

STATE OF SOUTH CAROLINA,)
)
COUNTY OF ORANGEBURG)

COURT OF COMMON PLEAS
C.A. No.: 2011-CP-38-01392
and
C.A. No.: 2011-CP-38-01481

RECEIVED

MAY 22 2015

SC Court of Appeals

South Carolina Federal Credit Union,)
)
Plaintiff,)

Plaintiff,

vs.

Dorothy Harley Sistrunk a/k/a Dorothy)
Harley-Sistrunk a/k/a Dorothy A.)
Harley a/k/a Dorothy Sistrunk,)
)
Defendant.)

ORDER OF JUDGMENT

FILED FOR RECORD
WINNIE B. CLARK
CLERK OF COURT
ORANGEBURG, SC
2015 MAR 26 AM 9:11

ATTEST: TRUE COPY
Winnie B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

This matter comes before the Court on a Summons and Complaint filed by the Plaintiff seeking judgment against the Defendant on November 14, 2011, on an open ended line of credit. The Defendant filed her answer to the matter in which she denied she owed any additional money. A final hearing was held before me on February 18, 2015 which was attend by the Plaintiff and their counsel, Reid E. Dyer and by the Defendant who represented herself, Pro Se.

Based on the testimony and evidence presented at the hearing and on the pleadings filed herein, I find this Court has jurisdiction over the parties hereto and the subject matter hereof and that the final hearing was properly held. I find that the Defendant borrowed money from the Plaintiff pursuant to a Loan Liner open ended disbursement agreement dated February 28 2003. I find that the loan was for the original amount of \$5,500.00 and that the original payment was for \$110.00 per month. I find that at this time the Plaintiff included credit life and credit disability in this loan pursuant to a previous loan that was made by the Plaintiff to the Defendant. The previous loan was paid in full and included credit life an credit disability.

QBA #1

Exhibit 41

According to the supporting documents submitted by the Plaintiff, any subsequent loans would automatically include credit life and credit disability and this subsequent loan of \$5,500.00 did include those items.

I find that that there was substantial confusion between the Plaintiff and the Defendant in that the Defendant thought she was receiving a closed ended loan that was similar to the previous loan in which she financed her automobile. The Defendant used these loan proceeds of \$5,500.00 to purchase a mobile home and it was her belief that this was a home loan rather than an open ended loan.

I find that the Defendant made substantial payments over the years in the amount \$110.00 per month but when the premiums for credit life and credit disability were paid and when the interest at the rate of 15% per annum was assessed, there was very little of the payment remaining to reduce the principal over this period of time. As a result, the Plaintiff has submitted evidence which shows that the Defendant now owes a total of \$4,625.82 on the principal amount of this original loan. I find that the Plaintiff seeks judgment in this amount plus attorney fees and court costs.

I find that the payment history in regards to this matter submitted by the Plaintiff does appear to be accurate and that they are entitled to judgment against the Defendant in the amount of \$4,625.82. I find that this was clearly an open ended line of credit and that credit life and disability were canceled a later time at the request of the Defendant, they were properly included in with the original loan.

I find that the Plaintiff submitted no Affidavit for attorney's fees, nor any time sheets setting forth the amount of time that they spent on this case, and simply submitted the issue of attorney's fees to this Court for a determination without any evidentiary support. As a result, I find that the Court should deny attorney's fees and court costs in this matter. As a result, I find the Court should award judgment to the Plaintiff against the Defendant in the amount of \$4,625.82.

IT IS THEREFORE ORDERED that the Plaintiff shall have judgment against the Defendant in the amount of \$4,625.82 as set forth herein.

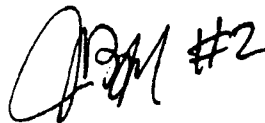
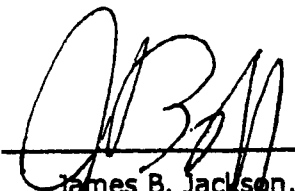
Handwritten signature in black ink, appearing to be "JRM #2".

Exhibit 41

IT IS ORDERED.

Orangeburg, S.C.

March 26, 2015



James B. Jackson, Jr.
Master in Equity
Orangeburg County

JB #3

Exhibit 41