

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

November 19, 2014

Case No. 2014-001656

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NOV 19 2014

SC Court of Appeals

BANK OF AMERICA, N.A.
SUCCESSOR BY MORTGAGE
TO BAC HOME LOANS SERVICING,LP

Respondent

v.

KERMIT G. WHITE, JR. _pro se

MOTION FOR AN EMERGENCY HEARING TO STAY HIS EVICTION

- A.) That Appellant has discovered errors in the lower Court record (attached).
- B.) That these errors could have a substantial effect on his Appeal.
- C.) That Appellant believes he will prevail on his Appeal if allowed.
- D.) That the Richland County Sheriff has told Appellant that the eviction enforcement officer has me scheduled for eviction on November 24, 2014 (this coming Monday)

Date : Nov 12 2014 08:47:37 AM
From : RICHLAND COUNTY (18035763151)
To : Kermit White (18037791946)

"Mister White this arden(?) has your sheriff-are(?) we just talked. I just got off the phone with Debbie gossett(?) she's the officer that posted or serve that paper. She actually had it scheduled for the twenty fourth of November at nine am. The date that the court had ordered to be out by what the tenth. We normally go at least a week after that. But due to her schedule she scheduled for the twenty fourth. So it's scheduled for the twenty fourth at nine am give me a

call back if you have any questions. I did let her know that you were in the process of trying to file an emergency appeal. So we are aware of it. 8035763151 35763153 again the start test here with Richard county-your-phone(?) thank you sir."

--- Brought to you by Vonage ---

E). That Appellant has realized that he might have to Motion the Court to stay his eviction.

Appellant Motions the Court for an Order:

To Stay his eviction from his home until his Appeal can be heard or these pending issues can be resolved.

Kermit G White, Jr.

Kermit G White, Jr.

3321 Prentice Ave.
Columbia, SC 29205

Certificate of Service:

I hereby certify that a true and correct copy of the foregoing has been furnished to ~~The Korn Law Firm, P.A., 1300 Pickens Street, Columbia, SC 29211 and Bank of Omaha, c/o Cynthia M. Lover, Esquire, 212 North Oak Street Suite 305-D, Myrtle Beach, SC 29577 and Damon C. Wlodarczyk, Esquire 2838 Devine St. Columbia, SC 29205~~ by regular mail this 12th day of November 2014

19th

KSA

HAND DELIVERED

Kermit G. White, Jr.

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LEASE AGREEMENT

This Lease Agreement (hereinafter referred to as the "Agreement") is made and entered into on July 21, 2014 (the "Effective Date"), by and between Gil White (the "Landlord") and Sam Lambert ("the Tenant"). *and Cody Coker*

WHEREAS, Landlord is the fee owner of certain real property located at 3321 1/2 Prentice Ave., Columbia, South Carolina 29205 (the "Premises").

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein;

NOW THEREFORE, in consideration of the above recitals and mutual promises and benefits contained herein, the parties agree to the following terms:

1. TERM. This Agreement shall commence on August 1, 2014 (the "Commencement Date"), and shall continue from that date for a period of 6 months expiring on January 21, 2014 (the "Termination Date"). Upon Termination Date, Tenant shall be required to vacate the Premises. Should tenants vacate before the expiration of the term, Tenants shall be liable for the balance of the rent for the remainder of the term, less any rent Landlord collects or could have collected from a replacement tenant by reasonably attempting to re-rent. In the event Tenants fail to give written notice of an intention to vacate the Premises at the end of the term, the tenancy shall become a month-to-month tenancy.

2. RENT. Under the terms of the Agreement, rent shall consist of all monetary obligations owed to Landlord by Tenant in accordance with this Agreement. Tenant shall pay Landlord rent in the amount of \$1,400.00 per month, payable in advance on the 28th day of each month. If that day falls on a weekend or legal holiday, the rent is due on the next business day. Rent shall be paid to the Landlord at 3321 Prentice Ave., or at such other place as Landlord shall designate from time to time.

Acceptable forms of payment shall include:

Personal Check

3. SECURITY DEPOSIT. Upon the execution of this Agreement, Tenant shall pay the sum of \$1,400.00 to Landlord as a security deposit. Landlord may use there from such amounts as are reasonably necessary to remedy Tenants default in the payment of rent, repair damages to the Premises exclusive of ordinary wear and tear, and to clean the Premises if necessary. Landlord shall refund Tenants the balance of the security deposit after such deductions.

4. LATE PAYMENTS. If rent is paid 5 days after the due date, there will be a late charge of \$25.00 assessed.

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to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

21. ATTORNEY'S FEES. Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

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22. GOVERNING LAW. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of South Carolina.

23. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

24. ENTIRE AGREEMENT. This document constitutes the entire Agreement between the Tenants and Landlord. This Agreement cannot be modified except in writing and must be signed by all parties. Neither Landlord nor Tenants have made any promises or representations, other than those set forth in this Agreement and those implied by law. The failure of Tenants or their guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

25. NOTICE. Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested at least 14 days in advance.

IN WITNESS WHEREOF, the parties have executed this Agreement in the manner prescribed by law as of the Effective Date.

By:

Gil White

3321 1/2 Prentice Ave., Columbia, South Carolina 29205

8037791946

Gil White Date: 7-21-2014

By:

Sam Lambert

Sam Lambert Date: 20140721

This is a RocketLawyer.com document.

By: *Cody Coker* Date: 7/21/14
Cody Coker

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G	Roster Publication Sent		13:11	13:11
Kelchner, John Brian	Notice of Motions Roster Publication Sent	Action	01/15/2014-13:11	07/15/2014-13:11
Kelchner, John Brian	Notice of Motions Roster Publication Sent	Action	01/15/2014-13:08	07/15/2014-13:08
White, Kermit G	Notice of Motions Roster Publication Sent	Action	01/15/2014-13:08	07/15/2014-13:08
Bank Of America N A	Notice of Motions Roster Publication Sent (02-26-14@4:00pm)	Action	01/15/2014-09:34	07/15/2014-09:34
Kelchner, John Brian	Notice of Motions Roster Publication Sent	Action	12/12/2013-12:46	07/15/2014-12:46
White, Kermit G	Notice of Motions Roster Publication Sent	Action	12/12/2013-12:46	07/15/2014-12:46
Bank Of America N A	Amended Motion For Summary Judgment	Motion	12/12/2013-12:44	07/15/2014-12:44
Bank Of America N A	Notice of Motions Roster Publication Sent (02-17-14@3:30PM)	Action	12/12/2013-08:48	07/15/2014-08:48
Bank Of America N A	Notice of Motions Roster Publication Sent	Action	09/18/2013-09:43	07/15/2014-09:43
Bank Of America N A	Notice of Case Roster Publication Sent	Action	09/18/2013-09:38	07/15/2014-09:38
Bank Of America N A	Answer of Kermit G. White Jr. to Plaintiff's Motion For Summ	Filing	09/09/2013-16:56	07/15/2014-16:56
Bank Of America N A	Motion/Motion Filing Fee	Filing	08/26/2013-13:24	07/15/2014-13:24
Bank Of America N A	Affidavit of Debt	Filing	08/26/2013-09:52	07/15/2014-09:52
Bank Of America N A	Motion For Summary Judgment	Motion	08/26/2013-09:51	10/11/2013-09:51
Bank Of America N A	Certification of Mortgagor Non-Compliance/Certificate Of Ser	Filing	08/22/2013-11:57	07/15/2014-11:57
Bank Of America N A	Order Denying Defendant's Motion to Dismiss/Judge Strickland	Order	03/19/2013-08:56	07/15/2014-08:56
Bank Of America N A	Order Staying Case Pursuant of Justice Toal's Administrtrive	Order	11/13/2012-12:04	07/15/2014-12:04
Bank Of America N A	Order/Order Filing Fee	Filing	11/09/2012-12:43	07/15/2014-12:43
Bank Of America N A	Affidavit Regarding Military Service	Filing	10/04/2012-15:03	07/15/2014-15:03
Bank Of America N A	Motion/Motion Filing Fee	Filing	09/26/2012-13:47	07/15/2014-13:47
Bank Of America N A	Amended Motion to Dismiss and Memorandum in Support	Motion	09/26/2012-15:27	09/26/2012-15:27
Bank Of America N A	Summons and Order of Appointment/Judge Strickland	Order	08/30/2012-15:32	07/15/2014-15:32
Bank Of America N A	Notice of Hearing	Filing	08/09/2012-12:12	07/15/2014-12:12
Bank Of America N A	Certificate Of Service	Filing	07/27/2012-12:09	07/15/2014-12:09
Bank Of America N A	Affidavit of Non Military Service	Filing	07/27/2012-12:09	07/15/2014-12:09
Bank Of America N A	Affidavit of Default	Filing	07/27/2012-12:09	07/15/2014-12:09

Bank Of America N A	Motion & Mandatory Order of Reference/Jeanette W. McBride	Order	07/27/2012-12:07	07/15/2014-12:07
Bank Of America N A	Order/Order Filing Fee	Filing	07/24/2012-12:08	07/15/2014-12:08
Bank Of America N A	Notice of Case Roster Publication Sent	Action	07/17/2012-10:56	07/15/2014-10:56
Bank Of America N A	Memorandum Of Law in Opposition to Defendant Kermit G. White	Filing	06/27/2012-15:37	07/15/2014-15:37
Bank Of America N A	Form Order Motion for Continuance DENIED.	Order	06/22/2012-12:18	07/15/2014-12:18
Bank Of America N A	Request for Continuance	Filing	06/20/2012-12:18	07/15/2014-12:18
Bank Of America N A	Motion/Motion Filing Fee	Filing	06/20/2012-10:19	07/15/2014-10:19
Bank Of America N A	Notice of Hearing on June 27, 2012	Filing	06/15/2012-15:33	07/15/2014-15:33
Bank Of America N A	Notice of Motions Roster Publication Sent	Action	06/07/2012-11:26	07/15/2014-11:26
Bank Of America N A	Service/Affidavit Of Service on Kermit G. White	Filing	03/19/2012-11:15	07/15/2014-11:15
Bank Of America N A	Motion/Motion Filing Fee	Filing	03/08/2012-15:56	07/15/2014-15:56
Bank Of America N A	Motion to Dismiss and Memorandum In Support	Motion	03/08/2012-10:20	03/08/2012-10:20
Bank Of America N A	Certificate of Exemption from Administrative Order	Filing	03/05/2012-15:48	07/15/2014-15:48
Bank Of America N A	Service/Affidavit Of Service on Kermit G. White	Filing	02/21/2012-11:04	07/15/2014-11:04
Bank Of America N A	Service/Affidavit of Non Service on Kermit White	Filing	02/06/2012-15:20	07/15/2014-15:20
Bank Of America N A	Service/Affidavit Of Service on City of Columbia	Filing	12/19/2011-11:58	07/15/2014-11:58
Bank Of America N A	Service/Affidavit of Non Service on Kermit G. White	Filing	12/19/2011-11:58	07/15/2014-11:58
Bank Of America N A	Stipulation Of Dismissal as to defendant City of Columbia	Filing	12/06/2011-11:04	07/15/2014-11:04
Bank Of America N A	Service/Affidavit Of Service on First National Bank of Omaha	Filing	11/23/2011-11:37	07/15/2014-11:37
Bank Of America N A	Verification/Verified	Filing	11/22/2011-08:53	07/15/2014-08:53
Bank Of America N A	Certificate/Certificate of Exemption from ADR	Filing	11/16/2011-14:52	07/15/2014-14:52
Bank Of America N A	Certificate/Certificate of Exemption from ADR	Filing	11/16/2011-14:51	07/15/2014-14:51
Bank Of America N A	Lis Pendens Filed	Filing	11/16/2011-13:31	07/15/2014-13:31
Bank Of America N A	Summons & Complaint	Filing	11/16/2011-13:08	07/15/2014-13:08