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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Charles B. Simmons, Master in Equity

Case No. 2016-000152

RECEIVED

FEB 21 2017

SC Court of Appeals

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

Respondent

V.

Alberto Alvarez

Appellant

MOTION TO REQUIRE APPELLANT TO COMPLY WITH

SOUTH CAROLINA APPELLATE COURT RULE

210 c

David R. Clarke - SC Bar 7143
3609 Stoney Ridge Trail
Midlothian VA 23112
804-878-6060
ATTORNEY FOR RESPONDENT

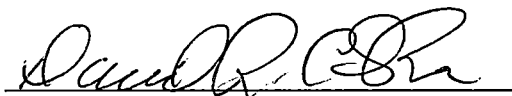
THE RESPONDENT would show the Court as follows:

- 1) That the Appellant failed to include in the Appellate Record pages of the transcript that the Respondent requested in the Designation of Matter. The pages were 2,13 and 14 from the November 5, 2015 transcript, and pages 9,14,17,21,22,26,27,30,38,39,46,48 and 50 from the December 15, 2015 transcript.
- 2) That the Appellant failed to include in the Appellate Record Plaintiff Exhibit 2, the Quitclaim deed between the Appellant and J. Guadalupe Ledesma-Martinez and Estela Gutierrez-Garcia.
- 3) That Appellant included in the Record on Appeal material that was not admitted into the record. Specifically, beginning on page 91 through page 98 of the Record. The appellant's statement on pages 91 and 92 are improper and not supported by the record. The document on pages 93 through 98 was never admitted in Court and is not a proper document for the Record, and should be excluded.
- 4) That the Appellant failed to properly serve the Record on the Respondent. The Appellant used the United Parcel Service instead of the United States Post Office as the medium of service, and addressed the attorney for the Respondent at an unknown address (3609 Midlothian VA 23112) that does not exist.
- 5) That although the Proof of Service states the Appellant sent the Record on February 6, 2017, his subsequent affidavit, R.,p. 99 and post mark indicate February 7, 2017 as being the day it was sent.

By way of Memorandum, the Respondent would quote from Rule 210 c as follows: "The Record on Appeal shall include all matter designated to be included by any party under Rule 209 and shall comply with the requirements of Rule 267. The Record shall not, however, include matter which was not presented to the lower court or tribunal."

Respondent is attaching copies of the Respondent "Designation of Matter", missing pages of the transcript and the missing exhibit for inclusion into the record.

Respondent asks for the inclusion into the Record the missing pages of the transcripts, the missing exhibit, and the exclusion of the Appellant's statement and document that was not a part of the Lower Court record (R.p.91-98).



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Jean P. Elliott, aka Betty Jean Elliott,
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Respondent

V.

Alberto Alvarez

Appellant

DESIGNATION OF MATTER

David R. Clarke - SC Bar 7143
3609 Stoney Ridge Trail
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804-878-6060
ATTORNEY FOR THE RESPONDENT

Order of Honorable Charles B. Simmons
filed January 6, 2016

Transcript of Hearing, November 5, 2016

Pages 2-9
Pages 13-18

Transcript of Hearing, December 15, 2016

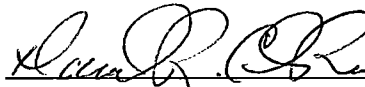
Pages 2-10
Pages 14-22
Pages 26-31
Pages 36-40
Pages 43-51

Exhibits

Plaintiff Exhibit 1,
Deed, 10/21/2015
Plaintiff Exhibit 2
Note 07/01/2015
Plaintiff Exhibit 3
Mortgage, 10/21/2015
Plaintiff Exhibit 4
Quitclaim Deed 12/13
Plaintiff Exhibit 2
(12/15/2016 Hearing)
Termination of Bond
For Title 10/21/2015

Certification of relevance

I certify that nothing included in the certification of matter is irrelevant.



David R. Clarke - SC Bar 7143
3609 Stoney Ridge Trail
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804-878-6060

ATTORNEY FOR THE RESPONDENT

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

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

14 THE BAILIFF: No response.

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

17 MR. ALVAREZ: My name is Alberto Alvarez.

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

20 MR. ALVAREZ: Yes.

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

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

1 MR. ALVAREZ: Right.

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

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

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

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

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

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

15 A What was the cashier's check for?

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

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

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

25 A I don't either.

CROSS EXAM OF Ms. Elliott By ALVAREZ

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

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

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

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

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

17 BY THE COURT: All right.

18 Q Another question, do you know--

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

20 MS. GARCIA: Estela.

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

22 A No, sir.

23 Q No?

24 A I never seen her before the hearing.

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

Direct testimony of Alvarez

1 ALBERTO ALVAREZ,

2 HAVING BEEN DULY SWORN, TESTIFIED AS FOLLOWS:

3 THE COURT: Now, Mr. Alvarez, now is your opportunity
4 to present your side of the case about what happened.

5 MR. ALVAREZ: Well, first, I wanted to begin with the
6 promissory note. I have this promissory note from the lawyer,
7 Mr. Stewart, regarding 14 Henderson Street. Okay. Therefore,
8 this promissory note, it does not have any witnesses. It doesn't
9 have any addresses. And it's not notarized by an attorney -- by
10 a notary. And I wanted to present as evidence this promissory
11 note to Mr. Stevens (verbatim) and to your honorable sir.

12 THE COURT: Tell him it was already introduced at the
13 November 5th hearing and is marked as Plaintiff's Exhibit Number
14 2.

15 MR. ALVAREZ: Well, I don't think that the promissory
16 note is valid, and I don't think that as herein written that Andy
17 White would agree to the terms without it being duly authorized.

18 MR. STEWART: Your Honor, the note was admitted ---

19 THE COURT: I understand.

20 MR. STEWART: --- without objection. And I ---

21 THE COURT: He can continue with his testimony.

22 MR. ALVAREZ: Thank you, Your Honor. I am here because
23 I had signed a mortgage, fraudulent mortgage. When I got the
24 house in '12, the closing happened about a year later, Andy White
25 was the lawyer, and I explained that when I bought the house that

Direct testimony of ALVAREZ EXAM by COURT

1 the value of the house had gone up fifty thousand dollars. I
2 have the proof of payment and I would like to present it to Your
3 Honor and to Mr. Stewart.

4 THE COURT: I want to make sure he understands what the
5 issues are. So please make sure. Ms. Elliott says that she and
6 her husband sold the house to Mr. Alvarez. And then in exchange,
7 Mr. Alvarez signed a promissory note and a mortgage, promising to
8 make certain payments to them to pay for the house. And she is
9 alleging, Ms. Elliott is alleging that the payments stopped in
10 August of 2014 and there have been no payments since then. And
11 she's also saying that Mr. Alvarez, in December of 2013, sold the
12 house to Mr. Ledesma-Martinez and Ms. Gutierrez-Garcia in
13 violation of the agreement that Mr. Alvarez had with the
14 Elliotts.

15 So the issues at this point are, have the payments been made
16 and did he transfer the property to these nice folks in violation
17 of the mortgage?

18 MR. ALVAREZ: So do I have the opportunity to speak?

19 THE COURT: If it's relating to the promissory note,
20 the mortgage or the quit claim deed. Anything else are just not
21 issues that have been brought to Court.

22 MR. ALVAREZ: All right. As far as the note, the
23 promissory note, it would be -- I would say that it was invalid
24 because there's no address, there aren't any witnesses. I'm the
25 only one that had signed. Ms. Elliott didn't sign it. So I

1 car -- that she moved here a good bit earlier. And I understand
2 that before I did the closing that Ms. Jean Elliott Piedmont,
3 before I had even done the closing, that I was guilty without
4 even having signed anything. And I put everything into my
5 lawyer's hands. And the houses -- I've bought and sold four
6 houses from Ms. Piedmont and I've bought four houses from her and
7 then I've sold them. She knows that I dedicate myself to buying
8 homes and selling them. It makes sense that I wouldn't buy three
9 houses and sign the mortgage to buy three houses just to look at
10 them and not use them for ten years.

11 THE COURT: Let me try -- I really am trying to get to
12 something that's relevant. He admits he signed the promissory
13 note; correct?

14 MR. ALVAREZ: No, that's not correct. That is a fraud.
15 That is not a promissory note.

16 THE COURT: Ask him if that is his signature?

17 MR. ALVAREZ: Yes. But it doesn't have an address on
18 there about what house it refers to.

19 THE COURT: I understand he disagrees with that it's a
20 legal enforceable document. But is that his signature?

21 MR. ALVAREZ: Yes. But Your Honor, I do not accept
22 this as evidence, not for him, not for everyone.

23 THE COURT: Thank you. But tell him that is my job in
24 this courtroom.

25 MR. ALVAREZ: I understand that.

Cross Exam of Alvarez by Attorney Stewart

1 to call him as a witness when he's finished testifying, he may
2 call him.

3 MR. ALVAREZ: Okay.

4 THE COURT: Mr. Stewart, any questions?

5 MR. STEWART: Please the Court, Your Honor.

6 **CROSS EXAMINATION**

7 **BY MR. STEWART:**

8 Q. Mr. Alvarez, you filed an Answer in this case; did you not?

9 A. What are you referring to? You should be giving me a copy
10 and you're not doing it.

11 (WHEREUPON, the document was handed to Mr. Alvarez.)

12 A. Yes, that's correct.

13 Q. Did you sign it?

14 A. Yes, I signed it.

15 Q. Did you read it before you signed it?

16 A. Yes, I did. Correct.

17 Q. So you can read English?

18 A. Not totally; a portion. There's somebody that helps me.

19 Q. Okay. So you've got somebody that -- if somebody gives you
20 something in English you've got somebody to help you understand
21 it; correct?

22 A. I have a thousand people that help me.

23 Q. Well, did all thousand of them help you on that or just one?

24 A. No. The truth is that I have my ideas and I don't really
25 need anyone to help me. The idea is to reason.

1 Q. So you understood that document before you signed it?

2 A. Everything that I sign, I understand.

3 Q. All right.

4 MR. STEWART: Your Honor, is there a copy of the Answer
5 in the record?

6 THE COURT: Was it filed June 11th, 2015?

7 MR. STEWART: I don't know, Your Honor. My copy is not
8 filed.

9 THE COURT: It's called Response to Civil Action.

10 MR. STEWART: Is this it?

11 THE COURT: No, sir. There is a document that was
12 filed by Mr. Alvarez on June 11th, 2015 titled Response to Civil
13 Action. It may be -- what you have may be in there, Mr. Stewart,
14 but I don't see it.

15 MR. STEWART: Well, Your Honor, we would move to admit
16 that into evidence as the next Plaintiff's exhibit.

17 MR. ALVAREZ: Tell them that I protest.

18 THE COURT: On what basis?

19 MR. ALVAREZ: I don't have time to read it.

20 THE COURT: He just said he identified it and he signed
21 it and that he always understands everything he signs.

22 MR. ALVAREZ: But I haven't read that document.

23 THE COURT: But he just said he signed it. Under oath
24 he said he ---

25 His objection is noted. Overruled.

Direct Exam of Andy White by Alvarez

1 sir. Tell him he can step down.

2 And if you'll ask him if he wishes to call any other
3 witnesses.

4 MR. ALVAREZ: I don't believe that will be necessary.
5 Only Andy White.

6 THE COURT: All right. Mr. White, if you'll come
7 around to the witness stand, please, sir. And if you'll place
8 your left hand on the bible and raise your right hand for me.

9 Do you swear to tell the truth, the whole truth and nothing
10 but the truth?

11 MR. WHITE: I do.

12 THE COURT: Thank you. Come around and have a seat,
13 please, sir.

14 And if you'll state your full name.

15 MR. WHITE: Andrew Jackson White, Jr.

16 THE COURT: Would you mind pulling that microphone a
17 little bit closer to you.

18 MR. WHITE: Closer? Okay.

19 THE COURT: Thank you.

20 All right. Mr. Alvarez, now is your opportunity to ask Mr.
21 White questions.

22 **ANDREW JACKSON WHITE, JR.,**

23 **HAVING FIRST BEEN DULY SWORN, TESTIFIED AS FOLLOWS:**

24 **DIRECT EXAMINATION**

25 **BY MR. ALVAREZ:**

1 (WHEREUPON, the interpreter is now Ms. Ortiz Alfonso.)

2 MR. ALVAREZ? I would like to ask Mr. White if I could
3 speak with him directly in Spanish as we did in the closing.

4 THE COURT: The difficulty is my court reporter has to
5 transcribe everything that's testified to here today and it has
6 to be in English to be on the record. He can certainly discuss
7 it with him. And I'm fine if you interpret it for him. But it
8 has to be a verbatim interpretation.

9 MR. ALVAREZ: I would prefer it in Spanish if -- Your
10 Honor, if the interpreter may instruct the Defendant to speak
11 slower so that the interpretation can be made accurately by the
12 court reporter.

13 THE COURT: Mr. Stewart, are you agreeable if both
14 interpreters act on behalf of Mr. Alvarez and Mr. White?

15 MR. STEWART: Your Honor, I have no objection.

16 THE COURT: All right. So Ms. Stephens, then you will
17 be acting as the interpreter for Mr. White; is that correct?

18 MS. TUGGY STEPHENS: If so then I'll need the
19 equipment. I think she can do it, just the one.

20 THE COURT: All right. Let's see how we go.

21 Q. What I want to ask Mr. White is that before this deal, he
22 had represented me in a number of other deals, and I wanted to
23 ask him if he represented Ms. Elliott?

24 A. So should I speak in Spanish or in English?

25 Q. I would prefer in Spanish.

1 just have a minute to review the paragraph before interpreting it
2 for Defendants.

3 THE COURT: I'm going to read it.

4 MS. ORTIZ ALFONSO: Okay. That's fine.

5 MR. ALVAREZ: Thank you.

6 THE COURT: Are you following along with it, Ms.
7 Alfonso?

8 MS. ORTIZ ALFONSO: Yes.

9 THE COURT: Okay. It's paragraph numbered three;
10 correct?

11 MR. ALVAREZ: Yes.

12 THE COURT: And it starts, seller acknowledges.

13 MR. ALVAREZ: Yes.

14 THE COURT: Okay. It says, seller acknowledges ---

15 MR. ALVAREZ: I do not understand what acknowledge
16 means, the interpreter is attempting to simultaneously ---

17 THE COURT: I can't interpret it. He asked me to read
18 it. All I can do is read it.

19 MR. ALVAREZ: Correct. Thank you. I apologize.

20 THE COURT: Seller acknowledges that Haynsworth Sinkler
21 Boyd PA, HSB, is the attorney for buyer. And that HSB does not
22 represent seller in the transactions described above.

23 And I will note that in the document seller is Jean and
24 Ervin Elliott. Purchaser is Alberto Alvarez.

25 Then paragraph three goes on to say, further, seller --

1 COURT REPORTER: I do not.

2 MR. STEWART: Your Honor, do you have those exhibits?

3 THE COURT: Yes, sir.

4 Q. Mr. White, I've got a copy of Plaintiff's Exhibit 1 here.

5 And I'll ask you, did you witness this document?

6 A. Yes. That's my signature.

7 Q. All right, sir. And the date on it is October 21st, 2013?

8 A. That's correct.

9 Q. And likewise, Plaintiff's Exhibit Number 3 is entitled

10 mortgage of real property. And the mortgage shows that it was

11 entered into October 21st, 2013; is that correct?

12 A. That's correct.

13 Q. And on the signature page where Mr. Alvarez's signature

14 appeared, did you witness his signature then, as well?

15 A. I did, and that's my signature.

16 Q. And Plaintiff's Exhibit 2 is a promissory note. Did you or

17 your office prepare this note?

18 A. Yes.

19 Q. Did Mr. Alvarez have any questions of you about this

20 promissory note?

21 A. He had questions about the transaction that we discussed

22 which led to the note. So we had discussed the note and he

23 signed it.

24 Q. And do you recall what his questions were?

25 A. Yes. It goes back to the bond for title which he showed me

1 a minute ago -- which I showed him, excuse me, a minute ago.

2 Q. And what did he want to know?

3 A. He originally came in with the bond for title and we
4 discussed the bond for title and the fact that we attorneys don't
5 like bond for titles because of problems that can come up. And
6 we explained that the better way to do it, if he wants to buy
7 property with owner financing, is to do a promissory note and
8 mortgage which allows him to take title to the property, subject
9 to the mortgage.

10 MS. TUGGY STEPHENS: Pardon. Please repeat that last
11 phrase.

12 MR. WHITE: I'm not sure what's the last phrase.

13 Court reporter, ...

14 MS. TUGGY STEPHENS: Allows him to take title and ...

15 MR. WHITE: Subject to the mortgage.

16 A. Continue. And we discussed that. And after explaining to
17 him the problems that can come up with a bond for title, he
18 agreed that he would, instead, do a mortgage and promissory note.

19 MS. TUGGY STEPHENS: Pardon. I ---

20 MR. WHITE: Mortgage and promissory note.

21 A. He gave me information how to contact Ms. Elliott and Ms.
22 Pittman to see if they would agree to that; if they would agree
23 to cancel the bond for title and to instead do a note and
24 mortgage. I did contact Ms. Pittman and Ms. Elliott, and they
25 did agree to cancel the bond for title and to change everything

1 the bond for title, the closing, the mortgage and the review of
2 the mortgage? Is it normal that you would charge five hundred
3 dollars?

4 A. You have to take one question at a time here. Hold on.

5 Q. How much time does it take to do all of that?

6 A. Okay. First question, I did not do the bond for title, Mr.
7 Alvarez, as I previously said. You brought that to me. It was
8 already signed by you and the Elliotts.

9 Q. You didn't answer the question.

10 A. I haven't finished answering the question. The five hundred
11 dollar charge at the closing was for all of the work I did in
12 negotiations with the Elliotts, discussions with you that came
13 before the closing.

14 MS. TUGGY STEPHENS: The last thing?

15 A. Negotiations preceding the closing. And also the time of
16 the closing itself, which was a longer time than normal because
17 we all had to agree on what the documents were going to say.

18 Q. That's right. I want to ask a last question. Mr. Andy
19 White, why is it that, given that I paid you to protect my
20 rights, why is it that you took them all away?

21 A. Mr. Alvarez, you signed and understood the documents. I
22 have no answer for you. You have to ask yourself that question.

23 MR. ALVAREZ: At this moment I can't say anything
24 because the Judge would fuss at me. But thank you, Andy White.

25 THE COURT: All right. Thank you, Mr. White. You may

1 Alvarez, and I wanted to ask them about what they wanted.

2 THE COURT: If you will ask Ms. Gutierrez-Garcia, have
3 they been making payments to Mr. Alvarez and are they current in
4 their payments?

5 MS. GUTIERREZ-GARCIA: Yes; month-by-month.

6 THE COURT: And how much are they paying Mr. Alvarez
7 each month?

8 MS. GUTIERREZ-GARCIA: We normally -- the payments are
9 normally six hundred fifty-two dollars per month. But sometimes,
10 if we're able to pay more, we'll pay seven hundred or six hundred
11 sixty.

12 THE COURT: And ask them if they're aware that Ms.
13 Elliott -- it's been over a year since she's received any type of
14 payments from Mr. Alvarez?

15 MS. GUTIERREZ-GARCIA: Yes. I realized that at the
16 last court appearance.

17 THE COURT: Okay. Ask Mr. Alvarez where is the money?
18 If he hasn't been paying it to the Elliotts and if these nice
19 people have been paying him for some fourteen or fifteen months,
20 where is the money?

21 MR. ALVAREZ: Are you asking me or are you asking ...

22 THE COURT: No, I'm asking Mr. Alvarez.

23 MR. ALVAREZ: I did tell them that I had suspended
24 making the payments. They were aware of that, because I said
25 that the terms of the contract needed to be changed. I just

1 thousand dollars to Ms. Elliott.

2 MR. ALVAREZ: Well, I believe that from August of 2014
3 when I stopped paying up to today, I don't think that comes out
4 to ten thousand. Maybe five thousand dollars.

5 THE COURT: Tell him his math is not very good. Tell
6 him he can have a seat; I'm going to issue my ruling.

7 All right. . To these nice people, to Mr. Ledesma-Martinez
8 and Ms. Gutierrez-Garcia, I'm sorry you got caught up in this
9 mess. You should not have gotten caught up in this mess.

10 The money that Mr. Alvarez was supposed to be paying to Ms.
11 Elliott, he gives no explanation about what has happened to your
12 money.

13 My ruling is -- Mr. Alvarez is obviously experienced in real
14 estate transactions. Mr. Alvarez retained an attorney to prepare
15 documents in his dealings with the Elliotts. The promissory note
16 and the mortgage are both clearly enforceable under the laws of
17 this state. Mr. Alvarez acknowledges that he signed both of
18 them. There is no proof of fraud. There is no limit on Mr.
19 Alvarez's ability to sell the house except for the fact that when
20 he sold the house he was supposed to pay off his debt to the
21 Elliotts. He did not do that. There have been no payments to
22 the Elliotts since August of 2014. That provides a basis to
23 award the relief sought by Plaintiff.

24 Further, the mortgage that Mr. Alvarez signed had what's
25 called a due on sale clause. That means if the property is sold

2436-5064

Recording Requested By and
When Recorded Mail to:

Alberto Alvarez
17 Latham Drive
Greenville, SC 29617



2013105724

QCD
2 PGS

Book DE 2436

Page 5064-5065

December 23, 2013 10 15 09 AM

Cons: \$0 00

Rec \$10 00

Cnty Tax EXEMPT

State Tax EXEMPT

FILED IN GREENVILLE COUNTY, SC

Recording Time, Book & Page

SOUTH CAROLINA QUITCLAIM DEED

COUNTY: GREENVILLE

TAX MAP NUMBER: 0126000301300

CITY: GREENVILLE

DATE: December 23, 2013

Grantor

Grantee

Alberto Alvarez
17 Latham Drive
Greenville, SC 29617

J. Guadalupe Ledesma-Martinez and/or
Estela Gutierrez-Garcia
14 Henderson Street
Greenville, SC 29611

Enter in appropriate block for each party name, address, and, if appropriate, character of entity, e.g. corporation, partnership, limited liability company

The designation Grantor and Grantee as used herein shall include the named parties and their heirs, successors and assigns and shall include singular, plural, masculine, feminine or neuter as required by context.

KNOW ALL MEN BY THESE PRESENTS, that Grantor, for assuming mortgage hereby acknowledged, to

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

This being the same property conveyed to the Grantor by Title to Real Estate to Alberto Alvarez dated October 21, 2013 and recorded in Deed Book 2433 at Pages 2603-2605, in the office of the ROD for Greenville County.

Assumption of Mortgage by Grantee: \$52,000, recorded in the office of the ROD for Greenville County as Book MO 5235, Pages 4419-4425 dated October 21, 2013.

- Ervin W. Elliott
- Jean P. Elliott

Tax Map No: 0126000301300

14 Henderson Street
Greenville, SC 29611

Grantor paid by Grantee, does hereby remise, release and forever quitclaim unto Grantee all of Grantor's right, title and interest, if any, in and to the real estate (the "Premises") described as follows:

TO HAVE AND TO HOLD unto Grantee and Grantee's heirs, successors and assigns forever, the Premises and the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of Grantor, if any.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be executed under seal this 23 day of December, 2013.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Nicolas Martinez
Witness #1
[Signature]
Witness #2

GRANTOR:
Signature of individual Grantor [Signature] (SEAL)
Type name: Alberto Alvarez

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Acknowledgment for Individual Grantor

I, a Notary Public for South Carolina, do hereby certify that Alberto Alvarez, Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 23rd day of December, 2013.

[Signature]
Notary Public for South Carolina
My Commission Expires 10/26/19

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2013105724 Book: DE 2436 Page: 5064-5065
December 23, 2013 10 15 09 AM

Timothy S. Hanvey

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY

Court of Common Pleas

Charles B. Simmons Jr., Master in Equity

Case No. 2016-00-0152

RECEIVED

FEB 21 2017

SC Court of Appeals

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

Respondent

V.

Alberto Alvarez, J. Guadalupe Ledesma-Martinez,
And Estela Gutierrez-Garcia, of whom Alberto
Alvarez is the Appellant

Appellant

PROOF OF SERVICE

I certify that I served the Motion to require Appellant to comply with SCACR 210c on Alberto Alvarez by depositing a copy of it in the United States Mail, postage prepaid, on February 17, 2017, addressed to Appellant of record pro se, Alberto Alvarez, 17 Latham Drive, Greenville, SC 29617.

February 17, 2017



David R. Clarke
3609 Stoney Ridge Trail
Midlothian, VA 23112

David Ross Clarke

Attorney at Law (Licensed in SC)

P.O. Box 1951
Midlothian, VA 23113

804-878-6060
Email: dclarke0711@gmail.com

February 17, 2017

RECEIVED

FEB 21 2017

SC Court of Appeals

The Honorable Jenny Abbott Kitchings
Clerk of South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211

Re: Motion to require compliance with SCACR 210c, Elliott vs. Alvarez, et al.: Case Number
2016-00-0152

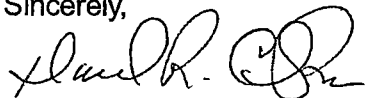
Dear Ms. Kitchings:

Enclosed please find an original and six copies of my Motion requiring compliance with SCACR 210c in the above captioned case and my \$25.00 filing fee. I am sending one copy to Mr. Alvarez by US Mail, postage prepaid, as indicated by my Proof of service.

If you have any questions, please call me.

Thank you for your cooperation and help.

Sincerely,



David R. Clarke
Bar number - 7143

DAVID R. CLARKE
3609 STONEY RIDGE TRAIL
MIDDLETOWN, VA
23112

P

US POSTAGE PAID
\$8.65

Origin: 23112
Destination: 29211
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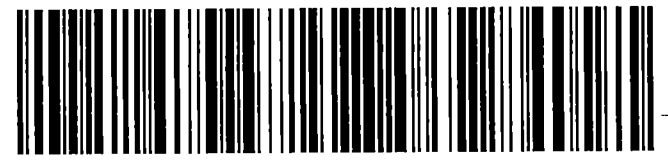
1024

PRIORITY MAIL® 2-Day

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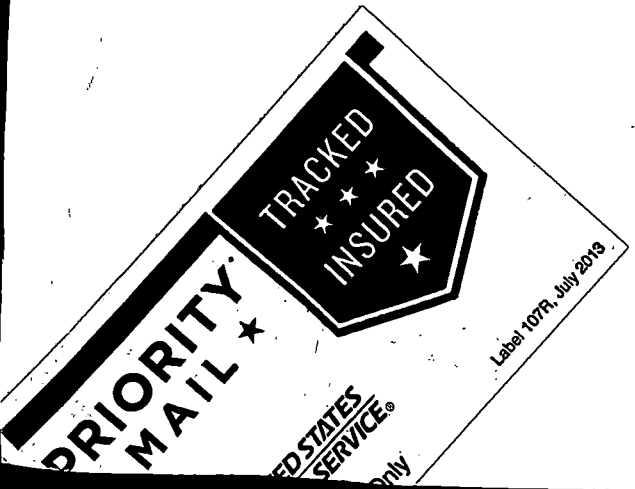
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USPS TRACKING NUMBER



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The Honorable Jenny Abbott Kitchings
Clerk of the South Carolina Court of Appeals
P.O. Box 11629
Columbia, S.C.
29211



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FEB 21 2017
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