

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

---

APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas  
Joseph M. Strickland, Master-In-Equity

---

Appellate Case No. 2016-00958

---

Wells Fargo Bank, N.A., Plaintiff,

v.

William R. Hudspeth, Marcia E. Hudspeth; TD Bank, N.A. s/b/m to Carolina First Bank; The Lender Group, Inc.; Business Carolina, Inc.; South Carolina Department of Revenue; Carapace, LLC; Wurth Wood Group, Inc.; The Estate of Harry William Boyd, by Joan L. Boyd, Personal Representative; Adecco USA, Inc., Defendants,

Of Whom TD Bank, N.A. successor by merger to Carolina First Bank is the Appellant,

and Of Whom The Lender Group, Inc. is the Respondent.

---

RECORD ON APPEAL

---

S. Lindsay Carrington S.C. Bar No.: 76420  
J. Martin Page S.C. Bar No.: 100200  
BELL CARRINGTON & PRICE, LLC  
508 Hampton Street, Suite 301  
Columbia, SC 29201  
(803) 509-7692  
*Attorneys for Appellant*

**RECEIVED**  
SEP 07 2016  
SC Court of Appeals

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

---

APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas  
Joseph M. Strickland, Master-In-Equity

---

Appellate Case No. 2016-00958

---

Wells Fargo Bank, N.A., Plaintiff,

v.

William R. Hudspeth, Marcia E. Hudspeth; TD Bank, N.A. s/b/m to Carolina First Bank; The Lender Group, Inc.; Business Carolina, Inc.; South Carolina Department of Revenue; Carapace, LLC; Wurth Wood Group, Inc.; The Estate of Harry William Boyd, by Joan L. Boyd, Personal Representative; Adecco USA, Inc., Defendants,

Of Whom TD Bank, N.A. successor by merger to Carolina First Bank is the Appellant,

and Of Whom The Lender Group, Inc. is the Respondent.

---

RECORD ON APPEAL

---

S. Lindsay Carrington S.C. Bar No.: 76420  
J. Martin Page S.C. Bar No.: 100200  
BELL CARRINGTON & PRICE, LLC  
508 Hampton Street, Suite 301  
Columbia, SC 29201  
(803) 509-7692  
*Attorneys for Appellant*

## INDEX

|                                                                                                                                                                            |    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| Order of Judgment of Foreclosure and Sale, entered July 17, 2015.....                                                                                                      | 1  |
| Summons and Order of Appointment for Surplus Funds Hearing held April 1, 2016, filed March 18, 2016.....                                                                   | 13 |
| Order Disposing of Surplus Funds, filed April 29, 2016.....                                                                                                                | 14 |
| Supplemental Order of Disbursement of Surplus Funds, filed May 17, 2016.....                                                                                               | 15 |
| Order Consolidating Appeals, filed June 6, 2016.....                                                                                                                       | 17 |
| Master's Report on Sale, filed September 17, 2015.....                                                                                                                     | 19 |
| Amended Summons, filed February 27, 2014.....                                                                                                                              | 21 |
| Amended Complaint, filed February 27, 2014.....                                                                                                                            | 23 |
| Amended Lis Pendens, filed February 27, 2014.....                                                                                                                          | 31 |
| TD Bank's Notice of Claim to Surplus Funds and Affidavit in Support of Notice of Claim to Surplus Funds, filed October 22, 2015.....                                       | 33 |
| Lender Group's Notice of Claim to Surplus Funds, filed October 30, 2015.....                                                                                               | 48 |
| Brief in Support of TD Bank's Claim on Surplus Funds, filed March 10, 2016.....                                                                                            | 52 |
| Lender Group, et al., Answer to Complaint, filed April 14, 2014.....                                                                                                       | 56 |
| Notice of Appeal, filed May 5, 2016.....                                                                                                                                   | 59 |
| Motion to Stop Payment, filed May 11, 2016.....                                                                                                                            | 61 |
| Notice of Appeal, filed May 19, 2016.....                                                                                                                                  | 65 |
| Motion to Consolidate Appeals, filed May 25, 2016.....                                                                                                                     | 68 |
| Transcript of April 1, 2016 Surplus Funds Hearing.....                                                                                                                     | 74 |
| Deed Conveying the Subject Property to TD Bank, recorded in the Official Records of Richland County, South Carolina in Book 2058, at Page 1374, on September 15, 2015..... | 88 |
| Certificate of Counsel                                                                                                                                                     |    |

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

Wells Fargo Bank, N.A.,

Plaintiff,

v.

William R. Hudspeth; Marcia E. Hudspeth; TD Bank, N.A. s/b/m to Carolina First Bank; The Lender Group, Inc.; Business Carolina, Inc.; South Carolina Department of Revenue; Carapace, LLC; Wurth Wood Group, Inc.; The Estate of Harry William Boyd, by Joan L. Boyd, Personal Representative; Adecco USA, Inc.,

Defendant(s)

IN THE COURT OF COMMON PLEAS  
CASE NO.: 2014-CP-40-01233

MASTER IN EQUITY'S ORDER AND JUDGMENT OF  
FORECLOSURE AND SALE

DEFICIENCY WAIVED

RICHLAND COUNTY  
FILED  
2015 JUL 17 PM 4:34  
JEANETTE W. MCBRIDE  
C.C.P. & C.S.

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

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

FINDINGS OF FACT:

1. The Lis Pendens was filed on February 27, 2014.
2. The Summons and Complaint were filed on February 27, 2014.
3. Service was made upon the Defendants named in this Report as is shown by the proofs of service filed herein.
4. The Defendants, William R. Hudspeth, Marcia E. Hudspeth, TD Bank, N.A. s/b/m to Carolina First Bank, Business Carolina, Inc., Carapace, LLC, and Wurth Wood Group, Inc. are in default as shown by Affidavit filed herein.



5. According to an Affidavit filed herein, no Defendant in default is in the military service of the United States of America, as contemplated under the Servicemembers' Civil Relief Act fka Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.
6. The Defendants, The Lender Group, Inc., South Carolina Department of Revenue, The Estate of Harry William Boyd, by Joan L. Boyd, Personal Representative, and Adecco USA, Inc. have been notified of the time and date of this hearing.
7. The Defendants, William R. Hudspeth, Marcia E. Hudspeth, TD Bank, N.A. s/b/m to Carolina First Bank, Business Carolina, Inc., Carapace, LLC, and Wurth Wood Group, Inc. were notified of the time, date and place of hearing in this matter.
8. For value received, William R. Hudspeth and Marcia E. Hudspeth made, executed and delivered a note, dated June 30, 2004, promising thereby to pay to the order of Carolina First Bank the sum of \$120,800.00 with interest at the rate of 6.25% per annum (hereinafter "Note"). Other terms and conditions are stated in the note, which is of record herein.
9. To better secure the payment of the Note described above, the said William R. Hudspeth and Marcia E. Hudspeth made, executed and delivered a mortgage to Carolina First Bank, in writing, dated June 30, 2004, covering real property in Richland County, which is the same as that described in the Complaint. The Mortgage was recorded on July 14, 2004, and is of record in the Richland County Registry in Book 00956 at page 1228.
10. This mortgage constitutes a valid purchase money first lien on the subject property.
11. William R. Hudspeth, as her Attorney in Fact, signed the Note and Mortgage on behalf of Marcia E. Hudspeth. These actions were authorized pursuant to a Power of Attorney recorded on July 14, 2004 in Book 956 at Page 1222.
12. Thereafter, the Mortgage was assigned to Washington Mutual Bank, FA by assignment recorded on September 21, 2004 in Book 979 at Page 2302. Thereafter, the Mortgage was assigned to Wells Fargo Bank, N.A. by assignment recorded on March 6, 2007 in Book 1289 at Page 1828.

13. As required by South Carolina Supreme Court Administrative Order 2009-05-22-01 (hereinafter, "the Administrative Order"), Plaintiff states that this loan is owned or guaranteed by Fannie Mae, or it is owned or guaranteed by FHLMC, or the Servicer has signed an agreement to participate in the Home Affordable Modification Program (hereinafter, "the HAMP"); however, loan is not subject to modification under the HAMP as contemplated under the Administrative Order because the Borrower(s) failed to respond to the HAMP inquiries or failed to provide the necessary supporting documentation.

14. Furthermore, Plaintiff complied with Administrative Order 2011-05-02-1 issued by the South Carolina Supreme Court.

15. The titleholder of record of the Property as of the filing of the Lis Pendens in this action was Marcia E. Hudspeth.

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

17. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents, performing the title search, preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$1,650.00 is a reasonable attorney's fee for the Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the note and mortgage. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time.

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

|                                       |                       |              |
|---------------------------------------|-----------------------|--------------|
| Principal due as of today's date:     | 06/16/15              | \$102,083.83 |
| Accrued interest from:                | 09/01/13 to: 05/29/15 | \$ 11,123.24 |
| Accruing at:                          | 6.25% per annum       |              |
| Advancements to Escrow                |                       | \$ 4,786.17  |
| Costs of collection prior to hearing: |                       | \$ 1,937.87  |
| Attorney's fees:                      |                       | \$ 1,650.00  |

Total Debt secured by Note and Mortgage, including interest to date is \$121,581.11. Interest for the period from the date shown above through the date of this judgment, at above stated rate, to be added to the above stated "Total Debt" to comprise the amount of the Judgment debt entered herein, and interest after the date of Judgment at the rate of 6.25% per annum, the Note's current rate, pursuant to the terms of the Note and Mortgage on the judgment debt should be added to such judgment debt to comprise the amount of the Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

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

20. The Defendant(s), below listed, claim or may claim liens upon or interests in the subject property; and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claims will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRPC. The said Defendants and such claims or liens are as follows:

The Defendant, TD Bank, N.A., s/b/m to Carolina First Bank, has or may claim to have some interest in the Property by virtue of a mortgage given by William R. Hudspeth and Marcia E. Hudspeth, in the original principal amount of \$300,000.00, which mortgage was recorded/filed or assigned to Defendant in the Richland County Records on 07/14/2004 in Book 956 at Page 1247. Said lien is junior and subordinate to Plaintiff's mortgage and is hereby ordered removed from the title to the Property.

The Defendant, The Lender Group, Inc., has or may claim to have some interest in the Property by virtue of a judgment lien against William R. Hudspeth, in the original principal amount of \$1,075,923.50, which lien was filed in the Richland County Records on 12/12/2008 in C/A No.: 2007-CP-40-02537. Said lien is junior and subordinate to Plaintiff's Mortgage and is hereby ordered removed from the title to the Property.

The Defendant, Business Carolina, Inc., has or may claim to have some interest in the Property by virtue of a judgment lien against William Hudspeth, in the original principal

amount of \$339,479.03, which lien was filed in the Richland County Records on 05/19/2009 in C/A No.: 2007-CP-40-04809. Said lien is junior and subordinate to Plaintiff's Mortgage and is hereby ordered removed from the title to the Property.

The Defendant, South Carolina Department of Revenue has or may claim to have some interest in the Property by virtue of a revenue tax lien against William Hudspeth, in the original principal amount of \$37,129.73, which lien was recorded/filed or assigned to Defendant in the Richland County Records on 07/15/2009 in Book 1539 at Page 257, Tax Lien Number 3-51040058-8. Said lien is junior and subordinate to Plaintiff's mortgage and is hereby ordered removed from the title to the Property.

The Defendant, South Carolina Department of Revenue has or may claim to have some interest in the Property by virtue of a revenue tax lien against William Hudspeth, in the original principal amount of \$44,651.30, which lien was recorded/filed or assigned to Defendant in the Richland County Records on 07/15/2009 in Book 1539 at Page 255, Tax Lien Number 3-51040059-5. Said lien is junior and subordinate to Plaintiff's mortgage and is hereby ordered removed from the title to the Property.

The Defendant, South Carolina Department of Revenue has or may claim to have some interest in the Property by virtue of a revenue tax lien against William Hudspeth, in the original principal amount of \$43,044.82, which lien was recorded/filed or assigned to Defendant in the Richland County Records on 07/15/2009 in Book 1539 at Page 256, Tax Lien Number 3-51040060-1. Said lien is junior and subordinate to Plaintiff's mortgage and is hereby ordered removed from the title to the Property.

The Defendant, South Carolina Department of Revenue has or may claim to have some interest in the Property by virtue of a revenue tax lien against William Hudspeth, in the original principal amount of \$38,372.22, which lien was recorded/filed or assigned to Defendant in the Richland County Records on 07/15/2009 in Book 1539 at Page 257, Tax Lien Number 3-51040061-8. Said lien is junior and subordinate to Plaintiff's mortgage and is hereby ordered removed from the title to the Property.

The Defendant, South Carolina Department of Revenue has or may claim to have some interest in the Property by virtue of a revenue tax lien against William Hudspeth, in the original principal amount of \$34,211.14, which lien was recorded/filed or assigned to Defendant in the Richland County Records on 07/15/2009 in Book 1539 at Page 258, Tax Lien Number 3-51040062-5. Said lien is junior and subordinate to Plaintiff's mortgage and is hereby ordered removed from the title to the Property.

The Defendant, South Carolina Department of Revenue has or may claim to have some interest in the Property by virtue of a revenue tax lien against William Hudspeth, in the original principal amount of \$29,822.92, which lien was recorded/filed or assigned to Defendant in the Richland County Records on 07/15/2009 in Book 1539 at Page 259, Tax Lien Number 3-51040063-2. Said lien is junior and subordinate to Plaintiff's mortgage and is hereby ordered removed from the title to the Property.

The Defendant, South Carolina Department of Revenue has or may claim to have some interest in the Property by virtue of a revenue tax lien against William Hudspeth, in the original principal amount of \$30,355.36, which lien was recorded/filed or assigned to Defendant in the Richland County Records on 07/15/2009 in Book 1539 at Page 260, Tax

Lien Number 3-51040064-9. Said lien is junior and subordinate to Plaintiff's mortgage and is hereby ordered removed from the title to the Property.

The Defendant, Carapace, LLC, has or may claim to have some interest in the Property by virtue of a judgment lien against William R. Hudspeth, in the original principal amount of \$24,906.60, which lien was filed in the Richland County Records on 08/10/2011 in C/A No.: 2010-CP-40-03607. Said lien is junior and subordinate to Plaintiff's Mortgage and is hereby ordered removed from the title to the Property.

The Defendant, Wurth Wood Group, Inc., has or may claim to have some interest in the Property by virtue of a judgment lien against William R. Hudspeth, in the original principal amount of \$22,945.77, which lien was filed in the Richland County Records on 06/17/2009 in C/A No.: 2009-CP-40-00258. Said lien is junior and subordinate to Plaintiff's Mortgage and is hereby ordered removed from the title to the Property.

The Defendant, The Estate of Harry William Boyd, by Joan L. Boyd, Personal Representative, has or may claim to have some interest in the Property by virtue of a judgment lien against William R. Hudspeth, in the original principal amount of \$639,611.76, which lien was filed in the Richland County Records on 02/04/2010 in C/A No.: 2008-CP-40-07990. Said lien is junior and subordinate to Plaintiff's Mortgage and is hereby ordered removed from the title to the Property.

The Defendant, Adecco USA, Inc., has or may claim to have some interest in the Property by virtue of a judgment lien against William Hudspeth, in the original principal amount of \$8,290.47, which lien was filed in the Richland County Records on 03/03/2009 in C/A No.: 2008-CP-40-07644. Said lien is junior and subordinate to Plaintiff's Mortgage and is hereby ordered removed from the title to the Property.

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

1. The Plaintiff should have judgment of foreclosure of its Mortgage; and the Property should be ordered sold at public auction after due advertisement.
2. That there is due to the Plaintiff on its Note and Mortgage the sum of \$121,581.11, representing the Total Debt due to the Plaintiff as outlined above, together with interest thereon at the rate provided in the Note to the date hereof.
3. That the amount due in the preceding paragraph (the "Total Debt") and later accrued interest and costs shall constitute the total judgment debt due to the Plaintiff and shall bear interest hereafter at the rate of 6.25% per annum, the current interest rate of the Note.

**IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:**

1. That the Defendant(s) liable for the aforesaid Mortgage debt shall, prior to the date and time of the sale of the Property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.
2. That on default of payment prior to the date and time of the sale, the Property, hereinafter described, shall be sold by the undersigned Master In Equity at public auction, at the Richland County Courthouse, City of Columbia, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:
  - A. FOR CASH: The undersigned Master In Equity shall require a deposit of 5% on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within twenty (20) days the same to be forfeited and applied to the costs and then to the Plaintiff's debt.
  - B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 6.25% per annum, which is the Note's current interest rate.
  - C. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.
  - D. Purchaser to pay for the deed and the cost of recording the deed.
3. If the Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, the Plaintiff may pay to the undersigned Master In Equity only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiff's indebtedness.
4. That a personal or deficiency Judgment being Waived, the bidding will not remain open for thirty (30) days and bidding will be final on the date of the sale, and compliance with the bid may be made immediately.
5. That the undersigned Master In Equity will, by advertisement according to law, give notice of the time and place of sale and the terms thereof, and that he will execute to the purchaser, or purchasers, a deed to the Property sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. If such sale is made to anyone other than the Plaintiff or its assignee, should the successful bidder, or his assignee, fail to comply with the terms thereof within twenty (20) days after the date of sale, then the

undersigned Master In Equity may re-advertise the Property for sale on the next, or some other subsequent, sales day, at the risk of the highest bidder, and so on from time to time thereafter until a full compliance shall be secured.

6. In the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.
7. That the undersigned Master In Equity shall apply the proceeds of the sale as follows:  
  
FIRST: To the payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court; and  
  
NEXT: To the payment of the amount to the Plaintiff, or the Plaintiffs Attorney, of the amount of the Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same; and  
  
NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRCP.
8. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein, and all persons whomsoever claiming under him, them or it, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.
9. That it is further ORDERED ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant, who was the title holder of the mortgaged property at the time of the filing of the Lis Pendens, and the Grantee; and that the Richland County Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.
10. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Richland County may be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or

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

11. That it is further ORDERED ADJUDGED AND DECREED that after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Master In Equity shall direct the Register of Deeds to release of record the lien(s) being foreclosed, which lien(s) are described in the Findings of Fact herein above.

12. That it is further ORDERED ADJUDGED AND DECREED that the following is a description of the Property herein ordered to be sold:

**ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, TOGETHER WITH ANY IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, BEING SHOWN AND DESIGNATED AS LOT 148 ON A PLAT OF ASCOT PLACE, PHASE THREE PREPARED BY BELTER AND ASSOCIATES, INC. DATED JANUARY 27, 1998 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN PLAT BOOK 57 AT PAGE 2546. ALSO FURTHER SHOWN ON A PLAT PREPARED FOR DEREAK K. SPEARMAN AND BETH W. SPEARMAN BY COX AND DINKINS, INC. DATED JUNE 16, 1999 AND RECORDED IN RECORD BOOK 318 AT PAGE 1039 AND SAID LOT HAVING THE BOUNDARIES AND DIMENSIONS AS SHOWN ON SAID PLAT WHICH ARE INCORPORATED HEREIN BY REFERENCE.**

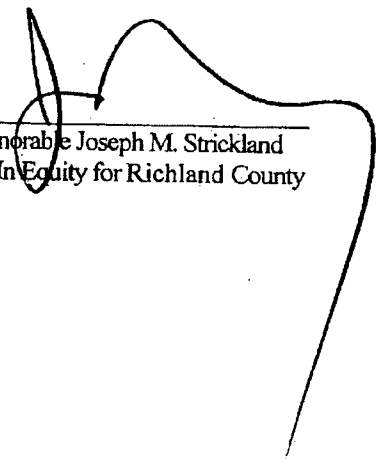
**THIS BEING THE SAME PROPERTY CONVEYED TO MARCIA E. HUDSPETH AND WILLIAM R. HUDSPETH BY DEED DATED APRIL 5, 2004 AND RECORDED JULY 14, 2004 IN BOOK 956 AT PAGE 1226 IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY. THEREAFTER WILLIAM R. HUDSPETH CONVEYED HIS INTEREST IN THE SUBJECT PROPERTY UNTO MARCIA E. HUDSPETH BY DEED DATED APRIL 29, 2009 AND RECORDED MAY 4, 2009 IN BOOK 1517 AT PAGE 3902 IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY.**

CURRENT ADDRESS OF PROPERTY: 222 Treyburn Circle, Irmo, SC 29063

TMS: 04213-01-32

AND IT IS SO ORDERED.

Date: 5-17-15, 2015  
Columbia, South Carolina

  
The Honorable Joseph M. Strickland  
Master In Equity for Richland County

# COPY

## FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2014-CP-40-01233

Wells Fargo Bank, N.A.

PLAINTIFF(S)

William R. Hudspeth; Marcia E. Hudspeth; TD Bank, N.A.  
s/b/m to Carolina First Bank; The Lender Group, Inc.;  
Business Carolina, Inc.; South Carolina Department of  
Revenue; Carapace, LLC; Wurth Wood Group, Inc.; The  
Estate of Harry William Boyd, by Joan L. Boyd, Personal  
Representative; Adecco USA, Inc.

DEFENDANT(S)

Submitted by: Brock & Scott, PLLC

Westpark Center

3800 Fernandina Road Suite 110

Columbia, SC 29210

Attorney for : ☒ Plaintiff ☐ Defendant  
or

☐ Self-Represented Litigant

### DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), 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 :

### 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<br>(List name(s) below) | Judgment Against<br>(List name(s) below) | Judgment Amount To be Enrolled<br>(List amount(s) below) |
|----------------------------------------------|------------------------------------------|----------------------------------------------------------|
|                                              |                                          | N/A                                                      |

If applicable, describe the property, including tax map information and address, referenced in the order:  
All that certain piece, parcel or lot of land, together with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being shown and designated as Lot 148 on a plat of Ascot Place, Phase Three prepared by Belter and Associates, Inc. dated January 27, 1998 and recorded in the Office of the Register of Deeds for Richland County in Plat Book 57 at Page 2546. Also further shown on a plat prepared for Dereak K. Spearman and Beth W. Spearman by Cox and Dinkins, Inc. dated June 16, 1999 and recorded in Record Book 318 at Page 1039 and said lot having the boundaries and dimensions as shown on said plat which are incorporated herein by reference.

This being the same property conveyed to Marcia E. Hudspeth and William R. Hudspeth by deed dated April 5, 2004 and recorded July 14, 2004 in Book 956 at Page 1226 in the Office of the Register of Deeds for Richland County. Thereafter William R. Hudspeth conveyed his interest in the subject property unto Marcia E. Hudspeth by deed dated April 29, 2009 and recorded May 4, 2009 in Book 1517 at Page 3902 in the Office of the Register of Deeds for Richland County.

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.

Circuit Court Judge

Judge Code

Date

**For Clerk of Court Office Use Only**

This judgment was entered on the 17 day of July, 2015 and a copy mailed first class or placed in the appropriate attorney's box on this \_\_\_\_\_ day of \_\_\_\_\_, 2015 to attorneys of record or to parties (when appearing pro se) as follows:

William R. Hudspeth; Marcia E. Hudspeth; TD Bank, N.A. s/b/m to Carolina First Bank; The Lender Group, Inc.; Business Carolina, Inc.; South Carolina Department of Revenue; Carapace, LLC; Wurth Wood Group, Inc.; The Estate of Harry William Boyd, by Joan L. Boyd, Personal Representative; Adecco USA, Inc.

ATTORNEY(S) FOR THE DEFENDANT(S)

ATTORNEY(S) FOR THE PLAINTIFF(S)

CLERK OF COURT

*Jeanette W. McBride*

**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.



STATE OF SOUTH CAROLINA )  
)

IN THE COURT OF COMMON PLEAS  
CASE NUMBER 2014-CP-40-1233

COUNTY OF RICHLAND )

Wells Fargo Bank, N.A., )

Plaintiff(s), )

vs. )

William R. Hudspeth, et al., )

Defendant(s) )

SUMMONS AND ORDER  
OF  
APPOINTMENT

Surplus Funds Hearing

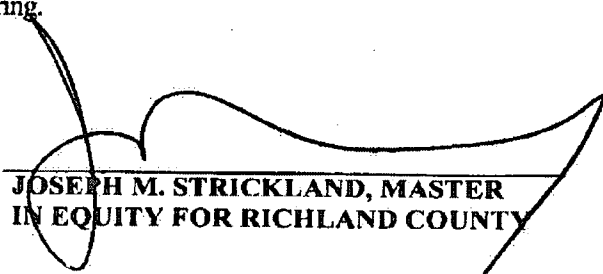
RICHLAND COUNTY  
FILED  
2016 MAR 18 AM 11:07  
JENNIFER W. MCBRIDE  
C.C.P. & G.S.

BY VIRTUE of the Order of Reference filed in the above entitled case, I have appointed April 1, 2016 9:30 a.m. at Courtroom 2-D, Richland County Judicial Center, 1701 Main Street, Columbia, S.C., as the time and place for holding a hearing at which time and place all interested parties will appear. Continuance of this hearing will be granted only upon strict compliance with Rule 40(c), SCRCP.

Upon receipt of this Summons and Order, the Plaintiff(s) or moving party will notify this office immediately of any persons entitled to notice who have not been mailed a copy of this Summons and Order. All parties will please take notice of Rule 5(d), SCRCP.

If unliquidated damages are sought against a Defendant in Default, Plaintiff must give notice of time and place of this hearing pursuant to Rule 55, SCRCP. Additionally, it shall be the responsibility of the Plaintiff or moving party to comply with Rule 6, SCRCP. A copy of this notice must be filed with the Court by the date of the hearing.

AND IT IS SO ORDERED.

  
JOSEPH M. STRICKLAND, MASTER  
IN EQUITY FOR RICHLAND COUNTY

cc: J. M. Page, Esq., T. Thompson, Esq.; R. J. Lowe, Jr., Esq.; R. Lewis, Esq.; K. Sowell, Esq.; T. Gregg, Esq.; W. Hudspeth; M.E. Hudspeth, J. Boyd, and the Estate of Harry W. Boyd

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

Wells Fargo Bank, N.A., )

Plaintiff, )

vs. )

William R. Hudspeth, Marcia E. Hudspeth; )  
TD Bank, N.A. s/b/m to Carolina First )  
Bank; The Lender Group, Inc.; Business )  
Carolina, Inc.; South Carolina Department )  
Of Revenue; Carapace, LLC; Wurth Wood )  
Group, Inc.; The Estate of Harry William )  
Boyd, by Joan L. Boyd, Personal )  
Representative; Adecco USA, Inc., )

Defendant(s). )

IN THE COURT OF COMMON PLEAS  
CIVIL ACTION NO: 2014-CP-40-1233

**ORDER OF DISBURSEMENT OF  
SURPLUS FUNDS PURSUANT TO  
RULE 71(c), SCRCP**

2016 APR 29 AM 9:40  
CLERK OF COURT  
RICHLAND COUNTY

The matter before the Court is the disbursement of surplus funds remaining after the judicial sale of real estate involved in the foreclosure lawsuit captioned above. One of the junior lienholders was the successful bidder at the judicial sale. The highest bidder was TD Bank for the sum of Three Hundred Fifty Thousand Dollars (\$350,000.00). This amount exceeded the amount of the debt owed to Wells Fargo Bank, N.A. Thus, there are surplus funds of Two Hundred Twenty-four Thousand Nine Hundred Fifty-six and 01/100 (\$224,956.01).

There were several claims submitted in accord with Rule 71(c), SCRCP. TD Bank, N.A. now owns the property in question. Inexplicably, TD Bank claims it is entitled to the surplus funds. Counsel could not cite any South Carolina case, rule or statute to support TD Bank's position. An award of surplus funds to TD Bank would prejudice other claimants and require a change in South Carolina Law.

Additionally, counsel for TD Bank asked the surplus funds not be disbursed until after TD Bank's potential appeals have been exhausted. That motion is denied.

I have carefully reviewed all of the claims submitted and the funds shall be disbursed as follows:

Thirty-five Dollars (\$35.00) shall be disbursed to the Richland County Treasurer as court costs.

Two Hundred Twenty-four Thousand Nine Hundred Twenty-one and 01/100 Dollars (\$224,921.01) shall be disbursed to The Lender Group, Inc.

**IT IS SO ORDERED.**

Columbia, South Carolina  
April 29, 2016.

  
JOSEPH M. STRICKLAND, MASTER IN  
EQUITY FOR RICHLAND COUNTY

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )  
Wells Fargo Bank, N.A., )  
Plaintiff, )  
vs. )  
William R. Hudspeth, Marcia E. Hudspeth; )  
TD Bank, N.A. s/b/m to Carolina First )  
Bank; The Lender Group, Inc.; Business )  
Carolina, Inc.; South Carolina Department )  
Of Revenue; Carapace, LLC; Wurth Wood )  
Group, Inc.; The Estate of Harry William )  
Boyd, by Joan L. Boyd, Personal )  
Representative; Adecco USA, Inc., )  
Defendant(s).

IN THE COURT OF COMMON PLEAS  
CIVIL ACTION NO: 2014-CP-40-1233

RECEIVED

MAY 19 2016

SUPPLEMENTAL  
ORDER OF DISBURSEMENT OF  
SURPLUS FUNDS PURSUANT TO  
RULE 71(c), SCRCP

SC Court of Appeals

2016 MAY 17 PM 12:26  
JEROME W. HOSKINS  
CLERK OF COURT

The matter before the Court is the disbursement of surplus funds remaining after the judicial sale of real estate involved in the foreclosure lawsuit captioned above. One of the junior lienholders was the successful bidder at the judicial sale. The highest bidder was TD Bank for the sum of Three Hundred Fifty Thousand Dollars (\$350,000.00). This amount exceeded the amount of the debt owed to Wells Fargo Bank, N.A. Thus, there are surplus funds of Two Hundred Twenty-four Thousand Nine Hundred Fifty-six and 01/100 (\$224,956.01).

There were several claims submitted in accord with Rule 71(c), SCRCP. TD Bank, N.A. now owns the property in question. Inexplicably, TD Bank claims it is entitled to the surplus funds. Counsel could not cite any South Carolina case, rule or statute to support TD Bank's position. An award of surplus funds to TD Bank would prejudice other claimants and require a change in South Carolina Law.

Additionally, counsel for TD Bank asked the surplus funds not be disbursed until after TD Bank's potential appeals have been exhausted. That motion is denied.

I have carefully reviewed all of the claims submitted and the funds shall be disbursed as follows:

Thirty-five Dollars (\$35.00) shall be disbursed to the Richland County Treasurer as court costs.

Two Hundred Twenty-four Thousand Nine Hundred Twenty-one and 01/100 Dollars (\$224,921.01) shall be disbursed to The Lender Group, Inc.

Now, TD Bank and The Lender Group, Inc. have agreed that the surplus funds shall be held by the Richland County Clerk of Court pending a ruling on TD Bank's appeal of the Order of Disbursement.

Thus, \$224,921.01, the amount of surplus funds, shall be held by the Richland County Clerk of Court in an interest bearing account until the appeals process is complete.

**IT IS SO ORDERED.**

Columbia, South Carolina  
May 12, 2016.



JOSEPH M. STRICKLAND, MASTER IN  
EQUITY FOR RICHLAND COUNTY

# The South Carolina Court of Appeals

Wells Fargo Bank, N.A., Plaintiff,

v.

William R. Hudspeth, Marcia E. Hudspeth; TD Bank, N.A. s/b/m to Carolina First Bank; The Lender Group, Inc.; Business Carolina, Inc.; South Carolina Department of Revenue; Carapace, LLC; Wurth Wood Group, Inc.; The Estate of Harry William Boyd, by Joan L. Boyd, Personal Representative; Adecco USA, Inc., Defendants,

Of Whom TD Bank, N.A. successor by merger to Carolina First Bank is the Appellant,

and Of Whom The Lender Group, Inc. is the Respondent.

Appellate Case No. 2016-000958

The Honorable Joseph M. Strickland  
Richland County  
Trial Court Case No. 2014CP4001233

---

## ORDER

---

This Court has received multiple notices of appeal in this matter. These appeals will be consolidated for consideration by the Court under the South Carolina Appellate Court Rules (SCACR), and we anticipate receiving one record on appeal. The times for perfecting this appeal will run from the service of the last notice of appeal.

FOR THE COURT

BY V. Claire Allen, Deputy  
CLERK

Columbia, South Carolina

cc:

James Martin Page, Esquire  
Robert B. Lewis, Esquire

**FILED**  
June 16, 2016 gmel

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

IN THE COURT OF COMMON PLEAS  
JR Number 2014-CP-40-1233

Wels Fargo Bank, N.A.,

vs.

William R. Hudspeth; Marcia E. Hudspeth; TD  
Bank, N.A. s/b/m to Carolina First Bank; The  
Lender Group, Inc., et al.,

Plaintiff (s),

Defendant (s).

Master's Report on Sale and Disbursements  
and

Order of Confirmation

Pursuant to Rule 71, SCRC  
(Public Sale)

2015 SEP 17 AM 9:50  
JEANETTE W. MCBRIDE  
C.P. & G.S.

RICHLAND COUNTY  
FILED

1. Pursuant to Order of Court and after due notice and advertisement, I sold subject property to:
  - (a) the Plaintiff for the sum of \$ -----, that amount being the highest bid made on Sales Day, August 3, 2015. The Plaintiff thereafter paid only the costs as provided in said Order and became the grantee/assigned its bid to -----.
  - (b) the highest bidder on Sales Day, T.D. Bank, N. A., for the sum of \$ 350,000.00. The successful bidder thereafter complied with the bid, as provided for in said Order, and became the grantee/ assigned the bid to -----.
2. That I have executed and delivered to said grantee a good and sufficient deed of conveyance of said property.
3. I have received and disbursed the costs as set out on the attached Statement of Disbursements which resulted in the disbursement of proceeds of sale/a surplus of \$ 224,956.01, notice of which is being sent to all parties who may wish to apply for said surplus, pursuant to Rule 71(c), SCRC.

IS THEREFORE ORDERED that the said sale and the Master's Report on Sale and Disbursements are hereby confirmed as a judgment of this Court.

Sept. 8, 2015

JOSEPH M. STRICKLAND  
Master in Equity for Richland County

**MASTER IN EQUITY  
STATEMENT OF DISBURSEMENTS**

JR#

8/24/15

C.A.# 2014-CP-40-1233

| Wells Fargo vs. William R. Hudspeth, et al.             |              | Disbursements       | Receipts            |
|---------------------------------------------------------|--------------|---------------------|---------------------|
| <b>AMOUNT OF BID \$350,000.00</b>                       |              |                     |                     |
| Reference Fee                                           |              |                     | \$125.00            |
| 5% of Bid                                               |              |                     | \$17,500.00         |
| Balance of Costs                                        |              |                     | \$333,698.60        |
|                                                         |              |                     |                     |
| Clerk                                                   |              |                     |                     |
| Master's Agent                                          |              |                     |                     |
| Advertising Sale                                        |              |                     |                     |
| Master's costs - R. C. Treasurer                        |              | \$2,625.00          |                     |
| Court Reporter                                          |              |                     |                     |
| Revenue Stamps, State                                   |              |                     |                     |
| Revenue Stamps, County                                  |              |                     |                     |
| Guardian ad Litem Fee                                   |              |                     |                     |
| Fee of Attorney Under Order of Court (Military Service) |              |                     |                     |
| Recording Deed                                          |              |                     |                     |
| Taxes - State and County                                |              |                     |                     |
| Attorney's Disbursement and/or Fee                      |              |                     |                     |
|                                                         |              |                     |                     |
| Total Debt                                              | \$121,581.11 |                     |                     |
| Interest on Principal from                              |              |                     |                     |
| 5/30/15 thru 7/9/15                                     | \$716.68     |                     |                     |
| Interest on Total Judgment plus                         |              |                     |                     |
| Interest on Principal from                              |              |                     |                     |
| 7/10/15 to 8/24/15                                      | \$942.30     |                     |                     |
| Additional Costs                                        |              |                     |                     |
|                                                         | \$502.50     |                     |                     |
| Total Due                                               |              |                     |                     |
|                                                         | \$123,742.59 |                     |                     |
| Amount due Brock & Scott, PLLC attorney for             |              |                     |                     |
| Wells Fargo Bank, \$123,742.59.                         |              | \$123,742.59        |                     |
|                                                         |              |                     |                     |
|                                                         |              |                     |                     |
|                                                         |              |                     |                     |
| <b>Total Costs</b>                                      |              | <b>\$126,367.59</b> |                     |
| <b>Surplus Funds</b>                                    |              | <b>\$224,956.01</b> |                     |
| <b>TOTALS</b>                                           |              | <b>\$351,323.60</b> | <b>\$351,323.60</b> |

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

Wells Fargo Bank, N.A.,

Plaintiff,

vs.

William R. Hudspeth; Marcia E. Hudspeth; TD  
Bank, N.A. s/b/m to Carolina First Bank; The  
Lender Group, Inc.; Business Carolina, Inc.; South  
Carolina Department of Revenue; Carapace, LLC;  
Wurth Wood Group, Inc.; The Estate of Harry  
William Boyd, by Joan L. Boyd, Personal  
Representative; Adecco USA, Inc.,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: \_\_\_\_\_

SUMMONS AND NOTICES

(Non-Jury)

FORECLOSURE  
OF REAL ESTATE  
MORTGAGE

JACQUELINE W. MCGIBBIE  
C.C.P. & G.S.

2014 FEB 27 AM 8:57

RICHLAND COUNTY  
FILED

TO THE DEFENDANT(S) ABOVE NAMED:

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

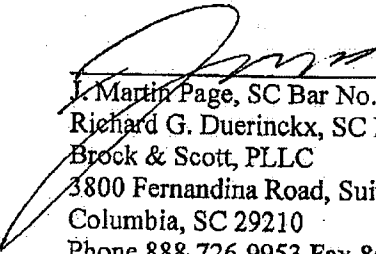
TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

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

B&S No.: 14-02748

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

YOU WILL ALSO TAKE NOTICE that under the provisions of S.C. Code Ann. § 29-3-100, effective June 16, 1993, any collateral assignment of rents contained in the referenced Mortgage is perfected and Attorney for Plaintiff hereby gives notice that all rents shall be payable directly to it by delivery to its undersigned attorneys from the date of default. In the alternative, Plaintiff will move before a judge of this Circuit on the 10<sup>th</sup> day after service hereof, or as soon thereafter as counsel may be heard, for an Order enforcing the assignment of rents, if any, and compelling payment of all rents covered by such assignment directly to the Plaintiff, which motion is to be based upon the original Note and Mortgage herein and the Complaint attached hereto.



J. Martin Page, SC Bar No. 100200  
Richard G. Duerinckx, SC Bar No. 070143  
Brock & Scott, PLLC  
3800 Fernandina Road, Suite 110  
Columbia, SC 29210  
Phone 888-726-9953 Fax 866-676-7658  
Attorneys for Plaintiff

Dated: 2/26/2014

Columbia, South Carolina

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

Wells Fargo Bank, N.A.,

Plaintiff,

vs.

William R. Hudspeth; Marcia E. Hudspeth; TD  
Bank, N.A. s/b/m to Carolina First Bank; The  
Lender Group, Inc.; Business Carolina, Inc.; South  
Carolina Department of Revenue; Carapace, LLC;  
Wurth Wood Group, Inc.; The Estate of Harry  
William Boyd, by Joan L. Boyd, Personal  
Representative; Adecco USA, Inc.,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: \_\_\_\_\_

COMPLAINT

(Non-Jury)

FORECLOSURE  
OF REAL ESTATE  
MORTGAGE  
(Deficiency Judgment Waived)

C.C.P. 3.05

2014 FEB 27 AM 8:56

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

1. Plaintiff, Wells Fargo Bank, N.A., is a business entity duly authorized to conduct business in the State of South Carolina.
2. Upon information and belief, the Defendant(s), William R. Hudspeth, Marcia E. Hudspeth, TD Bank, N.A. s/b/m to Carolina First Bank, The Lender Group, Inc., Business Carolina, Inc., South Carolina Department of Revenue, Carapace, LLC, Wurth Wood Group, Inc., The Estate of Harry William Boyd, by Joan L. Boyd, Personal Representative, and Adecco USA, Inc., may claim some interest in the real estate, which is the subject of this action and this Court has proper jurisdiction pursuant to S.C. Code Ann. § 36-2-803.
3. The real property hereinafter described, that is the subject of this action, is situated and located in the County of Richland, State of South Carolina, and this Court has proper jurisdiction over the subject matter and the parties of this action.
4. Heretofore, William R. Hudspeth and Marcia E. Hudspeth (hereinafter, "Borrower(s)") made, executed, and delivered to Carolina First Bank (hereinafter, "Lender") a certain Fixed Rate Note dated June 30, 2004, in writing (hereinafter, "Note"), wherein and whereby William R. Hudspeth and Marcia E. Hudspeth promised to pay to Carolina First Bank, the principal sum of \$120,800.00, together with interest

B&S No.: 14-02748

at the rate of 6.25% per annum on the unpaid balance; said principal and interest being payable in monthly installments thereafter until the said Note is fully paid.

5. In order to secure the payment of said Note, the said William R. Hudspeth and Marcia E. Hudspeth (hereinafter, "Mortgagor(s)"), did make, execute, and deliver to Carolina First Bank, its successors and assigns, a certain mortgage dated June 30, 2004 (hereinafter, "Mortgage") securing the below described real property, including any and all improvements to the property, located in the County and State aforesaid (hereinafter, "Property"):

All that certain piece, parcel or lot of land, together with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being shown and designated as Lot 148 on a plat of Ascot Place, Phase Three prepared by Belter and Associates, Inc. dated January 27, 1998 and recorded in the Office of the Register of Deeds for Richland County in Plat Book 57 at Page 2546. Also further shown on a plat prepared for Dereak K. Spearman and Beth W. Spearman by Cox and Dinkins, Inc. dated June 16, 1999 and recorded in Record Book 318 at Page 1039 and said lot having the boundaries and dimensions as shown on said plat which are incorporated herein by reference.

This being the same property conveyed to Marcia E. Hudspeth and William R. Hudspeth by deed dated April 5, 2004 and recorded July 14, 2004 in Book 956 at Page 1226 in the Office of the Register of Deeds for Richland County. Thereafter William R. Hudspeth conveyed his interest in the subject property unto Marcia E. Hudspeth by deed dated April 29, 2009 and recorded May 4, 2009 in Book 1517 at Page 3902 in the Office of the Register of Deeds for Richland County.

Parcel Number: 04213-01-32

Property Address: 222 Treyburn Circle, Irmo, SC 29063

6. William R. Hudspeth, as her Attorney in Fact, signed the Note and Mortgage on behalf of Marcia E. Hudspeth. These actions were authorized pursuant to a Power of Attorney recorded on July 14, 2004 in Book 956 at Page 1222.
7. Said Mortgage was recorded on July 14, 2004 in Book 00956 at Page 1228, in the Richland County Registry.
8. Thereafter, the Mortgage was assigned to Washington Mutual Bank, FA by assignment recorded on September 21, 2004 in Book 979 at Page 2302. Thereafter, the Mortgage was assigned to Wells Fargo Bank, N.A. by assignment recorded on March 6, 2007 in Book 1289 at Page 1828.
9. The Mortgage evidences and secures the repayment of money advanced by the Lender to, or on

behalf of, the Mortgagor(s) and constitutes a valid purchase money first lien on the Property.

10. As required by South Carolina Supreme Court Administrative Order 2009-05-22-01 (hereinafter, "the Administrative Order"), Plaintiff states that this loan is owned or guaranteed by Fannie Mae, or it is owned or guaranteed by FHLMC, or the Servicer has signed an agreement to participate in the Home Affordable Modification Program (hereinafter, "the HAMP"); however, Plaintiff alleges upon information and belief, that the loan is not subject to modification under the HAMP as contemplated under the Administrative Order because the Borrower(s) failed to respond to the HAMP inquiries or failed to provide the necessary supporting documentation.

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

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

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

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

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

16. The installments of principal and interest falling due from and after October 1, 2013 have not been paid although demand for the payment thereof has been made. The Plaintiff, as holder of the said Note and Mortgage, has and does hereby elect to declare the entire balance of said principal and interest

due and payable at once; that there is now due and owing and unpaid upon the said Note and Mortgage the full and just principal sum of \$102,083.83, together with interest at the rate of 6.25% per annum, the current/modified rate of interest, from the date of the last payment, together with reasonable attorneys' fees for the collection thereof and the costs of this action. Plaintiff may be forced to pay sums for taxes, insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

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

A. The Defendant, TD Bank, N.A., s/b/m to Carolina First Bank, has or may claim to have some interest in the Property by virtue of a mortgage given by William R. Hudspeth and Marcia E. Hudspeth, in the original principal amount of \$300,000.00, which mortgage was recorded/filed or assigned to Defendant in the Richland County Records on 07/14/2004 in Book 956 at Page 1247. Said lien is junior and subordinate to Plaintiff's mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

B. The Defendant, The Lender Group, Inc., has or may claim to have some interest in the Property by virtue of a judgment lien against William R. Hudspeth, in the original principal amount of \$1,075,923.50, which lien was filed in the Richland County Records on 12/12/2008 in C/A No.: 2007-CP-40-02537. Said lien is junior and subordinate to Plaintiff's Mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

C. The Defendant, Adceco USA, Inc., has or may claim to have some interest in the Property by virtue of a judgment lien against William Hudspeth, in the original principal amount of \$8,290.47, which lien was filed in the Richland County Records on 03/03/2009 in C/A No.: 2008-CP-40-07644. Said lien is junior and subordinate to Plaintiff's Mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

18. Upon information and belief, said information having been obtained from the records of Richland County, South Carolina, the Defendants below named have or may claim to have some interest in or lien upon the Property by virtue of the matters and things herein below alleged, in the event the conveyance by William R. Hudspeth to Marcia E. Hudspeth evidenced by that certain quitclaim deed recorded May 4, 2009 in Book 1517 at Page 3902 in the Office of the Register of Deeds for Richland County is found to be a conveyance to defraud creditors as defined by S.C. Code Ann. § 27-23-10.

A. The Defendant, Business Carolina, Inc., has or may claim to have some interest in the Property by virtue of a judgment lien against William Hudspeth, in the original principal amount of \$339,479.03, which lien was filed in the Richland County Records on 05/19/2009 in C/A No.: 2007-CP-40-04809. Said lien is junior and subordinate to Plaintiff's Mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

B. The Defendant, South Carolina Department of Revenue has or may claim to have some interest in the Property by virtue of a revenue tax lien against William Hudspeth, in the original principal amount of \$37,129.73, which lien was recorded/filed or assigned to Defendant in the Richland County Records on 07/15/2009 in Book 1539 at Page 257, Tax Lien Number 3-51040058-8. Said lien is junior and subordinate to Plaintiff's mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

C. The Defendant, South Carolina Department of Revenue has or may claim to have some interest in the Property by virtue of a revenue tax lien against William Hudspeth, in the original principal amount of \$44,651.30, which lien was recorded/filed or assigned to Defendant in the Richland County Records on 07/15/2009 in Book 1539 at Page 255, Tax Lien Number 3-51040059-5. Said lien is junior and subordinate to Plaintiff's mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

D. The Defendant, South Carolina Department of Revenue has or may claim to have some interest in the Property by virtue of a revenue tax lien against William Hudspeth, in the original principal amount of \$43,044.82, which lien was recorded/filed or assigned to Defendant in the Richland County Records on 07/15/2009 in Book 1539 at Page 256, Tax Lien Number 3-51040060-1. Said lien is junior and subordinate to Plaintiff's mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

E. The Defendant, South Carolina Department of Revenue has or may claim to have some interest in the Property by virtue of a revenue tax lien against William Hudspeth, in the original principal amount of \$38,372.22, which lien was recorded/filed or assigned to Defendant in the Richland County Records on 07/15/2009 in Book 1539 at Page 257, Tax Lien Number 3-51040061-8. Said lien is junior and subordinate to Plaintiff's mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

F. The Defendant, South Carolina Department of Revenue has or may claim to have some interest in the Property by virtue of a revenue tax lien against William Hudspeth, in the original principal amount of \$34,211.14, which lien was recorded/filed or assigned to Defendant in the Richland County Records on 07/15/2009 in Book 1539 at Page 258, Tax Lien Number 3-51040062-5. Said lien is junior and subordinate to Plaintiff's mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

G. The Defendant, South Carolina Department of Revenue has or may claim to have some interest in the Property by virtue of a revenue tax lien against William Hudspeth, in the original principal amount of \$29,822.92, which lien was recorded/filed or assigned to Defendant in the Richland County Records on 07/15/2009 in Book 1539 at Page 259, Tax Lien Number 3-51040063-2. Said lien is junior and subordinate to Plaintiff's mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

H. The Defendant, South Carolina Department of Revenue has or may claim to have some interest in the Property by virtue of a revenue tax lien against William Hudspeth, in the original principal amount of \$30,355.36, which lien was recorded/filed or assigned to Defendant in the Richland County Records on 07/15/2009 in Book 1539 at Page 260, Tax Lien Number 3-51040064-9. Said lien is junior and subordinate to Plaintiff's mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

I. The Defendant, Carapace, LLC, has or may claim to have some interest in the Property by virtue of a judgment lien against William R. Hudspeth, in the original principal amount of \$24,906.60, which lien was filed in the Richland County Records on 08/10/2011 in C/A No.: 2010-CP-40-03607. Said lien is junior and subordinate to Plaintiff's Mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

J. The Defendant, Wurth Wood Group, Inc., has or may claim to have some interest in the Property by virtue of a judgment lien against William R. Hudspeth, in the original principal amount of \$22,945.77, which lien was filed in the Richland County Records on 06/17/2009 in C/A No.: 2009-CP-40-00258. Said lien is junior and subordinate to Plaintiff's Mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

K. The Defendant, The Estate of Harry William Boyd, by Joan L. Boyd, Personal Representative, has or may claim to have some interest in the Property by virtue of a judgment lien against William R. Hudspeth, in the original principal amount of \$639,611.76, which lien was filed in the Richland County Records on 02/04/2010 in C/A No.: 2008-CP-40-07990. Said lien is junior and subordinate to Plaintiff's Mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

WHEREFORE, Plaintiff prays judgment that:

- A. The amount due upon the said Note and Mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action.
- B. Appoint a Receiver to collect the rents, issue, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court.
- C. Plaintiff's Mortgage be declared a valid purchase money first lien and that Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due or which may be or have been paid by Plaintiff, together with attorney's fees and for the costs of this action.
- D. The Property be sold according to law and the practice of this Court, the equity of redemption be

barred and that the proceeds of sale be applied as follows:

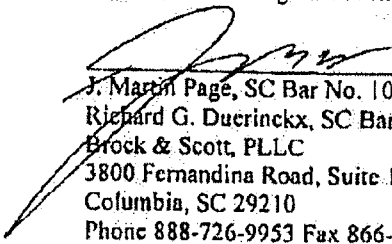
First, to the costs and expenses of the within action and said sale;

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

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

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

FURTHER, in the event the successful bidder (at the time of this foreclosure sale) is other than the Defendant(s) in possession herein, the Sheriff of Richland County will be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located therein, and put the successful bidder or his assigns in full, quiet and peaceable possession of said Property without delay, and to keep the successful bidder or his assigns in such peaceable possession.

  
J. Martin Page, SC Bar No. 100200  
Richard G. Duerinckx, SC Bar No. 070143  
Brock & Scott, PLLC  
3800 Fernandina Road, Suite 110  
Columbia, SC 29210  
Phone 888-726-9953 Fax 866-676-7658  
Attorneys for Plaintiff

Dated: 2/26/2014

Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Wells Fargo Bank, N.A.,  
Plaintiff,

vs.

William R. Hudspeth; Marcia E. Hudspeth; TD Bank,  
N.A. s/b/m to Carolina First Bank; The Lender  
Group, Inc.; Business Carolina, Inc.; South Carolina  
Department of Revenue; Carapace, LLC; Wurth  
Wood Group, Inc.; The Estate of Harry William  
Boyd, by Joan L. Boyd, Personal Representative;  
Adecco USA, Inc.,  
Defendant(s).

IN THE COURT OF COMMON PLEAS

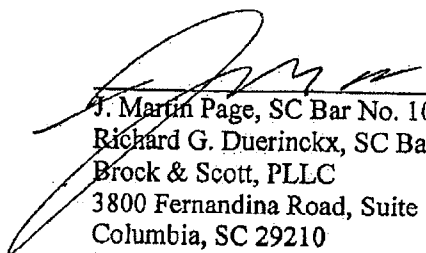
C/A NO.: \_\_\_\_\_

CERTIFICATE OF  
EXEMPTION/WITHDRAWAL FROM  
ARBITRATION AND MEDIATION

FILED  
2014 FEB 27 AM 8:57  
CLERK OF COURT  
RICHLAND COUNTY  
S.C.

I CERTIFY THAT THIS ACTION IS EXEMPT FROM ARBITRATION AND MEDIATION BECAUSE:

- \_\_\_\_\_ This is a special proceeding or action seeking extraordinary relief such as mandamus, habeas corpus or prohibition;
- \_\_\_\_\_ This action is appellate in nature;
- \_\_\_\_\_ This is a post-conviction relief matter;
- \_\_\_\_\_ This is a contempt of court proceeding;
- \_\_\_\_\_ This is forfeiture proceeding brought by the State; or,
- ☒ This is a mortgage or HOA lien foreclosure action.

  
J. Martin Page, SC Bar No. 100200  
Richard G. Duerinckx, SC Bar No. 070143  
Brock & Scott, PLLC  
3800 Fernandina Road, Suite 110  
Columbia, SC 29210  
Phone 888-726-9953 Fax 866-676-7658  
Attorneys for Plaintiff

Dated: 2/26/2014

Columbia, South Carolina

**NOTE:** Motion must be presented to the court, a hearing held, and a finding made, for exemption or withdrawal from arbitration for "strong and compelling reason" sought pursuant to Rule 1(d), Rules of Circuit Court Arbitration.

B&S No.: 14-02748

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Wells Fargo Bank, N.A.,

Plaintiff,

vs.

William R. Hudspeth; Marcia E. Hudspeth; TD Bank, N.A. s/b/m to Carolina First Bank; The Lender Group, Inc.; Business Carolina, Inc.; South Carolina Department of Revenue; Carapace, LLC; Wurth Wood Group, Inc.; The Estate of Harry William Boyd, by Joan L. Boyd, Personal Representative; Adecco USA, Inc.,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: \_\_\_\_\_

*LIS PENDENS*

JEANETTE W. MCNEEL  
C.C.P. & G.S.

2014 FEB 27 AM 8:57

RICHLAND COUNTY  
FILED

NOTICE IS HEREBY GIVEN THAT an action has been or will be commenced in this Court upon complaint of the above-named Plaintiff against the above-named Defendant(s) for the foreclosure of a certain mortgage of real estate given by William R. Hudspeth and Marcia E. Hudspeth to Carolina First Bank dated June 30, 2004 and recorded on July 14, 2004 in Book 00956 at Page 1228, in the Richland County Registry (hereinafter, "Mortgage"). Thereafter, the Mortgage was transferred to the Plaintiff herein by assignment and/or corporate merger.

The premises covered and affected by the said Mortgage and by the foreclosure thereof were, at the time of the making thereof and at the time of the filing of this notice, more particularly described in the said Mortgage and are more commonly described as:

All that certain piece, parcel or lot of land, together with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being shown and designated as Lot 148 on a plat of Ascot Place, Phase Three prepared by Belter and Associates, Inc. dated January 27, 1998 and recorded in the Office of the Register of Deeds for Richland County in Plat Book 57 at Page 2546. Also further shown on a plat prepared for Dereak K. Spearman and Beth W. Spearman by Cox and Dinkins, Inc. dated June 16, 1999 and recorded in Record Book 318 at Page 1039 and said lot having the boundaries and dimensions as shown on said plat which are incorporated herein by reference.

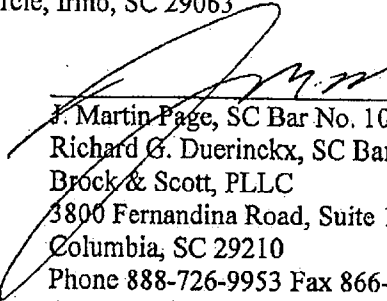
This being the same property conveyed to Marcia E. Hudspeth and William R. Hudspeth by deed dated April 5, 2004 and recorded July 14, 2004 in Book 956 at Page 1226 in the

B&S No.: 14-02748

Office of the Register of Deeds for Richland County. Thereafter William R. Hudspeth conveyed his interest in the subject property unto Marcia E. Hudspeth by deed dated April 29, 2009 and recorded May 4, 2009 in Book 1517 at Page 3902 in the Office of the Register of Deeds for Richland County.

*TMS No. 04213-01-32*

*Property Address: 222 Treyburn Circle, Irmo, SC 29063*



J. Martin Page, SC Bar No. 100200  
Richard G. Duerinckx, SC Bar No. 070143  
Brock & Scott, PLLC  
3800 Fernandina Road, Suite 110  
Columbia, SC 29210  
Phone 888-726-9953 Fax 866-676-7658  
Attorneys for Plaintiff

Dated: 2/26/2014

Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Wells Fargo Bank, N.A.,

Plaintiff,

vs.

William R. Hudspeth, *et al.*,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A No.: 2014-CP-40-01233

NOTICE OF CLAIM TO SURPLUS FUNDS

2015 OCT 22 PM 2:01  
RICHLAND COUNTY  
CLERK OF COURT  
JENNIFER L. NORRIDGE  
C.C.P. & C.S.

BCP No.: F15-44796

TO: THE HONORABLE JOSEPH M. STRICKLAND, MASTER-IN-EQUITY FOR  
RICHLAND COUNTY:

Please take notice that TD Bank, N.A. is one of the Defendants in the above-entitled action, and may be entitled to the surplus money, or a part thereof, arising on the foreclosure sale made pursuant to the decree entered in the above-entitled proceeding.

The nature of this Defendant's claim to the surplus monies arising on that sale is as follows:

1. Heretofore, William R. Hudspeth and Marcia E. Hudspeth (hereinafter, "Borrower(s)") made, executed, and delivered to Carolina First Bank (hereinafter, "Payee") a certain home equity promissory note dated June 30, 2004, in writing (hereinafter, "Second Note"). A copy of the Second Note being attached as **Exhibit A** hereto.
2. In order to secure the payment of said Second Note the Borrower(s) did make, execute, and deliver to Carolina First Bank, its successors and assigns, a certain mortgage dated June 30, 2004 securing the subject property described in the Plaintiff's *Lis Pendens* (hereinafter "Second Mortgage"). Said Second Mortgage being recorded July 14, 2004

in Book 00956 at Page 1247 in the records of Richland County South Carolina. A copy of the Second Mortgage being attached as Exhibit B hereto.

3. The terms of the Second Mortgage provided that said lien secured up to \$345,000.00 in monies advanced.
4. Thereafter, the Note and Subject Mortgage were transferred to TD Bank, N.A. when it completed the acquisition of Carolina First Bank on or around September 30, 2010.
5. The current amount due to TD Bank, N.A. is \$324,778.10 as evidenced by the Affidavit in Support of Notice of Claim to Surplus Funds incorporated herein.

WHEREFORE, pursuant to SCRPC 71(c), the defendant, TD Bank, N.A. requests a hearing to determine its entitlement to surplus funds and to request any and all other relief the Court may grant.



---

Tyler S. Gregg, Esq.  
Bell Carrington & Price, LLC  
508 Hampton Street, Suite 301  
Columbia, SC 29201  
Phone 803.509.5078

October 22, 2015

|                                              |                                                                     |                                         |                                                                                 |                                 |
|----------------------------------------------|---------------------------------------------------------------------|-----------------------------------------|---------------------------------------------------------------------------------|---------------------------------|
| <b>LOAN NUMBER</b><br>[REDACTED]             | <b>LOAN NAME</b><br>WILLIAM R HUDSPETH                              | <b>ACCT. NUMBER</b>                     | <b>AGREEMENT DATE</b><br>06/30/04                                               | <b>INITIALS</b><br>[REDACTED]   |
| <b>CREDIT LIMIT</b><br>\$300,000.00          | <b>INDEX (w/Margin)</b><br>Wall Street Journal Prime<br>plus 0.500% | <b>INITIAL RATE</b><br>4.500%           | <b>MATURITY DATE</b><br>06/30/14                                                | <b>LOAN PURPOSE</b><br>Consumer |
| <b>TRANS. ACCT. NUMBER</b><br>Not Applicable | <b>DRAW PERIOD</b><br>10 Years                                      | <b>REPYMT. PERIOD</b><br>Not Applicable | <b>PAYMENT DATE</b><br>WITHIN 20 DAYS OF THE<br>DATE OF MY BILLING<br>STATEMENT | <b>BILLING CYCLE</b><br>Monthly |

Creditor Use Only

## CASHLINE HOME EQUITY LINE OF CREDIT (INTEREST ONLY OPTION - 316) CONSUMER OPEN-END AGREEMENT

**DATE AND PARTIES.** The date of this CASHLINE HOME EQUITY LINE OF CREDIT (Interest Only Option - 316) Agreement (Agreement) is June 30, 2004. The parties and their addresses are:

**LENDER:**

CAROLINA FIRST BANK  
7389 Sumter Highway  
Columbia, South Carolina 29209  
Telephone: (803) 253-8893

**BORROWER:**

WILLIAM R HUDSPETH  
222 TREYBURN CIRCLE  
IRMO, South Carolina 29063

MARCIA E HUDSPETH  
222 TREYBURN CIRCLE  
IRMO, South Carolina 29063

**1. DEFINITIONS.** As used in this Agreement, the terms have the following meanings.

**A. Pronouns.** The pronouns "I", "me" and "my" refer to all Borrowers signing this Agreement, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Agreement. "You" and "your" refer to the Lender, any participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Line of Credit.

**B. Agreement.** Agreement refers to this CASHLINE HOME EQUITY LINE OF CREDIT (Interest Only Option - 316) Agreement, and any extensions, renewals, modifications and substitutions of it.

**C. Line of Credit.** Line of Credit refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Agreement.

**D. Loan Account Balance.** Loan Account Balance means the sum of the unpaid principal balance advanced under the terms of this Agreement, finance charges consisting of accrued interest and certain fees and charges, credit insurance premiums that are due, and other amounts advanced to me or others under the terms of this Agreement.

**E. Billing Cycle.** Billing Cycle means the interval between the days or dates of regular periodic statements. My Billing Cycle is Monthly. My Billing Cycle ends monthly.

**F. Credit Limit.** Credit Limit means the maximum amount of the principal you will permit me to owe you under this Line of Credit, at any one time.

**G. Property.** Property means any property, real, personal or intangible, that secures my performance of the obligations of this Line of Credit.

Other important terms are defined throughout this Agreement.

**2. TAX DEDUCTIBILITY.** I should consult a tax advisor regarding the deductibility of interest and charges under this Line of Credit.

**3. PROMISE TO PAY.** For value received, I promise to pay to you or your order, at your address, or at such other location as you may designate, the principal amount of \$300,000.00 (Credit Limit), or so much of the Credit Limit as may be advanced from time to time under the terms of this Agreement, plus costs, expenses and interest accruing as described in this Agreement until this Agreement matures or this obligation is accelerated.

**A. Agreement Term.** This Agreement begins on the Agreement Date and continues until the Maturity Date. I may request advances for 10 years (Draw Period) beginning on the Agreement Date.

WILLIAM R HUDSPETH  
Consumer Open-End Agreement  
8C/4raimpson00725200004268043062904N

**EXHIBIT**

" A "

Bankers Systems, Inc., St. Cloud, MN **EX-100**

Initials

W.R. HUDSPETH  
MARCIA E HUDSPETH

B. Advances. I can request advances by the following methods:

(1) I write a check or a share draft.

C. Advance Limitations. Requests for, and access to, advances are subject to the following limitations.

(1) Advance Amount. When I request an advance, you will, subject to the limitations contained in this Agreement, advance exactly the amount I request. You will make the advance by one of the methods described in the Advances section. You will record the amount as an advance and increase my Loan Account Balance.

(2) Credit Limit. I agree not to request or obtain an advance that will cause the unpaid principal of my Loan Account Balance to exceed the Credit Limit. I understand that you will not ordinarily grant a request for an advance that would cause the unpaid principal of my Loan Account Balance to be greater than my Credit Limit. You may, at your option, grant such a request without obligating yourselves to do so in the future. If I exceed the Credit Limit, I agree to pay the amount by which the unpaid principal of my Loan Account Balance exceeds the Credit Limit immediately, even if you have not yet billed me.

4. COMPUTATION OF FINANCE CHARGES. Finance charges begin to accrue immediately when you make an advance to me. To figure the finance charge for each Billing Cycle, a daily periodic rate is multiplied by the Average Daily Balance of my Loan Account Balance. You then multiply that amount by the number of days in the Billing Cycle.

The Average Daily Balance is computed as follows: First, you take my Loan Account Balance at the beginning of each day and subtract any unpaid finance charges and credit insurance premiums (if any) that are due. Next, you subtract the portion of any payments or credits received that day which apply to the repayment of my debt. (A portion of each payment I make is applied to finance charges and credit insurance premiums, if any.) Then you add any new advances made that day. This gives you the daily balance. Then you add up all the daily balances for the Billing Cycle and divide the total by the number of days in the Billing Cycle. This gives you the Average Daily Balance.

A. Periodic Rate and Annual Percentage Rate. The periodic rate used in calculating the FINANCE CHARGE is 0.01232877 percent per period, which corresponds to an ANNUAL PERCENTAGE RATE of 4.512 percent per annum. The annual percentage rate includes interest and not other costs.

B. Variable Rate. The annual percentage rate may change. It will always be the value of the Index described as the highest base rate on corporate loans posted by at least 75% of the nation's 30 largest banks that The Wall Street Journal publishes as the Prime Rate plus 0.500 percentage points. This rate will be rounded to the nearest .001 percent. The annual percentage rate may increase if the Index rate increases. An Index rate increase will result in an increase in the interest portion of the finance charge and it may have the effect of increasing my periodic Minimum Payment. A decrease in the Index rate will have the opposite effect as an increase.

An Index rate increase or decrease will take effect ON THE SAME DAY THAT THE WALL STREET JOURNAL PRIME RATE CHANGES. The annual percentage rate can increase or decrease daily, after remaining fixed for 1 days. If the Index rate changes more frequently than the annual percentage rate, you will use the Index rate in effect on the day you adjust the annual percentage rate to determine the new annual percentage rate. In such a case, you will ignore any changes in the Index rate that occur between annual percentage rate adjustments.

C. Rate Change Limitations. Annual percentage rate changes are subject to the following limitations:

(1) The maximum ANNUAL PERCENTAGE RATE that can apply during the term of this Line of Credit is 18.000 percent, or the maximum annual percentage rate allowed by applicable law, whichever is less. There is no limit on the amount by which the annual percentage rate can decrease over the term of the Agreement.

5. FEES AND CHARGES. In addition to the interest portion of the Finance Charge, I agree to pay these additional fees and charges. I understand and agree that some payments to third parties as part of this transaction may also involve money retained by you or paid back to you as commissions or other remuneration.

A. Remedial Charges. I agree that I will pay certain fees and charges if I don't comply with the terms of this Agreement.

(1) Late Charge. If a payment is more than 10 days late, I will be charged 5.000 percent of the Unpaid Portion of Payment or \$5.60, whichever is greater. However, this charge will not be greater than \$14.00. I will pay this late charge promptly but only once for each late payment. I agree that you may change these amounts pursuant to §§ 37-1-109 and 37-3-203 of the South Carolina Consumer Protection Code so as to always be the maximum amounts allowed by law.

#### 6. PAYMENTS.

A. Payment Date. During the term of this Agreement, a Minimum Payment will be due by the Payment Date for any Billing Cycle in which there is an outstanding balance on my account. My Minimum Payments will be due monthly.

B. Payment Amount. On or before each Payment Date, I agree to make a payment of at least the Minimum Payment amount.

The Minimum Payment will equal the amount of any credit insurance premiums that are due, earned fees and charges, and the amount of accrued interest on the last day of the billing cycle or \$10.00, whichever is greater.

This amount will be rounded up to the nearest \$.01.

C. Principal Reduction. The Minimum Payments may not fully repay the Principal Balance outstanding on my Loan Account Balance.

D. Final Payment. At maturity, I may have to repay the entire outstanding Loan Account Balance in a single payment. At that time you may, but are not obligated to, refinance this Line of Credit. If you do refinance this Line of Credit at maturity, I understand that I may have to pay some or all of the closing costs normally associated with a new loan.

E. Additional Payment Terms. If my Loan Account Balance on a payment date is less than the Minimum Payment amount, I must pay only the Loan Account Balance. If I fail to make a payment, you may, but are not required to, advance money to me to make the payment. All the terms of this Agreement would apply to such an advance. I can pay off all or part of what I owe at any time. However, so long as I owe any amount I must continue to make my periodic Minimum Payment as otherwise required by this Agreement unless you otherwise consent in writing in advance, which consent you agree not unreasonably to withhold. Unless otherwise agreed or required by applicable law, payments and other credits will be applied first to any charges that I owe other than principal and finance charges then to any finance charges that are due, and finally to principal that is due. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment.

*WILLIAM R HUDSPETH*

**B. No Waiver By Lender.** Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Agreement, or other Line of Credit documents, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

**14. REMEDIES.** After I default, and after you give any legally required notice and opportunity to cure the default, you may at your option do any one or more of the following.

**A. Termination & Acceleration.** You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement immediately due. This remedy is subject to my limited right to cure certain defaults and to receive notice of such a right under S.C. Code Ann. §§ 110, 111.

**B. Advances.** You may temporarily or permanently prohibit any additional advances.

**C. Credit Limit.** You may temporarily or permanently reduce the Credit Limit.

**D. Sources.** You may use any and all remedies you have under state or federal law or in any instrument securing this Agreement.

**E. Insurance Benefits.** You may make a claim for any and all insurance benefits or refunds that may be available on my default.

**F. Payments Made On My Behalf.** Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Agreement, and accrue interest at the highest post-maturity interest rate.

**G. Set-Off.** You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Agreement against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Agreement" means the total amount to which you are entitled to demand payment under the terms of this Agreement at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this Agreement, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

**H. Waiver.** Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

**15. TERMINATION OF ACCOUNT.** I may terminate this Line of Credit and cancel this Agreement at any time upon written notice to you. Notice of termination will be sent to CAROLINA FIRST BANK, PO BOX 1088, GREENVILLE, SC 29602. If you terminate this Line of Credit as provided for in this Agreement, you will send me notice of termination at my last address known to you. Termination will not affect my obligation to repay advances made prior to the termination, nor will it alter my duties to perform under the terms of an instrument securing this Agreement until such instrument is released.

**16. COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, reasonable attorneys' fees not in excess of 15 percent of the unpaid debt after default and referral to an attorney who is not your salaried employee. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

**17. WARRANTIES AND REPRESENTATIONS.** I have the right and authority to enter into this Agreement. The execution and delivery of this Agreement will not violate any agreement governing me or to which I am a party.

**18. INSURANCE.** I agree to obtain the insurance described in this Agreement.

**A. Property Insurance.** I will insure or retain insurance coverage on the Property and abide by the insurance requirements of any security instrument securing this Line of Credit.

**B. Flood Insurance.** Flood insurance is not required. I may obtain flood insurance from anyone I want that is reasonably acceptable to you.

**C. Insurance Warranties.** I agree to purchase any insurance coverages that are required, in the amounts you require, as described in this or any other documents I sign for this Line of Credit. I will provide you with continuing proof of coverage. I will buy or provide insurance from a firm licensed to do business in the State where the Property is located. If I buy or provide the insurance from someone other than you, the firm will be reasonably acceptable to you. I will have the insurance company name you as loss payee on any insurance policy. You will apply the insurance proceeds toward what I owe you on the outstanding balance. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will keep the insurance until all debts secured by this agreement are paid. If I want to buy the insurance from you, I have signed a separate statement agreeing to this purchase.

**19. APPLICABLE LAW.** This Agreement is governed by the laws of South Carolina, the United States of America and to the extent required, by the laws of the jurisdiction where the Property is located.

**A. South Carolina Consumer Protection Code Applies.** I agree that this Line of Credit is subject to Sections 37-1-101 through 37-6-609 of the South Carolina Consumer Protection Code, as amended (including Section 37-3-201).

**20. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** My obligation to pay this Line of Credit is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on this Line of Credit, or any number of us together, to collect this Line of Credit. Extending this Line of Credit or new obligations under this Line of Credit, will not affect my duty

WILLIAM R HUDSPETH  
Consumer Open-End Agreement  
SC/41smpson00725200004268043062804N

©1996 Bankers Systems, Inc., St. Cloud, MN *Exempt*

Initials  
WRL  
WRL BY  
WRL 4/2

F. Negative Amortization. In the event that the Minimum Payment in the Payment Amount section does not equal or exceed the amount of any credit insurance premiums and accrued or earned finance charges, the unpaid portion will be carried over to subsequent billing periods and payments made for those periods will first be applied to the carryover amount, then to the current Billing Cycle fees, charges and principal. This is called negative amortization. Negative amortization will increase the amount I owe you and reduce the equity in my home.

7. PERIODIC STATEMENTS. If I have an outstanding balance on my account or have any account activity, you will send me a periodic statement at the end of each Billing Cycle. This periodic statement will reflect, among other things, credit advances, finance charges, other charges, payments made, other credits, my previous account balance and my new account balance. The periodic statement will also identify my Minimum Payment for the cycle and the date it is due (Payment Date).

8. ADDITIONAL TERMS. The monthly finance charge for each billing period is added to my ending account balance and thereby becomes part of the beginning account balance for the next billing period (refer back to Computation of Charges section).

9. CHANGING THE TERMS OF THIS AGREEMENT. Generally, the terms of this Agreement cannot be changed. I do, however, agree to the changes listed here.

A. You may make changes that I agree to in writing.

B. You may make changes that unequivocally benefit me.

C. You may make changes to insignificant terms of this Agreement.

D. You may change the index and margin if the original index becomes unavailable. Any new index must have a historical movement similar to the original, and together with the margin, produce a similar interest rate.

I also agree to the additional changes you may make as described elsewhere in this Agreement. You will send any notice of a change in terms to my address listed in this Agreement. I agree to inform you of any change in my address.

10. SECURITY. This Line of Credit is secured by separate security instruments prepared together with this Agreement as follows:

Document Name

Parties to Document

Mortgage - 222 TREYBURN CIRCLE

WILLIAM HUDSPETH, MARCIA HUDSPETH

11. DEFAULT. I will be in default if any of the following occur:

A. Payments. I fail to make a payment as required by this Agreement.

B. Property. My action or inaction adversely affects the Property or your rights in the Property.

12. SUSPENSION OF CREDIT AND REDUCTION OF CREDIT LIMIT. You may temporarily prohibit me from obtaining additional advances, or reduce my Credit Limit if:

A. The value of the Property securing this Line of Credit declines significantly below its appraised value for purposes of this Line of Credit;

B. You reasonably believe I will not be able to meet the repayment requirements due to a material change in my financial circumstances;

C. I am in default of a material obligation of this Agreement or any instrument securing this Agreement, which shall include, but is not limited to, my ongoing obligation to supply you with information you feel you need to assess my financial condition;

D. A governmental action prevents you from imposing the annual percentage rate provided for in this Agreement;

E. The action of a governmental body adversely affects your security interest to the extent that the value of the security interest is less than 120 percent of my Credit Limit; or

F. A regulatory agency has notified you that continued advances would constitute an unsafe and unsound practice.

In the event that you suspend my right to additional advances or reduce my Credit Limit, you will send me notice of your decision at the address listed in the Date and Parties section of this Agreement. (I will inform you of any change in my address.) If you have based your decision to suspend or reduce my credit privileges on an assessment of my financial condition or performance under this Line of Credit, and I believe that my situation has changed, I must request that you re-evaluate my situation, and reinstate my credit privileges. My request will be in writing and will explain why I believe you should reinstate my privileges.

13. WAIVERS AND CONSENT. To the extent not prohibited by law and except for a required notice of right to cure for the failure to make a required payment, if any, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. Additional Waivers By Borrower. In addition, I, and any party to this Agreement and Line of Credit, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Agreement.

(1) You may renew or extend payments on this Agreement, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.

(3) You may release, substitute or impair any Property securing this Agreement.

(4) You, or any institution participating in this Agreement, may invoke your right of set-off.

(5) You may enter into any sales, repurchases or participations of this Agreement to any person in any amounts and I waive notice of such sales, repurchases or participations.

(6) I agree that any of us signing this Agreement as a Borrower is authorized to modify the terms of this Agreement or any instrument securing, guarantying or relating to this Agreement.

WILLIAM R HUDSPETH  
Consumer Open-End Agreement  
SC/4/simpson00725200004268043062904N

©1996 Bankers Systems, Inc., St. Cloud, MN *Expert*

*W. R. Hudspeth*  
Initials  
*M. R. Hudspeth*

under this Line of Credit and I will still be obligated to pay this Line of Credit. The duties and benefits of this Line of Credit will bind and benefit the successors and assigns of you and me.

**21. INTEGRATION AND SEVERABILITY.** This Agreement is the complete and final expression of the agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

**22. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Agreement.

**23. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

**24. CREDIT INFORMATION.** I agree to supply you with whatever information you reasonably feel you need to decide whether to continue this Line of Credit. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.

**25. SIGNATURES.** By signing under seal, I agree to the terms contained in this Agreement. I also acknowledge receipt of a copy of this Agreement.

**BORROWER:**

  
WILLIAM R HUDSPETH

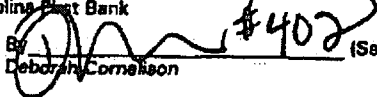
Individually

  
MARCIA E HUDSPETH

Individually

**LENDER:**

Carolina First Bank

By  \$402 (Seal)  
Deborah Cornelison

**YOUR BILLING RIGHTS  
KEEP THIS NOTICE FOR FUTURE USE**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

**Notify Us in Case of Errors or Questions About Your Bill**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

Your name and account number.

The dollar amount of the suspected error.

Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

**Your Rights and Our Responsibilities  
After We Receive Your Written Notice**

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

WILLIAM R HUDSPETH  
Consumer Open-End Agreement  
SC/4rsimpson00725200004266043082904N

©1998 Bankers Systems, Inc., St. Cloud, MN 

Initial   
WILLIAM R HUDSPETH

Documents provided by DocuFree LLC via its proprietary imaging and delivery system. Copyright 2003. All rights reserved.

Instrument#: 2004056145 BookPage: 005561247 DateTime: 07/14/2014 10:36:22:480

Book 00556-1247  
Printed 07/14/2014 10:36:22:480  
Fax: 843 681 0000 County Tax: \$0.00 State Tax: \$0.00



**COPY**

Space Above This Line For Recording Data

This document was prepared by CAROLINA FIRST BANK, 7389 SUMTER HIGHWAY, COLUMBIA, South Carolina 29209

**MORTGAGE**

(With Future Advance Clause)

**DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is JUNE 30, 2004. The parties and their addresses are:

**MORTGAGOR:**

**WILLIAM R HUDSPETH**  
222 TREYBURN CIRCLE  
IRMO, South Carolina 29063

**MARCIA E HUDSPETH**  
222 TREYBURN CIRCLE  
IRMO, South Carolina 29063

**LENDER:**

**CAROLINA FIRST BANK**  
Organized and existing under the laws of South Carolina  
7389 Sumter Highway  
Columbia, South Carolina 29209  
TEL: 87-0833556

**1. CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Obligations and Mortgagee's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender, the following described property:

**222 TREYBURN CIRCLE, IRMO, SC, AS FURTHER DESCRIBED IN EXHIBIT 'A' WHICH IS ATTACHED HERETO AND MADE A PART HEREOF**

The property is located in County at 222 TREYBURN CIRCLE, IRMO, South Carolina 29063. Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described are referred to as

WILLIAM HUDSPETH  
South Carolina Mortgage  
SCMortgage005560004284043081961V

© 1999 DocuFree Systems, Inc., St. Cloud, MN 55690

*Handwritten signature*

This Document is not a record

**EXHIBIT**

**" B "**

Documents provided by DataTree LLC via its proprietary imaging and delivery system. Copyright 2003. All rights reserved.

DocNumber: 8004554466 BookPage: 005581248 DateTime: 07/14/2008 10:58:22:480

Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

**2. MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time will not exceed \$345,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument. Interest under the Note will be deferred, accrued or capitalized; however, Lender will not be required to defer, accrue or capitalize any interest except as provided in the Note.

**3. SECURED DEBTS.** This Security Instrument will secure the following Secured Debts:

A. **Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements: A promissory note or other agreement, dated June 30, 2004, from Mortgagor to Lender, with a maximum credit limit of \$300,000.00, and maturing on June 30, 2014. One or more of the debts secured by this Security Instrument contains a future advance provision.

B. **Sums Advanced.** All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

**4. PAYMENTS.** Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

**5. WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

**6. PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

**7. CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

**8. DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debts to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law governing the presumption of state due-on-sale laws, as applicable.

**9. WARRANTIES AND REPRESENTATIONS.** Mortgagor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagor or to which Mortgagor is a party.

**10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender will give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

WILLIAM R. WILSON  
60111 Corner 40 Mortgage  
St. Springfield 01103-0000 128643002704Y

\*1586 Roberts Street, P.O. Box, New Bedford

WILLIAM R. WILSON  
60111 Corner 40 Mortgage  
St. Springfield 01103-0000

This Document is not to be signed

Documents provided by DocuSign LLC in its proprietary imaging and delivery system. Copyright 2001. All rights reserved.

TransactionNo: 2004056680 BookPage: 00956:124 DateTime: 07/14/2004 10:39:22 -480

**11. AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender's attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

**12. ASSIGNMENT OF LEASES AND RENTS.** Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (all referred to as Property): existing or future lease, sublease, licenses, guarantee and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as Leases); and rents, issues and profits (all referred to as Rents). In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants.

**13. MORTGAGE COVENANTS.** Mortgagor agrees that the covenants in this Security Instrument are material obligations under the Secured Debts and this Security Instrument. If Mortgagor breaches any covenant in this Security Instrument, Lender may refuse to make additional extensions of credit or may reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

**14. DEFAULT.** Mortgagor will be in default if any of the following occur:

A. Payments. Any party obligated on the Secured Debts fails to make a payment when due.

B. Property. Any action or inaction occurs that adversely affects the Property or Lender's rights in the Property.

**15. REMEDIES ON DEFAULT.** In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debts and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal will become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anything thereafter.

Upon sale of the Property and to the extent not prohibited by law and after first paying all fees, charges and costs, Trustee will pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debts, paying the surplus, if any, to Grantor. Lender may purchase the Property. Upon any sale of the Property, Trustee will make and deliver a special or limited warranty deed that conveys the property sold to the purchaser or purchasers. Under this special or limited warranty deed, Trustee will covenant that Trustee has not caused or allowed a lien or an encumbrance to burden the Property and that Trustee will specially warrant and defend the Property's title of the purchaser or purchasers at the sale against all lawful claims and demand of all persons claiming by, through or under Trustee. The recitals in any deed of conveyance will be prima facie evidence of the facts set forth therein.

The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or if accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

**16. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees

WILLIAM R. HUBBARD  
Senior Escrow Manager  
800-451-1234 or 4780-3062804Y

©1998 Equifax Systems, Inc., St. Cloud, MN DocuSign

Initials  
[Signature]  
[Signature]

THIS DOCUMENT IS NOT TO SCALE

Documents provided by DataTree LLC via its proprietary imaging and delivery system. Copyright 2003. All rights reserved.

Instrument #: 2474058880 BookPage: 009361265 DateTime: 07/14/2004 10:38:22:460

incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. Mortgagor agrees to pay all costs and expenses incurred by Lender in orienting, enforcing, or protecting Lender's rights and remedies under this Security Instrument. Expenses include, but are not limited to, reasonable attorneys' fees not in excess of 15 percent of the unpaid debt after default and referral to an attorney not a salaried employee of the Lender. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of Secured Debts. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debts as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument will remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

**17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.

B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and will remain in full compliance with any applicable Environmental Law.

C. Mortgagor will immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with any Environmental Law.

D. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

**18. CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

**19. INSURANCE.** Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld. All insurance policies and renewals will include a standard "mortgage clause" and, where applicable, "loss payee clause."

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property. This insurance may include coverages not originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance.

WILLIAM H. LUDWIG, JR.  
South Dakota Mortgage  
SCM Mortgage #00733300 04280400020007

©1998 Bankers Trust Co., Inc., St. Cloud, MN 55670

WIT  
NOTARY  
LOREN

This Document is not to scale

Instrument: 1054086660 Bookpage: 0000:1351 DateTime: 07/14/2004 10:19:22:450

**20. ESCROW FOR TAXES AND INSURANCE.** Mortgagor will not be required to pay to Lender funds for taxes and insurances in escrow.

**21. CO-SIGNERS:** If Mortgagor signs this Security Instrument but does not sign the Secured Debts, Mortgagor does so only to Mortgage Mortgagor's interest in the Property to secure payment of the Secured Debts and Mortgagor does not agree to be personally liable on the Secured Debts. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.

**22. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all homestead exemption rights relating to the Property.

**23. OTHER TERMS:** The following are applicable to this Security Instrument:

**A. Line of Credit:** The Secured Debts include a revolving line of credit provision. Although the Secured Debts may be reduced to a zero balance, this Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

**24. APPLICABLE LAW.** This Security Instrument is governed by the laws of South Carolina, except to the extent otherwise required by the laws of the jurisdiction where the Property is located, and the United States of America.

**25. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

**26. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument is the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

**27. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

**28. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any financial statements or information Lender requests. All financial statements and information Mortgagor gives Lender will be correct and complete. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status in any Property. Time is of the essence.

WILLIAM H. JOSEPH  
South Carolina Mortgage  
SCMortgage 4027250000 60043062804Y

©1993 Serfco Systems, Inc., St. Cloud, MN DocuSign

Initials: WJH  
Date: 7/14/04  
WJH AS/A

This Document is not to scale

Documents provided by DataTree LLC via its proprietary imaging and delivery system. Copyright 2003. All rights reserved.  
Inst: 1004086680 DocPage: 00388:1:52 DateTime: 07/14/2006 10:38:22:430

**SIGNATURES.** By signing under seal, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

**MORTGAGOR:**

William R. Hudspeth (Seal)  
WILLIAM R. HUDSPETH

Individually

Chris Berger  
(Witness)

John H. Hilly  
(Witness)

Marcia E. Hudspeth (Seal)  
MARCIA E. HUDSPETH

Individually

Chris Berger  
(Witness)

John H. Hilly  
(Witness)

**PRIVATE**

(Individual)

State OF SC County OF Richland ss.

Personally appeared before me the undersigned witness who, being duly sworn, deposed and said that he/she saw the within named sign, seal and deliver the foregoing instrument and that he/she, together with the other witness whose name appears as a witness, witnessed the execution thereof.

Sworn to and subscribed before me this 20th day of June, 2004.

John H. Hilly  
Notary Public for South Carolina

Chris Berger  
Witness

My commission expires: 6/14/14

WILLIAM R. HUDSPETH  
Sec. 10-2 seal no Mortgage  
SCInst: 1004086680 DocPage: 00388:1:52

© 2003 DataTree LLC, Inc., St. Cloud, MN 55701

This Document is Not to Scale



Documents provided by DataText LLC via its proprietary imaging and delivery system. Copyright 2003. All rights reserved.

Instrument #: 2004056480 BookPage: 00538:1254 DateTime: 07/14/2004 12:58:22:480

#### EXHIBIT A

All that certain piece, parcel or lot of land, together with any improvements thereon, situated, lying and being in the County of Richland, State of South Carolina, being shown and designated as Lot 148 on a plat of Ascot Place, Phase Three prepared by Belfer and Associates, Inc. dated January 27, 1998 and recorded in the Office of the Register of Deeds for Richland County in Plat Book 57 at Page 2546. Also further shown on a plat prepared for Derek K. Spearman and Beth W. Spearman by Cox and Dinkins, Inc. dated June 16, 1999 and recorded in Record Book 318 at Page 1039 and said lot having the boundaries and dimensions as shown on said plat which are incorporated herein by reference.

This being the same property conveyed to mortgagors by deed dated April 5, 2004 and recorded \_\_\_\_\_ in Book \_\_\_\_\_ at Page \_\_\_\_\_ in the Office of the Register of Deeds for Richland County.

This document is not to scale

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

Wells Fargo Bank, N.A.,

Plaintiff,

v.

William R. Hudspeth, et al.,

Defendants.

IN THE COURT OF COMMON PLEAS  
C/A NO: 2014-CP-40-01233

**NOTICE OF CLAIM TO  
SURPLUS FUNDS**

2015 OCT 30 PM 5:19  
CLERK OF COURT  
RICHLAND COUNTY

TO: THE HONORABLE JOSEPH M. STRICKLAND, MASTER-IN-EQUITY FOR  
RICHLAND COUNTY:

Please that notice that The Lender Group, Inc., is one of the Defendants in the above-title action, and may be entitled to the surplus money, or a part thereof, arising from the foreclosure sale made pursuant to the decree entered in this action.

The nature of this Defendant's claim to the surplus monies arising on that sale is as follows:

1. That on or about December 12, 2008, The Lender Group, Inc., obtained judgment against William R. Hudspeth in the amount of One Million Seventy Five Thousand Nine Hundred Twenty-Three and 50/100 (\$1,075,923.50) Dollars; that the aforesaid judgment was filed in the Office of the Clerk of Court for Richland County on December 12, 2008 as Civil Action Number 2007-CP-40-2537; and that a copy of the Order of Judgment is attached hereto as Exhibit A.
2. That The Lender Group, Inc., has received no payment toward its aforesaid judgment; that accordingly, there remains due and owing on the aforesaid judgment the sum of One Million Nine Hundred Eight Thousand Two Hundred Ninety and 34/100 (\$1,908,290.34) Dollars, such amount including interest at the statutory rate of 11.25%

from the date of filing through October 27, 2015, as further referenced to the Affidavit in Support of Notice of Claim to Surplus Funds attached hereto as Exhibit B and incorporated herein by reference.

3. That The Lender Group, Inc., is informed and believes that the surplus funds remaining in this matter should be applied toward payment of its aforesaid judgment debt.

WHEREFORE, pursuant to SCRCP 71(c), the defendant, The Lender Group, Inc., requests a hearing to determine its entitlement to surplus funds and to request any and all other relief this Court may grant.

 with permission from:  
Robert B. Lewis (SC Bar No. 003315)  
ROGERS LEWIS JACKSON MANN & QUINN,  
LLC  
1330 Lady Street, Suite 400  
Columbia, SC 29201  
P: 803-256-1268  
F: 803-252-3653  
rlewis@rogerslewis.com  
Attorney for The Lender Group, Inc.

October 21, 2015  
Columbia, SC

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

Wells Fargo Bank, N.A.,

Plaintiff,

v.

William R. Hudspeth, et al.,

Defendants.

IN THE COURT OF COMMON PLEAS  
C/A NO: 2014-CP-40-01233

**AFFIDAVIT IN SUPPORT OF NOTICE  
OF CLAIM TO SURPLUS FUNDS**

2015 OCT 23 AM 9:19  
CLERK OF COURT  
RICHLAND COUNTY

PERSONALLY appeared before me the Affiant, who after being first duly sworn, deposes and says:

1. Affiant has personal knowledge of the facts and matters received herein, and by nature of his/her position with the Defendant, The Lender Group, Inc., or as its agent, knows of his/her personal knowledge of the Judgment described herein.
2. Affiant is entitled to make this affidavit in accordance with 71(c), SCRCP.
3. That the following sums are now due and payable to The Lender Group arising from that certain Judgment described herein:

|                                        |                |
|----------------------------------------|----------------|
| Judgment Amount:                       | \$1,075,923.50 |
| Interest (through 10/27/15 at 11.25%): | \$832,366.84   |

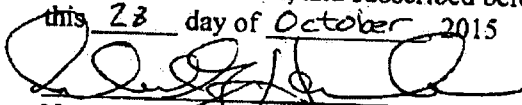
|                   |                       |
|-------------------|-----------------------|
| <b>Total Due:</b> | <b>\$1,908,290.34</b> |
|-------------------|-----------------------|

4. Affiant further says that he/she has read the Notice of Claim to Surplus Funds and that the information contained in the Notice of Claim to Surplus Funds is true to his/her own knowledge, except as to those based on information and belief, and as to those, he/she believes them to be true.

FURTHER THE AFFIANT SAYETH NOT.

By: Joan L. Boyd  
Its: Agent

Sworn to or affirmed, and subscribed before me  
this 23 day of October 2015



Notary Public for the State of:  
Commission Expires:

MICHAEL GEORGE HANRAHAN  
Notary Public, State of New York  
No. 4610630  
Appointed for Westchester County  
Commission Expires 2/22/2018

**Statement of Judgment Account  
of  
William R. Hudspeth**

|                                |                 |
|--------------------------------|-----------------|
| Judgment                       | \$22,945.77     |
| Interest (06/17/09 – 06/17/10) | 4,818.62        |
| Interest (06/17/10 – 06/17/11) | 4,818.62        |
| Interest (06/17/11 – 06/17/12) | 4,818.62        |
| Interest (06/17/12 – 06/17/13) | 4,818.62        |
| Interest (06/17/13 – 06/17/14) | 4,818.62        |
| Interest (06/17/14 – 06/17/15) | 4,818.62        |
| Interest (06/17/15 – 09/30/15) | <u>1,387.05</u> |

|            |             |
|------------|-------------|
| TOTAL DUE: | \$53,244.54 |
|------------|-------------|

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )  
Wells Fargo Bank, N.A., )  
Plaintiff, )  
vs. )  
William R. Hudspeth, *et al.* )  
Defendant. )

IN THE COURT OF COMMON PLEAS

C/A No.: 2014-CP-40-01233

**BRIEF IN SUPPORT OF TD BANK'S  
CLAIM ON SURPLUS FUNDS**

BCP No.: F15-44796

TO: THE HONORABLE JOSEPH M. STRICKLAND, MASTER-IN-EQUITY FOR  
RICHLAND COUNTY, SOUTH CAROLINA:

NOW COMES TD Bank, N.A. and submits this Brief in Support of TD Bank's Claim on  
Surplus Funds pursuant to the Court's request on February 26, 2016.<sup>1</sup>

**FACTS**

This action arises out of Plaintiff's foreclosure action filed on February 27, 2014 against the above-named parties. Thereafter, the Court entered judgment of foreclosure against the property-owner defendants and ordered the property sold. At the judicial sale on August 3, 2015, the Court sold the property to TD Bank, N.A. for \$350,000.00. This sale fully satisfied the Plaintiff's first mortgage position and resulted in surplus funds of \$224,956.01 and the Court filed its statement of receipts and disbursements on September 17, 2015.

TD Bank filed its Notice of Claim to Surplus Funds and Affidavit in Support of Notice of Claim to Surplus Funds on October 22, 2015 wherein it claimed the full amount of the surplus

<sup>1</sup> This brief addresses the specific issues on which the Court sought clarification during the hearing: (1) whether TD Bank's claim was properly perfected and (2) whether TD Bank's claim is senior in position to the judgment creditor claimants. It does not and is not intended to be exhaustive of all issues which may be raised by the claimants to surplus funds and the Court would need the benefit of a hearing for any other issues or positions that are outside of the scope of this brief.

funds thru its claim in the amount of \$324,778.10. As noted and supported therein, TD Bank's claim arises under a Promissory Note and Mortgage signed by the property-owner defendants on June 30, 2004 and simultaneously with the Plaintiff's note and mortgage upon which it foreclosed in this action.

Other defendants have also filed perfected claims; however, TD Bank contends those defendants are junior in priority to TD Bank's perfected claim.

**A. TD Bank Properly Perfected its Claim on Surplus Funds**

Rule 71(c) of the South Carolina Rules of Civil Procedure requires a claimant to file a claim and supporting affidavit within forty-five (45) days of the Court filing the statement of receipts and disbursements or the claim is considered waived and abandoned. In the instant action, the Court filed the statement of receipts and disbursements on September 17, 2015. Accordingly, any claim needed to be filed by November 1, 2015. Claims filed after this date are not properly perfected and, therefore, should not be considered by the Court.

TD Bank filed its claim on October 22, 2015. Accordingly, its claim was timely perfected and entitled to consideration under Rule 71.

**B. TD Bank's Claim is Superior Because it's Claim is Based on a Mortgage Lien Recorded Prior to Other Claimants**

TD Bank is entitled to the full amount of the surplus funds because the surplus funds stand in the place of the real estate to satisfy lienholders and TD Bank's lien position takes priority as against the other claimants under the South Carolina's Recording Act, S.C. Code of Laws § 30-5-10, *et seq.*

It is generally settled that surplus funds created at a foreclosure sale stand in the place of the foreclosed real estate such that the liens and interests that previous attached to the real estate now attach to the surplus funds. In other words, the lien cannot follow the land after the sale, but

for that very reason the rights may be asserted against the surplus funds in court. See Michael's Constr., Inc. v. American Nat'l Bank, 278 P.3d 701 (Wyo. 2012); Bank of America, N.A. v. BA Mortg., LLC, et al., 111 P.2d 226 (N.M. Ct. App. 2005); Third Nat'l Bank v. McCord, 688 S.W.2d 446 (Tenn. Ct. App. 1985); Tobler v. Yoder & Frey Auctioneers, Inc., 462 F. Supp. 788 (S.D. Ga. 1978). See also Restatement (Third) of Property: Mortgages § 7.4 (1997); 59A CJS *Mortgages* § 1330 (recognizing a junior lienholder's lien is transferred to the surplus proceeds).

Lienholders are entitled to be paid out of the surplus in the order of priority they enjoyed prior to foreclosure. See Bank of America, N.A. v. BA Mortg., LLC, et al., 111 P.2d 226 (N.M. Ct. App. 2005); United States v. Sneed, 620 So.2d 1093 (Fla. Dist. Ct. App. 1993); William H. Metcalfe & Sons, Inc. v. Canyon Defined Benefit Trust, 318 Md. 565, 568 (Md. 1990) ("It is a settled proposition of the law that the order of priority for payment of surplus proceeds from a foreclosure sale is based on the general rule 'first in time is first in right' That is, the party whose claim attaches first to the subject property will be first reimbursed for the amount of that claim"). See also G. Nelson and D. Whitman, *Real Estate Finance Law* § 7.31 (2<sup>nd</sup> Ed.); 59A CJS *Mortgages* § 851 (for the proposition that the rights of successive junior lienholders are in order of priority and, between two successive junior lienholders, prior junior lienholder is entitled to satisfaction in full before any payment to lienholder of a lesser priority).

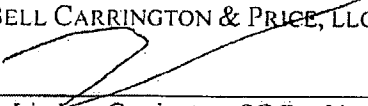
Priority of liens is governed by our state's race-notice statute. See S.C. Code of Laws § 30-5-10, *et seq.* Under statute, a judgment creditor's lien position is junior to a prior recorded mortgage. A review of the lien position of the various claimants clearly shows TD Bank's claim takes priority over the other claims. Indeed, TD Bank's claim is based on a mortgage which was recorded July 14, 2004 in Book 956 at Page 1247 in the Office of the Register of Deeds for Richland County, South Carolina which secured a maximum obligation limit of \$324,000.00. See

Paragraph 2 of TD Bank's Mortgage. The judgment claimants' liens all arose well after TD Bank's mortgage lien. For example, the earliest judgment of the claimants was filed on May 19, 2009, more than five (5) years after the recording of TD Bank's mortgage.

The lone case from South Carolina discussing the distribution of surplus funds also suggests the funds stand in place of the real estate for lienholders and that priority position at the time of the foreclosure determines entitlement to funds. See BAC Home Loan Servicing, L.P., et al. v. Debra Kinder, et al., 398 S.C. 619 (2012). While the main issues discussed in Kinder deal with a mortgage assignee's rights to surplus funds, the Court's discussion on Rule 71(c) is noteworthy. Indeed, the Court finds that, while the junior mortgage lien was extinguished through the sale, the junior mortgage lienholder "retained the right to claim surplus funds pursuant to its original lien...." Kinder, at 623-624. In other words, the original lien position determined priority.

Here, TD Bank's lien enjoyed priority over the other claimants at the time the Plaintiff filed the foreclosure action. Accordingly, it is entitled to full satisfaction of its position.

BELL CARRINGTON & PRICE, LLC:



---

S. Lindsay Carrington, SC Bar No. 76420  
Tyler Gregg, SC Bar No. 100102  
508 Hampton Street, Suite 301  
Columbia, SC 29201  
(803) 509.5078  
*Attorney(s) for TD Bank, N.A.*

March \_\_, 2016

STATE OF SOUTH CAROLINA )  
)  
COUNTY OF RICHLAND )

IN THE COURT OF COMMON PLEAS

CASE # 2014-CP-400-1233

Wells Fargo Bank, N.A., )  
)  
Plaintiff, )

vs. )

William R. Hudspeth; Marcia E. )  
)  
Carolina First Bank; The Lender )  
Group, Inc; Business Carolina, Inc.; )  
South Carolina Department of )  
Revenue; Carapace, LLC; Wurth )  
Wood Group, Inc.; The Estate of )  
Harry William Boyd, by Joan L. )  
Boyd, Personal Representative; )  
Adecco USA, Inc., )  
)  
Defendants. )

**ANSWER ON BEHALF OF DEFENDANTS  
THE LENDER GROUP, INC. AND THE  
ESTATE OF HARRY WILLIAM BOYD, BY  
JOAN L. BOYD, PERSONAL REPRESENTATIVE**

FILED  
2014 APR 14 PM 6:31  
JANETTE W. McBRIDE  
C.C.P. & G.S.

TO PLAINTIFF ABOVE NAMED: The Defendants, The Lender Group, Inc. and The Estate of Harry William Boyd, by Joan L. Boyd, Personal Representative ("The Defendants") by and through their undersigned counsel, answering the Complaint of the Plaintiff would respectfully unto the Court:

1. Each and every allegation of the Complaint not specifically admitted, qualified or explained is denied and strict proof is demanded thereof.
2. That as to paragraph 1 of Plaintiff's Complaint these Defendants admit same.
3. That as to paragraph 2 of the Plaintiff's Complaint these Defendants would admit so much of this paragraph as alleges, or which may be construed to allege that The Lender Group, Inc. and The Estate of Harry William Boyd, by Joan L. Boyd, Personal Representative, may claim some interest in the real estate which is the subject of this action and these Defendants also admit so much of paragraph 2 as alleges that the Court has proper jurisdiction pursuant to

S.C. Code Ann. § 36-2-803. That as to the remaining allegations of paragraph 2 of the Plaintiff's Complaint these Defendants admit same, upon information and belief.

4. That as to paragraph 3 of the Plaintiff's Complaint these Defendants admit same.

5. That as to the allegations of paragraphs 4, 5, 6, 7, 8 and 9 of the Plaintiff's Complaint these Defendants admit same, upon information and belief.

6. That as to paragraph 10 of the Plaintiff's Complaint these Defendants admit same.

7. That as to paragraphs 11 and 12 of the Plaintiff's Complaint these Defendants admit same, upon information and belief.

8. That as to paragraphs 13, 14 and 15 of the Plaintiff's Complaint these Defendants admit same.

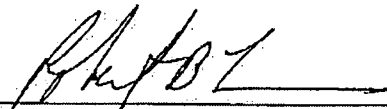
9. That as to paragraph 16 of the Plaintiff's Complaint these Defendants admit same, upon information and belief.

10. That as to paragraph 17 of the Plaintiff's Complaint these Defendants admit so much of this paragraph as alleges, or which may be construed to allege, that the Defendant, The Lender Group, Inc., has an interest in the property by virtue of a judgment lien against William R. Hudspeth in the original principal amount of \$1,075,923.50, which lien was filed in the Richland County Records on December 12, 2008 in C/A Number: 2007-CP-40-02537. The remaining allegations of paragraph 17 are admitted, upon information and belief.

11. That as to paragraph 18 of the Plaintiff's Complaint these Defendants admit so much of this paragraph as alleges, or which may be construed to allege, that the Defendant, The Estate of Harry William Boyd, by Joan L. Boyd, Personal Representative, does have an interest in the property by virtue of a judgment lien against William R. Hudspeth, in the original principal amount of \$639,611.76, which lien was filed in the Richland County Records on February 4, 2010 in C/A Number: 2008-CP-40-07990. The remaining allegations of paragraph 18 are denied and strict proof demanded thereof.

WHEREFORE, having fully answer the Complaint of the Plaintiff, these Defendants pray that the amount due upon the said Note and Mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, that the property be sold according to law and the practice of this Court and that the proceeds the sale be applied first to the costs and expenses of this action and then to the amount that is due on Plaintiff's Note and Mortgage, together with Plaintiff's attorney's fees and costs and then to the satisfaction of the liens of these Defendants. These Defendants pray for such other and further relief as this Court may deem just and proper.

Respectfully Submitted,



Rogers, Lewis, Jackson, Mann & Quinn  
Robert B. Lewis, Attorney at Law  
1330 Lady Street, Suite 400  
Columbia, SC 29201  
P.O. Box 11803  
Columbia, SC 29211  
(803) 256-1268  
Email: [rlewis@rogerslewis.com](mailto:rlewis@rogerslewis.com)  
SC Bar Number: 003315  
*Attorney for Defendants, Hudspeth, et. al.*

Dated: April 17, 2014  
Columbia, South Carolina

NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

Joseph M. Strickland, Master-in-Equity for Richland County

Case No. 2014-CP-40-01233

The Lender Group, Inc.

Respondent,

v.

TD Bank, N.A. successor by  
merger to Carolina First Bank,

Appellant.

RECEIVED  
MAY 05 2016  
SC Court of Appeals

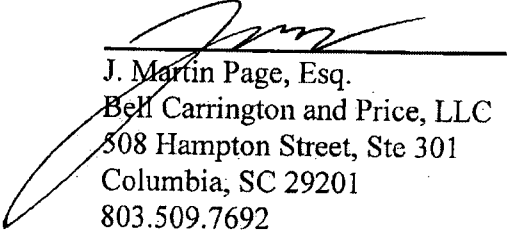
NOTICE OF APPEAL

TD Bank, N.A. successor by merger to Carolina First Bank ("TD Bank") by and through its undersigned counsel, appeals the order of the Honorable Joseph M. Strickland, dated April 29, 2016, denying TD Bank's claim to the surplus funds of \$224,956.01 arising out of the foreclosure action filed by Wells Fargo Bank, N.A. and awarding those funds instead to judgment creditor, The Lender Group, Inc. and further denied TD Bank's motion that the surplus funds not be disbursed until after potential appeals have been exhausted.

Appellant first received written notice of the Order of Disbursement of Surplus Funds Pursuant to Rule 71(c), SCRCP order on May 5, 2016.

*The Lender Group, Inc. v. TD Bank, N.A.*  
*Notice of Appeal*

May 5, 2016



J. Martin Page, Esq.  
Bell Carrington and Price, LLC  
508 Hampton Street, Ste 301  
Columbia, SC 29201  
803.509.7692  
mpage@bellcarrington.com  
*Attorney for Appellant*

Other Counsel of Record:

Robert Lewis, Esq.  
Rogers Lewis  
1330 Lady Street, Suite 400  
Columbia, SC 29201  
*Attorney for The Lender Group, Inc.,*  
803.978.2838

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

T.D. Bank, N.A., successor by merger  
Carolina First Bank

CASE NO.: 2014-CP-40-01233

Plaintiff,

v.

**MOTION AND ORDER INFORMATION  
FORM AND COVER SHEET**

William Hudspeth, et al.

Defendant(s).

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Plaintiff(s) Attorney:</b><br>Alan Stewart, Esq.<br>Brock and Scott, PLLC<br>3800 Fernandina Road, Suite 110<br>Columbia, SC 29210<br>Phone: 803-454-3540                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Defendant(s) Attorney:</b><br>S. Lindsay Carrington, Esq.<br>J. Martin Page, Esq.<br>Bell Carrington & Price, LLC<br>508 Hampton Street, Suite 301<br>Columbia, SC 29201<br>Telephone: (803) 508-5078 Fax: (803) 753-9841<br>e-mail: lrobison@bellcarrington.com |
| <input checked="" type="checkbox"/> <b>MOTION HEARING REQUESTED</b> (attach written motion and complete SECTION I AND III)<br><input type="checkbox"/> <b>FORM MOTION, NO HEARING REQUESTED</b> (complete SECTIONS II AND III)<br><input type="checkbox"/> <b>PROPOSED ORDER/CONSENT ORDER</b> (complete SECTIONS II AND III)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                     |
| <b>SECTION I: Hearing Information</b><br>Nature of Motion: Motion to Cancel Check<br>Estimated Time Needed: 15 Minutes<br>Court Reporter Needed: <u>Yes</u> / No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                     |
| <b>SECTION II: Motion Type</b><br><input type="checkbox"/> Written motion attached<br><input type="checkbox"/> Form motion<br>I hereby move for the relief or action by the court as set forth in the attached proposed order.<br>Signature of Attorney for Plaintiff/Defendant _____ Date submitted _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                     |
| <b>SECTION III: Motion Fee</b><br><input checked="" type="checkbox"/> <b>PAID-AMOUNT: \$25.00</b><br><input type="checkbox"/> <b>EXEMPT:</b><br><input type="checkbox"/> Rule to Show Cause in Child or Spousal Support<br><input type="checkbox"/> Domestic Abuse or Abuse and Neglect<br><input type="checkbox"/> Indigent Status <input type="checkbox"/> State Agency v. Indigent Party<br><input type="checkbox"/> Sexually Violent Predator Act <input type="checkbox"/> Post-Conviction Relief<br><input type="checkbox"/> Motion for Stay in Bankruptcy <input type="checkbox"/> Motion for Publication<br><input type="checkbox"/> Motion for Execution (Rule 69, SCRCP)<br><input type="checkbox"/> Proposed Order submitted at request of the court; or,<br>reduced in writing from motion made in open court per judge's instructions<br>Name of Court Reporter: _____<br><input type="checkbox"/> Other: _____ |                                                                                                                                                                                                                                                                     |
| <b>JUDGE'S SECTION</b><br><input type="checkbox"/> Motion Fee to be paid upon filing of the attached order.<br><input type="checkbox"/> Other: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>JUDGE</b><br>CODE: _____ DATE: _____                                                                                                                                                                                                                             |
| <b>CLERK'S VERIFICATION</b><br>Collected by: _____ <u>Date Filed</u> _____<br>Print Name<br><input type="checkbox"/> <b>MOTION FEE COLLECTED:</b><br><input type="checkbox"/> <b>CONTESTED-AMOUNT DUE:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                     |

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Wells Fargo Bank, N.A.,

Plaintiff,

vs.

William R. Hudspeth, *et al.*,

Defendant(s).

BCP No.: F15-44796

IN THE COURT OF COMMON PLEAS

C/A No.: 2014-CP-40-01233

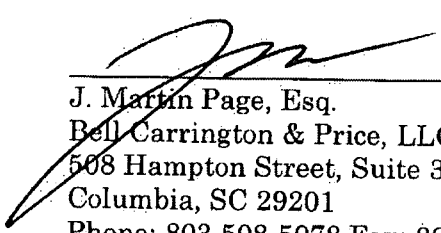
**NOTICE OF MOTION AND TD BANK'S MOTION  
FOR ORDER TO STOP PAYMENT ON CHECK No.:  
13584**

TO: THE LENDER GROUP, INC.: notice is hereby given that the Defendant, TD Bank, N.A., by and through its undersigned attorney, will move for an order of this Court to issue a stop payment on that Certain Check No.: 13584 (hereinafter "*Check*"). A copy of which is attached as Exhibit A hereto.

This motion is made on the basis that said Check should not have been issued pursuant to the stay imposed by Rule 241(a) SCACR.

WHEREFORE, TD Bank, N.A., respectfully requests this Court enter an order to stop payment on the Check.

WE SO MOVE:

  
\_\_\_\_\_  
J. Martin Page, Esq.  
Bell Carrington & Price, LLC  
508 Hampton Street, Suite 301  
Columbia, SC 29201  
Phone: 803-508-5078 Fax: 803-753-9841  
Attorney(s) for TD Bank, N.A.

MASTER IN EQUITY, RICHLAND COUNTY  
RICHLAND COUNTY JUDICIAL CENTER  
COLUMBIA, SOUTH CAROLINA 29202

| REMITTANCE ADVICE |      |  |  |
|-------------------|------|--|--|
| 1014              | 1233 |  |  |
| WELFARE           | FAO  |  |  |
| William H. Hodge  |      |  |  |

67-448/539

13584

THIS CHECK IS DELIVERED IN CONNECTION WITH THE ABOVE ACCOUNT(S)

|                                                                                |                                                           |                           |
|--------------------------------------------------------------------------------|-----------------------------------------------------------|---------------------------|
| PAY <u>Two Hundred Twenty-Four Thousand Nine Hundred Twentyone &amp; 1/100</u> |                                                           | DOLLARS                   |
| DATE<br>5-6-16                                                                 | TO THE ORDER OF<br>The Lender Group, Inc. : Surplus Funds | CHECK AMOUNT<br>224921 01 |

JOSEPH M. STRICKLAND, MASTER  
SUSAN M. GOLSTON

Bank of America

VOID IF NOT CASHED WITHIN 60 DAYS

⑈013584⑈ ⑆053904483⑆ 000051236966⑈

EXHIBIT  
" A "

NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

Joseph M. Strickland, Master-in-Equity for Richland County

Case No. 2014-CP-40-01233

Wells Fargo Bank, N.A., Plaintiff,

v.

William R. Hudspeth, Marcia E. Hudspeth; TD Bank, N.A. s/b/m to Carolina First Bank; The Lender Group, Inc.; Business Carolina, Inc.; South Carolina Department of Revenue; Carapace, LLC; Wurth Wood Group, Inc.; The Estate of Harry William Boyd, by Joan L. Boyd, Personal Representative; Adecco USA, Inc., Defendants,

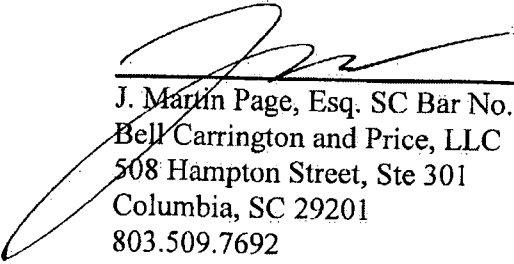
Of Whom TD Bank, N.A., successor by merger to Carolina First Bank is the Appellant,

and Of Whom The Lender Group, Inc., is the Respondent

Proof of Service

I certify that I have served the Notice of Appeal on Respondent(s) by depositing a copy of the same in the United States Mail, postage prepaid, on May 19, 2016, addressed to Respondents' attorney of record, Robert Lewis, Esq., 1330 Lady Street, Suite 400, Columbia, South Carolina 29201

May 19, 2016

  
J. Martin Page, Esq. SC Bar No.: 100200  
Bell Carrington and Price, LLC  
508 Hampton Street, Ste 301  
Columbia, SC 29201  
803.509.7692  
Attorney for Appellant

NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

Joseph M. Strickland, Master-in-Equity for Richland County

Case No. 2014-CP-40-01233

Wells Fargo Bank, N.A., Plaintiff,

v.

William R. Hudspeth, Marcia E. Hudspeth; TD Bank, N.A. s/b/m to Carolina First Bank; The Lender Group, Inc.; Business Carolina, Inc.; South Carolina Department of Revenue; Carapace, LLC; Wurth Wood Group, Inc.; The Estate of Harry William Boyd, by Joan L. Boyd, Personal Representative; Adecco USA, Inc., Defendants,

Of Whom TD Bank, N.A., successor by merger to Carolina First Bank is the Appellant,

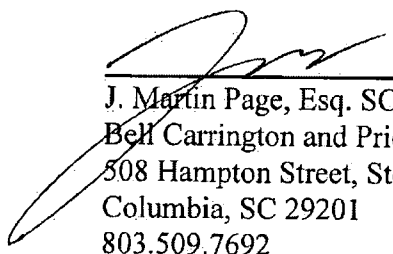
and Of Whom The Lender Group, Inc. is the Respondent

NOTICE OF APPEAL

TD Bank, N.A. successor by merger to Carolina First Bank ("TD Bank") by and through its undersigned counsel, appeals the supplemental order of the Honorable Joseph M. Strickland, dated May 15, 2016, denying TD Bank's claim to the surplus funds of \$224,956.01 arising out of the foreclosure action filed by Wells Fargo Bank, N.A. and awarding those funds instead to judgment creditor, The Lender Group, Inc. and further denied TD Bank's motion that the surplus funds not be disbursed until after potential appeals have been exhausted.

Appellant first received written notice of the Supplemental Order of Disbursement of Surplus Funds Pursuant to Rule 71(c), SCRCF order on May 17, 2016.

May 19, 2016



J. Martin Page, Esq. SC Bar No.: 100200  
Bell Carrington and Price, LLC  
508 Hampton Street, Ste 301  
Columbia, SC 29201  
803.509.7692  
mpage@bellcarrington.com  
*Attorney for Appellant*

Other Counsel of Record:

Robert Lewis, Esq.  
Rogers Lewis  
1330 Lady Street, Suite 400  
Columbia, SC 29201  
*Attorney for The Lender Group, Inc.*  
803.978.2838

NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

Joseph M. Strickland, Master-in-Equity for Richland County

Case No. 2014-CP-40-01233

Wells Fargo Bank, N.A., Plaintiff,

v.

William R. Hudspeth, Marcia E. Hudspeth; TD Bank, N.A. s/b/m to Carolina First Bank; The Lender Group, Inc.; Business Carolina, Inc.; South Carolina Department of Revenue; Carapace, LLC; Wurth Wood Group, Inc.; The Estate of Harry William Boyd, by Joan L. Boyd, Personal Representative; Adecco USA, Inc., Defendants,

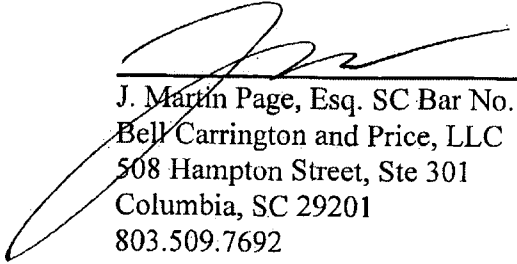
Of Whom TD Bank, N.A., successor by merger to Carolina First Bank is the Appellant,

and Of Whom The Lender Group, Inc., is the Respondent

Proof of Service

I certify that I have served the Notice of Appeal on Respondent(s) by depositing a copy of the same in the United States Mail, postage prepaid, on May 19, 2016, addressed to Respondents' attorney of record, Robert Lewis, Esq., 1330 Lady Street, Suite 400, Columbia, South Carolina 29201

May 19, 2016

  
J. Martin Page, Esq. SC Bar No.: 100200  
Bell Carrington and Price, LLC  
508 Hampton Street, Ste 301  
Columbia, SC 29201  
803.509.7692  
*Attorney for Appellant*

**MOTION TO CONSOLIDATE**

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

Joseph M. Strickland, Master-in-Equity for Richland County

Appellate Case No. 2016-000958

RECEIVED

MAY 25 2016

SC Court of Appeals

Wells Fargo Bank, N.A., Plaintiff,

v.

William R. Hudspeth, Marcia E. Hudspeth; TD Bank, N.A. s/b/m to Carolina First Bank; The Lender Group, Inc.; Business Carolina, Inc.; South Carolina Department of Revenue; Carapace, LLC; Wurth Wood Group, Inc.; The Estate of Harry William Boyd, by Joan L. Boyd, Personal Representative; Adecco USA, Inc., Defendants,

Of Whom TD Bank, N.A. successor by merger to Carolina First Bank is the Appellant,

and Of Whom The Lender Group, Inc. is the Respondent.

**CONSENT MOTION TO CONSOLIDATE APPEALS**

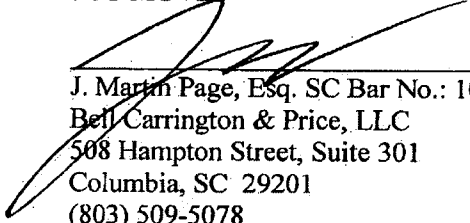
Pursuant to Rules 214 and 240, SCACR, Appellant TD Bank, N.A. successor by merger to Carolina First Bank ("TD Bank") hereby moves this Court for an Order consolidating this appeal with a related appeal filed on May 19, 2016 bearing the below Plaintiff name, appellate case number, and lower court civil action number:

Wells Fargo Bank, N.A. v. Hudspeth, et al.  
Appellate Case No.: 2016-001059  
Civil Action No.: 2014-CP-40-01233

Counsel for the opposing parties in the appeals to be consolidated have been consulted and consent to this motion. *See* attached consent. The grounds for this Motion are that both of the appeals raise identical issues and result from related orders. This Appeal arises from an Order of Disbursement of Surplus Funds Pursuant to Rule 71(c), SCRCF entered on April 29, 2016 ("Original Order") and Appellate Case No.: 2016-001059 arises from that certain Supplemental Order of Disbursement of Surplus Funds Pursuant to Rule 71(c), SCRCF entered May 17, 2016 which purports to supplement the Original Order.

For the foregoing reasons, Appellant TD Bank, respectfully request that Appellate Case No.: 2016-001059 be consolidated with this appeal. Appellant TD Bank, N.A. further requests that the current appellate deadlines be held in abeyance until this Court issues an Order on this Motion.

I SO MOVE:



J. Martin Page, Esq. SC Bar No.: 100200  
Bell Carrington & Price, LLC  
508 Hampton Street, Suite 301  
Columbia, SC 29201  
(803) 509-5078  
mpage@bellcarrington.com  
*Attorney for Appellant*

I CONSENT:

*see attached consent*  
Robert B. Lewis, Esq. SC Bar No.: 003315  
Rogers Lewis Jackson Mann & Quinn, LLC  
1330 Lady Street Suite 400  
Columbia, SC 29201  
(803) 978-2838  
rlewis@rogerslewis.com  
*Attorney for Respondent*

## *Attachment*

## **Martin Page**

---

**From:** Robert Lewis <rlewis@rogerslewis.com>  
**Sent:** Wednesday, May 25, 2016 10:27 AM  
**To:** Christopher Boguski; Martin Page  
**Subject:** RE: Wells v. Hudspeth

Martin. This looks fine to me. Thanks. Robert.

**From:** Christopher Boguski  
**Sent:** Wednesday, May 25, 2016 9:12 AM  
**To:** Martin Page <mpage@bellcarrington.com>; Robert Lewis <rlewis@rogerslewis.com>  
**Subject:** RE: Wells v. Hudspeth

Martin,

The proposed Order looks fine to me, but let me confirm with Robert.

**Christopher Boguski**  
Associate Attorney

**Rogers Lewis Jackson Mann & Quinn, LLC**  
P.O. Box 11803 (29211)  
1330 Lady Street, Suite 400  
Columbia, South Carolina 29201  
Phone: 803.978.2832  
Mobile: 803.917.8916  
Fax: 803.252.3653  
[www.rogerslewis.com](http://www.rogerslewis.com)

The preceding e-mail message (including any attachments) contains information that may be confidential, be protected by the attorney-client or other applicable privileges, or constitute non-public information. It is intended to be conveyed only to the designated recipient(s). If you are not an intended recipient of this message, please notify the sender by replying to this message and then delete it from your system. Use, dissemination, distribution, or reproduction of this message by unintended recipients is not authorized and may be unlawful.

CIRCULAR 230 NOTICE: To comply with requirements imposed by the United States Treasury Department, any information regarding any U.S. federal tax matters contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, as advice for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

**From:** Martin Page [<mailto:mpage@bellcarrington.com>]  
**Sent:** Monday, May 23, 2016 1:15 PM  
**To:** Robert Lewis <rlewis@rogerslewis.com>; Christopher Boguski <cboguski@rogerslewis.com>  
**Subject:** Wells v. Hudspeth

Robert/Chris,

Hope you guys are well. Attached is my proposed consent order to consolidate the appeals. Let me know if you guys have any questions/issues.

Also has the check been sent back to the MIE yet?

Thanks,

Martin

J. Martin Page, Esq.  
508 Hampton Street, Suite 301  
Columbia, SC 29201  
P:803.509.7692



**Bell Carrington & Price, LLC, is a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.**

**\*\*This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the sender. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.**

RECEIVED

MAY 25 2016

SC Court of Appeals

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

Joseph M. Strickland, Master-in-Equity for Richland County

Appellate Case No. 2016-000958

Wells Fargo Bank, N.A., Plaintiff,

v.

William R. Hudspeth, Marcia E. Hudspeth; TD Bank, N.A. s/b/m to Carolina First Bank; The Lender Group, Inc.; Business Carolina, Inc.; South Carolina Department of Revenue; Carapace, LLC; Wurth Wood Group, Inc.; The Estate of Harry William Boyd, by Joan L. Boyd, Personal Representative; Adecco USA, Inc., Defendants,

Of Whom TD Bank, N.A. successor by merger to Carolina First Bank is the Appellant,

and Of Whom The Lender Group, Inc. is the Respondent.

PROOF OF SERVICE

I, the undersigned attorney for TD Bank, N.A., do hereby certify that I have served all counsel in this action with a copy of the pleading(s) herein below specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

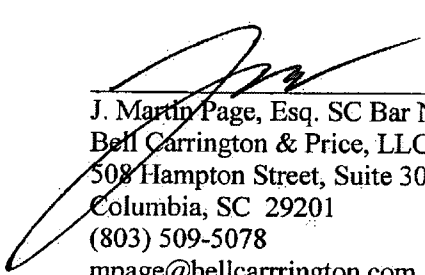
Pleadings:

Consent Motion to Consolidate Appeals

Counsel Served:

Robert Lewis, Esq.  
Rogers Lewis Jackson Mann & Quinn, LLC  
1330 Lady St., Suite 400  
Columbia, SC 29201

May 25, 2016

  
J. Martin Page, Esq. SC Bar No.: 100200  
Bell Carrington & Price, LLC  
508 Hampton Street, Suite 301  
Columbia, SC 29201  
(803) 509-5078  
mpage@bellcarrington.com  
Attorney for Appellant

Transcript of the Testimony of  
**WELLS FARGO BANK V. WILLIAM R.  
HUDSPETH, ET AL.**

**Date:** April 1, 2016



**CREEL COURT REPORTING, INC.**  
Condensed Transcript and Word Index

1230 Richland Street  
Columbia, SC 29201  
Phone: (803) 252-3445 / (800) 822-0896  
Fax: (803) 799-5668  
Email: [contact@creelreporting.com](mailto:contact@creelreporting.com)  
Internet: <http://creelreporting.com/>

Page 1

Page 3

1 STATE OF SOUTH CAROLINA ) COURT OF COMMON PLEAS  
 2 COUNTY OF RICHLAND ) C/A No. 14-CP-40-1233  
 3 Wells Fargo Bank, N.A., )  
 4 Plaintiffs, )  
 5 v. )  
 6 William R. Hudspeth, Marcia E. Hudspeth, )  
 7 TD Bank, N.A., s/b/m to Carolina First )  
 8 Bank; The Lender Group, Inc.; Business )  
 9 Carolina, Inc.; South Carolina )  
 10 Department of Revenue; Carapace, LLC; )  
 11 Wurth Wood Group, Inc.; The Estate of )  
 12 Harry William Boyd, by Joan L. Boyd, )  
 13 Personal Representative; Adecco )  
 14 USA, Inc., )  
 15 Defendants. )

14 HEARING  
 15 \*\*\*\*\*

16 Friday, April 10, 2016  
 17 9:35 a.m. - 10:13 a.m.

18 The hearing before the Honorable Joseph M.  
 19 Strickland, Master-In-Equity for Richland County, was  
 20 taken at 1701 Main Street, Courtroom D, Columbia,  
 21 South Carolina on the 1st day of April, 2016 before  
 22 Carla S. Dominick, Court Reporter and Notary Public  
 23 in and for the State of South Carolina.  
 24  
 25

1 THE COURT: Thank you very much. Please be seated.  
 2 All right. Now before we get started, I'd like  
 3 to go from left to right and all the attorneys  
 4 identify themselves. Oh, Jim, I'm sorry.  
 5 MR. KOUTRAKOS: Jim Koutrakos here co-counsel for  
 6 Defendant, surplus funds and TD Bank.  
 7 THE COURT: Okay.  
 8 MR. SOWELL: I represent my wife, Marcia Hudspeth  
 9 Sowell.  
 10 THE COURT: Okay.  
 11 MR. CARRINGTON: Lindsay Carrington on behalf of TD  
 12 Bank as well.  
 13 THE COURT: Okay.  
 14 MR. LEWIS: Robert Lewis and I represent the Lender  
 15 Group and also the Estate of Henry William  
 16 Boyd.  
 17 THE COURT: Okay.  
 18 MR. THOMPSON: Tasha Thompson, South Carolina  
 19 Department of Revenue.  
 20 THE COURT: Okay. Thank you. Thank you. Okay.  
 21 This is Civil Action Number 2014-CP-40-1233,  
 22 Wells Fargo Bank versus William Hudspeth. This  
 23 hearing is a -- the third time we've been here  
 24 on surplus funds in this case and the -- this  
 25 was a foreclosure, I guess, for clarity of the

Page 2

Page 4

1 APPEARANCES  
 2 S. Lindsay Carrington, Esquire  
 3 BELL CARRINGTON  
 4 408 East North Street  
 5 Greenville, South Carolina 29501  
 6 Attorney for TD Bank, N.A.  
 7 Demetri K. Koutrakos, Esquire  
 8 CALLISON TIGHE  
 9 1812 Lincoln Street  
 10 Columbia, South Carolina 29201  
 11 Co-Counsel for TD Bank, N.A.  
 12 Kenneth E. Sowell, Esquire  
 13 Attorney at Law  
 14 768 Maulden Road  
 15 Greenville, South Carolina 29607  
 16 Attorney for William R. Hudspeth  
 17 and Marcia E. Hudspeth  
 18 Robert B. Lewis, Esquire  
 19 ROGERS LEWIS JACKSON MANN & QUINN, LLC  
 20 1330 Lady Street, Suite 400  
 21 Columbia, South Carolina 29201  
 22 Attorney for The Estate of Harry Boyd  
 23 and The Lender Group, Inc.  
 24 Tasha B. Thompson, Esquire  
 25 South Carolina Department of Revenue  
 300-A Outlet Pointe Boulevard  
 Columbia, South Carolina 29210  
 Attorney for South Carolina Department of Revenue

19 INDEX

20 Certificate ..... 39

21 EXHIBITS

22 (There were no exhibits marked in this hearing.)

1 record. This was a foreclosure. The  
 2 foreclosure part of it's over. The property  
 3 was bought at a judicial auction, judicial  
 4 sale, by TD Bank. Is that -- does everybody  
 5 agree with that?  
 6 MR. LEWIS: Yes, Your Honor.  
 7 MR. THOMPSON: Yes, Your Honor.  
 8 MR. CARRINGTON: Yes, Your Honor,  
 9 THE COURT: All right. So TD Bank had a second  
 10 mortgage, is that -- is that also correct?  
 11 MR. CARRINGTON: That is correct, Your Honor.  
 12 THE COURT: And TD Bank bid on the property at the  
 13 foreclosure sale and was a successful bidder,  
 14 is that -- are we still -- are we all together  
 15 on that?  
 16 MR. CARRINGTON: I believe we're all together on  
 17 that, Your Honor.  
 18 THE COURT: Okay. TD Bank overbid or bid more than  
 19 the debt and under Rule 71 of the South  
 20 Carolina Rules of Civil Procedure, we have a --  
 21 a process for disposing of the surplus funds.  
 22 Now I think you're going to brief this issue  
 23 last time we -- we granted a continuance before,  
 24 but it seems to be some confusion on TD Bank's  
 25 part because they seem to believe they're

1 (Pages 1 to 4)

Page 9

1 successful bidder at the judicial sale?  
 2 MR. CARRINGTON: The -- the Kinder Case really --  
 3 the -- the point -- the -- the instructive, as  
 4 I view the language in there, the factual  
 5 pattern is different from what we have here, I  
 6 believe, Your Honor.  
 7 THE COURT: Uh-huh (affirmative response).  
 8 MR. CARRINGTON: But what is important, I think, is  
 9 if you look at the document I provided you down  
 10 towards the bottom of the first page where in  
 11 the reporter book it goes from page 623 to 624,  
 12 the Court instructs and discusses that the  
 13 magistrate ruled in that instance regarding the  
 14 claim funds ignores that it was a claiming the  
 15 surplus funds pursuant to its original lien.  
 16 THE COURT: Uh-huh (affirmative response).  
 17 MR. CARRINGTON: And what there -- there's very  
 18 little case law out in our jurisdiction as to  
 19 any of this, but I think what that tells us is  
 20 that South Carolina follows the restatement and  
 21 a whole host of other jurisdictions that say  
 22 your lien is extinguished during the  
 23 foreclosure -- at the foreclosure sale, and the  
 24 surplus funds that are created stand in place  
 25 of that real estate to satisfy the creditors in

Page 10

1 the order of priority that they -- that they  
 2 enjoyed at the time that the foreclosure was  
 3 filed. That's in essence our -- our argument.  
 4 THE COURT: But -- but the kicker is, your client no  
 5 longer has a lien. Your client has the  
 6 property. You own the property. You bought it  
 7 at a judicial sale and -- and for whatever  
 8 reason, bid more than the debt.  
 9 MR. CARRINGTON: Well, bid more than -- bid more  
 10 than the first position's debt.  
 11 THE COURT: That's right.  
 12 MR. CARRINGTON: But not more than our debt.  
 13 THE COURT: But they -- but your client now owns the  
 14 property, so ...  
 15 MR. CARRINGTON: Correct, correct.  
 16 THE COURT: So ...  
 17 MR. CARRINGTON: But in essence, if you look at it  
 18 so that my client has advanced on the initial  
 19 underlying lien.  
 20 THE COURT: Uh-huh (affirmative response).  
 21 MR. CARRINGTON: Call it \$300,000 for -- for rough -  
 22 - roughly \$300,000, okay. So that money is  
 23 advanced, then they advance or buy at a sale  
 24 for whatever that was \$350,000. I don't  
 25 remember the exact numbers.

Page 11

1 THE COURT: Uh-huh (affirmative response).  
 2 MR. CARRINGTON: So they've advanced \$650,000.  
 3 They're seeking to recoup.  
 4 THE COURT: They -- they want ...  
 5 MR. CARRINGTON: Their -- their surplus funds. It's  
 6 as if they had -- it's as if a third-party  
 7 bidder had total unbeknownst to us, had come in  
 8 and bid the same, we'd -- we'd be making the  
 9 same argument. I don't think our status as the  
 10 -- as the winner of the bid has any bearing on  
 11 our rights and priority to the surplus funds.  
 12 THE COURT: I -- I think it must, otherwise, Rule  
 13 71, you know, wouldn't -- wouldn't -- wouldn't  
 14 help us at all here, but you -- you don't know  
 15 of any case where that -- the Supreme Court  
 16 said --  
 17 MR. CARRINGTON: I don't think that's either way as  
 18 to that specific issue. What I know is, you  
 19 know, the host of cases outside of our state  
 20 that support our position, but I don't know of  
 21 anything within the state other than Kinder  
 22 that even, you know, touch on our issue.  
 23 THE COURT: Okay. Mr. Koutrakos, any -- anything to  
 24 add?  
 25 MR. KOUTRAKOS: I mean, just from my position, if

Page 12

1 you're the junior lienholder and you want to  
 2 protect your junior lien -- say hypothetical is  
 3 \$100,000 mortgage in front of you, and you have  
 4 \$100,000 second mortgage, and say  
 5 hypothetically to protect your second lien  
 6 interest, you bid \$120,000, right, \$100,000  
 7 goes to the first lienholder, \$20,000 surplus  
 8 claim. Why wouldn't the second lienholder get  
 9 the \$20,000. It's to protect -- it's to  
 10 protect the lien -- it's to protect -- to  
 11 protect the interest in being a junior  
 12 lienholder.  
 13 THE COURT: But -- but now, the second lienholder  
 14 owns the property.  
 15 MR. KOUTRAKOS: Right, but the mortgage doesn't --  
 16 the mortgage is a matter of law doesn't stick  
 17 to the property, so there's no merger. There's  
 18 no merger between, you know -- if I own  
 19 property and I give a mortgage to -- to myself,  
 20 or something like that, that clearly, if I have  
 21 a mortgage on a piece of property and I buy  
 22 that property through a merger, (inaudible),  
 23 but that's not what we have here.  
 24 THE COURT: Uh-huh (affirmative response).  
 25 MR. KOUTRAKOS: Because it's a matter of law, the

3 (Pages 9 to 12)

Page 17

1 sale.  
 2 THE COURT: Right, TD was high bidder and -- and  
 3 they overbid by close to a quarter of a million  
 4 dollars, and they want that quarter of a  
 5 million dollars back. They've already paid --  
 6 Wells Fargo has their -- I mean, I'm assuming  
 7 all this, you know, but -- and -- without  
 8 looking at the sales book, but -- but TD Bank  
 9 was the successful bidder, Wells Fargo, their  
 10 -- their mortgage was paid off. TD Bank has --  
 11 has a deed to the property and is the owner of  
 12 the property, and there are surplus funds, and  
 13 now TD Bank wants their surplus funds. They  
 14 want that money back.  
 15 MR. CARRINGTON: Well, let me make sure I  
 16 understand. Let me make sure. TD Bank filed  
 17 their claim for surplus funds and I'm -- I'm  
 18 pulling it right now. It -- it -- we're not  
 19 seeking the surplus funds because we were the  
 20 high bidder through a third -- we're seeking it  
 21 because the debt that was owed on our mortgage  
 22 was well in excess of these surplus funds.  
 23 It's not -- it's not as if we're just simply a  
 24 third-party bidder that's coming back to -- to  
 25 try to get the money.

Page 18

1 THE COURT: What, yeah, what was the amount of debt  
 2 that ...  
 3 MR. CARRINGTON: Let me -- let me pull it. Hold on  
 4 just a second.  
 5 THE COURT: Was it more than \$350,000?  
 6 MR. LEWIS: I think it was \$324,000.  
 7 MR. CARRINGTON: It was \$300,000 something. It's a  
 8 bunch.  
 9 THE COURT: Uh-huh (affirmative response).  
 10 MR. CARRINGTON: \$300 --- as of the time -- as of  
 11 November of '15, it was \$324,778.10.  
 12 THE COURT: That was TD Bank's debt?  
 13 MR. CARRINGTON: Correct.  
 14 THE COURT: All right. Now did TD Bank have a  
 15 cross-claim or a counterclaim or -- or a third-  
 16 party claim, or anything. Did they foreclose  
 17 their own lien at that time?  
 18 MR. CARRINGTON: Well, at that point, no, as far as  
 19 I know, they did not. They, you know, being a  
 20 junior lienholder, you know, didn't do that.  
 21 THE COURT: Okay. No, I'm just -- I get ---  
 22 MR. CARRINGTON: Right.  
 23 THE COURT: --- I get the feeling, since I can't  
 24 find a case or a statute, or a rule that --  
 25 that maybe this will be the case that explains

Page 19

1 that, but -- but I -- I've never had a third-  
 2 party, to my knowledge, to my memory, never had  
 3 a third-party bidder get their money back if  
 4 they bid more than the ---  
 5 MR. CARRINGTON: And I would -- I would agree with,  
 6 Your Honor, that a true third-party bidder that  
 7 had no lien or had no, you know, standing like  
 8 we did, would -- would stand behind the  
 9 judgment preference, but -- but we're a little  
 10 bit different scenario here in that our claim  
 11 is based -- in other words, we're not -- we're  
 12 trying to get back money on our mortgage just  
 13 as if any other junior creditor or junior  
 14 lienholder would and so I want to make sure  
 15 that -- that I've made that point clear. It  
 16 sounded like what I was hearing and maybe I'm  
 17 -- I'm mistaken, what I was hearing was, Your  
 18 Honor looked at us as just a pure third-party  
 19 trying to get our -- our money back and that's  
 20 not what we are.  
 21 THE COURT: Uh-huh (affirmative response).  
 22 MR. CARRINGTON: I mean, you know we ---  
 23 THE COURT: I understand.  
 24 MR. CARRINGTON: --- okay. Okay. I just wanted ...  
 25 THE COURT: I understand your -- I understand your

Page 20

1 position.  
 2 MR. CARRINGTON: Okay.  
 3 THE COURT: But -- but I'm not persuaded ??? So  
 4 and let -- let's hear from the ---  
 5 MR. CARRINGTON: Sure.  
 6 THE COURT: --- the people that -- that are  
 7 claiming. Now Mr. Lewis, would your client  
 8 consent to set aside the sale and starting all  
 9 over again?  
 10 MR. LEWIS: No, sir.  
 11 THE COURT: Okay.  
 12 MR. LEWIS: We do not consent to that and you know  
 13 my position -- first of all, I -- you know,  
 14 when we first got involved in this, we checked  
 15 and when we filed our claim to the surplus  
 16 funds, we -- we checked to see what other  
 17 claims had been filed and at that time on the  
 18 website, we didn't -- we didn't see that TD  
 19 Bank had filed, so just as a preliminary matter  
 20 ---  
 21 THE COURT: Uh-huh (affirmative response).  
 22 MR. LEWIS: --- it -- it -- I wanted to make sure  
 23 that the record shows that they filed their  
 24 claim within 45 days, of ---  
 25 THE COURT: Uh-huh (affirmative response).

5 (Pages 17 to 20)

Page 25

1 notice of appearance from one of the parties --  
 2 -  
 3 THE COURT: Uh-huh (affirmative response).  
 4 MS. THOMPSON: --- so that's why I came today to see  
 5 what the status of the Department of Revenue is  
 6 as far as a lienholder in priority because I  
 7 didn't know that these issues were going on.  
 8 THE COURT: But you ---  
 9 MS. THOMPSON: And I -- and I -- I want to put this  
 10 on the record, the reason why the Department of  
 11 Revenue does it that way, we don't typically  
 12 show up, unless we know of these issues is  
 13 because of being conservative in how the  
 14 department spends its funds because ---  
 15 THE COURT: Uh-huh (affirmative response).  
 16 MS. THOMPSON: --- if I'm not in the office, it  
 17 costs taxpayers money for me to be at these  
 18 hearings and if there's a way that our  
 19 interests are preserved and typically we  
 20 request that in our plea for relief when we do  
 21 these things, then I don't necessarily make an  
 22 appearance for that reason, but I would've  
 23 appeared if I'd know the issues had been going  
 24 on.  
 25 THE COURT: Okay.

Page 26

1 MS. THOMPSON: So having said all of that, the  
 2 reason why I'm here today was to find out what  
 3 those issues were and for us to determine where  
 4 the South Carolina Department of Revenue falls  
 5 in priority amongst all these other claimants.  
 6 THE COURT: Okay. But -- but, Ms. Thompson, I'm  
 7 looking at the notice of claim of surplus funds  
 8 that was signed by you and that was dated  
 9 October 2, 2015, and it lists eight warrants  
 10 against the mortgagor, the former mortgagor.  
 11 MS. THOMPSON: That would've been William Hudspeth,  
 12 yes.  
 13 THE COURT: Yes, ma'am, and I'm not good at math,  
 14 otherwise, I would've gone to med school, but  
 15 -- but just a brief glance indicates that the  
 16 -- that the -- if all eight warrants had the  
 17 requisite priority, then -- then y'all would  
 18 take the whole surplus funds, is that -- is  
 19 that correct, in your opinion?  
 20 MS. THOMPSON: Yes, that is correct, if -- if that  
 21 is the case because sometimes depending on what  
 22 the pleadings reflect, we don't always have the  
 23 correct dates in terms of when these liens --  
 24 other liens were filed, if they were purchase  
 25 monies, sometimes that's not identified and

Page 27

1 that would make a difference in terms of our  
 2 stance of priority.  
 3 THE COURT: Yeah, okay. Now with regard to these  
 4 eight warrants, what -- what's the date on  
 5 those? The claim didn't indicate when those  
 6 warrants were filed.  
 7 MS. THOMPSON: I do have dates for those warrants  
 8 and the actual lien numbers for those warrants  
 9 is and I have a couple of copies. Not --  
 10 probably not enough for everyone that's here,  
 11 but I can present that to you if I may  
 12 approach?  
 13 THE COURT: Okay. Well, hold on -- hold on one  
 14 second.  
 15 MS. THOMPSON: Okay.  
 16 THE COURT: All right. And you indicate that your  
 17 liens were filed, one was in 2003 and one was  
 18 in 2010?  
 19 MR. LEWIS: That's correct, Your Honor, and -- and I  
 20 have -- my records show that the Department of  
 21 Revenue's filings were July 2009. Does that  
 22 conform with what -- all of them were the same  
 23 -- filed at the same time.  
 24 THE COURT: So the Lender Group -- the Lender Group,  
 25 their lien was filed before the Department of

Page 28

1 Revenue's lien?  
 2 MR. LEWIS: Yes, yes, Your Honor.  
 3 THE COURT: Okay.  
 4 MS. THOMPSON: Our records indicate we have one that  
 5 was filed December 17, 2009.  
 6 THE COURT: Okay.  
 7 MR. LEWIS: Oh, was it -- was it one filing with --  
 8 with seven different amounts?  
 9 THE COURT: Eight different amounts, I guess, for --  
 10 -  
 11 MR. LEWIS: Yeah, I have seven.  
 12 THE COURT: Okay. I'm sorry I have -- but what was  
 13 ---  
 14 MR. LEWIS: I threw the high one out. I thought it  
 15 was irrelevant.  
 16 THE COURT: Okay. Yes, sir, Mr. Sowell?  
 17 MR. SOWELL: Your Honor, I think we're bypassing  
 18 another issue in that these claimants have a  
 19 claim only against William Hudspeth half, not  
 20 against her half.  
 21 THE COURT: They only have a claim against...  
 22 MR. SOWELL: Monies that would've been owned by him.  
 23 THE COURT: Ex -- ex-husband's monies.  
 24 MR. SOWELL: Not monies that would've been owned by  
 25 her because she wasn't -- she's not a debtor on

7 (Pages 25 to 28)

Page 33

1 THE COURT: All right. Ms. Thompson, I think you  
2 were interrupted. Do you have the dates of  
3 those -- of those eight warrants that the  
4 Department of Revenue issued?  
5 MS. THOMPSON: We do have the dates.  
6 THE COURT: And -- and what -- are they all the same  
7 date or ...  
8 MS. THOMPSON: They're not all the same date. They  
9 are different dates.  
10 THE COURT: Could you please, for clarity of the  
11 record, outline what dates each warrant ---  
12 MS. THOMPSON: Yes.  
13 THE COURT: --- and list and say warrant number one  
14 and then go down all the way down.  
15 MS. THOMPSON: Okay.  
16 THE COURT: Yes, ma'am.  
17 MS. THOMPSON: Warrant number one, December 22,  
18 2008; number two is December 4, 2006; three is  
19 July 21, 2008; April 17, 2006; December 8,  
20 2008; and December 17, 2009. Now we have  
21 listed eight in our request for surplus funds,  
22 but two of those have already been extinguished  
23 by time.  
24 THE COURT: Which ones?  
25 MS. THOMPSON: Let's see. I'll have to go back and

Page 34

1 check my files.  
2 THE COURT: Yes, ma'am.  
3 MS. THOMPSON: Just a second. Okay. So the warrant  
4 listed as number four would have been  
5 extinguished.  
6 THE COURT: Okay.  
7 MS. THOMPSON: And one of them is going to be  
8 extinguished in roughly two weeks from now,  
9 right?  
10 MS. THOMPSON: Uh-huh (affirmative response). And  
11 number three.  
12 THE COURT: Okay. So two -- two no longer play into  
13 this, so -- and I'd love to do the math here  
14 while we're -- while we're all here, but I'm  
15 going to ask Mr. Lewis to prepare a proposed  
16 order and get together with Ms. Thompson on  
17 that and also maybe circulate it among -- among  
18 the other side, but -- but based on what's been  
19 presented here today and what was previously  
20 presented by the notice of claim, I -- I award  
21 the surplus funds to the two -- two applicants  
22 here, the Lender Group and also South Carolina  
23 Department of Revenue, and again, your proposed  
24 order, Mr. Lewis, just -- just -- y'all get  
25 together on that and circulate among everyone

Page 35

1 else.  
2 MR. LEWIS: Okay. Thank you, Your Honor.  
3 THE COURT: Yes, sir, Mr. Carrington?  
4 MR. CARRINGTON: Your Honor, may I ask that the  
5 Court withhold dispersing the surplus funds  
6 pending the appeal rights that my client may  
7 have?  
8 THE COURT: Well, Mr. Lewis, Ms. Thompson, do y'all  
9 consent to that?  
10 MR. LEWIS: Well, Your Honor, ---  
11 THE COURT: There -- there's a -- there's a rule,  
12 Appellate Court rule that talks about that and  
13 talks about exceptions. I'd have to look it up  
14 because I know, for example, if titled real  
15 estate is at issue, that's an exception to  
16 automatic stay and the appealing party has to  
17 post -- post a bond. Now in this case, I don't  
18 -- I don't know again -- I don't have a case to  
19 tell me what to do in this situation.  
20 MR. LEWIS: I wouldn't want to consent to it, Your  
21 Honor. I'd have to read the rule before I --  
22 I ---  
23 THE COURT: Why don't -- why don't -- we may -- we  
24 may need another -- well, I hope -- I know you  
25 came all the way from -- you're coming from

Page 36

1 Greenville or Columbia? Are you from  
2 Greenville?  
3 MR. CARRINGTON: Greenville.  
4 THE COURT: I'd hate to have another hearing on that  
5 issue. Of course, it is something I've never  
6 -- I've never been presented with before in a  
7 surplus funds hearing. Do you want -- do you  
8 want ---  
9 MR. CARRINGTON: Honestly, I don't want the money to  
10 go and then if we were to prevail on appeal  
11 have to claw it back from the -- the judgment  
12 creditors. That's ---  
13 THE COURT: I -- I will share this, even though your  
14 not supposed to talk about embarrassing  
15 moments, I did disperse surplus funds to the  
16 wrong person one time and he spent it, but when  
17 we realized the mistake, the order -- ordered  
18 him to pay it back was backed up by the Court's  
19 contempt, so -- so he paid it back, so I'm not  
20 so sure, you know, the Lender Group or the  
21 Department of Revenue they -- they seem to --  
22 they could pay it back, I'm sure. I mean, the  
23 Department of Revenue gets people's refunds all  
24 the time, you know, on the -- on the tax  
25 refund, so I don't think that's necessary, but

9 (Pages 33 to 36)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>A</b></p> <p>absence 14:6 15:23</p> <p>absolutely 8:6</p> <p>Action 3:21</p> <p>actual 27:8</p> <p>add 11:24</p> <p>addition 14:4</p> <p>Adecco 1:9</p> <p>adjourned 38:15</p> <p>advance 10:23</p> <p>advanced 10:18,23 11:2</p> <p>advise 38:1,2</p> <p>affirmative 5:19 6:19 9:7,16 10:20 11:1 12:24 18:9 19:21 20:21,25 21:15 22:11 23:8 24:19,24 25:3,15 30:9 32:20 34:10</p> <p>ago 8:15</p> <p>agree 4:5 6:2 7:3 19:5 22:19</p> <p>agreement 5:16</p> <p>alive 31:5</p> <p>allegation 6:11,13</p> <p>allegations 5:20</p> <p>amenable 5:17</p> <p>amount 18:1 21:19 23:5</p> <p>amounts 28:8,9</p> <p>anymore 7:23</p> <p>appeal 35:6 36:10 37:7,11</p> <p>appealing 35:16</p> <p>appear 24:20</p> <p>appearance 25:1 25:22</p> <p><b>APPEARANCES</b></p> <p>2:1</p> <p>appeared 25:23</p> <p>Appellate 14:6 35:12 38:7</p> <p>applicants 34:21</p> <p>applies 29:24</p> | <p>apply 24:6 29:24 30:12</p> <p>approach 27:12</p> <p>April 1:16,22 33:19</p> <p>argue 24:20 29:16</p> <p>arguing 16:6 32:1</p> <p>argument 5:6 7:18 10:3 11:9 32:6</p> <p>artful 31:17,18</p> <p>aside 13:24 20:8</p> <p>assuming 17:6</p> <p>attached 30:20 32:19</p> <p>attaches 31:2,13 32:17</p> <p>attest 5:23</p> <p>attorney 2:4,8,10 2:13,17 13:21</p> <p>attorneys 3:3</p> <p>auction 4:3</p> <p>authority 29:19</p> <p>authorized 5:22 6:11</p> <p>automatic 35:16</p> <p>automatically 23:25 24:3</p> <p>award 34:20</p> <p>a.m 1:16,16 38:15</p> <p><b>B</b></p> <p>B 2:11,15</p> <p>BAC 8:25</p> <p>back 5:1,4 8:3 13:14 14:9,20 15:5,16 17:5,14 17:24 19:3,12,19 33:25 36:11,18,19 36:22 37:6,14,15 37:24 38:4,4</p> <p>backed 36:18</p> <p>bank 1:3,6,7 2:4,7 3:6,12,22 4:4,9,12 4:18 5:15 13:20 14:9,12 16:11,13 17:8,10,13,16 18:14 20:19 21:10</p> | <p>22:13,24 24:14 29:13 30:10 32:21</p> <p>Bank's 4:24 18:12 30:7</p> <p>based 6:10 16:19 16:24 19:11 22:12 32:24 34:18</p> <p>basic 14:22</p> <p>basically 32:4</p> <p>bearing 11:10</p> <p>behalf 3:11 15:8</p> <p>believe 4:16,25 5:23 9:6</p> <p>BELL 2:2</p> <p>bid 4:12,18 5:2 7:22,24 10:8,9,9 11:8,10 12:6 13:14 14:24 15:7 15:7 16:5,11,12 19:4 21:11,16,17 21:19</p> <p>bidder 4:13 9:1 11:7 14:19,23 15:4 16:8,25 17:2 17:9,20,24 19:3,6</p> <p>bidding 13:17,19 15:5,11,15,16 22:5</p> <p>bit 19:10</p> <p>bond 35:17</p> <p>book 9:11 17:8</p> <p>bottom 7:21 9:10</p> <p>bought 4:3 10:6 31:8</p> <p>Boulevard 2:16</p> <p>Boyd 1:9,9 2:13 3:16 23:10,13</p> <p>break 13:12</p> <p>brief 4:22 5:10 7:6 8:19 21:5 26:15 37:21</p> <p>briefed 6:17</p> <p>bring 5:11</p> <p>bunch 18:8</p> <p>Business 1:7</p> | <p>buy 10:23 12:21</p> <p>bypassing 28:17</p> <p><b>C</b></p> <p>call 6:13 10:21</p> <p>CALLISON 2:5</p> <p>Carapace 1:8</p> <p>Carla 1:23</p> <p>Carolina 1:1,6,7,7 1:22,24 2:3,6,9,13 2:15,16,17 3:18 4:20 8:14 9:20 14:6 15:24 24:4,6 26:4 34:22</p> <p>Carrington 2:2,2 3:11,11 4:8,11,16 5:10,11,15,20 6:6 6:8,16,20 7:1,7,11 7:13 8:6,7,9,12,16 8:20,24 9:2,8,17 10:9,12,15,17,21 11:2,5,17 13:18 14:10 15:9,20 16:4,16,18 17:15 18:3,7,10,13,18 18:22 19:5,22,24 20:2,5 30:5,6,10 31:19,24 35:3,4 36:3,9 37:9,16</p> <p>case 3:24 8:11,13 8:13,23 9:2,18 11:15 14:7,19 15:4,24 18:24,25 22:4 24:11,23 26:21 29:20 35:17 35:18</p> <p>cases 8:8 11:19</p> <p>certainly 37:9</p> <p>Certificate 2:21</p> <p>chance 5:9</p> <p>changed 16:23,24</p> <p>characterize 15:18</p> <p>check 34:1</p> <p>checked 20:14,16 21:6</p> <p>circulate 34:17,25</p> | <p>circumstances 13:8</p> <p>cite 8:8</p> <p>Civil 3:21 4:20</p> <p>claim 5:17,25 6:8,9 6:10,14 9:14 12:8 17:17 18:16 19:10 20:15,24 21:12 22:14,20 23:2,4,5 23:7 24:18 26:7 27:5 28:19,21 29:23,24 34:20</p> <p>claimant 8:25 22:16</p> <p>claimants 22:8 24:12,22 26:5 28:18</p> <p>claimant's 29:17</p> <p>claiming 9:14 16:14,19 20:7</p> <p>claims 20:17 24:15</p> <p>clarity 3:25 33:10</p> <p>claw 36:11 37:24</p> <p>clear 14:11 19:15 22:4</p> <p>clearly 12:20</p> <p>clerk's 7:10</p> <p>client 7:21 10:4,5 10:13,18 13:20 14:9,22 20:7 22:21 29:2,12 31:23 35:6 37:10 37:16 38:2,2</p> <p>client's 8:2</p> <p>close 16:12 17:3</p> <p>Columbia 1:21 2:6 2:13,16 36:1</p> <p>come 11:7 14:23 15:12 21:10,12 22:24 37:24</p> <p>comes 38:9</p> <p>coming 17:24 35:25</p> <p>comment 32:13</p> <p>COMMON 1:1</p> <p>competitive 13:17</p> <p>complete 30:18</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

16:20 17:12,13,17  
17:19,22 20:16  
21:12 22:6,9,21  
23:3 24:10 25:14  
26:7,18 29:23,23  
32:10 33:21 34:21  
35:5 36:7,15  
37:17,23  
**further** 32:11 38:14

**G**

**give** 7:16 8:5 12:19  
**glance** 26:15  
**go** 3:3 7:14 14:25  
15:16 29:12 33:14  
33:25 36:10 37:11  
37:17  
**goes** 9:11 12:7  
**going** 4:22 14:1,2  
15:18 25:7,23  
30:3 32:1,2 34:7  
34:15 37:17,25  
**good** 26:13  
**gotten** 29:12  
**governs** 32:9,16  
**granted** 4:23  
**grantors** 30:13  
**Greenville** 2:3,9  
36:1,2,3  
**Group** 1:7,8 2:14  
3:15 22:21 27:24  
27:24 34:22 36:20  
37:4  
**guess** 3:25 22:7  
28:9

**H**

**half** 28:19,20 29:7  
29:17  
**hall** 7:10  
**Hang** 7:13  
**Harry** 1:9 2:13  
23:9  
**hate** 7:17 36:4  
**hear** 20:4  
**heard** 7:19 8:4

**hearing** 1:14,19  
2:25 3:23 19:16  
19:17 36:4,7 37:2  
37:21 38:14  
**hearings** 24:11  
25:18  
**help** 11:14  
**Henry** 3:15  
**high** 16:25 17:2,20  
28:14  
**hire** 15:11  
**hold** 18:3 27:13,13  
**holding** 21:13  
**Honestly** 36:9  
**Honor** 4:6,7,8,11  
4:17 5:11 6:17 7:7  
8:6,9,16,24 9:6  
15:9 16:4 19:6,18  
21:9 27:19 28:2  
28:17 30:6 31:6  
31:24 35:2,4,10  
35:21 37:9,20  
38:11

**Honorable** 1:19  
**Honor's** 31:21  
**hope** 35:24  
**host** 9:21 11:19  
**house** 31:9  
**Hudspeth** 1:6,6  
2:10,10 3:8,22  
5:15 6:8 26:11  
28:19 29:9 30:1,1  
31:4,4,4  
**hypothetical** 12:2  
**hypothetically** 12:5

**I**

**identified** 26:25  
**identify** 3:4  
**ignores** 9:14  
**imagine** 13:9  
**important** 9:8  
**inaudible** 12:22  
**INDEX** 2:19  
**indicate** 21:5 27:5  
27:16 28:4

**indicates** 26:15  
**initial** 10:18  
**insist** 37:1  
**instance** 9:13  
**instructions** 13:19  
15:14,17  
**instructive** 9:3  
**instructs** 9:12  
**interest** 12:6,11  
13:10  
**interests** 25:19  
**interrupted** 33:2  
**involved** 20:14  
23:24  
**irrelevant** 28:15  
**issue** 4:22 6:1 11:18  
11:22 21:2 28:18  
35:15 36:5 37:21  
**issued** 33:4  
**issues** 24:15,17  
25:7,12,23 26:3

**J**

**JACKSON** 2:12  
**Jim** 3:4,5  
**Joan** 1:9  
**Joseph** 1:19  
**judgment** 19:9  
22:23 30:6,13  
31:25 36:11  
**judgments** 32:3  
**judicial** 4:3,3 9:1  
10:7 30:18  
**July** 27:21 33:19  
**junior** 12:1,2,11  
13:7 18:20 19:13  
19:13

**jurisdiction** 9:18  
**jurisdictions** 8:10  
9:21

**K**

**K** 2:5  
**keep** 8:19  
**Kenneth** 2:8  
**kicker** 10:4

**kind** 5:11 14:14  
21:9  
**Kinder** 8:23 9:2  
11:21  
**know** 7:2 11:13,14  
11:18,19,20,22  
12:18 13:16,18,19  
14:5,21 15:6,7,10  
15:15,21 16:3,11  
17:7 18:19,19,20  
19:7,22 20:12,13  
21:8,21 22:3  
24:21 25:7,12,23  
30:15 31:8 32:14  
35:14,18,24 36:20  
36:24 37:18,19  
**knowledge** 19:2  
**Koutrakos** 2:5 3:5  
3:5 7:15 11:23,25  
12:15,25 13:6

**L**

**L** 1:9  
**Lady** 2:12  
**language** 9:4 30:17  
30:22  
**law** 2:8 5:9 6:21  
9:18 12:16,25  
16:24 21:22 22:4  
23:24 29:20  
**lawyers** 15:13  
30:16,23  
**lay** 30:24  
**laying** 29:22,23  
**lays** 6:20  
**left** 3:3  
**Lender** 1:7 2:14  
3:14 22:21 27:24  
27:24 34:22 36:20  
37:4  
**let's** 20:4 33:25  
**Lewis** 2:11,12 3:14  
3:14 4:6 14:1 18:6  
20:7,10,12,22  
21:1,5,16 22:3,12  
22:18 23:2,6,7,9

23:14 27:19 28:2  
28:7,11,14 32:13  
32:21 34:15,24  
35:2,8,10,20 38:1  
38:11  
**lien** 5:21 7:4,23  
9:15,22 10:5,19  
12:2,5,10 18:17  
19:7 22:6,13,13  
22:22 23:25 24:1  
24:5 27:8,25 28:1  
30:7,12,19 31:2  
31:13,22 32:16,19  
32:22,24  
**lienholder** 6:24  
12:1,7,8,12,13  
15:2 18:20 19:14  
21:17 22:16 24:7  
25:6  
**lienholders** 14:2  
16:1 29:6  
**liens** 16:21 21:20  
26:23,24 27:17  
29:1 30:19 31:20  
32:3,25  
**Lincoln** 2:6  
**Lindsay** 2:2 3:11  
13:3  
**Lindsay's** 29:2,12  
**line** 7:21 30:12  
**list** 32:4,8 33:13  
**listed** 33:21 34:4  
**lists** 26:9  
**little** 9:18 13:13  
19:9  
**LLC** 1:8 2:12  
**logic** 30:12  
**longer** 10:5 30:20  
31:2 32:17 34:12  
**look** 7:12 9:9 10:17  
35:13  
**looked** 19:18  
**looking** 17:8 26:7  
**lot** 8:8 14:24 30:23  
**love** 34:13

|                     |                      |                      |                      |                      |
|---------------------|----------------------|----------------------|----------------------|----------------------|
| really 5:6 9:2      | Richland 1:2,20      | 20:16,18 21:9        | special 24:8         | 8:1 9:15,24 11:5     |
| reason 5:21 10:8    | right 3:2,3 4:9 6:15 | 25:4 33:25 37:4      | specific 11:18       | 11:11 12:7 14:13     |
| 24:9 25:10,22       | 6:25 7:5 8:7,21,22   | seeking 11:3 17:19   | speed 5:12           | 14:18 16:6,19,20     |
| 26:2                | 10:11 12:6,15        | 17:20                | spends 25:14         | 17:12,13,17,19,22    |
| record 4:1 15:21,22 | 13:5 16:15 17:2      | seen 13:6            | spent 36:16          | 20:15 21:12 22:6     |
| 20:23 25:10 33:11   | 17:18 18:14,22       | sell 6:23            | stance 27:2          | 24:10 26:7,18        |
| records 27:20 28:4  | 23:15,15 27:16       | sense 6:6            | stand 9:24 16:1,20   | 32:10 33:21 34:21    |
| recoup 11:3         | 29:3 32:11 33:1      | September 21:1       | 19:8                 | 35:5 36:7,15         |
| reflect 26:22       | 34:9 38:7,12         | seriously 37:7       | standing 19:7        | suspect 38:1         |
| refund 36:25        | rights 11:11 16:19   | service 15:11        | stands 6:22          | s/b/m 1:6            |
| refunds 36:23       | 35:6                 | set 13:24 20:8       | start 13:24          |                      |
| regard 24:8,21 27:3 | Road 2:9             | settled 6:21         | started 3:2          | <b>T</b>             |
| regarding 9:13      | Robert 2:11 3:14     | seven 28:8,11        | starting 20:8        | table 6:2,3          |
| related 23:11       | ROGERS 2:12          | share 36:13          | state 1:1,24 11:19   | take 6:1 7:2,17 16:2 |
| release 5:25        | rough 10:21          | shoes 22:15          | 11:21                | 16:2 26:18           |
| relief 25:20        | roughly 10:22 34:8   | show 25:12 27:20     | stated 13:21 14:21   | taken 1:21           |
| remember 10:25      | rule 4:19 7:25       | 29:17                | statement 32:14      | takes 7:9            |
| 13:15               | 11:12 14:7,17        | shows 20:23          | status 11:9 25:5     | talk 36:14           |
| reporter 1:23 9:11  | 15:24 18:24 21:4     | side 34:18           | statute 14:7 15:25   | talks 35:12,13       |
| represent 3:8,14    | 21:4 24:17 29:21     | signed 5:24 26:8     | 18:24 29:20          | Tasha 2:15 3:18      |
| 23:9,16,18          | 35:11,12,21          | 30:25                | stay 35:16           | tax 36:24            |
| Representative 1:9  | ruled 9:13           | simply 13:13 17:23   | stead 16:21          | taxpayers 25:17      |
| represented 13:7    | rules 4:20 24:5      | 24:11                | step 22:15           | TD 1:6 2:4,7 3:6,11  |
| representing 5:5    | ruling 14:11,16,17   | sir 7:18 20:10 23:15 | stick 12:16          | 4:4,9,12,18,24       |
| request 25:20       | 14:20 15:19 38:5     | 28:16 29:14 30:4     | Street 1:21 2:3,6,12 | 14:9,12 16:6,11      |
| 33:21               |                      | 30:4 31:11 35:3      | Strickland 1:20      | 16:13,25 17:2,8      |
| requisite 26:17     | <b>S</b>             | sit 30:3             | strongly 37:8,22     | 17:10,13,16 18:12    |
| response 5:19 6:19  | S 1:23 2:2           | situation 21:10      | student 21:22        | 18:14 20:18 21:10    |
| 9:7,16 10:20 11:1   | sale 4:4,13 7:4 9:1  | 35:19                | successful 4:13 9:1  | 22:12,24 29:13       |
| 12:24 18:9 19:21    | 9:23 10:7,23 13:2    | somebody 13:21       | 17:9 37:10           | 30:7,10 32:21        |
| 20:21,25 21:15      | 13:24 17:1 20:8      | 15:3,15 16:11        | suggested 22:1       | TD's 6:16            |
| 22:11 23:8 24:19    | 30:8,14,18           | sorry 3:4 23:21      | Suite 2:12           | tell 35:19 38:5      |
| 24:24 25:3,15       | sales 14:24 17:8     | 28:12                | support 11:20        | tells 9:19 14:17     |
| 30:9 32:20 34:10    | satisfy 9:25 16:21   | sounded 19:16        | supported 5:9        | terms 26:23 27:1     |
| restatement 9:20    | says 7:25            | South 1:1,7,22,24    | supports 14:7        | territory 38:9       |
| result 30:11        | scenario 13:9 19:10  | 2:3,6,9,13,15,16     | 15:25                | Thank 3:1,20,20      |
| Revenue 1:8 2:15    | school 26:14         | 2:17 3:18 4:19       | supposed 36:14       | 23:15 30:4 35:2      |
| 2:17 3:19 23:17     | scream 14:2          | 8:14 9:20 14:6       | Supreme 11:15        | 38:11,12,13          |
| 23:19,23 24:4,7     | seated 3:1           | 15:24 24:4,6 26:4    | sure 7:13 8:6,16,21  | theirs 30:13         |
| 25:5,11 26:4 33:4   | second 4:9 5:21      | 34:22                | 16:4 17:15,16        | they'd 22:1          |
| 34:23 36:21,23      | 7:13 12:4,5,8,13     | Sowell 2:8 3:8,9 5:4 | 19:14 20:5,22        | things 5:12 7:9      |
| 37:5                | 16:15 18:4 21:8      | 5:23 6:2 28:16,17    | 21:25 23:22 29:5     | 25:21                |
| Revenue's 27:21     | 21:14,17,20 23:3     | 28:22,24 29:4,5      | 31:16 36:20,22       | think 4:22 5:8 6:1   |
| 28:1                | 27:14 34:3           | 29:11,14,22 31:5     | surplus 3:6,24 4:21  | 7:3 9:8,19 11:9,12   |
| reversed 37:6       | secretive 15:13,14   | 31:6,11,21           | 5:3,18 6:4,21 7:1    | 11:17 14:3 15:8      |
|                     | see 8:17 14:8 15:16  |                      |                      | 15:15 18:6 22:4      |

MASTER'S DEED

State of South Carolina  
COUNTY OF Richland

Book 2058-1374

2015070553 9/15/2015 16:07:29:497 Master's Deed-Foreclosure

Fee: \$10.00 County Tax: Exempt State Tax: Exempt

2015070553 John T. Hopkins II, Richland County R.O.D.

TO ALL WHOM THESE PRESENT SHALL CONCERN:

I, Joseph M. Strickland, as Master in Equity for Richland County, in said State, send greetings;

WHEREAS, in an action in the Court of Common Pleas in Richland County between Wells Fargo Bank, N.A., as Plaintiff vs. William R. Hudspeth; Marcia E. Hudspeth; T D Bank, N.A. s/b/m to Carolina First Bank, et al., as Defendants, Case Number 2014-CP-40-1233, by an Order dated July 17, 2015, it was decreed that the property hereinafter described should be sold by the Master in Equity for Richland County on the terms and for the purposes mentioned in the Order(s) granted in the case; and

WHEREAS, I the undersigned, as Master in Equity for Richland County, after due advertisement of the said property for sale at public outcry, did openly and publicly, and after the matter of auction, sell the said property on August 3, 2015 for the sum of \$350,000.00 said sum being the highest amount bid at said sale and having been made by TD Bank, N.A. the hereinbelow named grantee and said grantee paid the bid.

NOW, KNOW ALL MEN, That I, the undersigned, as Master in Equity for Richland County, pursuant to the foregoing and also in consideration of the said bid paid as aforesaid by the said hereinbelow named grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold, released, and by these presents do grant, bargain, and release the following described property unto the grantee.

Grantee's Name: TD Bank, N.A.

Grantee's Address: P.O. Box 4547  
Portland, ME 04112

See attached property description.

Subject to assessments, Richland County taxes, existing easements, easements and restrictions of record, and other senior encumbrances.

TOGETHER, with all and singular the hereditaments, rights, members and appurtenances whatsoever to the said property belonging or in any wise incident or appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also any estate, right, title, interest, dower, possession, benefit, claim or demand therein whatsoever of all parties to the said suit and of all other persons who might rightfully claim the same or any part thereof, by, from, or under them, or either of them;

TO HAVE AND TO HOLD the said property, with its hereditaments, privileges, and appurtenances, unto the said grantee, their successors and assigns for their own use, benefit, and behoof, forever.

IN WITNESS WHEREOF, I, the undersigned, as Master in Equity for Richland County, under and by virtue of the said Order(s), have hereunto set my Hand and Seal the 2<sup>nd</sup> day of September in the year of our Lord Two Thousand and Fifteen, and in the Two Hundred and Thirty-eighth year of the Sovereignty and Independence of the United States of America.

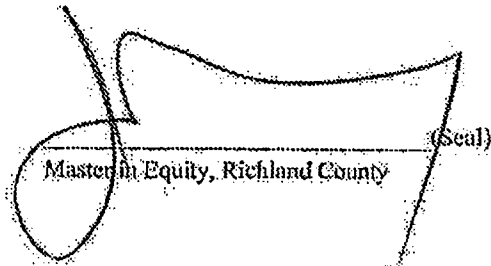
SIGNED, SEALED AND DELIVERED )

In the Presence of: )

Fristella Cornelius )

Joseph M. Strickland )

State of South Carolina )  
COUNTY OF RICHLAND )

 (Seal)  
Master in Equity, Richland County

PERSONALLY APPEARED the above named witness and made oath that (s)he saw the within named Joseph M. Strickland, as Master for Richland County, sign, seal and as his act and deed, deliver the within Deed; and that (s)he with the other above named witnessed the execution thereof.

Fristella Cornelius

SWORN TO AND SUBSCRIBED before me on  
this 2<sup>nd</sup> day of Sept, 2015.

Joseph M. Strickland

NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires: August 27, 2023

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, TOGETHER WITH ANY IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, BEING SHOWN AND DESIGNATED AS LOT 148 ON A PLAT OF ASCOT PLACE, PHASE THREE PREPARED BY BELTER AND ASSOCIATES, INC. DATED JANUARY 27, 1998 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN PLAT BOOK 57 AT PAGE 2346. ALSO FURTHER SHOWN ON A PLAT PREPARED FOR DEREAK K. SPEARMAN AND BETH W. SPEARMAN BY COX AND DINKINS, INC. DATED JUNE 16, 1999 AND RECORDED IN RECORD BOOK 318 AT PAGE 1039 AND SAID LOT HAVING THE BOUNDARIES AND DIMENSIONS AS SHOWN ON SAID PLAT WHICH ARE INCORPORATED HEREIN BY REFERENCE.

THIS BEING THE SAME PROPERTY CONVEYED TO MARCIA E. HUDSPETH AND WILLIAM R. HUDSPETH BY DEED DATED APRIL 3, 2004 AND RECORDED JULY 14, 2004 IN BOOK 956 AT PAGE 1226 IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY. THEREAFTER WILLIAM R. HUDSPETH CONVEYED HIS INTEREST IN THE SUBJECT PROPERTY UNTO MARCIA E. HUDSPETH BY DEED DATED APRIL 29, 2009 AND RECORDED MAY 4, 2009 IN BOOK 1517 AT PAGE 3902 IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY.

CURRENT ADDRESS OF PROPERTY: 222 Treyburn Circle, Irmo, SC 29063  
TMS: 04213-01-32

STATE OF SOUTH CAROLINA)  
COUNTY OF RICHLAND )

AFFIDAVIT

Page 1 of 2

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

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at 222 Treyburn Circle, Immo, SC 29063  
bearing Richland County Tax Map Number 04213-01-32, was transferred  
by Master in Equity for Richland County to  
TD Bank, N.A. on September 2, 2015

3. Check one of the following: The deed is

- (a) \_\_\_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money=s worth.  
(b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.  
(c) X \_\_\_\_\_ exempt from the deed recording fee because (See Information section of affidavit): 13

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes \_\_\_\_\_ or No \_\_\_\_\_

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

- (a) \_\_\_\_\_ The fee is computed on the consideration paid or to be paid in money or money=s worth in the amount of \_\_\_\_\_  
(b) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \_\_\_\_\_  
(c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_

5. Check Yes \_\_\_\_\_ or No \_\_\_\_\_ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If A Yes, @ the amount of the outstanding balance of this lien or encumbrance is: \_\_\_\_\_

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \_\_\_\_\_  
(b) Place the amount listed in item 5 above here: \_\_\_\_\_  
(If no amount is listed, place zero here.) \_\_\_\_\_  
(c) Subtract Line 6(b) from Line 6(a) and place result here: \_\_\_\_\_

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording, fee due is: \_\_\_\_\_

8. As required by Code Section, 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Responsible Person Connected with the Transaction

SWORN to before me this 15th  
day of September 20 25

J. Martin Page

Print or Type Name Here

Notary Public for South Carolina

My Commission Expires 9/29/2021

### INFORMATION

Except as provided in this paragraph, the term "value" means Allie consideration paid or to be paid in money or money's worth for the realty. Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, value means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

### Exempted From the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantor's interest in the partnership or trust. A family partnership is a partnership whose partners are all members of the same family. A family trust is a trust in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. Family means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A charitable entity means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quit claim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quit claim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed pursuant to foreclosure proceedings;
- (14) transferring realty from agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act;

MASTER'S DEED )

State of South Carolina )

COUNTY OF Richland )

TO ALL WHOM THESE PRESENT SHALL CONCERN:

I, Joseph M. Strickland, as Master in Equity for Richland County, in said State, send greetings:

**WHEREAS**, in an action in the Court of Common Pleas in Richland County between **Wells Fargo Bank, N.A., as Plaintiff vs. William R. Hudspeth; Marcia E. Hudspeth; T D Bank, N.A. s/b/m to Carolina First Bank, et al., as Defendants, Case Number 2014-CP-40-1233**, by an Order dated **July 17, 2015**, it was decreed that the property hereinafter described should be sold by the Master in Equity for Richland County on the terms and for the purposes mentioned in the Order(s) granted in the case; and

**WHEREAS**, I the undersigned, as Master in Equity for Richland County, after due advertisement of the said property for sale at public outcry, did openly and publicly, and after the matter of auction, sell the said property on **August 3, 2015** for the sum of **\$350,000.00** said sum being the highest amount bid at said sale and having been made by **TD Bank, N.A. the hereinbelow named grantee and said grantee paid the bid.**

**NOW, KNOW ALL MEN**, That I, the undersigned, as Master in Equity for Richland County, pursuant to the foregoing and also in consideration of the said bid paid as aforesaid by the said hereinbelow named grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold, released, and by these presents do grant, bargain, and release the following described property unto the grantee,

Grantee's Name : **TD Bank, N.A.**

Grantee's Address : **P.O. Box 9547  
Portland ME 04112**

See attached property description.

Subject to assessments, Richland County taxes, existing easements, easements and restrictions of record, and other senior encumbrances.

**TOGETHER**, with all and singular the hereditaments, rights, members and appurtenances whatsoever to the said property belonging or in any wise incident or appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also any estate, right, title, interest, dower, possession, benefit, claim or demand therein whatsoever of all parties to the said suit and of all other persons who might rightfully claim the same or any part thereof, by, from, or under them, or either of them;

STATE OF SOUTH CAROLINA)  
COUNTY OF RICHLAND )

AFFIDAVIT

Page 1 of 2

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 222 Treyburn Circle, Irmo, SC 29063  
bearing Richland County Tax Map Number 04213-01-32, was transferred  
by Master in Equity for Richland County to  
TD Bank, N.A. on September 2, 2015

3. Check one of the following: The deed is

- (a) \_\_\_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money=s worth.
- (b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) X \_\_\_\_\_ exempt from the deed recording fee because (See Information section of affidavit): 13

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes \_\_\_\_\_ or No \_\_\_\_\_

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

- (a) \_\_\_\_\_ The fee is computed on the consideration paid or to be paid in money or money=s worth in the amount of \_\_\_\_\_
- (b) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \_\_\_\_\_
- (c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_

5. Check Yes \_\_\_\_\_ or No \_\_\_\_\_ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If A Yes, @ the amount of the outstanding balance of this lien or encumbrance is: \_\_\_\_\_

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \_\_\_\_\_
- (b) Place the amount listed in item 5 above here: \_\_\_\_\_  
(If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \_\_\_\_\_

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording, fee due is: \_\_\_\_\_

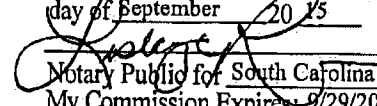
8. As required by Code Section, 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

  
Responsible Person Connected with the Transaction

SWORN to before me this 15th  
day of September 20 15

J. Martin Page  
Print or Type Name Here

  
Notary Public for South Carolina  
My Commission Expires: 9/29/2021

### **INFORMATION**

Except as provided in this paragraph, the term "value" means the consideration paid or to be paid in money or money's worth for the realty. @ Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, Avalue@ means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

### **Exempted from the fee are deeds:**

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A family partnership@ is a partnership whose partners are all members of the same family. A family trust@ is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. A family@ means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A charitable entity@ means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quit claim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quit claim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed--pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

---

APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas  
Joseph M. Strickland, Master-In-Equity

---

Appellate Case No. 2016-00958

---

**RECEIVED**

SEP 07 2016

SC Court of Appeals

Wells Fargo Bank, N.A., Plaintiff,

v.

William R. Hudspeth, Marcia E. Hudspeth; TD Bank, N.A. s/b/m to Carolina First Bank; The Lender Group, Inc.; Business Carolina, Inc.; South Carolina Department of Revenue; Carapace, LLC; Wurth Wood Group, Inc.; The Estate of Harry William Boyd, by Joan L. Boyd, Personal Representative; Adecco USA, Inc., Defendants,

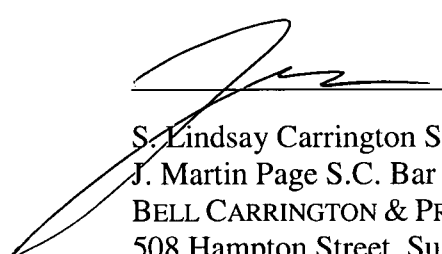
Of Whom TD Bank, N.A. successor by merger to Carolina First Bank is the Appellant,  
and Of Whom The Lender Group, Inc. is the Respondent.

---

CERTIFICATE OF COUNSEL

---

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.



---

S. Lindsay Carrington S.C. Bar No.: 76420  
J. Martin Page S.C. Bar No.: 100200  
BELL CARRINGTON & PRICE, LLC  
508 Hampton Street, Suite 301  
Columbia, SC 29201  
(803) 509-7692  
*Attorneys for Appellant*

September 6, 2016

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas  
Joseph M. Strickland, Master-In-Equity

Appellate Case No. 2016-00958

**RECEIVED**  
SEP 07 2016  
SC Court of Appeals

Wells Fargo Bank, N.A., Plaintiff,

v.

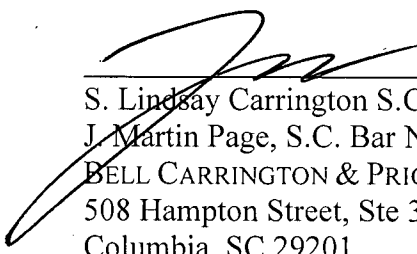
William R. Hudspeth, Marcia E. Hudspeth; TD Bank, N.A. s/b/m to Carolina First Bank; The Lender Group, Inc.; Business Carolina, Inc.; South Carolina Department of Revenue; Carapace, LLC; Wurth Wood Group, Inc.; The Estate of Harry William Boyd, by Joan L. Boyd, Personal Representative; Adecco USA, Inc., Defendants,

Of Whom TD Bank, N.A. successor by merger to Carolina First Bank is the Appellant,

and Of Whom The Lender Group, Inc. is the Respondent.

PROOF OF SERVICE

I certify that I have served the *Record on Appeal* upon Respondents by depositing a copy of the same in the United States Mail, postage prepaid, on September 7, 2016, addressed to Respondent's Attorneys of record, Robert B. Lewis, Esq. and Christopher L. Boguski, Esq. 1330 Lady Street, Suite 400, Columbia, SC 29201.

  
S. Lindsay Carrington S.C. Bar No.: 76420  
J. Martin Page, S.C. Bar No.: 100200  
BELL CARRINGTON & PRICE, LLC  
508 Hampton Street, Ste 301  
Columbia, SC 29201  
803.509.7692  
*Attorneys for Appellant*

September 7, 2016