

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED

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APPEAL FROM RICHLAND COUNTY
Circuit Court

SC Court of Appeals

D. Craig Brown, Circuit Court Judge

Case No.: 2016-001521

South State Bank, f/k/a SCBT, a South Carolina state chartered banking corporation, d/b/a
First Federal, a Division of SCBT..... Respondent,

v.

Three Amigos Land Co., LLC. A South Carolina limited liability company; River
City Storage, LLC, a Florida limited liability company; Ramco River City, Inc., a Michigan
corporation; Liberty River City Residential, LLC, a Florida limited liability company; Ramco
Jacksonville, LLC, a Michigan limited liability company; George M. Lee, III, an individual;
and Paul V. Degenhart an individual, Defendants.

Of whom Paul V Degenhart is the Appellant Appellant.

RECORD ON APPEAL

PAUL V. DEGENHART
2131 Park Street
Columbia, South Carolina 29201
(803) 771-6050
Pro Se Appellant

W. CLIFF MOORE, III
PO Box 2285
Columbia, SC 29202
803-513-4360
Attorney for Respondent

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Order Granting Defendant's Motion to dismiss dated June 27, 2012

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EX D

IN THE CIRCUIT COURT OF THE
FOURTH JUDICIAL CIRCUIT IN AND
FOR DUVAL COUNTY, FLORIDA

PLANTATION FEDERAL BANK,
a Federal Savings Bank,

Plaintiff,

vs.

CASE NO. 16-2011-CA-9521 XXXX-MA

DIVISION FC-D

THREE AMIGOS LAND CO., LLC,
a South Carolina limited liability company;
RIVER CITY STORAGE, LLC, a Florida
limited liability company; **RAMCO RIVER**
CITY, INC., a Michigan corporation;
LIBERTY RIVER CITY RESIDENTIAL,
LLC, a Florida limited liability company;
RAMCO JACKSONVILLE, LLC,
a Michigan limited liability company;
GEORGE M. LEE, III, an individual;
and **PAUL V. DEGENHART,** an individual,

Defendants.

ORDER GRANTING MOTION TO DISMISS
OF PAUL V. DEGENHART

This Cause came on to be heard upon the Motion to Dismiss filed by Defendant **PAUL V. DEGENHART** (the "Motion").

The Court, having considered the Motion and argument of counsel, it is hereby

ORDERED AND ADJUDGED as follows:

1. The Motion is **granted**.
2. The Plaintiff shall have ten (10) days from the date of this Order to file an amended complaint.

DONE AND ORDERED this _____ day of _____, 2012.

ORDER ENTERED

JUN 27 2012

/s/ JEAN JOHNSON

Circuit Court Judge

000002

Order Denying Motion for Rehearing or to amend dated June 27, 2014

000003

IN THE CIRCUIT COURT OF THE
FOURTH JUDICIAL CIRCUIT IN AND
FOR DUVAL COUNTY, FLORIDA

SCBT, a South Carolina state-chartered
banking corporation, d/b/a **FIRST FEDERAL**,
a Division of SCBT,

Plaintiff,

vs.

CASE NO. 16-2011-CA-9521 XXXX-MA

DIVISION FC-D

A TRUE COPY HEREOF
IN ABOVE CASE SIGNED

JUN 27 2014

Virginia Norton
Circuit Court Judge

THREE AMIGOS LAND CO., LLC,
a South Carolina limited liability company;
RIVER CITY STORAGE, LLC, a Florida
limited liability company; **RAMCO RIVER
CITY, INC.**, a Michigan corporation;
**LIBERTY RIVER CITY RESIDENTIAL,
LLC**, a Florida limited liability company;
RAMCO JACKSONVILLE, LLC,
a Michigan limited liability company;
GEORGE M. LEE, III, an individual;
and **PAUL V. DEGENHART**, an individual,

Defendants.

**ORDER DENYING DEFENDANT PAUL V. DEGENHART'S MOTION FOR
REHEARING OR TO AMEND AMENDED FINAL JUDGMENT FOR DEFICIENCY**

THIS MATTER was heard upon Defendant Paul V. Degenhart's Motion for Rehearing
or to Amend Amended Final Judgment for Deficiency (the "Motion"). The Court, having
considered the Motion, Plaintiff's Response to the Motion, and argument of counsel, it is hereby

ORDERED and ADJUDGED as follows:

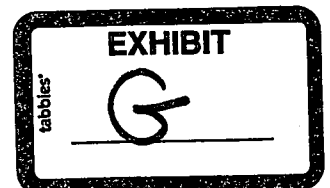
1. The Motion is **denied**.

DONE AND ORDERED in Chambers, in Duval County, Florida, this _____ day of
ORDER ENTERED
May, 2014.

JUN 27 2014

/s/ Virginia Norton

CIRCUIT JUDGE



Copies to:

E. Robert Meek, Esq.
Foley & Lardner LLP
One Independent Drive, Suite 1300
Jacksonville, Florida 32202-5017

Harrison W. Poole, Esq.
Poole & Poole, P.A.
P.O. Box 1280
Fernandina Beach, FL 32035

Paul V. Degenhart, *Pro Se*
2131 Park Street
Columbia, SC 29201

Order of the District Court of Appeals, First District filed February 12, 2015

000006

IN THE DISTRICT COURT OF APPEAL
FIRST DISTRICT, STATE OF FLORIDA

PAUL V. DEGENHART,

Appellant,

v.

NOT FINAL UNTIL TIME EXPIRES TO
FILE MOTION FOR REHEARING AND
DISPOSITION THEREOF IF FILED

CASE NO. 1D14-3374

SCBT, A SOUTH CAROLINA
STATE CHARTERED
BANKING CORPORATION
D/B/A FIRST FEDERAL, A
DIVISION OF SCBT.

Appellee.

Opinion filed February 12, 2015.

An appeal from the Circuit Court for Duval County.
Virginia Norton, Judge.

Paul V. Degenhart, pro se, Appellant.

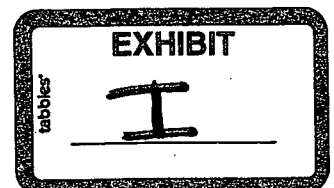
E. Robert Meek of Foley & Lardner LLP, Jacksonville; James A. McKee and Benjamin J. Grossman of Foley & Lardner, Tallahassee; and Harrison Wesley Poole of Poole & Poole, P.A., Fernandina Beach, for Appellee.

PER CURIAM.

AFFIRMED.

LEWIS, C.J., WOLF and ROBERTS, JJ., CONCUR.

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Order of the District Court of Appeals, First District Denying Rehearing, Clarification
and its Certification and Motion to dismiss filed March 18, 2015

000008

DISTRICT COURT OF APPEAL, FIRST DISTRICT
2000 Drayton Drive
Tallahassee, Florida 32399-0950
Telephone No. (850)488-6151

March 18, 2015

CASE NO.: 1D14-3374

L.T. No.: 16-2011-CA-9521-XXX

Paul V. Degenhart

v.

SCBT, a South Carolina state
chartered etc. etal

Appellant / Petitioner(s),

Appellee / Respondent(s)

BY ORDER OF THE COURT:

Appellant's motion filed February 23, 2015, for rehearing, clarification and certification is denied.

Appellant's motion to dismiss filed March 9, 2015, is denied.

I HEREBY CERTIFY that the foregoing is (a true copy of) the original court order.

Served:

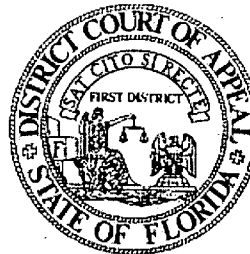
E. Robert Meek
Benjamin J. Grossman

James A. McKee
Paul V. Degenhart

Harrison Wesley Poole

jm


JOY S. WHEELER, CLERK



000009

Order of the District Court of Appeals, First District Denying Motion or Rehearing
filed April 24 2015

000010

DISTRICT COURT OF APPEAL, FIRST DISTRICT
2000 Drayton Drive
Tallahassee, Florida 32399-0950
Telephone No. (850)488-6151

April 24, 2015

CASE NO.: 1D14-3374
L.T. No.: 16-2011-CA-9521-XXX

Paul V. Degenhart

v.

SCBT, a South Carolina state
chartered etc. etal

Appellant / Petitioner(s),

Appellee / Respondent(s)

BY ORDER OF THE COURT:

Appellant's motion filed March 30, 2015, for rehearing, clarification and certification is denied.

I HEREBY CERTIFY that the foregoing is (a true copy of) the original court order.

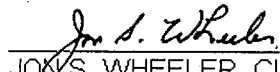
Served:

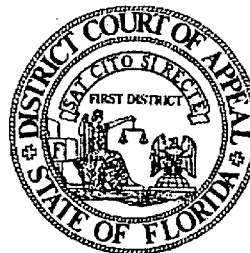
E. Robert Meek
Benjamin J. Grossman

James A. McKee
Paul V. Degenhart

Harrison Wesley Poole

jm


JOY S. WHEELER, CLERK



000011

Order Staying Enforcement filed March 4 2015

000012

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

FORM 4

JUDGMENT IN A CIVIL CASE

FILED
LH S4/9AS
MAR 23 2015
050589-000020

South State Bank

Three Amigos Land Co LLC

First Federal

River City Storage LLC

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: _____

Attorney for : ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other _____
- ☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____
- ☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk :

final
Stayed pending ruling by FL appellate court

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
		\$
		\$
		\$

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.

Circuit Court Judge

[Signature]

Judge Code *017*

Date *3/4/15*

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this *18* day of *Mar* 20*15* to attorneys of record or to parties (when appearing pro se) as follows:

Lana Hancock Sims IV

W. Cliff Moore III

Paul V Degenhart

Paul V Degenhart

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

Clerk of Court

[Signature: Janelle W. ...]

Order Lifting Stay filed July 30, 2015

000014

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NUMBERS: 2014-CP-40-05683

South State Bank

Three Amigos Land Co., LLC, et al.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: _____

Attorney for : ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. No suit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

ORDER INFORMATION

Plaintiff's Motion to Lift Stay is GRANTED. This case may proceed.

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE PUBLIC 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
		\$
		\$
		\$

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

Circuit Court Judge Al Shree Lee Judge Code 2118 Date 8/29/2015

For Clerk of Court Office Use Only

This judgment was entered on the 31 day of July, 2015 and a copy mailed first class or placed in the appropriate attorney's box on this 31 day of July, 2015 to attorneys of record or to parties (when appearing pro se) as follows:

W. Cliff Moore, III
ATTORNEY(S) FOR THE PLAINTIFF(S)

Paul V. Degenhart, pro se
ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter _____

Clerk of Court Jeanette W. McBride

Order denying motion for relief from Foreign Judgment and Order or Entry of
Judgment against Paul V Degenhart only filed June 28 2016

000016

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

JUDGMENT IN A CIVIL CASE

CASE NUMBER: 2014CP4005683

South State Bank

Three Amigos Land Co LLC

First Federal

River City Storage LLC

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: _____

Attorney for : ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE PUBLIC 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
		\$
		\$
		\$

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.

Circuit Court Judge _____ Judge Code _____ Date _____

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20 _____ and a copy mailed first class or placed in the appropriate attorney's box on this 30 June 2016 to attorneys of record or to parties (when appearing pro se) as follows:

W. Cliff Moore III

Paul V Degenhart

Paul V Degenhart

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter _____

Clerk of Court _____

Jeanette W. McBride

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

South State Bank f/k/a SCBT, a South
Carolina state chartered banking
corporation, d/b/a First Federal, a Division
of SCBT,

PLAINTIFF,

v.

Three Amigos Land Co., LLC, a South
Carolina limited liability company; River
City Storage, LLC, a Florida limited
liability company; Ramco River City, Inc.,
a Michigan corporation; Liberty River City
Residential, LLC, a Florida limited liability
company; Ramco Jacksonville, LLC, a
Michigan limited liability company;
George M. Lee, III, an individual; and Paul
V. Degenhart, an individual,

DEFENDANTS.

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

CASE NO. 2014-CP-40-5683

**ORDER DENYING THE DEFENDANT
PAUL V. DEGENHART'S
MOTION FOR RELIEF FROM
FOREIGN JUDGMENT**

AND

**ORDER FOR ENTRY OF JUDGMENT
AGAINST THE DEFENDANT
PAUL V. DEGENHART
ONLY**

RICHLAND COUNTY
FILED
2016 JUN 28 AM 11:40
ANNETTE W. MCBRIDE
C.C.P. & G.S.

This matter was before me on June 6, 2016,, to hear the Motion of the Defendant Paul V. Degenhart (the "Defendant") for Relief From Foreign Judgment. Present at the hearing were W. Cliff Moore, III, attorney for the Plaintiff, and the Defendant who appeared pro se. Mr. Degenhart is an attorney licensed to practice law in the State of South Carolina.

This is an action by South State Bank f/k/a SCBT, a South Carolina State Chartered Banking Corporation, d/b/a First Federal, a Division of SCBT (the "Bank") to domesticate an Amended Final Deficiency Judgment ("Judgment") entered against the Defendant in the State of Florida. In the underlying Florida action, the Bank foreclosed a mortgage on property located in Florida and owned by Three Amigos Land Co., LLC, a

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limited liability company of which Defendant is a member. The Bank also collected on a personal guaranty given by Defendant to secure the loan, and the Bank obtained the Judgment against Defendant for the deficiency remaining after the foreclosure sale.

The Bank filed the Judgment in Richland County, South Carolina, on September 16, 2014, along with the Affidavit of James Holden, in accordance with S.C. Code Ann. § 15-35-920. The Bank's Notice of Filing of Foreign Judgment was served on Defendant on November 24, 2014.

The Defendant filed a Motion for Relief from Foreign Judgment on December 17, 2014 ("Motion"). In the Motion the Defendant challenges the Bank's domestication of the Judgment on five grounds, contending that: (1) the Florida court lacked personal jurisdiction over Defendant; (2) the Florida court failed to interpret the Personal Guaranty under Florida law; (3) the copy of the Judgment recorded in Richland County was not authenticated; (4) the address for Plaintiff stated in the Notice of Filing is incorrect; and (5) Defendant's appeal is still pending.

The Defendant's Motion was before the Court in March of 2015, at which time the Defendant advised the Court of a pending appeal of the matter in the Florida Courts. On March 13, 2015, this Court entered an Order that stayed the domestication pending resolution of the matter pending in Florida. That stay was lifted by Court Order dated July 13, 2015. The Bank and the Defendant have attempted to resolve the matter, but those efforts have not been successful.

Based on the record before me and the arguments of counsel, I find and conclude that:

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1. "The burden of undermining the decree of a sister state rests heavily on the assailant, who can overcome the presumption of jurisdiction and validity afforded the judgment by the Full Faith and Credit Clause only by extrinsic evidence, or by the record itself." *Law Firm of Paul L. Erickson, P.A. v. Boykin*, 383 S.C. 497, 504, 681 S.E.2d 575, 579 (2009).

2. In the underlying action litigated in the State of Florida, Defendant filed an Answer to the Bank's Amended Complaint and did not assert a defense based on lack of personal jurisdiction. In doing so, as a matter of law, Defendant submitted himself to the Florida court's jurisdiction and waived his right to assert a defense based on lack of personal jurisdiction. The Florida Rules of Civil Procedure, like the South Carolina Rules of Civil Procedure, provide that a party waives a defense based on personal jurisdiction by failing to present the defense in his responsive pleading. *See Fla. R. Civ. P. 1.140(h)(1); Solmo v. Friedman*, 909 So. 2d 560, 564 (Fla. Dist. Ct. App. 2005) ("It is well established that if a party takes some step in the proceedings which amounts to a submission to the court's jurisdiction, then it is deemed that the party waived his right to challenge the court's jurisdiction regardless of the party's intent not to concede jurisdiction. If a party does not challenge personal jurisdiction until after a general appearance in the case, the party has waived the right to contest personal jurisdiction.") (citations omitted).

3. Even if Defendant had not submitted himself to the jurisdiction of the Florida court, the Florida court in Duval County had jurisdiction over Defendant. The Judgment against Defendant is for the deficiency remaining after the Bank foreclosed and sold real property located in Duval County, Florida. The Defendant is responsible for the

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deficiency because he guaranteed the mortgage debt on which the Plaintiff foreclosed. "A mortgage foreclosure action is a local action and must be brought in the county where the land lies." *Hudlett v. Sanderson*, 715 So. 2d 1050, 1052 (Fla. Dist. Ct. App. 1998). Moreover, the Defendant admits in his Motion that he signed an agreement containing a forum selection clause under which Defendant consented to the jurisdiction of the State of Florida. See *Fin. Fed. Credit Inc. v. Brown*, 384 S.C. 555, 566, 683 S.E.2d 486, 492 (2009) (holding that guarantor "waived any argument about personal jurisdiction when he agreed to the venue and service clauses in the Guaranty"); *Auto. Fin. Corp. v. Aberdeen Auto Sales, Inc.*, 2007 WL 2349627 (S.D. Ind. Aug. 15, 2007) (affirming the Indiana court's jurisdiction over an out-of-state guarantor of a debt, based forum selection clause in guaranty agreement).

4. The Florida court had personal jurisdiction over Defendant, and Defendant is not entitled to relief from the Judgment on this basis.

5. The Defendant suggests that the Florida Court improperly imposed Florida law in the underlying matter and that the documents provided that the Laws of the State of South Carolina controlled the transaction. In fact the Defendant's Personal Guaranty states, "This Guaranty is governed by the laws of South Carolina, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located." In the matter on which the deficiency was awarded, the property encumbered by the Mortgage is located in Duval County, Florida. Therefore, to the extent the Florida court interpreted the Personal Guaranty under Florida law, such interpretation is in accordance with the terms of the Personal Guaranty. As such the Defendant's challenge based on the alleged choice of law by the Florida Court should fail.

SCANNED

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P. 4/1/16 4

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6. The Defendant fails to identify any specific conclusions of law made by the Florida court which required an interpretation of his Personal Guaranty. Moreover, he does not identify which provisions of the Personal Guaranty he believes were misinterpreted by the Florida courts. As a result, it is unclear to this Court which part of the Florida court's ruling Defendant believes was unfair. Defendant also does not identify any particular conflict of laws—between the law of Florida and the law of South Carolina—that resulted in an unfair result for Defendant. Finally, Defendant provides no legal authority, and this Court is not aware of any authority, supporting the Defendant's position that the Florida court's interpretation of the Personal Guaranty constitutes a violation of the Fourteenth Amendment.

7. The Plaintiff recorded an authenticated copy of the Judgment. Proof of this authentication can be seen in the photocopy that was served on Defendant, which shows, on the fourth page of the Judgment, the Official Seal of Ronnie Fussell, the Clerk of Court for Duval County, Florida, along with an attestation of the validity of the Judgment. Rule 902(1), SCRE.

8. S.C. Code Ann. § 15-35-920 does not require that a filed foreign judgment provide an address for the judgment creditor. Defendant appears to conflate the requirements in S.C. Code Ann. § 15-35-920, which pertain to the filing of a foreign judgment, with the requirements in S.C. Code Ann. § 15-35-930(B), which pertain to the contents of the Notice of Filing—a document served by a judgment creditor on its judgment debtor but not filed with the court. S.C. Code Ann. § 15-35-930(B) requires that a judgment creditor's Notice of Filing set forth an address for the judgment creditor. The Notice of Filing served by the Bank on Defendant sets forth the undersigned

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counsel's address, because the undersigned counsel serves as the Bank's agent for the purposes of domesticating and collecting the Judgment. See *Chapman-Storm Lumber Corp. v. Minnesota-S. Carolina Land & Timber Co.*, 183 S.C. 31, 190 S.E. 117, 118 (1937) ("A corporation, being a fictitious person, can never act except through servants."). As such, the Notice of Filing is proper.

9. The Defendant's Motion for Relief from Foreign Judgment should be denied.

IT IS THEREFORE ORDERED THAT the Defendant's Motion for Relief from Foreign Judgment is denied and the Judgment shall be enforced in the State of South Carolina in the same manner as a judgment of the State of South Carolina.

IT IS FURTHER ORDERED THAT the Clerk of Court for Richland County, South Carolina enter the Judgment on its indexes against the Defendant Paul V. Degenhart.

AND IT IS SO ORDERED.

Dated: 6-20, 2016


D. Craig Brown, Circuit Court Judge

SCANNED

DCB
P-6 6/26/16

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Partial Summary Judgment dated March 12 2013

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IN THE CIRCUIT COURT OF THE
FOURTH JUDICIAL CIRCUIT IN AND
FOR DUVAL COUNTY, FLORIDA

**FIRST FEDERAL BANK, f/k/a FIRST
FEDERAL SAVINGS & LOAN ASSOCIATION
OF CHARLESTON** a state-chartered commercial
bank organized and operating under the laws of
the State of South Carolina and a member of the
Federal Reserve System, as successor-in-interest
to the FEDERAL DEPOSIT INSURANCE
CORPORATION, Receiver for **PLANTATION
FEDERAL BANK**, a Federal
Savings Bank,

Plaintiff,

vs.

CASE NO. 16-2011-CA-9521 XXXX-MA

DIVISION FC-D

THREE AMIGOS LAND CO., LLC,
a South Carolina limited liability company;
RIVER CITY STORAGE, LLC, a Florida
limited liability company; **RAMCO RIVER
CITY, INC.**, a Michigan corporation;
**LIBERTY RIVER CITY RESIDENTIAL,
LLC**, a Florida limited liability company;
RAMCO JACKSONVILLE, LLC,
a Michigan limited liability company;
GEORGE M. LEE, III, an individual;
and **PAUL V. DEGENHART**, an individual,

Defendants.

**PARTIAL SUMMARY FINAL JUDGMENT
FOR DAMAGES AND FORECLOSURE**

THIS CAUSE came on to be heard upon Plaintiff, **FIRST FEDERAL BANK, f/k/a
FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF CHARLESTON** a state-chartered
commercial bank organized and operating under the laws of the State of South Carolina and a
member of the Federal Reserve System, as successor-in-interest to the FEDERAL DEPOSIT
INSURANCE CORPORATION, Receiver for **PLANTATION FEDERAL BANK**, a Federal
Savings Bank ("First Federal Bank" or "Plaintiff")'s Motion for Summary Final Judgment for



Damages and Foreclosure. The Court having reviewed the pleadings and affidavits and being otherwise fully advised in the premises and finding that there are no material facts in dispute and that Plaintiff is entitled to judgment as a matter of law, it is, therefore

ORDERED AND ADJUDGED:

1. Plaintiff's Motion for Summary Final Judgment for Damages and Foreclosure is **granted in part.**

2. The Plaintiff, **FIRST FEDERAL BANK** shall have and recover from Defendant, **THREE AMIGOS LAND CO., LLC:**

Principal	\$ 1,650,000.00
Interest to October 25, 2012	114,262.50
Interest (October 26, 2012 to March 12, 2013)	28,256.25
Late Fees	87,811.15
Taxes Paid	67,892.14
Appraisal Fee	7,100.00
Costs	<u>2,751.00</u>
Total	\$1,958,073.04

which amounts shall bear interest at the legal rate until satisfied, for which let execution issue.

3. The Court reserves ruling on attorneys' fees and on the counts against George M. Lee, III and Paul V. Degenhart on their respective guaranties.

4. Plaintiff, **FIRST FEDERAL BANK** is entitled to and shall have a final judgment of foreclosure of the Mortgage involved in this matter and shall have a lien for the amount of the judgment superior to any claim or estate of the Defendants, **THREE AMIGOS LAND CO., LLC**, a South Carolina limited liability company, **RIVER CITY STORAGE, LLC**, a Florida limited liability company; **RAMCO RIVER CITY, INC.**, a Michigan corporation; **LIBERTY RIVER CITY RESIDENTIAL, LLC**, a Florida limited liability company; **RAMCO JACKSONVILLE, LLC**, a Michigan limited liability company; on the following-described property in Duval County, Florida:

(See Exhibit "A" attached hereto)

(the "Property").

5. If the total sum owed to Plaintiff, with interest at the rate prescribed by law, and all costs accrued subsequent to this judgment, are not paid in full, the Clerk of this Court shall sell the subject Property at public sale on April 16, 2013, at 11:00 a.m./p.m., to the highest bidder for cash, except as described in Paragraph 7 below, at www.duval.realforeclose.com in accordance with Chapter 45, Florida Statutes.

6. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if Plaintiff is not the purchaser of the property for sale. If Plaintiff is the purchaser, the Clerk shall credit Plaintiff's bid with the total sum with interest and cost accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full.

7. Plaintiff is authorized, if it desires and in its discretion, to assign this judgment to some other entity for purposes of issuance of the Certificate of Sale and Certificate of Title to and in the name of such entity, without the necessity of further order from this Court; and such entity shall be entitled to credit its bid with the total sum with interest and cost accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full.

8. On filing the Certificate of Title, the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of Plaintiff's costs; second, documentary stamps affixed to the Certificate; third, Plaintiff's attorneys' fees; fourth, the sum total due to Plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 5 from March 12, 2013, to the date of the sale; and by retaining any remaining amount pending the further order of this court. If possession is not delivered to the purchaser, then the Clerk is hereby directed to

forthwith issue a writ of possession to the purchaser without the need for further order from the court.

9. On filing and/or recording of the Certificate of Title, Defendants and all persons claiming under or against them since the filing of the notice of lis pendens shall be foreclosed of all estate or claim in the property and the purchaser at the sale shall be let into possession of the property.

10. Jurisdiction of this action is retained to enter any further orders that are proper, including, without limitation, an award of attorneys' fees and deficiency judgments, and claims against George M. Lee, III and Paul V. Degenhart.

11. Plaintiff's address is **FIRST FEDERAL BANK**, c/o Susan S. Hyde, 2440 Mall Drive, Charleston, South Carolina 29406.

DONE AND ORDERED in Chambers in Duval County, Florida, this 12th day of March, 2013.

(SIGNED) JEAN ROBINSON

Circuit Court Judge

Copies to: E. Robert Meek, Esq.
Foley & Lardner LLP
1 Independent Drive, Suite 1300
Jacksonville, Florida 32202

Wesley R. Poole
Poole & Poole, P.A.
P.O. Box 1280
Fernandina Beach, FL 32035

River City Storage, LLC
c/o Stephen Prom as VP of Motolaw, Reg. Agent
50 N. Laura Street, 31st Floor
Jacksonville, FL 32202

Ramco River City, Inc.
c/o CT Corporation System, Registered Agent
1200 South Pine Island Road
Plantation, Florida 33324

Liberty River City Residential, LLC
c/o Stephen Prom as VP of Motolaw, Reg. Agent
50 N. Laura Street, 31st Floor
Jacksonville, FL 32202

Ramco Jacksonville, LLC
c/o CT Corporation System, Registered Agent
1200 South Pine Island Road
Plantation, Florida 33324

Paul V. Degenhart, *Pro Se*
2131 Park Street
Columbia, SC 29201

Exhibit "A"

Legal Description of Property

Lot 22 and Tract C, as Shown on the Plat of River City Marketplace according to the plat thereof as recorded in Plat Book 60, Page 30 through 42 of the Public Records of Duval County, Florida.

Less and except:

A tract of land being a portion of Lot Numbered 22 of the River City Marketplace plat as recorded in Plat Book 60, Page 31 through 42 of the Public Records of Duval County, Florida and also being a portion of Section 6 of the subdivision of the John Broward Grant, Section 37, Township 1 North, Range 27 East, as recorded in Plat Book 1, on Pages 7 and 8 of the former Public Records of Duval County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said Section 6, thence $S00^{\circ}22'38''E$, along the easterly line of said Section 6, same also being the easterly boundary line and the northerly extension thereof, of the plat of River City Marketplace, as recorded in Plat Book 60, on Pages 31 through 42 of the Public Records of Duval County, Florida, a distance of 2,781.11 feet to the Westerly line of CSX Transportation Railroad; thence along said Westerly line of CSX Transportation Railroad South $16^{\circ}25'25''$ West, a distance of 8.69 feet to the Southerly right-of-way of Airport Center Drive; thence along said Southerly right-of-way of Airport Center Drive North $73^{\circ}34'04''$ West, a distance of 54.87 feet to the POINT OF BEGINNING; thence departing said Southerly right-of-way of Airport Center Drive, South $16^{\circ}25'56''$ West, a distance of 46.55 feet; thence North $73^{\circ}34'04''$ West, a distance of 70.00 feet; thence North $16^{\circ}25'56''$ East, a distance of 46.55 feet, returning to the Southerly Right-of-way of Airport Center Drive; thence along said Southerly Right-of-way of Airport Center Drive South $73^{\circ}34'04''$ East, a distance of 70.00 feet, returning to the POINT OF BEGINNING.

Amended Final Judgment for deficiency dated February 27, 2014

000031

IN THE CIRCUIT COURT OF THE
FOURTH JUDICIAL CIRCUIT IN AND
FOR DUVAL COUNTY, FLORIDA

SCBT, a South Carolina state-chartered
banking corporation, d/b/a **FIRST FEDERAL**,
a Division of SCBT,

Plaintiff,

vs.

CASE NO. 16-2011-CA-9521 XXXX-MA

THREE AMIGOS LAND CO., LLC,
a South Carolina limited liability company;
RIVER CITY STORAGE, LLC, a Florida
limited liability company; **RAMCO RIVER**
CITY, INC., a Michigan corporation;
LIBERTY RIVER CITY RESIDENTIAL,
LLC, a Florida limited liability company;
RAMCO JACKSONVILLE, LLC,
a Michigan limited liability company;
GEORGE M. LEE, III, an individual;
and **PAUL V. DEGENHART**, an individual,

Defendants.

DIVISION FC-D

FILED BY RONNIE FUSSELL
2014 SEP 16 PM 4:12
CLERK OF CIRCUIT COURT
DUVAL COUNTY, FLORIDA

AMENDED
FINAL JUDGMENT FOR DEFICIENCY

THIS MATTER was tried before the Court for determination of a deficiency, if any,
against the Defendants, **THREE AMIGOS LAND CO., LLC**, a South Carolina limited liability
company ("Three Amigos"), **GEORGE M. LEE, III**, an individual ("Lee"), and **PAUL V.**
DEGENHART, an individual ("Degenhart"). Based upon the evidence, the Court finds as
follows:

1. SCBT, a South Carolina state-chartered banking corporation, d/b/a **FIRST**
FEDERAL, a Division of SCBT ("Plaintiff" or "SCBT"), obtained a Partial Summary Final
Judgment for Damages and Foreclosure against Three Amigos ("Partial Summary Final
Judgment"). The Partial Summary Final Judgment reserved ruling on attorneys' fees, as well

as for damages for deficiency against the Borrower Three Amigos and on the guaranties against the Defendants Lee and Degenhart.

2. The property which was the subject of the foreclosure (the "Property") was sold on April 16, 2013, and Plaintiff was the successful bidder. The Clerk issued a Certificate of Title on April 30, 2013, transferring title to the Property to the Plaintiff herein.

3. Plaintiff is the holder the Partial Summary Final Judgment.

4. Plaintiff is the current owner of the Property.

5. The Plaintiff has not received any payment on the Partial Summary Final Judgment.

6. The Plaintiff is the holder of the Guaranty of George M. Lee, III, dated January 3, 2011.

7. Plaintiff is the holder of the Guaranty of Paul V. Degenhart, dated March 1, 2011.

8. As of the date of the Foreclosure Sale (April 16, 2013), the Court finds the Property had a fair-market value of \$1,540,000.

9. SCBT is entitled to a deficiency judgment based on the difference between the Foreclosure Judgment with interest to the date of the Foreclosure Sale, and the fair-market value of the Property as of the time of the Foreclosure Sale. *Municipal Savings & Loan Corp. v. Florentino*, 512 So.2d 228 (Fla. 3d DCA 1987).

It is, therefore,

ORDERED and ADJUDGED as follows:

1. Plaintiff SCBT, a South Carolina state-chartered banking corporation, d/b/a FIRST FEDERAL, a Division of SCBT, shall have and recover from the Defendant THREE

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AMIGOS LAND CO., LLC, GEORGE M. LEE, III, and PAUL V. DEGENHART, the

following:

Partial Summary Final Judgment Amount	\$1,958,073.04
Interest on Partial Summary Final Judgment @4.75% to Date of Sale (3/12/13-4/16/13)	<u>8,918.70</u>
Total Amount Due as of Foreclosure Sale.....	1,966,991.74
Less Fair Market Value at Date of Foreclosure Sale.....	(1,540,000.00)
Interest @ 4.75% from Sale Date to Trial (on net deficiency after deducting value of Property) 4/17/13-1/9/14.....	14,837.19
Attorneys' Fees.....	<u>71,912.50</u>
Total	<u>\$513,741.43</u>

for which let execution issue.

2. With respect to the award of attorneys' fees in paragraph 1 above, the Court finds that 181.2 hours of attorneys' time is a reasonable amount of time to spend on this matter and \$71,912.50 is a reasonable fee for the services rendered, and that accordingly the amount awarded is reasonable upon consideration of the time and labor required, the requisite skill to perform the legal services properly, the fee customarily charged for similar matters, the amount involved, the results obtained, and the awards in similar cases.

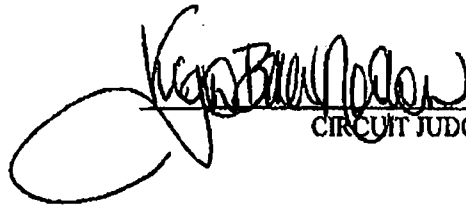
3. The Defendants, THREE AMIGOS LAND CO., LLC, GEORGE M. LEE, III, and PAUL V. DEGENHART complete, under oath, Florida Rules of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments and serve it on the Plaintiff's attorneys within forty-five (45) days from the date of this Final Judgment for Deficiency unless the Final Judgment for Deficiency is satisfied or post-judgment discovery is stayed.

[Remainder of page intentionally left blank.]

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4. Plaintiff's address is: SCBT, d/b/a First Federal, a Division of SCBT, Attn:
Randy L. Burge, 4331 Robert M. Grissom Parkway, Myrtle Beach, SC 29578.

DONE AND ORDERED in Chambers, in Duval County, Florida, this 27 day of
February, 2014.


CIRCUIT JUDGE

Copies to:

B. Robert Meek, Esq.
Foley & Lardner LLP
One Independent Drive, Suite 1300
Jacksonville, Florida 32202-5017

Harrison W. Poole, Esq.
Poole & Poole, P.A.
P.O. Box 1280
Fernandina Beach, FL 32035

Paul V. Degenhart, *Pro Se*
2131 Park Street
Columbia, SC 29201

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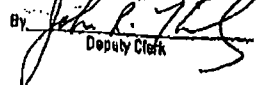
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STATE OF FLORIDA
DUVAL COUNTY
I, UNDERSIGNED, Clerk of the Circuit & County Courts, Duval
County, Florida, DO HEREBY CERTIFY the within and foregoing,
consisting of 4 pages, is a true and correct copy of the original
as it appears on record and file in the office of the Clerk of Circuit
& County Courts of Duval County, Florida.

WITNESS my hand and seal of Clerk of Circuit & County Courts
at Jacksonville, Florida, this the 11 day of Aug A.D., 20 14.

RONNIE FUSSELL

Clerk, Circuit and County Courts
Duval County, Florida

By 
Deputy Clerk

Complaint

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Copy

IN THE CIRCUIT COURT OF THE
FOURTH JUDICIAL CIRCUIT IN AND
FOR DUVAL COUNTY, FLORIDA

PLANTATION FEDERAL BANK, a Federal
Savings Bank,

Plaintiff,

vs.

THREE AMIGOS LAND CO., LLC,
a South Carolina limited liability company;
RIVER CITY STORAGE, LLC, a Florida
limited liability company; **RAMCO RIVER
CITY, INC.**, a Michigan corporation;
**LIBERTY RIVER CITY RESIDENTIAL,
LLC**, a Florida limited liability company;
RAMCO JACKSONVILLE, LLC,
a Michigan limited liability company;
GEORGE M. LEE, III, an individual;
and **PAUL V. DEGENHART**, an individual,

Defendants.

16-2011-CA-009521

XXXX-MA

CASE NO.:

DIVISION:

DIVISION FC-D

COPY
ORIGINAL FILED ON
Date NOV 15 2011

COMPLAINT

Plaintiff, **PLANTATION FEDERAL BANK**, a Federal Savings Bank, ("Plaintiff"), by
and through its undersigned attorneys, hereby sues Defendants, **THREE AMIGOS LAND CO.,
LLC**, a South Carolina limited liability company ("Three Amigos" or "Borrower"); **RIVER
CITY STORAGE, LLC**, a Florida limited liability company; **RAMCO RIVER CITY, INC.**,
a Michigan corporation; **LIBERTY RIVER CITY RESIDENTIAL, LLC**, a Florida limited
liability company; **RAMCO JACKSONVILLE, LLC**, a Michigan limited liability company;
GEORGE M. LEE, III, an individual ("Lee"); and **PAUL V. DEGENHART**, an individual
("Degenhart"), and says:

PARTIES, JURISDICTION, AND VENUE

1. This is an action for damages which exceed \$15,000, exclusive of interest and costs and to foreclose a mortgage on real property located in Duval County, Florida.
2. Plaintiff is a Federal Savings Bank and is survivor by merger to First Savers Bank.
3. Defendant, THREE AMIGOS LAND CO., LLC, is a South Carolina limited liability company.
4. Defendant, RIVER CITY STORAGE, LLC, is a Florida limited liability company.
5. Defendant, RAMCO RIVER CITY, INC., is a Michigan corporation.
6. Defendant, LIBERTY RIVER CITY RESIDENTIAL, LLC, is a Florida limited liability company.
7. Defendant, RAMCO JACKSONVILLE, LLC, is a Michigan limited liability company.
8. Defendants LEE and DEGENHART are individuals.
9. The Borrower, Lee, and Degenhart executed a loan agreement conferring jurisdiction in this Court, and thereafter Three Amigos executed and delivered a promissory note and mortgage on property located in Duval County, Florida.
10. The property which is the subject matter of this action is located in Duval County, Florida.

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BACKGROUND FACTS

11. On or about December 22, 2006, Defendant Three Amigos, as Borrower, and the Defendants Lee and Degenhart, as Guarantors, entered into a loan agreement with First Savers Bank (the "Loan Agreement"). A true and correct copy of the Loan Agreement is attached hereto as **Exhibit "A."**

12. On or about December 22, 2006, as contemplated by the Loan Agreement, Three Amigos executed and delivered to Plaintiff's predecessor, First Savers Bank, a Promissory Note in the original principal amount of \$1,800,000 (the "Original Promissory Note"). A true and correct copy of the Original Promissory Note is attached hereto as **Exhibit "B."**

13. On or about December 22, 2006, in order to secure the obligations under the Loan Agreement and Original Promissory Note, Three Amigos executed and delivered to Plaintiff's predecessor, First Savers Bank, a Mortgage, Security Agreement, and Fixture Financing Statement, which granted a security interest in certain property described therein (the "Mortgage"). The Mortgage was recorded in Official Records Book 13732, Page 1286, of the Public Records of Duval County, Florida. A true and correct copy of the Mortgage is attached hereto as **Exhibit "C."**

14. On or about December 22, 2006, in order to secure the obligations under the Loan Agreement and Original Promissory Note, Three Amigos executed and delivered to Plaintiff's predecessor, First Savers Bank, an Assignment of Contracts, Contract Rights, Leases, Rents and Profits (the "Assignment of Rents"), which was recorded in Official Records Book 13732, Page 1309, of the Public Records of Duval County, Florida. A true and correct copy of the Assignment of Rents is attached hereto as **Exhibit "D."**

15. On or about December 20, 2006, as an inducement for and in order to secure the obligations of Three Amigos to Plaintiff's predecessor First Savers Bank under the Loan Agreement and Original Promissory Note, the Defendants Lee and Degenhart executed and delivered to Plaintiff's predecessor Guaranty Agreements whereby they unconditionally guaranteed the obligations of Three Amigos to Plaintiff's predecessor (the "Lee Guaranty Agreement" and the "Degenhart Guaranty Agreement," respectively). True and correct copies of the Lee Guaranty Agreement and the Degenhart Guaranty Agreement are attached hereto as **Exhibits "E" and "F,"** respectively.

16. On or about January 3, 2007, Plaintiff's predecessor First Savers Bank recorded a UCC1 Financing Statement in Official Records Book 13732, Page 1317, of the Official Public Records of Duval County, Florida (the "Duval County Financing Statement"), a true and correct copy of which Duval County Financing Statement is attached hereto as **Exhibit "G."**

17. On or about January 2, 2009, the Defendant Three Amigos executed and delivered to Plaintiff a Commercial Loan Agreement (the "Commercial Loan Agreement"). A true and correct copy of the Commercial Loan Agreement is attached hereto as **Exhibit "H."**

18. On or about January 2, 2009, the Defendant Three Amigos executed and delivered to Plaintiff a renewal promissory note in the original principal amount of **\$1,800,000** (the "First Renewal Note"). A true and correct copy of the First Renewal Note is attached hereto as **Exhibit "I."**

19. On or about January 2, 2009, the Defendants Lee and Degenhart executed and delivered to Plaintiff a Notice and Consent to Renewal by Guarantor (the "First Consent to Renewal by Guarantor"), a true and correct copy of which is attached hereto as **Exhibit "J."**

20. On or about May 11, 2009, the Defendant Three Amigos executed and delivered to Plaintiff a Commercial Loan Agreement (the "Second Commercial Loan Agreement"). A true and correct copy of the Second Commercial Loan Agreement is attached hereto as **Exhibit "K."**

21. On or about May 11, 2009, the Defendant Three Amigos executed and delivered to Plaintiff a renewal promissory note in the original principal amount of \$1,800,000 (the "Second Renewal Note"). A true and correct copy of the Second Renewal Note is attached hereto as **Exhibit "L."**

22. On or about May 11, 2009, the Defendants Lee and Degenhart executed and delivered to Plaintiff a Notice and Consent to Renewal by Guarantor (the "Second Consent to Renewal by Guarantor"), a true and correct copy of the Second Consent to Renewal by Guarantor is attached hereto as **Exhibit "M."**

23. On or about May 11, 2009, the Defendants Lee and Degenhart executed and delivered to Plaintiff a Guaranty (the "Lee Second Guaranty" and the "Degenhart Second Guaranty," respectively). True and correct copies of the Lee Second Guaranty and the Degenhart Second Guaranty are attached hereto as **Exhibits "N" and "O,"** respectively.

24. On or about June 12, 2009, Plaintiff's predecessor First Savers Bank filed a UCC1 Financing Statement as file number 200900682009 with the Florida Secured Transaction Registry (the "FSTR Financing Statement"), a true and correct copy of which FSTR Financing Statement is attached hereto as **Exhibit "P."**

25. On or about September 23, 2009, the Defendant Three Amigos executed and delivered to Plaintiff a Commercial Loan Agreement (the "Third Commercial Loan Agreement"). A true and correct copy of the Third Commercial Loan Agreement is attached hereto as **Exhibit "Q."**

26. On or about September 23, 2009, the Defendant Three Amigos executed and delivered to Plaintiff a renewal promissory note in the original principal amount of **\$1,650,000** (the "Third Renewal Note"). A true and correct copy of the Third Renewal Note is attached hereto as **Exhibit "R."**

27. On or about September 23, 2009, the Defendants Lee and Degenhart executed and delivered to Plaintiff a Notice and Consent to Renewal by Guarantor (the "Third Consent to Renewal by Guarantor"), a true and correct copy of the Third Consent to Renewal by Guarantor is attached hereto as **Exhibit "S."**

28. On or about September 23, 2009, the Defendants Lee and Degenhart executed and delivered to Plaintiff a Guaranty (the "Lee Third Guaranty" and the "Degenhart Third Guaranty," respectively). True and correct copies of the Lee Third Guaranty and the Degenhart Third Guaranty are attached hereto as **Exhibits "T" and "U,"** respectively.

29. On or about January 23, 2011, the Defendant Three Amigos executed and delivered to Plaintiff a Commercial Loan Agreement (the "Fourth Commercial Loan Agreement"). A true and correct copy of the Fourth Commercial Loan Agreement is attached hereto as **Exhibit "V."**

30. On or about January 23, 2011, the Defendant Three Amigos executed and delivered to Plaintiff a renewal promissory note in the original principal amount of **\$1,650,000** (the "Fourth Renewal Note"). A true and correct copy of the Fourth Renewal Note is attached hereto as **Exhibit "W."**

31. On or about January 23, 2011, the Defendants Lee and Degenhart executed and delivered to Plaintiff a Notice and Consent to Renewal by Guarantor (the "Fourth Consent to

Renewal by Guarantor”), a true and correct copy of the Fourth Consent to Renewal by Guarantor is attached hereto as **Exhibit “X.”**

32. On or about January 23, 2011, the Defendant Lee executed and delivered to Plaintiff a Guaranty (the “Lee Fourth Guaranty”). A true and correct copy of the Lee Fourth Guaranty is attached hereto as **Exhibit “Y.”**

33. On or about March 1, 2011, the Defendant Degenhart executed and delivered to Plaintiff a Guaranty (the “Degenhart Fourth Guaranty”). A true and correct copy of the Degenhart Fourth Guaranty is attached hereto as **Exhibit “Z.”**

34. The Loan Agreement, Original Promissory Note, Mortgage, Assignment of Rents, Lee Guaranty Agreement, Degenhart Guaranty Agreement, Duval County Financing Statement, Commercial Loan Agreement, First Renewal Note, First Consent to Renewal by Guarantor, Second Commercial Loan Agreement, Second Renewal Note, Second Consent to Renewal by Guarantor, Lee Second Guaranty, Degenhart Second Guaranty, FTSR Financing Statement, Third Commercial Loan Agreement, Third Renewal Note, Third Consent to Renewal by Guarantor, Lee Third Guaranty, Degenhart Third Guaranty, Fourth Commercial Loan Agreement, Fourth Renewal Note, Fourth Consent to Renewal by Guarantor, Lee Fourth Guaranty, and Degenhart Fourth Guaranty are herein referred to as “Loan Documents.”

35. Plaintiff owns and holds the Loan Documents:

36. Borrower caused or permitted an event of default to occur under the terms of the Loan Documents, including but not limited to failure to pay at maturity (the “Default”).

37. Defendant Three Amigos has not cured the Default.

38. Defendant Three Amigos owes to Plaintiff the principal sum of **\$1,650,000**, pursuant to the Loan Documents, together with interest, attorneys' fees, costs and other charges as provided for under the terms of the Loan Documents.

39. All conditions precedent have occurred to entitle Plaintiff to the relief sought.

40. Plaintiff has retained the undersigned attorneys to enforce its rights under the terms of the Loan Documents and is obligated to pay them a reasonable fee for their services.

COUNT I
(Action on Note)

41. Plaintiff realleges the allegations of Paragraphs 1-3, 9-12, 16, 17-18, 20, 25, 26, 29, 30, 34-40, above.

42. Plaintiff owns and holds the Loan Agreement, First Renewal Note and Second Renewal Note.

43. As a direct and proximate result of Defendant Three Amigos' default, Plaintiff has suffered damages, including, but not limited to, the sums due under the terms of the Loan Agreement, First Renewal Note, Second Renewal Note and Loan Documents, together with attorneys' fees and costs.

WHEREFORE, Plaintiff demands judgment for damages against the Defendant Three Amigos, together with interest, attorneys' fees and costs, and other damages as provided for under the terms of the Loan Documents.

COUNT II
(Action on Guaranty against Defendant Lee)

44. Plaintiff realleges the allegations of Paragraphs 1-3, 8-12, 15, 17-23, 25-32, 34-40, 42 and 43, above.

45. As a result of the default by Defendant Three Amigos as alleged above, Defendant Lee is liable to Plaintiff under the terms of the Lee Guaranty Agreement, Lee Second Guaranty, and Lee Third Guaranty provided in the Loan Agreement.

WHEREFORE, Plaintiff demands judgment against Defendant Lee for damages, together with interest, costs, attorneys' fees and other damages as provided for under the terms of the Loan Documents.

COUNT III
(Action on Guaranty against Defendant Degenhart)

46. Plaintiff realleges the allegations of Paragraphs 1-3, 8-12, 15, 17-23, 25-31, 33-40, 42 and 43, above.

47. As a result of the default by Defendant Three Amigos as alleged above, Defendant Degenhart is liable to Plaintiff under the terms of the Degenhart Guaranty Agreement, Degenhart Second Guaranty, and Degenhart Third Guaranty provided in the Loan Agreement.

WHEREFORE, Plaintiff demands judgment against Defendant Degenhart for damages, together with interest, costs, attorneys' fees and other damages as provided for under the terms of the Loan Documents.

COUNT IV
(Action to Foreclose Mortgage)

48. Plaintiff realleges the allegations of Paragraphs 1-7, 9-14, 16-18, 20, 21, 24-26, 29, 30, 34-40, 42 and 43, above.

49. This is an action to foreclose a mortgage on real property located in Duval County, Florida.

50. Defendant **Three Amigos Land Co.**, a South Carolina limited liability company, may claim some right, title or interest in and to the property described in the Mortgage by virtue

of Special Warranty Deed dated December 22, 2006 by Ramco River City, Inc., a Michigan corporation, to Three Amigos Land Co., LLC, a South Carolina limited liability company, recorded in Official Records Book 13732, Page 1265 of the public records of Duval County, Florida; however, such interest is junior, inferior and subordinate to the lien of the Plaintiff's Mortgage.

51. Defendant **River City Storage, LLC**, a Florida limited liability company, may claim some right, title or interest in and to the property described in the Mortgage by virtue of: (i) Industrial Sign Easement dated December 21, 2004 between Ramco River City, Inc., a Michigan corporation, and River City Storage, LLC, a Florida limited liability company, recorded in Official Records Book 12196, Page 497 of the public records of Duval County, Florida; (ii) Easement Agreement [Airport Center Drive, Traffic Light and General Lift Station] dated December 21, 2004 by and among Ramco River City, Inc., a Michigan corporation, Ramco Jacksonville, LLC, a Michigan limited liability company, River City Storage, LLC, a Florida limited liability company and Liberty River City Residential, LLC, a Florida limited liability company, recorded in Official Records Book 12196, page 549 of the public records of Duval County, Florida; (iii) Easement Agreement [Industrial and Lift Station] dated December 21, 2004 between Ramco River City, Inc., a Michigan corporation, and River City Storage, LLC, a Florida limited liability company, recorded in Official Records Book 12196, Page 576 of the public records of Duval County, Florida, as amended by that certain Amendment to Easement Agreement [Industrial and Lift Station] dated November 1, 2005 between Ramco River City, Inc., a Michigan corporation, and River City Storage, LLC, a Florida limited liability company, recorded in Official Records Book 13220, Page 403 of the public records of Duval County,

Florida; however, such interest is junior, inferior and subordinate to the lien of the Plaintiff's Mortgage.

52. Defendant **Ramco River City, Inc.**, a Michigan corporation, may claim some right, title or interest in and to the property described in the Mortgage by virtue of: (i) Industrial Sign Easement dated December 21, 2004 between Ramco River City, Inc., a Michigan corporation, and River City Storage, LLC, a Florida limited liability company, recorded in Official Records Book 12196, Page 497 of the public records of Duval County, Florida; (ii) Easement Agreement [Airport Center Drive, Traffic Light and General Lift Station] dated December 21, 2004 by and among Ramco River City, Inc., a Michigan corporation, Ramco Jacksonville, LLC, a Michigan limited liability company, River City Storage, LLC, a Florida limited liability company and Liberty River City Residential, LLC, a Florida limited liability company, recorded in Official Records Book 12196, page 549 of the public records of Duval County, Florida; (iii) Easement Agreement [Industrial and Lift Station] dated December 21, 2004 between Ramco River City, Inc., a Michigan corporation, and River City Storage, LLC, a Florida limited liability company, recorded in Official Records Book 12196, Page 576 of the public records of Duval County, Florida, as amended by that certain Amendment to Easement Agreement [Industrial and Lift Station] dated November 1, 2005 between Ramco River City, Inc., a Michigan corporation, and River City Storage, LLC, a Florida limited liability company, recorded in Official Records Book 13220, Page 403 of the public records of Duval County, Florida; however, such interest is junior, inferior and subordinate to the lien of the Plaintiff's Mortgage.

53. Defendant **Liberty River City Residential, LLC**, a Florida limited liability company, may claim some right, title or interest in and to the property described in the Mortgage

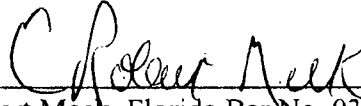
by virtue of an Easement Agreement [Airport Center Drive, Traffic Light and General Lift Station] dated December 21, 2004 by and among Ramco River City, Inc., a Michigan corporation, Ramco Jacksonville, LLC, a Michigan limited liability company, River City Storage, LLC, a Florida limited liability company and Liberty River City Residential, LLC, a Florida limited liability company, recorded in Official Records Book 12196, page 549 of the public records of Duval County, Florida; however, such interest is junior, inferior and subordinate to the lien of the Plaintiff's Mortgage.

54. Defendant, **Ramco Jacksonville, LLC**, a Michigan limited liability company, may claim some right, title or interest in and to the property described in the Mortgage by virtue of: (i) Maintenance and Reimbursement Agreement dated September 15, 2006 between Ramco Jacksonville, LLC, a Michigan limited liability company and Ramco River City, Inc., a Michigan corporation, recorded in Official Records Book 13543, page 595 of the public records of Duval County Florida; and (ii) Easement Agreement [Airport Center Drive, Traffic Light and General Lift Station] dated December 21, 2004 by and among Ramco River City, Inc., a Michigan corporation, Ramco Jacksonville, LLC, a Michigan limited liability company, River City Storage, LLC, a Florida limited liability company and Liberty River City Residential, LLC, a Florida limited liability company, recorded in Official Records Book 12196, page 549 of the public records of Duval County, Florida; however, such interest is junior, inferior and subordinate to the lien of the Plaintiff's Mortgage.

WHEREFORE, Plaintiff demands judgment for sums due under the terms of the Loan Documents, including foreclosure of the real property described therein, against Defendant Three Amigos and any and all persons claiming by, through or under Three Amigos, and any and all persons claiming an interest in and to the real property described in the Mortgage since the filing

of the Notice of Lis Pendens, ordering the real property sold at foreclosure sale if the sums due are not paid when required by the judgment granted under Count I, and for such other and further relief as the Court may deem just and proper.

FOLEY & LARDNER LLP

A handwritten signature in black ink, appearing to read "E. Robert Meek", is written over a horizontal line.

E. Robert Meek, Florida Bar No. 0302910
One Independent Drive, Suite 1300
Jacksonville, FL 32202-5017
P. O. Box 240, Jacksonville, FL 32201-0240
Telephone: 904.359.2000
Facsimile: 904.359.8700

Attorneys for Plaintiff, PLANTATION
FEDERAL BANK

Amended Complaint

000050

COPY
ORIGINAL FILED ON
Date ~~2011~~ **09** 2012

IN THE CIRCUIT COURT OF THE
FOURTH JUDICIAL CIRCUIT IN AND
FOR DUVAL COUNTY, FLORIDA

PLANTATION FEDERAL BANK,
a Federal Savings Bank,

Plaintiff,

vs.

CASE NO. 16-2011-CA-9521 XXXX-MA

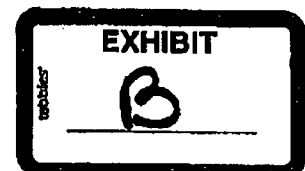
DIVISION FC-D

THREE AMIGOS LAND CO., LLC,
a South Carolina limited liability company;
RIVER CITY STORAGE, LLC, a Florida
limited liability company; **RAMCO RIVER**
CITY, INC., a Michigan corporation;
LIBERTY RIVER CITY RESIDENTIAL,
LLC, a Florida limited liability company;
RAMCO JACKSONVILLE, LLC,
a Michigan limited liability company;
GEORGE M. LEE, III, an individual;
and **PAUL V. DEGENHART,** an individual,

Defendants.

AMENDED
COMPLAINT

Plaintiff, **PLANTATION FEDERAL BANK,** a Federal Savings Bank, ("Plaintiff"), by
and through its undersigned attorneys, hereby sues Defendants, **THREE AMIGOS LAND CO.,**
LLC, a South Carolina limited liability company ("Three Amigos" or "Borrower"); **RIVER**
CITY STORAGE, LLC, a Florida limited liability company; **RAMCO RIVER CITY, INC.,**
a Michigan corporation; **LIBERTY RIVER CITY RESIDENTIAL, LLC,** a Florida limited
liability company; **RAMCO JACKSONVILLE, LLC,** a Michigan limited liability company;
GEORGE M. LEE, III, an individual ("Lee"); and **PAUL V. DEGENHART,** an individual
("Degenhart"), and says:



PARTIES, JURISDICTION, AND VENUE

1. This is an action for damages which exceed \$15,000, exclusive of interest and costs and to foreclose a mortgage on real property located in Duval County, Florida.
2. Plaintiff is a Federal Savings Bank and is survivor by merger to First Savers Bank.
3. Defendant, THREE AMIGOS LAND CO., LLC, is a South Carolina limited liability company.
4. Defendant, RIVER CITY STORAGE, LLC, is a Florida limited liability company.
5. Defendant, RAMCO RIVER CITY, INC., is a Michigan corporation.
6. Defendant, LIBERTY RIVER CITY RESIDENTIAL, LLC, is a Florida limited liability company.
7. Defendant, RAMCO JACKSONVILLE, LLC, is a Michigan limited liability company.
8. Defendants LEE and DEGENHART are individuals.
9. The Borrower, Lee, and Degenhart executed a loan agreement conferring jurisdiction in this Court, and thereafter Three Amigos executed and delivered promissory notes and a mortgage on property located in Duval County, Florida.
10. The property which is the subject matter of this action is located in Duval County, Florida.

BACKGROUND FACTS

11. On or about December 22, 2006, Defendant Three Amigos, as Borrower, and the Defendants Lee and Degenhart, as Guarantors, entered into a loan agreement with First Savers Bank (the "Loan Agreement"). A true and correct copy of the Loan Agreement is attached hereto as **Exhibit "A."**

12. On or about December 22, 2006, as contemplated by the Loan Agreement, Three Amigos executed and delivered to Plaintiff's predecessor, First Savers Bank, a Promissory Note in the original principal amount of \$1,800,000 (the "Original Promissory Note"). A true and correct copy of the Original Promissory Note is attached hereto as **Exhibit "B."**

13. On or about December 22, 2006, in order to secure the obligations under the Loan Agreement and Original Promissory Note, Three Amigos executed and delivered to Plaintiff's predecessor, First Savers Bank, a Mortgage, Security Agreement, and Fixture Financing Statement, which granted a security interest in certain property described therein (the "Mortgage"). The Mortgage was recorded in Official Records Book 13732, Page 1286, of the Public Records of Duval County, Florida. A true and correct copy of the Mortgage is attached hereto as **Exhibit "C."**

14. On or about December 22, 2006, in order to secure the obligations under the Loan Agreement and Original Promissory Note, Three Amigos executed and delivered to Plaintiff's predecessor, First Savers Bank, an Assignment of Contracts, Contract Rights, Leases, Rents and Profits (the "Assignment of Rents"), which was recorded in Official Records Book 13732, Page 1309, of the Public Records of Duval County, Florida. A true and correct copy of the Assignment of Rents is attached hereto as **Exhibit "D."**

15. On or about December 20, 2006, as an inducement for and in order to secure the obligations of Three Amigos to Plaintiff's predecessor First Savers Bank under the Loan Agreement and Original Promissory Note, the Defendants Lee and Degenhart executed and delivered to Plaintiff's predecessor Guaranty Agreements whereby they unconditionally guaranteed the obligations of Three Amigos to Plaintiff's predecessor (the "Lee Guaranty Agreement" and the "Degenhart Guaranty Agreement," respectively). True and correct copies of the Lee Guaranty Agreement and the Degenhart Guaranty Agreement are attached hereto as Exhibits "E" and "F," respectively.

16. On or about January 3, 2007, Plaintiff's predecessor First Savers Bank recorded a UCC1 Financing Statement in Official Records Book 13732, Page 1317, of the Official Public Records of Duval County, Florida (the "Duval County Financing Statement"), a true and correct copy of which Duval County Financing Statement is attached hereto as Exhibit "G."

17. On or about January 2, 2009, the Defendant Three Amigos executed and delivered to Plaintiff a Commercial Loan Agreement (the "Commercial Loan Agreement"). A true and correct copy of the Commercial Loan Agreement is attached hereto as Exhibit "H."

18. On or about January 2, 2009, the Defendant Three Amigos executed and delivered to Plaintiff a renewal promissory note in the original principal amount of \$1,800,000 (the "First Renewal Note"). A true and correct copy of the First Renewal Note is attached hereto as Exhibit "I."

19. On or about January 2, 2009, the Defendants Lee and Degenhart executed and delivered to Plaintiff a Notice and Consent to Renewal by Guarantor (the "First Consent to Renewal by Guarantor"), a true and correct copy of which is attached hereto as Exhibit "J."

20. On or about May 11, 2009, the Defendant Three Amigos executed and delivered to Plaintiff a Commercial Loan Agreement (the "Second Commercial Loan Agreement"). A true and correct copy of the Second Commercial Loan Agreement is attached hereto as **Exhibit "K."**

21. On or about May 11, 2009, the Defendant Three Amigos executed and delivered to Plaintiff a renewal promissory note in the original principal amount of \$1,800,000 (the "Second Renewal Note"). A true and correct copy of the Second Renewal Note is attached hereto as **Exhibit "L."**

22. On or about May 11, 2009, the Defendants Lee and Degenhart executed and delivered to Plaintiff a Notice and Consent to Renewal by Guarantor (the "Second Consent to Renewal by Guarantor"), a true and correct copy of the Second Consent to Renewal by Guarantor is attached hereto as **Exhibit "M."**

23. On or about May 11, 2009, the Defendants Lee and Degenhart executed and delivered to Plaintiff a Guaranty (the "Lee Second Guaranty" and the "Degenhart Second Guaranty," respectively). True and correct copies of the Lee Second Guaranty and the Degenhart Second Guaranty are attached hereto as **Exhibits "N" and "O,"** respectively.

24. On or about June 12, 2009, Plaintiff's predecessor First Savers Bank filed a UCC1 Financing Statement as file number 200900682009 with the Florida Secured Transaction Registry (the "FSTR Financing Statement"), a true and correct copy of which FSTR Financing Statement is attached hereto as **Exhibit "P."**

25. On or about September 23, 2009, the Defendant Three Amigos executed and delivered to Plaintiff a Commercial Loan Agreement (the "Third Commercial Loan Agreement"). A true and correct copy of the Third Commercial Loan Agreement is attached hereto as **Exhibit "Q."**

26. On or about September 23, 2009, the Defendant Three Amigos executed and delivered to Plaintiff a renewal promissory note in the original principal amount of \$1,650,000 (the "Third Renewal Note"). A true and correct copy of the Third Renewal Note is attached hereto as **Exhibit "R."**

27. On or about September 23, 2009, the Defendants Lee and Degenhart executed and delivered to Plaintiff a Notice and Consent to Renewal by Guarantor (the "Third Consent to Renewal by Guarantor"), a true and correct copy of the Third Consent to Renewal by Guarantor is attached hereto as **Exhibit "S."**

28. On or about September 23, 2009, the Defendants Lee and Degenhart executed and delivered to Plaintiff a Guaranty (the "Lee Third Guaranty" and the "Degenhart Third Guaranty," respectively). True and correct copies of the Lee Third Guaranty and the Degenhart Third Guaranty are attached hereto as **Exhibits "T" and "U,"** respectively.

29. On or about January 23, 2011, the Defendant Three Amigos executed and delivered to Plaintiff a Commercial Loan Agreement (the "Fourth Commercial Loan Agreement"). A true and correct copy of the Fourth Commercial Loan Agreement is attached hereto as **Exhibit "V."**

30. On or about January 23, 2011, the Defendant Three Amigos executed and delivered to Plaintiff a renewal promissory note in the original principal amount of \$1,650,000 (the "Fourth Renewal Note"). A true and correct copy of the Fourth Renewal Note is attached hereto as **Exhibit "W."**

31. On or about January 23, 2011, the Defendants Lee and Degenhart executed and delivered to Plaintiff a Notice and Consent to Renewal by Guarantor (the "Fourth Consent to

Renewal by Guarantor"), a true and correct copy of the Fourth Consent to Renewal by Guarantor is attached hereto as **Exhibit "X."**

32. On or about January 23, 2011, the Defendant Lee executed and delivered to Plaintiff a Guaranty (the "Lee Fourth Guaranty"). A true and correct copy of the Lee Fourth Guaranty is attached hereto as **Exhibit "Y."**

33. On or about March 1, 2011, the Defendant Degenhart executed and delivered to Plaintiff a Guaranty (the "Degenhart Fourth Guaranty"). A true and correct copy of the Degenhart Fourth Guaranty is attached hereto as **Exhibit "Z."**

34. The Loan Agreement, Original Promissory Note, Mortgage, Assignment of Rents, Lee Guaranty Agreement, Degenhart Guaranty Agreement, Duval County Financing Statement, Commercial Loan Agreement, First Renewal Note, First Consent to Renewal by Guarantor, Second Commercial Loan Agreement, Second Renewal Note, Second Consent to Renewal by Guarantor, Lee Second Guaranty, Degenhart Second Guaranty, FTSR Financing Statement, Third Commercial Loan Agreement, Third Renewal Note, Third Consent to Renewal by Guarantor, Lee Third Guaranty, Degenhart Third Guaranty, Fourth Commercial Loan Agreement, Fourth Renewal Note, Fourth Consent to Renewal by Guarantor, Lee Fourth Guaranty, and Degenhart Fourth Guaranty are herein referred to as "Loan Documents."

35. Plaintiff owns and holds the Loan Documents.

36. Borrower caused or permitted an event of default to occur under the terms of the Loan Documents, including but not limited to failure to pay at maturity (the "Default").

37. Defendant Three Amigos has not cured the Default.

38. Defendant Three Amigos owes to Plaintiff the principal sum of \$1,650,000, pursuant to the Loan Documents, together with interest, attorneys' fees, costs and other charges as provided for under the terms of the Loan Documents.

39. All conditions precedent have occurred to entitle Plaintiff to the relief sought.

40. Plaintiff has retained the undersigned attorneys to enforce its rights under the terms of the Loan Documents and is obligated to pay them a reasonable fee for their services.

COUNT I
(Action on Note)

41. Plaintiff realleges the allegations of Paragraphs 1-3, 9-12, 17, 18, 20, 21, 25, 26, 29, 30, 34-40, above.

42. Plaintiff owns and holds the Loan Documents, including but not limited to the Fourth Renewal Note.

43. As a direct and proximate result of Defendant Three Amigos' default, Plaintiff has suffered damages, including, but not limited to, the sums due under the terms of the Loan Documents and the Fourth Renewal Note, together with attorneys' fees and costs.

WHEREFORE, Plaintiff demands judgment for damages against the Defendant Three Amigos, together with interest, attorneys' fees and costs, and other damages as provided for under the terms of the Loan Documents.

COUNT II
(Action on Guaranty against Defendant Lee)

44. Plaintiff realleges the allegations of Paragraphs 1-3, 8, 9, 11, 12, 15, 17-23, 25-32, 34-40, 42 and 43, above.

45. As a result of the default by Defendant Three Amigos as alleged above, Defendant Lee is liable to Plaintiff under the terms of the Lee Guaranty Agreement, Lee Second Guaranty, Lee Third Guaranty and Lee Fourth Guaranty.

WHEREFORE, Plaintiff demands judgment against Defendant Lee for damages, together with interest, costs, attorneys' fees and other damages as provided for under the terms of the Loan Documents.

COUNT III
(Action on Guaranty against Defendant Degenhart)

46. Plaintiff realleges the allegations of Paragraphs 1-3, 8, 9, 11, 12, 15, 17-23, 25-31, 33-40, 42 and 43, above.

47. As a result of the default by Defendant Three Amigos as alleged above, Defendant Degenhart is liable to Plaintiff under the terms of the Degenhart Guaranty Agreement, Degenhart Second Guaranty, Degenhart Third Guaranty and Degenhart Fourth Guaranty.

WHEREFORE, Plaintiff demands judgment against Defendant Degenhart for damages, together with interest, costs, attorneys' fees and other damages as provided for under the terms of the Loan Documents.

COUNT IV
(Action to Foreclose Mortgage)

48. Plaintiff realleges the allegations of Paragraphs 1-7, 9-14, 16-18, 20, 21, 24-26, 29, 30, 34-40, 42 and 43, above.

49. This is an action to foreclose a mortgage on real property located in Duval County, Florida.

50. Defendant **Three Amigos Land Co.**, a South Carolina limited liability company, may claim some right, title or interest in and to the property described in the Mortgage by virtue

of Special Warranty Deed dated December 22, 2006 by Ramco River City, Inc., a Michigan corporation, to Three Amigos Land Co., LLC, a South Carolina limited liability company, recorded in Official Records Book 13732, Page 1265 of the public records of Duval County, Florida; however, such interest is junior, inferior and subordinate to the lien of the Plaintiff's Mortgage.

51. Defendant **River City Storage, LLC**, a Florida limited liability company, may claim some right, title or interest in and to the property described in the Mortgage by virtue of:

(i) Industrial Sign Easement dated December 21, 2004 between Ramco River City, Inc., a Michigan corporation, and River City Storage, LLC, a Florida limited liability company, recorded in Official Records Book 12196, Page 497 of the public records of Duval County, Florida; (ii) Easement Agreement [Airport Center Drive, Traffic Light and General Lift Station] dated December 21, 2004 by and among Ramco River City, Inc., a Michigan corporation, Ramco Jacksonville, LLC, a Michigan limited liability company, River City Storage, LLC, a Florida limited liability company and Liberty River City Residential, LLC, a Florida limited liability company, recorded in Official Records Book 12196, page 549 of the public records of Duval County, Florida; (iii) Easement Agreement [Industrial and Lift Station] dated December 21, 2004 between Ramco River City, Inc., a Michigan corporation, and River City Storage, LLC, a Florida limited liability company, recorded in Official Records Book 12196, Page 576 of the public records of Duval County, Florida, as amended by that certain Amendment to Easement Agreement [Industrial and Lift Station] dated November 1, 2005 between Ramco River City, Inc., a Michigan corporation, and River City Storage, LLC, a Florida limited liability company, recorded in Official Records Book 13220, Page 403 of the public records of Duval County,

Florida; however, such interest is junior, inferior and subordinate to the lien of the Plaintiff's Mortgage.

52. Defendant **Ramco River City, Inc.**, a Michigan corporation, may claim some right, title or interest in and to the property described in the Mortgage by virtue of: (i) Industrial Sign Easement dated December 21, 2004 between Ramco River City, Inc., a Michigan corporation, and River City Storage, LLC, a Florida limited liability company, recorded in Official Records Book 12196, Page 497 of the public records of Duval County, Florida; (ii) Easement Agreement [Airport Center Drive, Traffic Light and General Lift Station] dated December 21, 2004 by and among Ramco River City, Inc., a Michigan corporation, Ramco Jacksonville, LLC, a Michigan limited liability company, River City Storage, LLC, a Florida limited liability company and Liberty River City Residential, LLC, a Florida limited liability company, recorded in Official Records Book 12196, page 549 of the public records of Duval County, Florida; (iii) Easement Agreement [Industrial and Lift Station] dated December 21, 2004 between Ramco River City, Inc., a Michigan corporation, and River City Storage, LLC, a Florida limited liability company, recorded in Official Records Book 12196, Page 576 of the public records of Duval County, Florida, as amended by that certain Amendment to Easement Agreement [Industrial and Lift Station] dated November 1, 2005 between Ramco River City, Inc., a Michigan corporation, and River City Storage, LLC, a Florida limited liability company, recorded in Official Records Book 13220, Page 403 of the public records of Duval County, Florida; however, such interest is junior, inferior and subordinate to the lien of the Plaintiff's Mortgage.

53. Defendant **Liberty River City Residential, LLC**, a Florida limited liability company, may claim some right, title or interest in and to the property described in the Mortgage

by virtue of an Easement Agreement [Airport Center Drive, Traffic Light and General Lift Station] dated December 21, 2004 by and among Ramco River City, Inc., a Michigan corporation, Ramco Jacksonville, LLC, a Michigan limited liability company, River City Storage, LLC, a Florida limited liability company and Liberty River City Residential, LLC, a Florida limited liability company, recorded in Official Records Book 12196, page 549 of the public records of Duval County, Florida; however, such interest is junior, inferior and subordinate to the lien of the Plaintiff's Mortgage.

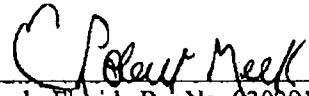
54. Defendant, **Ramco Jacksonville, LLC**, a Michigan limited liability company, may claim some right, title or interest in and to the property described in the Mortgage by virtue of: (i) Maintenance and Reimbursement Agreement dated September 15, 2006 between Ramco Jacksonville, LLC, a Michigan limited liability company and Ramco River City, Inc., a Michigan corporation, recorded in Official Records Book 13543, page 595 of the public records of Duval County Florida; and (ii) Easement Agreement [Airport Center Drive, Traffic Light and General Lift Station] dated December 21, 2004 by and among Ramco River City, Inc., a Michigan corporation, Ramco Jacksonville, LLC, a Michigan limited liability company, River City Storage, LLC, a Florida limited liability company and Liberty River City Residential, LLC, a Florida limited liability company, recorded in Official Records Book 12196, page 549 of the public records of Duval County, Florida; however, such interest is junior, inferior and subordinate to the lien of the Plaintiff's Mortgage.

WHEREFORE, Plaintiff demands judgment for sums due under the terms of the Loan Documents, including foreclosure of the real property described therein, against Defendant Three Amigos and any and all persons claiming by, through or under Three Amigos, and any and all persons claiming an interest in and to the real property described in the Mortgage since the filing

of the Notice of Lis Pendens, ordering the real property sold at foreclosure sale if the sums due are not paid when required by the judgment granted under Count 1, and for such other and further relief as the Court may deem just and proper.

Dated this 9th day of July, 2012.

FOLEY & LARDNER LLP


E. Robert Meek, Florida Bar No. 0302910
One Independent Drive, Suite 1300
Jacksonville, FL 32202-5017
P. O. Box 240, Jacksonville, FL 32201-0240
Telephone: 904.359.2000
Facsimile: 904.359.8700

Attorneys for Plaintiff, PLANTATION
FEDERAL BANK

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served on the following by first-class, postage-prepaid U.S. Mail, this 9th day of July, 2012:

Wesley R. Poole
Poole & Poole, P.A.
P.O. Box 1280
Fernandina Beach, Florida 32035

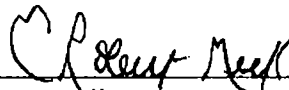
River City Storage, LLC
c/o Stephen Prom as VP of Motolaw, Reg. Agent
50 N. Laura Street, 31st Floor
Jacksonville, Florida 32202

Ramco River City, Inc.
c/o CT Corporation System, Registered Agent
1200 South Pine Island Road
Plantation, Florida 33324

Liberty River City Residential, LLC
c/o Stephen Prom as VP of Motolaw, Reg. Agent
50 N. Laura Street, 31st Floor
Jacksonville, Florida 32202

Ramco Jacksonville, LLC
c/o CT Corporation System, Registered Agent
1200 South Pine Island Road
Plantation, Florida 33324

Paul V. Degenhart
2131 Park Street
Columbia, South Carolina 29201


Attorney

GUARANTY
(Continuing Debt - Limited)

DATE AND PARTIES. The date of this Guaranty is March 1, 2011. The parties and their addresses are:

LENDER:
PLANTATION FEDERAL BANK
AS SUCCESSOR TO FIRST SAVERS BANK
601 Roper Mountain Road
Greenville, SC 29615
Telephone: (864) 477-2560

BORROWER:
THREE AMIGOS LAND CO LLC
a South Carolina Limited Liability Company
8910 Two Notch Rd, Ste 302
Columbia, SC 29223

GUARANTOR:
PAUL V DEGENHART
1720 Phelps St.
Columbia, SC 29206

FILED IN EVIDENCE
CASE NO. 16-2011-CA-9521
PLAINTIFF'S EXHIBIT NO. 4
DEFENDANT'S EXHIBIT NO. 1-09 2014

FILED

JAN 23 2014

DeW. D. Smith
CLERK CIRCUIT COURT

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

A. **Pronouns.** The pronouns "I", "me" and "my" refer to all persons or entities signing this Guaranty, individually and together. "You" and "your" refer to the Lender.

B. **Note.** "Note" refers to the document that evidences the Borrower's indebtedness, and any extensions, renewals, modifications and substitutions of the Note.

C. **Property.** "Property" means any property, real, personal or intangible, that secures performance of the obligations of the Note, Debt, or this Guaranty.

2. **SPECIFIC AND FUTURE DEBT GUARANTY.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce your forbearance with respect to any Debt, or to induce you to extend and/or maintain credit, or grant any other financial accommodation, I absolutely and unconditionally agree to all terms of and guaranty to you the payment and performance of each and every Debt, of every type, purpose and description that the Borrower, either individually or jointly with others, may now or at any time in the future owe you, including, but not limited to the following described Debt(s) including without limitation, all principal, accrued interest, attorneys' fees and collection costs, when allowed by law, that may become due from the Borrower to you in collecting and enforcing the Debt and all other agreements with respect to the Borrower.

A promissory note or other agreement, No. 101, dated March 1, 2011, from Three Amigos Land Co LLC (Borrower) to you, in the amount of \$1,650,000.00. In addition, Debt refers to debts, liabilities, and obligations of the Borrower (including, but not limited to, amounts agreed to be paid under the terms of any notes or agreements securing the payment of any debt, loan, liability or obligation, overdrafts, letters of credit, guaranties, advances for taxes, insurance, repairs and storage, and all extensions, renewals, refinancings and modifications of these debts) whether now existing or created or incurred in the future, due or to become due, or absolute or contingent, including obligations and duties arising from the terms of all documents prepared or submitted for the transaction such as applications, security agreements, disclosures, and the Note.

My liability will not exceed at any one time the sum of 37.500 percent of the original principal amount of the Debt, plus accrued interest, attorneys' fees and collection costs, when allowed by law, and all other costs, fees and expenses agreed to be paid under all agreements evidencing the Debt and securing the payment of the Debt. You may, without notice, apply this Guaranty to such Debt of the Borrower as you may select from time to time.

3. **EXTENSIONS.** I consent to all renewals, extensions, modifications and substitutions of the Debt which may be made by you upon such terms and conditions as you may see fit from time to time without further notice to me and without limitation as to the number of renewals, extensions, modifications or substitutions.

A. **Future Advances.** I waive notice of and consent to any and all future advances made to the Borrower by you.

4. **UNCONDITIONAL LIABILITY.** I am unconditionally liable under this Guaranty, regardless of whether or not you pursue any of your remedies against the Borrower, against any other maker, surety, guarantor or endorser of the Debt or against any Property. You may sue me alone, or anyone else who is obligated on this Guaranty, or any number of us together, to collect the Debt. My liability is not conditioned on the signing of this Guaranty by any other person and further is not subject to any condition not expressly set forth in this Guaranty or any instrument executed in connection with the Debt. My obligation to pay according to the terms of this Guaranty shall not be affected by the illegality, invalidity or unenforceability of any notes or agreements evidencing the Debt, the violation of any applicable usury laws, forgery, or any other circumstances which make the indebtedness unenforceable against the Borrower. I will remain obligated to pay on this Guaranty even if any other person who is obligated to pay the Debt, including the Borrower, has such obligation discharged in bankruptcy, foreclosure, or otherwise discharged by law.

5. **BANKRUPTCY.** If a bankruptcy petition should at any time be filed by or against the Borrower, the maturity of the Debt, so far as my liability is concerned, shall be accelerated and the Debt shall be immediately payable by me. I acknowledge and agree that this Guaranty, and the Debt secured hereby, will remain in full force and effect at all times, notwithstanding any action or undertakings by, or against, you or against any Property, in connection with any obligation in any proceeding in the United States Bankruptcy Courts. Such action or undertaking includes, without limitation, valuation of Property, election of remedies or imposition of secured or unsecured claim status upon claims by you, pursuant to the United States Bankruptcy Code, as amended. In the event that any payment of principal or interest received and paid by any other guarantor, borrower, surety, endorser or co-maker is deemed, by final order of a court of competent jurisdiction, to have been a voidable preference under the bankruptcy or insolvency laws of the United States or otherwise, then my obligation will remain as an obligation to you and will not be considered as having been extinguished.

6. **REVOCAION.** I agree that this is an absolute and unconditional Guaranty. I agree that this Guaranty will remain binding on me, whether or not there are any Debts outstanding, until you have actually received written notice of my revocation or written notice of my death or incompetence. Notice of revocation or notice of my death or incompetence will not affect my obligations under this Guaranty with respect to any Debts incurred by or for which you have made a commitment to the Borrower before you actually receive such notice, and all renewals, extensions, refinancings, and modifications of such Debts. I agree that if any other person signing this Guaranty provides a notice of revocation to you, I will still be obligated under this Guaranty until I provide such a notice of revocation to you. If any other person signing this Guaranty dies or is declared incompetent, such fact will not affect my obligations under this Guaranty.

Paul V Degenhart
South Carolina Guaranty
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EXHIBIT

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7. **PROPERTY.** I agree that any Property may be assigned, exchanged, released in whole or in part or substituted without notice to me and without defeating, discharging or diminishing my liability. My obligation is absolute and your failure to perfect any security interest or any act or omission by you which impairs the Property will not relieve me or my liability under this Guaranty. You are under no duty to preserve or protect any Property until you are in actual or constructive possession. For purposes of this paragraph, you will only be in "actual" possession when you have physical, immediate and exclusive control over the Property and have accepted such control in writing. Further, you will only be deemed to be in "constructive" possession when you have both the power and intent to exercise control over the Property.

8. **DEFAULT.** I will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. **Payments.** I fail to make a payment in full when due.

B. **Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me, Borrower, or any co-signer, endorser, surety or guarantor of this Guaranty or any Debt.

C. **Death or Incompetency.** I die or am declared legally incompetent.

D. **Failure to Perform.** I fail to perform any condition or to keep any promise or covenant of this Guaranty.

E. **Other Documents.** A default occurs under the terms of any other document relating to the Debt.

F. **Other Agreements.** I am in default on any other debt or agreement I have with you.

G. **Misrepresentation.** I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. **Judgment.** I fail to satisfy or appeal any judgment against me.

I. **Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. **Name Change.** I change my name or assume an additional name without notifying you before making such a change.

K. **Property Transfer.** I transfer all or a substantial part of my money or property.

L. **Property Value.** You determine in good faith that the value of the Property has declined or is impaired.

M. **Insolvency.** You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Guaranty or that the prospect for payment or performance of the Debt is impaired for any reason.

9. **WAIVERS AND CONSENT.** To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

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

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

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

3) You may release, substitute or impair any Property.

4) You, or any institution participating in the Debt, may invoke your right of set-off.

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

6) I agree that the Borrower is authorized to modify the terms of the Debt or any instrument securing, guarantying or relating to the Debt.

7) You may undertake a valuation of any Property in connection with any proceedings under the United States Bankruptcy Code concerning the Borrower or me, regardless of any such valuation, or actual amounts received by you arising from the sale of such Property.

8) I agree to consent to any waiver granted the Borrower, and agree that any delay or lack of diligence in the enforcement of the Debt, or any failure to file a claim or otherwise protect any of the Debt, in no way affects or impairs my liability.

9) I agree to waive recourse on any anti-deficiency statutes, through subordination or otherwise, and such statutes in no way affect or impair my liability. In addition, until the obligations of the Borrower to Lender have been paid in full, I waive any right of subrogation, contribution, reimbursement, indemnification, exoneration, and any other right I may have to enforce any remedy which you now have or in the future may have against the Borrower or another guarantor or as to any Property.

Any Guarantor who is an "insider," as contemplated by the United States Bankruptcy Code, 11 U.S.C. 101, as amended, makes these waivers permanently. (An insider includes, among others, a director, officer, partner, or other person in control of the Borrower, a person or an entity that is a co-partner with the Borrower, an entity in which the Borrower is a general partner, director, officer or other person in control or a close relative of any of these other persons.) Any Guarantor who is not an insider makes these waivers until all Debt is fully repaid.

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

C. **Waiver of Claims.** I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith.

10. **REMEDIES.** After the Borrower or I default, you may at your option do any one or more of the following.

A. **Acceleration.** You may make all or any part of the amount owing by the terms of this Guaranty immediately due.

B. **Sources.** You may use any and all remedies you have under state or federal law or in any documents relating to the Debt.

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

D. **Payments Made on the Borrower's Behalf.** Amounts advanced on the Borrower's behalf will be immediately due and may be added to the balance owing under the Debt.

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

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

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

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

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

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

11. **COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after the occurrence of an Event of Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Guaranty or any other document relating to the Debt. To the extent permitted by law, expenses include, but are not limited to, reasonable attorneys' fees, court costs and other legal expenses. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

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

In addition, I represent and warrant that this Guaranty was entered into at the request of the Borrower, and that I am satisfied regarding the Borrower's financial condition and existing indebtedness, authority to borrow and the use and intended use of all Debt proceeds. I further represent and warrant that I have not relied on any representations or omissions from you or any information provided by you respecting the Borrower, the Borrower's financial condition and existing indebtedness, the Borrower's authority to borrow or the Borrower's use and intended use of all Debt proceeds.

13. **RELiance.** I acknowledge that you are relying on this Guaranty in extending credit to the Borrower, and that I have signed this Guaranty to induce you to forbear from exercising your remedies against the Borrower, extend credit to the Borrower, maintain the Borrower's credit, or grant any other financial accommodation. I represent and warrant to you that I have a direct and substantial economic interest in the Borrower and expect to derive substantial benefits from the continued existence of the Debt guaranteed hereby, and from any loan and/or financial accommodations resulting in the creation of other Debt guaranteed hereby. I agree to rely exclusively on the right to revoke this Guaranty prospectively as to future transactions in the manner as previously described in this Guaranty. I agree to rely conclusively on a continuing warranty that I continue to be benefited by this Guaranty and you will have no duty to inquire into or confirm the receipt of any such benefits and this Guaranty will be effective and enforceable by you without regard to the receipt, nature or value of any such benefits.

14. **APPLICABLE LAW.** This Guaranty is governed by the laws of South Carolina, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

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

16. **ASSIGNMENT.** If you assign any of the Debts, you may assign all or any part of this Guaranty without notice to me or my consent, and this Guaranty will inure to the benefit of your assignee to the extent of such assignment. You will continue to have the unimpaired right to enforce this Guaranty as to any of the Debts that are not assigned. This Guaranty shall inure to the benefit of and be enforceable by you and your successors and assigns and any other person to whom you may grant an interest in the Debts and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

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

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

19. **CREDIT INFORMATION.** I agree that from time to time you may obtain credit information about me from others, including other lenders and credit reporting agencies, and report to others (such as a credit reporting agency) your credit experience with me. I agree that you will not be liable for any claim arising from the use of information provided to you by others or for providing such information to others.

20. **AGREEMENT TO ARBITRATE.** You or I may submit to binding arbitration any dispute, claim or other matter in question between or among you and me that arises out of or relates to this Transaction (Dispute), except as otherwise indicated in this section or as you and I agree to in writing. For purposes of this section, this Transaction includes this Guaranty and any other document relating to the Debt, and proposed loans or extensions of credit that relate to this Guaranty. You or I will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws.

You and I must consent to arbitrate any Dispute concerning the Debt secured by real estate at the time of the proposed arbitration. You may foreclose or exercise any powers of sale against real property securing the Debt underlying any Dispute before, during or after any arbitration. You may also enforce the Debt secured by this real property and underlying the Dispute before, during or after any arbitration.

You or I may, whether or not any arbitration has begun, pursue any self-help or similar remedies, including taking property or exercising other rights under the law; seek attachment, garnishment, receivership or other provisional remedies from a court having jurisdiction to preserve the rights of or to prevent irreparable injury to you or me, or foreclose against any property by any method or take legal action to recover any property. Foreclosing or exercising a power of sale, beginning and continuing a judicial action or pursuing self-help remedies will not constitute a waiver of the right to compel arbitration.

The arbitrator will determine whether a Dispute is arbitrable. A single arbitrator will resolve any Dispute, whether individual or joint in nature, or whether based on contract, tort, or any other matter at law or in equity. The arbitrator may consolidate any Dispute with any related disputes, claims or other matters in question not arising out of this Transaction. Any court having jurisdiction may enter a judgment or decree on the arbitrator's award. The judgment or decree will be enforced as any other judgment or decree.

You and I acknowledge that the agreements, transactions or the relationships which result from the agreements or transactions between and among you and me involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section. The American Arbitration Association's Commercial Arbitration Rules, in effect on the date of this Guaranty, will govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to in this Guaranty or another writing.

21. **WAIVER OF TRIAL FOR ARBITRATION.** You and I understand that the parties have the right or opportunity to litigate any Dispute through a trial by judge or jury, but that the parties prefer to resolve Disputes through arbitration instead of litigation. If any Dispute is arbitrated, you and I voluntarily and knowingly waive the right to have a trial by jury or judge during the arbitration.

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

Paul V Degenhart
South Carolina Guaranty
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Answer to Amended Complaint

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IN THE CIRCUIT COURT OF THE
FOURTH JUDICIAL CIRCUIT IN AND
FOR DUVAL COUNTY, FLORIDA

PLANTATION FEDERAL BANK,
a Federal Savings Bank,

Plaintiff,

vs.

CASE NO: 16-2011-CA-9521-XXXX-MA

DIVISION FC-D

THREE AMIGOS LAND CO., LLC
a South Carolina Limited Liability Company,
RIVER CITY STORAGE, LLC a Florida
limited liability company; RAMCO RIVER
CITY, INC. a Michigan Corporation;
LIBERTY RIVER CITY RESIDENTIAL,
LLC, a Florida limited liability company;
RAMCO JACKSONVILLE, LLC,
a Michigan limited liability company;
GEORGE M. LEE, III, an individual;
and PAUL V. DEGENHART, an individual

ANSWER TO AMENDED COMPLAINT

Defendants.

THE DEFENDANT, Paul V. Degenhart (the "Defendant") in responding to the
Plaintiff's Amended Complaint ("Complaint") would respectfully show unto this Honorable
Court that:

AS A FIRST DEFENSE

1. Defendant denies each and every allegation of the Complaint that is not
specifically admitted herein.

AS A SECOND DEFENSE

2. Defendant admits, upon information and belief, the allegations contained in
Paragraph 1 of the Plaintiff's Complaint.



3. Defendant denies the allegations contained in Paragraph 2 of the Plaintiff's Complaint.
4. Defendant admits upon information and believe the allegations contained in Paragraph 3 of the Plaintiff's Complaint.
5. Defendant does not have enough information to admit or deny the allegations contained in Paragraphs 4,5,6 and 7 of the Plaintiff's Complaint, and demands strict proof thereof.
6. Defendant admits the allegations contained in Paragraph 8 of the Plaintiff's Complaint.
7. Defendant admits upon information and believe the allegations contained in Paragraph 9 of the Plaintiff's Complaint.
8. Defendant admits the allegations contained in Paragraph 10 of the Plaintiff's Complaint.
9. Defendant does not have enough information to admit or deny the allegations contained in Paragraph 11 of the Plaintiff's Complaint, and demands strict proof thereof.
10. Defendant denies the allegations contained in Paragraph 12 of the Plaintiff's Complaint.
11. Defendant denies the allegations contained in Paragraph 13 to the extent that any agreement was entered into with Plaintiff's predecessor. The allegations in the balance of the Paragraph are admitted upon information and belief.
12. Defendant denies the allegations contained in Paragraph 14 to the extent

that any agreement was entered into with Plaintiff's predecessor. The allegations in the balance of the Paragraph are admitted upon information and belief.

13. Defendant denies the allegations contained in Paragraph 15 of the Plaintiffs Complaint.
14. Defendant does not have enough information to admit or deny the allegations contained in Paragraphs 16,17,18,19,20, 21,22,23,24,25,26,27,28,29,30 and 31 of the Plaintiff's Complaint, and demands strict proof thereof.
15. The allegations contained in Paragraph 32 are not directed to this Defendant and require no answer. To the extent , if any , an answer is deemed to be required the allegations are denied.
16. Defendant does not have enough information to admit or deny the allegations contained in Paragraph 33 of the Plaintiff's Complaint, and demands strict proof thereof.
17. The allegations contained in Paragraph 34 are not directed to this Defendant and require no answer. To the extent , if any , an answer is deemed to be required the allegations are denied.
18. Defendant denies the allegations contained in Paragraph 35. of the Plaintiffs Complaint.
19. Defendant does not have enough information to admit or deny the allegations contained in Paragraphs 36, 37 and 38 of the Plaintiff's Complaint, and demands strict proof thereof.

20. The allegation contained in Paragraph 39 of the Plaintiff's Complaint call for a legal conclusion to which no answer is required. To the extent an answer is deemed to be required the allegation is denied.
21. Defendant does not have enough information to admit or deny the allegations contained in Paragraph 40. of the Plaintiff's Complaint, and demands strict proof thereof.
22. Defendant denies the allegations contained in Paragraph 42 of the Plaintiffs Complaint.
23. Defendant denies the allegations contained in Paragraph 43 of the Plaintiffs Complaint.
24. The allegations contained in Paragraph 45 are not directed to this Defendant and require no answer. To the extent , if any , an answer is deemed to be required the allegations are denied.
25. Defendant denies the allegations contained in Paragraph 47 of the Plaintiffs Complaint.
26. Defendant admits upon information and belief the allegations contained in Paragraph 49. of the Plaintiff's Complaint.
27. Defendant admits the allegations contained in the first five lines of Paragraph 50. The allegation contained in the remainder of Paragraph 50 of the Plaintiff's Complaint call for a legal conclusion to which no answer is required. To the extent an answer is deemed to be required the allegation is denied, demands strict proof thereof.
28. The allegations contained in Paragraph 51, 52, 53 and 54 are not directed to

this Defendant and require no answer. To the extent , if any , an answer is deemed to be required the allegations are denied.

FOR A THIRD AFFIRMATIVE DEFENSE

29. The allegations contained in Paragraphs 1 through 28 above, not inconsistent herewith, are hereby realleged as if set forth herein verbatim.
30. Such injury or loss as the Plaintiff sustained, if any, as alleged in the Complaint, was proximately caused and occasioned by the contributory negligence of the Plaintiff.

FOR A FOURTH AFFIRMATIVE DEFENSE

31. The allegations contained in paragraphs 1 through 30 above, not inconsistent herewith, are hereby realleged as if set forth herein verbatim.
32. The Defendant would show that the Fourth Guaranty Agreement was entered into under duress.

FOR A FIFTH DEFENSE

33. The allegations contained in Paragraphs 1 through 32 above, not inconsistent herewith, are hereby realleged as if set forth herein verbatim.
34. The Defendant would show that Plaintiff is not a proper party to this litigation, in that Plaintiff does not exist as a legal entity, and that this matter should be dismissed against this Defendant as a matter of law.

FOR A SIXTH DEFENSE

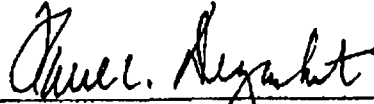
35. The allegations contained in paragraphs 1 through 34 above, not

Inconsistent herewith, are hereby realleged as if set forth herein verbatim.

36. Plaintiff failed to state a cause of action upon which relief may be granted.

WHEREFORE, having fully replied to the Complaint herein, the Defendant would pray that this Court inquire into the matters alleged herein and;

1. Dismiss the Complaint of the Plaintiff.
2. Award to the Defendant attorney's fees and costs.
3. For such other and further relief as this Court may deem just and proper.



Paul V. Degenhart, Pro Se
2131 Park Street
Columbia, South Carolina 29201
(803)771-6050
(803)771-7006 fax

July 18, 2012

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Answer has been delivered to E. Robert Meek, Esq., Foley & Lardner LLP, Attorneys for Plaintiff, One Independent Drive, Suite 1300, Jacksonville, FL 32201 - 0240, by first class mail, postage paid this 16th day of July 2012.

Transcript

000075

1 STATE OF SOUTH CAROLINA

IN THE CIVIL COURT

2 COUNTY OF RICHLAND

3
4 SOUTH STATE BANK,
ET AL,

Plaintiffs,

-vs-

THREE AMIGOS, ET AL,

Defendants.

TRANSCRIPT OF RECORD

14-CP-40-05683

June 6, 2016
Columbia, South Carolina

B E F O R E:

HONORABLE D. CRAIG BROWN, Judge.

A P P E A R A N C E S:

W. CLIFF MOORE III, Esquire
Attorney for the Plaintiff

PAUL V. DEGENHART, Esquire
Attorney for the Defendant

L. COCONUT PANTSARI, R.P.R.
Circuit Court Reporter

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INDEX OF WITNESSES

(Court Reporter's Note: There was no direct or cross examination of any witnesses.)

INDEX OF EXHIBITS

(Court Reporter's Note: No exhibits were marked or received into evidence.)

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1 (The following proceedings are reported on
2 June 6, 2016.)

3 THE COURT: The next matter on here is South
4 State Bank v. Three Amigos. Anyone here on that matter?

5 MR. MOORE: Yes, Your Honor. Cliff Moore for
6 South State Bank.

7 MR. DEGENHART: My name is Paul Degenhart,
8 Your Honor.

9 THE COURT: Yes, sir. I believe this is
10 defendant's motion; is that correct?

11 MR. DEGENHART: It is, Your Honor.

12 THE COURT: I'm happy to hear from you, sir.

13 MR. DEGENHART: Thank you, Your Honor. May I
14 approach?

15 THE COURT: Yes, sir.

16 MR. DEGENHART: I received from Mr. Moore a
17 supplemental memorandum on this case late last week and
18 in view of that put together this reply.

19 THE COURT: All right.

20 (Hands to Court.)

21 MR. DEGENHART: The basic issue in this
22 matter, this was a loan on a piece of property in
23 Jacksonville, Florida. It was a loan from a South
24 Carolina state bank to a South Carolina limited
25 liability company.

1 The loan was actually governed by a loan
2 commitment, which is attached to this memorandum as
3 Exhibit 3. That loan commitment provides on page 1 of
4 the loan commitment how the deficiency -- if there was a
5 deficiency -- would be apportioned.

6 On the last page of the loan commitment in the
7 paragraph at the top provides, "That this commitment and
8 all provisions hereto shall survive the closing," and
9 goes on to say, "That the commitment shall be
10 interpreted, construed, and enforced according to the
11 laws of the State of South Carolina."

12 What happened was there was a foreclosure on
13 the property in the State of Florida, absolutely
14 ignored. But what happened then was that the deficiency
15 matter was heard in the State of Florida.

16 We believe that based on the fact that this
17 was a South Carolina loan -- all negotiations took place
18 in South Carolina, all parties were in South Carolina,
19 all documents were in South Carolina, all accounts were
20 in South Carolina, all witnesses were in South Carolina.

21 The underlying documents, starting with the
22 loan commitment and carrying forward to the promissory
23 note, which states in Article 15 on page 5, "That the
24 note shall be governed and construed in accordance with
25 the laws of the State of South Carolina."

1 The mortgage, which is Exhibit 5, states on
2 page 21, Article 4.5, "That the lien and security
3 interest shall be governed and construed in accordance
4 with the laws of the State of South Carolina, but all
5 other provisions shall be governed and construed in
6 accordance with the internal laws of the State of South
7 Carolina."

8 The guaranty -- and there were several -- but
9 the primary guaranty in this case also states, "That the
10 guaranty shall be construed in accordance with the laws
11 of the State of South Carolina." None of that occurred.

12 So we don't believe that the State of Florida
13 had any interest in hearing this case or had any
14 ultimately in personam or subject matter jurisdiction
15 over this matter.

16 The plaintiff will argue that because an
17 answer was filed in the State of Florida that that
18 answer subjected the defendants to jurisdiction in the
19 State of Florida; however, the answer was filed with
20 respect to the foreclosure matter.

21 Then plaintiff further argues that I
22 personally was the managing member of the limited
23 liability company. But there is an attachment,
24 Number 2, Exhibit 2, Your Honor, to this that shows I
25 wasn't the managing member of the limited liability

1 company.

2 Plaintiff then argues that: Well, there was a
3 forum selection clause contained in the loan documents.
4 That's true, Your Honor; however, in the State of
5 Florida, a forum selection clause is not effective
6 unless and until the plaintiff can show that the
7 defendant had minimum contacts to the jurisdictional
8 state, in this case Florida.

9 In my case particularly, Your Honor, I own no
10 property, had no employees, had no contacts that would
11 have subjected me to personal jurisdiction in the State
12 of Florida.

13 That case is governed by numerous -- that
14 matter is governed by numerous case law citations from
15 the State of Florida, which clearly states that the
16 forum selection clause cannot operate as the sole basis
17 for jurisdiction.

18 There must be an independent basis and the
19 enforceability has to rely only upon upon minimum
20 contacts with the State of Florida. In this case there
21 were none. So our position is that the State of Florida
22 never had either in personam -- or more particularly --
23 subject matter jurisdiction in this case.

24 The Supreme Court has held that if subject
25 matter jurisdiction doesn't exist, no -- nothing can

1 create it. No agreement, nothing. It simply does not
2 exist. That law, that case law, is upheld both in the
3 states of Florida and South Carolina.

4 THE COURT: Is that case in the citation --

5 MR. DEGENHART: It is --

6 THE COURT: Hold on a minute.

7 MR. DEGENHART: I'm sorry.

8 THE COURT: You can't talk when I'm talking.
9 The court reporter can't take it down when both of us
10 are talking.

11 MR. DEGENHART: I apologize.

12 THE COURT: Is that case and citation of such
13 case that you are referring to within your memo that you
14 just had handed up here?

15 MR. DEGENHART: Yes, Your Honor, it is. This
16 then becomes a technical matter, and that is whether or
17 not the filed judgment in the State of South Carolina
18 comported with the laws of South Carolina which require
19 that a foreign judgment -- that the authentication of a
20 foreign judgment -- be signed by a circuit court judge
21 and the Clerk of Court.

22 In this case the judgment that was filed, the
23 authentication of the judgment, did not have the
24 signature of both a circuit court judge and the Clerk of
25 Court. It merely was filed as a true and correct copy

1 by the Clerk of Court only.

2 So for all of those reasons, the defendant in
3 this matter has moved that the judgment in the State of
4 Florida, which cannot exist because you can raise
5 particularly subject matter jurisdiction at any time,
6 that it should not be given full faith and credit in the
7 State of South Carolina. That is all set forth in the
8 memorandum and attachments here, Your Honor.

9 THE COURT: All right. Very well. Thank you,
10 sir.

11 Yes, sir, Mr. Moore.

12 MR. MOORE: Yes, Your Honor. The memorandum
13 that we filed last week was just an updated memorandum
14 when we filed this a year ago when we were before the
15 Court.

16 It was suggested that there was an appeal
17 pending and there was a stay. That stay has been lifted
18 by order that was entered in this matter back in July.
19 So really the content of what we submitted to the Court
20 last week was no different than what we had submitted
21 before.

22 Our argument is fully contained in there. I
23 think the relevant things for Your Honor's consideration
24 are that this was a foreclosure action. We had an LLC
25 that was formed -- with some South Carolina

1 individuals -- who brought the property, the LLC brought
2 the property in Florida and financed it with a South
3 Carolina bank.

4 There was a foreclosure action that was filed,
5 and Mr. Degenhart was named as a party to that
6 foreclosure action by virtue of a guaranty. The
7 guaranty that is attached to the pleadings and on which
8 judgment was entered is attached to our argument.

9 It specifically provides not only that the
10 guaranty is governed by the laws of South Carolina and
11 the United States of America, it also says it's governed
12 by the laws of the jurisdiction where the property is
13 located, which in this case would be the State of
14 Florida.

15 Mr. Degenhart appeared in that action. I
16 don't know if Your Honor understands this, but
17 Mr. Degenhart is an attorney, licensed to practice law
18 in South Carolina.

19 He appeared in the matter in Florida pro se,
20 filed an answer but did not raise jurisdiction of any
21 type, in personam, subject matter, nothing. He asserted
22 affirmative defenses, and his answer is attached
23 there. He lost. He appealed that loss. He asked for a
24 reconsideration of the Court's affirmation of the
25 appeal.

1 That matter was filed in the State of Florida.
2 It has been fully litigated. What Mr. Degenhart is
3 raising is a choice of laws provision. There is
4 nothing, anything, that has been submitted to the Court
5 that this is decided under the laws of the State of
6 Florida.

7 He has not shown where the laws of the State
8 of South Carolina or any laws would have given a
9 different result than what was entered down in the State
10 of Florida.

11 The property was sold. The proceeds of the
12 sale were not sufficient to satisfy the debt, and there
13 is still an obligation. That obligation is reflected by
14 that judgment.

15 What he is arguing is that there was no
16 jurisdiction over him in the State of Florida. That
17 matter was raised, I believe, on appeal and has been
18 fully litigated down in the State of Florida.

19 This matter needs to move forward. We think
20 that there was jurisdiction, and we think that these
21 matters have already been litigated. We ask that the
22 Court look at the authenticated judgment we have from
23 the State of Florida.

24 Under our rules of evidence, it has been
25 authenticated. It's under seal by the Clerk of Court.

000085

1 The judgment is signed by the judge that she
2 authenticates.

3 So I think all the qualifications of our
4 statute have been met, and this judgment should be given
5 full faith and credit. Thank you, Your Honor.

6 THE COURT: I will take a look at it. I had
7 an opportunity to review what you submitted last week
8 forwarded to my law clerk via e-mail. I will take a
9 look at what Mr. Degenhart has submitted, and I will let
10 you all know.

11 *** END OF REQUESTED TRANSCRIPT OF RECORD ***
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C E R T I F I C A T E

I, the undersigned L. Coconut Pantsari, Official Reporter for the Fifth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete Transcript of Record of all the proceedings had and the evidence introduced in the hearing of the captioned cause, relative to appeal, in the Civil Court for Richland County, South Carolina, on the 6th day of June, 2016.

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

August 5, 2016

s/L. Coconut Pantsari

Court Reporter

000087

Motion to dismiss dated April 20, 2012

000088

IN THE CIRCUIT COURT OF THE
FOURTH JUDICIAL CIRCUIT IN
AND FOR DUVAL COUNTY,
FLORIDA

PLANTATION FEDERAL BANK. A Federal
Savings Bank,

Plaintiff,

vs.

THREE AMIGOS LAND CO., LLC a
South Carolina limited liability company;
RIVER CITY STORAGE, LLC, a Florida
limited liability company; RAMCO RIVER
CITY, INC., a Michigan corporation;
LIBERTY RIVER CITY RESIDENTIAL,
LLC, a Florida limited liability company;
RAMCO JACKSONVILLE, LLC, a Michigan
limited liability company; GEORGE M. LEE,
III. and individual; and PAUL V.
DEGENHART, an individual,

Defendants.

CASE NO.: 16-2011-CA-9521-XXXX-MA

DIVISION FC-D

MOTION TO DISMISS

TO: Plantation Federal Bank, PLAINTIFF:

Defendant Paul V. Degenhart (sometimes referred to as “the Defendant”)
moves the Court to dismiss the Complaint filed herein against him, and in support
thereof, would show as follows:

000089

Said complaint fails to state a cause of action in that it fails to allege that Plaintiff owns or holds the "Fourth Renewal Note", which is allegedly the last renewal note, Exhibit W to the complaint.

WHEREFORE, defendant Paul V. Degenhart respectfully requests the Court inquire into the matters contained in this Motion and grant the Motion and issue an order dismissing this cause of action with prejudice; and for such other and further relief as this Court deems just and proper.

Respectfully Submitted,

Paul V. Degenhart, *Pro Se*
2131 Park St.
Columbia, SC 29201
803-771-6050
803-771-7006 Fax

April 20, 2012
Columbia, SC

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been delivered to E. Robert Meek, Esq., Foley & Lardner LLP, Attorneys for Plaintiff, One Independent Drive, Suite 1300, Jacksonville, FL 32201 – 0240, by overnight mail this 20th day of April 2012

Paul V. Degenhart

000090

Motion for rehearing or to amend dated March 13, 2014

000091

IN THE CIRCUIT COURT OF THE
FOURTH JUDICIAL CIRCUIT IN
AND FOR DUVAL COUNTY,
FLORIDA

SCBT. A South Carolina state chartered
banking corporation, d/b/a First Federal a
division of SCBT,

Plaintiff,

vs.

THREE AMIGOS LAND CO., LLC a
South Carolina limited liability company;
RIVER CITY STORAGE, LLC, a Florida
limited liability company; RAMCO RIVER
CITY, INC., a Michigan corporation;
LIBERTY RIVER CITY RESIDENTIAL,
LLC, a Florida limited liability company;
RAMCO JACKSONVILLE, LLC, a Michigan
limited liability company; GEORGE M. LEE,
III. and individual; and PAUL V.
DEGENHART, an individual,

Defendants.

CASE NO.: 16-2011-CA-9521-XXXX-MA

DIVISION FC-D

**MOTION FOR REHEARING OR TO AMEND AMENDED FINAL JUDGMENT
FOR DEFICIENCY**

Defendant Paul V. Degenhart, an individual, (sometimes referred to as "the Defendant") moves the Court pursuant to Rules 1.530 (a) and (g), Florida Rules of Civil Procedure, to rehear or in the alternative amend its Amended Final Judgment for Deficiency and in support thereof, would show as follows:

1. On January 9, 2014, a trial was held before this Court for determination of deficiency, if any, against the defendants Three Amigos Land Co., LLC, George M. Lee, III and Paul V. Degenhart.

000092

2. At the conclusion of the hearing Counsel for the Plaintiff handed up a proposed order to the Court. Such order had never been presented to or reviewed by the Defendants or counsel for the Defendants.
3. Immediately upon reviewing the proposed order Counsel for the Plaintiff was contacted because the proposed Order did not accurately apportion the Deficiency against the Defendants.
4. Counsel for the Lender was provided additional information, including but not limited to copies of a commitment letter dated December 1, 2006 ("Commitment") which clearly stated that the guarantors liability "under the loan will be limited to the following percentages:

George Lee – 50%

Paul Degenhart – 25%

William Degenhart- 25%

5. Counsel was also provided the March 1, 2011 (copy attached to Affidavits) amendment to the original Commitment to change the guarantors liabilities as follows:

George Lee – 62.5%

Paul Degenhart – 37.5% (See Affidavits of George M. Lee and Paul V. Degenhart attached as Exhibits A & B to earlier Motion).

6. It was never intended that the guaranty calculation used by the now lender, which simply creates joint and several liability would be used.
7. It was always the intention that this loan, which was never refinanced or otherwise novated but was merely renewed, would be guaranteed severally by

the members of Three Amigos in accordance with the percentage ownership interests of each member. (See Affidavits of George M. Lee and Paul V. Degenhart attached).

8. A simple example would be if the deficiency were \$100,000 it would be assessed as follows:

George Lee – \$62,500

Paul Degenhart – \$37,500

9. See also the Affidavit of Paul V. Degenhart which attaches to it three separate guarantys all of which were prepared by Lenders Counsel. Each of the three contains different terms and conditions **but each is intended to express the limitation of liability and not the determination of liability.**
10. On the last page the Commitment further provides "**this commitment and all terms and provisions hereto shall survive the closing of the loan and shall not be merged into any of the loan documents.**"
11. Despite being provided with this information counsel for the Lender refused to amend its proposed Order. Counsel's response to being provided with this information was "the commitment has no bearing by the time the loan was renewed/changed multiple times from the original commitment."
12. In view of the preemptive statement contained in the Commitment dated December 1, 2006 this response is clearly erroneous. Counsel relies on the guaranties presented to the Court then wishes to ignore the ancillary documents which clearly contain a preemptive clause. There was only one loan and it was at all times governed by the Commitment.

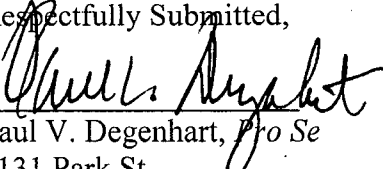
13. On January 21, 2014 the Court entered a File Judgment for Deficiency (the "Final Judgment") a true and correct copy of which is attached hereto as Exhibit "C". The court adopted the proposed Order without making any changes. In view of the additional information which was prepared by and was in the possession of the Lender, but was withheld from the Court, this finding was clearly erroneous.
14. All of the documents, including but not limited, to the Commitment, Amendment, Guarantees etc. were prepared by the Lender. (See Affidavit of Paul V. Degenhart attached). To the extent these documents taken together contain any ambiguity as to the application of the Guarantys any ambiguity should be construed strictly against the drafting party. Shakespeare Foundation, Inc. v. Jackson, 61 So. 3d 1194).
15. On page 3 of the Final Judgment, the award of attorney's fees in the damages finding (paragraph 1) and the amount set forth in the reasonableness portion of the Final Judgment (paragraph 2) are internally inconsistent. Specifically, the award of attorneys fees awarded by the court in paragraph 1 was \$71,912.50. However, paragraph 2 of the Final Judgment relating to the reasonableness reflects a figure of \$35,322.50. In view of the fact that this proposed Order was prepared by Lender's counsel the court is urged to adopt the lower of the two figures.
16. In addition, as pointed out to the court at the Final Hearing this case was originally filed in October 2011. In late June 2012 this Court dismissed the complaint of the Plaintiff as being inadequate. At the time of dismissal, the alleged attorney's fees were approximately \$24,200. The court is urged to

eliminate these fees from any award made by the Court because the case was dismissed through no fault of the Defendants. (See Order attached as Exhibit D). In addition, the court is urged to reevaluate the attorney's fees claimed by the Plaintiff from March 13, 2013 to date. All that remained to be done as of March 13, 2013 was the sale of the property and the calculation of a deficiency, if any. Legal fees alone for that period total approximately \$30,000 which should be viewed as excessive.

17. On February 27, 2014 the Court entered an Amended Final Judgment for Deficiency allowing \$71,912.50 as a reasonable legal fee but not changing any other elements of the original Order.

WHEREFORE, Defendant Paul V. Degenhart respectfully requests the Court inquire into the matters contained in this Motion and grant the Motion and issue an order for a rehearing of this cause of action or amending its Amended Final Order; and for such other and further relief as this Court deems just and proper.

Respectfully Submitted,



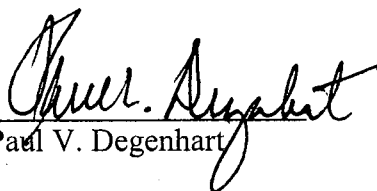
Paul V. Degenhart, *Pro Se*
2131 Park St.
Columbia, SC 29201
803-771-6050
803-771-7006 Fax

000096

March 13, 2014
Columbia, SC

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been delivered to E. Robert Meek, Esq., Foley & Lardner LLP, Attorneys for Plaintiff, One Independent Drive, Suite 1300, Jacksonville, FL 32201 – 0240, and Harrison W Poole, Esq., Poole & Poole, PA, PO Box 1280, Fernandina Beach, FL 32035 by overnight mail this 13th day of March 2014.


Paul V. Degenhart

000097

Motion for Rehearing; Clarification dated February 23, 2015

000098

IN THE DISTRICT COURT OF APPEAL, FIRST DISTRICT
STATE OF FLORIDA

Paul V. Degenhart,

Appellant,

vs.

SCBT, A South Carolina State Chartered
Banking Corporation d/b/a First Federal, A
Division of SCBT.

Appellee.

CASE NO.: ID14-3374

**MOTION FOR REHEARING;
CLARIFICATION; CERTIFICATION**

Paul V. Degenhart, Appellant hereby requests Pursuant to Rule 9.330 of the
Florida Rules of Appellate Procedure that the Court issue a written opinion in this matter
because a written opinion would provide a legitimate basis for supreme court review.

/s/ Paul V. Degenhart
Paul V. Degenhart, *Pro Se*
2131 Park St.
Columbia, SC 29201
803-771-6050
Fax: 803-771-7006

pdegenhart@degenhartlaw.com

February 23, 2015
Columbia, SC

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been delivered to E. Robert Meek, Esq., Foley & Lardner LLP, One Independent Drive, Suite 1300, Jacksonville, FL 32201 – 0240, James A. McKee, Foley & Lardner, LLP, 106 East College Avenue, Suite 900, Tallahassee, FL 32310 and Harrison W Poole, Esq., Poole & Poole, PA, PO Box 1280, Fernandina Beach, FL 32035 by first class mail, postage paid mail this 23rd day of February 2015.

000099

/s/ Paul V. Degenhart

Motion to dismiss for lack of subject matter jurisdiction March 9, 2015

000101

IN THE DISTRICT COURT OF APPEAL, FIRST DISTRICT
STATE OF FLORIDA

Paul V. Degenhart,

Appellant,

vs.

SCBT, A South Carolina State Chartered Bank

Appellee.

CASE NO.: 14-3374

**MOTION TO DISMISS FOR LACK OF
SUBJECT MATTER JURISDICTION**

Comes now Appellant Paul V. Degenhart and moves the Court to dismiss for lack of subject matter jurisdiction under authority of Florida Rules of Civil Procedure, Rule 1.140 (B) (1) and 1.540 (b) McGee v. Biggs, 974 So. 2d 524, 526, (Fla. 4th DCA 2008), Citing Strommen v. Strommen, 927 So. 2d 176 (Fla. 2d DCA 2006) and shows that:

1. This Court lacks subject matter jurisdiction to proceed. Subject matter jurisdiction has never been established on the record. The jurisdictional question can be raised at any time and can never be time barred. De Claire v. Yohanan, 453 So. 2d 375 (Fla. 1984).
2. Subject matter jurisdiction is confirmed on a court by the state constitution and applicable statutes. Subject matter jurisdiction may not be conferred upon the court by the consent of the parties, and the lack of subject matter jurisdiction may be raised for the first time on appeal. See Walker v. Garrison, 610 So. 2d 716, 718 (Fla. 4th DCA 1992); Florida Export Tobacco Co. v. Department of Revenue, 510 So. 2d 936, 943 (Fla. 1st

000102

DCA), review denied, 519 So. 2d 986 (Fla. 1987); See also Parker v. Parker, 553 So.2d 309, 311 (Fla. 1st DCA 1989). Subject matter jurisdiction "concerns the power of the trial court to deal with a class of cases to which a particular case belongs." Cunningham v. Standard Guar. Ins. Co., 630 So.2d 179, 181 (Fla. 1994) (citing Lovett v. Lovett, 93 Fla. 611, 112 So. 768 (1927)).

3. In this case it is not contested that the Florida Circuit Court had the right to foreclose on the property. What is contested is the fact that the Florida court had any in personam or subject matter jurisdiction for the purposes of determining a deficiency, if any, an amount due under the Promissory Note, if any, and the enforcement of the Personal guarantee.
4. Further, subject matter jurisdiction cannot be waived by consent or agreement thus any purported agreement waiving jurisdiction is ineffective. Williams v. Starnes, 522 So. 2d 469, 471 (Fla. 2d DCA). The parties cannot agree to jurisdiction over Subject matter jurisdiction when none exists. Cunningham, 630 So.2d at 181).

The pertinent facts are as follows:

The loan was made in South Carolina;

The promissory note which governed the transaction was executed in South Carolina and in Section 15 called for the application of South Carolina Law. (See Exhibit No. 1);

All negotiations took place in South Carolina;

000103

The lender was a South Carolina based legal entity and was never qualified to do business in the State of Florida;

The Borrower was a South Carolina legal entity;

The final guarantors were South Carolina residents;

The guarantee of Defendant in Section 14 provided that it shall be governed and construed in accordance with the internal laws of the State of South Carolina. (See Exhibit No. 2).

All payments were made in South Carolina;

All accounts of both lender and borrower were maintained in South Carolina;

All documents were prepared in South Carolina by counsel representing the Lender;

All documents were executed in South Carolina;

All documents were maintained in South Carolina;

All witnesses were domiciled in South Carolina; (See Exhibit No. 3).

The loan commitment which governed this transaction and was dated December 1, 2006 and which stated in part **"this commitment and all terms and provisions hereto shall survive the closing of the loan and shall not be merged into any of the loan documents"** anticipated enforcing all agreements pursuant to the laws of the State of South Carolina.[First paragraph on Page 5].(See Exhibit No. 4).

Even the mortgage, in Section 4.5, which governed the enforcement of the liens and security interests under Florida law is clear

that all other provisions of that mortgage shall be governed by the laws of the State of South Carolina. (See Exhibit No. 5).

The Supreme Court has made it perfectly clear that in this type of situation the state which seeks to subject the nonresident to its judicial jurisdiction must have a definite interest in the litigation... There must be a rational nexus between the fundamental events giving rise to the cause of action and the forum state which gives that state sufficient interest in the litigation before it may constitutionally compel litigants defend in a foreign forum. Curtis Publishing Co. v. Birdsong, 360 F.2d 344(5th Cir. 1966). The State of Florida has absolutely no interest in this litigation. Without subject matter jurisdiction a judgment is void N.W.T. v. L.H.D. (In re D.N.H.W.) 955 So. 2d 1236, 1238 (Fla. 2d DCA 2007).

By finding that a Florida Court had no subject matter jurisdiction the lender's position is not compromised because all it had to do was to bring an action in the State of South Carolina. For the reasons set forth above this matter should be dismissed for lack of subject matter jurisdiction and the judgment held to be void.

Respectfully Submitted,

/s/ Paul V. Degenhart
Paul V. Degenhart, *Pro Se*
2131 Park St.
Columbia, SC 29201
803-771-6050
Fax: 803-771-7006

pdegenhart@degenhartlaw.com

March 9, 2015
Columbia, SC

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been delivered to E. Robert Meek, Esq., Foley & Lardner LLP, One Independent Drive, Suite 1300, Jacksonville, FL 32201 – 0240, James A. McKee, Foley & Lardner, LLP, 106 East College Avenue, Suite 900, Tallahassee, FL. 32310 and Harrison W Poole, Esq., Poole & Poole, PA, PO Box 1280, Fernandina Beach, FL 32035 by first class mail, postage paid mail this 9th day of March 2015.

/s/ Paul V. Degenhart

000106

Motion for Rehearing; clarification dated March 30, 2015

000107

IN THE DISTRICT COURT OF APPEAL, FIRST DISTRICT
STATE OF FLORIDA

Paul V. Degenhart,

Appellant,

vs.

SCBT, A South Carolina State Chartered
Banking Corporation d/b/a First Federal, A
Division of SCBT.

Appellee.

CASE NO.: ID14-3374

**MOTION FOR REHEARING;
CLARIFICATION; CERTIFICATION**

Paul V. Degenhart, Appellant hereby requests Pursuant to Rule 9.330 of the Florida Rules of Appellate Procedure that the Court rehear this matter, issue a written opinion and clarification and certification in the Denial of Appellant's Motion to Dismiss for Lack of Subject Matter Jurisdiction because a written opinion would provide a legitimate basis for supreme court review and without such there is no way Appellant can determine the basis for the Denial.

/s/ Paul V. Degenhart
Paul V. Degenhart, *Pro Se*
2131 Park St.
Columbia, SC 29201
803-771-6050
Fax: 803-771-7006

pdegenhart@degenhartlaw.com

March 30, 2015
Columbia, SC

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been delivered to E. Robert Meek, Esq., Foley & Lardner LLP, One Independent Drive, Suite 1300, Jacksonville, FL.

000108

32201 – 0240, James A. McKee, Foley & Lardner, LLP, 106 East College Avenue, Suite 900, Tallahassee, FL. 32310 and Harrison W Poole, Esq., Poole & Poole, PA, PO Box 1280, Fernandina Beach, FL 32035 by first class mail, postage paid mail this 30th day of March 2015.

/s/ Paul V. Degenhart

000109

Motion for relief from Foreign Judgment dated December 17, 2014

000110

IN THE COURT OF COMMON
PLEAS

COUNTY OF RICHLAND

FOR THE FIFTH JUDICIAL
CIRCUIT

CASE NO: 2014-CP-40-5683

South State Bank f/k/a SCBT,
a South Carolina state chartered
banking corporation, d/b/a First
Federal, a Division of SCBT,

Plaintiff,

VS.

Three Amigos Land Co., LLC)
a South Carolina limited liability)
company; River City Storage, LLC)
a Florida Limited liability company)
Ramco River City, Inc., a)
Michigan corporation; Liberty)
River City Residential, LLC a)
Florida limited liability company,)
Ramco Jacksonville, LLC, a)
Michigan limited liability company)
George M. Lee, III, an individual;)
and Paul V. Degenhart, an)
individual.)

Defendants.

MOTION FOR RELIEF FROM FOREIGN JUDGMENT

TO: South State Bank, PLAINTIFF:

Defendant Paul V. Degenhart (sometimes referred to as “the Defendant”) moves the Court to dismiss the Foreign Judgment filed against him, and in support thereof, would show as follows:

000111

1. Defendant was not subject to section 48.193 of the Florida Statutes dealing with Jurisdiction (long arm statute). In addition the judgment is not entitled to full faith and credit in South Carolina because the Defendant had insufficient minimum contacts with Florida to render him subject to personal jurisdiction in the State of Florida.

The validity and effect of a foreign judgment must be determined by the laws of the state that rendered the judgment. Hamilton v. Patterson, 236 S.C. 487, 492, 115 S.E. 2d 68,70 (1960); Purdie v. Smalls, 293 S.C. 216, 220, 359 S.E. 2d 306,308 (Ct. App. 1987).

In Venetian Salami Co. v. Parthenais, 554 So. 2d 499 (Fla. 1989), the Florida Supreme Court considered the circumstances under which a Florida court may exercise jurisdiction over a nonresident defendant pursuant to Florida's long arm statute.(section 48.193 of the Florida Statutes). The court stated that in determining whether the long arm jurisdiction is appropriate in a particular case, two inquiries must be made;(1) whether the complaint alleges sufficient facts to bring the action within the ambit of the long arm statute, and (2) if so, whether there are sufficient minimum contacts to satisfy due process?

Whether the constitutional requirement of minimum contacts has been met will depend on the facts of each case. See Burger King Corp. v. Rudzewicz, 471 U.S. 462, 485-86, 105 S.Ct. 2174, 2189-90, 85 L.Ed.2d 528 (1985). In Burger King, the Supreme Court considered the exercise of personal jurisdiction over a foreign defendant under section 48.193 (1) (g). It held

that an individual's contract with an out-of-state party cannot alone establish sufficient minimum contacts in the other party's home forum. Personal jurisdiction is not determined by a mechanical test. The parties prior negotiations, the consequences of their actions as contemplated by the parties, terms of the contract, and the parties actual course of dealings must be considered in evaluating whether a defendant purposefully established minimum contacts within the forum. The affidavit of Paul V. Degenhart, attached hereto, clearly establishes that there were no contacts with the state of Florida. Further, in another Florida case the Court stated that " the breach occurs with the creditor is domiciled". Madax International Corp.v. Delcher International Moving Services, Inc., 342 So. 2d 1082 (Fla. 2d DCA 1977). Since no creditor in this matter was ever domiciled anywhere but in the State South Carolina, the State of Florida can have no jurisdiction.

The only nexus with the state of Florida was the fact that property owned by the borrower was located in Jacksonville. This fact alone however would not subject this Defendant to jurisdiction within the State of Florida and even if it did this Defendant had no minimum contacts with the State of Florida.

The only argument the Plaintiff might be able to make was that a forum selection clause contained in a contract between the parties provided for jurisdiction in either of South Carolina or Florida. However, in McRae v. J.D./M.D., Inc., 511 So.2d 540 (Fla. 1987), the Florida Supreme Court held that a forum selection clause in the contract designating Florida as the

forum cannot operate as the sole basis for a Florida court to exercise personal jurisdiction... There must be an independent basis under section 48.193, and there must otherwise be minimum contacts, for the Florida Court to exercise jurisdiction. It is only after the Florida Court has in personam jurisdiction... that... The enforceability of a forum selection clause comes into play."

In a South Carolina case, similar to this case, our court found that a Florida decree was not entitled to full faith and credit because the party against whom the judgment was rendered had insufficient minimum contacts with Florida to render it subject to personal jurisdiction. Loyd and Ring's Wholesale Nursery, Inc., v. Long & Woodley Landscaping and Garden Center, Inc., 431 S.E. 2d 632, 315 S.C. 88, (Ct. App. 1993).

In summary, there is no basis for the Florida court ever having had any jurisdiction over this Defendant's guarantee and thus any judgment of the Florida Court must be considered null and void, unenforceable and not entitled to full faith and credit.

2. The guaranty in question was to have been interpreted pursuant to State of South Carolina law. It was not. The guaranty in question was interpreted in accordance with Florida law which was a violation of the Due Process Clause of the 14th amendment which provides that no state shall "deprive any person of life, liberty, or property without due process of law."

The issue raised by the Due Process Clause is simply whether or not the

application of one states laws would be arbitrary or fundamentally unfair to either of the litigants. In this case, it subjected a Defendant who was not subject to the jurisdiction of the Florida Court to an arbitrary decision of a tribunal under Florida Law. This outcome was never contemplated by the parties. Even if there is a conflict of Laws, which is denied, most courts apply the analysis set forth in the American Law Institutes reinstatement (Second) of conflict of laws and apply the law of the state with the most significant relationship or contacts with the contract. Under such analysis the courts would consider:

- a. the place of contracting- South Carolina
- b. the place of the negotiation of the contract – South Carolina
- c. the place of performance – South Carolina
- d. the location of the subject matter of the contract- South Carolina- except that the property was located in Jacksonville, Florida.
- e. The domicile, residence, nationality, place of incorporation and place of business of the parties.- Plaintiff, each prior lender, borrower and each defendant were located in South Carolina.

There can absolutely be no basis for any law but that of the state of South Carolina being applied to this dispute. Not doing so was a clear violation of due process.

3. This matter should be dismissed because the judgment filed with the Court was not properly authenticated as required by section 15-35-920 (A) of the South Carolina Code Ann.

Section 15 – 35 – 920(A) requires that a copy of the foreign judgment authenticated in accordance with an act of Congress or the statutes of this state may be filed in the office of the clerk of court... The final judgment from the Circuit Court of the Fourth Judicial Circuit in and for Duval County, Florida filed in this matter is merely a “true and correct copy”. As such, it does not comply with the filing requirements of the South Carolina Code and should be rejected.

4. This matter should be dismissed because the judgment filed with the Court, upon information and belief, does not provide the proper address of the judgment creditor as required by section 15 – 35 – 930 (B) of the South Carolina Code Ann.

Within the Notice of Filing the Plaintiff is listed as Adams and Reese, LLP, c/o Lana H. Sims, IV, 1501 Main Street, 5th floor, Columbia, SC 29201. Upon information and belief, this is not the Plaintiff and the address is incorrect. As such, it does not comply with the filing requirements of the South Carolina Code and should be rejected.

5. In the alternative this matter should be stayed because the foreign judgment rendered in the State of Florida has been appealed and such appeal remains pending in the District Court of Appeal of Florida, First

District. This case number ID 14 – 3374 remains active and as such any execution upon any judgment in the state of South Carolina should be stayed.

WHEREFORE, Defendant Paul V. Degenhart respectfully requests the Court inquire into the matters contained in this Motion and grant the Motion and issue an order removing the Judgment from the Judgment Record with prejudice; and for such other and further relief as this Court deems just and proper.

Respectfully Submitted,

Paul V. Degenhart, *Pro Se*
2131 Park St.
Columbia, SC 29201
803-771-6050
803-771-7006 Fax

December 17, 2014
Columbia, SC

000117

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

CASE NO: 2014-CP-40-5683

South State Bank f/k/a SCBT,)
a South Carolina state chartered)
banking corporation, d/b/a First)
Federal, a Division of SCBT,)

Plaintiff,)

vs.)

Affidavit

Three Amigos Land Co., LLC)
a South Carolina limited liability)
company; River City Storage, LLC)
a Florida Limited liability company)
Ramco River City, Inc., a)
Michigan corporation; Liberty)
River City Residential, LLC a)
Florida limited liability company,)
Ramco Jacksonville, LLC, a)
Michigan limited liability company)
George M. Lee, III, an individual;)
and Paul V. Degenhart, an)
individual,)

Defendants.)
_____))

AFFIDAVIT OF PAUL DEGENHART

Personally before the undersigned officer, who is duly authorized to administer oaths,
appeared Paul Degenhart who, upon being duly sworn, deposes and says as follows:

1. I am Paul Degenhart, and I am a resident of the County of Richland and the State of South Carolina.

2. The loan in this case was made to Three Amigos Land Co., LLC a South Carolina limited liability company.
3. None of the members of Three Amigos Land Co., LLC was a Florida resident.
4. The initial lender was First Savers Bank a South Carolina entity.
5. That loan was taken over by Plantation Federal Savings and Loan, a South Carolina entity.
6. The holder of the loan is now alleged to be South State Bank, formerly known as First Federal; both are South Carolina entities.
7. None of the lenders was a Florida entity conducting business in the State of Florida.
8. All negotiations took place in South Carolina.
9. All accounts were maintained in South Carolina.
10. All payments were made in South Carolina.
11. All correspondence with respect to the loan was limited to the State of South Carolina.
12. All documents were executed in South Carolina.
13. South Carolina law was to apply to all transactions.
14. None of the contracts in this case required any action on the loan to be performed in the State of Florida.
15. I have received no revenue for services provided in the State of Florida.
16. I own no real property in the State of Florida.
17. I conducted no business in the State of Florida.
18. I have never had an office in the State of Florida.
19. I have never had any employees in the State of Florida.

20. My only involvement with this transaction was to be a several guarantor of a loan made by a South Carolina entity to a South Carolina entity.

FURTHER AFFIANT SAYETH NOT.

Paul Degenhart, Defendant, Pro Se
2131 Park Street
Columbia, SC 29201
803-771-6050

Sworn to and Subscribed before me
_____ a Notary Public in
and for the State of South Carolina
this ___ day of December 2014

Reply to Amended Memorandum dated June 3, 2016 with exhibits

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STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON
PLEAS

COUNTY OF RICHLAND)

FOR THE FIFTH JUDICIAL
CIRCUIT

CASE NO: 2014-CP-40-5683

South State Bank f/k/a SCBT,
a South Carolina state chartered
banking corporation, d/b/a First
Federal, a Division of SCBT,

Plaintiff,

vs.

Three Amigos Land Co., LLC
a South Carolina limited liability
company; River City Storage, LLC)
a Florida Limited liability company)
Ramco River City, Inc., a
Michigan corporation; Liberty
River City Residential, LLC a
Florida limited liability company,
Ramco Jacksonville, LLC, a
Michigan limited liability company)
George M. Lee, III, an individual;
and Paul V. Degenhart, an
individual,

Defendants.

RICHLAND COUNTY
FILED
2016 JUN -3 PM 3:14
JEANNETTE W. MCBRIDE
C.C.P. & G.S.

**REPLY TO AMENDED MEMORANDUM IN OPPOSITION TO DEFENDANT'S
MOTION FOR RELIEF FROM FOREIGN JUDGMENT**

TO: South State Bank, Plaintiff:

Defendant Paul V. Degenhart (sometimes referred to as "the Defendant")

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Replies to Defendant's Amended Memorandum in Opposition to Plaintiff's Motion to dismiss the Foreign Judgment filed against him, and in support thereof, would show as follows:

Defendant argues:

1. Defendant was not subject to section 48.193 of the Florida Statutes dealing with Jurisdiction (long arm statute);
2. The Florida court failed to interpret the Personal Guaranty under South Carolina law [wrongly stated by the Plaintiff to be under Florida Law];
3. The copy of the Judgment recorded in Richland County was not authenticated;
4. The address for Plaintiff stated in the notice of filing is incorrect; and
5. The State of Florida never had subject matter jurisdiction over this matter.

Defendant was not subject to section 48.193 of the Florida Statutes dealing with Jurisdiction (long arm statute)

Plaintiff argues that:

- a. Defendant was subject to The Florida court's jurisdiction because he made an appearance in the case. Defendant does not deny that he made an appearance in the case with respect to the foreclosure but avers that should not rise to the level of conferring personal jurisdiction over him with respect to any alleged deficiency.

Plaintiff then asserts that even if Defendant had not submitted himself the jurisdiction of the Florida court the Florida court had jurisdiction because the foreclosure was local and Defendant signed an agreement containing a

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forum selection clause. Plaintiff attempts to back up this assertion by citing South Carolina and Indiana case law. This case law however is inapplicable because the validity and effect of a foreign judgment must be determined by the laws of the state that rendered the judgment. Hamilton v. Patterson, 236 S.C 487, 492, 115 S.E. 2d 68,70 (1960); Purdie v. Smalls, 293 S.C. 216, 220,359 S.E. 2d 306,308 (Ct. App. 1987). Thus, with respect to jurisdiction only the laws of the State of Florida apply. In McRae v. J.D./M.D., Inc., 511 So.2d 540 (Fla. 1987), the Florida Supreme Court held that a forum selection clause in the contract designating Florida as the forum cannot operate as the sole basis for a Florida court to exercise personal jurisdiction... There must be an independent basis under section 48.193, and there must otherwise be minimum contacts, for the Florida Court to exercise jurisdiction. It is only after the Florida Court has in personam jurisdiction... that... The enforceability of a forum selection clause comes into play." Defendant, in fact, had no minimum contacts with the state of Florida.(Exhibit 1 – Affidavit of Paul V Degenhart).

- b. Lender then argues that Defendant should be subject to jurisdiction in the State of Florida because he was the managing member of Three Amigos Land Co., LLC ("Borrower"). Not only is this argument defective because it misstates the facts (Defendant was not the managing member- see attached Section 3.1 excerpt from the Operating Agreement of the Borrower- Exhibit 2) it is defective legally because there is no statute or case law which makes a member of a

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limited liability company subject to the jurisdiction of any court, solely because of membership in the LLC.

The Florida court failed to interpret the Personal Guaranty under South Carolina law [wrongly stated by the Plaintiff to be under Florida Law]

Contrary to the Plaintiff's assertion Defendant asserts that the provisions of the Personal guarantee were entirely misinterpreted by the Florida Court. The terms of the individual guarantee which were not modifiable were set forth in the December 1, 2006 Commitment letter and stated that this Defendant's liability was limited to 25%. (Exhibit 3- Page 1). The construction of the guarantee by the Florida Court in effect made the liability joint and several and not limited as contemplated in the Commitment Letter. Most significantly, the commitment letter states that **"this commitment and all terms and provisions hereto shall survive the closing of this loan and shall not be merged into any of the loan documents"**. (Exhibit 3 – page 5). Further, the Promissory Note under which the liability, if any, accrues clearly states in Section 15 that this Note shall be governed and construed under and in accordance with the laws of the State of South Carolina. (Exhibit 4- Section 15 page 5). That the Mortgage should be construed under Florida law as to the security interest in the property is not contested. However, the mortgage does not create a liability in favor of the Lender. It merely creates a security interest in the collateral supporting the loan. All other provisions of the mortgage shall be

governed and construed in accordance with the internal laws of the State of South Carolina. (Exhibit 5 section 4.5 page 21).

The copy of the Judgment recorded in Richland County was not authenticated

This matter should be dismissed because the judgment filed with the Court was not properly authenticated as required by section 15-35-920 (A) of the South Carolina Code Ann.

Section 15 – 35 – 920(A) requires that a copy of the foreign judgment authenticated in accordance with an act of Congress or the statutes of this state may be filed in the office of the clerk of court... **To have been effective the authenticating instrument attached to a copy of the Judgment should have been signed by both the Clerk of Court and a Circuit Court Judge of the originating County.** It is not. The final judgment from the Circuit Court of the Fourth Judicial Circuit in and for Duval County, Florida filed in this matter is merely a “true and correct copy”. (Exhibit 6). As such, it does not comply with the filing requirements of the South Carolina Code and should be rejected.

The address for Plaintiff stated in the notice of filing is incorrect

Plaintiff merely argues that it used its counsel’s address as a servant of the legal entity. That address however is not consistent with the requirements of section 15 – 35 – 930 (B) which requires that the notice “must set forth the name and the address of the judgment creditor, his

attorney...” Clearly the notice provided in this case is noncompliant. (See attached Exhibit 8 which shows that the legal address of the Plaintiff is 520 Gervais Street, Columbia, SC 29201).

Lack of Subject Matter Jurisdiction.

Defendant further argues that Florida court lacked Subject Matter Jurisdiction which argument may be raised at any time including for the first time on appeal. See State v. Funderburk, 259 S.C. 256, 261, 191 S.E.2d. 520, 522 (1972) (stating “the acts of a court with respect to a matter as to which it has no jurisdiction are void”).

The Florida Court lacked subject matter jurisdiction under authority of Florida Rules of Civil Procedure, Rule 1.140 (B) (1) and 1.540 (b) McGee v. Biggs, 974 So. 2d 524, 526, (Fla. 4th DCA 2008), Citing Strommen v. Strommen, 927 So. 2d 176 (Fla. 2d DCA 2006) and shows that:

1. The Florida Court lacked subject matter jurisdiction to proceed. Subject matter jurisdiction was never been established on the record. The jurisdictional question can be raised at any time and can never be time barred. De Claire v. Yohanan, 453 So. 2d 375 (Fla. 1984).
2. Subject matter jurisdiction is confirmed on a court by the state constitution and applicable statutes. Subject matter jurisdiction may not be conferred upon the court by the consent of the parties, and the lack of subject matter jurisdiction may be raised for the first time on appeal. See Walker v. Garrison, 610 So. 2d 716, 718 (Fla. 4th DCA 1992); Florida Export Tobacco Co. v. Department of Revenue, 510 So. 2d 936, 943 (Fla. 1st

DCA), review denied, 519 So. 2d 986 (Fla. 1987); See also Parker v. Parker, 553 So.2d 309, 311 (Fla.1st DCA 1989). See also State v. Brown, 351 S.C. 522, 570 S.E. 2d 559 (Ct. App. 2002). Subject matter jurisdiction “concerns the power of the trial court to deal with a class of cases to which a particular case belongs.” Cunningham v. Standard Guar. Ins. Co., 630 So.2d 179, 181 (Fla.1994) (citing Lovett v. Lovett, 93 Fla. 611, 112 So. 768 (1927)).

3. In this case it is not contested that the Florida Circuit Court had the right to foreclose on the property. What is contested is the fact that the Florida court had any in personam or subject matter jurisdiction for the purposes of determining a deficiency, if any, an amount due under the Promissory Note, if any, and the enforcement of the Personal guarantee.
4. Further, subject matter jurisdiction cannot be waived by consent or agreement thus any purported agreement waiving subject matter jurisdiction is ineffective. Williams v. Starnes, 522 So. 2d 469,471 (Fla. 2d DCA). The parties cannot agree to jurisdiction over subject matter jurisdiction when none exists. Cunningham. 630 So.2d at 181).
See also – The question of [subject matter] jurisdiction cannot be waived by any act or admission of the parties, for the very obvious reason that the parties have no power to invest any tribunal with jurisdiction of a subject over which the law is not conferred jurisdiction upon such tribunal. Hence the common expression, ‘Consent cannot conferred jurisdiction.’ State v. Douglas, 245 S.C. 83, 138 S.E.2d 845 (1964).

The pertinent facts are as follows:

The loan was made in South Carolina;

The promissory note which governed the transaction was executed in South Carolina and in Section 15 called for the application of South Carolina Law. (See Exhibit No. 4);

All negotiations took place in South Carolina;

The lender was a South Carolina based legal entity and was never qualified to do business in the State of Florida;

The Borrower was a South Carolina legal entity;

The final guarantors were South Carolina residents;

The guarantee of Defendant in Section 14 provided that it shall be governed and construed in accordance with the internal laws of the State of South Carolina. (See Exhibit No.7). To the extent that any other guarantees were signed but did not conform to the requirements set forth in the Commitment Letter then such guarantee should be considered to be ambiguous and strictly construed against the drafting party which was in all cases the lender.

All payments were made in South Carolina;

All accounts of both lender and borrower were maintained in South Carolina;

All documents were prepared in South Carolina by counsel representing the Lender;

All documents were executed in South Carolina;

All documents were maintained in South Carolina;

All witnesses were domiciled in South Carolina; (See Exhibit No.1-Affidavit of Paul V. Degenhart).

The loan commitment which governed this transaction and was dated December 1, 2006 and which stated in part **“this commitment and all terms and provisions hereto shall survive the closing of the loan and shall not be merged into any of the loan documents”** anticipated enforcing all agreements pursuant to the laws of the State of South Carolina. (Exhibit No. 2- First paragraph on Page 5). Even the mortgage, in Section 4.5, which governed the enforcement of the liens and security interests under Florida law is clear that all other provisions of that mortgage shall be governed by the laws of the State of South Carolina. (See Exhibit No. 5).

The Supreme Court has made it perfectly clear that in this type of situation the state which seeks to subject the nonresident to its judicial jurisdiction must have a definite interest in the litigation... There must be a rational nexus between the fundamental events giving rise to the cause of action and the forum state which gives that state sufficient interest in the litigation before it may constitutionally compel litigants defend in a foreign forum. Curtis Publishing Co. v. Birdsong, 360 F.2d 344(5th Cir. 1966). The State of Florida has absolutely no interest in this litigation. Without subject matter jurisdiction a judgment is void N.W.T. v. L.H.D. (In re D.N.H.W.) 955 So. 2d 1236, 1238 (Fla. 2d DCA 2007).

By finding that a Florida Court had no subject matter jurisdiction the lender's position is not compromised because all it had to do was to bring an action in the State of South Carolina. For the reasons set forth above this matter should be dismissed for lack of subject matter jurisdiction and the judgment held to be void.

WHEREFORE, Defendant Paul V. Degenhart respectfully requests the Court inquire into the matters contained in the Motion and grant the Motion and issue an order removing the Judgment from the Judgment Record with prejudice; and for such other and further relief as this Court deems just and proper.

Respectfully Submitted,


Paul V. Degenhart, Pro Se
2131 Park St.
Columbia, SC 29201
803-771-6050
803-771-7006 Fax

June 6, 2016
Columbia, SC

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EX 1

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

CASE NO: 2014-CP-40-5683

South State Bank f/k/a SCBT,
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Plaintiff,

vs.

Affidavit

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Ramco River City, Inc., a
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River City Residential, LLC a
Florida limited liability company,
Ramco Jacksonville, LLC, a
Michigan limited liability company)
George M. Lee, III, an individual;
and Paul V. Degenhart, an
individual,

Defendants.

RICHLAND COUNTY
FILED
2016 JUN -3 PM 3:14
JEANNETTE W. MOBRIDE
C.C.P. & G.S.

AFFIDAVIT OF PAUL DEGENHART

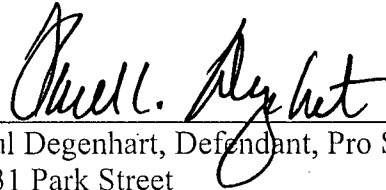
Personally before the undersigned officer, who is duly authorized to administer oaths,
appeared Paul Degenhart who, upon being duly sworn, deposes and says as follows:

1. I am Paul Degenhart, and I am a resident of the County of Richland and the State of South Carolina.

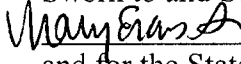
2. The loan in this case was made to Three Amigos Land Co., LLC a South Carolina limited liability company.
3. None of the members of Three Amigos Land Co., LLC was a Florida resident.
4. The initial lender was First Savers Bank a South Carolina entity.
5. That loan was taken over by Plantation Federal Savings and Loan, a South Carolina entity.
6. The holder of the loan is now alleged to be South State Bank, formerly known as First Federal; both are South Carolina entities.
7. None of the lenders was a Florida entity conducting business in the State of Florida.
8. All negotiations took place in South Carolina.
9. All accounts were maintained in South Carolina.
10. All payments were made in South Carolina.
11. All correspondence with respect to the loan was limited to the State of South Carolina.
12. All documents were executed in South Carolina.
13. South Carolina law was to apply to all transactions.
14. None of the contracts in this case required any action on the loan to be performed in the State of Florida.
15. I have received no revenue for services provided in the State of Florida.
16. I own no real property in the State of Florida.
17. I conducted no business in the State of Florida.
18. I have never had an office in the State of Florida.
19. I have never had any employees in the State of Florida.

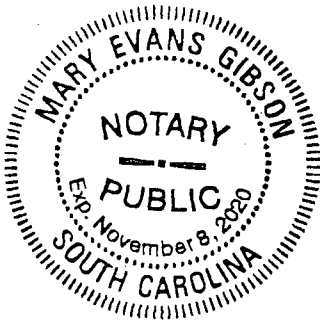
20. My only involvement with this transaction was to be a several guarantor of a loan made by a South Carolina entity to a South Carolina entity.

FURTHER AFFIANT SAYETH NOT.



Paul Degenhart, Defendant, Pro Se
2131 Park Street
Columbia, SC 29201
803-771-6050

Sworn to and Subscribed before me
 a Notary Public in
and for the State of South Carolina
this 3rd day of June 2016.



EX 2

OPERATING AGREEMENT OF

Three Amigos Land Co., LLC

The Member Agrees As Follows:

This Operating Agreement for Three Amigos Land Co., LLC is hereby adopted and agreed to effective November 6, 2006 by the members of the LLC. The initial members of this LLC are: George M. Lee, III, Paul V. Degenhart and William J. Degenhart.

SECTION I - ORGANIZATION OF THE LIMITED LIABILITY COMPANY

Section 1.1 Formation.

The LLC has been organized as a South Carolina Limited Liability Company by filing the Articles of Organization with the South Carolina Secretary of State. The LLC has also been qualified to do business in the State of Florida.

Section 1.2 Name.

The name of the LLC is Three Amigos Land Co., LLC and Three Amigos Land Co., LLC shall conduct its business in this name.

Section 1.3 Registered Office and Agent.

The LLC's initial office and agent are specified in the Articles of Organization. If the members elect to change either the office or agent (or if the agent resigns), the members agree that they will promptly file the name of the new agent or office with the Secretary of State.

Section 1.4 Principal Office.

Section 33-44-211 requires all South Carolina LLCs to annually report the location of their current principal office (which is not required to be in South Carolina). The initial principal office of the LLC is 2131 Park Street, Columbia, SC 29201.

Section 1.5 Designated Office.

Section 33-44-108(a)(1) requires the LLC to also maintain a designated office in South Carolina. The LLC agrees as is required by Section 33-44-109 to notify the Secretary of State of any change of this office. The street address of the LLC's initial designated office in South Carolina is: 2131 Park Street, Columbia, SC 29201.

vote, such act is void ab initio. The member attempting the transfer remains the member and the purported substitute obtains no rights whatsoever.

Section 2.4 A Member May Not Assign His Financial Rights Without the Consent of the Other Members.

A member may voluntarily assign or pledge his distributional interest (his financial rights) to another person or entity upon the affirmative vote of sixty six and 2/3 thirds percent (66 2/3%). The assignment or pledge of such distributional interest is effective as to the LLC when reflected upon the books and records of the LLC. An assignment or pledge of all or any portion of a member's distributional is not deemed an event of dissociation and the LLC shall not dissolve. An assignee or pledgee does not become a substituted member unless the procedures and requirements of Section 2.3 have been specifically complied with. If a member attempts to pledge or assign any or all of his financial rights in the LLC to another person without the above required vote, such act is void ab initio. The member attempting an assignment or pledge retains all such rights and the purported assignee or pledgee obtains no rights whatsoever.

SECTION III - MANAGEMENT & CONTROL OF THE LLC

Section 3.1 Management by Member.

This LLC shall be member run. The Member shall have the full power and authority to manage the affairs of this business, to make all decisions, and to take all actions for the LLC unless otherwise stated herein. The initial members shall be George M. Lee, III, Paul V. Degenhart and William J. Degenhart.

Section 3.2 Votes of Members.

Each member of this LLC shall be entitled to vote based on his percentage ownership of the Membership Interests in the LLC.

Section 3.3 Place of Meeting.

All meetings of the members shall be held at the principal office of the LLC. Members may participate in such meetings by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participate in a meeting as provided here shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 3.4 Conduct of Meetings.



December 1, 2006

Three Amigos Land Company, LLC
 c/o George Lee
 Professional Realty, Inc.
 8910 Two Notch Road, Suite 302
 Columbia, South Carolina 29223

Re: \$1.80MM Development Loan to Three Amigos Land Company, LLC

Dear Gentlemen:

This letter constitutes the commitment of First Savers Bank (the "Bank") to make a loan (the "Loan") to the borrower described below (the "Borrower") under the following terms and conditions:

General Terms.

Borrower	Three Amigos Land Company, LLC
Guarantor	The Loan will be unconditionally guaranteed by George Lee, William Degenhart, and Paul Degenhart. Notwithstanding the above, the above mentioned guarantors liability under the loan will be limited to the following percentages: George Lee 50% William Degenhart 25% Paul Degenhart 25%
Loan Amount	\$1,800,000
Type of Loan	Development
Purpose of Loan	Provide funds for the purchase and 3.79 acres of land located at the intersection of Highway 17 and Airport Road in Jacksonville, Florida. Borrower intends to develop this parcel into three retail out-parcels.
Collateral	The Loan will be secured by a title-insured, first real estate mortgage on the property described in the Purpose of Loan above. Assignment of all Rents, Leases, and Profits.
Interest Rate	30-day LIBOR Base Rate plus 2.50%

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Fees and Expenses Borrower shall pay Bank a commitment fee of \$9,000.00 at the closing of the loan.

Borrower also shall pay all costs and expenses incident to the Loan. The foregoing shall be paid by Borrower even if the Loan does not close. The Bank designates Lindsey Smith as its counsel.

Payment Terms

Interest only for twenty three (23) months. One final payment of all principal plus any accrued but unpaid interest shall be due and payable upon the maturity

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of the loan, 24 months from the loan closing.

Loan Value to An appraisal will be ordered by the Bank and must be found acceptable to the Bank prior to the Loan closing. The loan amount shall not exceed 75% of the appraised value.

Loan Advances Bank will make Loan Advances based upon completed construction and installation only. All construction draws will include a draw request in form and substance satisfactory to Bank. Advances will be made on a pro-rata basis in accordance with the percentage of completion. Borrower shall use Loan proceeds only for construction purposes. All advances shall be made in accordance with the terms and conditions of a loan agreement. Borrower shall only be entitled to one advance per calendar month.

Reporting Requirements And Operating Covenants.

Financial
Reporting

The Borrower and Guarantors shall provide the Bank with annual financial statements and tax returns.

Loan Documentation And Other Closing Requirements.

Loan
Documentation

The Loan and Bank's liens and security interests in the Collateral shall be evidenced by this commitment letter, and also shall be evidenced and supported by such additional loan documents ("Loan Documents") as Bank and its counsel deem necessary, including a promissory note from Borrower to Bank in the face amount of the Loan. The Loan Documents shall be in form and contain substantive content satisfactory to Bank and its counsel. All Loan Documents must be executed and delivered to Bank, and if required by Bank's counsel, filed or recorded, at or before closing.

Authority
Documents

Borrower shall furnish to Bank a certified copy of its organizational documents, together with resolutions approving the Loan, and a certified certificate of authority from Borrower's state of organization, all of which shall be current, in effect as of closing and otherwise satisfactory to Bank and its counsel.

Counsel's
Opinion

A written opinion shall be furnished at, and effective as of, closing by Borrower's independent counsel and the opinion shall be in form and substance satisfactory to Bank and its counsel.

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Insurance

Borrower shall provide to Bank at closing evidence satisfactory to Bank that the following insurance is in effect as of closing: builders risk and general liability insurance. The insurance shall be in amounts, with companies and on terms acceptable to Bank; it shall show Bank as a mortgagee or loss payee, as instructed by Bank; and it shall be continuously maintained in force by Borrower until the Loan is repaid in full.

**Banking
Relationship**

The Bank requests that the Borrower maintain its primary deposit accounts with the Bank.

**Additional
Requirements**

Borrower and Guarantor shall satisfy all such other terms and conditions as Bank and its counsel deem necessary to ensure the proper documentation of the Loan, the perfection of the liens and security interests in the Collateral and compliance with all laws and regulations applicable to Bank, Borrower, and Guarantor relative to the Loan. The additional requirements shall include, without limitation, those set forth in Attachment 1.

Miscellaneous.**Conditions
Precedent**

The obligations of Bank to close are subject to the satisfaction of all of the terms and conditions of this commitment letter and the Loan Documents in a manner satisfactory to Bank and its counsel. Without limiting the foregoing, but in furtherance thereof, a condition precedent to closing is Borrower demonstrating to Bank that the Collateral does not present environmental risks or liabilities that are unacceptable to Bank.

**Borrower
Certification**

The acceptance of this commitment shall constitute a certification by the person executing the acceptance that all material matters relating to Borrower and Guarantor have been disclosed to Bank and that there has been no material, adverse change in Borrower, to include its financial condition and operating condition, or Guarantor.

No Change

The obligation of Bank to make the Loan is conditioned upon there being no material adverse changes in the financial or operating condition of Borrower or Guarantor.

**Non-
Assignability**

This commitment is for the sole benefit of Borrower and no other Person shall have any rights under this commitment against Bank, including any bankruptcy trustee or debtor in possession. This commitment may not be assigned without the prior written consent of Bank.

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This commitment and all terms and provisions hereto shall survive the closing of the loan and shall not be merged into any of the loan documents. This commitment shall be interpreted, construed and enforced according the Laws of the State of South Carolina. All expenses incident to the making, closing and enforcement of the loan, including, without limitation, attorney fees, insurance premiums, shall be paid by the Borrower. If this commitment is acceptable, please indicate by signing in the space provided of this commitment and return to us no later than December 8, 2006. The bank will have no obligation to fund the loan if the loan does not close prior to January 1, 2007.

It is our pleasure to assist you in the project and should you have any questions, please feel free to contact me at (864) 286-2270.

Sincerely,

William M. Aiken, III Randy Bell
Director of Real Estate Banking Senior Vice President
Plantation Financial Corporation First Savers Bank

ACCEPTED AND AGREED TO THIS 14 Day of December 2006

AS BORROWER FOR Three Amigos Land Company, LLC

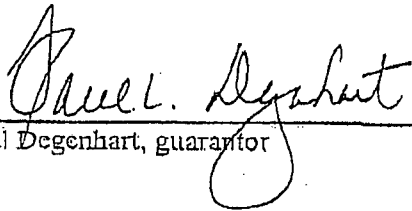
By: [Signature]
George Lee, Manager

AS GUARANTOR

[Signature]
George Lee, guarantor

[Signature]
William Degenhart, guarantor

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Paul Degenhart, guarantor

ATTACHMENT I
(Additional Requirements)

Title Insurance: A standard ALTA title insurance commitment, insuring the Bank's second lien position, together with copies of all exceptions to title except general utility easements and other easements, which are shown and referenced by recordation information on the survey is to be provided, prior to closing, by a company licensed to do business in South Carolina and acceptable to the Bank. After closing, a final title insurance policy is to be issued in accordance with the title commitment and be otherwise satisfactory to us.

Survey: A survey prepared and certified by a Florida registered land surveyor showing the location of all property lines and any and all setbacks and sidelines, all existing or proposed buildings, and all streets, roads, rights of way, easements, encroachments and related matters. Unless Bank agrees otherwise in writing, the survey shall be performed to then current ALTA standards, shall be so certified by the surveyor, shall be in recordable form and shall be otherwise sufficient for title insurance to be issued without any survey exception.

Flood Determination: A flood insurance policy in the amount of the Loan if the improved portion of the property (or any part thereof) is located in a flood hazard area. To determine if any portion of the improvements are in a flood hazard area, an independent flood insurance determination shall be made by the Bank or its representatives or agents. If the improvements or any portion thereof is located in a flood area, the Bank at its sole option may terminate this commitment. If, after closing, the Property (or any part thereof) is remapped and the improvements are determined to be located in a flood hazard area, the Borrower shall be required to obtain and maintain a flood insurance policy in accordance with the provisions of this paragraph.

Access: Evidence of reasonable means of ingress and egress to and from the Collateral that consists of real property.

Zoning: Written evidence from the appropriate authorities that the Collateral that consists of real property and its intended use are in compliance with all applicable zoning ordinances and land use laws and regulations.

Utilities: Evidence acceptable to Bank of the on-site availability of all utility services necessary for the operation of Borrower's business.

Architect's Certificate: A statement from the architect of record that plans and specifications comply with all building codes and other applicable laws, including, without limitation, the Americans With Disabilities Act and Fair Housing Act, when applicable. Further, the statement should certify that the

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* 8800010884 101 X

PROMISSORY NOTE

\$1,800,000.00

December 22, 2006

1. BORROWER'S PROMISE TO PAY. FOR VALUE RECEIVED, the undersigned **THREE AMIGOS LAND CO., LLC**, a South Carolina limited liability company (the "Borrower"), whose address is 8910 Two Notch Road, Suite 302, Columbia, South Carolina 29223, hereby promises to pay to the order of **FIRST SAVERS BANK** (the "Lender") at its office at 501 Roper Mountain Road, Greenville, South Carolina 29615, or such other place as the Lender may designate in writing, in lawful money of the United States, the principal sum of up to **One Million Eight Hundred Thousand and no/100 (\$1,800,000.00) Dollars**, together with interest thereon as of and from the dates of disbursement thereof computed at the rate set forth hereinafter, which principal and interest shall be payable in accordance with the terms set forth hereinafter.

2. TERM OF NOTE. This term of this Note shall commence on the date hereof and shall extend until December 10, 2008 (the "Maturity Date"), upon which date the entire outstanding unpaid principal and interest, if not sooner paid, shall become due and payable in full.

3. INTEREST. Interest shall accrue and be computed upon the daily outstanding principal balance at the LIBOR Rate (defined hereinafter) plus a margin in excess of the LIBOR Rate (the "Margin") of two hundred fifty (250) basis points. Interest shall be calculated hereunder on the basis of a 360-day year and the actual number of days elapsed in an Interest Period (defined hereinafter). The interest rate shall remain fixed during each Interest Period throughout the term of this Note. As used in this Note, the following terms shall have the following meanings:

"Business Day" shall mean, with respect to Interest Periods applicable to the LIBOR Rate, a day on which the Lender is open for business and on which dealings in U.S. Dollar deposits are carried on in the London Inter-Bank Market.

"Interest Period" shall mean a period of one (1) month, provided that (i) the initial Interest Period may be less than one month, depending on the initial funding date, and (ii) no Interest Period shall extend beyond the Maturity Date.

"Interest Rate Determination Date" shall mean the date of this Note and the first Business Day of each calendar month thereafter.

"LIBOR Rate" shall mean that rate per annum effective on any Interest Rate Determination Date which is equal to the quotient of:

- (a) the rate per annum equal to the offered rate for deposits in U.S. Dollars for a one (1) month period, which rate appears on that page of Bloomberg reporting service, or such similar service as

the right to institute any proceedings on this Note, the Loan Documents, or any other collateral or guarantees given to secure the same, without limitation, for the purpose of collecting the indebtedness due hereunder and thereunder, and the Borrower agrees to pay all reasonable costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees.

12. DEFAULT INTEREST RATE. Any unpaid balance due hereunder shall continue to bear interest after default, after this Note matures, and/or after the unpaid balance has been reduced to judgment, at a rate equivalent to five (5%) percent in excess of the rate then payable hereunder; provided, however, that if such increased rate of interest may not be collected from the Borrower under applicable law, then the unpaid balance then due hereunder shall bear interest at the maximum increased rate of interest, if any, which may be collected from the Borrower under applicable law.

13. REMEDIES CUMULATIVE. The remedies provided herein and in the Loan Documents shall be cumulative and none is exclusive of any other remedy, right or power. Each right, power and remedy may be exercised separately, concurrently or consecutively at the sole option of the Lender and shall be in addition to any other right, power or remedy provided in this Note, or in any Loan Document, or now or hereafter existing at law, in equity, or by statute; and may be pursued successively or concurrently against the Borrower, the Guarantors, and/or any collateral securing this Note or any Loan Documents. Any delay or failure by the Lender to exercise any right, power or remedy conferred hereunder upon occurrence of any event of default shall not constitute a waiver of such right, power or remedy or preclude its future exercise or that of any other right, power or remedy in the event of any subsequent default, whether of the same or different nature.

14. WAIVERS. The Borrower, for itself, its legal representatives, successors and assigns, respectively, expressly waives presentment, demand, protest, notice of dishonor, notice of protest, notice of non-payment, and notice of maturity. **The Borrower, to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to this Note.**

15. GOVERNING LAW. This Note shall be governed and construed under and in accordance with the laws of the State of South Carolina.

16. CONSENT TO JURISDICTION. The Borrower, by its execution hereof, agrees that any action or proceeding which the Lender may initiate with respect to this Note and/or any Loan Document shall, at the Lender's sole option, be brought in and subject to the jurisdiction of any state or federal court of competent jurisdiction of the State of South Carolina or of the State of Florida, to which jurisdictions the Borrower, by its execution hereof, hereby irrevocably consents. The Borrower irrevocably waives any objection, including without limitation any objection to the laying of venue based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any such action or proceeding in such jurisdiction. Nothing herein shall affect the right of the Lender to serve process in any manner permitted by law nor shall limit the right of the Lender to bring proceedings against another party to any of the Loan Documents in the courts of any other jurisdiction.

EXHIBIT 5

Doc # 2007002398, OR BK 13732 Page 1288,
Number Pages: 23
Filed & Recorded 01/03/2007 at 12:27 PM,
JIM FULLER CLERK CIRCUIT COURT DUVAL COUNTY
RECORDING \$197.00 MORTGAGE DOC ST \$6300.00
INTANGIBLE TAX \$3600.00

MORTGAGE, SECURITY AGREEMENT, AND FIXTURE FINANCING STATEMENT

THIS MORTGAGE, SECURITY AGREEMENT, AND FIXTURE FINANCING STATEMENT (the "Mortgage") is executed and granted this 22 day of December, 2006, by **THREE AMIGOS LAND CO., LLC**, a South Carolina limited liability company (the "Mortgagor"), whose address is 8910 Two Notch Road, Suite 302, Columbia, South Carolina 29223, in favor of **FIRST SAVERS BANK** (the "Mortgagee"), whose address is 501 Roper Mountain Road, Greenville, South Carolina 29615.

THIS MORTGAGE COVERS GOODS WHICH ARE OR ARE TO BECOME FIXTURES, IS EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING AND IS TO BE FILED IN THE REAL ESTATE RECORDS.

23

ARTICLE ONE GRANT OF MORTGAGE AND SECURITY INTEREST

1.1 GRANT. In order to secure and enforce the payment, performance and observance of the Obligations set forth hereinafter, and for and in consideration thereof and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor does hereby execute and deliver this Mortgage to the Mortgagee and does hereby grant, bargain, hypothecate, mortgage, sell, transfer, convey, assign, warrant and confirm unto the Mortgagee, its successors and assigns, all of the Mortgagor's right, title and interest in and to the Property identified hereinafter, together with and including a first security interest in that portion of the Property comprising the Collateral (as defined hereinafter), TO HAVE AND TO HOLD the Property, all parts thereof, and all

4.5 GOVERNING LAW. The provisions of this Mortgage regarding the creation, perfection, priority and enforcement of the liens and security interests herein granted shall be governed by and construed under the laws of the State of Florida. All other provisions of this Mortgage shall be governed and construed in accordance with the internal laws of the State of South Carolina, without regard to any choice of law or conflict of law doctrines recognized therein.

4.6 CONSENT TO JURISDICTION. The Mortgagor, by its execution hereof, agrees that any action or proceeding which the Mortgagee may initiate under or with respect to this Mortgage shall, at the Mortgagee's sole option, be brought in and subject to the jurisdiction of any state or federal court of competent jurisdiction sitting in the County of Duval, State of Florida, to which jurisdiction the Mortgagor, by its execution hereof, hereby irrevocably consents. The Mortgagor irrevocably waives any objection, including without limitation any objection to the laying of venue based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any such action or proceeding in such jurisdiction. Nothing herein shall affect the right of the Mortgagee to serve process in any manner permitted by law nor shall limit the right of the Mortgagee to bring proceedings against the Mortgagor and/or any other party to any other Loan Documents in the courts of any other jurisdiction.

4.7 HEIRS, SUCCESSORS AND ASSIGNS. This Mortgage shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. It is expressly recognized and agreed by the Mortgagor that the Mortgagee may assign this Mortgage and the Loan Documents, or interests therein, to other persons, firms or entities and that, in such event, all provisions of this Mortgage and the Loan Documents shall continue in full force and effect notwithstanding such assignments.

4.8 CAPTIONS. The headings and captions in this Mortgage are included only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Mortgage or the intent of any other provision hereof.

4.9 WAIVER OF JURY TRIAL. THE MORTGAGOR AND THE MORTGAGEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THIS MORTGAGE OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE NOTE, THIS MORTGAGE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE EXTENDING CREDIT TO THE MORTGAGOR.

IN, WITNESS WHEREOF, this Mortgage, Security Agreement and Fixture Financing Statement has been duly executed by the Mortgagor as of the date first written above.

THREE AMIGOS LAND CO., LLC, a South Carolina limited liability company

By: Paul V. Degenhart (Seal)

Its: MEMBER

Signed, Sealed and Delivered
In the Presence Of:

Paula Degenhart
(Witness)
Roberta L. Bosman
(Witness)

STATE OF South Carolina
COUNTY OF Richland

The foregoing instrument was acknowledged before me this 20th day of December, 2006, by Paul V. Degenhart, the duly authorized member of Three Amigos Land Co., LLC, a South Carolina limited liability company. He is personally known to me or produced T/K as identification.

Roberta L. Bosman
(Signature)
Roberta L. Bosman
(Print Name)

Notary Public, State and County aforesaid
My commission expires: July 11, 2011

IN THE CIRCUIT COURT OF THE
FOURTH JUDICIAL CIRCUIT IN AND
FOR DUVAL COUNTY, FLORIDA

SCBT, a South Carolina state-chartered
banking corporation, d/b/a FIRST FEDERAL,
a Division of SCBT,

Plaintiff,

vs.

CASE NO. 16-2011-CA-9521 XXXX-MA

DIVISION FC-D

THREE AMIGOS LAND CO., LLC,
a South Carolina limited liability company;
RIVER CITY STORAGE, LLC, a Florida
limited liability company; RAMCO RIVER
CITY, INC., a Michigan corporation;
LIBERTY RIVER CITY RESIDENTIAL,
LLC, a Florida limited liability company;
RAMCO JACKSONVILLE, LLC,
a Michigan limited liability company;
GEORGE M. LEE, III, an individual;
and PAUL V. DEGENHART, an individual,

Defendants.

FILED 03/04/2014 12:55 PM RONNIE FUSSELL

AMENDED
FINAL JUDGMENT FOR DEFICIENCY

THIS MATTER was tried before the Court for determination of a deficiency, if any,
against the Defendants, THREE AMIGOS LAND CO., LLC, a South Carolina limited liability
company ("Three Amigos"), GEORGE M. LEE, III, an individual ("Lee"), and PAUL V.
DEGENHART, an individual ("Degenhart"). Based upon the evidence, the Court finds as
follows:

1. SCBT, a South Carolina state-chartered banking corporation, d/b/a FIRST
FEDERAL, a Division of SCBT ("Plaintiff" or "SCBT"), obtained a Partial Summary Final
Judgment for Damages and Foreclosure against Three Amigos ("Partial Summary Final
Judgment"). The Partial Summary Final Judgment reserved ruling on attorneys' fees, as well



as for damages for deficiency against the Borrower Three Amigos and on the guaranties against the Defendants Lee and Degenhart.

2. The property which was the subject of the foreclosure (the "Property") was sold on April 16, 2013, and Plaintiff was the successful bidder. The Clerk issued a Certificate of Title on April 30, 2013, transferring title to the Property to the Plaintiff herein.

3. Plaintiff is the holder the Partial Summary Final Judgment.

4. Plaintiff is the current owner of the Property.

5. The Plaintiff has not received any payment on the Partial Summary Final Judgment.

6. The Plaintiff is the holder of the Guaranty of George M. Lee, III, dated January 3, 2011.

7. Plaintiff is the holder of the Guaranty of Paul V. Degenhart, dated March 1, 2011.

8. As of the date of the Foreclosure Sale (April 16, 2013), the Court finds the Property had a fair-market value of \$1,540,000.

9. SCBT is entitled to a deficiency judgment based on the difference between the Foreclosure Judgment with interest to the date of the Foreclosure Sale, and the fair-market value of the Property as of the time of the Foreclosure Sale. *Municipal Savings & Loan Corp. v. Fiorentino*, 512 So.2d 228 (Fla. 3d DCA 1987).

It is, therefore,

ORDERED and ADJUDGED as follows:

1. Plaintiff SCBT, a South Carolina state-chartered banking corporation, d/b/a FIRST FEDERAL, a Division of SCBT, shall have and recover from the Defendant THREE

AMIGOS LAND CO., LLC, GEORGE M. LEE, III, and PAUL V. DEGENHART, the following:

Partial Summary Final Judgment Amount	\$1,958,073.04
Interest on Partial Summary Final Judgment @4.75% to Date of Sale (3/12/13-4/16/13)	<u>8,918.70</u>
Total Amount Due as of Foreclosure Sale.....	1,966,991.74
Less Fair Market Value at Date of Foreclosure Sale.....	(1,540,000.00)
Interest @ 4.75% from Sale Date to Trial (on net deficiency after deducting value of Property) 4/17/13-1/9/14.....	14,837.19
Attorneys' Fees.....	<u>71,912.50</u>
Total	<u>\$513,741.43</u>

for which let execution issue.

2. With respect to the award of attorneys' fees in paragraph 1 above, the Court finds that 181.2 hours of attorneys' time is a reasonable amount of time to spend on this matter and \$71,912.50 is a reasonable fee for the services rendered, and that accordingly the amount awarded is reasonable upon consideration of the time and labor required, the requisite skill to perform the legal services properly, the fee customarily charged for similar matters, the amount involved, the results obtained, and the awards in similar cases.

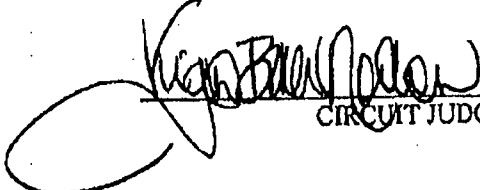
3. The Defendants, THREE AMIGOS LAND CO., LLC, GEORGE M. LEE, III, and PAUL V. DEGENHART complete, under oath, Florida Rules of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments and serve it on the Plaintiff's attorneys within forty-five (45) days from the date of this Final Judgment for Deficiency unless the Final Judgment for Deficiency is satisfied or post-judgment discovery is stayed.

[Remainder of page intentionally left blank.]

4. Plaintiff's address is: SCBT, d/b/a First Federal, a Division of SCBT, Attn:

Randy L. Burge, 4331 Robert M. Grissom Parkway, Myrtle Beach, SC 29578.

DONE AND ORDERED in Chambers, in Duval County, Florida, this 27 day of
February, 2014.


CIRCUIT JUDGE

Copies to:

E. Robert Meek, Esq.
Foley & Lardner LLP
One Independent Drive, Suite 1300
Jacksonville, Florida 32202-5017

Harrison W. Poole, Esq.
Poole & Poole, P.A.
P.O. Box 1280
Fernandina Beach, FL 32035

Paul V. Degenhart, *Pro Se*
2131 Park Street
Columbia, SC 29201

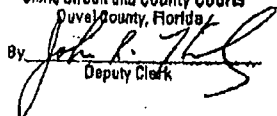
STATE OF FLORIDA
DUVAL COUNTY

I, UNDERSIGNED, Clerk of the Circuit & County Courts, Duval County, Florida, DO HEREBY CERTIFY the within and foregoing, consisting of 4 pages, is a true and correct copy of the original as it appears on record and file in the office of the Clerk of Circuit & County Courts of Duval County, Florida.

WITNESS my hand and seal of Clerk of Circuit & County Courts at Jacksonville, Florida, this the 11 day of Aug, A.D., 20 14.

RONNIE FUSSELL

Clerk, Circuit and County Courts
Duval County, Florida

By 
Deputy Clerk

4811-0989-3464.1

000151

GUARANTY AGREEMENT

GUARANTOR: PAUL V. DEGENHART

BORROWER: THREE AMIGOS LAND COMPANY, LLC

THIS GUARANTY AGREEMENT is made and granted by the undersigned **PAUL V. DEGENHART** (the "Guarantor"), whose address is 2131 Park Street, Columbia, SC 29201, in order to induce **FIRST SAVERS BANK** (the "Lender"), whose address is 501 Roper Mountain Road, Greenville, South Carolina 29615, to extend certain credit to or for the benefit of **THREE AMIGOS LAND CO., LLC**, a South Carolina limited liability company (the "Borrower"), and is given in consideration of the benefits flowing to the Guarantor therefrom (which the Guarantor hereby acknowledges and agrees constitute fair and adequate consideration for this Guaranty). In consideration of the foregoing, the receipt and sufficiency of which is hereby acknowledged, the Guarantor hereby covenants and agrees as follows:

1) **GUARANTY OF OBLIGATIONS.** Subject to the Limitations on Guaranty set forth hereinafter, the Guarantor irrevocably, unconditionally and absolutely guarantees to the Lender, its successors and assigns, the punctual payment and performance as and when due of the following-described indebtedness, liabilities, obligations and duties (collectively, the "Obligations"):

(a) All monies now or hereafter owed to the Lender that are evidenced by that certain Promissory Note from the Borrower to the Lender of even date in the original maximum principal sum of One Million Eight Hundred Thousand and No/100 (\$1,800,000.00) Dollars (the "Note"), including without limitation, all principal, interest, late charges, prepayment charges, other charges, attorneys' fees, costs and expenses whatsoever actually incurred, becoming due to the Lender pursuant to the Note and any renewals, extensions, modifications and rearrangements of, and any and all substitutes and replacements for, the Note and any other indebtedness, liabilities, duties and obligations whatsoever now or hereafter evidenced by or pursuant to the Note, whether direct, indirect or contingent.

(b) All performance under and/or compliance with all terms, conditions, covenants, representations, warranties and provisions set forth in the Note and all Loan Documents (as defined in the Note) to be performed by or complied with on the part of the Borrower or any other guarantors thereof or parties thereunder, including without limitation, any renewals, extensions, modifications and rearrangements of, and any and all substitutes and replacements for any of the foregoing.

(c) All installation and construction through completion of all Improvements (as defined in the Loan Agreement) to be installed and constructed upon the Property (as defined in the Loan Agreement) pursuant to and in compliance with the Construction Documents and all applicable Governmental Requirements (as said terms are defined in the Loan Agreement).

13) ENTIRE AGREEMENT. This Guaranty contains the entire agreement and understanding between the Guarantor and the Lender with respect to the subject matter hereof, and supersedes all prior agreements and understandings, whether oral or written.

14) GOVERNING LAW. This Guaranty shall be governed and construed in accordance with the internal laws of the State of South Carolina, without regard to any choice of law or conflict of law provisions which might apply the law of another jurisdiction.

15) CONSENT TO JURISDICTION. The Guarantor, by its execution hereof, agrees that any action or proceeding which the Lender may initiate with respect to this Guaranty shall, at the Lender's sole option, be brought in and subject to the jurisdiction of any state or federal court of competent jurisdiction of the State of South Carolina or the State of Florida, to which jurisdictions the Guarantor, by its execution hereof, hereby irrevocably consents. Notwithstanding the foregoing, however, the Guarantor additionally acknowledges and agrees that the Lender may initiate any action upon or for the enforcement of this Guaranty in conjunction with or as a part of any action which the Lender shall initiate upon or for the enforcement of the Mortgage, Security Agreement, and Fixture Financing Statement from the Borrower to the Lender. The Guarantor irrevocably waives any objection, including without limitation any objection to the laying of venue based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any such action or proceeding in either such jurisdiction. Nothing herein shall affect the right of the Lender to serve process in any manner permitted by law nor shall limit the right of the Lender to bring proceedings against another party to any of the Loan Documents in the courts of any other jurisdiction.

16) NOTICE. All notices made or required hereunder shall be in writing. The Effective Date of Notice shall be the date upon which such notice shall have been personally delivered (including personal delivery by Federal Express or other nationally recognized overnight private courier service) or the date of postmark when deposited in the United States Mail, registered or certified, postage prepaid, return receipt requested, addressed in any such event, to the Lender or the Guarantor at the address set forth hereinafter, or at such other addresses as may hereafter be designated in writing.

17) LIMITATIONS ON GUARANTY. Notwithstanding anything contained in this Guaranty or in any other Loan Document to the contrary, the liability of the Guarantor hereunder shall be limited to the principal sum of Four Hundred Fifty Thousand and no/100 (\$450,000.00) Dollars, plus any and all outstanding unpaid interest due to the Lender under the Note, plus any loss, liability or damage to or sustained by the Lender arising at any time during the pendency of this Guaranty from the following:

(a) any fraudulent or material misrepresentation by the Borrower or the Guarantor in connection with the execution, delivery, contents, or performance of the Loan Documents;

(b) the misappropriation by the Borrower or the Guarantor of any insurance or condemnation proceeds attributable to any such collateral;

(c) the misappropriation by the Borrower or the Guarantor of any rentals assigned to the Lender following written notification by the Lender to the Borrower of the occurrence of an Event of Default under the Loan Documents;

(d) the intentional violation by the Borrower or the Guarantor of any representations, covenants or agreements contained in the Loan Documents with respect to environmental matters;

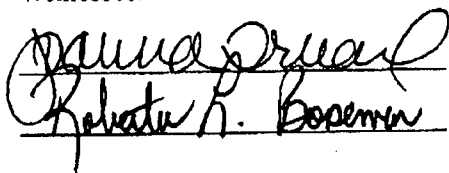
(e) the violation by the Borrower, following the occurrence of an Event of Default, of any indemnification obligations contained in the Loan Documents which arise out of any matters enumerated in subsections (a) through (f) of this paragraph;

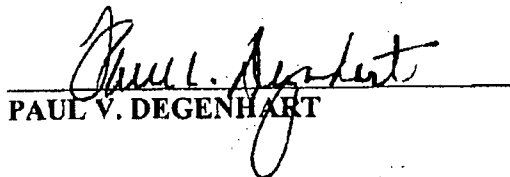
(f) the violation by the Borrower, following the occurrence of an Event of Default, of any prohibitions contained in the Loan Documents against transfer of the Borrower's property identified in the Note, or of any interests in the Borrower; and

(g) all court costs and reasonable attorneys' fees incurred by the Lender in connection with any claims asserted by or against the Lender on account of this Guaranty.

Executed as of the 20 day of December, 2006

Witnesses:


Robert R. Bosman


PAUL V. DEGENHART

IN THE CIRCUIT COURT OF THE
FOURTH JUDICIAL CIRCUIT IN
AND FOR DUVAL COUNTY,
FLORIDA

SCBT. A South Carolina state chartered
banking corporation, d//b/a First Federal a
division of SCBT,

Plaintiff,

vs.

THREE AMIGOS LAND CO., LLC a
South Carolina limited liability company;
RIVER CITY STORAGE, LLC, a Florida
limited liability company; RAMCO RIVER
CITY, INC., a Michigan corporation;
LIBERTY RIVER CITY RESIDENTIAL,
LLC, a Florida limited liability company;
RAMCO JACKSONVILLE, LLC, a Michigan
limited liability company; GEORGE M. LEE,
III. and individual; and PAUL V.
DEGENHART, an individual,

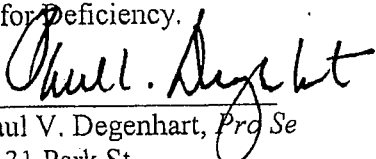
Defendants.

CASE NO.: 16-2011-CA-9521-XXXX-MA

DIVISION FC-D

NOTICE OF APPEAL

NOTICE IS GIVEN that Paul V. Degenhart, Defendant/Appellant, appeals to the
First District Court of Appeal the Order of this Court rendered June 27, 2014 (Copy
Attached). The nature is a final Order which Denied Defendant's Motion for Rehearing
or to Amend Amended Final Judgment for deficiency.


Paul V. Degenhart, *Pro Se*
2131 Park St.
Columbia, SC 29201
803-771-6050
Fax: 803-771-7006

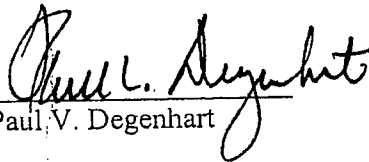
pdegenhart@degenhartlaw.com



July 18, 2014
Columbia, SC

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been delivered to E. Robert Meek, Esq., Foley & Lardner LLP, Attorneys for Plaintiff, One Independent Drive, Suite 1300, Jacksonville, FL 32201 – 0240, and Harrison W Poole, Esq., Poole & Poole, PA, PO Box 1280, Fernandina Beach, FL 32035 by first class mail, postage paid mail this 18th day of July 2014.


Paul V. Degenhart

000157

Notice of Filing Foreign Judgment

000153

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

South State Bank f/k/a SCBT, a South Carolina) DOCKET NO.: 2014-CP-40-5683
state chartered banking corporation, d/b/a First)
Federal, a Division of SCBT,)

PLAINTIFF,)

V.)

Three Amigos Land Co., LLC, a South Carolina)
limited liability company; River City Storage,)
LLC, a Florida limited liability company, Ramco)
River City, Inc., a Michigan corporation;)
Liberty River City Residential, LLC, a Florida)
limited liability company; Ramco Jacksonville,)
LLC, a Michigan limited liability company; and)
Paul V. Degenhart, an individual,)

DEFENDANTS.)

NOTICE OF FILING OF FOREIGN JUDGMENT

TO: THE DEFENDANT, PAUL V. DEGENHART, NAMED IN THE ABOVE STYLED MATTER:

Pursuant to S.C. Code Ann. § 15-35-900, *et seq.*, the Plaintiff provides the following notices:

1. South State Bank f/k/a SCBT, a South Carolina state-chartered banking corporation, d/b/a First Federal, a Division of SCBT ("Plaintiff"), secured an Amended Final Judgment for Deficiency against Paul V. Degenhart in the Fourth Judicial Circuit, Duval County, State of Florida, entered on February 27, 2014 and filed on March 4, 2004, a copy of which is attached to this Notice (hereinafter "Judgment").

2. The address of the Plaintiff is:

Adams and Reese LLP
c/o Lana H. Sims, IV
1501 Main Street, 5th Floor
Columbia, South Carolina 29201

000159

3. The attorneys for the Plaintiff are:

- a. Lana H. Sims, IV, SC Bar 100751
Adams and Reese LLP
1501 Main Street, 5th Floor
Columbia, South Carolina 29201
- b. E. Robert Meek, Esquire
Foley & Lardner LLP
One Independent Drive, Suite 1300
Jacksonville, FL 32202-5017

4. The Judgment has been filed in the Office of the Clerk of Court for Richland County, South Carolina.

5. You have thirty days from the date of receipt of this Notice to seek relief from the enforcement of the Judgment, and, if the Judgment is not satisfied and no relief is sought within that thirty days, the judgment will be enforced in the State of South Carolina in the same manner as a judgment of the State of South Carolina.



Lana H. Sims, IV (SC Bar No. 100751)
Attorney for Plaintiff
Adams and Reese LLP
1501 Main Street, Fifth Floor
Columbia, South Carolina 29201
P: 803-254-4190
F: 803-779-4749
lana.sims.iv@arlaw.com

October 8, 2014.

000160

Certificate of Appellant

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

Respectfully submitted,



Paul V. Degenhart
2131 Park Street
Columbia, South Carolina 29201
(803) 771-6050
Pro Se

December 15, 2016

RECEIVED
DEC 15 2016
SC Court of Appeals

000161