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STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

Appeal from Lee County
S. Bryan Doby, Master-In-Equity

Lower Case No. 2009-CP-31-00131

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APR 06 2017

SC Court of Appeals

United States of America, acting through the
Farmers Home Administration, United States
Department of Agriculture,

Plaintiff/Respondent,

v.

Maxie Lee Thomas, Jr. a/k/a Maxie Lee Thomas,
deceased, and all other heirs at law and/or distributes
of Maxie Lee Thomas, Jr. a/k/a Maxie Lee Thomas,
deceased, his heirs, personal representatives,
executors, administrators, successors and assigns,
and any spouses if any he has, and all persons entitled
to claim under or through him or any of them; all
persons unknown claiming any right, title, estate,
interest in or lien upon the real estate described in the
Complaint herein, any and all persons who may be in
the military service of the United States of America,
being a class designated as John Doe; and any
unknown minors or persons under a disability being
a class designated as Richard Roe, Laura Ann Toney,
and Brittany Nicole Thomas,

Defendants,

Of whom Laura Ann Toney is the Appellant.

APPELLATE CASE NO. 2016-002261

RETURN TO MOTION FOR LEAVE OF COURT

The Motion for Leave of Court (“Motion”) filed by the Appellant Laura Ann Toney (“Appellant”) is an attempt to delay her appeal; however, the Court lacks jurisdiction over the matters referred to in the Motion, and the issues pending in the lower court are not stayed. It is also worth noting that the property (“Property”) subject of Judgment of Foreclosure and Order for Sale (“Judgment”) filed in the underlying action has been enforced, and the Property subject thereof has been sold. For these reasons, the Motion should be denied.

By way of brief background, a final hearing in the underlying action occurred before the Honorable Stephen Bryan Doby, Master-In-Equity for Lee County, (“Judge Doby”) on April 13, 2016, the Judgment was filed on August 23, 2016, and a copy was served on Appellant on August 25, 2016. A copy of the Judgment is attached hereto as **Exhibit A**. Thereafter, Appellant served upon counsel for Respondent United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (“Respondent”) a Motion Rule 60(b)(2) and Rule 60(b)(3) and Motion for Sanctions and Notice of Unauthorized Practice of Law (“Motion to Vacate”) seeking to have Judge Doby address issues related to the Substitution of Counsel filed in this matter. Copies of the Motion to Vacate and Substitution of Counsel are collectively attached hereto as **Exhibit B**. On November 7, 2016, Judge Doby sold the Property pursuant to the Judgment, and Appellant filed her Notice of Appeal regarding the Judgment and an Order Denying Motion for Reconsideration (“Reconsideration Order”) on November 8, 2016. A copy of the Reconsideration Order is attached hereto as **Exhibit C**. Despite filing a Notice of Appeal, Appellant did not take any steps to stop the sale or otherwise comply with S.C. Code Ann. §18-9-170 (1976, as amended).

As a result of the foreclosure sale, a deed to the Property was issued to TLT Holdings, LLC, the highest bidder, the funds collected at the foreclosure sale were disbursed, and a Report on Sale and Order Confirming Sale was filed on February 23, 2017. A copy of the Master in

Equity's Foreclosure Deed and Report on Sale and Order Confirming Sale are collectively attached hereto as **Exhibit D**. To date, Appellant has failed to file and serve her Initial Brief and Designation of Matter to be Included in the Record on Appeal despite being given an extension of time to do so. A copy of the Order granting Appellant the extension is attached hereto as **Exhibit E**.

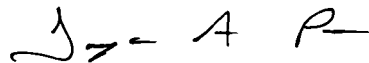
Pursuant Rule 241, SCACR, "[a]s a general rule, the service of a notice of appeal in a civil matter acts to automatically stay matters decided in the order, judgment, decree or decision on appeal, and to automatically stay the relief ordered in the appealed order, judgment, or decree or decision... The lower court or administrative tribunal retains jurisdiction over matters not affected by the appeal including the authority to enforce any matters not stayed by the appeal." Rule 241 (a), SCACR. The exceptions to the general rule are found in Rule 241(b), SCACR, and include, "[j]udgments directing the sale or delivery of real of possession of real property as provided in S.C. Code Ann. §18-9-170. Rule 241(b)(4). Under S.C. Code Ann. §18-9-170, "If the judgment appealed from direct the sale or delivery of possession of real property, the execution of the judgment shall not be stayed unless a written undertaking be executed on the part of the appellant, with two sureties, to be the effect that during the possession of such property by the appellant he will not commit or suffer to committed any waste thereon..." S.C. Code Ann. §18-9-170 (1976, as amended). Additionally, Rule 205, SCACR states that, "[u]pon the service of the notice of appeal, the appellate court shall have jurisdiction over the appeal.... Nothing in these Rules shall prohibit the lower court, commission or tribunal from proceeding with matters not affected by the appeal." Rule 205, SCACR.

As applied to this matter, Appellant appears to ask the Court to stop her appeal from moving forward so that Judge Doby can rule on the Motion to Vacate; however, Appellant has failed to present a reason why the appeal should be stayed. As set forth above, the Motion to

Vacate seeks to address various issues related to the Substitution of Counsel. These issues are not the subject of the present appeal, and they are not included in either the Judgment and/or the Reconsideration Order. Also, they are not affected by the appeal. Accordingly, the Court does not have jurisdiction over the matters related to the Motion to Vacate pursuant to Rule 205, SCACR, and the issues contained therein are not stayed pursuant to Rule 241, SCACR. As a result, Judge Doby should be allowed to hear the Motion to Vacate without it delaying and/or slowing the progress of the appeal.

As set forth above, Appellant has filed the Motion to stay her appeal and delay its progress. However, the issues referred to in the Motion to Vacate, which are the subject of the Motion, have not been raised in the present appeal and they don't affect same. As a result, the Court doesn't have jurisdiction over the Motion to Vacate, and a determination of those issues are not stayed by the appeal. Accordingly, the Motion should be denied, and the appeal should move forward without any further delay.

Respectfully submitted,



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of Agriculture*

April 6, 2017
Chapin, South Carolina

SOUTH CAROLINA
COUNTY OF LEE

IN THE COURT OF COMMON PLEAS
C/A NO.: 2009-CP-31-131

United States of America, acting through the
Farmers Home Administration, United
States Department of Agriculture,

Plaintiff,

vs.

Maxie Lee Thomas, Jr. a/k/a Maxie Lee
Thomas, deceased, and all other heirs at law
and/or distributees of Maxie Lee Thomas, Jr.
a/k/a Maxie Lee Thomas, deceased, his
heirs, personal representatives, executors,
administrators, successors and assigns, and
any spouses if any he has, and all persons
entitled to claim under or through him or any
of them; all persons unknown claiming any
right, title, estate, interest in or lien upon the
real estate described in the Complaint
herein; also any persons who may be in the
military service of the United States of
America, being a class designated as John
Doe; and any unknown minors or persons
under a disability being a class designated as
Richard Roe, Laura Ann Toney, and
Brittany Nicole Thomas,

Defendants,

**JUDGMENT OF FORECLOSURE
AND ORDER FOR SALE**
(Deficiency Demanded as to Defendant
Maxie Lee Thomas a/k/a Maxie Lee
Thomas, Jr. only)
(Non-Eligible for Loan Modification Under
the Home Affordable Modification
Program)

THIS MATTER came before the undersigned for a final foreclosure hearing on April 13, 2016 pursuant to the Order for Bifurcate filed in this matter on January 10, 2010 and the Notice of Hearing filed and served on March 16, 2016. Present at the hearing was Taylor A. Peace, Esq., counsel for Plaintiff United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, and Kimberley L. Ahtonen, witness for Plaintiff. After due and proper notice, none of the above named Defendants, including Defendant Laura Ann Toney (“Toney”) appeared, nor did anyone appear on their behalf.

Pursuant to the Order to Bifurcate, Rule 53(b), SCRCP, the documentary evidence presented, the testimony presented, applicable case and statutory law, and such argument of



counsel as was appropriate, the undersigned makes the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

1. For value received, Maxie Lee Thomas a/k/a Maxie Lee Thomas, Jr. (“Thomas”) made, executed and delivered to Plaintiff a Promissory Note (“Note”) dated August 10, 1984, promising thereby to pay to Plaintiff the sum of \$40,000.00, upon the terms and conditions set forth therein.

2. Under the terms of the Note, a default is defined as the failure to pay when due any debt evidenced thereby, and, upon an event of default, Plaintiff, at its option may declare all or any part of any such indebtedness due and payable.

3. To better secure the payment of the Note described above, Maxie Lee Thomas a/k/a Maxie Lee Thomas, Jr. made, executed and delivered to Plaintiff in writing, a Mortgage dated August 10, 1984, (“Mortgage”) covering real property in Lee County more fully described therein (The Note and Mortgage are sometimes referred to herein as “Loan”).

4. Pursuant to the Mortgage, Thomas agreed to pay or reimburse Plaintiff for expenses reasonably necessary or incidental to the enforcement of the Mortgage, including but not limited the collection of attorney’s fees and court costs associated therewith.

5. The Mortgage additionally provides that upon Thomas’s default under the Note and Mortgage or his death, Plaintiff, with or without notice, may declare the amount unpaid under the Note immediately due and payable, foreclose the Mortgage in accordance with applicable law, collect attorney’s fees and court costs associated therewith, and enforce all other rights and remedies provided by law.

6. The Mortgage was filed on August 10, 1984, and is of record in the office of the ROD for Lee County in Mortgage Book 102 at Page 279.

7. Thomas’s execution of the Mortgage was witnessed by and notarized on August 10, 1984 by Margie G. McCutchen, a notary public for South Carolina, and Edward F. Hucks.

8. The closing of the Loan was supervised by William P. Baskins, III, Esq., an attorney duly licensed in the State of South Carolina. William P. Baskins, III, Esq. died October 12, 2015.

9. On or about October 21, 2005, Thomas died testate while residing in Lee County, South Carolina.

10. At the time of his death, payments due under the Note and Mortgage had not been made.

11. An estate was opened for Thomas, was administered under Case Number 2005-ES-31-139, and Toney was appointed Personal Representative of the Estate pursuant to the Last Will and Testament of Maxie lee Thomas a/k/a Maxie Lee Thomas, Jr (“Will”).

12. Pursuant to the terms of the Last Will and Testament of Maxie Lee Thomas a/k/a Maxie Lee Thomas, Jr. dated September 24, 2005, Toney is the sole devisee of the real property which is the subject of this action pursuant to the terms of the unprobated Last Will and Testament, and she is named a Defendant in this action as result of any interest she may have therein.

13. Defendant Brittany Nicole Thomas (“B. Thomas”) is the sole issue and heir of Maxie Lee Thomas a/k/a Maxie Lee Thomas, Jr. and is named herein by virtue of any interest she may have in the real property which is the subject of this action.

14. On or about April 3, 2009, Plaintiff delivered to Toney and B. Thomas a Notice of Acceleration and Demand for Payment and Intent to Foreclose.

15. This Lis Pendens was filed in this matter on June 24, 2009.

16. The Summons and Complaint were filed on June 24, 2009.

17. Service was made upon Defendants as shown on the Affidavits of Service filed herein.

18. Pursuant to the Administrative Order of the Honorable Jean Hoefer Toal, Chief Justice of the S.C. Supreme Court, dated May 22, 2009, Plaintiff completed the Verification and Affidavit Regarding HMP Modification and/or Affidavit of Proof Statement of Account which is attached to the Summons and Complaint and was served upon the Defendants therewith. Based upon same, Plaintiff alleges the Note and Mortgage are not subject to modification under the Home Affordable Modification Program (“HMP”).

19. On July 14, 2009 the Defendant Laura Ann Toney filed an Answer and Counterclaim that included a request for a jury trial, a copy of which has been filed of record. The Answer and Counterclaim was subsequently amended on September 9, 2009, November 23, 2009 and January 4, 2010. Pursuant to the Answer and Counterclaim, Toney alleged issues related to an alleged violation of the Fair Debt Collection Act (“First Counterclaim), violation of due process (“Second Counterclaim”), unauthorized practice of law (“Third Counterclaim”),

burglary and violation of S.C. Code §27-5-110 (“Fourth Counterclaim”), fraud (“Fifth Counterclaim”), improper notarization (“Sixth Counterclaim”), and constructive fraud (“Seventh Counterclaim”).

20. Plaintiff filed its Reply to Amended Answer and Counterclaim on September 29, 2009.

21. The Court appointed a Guardian ad Litem and Attorney to represent any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe, and an answer has been filed on their behalf.

22. Maxie Lee Thomas, Jr. a/k/a Maxie Lee Thomas, deceased, and all other heirs at law and/or distributees of Maxie Lee Thomas, Jr. a/k/a Maxie Lee Thomas, deceased, his heirs, personal representatives, executors, administrators, successors and assigns, and any spouses if any he has, and all persons entitled to claim under or through him or any of them; all persons unknown claiming any right, title, estate, interest in or lien upon the real estate described in the Complaint herein; and Brittany Nicole Thomas have served no Answer or other responsive pleadings upon Plaintiff and are now in default.

23. Thereafter, Plaintiff filed a Motion and Order to Bifurcate which was granted by Order filed January 26, 2010. (“Order to Bifurcate”) wherein the undersigned was given authority to, among other things, rule upon Plaintiff’s claim for foreclosure and Toney’s defenses related thereto.

24. Toney filed an Appeal of the Bifurcation on February 10, 2010, which was dismissed by Order of the Court of Appeals on March 3, 2010.

25. Toney filed a Motion for Rehearing in the Court of Appeals on March 11, 2010, which was denied by the Court of Appeals on May 24, 2010.

26. Toney filed a Petition for Writ of Certiorari with the Court of Appeals on June 23, 2010 which was subsequently denied by the Court of Appeals on October 21, 2010.

27. Thereafter, the Court of Appeals filed its Remittitur on December 12, 2011.

28. Plaintiff filed a Motion to Dismiss the Jury Trial demand on September 19, 2013 and a Motion for Summary Judgment on October 31, 2013.

29. The Court hear heard oral arguments relating to Plaintiff's Motion for Summary Judgment and Motion to Dismiss the Jury Trial Demand of Defendant Laura Ann Toney on March 21, 2014.

30. The Estate was dismissed on June 20, 2014 by Order of the Honorable Catherine F. Harris, Lee County Probate Judge, for failure to file the necessary documents to close same and accordingly no Deed of Distribution has been issued.

31. The Motion for Summary Judgment and Motion to Dismiss Jury Trial Demand was granted by Order of the Honorable R. Ferrell Cothran, Jr. dated March 26, 2015 ("Order for Summary Judgment").

32. The Order for Summary Judgment granted Plaintiff summary judgment as to Toney's First Counterclaim and Fourth Counterclaim and found that the remaining counterclaims are defenses to Plaintiff's foreclosure claim.

33. Thereafter, Toney filed a Notice of Ex-Parte Application and Ex-Parte Application to Vacate Order on April 7, 2015 and an Amended Notice of Ex-Parte Application and Ex-parte Application to Vacate Order April 23, 2015 (collectively "Application") relating to an alleged procedural irregularity with regard to the delivery of the Order for Summary Judgment to the Court.

34. The Application did not raise any issues with regard to the merits of the Order for Summary Judgment.

35. After proper notice to the parties, Toney failed to appear at the hearing on her Application and the same was denied pursuant to an Order Denying Notice of Ex-Parte Application filed November 4, 2015 ("Order Denying Application").

36. Thereafter, Toney filed an Objection to Proposed Order denying Amended Notice of Ex-Parte Application on November 9, 2015 ("Objection") and Notice of Appeal on November 15, 2015 ("Appeal").

37. The Application, Objection and Appeal do not raise issues with regard to the merits of the Order for Summary Judgment.

38. Toney filed a Motion for Abeyance or Continuance on April 6, 2016 alleging that the South Carolina Court of Appeals has jurisdiction over this matter.

39. On April 12, 2016, Toney delivered to the undersigned a letter and accompanying doctor's note indicating that she was excused from work and school as the result of dizziness. ("Doctor's Letter")

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

41. This Mortgage constitutes a first lien on the subject property, the titleholder of record in and to the subject property as of the filing of the Lis Pendens in this action are Maxie Lee Thomas and the heirs at law and/or devisees of Maxie Lee Thomas a/k/a Maxie Lee Thomas, Jr.

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

a.	Principal due as of April 13, 2016	\$36,379.03
b.	Interest from April 10, 1999 through April 13, 2016 at 11.875%	\$64,110.48
c.	Total Subsidy Granted	\$37,878.28
d.	Fees Assessed	\$50,489.54
e.	Attorney's fee	\$30,597.00
f.	Future Attorney's Fees (disposition of pending Appeal)	\$10,000.00
g.	Costs of collection prior to hearing	\$2,585.50

Total Debt secured by Note and Mortgage, including interest to date shown	\$232,039.83
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Per Diem at	\$11.87
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The amount due (shown above) shall accrue interest at the rate of 11.875% per annum and together with such interest shall constitute the total debt due the Plaintiff, pursuant to S.C. Code §29-3-630.

CONCLUSIONS OF LAW

Based on the foregoing Findings of Fact, I make the finding Conclusions of Law and Order as follows:

1. Pursuant to SCACR 205, "[u]pon the service of a notice of appeal, the appellate court shall have exclusive jurisdiction of the appeal.... Nothing in these Rules shall prohibit the lower court.... from proceeding with matters not affected by the appeal". SCACR 205.

2. Also, pursuant to Rule 42(b), “[t]he court, in furtherance of convenience or to avoid prejudice.... may order a separate trial of any claim-crossclaim, counterclaim, or third-party claim, or of any separate issue or of any number of claims, cross-claims or counterclaims, third party claim, or issues, always preserving inviolate the right of a trial by jury...” Rule 42 (b), SCRPC.

3. In this matter, the Order to Bifurcate, the undersigned is, among other things, authorized and empowered to hear Plaintiff’s foreclosure and defenses related to thereto and that Toney’s counterclaims remain with the Circuit Court.

4. In other words, the Order to Bifurcate separated, for purposes to trial, discovery and other litigation matters, the undersigned is not to hear matters related to Toney’s counterclaims nor are they the subject of this hearing.

5. Also, the Order for Summary Judgment does not relate to Plaintiff’s claim for foreclosure or Toney’s defenses related thereto.

6. In addition, the Application, Proposed Objection and Appeal do not take issue with the Court’s ruling in the Order for Summary Judgment that Defendant’s counterclaims, with the exception of the First Counterclaim and Fourth Counterclaim, are defenses to Plaintiff’s foreclosure action that should be addressed by the undersigned.

7. Accordingly, Plaintiff’s claim for foreclosure and the defenses related thereto, including Toney’s counterclaims that have been found to be defenses, are not affected by the Appeal, and therefore the South Carolina Court of Appeals does not have jurisdiction over Plaintiff’s claim for foreclosure and Toney’s defenses related thereto and this matter may immediately proceed.

8. As a result, Toney’s Motion for Continuance is herein denied.

9. To the extent the Doctor’s Letter can be construed as a second motion for continuance, same is denied as it only excuses Toney from school and work and does not make any mention of court appearances.

10. With regard to Toney’s Second Counterclaim, a first mortgage on residential property is exempt from the right to cure requirements under the South Carolina Consumer Protection Code. See S.C. Code Ann. §37-3-105.

11. Therefore, the question of whether Toney is entitled to a notice of default/right to cure is a question what notice is required by the loan documents. See Hendrix v. Franklin, 292

S.C. 138, 355 S.E.2d 273 (Ct. App. 1986); Allendale Furniture Co., Inc., v. Carolina Commercial Bank, 284 S.C. 76, 325 S.E.2d 530 (1985).

12. Pursuant to the Mortgage, the Plaintiff, with or without notice, may declare the entire amount unpaid under the Note and any indebtedness to Plaintiff hereby secured immediately due and payable.

13. Also, Toney is not defined as the "Borrower" in this matter, and does have any legal rights under the Mortgage. She is named as a party to this matter by virtue of any interest she may in the Property by virtue of position as devisee of the Will.

14. Accordingly, Plaintiff was not required to send Toney a notice of default/right to cure, her Second Defense is without merit, and it is therefore dismissed.

15. With regard to Toney's Third Counterclaim, "All real estate and mortgage closings must be supervised by an attorney." Matrix Financial Services Corp v. Frazer, 394 S.C. 134, 138, 714 S.E. 2d 532, 534 (2011) (internal citations omitted)

16. This is due to the fact that, "...the presence of attorneys in real estate loan closings s for the protection of the public and that 'protection of the public is of paramount concern' in loan closings." Id. at 394 S.C. 140, 714 S.E. 2d 535 (internal citations omitted).

17. As a result, "...a lender may not enjoy the benefit of equitable remedies when that lender failed to have attorney supervisions during the loan process as required by law Id.

18. However, the defense of the unauthorized practice of law is only available to mortgages filed after 2011. See BAC Home Loan Servicing L.P. v. Kinder, 398 S.C. 619, 731 S.E. 2d 547.

19. In this matter, the Mortgage was filed on August 10, 1984 in the office of the ROD for Lee County in Mortgage Book 102 at Page 279, well before 2011.

20. Also, the execution Note and Mortgage at issue was supervised by William P. Baskin, Esq., deceased, who was an attorney duly licensed in the State of South Carolina, and Toney has failed to present any evidence otherwise.

21. Accordingly, Toney's Third Counterclaim is denied as the unauthorized it is not available to her, and the execution of the Note and Mortgage was supervised by an South Carolina attorney.

22. Toney's Fifth Counterclaim and Seventh Counterclaim is also denied as she has failed to present any evidence to support same.

23. As to Toney's Sixth Counterclaim, the Mortgage was properly witnessed and notarized, and Toney has failed to present any evidence otherwise, and same is dismissed accordingly.

24. In addition to the above, Toney's Second Counterclaim, Third Counterclaim, Fifth Counterclaim, Sixth Counterclaim, and Seventh Counterclaim are dismissed pursuant to Rule 41(b), SCRPC, as she has failed to prosecute same or otherwise comply with the South Carolina Rules of Civil procedure. Rule 41(b), SCRPC.

25. The Defendant(s) named herein and all persons whosoever claiming under him, them or it be forever barred and foreclosed of all right, title, interest, and equity of redemption in the said mortgaged premises so sold, or any part thereof.

26. Plaintiff's Mortgage constitutes a first lien on the subject property.

27. There is due to the Plaintiff on the obligation and Mortgage set forth in the Complaint the sum of \$232,039.83 representing the total debt due Plaintiff as set out in the Findings of Fact supra, and Defendant Laura Ann Toney has presented no evidence to contradict the same.

28. The Plaintiff has incurred the actual sum of \$30,597.00 in attorney's fees in the prosecution of this action and costs in the sum of \$2,585.50 as set forth in the Affidavit of Taylor A. Peace, Esquire, and anticipates that it will incur the additional sum of \$10,000.00 in attorney's fees through the final conclusion of the action.

29. The attorney's fees are fair and reasonable under the six (6) applicable factors to be considered under Baron Data Systems, Inc. v. Loter, 297 S.C. 382, 377 S.E.2d 296 (1989):

- (a) This litigation involved a complex residential dispute, which included the defense of numerous counterclaims and affirmative defenses containing allegations of breach of contract, fraudulent misconduct, and unfair trade practices by Plaintiff;
- (b) The time actually devoted to the matter was necessary to complete extended discovery, numerous motions, appeals, and presenting the case at a trial;
- (c) The professional standing of the attorneys at Tyler, Jackson, Peace and Silver, LLC, is excellent and they regularly represent clients in matters similar to the issues presented in this case;
- (d) The Contingency of Compensation factor is inapplicable since this was not a contingency case;

- (e) The rates of the attorneys involved in this matter are consistent with those customarily charged in the Counties of Richland Lee for similar legal services; and
- (f) The beneficial results that Plaintiff received in prevailing on its action to foreclose on a Note.

30. The amount due in the preceding paragraph (the "Total Debt" as set forth hereinabove) shall accrue interest at the rate of 11.875% per annum and together with such interest shall constitute the total debt due the Plaintiff.

31. The amount due shall be subject to increase to permit the Plaintiff to recover additional costs, commissions and expenses. Such additional costs, commissions and expenses may be established by affidavit and shall be adjudicated by the court without further hearing.

32. That on or before the date of sale of the property hereinafter described, Plaintiff or Plaintiff's attorney, is to be paid the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

33. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, be sold by the undersigned Master in Equity for Lee County at public auction, at the Lee County Courthouse, 123 South Main Street, Bishopville, County and State aforesaid, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on some other day appointed by the Court), on the following terms, that is to say:

- A. FOR CASH: The undersigned Master in Equity for Lee County will require, at the time of the bid, a deposit of five (5%) percent on the amount of the bid (in cash or equivalent) same to be applied on the purchase price if compliance is made; but in the event compliance is not made, the deposit may be forfeited without further hearing and applied first to costs of the action and then to Plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse to make the required deposit at the time of bid or comply with the other terms of the bid within twenty (20) days, then the property may be re-sold on the same terms and conditions on some subsequent sales day, but at the risk of the defaulting bidder(s).

- B. Interest on the bid shall be paid through the day of compliance at the rate of 11.875%.
- C. The sale shall be subject to taxes and assessments, existing easements and restrictions and easements and restrictions of record, and any other senior encumbrances.
- D. Plaintiff to pay for any statutory commission on sale from the proceeds of sale, and Purchaser to pay for deed preparation, costs of recording the deed and deed stamps.
- E. A personal or deficiency judgment being demanded, the bidding will remain open after the date of sale for thirty (30) days.

34. A personal or deficiency judgment being demanded, the bidding will remain open after the date of sale for thirty (30) days.

35. That the undersigned Master in Equity for Lee County, will by advertisement according to law, give notice of the time, and place of sale, and the terms thereof; and will execute to the Purchaser, or Purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, may become a purchaser at such sale, and that if, upon such sale being made, the Purchaser, or Purchasers, should fail to comply with the terms thereof within twenty (20) days after date of sale, then the undersigned Master in Equity for Lee County may advertise the said premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

36. That the undersigned Master in Equity for Lee County will apply the proceeds of sale as follows:

FIRST: To the payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court.

NEXT: To the payment to the Plaintiff or Plaintiff's attorney, of the amount of Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same.

NEXT: Any surplus will be held pending further Order of this Court.

37. That Plaintiff shall have judgment of foreclosure. That Plaintiff shall have judgment against Defendant Maxie Lee Thomas a/k/a Maxie Lee Thomas, Jr. for the full amount found to be due Plaintiff on the Note and Mortgage, which judgment shall be reduced by the net proceeds of sale pursuant to S.C. Code Ann §29-3-650, as amended, as determined by this Court in a subsequent Order for Deficiency Judgment. Plaintiff may waive any of its rights prior to sale, including its right to a deficiency judgment in accordance with Rule 71, South Carolina Rules of Civil Procedure. Plaintiff's waiver shall be made in writing.

38. If the Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses, and the indebtedness of Plaintiff in full, Plaintiff may pay to the undersigned Master in Equity for Lee County only the amount of the costs and expenses, crediting the balance of the bid on Plaintiff's indebtedness.

39. Should the Plaintiff, Plaintiff's attorney or agent fail to appear on sales day, the property shall not be sold, but shall be re-advertised and sold at some convenient sales day thereafter when the Plaintiff, Plaintiff's attorney or agent is present.

40. In the event the successful bidder is other than the Defendant in possession herein, upon the presentation of a Writ of Assistance, the Sheriff of Lee County is ordered and directed to eject and remove from the premises the occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in such peaceable possession. Pursuant to Rule 70, SCRCF, the Clerk, upon application of the successful bidder is hereby directed to execute a Writ of Assistance. All valid tenant rights pursuant to Protecting Tenants at Foreclosure Act of 2009 shall be protected.

41. That the deed of conveyance made pursuant to this sale shall be indexed in the grantor index by the Clerk of Court or Register of Deeds in the name of the owner of record of

subject property immediately prior to execution of the deed, as well as in the name of the undersigned Master in Equity for Lee County, who executes such deed as grantor.

42. The Master in Equity for Lee County, shall direct the Clerk of Court/Register of Deeds to release of record the mortgage lien being foreclosed, after the Order Confirming Sale and Disbursements has been executed and filed, which mortgage lien is described as follows: That certain Mortgage given by Maxie Lee Thomas a/k/a Maxie Lee Thomas, Jr. to Plaintiff dated August 10, 1984 and recorded in the Office of the Clerk of Court/Register of Deeds for Lee County on August 10, 1984 in Book 102 at Page 279.

43. The undersigned Master in Equity for Lee County will retain jurisdiction to do all the necessary acts incident to this foreclosure including, but not limited to, the issuance of a Supplemental Order to evidence additional debt incurred if the sale of the property is delayed by the filing of a bankruptcy petition, transfer of service of the Note and Mortgage by the Plaintiff, or an attempt of the parties to reach a settlement, the issuance of a Supplemental Order to correct a harmless error in the action that does not substantially affect the rights of the parties, the issuance of a Writ of Assistance, disposing of any surplus funds pursuant to Rule 71(c), SCRPC, and hearing any issues involving appraisal proceedings under §29-3-680 et seq of the South Carolina Code of Laws (1976) as amended.

44. Mortgaged property to be sold by Master in Equity for Lee County:

All that certain piece, parcel or lot of land situate, lying and being in Bishopville Township, Lee County, S.C., described as Lot NO. 20 on a plat of Broad Acres Subdivision, prepared by J.P. Edwards, RLS dated November 4, 1971, and recorded in Plat Book M at Page 104 in the Office of the Clerk of Court for Lee County, S.C., and being bounded and described as follows, to wit: On the Southwest by lands now or formerly of A.B. Baskin Estate and measuring thereon 120 feet, more or less; on the Southeast by Lot No. 21 according to said Plat, and measuring thereon 251.32 feet, more or less; on the Northeast by Broad Acres Drive and fronting thereon 120 feet, more or less; and on the Northwest by Lot No. 19 according to said Plat, and measuring thereon 251.32 feet, more or less.

Subject to Restrictive Covenants N-2-11 and D-39, Lee County, S.C. Registry.

Said Lot No. 20 being more recently described according to a Plat thereof made by Frank E. Hinson, Surveyor, dated January 28, 1984, and recorded in Plat Book U at Page 45, said Registry.

This being the same property conveyed to Maxie Lee Thomas by deed of A.B. Baskin, Jr., Eldridge Baskin, Louise Baskin Stevenson and Virginia Baskin Fletcher dated July 12, 1984 and recorded August 10, 1984 in Book N-3 at Page 21.

TMS No.: 029-00-00-059-000

Address: 71 Broad Acres Road, Bishopville, South Carolina 29010

45. The Note and Mortgage are not subject to the Home Affordable Modification Program ("HMP").
46. Plaintiff has complied with Administrative Order of the Supreme Court of South Carolina dated May 2, 2011 (2011-05-02-01).

ELECTRONIC SIGNATURE PAGE TO FOLLOW

Attorney for Plaintiff:
Taylor A. Peace
S.C. Bar No. 100206
Tyler, Jackson, Peace & Silver, LLC
1331 Elmwood Avenue, Suite 300
Post Office Box 11656
Columbia, South Carolina 29211
(803) 779-4997



Lee Common Pleas

Case Caption: United States Of America VS Maxie Lee Thomas Jr , defendant, et al
Case Number: 2009CP3100131
Type: Master/Order/Foreclosure & Sale and Form 4

So Ordered

s/S. Bryan Doby, Lee County Master-in-Equity
3070

October 17, 2016

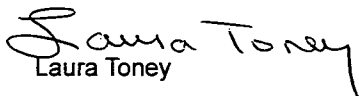
P.O. Box 722
Bishopville, SC 29010

Dear Mr. Peace:

Enclosed please find the Motion 60 and Notice of Unauthorized Practice of Law on which I am serving on you and the USDA.

Thank you for your attention in this matter.

Sincerely,


Laura Toney

CC: Judge S. Bryan Doby, Master In Equity



**THE STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS
COUNTY OF LEE**

MAXIE LEE THOMAS, JR. AKA
MAXIE LEE THOMAS, DECEASED, and all
Other heirs at law and/or distributes of Maxie
Lee Thomas, Jr.,a/k/a Maxie Lee Thomas, deceased
His heirs, personal representatives, executors,
Administrators, successors and assigns, and
Any spouses if any he has, and all persons
Entitled to claim under or through him or any
Right, title, estate, interest in or lien upon the
Real estate described in the Complaint
Herein; also any persons who may be in the
Military service of the United States of
America, being a class designated as John
Doe; and any unknown minors or persons
Under a disability being a class designated as
Richard Roe, Laura Ann Toney, and
Brittany Nicole Thomas.

CASE NO. 2009-CP-31-131

Plaintiff,

vs.

United States of America,acting
through the Farmers Home
Administration, United States
Department of Agriculture

Defendants.

MOTION 60(b)(2) AND 60(b)(3)

AND

**MOTION FOR SANCTIONS
AND**

NOTICE OF UNAUTHORIZED PRACTICE OF LAW

NOW COMES LAURA TONEY, pursuant to Rule 60(b)(2) and 60(b)(3), the Plaintiff is respectfully requesting as new trial for the following:

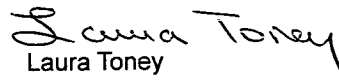
1. The Law Office of Tyler, Cassell, Jackson, Peace and Silver has committed fraud on the Court by admitting misrepresentations on September 28, 2016. The Proposed Order was mailed in April 2016, and was never adjudicated. The USDA attempted to defraud the Court by presenting this certified information to discredit the Plaintiff. The Order the Plaintiff was referring to in her testimony on September 28, 2016, was the new Order signed by Judge Doby. This Order was not mailed to the Plaintiff until after the signature of Judge Doby. The new Order did not conform to the Order by Judge Doby.
2. The Plaintiff questions the Substitution of Counsel document signed by Judge James because Judge James recused himself in all litigation with the Plaintiff Laura Toney because of Conflict of Interest dated back to the when he was an attorney. The Plaintiff seriously doubts that Judge James signed this Order because of his high ethical standards.
3. The Substitute of Counsel did not reference Mr. Taylor Peace, but Donald Tyler, Jr. as Substitute of Counsel and did not conform to **Rule 11(b)** which states: **Change of Attorney**, "An attorney may be changed by consent, or upon cause shown, and upon such terms as shall be just, upon application, by order of the Court, **and not otherwise**, Written notice of attorney must be provided by **Rule 5**. The Ethics Commission makes it clear the procedure for Changing Attorneys in South Carolina.
4. USDA made false representations about the Plaintiff Laura Toney receiving a Letter of Acceleration. The transcript will prove that USDA misrepresented a material fact in this

case. The issue was brought to the Court's attention during the hearing on September 28, 2016, during the Motion for Reconsideration which constitutes fraud on the Court. The Plaintiff later realized that this issue should have been presented under Rule 60 instead of Rule 59.

5. The Order mailed to the Plaintiff on October 12, 2016, denying Motion for Consideration constitutes Unauthorized Practice of Law by Ms. Arrants. The Commission on Judicial and Lawyer Conduct confirms that.

For the above reasons, the Plaintiff is requesting

1. That a new trial is granted to present this information to the Court;
2. That the USDA complaint is dismissed with prejudice;
3. That the Plaintiff is granted the relief prayed for in her original complaint;
4. That Sanctions are imposed upon the USDA and its Attorneys for Fraud on the Court;
5. And any other relief deems necessary by the Court.


Laura Toney

P.O. Box 722

Bishopville, SC 29010

CC: Judge S. Bryan Doby

Tyler, Peace, Silver, Jackson, Cassell

UPON THE REQUEST OF A MEMBER OF THE SOUTH CAROLINA BAR, THE ETHICS ADVISORY COMMITTEE HAS RENDERED THIS OPINION ON THE ETHICAL PROPRIETY OF THE INQUIRER'S CONTEMPLATED CONDUCT. THIS COMMITTEE HAS NO DISCIPLINARY AUTHORITY. LAWYER DISCIPLINE IS ADMINISTERED SOLELY BY THE SOUTH CAROLINA SUPREME COURT THROUGH ITS COMMISSION ON LAWYER CONDUCT.

South Carolina Bar Ethics Advisory Opinion 08-01

SC Rules of Professional Conduct: 1.2; 1.16

Date: March 2008

Facts: Attorney undertakes a federal litigation case pursuant to fee agreement that requires the client to maintain a minimum retainer amount. Client's retainer amount falls below this minimum, and lawyer demands that client replenish retainer. However, client is unable to replenish retainer or pay outstanding bill. Attorney and client execute written agreement discharging attorney from representation of client. Attorney notifies all opposing counsel and circulates a consent order.

Attorney submits consent order to judge who advises that he will only relieve attorney upon motion and hearing. Client is served with discovery requests, and his deposition is noticed. The motion to be relieved as counsel has been filed, and no hearing date has been set.

Question: What is attorney's obligation to represent client in responding to discovery requests and depositions and hearings?

Summary

Rule 1.16(c), South Carolina Rules of Professional Conduct (SCRPC), requires a lawyer to have permission of the appropriate tribunal before terminating representation. Until such relief is granted, the lawyer is obligated to provide competent representation.

Opinion

Rule 1.16(c), SCRPC, provides that a lawyer obtain permission of the appropriate tribunal before terminating representation:

A lawyer must comply with applicable law requiring notice to or permission of a tribunal when terminating a representation. When ordered to do so by a tribunal, a lawyer shall continue representation notwithstanding good cause for terminating the representation.

In *Ex Parte Strom*, 343 S.C. 257, 539 S.E.2d 699 (2000), the South Carolina Supreme Court held that a court order is required to relieve a lawyer as counsel of record pursuant to Rule 11(b), South Carolina Rules of Civil Procedure (SCRCP). See also *Culbertson v. Clemens*, 322 S.C. 20, 471 S.E.2d 163 (1996). Thus, the lawyer may not withdraw from representation until given permission by the court. While the Committee does not address questions of law, Federal Local Rule 83.I.07 is consistent with Rule 11(b), SCRCP, and requires that an attorney obtain leave of the court before his or her name may be stricken from the record. Notwithstanding the doctrines of federal pre-emption and abstention,

the Committee advises that the dictates of *Ex Parte Strom* control the lawyer's obligation to the client.

Accordingly, the scope and allocation of authority contemplated by Rule 1.2, SCRPC, are subject to Rule 1.16(c) that requires permission of the appropriate tribunal before terminating representation. It is the opinion of the Committee that the lawyer must continue to provide competent representation to the client until relief is given by the court. To the extent possible, the lawyer may request extensions of time for responses to discovery requests or postpone depositions. However, under these circumstances, the lawyer is not relieved of his or her obligation to the client until permission is granted by the court.

**THE STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS
COUNTY OF LEE**

MAXIE LEE THOMAS, JR. AKA
MAXIE LEE THOMAS, DECEASED, and all
Other heirs at law and/or distributees of Maxie
Lee Thomas, Jr., a/k/a Maxie Lee Thomas, deceased
His heirs, personal representatives, executors,
Administrators, successors and assigns, and
Any spouses if any he has, and all persons
Entitled to claim under or through him or any
Right, title, estate, interest in or lien upon the
Real estate described in the Complaint
Herein; also any persons who may be in the
Military service of the United States of
America, being a class designated as John
Doe; and any unknown minors or persons
Under a disability being a class designated as
Richard Roe, Laura Ann Toney, and
Brittany Nicole Thomas.

CASE NO. 2009-CP-31-131

Plaintiff,

vs.

United States of America, acting
through the Farmers Home
Administration, United States
Department of Agriculture

Defendants.

CERTIFICATE OF MAILING

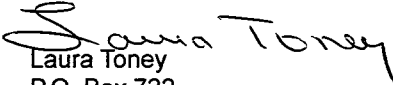
The Plaintiff certifies that she mailed a copy of the Motion 60 and Motion for Sanctions on October 17, 2016, via United States Postal Service addressed as follows:

Tyler, Cassell, Jackson, Peace & Silver L.L.P.

P.O. Box 11656
Columbia, SC 29211-1656

The Honorable Bryan Doby
P.O. Box 106
Bishopville, SC 29010-0106

Lee County Clerk of Court
P.O. Box 387
Bishopville, SC 29010


Laura Toney
P.O. Box 722
Bishopville, SC 29010

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF LEE) 2009-CP-31-131

United States of America, acting)
through the Farmers Home)
Administration, United States)
Department of Agriculture,)

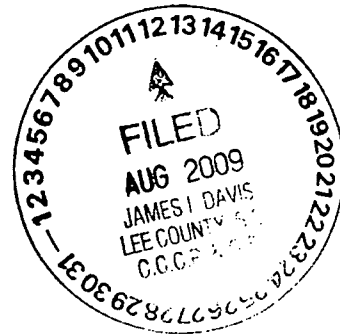
Plaintiff,)

vs.)

CONSENT ORDER
SUBSTITUTING COUNSEL

Maxie Lee Thomas, Jr., aka Maxie)
Lee Thomas, deceased and all other)
heirs at law and/or distributees of)
Maxie Lee Thomas, Jr., aka Maxie)
Lee Thomas, deceased, his heirs,)
personal representatives,)
representatives, executors,)
administrators, successors and)
assigns, and any spouses if any he)
has, and all persons entitled to)
claim under or through him or any)
of them; all persons unknown)
claiming any right, title, estate,)
interest in or lien upon the real)
estate described in the Complaint)
herein; also, any unknown adults)
being as a class designated as)
John Doe and any unknown infants or)
persons being under disability)
being as a class designated as)
Richard Roe, Laura Ann Toney and)
Brittany Nicole Thomas)

Defendants.)



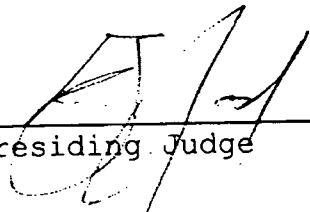
Pursuant to Rule 11(b), SCRCP, Donald W. Tyler, Jr., with the consent of Gary P. Rish, Esquire of the law firm of Gary P. Rish, PC, current counsel for Plaintiff, moves before this Court for an Order substituting Donald W. Tyler, Jr., for Gary P. Rish

A handwritten signature in black ink, appearing to be "GPR" or similar initials, located at the bottom right of the page.

and his firm as counsel for the Plaintiff in this matter.

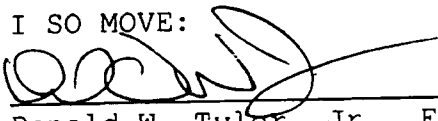
The Court hereby grants this Motion and hereby substitutes Donald W. Tyler, Jr., as counsel for Plaintiff.

IT IS SO ORDERED this 12 day of August, 2009 at Sumter, South Carolina.



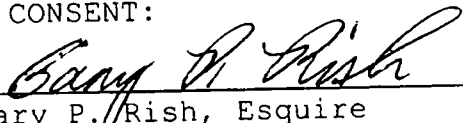
Presiding Judge

I SO MOVE:

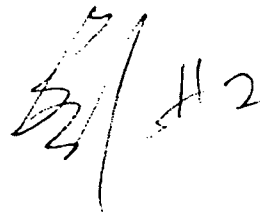


Donald W. Tyler, Jr., Esquire
P. O. Box 11656
Columbia, SC 29202-1656

I CONSENT:



Gary P. Rish, Esquire
P. O. Box 508
Irmo, SC 29063



SOUTH CAROLINA
COUNTY OF LEE

IN THE COURT OF COMMON PLEAS
C/A NO.: 2009-CP-31-131

United States of America, acting through the
Farmers Home Administration, United
States Department of Agriculture,

Plaintiff,

vs.

Maxie Lee Thomas, Jr. a/k/a Maxie Lee
Thomas, deceased, and all other heirs at law
and/or distributees of Maxie Lee Thomas, Jr.
a/k/a Maxie Lee Thomas, deceased, his
heirs, personal representatives, executors,
administrators, successors and assigns, and
any spouses if any he has, and all persons
entitled to claim under or through him or any
of them; all persons unknown claiming any
right, title, estate, interest in or lien upon the
real estate described in the Complaint
herein; also any persons who may be in the
military service of the United States of
America, being a class designated as John
Doe; and any unknown minors or persons
under a disability being a class designated as
Richard Roe, Laura Ann Toney, and
Brittany Nicole Thomas,

Defendants,

ORDER ON MOTION FOR
RECONSIDERATION

THIS MATTER came before the undersigned on September 28, 2016 for a hearing as a result of a Motion for Reconsideration filed by Ms. Toney. The parties had a hearing the merits of the case on April 13, 2016.

After carefully considering the Motion for Reconsideration of Ms. Toney, this Court respectfully denies the same in all aspects.

NOW, THEREFORE, the Motion for Reconsideration of Ms. Toney is denied.

AND IT IS SO ORDERED.

s/S. Bryan Doby
Master in Equity for Lee County





Lee Common Pleas

Case Caption: United States Of America VS Maxie Lee Thomas Jr , defendant, et al
Case Number: 2009CP3100131
Type: Master/Order/Other

So Ordered

s/S. Bryan Doby, Lee County Master-in-Equity
3070

Electronically signed on 2016-10-06 16:15:24 page 2 of 2

ELECTRONICALLY FILED - 2016 Oct 12 9:46 AM - LEE - COMMON PLEAS - CASE#2009CP3100131

201600011422
Filed for Record in
LEE COUNTY, SC
JAMES I. DAVIS, CLERK OF COURT
12-22-2016 At 10:35 am.
DEED 10.00
STATE TAX 67.60
COUNTY TAX 28.60
Book 344 Page 131 - 134

Certified True Copy
12-22-2016 At 10:35 am.
JAMES I. DAVIS
CLERK OF COURT
LEE COUNTY, SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEE) Master In Equity's
) FORECLOSURE DEED

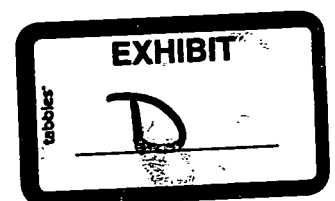
TO ALL TO WHOM THESE PRESENTS SHALL COME OR BE MADE KNOWN:

I, The Honorable S. Bryan Doby, as Master In Equity for Lee County, in the said State send Greetings:

WHEREAS, in Lee County Court of Common Pleas Case No. 2009-CP-31-00131, between United States of America, acting through the Farmers Home Administration, United States Department of Agriculture as Plaintiff and Maxie Lee Thomas, Jr. a/k/a Maxie Lee Thomas, deceased, and all other heirs at law and/or distributees of Maxie Lee Thomas, Jr. a/ka/ Maxie Lee Thomas, deceased, his heirs, personal representatives, executors, administrators, successors and assigns, and any spouses if any he has, and all persons entitled to claim under or through him or any of them; all persons unknown claiming any right, title, interest in or lien upon the real estate described in the Complaint herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Rose, Laura Ann Toney and Brittany Nicole Thomas, as Defendants, an Order was entered on August 23, 2016, decreeing Plaintiff should have judgment of foreclosure of its Mortgage recorded in Book 102 at page 279 and that the property hereinafter described should be sold by the Master In Equity for Lee County on the terms and for the purposes mentioned in the order granted in the case as reference thereto will appear. Thereafter, a Foreclosure sale was held on December 7, 2016.

NOW, THEREFORE KNOW ALL MEN, that I, the undersigned as Master In Equity for Lee County, pursuant to the foregoing and in consideration of the sum of Twenty-six Thousand and no/100 (\$26,000.00) Dollars as paid by the hereinafter named grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by

400



these presents do grant and release unto the grantee, **TLT HOLDINGS, LLC**, PO Box 545, Bishopville, SC 29010

The following described property:

All that certain piece, parcel or lot of land, situate, lying and being in the Bishopville Township, Lee County, SC, described as Lot No. 20 on a plat of Broad Acres Subdivision, prepared by J.P. Edwards, RLS dated November 4, 1971, and recorded in Plat Book M at page 104 in the office of the Clerk of Court for Lee County, SC and being bounded and described as follows, to wit: on the SOUTHWEST by lands now or formerly of A. B. Baskin Estate and measuring thereon 120 feet, more or less; on the SOUTHEAST by Lot No. 21 according to said plat, and measuring thereon 251.32 feet, more or less; on the NORTHEAST by Broad Acres Drive and fronting thereon 120 feet, more or less; and on the NORTHWEST by Lot No. 19 according to said plat, and measuring thereon 251.32 feet, more or less.

Subject to Restrictive Covenants N-2-11 and D-39, Lee County, SC Registry.

Said Lot No. 20 being more recently described according to a plat thereof made by Frank E. Hinson, Surveyor, dated January 28, 1984, and recorded in Plat Book U at page 45, said registry.

This being the same property conveyed to Maxie Lee Thomas by deed of a. B. Baskin, Jr., Eldridge Baskin, Louise Baskin Stevenson and Virginia Baskin Fletcher dated July 12, 1984 and recorded August 10, 1984 in Book N-3 at page 21 in said registry.

TAX MAP NO. 029-00-00-059-000

Prior Owner of Record: Maxie Lee Thomas, Jr., a/k/a Maxie Lee Thomas

Property Address: 71 Broad Acres Road, Bishopville, SC 29010

TOGETHER with all and singular the hereditaments, rights, members, and appurtenances whatsoever to the said property belonging or in any wise incident or appertaining, and the reversions and remainders, rents, issues, and profits thereto, and also any estate, right, title, interest, dower, possession, benefit, claim, or demand therein whatsoever of all parties to the said suit and of all other persons

STATE OF SOUTH CAROLINA

COUNTY OF LEE

AFFIDAVIT

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located in Lee County bearing County Tax Map Number 029-059 was transferred by S. Bryan Doby, Master in Equity for Lee County to TLT Holdings, LLC on Dec. 22, 2016.
3. Check one of the following; The Deed is
 - (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ exempt from the deed recording fee because of No Consideration. (See information section of affidavit) (If exempt, please skip items 4-7, and go to item 8 of this affidavit)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this affidavit):
 - (a) X the fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$26,000.00
 - (b) _____ The fee is computed on the fair market value of the realty, which is _____
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check Yes _____ or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is; _____
6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here:	<u>\$ 26,000.00</u>
(b) Place the amount listed in item 5 above here;	<u>0</u>
(If no amount is listed, place zero here.)	
(c) Subtract Line 6(b) from Line 6(a) and place result here;	<u>\$ 26,000.00</u>
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$96.20
8. As required by code section 12-24-70, I state that I am a responsible person who was connected with the transactions: Lee County Master-in-Equity.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me this 22nd
 day of December, 2016.
Cheryl H. Arant (L.S.)
 Notary Public for South Carolina
 My commission Expires: 3/31/18

S. Bryan Doby
 Responsible Person Connected with the Transaction
S. Bryan Doby, Lee County Master-in-Equity
 Print or Type Name Here

STATE OF SOUTH CAROLINA

COUNTY OF LEE

United States of America, acting through the
Farmers Home Administration, United
States Department of Agriculture,

Plaintiff,

vs.

Maxie Lee Thomas, Jr. a/k/a Maxie Lee
Thomas, deceased, and all other heirs at law
and/or distributees of Maxie Lee Thomas, Jr.
a/k/a Maxie Lee Thomas, deceased, his
heirs, personal representatives, executors,
administrators, successors and assigns, and
any spouses if any he has, and all persons
entitled to claim under or through him or any
of them; all persons unknown claiming any
right, title, estate, interest in or lien upon the
real estate described in the Complaint
herein; also any persons who may be in the
military service of the United States of
America, being a class designated as John
Doe; and any unknown minors or persons
under a disability being a class designated as
Richard Roe, Laura Ann Toney, and
Brittany Nicole Thomas,

Defendants,

IN THE COURT OF COMMON PLEAS

C/A NO.: 2009-CP-31-131

**REPORT ON SALE
AND ORDER CONFIRMING SALE**

1. Pursuant to the decree of this Court heretofore made in the above entitled action dated April 13, 2016, and after due legal advertisement and publication according to law, on November 7, 2016, as directed, the undersigned as Master in Equity for Lee County, conducted an auction of the property therein described and received from TLT Holdings, LLC a bid of \$26,000.00 that being the highest bid made on the deficiency sales day.

2. Deficiency having been demanded, the bidding remained open until thirty (30) days after November 7, 2016.

3. United States of America, acting through the Farmers Home Administration, United States Department of Agriculture has paid the costs of the action as required by the Judgment.

4. The undersigned executed and delivered to TLT Holdings, LLC a good and sufficient deed of conveyance to the property so sold.

5. That the undersigned has paid out and disbursed all funds received as follows:

Master's fees and costs and disbursements:

Reference fee paid by Plaintiff	\$125.00
Commission paid by Purchaser	\$260.00
<hr/> Total Fees Paid	<hr/> \$385.00

IT IS ORDERED that the sale of the subject property and the aforesaid Report be and the same are hereby confirmed. It is further ordered that upon production of a copy of the Deed by Judicial Order of the Master in Equity for Lee County and a copy of this Order the Sheriff of Lee County do put TLT Holdings, LLC in possession of the subject premises.

ELECTRONIC SIGNATURE PAGE TO FOLLOW

STATE OF SOUTH CAROLINA
COUNTY OF LEE

IN THE COURT OF COMMON PLEAS

C/A NO.: 2009-CP-31-131

United States of America, acting through the
Farmers Home Administration, United States
Department of Agriculture,

**ORDER SATISFYING MORTGAGE
LIEN**

Plaintiff,

vs.

Maxie Lee Thomas, Jr. a/k/a Maxie Lee
Thomas, deceased, and all other heirs at law
and/or distributees of Maxie Lee Thomas, Jr.
a/k/a Maxie Lee Thomas, deceased, his heirs,
personal representatives, executors,
administrators, successors and assigns, and
any spouses if any he has, and all persons
entitled to claim under or through him or any
of them; all persons unknown claiming any
right, title, estate, interest in or lien upon the
real estate described in the Complaint herein;
also any persons who may be in the military
service of the United States of America, being
a class designated as John Doe; and any
unknown minors or persons under a disability
being a class designated as Richard Roe,
Laura Ann Toney, and Brittany Nicole
Thomas,

Defendants,

WHEREAS, a mortgage foreclosure action involving the above parties was decided by the
Master in Equity for Lee County by an Order of Reference from the Court of Common Pleas with
authority to enter a final judgment; and

IT IS THEREFORE ORDERED AND DECREED that the Clerk of Court / Register of
Deeds for Lee County is authorized to enter upon the record of the mortgage so foreclosed the
following:

"Lien of Mortgage executed by Maxie Lee Thomas a/k/a Maxie Lee
Thomas, Jr., in favor of Plaintiff as Mortgagee, recorded in **Book 102**
at Page 279, Register of Deeds Office for Lee County is Released,
Cancelled, and Satisfied by sale under foreclosure on October 3,
2016. SEE JUDGMENT ROLL NO. 2009-CP-31-131."

IT IS SO ORDERED.

ELECTRONIC SIGNATURE PAGE TO FOLLOW



Lee Common Pleas

Case Caption: United States Of America VS Maxie Lee Thomas Jr , defendant, et al
Case Number: 2009CP3100131
Type: Master/Master's Report of Sale

So Ordered

s/S. Bryan Doby, Lee County Master-in-Equity
3070

The South Carolina Court of Appeals

United States of America, acting through the Farmers
Home Administration, United States Department of
Agriculture, Respondent,

v.

Maxie Lee Thomas, Jr. a/k/a Maxie Lee Thomas,
deceased, and all other heirs at law and/or distributees of
Maxie Lee Thomas, Jr. a/k/a Maxie Lee Thomas,
deceased, his heirs, personal representatives, executors,
administrators, successors and assigns, and any spouses if
any he has, and all persons entitled to claim under or
through him or any of them; all persons unknown
claiming any right, title, estate, interest in or lien upon
the real estate described in the Complaint herein; also any
persons who may be in the military service of the United
States of America, being a class designated as John Doe;
and any unknown minors or persons under a disability
being a class designated as Richard Roe; Laura Ann
Toney; and Brittany Nichol Thomas, Defendants,

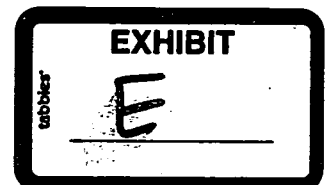
Of whom Laura Ann Toney is the Appellant.

Appellate Case No. 2016-002261

The Honorable Stephen Bryan Doby
Lee County
Trial Court Case No. 2009CP3100131

ORDER

The time for serving and filing the appellant's initial brief and designation of matter
is hereby extended until February 21, 2017.



FOR THE COURT

BY Jay A. Kitchin
CLERK

Columbia, South Carolina

cc:
Laura Toney
Taylor Anthony Peace, Esquire

FILED

February 9, 2017

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

RECEIVED

APR 06 2017

SC Court of Appeals

Appeal from Lee County
S. Bryan Doby, Master-In-Equity

Lower Case No. 2009-CP-31-131

United States of America, acting through the
Farmers Home Administration, United States
Department of Agriculture,

Plaintiff/Respondent,

v.

Maxie Lee Thomas, Jr. a/k/a Maxie Lee Thomas,
deceased, and all other heirs at law and/or distributes
of Maxie Lee Thomas, Jr. a/k/a Maxie Lee Thomas,
deceased, his heirs, personal representatives,
executors, administrators, successors and assigns,
and any spouses if any he has, and all persons entitled
to claim under or through him or any of them; all
persons unknown claiming any right, title, estate,
interest in or lien upon the real estate described in the
Complaint herein, any and all persons who may be in
the military service of the United States of America,
being a class designated as John Doe; and any
unknown minors or persons under a disability being
a class designated as Richard Roe, Laura Ann Toney,
and Brittany Nicole Thomas,

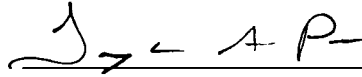
Defendants,

Of whom Laura Ann Toney is the Appellant.

APPELLATE CASE NO. 2016-002261

CERTIFICATE OF SERVICE


The undersigned attorney hereby certifies that a true copy of the Return to Motion for Leave of Court in the above referenced case has been served upon Laura Ann Toney, *pro se* Appellant, at Post Office Box 722, Bishopville, South Carolina 29010, on this 6th day of April, 2017.



Taylor A. Peace (S.C. Bar No. 100206)
HARRELL, MARTIN, & PEACE, P.A.
P.O. Box 1000
Chapin, South Carolina 29036
(803) 345-3353

*Attorneys for Respondent, United States of
America, acting through the Farmers Home
Administration, United States Department
of Agriculture*

SUBSCRIBED AND SWORN TO
before me this 6th day of April, 2017.


Notary Public for South Carolina
My Commission Expires: 06/18/2022.

HARRELL, MARTIN & PEACE, P.A.

ATTORNEYS AND COUNSELORS AT LAW

135 Columbia Avenue

Post Office Box 1000

Chapin, South Carolina 29036

TELEPHONE 803-345-3353

FAX 803-345-9171

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L.K. "Trey" Harrell, III

Jeremy C. Martin

M. Alan Peace **

Jennifer Dowd Nichols

Brent M. Takach

Taylor A. Peace

Robert W. Dibble, Jr. *

William Jennings (Bill) Buchanan *

Donald W. Tyler *

Thomas B. Jackson, III *

*Of Counsel

**Certified Mediator/Arbitrator

April 6, 2017

VIA HAND DELIVERY

Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
1015 Sumter Street
Columbia, SC 29201

RECEIVED

APR 06 2017

SC Court of Appeals

RE: United States of America, acting through the Farmers Home Administration,
United States Department of Agriculture v. Maxie Lee Thomas, Jr., et al.
Of Whom Laura Ann Toney is the Appellant.
Appellate Case No.: 2016-002261
Our File No.: 2518.23031/DWT

Dear Ms. Kitchings:

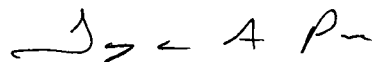
Our law firm represents the Respondent, United States of America, acting through the Farmers Home Administration (United States Department of Agriculture), in the above referenced matter. Enclosed please find an original and seven (7) copies of our Return to Motion for Leave of Court. Also enclosed is our firm's check in the amount of \$25.00 for the filing fee. Please file the original and return a clocked copy to me in the self-addressed envelope provided.

By copy of this letter, I am serving Laura Ann Toney, *pro se* Appellant, with a copy of the same.

Thank you for your assistance with this matter.

Sincerely,

HARRELL, MARTIN, & PEACE, P.A.



Taylor A. Peace, Esquire

TAP/rdb

Enclosures

cc: Laura Ann Toney