherefore the Beneficiary prays the judgement of the court whether he shall answer further.

"When the foundation is removed the superstructure falls."

**NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT**

AFFIRMATION

Public notice of this Plea in Abatement is recorded at the LANCASTER COUNTY COURTHOUSE, State of SOUTH CAROLINA for all the world to Witness.

I solemnly affirm and declare under penalty of perjury under the Laws of the united states of America and under the laws of South Carolina that the foregoing is true and correct, and that I am physically located outside the geographic boundaries of the United States, Puerto Rico, and the United States Virgin Islands, and any territory or insular possession subject to the jurisdiction of the United States. Signed by voluntary act of My Own Hand on this twenty-third day, seventh month, in the year of Our Lord two thousand twenty-five, and of the Independence of the United States, two hundred forty-nine.

Joshua William Ovalle, LS

Joshua William Ovalle, in *Propria Persona*, *Sui Juris*
as Implied Surety, Heir/Beneficiary of
JOSHUA WILLIAM OVALLE, PRINCIPAL DEBTOR
All Rights Reserved, Without Prejudice

In Witness whereof, we the below signed Witnesses affirm and declare this instrument as the Plea in Abatement, Notice of Liability and Praeceptum, before Almighty God and man, and at the Beneficiary's request and in the Beneficiary's sight and presence, and in the sight and presence of each other, do hereby subscribe our names as witnesses on this twenty-third day, seventh month, in the year of Our Lord two thousand twenty-five, and of the Independence of the United States, two hundred forty-nine.

Executed without the UNITED STATES, We declare under penalty of perjury under the laws of the united states of America that the foregoing is true and correct, except to the matters which are therein stated on My information and belief, and as to those matters, I believe them to be true. Without Prejudice.

Sealed by the voluntary act of Our Own Hand on this twenty-third day, seventh month, in the year of Our Lord two thousand twenty-five, and of the Independence of the United States two hundred forty-nine.

Santos: Steven-Gabriel

Witness: Santos: Steven-Gabriel
City: Fort Mill
State: South Carolina

Ortiz: Mateo-Austin

Witness: Ortiz: Mateo-Austin
City: Rock Hill
State: South Carolina

Certificate of Service

On July 24, 2025, I served upon the following parties this Plea in Abatement, Notice of Liability and Praecipe to settle the claimed debt owed on LANCASTER COUNTY COURTHOUSE Case Number 2025CP2900797. All related paperwork delivered via USPS certified mail No. 9589 0710 5270 1681 9555 32 for record filing to:

LANCASTER COUNTY COURTHOUSE

ATTN: Mike Watkins, Clerk of Court
104 North Main Street
Lancaster, SC 29721

CC:

BROCK & SCOTT, PLLC

Kevin Ted Brown
3800 Fernandina Road, Suite 110
Columbia, SC 29210

William C. Tindal
312 North Main Street
Lancaster, SC 29721

LANCASTER COUNTY COURTHOUSE

ATTN: Judges' Chambers
104 North Main Street
Lancaster, SC 29721

Service by and Respond to:

Joshua-William: Ovalle, Grantor/Heir/Beneficiary
c/o 8866 Ross Hill Road
Near Fort Mill, South Carolina [29707]


Joshua-William: Ovalle, Implied Surety, Heir/Beneficiary

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

William C. Trudel, Special Referee
312 North Main Street
Lancaster, SC 29721



9590 9402 6852 1060 0320 29

2. Article Number (Transfer from service label)

9589 0710 5270 1681 9555 25

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

J. B. Gail

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

J. B. Gail

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Mail Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com™

Lancaster, SC 29721

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee amounts)

☐ Return Receipt (hardcopy) \$11.00☐ Return Receipt (electronic) \$0.00☐ Certified Mail Restricted Delivery \$0.00☐ Adult Signature Requested \$0.00☐ Adult Signature Restricted Delivery \$0.00

Postage \$1.07

Total Postage and Fees \$10.77

0935

15

Postmark
Here

07/24/2025

Sent To

William C. Trudel
Special Referee, 1st, 12 PO Box 160
312 North Main Street
City, State, ZIP+4®
Lancaster, SC 29721

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1681 9555 25

ALERT: HURRICANE ERIN IN THE CARIBBEAN REGION AND THE CAROLINAS IN THE U.S. MA...

USPS Tracking®

FAQs >

Tracking Number:

Remove X

9589071052701681955525

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item has been delivered and is available at a PO Box at 12:10 pm on July 31, 2025 in LANCASTER, SC 29720.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, PO Box

LANCASTER, SC 29720

July 31, 2025, 12:10 pm

[See All Tracking History](#)[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (<https://faq.usps.com/s/article/Where-is-my-package>)

Feedback

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

[Track Another Package](#)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Brock & Scott, PLLC
 Attn: Kevin Ted Brown
 3900 Fernandina Road, Suite 110
 Columbia, SC 29210



9590 9402 6852 1060 0320 36

2. Article Number (Transfer from service label)

9589 0710 5270 1681 9555 18

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*☒ Agent☐ Addressee

B. Received by (Printed Name)

MARCEL J. CHAPMAN

C. Date of Delivery

7-24-2021

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Full Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com.
 Columbia, SC 29210

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fees)

☐ Return Receipt (hardcopy) \$0.00☐ Return Receipt (electronic) \$0.00☐ Certified Mail Restricted Delivery \$0.00☐ Adult Signature Required \$0.00☐ Adult Signature Restricted Delivery \$0.00

Postage \$1.07

Total Postage and Fees \$10.77

0935
15Postmark
Here

07/24/2025

Sent To

Kevin Ted Brown

Street and Apt. No., or PO Box No.

3900 Fernandina Road, Suite 110

City, State, ZIP+4®

Columbia, SC 29210

PS Form 3800, January 2023

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>Lancaster County Courthouse Attn: Judges' Chambers 104 North Main Street Lancaster, SC 29721</p>		<p>A. Signature X <i>[Signature]</i> ☐ Agent ☐ Addressee</p> <p>B. Received by (Printed Name) <i>Vickie Porter</i></p> <p>C. Date of Delivery <i>7/29/25</i></p> <p>D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No</p>	
<p>2. Article Number (Transfer from service label)</p> <p>9589 0710 5270 1681 9555 49</p>		<p>3. Service Type</p> <p>☐ Adult Signature ☐ Priority Mail Express®</p> <p>☐ Adult Signature Restricted Delivery ☐ Registered Mail™</p> <p>☒ Certified Mail® ☐ Registered Mail Restricted Delivery</p> <p>☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™</p> <p>☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery</p> <p>☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery</p> <p>☐ All Restricted Delivery</p>	

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

9589 0710 5270 1681 9555 49

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®	
Lancaster, SC 29720	
Certified Mail Fee \$5.30	0935 15
Extra Services & Fees (check box, add fee)	
☐ Return Receipt (hardcopy) \$0.00	
☐ Return Receipt (electronic) \$0.00	
☐ Certified Mail Restricted Delivery \$0.00	
☐ Adult Signature Request \$0.00	
☐ Adult Signature Restricted Delivery \$0.00	
Postage \$1.07	Postmark Here
Total Postage and Fees \$10.77	07/24/2025
Sent To Lancaster County Courthouse	
Street and Apt. No., or PO Box No. 104 North Main Street	
City, State, ZIP+4® Lancaster, SC 29721	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

108

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature ☒ <i>Mike Watkins</i> ☐ Agent ☐ Addressee	
1. Article Addressed to: Lancaster County Courthouse ATTN: Mike Watkins 104 North Main Street Lancaster, SC 29721		B. Received by (Printed Name)	C. Date of Delivery
2. Article Number (Transfer from service label) 9590 9402 6852 1060 0320 12		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
2. Article Number (Transfer from service label) 9589 0710 5270 1681 9555 32		☐ Restricted Delivery	

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

9589 0710 5270 1681 9555 32

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com
 Lancaster, SC 29720

Certified Mail Fee \$5.30 Postage \$1.07 Total Postage and Fees \$6.37	Extra Services & Fees (check box, add fee) ☐ Return Receipt (hardcopy) \$0.00 ☐ Return Receipt (electronic) \$0.00 ☐ Certified Mail Restricted Delivery \$0.00 ☐ Adult Signature Required \$0.00 ☐ Adult Signature Restricted Delivery \$0.00
---	--

0935
 15
 Postmark
 Here
 07/24/2025

Sent To: *Mike Watkins*
 Street and Apt. No., or PO Box No.: *104 North Main Street*
 City, State, ZIP+4®: *Lancaster, SC 29721*

PS Form 3800, January 2023 PSN 7530-02-000-9053 See Reverse for Instructions

USPS Tracking®

[FAQs >](#)

Tracking Number:

[Remove X](#)**9589071052701681955532**[Copy](#)[Add to Informed Delivery \(https://informedelivery.usps.com/\)](https://informedelivery.usps.com/)

Latest Update

Your item was picked up at the post office at 8:29 am on July 28, 2025 in LANCASTER, SC 29720.

[Get More Out of USPS Tracking:](#)[USPS Tracking Plus®](#)

Delivered

Delivered, Individual Picked Up at Post Office

LANCASTER, SC 29720

July 28, 2025, 8:29 am

[See All Tracking History](#)

Feedback

[What Do USPS Tracking Statuses Mean? \(https://faq.usps.com/s/article/Where-is-my-package\)](https://faq.usps.com/s/article/Where-is-my-package)[Text & Email Updates](#)[USPS Tracking Plus®](#)[Product Information](#)[See Less ^](#)[Track Another Package](#)

107

Defendant 7

COPY

From the Desk of: Joshua-William: Ovalle, BENE

BOKF, N.A. (Creditor/Plaintiff)
Kevin T Brown (Attorney)
V
JOSHUA WILLIAM OVALLE (Defendant/Principal Debtor)
Joshua-William: Ovalle (Implied Surety/Heir/Beneficiary)

FILED
OFFICE OF
CLERK OF COURT
2025 AUG 27 P 2:35
CLERK OF COURT
LANCASTER, SC

Case Number 2025-CP-29-00797

ATTN: William C. Tindal, Special Referee
c/o 312 North Main Street
Lancaster, SC 29720

NOTICE OF SPECIAL VISITATION, NOTICE OF EQUITABLE SUBROGATION AND SUBSTITUTION

COMING NOW in peace, as a competent, Private living man of GOD and national of the state of South Carolina, by the given name Joshua-William of the Family Ovalle, Implied Surety, Heir, Beneficiary, and True Party of Interest, hereinafter "Surety", of the *Ens Legis*, Principal Debtor, Defendant JOSHUA WILLIAM OVALLE, hereinafter "Principal". This serving as actual notice, the Surety attends the scheduled court communication set for the 2nd day of September, 2025 at 10:00 AM at the intended location of 312 North Main Street Lancaster, SC 29720, by special divine visitation only. The Surety does not intend to make a Plea and is instead here under the common law of the land, reserving all His rights, and seeking to settle this matter amicably.

Failure to Respond

TAKE NOTICE that the Court, and the below referenced officials thereof, and the "Plaintiff", and "Attorney" thereof, has failed to respond to and show cause for, the injury imposed on the Surety, as expressed in the Plea in Abatement and Notice of Liability and Praecipe, hereinafter "Abatement", that was filed in LANCASTER COUNTY COURTHOUSE on or about the 28th day of July, 2025, and served to the parties listed below;

- Mike Watkins (Clerk of Court) – picked up and signed for on July 28, 2025
- Kevin T. Brown (Attorney) – delivered and signed for on July 29, 2025
- Judges' Chambers – delivered and signed for on July 29, 2025
- William C. Tindal (Special Referee) – delivered and signed for on July 31, 2025

"The jurisdiction of a court over the subject matter of a proceeding is determined by the Constitution, the laws of the state, and is fundamental. Lack of subject matter jurisdiction may not be waived, even by consent of the parties, and should be taken notice of by this Court." See *Anderson v Anderson*, 299 S.C. 110, 115, 382 S.E.2d 897(1989)

"Our case law is clear that a judge's erroneous assumption of jurisdiction, be it an explicit finding of jurisdiction or assumed jurisdiction, may be raised at any time..." See *State v. Oxner*, 391 S.C. 132, 705 S.E.2d 51 (S.C. 2011)

(Included Postmaster Exhibits attached herein)

SPECIAL VISITATION

TAKE NOTICE that the Surety does not recognize your allegations of "Default", nor is He waiving any rights ordained by GOD or afforded by the original written Constitution of the United States, nor is He accepting jurisdiction under admiralty or maritime Law, nor is He waiving any equitable relief afforded by the principles and maxims of Equity Jurisprudence.

"Equity Acts in Personam"

EQUITABLE SUBROGATION AND SUBSTITUTION

TAKE NOTICE that the Surety has served a reasonable number of Notices, in Good Faith, to the Creditor, and the "Attorney" thereof, expressing His status, the injury that they are imposing, and the Equitable remedies available and well established in cases of Suretyship. Listed below for your convenience:

- November 19, 2024 – Notice of Subrogation and tendered Special Deposit delivered and signed for, recipient BOKF
- November 27, 2024 – 2nd Notice/Opportunity to Cure delivered, recipient BOKF
- January 13, 2025 – Notice of Default delivered and signed for, recipient BOKF
- April 04, 2025 – Notice of Intent Packet delivered and signed for, recipient BROCK & SCOTT, PLLC

Equitable subrogation is appropriate where: "(1) Payment [was] made by the subrogee to protect his own interest. (2) The subrogee [has] not...acted as a volunteer. (3) The debt paid [was] one for which the subrogee was not primarily liable. (4) The entire debt [has] been paid. (5) Subrogation [would] not work any injustice to the rights of others." See *HAN v. U.S.*, 944 F.2d 526, 529 (Sep 11, 1991); *United Carolina Bank v. Caroprop, Ltd.*, 316 S.C. 1, 446 S.E.2d 415 (Ct. App. 1994)

ORDER

NOW, the Surety hereby orders the "Plaintiff", and "Attorney" thereof, to produce, for the record, the Original signed charging instrument(s) by and/or with the Original Creditor, to include the "Mortgage" (Security) and the "Promissory Note" (Asset), and the full ledger of accounting regarding all transactions by and/or with the Creditor party to this matter, and the Principal for examination.

PRAYER

On the record, for the record, and let the record show that the Surety grants His name, by special deposit, to the court for future return on His interests, respectfully declines to contract via the above referenced case number and all alleged debt associated with the Principal, and instead invokes His right to Equitable Subrogation and Substitution, to wit, Contribution and/or Exoneration would be just remedy. The Surety demands that the opposing party(s) settle all accounts in commerce and cease all future presentments, to be satisfied by the above Special Deposit tendered, and release the matter in Good Faith.

Exoneration is appropriate when, "a creditor does any act affecting the surety, or if he omits to do any act of duty which he is required to do by the surety, or otherwise bound to do, and that act or omission may prove injurious to the surety; or if a creditor enters into

any stipulations with the debtor, unknown to the surety, and inconsistent with the terms of the original contract..." (Henry Gibson's, *Suits in Chancery*)

CONCLUSION

Despite reasonable opportunities and Notices served to the "Plaintiff", and "Attorney thereof via USPS certified mail, regarding the need for remedy, the "Plaintiff" has not attempted to rectify the injury or taken the necessary corrective action but instead seeks to further injure the Surety by way of clogging Constitutional Rights and Equitable Remedies afforded to Him.

For the party's failure, refusal, or neglect to, in Good Faith, respond to said Plea and Notices, the parties thereby acquiesce and tacitly agree with all claims, terms, conditions and stipulations set forth within the Abatement.

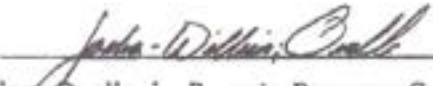
Wherefore the Surety prays the judgement of the court whether he shall answer further.

"As men live by their labor and property, no man is presumed to part with either without receiving or expecting an equivalent in value." (Henry Gibson's, *Suits in Chancery*)

AFFIRMATION

Public notice of this Notice of Special Visitation and Notice of Equitable Subrogation and Substitution is recorded at the LANCASTER COUNTY COURTHOUSE, State of SOUTH CAROLINA for all the world to Witness.

I solemnly affirm under penalty of perjury under the Laws of the united states of America and under the laws of South Carolina that the foregoing is true and correct. Signed by voluntary act of My Own Hand on this twenty-fourth day, eighth month, in the year of Our Lord two thousand twenty-five, and of the Independence of the United States, two hundred forty-nine.

 , LS

Joshua William Ovalle, in *Propria Persona*, *Sui Juris*
as Implied Surety, Heir. Beneficiary of
JOSHUA WILLIAM OVALLE, PRINCIPAL DEBTOR
All Rights Reserved, Without Prejudice

Certificate of Service

On August 25, 2025, I served upon the following parties this Notice of Special Visitation and Notice of Equitable Subrogation and Substitution to settle the claimed debt owed on Case Number **2025CP2900797**. All related paperwork delivered via USPS certified mail No. **9589 0710 5270 1681 9310 31** for record filing to:

LANCASTER COUNTY COURTHOUSE

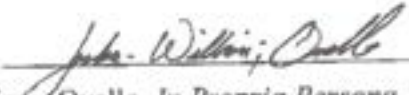
ATTN: Mike Watkins, Clerk of Court
104 North Main Street
Lancaster, SC 29720

CC:

ATTN: William C. Tindal
312 North Main Street
Lancaster, SC 29720

BROCK & SCOTT, PLLC
ATTN: Kevin Ted Brown
3800 Fernandina Road, Suite 110
Columbia, SC 29210

Service By and Respond To:
Joshua-William: Ovalle, BENE
c/o 8866 Ross Hill Road
near Fort Mill, South Carolina [29707]

 , LS
Joshua-William: Ovalle, *In Propria Persona, Sui Juris*
as Implied Surety/Heir/Beneficiary of
JOSHUA WILLIAM OVALLE, Principal Debtor
All Rights Reserved, Without Prejudice

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Lancaster County Courthouse
ATTN: Mike Watkins
104 North Main Street
Lancaster, SC 29720



9590 9402 9585 5121 8263 38

2. Article Number (Transfer from service label)

9589 0710 5270 1681 9310 31

PS Form 3811, July 2020 PSN 7530-02-000-9033

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent
☐ Addressee

B. Received by (Printed Name)

Wayne Baker

C. Date of Delivery

8/27/20

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail®
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

9589 0710 5270 1681 9310 31

OFFICIAL USE

Certified Mail Fee \$5.00

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$3.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$11.50

Total Postage and Fees \$16.50

Sent To
Mike Watkins
104 North Main Street
Lancaster, SC 29720

PS Form 3800, January 2023 PSN 7530-02-000-9033 See Reverse for Instructions

ALERT: IMPACTS OF SEVERE WEATHER IN THE SOUTHERN PLAINS AND LOWER MISSISSIPPI...

USPS Tracking®

FAQs >

Tracking Number:

Remove X

9589071052701681931017

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to an individual at the address at 11:32 am on August 29, 2025 in COLUMBIA, SC 29210.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

COLUMBIA, SC 29210

August 29, 2025, 11:32 am

[See All Tracking History](#)

Feedback

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (<https://faq.usps.com/s/article/Where-is-my-package>)

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

[Track Another Package](#)

ALERT: IMPACTS OF SEVERE WEATHER IN THE SOUTHERN PLAINS AND LOWER MISSISSIPPI...

USPS Tracking®

FAQs >

Tracking Number:

Remove X

9589071052701681931024

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was picked up at the post office at 11:19 am on August 28, 2025 in LANCASTER, SC 29720.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Individual Picked Up at Post Office

LANCASTER, SC 29720

August 28, 2025, 11:19 am

[See All Tracking History](#)

Feedback

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (<https://faq.usps.com/s/article/Where-is-my-package>)

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

[Track Another Package](#)

114

NOTE

December 28, 2020
[Date]

Fort Mill,
[City]

South Carolina
[State]

8866 Ross Hill Road, Fort Mill, SC 29707
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$261,250.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Thrive Mortgage, LLC, a Limited Liability Company.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 2.250 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on February 1, 2021.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on January 1, 2061, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 4819 Williams Drive
Georgetown, TX 78633

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$998.62.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any

115

LOAN # [REDACTED]

sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which



116

LOAN #:

Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


JOSHUA O'VALLE (Seal)

Lender: Thrive Mortgage, LLC
NMLS ID: 268552
Loan Originator: Sharie Favors
NMLS ID: 111500

[Sign Original Only]

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3200 1/01
Page 3 of 3
Ella Mae, Inc.
Lender NMLS ID# 268552

F3200NOT 0107
F3200NOT (CLS)
12/25/2020 12:44 PM PST



1

ALLONGE TO NOTE

cert

LOAN NUMBER: [REDACTED]

ALLONGE TO NOTE DATED: 12/29/2020

ORIGINAL LOAN AMOUNT: \$ 261,250.00

PROPERTY ADDRESS: 8866 Ross Hill Road, Fort Mill SC 29707

IN FAVOR OF: THRIVE MORTGAGE, LLC, A LIMITED LIABILITY COMPANY

AND EXECUTED BY: Joshua Ovalle

Without Recourse
Pay to the Order Of:

PAY TO THE ORDER OF

BOKF, N.A.

BOKF, N.A.

Christina G. Frey
Christina G. Frey
Assistant Vice President

WITHOUT RECOURSE

THRIVE MORTGAGE, LLC, A LIMITED LIABILITY COMPANY

BY: *Barbara Jones*

Date: *1-16-2021*

Barbara Jones

Title: President

118

When recorded, return to:
 Thrive Mortgage, LLC
 Attn: Final Document Department
 4819 Williams Drive
 Georgetown, TX 78633

This document was prepared by:
 Corporate
 Thrive Mortgage, LLC
 4819 Williams Dr
 Georgetown, TX 78633
 512-930-7888

LANCASTER COUNTY, SC	
MORTGAGE	
RECORDING FEE	\$25.00
STATE TAX	\$0.00
COUNTY TAX	\$0.00
PRESENTED & RECORDED	
12-30-2020	01:09:14 PM
BRITTANY GRANT	
REGISTER OF DEEDS	
LANCASTER, COUNTY SC	
By: TERRY PARSONS	
RE: MORT 4248	PO: 253-269

Title Order No.: 20-423

LOAN #

[Space Above This Line For Recording Data]

MORTGAGE

MIN
 MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **December 29, 2020**, together with all Riders to this document.

(B) "Borrower" is **JOSHUA OVALLE, UNMARRIED MAN**

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, Michigan 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is **Thrive Mortgage, LLC**.

Lender is a **Limited Liability Company**,
 Texas.
 Georgetown, TX 78633

organized and existing under the laws of
 Lender's address is **4819 Williams Drive**,

(E) "Note" means the promissory note signed by Borrower and dated **December 29, 2020**. The Note states that Borrower owes Lender **TWO HUNDRED SIXTY ONE THOUSAND TWO HUNDRED FIFTY AND NO/100** Dollars (U.S. **\$261,250.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **January 1, 2051**.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|--|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☐ Balloon Rider | ☐ Planned Unit Development Rider | ☒ Other(s) (specify) |
| ☐ 1-4 Family Rider | ☐ Biweekly Payment Rider | Manufactured Home Rider |
| ☐ V.A. Rider | | |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

LOAN #: [REDACTED]

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the County [Type of Recording Jurisdiction] of Lancaster

[Name of Recording Jurisdiction]

All that certain piece, parcel or lot of land lying, being and situate in the State of South Carolina, County of Lancaster, being designated as Lot 2, containing 1.642 acres, more or less, as shown on a plat of property of M.R. Ross by J.C. Crumpler dated September 1996 and being shown in Plat #96-234, in the Office of the Clerk of Court for York County, South Carolina, to which plat reference is made for a more particular description as to metes and bounds.

APN #: 0011-00-015.00

which currently has the address of 8866 Ross Hill Road, Fort Mill,

[Street] [City]

South Carolina 29707

["Property Address"]:

[Zip Code]

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received

LOAN # [REDACTED]

by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

LOAN #: [REDACTED]

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

LOAN # [REDACTED]

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the

LOAN #: [REDACTED]

mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits

LOAN #: [REDACTED]

under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

125

LOAN # [REDACTED]

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

23. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Homestead Waiver. Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.

25. Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY

LOAN #: [REDACTED]

APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in § 12-37-250 of the South Carolina Code of Laws.

26. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to 150% of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

[Signature] Witness
[Signature] Witness

JOSHUA OVALLE

12-29-20 (Seal)
 DATE

State of SOUTH CAROLINA
 County of LANCASTER yan

The foregoing Instrument was acknowledged before me this Dec 29, 2020 (date)
 by JOSHUA OVALLE (name of person acknowledged).



[Signature]
 Signature of Person Taking Acknowledgement

Rhonda F. Benfield
 Printed Name of Person Taking Acknowledgement

Notary
 Title or Rank

12-31-2025
 My commission expires:

Lender: Thrive Mortgage, LLC
 NMLS ID: 268552
 Loan Originator: Sharie Favors
 NMLS ID: 111500

LOAN #: 

**MANUFACTURED HOME RIDER TO THE MORTGAGE/
DEED OF TRUST/TRUST INDENTURE
OR OTHER SECURITY INSTRUMENT**

This Rider is made this 29th day of December, 2020 and is incorporated into and shall be deemed to amend and supplement the Mortgage/Deed of Trust/Trust Indenture or Other Security Instrument (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **Thrive Mortgage, LLC, a Limited Liability Company**

(the "Note Holder")
of the same date (the "Note") and covering the property described in the Security Instrument and located at **8866 Ross Hill Road, Fort Mill, SC 29707**

(Property Address)

LEGAL DESCRIPTION:

All that certain piece, parcel or lot of land lying, being and situate in the State of South Carolina, County of Lancaster, being designated as Lot 2, containing 1.642 acres, more or less, as shown on a plat of property of M.R. Ross by J.C. Crumpler dated September 1996 and being shown in Plat #96-234, in the Office of the Clerk of Court for York County, South Carolina, to which plat reference is made for a more particular description as to metes and bounds.
APN #: 0011-00-015.00

MODIFICATIONS: In addition to the covenants and agreements made in the Security Instrument, Borrowers and Note Holder further covenant and agree as follows:

A. PROPERTY:

Property, as the term is defined herein, shall also encompass the following manufactured home (the "Manufactured Home"):

New Used * Year 1997 Length 68 Width 27

Manufacturer/Make Horton Homes

Model Name or Model No. 27X683+2BRO

Serial No. H135604GL&R

Serial No.

Serial No.

Serial No.

Certificate of Title Number ☒ No Certificate of Title has been issued.

B. ADDITIONAL COVENANTS OF BORROWER:

(a) Borrower(s) covenant and agree that they will comply with all state and local laws and regulations regarding the affixation of the Manufactured Home to the real property described herein including, but not limited to, surrendering the Certificate of Title (if required) and obtaining the requisite governmental approval and executing any documentation necessary to classify the Manufactured Home as real property under state and local law.

Elle Mae, Inc.
Lender NMLS ID#: 268552

Page 1 of 2

GMHR 1216
GMHL (CLS)
12/29/2020 12:44 PM PST

128

LOAN #: [REDACTED]

- (b) That the Manufactured Home described above shall be, at all times, and for all purposes, permanently affixed to and part of the real property legally described herein.
- (c) Borrower(s) covenant that affixing the Manufactured Home to the real property legally described herein does not violate any zoning laws or other local requirements applicable to manufactured homes and further covenant that the Manufactured Home has been delivered and installed to their satisfaction and is free from all defects.

C. RESPONSIBILITY FOR IMPROVEMENTS:

Note Holder/Lender shall not be responsible for any improvements made or to be made, or for their completion relating to the real property, and shall not in any way be considered a guarantor of performance by any person or party providing or effecting such improvements.

D. INVALID PROVISIONS:

If any provision of this Security Instrument is declared invalid, illegal or unenforceable by a court of competent jurisdiction, then such invalid, illegal or unenforceable provisions shall be severed from this Security Instrument and the remainder enforced as if such invalid, illegal or unenforceable provision is not a part of this Security Instrument.

By signing this, Borrower(s) agree to all of the above.


JOSHUA OVALLE 12-29-20 (Seal)
DATE

THIS INSTRUMENT PREPARED BY:

This document was prepared by:

Corporate

Thrive Mortgage, LLC

4819 Williams Dr

Georgetown, TX 78633

512-930-7888

LOAN #: [REDACTED]

MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

STATE OF SC

COUNTY OF Lancaster

This Manufactured Home Affidavit of Affixation is made this 22nd day of December, 2020 and is incorporated into and shall be deemed to supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower" or "Homeowner") to secure Borrower's Note to Thrive Mortgage, LLC, a Limited Liability Company

("Lender").

Borrower and Lender state that it is their intent that the manufactured home be and remain permanently attached to and part of the real property, and that it be regarded as an immovable fixture thereto and not as personal property.

"Homeowner" being duly sworn, on his, her or their oath state(s) as follows:

1. Homeowner owns the manufactured home ("Home") described as follows:

New _____ Used X Year 1997 Length 68 Width 27

Manufacturer/Make Horton Homes

Model Name or Model No. 27X683+2BRO

Serial No. H135604GL&R

Serial No. _____

Serial No. _____

Serial No. _____

HUD Label Number(s) GEO1000434, GEO1000435

Certificate of Title Number _____

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

LOAN #: 

2. The Home was built in compliance with the federal Manufactured Home Construction and Safety Standards Act.
3. If the Homeowner is the first retail buyer of the Home, Homeowner is in receipt of (i) the manufacturer's warranty for the Home, (ii) the consumer manual for the Home, (iii) the Insulation Disclosure for the Home, and (iv) the formaldehyde health notice for the Home.
4. The Homeowner is in receipt of manufacturer's recommended maintenance program regarding the carpets and manufacturer's warranties covering the heating/cooling system, hot water heater, range, etc.
5. The Home is or will be located at the following "Property Address":
8866 Ross Hill Road, Fort Mill

Lancaster, SC 29707(Street or Route, City)
(County) (State, Zip Code)

6. The legal description of the Property Address ("Land") is typed below or please see attached legal description.
All that certain piece, parcel or lot of land lying, being and situate in the State of South Carolina, County of Lancaster, being designated as Lot 2, containing 1.642 acres, more or less, as shown on a plat of property of M.R. Ross by J.C. Crumpler dated September 1996 and being shown in Plat #96-234, in the Office of the Clerk of Court for York County, South Carolina, to which plat reference is made for a more particular description as to metes and bounds.
7. The Homeowner is the owner of the Land or, if not the owner of the Land, is in possession of the real property pursuant to a lease in recordable form, and the consent of the lessor is attached to this Affidavit.
8. The Home is or shall be anchored to the Land by attachment to a permanent foundation, constructed in accordance with applicable state and local building codes and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty, and permanently connected to appropriate residential utilities (e.g., water, gas, electricity, sewer) ("Permanently Affixed"). The Homeowner intends that the Home be an immoveable fixture and a permanent improvement to the Land.
9. The Home shall be assessed and taxed as an improvement to the Land. The Homeowner understands that if the Lender does not escrow for these taxes, that the Homeowner will be responsible for payment of such taxes.

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

Ellie Mae, Inc.
Lender NMLS ID#: 268552

Page 2 of 5

L00000MNARDU 0815
L00000MNARLU (CLS)
12/21/2020 08:50 AM PST

LOAN #: [REDACTED]

10. The Home is subject to the following security interests (each, a "Security interest"):

Thrive Mortgage, LLC	
Name of Lienholder	Name of Lienholder
Address:	Address:
Original Principal Amount Secured: \$ 261,250.00	Original Principal Amount Secured: \$

11. Homeowner agrees that as of today, or if the Home is not yet located at the Property Address, upon the delivery of the Home to the Property Address:

- (a) All permits required by governmental authorities have been obtained;
- (b) The foundation system for the Home was designed by an engineer to meet the soil conditions of the Land. All foundations are constructed in accordance with applicable state and local building codes, and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty;
- (c) If piers are used for the Home, they will be placed where recommended by the Home manufacturer;
- (d) The wheels, axles, towbar or hitch were removed when the Home was placed on the Property Address; and
- (e) The Home is (i) Permanently Affixed to a foundation, (ii) has the characteristics of site-built housing, and (iii) is part of the Land.

12. If the Homeowner is the owner of the Land, any conveyance or financing of the Home and the Land shall be a single transaction under applicable state law.

13. Other than those disclosed in this Affidavit, the Homeowner is not aware of (i) any other claim, lien or encumbrance affecting the Home, (ii) any facts or information known to the Homeowner that could reasonably affect the validity of the title of the Home or the existence or non-existence of security interests in it.

14. The Homeowner hereby initials one of the following choices, as it applies to title to the Home:

- ☐ A. The Home is not covered by a certificate of title. The original manufacturer's certificate of origin, duly endorsed to the Homeowner, is attached to this Affidavit, or previously was recorded in the real property records of the jurisdiction where the Home is to be located.
- ☐ B. The Home is not covered by a certificate of title. After diligent search and inquiry, the Homeowner is unable to produce the original manufacturer's certificate of origin.
- ☒ C. The manufacturer's certificate of origin and/or certificate of title to the Home ☐ shall be ☒ has been eliminated as required by applicable law.
- ☐ D. The Home shall be covered by a certificate of title.

15. This Affidavit is executed by Homeowner pursuant to applicable state law.

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

Ella Mae, Inc.
Lender NMLS ID#: 268552

Page 3 of 5

L00000MNARDU 0515
L00000MNAPELLU (CLS)
12/21/2020 08:50 AM PST

LOAN #: [REDACTED]

This Affidavit is executed by Homeowner(s) and Lienholder(s) pursuant to applicable state law and shall be recorded in the real property records in the county in which the real property and manufactured home are located.

[Signature]
JOSHUA OVALLE

12-29-20 (Seal)
DATE

State of SOUTH CAROLINA

County of LANCASTER *York*

The foregoing instrument was acknowledged before me this
Dec 29, 2020 (date) by JOSHUA OVALLE (name of person
acknowledged).

[Signature]
Signature of Person Taking Acknowledgement

Rhonda F Benfield
Printed Name of Person Taking

[Signature]
Title or Rank

12-31-2025
My commission expires:



ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

Elle Mae, Inc.
Lender NMLS ID#: 268552

Page 4 of 5

L00000MNARDU 0615
LD0000MNARDU (CLS)
12/21/2020 08:50 AM PST

LOAN #: [REDACTED]

IN WITNESS WHEREOF, Lender, being duly sworn on oath, intends that the Home be and remain Permanently Affixed to the Land and that the Home be an immoveable fixture and not as personal property.

Thrive Mortgage, LLC, a Limited Liability Company

Lender

Kelley Cooper Spencer

By: Authorized Signature

STATE OF: Florida

COUNTY OF: Hillsborough

} SS:
}

On the 21st day of December in the year 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared Kelley Cooper Spencer

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Lee Smith

Notary Signature

Official Seal:



Lee Smith

Notary Printed Name

Notary Public; State of Florida
Qualified in the County of Hillsborough
My Commission expires: 09/15/2023
Provided Driver's License

Notarized online using audio-video communication

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

Elle Mae, Inc.
Lender NMLS ID#: 268552

Page 5 of 5

L00000MNARDU 0815
L00000MNARLU (CLS)
12/21/2020 08:50 AM PST

Exhibit A

All that certain piece, parcel or lot of land lying, being and situate in the State of South Carolina, County of Lancaster, being designated as Lot 2, containing 1.642 acres, more or less, as shown on a plat of property of M.R. Ross by J.C. Crumpler dated September 1996 and being shown in Plat #96-234, in the Office of the Clerk of Court for York County, South Carolina, to which plat reference is made for a more particular description as to metes and bounds.

TMS# 0011-00-015.00

Derivation: This being all or a portion of the property conveyed unto the mortgagors by deed, dated 12/29/20 and recorded contemporaneously herewith in the Clerk of Court for Lancaster County, South Carolina.

File# [REDACTED]

Hyatt Law Firm
1401 Ebenezer Road
Rock Hill, SC 29732

AFFIDAVIT
RECORDING FEES \$10.00
PRESENTED & RECORDED:
08-07-2013 12:18 PM
JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: CANDICE PHILLIPS DEPUTY
BK: DEED 746
PG: 194-196

LANCASTER COUNTY ASSESSOR
Tax Map:
00011 00 015 00

STATE OF SOUTH CAROLINA)
COUNTY OF ^{Lancaster} YORK)

MANUFACTURED HOME
AFFIDAVIT FOR RETIREMENT
OF TITLE CERTIFICATE

- (1) Name of Owner: Joseph Albert Jordan
- (2) Description of Manufactured Home:
Date of Manufacture:
Model Year: 1997 Make: HORT
Width: Length:
Identification Number (VIN): H135604GLR
- (3) Check whichever is applicable:
☒ The above described manufactured home is not subject to a security lien.
☐ The above described manufactured home is subject to a security lien and a separate affidavit, as required by law will be filed naming the secured parties.
- (4) Full legal description of new property to which manufactured home is to be affixed using metes and bounds or reference to recorded plat by book and page. (A separate sheet identified as "Exhibit A" may be attached.)
- (5) Derivation: SEE ATTACHED LEGAL DESCRIPTION
Tax Map Number 0011-00-015.00
Tax Billing Address 1835 Wimbleton Wood Drive
Fort Mill, SC 29708
- (6) The above-described manufactured home is permanently affixed or is to be permanently affixed to the above-described real property and the title certificate is to be retired in accordance with applicable law.
- (7) Check if applicable:
☒ The owner of the manufactured home owns or has a leasehold estate of thirty-five or more years in the real property to which the manufactured home is affixed.

- (8) WARNING: The execution and filing of this affidavit transfers ownership of the manufactured home to the lawful owner of the real property to which it is affixed.

The owner certifies that the above information provided by the owner is true and correct to the best information and belief of the owner.

DATE: 8-6-2013

SIGNATURE OF OWNER:

Joseph Albert Jordan
JOSEPH ALBERT JORDAN

First Witness:

Brandy K Mett

Second Witness:

Jan T Klutz

STATE OF SOUTH CAROLINA
COUNTY OF YORK

)

PROBATE

Brandy K Mett

Before me, the undersigned Notary Public, personally appeared Jan T. Klutz (first witness) who, being duly sworn, and said that (s)he saw Joseph Albert Jordan sign, seal, and deliver the foregoing Affidavit and that (s)he, together with Jan T Klutz Marvin A. Hyatt, Jr. (second witness), witnessed the execution thereof.

Brandy K Mett

First Witness AGAIN

SWORN TO before me this 6
day of August, 2013.

Jan T Klutz
Notary Public for South Carolina
My Commission Expires: _____



ALL that certain piece, parcel or lot, of land lying, being and situate in Indian Land Township, Lancaster County, South Carolina, about 18 miles north of the City of Lancaster, containing 1.642 acres, being shown and designated as Lot # 2 on plat of property of M. R. Ross by J. C. Crumpler dated September 9, 1996, revised October 1, 1996, recorded in the Office of the Clerk of Court for Lancaster County as Plat. # 96-234, according to which plat said property has the following metes and bounds: Beginning at an iron N. 14-37-15 E. 841.00 feet from iron on northern side of Possum Hollow Road right-of-way, and running thence N. 14-37-15 E 208.23 feet to an iron; thence N. 82-35-15 E. 306.20 feet to an iron; thence S. 14-37-15 W. 295.83 feet to an iron, and thence N. 80-52-00 W. 285.14 feet to the Beginning.

Together with, and appurtenant thereto, a non-exclusive right-of-way easement for ingress and egress over the "private road" indicated on said plat, and reasonable access for utility lines to and from the subject property.

Together with that certain 1997 Horton mobile home, Serial No. H135604GLR

DERIVATION: This being the identical property conveyed to The Bank of New York Mellon Trust Company, N.A., as Trustee for Merit Securities Corporation Collateralized Mortgage Bonds Series 13 by Special Referree's Deed by Foreclosure dated December 18, 2012, recorded January 7, 2013, in Book 708 at Page 97, in the Office of the Clerk of Court for Lancaster County, South Carolina.

TMS#0011-00-015.00

(JORDAN, JOSEPH [REDACTED])

LANCASTER COUNTY, SC	
ASSIGNMENT OF MORTGAGE	BOOK 5362 PAGE 283
RECORDING FEE	00.00
STATE TAX	00.00
COUNTY TAX	00.00
PRESENTED & RECORDED	
06-17-2025	11:35 AM
BRITTANY GRANT	
REGISTER OF DEEDS	
LANCASTER, COUNTY SC	
By: DAVID HUGHES	
BK:MORT 5362 PG:283-003	

BOOKED ELECTRONICALLY FILED - 2025 Aug 27 5:05 PM - LANCASTER - COMMON PLEAS - CASE#2025CP2900797

Prepared by and return to:
 BROCK & SCOTT, PLLC
 3800 Fernandina Road, Suite 110
 Columbia, SC 29210
 File No: [REDACTED]
 MIN #: [REDACTED]
 MERS Corporate Phone Number: (888) 679-6377
 MERS Address: P.O. Box 2026, Flint, MI 48501-2026

ASSIGNMENT OF MORTGAGE

For valuable consideration received, the party of the first part Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Thrive Mortgage, LLC, its successors and assigns, whose address is 4819 Williams Dr., Georgetown, TX 78633 (hereinafter referred to as "Assignor"), does hereby grant, assign, transfer and set over unto the said party of the second part, BOKE, NA, its successors and assigns, whose address is 6242 E. 41st St., Tulsa, OK 74135 (hereinafter referred to as "Assignee"), that certain mortgage executed by Joshua O'ville, mortgagor(s), in favor of Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Thrive Mortgage, LLC, its successors and assigns, dated December 29, 2020 and recorded on December 30, 2020 in Book 4248 at Page 253, Public Records of Lancaster County, State of South Carolina.

Property address: 8866 Ross Hill Road, Fort Mill, SC 29707

TO HAVE AND TO HOLD the same unto the said Assignee, successors and assigns forever.

WHEREAS, the undersigned Assignor has executed this Assignment of Mortgage on this 10th day of June, 2025

Stephanie Swier
 Witness signature
Stephanie Swier
 Printed name
David Cummings
 Witness signature
David Cummings
 Printed name

Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Thrive Mortgage, LLC, its successors and assigns

Marcia Williams
 Signature
Marcia Williams
 Printed name
Vice President
 Title

THE STATE OF Oklahoma
 COUNTY OF Tulsa

I, Kimberly Laub, do hereby certify that the within-named Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Thrive Mortgage, LLC, its successors and assigns, by Marcia Williams (name), its Vice President (title), personally appeared before me this 10th day of June, 2025 and acknowledged the due execution of the foregoing instrument.

NOTARY PUBLIC for the state of
 My commission expires:

KIMBERLY A LAUB
 NOTARY PUBLIC - STATE OF OKLAHOMA
 MY COMMISSION EXPIRES APR. 03, 2029
 COMMISSION # 17003289

File Number: [REDACTED]

AFFIDAVIT OF SERVICE

Case: 2025-CP-29-00797	Court: IN THE COURT OF COMMON PLEAS	County: LANCASTER, SC	Job: 13577185 (25-07703-FC01)
Plaintiff / Petitioner: BOKE, N.A.		Defendant / Respondent: Joshua Ovalle	
Received by: Whitesell Investigative Services Inc		For: ServeCo Inc.	
To be served upon: Joshua Ovalle		Court Date:	

I, Cedric Caldwell, being duly sworn, depose and say: I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to make service of the documents and informed said person of the contents herein

Recipient Name / Address: Joshua Ovalle, 8866 Ross Hill Road, Fort Mill, SC 29707

Manner of Service: Personal/Individual, Jun 30, 2025, 6:21 pm EDT

Documents: Summons and Notices; Certificate of Exemption/Withdrawal from Arbitration and Mediation; Lis Pendens; Complaint (Received Jun 23, 2025 at 2:36pm EDT)

Additional Comments:

1) Successful Attempt: Jun 30, 2025, 6:21 pm EDT at 8866 Ross Hill Road, Fort Mill, SC 29707 received by Joshua Ovalle. Age: 27; Ethnicity: African American; Gender: Male; Weight: 150; Height: 5'7"; Hair: Black; Eyes: Brown; Other: No glasses;
Attempted service at the address provided. I made contact with Joshua Ovalle who confirmed his identity and accepted service without incident at his usual place of abode.

 7.1.25

Cedric Caldwell Date

Whitesell Process Service
PO Box 2511
Rock Hill, SC 29732
803-327-6974 Opt. 3

Subscribed and sworn to before me by the affiant who is personally known to me.



Notary Public
7.1.2025 06.24.2032
Date Commission Expires



ELECTRONICALLY FILED - 2025 Jul 01 4:47 PM - LANCASTER - COMMON PLEAS - CASE#2025CP2900797

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

BOKF, N.A.,

Plaintiff,

vs.

Joshua Ovalle,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2025-CP-29-00797

NOTICE OF FINAL HEARING

YOU WILL PLEASE TAKE NOTICE THAT, by virtue of the Order of Reference issued in the above-entitled cause, The Honorable William C. Tindal, Special Referee for Lancaster County, has appointed September 2, 2025 at 10:00 AM at 312 North Main Street, Lancaster, SC 29720, as the time and place for holding a Final Hearing in Foreclosure. Pursuant to S.C. Code Ann. § 14-11-110 (as amended) and/or applicable case law, Plaintiff intends to prepare and submit a Record of Hearing containing written testimony. The Special Referee is authorized to take testimony, make findings of fact and conclusions of law, enter a final judgment and to order the judicial sale of the property subject to foreclosure herein.

You are requested to notify Brock & Scott, PLLC by calling (803) 454-3540 or email SCHearings@BrockandScott.com of your intention to appear. By so doing, our firm would be able to contact you in the event the hearing is canceled.

s/Brook Dangerfield
SCB#77912
Attorney for Plaintiff
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540
Fax 803-454-3541
Brook.Dangerfield@brockandscott.com

Dated: August 12, 2025
Columbia, South Carolina

bsa_TempString

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER
BOKF, N.A.,

Plaintiff,

vs.

Joshua Ovalle,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2025-CP-29-00797

CERTIFICATE OF SERVICE BY MAIL

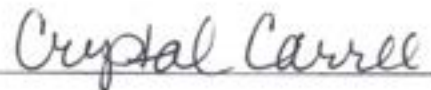
The undersigned hereby certifies that he/she is an employee of Brock & Scott, PLLC, and is a person of such age and discretion as to be competent to serve papers.

That on the 12th day of August, 2025, he/she served a copy of the Notice of Hearing by placing said copy in a postage paid envelope addressed to each of the following persons at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail. Any party that has appeared via electronic means is being served via electronic means.

Pleading: Notice of Final Hearing
Party (ies) Served:

Occupants
8866 Ross Hill Road
Fort Mill, SC 29707

Joshua Ovalle
8866 Ross Hill Road
Lancaster, SC 29707



Brock & Scott, PLLC

Columbia, South Carolina

25-07703

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

BOKF, N.A.,

Plaintiff,

vs.

Joshua Ovalle,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2025-CP-29-00797

AFFIDAVIT OF DEFAULT

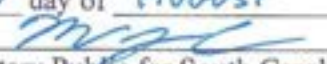
PERSONALLY APPEARED before me, the undersigned, who being duly sworn, deposes and says that he is one of the attorneys for the Plaintiff in the above-entitled action, and the Defendant(s) above named was duly served with the Summons and Complaint in this action.

That more than thirty (30) days have elapsed since the service of the Summons and Complaint and Defendant(s) Joshua Ovalle has failed to plead or otherwise defend and these Defendant(s) is now in default.




Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone (803) 454-3540
Fax (803) 454-3541
Date: 8/13/2025

Sworn to or affirmed, and subscribed before me this the
13 day of AUGUST, 2025.


Notary Public for South Carolina

Commission Expires: 4/13/2028

B&S No.: 25-07703 FC01



NOTICE OF SALE

NOTICE OF SALE CIVIL ACTION NO. 2025-CP-29-00797 BY VIRTUE of the decree heretofore granted in the case of: BOKF, N.A. vs. Joshua Ovalle, the undersigned Special Referee for Lancaster County, South Carolina, will sell on November 3, 2025 at 11:00 AM, or on another date, thereafter as approved by the Court, at the Courthouse, City of Lancaster, State of South Carolina, to the highest bidder:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND LYING, BEING AND SITUATE IN THE STATE OF SOUTH CAROLINA, COUNTY OF LANCASTER, BEING DESIGNATED AS LOT 2, CONTAINING 1.642 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF PROPERTY OF M.R. ROSS BY J.C. CRUMPLER DATED SEPTEMBER 9, 1996, AND RECORDED AS PLAT #96-234 IN THE OFFICE OF THE CLERK OF COURT FOR LANCASTER COUNTY, SOUTH CAROLINA, TO WHICH PLAT REFERENCE IS MADE FOR A MORE PARTICULAR DESCRIPTION AS TO METES AND BOUNDS.

THIS BEING THE SAME PROPERTY CONVEYED TO JOSHUA OVALLE BY DEED OF NANCY R. HARRELL, TRUSTEE OF THE NANCY R. HARRELL REVOCABLE LIVING TRUST, DATED DECEMBER 29, 2020, AND RECORDED DECEMBER 30, 2020, IN BOOK 1395 AT PAGE 210 IN THE OFFICE OF THE REGISTER OF DEEDS FOR LANCASTER COUNTY, SOUTH CAROLINA.

CURRENT ADDRESS OF PROPERTY: 8866 Ross Hill Road, Fort Mill, SC 29707
TMS: 0011-00-015.00

TERMS OF SALE: The successful bidder, other than the Plaintiff, will deposit with the Special Referee, at conclusion of the bidding, five percent (5%) of his bid, in cash or equivalent, as evidence of good faith, same to be applied to the purchase price in case of compliance, but in the case of non-compliance to be forfeited and first applied to the costs incurred by the Plaintiff related to the sale and the balance then applied to the Plaintiff's debt in a manner suitable to the Plaintiff. Should the last and highest bidder fail to comply with the other terms of the bid within

File reference: 25-07703

CID1258961

DID200351

thirty (30) days, then the Special Referee may re-sell the property on the same terms and conditions on some subsequent Sales Day.

No personal or deficiency judgment being demanded, the bidding shall not remain open after the date of sale and shall be final on that date, and compliance with the bid may be made immediately.

Purchaser to pay for documentary stamps on the Deed. The successful bidder will be required to pay interest on the amount of the balance of the bid from date of sale to date of compliance with the bid at the rate of 2.25% per annum. The sale shall be subject to taxes and assessments, existing easements and restrictions, easements and restrictions of record and any other senior encumbrances.

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


The Honorable William C. Tindal
Special Referee for Lancaster County

Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Attorneys for Plaintiff
Phone (803) 454-3540
Fax (803) 454-3541

FILED
OFFICE OF
CLERK OF COURT
OCT 15 10:31

From the Desk of: Joshua-William: Ovalle, BENE

NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LANCASTER COUNTY
Court of Common Pleas

Case No. **2025-CP-29-00797**

RECEIVED

Oct 13 2025

SC Court of Appeals

Brook Dangerfield as Attorney, Agent of
BOKE, N.A., Plaintiff, Agency and
William C. Tindal, Special Referee, Agent

Respondents

v.

Joshua-William: Ovalle, as Implied Surety, Heir, Beneficiary of
JOSHUA WILLIAM OVALLE, Defendant, Principal Debtor, Estate

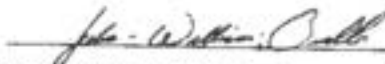
Appellant(s)

NOTICE OF APPEAL

TO: The Clerk of Court for South Carolina Appellate, and all Agents herein

TAKE NOTICE that the Implied Surety and man living on the land, Joshua-William of the Family Ovalle, hereinafter "Appellant", appeals the "Special Referee's Order and Judgment of Foreclosure and Sale" determined by William C. Tindal, dated September 12, 2025. Appellant received written notice of entry of said order on September 25, 2025. See attached "TRIAL DE NOTIT" served on Lancaster County Clerk of Court on September 27, 2025 via USPS certified mail, tracking number **9589 0710 5270 3207 6049 62**.

October 14, 2025

 . LS
Joshua-William: Ovalle, *In Propria Persona, Sui Juris*
c/o: 8866 Ross Hill Road
Fort Mill, SC 29707
as Implied Surety/Heir/Beneficiary of
JOSHUA WILLIAM OVALLE, Principal Debtor
All Rights Reserved, Without Prejudice

Other Counsel:
Kevin Ted Brown
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone: (803) 454-3540
Attorney for Respondent

Proverbs 11:15 KJV

PROOF OF SERVICE OF A NOTICE OF APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LANCASTER COUNTY
Court of Common Pleas

Case No. 2025-CP-29-00797

RECEIVED

Oct 13 2025

SC Court of Appeals

Brook Dangerfield as Attorney, Agent of
BOKF, N.A., Plaintiff, Agency and
William C. Tindal, Special Referee, Agent

Respondents

v.

Joshua-William: Ovalle, as Implied Surety, Heir, Beneficiary of
JOSHUA WILLIAM OVALLE, Defendant, Principal Debtor, Estate

Appellant(s)

PROOF OF SERVICE

I affirm that I have served the Letter to the Appellate Court Clerk, Notice of Appeal, and the "Special Referee's Order and Judgment of Foreclosure and Sale" on October 14, 2025, by mailing a copy to each party via USPS certified mail. A copy served on BOKF, N.A., addressed to its Attorneys of record, Brook Dangerfield and Kevin Brown, 3800 Fernandina Road, Suite 110, Columbia, South Carolina 29210 (9589 0710 5270 3207 6050 06); a copy served on William C. Tindal, Special Referee, 312 North Main Street, Lancaster, South Carolina 29720 (9589 0710 5270 2625 9939 55); and a copy served on LANCASTER COUNTY COURTHOUSE, addressed to Mike Watkins, Clerk of Court, 104 North Main Street, Lancaster, South Carolina 29720 (9589 0710 5270 3207 6049 93).

October 14, 2025

 LS

Joshua-William: Ovalle, *In Propria Persona, Sui Juris*
c/o: 8866 Ross Hill Road
Fort Mill, SC 29707

as Implied Surety/Heir/Beneficiary of
JOSHUA WILLIAM OVALLE, Principal Debtor
All Rights Reserved, Without Prejudice

From the Desk of: Joshua-William: Ovalle

STATE OF SOUTH CAROLINA
LANCASTER COUNTY

IN THE COURT OF COMMON PLEAS

Joshua-William: Ovalle (Implied Surety Their Beneficiary)
JOSHUA WILLIAM OVALLE (Defendant Principal Debtor/Estate)

(Appellants)

Case Number: 2025-CP-29-00797

V

BOKE, N.A. (Plaintiff Agency)
Kevin Ted Brown (Attorney Agent)
Brook Dangerfield (Attorney Agent)
William C. Tindal (Agent)
(Appellees)

**TRIAL DE NOVO
(Notice of Appeal)**

TO: The Clerk of Court for Lancaster County, and all Agents herein

TAKE NOTICE that the Implied Surety Their Beneficiary and man living on the land, Joshua-William of the Family Ovalle, hereinafter "Appellant", appeals to the SOUTH CAROLINA COURT OF APPEALS for a *Trial De Novo* from the "Order and Judgment of Foreclosure and Sale" determined by William C. Tindal, Special Referee, and recorded in the LANCASTER COUNTY COURTHOUSE on or about September 17, 2025, in the above referenced case number.

Said judgement does not fully resolve the controversy as to all Equitable and Legal Claims, as the foreclosure action is one in Equity. The Appellant hereby invokes His right to a *Trial De Novo*, and respectfully prays that the Court of Appeals exercises its Equitable conscience to:

1. **Consider all claims and defenses**, Equitable and Legal, *De Novo*
2. **Annul, Reform (*Ab Initio*), or Remand with Instruction**, consistent with the principles of Equity, said judgement(s)
3. **Grant such Equitable Relief** as may be just and proper.

"Equity will not Suffer a Wrong Without a Remedy."

 J.S.
Joshua-William: Ovalle, *In Propria Persona, Sui Juris*
as Implied Surety Their Beneficiary of
JOSHUA WILLIAM OVALLE, Principal Debtor
All Rights Reserved, Without Prejudice

Proverbs 10:2 KJV

"Treasures of wickedness profit nothing; but righteousness delivereth from death."

Certificate of Service

On September 27, 2025, I served upon the following parties this *Trial De Novo* (Notice of Appeal) to settle the alleged debt owed on Case Number **2025-CP-29-00797**. All related paperwork delivered via USPS certified mail No. **9589 0710 5270 3207 6049 62** for record filing to:

LANCASTER COUNTY COURTHOUSE

ATTN: Mike Watkins
104 North Main Street
Lancaster, SC 29720
(803) 285-1581
Clerk of Court

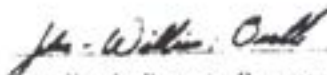
CC:

BROCK & SCOTT, PLLC
ATTN: Kevin Ted Brown & Brook
Dangertfield
3800 Fernandina Road, Suite 110
Columbia, SC 29210
(803) 454-3540
Attorneys for Appellee

ATTN: William C. Tindal
312 North Main Street
Lancaster, SC 29720
(803) 283-8476
Special Referee

Service By and Respond To:

Joshua-William: Ovalle, BLN-
c/o 8866 Ross Hill Road
near Fort Mill, South Carolina [29707]

 J.S.
Joshua-William: Ovalle, *In Propria Persona, Sui Juris*
as Implied Surety/Heir/Beneficiary of
JOSHUA WILLIAM OVALLE, Principal Debtor
All Rights Reserved, Without Prejudice

NOTICE OF SALE

NOTICE OF SALE CIVIL ACTION NO. 2025-CP-29-00797 BY VIRTUE of the decree heretofore granted in the case of: BOKF, N.A. vs. Joshua Ovalle, the undersigned Special Referee for Lancaster County, South Carolina, will sell on December 1, 2025 at 11:00 AM, or on another date, thereafter as approved by the Court, at the Courthouse, City of Lancaster, State of South Carolina, to the highest bidder:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND LYING, BEING AND SITUATE IN THE STATE OF SOUTH CAROLINA, COUNTY OF LANCASTER, BEING DESIGNATED AS LOT 2, CONTAINING 1.642 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF PROPERTY OF M.R. ROSS BY J.C. CRUMPLER DATED SEPTEMBER 9, 1996, AND RECORDED AS PLAT #96-234 IN THE OFFICE OF THE CLERK OF COURT FOR LANCASTER COUNTY, SOUTH CAROLINA, TO WHICH PLAT REFERENCE IS MADE FOR A MORE PARTICULAR DESCRIPTION AS TO METES AND BOUNDS.

THIS BEING THE SAME PROPERTY CONVEYED TO JOSHUA OVALLE BY DEED OF NANCY R. HARRELL, TRUSTEE OF THE NANCY R. HARRELL REVOCABLE LIVING TRUST, DATED DECEMBER 29, 2020, AND RECORDED DECEMBER 30, 2020, IN BOOK 1395 AT PAGE 210 IN THE OFFICE OF THE REGISTER OF DEEDS FOR LANCASTER COUNTY, SOUTH CAROLINA.

CURRENT ADDRESS OF PROPERTY: 8866 Ross Hill Road, Fort Mill, SC 29707

TMS: 0011-00-015.00

TERMS OF SALE: The successful bidder, other than the Plaintiff, will deposit with the Special Referee, at conclusion of the bidding, five percent (5%) of his bid, in cash or equivalent, as evidence of good faith, same to be applied to the purchase price in case of compliance, but in the case of non-compliance to be forfeited and first applied to the costs incurred by the Plaintiff related to the sale and the balance then applied to the Plaintiff's debt in a manner suitable to the Plaintiff. Should the last and highest bidder fail to comply with the other terms of the bid within thirty (30) days, then the Special Referee may re-sell the property on the same terms and conditions on some subsequent Sales Day.

No personal or deficiency judgment being demanded, the bidding shall not remain open after the date of sale and shall be final on that date, and compliance with the bid may be made immediately.

Purchaser to pay for documentary stamps on the Deed. The successful bidder will be required to pay interest on the amount of the balance of the bid from date of sale to date of compliance with the bid at the rate of 2.25% per annum. The sale shall be subject to taxes and assessments, existing easements and restrictions, easements and restrictions of record and any other senior encumbrances.

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


The Honorable William C. Tindal
Special Referee for Lancaster County

Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Attorneys for Plaintiff
Phone (803) 454-3540
Fax (803) 454-3541

File reference: 25-07703

From the Desk of: Joshua-William: Ovalle, BENE

LETTER TO THE COURT CLERK

November 26, 2025

Mike Watkins, Clerk of Court
LANCASTER COUNTY COURTHOUSE
104 North Main Street
Lancaster, SC 29720

FILED
CLERK OF COURT
NOV 27 2025
10:10
LANCASTER, SC

Re: BOKF, N.A. v. Joshua-William: Ovalle, BENE
Common Pleas No. 2025-CP-29-00797

Dear Mr. Watkins:

Enclosed for recording are the Appellant's supersedeas submissions related to the pending appeal associated with the above-referenced matter. The packet includes the following:

- Emergency Petition in Equity for Stay and/or Injunction Pending Appeal
- Petition in Equity for Approval of Supersedeas Security
- Supersedeas Security
- Proposed Order Approving Supersedeas Security and Staying Foreclosure Sale
- Notice of Filing of Supersedeas Security
- Certificate of Service

Please date-stamp the accompanying copies and return them to me for my records. Kindly ensure these filings are forwarded to the Special Referee for consideration.

With Gratitude,

Joshua-William: Ovalle, LS

Joshua-William: Ovalle, *In Propria Persona, Sui Juris*
c/o: 8866 Ross Hill Road
Fort Mill, SC 29707

as Implied Surety/Heir/Beneficiary of
JOSHUA WILLIAM OVALLE, Principal Debtor
All Rights Reserved, Without Prejudice

Cc: Chad Burgess, Attorney
Kevin Ted Brown, Attorney
Brook Dangerfield, Attorney
William Tindal, Special Referee

Proverbs 11:15 KJV

From the Desk of: Joshua-William: Ovalle, BENE

THE STATE OF SOUTH CAROLINA
In the Court of Appeals
APPEAL FROM LANCASTER COUNTY
Court of Common Pleas
William Tindal, Special Referee
Appellate No. 2025-002111

BOKF, N.A.,

Respondent

v.

Joshua-William: Ovalle, as Implied Surety
and Beneficiary of the Estate of
JOSHUA WILLIAM OVALLE

Appellant

**EMERGENCY PETITION IN EQUITY
FOR STAY AND/OR INJUNCTION OF PROPERTY PENDING APPEAL**

COMES NOW the Appellant, Beneficiary, and man on the land, Joshua-William of the Family Ovalle ("Beneficiary"), visiting in propria persona, and respectfully petitions this Court for an order staying and enjoining the foreclosure sale of **8866 Ross Hill RD, Fort Mill, South Carolina 29707**, scheduled for **November 3, 2025, at 11:00 a.m.**, or any conveyance thereof, pending final determination of this appeal.

This Petition concerns the "Special Referee's Order and Judgement of Foreclosure and Sale" (received by SC Court of Appeals with "Notice of Appeal" on October 13, 2025) filed on September 17, 2025, in the Lancaster County Court of Common Pleas, from which the

From the Desk of: Joshua-William: Ovalle, BENE

Beneficiary filed a timely Notice of Appeal on **October 13, 2025**. Because the foreclosure sale is imminent, it is impractical to first seek a stay in the trial court without risk of irreparable loss and potential mootness of the appeal.

1. EQUITABLE AND PROCEDURAL BASIS

Foreclosure is an equitable action, and the trial court "has discretion to ensure equity is done between the parties." *Wachovia Bank, N.A. v. Player*, 379 S.C. 386, 390, 665 S.E.2d 667, 669 (2008). Even after entry of decree, "foreclosure proceedings are subject to the sound discretion of the chancellor, where justice requires intervention," *Antrum v. Hartsville Prod. Credit Ass'n*, 298 S.C. 106, 108, 378 S.E.2d 239, 240 (1989).

"The essence of equity jurisdiction lies in the power of the court to mould its decree to the necessities of the case," *Hecht Co. v. Bowles*, 321 U.S. 321, 329 (1944). Because the sale would **unlawfully** divest title and attempts to moot the pending appeal, Equity and law authorize this Court to preserve the status quo.

2. IRREPARABLE HARM AND PUBLIC INTEREST

"Injunctive relief is appropriate where the plaintiff has no adequate remedy at law and will suffer irreparable harm." *Peek v. Spartanburg Reg'l Healthcare Sys.*, 367 S.C. 450, 454, 626 S.E.2d 34, 36 (2006). Loss of one's home is an injury "irreparable in character and incapable of exact pecuniary compensation." *Id.* Without a stay, the Beneficiary will suffer permanent deprivation and the appeal could be rendered moot. See *Dick v. Colorado Hous. Enters., LLC*, 872 F.3d 709 (5th Cir. 2017).

Preserving the property serves the public interest in lawful and equitable foreclosure procedures and avoids potential irreversible transfer before judicial review.

3. SERIOUS QUESTIONS AND LIKELIHOOD OF SUCCESS

Substantial questions exist as to the validity of the underlying obligation and the fairness of the foreclosure process. The Respondent(s) have not provided a verified accounting or demonstrated lawful consideration. These deficiencies raise serious issues on the merits and support a substantial likelihood of success on appeal. See *Cauthen v. Rogers*, 195 S.C. 362, 372, 11 S.E.2d 764, 768 (1940).

4. INJUNCTIVE RELIEF AND PRESERVATION

Equity favors preserving property rather than allowing its loss through swift unlawful sale and seizure. "Equity regards as done that which ought to be done." Immediate relief is necessary to maintain the status quo and to ensure this Court's appellate jurisdiction remains effective.

5. PRAYER FOR RELIEF

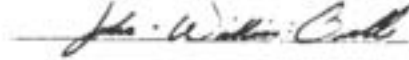
WHEREFORE, the Beneficiary respectfully prays that this Court:

1. Grant an immediate stay and injunction restraining any foreclosure sale or conveyance of the subject property pending appellate review of the "Special Referee's Order and Judgement of Foreclosure and Sale";
2. Direct the Respondent to provide a verified accounting and demonstrate lawful consideration for the alleged debt;
3. Order that the property be preserved and maintained without waste or injury until further order of this Court; and
4. Grant such other and further equitable relief as justice and conscience may require.

From the Desk of: Joshua-William: Ovalle, BENI:

I affirm under God and declare under penalty of perjury that the foregoing is true and correct.

Done in good faith on this 01 day of November 2025.

 . I.S

Joshua-William: Ovalle, *In Propria Persona, Sui Juris*
c/o: 8866 Ross Hill Road
Fort Mill, SC 29707

As Implied Surety, Heir, Beneficiary of
JOSHUA WILLIAM OVALLE, Principal Debtor
All Rights Reserved, Without Prejudice

From the Desk of: Joshua-William: Ovalle, BENE

FILED
THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM LANCASTER COUNTY
Court of Common Pleas

William Tindal, Special Referee

Appellate Case No. 2025-002111
Common Pleas No. 2025-CP-29-00797

BOKF, N.A.,

Respondent

v.

Joshua-William: Ovalle, BENE,

Appellant

**PETITION IN EQUITY FOR
APPROVAL OF SUPERSEDEAS SECURITY**

COMES NOW the Appellant, by and through the JOSHUA WILLIAM OVALLE TRUST as Guarantor and the two duly appointed Trustee-Sureties thereof, and respectfully petitions this Court, sitting as a Court of Equity, for approval of the Supersedeas Security tendered in support of the previously filed Emergency Petition in Equity for Stay and/or Injunction Pending Appeal.

In support of this Petition, the Appellant states:

1. Appellant has tendered a duly executed Supersedeas Bond issued by the Guarantor Trust, joined by two Trustees acting as Sureties, to secure all obligations that may arise during the pendency of the appeal.

From the Desk of: Joshua-William: Ovalle, BENE

2. The Supersedeas Security has been voluntarily undertaken, and is sufficient in form and substance to preserve the rights of all parties while safeguarding the subject property located at:
8866 Ross Hill Rd., Fort Mill, South Carolina 29707.
3. Equity requires that the property be preserved intact pending appellate review, for Equity protects the subject of the litigation, and Equity acts to prevent irreparable harm where legal remedies are inadequate.
4. Approval of the Supersedeas Security will allow this matter to proceed in an orderly and just manner, ensuring protection of the Respondent's alleged interests while preventing unjust loss to the Appellant.

WHEREFORE, Appellant respectfully petitions this Court to:

1. Approve the Supersedeas Security tendered by the Guarantor Trust and Sureties;
2. Fix the amount of security as the Court deems proper and sufficient;
3. Enter the accompanying Order Approving Supersedeas Security and Staying Foreclosure Sale; and
4. Grant any such further Equitable Relief as may be just and proper.

Respectfully submitted in good faith this 20th day of November 2025.

 LS
Joshua-William: Ovalle, *In Propria Persona, Sui Juris*
c/o: 8866 Ross Hill Road
Fort Mill, SC 29707
as Implied Surety/Heir/Beneficiary of
JOSHUA WILLIAM OVALLE, Principal Debtor
All Rights Reserved. Without Prejudice

From the Desk of: Joshua-William: Ovalle, TTEE

STATE OF SOUTH CAROLINA

In the Court of Appeals

Appellate No. **2025-002111**

APPEAL FROM LANCASTER COUNTY

Court of Common Pleas

Common Pleas No. **2025-CP-29-00797**

BOKF, N.A.,

Respondent

v.

Joshua-William: Ovalle,

Appellant

SUPERSEDEAS SECURITY

PENDING APPEAL

AND APPROVAL

(Attachment)

SUPERSEDEAS SECURITY

COME NOW by and through the JOSHUA WILLIAM OVALLE TRUST (Trust), as Guarantor, Joshua-William of the family Ovalle, Executive Trustee, and Steven-Gabriel of the family Santos, Trustee, serving as Sureties, and hereby tender this Supersedeas Security under the inherent jurisdiction of Equity.

This Security is tendered in support of the previously filed Emergency Petition in Equity for Stay and/or Injunction Pending Appeal (attached), regarding the foreclosure sale of the property located at **8866 Ross Hill Rd., Fort Mill, South Carolina 29707**, presently subject to a revised foreclosure sale date of December 01, 2025.

1. PURPOSE OF SECURITY

This Security is tendered for the sole purpose of staying any foreclosure sale, transfer, or conveyance of the subject property by any Creditors, Agents, or Respondents thereof pending the completion of Appellant's appeal.

"Equity preserves property from irreparable loss pending appeal where legal remedies prove inadequate."

2. OBLIGATIONS AND UNDERTAKING

The Guarantor Trust and the undersigned Sureties, jointly and severally, hereby bind themselves to:

- Indemnify the Respondent for all damages, costs, and loss directly resulting from the granting of the stay during appeal.
- Ensure the protection, preservation, and maintenance of the property, committing no waste, during pendency of the appeal.
- Pay the value of the use and occupation of the property from the time of the approval of the undertaking, to the time of sale, if the judgement be affirmed.
- Satisfy and perform the judgement in full if affirmed, or as modified, according to the final appellate decision.
- Secure the amount as may be determined and approved by the Court.

3. CONDITION

This Security is effective upon the filing of the Notice of Appeal and shall remain in full force and effect until final disposition of said appeal, including any remittitur, unless otherwise discharged by written order of the Court.

Should the Appellant fail to perform the appeal, or should the judgement be affirmed and the Court require performance, the Guarantor Trust and Sureties shall fulfill and satisfy the obligations stated herein.

This Security is submitted under the exclusive jurisdiction of Equity, wherein the principles and maxims empower the Court to require no more security than is necessary to preserve the status quo and prevent irreparable harm during appeal.

4. AFFIRMATIONS

We, the undersigned Trustees, affirm that we are duly authorized to bind the Trust as Guarantor and willingly act as Sureties for the obligations set forth. We affirm under penalty of perjury under the laws of the United States of America, and the laws of the South Carolina Republic, that the foregoing is true and correct to the best of our knowledge and belief, and that the living men autographed this instrument on this 20th day of November 2025.

From the Desk of: Joshua-William: Ovalle, TTEE

Guarantor: JOSHUA WILLIAM OVALLE TRUST

Joshua-William: Ovalle

Joshua-William: Ovalle
Executive Trustee / Surety
c/o 8866 Ross Hill Rd.
Fort Mill, South Carolina 29707
A.R.R., Without Prejudice

Steven-Gabriel: Santos

Steven-Gabriel: Santos
Trustee / Surety
c/o 8866 Ross Hill Rd.
Fort Mill, South Carolina 29707
A.R.R., Without Prejudice

5. NOTARY ACKNOWLEDGEMENT

STATE OF SOUTH CAROLINA) ss.

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on this 20th day of November, 2025, by Joshua-William: Ovalle and Steven-Gabriel: Santos, as Trustees of the above Trust.

R
Notary Public for South Carolina

seal

Ranji George
Printed Name

My Commission Expires: 03-21-2034



6. APPROVAL

The above Undertaking by Guarantor, who is joined by two Sureties, is hereby approved.

Done this _____ day of _____, 2025

Signature

Printed Name

Title

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM LANCASTER COUNTY
Court of Common Pleas

William Tindal, Special Referee

Appellate Case No. 2025-002111
Common Pleas No. 2025-CP-29-00797

BOKF, N.A.,
Respondent

v.

Joshua-William: Ovalle,
Appellant

**PROPOSED ORDER APPROVING SUPERSEDEAS SECURITY
AND STAYING FORECLOSURE SALE**

THIS MATTER comes before the Court upon Appellant's filing of a Supersedeas Security (Security) submitted by the JOSHUA WILLIAM OVALLE TRUST, acting as Guarantor and joined by two Trustee-Sureties, and the accompanying Petition in Equity for Approval of Supersedeas Security.

The Court has reviewed the Security, the Emergency Petition in Equity for Stay and/or Injunction Pending Appeal, and the applicable authorities, including:

- S.C. Code § 18-9-170 (Staying judgment for sale or delivery of land),
- SCACR Rule 225 (STAY AND SUPERSEDEAS IN CIVIL ACTIONS), and
- SCRCP Rule 62(d) (Stay Upon Appeal).

Upon due consideration, and for good cause shown,

IT IS HEREBY ORDERED:

1. The Security submitted by the Guarantor Trust and two Sureties is APPROVED pursuant to § 18-9-170, SCACR Rule 225, and SCRCP Rule 62(d).
2. The Court hereby fixes the amount at \$ _____, which shall secure the obligations described in the Security.

3. Upon approval of this Security and the posting of the above amount with the Clerk, all further action to enforce or conduct any foreclosure sale, transfer, or conveyance of the property located at:

8866 Ross Hill Rd., Fort Mill, South Carolina 29707,

is STAYED IN FULL pending final disposition of the appeal and issuance of the remittitur.

4. This Stay shall remain in effect unless modified or dissolved by written order of this Court or the South Carolina Court of Appeals.

IT IS SO ORDERED.

Signature of Judge / Court Official

Date

Printed Name

Title

From the Desk of: Joshua-William: Ovalle, BENE

FILED
THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM LANCASTER COUNTY
Court of Common Pleas

William Tindal, Special Referee

Appellate Case No. 2025-002111
Common Pleas No. 2025-CP-29-00797

BOKE, N.A.,
Respondent

v.

Joshua-William: Ovalle, BENE,
Appellant

NOTICE OF FILING SUPERSEDEAS SECURITY

COMES NOW the Appellant, in *propria persona*, and gives Notice that the following documents have been duly recorded with both Courts and served upon the Respondent via it's Agent.

1. Supersedeas Security tendered by the JOSHUA WILLIAM OVALLE TRUST as Guarantor, joined by two Trustee/Sureties;
2. Petition in Equity for Approval of Supersedeas Security; and
3. The accompanying Proposed Order Approving Supersedeas Security and Staying Foreclosure Sale.

These filings are in support of the previously recorded Emergency Petition in Equity for Stay and/or Injunction Pending Appeal, concerning the threatened foreclosure sale.

This Notice is provided in the spirit of Equity, to ensure transparency and prevent any claim of surprise or lack of awareness, for Equity requires fairness between the parties.

Respectfully submitted in good faith this 20th day of November 2025,

 . I.S
Joshua-William: Ovalle, *In Propria Persona, Sui Juris*
c/o: 8866 Ross Hill Road
Fort Mill, SC 29707
as Implied Surety/Heir/Beneficiary of
JOSHUA WILLIAM OVALLE, Principal Debtor
All Rights Reserved, Without Prejudice

"Equity looks to the Intent rather than to the Form"

CERTIFICATE OF SERVICE

I affirm that I have recorded a true and correct copy of the Emergency Petition in Equity for Stay and/or Injunction Pending Appeal, Petition in Equity for Approval of Supersedeas Security, Supersedeas Security, Proposed Order Approving Supersedeas Security and Staying Foreclosure Sale, and Notice of Filing of Supersedeas Security, in person at the LANCASTER COUNTY COURTHOUSE, addressed to Mike Watkins, Clerk of Court, 104 North Main Street, Lancaster, South Carolina 29720. A copy served via USPS certified mail on:

- BOKF, N.A., addressed to its Attorneys of record, Kevin Brown / Brook Dangerfield / Chad Burgess, 3800 Fernandina Road, Suite 110, Columbia, South Carolina 29210 (9589 0710 5270 2660 7031 37)

November 26, 2025

 , LS
Joshua-William: Ovalle, *In Propria Persona, Sui Juris*
c/o: 8866 Ross Hill Road
Fort Mill, SC 29707
as Implied Surety/Heir/Beneficiary of
JOSHUA WILLIAM OVALLE, Principal Debtor
All Rights Reserved, Without Prejudice

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

BOKF, N.A.,

Plaintiff,

VS.

JOSHUA OVALLE,

Defendant.

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT

NOTICE OF HEARING

Case No: 2025-CP-29-00797

TO: THE DEFENDANT, JOSHUA OVALLE, and CHAD BURGESS, BROCK & SCOTT, PLLC, ATTORNEYS FOR BOKF, N.A.:

PLEASE TAKE NOTICE THAT a hearing to on the Motion of the Defendant, Joshua Ovalle, filed November 26, 2025 will be held before the undersigned, William C. Tindal, Special Referee, on December 15, 2025, at 11:00 o'clock a.m. at 312 North Main Street, Lancaster, South Carolina.

November 28, 2025

Lancaster, South Carolina



William C. Tindal
Special Referee



TINDAL LAW, LLC

569 Freemont Drive
Lancaster, South Carolina 29720

William C. Tindal
Attorney at Law
Telephone: 803-285-6107
Mobile: 803-289-8948
Email: tindallawllc@gmail.com

REPLY TO: Mailing Address
961 North Main Street #117
Lancaster, SC 29720

November 28, 2025

Chad Burgess, Esquire
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210

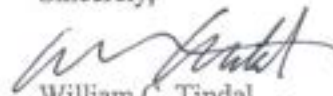
Joshua Ovalle
8866 Ross Hill Road
Fort Mill, SC 29707

Re: BOKF, N.A. vs Joshua Ovalle
Case No.: 2025-CP-29-00797

Gentlemen,

I am enclosing herewith a Notice of Hearing to hear the Defendant, Joshua Ovalle's Motion filed November 26, 2025.

Sincerely,



William C. Tindal
Special Referee

WCT:
enclosure

NOTICE OF SALE

NOTICE OF SALE CIVIL ACTION NO. 2025-CP-29-00797 BY VIRTUE of the decree heretofore granted in the case of: BOKF, N.A. vs. Joshua Ovalle, the undersigned Special Referee for Lancaster County, South Carolina, will sell on February 2, 2026 at 11:00 AM, or on another date, thereafter as approved by the Court, at the Courthouse, City of Lancaster, State of South Carolina, to the highest bidder:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND LYING, BEING AND SITUATE IN THE STATE OF SOUTH CAROLINA, COUNTY OF LANCASTER, BEING DESIGNATED AS LOT 2, CONTAINING 1.642 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF PROPERTY OF M.R. ROSS BY J.C. CRUMPLER DATED SEPTEMBER 9, 1996, AND RECORDED AS PLAT #96-234 IN THE OFFICE OF THE CLERK OF COURT FOR LANCASTER COUNTY, SOUTH CAROLINA, TO WHICH PLAT REFERENCE IS MADE FOR A MORE PARTICULAR DESCRIPTION AS TO METES AND BOUNDS.

THIS BEING THE SAME PROPERTY CONVEYED TO JOSHUA OVALLE BY DEED OF NANCY R. HARRELL, TRUSTEE OF THE NANCY R. HARRELL REVOCABLE LIVING TRUST, DATED DECEMBER 29, 2020, AND RECORDED DECEMBER 30, 2020, IN BOOK 1395 AT PAGE 210 IN THE OFFICE OF THE REGISTER OF DEEDS FOR LANCASTER COUNTY, SOUTH CAROLINA.

CURRENT ADDRESS OF PROPERTY: 8866 Ross Hill Road, Fort Mill, SC 29707

TMS: 0011-00-015.00

TERMS OF SALE: The successful bidder, other than the Plaintiff, will deposit with the , at conclusion of the bidding, five percent (5%) of his bid, in cash or equivalent, as evidence of good faith, same to be applied to the purchase price in case of compliance, but in the case of non-compliance to be forfeited and first applied to the costs incurred by the Plaintiff related to the sale and the balance then applied to the Plaintiff's debt in a manner suitable to the Plaintiff. Should the last and highest bidder fail to comply with the other terms of the bid within thirty (30) days, then the Special may re-sell the property on the same terms and conditions on some subsequent Sales Day.

No personal or deficiency judgment being demanded, the bidding shall not remain open after the date of sale and shall be final on that date, and compliance with the bid may be made immediately.

File reference: 25-07703

Purchaser to pay for documentary stamps on the Deed. The successful bidder will be required to pay interest on the amount of the balance of the bid from date of sale to date of compliance with the bid at the rate of 2.25% per annum. The sale shall be subject to taxes and assessments, existing easements and restrictions, easements and restrictions of record and any other senior encumbrances.

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



The Honorable William C. Tindal
Special Referee for Lancaster County

Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Attorneys for Plaintiff
Phone (803) 454-3540
Fax (803) 454-3541

File reference: 25-07703

NOTICE OF SALE

CIVIL ACTION NO. 2025-CP-29-00797 BY VIRTUE of the judgment granted in BOKF, N.A. vs. Joshua Ovalle, the Special Referee for Lancaster County, South Carolina, will sell on March 2, 2026 at 11:00 AM, or on another date approved by the Court, at the Courthouse, City of Lancaster, State of South Carolina, to the highest bidder:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND LYING, BEING AND SITUATE IN THE STATE OF SOUTH CAROLINA, COUNTY OF LANCASTER, BEING DESIGNATED AS LOT 2, CONTAINING 1.642 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF PROPERTY OF M.R. ROSS BY J.C. CRUMPLER DATED SEPTEMBER 9, 1996, AND RECORDED AS PLAT #96-234 IN THE OFFICE OF THE CLERK OF COURT FOR LANCASTER COUNTY, SOUTH CAROLINA, TO WHICH PLAT REFERENCE IS MADE FOR A MORE PARTICULAR DESCRIPTION AS TO METES AND BOUNDS.

THIS BEING THE SAME PROPERTY CONVEYED TO JOSHUA OVALLE BY DEED OF NANCY R. HARRELL, TRUSTEE OF THE NANCY R. HARRELL REVOCABLE LIVING TRUST, DATED DECEMBER 29, 2020, AND RECORDED DECEMBER 30, 2020, IN BOOK 1395 AT PAGE 210 IN THE OFFICE OF THE REGISTER OF DEEDS FOR LANCASTER COUNTY, SOUTH CAROLINA.

CURRENT ADDRESS OF PROPERTY: 8866 Ross Hill Road, Fort Mill, SC 29707
TMS:0011-00-015.00

TERMS OF SALE: The successful bidder, other than the Plaintiff, will deposit with the Special Referee, at conclusion of the bidding, five percent (5%) of its bid, in cash or equivalent to be applied to the purchase price in case of compliance, but in the case of non-compliance to be forfeited and applied first to the costs of sale and the balance of Plaintiff's debt. If the highest bidder fails to comply with the bid within thirty (30) days, the Special Referee may re-sell the property on some subsequent sales day.

No personal or deficiency judgment being demanded, the bidding shall be final on the sale date, and the successful bidder may comply immediately.

File reference: 25-07703

The successful bidder shall pay all costs associated with recording the deed. The successful bidder will pay interest on the balance of the bid from sale date to compliance date at the rate of 2.25%. The sale shall be subject to taxes, assessments, easements and restrictions of record, and any senior encumbrances.

If an agent of Plaintiff does not appear at the sale, the property shall be withdrawn and sold at the next available sales date upon the same terms and conditions.


The Honorable William C. Tindal
Special Referee for Lancaster County

Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Attorneys for Plaintiff
Phone (803) 454-3540
Fax (803) 454-3541

File reference: 25-07703