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**The State Of South Carolina**

**In The Court Of appeals**

**JAN 27 2016**

**Appeal from Greenville County SC Court of Appeals**

**Charles B. Simmons, Jr. Master In Equity**

**Jean Elliott.....Respondent**

**v.**

**Alberto Alvarez..... Appellant**

**MOTION FOR SUPERSEDEAS**

**Summary:**

**Motion for Supersedeas - Request for Injunction - To delay public auction of subject home which is the basis of argument for the appeal I filed (*pro se*) with the South Carolina Court of Appeals on January 26, 2016. (Sent to Post Office Box 11629) Address of the Martinez - Gracia residence - 14 Henderson Street - Greenville, South Carolina 29611.**

**Auction Scheduled - February 1, 2016**

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**The motion submitted herein is related to a foreclosure proceeding held in the Court Of The Master Of Equity for Greenville County on November 4th, 2016 and continued on December 15, 2015. The Notice Of Appeal to your court was submitted just yesterday, Tuesday, and as such - no Court Of Appeals tracking number has been assigned. The Original motion in Greenville County Court - 13th Circuit - was 2015-CP-23-03181. Attached for review is the court's ruling as well as the first of two transcripts which were produced separately - there is one per hearing.**

**As a result of the court's ruling, the subject home - 14 Henderson Street, Greenville, South Carolina 29611 is scheduled to be auctioned in a foreclosure sale on the steps of the courthouse this coming Monday - February 1st.**

Of all the errant, illegal, mis-fortunate, or simply egregious acts and ramifications of this regretful judicial proceeding, I believe, the worst outcome would be the wrongful and unjust displacement of this Latino family of six - the Martinez-Garcia family, with children as young as ten and eleven years old - a family of six that is truly faultless.

Though named as respondents in the foreclosure proceedings, ( I do not know why? ), the case adjudicated was essentially a conflict which arose between the original seller, a Mrs. Jean Pittman, and myself. The Martinez-Garcia family purchased 14 Henderson by assuming the mortgage and use of a South Carolina Quit Claim Deed.

In initiating the appeal, which I completely understand the gravity of such an act, I am now of understanding how and why my Limited

English Proficiency prevented my personal civil rights from diligently being advocated and in turn, due process was not served. With numbered errant court rulings and from other factors, I have placed this innocent family in harm's way. Beyond the simple issue of language proficiency and the limitations imposed on me while conducting court proceedings, I am in possession of a plethora of adjudicative evidence which was wrongfully barred from admission to the hearing by the presiding judge - which would not only have profoundly impacted the outcome of the case - the barred adjudicative evidence would have unequivocally changed the outcome of the foreclosure proceedings. Inquiry into Dodd Frank Title 14 Has helped me to understand so much of what transpired and how.

I believe a summary review of the Judge's Orders - contrasted to the first of two transcript installments will provide the beginnings of a most lucid picture as to the disposition of the court and judicial bias I

**was subjected to. In my comprehensive Brief Of Appellant, to be provided within the next couple of weeks, I will detail my arguments underpinning my accusations of today. I understand I must deliver a preponderance in such a civil case in order to prevail and from a closer scrutiny of the transcripts, annotation, and the innumerable arguments I made in court that are recorded in the transcripts against the foreclosure (in reality a manufactured default), it will be such as apparent as the question to be asked why such arguments I made were so summarily quashed by the court as is apparent as the question; how can such a faultless family of six have their home illegally taken from them without due process.**

**For such limited testimony as I can offer today without extensive analysis, critique of events, and revelation of all requisite evidence needed for a reversal of the decision rendered (which is written in and**

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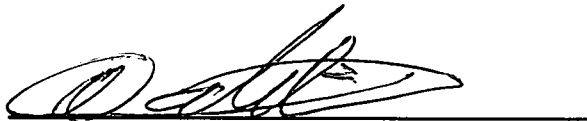
**between the lines of the transcripts), and other documents offered to but disregarded by the court, I beg the court for a Supersedeas (or injunction) per se, as needed to allow the family of the named defendants - the family of six - the Martinez-Garcias - to continue to live their lives - undisrupted - with continuity - so important to the mental health of their school age children - until such appeal as I have submitted can be adjudicated. As stated before - they are faultless. I ask for the Court Of Appeals Of South Carolina to make such possible as to stop the public auction of the home of this family to allow them quiet enjoyment, their rights, to continue to live at 14 Henderson Street, their rightful home, until such time as justice is rendered and the issue of foreclosure itself - quashed.**

**Should any bonding - surety instruments be required to allow such a**

considerate arrangement to be allowed, within one day's notice - I will provide any such bonding - surety instruments as the court deems adequate to protect the property from coming to waste as well as to cover the cost for use of the property over the time of appeal ( should such reimbursement prove to be required in the end. )

I need only direction from the Clerk Of Court regarding said sureties and as directed, said instruments will be driven to Columbia on the same day.

.....End Of Motion For Supersedeas.....



**Alberto Alvarez**

*Ignorantia juris non excusat!*  
*Trial of Nov 4, 2013*

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November 16, 2015

Alberto Alvarez  
[Alvarezenterprises.gc.emp@gmail.com](mailto:Alvarezenterprises.gc.emp@gmail.com)  
864-275-7780

In re: Elliott v. Alvarez  
2015-CP-23-03181  
Before The Honorable Charles B. Simmons, Jr., Master-In-Equity  
November 5, 2015

Transcript of Testimony

23 Pages @ \$ .75 per page

\$17.25

Thank You



1 BY THE COURT: All right. Mr. Stewart, tell me where things  
2 stand.

3 MR. STEWART: Your Honor, this is a foreclosure case. My  
4 client is here, Ms. Jean Elliott. She is appearing for herself  
5 and also as Personal Representative of the estate of her deceased  
6 husband, Ervin Elliott. The Defendants are Mr. Alvarez -- I  
7 believe he's seated here -- and Ms. Estela Gutierrez-Garcia, who  
8 I believe this is her seated to my left. I have handed Ms. Wanda  
9 a notice letter that I sent out to all of the Defendants. The  
10 other Defendant J. Guadalupe Ledesma-Martinez, the bailiff has  
11 called his name out in the hall, and we've called it in here, and  
12 I don't believe he's here but we take the position he was given  
13 proper notice and we are ready to proceed.

14 THE BAILIFF: No response.

15 BY THE COURT: All right. Sir, if you would state your full  
16 name, please.

17 MR. ALVAREZ: My name is Alberto Alvarez.

18 BY THE COURT: Now, Mr. Alvarez, do you understand what this  
19 is involving here this morning?

20 MR. ALVAREZ: Yes.

21 BY THE COURT: Okay. I may be mistaken but someone on my  
22 staff, I believe, had a discussion with you earlier this morning  
23 outside of the courtroom, is that correct, on the telephone?

24 MR. ALVAREZ: Really, I got to do it because I think I can  
25 do it with my English but my interpreter is in another town

1 today. He don't have a time to call me to help me.

2 THE COURT REPORTER: ~~I'm sorry, can you repeat that?~~

3 MR. ALVAREZ: Yeah. My interpret is in another town, and he  
4 got to do something in Anderson and he can't come with me but I  
5 got no choice, I have to represent by myself. I'm not trying to  
6 make it look like a lawyer.

7 BY THE COURT: Let me ask you this, do you agree or disagree  
8 that the money that is owed?

9 MR. ALVAREZ: I disagree.

10 BY THE COURT: Okay. Ma'am, your name is what?

11 MS. GARCIA: Estela---

12 BY THE COURT: I need you standing up if you will, please.

13 ~~(Mr. Alvarez translates for Ms. Garcia.)~~

14 BY THE COURT: What's your name, please?

15 MS. GARCIA: Estela Gutierrez.

16 BY THE COURT: Mr. Stewart, I don't see any option other than  
17 to continue it and get an interpreter. If you can give me some  
18 basis I can -- I've got two folks that don't speak much English  
19 at all.

20 MR. STEWART: Well, Your Honor---

21 BY THE COURT: And I've got another case at 10:30. So, if  
22 you can tell me how we can do this in 20 minutes, I'm glad to  
23 listen.

24 MR. STEWART: I don't know how we can -- I know I can do my  
25 part of it in 20 minutes. I don't know how long these people

1 would take. Your Honor, this case has already been continued  
2 once.

3 BY THE COURT: All right. Call your witness. Y'all can have  
4 a seat.

5 JEAN P. ELLIOTT, BEING FIRST DULY SWORN, TESTIFIED AS  
6 FOLLOWS:

7 BY THE COURT: Be careful of those steps up, please.

8 THE WITNESS: I know I don't want to fall again.

9 BY THE COURT: I don't want that to happen to you either.

10 THE WITNESS: Thank you.

11 BY THE COURT: All right. And if you'll state your full  
12 name, please.

13 THE WITNESS: Jean P. Elliottt.

14 BY THE COURT: All right, Mr. Stewart.

15 MR. STEWART: May it please the Court.

16 DIRECT EXAMINATION BY MR. STEWART:

17 Q Ms. Elliott, you and your husband, Ervin, owned this  
18 property at 14 Henderson Street in Greenville, did you not?

19 A Yes, sir.

20 Q And your husband, Mr. Ervin Elliott, is deceased, is he not?

21 A Yes, sir.

22 Q You're the Personal Representative of his estate?

23 A Yes, sir.

24 Q Can you hear me all right?

25 A Yes, sir.

1 Q All right. You and Mr. Elliott deeded this property that's  
2 the subject of this lawsuit to Mr. Alvarez; is that correct?

3 A Yes, sir.

4 Q All right. Is this a copy of the deed where you and your  
5 husband deeded that property to Mr. Alvarez?

6 A Yes, sir.

7 MR. STEWART: Your Honor, we would move this into evidence.

8 BY THE COURT: All right. It will be Plaintiff's 1.

9 (Title to Real Estate entered into evidence as Plaintiff's  
10 Exhibit No. 1)

11 Q And Ms. Elliott, Mr. Alvarez gave you a Promissory Note to  
12 promise to pay you for this property; is that right?

13 A Yes, sir.

14 Q All right. Ms. Elliott, is this the original of that  
15 Promissory Note with Mr. Alvarez's signature on it?

16 A Yes, sir.

17 MR. STEWART: Your Honor, we would like to substitute a copy  
18 in the record if that's all right.

19 BY THE COURT: If you'll make sure to show it to both  
20 Defendants to see if there's any objection or disagreement.

21 MR. STEWART: Your Honor, unless there's any objection, we  
22 would move it be admitted.

23 BY THE COURT: Yes, sir.

24 (Promissory Note entered into evidence as Plaintiff's  
25 Exhibit No. 2)

1 Q Ms. Elliott, to secure the payment of that Note, did Mr.  
2 Alvarez give you a Mortgage on this property?

3 A Yes, sir.

4 Q Is this a copy of that Mortgage that Mr. Alvarez gave you on  
5 this property?

6 A Yes, sir, it is.

7 MR. STEWART: Your Honor, we would move that the Mortgage be  
8 admitted into evidence.

9 BY THE COURT: And just for the record, copies have been  
10 provided to both Defendants and no objection.

11 (Mortgage entered into evidence as Plaintiff's Exhibit No.  
12 3)

13 Q All right. Ms. Elliott, I'm going to call your attention to  
14 one particular passage in that -- in Exhibit 3, the Mortgage.  
15 It's on page 4, number 2.7. It says, "TRANSFER OF PROPERTY OR  
16 INTEREST IN MORTGAGOR. The Mortgagor" -- that's Mr. Alvarez --  
17 "shall not, whether voluntarily, involuntarily or by process of  
18 law, sell, convey, transfer, or lease or in" -- any way -- "any  
19 other manner change the ownership of or title to all or any  
20 portion of the Property." And that's the property you were  
21 selling?

22 A Yes, sir.

23 Q Now, did Mr. Alvarez sell the property that you sold to him  
24 without your permission?

25 A Yes, he did.

1 Q All right. Ms. Elliot, is this a copy of the South Carolina  
2 QuitClaim Deed where Mr. Alvarez sold the property to J.

3 Guadalupe Ledesma-Martinez and/or Estela Guitierrez-Garcia?

4 A Yes, sir.

5 Q All right. And that was filed in the deeds office here in  
6 Greenville at Deed Book 2436 at Page 5064; is that correct?

7 A Yes, sir.

8 Q That was on December 23, 2013, right?

9 A Yes, sir.

10 Q Now, was that after you sold the property to him?

11 A That was after I sold the property to him.

12 Q Now, did you ever give him permission in any way to sell  
13 that property to these folks?

14 A No, sir.

15 Q Did you ever give him permission -- because it says in here  
16 that they are going to assume the Mortgage that Mr. Alvarez gave  
17 to you. Did you ever give permission for these folks to assume  
18 that Mortgage?

19 A No, sir.

20 MR. STEWART: We would move this into evidence, Your Honor.

21 BY THE COURT: All right.

22 (South Carolina QuitClaim Deed entered into evidence as  
23 Plaintiff's Exhibit No. 4)

24 Q Now, did Mr. Alvarez ever pay you everything that you are  
25 owed on this property?

1 A No, sir.

2 Q Now, he was making some monthly payments, was he not?

3 A He was making the monthly payments.

4 Q But he stopped making those monthly payments?

5 A He stopped making them.

6 Q And he stopped in August of 2014?

7 A August of 2014.

8 Q Okay. All right. Now, has anybody else, Ms. Gutierrez-  
9 Garcia or Mr. Ledesma-Martinez or anybody, have they made any  
10 payments to you since August of 2014?

11 A No.

12 Q All right. Now, there's a balance due on this property, is  
13 there not?

14 A Yes, sir.

15 Q As far as the principal that's owed on the property, how  
16 much is it?

17 A \$49,512.31.

18 Q All right. And then the interest on money since August 14  
19 is how much?

20 A \$6,078.39.

21 Q All right. Attorney's fees, you've had to pay attorney's  
22 fees for this foreclosure. And how much is that?

23 A \$2,320.00.

24 Q And you've had to pay costs to bring the case to court. How  
25 much is that?

1 A \$635.00.

2 Q All right. So, the total amount that's due that you're  
3 asking the Court to give you judgment for is how much?

4 A \$58,545.70.

5 Q So, are you asking the Court to give you judgment for this  
6 amount and that the property would be sold at the foreclosure  
7 sale?

8 A Yes, sir.

9 Q All right. Now, in the event somebody's living in the house  
10 after it's sold, do you want the Court to reserve the right for  
11 you to ask for a Writ of Assistance to have those people removed?

12 A Yes, sir.

13 Q All right. And as far as the deed that Mr. Alvarez gave to  
14 Mr. Ledesma-Martinez and Ms. Gutierrez-Garcia, are you asking the  
15 Court to wipe that deed out?

16 A Yes, sir.

17 Q All right. Now, are you asking for a deficiency judgment?

18 A Yes, sir.

19 MR. STEWART: Thank you, Your Honor. I have no further  
20 questions.

21 BY THE COURT: Now, Mr. Alvarez, do you have any questions of  
22 Ms. Elliott?

23 MR. ALVAREZ: Really, Your Honor, I want to ask questions to  
24 the lawyer Stewart, please.

25 BY THE COURT: You can't ask questions of the lawyer. You

1 can only ask questions of the party.

2 MR. ALVAREZ: Okay. Yeah. I got a lot of questions to --  
3 first, ~~I want to provide my credention (phonetic)~~---

4 BY THE COURT: You can't present any evidence. You can't do  
5 anything at this point---

6 MR. ALVAREZ: No, no, no.

7 BY THE COURT: Listen to me.

8 MR. ALVAREZ: Okay.

9 BY THE COURT: The only thing you can do at this point---

10 MR. ALVAREZ: I'm sorry.

11 BY THE COURT: Listen! The only thing you can do at this  
12 point is ask Ms. Elliott questions. You will have an opportunity  
13 to testify in a few minutes and present any evidence you may wish  
14 to, but this is your opportunity to ask her questions.

15 MR. ALVAREZ: I'm sorry. Yes. I want to ask questions.

16 BY THE COURT: Okay.

17 CROSS-EXAMINATION BY MR. ALVAREZ:

18 Q Ms. Jean, why you waited so many years---

19 A Can you come up here where I can hear you?

20 THE BAILIFF: Could you move closer, sir?

21 Q Okay. I buy the property for you in June 25 and you collect  
22 the money around two year---

23 A ~~Would you repeat that?~~

24 Q Okay. You sell to me the house in June 25, 2012 and you  
25 collect the money for two years, and you know the people living

1 there and you know I sell the house and said to me any---

2 THE COURT REPORTER: ~~I'm sorry, say that last part again,~~

3 Q She never said to me any kind of ~~audit (phonetic)~~ like I  
4 breaking the agreement and as such she watch me sign the house to  
5 the new owner to 14 Henderson Street---

6 THE COURT REPORTER: ~~I'm sorry, a new audit to---~~

7 Q I ask you why she waited too long. I pay for two years on  
8 time and she waited two years to give me foreclose without any  
9 kind of audit, never have I see anything from Jean Elliott any  
10 kind of audit. Yes, I see audit from the lawyer tried to  
11 foreclose, and she know I sell the house for the last year and  
12 she collect the money. Why you collect the money and I paid you  
13 the loan---

14 BY THE COURT: Mr. Stewart, can you help me out? Sir, she  
15 has difficulty hearing, and your English, although it's very  
16 good, ~~she can't understand it.~~ So, you're going to need to slow  
17 down, ask it much louder and ask a question at a time instead of  
18 a long statement.

19 Q Okay. I will start over. Ms. Jean Elliott, why you waited  
20 two years, why you waited two years to give me foreclose on the  
21 house and you collect money for the mortgage for two years and  
22 you know I sell the house---

23 MR. STEWART: Your Honor, that's---

24 BY THE COURT: ~~Ask simple, short questions~~ and then ask her  
25 ~~if she's able to understand you~~ please.

1 Q Okay... Do you understand? You sell it to me the house in  
2 June 2012. Do you remember?

3 A I don't think you bought the house until 2013.

4 Q I got receipts right here.

5 A 2012? Okay.

6 BY THE COURT: For the record, the deed was recorded October  
7 21, 2013.

8 MR. ALVAREZ: I got that---

9 BY THE COURT: I'm telling you, I've got a copy of the  
10 recorded deed. If you wish to see it, you've already been  
11 provided a copy of it.

12 MR. ALVAREZ: Yeah, I know. That's the day he recorded it,  
13 but I buy the house in June 25. I've got the receipt for the  
14 payment.

15 MR. STEWART: The deed is dated October 21, 2013.

16 BY THE COURT: Yes, sir.

17 MR. STEWART: So, that -- I just object to the question.

18 BY THE COURT: All right. Go ahead with your question, Mr.  
19 Alvarez.

20 Q Okay. Let me ask you another question. Do you know when I  
21 buy the house 2012 the house was \$43,000.00?

22 A It was what?

23 MR. STEWART: Object to the question.

24 BY THE COURT: All right. Hold on. Mr. Alvarez, you're  
25 asking about things that happened before the deed was recorded.

1 MR. ALVAREZ: Right.

2 BY THE COURT: You can't go back and ask questions about what  
3 happened before the deed. The law says whatever the deed says,  
4 that's what I'm bound to accept. So, any questions about what  
5 may have occurred prior to October of 2013 are not permissible.

6 Q Okay. Let me ask you another question. How much you pay my  
7 lawyer, Andy White, for the closing costs? Do you remember how  
8 much you pay?

9 A I didn't -- I never met Andy Wright (sic) until we went up  
10 there and signed the Mortgage.

11 Q Yeah but my question: how much did you pay the lawyer for  
12 the closing costs? Do you remember how much it was?

13 A No. Really, I don't. I gave a cashier's check to you.

14 Q Okay. My question now, why---

15 A What was the cashier's check for?

16 Q Why you pay to the lawyer and I hired my lawyer and my  
17 lawyer represent to me. I think that's illegal. You can't pay  
18 the lawyer because I hire my lawyer to represent me, and my  
19 lawyer -- he can't represent you. That's like malpractice for  
20 the lawyer.

21 MR. STEWART: Your Honor, I object to the form of the  
22 question.

23 BY THE COURT: I don't understand what you're trying to ask,  
24 sir.

25 A I don't either.

1 Q Okay. Let me explain to you. She told a couple minutes  
2 ago, she pay the lawyer for the closing costs and I am the person  
3 hired the lawyer, Andy White.

4 BY THE COURT: Okay. That's simply not relevant what  
5 happened three years ago. If you've got a lawyer issue, you file  
6 a grievance. Move on to something that's relevant. You may ask  
7 her questions about whether you have performed this obligation,  
8 this Note and this Mortgage, you may do that; but you can't start  
9 talking with her about who paid what lawyer at some closing.  
10 Those simply are not issues that have been raised in the legal  
11 pleadings.

12 MR. ALVAREZ: Okay. I can ask Ms. Elliott that question  
13 about why she pay my lawyer? I paid my lawyer to do the closing.

14 BY THE COURT: If you have a lawyer issue, file a grievance  
15 with the South Carolina Bar Grievance Committee.

16 MR. ALVAREZ: I already did. I already did.

17 BY THE COURT: All right.

18 Q Another question, do you know--

19 MR. ALVAREZ: (Speaks to Ms. Garcia)

20 MS. GARCIA: Estela.

21 Q --Estela, she live in the house to 2012?

22 A No, sir.

23 Q No?

24 A I never seen her before the hearing.

25 Q I remember you go out one day inside the house---

1 MR. STEWART: Your Honor,---

2 BY THE COURT: Sir, you may not ask anything that happened  
3 prior to the title coming into your name which was October 21,  
4 2013.

5 MR. ALVAREZ: Really, Your Honor, I can't ask her because  
6 that was the problem. That was the problem. I never -- I hired  
7 the lawyer and I tell different. I tell her I going to buy the  
8 house, and sell the house and that's what I do. And my lawyer at  
9 last minute he switch all paper because she paid my lawyer to do  
10 it a different way. And I got a lot---

11 BY THE COURT: All right. Listen to me. I have been handed  
12 into evidence a Promissory Note dated July 1 -- well, Mr.  
13 Stewart, the Promissory Note is July 1, 2013. The deed was not  
14 done until October 21, 2013, and the Mortgage was done October  
15 21, 2013.

16 MR. ALVAREZ: Your Honor---

17 BY THE COURT: Hold on.

18 MR. STEWART: I don't understand why that is, Your Honor,  
19 but obviously the transaction took place on the 13th -- I mean,  
20 on October 21st.

21 BY THE COURT: Well, I have -- your evidence shows a  
22 Promissory Note of July 1, 2013. So, you may ask your question.

23 Q Okay. Really, I'm on my ~~Other questions~~ (phonetic). Okay.  
24 I forgot the question I want to ask. Oh, okay. You see the  
25 ~~Promisnory~~ (phonetic) --

1 BY THE COURT: Sir, you can't ask me questions. You may ask  
2 the Plaintiff questions.

3 MR. ALVAREZ: Sorry, Your Honor.

4 Q The Promisnory I signed from to my lawyer, he no mention  
5 what kind of property I buy. I signed only one.

6 A ~~What kind of what?~~

7 Q What kind of property I buy. You see the -- I got the  
8 Promisnory. He never mentioned what kind of property I buy.  
9 There's no evidence---

10 A ~~I don't understand you.~~

11 Q The Promisnory I signed with you it no mention any  
12 ~~description (phonetic)~~ for the property.

13 ~~THE COURT REPORTER: What to the property?~~

14 Q Description, you know, the right property. He no mention any  
15 ~~debt (phonetic)~~ what kind of property I sign for Promisnory.

16 Okay. I'm going to try again. Do you remember about the  
17 Promisnory you signed?

18 BY THE COURT: ~~Are you saying the Promissory Note?~~

19 MR. ALVAREZ: Yes.

20 BY THE COURT: No, sir. She did not sign it. You signed it.

21 MR. ALVAREZ: Yes. It no mention any kind of property. It  
22 no mention. And I signed the paper because I trust my lawyer and  
23 my lawyer he crooked everything. He no do whatever -- I'm trying  
24 -- my lawyer and I sign any kind of paper. My lawyer he know I  
25 buy some houses to repair and sell it. That's what I do really.

1 BY THE COURT: You can't ask me questions. I can't answer  
2 your questions. If you have questions of Ms. Elliott, please ask  
3 them.

4 MR. ALVAREZ: Yes, okay. I'm sorry. I'm sorry. I'm trying  
5 to finish.

6 Q Okay. Why you collect the money for two year and you never  
7 mention to me anything I do something wrong? Why you collect the  
8 money? I got the receipt for two years.

9 A Yeah, but why did you not pay?

10 Q No. I pay all of the time. I didn't start to pay because I  
11 got you and I didn't pay no---

12 ~~THE COURT REPORTER: I'm sorry. Repeat that over again.~~

13 Q Okay. I start to pay because I want to do it some time---

14 ~~THE COURT REPORTER: Some kind of what?~~

15 BY THE COURT: ~~Are you saying addendum?~~

16 MR. ALVAREZ: Yes, addendum, to remove the -- because I  
17 trust my lawyer and I trust you like I trust in God and I trust  
18 everybody---

19 MR. STEWART: Your Honor, if there's a question in here, I'm  
20 not sure what---

21 BY THE COURT: Mr. -- if you have a question, please ask the  
22 question. What happened with your lawyer is simply not a relevant  
23 issue here today. I've tried to tell you that three times. If  
24 you have a question, you may ask it. If not, then you need to  
25 sit down.

1 MR. ALVAREZ: ~~(I ask it but she no understands.)~~

2 BY THE COURT: You're not asking a relevant question. You're  
3 asking her questions about what your lawyer may or may not have  
4 told you.

5 MR. ALVAREZ: No. I'm asking about the payment.

6 Q Do you know I pay the person you hired to collect the money  
7 and the -- I pay for two years. Do you know about the money for  
8 two years? Yes or no?

9 A Well, you did pay to start with, yeah.

10 Q And do you remember why I stop to pay the bill?

11 A No.

12 Q I stop to pay the bill because I---

13 BY THE COURT: Mr. Alvarez, you cannot testify. You may ask  
14 questions.

15 Q Okay. Now, it's -- for now it's okay, Your Honor.

16 BY THE COURT: Well, thank you for agreeing with me. Yes,  
17 sir. Any other questions, Mr. Alvarez?

18 MR. ALVAREZ: Yes, sir.

19 BY THE COURT: Any other questions of this witness?

20 MR. ALVAREZ: No questions of the witness.

21 BY THE COURT: All right. Ma'am, do you have any questions  
22 of Ms. Elliott?

23 ~~(Ms. Gutierrez-Garcia addresses Mr. Alvarez)~~

24 ~~MR. ALVAREZ: Can I translate?~~

25 ~~BY THE COURT: You may not speak for her. No, sir.~~

1 ~~MR. ALVAREZ: Right. She no speak English.~~

2 ~~(Mr. Alvarez speaks to Ms. Gutierrez-Garcia)~~

3 All right. Thank you, ma'am. You can step down.

4 (witness excused)

5 BY THE COURT: That's our case, Your Honor.

6 All right. Now, Mr. Alvarez, is your opportunity to present  
7 your case. So, do you wish to testify?

8 MR. ALVAREZ: Yes.

9 BY THE COURT: Okay. We're going to take about a thirty-  
10 minute break for my 10:30 case.

11 So, Tom, if you'll get the 10:30 lawyers in (addressing the  
12 bailiff)

13 And we'll try to get back as soon as we can. The matter was  
14 set for 15 minutes, and I'm not going to keep everybody else on  
15 the 10:30 case waiting any longer. So, if you'll step outside,  
16 I'm going to -- I've got some other matters scheduled and this is  
17 taking much longer than what was scheduled. So, we'll get to you  
18 as soon as we can.

19 MR. ALVAREZ: Your Honor, can I move my paper?

20 BY THE COURT: Yes, sir, absolutely.

21 (Whereupon, the hearing was recessed and resumed)

22 BY THE COURT: All right. Mr. Stewart, we'll go ahead and  
23 start back with your case.

24 If you all would come back up to the counsel table, please.  
25 Thank you.

1 MR. STEWART: Your Honor, if they want to -- I think I sat  
2 at the wrong table before. If they want to sit together over  
3 here, I can sit over there.

4 BY THE COURT: It doesn't -- there are multiple chairs on  
5 either side. It doesn't matter to me. Is there some reason that  
6 she can't sit next to him over there?

7 MR. STEWART: I'm not sure, Your Honor.

8 BY THE COURT: Okay.

9 MR. STEWART: I didn't tell them where to sit.

10 BY THE COURT: All right. So, we're now back on the record.  
11 We took a recess to hear some other cases.

12 So, Mr. Alvarez, now is your opportunity to either testify  
13 or present any witnesses you may so desire.

14 MR. ALVAREZ: Okay.

15 BY THE COURT: And I'm going to go ahead and tell -- we've  
16 got about a 30-minute block of time. If it can't get done in 30  
17 minutes, it's going to have to be rescheduled.

18 MR. ALVAREZ: Your Honor, can I provide the witness list?

19 BY THE COURT: If you'll show a copy of it to Mr. Stewart  
20 first, please, sir.

21 MR. ALVAREZ: Okay. I don't have another copy to give him  
22 now.

23 BY THE COURT: Well, under the rules of Civil Procedure, you  
24 have to share a copy with Mr. Stewart to at least let him look at  
25 it, and then I would be glad to take a look at it if he does not

1 object.

2 MR. ALVAREZ: Thank you.

3 MR. STEWART: Your Honor, I'm the first name on the list.  
4 So, I don't plan to be testifying. I have no idea -- these names  
5 -- there's Guadalupe Ledesma, I guess I recognize that name;  
6 Estela Gutierrez; Ann Pittman who is here. The rest of them,  
7 I've never seen the names before.

8 BY THE COURT: What is that list, sir?

9 MR. ALVAREZ: Thank you. I got -- I need to ask questions  
10 of Stewart, Ann Pittman, and also provide witness to prove I buy  
11 house and repair for sell it, not to rent but to live.

12 BY THE COURT: You can't call an attorney who's representing  
13 the other side as a witness. That's just not allowed under the  
14 rules of law or Rules of Civil Procedure.

15 ~~MR. ALVAREZ: Can you explain to me again, please?~~

16 BY THE COURT: Mr. Stewart is here as the attorney for Ms.  
17 Elliott.

18 MR. ALVAREZ: Right.

19 BY THE COURT: He has a duty of loyalty and professional  
20 responsibility to Ms. Elliott. He cannot be a fact witness in a  
21 case. You cannot call the opposing lawyer as a witness in your  
22 case.

23 MR. ALVAREZ: I'm sorry, Your Honor.

24 BY THE COURT: Okay. So, how many witnesses do you  
25 anticipate calling?

1 MR. ALVAREZ: One, two, three, four, five, six, seven, eight  
2 -- nine.

3 BY THE COURT: Okay. The case is going to be rescheduled.  
4 Mr. Stewart and Mr. Alvarez, if y'all will get with my docket  
5 coordinator and set it for half a day as soon as possible. ~~You~~  
6 ~~absolutely have to have an interpreter. It's not going to get~~  
7 ~~moved again.~~

8 MR. ALVAREZ: Right.

9 ~~BY THE COURT: Ma'am, you absolutely have to have an~~  
10 ~~interpreter. It's not going to get moved again. Thank you very~~  
11 ~~much.~~

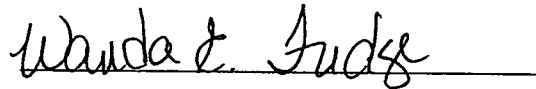
12 MR. ALVAREZ: Thank you.

13 -----END OF REQUESTED TRANSCRIPT OF RECORD-----  
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1 The undersigned, Wanda E. Fudge, Court Reporter, Office of  
2 Master in Equity for Greenville County, South Carolina do hereby  
3 certify that the foregoing is a true, accurate and complete  
4 Transcript of Record of all of the proceedings had and evidence  
5 introduced in the hearing of the captioned case, relative to  
6 appeal, before The Honorable Charles B. Simmons, Jr., as Master  
7 in Equity for Greenville County, South Carolina on the 5th of  
8 November 2015.

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

11 November 16, 2015

12  
13 

14 Wanda E. Fudge, CCR

15 Certified Court Reporter  
16  
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## Code 1976 § 15-27-155

Code of Laws of South Carolina 1976 Annotated Currentness Title 15. Civil Remedies and Procedures Chapter 27. Trial and Certain Incidents Thereof Article 1. General Provisions

### § 15-27-155. Interpreter for party or witness unable to speak English; qualified interpreter defined; fees; centralized list; use of interpreter not on list.

(A) Notwithstanding any other provision of law, whenever a party or witness to a civil legal proceeding does not sufficiently speak the English language to testify, the court may appoint a qualified interpreter to interpret the proceedings and the testimony of the party or witness. However, the court may waive the use of a qualified interpreter if the court finds that it is not necessary for the fulfillment of justice. The court must first make a finding on the record that the waiver of a qualified interpreter is in the best interest of the party or witness and that this action is in the best interest of justice.

(B) An "interpreter" means a person who:

- (1) is eighteen years of age or older;
- (2) is not a family member of the party or witness;
- (3) is an instructor of foreign language at an institution of education; or
- (4) has educational training or experience that enables him or her to fluently speak a foreign language and interpret the language of another person.

An "interpreter" shall not be a person confined to an institution.

(1) The selection, use, and reimbursement of interpreters must be determined under such guidelines as may be established by the Chief Justice of the Supreme Court;

(2) The fees for interpreting services may be:

- (a) paid out of the general fund of the State from funds appropriated to the Judicial Department for this purpose by the General Assembly;
- (b) paid by one or more of the parties as the court may direct; or taxed ultimately as costs based on the discretion of the court.

(D) The Division of Court Administration shall maintain a centralized list of qualified interpreters to interpret the proceedings to and testimony of a party or witness. A party or a witness is not precluded from using a qualified interpreter who is not on the centralized list as long as the interpreter meets the requirements of subsection (B) and submits a sworn affidavit to the court specifying his or her qualifications.

HISTORY: 1998 Act No. 390, § 2; 2001 Act No. 103, § 2.

LIBRARY REFERENCES Westlaw Key Number Searches: 110k642; 388k22.

Criminal Law 642. Trial 22. C.J.S. Criminal Law § 1152. C.J.S. Trial § 95. Code 1976 § 15-27-155, SC ST § 15-27-155 Current through End of 2004 Reg. Sess.

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## Code 1976 § 17-1-50

Code of Laws of South Carolina 1976 Annotated Currentness Title 17. Criminal  
Procedures Chapter 1. General Provisions

### § 17-1-50. Interpreters in criminal proceedings.

(A) As used in this section: (1) "Certified interpreter" means an interpreter who meets the standards contained in sub-item (A)(4) and is certified by the administrative office of the United States courts, by the office of the administrator for the state courts, or by a nationally recognized professional organization. (2) "Legal proceeding" means a proceeding in which a non-English speaking person is a party or a witness. (3) "Non-English speaking person" means a party or a witness participating in a legal proceeding who has limited ability to speak or understand the English language. (4) "Qualified interpreter" means a person who: (a) is eighteen years of age or older; (b) is not a family member of a party or a witness; (c) is not a person confined to an institution; and (d) has education, training, or experience that enables him to speak English and a foreign language fluently, and is readily able to interpret simultaneously and consecutively and to sight-translate documents from English into the language of a non-English speaking person, or from the language of that person into spoken English. (5) "Victim" means a victim as defined in Section 16-3-1110. (6) "Witness" means a person who testifies in a legal proceeding.

(B)(1) Notwithstanding any other provision of law, whenever a party, witness, or victim in a criminal legal proceeding does not sufficiently understand or speak the English language to comprehend the proceeding or to testify, the court must appoint a certified or otherwise qualified interpreter to interpret the proceedings to the party or victim or to interpret the testimony of the witness. (2) However, the court may waive the use of a certified or otherwise qualified interpreter if the court finds that it is not necessary for the fulfillment of justice. The court must first make a finding on the record that the waiver of a certified or otherwise qualified interpreter is requested by a non-English speaking party, witness, or victim in a legal proceeding; that the waiver has been made knowingly, voluntarily, and intelligently; and that granting the waiver is in the best interest of justice.

The selection, use, and reimbursement of interpreters must be determined under such guidelines as may be established by the Chief Justice of the Supreme Court. All fees for interpreting services must be paid out of the general fund of the State from funds appropriated to the Judicial Department for this purpose by the General Assembly.

(D) The Division of Court Administration must maintain a centralized list of certified or otherwise qualified interpreters to interpret the proceedings to a party and testimony of a witness. A party or a witness is not precluded from using a qualified interpreter who is not on the centralized list as long as the interpreter meets the requirements of sub-item (A)(4) and submits a sworn affidavit to the court specifying his qualifications or submits to a voir dire by the court.

HISTORY: 1998 Act No. 390, § 1; 2001 Act No. 103, § 3.

LIBRARY REFERENCES Criminal Law 642. WESTLAW Topic No. 110. C.J.S. Criminal Law § 1152. Code 1976 § 17-1-50, SC ST § 17-1-50

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# The Supreme Court of South Carolina

## RE: APPOINTMENT OF QUALIFIED COURT INTERPRETERS FOR NON-ENGLISH SPEAKING PERSONS AND PAYMENT FOR THEIR SERVICES

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### ORDER

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IT IS ORDERED that the Order of the Court dated May 20, 2004 providing procedures for appointment of qualified interpreters for non-English speaking persons and payment for their services is amended effective immediately:

1. The appointment of a certified or otherwise qualified interpreter pursuant to S.C. CODE ANN. Section 15-27-155 for a party or witness unable to speak English shall be by written Order of the Court making the appointment.

2. The court appointed certified or otherwise qualified interpreter shall receive payment of \$25.00 per hour, with a two-hour minimum, for interpreting services rendered. The fees for interpreting services may be: (a) paid out of funds appropriated to the Judicial Department by the General Assembly; (b) paid by one or more of the parties as the Court may direct; or (c) taxed ultimately as costs based on the discretion of the Court, with any fees over the \$25.00 per hour set by Order of this Court being the responsibility of the County. **Effective September 1, 2006**, the payment will increase to \$45.00 per hour for **certified** foreign language interpreters.

3. Application for the interpreter's fee shall be made on such forms as are prescribed and furnished by South Carolina Court Administration. Namely, SCCA/262, 263, and 264. The original Request for Payment must be submitted only upon completion of the interpreting services. Requests for Payment must be accompanied by the original Interpreter Time Sheet showing with specificity (to the nearest quarter hour) the hours spent and approved by the Court making the appointment. In addition, the Court must sign the Order of Appointment and Request for Payment.

4. The Judicial Department will not be responsible for the payment of interpreter services when funds appropriated specifically for this purpose by the General Assembly are exhausted.

5. Forms shall be available at the Judicial Department website for use in implementing these procedures.

6. Court Administration will maintain a centralized list of certified or otherwise qualified interpreters. A party or a witness may use a qualified interpreter who is not on the centralized list as long as the interpreter meets the requirements of subsection (B), and submits a sworn affidavit to the Court specifying his or her qualifications.

IT IS SO ORDERED.

S/ Jean H. Toal  
For the Court  
Chief Justice Jean Hofer Toal

Columbia, South Carolina

August 3, 2006

## **Frequently Asked Questions about the Protection of Limited English Proficient (LEP) Individuals under Title VI of the Civil Rights Act of 1964 and Title VI Regulations**

1. Why are LEP individuals protected from national origin discrimination under Title VI?

The Supreme Court decided over three decades ago that a federal fund recipient's denial of an education to a group of non-English speakers violated Title VI and its implementing regulations. *Lau v. Nichols*, 414 U.S. 563, 569 (1974). As the Court explained, "[i]t seems obvious that the Chinese-speaking minority receive fewer benefits than the English-speaking majority from respondents' school system which denies them a meaningful opportunity to participate in the educational program—all earmarks of the discrimination banned by" Title VI regulations. *Id.* at 568; see also *id.* at 570-71 (Stewart, J., concurring in result).

2. Does the failure by a recipient to provide meaningful access to LEP persons constitute national origin discrimination?

Since the Supreme Court's decision in *Lau*, other courts have found that the failure by a recipient to provide meaningful access to LEP persons constitutes national origin discrimination. See, e.g., *Sandoval v. Hagan*, 197 F.3d 484, 510-11 (11th Cir. 1999) (holding that English-only policy for driver's license applications constituted national origin discrimination under Title VI), *rev'd on other grounds*, 532 U.S. 275 (2001); *Almendares v. Palmer*, 284 F. Supp. 2d 799, 808 (N.D. Ohio 2003) (holding that allegations of failure to ensure bilingual services in a food stamp program could constitute a violation of Title VI).

3. Do Department of Justice (DOJ) Title VI implementing regulations prohibit both intentional discrimination and practices that have a discriminatory impact?

Yes. DOJ's Title VI implementing regulations prohibit not only intentional discrimination but also facially-neutral practices that have a discriminatory impact, see 28 C.F.R. § 42.104(b)(2). The "failure to ensure that LEP persons can effectively participate in or benefit from Federally assisted programs and activities" may constitute national origin discrimination. U.S. Dept. of Justice, *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 67 Fed. Reg. 41,455, 41,457 (June 18, 2002).

4. Do other federal agencies have Title VI regulations that prohibit both intentional discrimination and practices that have a discriminatory impact?

Yes. Federal agencies have implemented Title VI regulations that follow the DOJ regulations and have consistently construed Title VI's prohibition on both intentional and disparate-impact discrimination to require that recipients of federal financial assistance provide meaningful access for LEP persons. See, e.g., 28 C.F.R. § 42.405(d)(1); Department of Health and Human Services (HHS) Notice, 35 Fed. Reg. 11,595 (1970); 45 Fed. Reg. 82,972 (1980); Executive Order 13,166, 65 Fed. Reg. 50,121 (Aug. 11, 2000).

*Dept of Justice Website - www.lep.com*

State Of South Carolina )  
County Of Greenville )

In The Court Of Common Pleas  
Case No.: 2015 - CP-23-03181

FILED-CLERK OF COURT  
GREENVILLE CO. S.C.  
PAUL B. WICKENHISHER  
2016 JAN 6 AM 11 10

Jean P. Elliott, aka Betty Jean Elliott,  
Individually and as Personal  
Representative of the Estate of Ervin  
W. Elliott,  
Plaintiff,

Vs.

Foreclosure Order

Alberto Alvarez, J. Guadalupe Ledesma-  
Martinez and Estela Gutierrez-Garcia  
Defendants,

This Mortgage Foreclosure lawsuit was heard in part on November 5, 2015 and then was completed on December 15, 2015 at the Greenville County Court of Common Pleas. The matter was referred to me by Order Of Reference signed by The Honorable Perry H. Gravely, Presiding Judge for Greenville County, (after a contested hearing), on September 9, 2015 and recorded on September 10, 2015 In the Office of the Clerk Of Court, Greenville County. Plaintiff Jean P. Elliott (Elliott) appeared and was represented by C. Richard Stewart. Defendants Alberto Alvarez, J. Guadalupe Ledesma-Martinez and Estela Gutierrez-Garcia appeared **pro se**; Defendants Ledesma-Martinez and Gutierrez-Garcia are in default. At the continuation of the hearing on December 15, 2015, by Order of this Court, Defendants Alvarez, Ledesma- Martinez and Gutierrez-Garcia were assisted by Spanish language interpreters.

Plaintiff Elliott testified and the following evidence was admitted without objection: Elliott and her husband Ervin Elliott previously owned the property which is the subject of this lawsuit at 14 Henderson St., Greenville, SC (the subject property). Ervin Elliott is deceased and Plaintiff Elliott is the Personal Representative of his estate. On October 21, 2013, Elliott, herself and as Attorney-In-Fact for Ervin Elliott, deeded the subject property to Defendant Alvarez by deed recorded at Deed Book 2433, Page 2603, Greenville ROD.

As part of the consideration for the purchase of this property, and also on October 21, 2013, Alvarez gave Plaintiff and Ervin Elliott a promissory note in the principal sum of \$53,500.00, a copy of which was admitted into evidence without objection. To secure payment on this note, Alvarez granted

ENTERED COMPUTER

to plaintiff and Ervin Elliott a mortgage, which was duly signed and probated and thereafter recorded at Mortgage Book 5235 at Page 4419, Greenville ROD, on October 21, 2013. This mortgage was also admitted into evidence.

The property which is the subject of this lawsuit is fully described as follows:

All that certain piece, parcel or lot of land with improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, the same being shown and designated as Lot 33 and part of Lot 32 on a plat of property of Ervin W. Elliott and Jean P. Elliott dated July 3, 2013, and recorded September 5, 2013, in the Office of the Register of Deeds for Greenville County in Plat Book PLL 1162 at Pages 33 - 33, reference to which is hereby made for a more complete and accurate description.

Thereafter, without the knowledge or permission of Elliott or Ervin, Alvarez sold the subject property to Ledesma-Martinez and Gutierrez-Garcia by quitclaim deed filed at Deed Book 2436, Page 5064, recorded December 23, 2013 at the Greenville ROD, a copy of which was admitted into evidence. This sale violated provision 2.7 of the mortgage (Transfer of Property or Interest in Mortgagor) which provides that Alvarez would not sell or in any other manner change the ownership of or title to the property without Elliott and Ervin's permission. Furthermore, Alvarez did not pay the balance due on the mortgage at the time he sold the property, and in fact stopped making monthly payments in August, 2014. The sale of the property without paying off the note and the failure to make payments after August, 2014 constituted defaults on the note and mortgage, entitling Elliott to pursue foreclosure.

The Foreclosure Summons and Complaint and Lis Pendens were filed on May 19 2015. All named Defendants were properly served with the Summons and Complaint and Lis Pendens. Alvarez filed an answer, but as noted before, Ledesma-Martinez and Gutierrez-Garcia are in default.

Elliott testified that the following amounts were due on the note:

Principal	\$49,512.31
Interest at 10% since August 14, 2014	\$6,078.39
Attorney's fees and costs	\$2,820.00
<hr/> Total Amount Due	<hr/> \$58,410.70



Plaintiff requested that this Court enter an Order of Judgment for the above Total Amount Due, to be satisfied through Foreclosure Sale. The Plaintiff waived any deficiency judgment.

Defendant Alvarez testified at length, and it was stipulated that he is an intelligent person well-versed in the real estate business. Although he admitted signing the Promissory Note and Mortgage which were in evidence, he testified that he did not owe the money being requested by Plaintiff because he felt he had been defrauded. However, Alvarez called as a witness Andrew J. White, Jr., who was his lawyer when the Promissory Note and Mortgage were signed and in fact drafted those documents as well as the Deed. Attorney White testified that he discussed the details of the Promissory Note, Deed and Mortgage with Alvarez prior to Alvarez' signing the Note and Mortgage and that Alvarez understood the documents, particularly the provision in the Mortgage which prohibited him from selling the property without Plaintiff's permission. Alvarez' contention that he was somehow defrauded into signing the Promissory Note and Mortgage is not credible.

Defendants Ledesma-Martinez and Gutierrez-Garcia testified that they have made payments of approximately \$650.00 per month on the subject property to Alvarez since 2013 and that they are up-to-date with their payments as required under the quitclaim deed from Alvarez. Although Alvarez has received in excess of \$10,000.00 from the other Defendants since August, 2014, he has not paid any of that money to Elliott. Alvarez had no explanation either for why he has not paid the money to Elliott or what else he has done with the money.

THEREFORE, BASED ON THE EVIDENCE AND TESTIMONY, I find:

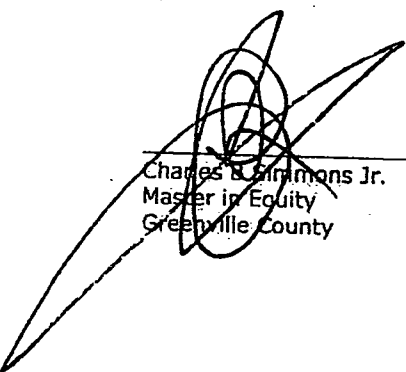
1. Alberto Alvarez is the owner of the subject property and Plaintiff Jean P. Elliott, individually and as Personal Representative of the estate of Ervin W. Elliott, holds a note and mortgage on this property.
2. Defendant Alvarez is obviously an intelligent individual experienced in real estate transactions.
3. Defendant Alvarez retained attorney Andrew J. White, Jr. to prepare the Promissory Note and Mortgage in this matter, and both of these documents are clearly enforceable under South Carolina law.



4. Defendant Alvarez acknowledges signing the Promissory Note and Mortgage with the advice of counsel, and he offered no proof of fraud or other wrongdoing in the execution of those documents.
5. The Promissory Note and Mortgage placed no limit on Defendant Alvarez's ability to sell the subject property, except that he could not sell the property without Plaintiff's permission and, if he sold the property, under the "due on sale" clause of the mortgage he was supposed to pay off the entire debt as represented by the Promissory Note to the Elliots. Defendant Alvarez did not get Plaintiff's permission to sell the property and failed to pay off the Promissory Note, and in fact has made no payments since August, 2014.
6. Defendants J. Guadalupe Ledesma-Martinez and Estela Gutiérrez-Garcia received a quitclaim deed to the subject property from Alberto Alvarez in December, 2013 and now occupy the subject property. This quitclaim deed, which was recorded at Deed Book 2436, Page 5064, Greenville ROD, is void because it violates the provision in the mortgage which forbids Alvarez from selling the property without Plaintiff's permission.
7. Alberto Alvarez is in default on the note and mortgage, having sold the property to Defendants Ledesma-Martinez and Gutierrez-Garcia without Plaintiff's permission and without paying off the note, and in fact has made no payments since August, 2014 on the Note, despite having been paid in excess of \$10,000.00 since that date by Ledesma-Martinez and Gutierrez-Garcia.
8. The principal amount due on the subject note is \$49,512.31; the interest due on this note at 10% since August 14, 2014 is \$6078.39. Given that Defendant Alvarez contested every aspect of this action including the reference of the matter to me and that he presented a lengthy defense which never addressed the actual issues in the case, I find that \$2820.00, as requested by Plaintiff, is a reasonable attorney's fee. Therefore, the total amount of damages awarded to Plaintiff is \$58,410.70.
9. The Summons and Complaint and Lis Pendens in this matter were filed and served properly on all Defendants. Although each Defendant was given every opportunity to present a defense, no Defendant proved any defense to the relief requested in the Complaint.



10. Plaintiff has proven her entitlement to foreclosure of the mortgage, and to judgment against Defendant Alvarez in the amount of \$58,410.70.
  11. The foreclosure sale of the subject property, as described above, shall be advertised in the manner provided by law and shall occur at the February, 2016 sale (February 1, 2016 at 11:00 am) in Greenville County. Counsel for Plaintiff shall make all necessary legal notices, etc.
  12. The high bidder at the sale shall pay 5% cash or certified funds at the time of sale and fully comply within 20 days of the sale. If Plaintiff is the successful bidder up to the above judgment amount, she is only responsible for court and sale costs. No deficiency judgment is sought so the sale will be final as of sale date.
  13. If it becomes necessary to have Defendants Ledesma-Martinez and Gutierrez-Garcia removed from the subject property after the foreclosure sale, Plaintiff or any other successful bidder at the sale shall have the right to apply for a Writ of Assistance from this Court.
  14. All Defendants are hereby restrained from damaging the subject property pending further order of this Court.
- AND IT IS SO ORDERED.

  
Charles B. Simmons Jr.  
Master in Equity  
Greenville County

Greenville, SC  
12/28, 2015

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2015 CP-23-03181

Jean P. Elliott, et al

Alberto Alvarez et al

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: C. Richard Stewart

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.  See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRCP;  Rule 41(a), SCRCP (Vol. Nonsuit);  Rule 43(k), SCRCP (Settled);  Other
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRCP;  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 : Mortgage Foreclosure

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)
Jean P. Elliott aka Betty Jean Elliott, individually and as Personal Representative of the Estate of Ervin W. Elliott	Alberto Alvarez; J. Guadalupe Ledesma-Martinez and Estela Gutierrez-Garcia	\$Foreclosure- Deficiency Waived
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:  
 14 Henderson St., Greenville SC; Tax Map #0126000301300

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.

3023

12/1/15  
 Page 1

FILED-CLERK OF COURT  
 GREENVILLE CO. S.C.  
 PAUL B. WICKES  
 2016 JAN 6 PM 11:10



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

JUDGMENT IN A CIVIL CASE  
CASE NO: 2015CP2303181

Jean P Elliott vs. Alberto Alvarez

FILED - CLERK OF COURT  
GREENVILLE, S.C.  
PAUL B. WICKENSIMER  
2016 JAN 06 PM 11:11

**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):**  
SCRPC (Vol. Nonsuit);  Rule 12(b), SCRPC;  Rule 41(a), SCRPC;  
 Rule 43(k), SCRPC (Settled);  Other: \_\_\_\_\_
- ACTION STRICKEN (CHECK REASON):**  
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  
 Rule 40(j) SCRPC;  Bankruptcy;  
 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;  Statement of Judgment by the Court.

**NOTICE**

This is a notice to you that an Order Of Foreclosure in this case has been filed in the Clerk of Court's Office. To obtain a certified copy, you may contact our office by phone (864) 467-8551 or email a request to [bjeffords@gmail.com](mailto:bjeffords@gmail.com).

If you would like a copy via email, please provide a valid email address.

Dated at Greenville, South Carolina, this 6th Day of January, 2016.

Court Reporter:

\_\_\_\_\_  
PRESIDING JUDGE -

C. Richard Stewart 11 Whitsett St. Greenville, SC  
29601

Alberto Alvarez 17 Latham Dr. Greenville, SC  
29617

\_\_\_\_\_  
ATTORNEY(S) FOR THE PLAINTIFF(S)

\_\_\_\_\_  
ATTORNEY(S) FOR THE DEFENDANT(S)

Paul B. Wickensimer Greenville County Clerk Of Court  
- Clerk of Court