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MOTION TO CORRECT CLERICAL ERRORS BELOW

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

RECEIVED

APPEAL FROM AIKEN COUNTY  
Court of Common Pleas

JUN 19 2015

Doyet A. Early, III, Circuit Court Judge

SC Court of Appeals

Case No. 2014-CP-02-01544  
Appellate Case No. 2014-002359

Regions Bank,

Respondent,

v.

Mark V. Day a/k/a Mark  
Vinson Day,

Appellant.

MOTION TO CORRECT CLERICAL ERRORS BELOW

Gregory P. Cowan, SC Bar #100299  
Brock & Scott, PLLC  
1315 Westbrook Plaza Drive  
Winston-Salem, NC 27103  
Telephone: (336) 354-1797  
Telefax: (336) 354-1588  
Attorney for the Respondent

Mark Vinson Day  
944 Dexter Street NE  
Aiken, SC 29801  
Telephone: (803) 226-3400  
Appellant, Pro Se

**Motion to the Court**

Comes now the Respondent, by and through the undersigned counsel, and respectfully moves this Honorable Court, pursuant to Rule 240 of the South Carolina Appellate Court Rules and Rule 60 of the South Carolina Rules of Civil Procedure, to correct two (2) clerical mistakes on the grounds that such mistakes were made due to oversight or omission by the parties and the Court of Common Pleas in documents of the Court of Common Pleas of Aiken County. Respondent seeks the correction the following clerical mistakes:

- (1) Respondent's Prayer for Relief in Respondent's Motion for Default Judgment improperly stated the relief sought as liquidated damages in a sum certain, when the complaint sought equitable relief in the form of judicial repossession of the 2009 Mercedes-B with VIN# WWDNG71Z09A273247 (hereinafter the "Subject Motor Vehicle"); and
- (2) The court's Order of Default Judgment granted relief in the form of liquidated damages in a sum certain, pursuant to the flawed Motion for Default Judgment, when the proper relief was the equitable repossession of the Subject Motor Vehicle.

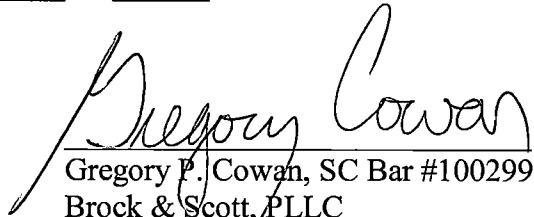
Wherefore, Respondent, by and through counsel, respectfully prays for relief as follows:

- (1) That the Court correct the aforementioned clerical mistakes in the Respondent's Motion for Default Judgment and the lower court's Order of Default Judgment to reflect the proper award of relief in

the form of equitable repossession of the Subject Motor Vehicle;  
or, in the alternative,

- (2) That the Court allow Respondent leave to petition the Court of  
Common Pleas of Aiken County to correct the aforementioned  
clerical mistakes.

This the 17<sup>th</sup> day of June, 2015

  
Gregory P. Cowan, SC Bar #100299  
Brock & Scott, PLLC  
1315 Westbrook Plaza Drive  
Winston-Salem, NC 27103  
Telephone: (336) 354-1797  
Telefax: (336) 354-1588  
Attorney for the Respondent

**MEMORANDUM IN SUPPORT OF  
MOTION TO CORRECT CLERICAL ERRORS BELOW**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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Brock & Scott, PLLC  
1315 Westbrook Plaza Drive  
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Attorney for the Respondent

Mark Vinson Day  
944 Dexter Street NE  
Aiken, SC 29801  
Telephone: (803) 226-3400  
Appellant, Pro Se

In support of Respondent's Motion to Correct Clerical Errors Below, Respondent respectfully shows the Court:

### **Procedural Background**

Respondent filed a complaint against Appellant in the Court of Common Pleas of Aiken County on July 8, 2014, seeking relief in the form of the equitable repossession of the 2009 Mercedes-B with VIN# WWDNG71Z09A273247 (hereinafter the "Subject Motor Vehicle"). Appellant failed to respond to the complaint, and Respondent filed a Motion for Default Judgment on September 8, 2014. Respondent's motion prayed for relief in the form of damages in a liquidated sum certain. On September 8, 2014, Judge Early entered an Order of Default Judgment granting the relief sought in Respondent's Motion for Default Judgment.

### **Applicable Laws**

Rule 60(a) of the South Carolina Rules of Civil Procedure provides: Clerical mistakes in judgments, orders or other parts of the record and errors therein arising from oversight or omission may be corrected by the court at any time of its own initiative or on the motion of any party and after such notice, if any, as the court orders. During the pendency of an appeal, leave to correct the mistake must be obtained from the appellate court. The ending of a term of court or departure from the circuit shall not operate to

deprive the trial judge of jurisdiction to correct such mistakes. A party filing a written motion under this rule shall provide a copy of the motion to the judge within ten (10) days after the filing of the motion.

Rule 60, SCRPC.

“A clerical error is a mistake or omission by a clerk, counsel, judge or printer, which is not the result of exercise of judicial function.” *Ex parte Strom*, 343 S.C. 257, 264, 539 S.E.2d 699, 702 (2000). A judge may make a clerical modification to a judgment that does not “involve the exercise of judgment or discretion on the merits of the action.” *Michel v. Michel*, 289 S.C. 187, 190, 345 S.E.2d 730, 732 (1986). “A judgment by default shall not be different in kind from . . . that prayed for in the demand for judgment.” Rule 54(c), SCRPC. “In cases where judgment is rendered by . . . default, a trial judge may not grant relief beyond that which is demanded in the pleadings.” *Pinckney v. Atkins*, 317 S.C. 340, 343, 454 S.E.2d 339, 341 (Ct. App. 1995). Further, the appellate court has the power to make clerical corrections. *See Trotter v. Trane Coil Facility*, 393 S.C. 637, 650-51, 714 S.E.2d 289, 295-96 (2011) (correcting a clerical error in the court below and ordering the lower court to correct its own records of the proceeding).

### **Discussion**

Two clerical errors occurred in documents of the court below, and such errors should be corrected. Both of such errors pertain to the form of relief stated

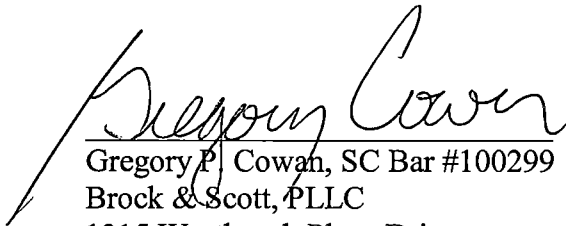
to be granted to Respondent, with one occurring in Respondent's Motion for Default Judgment and one in the court's Order of Default Judgment. Respondent improperly stated the relief sought in the Motion for Default Judgment as damages in a liquidated sum certain, when the relief should have conformed to the pleading and sought the equitable repossession of the Subject Motor Vehicle, and the Order of Default Judgment conformed to the mistaken Motion for Default Judgment. The errors arose from the oversight of Respondent's counsel in submitting an improperly worded motion and the court below in overlooking the mistake of Respondent's counsel, and correction of the errors is proper pursuant to Rule 60(a) of the South Carolina Rules of Civil Procedure.

No exercise of judicial function by the application of judgment or discretion on the merits occurred in the oversights of Respondent's counsel, the judge, or the clerk, because the error simply misstated the relief sought. Further, the modification of the mistakes will not require the exercise of judgment or discretion on the merits of the action, since judgment was entered by default and correction of the documents will only alter the motion and judgment to reflect the relief sought in the pleadings. The proper relief is the equitable relief sought in the complaint, not the award of liquidated damages in sum certain, as awarded, and the records of the case should reflect such proper award. It is also proper for this Court to make such clerical corrections.

**Conclusion**

The two clerical errors misstating the relief sought and awarded in the Court of Common Pleas should be corrected, because no exercise of judicial function occurred in making the errors and no exercise of judgment or discretion on the merits will be required to correct the errors. The proper relief on default judgment is the relief sought in the complaint, and the case record below should reflect the award of such proper relief.

This the 17<sup>th</sup> day of June, 2015



Gregory P. Cowan, SC Bar #100299  
Brock & Scott, PLLC  
1315 Westbrook Plaza Drive  
Winston-Salem, NC 27103  
Telephone: (336) 354-1797  
Telefax: (336) 354-1588  
Attorney for the Respondent

**PROOF OF SERVICE OF  
MOTION TO CORRECT CLERICAL ERRORS BELOW**

THE STATE OF SOUTH CAROLINA  
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APPEAL FROM AIKEN COUNTY  
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SC Court of Appeals

Regions Bank,

Respondent,

v.

Mark V. Day a/k/a Mark  
Vinson Day,

Appellant.

**PROOF OF SERVICE**

I certify that I have served the Motion to Correct Clerical Errors Below on the following by depositing a copy of it in the United States Mail, postage prepaid:

- (1) Mark V. Day a/k/a Mark Vinson Day  
944 Dexter Street NE  
Aiken, SC 29801
- (2) The Honorable Doyet A Early, III  
Post Office Box 90  
Bamberg, SC 29003.

This the 17<sup>th</sup> day of June, 2015

Elizabeth K. Voehl

Paralegal  
Brock & Scott, PLLC  
1315 Westbrook Plaza Drive  
Winston-Salem, NC 27103  
Telephone: (336) 354-1797  
Telefax: (336) 354-1588

STATE OF SOUTH CAROLINA )

COUNTY OF AIKEN )

REGIONS BANK )

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVER SHEET

2014 -CP- 02 - 01544

Plaintiff )

vs. )

MARK V DAY, A/K/A MARK VINSON DAY, )

Defendant )

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN  
I, Liz Godard, Clerk of Court of Common Pleas and General Sessions for Aiken County, South Carolina do hereby certify that the foregoing constitutes a true and correct copy of the original documents which have been filed in my office this

5 day of July 2014  
Liz Godard  
C.C.P. # 538, Aiken County, S.C.  
77669  
1002908  
Deputy Clerk

(Please Print)

Submitted By: Richard L. Jackson, Brock & Scott, PLLC  
Gregory P. Cowan, Brock & Scott, PLLC

SC Bar #:   
SC Bar #:

Address: 1315 Westbrook Plaza, Suite 100  
Winston-Salem, NC 27103

Telephone #: (336) 354-1797  
Fax #: (336) 354-1588  
E-mail:

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of court for the purposes of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

\*If action is Judgment/Settlement do not complete

- JURY TRIAL demanded in the complaint.  NON-JURY TRIAL demanded in the complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution rules.
- This case is exempt from ADR. (Proof of ADR/Exemption Attached).

NATURE OF ACTION (Check One Box Below)

- Contracts**
  - Constructions (100)
  - Debt Collection (110)
  - Employment (120)
  - General (130)
  - Breach of Contract (140)
  - Other (199)
- Torts - Professional Malpractice**
  - Dental Malpractice (200)
  - Legal Malpractice (210)
  - Medical Malpractice (220)
  - Previous Notice of Intent Case # 20\_\_-CP-\_\_-\_\_
  - Notice/File Med Mal (230)
  - Other (299)
- Torts - Personal Injury**
  - Assault/Slander/Libel (300)
  - Conversion (310)
  - Motor Vehicle Accident (320)
  - Premises Liability (330)
  - Products Liability (340)
  - Personal Injury (350)
  - Wrongful Death (360)
  - Other (399)
- Real Property**
  - Claim & Delivery (400)
  - Condemnation (410)
  - Foreclosure (420)
  - Mechanic's Lien (430)
  - Partition (440)
  - Possession (450)
  - Building Code Violation (460)
  - Other (499)
- Inmate Petitions**
  - PCR (500)
  - Mandamus (520)
  - Habeas Corpus (530)
  - Other (599)
- Administrative Law/Relief**
  - Reinstate Driver's License (800)
  - Judicial Review (810)
  - Relief (820)
  - Permanent Injunction (830)
  - Forfeiture-Petition (840)
  - Forfeiture-Consent Order (850)
  - Other (899)
- Special/Complex/Other**
  - Pharmaceuticals (630)
  - Unfair Trade Practices (640)
  - Out-of-State Depositions (650)
  - Motion to Quash Subpoena in an Out-of-County Action (660)
- Judgments/Settlements**
  - Death Settlement (700)
  - Foreign Judgment (710)
  - Magistrate's Judgment (720)
  - Minor Settlement (730)
  - Transcript of Judgment (740)
  - Lis Pendens (750)
  - Transfer of Structured Settlement Payment Rights Application (760)
  - Confession of Judgment (770)
  - Petition for Workers Compensation Settlement Approval (780)
  - Lis Pendens (750)
  - Other (799)
- Appeals**
  - Arbitration (900)
  - Magistrate-Civil (910)
  - Magistrate-Criminal (920)
  - Municipal (930)
  - Probate Court (940)
  - SCDOT (950)
  - Worker's Comp (960)
  - Zoning Board (970)
  - Public Service Commission (990)
  - Employment Security Comm (991)
  - Other (999)

Submitting Party Signature : 

Date : 7/1/2014

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRPC, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. § 13-36-10 et. seq.

**FOR MANDATED ADR COUNTIES ONLY**

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lee, Lexington, Pickens (Family Court Only), Richland, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

**You are required to take the following action(s):**

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
  - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
  - b. Requests for temporary relief;
  - c. Appeals
  - d. Post Conviction relief matters;
  - e. Contempt of Court proceedings;
  - f. Forfeiture proceedings brought by governmental entities;
  - g. Mortgage foreclosures; and
  - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigence should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.**

COUNTY OF AIKEN

DOCKET NO.

REGIONS BANK,  
*Plaintiff,*

vs.

MARK V DAY, A/K/A MARK VINSON DAY,  
*Defendant.*

2014-CP-02-01544

SUMMONS

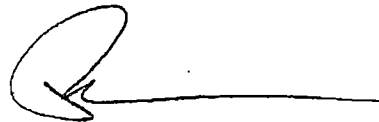
Mark V Day, a/k/a Mark Vinson Day  
944 Dexter NE Street  
Aiken SC 29801

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN  
I, Liz Godard, Clerk of Court of Common Pleas and General  
Sessions for Aiken County, South Carolina do hereby certify  
that the foregoing constitutes a true and correct copy of the  
original documents which have been filed in my office this  
5 day of July 2014  
*Liz Godard*  
C.C.P. & G. S., Aiken County, S.C.  
*Shannon Gravera*  
Deputy Clerk

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Dated: July 1, 2014



Richard L. Jackson, S.C. Bar #77669  
Gregory P. Cowan, S.C. Bar # 100299  
Brook D. Dangerfield, S.C. Bar # 77912  
BROCK & SCOTT, PLLC  
Attorneys for the Plaintiff  
1315 Westbrook Plaza Drive  
Winston-Salem, NC 27103  
Telephone: (336) 354-1797  
Telefax: (336) 354-1588

REGIONS BANK,

Plaintiff,

vs.

MARK V DAY, A/K/A MARK VINSON DAY,

Defendant.

2014 CP 02. 01544

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

I, Liz Godard, Clerk of Court of Common Pleas and General Sessions for Aiken County, South Carolina do hereby certify that the foregoing constitutes a true and correct copy of the original documents which have been filed in my office this

3 day of May 2014

Liz Godard  
Clerk of Court of Common Pleas and General Sessions, S.C.

Deputy Clerk

COMES NOW the Plaintiff, and complaining of the Defendant, avers and says as follows:

CLAIM AND DELIVERY

1. Plaintiff is an entity authorized to prosecute this civil action pursuant to S.C. Code Ann § 33-15-101(b)(8). Plaintiff is the owner of the credit account, numbered \*\*\*\*\*8808, forming the basis of this civil action.
2. Upon information and belief, the Defendant is an adult citizen and resident of Aiken County, South Carolina.
3. Defendant, Mark V Day, obtained a credit account with Plaintiff, or Plaintiff's predecessor-in-interest, which account is designated by account number \*\*\*\*\*8808, for the purpose of purchasing an automobile, identified as a 2009 Mercedes-B, with a VIN# WDDNG71Z09A273247 (hereafter, the "Subject Motor Vehicle"). Defendant executed a contract (hereinafter "Agreement") together with other account documents incorporated herein by reference and attached as Exhibits. The terms of the Agreement permit the Plaintiff to accelerate the debt in the event of default.
4. To secure performance of the terms of the Agreement, the Defendant granted a purchase money security interest in the subject motor vehicle. Plaintiff, or Plaintiff's predecessor-in-interest, financed the transaction and received the right to recover the Subject Motor Vehicle in the event of default under the Agreement. Plaintiff is the current holder of the right to recover the Subject Motor Vehicle under the Agreement.
5. The seller duly tendered possession of the automobile to the Defendant pursuant to the agreement.
6. Upon information and belief, Defendant is in possession of the Subject Motor Vehicle. A true and correct copy of the certificate of title for the Subject Motor Vehicle is attached hereto as an exhibit.
7. Plaintiff made demand for payment of the debt, and gave notice of the debtor's right to cure as required by S.C. Code § 37-5-110 et seq. Notwithstanding the aforesaid demand and notice of right to cure, the Defendant has not tendered payment.
8. The Defendant is indebted to the Plaintiff in the original principal amount of \$48,642.12. The provisions of the account allow Plaintiff to recover the costs of court.
9. Plaintiff is lawfully entitled to the possession of the Subject Motor Vehicle by virtue of the terms of the Contract, which allow for recovery in the event of default.
10. Because of the default, the Plaintiff is entitled to immediate possession of the collateral securing its loan pursuant to the terms of the Agreement and pursuant to S.C. Code § 36-9-609. Upon information and belief, the Defendant retains possession of the Plaintiff's collateral in derogation of the Plaintiff's security interest therein.
11. Seizure of the Subject Motor Vehicle and delivery of immediate possession of the same to Plaintiff is necessary to prevent the depreciation and/or destruction of the Subject Motor Vehicle through neglect and improper maintenance.

12. Upon information and belief, the Subject Motor Vehicle has not been taken for tax, assessment, or fine, pursuant to statute, nor seized under an execution or attachment against the property of Plaintiff.

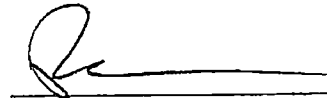
13. By reason of the foregoing, Plaintiff is entitled to immediate possession of the Subject Motor Vehicle in claim and delivery.

WHEREFORE, Plaintiff respectfully prays the Court for relief as follows:

1. Judgment against the Defendant, awarding Plaintiff possession of the Subject Motor Vehicle;
2. Order and direct the Sheriff of Aiken County, South Carolina, and the Sheriff of any other county in the State of South Carolina, to place Plaintiff into possession of the Subject Motor Vehicle;
3. That any Order entered in the present action reserve unto Plaintiff the right to take such further legal action as is necessary to pursue any deficiency sum against that may result after sale of the collateral in issue, if applicable.
4. That the costs of this civil action to be taxed to the Defendant
5. For such other, further, and general relief as to which the Plaintiff may be entitled in law or equity alike.

This 1<sup>st</sup> day of July, 2014.

**This communication is from a debt collector.  
This is an attempt to collect a debt, and any  
information will be used for that purpose.**



Richard L. Jackson, S.C. Bar No. 77669  
Gregory P. Cowan, S.C. Bar No. 100299  
BROCK & SCOTT, PLLC  
1315 Westbrook Plaza Drive  
Winston-Salem, NC 27103  
Phone: (888) 461-7908, ext. 3193  
Fax: (336) 354-1588

aHSG04221



**Status Report  
Pursuant to Servicemembers Civil Relief Act**

Last Name: DAY

First Name: MARK

Middle Name:

Active Duty Status As Of: Jun-19-2014

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individual's active duty status based on the Active Duty Status Date			

Left Active Duty Within 90 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 90 days preceding the Active Duty Status Date			

The Member/Former Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

*Mary M. Snavelly-Dixon*

Mary M. Snavelly-Dixon, Director  
Department of Defense - Manpower Data Center  
4800 Mark Center Drive, Suite 04E25  
Arlington, VA 22350

RETAIL INSTALLMENT SALE CONTRACT  
SIMPLE FINANCE CHARGE

JAN 15 2013

Dealer Number \_\_\_\_\_ Contract Number \_\_\_\_\_

Buyer Name and Address (Including County and Zip Code) Dag Global Capital Corp 210 S Washington St Ste 2200 ATLANTA, GA 30304	Co-Buyer Name and Address (Including County and Zip Code) Mark Watson Law 515 Decker St AIREX Charleston, SC 29301	Creditor-Seller (Name and Address) GUTHRIE SUBURY 2601 SHERWOOD BLVD DUNNELL, GA 30096
---	--	---

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreement on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "you" or "her" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used/ Demo	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
Used	2009	MERCEDES-B S550	3247	<input checked="" type="checkbox"/> personal, family or household <input type="checkbox"/> business <input type="checkbox"/> agricultural

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
3.75%	\$ 1,235.40	\$ 46,688.00	\$ 51,294.40	\$ 46,688.00

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
72	\$69.88	Monthly beginning 12/01/2012

Late Charge, if payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 50.00 or 5% of the past due payment, whichever is less.  
 Prepayment, if you pay off all your debt early, you will not have to pay a penalty.  
 Security Interest, you are giving a security interest in the vehicle being purchased.  
 Additional Information, see this contract for more information including information about repossession, default, any required payment to fullbake the scheduled date and security interest.

**STATEMENT OF AMOUNT FINANCED**

1 Cash Price (including \$ 200.00 sales tax)	\$ 42,759.00 (1)
2 Total Downpayment	
Trade-In (Net)	
Gross Trade-In Allowance	\$ N/A
Less Pay Off Made by Seller	\$ N/A
Equal Net Trade-In	\$ N/A
+ Cash	\$ N/A
+ Other	\$ N/A
(If total downpayment is negative, enter "0" and see 4 below)	\$ N/A (2)
3 Unpaid Balance of Cash Price (1 minus 2)	\$ 42,759.00 (3)
4 Other Charges including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):	
A Cost of Optional Credit Insurance Paid to Insurance Company or Companies:	
Life	\$ N/A
Disability	\$ 0.00
B Vendor's Single Interest Insurance Paid to Insurance Company	\$ N/A
C Other Optional Insurance Paid to Insurance Company or Companies	\$ N/A
D Optional Gap Contract	\$ 0.00 (4)
E Other Fees Paid to Government Agencies:	
In N/A	\$ N/A
Out N/A	\$ N/A
F Government Fees Not Included in Cash Price	\$ N/A
G Governmental License and Registration Fees	\$ N/A
H Governmental Certificate of Title Fees	\$ 1.00 (5)
I Other Charges (Seller must identify who is paid and describe amount):	
In N/A	\$ N/A
Out N/A	\$ 586.00
In N/A	\$ N/A
Out N/A	\$ 4,499.00
In N/A	\$ N/A
Out N/A	\$ N/A
In N/A	\$ N/A
Out N/A	\$ N/A
Total Other Charges and Amounts Paid to Others on Your Behalf	\$ 4,499.00 (6)
5 Amount Financed (3 + 4 + I)	\$ 46,688.00 (7)

Insurance. You pay for the physical damage insurance (the required coverage for total loss) unless you choose who is authorized to set such insurance in Georgia. You are not required to buy any insurance to finance this vehicle, but the following insurance coverage is required to be checked below.

If any insurance is checked below, address or contact name for named insurance companies will describe the terms and conditions.

Check the insurance you want and also before:

Optional Credit Insurance

Credit Life  Saver  Co-Buyer  Both

Credit Disability (Buyer Only)

Insurance

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name

Home Office Address

Check the insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose the insurance, you must agree to item 4B of the Declaration of Intended Personal Credit Insurance is based on your optional payment schedule. This insurance may not pay all your debt on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or lower cost of payment. Coverage for credit life insurance and credit disability insurance ends on the final scheduled date for this contract unless a different term for the insurance is established.

Other Optional Insurance

N/A

Type of Insurance

Premium \$ N/A

Insurance Company Name N/A

Home Office Address N/A

Type of Insurance Term

Premium \$

Insurance Company Name

Home Office Address

Check optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. Avoid not be provided unless you sign and agree to pay this extra cost. I want the insurance checked above.

X Buyer Signature Date

X Co-Buyer Signature Date

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.

Returned Check Charge: You agree to pay a charge equal to the greater of 10% or 5% of the check amount if any check you give us is dishonored and we make no other demand that you do so.

VEHICLE'S SINGLE INTEREST INSURANCE (VSI Insurance): If the preceding box is checked, the Creditor requires VSI insurance for the full term of the contract to protect the creditor for loss or damage to the vehicle's title, lien, and VSI insurance is for the Creditor's benefit only. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ 11.11 per \$ 1,000 of the Amount Financed for the full term of the contract.

OPTIONAL: You pay no finance charge if the Amount Financed, item 5, is paid in full on or before \_\_\_\_\_, Year \_\_\_\_\_, SELLERS INITIALS \_\_\_\_\_

OPTIONAL: GAP CONTRACT: A gap contract (also called a deficit contract) is not required to obtain credit and will be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 4D of the Statement of Amount Financed. See your pay contract for details on the terms and conditions it provides. It is a part of this contract.

Term \_\_\_\_\_ Mo. \_\_\_\_\_ Year \_\_\_\_\_

Name of Gap Contract \_\_\_\_\_

I want to buy a gap contract.

Buyer Signs X \_\_\_\_\_

**NO COOLING OFF PERIOD**

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind.

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

HOW THIS CONTRACT CAN BE CHANGED: This contract contains the agreement between you and us relating to this contract. Any change to this contract must be in writing and we will sign it. No oral changes are binding. Buyer Signs X \_\_\_\_\_ Co-Buyer Signs X \_\_\_\_\_

If any part of this contract is not valid, all other parts stay valid. No may delay or refuse from enforcing any of our rights under this contract without being there. For example, we may cancel the time for making some payments without extending the time for making others.

See back for other important agreements.

**NOTICE TO THE BUYER: Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.**

You agree to the terms of this contract. You confirm that before you signed this contract, you gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy of this contract when you signed it.

Buyer Signs X \_\_\_\_\_ Date 01/07/13

Co-Buyer and Other Owners - A co-buyer is a person who is responsible for paying the vehicle debt. As other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X \_\_\_\_\_ Date 01/07/12

Seller Signs \_\_\_\_\_ Date 01/07/12 By \_\_\_\_\_

Seller assigns its interest in this contract to \_\_\_\_\_ (Assigned under the terms of Seller's agreement(s) with Assignee.)

Assigned with recourse  Assigned without recourse  Assigned with limited recourse

Seller GUTHRIE SUBURY By \_\_\_\_\_ Title \_\_\_\_\_

**OTHER IMPORTANT AGREEMENTS**

**1. FINANCE CHARGE AND PAYMENTS**

- a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front of this assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

If you pay late, we may also take the steps described below.

- b. You may have to pay all you owe at once, if you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
  - You do not pay any payment on time;
  - You give false, incomplete, or misleading information on a credit application;
  - You start a proceeding in bankruptcy or one is started against you or your property; or
  - You break any agreements in this contract.
 The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. You may have to pay collection costs. If we hire an attorney to collect what you owe, you will pay 15% of the amount you owe as attorney's fees, plus court costs. We will charge only attorney's fees and court costs the law permits.
- d. We may take the vehicle from you, if you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle, if any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

**2. YOUR OTHER PROMISES TO US**

- a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. Security interest. You give us a security interest in:
  - The vehicle and all parts or goods put on it;
  - All money or goods received (proceeds) for the vehicle;
  - All insurance, maintenance, service, or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.

- d. Insurance you must have on the vehicle. You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium of the insurance and a finance charge equal to the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- e. What happens to returned insurance, maintenance, service, or other contract charges. If we obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

- e. How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- f. We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- g. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

**4. WARRANTIES SELLER DISCLAIMS**

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

- 5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para comprador de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla de la cota este toda disposición en contrario contenida en el contrato de venta.

**6. Applicable Law**

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. Unless expressly authorized under the Georgia Motor Vehicle Sales Finance Act, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.



BUYER'S ORDER

New  Used  Demo

2960 Satellite Blvd.  
Duluth, GA 30096  
(770) 817-3333 FAX: (770) 817-3334

Stock No.                      **247**

Salesperson                      **Kenneth Dewberry**

Date                      **1/7/2013** Del. Date                     

Customer Name                      **Das Global Capital Corp** Co/Buyer                      **Mark Vinson Day**

Street/City/State/Zip Code                      **260 Peachtree St Nw Ste 2200 ATLANTA, GA 30303**

Email                      County                      **Fulton**

Res. Phone                      **(404) 419-1337** Bus. Phone                      Cell                     

Description of Unit                      **2009** **MERCEDES-B** **550**  **3247**  
YEAR MAKE MODEL VIN NUMBER

No. of Doors                      No. of Cyl.                      **8** D.O.B.                      Drivers Lic. No.                     

Mileage                      **61,203** D.O.B.                       **1971** Drivers Lic. No.                     

Customer's Present Ins. Co.                      **Allstate** Agent                      **Tom Young** Ph No.                      **(803) 648-2672**

Policy No.                      Coverage: Liability  Comp.  Collision  PIP

TRADE INFORMATION

Car                      **N/A** Make                      Model                       
Vin. No.                       
Reg.                      Decal                      Mileage                       
Lien Holder                       
Address                       
Phone                      Good Till                       
Person Verified With                      Verified By                     

Customer guarantees good title, no salvage or flood damage  
Title accepted.

USED VEHICLE DISCLAIMER

GWINNETT SUZUKI, hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. Buyer shall not be entitled to recover from the selling dealer any consequential damages for loss of time, loss of profits, or income, or any other incidental damages.

The information on the window form (Buyers Guide) for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract sale. I have read and understand the front and back of this contract. By signing below I am agreeing to the front and back of this agreement in its entirety.                      Initials

Cust. Sig.                     

Date                      **1/7/2013**

X                      Buyer

X                      Salesman Date                     

SELLING PRICE \$	41,483.00
	3,499.00
GAP	800.00
1. Total Price	45,782.00
2. Credit Invest. Fee	N/A
3. Used Car Allowance	N/A
4. Difference	45,782.00
5. Delivery Expense	599.00
6. Georgia Sales Tax % 0.00	300.00
7. Title Fee	18.00
8. Warranty Rights Fee	N/A
9. Net Sales Price	46,699.00
10. Add Pay Off	N/A
11. Rebate	N/A
12. Unpaid Balance of Cash Price	N/A
13. Balance to Contract	46,699.00

Terms of Agreement and Certification

I (Customer) agree to purchase the above described vehicle on the terms stated in this contract and in the Delivery agreement signed with this Contract. I agree that I shall be responsible for any and all damage incurred as a result of the use of the vehicle immediately upon taking possession of the vehicle. I certify that I am at least 18 years of age, I further acknowledge receipt of a copy of this order, and I have read, understood and agree with all terms and conditions of this order.

I hereby authorize you to obtain any credit information needed and to retain this information together with this statement in your files.

In the unlikely event that the customer has a dispute with GWINNETT SUZUKI, customer hereby agrees that the dispute shall be settled by arbitration, the Better Business Bureau of Metropolitan Atlanta.

Customer Sig.                      **Das Global Capital Corp. Computer Mark Vinson Day**

Accepted By                     

Bus. Manager

MV-1 (Revised 12-2009)



DOR - Processing Center-Motor Vehicle Title/Tag Application

Original Title Fee	\$18.00	County Ad-Valorem Tax	\$	00
Replacement Title Fee	8.00	License Tag Fee	\$	00
Title Penalty Fee	10.00	Mfg. Fee Special Tag	\$	00
License Plate to Transfer		Special Tag Annual Fee	\$	00
(Attach copy of current registration.)		Tag Transfer Fee	\$	00
GA Sales Tax	\$	10% Tax Penalty (\$5 Min.)	\$	00
Expedited Title Fee*	\$10.00	25% Tag Penalty	\$	00
*Expedited title processing is only available by mail or in person at State MV-PC.		Tag/Decal Mail Fee	\$	00

Vehicle Section: Except for the signature, this application must be typed, electronically completed & printed or legibly hand printed in black or blue ink.

Vehicle Identification Number	Year	Make	Body Style	Model	Color	Cylinders	New or Used
3247	2009	MERCEDES-B	SEDAN	S550	BLK/BLK	8	Used

Date Purchased	Emission Certificate #	Current Title #	Current Title's State of Issue	GA County of Residence	District #
1/7/2013				Fulton	

Odometer Reading	Odometer reading is actual miles unless you check one of the following boxes; <input type="checkbox"/> EXEMPT		Fuel
61,203	<input type="checkbox"/> Exceeds Mechanical Limits of Odometer <input type="checkbox"/> Not the Actual Mileage, Warning odometer discrepancy!		Gas

Gross Vehicle Weight & Load	Straight Truck?	Complete For All Commercial Vehicles Used For Hire?	Type of Trailer Pulled?	Product Hauled?	Is This A Farm Vehicle?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No

Number of Owners: 2 Owner Section Leased Vehicle?  No  Yes (Complete Lessee Section)

Owner #1	Full Legal Name of Owner #1	Date of Birth
Driver's License # (if individual)	First, Middle, Last, Suffix	
State/Country of Issue*	Das Global Capital Corp	
If you purchased this vehicle from an out-of-state dealer/business, did you pick-up the vehicle out-of-state?	Full Legal Name of Business/Leasing Company's Name	Purchaser's GA Sales Tax # (when applicable)
<input type="checkbox"/> Yes <input type="checkbox"/> No		

Owner #2	Full Legal Name of Owner #2	Date of Birth
Driver's License # (if individual)	First, Middle, Last, Suffix	
State/Country of Issue*	Mark Vinson Day	1971
	Full Legal Name of Business/Leasing Company's Name	

Address (Street address including city, state & zip)	Mailing Address (if different from street address including city, state & zip)
260 Peachtree St Nw Ste 2200 ATLANTA, GA 30303	

Seller Section Lessee Section

GA Dealer's/Bank's 12 Digit Customer ID#	Seller's GA Sales Tax #	Driver's License #, if individual*
001100059505		

Full Legal Name or Business Name & Address: Lessee's Full Legal Name & Address or Business Lessee's Full Name & Address:

Full Legal Name or Business Name & Address:	Lessee's Full Legal Name & Address or Business Lessee's Full Name & Address:
GWINNETT SUZUKI 2960 SATELLITE BLVD DULUTH, GA 30096	

If Georgia Seller, GA County Name	Lessee's GA County Location
GWINNETT	

Number of Security Interests or Liens: Security Interests or Liens Section If you are an electronic lien or security interest holder participant, please check the following box(es):  1<sup>st</sup> Lien  2<sup>nd</sup> Lien  3<sup>rd</sup> Lien

Security Interest Holder's/Lien Holder's or ELT 12 Digit Customer ID #	Security Interest Holder's/Lien Holder's or ELT 12 digit Customer ID #
0	

Name & Address of 1 <sup>st</sup> Security Interest Holder/Lien Holder:	Name & Address of 2 <sup>nd</sup> Security Interest Holder/Lien Holder:
Regions PO Box 276357 SACRAMENTO, CA 95827 6357	

Security Interest Holder's/Lien Holder's or ELT 12 digit Customer ID #	Name & Mailing Address of Attorney-in-Fact - Attach original power of attorney if title is to be mailed to attorney-in-fact.

Name & Address of 3 <sup>rd</sup> Security Interest Holder/Lien Holder:

I do solemnly swear or affirm under criminal penalty of a felony for fraudulent use of a false or fictitious name or address or for making a material false statement punishable by fine up to \$5,000 or by imprisonment of up to five years, or both, that the statements contained herein are true & accurate.

Owner #1 Signature: *Das Global Capital Corp* Owner #2 Signature: *Mark Vinson Day*

\*A Georgia license plate and registration will not be issued until the applicant presents, at the time of application, their valid Georgia driver's license or Georgia identification card.

DATE 1/7/03 CUSTOMER Daz Global Capital Corp and Mark Vinson Day STOCK NO. 273247  
(Full Legal Name)

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, WINNETT SUGNET of 2960 SATELLITE BLVD  
(TRANSFEROR'S NAME, PRINT) (ADDRESS)  
Owner of Year 2002 Make MERCEDES-B  
Body Type SEDAN Model 2500 VIN 3D0HE1702473217  
License No. \_\_\_\_\_ Sticker No. \_\_\_\_\_ State CA Year \_\_\_\_\_

State that the odometer now reads 61,203 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described above, unless one of the following statements is checked.

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY.

TRANSFEROR'S NAME WINNETT SUGNET  
(PRINTED NAME)  
TRANSFEROR'S ADDRESS 2960 SATELLITE BLVD  
(STREET)  
DUBLIN, CA 94568  
(CITY) (STATE) (ZIP CODE)  
TRANSFEROR'S SIGNATURE \_\_\_\_\_  
DATE OF STATEMENT 1/7/03

Daz Global Capital Corp  
and Mark Vinson Day  
(PRINTED NAME)  
TRANSFEREE'S NAME  
TRANSFEREE'S ADDRESS 760 Fenchtree St #2200  
(STREET)  
ATLANTA, GA 30309  
(CITY) (STATE) (ZIP CODE)  
TRANSFEREE'S SIGNATURE \_\_\_\_\_  
(PRINTED NAME)



**ODOMETER DISCLOSURE STATEMENT**

100 REGIONS FINANCIAL CORP  
1 REGIONS BANK  
716 APPLICATION  
90 LOAN NUMBER

USER FRIENDLY HISTORY CARD

██████████001

PAGE 1  
DATE 7/31/2013  
AS OF 7/31/2013

07/31/13

1 716 ██████████8808

DAS GLOBAL CAPITAL CORP  
260 PEACHTREE ST  
ATLANTA GA 30303

TYPE OF ACCOUNT	SIMPLE INTEREST	ACCOUNT OPENED	01/07/13
NOTE AMOUNT	46,699.00	PROCEEDS	46,699.00
INTEREST RATE	.09790	CURRENT BALANCE	0.00
INTEREST DUE	0.00	NEXT PAYMENT DUE	08/06/13
		PAYMENT AMOUNT	860.20

DATE	DESCRIPTION	TRANSACTION DETAIL	BALANCE
01/07/13	LOAN ESTABLISHED		46,699.00
02/19/13	ASSESS LATE CHARGE	43.01	46,699.00
03/18/13	ASSESS LATE CHARGE	43.01	46,699.00
04/17/13	ASSESS LATE CHARGE	43.01	46,699.00
05/17/13	ASSESS LATE CHARGE	43.01	46,699.00
06/06/13	PAYMENT - THANK YOU	500.00	46,699.00
	PMT DETAIL - INT	500.00	
06/06/13	PAYMENT - THANK YOU	360.20	46,699.00
	PMT DETAIL - INT	360.20	
06/06/13	PRIN PMT - THANK YOU	9.80	46,689.20
06/17/13	ASSESS LATE CHARGE	43.01	46,689.20
07/17/13	ASSESS LATE CHARGE	43.01	46,689.20
07/30/13	PRINCIPAL ADJ DR	46,689.20	46,689.20

STATE OF SOUTH CAROLINA )

IN THE )

COURT OF COMMON PLEAS )

COUNTY OF AIKEN )

DOCKET NO. 2014 CP 02-01544 )

REGIONS BANK )

Plaintiff )

MOTION AND ORDER INFORMATION )

v. )

FORM AND COVER SHEET )

MARK V DAY, )

Defendant. )

Plaintiff's Attorney:

Richard L. Jackson, Brock & Scott, PLLC, Bar # 77669  
Gregory P. Cowan, Brock & Scott, PLLC Bar #100299  
Brook D. Dangerfield, Brock & Scott, PLLC Bar #77912  
1315 Westbrook Plaza Dr., Suite 100  
Winston-Salem, NC 27103  
phone: (336) 354-1797 fax:(336) 354-1588

Defendant's Attorney:

Bar No.  
Address:  
  
phone: fax:  
e-mail: other:

- MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
- FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
- PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Default

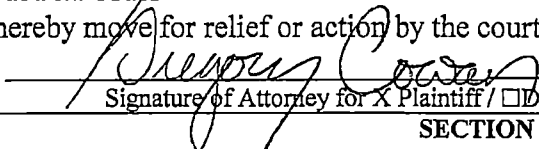
Estimated Time Needed: Court Reporter Needed:  YES /  NO

SECTION II: Motion/Order Type

Written motion attached

Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order

  
\_\_\_\_\_  
Signature of Attorney for  Plaintiff /  Defendant

08-22-2014  
Date submitted

SECTION III: Motion Fee

PAID - AMOUNT: 25.00

- EXEMPT:  Rule to Show Cause in Child or Spousal Support (check reason)  Domestic Abuse or Abuse and Neglect
  - Indigent Status  State Agency v. Indigent Party
  - Sexually Violent Predator Act  Post-Conviction Relief
  - Motion for Stay in Bankruptcy
  - Motion for Publication  Motion for Execution (Rule 69, SCRCPC)
  - Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
- Name of Court Reporter: \_\_\_\_\_
- Other: \_\_\_\_\_

JUDGE'S SECTION

- Motion Fee to be paid upon filing of the attached order.
- Other: \_\_\_\_\_

\_\_\_\_\_  
JUDGE

CODE: \_\_\_\_\_ Date: \_\_\_\_\_

**COPY ORIGINAL FILED**

CLERK'S VERIFICATION

Date Filed:

- Collected by: \_\_\_\_\_
- MOTION FEE COLLECTED: \_\_\_\_\_
- CONTESTED - AMOUNT DUE: \_\_\_\_\_

SEP 08 2014

3:15 (KS)

AIKEN COUNTY CLERK OF COURT

REGIONS BANK,  
*Plaintiff,*

vs.

MARK V DAY, A/K/A MARK VINSON DAY,  
*Defendant.*

**MOTION FOR DEFAULT JUDGMENT**

COMES NOW THE PLAINTIFF, by and through the undersigned counsel, and Respectfully Moves this Honorable Court, pursuant to Rule 55 of the South Carolina Rules of Civil Procedure, that the Court grant Judgment in favor of the Plaintiff, and as cause wherefore will show as follows by the affidavit of counsel:

1. I am counsel for the Plaintiff in this civil action, and I make this Affidavit and Motion upon my own personal knowledge.

**DEFAULT OF THE DEFENDANT**

2. Upon information and belief, the Defendant in this civil action has been duly served with the Summons and Complaint herein on July 16, 2014 pursuant to all affidavits of service appearing of record. Further upon information and belief, the Defendant did not present an Answer to the Plaintiff or this Court as required by the Summons and SCRPC, Rule 12(a) within thirty (30) days of service.
3. Rule 8(d) of the South Carolina Rules of Civil Procedure sets forth that the allegations of the complaint are deemed admitted when not denied by a responsive pleading, except allegations as to the amount of damages.
4. Plaintiff seeks relief by way of a claim for liquidated damages in a sum certain, or which may by computation be made certain, as set forth in the Plaintiff's verified Statement of Account filed contemporaneously with the Complaint in this civil action. This Motion is made pursuant to Rule 55(b)(1) of the South Carolina Rules of Civil Procedure.
5. After a review of the records of the U.S. Department of Defense Manpower Center, I have determined that the Defendant is not entitled to relief pursuant to the Servicemember's Civil Relief Act of 2003, 50 U.S.C. Appendix §§ 501 *et seq.*

FURTHER AFFIANT SAITH NOT!

WHEREFORE, PREMISES CONSIDERED, Plaintiff Respectfully Prays for Relief as follows:

1. That the Plaintiff have and recover from the Defendant the sum of \$48,642.12; and,
2. That the costs of this action be taxed against the Defendant; and,
3. For such other, further, and general relief as to which Plaintiff may be entitled in law or equity alike.

This the 22<sup>nd</sup> day of August, 2014.

**COPY  
ORIGINAL FILED**

SEP 08 2014

AIKEN COUNTY  
CLERK OF COURT

3:15 (S)

BROCK & SCOTT, PLLC

*Gregory P. Cowan*  
— Richard L. Jackson, S.C. Bar # 77669  
— Gregory P. Cowan, SC Bar #100299

— Brook D. Dangerfield, SC Bar #77912

BROCK & SCOTT, PLLC

1315 Westbrook Plaza Drive

Winston-Salem, NC 27103

Telephone: (336) 354-1797

Telefax: (336) 354-1588

Sworn to and subscribed before  
the undersigned Notary-Public

on the 22 day of August, 2014.

*Stacey Hughes*  
\_\_\_\_\_  
Notary-Public

Comm'n Exp.: 5-5-2019

STACEY HUGHES  
NOTARY PUBLIC  
GUILFORD COUNTY, NC

cHSG04221

CERTIFICATE OF SERVICE

The undersigned paralegal does hereby certify: I have served a copy of the foregoing Cover Sheet, Motion for Default Judgment, and Affidavit in Support of Default Judgment upon all parties required to be served by this date, mailing same enclosed in a first-class, postage paid, properly addressed envelope, in an official depository under the exclusive care and custody of the United States Postal Service, or hand-delivered same, to the parties whose name and last address known to me are as follows:

Mark V Day  
944 Dexter NE Street  
Aiken SC 29801

This the 25 day of August, 2014.

BROCK & SCOTT, PLLC

  
\_\_\_\_\_  
Paralegal

HSG04221

RECEIVED

JUN 19 2015

SC Court of Appeals

COPY  
ORIGINAL FILED

SEP 08 2014

3:15 (S)

AIKEN COUNTY  
CLERK OF COURT

REGIONS BANK,  
*Plaintiff,*

vs.

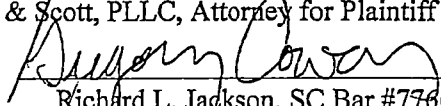
MARK V DAY, A/K/A MARK VINSON DAY,  
*Defendant.*

**AFFIDAVIT OF  
NON-MILITARY SERVICE**

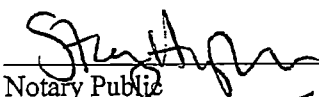
PERSONALLY appeared before me the undersigned attorney, who first being duly sworn, deposes and says:

That he is familiar with the provisions of 50 App. Section 520, Civil Relief Act of 1940, and to induce the Court to enter a default judgment against the Defendant, Mark V Day, a/k/a Mark Vinson Day,, represents to the Court that from his/her file in this matter, and on information and belief based on the hereinafter enumerated facts, the Defendant above named is not in the Military Service of the United States and is not entitled to the protection of the Civil Relief Act of 1940 and Amendments thereto.

The source of information on which I base my belief is as follows: Research made by the Law Offices of Brock & Scott, PLLC, Attorney for Plaintiff herein.

  
Richard L. Jackson, SC Bar #77669  
Gregory P. Cowan, S.C. Bar #100299  
BROCK & SCOTT, PLLC  
Attorneys for the Plaintiff

Sworn to before me this 22 day of August, 2014

  
Notary Public  
My commission expires: 5-5-2019

STACEY HUGHES  
NOTARY PUBLIC  
GUILFORD COUNTY, NC

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

2ND JUDICIAL CIRCUIT

COUNTY OF AIKEN

DOCKET NO. 2014-CP-02-01544

REGIONS BANK,  
Plaintiff,

vs.

MARK V DAY, A/K/A MARK VINSON DAY,  
Defendant.

**ORDER OF DEFAULT  
AND JUDGMENT**

IT being made to appear to me that the Summons and Complaint in the above-entitled action was personally served on the Defendant in the within cause of action more than thirty (30) day ago as may be seen by the records filed with the Clerk; that no Notice of Appearance or other pleadings have been received or served in response thereto as may be seen by reference to the Affidavit of Plaintiff's Attorney.

NOW, THEREFORE, pursuant to Rule 55 of the South Carolina Rules of Civil Procedure and upon motion of the Attorney for the plaintiff, the Defendant below named is hereby declared to be in default.

UPON FURTHER MOTION of Plaintiff's Attorney, it is hereby adjudged that the Plaintiff herein have Judgment as follows:

Defendant: Mark V Day, a/k/a Mark Vinson Day

Principal	\$48,642.12
Court Costs	\$190.00
<b>Total Judgment</b>	<b>\$48,832.12</b>

AND IT IS SO ORDERED.

This the 9<sup>th</sup> day of Sept., 2014

  
JUDGE PRESIDING FOR THE 2ND JUDICIAL  
CIRCUIT

01HSG04221

FILED 9.8 2014  
Dei. Hadard  
C.P.C. & G.S. 3:15(S)  
Kathy Stroh  
Deputy Clerk

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN  
I, Liz Gofard, Clerk of Court of Common Pleas and General  
Sessions for Aiken County, South Carolina do hereby certify  
that this document is a true and correct copy of the  
original document which was filed in my office this  
8 day of September, 2014  
Dei. Hadard  
C.P.C. & G.S. Aiken County, SC  
Kathy Stroh  
Deputy Clerk

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN  
IN THE COURT OF COMMON PLEAS  
REGIONS BANK

JUDGMENT IN A CIVIL CASE

CASE NO. 2014-CP-02-01544  
MARK V DAY

PLAINTIFF(S)	DEFENDANT(S)
Submitted by: _____	Attorney for: <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> 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 a 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 \_\_\_\_\_
- 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: \_\_\_\_\_

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)
<u>Regions Bank</u>	<u>Mark V Day</u>	\$48,832.12
		\$
		\$

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

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.

*[Signature]*  
 Circuit Court Judge

FILED 9-8 2014 0136 9-8-14  
 Judge Code Date

*[Signature]*  
 J.C.C.P. CLERK  
*[Signature]* 3:15 PM  
 Page 1

SCRPC Form 4C (03/2013)

STATE OF SOUTH CAROLINA  
 COUNTY OF AIKEN  
 I, Liz Godard, Clerk of Court of Common Pleas and General Sessions for Aiken County, South Carolina do hereby certify that the foregoing is a true and correct copy of the original documents which are on file in my office this 8 day of September 2014  
*[Signature]*  
 J.C.C.P. CLERK  
 Deputy Clerk

For Clerk of Court Office Use Only

This judgment was entered on the 8 day of September, 2014 and a copy mailed first class or placed in the appropriate attorney's box on this 8 day of September, 2014 to attorneys of record or to parties (when appearing pro se) as follows:

Gregory P. Cowan

ATTORNEY(S) FOR THE PLAINTIFF(S)

\_\_\_\_\_

ATTORNEY(S) FOR THE DEFENDANT(S)

Chris Madarby (attn: J. Sullivan)  
CLERK OF COURT KC

Court Reporter : \_\_\_\_\_

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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROPOSED AMENDED MOTION**

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

IN THE COURT OF COMMON PLEAS  
2ND JUDICIAL CIRCUIT  
DOCKET NO. 2014-CP-02-01544

REGIONS BANK, )  
*Plaintiff,* )  
)  
vs. )  
)  
MARK V. DAY A/K/A MARK VINSON DAY, )  
*Defendants.* )  
)  
)  
)

**MOTION FOR DEFAULT JUDGMENT**

COMES NOW THE PLAINTIFF, by and through the undersigned counsel, and Respectfully Moves this Honorable Court, pursuant to Rule 55 of the South Carolina Rules of Civil Procedure, that the Court grant Judgment in favor of the Plaintiff, and as cause wherefore will show as follows by the affidavit of counsel:

1. I am counsel for the Plaintiff in this civil action, and I make this Affidavit and Motion upon my own personal knowledge.

**DEFAULT OF THE DEFENDANT**

- 2. Upon information and belief, the Defendant in this civil action has been duly served with the Summons and Complaint herein on July 16, 2014 pursuant to all affidavits of service appearing of record. Further upon information and belief, the Defendant did not present an Answer to the Plaintiff or this Court as required by the Summons and Rule 12(a), SCRPC, within thirty (30) days of service.
- 3. Rule 8(d) of the South Carolina Rules of Civil Procedure sets forth that the allegations of the complaint are deemed admitted when not denied by a responsive pleading, except allegations as to the amount of damages.
- 4. Plaintiff seeks relief by way of judicial repossession of the 2009 Mercedes-B, with VIN# WDDNG71Z09A273247 (hereinafter the "Subject Motor Vehicle"). This Motion is made pursuant to Rule 55(b)(2) of the South Carolina Rules of Civil Procedure.
- 5. After a review of the records of the U.S. Department of Defense Manpower Center, I have determined that the Defendant is not entitled to relief pursuant to the Servicemember's Civil Relief Act of 2003, 50 U.S.C. Appendix §§ 501 *et seq.*

FURTHER AFFIANT SAITH NOT!

WHEREFORE, PREMISES CONSIDERED, Plaintiff Respectfully Prays for Relief as follows:

- 1. That the Plaintiff have and recover from the Defendant the possession of the Subject Motor Vehicle;

**PROPOSED AMENDED MOTION**

- 2. That the Court order and direct the Sheriff of Aiken County, South Carolina, and the Sheriff of any other county in the State of South Carolina, to place Plaintiff into possession of the Subject Motor Vehicle;
- 3. That any Order entered in the present action reserve unto Plaintiff the right to take such further legal action as is necessary to pursue any deficiency sum against Defendant that may result after the sale of the collateral in issue, if applicable;
- 4. That the costs of this civil action be taxed to the Defendant; and
- 5. For such other, further, and general relief as to which the Plaintiff may be entitled in law or equity alike.

This the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

BROCK & SCOTT, PLLC

\_\_\_\_\_  
Richard L. Jackson, S.C. Bar # 77669  
\_\_\_\_\_  
Gregory P. Cowan, SC Bar # 100299  
\_\_\_\_\_  
Brook R. Dangerfield, SC Bar #77912

BROCK & SCOTT, PLLC  
1315 Westbrook Plaza Drive  
Winston-Salem, NC 27103  
Telephone: (336) 354-1797  
Telefax: (336) 354-1588

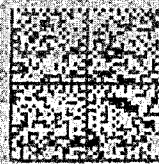
Sworn to and subscribed before the  
undersigned Notary-Public

on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary-Public

Comm'n Exp.: \_\_\_\_\_





U.S. POSTAGE PITNEY BOWES



ZIP 27103 \$ 007.70<sup>0</sup>  
02-1W  
0001399037 JUN 17 2015



1315 WESTBROOK PLAZA DRIVE  
WINSTON-SALEM, NC 27103

SC Court of Appeals  
P.O. Box 11629  
Columbia, SC 29211

RECEIVED  
JUN 19 2015  
SC Court of Appeals

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