

STATE OF SOUTH CAROLINA

COUNTY OF DILLON

Bank of America, N.A., successor by merger to
BAC Home Loans Servicing, LP f/k/a
Countrywide Home Loans Servicing LP,

PLAINTIFF,

vs.

Shawn L. Bethea, and South Carolina Department
of Motor Vehicles,

DEFENDANTS.

F11-02437

IN THE COURT OF COMMON PLEAS

AFFIDAVIT OF DEFAULT

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2012-CP-17-0060

DEFICIENCY WAIVED

RECEIVED

NOV 03 2016

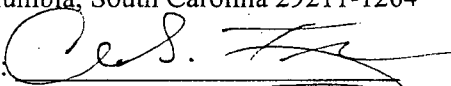
SC Court of Appeals


ACERTIFIED
TRUE COPY
CLERK OF COURT
DILLON COUNTY

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

That he is one of the attorneys for the Plaintiff above named; that the Summons and Complaint
were served upon the Defendants Shawn L. Bethea, and South Carolina Department of Motor Vehicles,
and that more than Thirty (30) days have expired, since such service during which time the Defendant,
South Carolina Department of Motor Vehicles, has failed to answer, appear or otherwise plead in this
cause and, consequently, said Defendant is now in default.

KORN LAW FIRM, P.A.
P.O. Box 11264
1300 Pickens Street
Columbia, South Carolina 29211-1264

BY: 
DEAN HAYES / CHRIS TRULUCK
Attorneys for Plaintiff

SWORN to before me this
31 day of December, 2012
 (SEAL)
Notary Public for South Carolina
My Commission Expires: 10/06/2020

FILED
GWEN T. HYAIT
2013 JAN 15 AM 9:18
CLERK OF COURT
DILLON COUNTY

STATE OF SOUTH CAROLINA
COUNTY OF DILLON

Bank of America, N.A., successor by merger
to BAC Home Loans Servicing, LP f/k/a
Countrywide Home Loans Servicing LP,

PLAINTIFF,

vs.

Shawn L. Bethea, and South Carolina
Department of Motor Vehicles,

DEFENDANTS.

FILED
GWINN THE COURT OF COMMON PLEAS

2013 JAN 15 AM 9:18
CASE NO: 2012-CP-17-0060

CLERK OF COURT
DILLON COUNTY

CERTIFICATE OF SERVICE

RECEIVED

NOV 03 2016

SC Court of Appeals

A CERTIFIED
TRUE COPY
D. J. Hayes
CLERK OF COURT
DILLON COUNTY

I, Angelika A. Plyler, an employee of the Korn Law Firm, P.A., attorneys for Plaintiff in the above-captioned action, certify that **AFFIDAVIT OF DEFAULT** was served on counsel for the Defendants of record by causing a copy of the same to be deposited into the United States Mail, addressed as follows:

Marcus Woodson, Esquire
THE WOODSON LAW FIRM, L.L.C.
Post Office Box 1657
Marion, South Carolina 29571
ATTORNEY FOR DEFENDANT SHAWN L. BETHEA

this 2 day of January, 2013.

KORN LAW FIRM, P.A.

Angelika A. Plyler

Angelika A. Plyler
Paralegal to Dean A. Hayes and Chris S.
Truluck

Columbia, South Carolina
N:\PD\F11-02437

Motion Practice Counsel

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

FORM 4

Motion

JUDGMENT IN A CIVIL CASE

CASE NO. 2012 CP-17-00060

Bank of America, NA

Shawn D. Bethea
ATTORNEY
FREE COPY

et al
PLAINTIFF(S)

RECEIVED

DEFENDANT(S)

Submitted by:

NOV 03 2016

Attorney for: Plaintiff Defendant

or
 Self-Represented Litigant

SC Court of Appeals

- JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON): Rule 12(b), SCRPC; Rule 40(c), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other _____
- ACTION STRICKEN (CHECK REASON): Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other _____
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
 Affirmed; Reversed; Remanded; Other _____

FILED
GWEN T. HYATT
2014 MAY -7 PM 4:38
CLERK OF COURT
DILLON COUNTY

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: _____

Motion to Be Referred to Court, Mr. Woodson is Granted

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
<u>Motion to Dismiss Filed By</u>		
<u>Mr. Truluck on 4-25-2013 to be</u>		
<u>placed on Vert Non Gen Roster.</u>		
<u>Mr. Bethea has 30 Days to</u>		
<u>Obtain attorney and to inform the</u>		
<u>Clerk who his attorney is.</u>		

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

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Rau...
Circuit Court Judge
2048
Judge Code
May 7, 2014
Date

KORN LAW FIRM, P.A.
ATTORNEYS AND COUNSELORS AT LAW
1300 PICKENS STREET
COLUMBIA, SOUTH CAROLINA 29201

MAILING ADDRESS
POST OFFICE BOX 12369
COLUMBIA, SOUTH CAROLINA 29211-2369
(803) 252-5817
FACSIMILE (803) 231-2060

July 29, 2014

RECEIVED
NOV 03 2016
SC Court of Appeals

The Honorable J. Ernest Kinard, Jr.
1121 Broad Street- Cnty Courthouse
P. O. Drawer 1707
Camden, SC 29021-1707

RE: Bank of America, N.A. vs Shawn L. Bethea, et al.
C/A No.: 2012-CP-17-0060
Our File No.: F11-02437

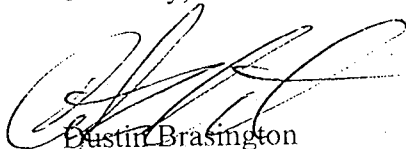
Dear Judge Kinard,

Enclosed for your review are an original and one copy of an order coversheet, proposed Order Granting Plaintiff's Motion to Dismiss Defendant Shawn L. Bethea's Counterclaim Pursuant to Rule 12(b)(6) and Certificate of Service. If the proposed order meets your approval, please sign and have a clocked-in copy returned to our office email.

Should you have any questions concerning this matter, please feel free to contact our office.

Thank you for your kind consideration in this matter.

Sincerely,



Dustin Brasington
Paralegal for Dean A. Hayes
and Chris S. Truluck

Enclosures (as stated)

803 - 475 - 5519

STATE OF SOUTH CAROLINA)
 COUNTY OF DILLON)
)
 Bank of America, N.A.,)
 [X] Plaintiff,)
 vs.)
 Shawn L. Bethea, et al.)
 [] Defendants.)

IN THE COURT OF COMMON PLEAS
 CASE NO. 2012-CP-17-0060
**MOTION AND ORDER INFORMATION
 FORM AND COVER SHEET**

name, SC Bar no. and address of plaintiff's attorney Dean A. Hayes, SC Bar No. 66066 Chris S. Truluck, SC Bar No. 77829 Post Office Box 12369 Columbia, SC 29211 telephone: (803) 252-5817 fax: (803) 231-2060 e-mail: dean.hayes@kornlawfirm.com; chris.truluck@kornlawfirm.com	name, SC Bar no. and address of defendant's attorney Shawn L. Bethea 1317 Gordonville Court Dillon, SC 29536 PRO SE DEFENDANT
---	---

RECEIVED
 NOV 03 2016
 SC Court of Appeals

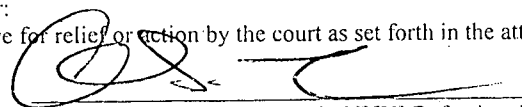
[] MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
 [] FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
 [X] PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: _____
 Estimated Time Needed: _____ Court Reporter Needed: YES [] NO []

SECTION II: Motion/Order Type

[] Written motion attached
 [X] Form Motion/Order:
 I hereby move for relief or action by the court as set forth in the attached proposed order.


 Signature of Attorney for Plaintiff [X] Defendant []

7.22.14
 Date Submitted

SECTION III: Motion Fee

[] PAID - AMOUNT:
 [X] EXEMPT: [] Rule to Show Cause in Child or Spousal Support
 [] Domestic Abuse or Abuse and Neglect
 (check reason) [] Indigent Status [] State Agency v. Indigent Party
 [] Sexually Violent Predator Act [] Post Conviction Relief
 [] Motion for Stay in Bankruptcy
 [] Motion for Publication [] Motion for Execution (Rule 69, SCRCPP)
 [X] Proposed order submitted at request of the court; or,
 reduced to writing from motion made in open court per judge's instructions
 Name of Court Reporter: _____
 [X] Other: Already submitted via motion cover; hearing held 7.14.14

JUDGE'S SECTION [] Motion Fee to be paid upon filing of the attached order. [] Other: _____	JUDGE _____ CODE: _____ Date: _____
--	--

CLERK'S VERIFICATION

Collected by: _____ Date File: _____
 (print name)

[] MOTION FEE COLLECTED:
 [] CONTESTED - AMOUNT DUE:

STATE OF SOUTH CAROLINA

COUNTY OF DILLON

Bank of America, N.A. successor by
merger to BAC Home ,

Plaintiff,

vs.

Shawn L. Bethea, and South Carolina
Department of Motor Vehicles,

Defendants.

F11-02437

IN THE COURT OF COMMON PLEAS

C/A No. 2012-CP-17-0060

**ORDER GRANTING PLAINTIFF'S MOTION
TO DISMISS DEFENDANT SHAWN L.
BETHEA'S COUNTERCLAIM PURSUANT
TO RULE 12(b)(6)**

RECEIVED

NOV 03 2016

This matter came before me on July 14, 2014 for a hearing on the Plaintiff's Motion to Dismiss Defendant's Counterclaim Pursuant to Rule 12(b)(6). Present at this hearing was Chris S. Truluck, attorney for Plaintiff, and Defendant Shawn Bethea, appearing pro se. Upon review of Defendant's pleadings, I find that the Defendant fails to state facts sufficient to constitute a cause of action and Defendant's counterclaim should be dismissed.

IT IS THEREFORE ORDERED that Plaintiff's Motion to Dismiss Defendant Shawn L. Bethea's Counterclaim Pursuant to Rule 12(b)(6) is hereby granted and Defendant's counterclaim is hereby dismissed.

IT IS SO ORDERED.

The Honorable J. Ernest Kinard, Jr.

_____, 2014
Camden, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF DILLON

Bank of America, N.A. successor by
merger to BAC Home ,

Plaintiff,

vs.

Shawn L. Bethea, and South Carolina
Department of Motor Vehicles,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A No. 2012-CP-17-0060

CERTIFICATE OF SERVICE

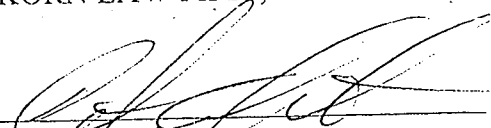
F11-02437

I, Dustin Brasington, an employee of the Korn Law Firm, P.A., attorneys for Plaintiff in the above-captioned action, certify that a proposed **ORDER GRANTING PLAINTIFF'S MOTION TO DISMISS DEFEDANT SHAWN L. BETHEA'S COUNTERCLAIM PURSUANT TO RULE 12(b)(6)** was served on the Defendant by causing a copy of the same to be deposited into the United States Mail, addressed as follows:

Shawn L. Bethea
1317 Gordonville Court
Dillon, SC 29536
PRO SE DEFENDANT

this 29 day of July, 2014.

KORN LAW FIRM, P.A.


Dustin Brasington

Paralegal to Dean A. Hayes and Chris S.
Truluck

Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF DILLON

2011CV1710100987
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

ORDER OF SALE

Notice is hereby given that on **September 26, 2011** one: 2001 Pioneer Mobile Home
Serial Number: PH1124GA17807A/B Model # PH11

Belonging to:

Shirley Mcrae Davis
1317 Gordonville Court
Dillon, SC 29536

RECEIVED

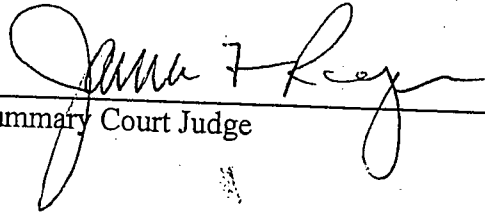
NOV 03 2016

SC Court of Appeals

Was sold at Public Auction for \$0.00

To: **Shawn Bethea**
1317 Gordonville Ct.,
Dillon, SC 29536

This mobile home was sold pursuant to Section 29-15-10 of the South Carolina Code of Laws for 1976 as amended.



Summary Court Judge

DILLON COUNTY
MAGISTRATE

2016 OCT 25 PM 2 59

RECEIVED

STATE OF SOUTH CAROLINA

COUNTY OF DILLON

2011CV1710100987
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

Notice Of Public Sale
Of Mobile Home

Shawn Bethea
1317 Gordonville Court
Dillon, SC 29536
(843) 230-7849

Vs Shirley Mcrae Davis
1317 Gordonville Court
Dillon, SC 29536

Bank Of America, N.A.
P.O. Box 32624
Charlotte, NC 28232

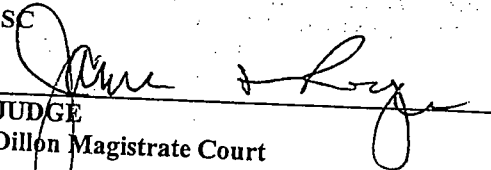
The Citizens Bank
209 East Main Street
Lake City, SC 29560

Fleet Mortgage Group
P.O. Box 100562
Florence, SC 29501-0562

By the authority vested in me by Section 29-15-10 of the SC code of Laws, 1976, as amended, I will sell at Public Auction the below listed mobile home.

DESCRIPTION OF VEHICLE: 2001 Pioneer Mobile Home Model #PH11
VIN NUMBER: PH1124GA17807A/B
ACCRUED CHARGES: \$47,000.00

SALE WILL TAKE PLACE:
Dillon Summary Court, 200 S. 5th Ave., Gibson Bldg., Dillon, SC
September 26, 2011 @ 10:00 a.m.


JUDGE
Dillon Magistrate Court

TO PLAINTIFF AND ANY NAMED PARTY with an interest in the herein described mobile home: A hearing is scheduled prior to sale on 9/26/2011 10:00 AM at the Court's address: 200 S. 5Th Avenue, P O Box 1016, Dillon, SC, 29536 Phone: (843) 774-1406. If you wish to contest the repair, towing or storage charges or the right to sell:

YOU MUST APPEAR AT THIS HEARING.

RESULTS OF SALE

HIGH BID: _____

BIDDER'S NAME _____

DEPUTY/JUDGE _____

ORDER OF SALE

TO WHOM IT MAY CONCERN:

The above listed mobile home was this date sold to the party listed below in accordance with Section 29-15-10 of the SC Code of Laws, 1976, as amended:

Sold to: _____
Date: _____
Price: _____

Description: 2001 Pioneer Mobile Home
VIN #: PH1124GA17807A/B
model # PH11

I certify that the odometer, to the best of my knowledge, reflects the actual mileage of the described vehicle, unless one of the following statements is checked:

The Odometer Reading may not be the actual mileage.

****WARNING- ODOMETER DISCREPANCY****

The Odometer Reading reflects the amount of mileage in excess of its mechanical limits.

2016 OCT 25 PM 2:59

JUDGE
Dillon Magistrate Court

STATE OF SOUTH CAROLINA
COUNTY OF DILLON

Shawn Bethea
1317 Gordonville Court
Dillon, SC 29536

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the Court of the Dillon
Magistrate Court, located at 200 S. 5Th Avenue P O Box 1016 Dillon, SC 29536 on
September 26, 2011 at 10:00 AM to serve as a party in a Bench Trial in the case of:

RE: Shawn Bethea

Vs Shirley Mcrae Davis
Bank of America, N.A.
The Citizens Bank
Fleet Mortgage Group

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: 2011CV1710100987, Public Sale for a 2001 Pioneer Mobile

Home PH1124GA17807A/B model # PH11.

HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN
SUCH CASE MADE AND PROVIDED.

Jama J. Rogers
JUDGE

Dillon Magistrate Court
200 S. 5Th Avenue P O Box 1016
Dillon, SC 29536
Phone: (843) 774-1406 Fax: (843) 774-1453

August 31, 2011

RECEIVED
2011 OCT 25 PM 2 59
DILLON COUNTY
MAGISTRATE
COPY

STATE OF SOUTH CAROLINA
COUNTY OF DILLON

Fleet Mortgage Group
P.O. Box 100562
Florence, SC 29501-0562

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the Court of the Dillon
Magistrate Court, located at 200 S. 5Th Avenue P O Box 1016 Dillon, SC 29536 on
September 26, 2011 at 10:00 AM to serve as a party in a Bench Trial in the case of:

RE: Shawn Bethea

Vs Shirley Mcrae Davis
Bank of America, N.A
The Citizens Bank
Fleet Mortgage Group

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: 2011CV1710100987, Public Sale for a 2001 Pioneer Mobile

Home PH1124GA17807A/B Model # PH11.

HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN
SUCH CASE MADE AND PROVIDED.

Jama S. Rogers
JUDGE

Dillon Magistrate Court
200 S. 5Th Avenue P O Box 1016
Dillon, SC 29536
Phone: (843) 774-1406 Fax: (843) 774-1453

August 31, 2011

MAGISTRATE
DILLON COUNTY

2016 OCT 25 PM 2 59

RECEIVED

COPY

STATE OF SOUTH CAROLINA
COUNTY OF DILLON

The Citizens Bank
209 East Main St.,
Lake City, SC 29560

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the Court of the Dillon
Magistrate Court, located at 200 S. 5Th Avenue P O Box 1016 Dillon, SC 29536 on
September 26, 2011 at 10:00 AM to serve as a party in a Bench Trial in the case of:

RE: Shawn Bethea

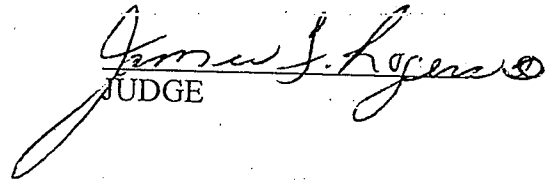
Vs Shirley Mcrae Davis
Bank of America, N.A.
The Citizens Bank
Fleet Mortgage Group

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: 2011CV1710100987, Public Sale for a 2001 Pioneer Mobile
Home PH1124GA17807A/B model # PH11.

HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN
SUCH CASE MADE AND PROVIDED.


JUDGE

Dillon Magistrate Court
200 S. 5Th Avenue P O Box 1016
Dillon, SC 29536
Phone: (843) 774-1406 Fax: (843) 774-1453

August 31, 2011

COPY

MAGISTRATE
DILLON COUNTY

2016 OCT 25 PM 2 59

RECEIVED

STATE OF SOUTH CAROLINA
COUNTY OF DILLON

Bank Of America, N.A.
P.O. Box 32624
Charlotte, NC 28232

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the Court of the **Dillon Magistrate Court**, located at **200 S. 5Th Avenue P O Box 1016 Dillon, SC 29536** on **September 26, 2011 at 10:00 AM** to serve as a party in a Bench Trial in the case of:

RE: **Shawn Bethea**

Vs **Shirley Mcrae Davis
Bank of America, N.A.
The Citizens Bank
Fleet Mortgage Group**

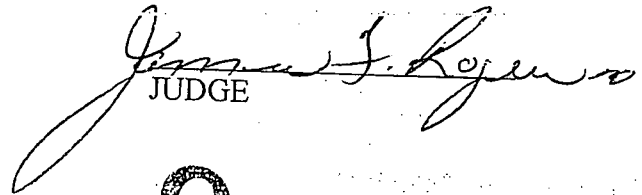
PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: **2011CV1710100987, Public Sale for a 2001 Pioneer Mobile**

Home PH1124GA17807A/B model #PH11

**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN
SUCH CASE MADE AND PROVIDED.**


JUDGE

**Dillon Magistrate Court
200 S. 5Th Avenue P O Box 1016
Dillon, SC 29536
Phone: (843) 774-1406 Fax: (843) 774-1453**

August 31, 2011

MAGISTRATE
DILLON COUNTY

COPY

2016 OCT 25 PM 2 59

RECEIVED

STATE OF SOUTH CAROLINA
COUNTY OF DILLON

Shirley Davis
1317 Gordonville Court
Dillon, SC 29536

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the Court of the **Dillon Magistrate Court**, located at **200 S. 5Th Avenue P O Box 1016 Dillon, SC 29536** on **September 26, 2011 at 10:00 AM** to serve as a party in a Bench Trial in the case of:

RE: **Shawn Bethea**

Vs **Shirley Mcrae Davis
Bank of America, N.A.
The Citizens Bank
Fleet Mortgage Group**

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: **2011CV1710100987, Public Sale for a 2001 Pioneer Mobile**

Home PH1124GA17807A/B model #PH11.

HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN SUCH CASE MADE AND PROVIDED.


JUDGE

Dillon Magistrate Court
200 S. 5Th Avenue P O Box 1016
Dillon, SC 29536
Phone: (843) 774-1406 Fax: (843) 774-1453

August 31, 2011

COPY

DILLON COUNTY
MAGISTRATE

2016 OCT 25 PM 2 59

RECEIVED

STATE OF SOUTH CAROLINA
COUNTY OF DILLON

A. Greene Jr.
Greene & Huggins, PA
P.O. Box 1658
Dillon, SC 29536-1658

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the Court of the Dillon
Magistrate Court, located at 200 S. 5Th Avenue P O Box 1016 Dillon, SC 29536 on
September 26, 2011 at 10:00 AM to serve as a party in a Bench Trial in the case of:

RE: Shawn Bethea

Vs Shirley Mcrae Davis
Bank of America, N.A.
The Citizens Bank
Fleet Mortgage Group

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: 2011CV1710100987, Public Sale for a 2001 Pioneer Mobile
Home PH1124GA17807A/B model #PH11.

HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN
SUCH CASE MADE AND PROVIDED.


JUDGE

Dillon Magistrate Court
200 S. 5Th Avenue P O Box 1016
Dillon, SC 29536

Phone: (843) 774-1406 Fax: (843) 774-1453

August 31, 2011

DILLON COUNTY
MAGISTRATE COURT
2016 OCT 25 PM 2 59

RECEIVED

COPY



CURRENT TITLE

VIN PH1124GA17807A1B
New/Used:

Year: 2001 Make: PION
Empty Weight: 999000

Model: PH11

BS MBH

Title Number: 000000050089438
Purchase Date: 12/01/2000
Odometer: 0
Vehicle Brands:
None.

Status: CURRENT TITLE
Issue Date: 12/01/2000
Legend: EXEMPT

Dup:N
Salvage %: 0

Owner Number: 21582463
Owner Name: DAVIS, SHIRLEY MCRAE
Owner Relationship:
Owner Address: 1317 GORDONVILLE CT DILLON SC, 295367782

Prior Title State: Prior Title Number:
Lien No: 1
Lien Holder Name: ALLIANCE FUNDING
Lien Holder Address: 1 RAMLAND RD ORANGEBURG NY, 109622606
Lien Date: 09/14/2000 Lien Satisfaction Date:

2016 OCT 29 PM 2:09
DILLON COUNTY
MAGISTRATE

End of Report

Certified to be a true and correct
copy of the original document on file
with the South Carolina Department of
Motor Vehicles.

Vehicle Services Deputy Director

HEARING BEING held within 30 days at the Dillon County Magistrate's Office to apply for a title to a 2001 Pionner mobile home, model PH11, Style Malt, vin- PH1124GA17807AIBVCS1453237 2 located at 1317 Gordonville Ct, Dillon, SC 29536

RECEIVED
2016 OCT 25 PM 3 00
DILLON COUNTY
MAGISTRATE

69-139 lots

2001

REAL PROPERTY RECORD CARD
SOUTH CAROLINA COUNTY Willson

Map No. 69-139 District 80 Geographical Area Willson

78:
2006
2002:
2002:

TITLE OF OWNERSHIP	DEED BOOK	DEED PAGE	ACRES OR LOTS	PLAT BOOK	PLAT PAGE	DATE OF SALE	SALE PRICE	MAILING ADDRESS
<u>Lloyd & Cora Lee Meekins</u>	<u>294</u>	<u>50</u>	<u>9.26</u>	<u>25</u>	<u>131</u>	<u>11/2/01</u>	<u>20,000</u>	<u>1114 E. Gordon St. (Willson)</u>
<u>Bibley McRae (Warris)</u>	<u>334</u>	<u>57</u>	<u>1 lot</u>	<u>29</u>	<u>174</u>	<u>11/2/01</u>	<u>9,500</u>	<u>211 S. 3rd St. (Willson, C. 215)</u>
<u>Lafayette National Bank</u>	<u>350</u>	<u>203</u>	<u>1 lot</u>	<u>29</u>	<u>194</u>	<u>6/20/01</u>	<u>\$5,286.77</u>	<u>1 Barclay & Co. Orangeburg 2147</u>
<u>Shawn L. Bethea</u>	<u>351</u>	<u>123</u>	<u>1 lot</u>	<u>29</u>	<u>174</u>	<u>11/2/01</u>	<u>\$32,500</u>	<u>1317 Gordonville Court Willson SC 29526</u>

TRUE COPY

RECEIVED
2016 OCT 25 PM 3:00
DILLON COUNTY
MAGISTRATE

PROPERTY LOCATION: S. Side Gordonville Court
Lot #4 Plat 28/180

LEGAL DESCRIPTION: Acres 1 / Lots 1 Subdivision Gordonville

Block Tract Other MH

APPRAISAL AND ASSESSMENT RECORD

YEAR	APPRAISED VALUE					ASSESSED VALUE				
	19	19	19	19	19	19	19	19	19	19
LAND										
BUILDINGS										
TOTAL										

REMARKS: 2001: all combined w/ land for tax purposes

SOUTH CAROLINA
Dillon COUNTY

MANUFACTURED HOUSING AFFIDAVIT

NOW COMES THE UNDERSIGNED, and after being duly sworn deposes and says:

1. That Shirley McRae Davis is/are the owner(s) of the following described manufactured home: 2001 Pioneer Serial No. PH1124CA17807A/B
2. That said manufactured home was purchased by Affiant(s) on the 14th day of September, ~~XX~~ 2000 from E-Z Home Sales whose address is 1717 Hwy. 301 South, Dillon, SC 29536
3. That Affiant(s) (has/have) no knowledge of any liens or security interest against said manufactured home, except such liens and security interest as may be set forth on Exhibit A attached hereto and incorporated herein by reference.
4. That Shirley McRae Davis is/are the owner(s) of a certain tract or parcel of land located in Dillon County, South Carolina as more particularly on the attached Exhibit B.
5. That the wheels, axles and towbar of the manufactured home described in Item 1 above have been permanently removed from said manufactured home.
6. That the manufactured home described in Item 1 above has been placed on and affixed to a permanent foundation located on the real property described in the attached Exhibit B.
7. That permanent underpinning, roofing, porches, patios, and other permanent structures have been added to the manufactured home and real property.
8. That the manufactured home has been permanently connected to water, sewer and other utilities serving the property described in the attached Exhibit B.
9. That the Affiant(s) expressly intend(s) that the manufactured home described in Item 1 above be permanently affixed to the real property described in attached Exhibit B, so as to constitute and become a part of said real property.
10. That the Affiant(s) make(s) this Affidavit to Investors Title Insurance Company as part of the consideration and to induce Investors Title Insurance Company to provide title insurance to Alliance Funding, a Division of Superior Bank FSB (lender) for a loan from Lender to Affiant(s) secured by the real property described in attached Exhibit B and the manufactured home described in Item 1 above as permanently affixed to said real property.

MAGISTRATE

DILLON COUNTY

IN WITNESS WHEREOF, the undersigned have set their hand(s) and seal(s), this 14th day of September, ~~XX~~ 2000.

00 3 03 02 100 9107

Shirley McRae Davis (Seal)
Owner of Property, Shirley McRae Davis

SWORN TO AND BEFORE ME THIS
14th DAY OF SEPTEMBER, 2000.

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: 02/03/2010

SCHEDULE "A"

THE LENDER IS AS FOLLOWS:

ALLIANCE FUNDING, A DIVISION OF SUPERIOR BANK FSB
ONE RAMLAND ROAD
ORANGEBURG, NEW YORK 10962

RECEIVED
2016 OCT 25 PM 3 00
DILLON COUNTY
MAGISTRATE

SCHEDULE "B"

All that certain piece, parcel or lot of land, situate, lying and being in the County of Dillon, State of South Carolina, containing .46 acres and is shown and designated as Lot #4 on a map or plat of Gordonville Subdivision, prepared by Pittman-Leeson Survey Company on November 1, 1997 and duly recorded in the Office of the Clerk of Court for Dillon County in Plat Book 28 at Page 180; said plat is incorporated into and made a part of this description by reference. Said Lot #4 measures and is bounded as follows, to wit: on the North, measuring 108.50 feet, by Gordonville Court; on the West, measuring 180.08 feet, by Lot #5 on said map; on the South, measuring 108.88 feet, by land of St. Marks Baptist Church, Inc.; and on the East, measuring 189.29 feet, by Lot #3 on said plat. Reference is hereby craved to a Survey for Shirley McRae Davis prepared by Phillip B. Culbreth dated September 5, 2000, and duly recorded in the Office of the Clerk of Court for Dillon County in Plat Book _____ at Page _____.

The above described property is a portion of the property heretofore conveyed to Lloyd Meekins and Cora Lee Meekins by deed dated October 2, 1997 and duly recorded in the Office of the Clerk of Court for Dillon County in Deed Book 294 at Page 50.

Tax Map #:69-00-00-139

Property subject to Restrictive Covenants

DILLON COUNTY
MAGISTRATE

2016 OCT 25 PM 3 00

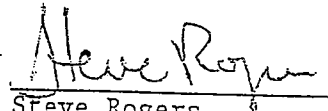
RECEIVED

DATE: SEPTEMBER 27, 2000

RE: ADDING MH TO PROPERTY CARD IN ORDER TO RECEIVE ONE TAX NOTICE

It appears from the public records that SHIRLEY MCRAE-DAVIS
(is) (are) the owners of the real property described as Dillon County
Tax Map Number 069-00-00-139 and one ~~19~~^{XX} 2001 PIONEER
Mobile Home, Serial No. PH1124GA17807A/B.

Based upon the foregoing and upon the Manufactured Housing
Affidavit attached, the undersigned will cause said home to be listed on
the same tax notice as the land referred to herein.


Steve Rogers
Dillon County Tax Assessor

PS

PLEASE KEEP IN MIND THAT THESE TRANSACTIONS WILL NOT OCCUR UNTIL
2001 TAX YEAR BECAUSE THAT IS WHEN THE LAND AND MOBILE HOME WILL
APPEAR ON THE TAX RECORDS. ALSO, THIS MOBILE HOME WILL NOT BE DE-
TITLED. IT WILL STILL BE CLASSED AS SUCH. IT IS ONLY BEING ADDED
WITH THE LAND SO THAT THE PROPERTY OWNER CAN RECEIVE ONE TAX NOTICE
INSTEAD OF TWO.

RECEIVED
2016 OCT 25 PM 3 00
DILLON COUNTY
MAGISTRATE

CIA PO 2012-CP-17

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bank of America, C.A.
 P.O. Box 32624
 Charlotte, N.C. 28232

2. Article Number
 (Transfer from service) 7010 3090 0000 6979 3479

PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X *J. Garner* Agent Addressee

B. Received by (Printed Name)
F. Garner

C. Date of Delivery
 8/22/11

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

Box 32624

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

Domestic Return Receipt 102595-02-M-1540

DILLON COUNTY
 MAGISTRATE

2016 OCT 25 PM 3 00

RECEIVED

Exhibit B 3 of 3

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

The Citizens Bank
 209 East Main Street
 Lake City S.C. 29560

2. Article Number

(Transfer from service number) 7010 3090 0000 6979 3455

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Lynn Cockfield

Agent
 Addressee

B. Received by (Printed Name)

LYNN COCKFIELD

C. Date of Delivery

8-22-11

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Certified Mail
- Registered
- Insured Mail
- Express Mail
- Return Receipt for Merchandise
- C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Fleet Mortgage Group
 P.O. Box 100562
 Florence S.C. 29501-0562

2. Article Number

(Transfer from service number) 7010 3090 0000 6979 3462

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [Signature]

Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

AUG 22 2011

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Certified Mail
- Registered
- Insured Mail
- Express Mail
- Return Receipt for Merchandise
- C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes



DILLON COUNTY
MAGISTRATE

2016 OCT 25 PM 3 00

RECEIVED



SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES

0017 Dillon
1705 HWY 301 SOUTH
DILLON, SC 295360000

Receipt of Fees Paid
09/26/2011 15:25:27

22276059
BETHEA, SHAWN LEE
1317 GORDONVILLE CT
DILLON, SC 295367782

Reference No: 75479862

Services:

Customer Name
BETHEA, SHAWN LEE

Service Description VIN

OUT OF STATE TITLE PH1124GA17807A/B

Identifier

770170239031660

Amount

\$15.00

Donate Life SC:

\$0.00

Total Fees Due:

\$15.00

Payments:

Cash

Total Payments:

\$20.00

\$20.00

Change Due:

\$5.00

9-26-2011
Request for
title search

MAGISTRATE
DILLON COUNTY
Visit our web site at www.scdmvonline.com

2016 OCT 25 PM 3 00

* Refunds will be initiated for overpayments of \$1.00 or more
9/26/2011

RECEIVED

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bank of America, F.A.
 P.O. Box 32624
 Charlotte, N.C. 28232

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 J. Garner Agent
 Addressee

B. Received by (Printed Name) *F. Garner* C. Date of Delivery *8/22/11*

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

Box 32624

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from carrier)

7010 3090 0000 6979 3479

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Fleet Mortgage Group
 P.O. Box 100562
 Florence S.C. 29501-0562

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 James A. Fikro Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

AUG 22 2011

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service number)

7010 3090 0000 6979 3462

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

The Citizens Bank
 209 East Main Street
 Lake City S.C. 29560

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Lynn Colquhoun Agent
 Addressee

B. Received by (Printed Name) *LYNN COLQUHOUN* C. Date of Delivery *8-22-11*

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

*MAGISTRATE
DILTON COUNTY*

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service number)

7010 3090 0000 6979 3455

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

GRANT B. SMALDONE

ATTORNEY AT LAW
4 CARRIAGE LANE, SUITE 204
CHARLESTON, SOUTH CAROLINA 29407

LAW OFFICE OF GRANT B. SMALDONE, LLC
GRANT@GBSLAWFIRM.COM

TEL. (843) 808-2100
FAX (843) 589-1288

August 19th, 2016

RECEIVED

NOV 03 2016


SC Court of Appeals

Re: Shawn Bethea, Foreclosure Case, Dillon County

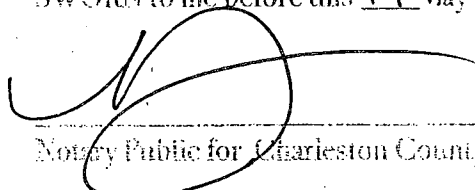
PERSONALLY APPEARED BEFORE ME, Grant B. Smaldone, who after being duly sworn, states the following:

I was present with Shawn Bethea and Glenn Green Jr. at a foreclosure hearing on or about March 19th, 2015. The hearing was held at the office of Harry Easterling in Bennettsville, South Carolina. Harry Easterling was the special referee in the the foreclosure action. Although Attorney Glenn Green was present in the lobby, the Special Referee did not permit Mr. Green to access the room where the hearing was held.

FURTHER THE AFFIANT SAYS WITH NOT

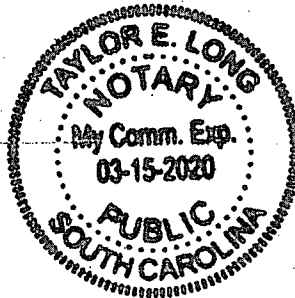

Grant B. Smaldone

SWORN to me before this 19 day of August, 2016



Notary Public for Charleston County, SC

My Commission Expires 3-15-20



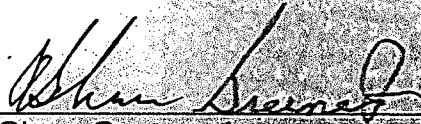
STATE OF SOUTH CAROLINA

COUNTY OF DILLON

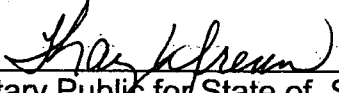
AFFIDAVIT

PERSONALLY appeared before me the undersigned, who upon being duly sworn, deposes and states as follows:

That I, A. Glenn Greene, Jr., was subpoenaed on two (2) separate occasions to appear before a Special Referee Hearing concerning a mobile home Shawn Bethea was purchasing that was under mortgage foreclosure by Bank of America. That I appeared at the two (2) Special Referee Hearings; however, I was not allowed to testify on behalf of Shawn Bethea.


A. Glenn Greene, Jr.

SWORN to and subscribed before me
This 15th day of August, 2016.


Notary Public for State of South Carolina
My Commission Expires: 07/26/21

RECEIVED

NOV 03 2016

SC Court of Appeals

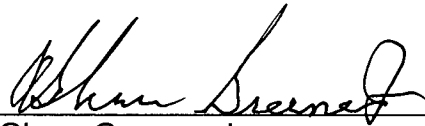
STATE OF SOUTH CAROLINA

COUNTY OF DILLON

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who upon being duly sworn, deposes and states as follows:

That I, A. Glenn Greene, Jr., was subpoenaed on two (2) separate occasions to appear before a Special Referee Hearing concerning a mobile home Shawn Bethea was purchasing that was under mortgage foreclosure by Bank of America. That I appeared at the two (2) Special Referee Hearings; however, I was not allowed to testify on behalf of Shawn Bethea.



A. Glenn Greene, Jr.

SWORN to and subscribed before me
This 15th day of August, 2016.



Notary Public for State of South Carolina
My Commission Expires: 07/26/21

Article Six of the United States Constitution

From Wikipedia, the free encyclopedia

~~Article Six of the United States Constitution establishes the laws and treaties of the United States made in accordance with it as the supreme law of the land, forbids a religious test as a requirement for holding a governmental position and holds the United States under the Constitution responsible for debts incurred by the United States under the Articles of Confederation.~~



Wikisource has original text related to this article:
Article VI of the United States Constitution

Contents

- 1 Text
- 2 Debts
- 3 Supremacy
- 4 Oaths
- 5 References
- 6 External links

ACERTIFIED
TRUE COPY

CLERK OF COURT
DILLON COUNTY

CLERK OF COURT
DILLON COUNTY

2016 SEP 26 PM 1:37

FILED
GWENT T. HYATT

RECEIVED

Text

NOV 03 2016

SC Court of Appeals

All Debts contracted and Engagements entered into, before the Adoption of this Constitution, shall be as valid against the United States under this Constitution, as under the Confederation.

This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.

~~X~~ The Senators and Representatives before mentioned, and the Members of the several State Legislatures, and all executive and judicial Officers, both of the United States and of the several States, shall be bound by Oath or Affirmation, to support this Constitution; but no religious Test shall ever be required as a Qualification to any Office or public Trust under the United States.^[1]

Debts

The first clause of the Article provides that debts contracted prior to the adoption of the Constitution remain valid, as they were under the Articles of Confederation.

Supremacy

~~X~~ Clause two provides that the Constitution, federal laws made pursuant to it and treaties made under its authority, constitute the supreme law of the land. It provides that state courts are bound by the supreme law; in case of conflict between federal and state law, the federal law must be applied. Even state constitutions are subordinate to

The Supreme Court under John Marshall was influential in construing the supremacy clause. It first ruled that it had the power to review the decisions of state courts allegedly in conflict with the supreme law, claims of "state sovereignty" notwithstanding. In *Martin v. Hunter's Lessee* (1816), the Supreme Court confronted the Chief Justice of Virginia, Spencer Roane, who had previously declared a Supreme Court decision unconstitutional and refused to permit the state courts to abide by it. The Court upheld the Judiciary Act, which permitted it to hear appeals from state courts, on the grounds that Congress had passed it under the supremacy clause.

The Supreme Court has also struck down attempts by states to control or direct the affairs of federal institutions. *McCulloch v. Maryland* (1819) was a significant case in this regard. The state of Maryland had levied a tax on banks not chartered by the state; the tax applied, state judges ruled, to the Bank of the United States chartered by Congress in 1816. Marshall wrote that "the States have no power, by taxation or otherwise, to retard, impede, burden, or in any manner control, the operations of the constitutional laws enacted by Congress to carry into execution the powers vested in the general government." United States property is wholly immune to state taxation, as are government activities and institutions. Congress may explicitly provide immunity from taxation in certain cases, for instance by immunizing a federal contractor. Federal employees, however, may not be immunized from taxes, as the tax would not in any way impede government activities.

Gibbons v. Ogden (1824) was another influential case involving the supremacy clause. The state of New York had granted Aaron Ogden a monopoly over the steamboat business in the Hudson River. The other party, Thomas Gibbons, had obtained a federal permit under the Coastal Licensing Act to perform the same task. The Supreme Court upheld the federal permit. John Marshall wrote, "The nullity of an act, inconsistent with the Constitution, is produced by the declaration, that the Constitution is the supreme law. The appropriate application of that part of the clause which confers the same supremacy on laws and treaties, is to such acts of the State legislatures as do not transcend their powers, but though enacted in the execution of acknowledged State powers, interfere with, or are contrary to the laws of Congress, made in pursuance of the Constitution, or some treaty made under the authority of the United States. In every such case, the act of Congress, or the treaty, is supreme; and the law of the State, though enacted in the exercise of powers not controverted, must yield to it."

Reid v. Covert (1957) ruled that no branch of the United States Government can have powers conferred upon it by treaty that have not been conferred by the United States Constitution.

Oaths

Federal and state legislators, executive officers and judges are, by the third clause of the article, bound by oath or affirmation to support the Constitution. Congress may determine the form of such an oath. In *Ex parte Garland* (1866), the Supreme Court held that a test oath would violate the Constitution, so it invalidated the law requiring the following oath:

I, A. B., do solemnly swear (or affirm) that I have never voluntarily borne arms against the United States since I have been a citizen thereof; that I have voluntarily given no aid, countenance, counsel, or encouragement to persons engaged in armed hostility thereto; that I have neither sought nor accepted, not attempted to exercise the functions of any office whatever, under any authority or pretended authority in hostility to the United States; that I have not yielded a voluntary support to any pretended government, authority, power, or constitution with the United States, hostile or inimical thereto...

The Supreme Court found that the law constituted an unconstitutional *ex post facto* law, for it retroactively punished the offenses mentioned in the oath by preventing those who committed them from taking office.

CRIMINAL APPEALS

RECEIVED

NOV 03 2016

SC Court of Appeals

14. Appeals

a. Magistrate Courts

Any person convicted of any offense by a magistrate may appeal the sentence to the Court of Common Pleas for that county. (§18-3-10). The appellant shall file the notice of appeal with the clerk of the circuit court and shall serve notice of appeal upon the magistrate who tried the case and upon the designated agent for the prosecuting agency or attorney who prosecuted the case within ten days after sentencing and state the grounds for his appeal (§18-3-30). If a defendant makes a motion for a new trial within ten (10) days as provided in § 22-3-1000, and the motion is denied the time for appeal is extended to thirty days. § 22-3-1000 provides: "[A] motion for a new trial may not be heard unless made within ten days from the rendering of the judgment. The right of appeal from the judgment exists for thirty days after the rendering of the judgment. A magistrate's order of restitution may be appealed within thirty days. The order of restitution may be appealed separately from an appeal, if any, relating to the conviction."

Payment of any fine imposed by the magistrate will not bar an appeal. Appeal lies only from a final judgment of the magistrate, as opposed to an interlocutory order from which no appeal lies. Upon service of the notice of appeal on the magistrate, the magistrate shall admit the defendant to bail if he so demands. (§18-3-50). The conditions of bail are that the defendant appear at the court appealed to until final judgment is rendered, that he abide by this judgment and that he be of good behavior pending final disposition of the case.

When a defendant is convicted of an offense which requires suspension or revocation of his or her driver's license (see b. Offenses Requiring Revocation or Suspension of Drivers' Licenses under No. 13 Sentencing), and the defendant appeals the conviction, the appeal acts as a supersedeas and stays such suspension or revocation for 6 months. See § 56-1-430 which provides: "Upon conviction of an offense making mandatory the suspension or revocation of the driver's license of the person so convicted, an appeal taken from such conviction shall act as a supersedeas so as to preclude for a period of six months from the date of conviction, any such suspension or revocation." Under § 56-1-430, the stay is for only 6 months. "Prompt disposition of appeal required to set aside conviction. Defendant was charged with knowledge of the time limit imposed on the magistrate for filing the record and of the sixty-day supersedeas provided by this section and having failed to take any step toward effecting a prompt disposition of his appeal, he was not entitled to have his conviction set aside and the charges against him dismissed." *State v. Adams*. 244 S.C. 323, 137 S.E.2d 100 (S. C. 1964). See also Opinion No. 3681 of Attorney General dated January 2, 1974. "The failure of a magistrate or recorder to file a return so that the appeal can be heard does not entitle the defendant to a stay of license suspension or dismissal of the charge. His remedy is to apply for an order of mandamus to require the trial judge to file the return." 1974 S.C. Op. Atty. Gen. 12. "Appeal from a conviction of reckless homicide stays suspension of the defendant's driver's license for sixty days only." 1965-66 Ops. Atty. Gen., No. 2116, p 226.

The magistrate is required to file a copy of the notice of appeal with the clerk of court within ten days of service, together with the record, a statement of all the proceedings in the case, a list of the witnesses and the substance of their testimony, taken at the trial as provided in §22-3-790. (§18-3-40). The clerk then places the case upon the motion calendar of the Court of Common Pleas. (§18-3-60). The appeal is not "de novo." That is, the appeal is heard on the grounds of exceptions and the record of the magistrate without the examination of the witnesses. The circuit court will affirm, reverse, or modify the magistrate's sentence as it sees fit. § 18-3-70. However, if the circuit court finds the magistrate's return to be inadequate, the circuit court judge may direct the magistrate to do an amended return, and may do so as often as may be necessary. The circuit court judge may.

also compel the magistrate to comply with his or her order. § 18-7-80. See also: Chapman v. Computers, Parts & Repairs, 334 S.C. 387, 513 S.E.2d 120 (Ct. App. 1999).

b. Municipal Court

Any person convicted of any offense by a municipal court may appeal the sentence to the Court of Common Pleas. (§14-25-95). The appellant must serve the notice of intention to appeal upon the municipal judge or the clerk of the municipal court within ten days of sentencing and state the grounds for his appeal. If a defendant makes a motion for a new trial within ten (10) days as provided in § 22-3-1000, and the motion is denied, the time for appeal is extended to thirty days. § 22-3-1000 provides: "[A] motion for a new trial may not be heard unless made within ten days from the rendering of the judgment. The right of appeal from the judgment exists for thirty days after the rendering of the judgment." A judge's "order of restitution may be appealed within thirty days. The order of restitution may be appealed separately from an appeal, if any, relating to the conviction."

Payment of any fine imposed by the municipal court will not bar an appeal. Appeal lies only from final judgment of the court, as opposed to an interlocutory order, from which no appeal lies. Upon service of the notice of intention to appeal on the municipal judge or clerk of the municipal court, the municipal court shall admit the defendant to bail. The conditions of bail are that the defendant appear and defend at the next term of the Court of Common Pleas or pay the fine assessed. § 14-25-95.

When a defendant is convicted of an offense which requires suspension or revocation of his or her driver's license (see b. Offenses Requiring Revocation or Suspension of Drivers' Licenses under No. 13 Sentencing), and the defendant appeals the conviction, the appeal acts as a supersedeas and stays such suspension or revocation for 6 months. See § 56-1-430 which provides: "Upon conviction of an offense making mandatory the suspension or revocation of the driver's license of the person so convicted, an appeal taken from such conviction shall act as a supersedeas so as to preclude for a period of six months from the date of conviction, any such suspension or revocation." Under § 56-1-430, the stay is for only 6 months. "Prompt disposition of appeal required to set aside conviction. Defendant was charged with knowledge of the time limit imposed on the magistrate [municipal judge] for filing the record and of the sixty-day supersedeas provided by this section [Code 1962 Section 46-189] (now § 56-1-430) and having failed to take any step toward effecting a prompt disposition of his appeal, he was not entitled to have his conviction set aside and the charges against him dismissed." State v. Adams, 244 S.C. 323, 137 S.E.2d 100 (S.C. 1964). See also Opinion No. 3681 of Attorney General dated January 2, 1974. "The failure of a magistrate or recorder to file a return so that the appeal can be heard does not entitle the defendant to a stay of license suspension or dismissal of the charge. His remedy is to apply for an order of mandamus to require the trial judge to file the return." 1974 S.C. Op. Atty. Gen. 12. "Appeal from a conviction of reckless homicide stays suspension of the defendant's driver's license for sixty days only." 1965-99 Ops. Att'y. Gen., No. 2116, p 226.

The municipal court judge is required to make a return to the Court of Common Pleas, consisting of a written report of the charges, the proceedings, a list of the witnesses, the substance of their testimony, and the sentence of judgment. When the testimony has been taken by a reporter, the return shall include the reporter's transcript of the testimony. The return shall be filed with the Clerk of Court of Common Pleas of the county in which the trial was held. The Clerk of Court of Common Pleas then places the case on the motion calendar. The appeal is not "de novo." That is, the appeal is heard on the grounds of exceptions and the record of the municipal court without examination of witnesses. The circuit court will affirm, reverse, or modify the sentence of the municipal court as it deems fit. However, if the circuit court finds the municipal judge's return to be inadequate, the circuit court judge may direct the municipal judge to do an amended return, and may do so as often as may be necessary. The circuit court judge may also compel the municipal judge to comply with his or her order. § 18-7-80.



(<https://www.cornell.edu>)Cornell University Law School (<http://www.lawschool.cornell.edu/>)Search Cornell (<https://www.cornell.edu/search/>)

Federal Rules of Civil Procedure (/rules/frcp) › TITLE VII. JUDGMENT (/rules/frcp/title_VII)

RECEIVED

Rule 59. New Trial; Altering or Amending a Judgment

NOV 03 2016

SC Court of Appeals**(a) IN GENERAL.**

(1) *Grounds for New Trial.* The court may, on motion, grant a new trial on all or some of the issues—and to any party—as follows:

(A) after a jury trial, for any reason for which a new trial has heretofore been granted in an action at law in federal court; or

(B) after a nonjury trial, for any reason for which a rehearing has heretofore been granted in a suit in equity in federal court.

(2) *Further Action After a Nonjury Trial.* After a nonjury trial, the court may, on motion for a new trial, open the judgment if one has been entered, take additional testimony, amend findings of fact and conclusions of law or make new ones, and direct the entry of a new judgment.

(b) **TIME TO FILE A MOTION FOR A NEW TRIAL.** A motion for a new trial must be filed no later than 28 days after the entry of judgment.

(c) **TIME TO SERVE AFFIDAVITS.** When a motion for a new trial is based on affidavits, they must be filed with the motion. The opposing party has 14 days after being served to file opposing affidavits. The court may permit reply affidavits.

(d) **NEW TRIAL ON THE COURT'S INITIATIVE OR FOR REASONS NOT IN THE MOTION.** No later than 28 days after the entry of judgment, the court, on its own, may order a new trial for any reason that would justify granting one on a party's motion. After giving the parties notice and an opportunity to be heard, the court may grant a timely motion for a new trial for a reason not stated in the motion. In either event, the court must specify the reasons in its order.

(e) **MOTION TO ALTER OR AMEND A JUDGMENT.** A motion to alter or amend a judgment must be filed no later than 28 days after the entry of the judgment.

NOTES

(As amended Dec. 27, 1946, eff. Mar. 19, 1948; Feb. 28, 1966, eff. July 1, 1966; Apr. 27, 1995, eff. Dec. 1, 1995; Apr. 30, 2007, eff. Dec. 1, 2007; Mar. 26, 2009, eff. Dec. 1, 2009.)

NOTES OF ADVISORY COMMITTEE ON RULES—1937

This rule represents an amalgamation of the petition for rehearing of [former] Equity Rule 69 (Petition for Rehearing) and the motion for new trial of U.S.C., Title 28, §391 [see 2111] (New trials; harmless error), made in the light of the experience and provision of the code States. Compare Calif.Code Civ.Proc. (Deering, 1937) §§656–663a, U.S.C., Title 28, §391 [see 2111] (New trials; harmless error) is thus substantially continued in this rule. U.S.C., Title 28, [former] §840 (Executions; stay on conditions) is modified insofar as it contains time provisions inconsistent with *Subdivision (b)*. For the effect of the motion for new trial upon the time for taking an appeal see *Morse v. United States*, 270 U.S. 151 (1926); *Aspen Mining and Smelting Co. v. Billings*, 150 U.S. 31 (1893).

For partial new trials which are permissible under *Subdivision (a)*, see *Gasoline Products Co., Inc. v. Champlin Refining Co.*, 283 U.S. 494 (1931); *Schuerholz v. Roach*, 58 F.(2d) 32 (C.C.A.4th, 1932); *Simmons v. Fish*, 210 Mass. 563, 97 N.E. 102, Ann.Cas.1912D, 588 (1912) (sustaining and recommending the practice and citing Federal cases and cases in accord from about sixteen States and *contra* from three States). The procedure in several States provides specifically for partial new trials. Ariz.Rev.Code Ann. (Struckmeyer, 1928) §3852; Calif.Code Civ.Proc. (Deering, 1937) §§657, 662; Ill.Rev.Stat. (1937) ch. 110, §216 (par. (f)); Md.Ann.Code (Bagby, 1924) Art. 5, §§25, 26; Mich.Court Rules Ann. (Searl, 1933) Rule 47, §2; Miss.Sup.Ct. Rule 12, 161 Miss. 903, 905 (1931); N.J.Sup.Ct. Rules 131, 132, 147, 2 N.J.Misc. 1197, 1246–1251, 1255 (1924); 2 N.D.Comp.Laws Ann. (1913), §7844, as amended by N.D.Laws 1927, ch. 214.

NOTES OF ADVISORY COMMITTEE ON RULES—1946 AMENDMENT

Subdivision (b). With the time for appeal to a circuit court of appeals reduced in general to 30 days by the proposed amendment of Rule 73(a), the utility of the original "except" clause, which permits a motion for a new trial on the ground of newly discovered evidence to be made before the expiration of the time for appeal, would have been seriously restricted. It was thought advisable, therefore, to take care of this matter in another way. By amendment of Rule 60(b), newly discovered evidence is made the basis for relief from a judgment, and the maximum time limit has been extended to one year. Accordingly the amendment of Rule 59(b) eliminates the "except" clause and its specific treatment of newly discovered evidence as a ground for a motion for new trial. This ground remains, however, as a basis for a motion for new trial served not later than 10 days after the entry of judgment. See also Rule 60(b).

As to the effect of a motion under subdivision (b) upon the running of appeal time, see amended Rule 73(a) and Note.

Subdivision (e). This subdivision has been added to care for a situation such as that arising in *Boaz v. Mutual Life Ins. Co. of New York* (C.C.A.8th, 1944) 146 F.(2d) 321, and makes clear that the district court possesses the power asserted in that case to alter or amend a judgment after its entry. The subdivision deals only with alteration or amendment of the original judgment in a case and does not relate to a judgment upon motion as provided in Rule 50(b). As to the effect of a motion under subdivision (e) upon the running of appeal time, see amended Rule 73(a) and Note.

The title of Rule 59 has been expanded to indicate the inclusion of this subdivision.

NOTES OF ADVISORY COMMITTEE ON RULES—1966 AMENDMENT

By narrow interpretation of Rule 59(b) and (d), it has been held that the trial court is without power to grant a motion for a new trial, timely served, by an order made more than 10 days after the entry of judgment, based upon a ground not stated in the motion but perceived and relied on by the trial court sua sponte. *Freid v. McGrath*, 133 F.2d 350 (D.C.Cir. 1942); *National Farmers Union Auto. & Cas. Co. v. Wood*, 207 F.2d 659 (10th Cir. 1953); *Bailey v. Slentz*, 189 F.2d 406 (10th Cir. 1951); *Marshall's U.S. Auto Supply, Inc. v. Cashman*, 111 F.2d 140 (10th Cir. 1940), cert. denied, 311 U.S. 667 (1940); but see *Steinberg v. Indemnity Ins. Co.*, 36 F.R.D. 253 (E.D.La. 1964).

The result is undesirable. Just as the court has power under Rule 59(d) to grant a new trial of its own initiative within the 10 days, so it should have power, when an effective new trial motion has been made and is pending, to decide it on grounds thought meritorious by the court although not advanced in the motion. The second sentence added by amendment to Rule 59(d) confirms the court's power in the latter situation, with provision that the parties be afforded a hearing before the power is exercised. See 6 *Moore's Federal Practice*, par. 59.09[2] (2d ed. 1953).

In considering whether a given ground has or has not been advanced in the motion made by the party, it should be borne in mind that the particularity called for in stating the grounds for a new trial motion is the same as that required for all motions by Rule 7(b)(1). The latter rule does not require ritualistic detail but rather a fair indication to court and counsel of the substance of the grounds relied on. See *Lebeck v. William A. Jarvis Co.*, 250 F.2d 285 (3d Cir. 1957); *Tsai v. Rosenthal*, 297 F.2d 614 (8th Cir. 1961); *General Motors Corp. v. Perry*, 303 F.2d 544 (7th Cir. 1962); cf. *Grimm v. California Spray-Chemical Corp.*, 264 F.2d 145 (9th Cir. 1959); *Cooper v. Midwest Feed Products Co.*, 271 F.2d 177 (8th Cir. 1959).

NOTES OF ADVISORY COMMITTEE ON RULES—1995 AMENDMENT

The only change, other than stylistic, intended by this revision is to add explicit time limits for filing motions for a new trial, motions to alter or amend a judgment, and affidavits opposing a new trial motion. Previously, there was an inconsistency in the wording of Rules 50, 52, and 59 with respect to whether certain post-judgment motions had to be filed, or merely served, during the prescribed period. This inconsistency caused special problems when motions for a new trial were joined with other post-judgment motions. These motions affect the finality of the judgment, a matter often of importance to third persons as well as the parties and the court. The Committee believes that each of these rules should be revised to require filing before end of the 10-day period. Filing is an event that can be determined with certainty from court records. The phrase "no later than" is used—rather than "within"—to include post-judgment motions that sometimes are filed before actual entry of the judgment by the clerk. It should be noted that under Rule 5 the motions when filed are to contain a certificate of service on other parties. It also should be noted that under Rule 6(a) Saturdays, Sundays, and legal holidays are excluded in measuring the 10-day period, but that Bankruptcy Rule 9006(a) excludes intermediate Saturdays, Sundays, and legal holidays only in computing periods less than 8 days.

COMMITTEE NOTES ON RULES—2007 AMENDMENT

The language of Rule 59 has been amended as part of the general restyling of the Civil Rules to make them more easily understood and to make style and terminology consistent throughout the rules. These changes are intended to be stylistic only.

COMMITTEE NOTES ON RULES—2009 AMENDMENT

Former Rules 50, 52, and 59 adopted 10-day periods for their respective post-judgment motions. Rule 6(b) prohibits any expansion of those periods. Experience has proved that in many cases it is not possible to prepare a satisfactory post-judgment motion in 10 days, even under the former rule that excluded intermediate Saturdays, Sundays, and legal holidays. These time periods are particularly sensitive because Appellate Rule 4 integrates the time to appeal with a timely motion under these rules. Rather than introduce the prospect of uncertainty in appeal time by amending Rule 6(b) to permit additional time, the former 10-day periods are expanded to 28 days. Rule 6(b) continues to prohibit expansion of the 28-day period.

Former Rule 59(c) set a 10-day period after being served with a motion for new trial to file opposing affidavits. It also provided that the period could be extended for up to 20 days for good cause or by stipulation. The apparent 20-day limit on extending the time to file opposing affidavits seemed to conflict with the Rule 6(b) authority to extend time without any specific limit. This tension between the two rules may have been inadvertent. It is resolved by deleting the former Rule 59(c) limit. Rule 6(b) governs. The underlying 10-day period was extended to 14 days to reflect the change in the Rule 6(a) method for computing periods of less than 11 days.

Changes Made after Publication and Comment. The 30-day period proposed in the August 2007 publication is shortened to 28 days.

Taxonomy upgrade extras

civil procedure (/taxonomy/term/232)

◀ Rule 58. Entering Judgment (/rules/frcp/rule_58)

up
(/rules/frcp/title_VII)

Rule 60. Relief from a Judgment or Order › (/rules/frcp/rule_60)



Toolbox

LII on your phone:  (https://itunes.apple.com/us/app/lawlibe/id403807492)

- [Wex: Civil Procedure: Overview \(/wex/civil_procedure\)](#)

32

139

www.oshkosh.com

www.oshkosh.com

Find a Lawyer

SPONSORED LISTINGS

P-R-E-M-I-U-M

Robert Fredrick Goings (<https://lawyers.law.cornell.edu/lawyer/robert-fredrick-goings-1496369>)



[ers.law.cornell.edu/lawyer/robert-](https://lawyers.law.cornell.edu/lawyer/robert-)

Columbia, SC

(803) 350-9230 (tel:8033509230)

Personal Injury, Products Liability, Workers' Compensation, Insurance Claims, Medical Malpractice, Intellectual Property, Civil Rights, Business...

[website](#)

[email](#)

[profile](#)

[About LII](#)

[\(/lii/about/about_lii\)](#)

[Contact us](#)

[\(/lii/about/contact_us\)](#)

[Advertise here \(/lii/help_out/sponsor\)](#)

[Help](#)

[\(/lii/help\)](#)

[Terms of use](#)

[\(/lii/terms/documentation\)](#)

[Privacy](#)

[\(/lii/terms/privacy_policy\)](#)

[LII] ⁽¹⁾

**RULE 55
DEFAULT**

a) **Entry.** When a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend as provided by these rules and that fact is made to appear by affidavit or otherwise, the clerk shall enter is default upon the calendar (file book).

RECEIVED

b) **Judgment.** Judgment by default may be entered as follows:

(1) Cases Involving Liquidated Damages or Sum Certain Amounts. When the claim of a party seeking judgment by default is for a liquidated amount, a sum certain or a sum which can by computation be made certain, the judge, upon motion or application of the party seeking default, and upon affidavit of the amount due, shall enter judgment for that amount and costs against the party against whom judgment by default is sought, if that party has been defaulted for failure to appear and if such party is not a minor or incompetent person. A verified pleading may be used in lieu of an affidavit when the pleading contains information sufficient to determine or compute the sum certain.

(2) All Other Cases. In all other cases, the party entitled to a judgment by default shall apply to the court therefor; but no judgment by default shall be entered against a minor or incompetent person unless represented in the action by a guardian ad litem who has appeared therein. If the party against whom judgment by default is sought has appeared in the action, the party (or, if appearing by representative, the party's representative) shall be served with written notice of the motion or application for judgment at least 3 days prior to the hearing on such application. If, in order to enable the court to enter judgment or to carry it into effect, it is necessary to take an account or to determine the amount of damages or to establish the truth of any averment by evidence or to make an investigation of any other matter, the court may conduct such hearing or order such references as it deems necessary and proper and shall accord a right of trial by jury to the parties if a proper demand therefor has been made pursuant to Rule 38 and not withdrawn, or when and as required by any statute. Pursuant to Rule 5(a), notice of any trial or hearing on unliquidated damages shall also be given to parties in default by first class mail to the last known address of such party whether or not such party has appeared in the action.

(3) Attorneys Fees. If a party seeks to recover attorneys fees in connection with a default judgment, a hearing pursuant to subdivision (b)(2) of this rule shall be required unless: (i) the party seeking attorneys fees specifies in the motion for default judgment that such motion includes a request that the court award attorneys fees and also files an affidavit of attorneys fees; (ii) notice of such motion and affidavit is provided to the defaulted party by first class mail to the last known address of such party; and (iii) no objection is filed by the opposing party within 10 days of service of such motion and affidavit.

(4) Judgments After Service by Publication; Affidavit; Undertaking. In actions for the recovery of money only, when the summons has been served by publication and the defendant is a non-resident of the State, no default judgment shall be rendered unless the plaintiff or his agent at or before the time of making the application for judgment shall have been examined on oath respecting any payments that have been made to the plaintiff or any one for his use on account of the demand mentioned in the complaint, and shall show by affidavit that an attachment has been issued in the action and levied upon property belonging to the defendant, which affidavit shall contain a specific description of such property, and a statement of its value and shall be filed with proof of publication. Before judgment is rendered the plaintiff shall, unless the court in its discretion dispenses with the same, cause to be filed an undertaking in such amount as shall be ordered by the court with security to be approved by the court or the clerk thereof, that the plaintiff will abide the order of the court touching the restitution of any estate or effects which may be directed by such judgment to be transferred or delivered, or the restitution of any money that may be collected under, or by virtue of, such judgment, in event the defendant or his representative shall apply and be admitted to defend the action and shall succeed in such defense.

c) **Setting Aside Default.** For good cause shown the court may set aside an entry of default and, if a judgment by default has been entered, may likewise set it aside in accordance with Rule 60(b).

o the judgment by default is a plaintiff, a third-party plaintiff, or a party who has pleaded a cross-claim or counterclaim. In all cases a judgment by default is subject to the limitations of Rule 54(c).

e) Judgment Against the State and Certain Other Parties. No judgment by default shall be entered against the State of South Carolina or an officer or agency thereof, against minors, incompetents, or parties to a suit for divorce or annulment of marriage or against a party upon whom service of summons was made by publication, and who did not subsequently make appearance in the action, or in any in rem action, unless the claimant establishes his claim to relief by evidence satisfactory to the Court.

Note:

These Rules 55(a) and 55(b)(1) are drawn from Federal Rule 55 with two changes. This Rule 55(a) requires that the Court enter all judgments by default and preserves Circuit Rule 15. Federal Rule 55(b) permits the Clerk to enter judgments by default for sums certain, if there has been no appearance, and if the defendant is not a minor or incompetent person; and that provision was deleted. The language directing the Clerk to enter the default upon the calendar and a reference to Rule 38, Jury Trial of Right, is added. These changes clarify, but do not change, the operation of the Rule.

This Rule 55(b)(2) does not appear in the Federal Rule. It is added to preserve Circuit Court Rule 38, requiring attachment of property against which the money judgment may be collected, when defendant has not been personally served and does not appear in the action.

Rules 55(c) and 55(d) are identical to the Federal Rules. Rule 55(e) has been modified to make reference to State government, and add all minors, incompetents, and divorce and annulment actions, to the category of cases in which the claimant must establish the claim by evidence in the event of default.

Note to 1986 Amendment:

This amendment includes in rem actions in those which the court takes proof on the value of the claim, to insure that a default judgment in any in rem action is limited to the value of the claim rather than the value of the property seized.

Note to the 1998 Amendment:

The language of Rule 55(b)(1) is new and is based on the federal rule. The phrase "liquidated damages" contained in the first sentence was added since this is the terminology which has traditionally been used in South Carolina. The last sentence relating to verified pleadings is not contained in the federal rule.

The language of Rule 55(b)(2) is substantially the language of Rule 55(b)(1) prior to these amendments with the addition of the last sentence. The last sentence simply incorporates the notice requirements of Rule 5(a) into the text of this rule.

Rule 55(b)(3) is new and has no counterpart in the federal rules. It provides a procedure for requesting attorneys fees as part of a default judgment. Rule 55(b)(4) is the language of Rule 55(b)(2) prior to these amendments.

Note to 1999 Amendment:

The 1998 Amendments to Rule 55 gave a clerk of court authority to enter default judgments in cases where judgment is sought for a liquidated amount or for a sum certain. These amendments remove that authority and provide that default judgments, regardless of the nature of the damages being sought, may only be entered by a judge.

Gregory S. Forman, P.C.

Charleston Family Law Attorney
& Certified Family Court Mediator

Blog

What does default mean in South Carolina family court?

Posted Wednesday, July 7th, 2010 by Gregory Forman

Filed under Litigation Strategy, Of Interest to Family Law Attorneys, South Carolina Specific

South Carolina Family Court Rule 17(a) (<http://www.judicial.state.sc.us/courtReg/displayRule.cfm?ruleID=17.0&subRuleID=&ruleType=FAM>), appears to mitigate some of the harsher consequences under the South Carolina Rules of Civil Procedure for a failure to file a timely answer. Therefore most family law attorneys treat default in family court as a non issue. Perhaps we shouldn't.

South Carolina Rule of Civil Procedure 12(a) (<http://www.judicial.state.sc.us/courtReg/displayRule.cfm?ruleID=12.0&subRuleID=&ruleType=CIV>), directs that "[a] defendant shall serve his answer within 30 days after the service of the complaint upon him..." Rule 55(a) (<http://www.judicial.state.sc.us/courtReg/displayRule.cfm?ruleID=55.0&subRuleID=&ruleType=CIV>), SCRCP describes the procedure to be employed when an opposing party fails to serve a timely answer to a complaint or reply to a counterclaim:

When a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend as provided by these rules and that fact is made to appear by affidavit or otherwise, the clerk shall enter his default upon the calendar (file book)

Rule 55(b) (<http://www.judicial.state.sc.us/courtReg/displayRule.cfm?ruleID=55.0&subRuleID=&ruleType=CIV>), SCRCP then authorizes the court to enter a judgment of default.

Rule 17(a) (<http://www.judicial.state.sc.us/courtReg/displayRule.cfm?ruleID=17.0&subRuleID=&ruleType=FAM>), SCRFC, limits the use of default as it allows that even a defendant who has failed to file an answer "may be heard at the merits hearing on issues of custody of children, visitation, alimony, support, equitable distribution, and counsel fees." However this family court rule clearly allows for defaults. See, Rule 17(b) (<http://www.judicial.state.sc.us/courtReg/displayRule.cfm?ruleID=17.0&subRuleID=&ruleType=FAM>), SCRFC ("**Default.** In domestic relations matters, the provisions of Rule 55 (<http://www.judicial.state.sc.us/courtReg/displayRule.cfm?ruleID=55.0&subRuleID=&ruleType=CIV>), SCRCP, regarding orders of default shall be made in the final order issued by the family court.")

So does it mean anything to be in default in family court? Many attorneys believe not. There are no reported decisions interpreting these portions of Rule 17 (<http://www.judicial.state.sc.us/courtReg/displayRule.cfm?ruleID=17.0&subRuleID=&ruleType=FAM>), SCRFC. However, in my limited experience, judges interpret this rule as allowing an in-default defendant to testify, but not call witnesses, and to defend claims for attorney's fees, but not affirmatively seek attorney's fees.

This becomes relevant when an in-default defendant retains counsel. While I am loath to put a represented party in default, and uniformly grant opposing counsel the one-time thirty day extension to answer or reply that Rule 6(b) (<http://www.judicial.state.sc.us/courtReg/displayRule.cfm?ruleID=6.0&subRuleID=&ruleType=CIV>), SCRCP authorizes, I have no qualms about putting a *pro se* defendant in default. If that defendant hires counsel after I have filed and served an affidavit of default, I uniformly deny requests to let that defendant out of default unless opposing counsel convinces me there is good cause under Rule 55(c) (<http://www.judicial.state.sc.us/courtReg/displayRule.cfm?ruleID=55.0&subRuleID=&ruleType=CIV>).

ruleID=55.0&subRuleID=&ruleType=CIV) or Rule 60(b) (<http://www.judicial.state.sc.us/courtReg/displayRule.cfm?ruleID=60.0&subRuleID=&ruleType=CIV>), SCRCP, that might allow the family court to let the defendant out of default.

Despite the limitations that Rule 17(a) (<http://www.judicial.state.sc.us/courtReg/displayRule.cfm?ruleID=17.0&subRuleID=&ruleType=FAM>), SCRFC, creates on defaults in family court, the ability to prevent a defendant from calling witnesses or seeking attorney's fees is powerful enough that I routinely set my calendar to place a defendant in default if no answer has been served the business day after thirty days from service. I encourage my fellow family law practitioners to be cognizant of the use of default in South Carolina family court.

Like 0 **G+1**

Print PDF (<http://www.printfriendly.com>)
Tags: Family Court Procedure , Litigation Strategy

6 Responses to "What does default mean in South Carolina family court?"

Bill Barr says:
July 13, 2010 at 9:30 am

Greg,
What about SCRCP Rule 55(c). The standard for setting aside an entry of default is less stringent than a motion to set aside a default judgment under SCRCP Rule 60(b), ie interest of justice prejudice to the opposing party.
Per Rule 17(b), since the entry of default is not taken until the final order, then it would appear that one could file a late answer even though an affidavit of default has been filed since there is no entry of default.
Would one have to file a SCRCP 6(b) motion to file a late answer if opposing counsel would not agree?
Bill

Rating: -1 (from 1 vote)

Reply

Gregory Forman says:
July 13, 2010 at 10:04 am

Bill,
You are correct and I updated the blog to note that.

Rating: 0 (from 0 votes)

Reply

Ryan Phillips says:
December 21, 2010 at 1:32 pm

Greg, obviously this is an old post, but timely for a custody case in which the defendant will be in default tomorrow. Is it possible that Rule 17(a), SCRFC, is referring to a situation where the defendant has not timely pled, but the plaintiff does not request that the defendant be put in default? Instead, it could be contemplating a case where the defendant does not answer, and the plaintiff simply moves forward with a final hearing and forgoes the default route. Considering subsection (a) of the rule doesn't even use the word "default," maybe it's something worth considering...

Rating: +1 (from 1 vote)

Reply

Ryan Phillips says:

December 22, 2010 at 2:41 pm

Well, I may have answered my own question. Rule 2(a), SCRFC, specifically provides that Rule 55, SCRCP, does not apply in domestic actions. That is interesting in itself, considering Rule 17, SCRFC, references Rule 55, SCRCP.

Rating: 0 (from 0 votes)

Reply

glen evans says:

June 7, 2012 at 8:07 pm

In a civil action can a defendant answer a summons and complaint fourteen months late and after a Motion for Default has been filed. I am reading in this blog yes they can but in other places it is said that a answer is not allowed after the plaintiff files a motion for default. Which is it?

Rating: 0 (from 0 votes)

Reply

Connie says:

April 25, 2014 at 11:18 am

In a one year separation divorce, no children, The defendant did not answer when served by the Sheriff. The defendant was served by mail for the hearing and did not appear. The divorce was granted. 3 months later the judge vacated the divorce order because the defendant claimed she was not served properly. What rights does this defendant actually have at a final divorce hearing? Do I have to file again for a hearing or wait for further action from the judge?

Rating: 0 (from 0 votes)

Reply

RECEIVED

CIVIL APPEALS

NOV 03 2016

SC Court of Appeals

6. Appeals

Any person may appeal the judgment of the magistrate's court to the circuit court of the county in which the judgment was rendered. A party may appeal from a judgment in a magistrate's court without having made a motion for a new trial with the magistrate, but once such a motion for a new trial is made, an appeal of the judgment is not properly made until refusal of the motion.

a. Restriction Of Action During Appeal

During the time allowed for the filing of the appeal, or if an appeal is pending, no sale shall be made on any execution until the expiration of time for appeal or until the appeal is heard and decided or dismissed. (§ 22-3-310). In actions for the claim and delivery of personal property when bond for the property claimed has been properly given by either party, the status of such property shall not be changed until after the expiration of the time for appeal or termination of the appeal. (§ 22-3-310). In cases in which a bond with surety to cover the amount of judgment and costs is issued by a party, the appeal acts as a supersedeas, and no executions may issue until the appeal is terminated. (§ 18-7-10). In residential landlord actions, the filing of a bond stays the execution of judgment pending the outcome of an appeal. (§ 27-40-800).

In instances in which a bond must be paid in any civil proceeding, the bond should be paid to the clerk of court of the county in which the magistrate holds office. (§§ 15-1-230 and 15-1-260).

b. Effecting the Appeal

The party appealing, the appellant, must serve a notice of appeal upon both the magistrate and the opposing party, or respondent, within thirty days of receipt of notice of the judgment, order, or decision from which the appeal is taken. In addition, the appellant must serve the notice of appeal on the clerk of court and pay the appropriate filing fee. (Rule 74, SCRCPP) (See §8-21-310(11)(a) for the amount of the filing fee, plus the \$50 additional fee required by §14-1-204(b)(1).)

If the appellant appeared at trial and the judge announced the final judgment in his presence, written notice of the judgment is not required in order to start the running of the thirty day period. If the appellant failed to appear at trial, or the judge failed to announce the final judgment in the appellant's presence, the thirty day period begins to run only after appellant's receipt of written notice of the judgment, order, or decision. (§ 18-7-20). If a motion for a new trial is properly made within the prescribed ten day period pursuant to § 22-3-1000, but refused, the right of appeal exists for thirty days after receipt of written notice of the refusal, during which time the notice of appeal must be served.

c. Service of Notice of Appeal

The notice of appeal must be served upon the opposing party pursuant to Rule 5, SCRCPP within the time limit previously discussed. The magistrate should be served with a notice so that the return may be prepared and transmitted to the clerk of the circuit court in a timely fashion. This procedure is clearly anticipated by Rule 75, SCRCPP.

When a party is represented by an attorney, the notice of appeal must be served upon the attorney unless the court orders service directly upon the party. The attorney or party is served by delivery of the notice of appeal to him or mailing it to him at his last known address.

If no address is known, the notice may be left with the clerk of court. Delivery of the notice of appeal can be accomplished by handing the notice to the attorney or the party, or by leaving it at his office with someone in charge. If no one is in charge of the office, service can be accomplished by leaving the notice in a conspicuous place in the office. When the office is closed or the attorney or party to be served does not have an office, service may be accomplished by leaving the notice of appeal at his dwelling place or usual place of abode with some person of suitable age and discretion then residing therein. (Rule 5(b)(1), SCRCP).

d. Contents of Notice of Appeal

The notice of appeal should contain a general statement of the grounds upon which the appeal is founded. It should state in what particular or particulars the appellant claims the judgment should have been more favorable to him. If the appeal is based on disagreement with the amount of the judgment, the appellant must state what the amount should have been. (§ 18-7-30).

e. Return by the Magistrate

The magistrate, within 30 days after service of the notice of appeal, must make a return to the circuit court of the original record consisting of a list of the witnesses, their testimony, the proceedings, and the judgment, and file the return with the clerk of the circuit court. (Rule 75, SCRCP). The clerk of the magistrates court must certify the return before transmitting it to the clerk of the circuit court. If the magistrates court does not have a clerk, the magistrate must certify the return. (Rule 75, SCRCP). When a magistrate by whom a judgment appealed from shall have gone out of office, or have been removed to another county of the State, he shall make a return as if he were still in office in that county. (§§ 18-7-70 and 18-7-90). If the magistrate should die, become insane (or otherwise incapacitated) or be outside of the State before having made a return, the circuit court may examine witnesses on oath as to the facts and circumstances of the trial or judgment and thereby determine the appeal as if a return had been received. (§ 18-7-90).

If the return of the magistrate should be defective, the circuit court may order a further or amended return as often as is necessary (§ 18-7-80), or if the magistrate continually fails to respond to a request for an adequate return, the case may be remanded and a new trial ordered. Chapman v. Computers, Parts & Repairs, 334 SC 387, 513 S.E.2d 120 (1994); A & I, Inc. v. Gore, 366 S.C. 233, 621 S.E.2d 383 (Ct. App. 2005).

f. Offers of Revision and Allowance

Section 18-7-100 permits the respondent to offer in writing to the appellant and the magistrate a correction of the judgment. This section should be examined for the time periods and procedures in the event such an offer is made.

Either party pursuant to § 18-7-110 may, at any time before trial of the appeal, offer to the other party (in writing) an accommodation by allowing judgment against him in a certain sum. This section should be examined when the need arises.

g. Judgment on Appeal

Upon hearing the appeal, the circuit court may give judgment according to the justice of the case, without regard to technical errors and defects not affecting the merits. (§ 18-7-170).



Dillon County Fourth Judicial Circuit Public Index



[Dillon County Home Page](#) [South Carolina Judicial Department Home Page](#) [SC.GOV Home Page](#)

Switch View

Shawn Bethea VS Shirley Mcrae Davis

Case Number:	2011CV1710100987	Court Agency:	Dillon Magistrate Court	Filed Date:	08/31/2011
Case Type:	Civil	Case Sub Type:	Public Sale	File Type:	
Status:	Disposed	Assigned Judge:	Rogers, James Francis "Tip"		
Disposition:	Find for Plaintiff	Disposition Date:	09/26/2011	Disposition Judge:	Rogers, James Francis "Tip"
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Bethea, Shawn	Civil Public Sale Hearing	Event		09/26/2011-10:00	09/26/2011-17:00	
Bethea, Shawn	Notice For Sale	Action		08/31/2011-09:45	09/26/2011-09:45	
Bethea, Shawn	Archived Court Summons	Filing		08/31/2011-00:00	09/26/2011-00:00	
Bethea, Shawn	Archived Public Sale Notice	Filing		08/31/2011-00:00	09/26/2011-00:00	
Bethea, Shawn	Archived Public Sale Notice	Filing		08/31/2011-00:00	09/26/2011-00:00	
Bethea, Shawn	Archived Court Summons	Filing		08/31/2011-00:00	09/26/2011-00:00	
Bethea, Shawn	Archived Public Sale Notice	Filing		08/31/2011-00:00	09/26/2011-00:00	

CMSWeb 6.1 © 2013 South Carolina Judicial Department • All rights reserved

RECEIVED

NOV 03 2016

SC Court of Appeals



Dillon County Fourth Judicial Circuit Public Index



[Dillon County Home Page](#) [South Carolina Judicial Department Home Page](#) [SC.GOV Home Page](#)

Switch View

Shawn Bethea VS Shirley Mcrae Davis

Case Number:	2011CV1710100987	Court Agency:	Dillon Magistrate Court	Filed Date:	08/31/2011
Case Type:	Civil	Case Sub Type:	Public Sale	File Type:	
Status:	Disposed	Assigned Judge:	Rogers, James Francis "Tip"		
Disposition:	Find for Plaintiff	Disposition Date:	09/26/2011	Disposition Judge:	Rogers, James Francis "Tip"
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Bethea, Shawn	Civil Public Sale Hearing	Event		09/26/2011-10:00	09/26/2011-17:00	
Bethea, Shawn	Notice For Sale	Action		08/31/2011-09:45	09/26/2011-09:45	
Bethea, Shawn	Archived Court Summons	Filing		08/31/2011-00:00	09/26/2011-00:00	
Bethea, Shawn	Archived Public Sale Notice	Filing		08/31/2011-00:00	09/26/2011-00:00	
Bethea, Shawn	Archived Public Sale Notice	Filing		08/31/2011-00:00	09/26/2011-00:00	
Bethea, Shawn	Archived Court Summons	Filing		08/31/2011-00:00	09/26/2011-00:00	
Bethea, Shawn	Archived Public Sale Notice	Filing		08/31/2011-00:00	09/26/2011-00:00	

CMSWeb 6.1 © 2013 South Carolina Judicial Department • All rights reserved

RECEIVED

NOV 03 2016

SC Court of Appeals



Dillon County Fourth Judicial Circuit Public Index



[Dillon County Home Page](#) [South Carolina Judicial Department Home Page](#) [SC.GOV Home Page](#)

Switch View

Shawn Bethea VS Shirley Mcrae Davis

Case Number:	2011CV1710100987	Court Agency:	Dillon Magistrate Court	Filed Date:	08/31/2011
Case Type:	Civil	Case Sub Type:	Public Sale	File Type:	
Status:	Disposed	Assigned Judge:	Rogers, James Francis "Tip"		
Disposition:	Find for Plaintiff	Disposition Date:	09/26/2011	Disposition Judge:	Rogers, James Francis "Tip"
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Click the icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
Bank Of America, N.A.	P.O. Box 32624 Charlotte NC 28232				Lienholder		08/31/2011
<input checked="" type="checkbox"/> Bethea, Shawn	1317 Gordonville Court Dillon SC 29536				Plaintiff		04/30/2012
Davis, Shirley Mcrae	1317 Gordonville Court Dillon SC 29536				Defendant		08/31/2011
Fleet Mortgage Group	P.O. Box 100562 Florence SC 295010562				Lienholder		08/31/2011
<input checked="" type="checkbox"/> Greene, A. Glenn Jr.	229 Maple St. Latta SC 29565				Plaintiff Attorney		02/17/2016
The Citizens Bank	209 East Main St., Lake City SC 29560				Lienholder		08/31/2011

RECEIVED

NOV 03 2016

SC Court of Appeals



Dillon County Fourth Judicial Circuit Public Index



[Dillon County Home Page](#) [South Carolina Judicial Department Home Page](#) [SC.GOV Home Page](#)

Switch View

Shawn Bethea VS Shirley Mcrae Davis

Case Number:	2011CV1710100987	Court Agency:	Dillon Magistrate Court	Filed Date:	08/31/2011
Case Type:	Civil	Case Sub Type:	Public Sale	File Type:	
Status:	Disposed	Assigned Judge:	Rogers, James Francis "Tip"		
Disposition:	Find for Plaintiff	Disposition Date:	09/26/2011	Disposition Judge:	Rogers, James Francis "Tip"
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties **Judgments** **Tax Map Information** **Associated Cases** **Actions** **Financials**

Click the icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
Bank Of America, N.A.	P.O. Box 32624 Charlotte NC 28232				Lienholder		08/31/2011
<input checked="" type="checkbox"/> Bethea, Shawn	1317 Gordonville Court Dillon SC 29536				Plaintiff		04/30/2012
Davis, Shirley Mcrae	1317 Gordonville Court Dillon SC 29536				Defendant		08/31/2011
Fleet Mortgage Group	P.O. Box 100562 Florence SC 295010562				Lienholder		08/31/2011
<input checked="" type="checkbox"/> Greene, A. Glenn Jr.	229 Maple St. Latta SC 29565				Plaintiff Attorney		02/17/2016
The Citizens Bank	209 East Main St., Lake City SC 29560				Lienholder		08/31/2011

RECEIVED
NOV 03 2016
SC Court of Appeals



BROOKER LAW FIRM

POST OFFICE BOX 1450
FLORENCE SOUTH CAROLINA 29503-1450

(843) 679-0056
BROOKERLAWFIRM@AOL.COM

RECEIVED

NOV 03 2016

SC Court of Appeals

Tuesday, January 19, 2016

TO WHOM IT MAY CONCERN:

I represented Shawn Bethea in reference to a licensing dispute he had with the South Carolina Law Enforcement Division (SCLED). Mr. Bethea was of the opinion that the licensing dispute was personally motivations by members of SCLED deprive him of his ability to work as an private investigator in the State of South Carolina. Mr. Bethea has expressed to me on multiple occasions that he has no confidence in SLED's ability to imparitally investigate any matter involving him.

Furthermore, Mr. Bethea has a pending claim against the Dillon County Sheriff Departmeh related to the arrest and charge of Mr. Bethea by the Dillon County Sheriff's Department. Mr. Bethea's relationship with the Dillon County Sheriff Department has been contincious in the past. Mr. Bethea has expressed to me his lack of confidence in the ability of the Dillon Sheriff Department to impartially investigate any dispute involving himself.

Sincerley,

Thurmond Brooker, Esq.

cc: Shawn Bethea



Moorish Americans

Aboriginal and Indigenous Natural Peoples of Northwest Amexem
Northwest Africa / North America / 'The North Gate'

RECEIVED

NOV 03 2016

SC Court of Appeals

Writ in the Nature of Discovery and Disclosure

From: Shawn Bethea -Bey
1317 Gordonville Ct (S.B.)
Dillion Territory
Via South Carolina Republic
Via United States Republic, North America
Non-Domestic
Zip Exempt [29536]

Account Number:21876671
May, 5th 2015

A CERTIFIED
TRUE COPY
Shawn T. Hyatt
CLERK OF COURT
DILLON COUNTY

FILED
GWEN T. HYATT
2015 MAY 12 AM 8:47
CLERK OF COURT
DILLON COUNTY

To: BANK OF AMERICA REPRESENTATIVE OR ASSIGN
MI DELETION DEPTMENT, CA6-914-01-13
P. O. BOX 940848
SUN VALLEY, CA 93094-0848
United States Republic, North America

May 5th, 2015

Please mail or deliver to the Borrower, Shawn Bethea-Bey, the following evidence: Produce the Originals or Certified and Verified Official Copies of the Original Loan - Related Documents (papers, electronic and E-Mails, etc.) as stipulated by law. All of these Loan-related instruments adversely affect the associated 'Case' Number 12-CP-17-0060. BANK OF AMERICA HOME LOANS, N/A., Bank or its Assigns are 'Requested' to schedule a timely Meeting and opportunity for me, my Consul, and /or my CPA to makè a thorough Physical Inspection of the following Loan - related Documents, so as to enable the Borrower and his or her Consul, or CPA to physically Examine; to Verify; to Confirm; and to Witness the same for the Record.

This is a Lawful Demand and Request, and is hereby issued under the 'Rules of Discovery' and forwarded to its Assigns, according to Law and the 'Disclosure Rules'. This Request is forwarded to BANK OF AMERICA HOME LOANS, N/A., its Agency Personnel, and its Assigns; giving them Notice, and to inform them to set and arrange for a timely Meeting. The borrower will have witnesses present. The Meeting shall be set and concluded to effectuate the above - stated Physical Examinations and Witnessing of the requested Documents; with the same being orderly arranged, satisfied and concluded within Twenty (20) Days of the Receipt of this 'Notice of Discovery and Disclosure'.

BANK OF AMERICA HOME LOANS, N/A., and its Representatives or its Assigns are requested, 'For The Record' to produce the following Records, Information and Documents related to the Loan, noted with the Account Number 21876671; and the related Case Number 12-CP-17-0060, which is in controversy. The Discovery is to include of all the interdependent, inter-related, and associated Instruments attached thereto, and covering all the associated files from the initiation of the Loan up and unto the present:

1. BANK OF AMERICA HOME LOANS, N/A., Bank or its Assigns are hereby 'Requested' to produce the 'Original Promissory Note' as lawful proof and evidence (exposing the front and the back) and marked with the Account Number , with clear sig12-CP-17-0060 natures and evidence associated with the Original Loan, indicating the exchange of Substance or Specie alleged to have been issued from your BANK OF AMERICA HOME LOANS, N/A./Agency or Persons and given to the Borrower Shawn Bethea-Bey.
2. BANK OF AMERICAN HOME LOANS , N/A., Bank or its Assigns are hereby 'Requested' to produce any 'Allonge'; any 'Bill of Exchange'; and any other 'Promissory Note' (exposing the front and the back) complete with any 'Affixations' or 'Allocations' attached to the original 'Borrower's Promissory Note' and used for 'Endorsements'.
3. BANK OF AMERICA HOME LOANS, N/A., Bank or its Assigns are hereby 'Requested' to produce all Bookkeeping Journal Entries associated with the Loan bearing the Account Number 21876671, and given to the Borrower (Shawn Bethea-Bey). Include the complete names, the addresses, the locations, and the business contacts of all the acting Trustee(s) and / or the Surety Holders.

4. BANK OF AMERICA HOME LOANS, N/A., Bank or its Assigns are hereby 'Requested' to produce and to reveal the 'Deed of Trust' associated with the **Original Loan** issued from your Bank / Agency / Company / or Representative(s); and reveal all other notes related in any way to the Borrower (Shawn Bethea-Bey).
5. BANK OF AMERICA HOME LOANS, N/A., Bank or its Assigns are hereby 'Requested' to produce evidence of the '**Insurance Policy**' that was put in place on or against the Borrower's '**Promissory Note**' and associated with the **Loan** bearing the Account Number
6. BANK OF AMERICA HOME LOANS, N/A., Bank or its Assigns are hereby 'Requested' to produce all '**Call Reports**' and any other related '**Notes**' or instruments made or constructed for the entire period covering the **Loan**.
7. BANK OF AMERICA HOME LOANS, N/A., Bank or its Assigns are hereby 'Requested' to produce evidence of the original '**Deposit Slip**' issued for the **Deposit** of the Borrower's '**Promissory Note**' associated with the **Loan**.
8. BANK OF AMERICA HOME LOANS, N/A., Bank or its Assigns are hereby 'Requested' to produce the '**Original Order**' authorizing the withdrawal of **Funds** from the Borrower's '**Promissory Note**' Deposit Account.
9. BANK OF AMERICA HOME LOANS, N/A., Bank or its Assigns are hereby 'Requested' to produce the '**Account Number**' and source from which the money came to '**Fund**' the original '**Check**' given to the '**Borrower**'.
10. BANK OF AMERICA HOME LOANS, N/A., Bank or its Assigns are hereby 'Requested' to produce '**Verification**' evidence, and proof that the Borrower's '**Promissory Note**' was a '**Gift**' to the '**Lender**' from the **Borrower**; and that the same was disclosed to the Borrower (Shawn Bethea-Bey)
11. BANK OF AMERICA HOME LOANS, N/A., Bank or its Assigns are hereby 'Requested' to produce the full and complete '**Name**' and the '**Address**' of the current '**Holder**' of the Borrower's '**Promissory Note**' associated with the **Loan**.
12. BANK OF AMERICA HOME LOANS, N/A., Bank or its Assigns are hereby 'Requested' to produce the full and complete '**Names**' and the '**Addresses**' of the '**Lender's** **CPA** and '**Auditor**' or any other holder or record - keeper for the entire period covering the **Execution of the Mortgage or Loan**.

This Writ shall stand as firm and '**Lawful Evidence**' of the **Borrower's** exercising his or her 'due process' right to **Discovery and Disclosure**; and establishes '**For The Record**' an honorable and '**Good Faith**' attempt on his or her part to clear up any flawed entries; any **insensate misrepresentations**; or any other mis-prints, mistakes, or **confusion** concerning his or her intent to make clear, unvarnished, and corrective **resolutions** in this **Loan or Mortgage Foreclosure** matter, before accepting any vague assumptions, and before taking any further actions.

I (Shawn Bethea-Bey) am prepared to meet with you, or your authorized Bank, Company Representative(s), or Assigns forthwith. I will have attentive **Consul / Council** and **Witnesses** present, **for the Record**. BANK OF AMERICA HOME LOAN, N/A., and its Representative(s) or its Assigns have claimed to be a '**Secured Party-of-Interest**' in the '**Loan Account**' Number, 21876671 and the associated Case Number 12-CP-17-0060. Therefore the requisite, obligatory, documented and preserved records of the same are required by law to have been placed in '**Evidence**' by the Bank or its Assigns in order to lawfully initiate any court '**Action**'. Proof and documented evidence of that same evidence is also hereby formally requested.

A failure or any avoidance of complete answers by your Bank, Company, or Loan Officer(s) of BANK OF AMERICA HOME LOAN, N/A., or its Assigns to '**Respond**' to this lawful **Writ**; and a failure to responsibly answer all 12 of the clearly - specified, Loan - related requests herein listed, will be considered an affirmation that your Bank or Company Representative(s) have '**No Interest**' and '**No Claims**' in the **Loan** matter at hand BANK OF AMERICA HOME LOAN, N/A., or Company Representatives are required to answer this **Writ / Request** completely; and are to complete and return the same within the **allotted twenty (20) days of Receipt** of this lawful '**Writ in the Nature of Discovery and Disclosure**'. Any acts of diversion, redirection, or an incomplete or non-answered Response will be considered as an affirmation of disingenuous intent. And the said failure of Response to any or all of the specific twelve (12) above - noted issues shall constitute willful '**Non-Disclosure**' and **Default**. Such a failure of full Response will be deemed a '**Dishonor**' and a non-answer of this **Notice and Demand for Discovery and Disclosure**; voiding all and any claims made by BANK OF AMERICA HOME LOAN, N/A., or by its Representatives, Agents or Assigns.

Thank You,
I Am: Shawn Betha-Bey
Shawn Betha-Bey Authorized Representative
Natural Person, In Propria Persona:
Ex Relatione SHAWN L. BETHEA
All Rights Reserved: U.C.C. 1-207/ 1-308; U.C.C. 1-103
South Carolina Territory
c/o 1317 Gordonville Court
[Zip Exempt]
Non-Domestic

Cc: United Nations
Geneva Switzerland

United States Justice Department
United States Attorney General
Eric H. Holder

United States District Court for the District of Columbia
Washington D. C.

STATE OF SOUTH CAROLINA GOVERNOR
Nikki Haley

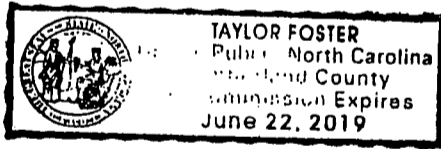
STATE OF SOUTH CAROLINA ATTORNEY GENERAL
Alan Wilson

STATE OF SOUTH CAROLINA SECRETARY OF STATE
Mark Hammond

STATE OF SOUTH CAROLINA COURT OF COMMON PLEAS JUDGE
Harry Easterling

STATE OF SOUTH CAROLINA PROSECUTOR'S OFFICE DILLION COUNTY
William B. Rodgers, Jr.

State of NC, County of Cumberland
Signed before me on this 5th day of May 2015
by Shawn Betha-Bey
Notary Public Taylor Foster





RECEIVED
 NOV 03 2016
 SC Court of Appeals



THE MOORISH NATIONAL REPUBLIC
THE MOORISH DIVINE AND NATIONAL MOVEMENT OF THE WORLD
Aboriginal and Indigenous Natural Peoples of North America

Affidavit of Fact
Writ of Discovery

Exhibit I: Re: Misrepresented Instrument – Bill of Attainder 12-CP17-0060

STATE OF SOUTH CAROLINA
 COURT OF COMMON PLEAS
 120 North Liberty Street
 BENNETSVILLE, SOUTH CAROLINA

Re: BILL OF ATTAINDER NO. 12-CP17-0060

May 5th, 2015

FILED
 GREN T. HYATT
 2015 MAY 12 AM 8:47
 CLERK OF COURT
 DILLON COUNTY

A CERTIFIED
 TRUE COPY
 Clerk of Court
 Dillon County

Pursuant to Article III, Section II of the United States Constitution Judicial Authority is vested in the Supreme Court or a lower court which has a "Certified Delegation of Authority Order". For the record, on the record, and let the record show forward a copy of the Superior Court GA 15 certified Delegation of Authority Order confirmed by Congress as a lawful and formal Discovery.

Let it be noted for the record, on the record and let the record show a response is required 21 days from receipt of this letter. If no copy of the Certified Delegation of Authority Order is received within the specified time frame this Affidavit of Fact - Writ of Discovery shall stand as Law affirming that this court does not have Jurisdiction as per Article III, Section II of the United States Constitution.

Furthermore I demand, as is my Constitutional / Treaty secured rights, a copy of the 'Oath of Office', Oath of Ethics, and Bond Number for all state/government officials, employees, Judges, prosecutors, agents, clerks, and anyone who has touched or is in anyway involved with this case per Article VI of the United States Republic Constitution and Article XI of the Constitution of the state of North Carolina.

"Where rights secured by the Constitution are involved, there can be no rule-making or legislation, which would abrogate them. Miranda v. Arizona 384 US 436, 125:"

"The claim and exercise of Constitutional Rights cannot be converted into a crime. Miller v. Kansas 230 F 2nd 486, 489: "

*"When acting to enforce a statue and its subsequent amendments to the present date, the judge of the municipal court is acting as an administrative officer and not in a judicial capacity; courts in administering or enforcing statues do not act judicially, but merely ministerially"
Thompson v Smith 154 SE 583*

" A judge ceases to sit as a judicial officer because the governing principle of administrative law provides that courts are prohibited from substituting their evidence, testimony, record, arguments, and rationale for that of the agency. Additionally, courts are prohibited from substituting their judgment for that of the agency. Courts in administrative issues are prohibited from even listening to or hearing arguments, presentations, or rational"

ASIS v US 568 F2d, 284

*"Ministerial officers are incompetent to receive grants of judicial power from the legislature, their acts in attempting to exerises such powers are necessarily nullities."
Burns v Sup Ct. SF, 140 Cal 1.*

For the record, on the record, and let the record show from where do you derive your authority and jurisdiction in this matter.

*"Once Challenged, jurisdiction cannot be assumed, it must be proved to exist."
Stucuk v Medical Examiners 94 Ca 2d 751.211,P2d 389.*

Thank You,

Sincerely Yours,

I Am: Shawn Bethea - Bey
Name: Natural Person, In Propria Persona, Authorized Representative.
All Rights Reserved

Witness: Shawn Bey
Name: Natural Person, In Propria Persona, Authorized Representative.
All Rights Reserved

State of NC, County of Cumberland
Signed before me on this 5th day of May 2015
by Shawn Bethea - Bey
Notary Public Taylor Foster

