

RECORD ON APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BERKELY COUNTY
Court of Common Pleas

Dale Van Slambrook, Master In Equity

Case No. 2015-CP-08-00965
Appellate Case No. 2016-002234

PrimeLending, A
PlainsCapital Company,
Respondent

Respondent,

v.

Ronnell Demar Walker a/k/a
Ronnell D. Walker; and South
Pointe Homeowners Association
Defendants, Of whom Ronnell
Demar Walker a/k/a Ronnell D.
Walker is the Appellant

Appellant.

RECORD ON APPEAL

RECEIVED

AUG 18 2017

SC Court of Appeals

I Am: Ronnell Demar Walker
Authorized Representative
Natural Person, In Propria Persona:
Ex Relatione RONNELL DEMAR WALKER
All Rights Reserved:
U.C.C. 1-207/ 1-308; U.C.C. 1-103
Tunis Territory
C/o 412 Eastover Circle
Summerville, SC [29483]
Non-Domestic

INDEX

Order of October 13, 2016.....	1
Order of October 18, 2016.....	1
Complaint	1
Testimony	
Raymond Crawford, Bank Representative	1
Appellant's Exhibits	
1	2
2	2
3	2
4	2
5	2
6	2
7	2
8	3
9	3
Certificate of Appellant	4

Order of October 13, 2016

The order received in court for the Judgement in Civil Case dated October 13, 2016, which had no signature by the Master in Equity and was not filed in the Clerk of Court.

Order of October 18, 2016

Appellant did not receive a signed copy of the Judgment via USPS mail of when the Judgment was signed or filed with Berkeley County Court House. Appellant traveled to court house personally and received a copy of written notice of entry of this judgment on October 18, 2016.

Complaint

The facts of this case are that Dale Van Slambrook, By Virtute Officii, color of law and Breach of Trust caused me great injury through abuse of office and negligence. Erica G Lybrand and Prime Lending a Plains Capital Company Using Fraud, Negligence, Slander, Breach of Trust, unprofessional Conduct and unfair practices deprived me of my constitutional secured rights to DUE PROCESS OF LAW, THE 5th, 6th and 9th amendments of The Constitution for The United States of America Republic and The South Carolina Constitution Article 1 Sections 1, 2, 3, 4, 10, 11, 13, 14, 16, 22, 23.

Testimony of Raymond Crawford

Transcript from Garber Reporting Services: Page 35 line 1 thru 17

Appellant's Exhibit 1

Writ in the Nature of Discovery and Disclosure, February 1, 2016

Appellant's Exhibit 2

Writ in the Nature of Discovery and Disclosure received by Nikole Hatiwanger, February 4, 2016

Appellant's Exhibit 3

The Notice of Default Judgment, March 9, 2016

Appellant's Exhibit 4

Follow up to Discovery, April 18, 2016

Appellant's Exhibit 5

Motion to Compel, May 16, 2016

Appellant's Exhibit 6

Received response to Discovery from Erica G. Lybrand, June 17, 2016

Appellant's Exhibit 7

Order/Decree, October 13, 2016

Appellant's Exhibit 8

Transcript of Proceedings pp 35 dated October 13, 2016

Appellant's Exhibit 9

Order/Decree, October 18, 2016

Certificate of Counsel

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

August 17, 2017

I Am:

Ronnell Demar Buyer
Authorized Representative.

Natural Person, In Propria Persona:

Ex Relatione RONNELL DEMAR WALKER

All Rights Reserved:

U.C.C. 1-207/ 1-308; U.C.C. 1-103

Tunis Territory

C/o 412 Eastover Circle

Summerville, SC [29483]

Non-Domestic



Moorish National Republic Federal Government
Societas Republicae Ea Al Maurikanos
Northwest Amexem / Northwest Africa / North America / 'The North Gate'
The True Aboriginal and Indigenous Natural Peoples of the Land

Writ in the Nature of Request
Discovery and Disclosure

From: Ronnell Demar Bey
Ex Rel. Ronnell Demar Walker
Phone Number: 843-509-0077
C/o 412 Eastover Circle
Summerville
Via South Carolina
Via United States Republic, North America
Non-Domestic, Non-Resident
Zip 29483

Account Number: 2196000680
Case Number: 15-CP-08-00965

Date of Discovery and Disclosure: 01-29-2016

Mailing Date: 02-01-2016

Exhibit: 001

To the Attention of: Diana Tarzia,
Nikole Haltiwanger, Rogers Townsend & Thomas, PC &
The Representative of PrimeLending, A PlainsCapital Company
220 Executive Center Drive, Suite 109
Columbia, SC 29202
United States Republic, North America

Please mail or deliver to the Borrower, Ronnell Demar Walker, the following pertinent Evidence: Produce the **Originals or Certified and Verified Official Copies** of the **Original Loan - Related Documents** (including all related papers, electronic communications and E-Mails, etc.) as stipulated by Law. All of these Loan-related instruments adversely affect the associated '**Case**' Number 15-CP-08-00965. Diana Tarzia doing business as PrimeLending, A PlainsCapital Company by and through its Representatives or Assigns are '**Requested**' to schedule a timely and transparent **Meeting** establishing an opportunity for me, my **Consul**, and /or my **CPA** to make a thorough **Physical Inspection** of the **Loan - related Documents**, and all other related instruments, so as to enable the Borrower and his or her Consul, or CPA to physically Examine; to Verify; to Confirm; and to Witness the same instruments; and to Rebut any mistakes or misrepresentations; to compare our records, facts and information; and to correct the same for the Public Record.

This Writ is a Lawful Demand and Request, and is hereby issued under the '**Rules of Discovery**' and forwarded to Diana Tarzia doing business as PrimeLending, A PlainsCapital Company and to its Representatives and / or its Assigns, according to Law and the '**Disclosure Rules**'. This **Request** is to give **Legal Notice** to the Representatives and Assigns of Diana Tarzia doing business as PrimeLending, A PlainsCapital Company, its Agency Personnel, and its Contractors; and to inform them to proceed and to do those things necessary to set and arrange for a timely '**Resolution Meeting**' to close, to solve, to unravel, and to settle these matters. The alleged borrower will have affirming witnesses present. The requested Resolution Meeting shall be to set and concluded to effectuate the above - stated **Physical Examinations and Witnessing** of the Requested **Documents**; and the delivery and presentment of the same shall be orderly arranged, satisfied and concluded within Twenty (20) Days of the Receipt of this '**Notice of Discovery and Disclosure**'.

Diana Tarzia doing business as PrimeLending A PlainsCapital Company and its profiting Representatives or Assigns are also Requested, '**For The Record**' to produce the following **Records, Information and Documents** as initially noted and related to the alleged **Loan** in this alleged claim, bearing the Account Number 2196000680; and the related Case Number 15-CP-08-00965, which are in controversy. The requested '**Discovery and Disclosure**' is to include all inter-dependent, inter-related documents, and all associated Instruments attached thereto; covering all the associated Files and Notes and Instruments constructed from the initiation of the alleged Loan up and unto the present day; and reflecting all related and accumulated documents, notes, and data:

1. Diana Tarzia doing business as PrimeLending A PlainsCapital Company, through its Representatives or Assigns, is hereby '**Requested**' to Disclose and to produce the '**Original Promissory Note**' being lawful, legible and verifiable proof of evidence (*exposing the front and the back*) and marked with the Account Number, 2196000680, with the clear signatures of the Lender(s)

and all the evidence associated with the **Original Loan**, indicating the exchange of **Substance** or **Specie** alleged to have been issued from Diana Tarzia doing business as PrimeLending, A PlainsCapital Company and given to the Borrower (Ronnell Demar Walker.)

2. Diana Tarzia doing business as PrimeLending A PlainsCapital Company, through its Representatives or Assigns, is hereby **'Requested'** to produce any and all **'Allonge'** or **'Riders'**; any **'Bills of Exchange'**; and any other **'Promissory Note(s)'** (*exposing the front(s) and the back(s)*) complete with any **'Affixations'** or **'Allocations'** attached to, or associated with, the Borrower's **'Original Promissory Note'** and used for **'Endorsements'**.

3. Diana Tarzia doing business as PrimeLending, A PlainsCapital Company, through its Representatives or Assigns, is hereby **'Requested'** to produce and disclose all **Bookkeeping Journal Entries** associated with the alleged **Loan** given to the Borrower (Ronnell Demar Walker). Include all the complete names, the addresses, the locations, and the business contacts of all the acting Trustee(s), Feoffers and / or the affirmed Surety Holders.

4. Diana Tarzia doing business as PrimeLending, A PlainsCapital Company, through its Representatives or Assigns, is hereby **'Requested'** to produce, disclose and reveal the **'Deed of Trust'** associated with the **Original Loan** and to reveal and disclose all other Notes related in any other way to the Borrower (Ronnell Demar Walker).

5. Diana Tarzia doing business as PrimeLending, A PlainsCapital Company, through its Representatives or Assigns, is hereby **'Requested'** to produce Evidence of the **'Insurance Policy'** that was constructed, associated with, or put in place on, or against, the Borrower's **'Promissory Note'** and associated with the **Loan** bearing the Account Number 2196000680

6. Diana Tarzia doing business as PrimeLending A PlainsCapital Company, through its Representatives or Assigns, is hereby **'Requested'** to produce all **'Call Reports'** and any other related **'Notes'** or instruments made or constructed for the entire period covering the **Loan**.

7. Diana Tarzia doing business as PrimeLending, A PlainsCapital Company, through its Representatives or Assigns, is hereby **'Requested'** to produce the documented evidence of the original **'Deposit Slip'** issued for the **Deposit** of the Borrower's **'Promissory Note'** and associated with the **Loan**.

8. Diana Tarzia doing business as PrimeLending A PlainsCapital Company, through its Representatives or Assigns, is hereby **'Requested'** to produce the **'Original Order'** authorizing the withdrawal of **Funds** from the Borrower's **'Promissory Note'** Deposit Account.

9. Diana Tarzia doing business as PrimeLending A PlainsCapital Company, through its Representatives or Assigns is hereby **'Requested'** to produce the **'Account Number'** and the Source from which the money came to **'Fund'** the original **'Check'** given to the **'Borrower'**.

10. Diana Tarzia doing business as PrimeLending A PlainsCapital Company through its Representatives or Assigns is hereby **'Requested'** to produce **'Verification'** evidence, and proof that the Borrower's **'Promissory Note'** was a **'Gift'** to the **'Lender'** from the **Borrower**; and that the same was disclosed to the Borrower (Ronnell Demar Walker)

11. Diana Tarzia doing business as PrimeLending A PlainsCapital Company through its Representatives or Assigns is hereby **'Requested'** to produce the full and complete **'Name(s)'** and the **'Address(s)'** of the current **'Holder(s)'** of the Borrower's **'Promissory Note'** associated with the alleged **Loan**.

12. Diana Tarzia doing business as PrimeLending A PlainsCapital Company through its Representatives or Assigns is hereby **'Requested'** to produce and disclose the full and complete **'Name(s)'** and the **'Address(s)'** of the **'Lender's CPA'** and **'Auditor'**; or any other Holder or Record - Keeper for the entire period covering the **Execution** of the **Mortgage** or **Loan**.

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

I (Ronnell Demar Walker) am prepared to meet with Diana Tarzia doing business as PrimeLending A PlainsCapital Company Representative(s), or its Assigns forthwith; and will have diligently attentive **Consul / Council** and affirmed **Witnesses** present, **for the Public Record**.

Diana Tarzia doing business as PrimeLending A PlainsCapital Company and its Representative(s) or its Assigns have claimed to be a **'Secured Party-of-Interest'** in the alleged **'Loan'** and thus, are parties to the

the associated Case Number 15-CP-08-00965 Therefore the requisite, obligatory, documented and preserved pre-existing Records and Manifests are required by Law to have been confirmed and placed into 'Evidence' by identifiable and confirmable delegated Representatives and profiteers acting for Diana Tarzia doing business as PrimeLending A PlainsCapital Company . Law and 'due process' required the requested, pre-existing evidence to be presented, examined and confirmed as true and correct in order for the claimants to lawfully initiate any court 'Actions' in this Case and controversy. Proof and Disclosure of all the Exhibits of that Oath - affirmed 'Evidence' and filing is also hereby formally 'Requested'.

Any failure or avoidance on the part of the Representatives / Assigns / Claimants to effectuate the forwarding of complete answers to this Request, and a failure of the Representatives or Assigns to 'Respond' to this lawful 'Writ in the Nature of Request, Discovery and Disclosure'; and the failure of any of them to responsibly and to fully answer all 12 of the clearly - specified, Loan - related Requests herein listed, will be considered an affirmation of fact and evidence that Diana Tarzia doing business as PrimeLending A PlainsCapital Company and its Representative(s) or Assigns have no valid claim; have no lawful 'Interests' in the Estate or property; and that the claimants have no lawful debt 'Claims' or 'Title(s) of Ownership' in the alleged property, estate, or Loan matter at hand; nor do the claimants have standing in the said controversy.

Diana Tarzia doing business as PrimeLending A PlainsCapital Company or its Representatives or Assigns are required to answer this Writ / Request, Discovery and Disclosure completely and to be thoroughly specific in answering the lawful questions and issues presented and arising in this controversy.

The Representatives, Trustees, Feoffers, or Assigns are to materially and expediently return this same Request, Discovery and Disclosure (*as presented*) and with all twelve (12) points or issues fully answered within the **allotted twenty (20) days of Receipt** of the same. Any untoward or deceptive acts; misrepresentations; diversions; deceitful redirections; or any incomplete or non-answered Response to the questions presented to the Representatives, Holders or Trustees, etc., will be considered an affirmation of secrete, disguise, and disingenuous intent. Any avoidance of truth shall be considered an 'Inducement to Fraud'; and the said 'Failure of Response' on the part of the Representatives, Trustees, Feoffers, or Assigns, neglecting their responsibilities to answer every one (*and all of the specific twelve (12) above - noted Loan - issues*) shall constitute a violation of Trust, a breach Trust, and a tacit acquiescence, established for the record by non-compliance. The same dispensations shall be published for the Public Record.

Any willful 'Non-Disclosure' and Default; in this matter shall be deemed a Dishonor; and thereby voiding all positions of trust. Any Allegations or Claims of Ownership or interest made by Diana Tarzia doing business as PrimeLending A PlainsCapital Company or by its Representatives, trustees, Feoffers, Agents, Contractors, or Assigns, shall be held as Null and Void. The Affiant reserves all Rights of Claim; and the Affiant's Affidavit of Request and Discovery and Disclosure shall stand as Law.

This Legal Notice to Principal is a Legal Notice to Agent; and this Legal Notice to Agent is a Legal Notice to Principal.

Sincerely Yours,

I Am: Ramell Demae Bey
Name: Natural Person, In Propria Persona, Sui Juris, Sui Heredes,
Authorized Representative; All Rights Reserved.

Witness: Leon Deon Bey
Name: Natural Person, In Propria Persona, Sui Juris, Sui Heredes,
Authorized Representative; All Rights Reserved.

Witness: Leon Deon Bey
Name: Natural Person, In Propria Persona, Sui Juris, Sui Heredes,
Authorized Representative; All Rights Reserved.

Seal

State of South Carolina
County of Dorchester
I certify this to be a complete, exact, and true copy of
the original document
this 20th day of JAN 2016
SHARON L. MULDER, Notary Public
My Commission Expires March 9, 2021

SENDER: COMPLETE THIS SECTION

- ☒ Complete items 1, 2, and 3
- ☒ Print your name and address on the reverse so that we can return the card to you.
- ☒ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Rogers Townsend & Thomas PC
 Attn: Nikole Haltiwanger
 220 Executive Center Dr Ste 109
 Columbia, SC 29210

9590 9401 0035 5168 9702 90

2. Article Number (Transfer from service label)

9414 7102 0032 3902 0033

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature


☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt

UNITED STATES POSTAL SERVICE

SC 29210

04 FEB 15

PM 21

 First-Class Mail
 Postage & Fees Paid
 USPS
 Permit No. G-10

• Sender: Please print your name, address, and ZIP+4® in this box •

Ronnell Bey
 412 Eastover ~~Circle~~ Circle
 Summerville, SC 29483

USPS TRACKING#



9590 9401 0035 5168 9702 90



Moorish Americans
Aboriginal Natural Peoples of the Land – North America / Northwest Amexem

Affidavit of Fact
Notice of Default

Date 03-08-2016

From: Ronnell Demar Bey
Ex Rel. Ronnell Demar Walker
Phone Number: 843-509-0077
C/o 412 Eastover Circle
Summerville
Via South Carolina
Via United States Republic, North America
Non-Domestic, Non-Resident
Zip 29483

Account Number: 2196000680
Case Number: 15-CP-08-00965

Mailing Date: 03-09-2016

Exhibit: ~~2~~
7

To the Attention of: Diana Tarzia,
Nikole Haltiwanger, Rogers Townsend & Thomas, PC &
The Representative of PrimeLending, A PlainsCapital Company
220 Executive Center Drive, Suite 109
Columbia, SC 29202
United States Republic, North America

United States Republic Postmaster Article No: 9414710200828902003343

RE: "Writ of Discovery and Disclosure" dated 2-01-2016

You were advised that certain documentation was requested to make a physical inspection and enable the Borrower to verify and Witness the same in order to prepare a defense. You were advised to provide the requested information in order that I may study all evidence regarding this matter within **twenty (20) days** of the receipt of the **Writ of Discovery and Disclosure**.

Per the United States Republic Postmaster the request was received by Rogers Townsend & Thomas PC who are the representing Attorney for Diana Tarzia doing business as PrimeLending a PlainsCapital Company on **02-04-2016**. **Deadline for receipt of documentation was 02-24-2016**.

As this request has not been Honored – this notice of default is being submitted and all claims, petitions, suits, filings with any third party corporations regarding my credit history be dismissed and expunged.

All officers of the Court are required to take an oath of office to uphold the Constitution of the United States.

Denial of Discovery is in direct violation of my Constitutionally Secured Rights to "**Due Process of Law**" which is a direct violation of your oath of office.

The 5th Amendments require that all persons within the United States must be given due process of the law and equal protection of the law.

"Due process of law implies the right of the person affected thereby to be present before the tribunal which pronounces judgment upon the question of life liberty, or property, in its most comprehensive sense; to be heard, by testimony or otherwise, and to have the right of controverting, by proof, every material fact which bears on the question of right in the matter involved."

"If any question of fact or liability be conclusively presumed against him, this is not due process of law, Zeigler v. Railroad Co., 58 Ala. 599."

I, **Ronnell Demar Bey** do not, under any condition or circumstance, by threat, duress, or coercion, waive any rights Inalienable or Secured by the Constitution or Treaty, and, hereby requests all officers of the Court to fulfill their obligation to preserve the rights of this Petitioner (A Moorish American) and carry out their Judicial Duty in 'Good Faith'.

All UNCONSTITUTIONAL Citations – Summons – Suit / (misrepresented) Bill of Exchange: **Docket Number #15-CP-08-00965**, and any other 'Order' or 'Action' associated with it / them, to be dismissed and expunged for the record on it's face and merits.

Thank You,


A Free and Sovereign Moorish American National, In Propria Personal, Sui Juris
Ex-Relational: Ronnell Demar Walker
All Rights Reserved: U.C.C. 1-207/ 1-308; U.C.C. 1-103

Exhibit 1: Copy of the Writ of Discovery and Disclosure

Exhibit 2: Copy of United States Republic Postmaster Return Receipt to Rogers Townsend & Thomas PC
representing Attorney for Diana Tarzia doing business as PrimeLending a PlainsCapital Company

All and any refutations of the above must contain a responsible human's signature, be clear in its subject matter specific to each rebutted

statement and postmarked as having been mailed to the undersigned within 15 days of the postmarked date of this AFFIDAVIT.

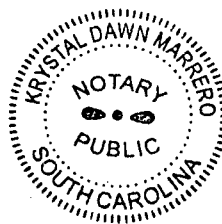
March 08 / 2016

Scribed and affirmed before me, Krystal Dawn Manverro, Notary Public,

On 08 day of March 2016 having proven to me on the basis of satisfactory evidence to be the person who appeared me.

Commission Expiration: 05 / 01 / 2016





SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature ☒ Agent X <i>[Signature]</i> ☐ Address	
1. Article Addressed to: Rogers Townsend + Thomas Attn: Nikole Halthwanger 220 Executive Center Drive Suite 109 Columbia, SC 29210		B. Received by (Printed Name) <i>Pengelland</i> C. Date of Delivery <i>3-14-11</i>	
2. Article Number (Transfer from service label) 9590 9403 0113 5077 0386 66		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, April 2015 PSN 7530-02-000-9053		Domestic Return Receipt	

UNITED STATES POSTAL SERVICE		FIRST CLASS MAIL	
SC 290 15 MAR '15 PM 5:11		Postage & Fees Paid USPS Permit No. G-10	
• Sender: Please print your name, address, and ZIP+4® in this box• Ronnell Bey 412 Eastover Circle Summerville, SC 29483			
USPS TRACKING# 9590 9403 0113 5077 0386 66			

Affidavit of Fact
Follow up to Discovery and Disclosure

From: Ronnell Demar Bey
Ex Rel. Ronnell Demar Walker
Phone Number: 843-509-0077
C/o 412 Eastover Circle
Summerville
Via South Carolina
Via United States Republic, North America
Non-Domestic, Non-Resident
Zip 29483

Account Number: 2196000680
Case Number: 15-CP-08-00965

Mailing Date: 04-018-2016

Exhibit: 02
2

To The Attention of: Nichole Haltiwanger/John J Hearn
Roger Townsend & Thomas PC Representatives of
PrimeLending , A PlainsCapital Company

CASE NUMBER: 15-CP-00965

You were advised that certain documentation was requested to make a physical inspection and enable the Borrower to verify and Witness the same in order to prepare a defense. You were advised to provide the requested information in order that I may study all evidence regarding this matter within twenty (20) days of the receipt of the Writ in Nature of Request Discovery and Disclosure.

Per the United States Republic Postmaster the request was received by Rogers Townsend & Thomas PC who are the representing Attorney for Diana Tarzia doing business as PrimeLending a PlainsCapital Company on 02-7-2015. Deadline for receipt of documentation was 7-24-2016.

As this request has not been honored I Ronnell Demar Bey (ex rel: Ronnell Demar Walker) am allotting you an additional 10(ten) days upon receipt of this follow up to provide the requested documentation in this matter before I am forced to take further action with the courts.

Exhibit 1: Copy of Writ In The Nature of Discovery

Exhibit 2: Copy of United States Republic Postmaster Return Receipt to Rogers Townsend & Thomas PC representing Attorney for Diana Tarzia doing business as PrimeLending a PlainsCapital Company

Sincerely Yours,

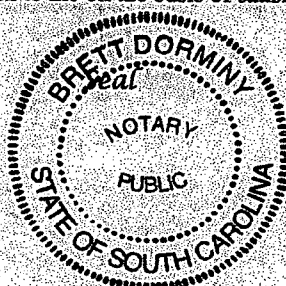
I Am: Ronnell Demar Bey
Name: Natural Person, In Propria Persona, Sui Juris, Sui Heredes,
Authorized Representative; All Rights Reserved.
Witness: Ronnell Demar Bey
Name: Natural Person, In Propria Persona, Sui Juris, Sui Heredes,
Authorized Representative; All Rights Reserved.
Witness: Ronnell Demar Bey
Name: Natural Person, In Propria Persona, Sui Juris, Sui Heredes,
Authorized Representative; All Rights Reserved.

Scribed and affirmed before me, Brett Dorminy, Notary Public,

On 18th day of April 2016 having proven to me on the basis of satisfactory evidence to be the person who appeared before me.

Commission Expiration: 07/01/2024

Signature: [Signature]



STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF BERKELEY)

CASE NO. 2015-CP-08-00965

PrimeLending, A PlainsCompany,)

CERTIFICATE OF SERVICE

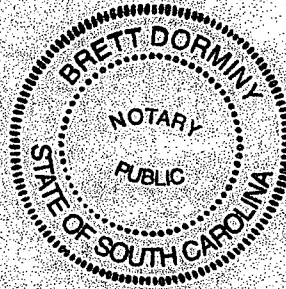
Plaintiff,)

Exhibit:0034

vs)

Ronnell Demar Walker a/k/a Ronnell D. Walker; South Pointe Homeowners Association;)

Defendants.)



From: Ronnell Demar Bey

Ex Rel. Ronnell Demar Walker

Phone Number:843-509-0077

C/o 412 Eastover Circle

Summerville

Via South Carolina

Via United States Republic, North America

Non-Domestic, Non-Resident

Zip 29483

Brett Dorminy, notary
of South Carolina, Dorchester

County have witnessed the

above signature on 4-18-16

My commission expires 7-1-2024

I, Ronnell Demar Bey, (ex rel: Ronnell Demar Walker) do hereby certify that I have this date served via U.S. Mail, with sufficient postage prepaid, a true and correct copy of the Writ Follow up to Discovery and Disclosure to the following in this matter.

John J Hearn/ Nichole Harltiwanger
Rogers Townsend & Thomas, PC
220 Executive Center Drive, Suite 109
Columbia, SC 29202
Attorney for Plaintiff

Sincerely Yours,

I Am:

Ronnell Demar Bey
Name: Natural Person, In Propria Persona, Sui Juris, Sui Heredes,
Authorized Representative; All Rights Reserved.

Witness:

John J Hearn
Name: Natural Person, In Propria Persona, Sui Juris, Sui Heredes,
Authorized Representative; All Rights Reserved.

Witness:

Ronnell Demar Bey
Name: Natural Person, In Propria Persona, Sui Juris, Sui Heredes,
Authorized Representative; All Rights Reserved.

Mail Receipt:

THIS IS NOT A SHIPPING LABEL PLEASE SAVE FOR YOUR RECORDS

TRANSACTION DATE:
Tues 19 Apr 2016

EXPECTED DELIVERY DATE:
N/A

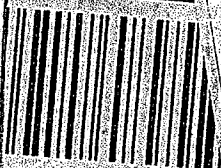
MAIL FROM:
RONNELL DEMAR BEY
412 EASTOVER CIR
Summerville SC 29483
(843) 552-8524

MAIL TO:
JOHN J HEARN/NICOLE HARTWAGER
220 EXECUTIVE DRIVE
STE 109
Columbia SC 29202
Residential

MAIL INFORMATION:
USPS First Class Mail
0 lbs 2.0 oz total weight
0 lbs 2.0 oz each piece
15.00x12.00x0.75
1 piece
Certified Mail

TRACKING & REFERENCE
Shipment ID: MMU4G8J95DAK8
Order/Item #
Ref #
Cert Mail # 70150640000764663506

CERTIFIED MAIL



0 0007 6466

MAILED THROUGH:
The UPS Store #5851
NORTH CHARLESTON, SC 29420-7307
(843) 552-8524

DESCRIPTION

POSTAGE CHARGES	7.42
First Class Mail	x 1
Pieces	\$7.42
Total	

COMPLETE ONLINE TRACKING: Enter this address in your web browser to track your shipment: <http://theupsstore.com/track> (select tracking, enter shipment ID #)
QUESTIONS? Contact SHIPPED THROUGH above

New Home
990 Cowhe
North Chas

Certified

Shipment ID: MMU4G8J95DAK8



The UPS Store

Powered by iShip(r.)
04/19/2016 06:45 AM Pacific Time M

Delivered: 4-21-16 @ 10:37am



SEE NOTICE ON REVERSE regarding UPS Terms, and notice of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control and customs purposes. If exported from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration Regulations. Deviation contrary to law is prohibited.

STATE OF SOUTH CAROLINA

COUNTY OF BERKLEY BERKELEY

IN THE COURT OF COMMON PLEAS
9th JUDICIAL CIRCUIT

CASE NO.: 15 -CP-08 - 00965

PRIMEFENDING A PLAZACAPITAL COMPANY
Plaintiff,

vs.

RONNELL DERRICK BEEJ PERNELL
Defendant.

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney: <u>MR. JOHN J. HEARN</u> , Bar No. <u>66635</u> Address: <u>220 EXECUTIVE DRIVE</u> <u>COLUMBIA SC</u> Phone: _____ Fax: _____ E-mail: _____ Other: _____	Defendant's Attorney: <u>N/A</u> , Bar No. _____ Address: _____ Phone: _____ Fax: _____ E-mail: _____ Other: _____										
☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)											
SECTION I: Hearing Information											
Nature of Motion: <u>COMPEL DISCOVERY</u> Estimated Time Needed: _____ Court Reporter Needed: ☒ YES / ☐ NO											
SECTION II: Motion/Order Type											
☒ Written motion attached ☒ Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.											
<u>Ronnell Derrick Beej</u> <u>5-16</u> Signature of Attorney for ☐ Plaintiff / ☒ Defendant Date submitted <u>5-16</u> , 20 <u>16</u>											
SECTION III: Motion Fee											
☐ PAID - AMOUNT: \$ <u>25.00</u> ☐ EXEMPT: (check reason) <table style="width: 100%; border: none;"> <tr> <td>☐ Rule to Show Cause in Child or Spousal Support</td> <td>☐ State Agency v. Indigent Party</td> </tr> <tr> <td>☐ Domestic Abuse or Abuse and Neglect</td> <td>☐ Post-Conviction Relief</td> </tr> <tr> <td>☐ Indigent Status</td> <td>☐ Motion for Stay in Bankruptcy</td> </tr> <tr> <td>☐ Sexually Violent Predator Act</td> <td>☐ Motion for Execution (Rule 69, SCRPC)</td> </tr> <tr> <td>☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions</td> <td></td> </tr> </table> Name of Court Reporter: _____ ☒ Other: <u>COMPEL DISCOVERY ORDER RULE 37 & FR</u>		☐ Rule to Show Cause in Child or Spousal Support	☐ State Agency v. Indigent Party	☐ Domestic Abuse or Abuse and Neglect	☐ Post-Conviction Relief	☐ Indigent Status	☐ Motion for Stay in Bankruptcy	☐ Sexually Violent Predator Act	☐ Motion for Execution (Rule 69, SCRPC)	☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions	
☐ Rule to Show Cause in Child or Spousal Support	☐ State Agency v. Indigent Party										
☐ Domestic Abuse or Abuse and Neglect	☐ Post-Conviction Relief										
☐ Indigent Status	☐ Motion for Stay in Bankruptcy										
☐ Sexually Violent Predator Act	☐ Motion for Execution (Rule 69, SCRPC)										
☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions											
JUDGE'S SECTION ☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____	JUDGE CODE _____ Date: _____, 20____										
CLERK'S VERIFICATION											
Collected by: <u>TSM</u> Date Filed: _____, 20____											
☐ MOTION FEE COLLECTED: \$ <u>25.00</u> ☐ CONTESTED - AMOUNT DUE: \$ _____											

IN THE SUPERIOR COURT OF THE STATE OF <YOUR STATE>
IN AND FOR THE COUNTY OF <YOUR COUNTY>

Primelending A PlainsCapital Company)

Plaintiff)

Case No.15-CP-08-00965

Vs.)

)

**REQUEST FOR PRODUCTION
OF DOCUMENTS**

Ronnell Demar Bey ex relation:Ronnell Demar Walker)

Defendant(s))

From: Ronnell Demar Bey

Ex Rel. Ronnell Demar Walker

Phone Number:843-509-0077

C/o 412 Eastover Circle

Summerville

Via South Carolina

Via United States Republic, North America

Non-Domestic, Non-Resident

Zip 29483

MOTION TO COMPEL DISCOVERY

COMES Now Defendant, Ronnell Demar Bey in my own proper person EX REL: Ronnell Demar Walker, and files this MOTION TO COMPEL DISCOVERY, and requests the Court to grant such Motion based on facts stated below:

1. Defendant served Discovery Requests by certified U.S. Mail to Plaintiff's attorney, February 1st 2016. A copy of the original Discovery and Disclosure Affidavit including certified mail receipt is attached hereto as Exhibit "1"

2. Defendant served a Follow up Affidavit accompanied with a Certificate of Service by certified U.S. Mail to Plaintiff's attorney Rogers Townsend & Thomas, on April 18th 2016 allotting an additional 10(ten) days requesting Discovery answers and documents,. A copy of the postal service receipt and ups tracking information confirming delivery is attached as Exhibit "4"

Respectively, I Ronnell Demar Bey have attached a copy of the original Discovery and Disclosure Affidavit With portions highlighted that I have yet to receive any specific answers as requested or any documentation correctly presented as requested, therefore ORIGINAL DISCOVERY HAS NOT BEEN SATISFIED.

:

Because I Ronnell Demar Bey have not received this Documentation/Instrument(s) I am not able to PREPARE A PROPER DEFENSE. Therefore it is imperative that I receive all records of the title company bookkeeping journal entries associated with the alleged loan including all the complete names, the addresses, the locations and the business contacts of all acting trustee(s)

The court, in which the action is pending on motion, may make such orders in regard to the failure as are just, and among others it may take any action authorized

CONCLUSION:

Defendant has made good faith efforts to remind the Plaintiff of their responsibilities to answer Discovery, and as of this date, no correct documents are forth coming nor have the communicated any request for extention. Plaintiff's lawsuit and Motion for Summary Judgement is based on documents and facts that they allegedly possess. Defendant has repeatedly requested these documents and proofs of facts, but has been denied.

Respectfully submitted this 16th day of May, 2016.

Sincerely Yours,

I Am: Ronald Demar Bell
Name: Natural Person, In Propria Persona, Sui Juris, Sui Heredes,
Authorized Representative; All Rights Reserved

Witness: Emmanuel Bell
Name: Natural Person, In Propria Persona, Sui Juris, Sui Heredes,
Authorized Representative; All Rights Reserved

Witness: Levi Dean Bell
Name: Natural Person, In Propria Persona, Sui Juris, Sui Heredes,
Authorized Representative; All Rights Reserved

Scribed and affirmed before me, SHARON L. MULDEW, Notary Public,

On 16th day of May 2016 having proven to me on the basis of satisfactory evidence to be the person who appeared before me.

Commission Expiration: 03 / 09 / 2021

Seal

Signature Sharon L Muldeu

ROGERS TOWNSEND & THOMAS, PC
POST OFFICE BOX 100200(29202)
1221 MAIN STREET, 14TH FLOOR
COLUMBIA, SOUTH CAROLINA 29201
P 803.771-7900 F 803.343-7017
W RTT-LAW.COM

Erica G. Lybrand
Erica.Lybrand@RTT-LAW.COM
P 803.744-5289
LICENSED IN SOUTH CAROLINA

Exhibit #5



ROGERS TOWNSEND
ATTORNEYS AT LAW

June 17, 2016

Ronnell Demar Walker
412 Eastover Circle
Summerville, SC 29483

RE: *PrimeLending, A PlainsCapital Company v. Ronnell Demar Walker a/k/a
Ronnell D. Walker; South Pointe Homeowners Association*
C/A # 2015-CP-08-00965
RTT File # 506951.00925

Dear Mr. Walker:

Please find enclosed Plaintiff's Reply to Defendant Ronnell Walker's Request for Production of Documents, which is hereby served upon you.

Sincerely,

Regina W. Dunlap
Paralegal to Erica G. Lybrand

Enclosures

cc:

The Honorable Dale Van Slambrook
Master in Equity for Berkeley County
Post Office Box 1163
Moncks Corner, SC 29461

CERTIFICATE OF SERVICE BY MAIL
Case # 2015-CP-08-00965

I, Regina W. Dunlap, the undersigned employee, for the law firm of Rogers Townsend & Thomas, PC, do hereby certify that I have served a copy of the foregoing document upon counsel of record by U.S. Mail, postage prepaid, on June 17, 2016, at the following address:

Document Served:

Plaintiff's Response to Defendant's Request for Production of Documents

Counsel Served:

Ronnell D. Walker
412 Eastover Circle
Summerville, SC 29483


Regina W. Dunlap
Paralegal for Erica G. Lybrand

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

PrimeLending, A PlainsCapital Company,

Plaintiff,

v.

Ronnell Demar Walker a/k/a Ronnell D.
Walker, South Pointe Homeowners
Association;

Defendants.

IN THE COURT OF COMMON PLEAS

DOCKET NO.: 2015-CP-08-00965

**PLAINTIFF'S REPLY TO DEFENDANT
RONNELL WALKER'S REQUEST FOR
PRODUCTION OF DOCUMENTS**

(506951.00925 EL1)

Pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, Plaintiff currently identified as PrimeLending, A PlainsCapital Company, by and through its undersigned counsel, submits the following Response to the Request for Production of Documents of Defendant Ronnell D. Walker.

GENERAL OBJECTIONS

1. Plaintiff objects to the Production Requests to the extent they call for Responses that would disclose privileged information including information protected by the attorney-client privilege, attorney work product doctrine, confidential business information or trade secret privileges or any other applicable privileges.

2. Plaintiff objects to the Production Requests to the extent they request information, documents, things, facts, opinions or any other matter prepared in anticipation of litigation or for trial including such trial preparation materials relating to expert witnesses, which is outside the *scope of discovery permitted by Rule 26(b), SCRPC*.

3. Plaintiff objects to the Production Requests to the extent they seek to require Responses, information, identification of documents or persons or things, or to impose any obligations beyond what is permitted by the applicable South Carolina Rules of Civil Procedure.

4. Plaintiff reserves the right to supplement its Responses to the Production Requests as additional information or documents become known.

Subject to the above General Objections, Plaintiff answers the Defendants' Requests for Production as follows:

REQUESTS FOR PRODUCTION

1. In response to Item No. 1 to disclose and to produce the **"Original Promissory Note"**, a copy of the original note and an opportunity to review the original has been previously provided.

2. In response to Item No. 2, to disclose and to produce the **"Bookkeeping Journal Entries"**, Plaintiff objects to this Request on the grounds that it is vague and ambiguous, overly broad, not reasonably limited in time, scope and/or subject matter and to the extent it seeks information that is immaterial, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiff also objects to this Request to the extent that it seeks information that is private, proprietary and/or confidential.

3. In response to Item No. 3, to disclose and to produce the **"Deed of Trust"**, a copy of the original mortgage has been previously provided.

4. In response to Item No. 4, to disclose and to produce the **"Insurance Policy"**. Plaintiff objects to this Request on the grounds that it is vague and ambiguous, overly broad, not reasonably limited in time, scope and/or subject matter and to the extent it seeks information that is immaterial, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiff also objects to this Request to the extent that it seeks information that is private, proprietary and/or confidential. Subject to these objections, please see the copy of the origination file has been previously provided for documents that may be responsive to this request.

5. In response to Item No. 5, to disclose and to produce the **"Call Reports"**, Plaintiff objects to this Request on the grounds that it is vague and ambiguous, overly broad, not reasonably limited in time, scope and/or subject matter and to the extent it seeks information that is privileged, immaterial, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiff also objects to this Request to the extent that it seeks information that is private, proprietary and/or confidential. Subject to these objections, a copy of the communication log has been requested from the Plaintiff's servicing agent and will be provided upon receipt.

6. In response to Item No. 6 to disclose and to produce the **"Deposit Slip"**, Plaintiff objects to this Request on the grounds that it is vague and ambiguous, overly broad, not reasonably limited in time, scope and/or subject matter and to the extent it seeks information that

is immaterial, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiff also objects to this Request to the extent that it seeks information that is private, proprietary and/or confidential.

7. In response to Item No. 7 to disclose and to produce the **“Original Order authorizing withdrawal of Funds”**, Plaintiff objects to this Request on the grounds that it is vague and ambiguous, overly broad, not reasonably limited in time, scope and/or subject matter and to the extent it seeks information that is immaterial, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiff also objects to this Request to the extent that it seeks information that is private, proprietary and/or confidential. Subject to these objections, please see the documents previously provided for information which may be responsive to this request.

8. In response to Item No. 8 to disclose and to produce the **“Account Number and Source”**. Plaintiff objects to this Request on the grounds that it is vague and ambiguous, overly broad, not reasonably limited in time, scope and/or subject matter and to the extent it seeks information that is immaterial, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiff also objects to this Request to the extent that it seeks information that is private, proprietary and/or confidential. Subject to these objections, please see the documents previously provided for information which may be responsive to this request.

9. In response to Item No. 9 to disclose and to produce the **“...evidence and proof that the Promissory Note was a Gift...”** Plaintiff objects to this Request on the grounds that it is vague and ambiguous, overly broad, not reasonably limited in time, scope and/or subject matter and to the extent it seeks information that is immaterial, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiff also objects to this Request to the extent that it seeks information that is private, proprietary and/or confidential.

10. In response to Item No. 10 to disclose and to produce the **“...Name and Address of the current Holder of the promissory Note...”** The current holder of the Promissory Note is the Plaintiff, 425 Phillips Blvd. Ewing, NJ 08618; Rogers Townsend & Thomas is Bailee of the Note. Please see attached Bailee Letter.

11. In response to Item No. 10 to disclose and to produce the **“...Name and Address of the Lender’s CPA and Auditor...”**, Plaintiff objects to this Request on the grounds that it is vague and ambiguous, overly broad, not reasonably limited in time, scope and/or subject matter

and to the extent it seeks information that is immaterial, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence Plaintiff also objects to this Request to the extent that it seeks information that is private, proprietary and/or confidential.

Plaintiff shall supplement the foregoing responses as required by Rule 34, SCRCP.



Erica G. Lybrand (SC Bar #79052)

ROGERS TOWNSEND & THOMAS, PC

1221 Main Street, 14th Floor (29201)

Post Office Box 100200

Columbia, South Carolina 29202-3200

(803)771-7900

erica.lybrand@rtt-law.com

ATTORNEYS FOR PLAINTIFF

Rogers Townsend & Thomas, PC and its staff are debt collectors

June 17, 2016

Bailee Letter

April 8, 2016

Bailee Letter To: **Rogers Townsend & Thomas, PC**

Cenlar FSB Loan Number: 0060564010

Borrower: **WALKER, RONNELL**

Enclosed are the following Original documents: ORIG NOTE

All above collateral is to be held by you as bailee for the benefit of Cenlar FSB, and subject to Cenlar FSB exclusive direction and control.

You are instructed not to deliver any above collateral to any third party without written consent from Cenlar FSB.

By accepting the above collateral, you consent to be the custodian, agent, and bailee for Cenlar FSB on the terms described in this letter. Cenlar FSB requests that you acknowledge receipt of the enclosed documents and this letter by signing and uploading a copy into Document Management. Collateral Documents need to be returned in its entirety as it was received.

**** ALL COLLATERAL DOCUMENTS MUST BE RETURNED AND ADDRESSED TO:**

ATTN: DFCORG/Attorney
Cenlar FSB
425 Phillips Blvd, Ewing, NJ 08618

If you have any questions please contact: Mathieu Davila at (609) 883-3900 ext 3497

Thank you for your prompt response.

CENLAR FSB

AGREED TO AND ACKNOWLEDGED BY:


Chameese Campbell


Name: Ronnell Walker



ROGERS TOWNSEND
ATTORNEYS AT LAW

ROGERS TOWNSEND & THOMAS, PC
POST OFFICE BOX 100200(29202)
1221 MAIN STREET, 14TH FLOOR
COLUMBIA, SOUTH CAROLINA 29201
P 803.771.7900 F 803.343-7017
W RTT-LAW.COM

Erica G. Lybrand
Erica.Lybrand@RTT-LAW.COM
P 803.744-5289
LICENSED IN SOUTH CAROLINA

Karissa Richardson
Paralegal for Erica G. Lybrand
Karissa.Richardson@RTT-LAW.COM
P: 803-744-5323

June 24, 2016

Ronnell Demar Bey
412 Eastover Circle
Summerville, SC 29483

RE: *PrimeLending, A PlainsCapital Company v. Ronnell Demar Walker a/k/a
Ronnell D. Walker; South Pointe Homeowners Association*
C/A # 2015-CP-08-00965
RTT File # 506951.00925

Dear Mr. Bey:

Please find the enclosed servicing notes that I am serving upon you as Supplemental Discovery Responses.

Sincerely,

Karissa Richardson
Paralegal to Erica G. Lybrand

Enclosures

cc:

The Honorable Dale Van Slambrook
Master in Equity for Berkeley County
Post Office Box 1163
Moncks Corner, SC 29461

NOTS 0060564010

CONSOLIDATED NOTES LOG

06/20/16 16:50:03

RD WALKER L:R F:A B: R: DUE 11/01/14 TYPE F.H.A.

ANA Y ARM Y ASM Y BLN Y BNK Y CCN Y COL Y ELC Y FOR Y HAZ Y LMT Y OCP Y

MIP Y PIF Y PMT Y REO Y SER Y TAX Y TSK Y

DATE: MMDDYY PRINT: _

MSR Y

-----* PF8 FOR MORE *-----

COL 030615 NZB VER EMAIL & TEL NO & HO AUTH TO CALL CELL UPDATED

5/19/15 WCS RFD 006/007

SER 061516 AT8

FOR 061016 FS5

FOR 061016 FS5

FOR 061016 FS5

FOR 060616 FS5

FOR 060316 FS5

FOR 060216 FS5

FOR 060216 FS5

FOR 060216 FS5

FOR 060216 FS5

PL_000077

SER 060216 BA3

SER 060216 BA3
FOR 060116 FS5

FOR 060116 FS5

SER 060116 RBC

FOR 060116 FS5

FOR 060116 FS5

FOR 060116 DMF

FOR 053116 FS5

FOR 053116 FS5

FOR 053116 FS5

FOR 053116 FS5

SER 052716 SZJ
FOR 052516 FS5

FOR 052516 FS5
FOR 052416 FS5

FOR 052416 FS5

FOR 052416 FS5

FOR 052416 FS5

FOR 052416 FS5

SER 052416 SAT

FOR 052416 FS5

FOR 052416 FS5

FOR 052416 FS5

FOR 052416 DMF

FOR 052416 DMF

FOR 052416 DMF

FOR 052316 FS5

FOR 052316 FS5

FOR 052316 FS5

FOR 052316 FS5

FOR 052316 WLK

FOR 052316 WLK

FOR 052316 FS5

FOR 052316 FS5

FOR 052316 FS5

FOR 052316 FS5

FOR 052316 FS5

FOR 052316 FS5

FOR 052016 FS5

FOR 052016 FS5

FOR 052016 FS5

FOR 052016 FS5

FOR 052016 FS5

FOR 052016 FS5

COL 052016 FS5

FOR 052016 FS5

FOR 052016 FS5

FOR 052016 FS5

FOR 052016 FS5

FOR 052016 FS5

FOR 052016 FS5

FOR 051916 FS5

FOR 051816 FS5

FOR 051816 FS5

FOR 051816 FS5

FOR 051816 FS5

FOR 051816 FS5

FOR 051816 FS5

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FOR 051816 FS5

FOR 051816 FS5

FOR 051816 FS5

FOR 051816 FS5

FOR 051816 FS5

FOR 051816 FS5

FOR 051816 FS5

FOR 051816 FS5

COL 051716 *** ORIGINAL OWNER CONDITION ON 051616 030000
COL 051616 MEL TEL 3RD # AMD MESSAGE PLAYED
FOR 051616 FS5

COL 051216 GCA COMP OUTBOUND L/M ANS MACHINE

COL 051216 GCA

FOR 050916 FS5

SER 050616 CZB

TSK 050616 CZB

TSK 050616 CZB

SER 050616 JNR

TSK 042916 MT2

SER 042916 MT2

COL 042816 SYF

COL 042816 SYF

FOR 042716 FS5

FOR 042716 KAZ

FOR 042716 KAZ

FOR 042716 KAZ

FOR 042716 FS5

FOR 042716 FS5

COL 042216 SYF

COL 042216 SYF

COL 042216 SYF

COL 042216 SYF

COL 042016 ***

SER 041916 @@@ CPI TELEVOICE ACCESS

CPITV

COL 041416 HFG COMP OUTBOUND REMOVED CELL #

COL 041416 HFG REMOVED NUMBER OF [REDACTED] WRONG NUMBER.

COL 041416 HFG COMP OUTBOUND WRONG NUMBER

COL 041416 HFG OBC UIF PICKED UP TOLD ME THAT NOONE HERE BY THE NAME OF B1 WILL REMOVE NUMBER FROM SYSTEM.

FOR 041316 FS5 [REDACTED]

SER 040816 CRC [REDACTED]

FOR 040816 FS5 [REDACTED]

FOR 040816 FS5 [REDACTED]

FOR 040816 FS5 [REDACTED]

FOR 040816 FS5 [REDACTED]

SER 040716 CRC [REDACTED]

SER 040116 JZG [REDACTED]

COL 040116 MEL TEL 3RD # AMD MESSAGE PLAYED

SER 031816 JZG [REDACTED]

COL 031816 *** OCCUPANT UNKNOWN CONDITION ON 031816 030000

SER 030316 JZG [REDACTED]

COL 030116 MEL TEL 3RD # NO ANSWER

FOR 022916 FS5 [REDACTED]

FOR 022916 MUM [REDACTED]

FOR 022916 MUM

FOR 022916 FS5

FOR 022916 FS5

COL 022616 MMR

SER 022216 DXP

[REDACTED]

[REDACTED]

[REDACTED]

7.757E+11

CEHCK NO

442874

COL 021916 *** OCCUPANT UNKNOWN CONDITION ON 021816 030000

SER 021816 JZG

[REDACTED]

COL 021216 MXP

[REDACTED]

SER 021216 SUS

SER 021216 SUS

[REDACTED]

SER 021216 @@@ CPI TELEVOICE ACCESS

CPITV

FOR 021116 FS5

[REDACTED]

FOR 021116 FS5

FOR 021116 FS5

[REDACTED]

FOR 021116 FS5

[REDACTED]

FOR 021116 FS5

[REDACTED]

FOR 021116 FS5
FOR 021116 FS5

SER 021116 NRS
FOR 021016 FS5

FOR 021016 FS5

FOR 021016 FS5

FOR 021016 FS5

FOR 021016 FS5

COL 020416 MEL TEL 3RD # NO CONNECTION MDE

SER 020216 AWM SUMP PUMP PRESENT

SER 012816 AWM SUMP PUMP PRESENT

SER 012816 AWM SUMP PUMP PRESENT

LMT 011316 LWN

LMT 011316 LWN

COL 011316 JYF

COL 011316 JYF

TSK 011316 JYF

LMT 011316 JYF

SUMPMP

SUMPMP

SUMPMP

LMT 011316 JYF

LMT 011316 JYF

LMT 011316 JYF

LMT 011316 JYF

COL 011216 MSG

COL 011216 MSG

COL 011216 MSG

COL 011216 MSG

COL 011216 MSG

COL 011216 MSG

COL 011216 MSG

COL 011216 MSG

COL 011216 MSG

COL 011216 MSG INCOMING CALL TALKED TO RONNELL WALKER. BITB
INTERVIEW CONDUCTED BY LMMSG REFER TO THE
INTERVIEW NUMBER 1160.10883

LMT 011216 MSG LOSS MITIGATION SOLICITATION CALL MADE LMTCAL
ADV OF DENIAL REASONS/OFFERED ANOTHER PKG/STATED
DOES NOT WANT ANOTHER PKG/

LMT 011216 MSG ADVISED FILE WAS DENIED FOR WORKOUT LMTDNY

COL 011216 MSG DELQ STAT = REASON FOR DELQ = 006

COL 011216 MSG DELQ STAT = REASON FOR DELQ = 006

COL 011216 MSG CURTAILMENT OF INCOM

SER 011216 SUR CALL TRANSFERRED TO COLLECTIONS SERXCO

SER 011216 @@@ CPI TELEVOICE ACCESS CPITV
SER 011216 @@@ CPI TELEVOICE ACCESS CPITV
SER 011116 KSF MOD ADDITION MOADD
EFFECTIVE: 07-01-16 MODIFY CODE: FHAMD
FHA LOAN MOD
LMT 011116 KSF FHA UNDERWRITER DECISION ~(DENIED)
-FORMAL F/B DENIED CNT REPAY 6MNTHS OR LESS
-SPECIAL F/B DENIED BRRWR EMPLYD
-MOD DENIED NOT REDUCED BY GREATER OF 10% & \$100
-HAMP DENIED LESS THAN 4 PAYMENTS MADE
COL 011116 KSF DELQ STAT = AO REASON FOR DELQ =
LMT 011116 KSF DENIAL LETTER SENT DNYLTR
COL 011116 KSF TRIAL MOD WORKSHEET COMPLETED - FHA STANDARD/TRADI
TIONAL MODIFICATION (H) (O)
COL 011116 KSF MOD: PROG FHAS STAT FE STAT DATE 01/11/16 RSN
LMT 011116 KSF LOSS MIT FILE IN UNDERWRITING FOR REVIEW TODAY LMTFIL
PIR1 GOOD CONDITION 10/22/15 OCCUP
UPB \$187,740.05 @ 4.25% TOTAL AMT DUE \$19,791.40
LMT 011116 KSF NEXT PMT DUE 11/01/14 LMTFIL
15 MONTHS DUE
NOTE DATE 06/20/14
LMT 011116 KSF HARDSHIP: VEHICLE EXPENSES. LIVING EXPENSES
INCREASED. FIANCE CONTRIBUTES TOWARDS HOUSEHOLD.
FOR 010816 FS5
FOR 010816 FS5
FOR 010816 FS5

CERTIFICATE OF SERVICE BY MAIL
Case # 2015-CP-08-00965

I, Karissa Richardson, the undersigned employee, for the law firm of Rogers Townsend & Thomas, PC, do hereby certify that I have served a copy of the foregoing document upon counsel of record by U.S. Mail, postage prepaid, on June 24, 2016, at the following address:

Document Served:

PLAINTIFF'S SUPPLEMENTAL DISCOVERY RESPONSES

Counsel Served:

Ronnell Demar Bey
412 Eastover Circle
Summerville, SC 29483



Karissa Richardson
Paralegal for Erica G. Lybrand
Rogers Townsend & Thomas, PC and its staff are debt collectors.



Moorish National Republic Federal Government
Societas Republicae Ea Al Maurikanos
Northwest Amexem / Northwest Africa / North America / "The North Gate"
The True Aboriginal and Indigenous Natural Peoples of the Land

AFFIDAVIT OF FACT

From: Ronnell Demar Bey
Ex Rel. Ronnell Demar Walker
Phone Number: 843-509-0077

Account Number: 2196000680
Case Number: 15-CP-08-00965

C/o 412 Eastover Circle

Date of Discovery and Disclosure: 01-29-2016

Summerville

Via South Carolina

Via United States Republic, North America

Mailing Date: 6-30-2016

Non-Domestic, Non-Resident

[Zip 29483]

Exhibit: ~~1~~

#4

To the Attention of: Diana Tarzia,
Erica G. Lybrand, Rogers Townsend & Thomas, PC &
The Representative of PrimeLending, A PlainsCapital Company
1221 Main Street, 14th Floor
Columbia, SC 29201
United States Republic, North America

PLAINFF'S STATED GENERAL OBJECTIONS;

1. Plaintiff objects to the Production Requests to the extent they call for Responses that would disclose privileged information including information protected by the attorney-client privilege, attorney work product doctrine, confidential business information or trade secret privileges or any applicable privileges.
2. Plaintiff objects to the Production Requests to the extent they request information, documents, things, facts, opinions, or any other matter prepared in anticipation of litigation or for trial including trial preparation materials relating to expert witness, which is outside the scope of discovery permitted by Rule 26 (b), SCRCP.
3. Plaintiff objects to the Production Requests to the extent they seek to require Responses, information, identification, identification of documents or persons or things, or to impose any obligations beyond what is permitted by the applicable South Carolina Rules of Civil Procedure..

Plaintiff's objection to discovery and disclosure, which was a "duplicated" response to every "clearly" asked discovery and disclosure question:

Plaintiff objects to this request on the grounds that it is vague and ambiguous, overly broad, not reasonable limited in time, scope and/or subject matter and to the extent it seeks information that is immaterial, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiff also objects to this Request to the extent that it seeks information that is private, proprietary and/or confidential

**My understanding and Response to Plaintiff's General objections/
Discovery Responses:**

received
10/30/16 DW

I Ronnell Demar Bey (Ex Rel: RONNELL DEMAR WALKER) UNDERSTAND, OVERSTAND and INNERSTAND that I am the sole *BENEFICIARY/SETTLOR* to said TRUST and that I am entitled by law to any and all information private, proprietary and/or confidential that concerns THE ESTATE OF (RONNELL DEMAR WALKER) as Plaintiff is Trustee he/she has certain Obligations and Fiduciary duties that have to be fulfilled/adhered to by law which are as follows:

Pursuant to ARTICLE 7 South Carolina Trust Code; Duties and Powers of Trustee;

1. SECTION 62-7-801. Duty to administer trust.

Upon acceptance of a trusteeship, the *trustee* shall administer the trust in *good faith*, in accordance with its terms and purposes and the interests of the *beneficiaries*, and in accordance with this article.

2. SECTION 62-7-802. Duty of loyalty.

(a) *A trustee shall administer the trust solely in the interests of the beneficiaries.*

3. SECTION 62-7-803. Impartiality.

If a trust has two or more beneficiaries, the *trustee shall act impartially* in investing, managing, and distributing the trust property, *giving due regard to the beneficiaries' respective interests.*

4. SECTION 62-7-804. Prudent administration.

A trustee shall administer the trust as a prudent person would, by considering the purposes, terms, distributional requirements, and other circumstances of the trust. In satisfying this standard, the trustee shall exercise reasonable care, skill, and caution.

5. SECTION 62-7-809. Control and protection of trust property.

A trustee shall take reasonable steps to take control of and protect the trust property.

6. SECTION 62-7-810. Recordkeeping and identification of trust property.

(a) *A trustee shall keep adequate records of the administration of the trust.*

(b) *A trustee shall keep trust property separate from the trustee's own property.*

7. SECTION 62-7-813. Duty to inform and report.

(a) Unless the terms of a trust expressly provide otherwise, while a trust is revocable the trustee's duties under this section are owed exclusively to the settlor.

8. Title 11 U.S. Code section 704(7) Duties of trustee; *unless the court orders otherwise, furnish such information concerning the estate and the estate's administration as is requested by a party in interest.*

SECTION 62-7-902. Definition's ;as Pursuant South Carolina Code of Laws:

(2) "**Beneficiary**" includes, in the case of a decedent's estate, an heir, legatee, and devisee and, in the case of a trust, an income beneficiary and a remainder beneficiary.

(3) "**Fiduciary**" means a personal representative or a trustee. The term includes an executor, administrator, successor personal representative, special administrator, and a person performing substantially the same function.

(9) "**Person**" means any individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, or government, governmental subdivision, agency, or instrumentality; or public corporation, or other legal or commercial entity.

(11) "**Settlor**" means an individual, including a testator, who creates a trust.

(13) "Trustee" includes an original, additional, or successor trustee, whether or not appointed or confirmed by a court.

(22) "Interested person" or "interested party" means any person or party deemed to be a necessary or proper party under Rule 19 of the South Carolina Rules of Civil Procedure.

Further Understanding:

Federal rules of Civil Procedure Rule 26: Duty to Disclose; General Provisions Governing Discovery

(a) REQUIRED DISCLOSURES.

(1) Initial Disclosure.

(A) *In General.* Except as exempted by Rule 26(a)(1)(B) or as otherwise stipulated or ordered by the court, a party must, without awaiting a discovery request, provide to the other parties:

(i) the name and, if known, the address and telephone number of each individual likely to have discoverable information—along with the subjects of that information—that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment;

(ii) a copy—or a description by category and location—of all documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment;

(iii) a computation of each category of damages claimed by the disclosing party—who must also make available for inspection and copying as under Rule 34 the documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered; and

(iv) for inspection and copying as under Rule 34, any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment.

Federal rules of Civil Procedure Rule 8: General Rules of Pleading

(a) CLAIM FOR RELIEF. *A pleading that states a claim for relief must contain: (1) a short and plain statement of the grounds for the court's jurisdiction, unless the court already has jurisdiction and the claim needs no new jurisdictional support;*

(2) a short and plain statement of the claim showing that the pleader is entitled to relief; and

(3) a demand for the relief sought, which may include relief in the alternative or different types of relief.

Federal rules of Civil Procedure :Rule 37. Failure to Make Disclosures or to Cooperate in Discovery; Sanctions

(a) MOTION FOR AN ORDER COMPELLING DISCLOSURE OR DISCOVERY

(1) *In General.* On notice to other parties and all affected persons, a party may move for an order compelling disclosure or discovery. The motion must include a certification that the movant has in good faith conferred or attempted to confer with the person or party failing to make disclosure or discovery in an effort to obtain it without court action.

(A) *To Compel Disclosure.* If a party fails to make a disclosure required by Rule 26(a), any other party may move to compel disclosure and for appropriate sanctions.

(B) *To Compel a Discovery Response.* A party seeking discovery may move for an order compelling an answer, designation, production, or inspection. This motion may be made if:

- (i) a deponent fails to answer a question asked under Rule 30 or 31;
- (ii) a corporation or other entity fails to make a designation under Rule 30(b)(6) or 31(a)(4);
- (iii) a party fails to answer an interrogatory submitted under Rule 33; or
- (iv) a party fails to produce documents or fails to respond that inspection will be permitted—or fails to permit inspection—as requested under Rule 34.

Federal rules of Civil Procedure: Rule 37 : (4) (a), an evasive or incomplete disclosure, answer, or response must be treated as a failure to disclose, answer, or respond.

Further obligations not Fulfilled:

Diana Tarzia doing business as PrimeLending A PlainsCapital Company, through its Representatives or Assigns, is hereby '**Requested**' to produce any and all '**Allonge**' or '**Riders**'; any '**Bills of Exchange**'; and any other '**Promissory Note(s)**' (*exposing the front(s) and the back(s)*) complete with any '**Affixations**' or '**Allocations**' attached to, or associated with, the Borrower's '**Original Promissory Note**' and used for '**Endorsements**'

Diana Tarzia doing business as PrimeLending A PlainsCapital Company and its Representative(s) or its Assigns have claimed to be a '**Secured Party-of-Interest**' in the alleged '**Loan** and thus, are parties to the associated Case Number 15-CP-08-00965. Therefore the requisite, obligatory, documented and preserved pre-existing Records and Manifests are required by Law to have been confirmed and placed into '**Evidence**' by identifiable and confirmable delegated Representatives and profiteers acting for Diana Tarzia doing business as PrimeLending A PlainsCapital Company. Law and '**due process**' required the requested, pre-existing evidence to be presented, examined and confirmed as true and correct in order for the claimants to lawfully initiate any court '**Actions**' in this Case and controversy. Proof and Disclosure of all the Exhibits of that Oath - affirmed '**Evidence**' and filing is also hereby formally '**Requested**'.

Any failure or avoidance on the part of the Representatives / Assigns / Claimants to effectuate the forwarding of complete answers to this Request, and a failure of the Representatives or Assigns to '**Respond**' to this lawful '**Writ in the Nature of Request, Discovery and Disclosure**'; and the failure of any of them to responsibly and to fully answer all 12 of the clearly – specified, Loan – related Requests herein listed, will be considered an affirmation of fact and evidence that Diana Tarzia doing business as PrimeLending A PlainsCapital Company and its Representative(s) or Assigns have no valid claim; have no lawful '**Interests**' in the Estate or property; and that the claimants have no lawful debt '**Claims**' or '**Title(s)** of Ownership' in the alleged property, estate, or **Loan** matter at hand; nor do the claimants have standing in the said controversy.

The Representatives, Trustees, Feoffers, or Assigns are to materially and expediently return this same Request, Discovery and Disclosure (*as presented*) and with all twelve (12) points or issues fully answered within the **allotted twenty (20) days of Receipt** of the same. Any untoward or deceptive acts; misrepresentations; diversions; deceitful redirections; or any incomplete or non-answered Response to the questions presented to the Representatives, Holders or Trustees, etc., will be considered an affirmation of secrete, disguise, and disingenuous intent. Any avoidance of truth shall be considered an '**Inducement to Fraud**'; and the said '**Failure of Response**' on the part of the Representatives, Trustees, Feoffers, or Assigns, neglecting their responsibilities to answer every one (*and all of the specific twelve (12) above – noted Loan – issues*) shall constitute

a violation of Trust, a breach Trust, and a tacit acquiescence, established for the record by non-compliance. The same dispensations shall be published for the Public Record.

Any willful '**Non-Disclosure**' and **Default**; in this matter shall be deemed a **Dishonor**; and thereby voiding all positions of trust. Any Allegations or Claims of Ownership or interest made by Diana Tarzia doing business as PrimeLending A PlainsCapital Company or by its Representatives, trustees, Feoffers, Agents, Contractors, or Assigns, shall be held as Null and Void. The Affiant reserves all Rights of Claim; and the Affiant's Affidavit of Request and Discovery and Disclosure shall stand as Law.

In Conclusion:

*I Ronnell Demar Bey in propria persona, sui juris (in ones' own proper person) also understand that once a claim is filed with the courts it has to be proven without reasonable doubt by the person/s making the claim that it is indeed valid in order for judgment to be rendered, I have attempted in GOOD FAITH to confer with the plaintiff to obtain documentation in order to prepare a proper defense to which I have been repeatedly denied, (in which I possess certified mail receipts as evidence of attempts) therefore pursuant **Federal Rules of Civil procedure 12(b)(6) failure to state a claim upon which relief can be granted, I move to have this case dismissed with prejudice (dismissed permanently) (A case dismissed with prejudice is over and done with, once and for all, and can't be brought back to court)***

This Legal Notice to Principal is a Legal Notice to Agent; and this Legal Notice to Agent is a Legal Notice to Principal.

Sincerely Yours,

I Am: Ronnell Demar Bey
Name: Natural Person, In Propria Persona, Sui Juris, Sui Heredes,
Authorized Representative; All Rights Reserved.

Witness: Lario Dean Bey
Name: Natural Person, In Propria Persona, Sui Juris, Sui Heredes,
Authorized Representative; All Rights Reserved.

Witness: R. Dean Bey
Name: Natural Person, In Propria Persona, Sui Juris, Sui Heredes,
Authorized Representative; All Rights Reserved

cc:

The Honorable Dale Van Slambrook
Master in Equity for Berkeley County
Post Office Box 1163
Moncks Corner, SC 29461

Scribed and affirmed before me, SHARON L MALDREW, Notary Public,

On 30th day of June 2016 having proven to me on the basis of satisfactory evidence to be the person who appeared before me.

Commission Expiration: 03 / 09 / 2021

Seal

Signature: Sharon L Maldrew

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

PrimeLending, A PlainsCapital Company,

Plaintiff,

v.

Ronnell Demar Walker a/k/a Ronnell D. Walker;
South Pointe Homeowners Association;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 2015-CP-08-00965

JUDGMENT OF FORECLOSURE AND SALE
Deficiency Judgment Waived

(506951-00925 EL1)

Erica G. Lybrand, Esquire
Attorney for the Plaintiff

Ronnell Demar Walker a/k/a
Ronnell D. Walker a/k/a
Ronnell Demar Bey
Pro Se Defendant

A hearing was held October 13, 2016 at 9:30 A.M. Evidence was presented, which is reported herewith, and from the evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on April 17, 2015.
2. The Summons and Complaint were filed on April 17, 2015.
3. Service was made upon all Defendants as shown by the proofs of service filed herein.
4. The Defendants Ronnell Demar Walker a/k/a Ronnell D. Walker, South Pointe Homeowners Association, are in default.
5. The Defendant Ronnell Demar Walker a/k/a Ronnell D. Walker is not in the Military Service of the United States of America, as contemplated under The Servicemembers Civil Relief Act, 50 U.S.C. 3901 et. seq. as shown by affidavit, certificate or order filed herein.
6. No Defendant raised any issues related to Plaintiff's standing to prosecute this action.
7. Pursuant to the South Carolina Supreme Court Administrative Order 2009-05-22-01 dated May 22, 2009, the Plaintiff set forth its belief in its Complaint or by Affidavit, which is already of record in this case, that the mortgage loan which is the subject of this foreclosure action is not eligible for modification pursuant to the terms of the Home Affordable Modification Program (HMP). Pursuant to the

South Carolina Supreme Court Administrative Order dated May 22, 2009, Plaintiff's attorney has not received a counter affidavit from any Defendant(s).

8. Attorney for the Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011.

9. All Pro Se Defendants and all attorneys of record were notified of the time, date, and place of the hearing by letter and certificate of mailing of record herein.

10. Ronnell Demar Walker for value received, made, executed and delivered a Fixed Rate Note dated June 27, 2014 promising thereby to pay to Plaintiff or its predecessor the sum of \$188,522.00 with interest at 4.25% per annum. Other terms and conditions are stated in the Fixed Rate Note, of record herein.

11. To better secure the payment of the Fixed Rate Note described above, Ronnell Demar Walker made, executed, and delivered to Mortgage Electronic Registration Systems, Inc., as nominee for PrimeLending, A PlainsCapital Company, its successors and assigns a certain real estate Mortgage in writing, dated June 27, 2014 covering real property in Berkeley County, which is the same as that described in the Complaint. This Mortgage was filed on July 3, 2014, and is of record in the Office of RMC/ROD in Book 10838 at Page 47. This Mortgage was assigned to PrimeLending, A PlainsCapital Company by assignment dated April 2, 2015 and recorded April 8, 2015 in Book 11310 at Page 74.

12. The sum of \$10,972.19 is a reasonable fee to allow Plaintiff's counsel for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Fixed Rate Note and Mortgage. This fee is likewise reasonable based on the time necessarily devoted to representation of Plaintiff during the several month course of these proceedings. The services of counsel performed for Plaintiff, which include the number and types of pleadings and documents prepared, the incumbent liabilities, and the difficulties involved in this particular case also support the fee awarded. The fee is also reasonable given the professional standing of Plaintiff's counsel and their experience in handling foreclosure matters. The fee awarded herein is also reasonable in light of the fees customarily awarded by this court for similar services in this locality. Moreover, the efforts of Plaintiff's counsel have had the beneficial result of a prompt foreclosure of the Mortgage. Services anticipated to be performed until final adjudication contemplate completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time.

13. According to Plaintiff's accounting, after all payments received by Plaintiff have been credited to the subject loan, the amount due and owing on the Fixed Rate Note, with interest at the rate provided in the Fixed Rate Note, advances made by Plaintiff, and other costs and expenses of the action, including a reasonable attorney fee, all secured by the Fixed Rate Note and Mortgage, is as follows:

Principal	
Interest from October 1, 2014, through October 1, 2016 at a rate of 4.25%	\$187,740.05
Interest from October 2, 2016 through November 1, 2016 at a rate of 4.25%	\$15,957.84
Escrow Advances	\$664.91
Corporate Advance Balance (Less Attorney's Fees and Costs)	\$12,816.54
Attorney Fees and Costs	\$440.00
• Foreclosure Flat Rate Fees ... \$1,330.00 • Litigation Hourly Fees ... \$8,015.00 (58.70 hours) • Costs...\$1,627.19	\$10,972.19
Total Debt Secured by the Note and Mortgage	\$228,591.53

14. Interest shall accrue to the above stated "Total Debt" after the date of judgment at the rate of 4.25% per annum (pursuant to the terms of the Fixed Rate Note and Mortgage). Accrued interest shall be added to the "Total Debt" and shall comprise the amount of the Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

15. Plaintiff is seeking the usual foreclosure of the Mortgage and has in the Complaint (or subsequently thereto in writing) expressly waived the right to a personal or deficiency judgment.

16. The following Defendant(s) may claim a subordinate lien upon or subordinate legal interest in the subject property and in the event there is a surplus from the sale of the subject property, these Defendant(s) may present through any such lien or legal interest a claim to the surplus at a hearing subsequent to the sale, in accordance with Rule 71(c) South Carolina Rules of Civil Procedure. The said Defendant(s) and such liens or legal interests are as follows:

- a. South Pointe Homeowners Association by virtue of any lien enforceable assessments claimed as provided for in the Declaration of Covenants, Conditions, and Restrictions and any amendments thereto. Also including any other liens they may have.

IT IS THEREFORE ORDERED:

1. Plaintiff has fully complied with The South Carolina Supreme Court Administrative Orders 2009-05-22-01 dated May 22, 2009 and 2011-05-02-01 dated May 2, 2011, and the foreclosure action may proceed.

2. There is due on the Fixed Rate Note and Mortgage set forth in the Complaint the sum of \$228,591.53, as set out in the Findings of Fact *supra*, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

3. The amount due in the preceding paragraph (the "Final Total Debt" as set out in the Findings of Fact *supra*) shall accrue interest at the rate of the respective note rate(s) per annum and together with such interest shall constitute the total judgment debt due Plaintiff.

4. The amount of the judgment shall be subject to increase to permit Plaintiff to recover additional costs, commissions, and expenses not included in the minimum deposit previously made in compliance with S.C. Code Ann. §14-11-310 (1976). It may also increase to include supplemental compensation for attorneys' services not contemplated by the initial fee award. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs or supplemental compensation. Such additional costs, commissions and expenses may be established by affidavit and shall be adjudicated by the court without further hearing.

5. The Defendant(s) liable for the aforesaid judgment debt of the Fixed Rate Note and Mortgage including interest at the rate of 4.25% per annum shall pay on or before the date of sale of the property hereinafter described, to Plaintiff or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, including with the costs and disbursements of this action.

6. On default of payment at or before the time of the sale of the property, the mortgaged property described hereinafter shall be sold by the below signed Master in Equity or Special Referee or other court-appointed or designated agent or auctioneer at public auction at the Berkeley County Courthouse, in the City of Moncks Corner, and State of South Carolina on a sales day determined by the below signed Master in Equity or Special Referee, on the following terms:

- a. For cash or its equivalent: An immediate deposit of 5% is required on the amount of the bid. The deposit will be applied to the purchase price when total compliance is made. In the event compliance is not made, the deposit shall be forfeited without further hearing and applied first to costs and expense of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse either to make the required deposit at time of bid or to comply with the other terms of the bid within 30 days, then the property may be re-sold on the same terms and conditions on the same or some subsequent sales day and at the risk of the defaulting bidder.
- b. Interest on the balance of the bid after the deposit is applied shall be paid through the day of compliance at the Note rate of 4.25%.
- c. The sale shall be subject to taxes and assessments, existing easements and restrictions, and any other senior encumbrances.
- d. Purchaser shall pay for any statutory commission on sale from the proceeds of the final bid amount.
- e. Purchaser to pay for deed preparation, costs of recording the deed, and transfer taxes on the deed.
- f. Purchaser shall be entitled to possession of the premises only after Purchaser fully complies with the bid amount and a deed is issued by the Master in Equity or Special Referee.

7. A personal or deficiency judgment having been waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.

8. Plaintiff may waive any of its rights, in accordance with Rule 71, of the South Carolina Rules of Civil Procedure, prior to sale.

9. The Master in Equity will give notice of the time and place of the sale by advertisement according to law and the terms thereof by advertisement according to law and will execute to the Purchaser a deed to the property sold. Plaintiff or any other party to this action may become a purchaser at such sale. If, upon such sale being made, the Purchaser should fail to comply with the terms thereof within 30 days after date of sale, then the Master in Equity 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.

10. In the event an agent of Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the same terms and conditions as set forth in this Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

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

12. The Master in Equity will apply the proceeds of the sale as follows:

FIRST: To the payment of the permitted costs, charges, and expenses of this action, including any Guardian ad Litem fee, Servicemember Civil Relief Act attorney fee, or any other attorney's awarded under this or any other Order of this Court;

NEXT: To the payment to Plaintiff or Plaintiff's attorney of the amount of Plaintiff's debt and interest or so much thereof as the purchase money will pay on the same; and the Plaintiff's attorney shall receive and disburse such funds only in absolute compliance with Plaintiff's principal, interest allowable advances, and related calculations of this Court, including the Court's award for attorney fees, court permitted charges and taxable costs pursuant to Rules 54 and 71 of the South Carolina Rules of Civil Procedure and the terms of the Note and Mortgage;

NEXT: Any surplus will be held pending further Order of the Court as provided for in the South Carolina Rules of Civil Procedure, particularly Rule 71(c) of the South Carolina Rules of Civil Procedure.

13. In the event the successful bidder is someone other than the Defendant(s) in possession of the subject property, the Sheriff of Berkeley County is ordered and directed to eject and remove from the property the occupant(s) of the property sold, together with all personal property located thereon, and put

the successful bidder or his assigns in full, quiet, and peaceable possession of said property without delay, and to keep said successful bidder or his assigns in such peaceable possession. All valid tenant rights shall be protected pursuant to the Protecting Tenants at Foreclosure Act of 2009.

14. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in the event the successful bidder is other than the Defendant in possession herein, the Sheriff, upon receipt of a Writ of Assistance or other order of ejectment, is authorized 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 full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

15. The Defendant(s) named herein, and all persons whosoever claiming under Defendant(s), are forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged property so sold, or any part thereof.

16. In accordance with Rule 77(d), of the South Carolina Rules of Civil Procedure, the Clerk of Court shall serve a notice of entry of this Judgment of Foreclosure upon all parties not in default for failure to appear in this action.

17. The deed of conveyance made pursuant to the foreclosure sale shall contain the names of only the first-named Plaintiff and the first-named Defendant(s), and the Defendant(s) who was/were the titleholder(s) of the mortgaged property at the time of the filing of the notice of pendency of the within action, and the name of the grantee. The Register of Deeds/Clerk of Court is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

18. The undersigned will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.

19. The following is a description of the property herein ordered to be sold:

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the County of Berkeley, State of South Carolina, and known and designated as Lot 13, Phase I, on a plat by Harold J. Willson, Surveyor, dated April 9, 1985, entitled "Phase I of Dovewood Subdivision, South Pointe Development Owned by Finucan Peters Development, Inc., located in the Town of Summerville, Dorchester County, South Carolina", recorded in the Office of the Clerk of Court for Dorchester County, in Plat Cabinet E, Slide 164, and recorded in the RMC Office for Berkeley County in Plat Cabinet F, Page 66; said lot having such location, butting, bounding and measurements as will by reference to said plat more fully appear.

This being the same property conveyed to Ronnell D. Walker by deed Fannie Mae a/k/a Federal National Mortgage Association, dated June 27, 2014 and recorded July 3, 2014 in Book 10838 at Page 41 in the Office of the Register of Deeds for Berkeley County.

Property Address: 412 Eastover Circle
Summerville, SC 29483

TMS# 2320701013

Dale Van Slambrook
Master in Equity

_____, 2016
Summerville, South Carolina

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2015-CP-08-00965

PrimeLending, A PlainsCapital Company

PLAINTIFF(S)

Ronnell Demar Walker a/k/a Ronnell D. Walker;
South Pointe Homeowners Association;

DEFENDANT(S)

Submitted by:

Erica G. Lybrand (SC Bar # 79052)
Rogers Townsend & Thomas, PC
1221 Main Street, 14th Floor
Post Office Box 100200(29202)
Columbia, SC 29201
(803) 744-4444
(803) 343-7013 - Fax
info@rtt-law.com

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

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** ☐ See Page 2/3 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

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

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

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk _____

INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A		

P R O C E E D I N G S

1 (Pages 1 to 4)

Page 1

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF BERKELEY) CASE NO.: 2015-CP-08-00965

Prime Lending, A Plains) FINAL FORECLOSURE

Capital Company,) HEARING

Plaintiff,)

vs.)

Ronnell Demar Walker a/k/a)

Ronnell D. Walker; South)

Pointe Homeowners Association,) Defendants.)

The final foreclosure hearing before the Honorable Dale Van Slambrook, Special Referee for Berkeley County, was taken at Berkeley County Courthouse Annex, 300-B California Avenue, Moncks Corner, South Carolina on Thursday, the 13th day of October, 2016, scheduled for 9:30 a.m. and commencing at the hour of 9:41 a.m. before Jaime D. Newton, Court Reporter and Notary Public in and for the State of South Carolina; pursuant to Rule 30 of the South Carolina Rules of Civil Procedure.

Page 3

CONTENTS

(Final Foreclosure Hearing)

PAGE

RAYMOND CRAWFORD

Direct Examination by Ms. Lybrand 12

Cross-Examination by Mr. Bey 33

RONNELL DEMAR BEY TESTIFIES 40

Cross-Examination by Ms. Lybrand 46

Certificate of Reporter 56

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EXHIBIT INDEX

Exhibits: Marked at Page

(Copy of exhibits attached to

each copy of transcript.)

1 Corporate Resolution 18

2 Note 21

3 Mortgage 23

4 Payment History 25

5 Demand Letter 27

6 Affidavit of Verified Statement 30

of Account

7 Affidavit of Attorney Fees 33

and Costs

Page 2

APPEARANCES:

Plaintiff: ERICA G. LYBRAND, ESQUIRE

Roger Townsend & Thomas, PC

1221 Main Street, 14th Floor

Columbia, South Carolina 29201

Also present:

Ronnell Demar Bey

Page 4

8 Notice of Hearing 38

Defendant's Exhibits:

1 MERS Document 52

(Dale Van Slambrook, Master in Equity for Berkeley County, retained the exhibits.)

* * * * *

Court Reporter's note:

-- indicates interruption; incomplete phrases; unfinished sentences

PROCEEDINGS

2 (Pages 5 to 8)

Page 5 1 This hearing is taken in accordance with the 2 South Carolina Rules of Civil Procedure. 3 THE COURT: If we would, have everybody put their names 4 and state their positions -- not positions, 5 their roles on the record for me please. Yes, 6 ma'am. 7 MS. LYBRAND: Erica Lybrand with Rogers, Townsend and 8 Thomas, attorney for the plaintiff. 9 THE COURT: All right. And you, sir, what is your 10 name? 11 MR. CRAWFORD: Raymond Crawford, bank representative. 12 THE COURT: All right. Thank you, sir. Mr. Bey? 13 MR. BEY: I'm Ronnell Damar Bey. 14 THE COURT: All right. Thank you, sir. Do you have 15 any witnesses here or anybody that you're going 16 to present as witnesses today, Mr. Bey? 17 MR. BEY: I do not. 18 THE COURT: Okay. Thank you, sir. All right, Ms. 19 Lybrand, is the plaintiff prepared to proceed? 20 MS. LYBRAND: We are, Your Honor. But before we do so, 21 Mr. Bey recently filed a pleading that I wanted 22 to see if you wanted to address ahead of time. 23 It is a renewed, I believe, motion to dismiss, 24 but I'll let him argue that. In addition, the 25 order on the prior motion to dismiss and motion	Page 7 1 THE COURT: And what is that motion? 2 MR. BEY: The defendant (sic) has still not proven 3 without reasonable doubt that they suffered any 4 financial injuries to which the lease should be 5 granted. 6 THE COURT: Okay. And I think I had denied that motion 7 on the same argument before and that's something 8 that can be addressed through any testimony or 9 presentation today. So I'm going to deny that 10 motion. And you received a copy of the order 11 regarding the discovery. I recall issuing that 12 ruling from the bench as far as what was 13 supposed to happen, information that was 14 supposed to be provided. Is there any issue or 15 question relative to the order regarding 16 discovery? 17 MR. BEY: Yes. Well, regarding discovery -- regarding 18 the order to discovery I have still not received 19 adequate information in order to prepare a 20 proper defense. 21 THE COURT: All right. 22 MR. BEY: Therefore, I mean, how can we proceed. 23 THE COURT: All right. In the order and what I -- and 24 like I said, that was issued from the bench and 25 then reduced to writing. There was a payment
Page 6 1 to compel was entered yesterday. I didn't have 2 Mr. Bey's email address to email it to him, so I 3 provided that to him this morning. And I 4 believe he wanted to be able to respond to that 5 as well. 6 THE COURT: All right. So before we proceed with the 7 final hearing, what you're saying is there may 8 be issues relative to the prior discovery order, 9 but not being raised by the plaintiff; isn't 10 that -- 11 MS. LYBRAND: There was -- that's correct -- 12 THE COURT: Okay. 13 MS. LYBRAND: -- Your Honor. There was an additional 14 pleading that was filed on September 27th. 15 THE COURT: Okay. 16 MS. LYBRAND: And it had -- the end of it had a 17 12(b)(6) notation in it. So just for clarity on 18 the record, I wanted to see whether or not you 19 wanted to address that first. 20 THE COURT: Thank you, ma'am. All right. Mr. Bey, I 21 did receive a copy of the documents which you 22 had filed. Is that in the form of a motion that 23 you think needs to be addressed before we go 24 forward with the final hearing today? 25 MR. BEY: Yes, I do.	Page 8 1 history that was to be provided and you were 2 sent that; is that right? 3 MR. BEY: Exactly, but under disingenuous intent 4 because the majority of what I've received -- 5 THE COURT: Intent aside, you received documentation by 6 way of the payment history; is that right? 7 MR. BEY: Correct. 8 THE COURT: All right. And you were provided the name 9 of the witness of Mr. Crawford; is that right? 10 MR. BEY: That's what she provided. 11 THE COURT: She provided that to you. Okay. All 12 right. And as to any of the other issues, I 13 think those were raised and ruled on relative to 14 other matters that you requested and those were 15 addressed as a part of that order. 16 MR. BEY: No, they were not addressed. I'm still being 17 denied. 18 THE COURT: All right. 19 MR. BEY: So how can I prepare a proper defense? 20 THE COURT: As far as the court is concerned they were 21 addressed and those requests were denied. You 22 were provided the information, based on what 23 you've told me, that was required to be provided 24 to you subject to that order. 25 MR. BEY: I would also be in denial of due process of

P R O C E E D I N G S

3 (Pages 9 to 12)

Page 9 1 law and protection of it as well -- 2 THE COURT: And I think that -- 3 MR. BEY: -- for the record, on the record. 4 THE COURT: -- argument was made before as well as 5 being denied, okay. So we're prepared to go 6 forward. Any motion relative to the discovery 7 or request for further discovery is denied as 8 having been previously addressed at the prior 9 hearing and adequately resolved by way of the 10 order and the requirement to provide the 11 additional information, payment history or trial 12 witnesses has been complied with. So, all 13 right, so we're ready to go forward. 14 MR. BEY: I'd like to reserve my right to trial by 15 jury. 16 THE COURT: That's already gone. You have waived that. 17 The time for that request has gone and it's been 18 referred to me for a hearing before me and 19 that's how we're going to proceed. 20 MR. BEY: I have not received any documentation on that 21 right being waived. I never signed any 22 documentation on waiving that right. 23 THE COURT: Well, that's the position -- 24 MR. BEY: That's unconstitutional. 25 THE COURT: Well, the position that I am taking at this	Page 11 1 I will take that into consideration as we 2 proceed. 3 MS. LYBRAND: Thank you, Your Honor. 4 THE COURT: Thank you. 5 MS. LYBRAND: The plaintiff calls Raymond Crawford. 6 THE COURT: All right, Mr. Crawford. Mr. Bey, you can 7 sit down. Mr. Crawford, come on up. 8 MR. BEY: I object to the witness. There's no prior 9 contract with this witness. 10 THE COURT: Hang -- hang on. Hang on a minute. Let me 11 get him sworn in and then I'll hear from you. 12 RAYMOND CRAWFORD, being duly sworn and 13 cautioned to speak the truth, the whole truth and nothing 14 but the truth, testifies as follows: 15 THE COURT: All right. State your name and your 16 address. Spell your last name for the court 17 reporter and have a seat. 18 MR. CRAWFORD: Raymond Crawford, R-A-Y-M-O-N-D C-R-A-W- 19 F-O-R-D. Address is 8 Kimberly Drive, 20 Middletown, Delaware 19709. 21 THE COURT: All right. Mr. Bey, you've raised an 22 objection to this witness? 23 MR. BEY: The witness has no firsthand knowledge of any 24 facts concerning this case. I do not have a 25 contract nor have I ever entered into a contract
Page 10 1 point in time that that's been waived or there 2 was a failure on your part to adequately request 3 that in accordance with the rules and under 4 those situations where the jury trials are 5 appropriate. So that request to remove it for a 6 jury trial is likewise denied. So we're going 7 to go forward with the plaintiff's case. All 8 right. You can call your first witness. 9 MS. LYBRAND: Thank you, Your Honor. As a preliminary 10 statement, just I'm not sure how Your Honor will 11 chose to hear this or not, both -- I wanted to 12 again remind the Court that while there was an 13 answer filed in this matter, the answer was 14 filed late and after Mr. Bey was already held in 15 default. Additionally, we went requests to 16 admit to Mr. Bey on August 25th of this year. 17 We did not receive a response. Under the rules, 18 those are deemed admitted, but how Your Honor 19 chooses to handle that, you know, obviously 20 we're leaving it up to Your Honor. 21 THE COURT: Mr. Bey did file a response although it 22 didn't specifically address the request to 23 admit, it may have. I'm not going to use the 24 failure to provide the adequate responses or 25 adequate denials as a primary basis for ruling.	Page 12 1 with Cenlar Bank. 2 THE COURT: Mr. Bey -- Mr. Bey, I know you're not an 3 attorney. 4 MR. BEY: Uh-huh. 5 THE COURT: But you do have to obey the rules of the 6 Court and the procedure. What's going to happen 7 is is you're going to be allowed to cross- 8 examine, you're going to be allowed to ask 9 questions to this witness. If you want to raise 10 some matter that you think makes his testimony 11 inadequate, you can certainly do that through 12 the questions. I'm not going to entertain 13 objections of that nature during the testimony. 14 All right? Yes, ma'am. 15 MS. LYBRAND: Thank you, Your Honor. 16 DIRECT EXAMINATION BY MS. LYBRAND: 17 Q: Mr. Crawford, will you please -- what company do 18 you work for? 19 A: I work for Cenlar FSB. That is C-E-N-L-A-R F-S- 20 B. 21 Q: And how is Cenlar related to the current named 22 plaintiff, Prime Lending, a Plains Capital 23 Company? 24 A: We are the current servicer. We handle the 25 daily maintenance and servicing of the loan.

PROCEEDINGS

4 (Pages 13 to 16)

Page 13 1 Q: Okay. And where is the physical location of 2 your office? 3 A: 425 Phillips Boulevard, Ewing, E-W-I-N-G, New 4 Jersey. 5 Q: And what is your job title at Cenlar? 6 A: I'm a default corporate representative. I 7 attend trials, meditations, depositions, 8 settlement conferences. 9 Q: And how many times have you testified regarding 10 loan servicing by Cenlar, if you can estimate? 11 A: Thousands of times. 12 Q: And are you authorized to testify on behalf of 13 the plaintiff in this matter? 14 A: Yes, I am. 15 MS. LYBRAND: Your Honor, may I approach the witness? 16 THE COURT: Yes. 17 MS. LYBRAND: Let the record reflect that I have handed 18 Mr. Bey a copy of the document I handed to the 19 witness. 20 Q: Do you recognize this document, Mr. Crawford? 21 A: Yes, I do. 22 Q: And what is this document? 23 A: It's a corporate document between Cenlar FSB and 24 the current plaintiff in this case. 25 Q: And what does this document indicate?	Page 15 1 document being entered into evidence, Mr. Bey? 2 MR. BEY: Yes, there is. I request time to review the 3 document before I agree on it. I don't know 4 what this document is. I don't consent to 5 anything that it portrays. 6 THE COURT: Okay. Well, go ahead and review that 7 document then. 8 MR. BEY: I still have no contract with this 9 corporation. I do not consent to anything 10 that's on this document. 11 THE COURT: I'm telling you if you want to review it, 12 you've got to review it right now. And that -- 13 rush that objection. You can raise that when 14 it's appropriate. But right now you said you 15 needed time to review it and I'm giving you that 16 time. Don't waste it. 17 MR. BEY: Information is not legible. 18 THE COURT: Difficult to read. It's not illegible. 19 MR. BEY: I can't get a full understanding. It's 20 difficult to read. I can't make out what this 21 says. 22 THE COURT: Ms. Lybrand, the document purports to be a 23 corporation resolution authorizing individuals 24 to testify or to act on behalf of the 25 corporation; is that y'all's position?
Page 14 1 A: It provides a little breakdown of the 2 authorities that we have as part of this 3 servicing to manage the loans and so what we can 4 do. 5 Q: All right. Thank you. 6 MS. LYBRAND: Your Honor, I move to exhibit -- or to 7 admit the corporate resolution as Plaintiff's 8 Exhibit Number One. 9 THE COURT: All right. Do you have the original or a 10 copy that's going to be submitted into evidence 11 for the record purpose? Thank you. All right. 12 Mr. Bey, any objection? 13 MR. BEY: Objection on the grounds that I've never met 14 this gentleman and I have no contract with him. 15 And the statements that he can provide to this 16 is only considered as hearsay. 17 THE COURT: All right. 18 MR. BEY: He has no firsthand knowledge of any 19 financial injury -- 20 THE COURT: As to this document? 21 MR. BEY: -- to the plaintiff. 22 THE COURT: We're going to limit the objection right 23 now or the question really as to this document. 24 Any objection to this document being entered 25 into evidence? Is there any objection to this	Page 16 1 MS. LYBRAND: That's correct. 2 THE COURT: Okay. And the second page where it 3 indicates that the officers authorized hereby 4 are and there is no names on there. 5 MS. LYBRAND: That's correct, Your Honor. I was 6 instructed by my client to redact those names to 7 the extent that any clarification on that issue 8 needs to be made to the Court, I would like to 9 ask the client witness representative. 10 THE COURT: Okay. All right. I'll wait. Mr. -- have 11 you finished reviewing those? 12 MR. BEY: The document -- the copy -- I cannot review 13 this document. 14 THE COURT: All right. 15 MR. BEY: I can't make out what it says. 16 THE COURT: As I indicated before -- 17 MR. BEY: And I do not consent to anything in there. 18 THE COURT: Listen. Let me finish. As I indicated to 19 you before, I've got the same thing that you've 20 got. It's difficult to read but it's not 21 illegible. So I'm going to take that as your 22 choice not to review it. So before it's 23 admitted into evidence or not admitted into 24 evidence, I need some clarification as to the 25 resolution.

PROCEEDINGS

5 (Pages 17 to 20)

Page 17 1 MS. LYBRAND: Thank you, Your Honor. 2 Q: Mr. Crawford, this corporate resolution 3 indicates that certain individuals are 4 authorized to do certain activities between -- 5 of Cenlar with Plains Lending or Prime Lending. 6 Can you explain the basis of your authority 7 pursuant to this corporate resolution? 8 A: Yes, I am an employee of Cenlar. I review 9 Cenlar business record and I'm able to testify 10 on behalf of Cenlar business record. And our 11 clients or investors that we service for are on 12 the back page. There are a list of names. 13 Those names are officers of the company. They 14 do not testify. Those are officers with signing 15 authorities so in case we had to sign documents 16 those would be the individual that would execute 17 those documents. If we have to testify, as an 18 employee with access to Cenlar business record 19 I'm able to review and testify on behalf of 20 Cenlar. 21 Q: Does this document form an illustrative purpose 22 to the Court with regard to the relationship 23 between Cenlar and Prime Lending? 24 A: That is correct. 25 MS. LYBRAND: Your Honor, we'd renew our motion to	Page 19 1 Q: And do you have personal knowledge of this 2 mortgage loan based upon your review of such 3 records? 4 A: Yes. 5 MR. BEY: I object, Your Honor. 6 THE COURT: What's the basis for the objection? 7 MR. BEY: With said witness was not there present the 8 day of the alleged loan being signed. 9 THE COURT: All right. I'll -- 10 MR. BEY: The witness has no firsthand knowledge of -- 11 THE COURT: I'll let you -- 12 MR. BEY: -- any financial -- 13 THE COURT: I'll let you point that out during cross- 14 examination. Ms. Lybrand. 15 MS. LYBRAND: Your Honor, may I approach the witness? 16 THE COURT: Certainly. 17 MS. LYBRAND: Let the record reflect I'm providing a 18 copy to Mr. Bey. 19 THE COURT: And what is it you're providing a copy of? 20 MS. LYBRAND: It is a copy of the note in this case, 21 Your Honor. 22 THE COURT: All right. Thank you. 23 Q: Mr. Crawford, in your possession, do you have 24 the original note at issue in this case? 25 A: Yes, I do.
Page 18 1 admit this exhibit. 2 THE COURT: And, again, the purpose for it is not to 3 provide me a corporate resolution giving Mr. 4 Crawford specific authority to testify today, 5 but just demonstrative as to the connection 6 between Prime Lending and Cenlar; is that right? 7 MS. LYBRAND: That's correct, Your Honor. 8 THE COURT: All right. On that basis I'll allow the 9 corporate resolution as presented to be admitted 10 into evidence. 11 MS. LYBRAND: Thank you, Your Honor. 12 (Plaintiff's Exhibit Number One was admitted into 13 evidence.) 14 Q: Mr. Crawford, in the ordinary course of its 15 business, does Cenlar maintain records for the 16 mortgage loan that's the subject of this 17 lawsuit? 18 A: Yes. 19 Q: And has Cenlar adopted the business records of 20 any prior servicers of this loan? 21 A: Yes. 22 Q: And as part of your job duties, are you familiar 23 with the records maintained by your company in 24 connection with this loan? 25 A: Yes, I am.	Page 20 1 Q: And is Prime Lending the holder of this original 2 note? 3 A: Yes. 4 Q: And was the note part of the documents you 5 reviewed prior to your appearance here today? 6 A: Yes. 7 MS. LYBRAND: Your Honor, we would move to enter into 8 evidence a copy of the original note. The 9 original note is in the courtroom today for 10 review by the defendant so should he desire. 11 THE COURT: All right. Any objection, Mr. Bey? 12 MR. BEY: I object to any note even being presented. 13 There is nothing to secure the note or the 14 mortgage. There is no loan ever been -- 15 THE COURT: All I'm asking is -- 16 MR. BEY: -- proved. 17 THE COURT: -- are you objecting to me taking into 18 evidence the note? 19 MR. BEY: Yes. 20 THE COURT: All right. And again, what's your basis 21 for that? 22 MR. BEY: There is nothing securing it. 23 THE COURT: All right. I'm going to overrule the 24 objection. You can talk about the adequacy of 25 any security during either cross-examination or

PROCEEDINGS

6 (Pages 21 to 24)

Page 21 1 your presentation. But as far as the note for 2 what it's worth, I'll admit that into evidence. 3 MS. LYBRAND: Thank you, Your Honor. 4 (Plaintiff's Exhibit Number Two was admitted into 5 evidence.) 6 Q: Mr. Crawford, according to the note, who is the 7 borrower? 8 A: Borrower is -- it's secured by Ronnell Demar 9 Walker. 10 Q: And is that the defendant, named defendant in 11 this case? 12 A: Yes. 13 Q: And when was the note signed? 14 A: It's date of June 27, 2014. 15 Q: And according to the note, who was the original 16 lender? 17 A: The lender is Prime Lending, a Plains Capital 18 Company. 19 Q: And again, that's the plaintiff in this action; 20 is that correct? 21 A: That is correct. 22 Q: Does the note cover subject property address of 23 412 Eastover Circle, Summerville, South 24 Carolina? 25 A: That is correct.	Page 23 1 MR. BEY: Same objection as before. I object to the 2 fact of this having nothing to secure it. 3 THE COURT: All right. I've going to overrule the 4 objection. We'll allow the -- the record. You 5 can make that argument as you deem appropriate 6 as we go along. 7 MS. LYBRAND: Thank you, Your Honor. 8 (Plaintiff's Exhibit Number Three was admitted into 9 evidence.) 10 Q: Mr. Crawford, what was the date the mortgage was 11 signed? 12 A: June 27, 2014. 13 Q: And does this mortgage cover the same property 14 address, 412 Eastover Circle in Summerville? 15 A: Yes, it does. 16 Q: And does this mortgage constitute a first 17 mortgage lien on the property that we're here 18 about today? 19 A: Yes. 20 Q: And who signed this mortgage? 21 A: It was executed by Ronnell Demar Walker, with 22 two witnesses. 23 Q: Okay. And is the mortgage also notarized or 24 acknowledge? 25 A: Yes.
Page 22 1 Q: And at the time the note was signed, what was 2 the principal amount under -- borrowed under 3 this note? 4 A: It is \$188,522.00. 5 Q: And on the same day that note was given, did the 6 borrower also give a mortgage? 7 A: Yes. 8 MS. LYBRAND: Your Honor, may I approach the witness? 9 THE COURT: Yes. 10 MS. LYBRAND: Let the record reflect I am handing a 11 copy to Mr. Bey. 12 Q: Mr. Crawford, is this a copy of the mortgage at 13 issue in this case? 14 A: Yes, it is. 15 Q: And was this mortgage one of the documents you 16 reviewed prior to your appearance here? 17 A: Yes. 18 Q: And as a result, are you familiar with this 19 mortgage? 20 A: Yes, I am. 21 MS. LYBRAND: We'd like to move to enter this, copy of 22 this mortgage into evidence as Plaintiff's 23 Exhibit Three. 24 THE COURT: All right. Mr. Bey, any objection to me 25 admitting the copy of the mortgage?	Page 24 1 Q: Is the mortgage recorded? 2 A: Recorded on June 3rd, 2014. 3 Q: Is it June 3rd? 4 A: I'm sorry, July 3rd. 5 Q: Okay. And in the ordinary course of its 6 business, does Cenlar maintain an electronic 7 payment history for this loan on behalf of Prime 8 Lending? 9 A: Yes, we do. 10 Q: Hand you a copy -- Mr. Crawford, is this a copy 11 of the payment history for this loan? 12 A: Yes, it is. 13 Q: And is this a document that you reviewed prior 14 to your appearance here today? 15 A: Yes. 16 Q: And is this part of the plaintiff's business 17 records? 18 A: Yes, it is. 19 MS. LYBRAND: Your Honor, we would move to admit the 20 payment history as Plaintiff's Exhibit Four. 21 THE COURT: Mr. Bey, any objection? 22 MR. BEY: I object to Mr. Crawford's testimony on the 23 basis of hearsay. He has no firsthand 24 knowledge. I also object as to evidence that I 25 have proving that the dates that he stated, the

PROCEEDINGS

7 (Pages 25 to 28)

Page 25 1 dates that I have downloaded from the MERS 2 website as to concerning my loan are in 3 conflict. The note date that I have from MERS 4 website when this note was entered in is the 5 20th of June. The note that Mr. Crawford has 6 stated is the 27th of June. 7 THE COURT: I'm going to address the objection that you 8 raised as to hearsay. And if discrepancies in 9 any of the documents that may be admitted, you 10 can certainly point those out during examination 11 or cross-examination or oral argument as you 12 deem appropriate. As to the objection to 13 hearsay, I'm going to overrule as to -- this is 14 a business record and qualifies as an exception 15 or is not hearsay, rather, under Rule 803 and 16 the business records statutes. So I'll allow the 17 payment history to be admitted as Plaintiff's 18 Number Four. 19 MS. LYBRAND: Thank you, Your Honor. 20 (Plaintiff's Exhibit Number Four was admitted into 21 evidence.) 22 Q: Mr. Crawford, does the electronic payment 23 history produced and maintained for each loan 24 record credits and charges to the loan? 25 A: Yes.	Page 27 1 substantiate any loan being given. 2 THE COURT: All right. As to this document, the basis 3 of your objection is that you never received it; 4 is that right? 5 MR. BEY: Correct. 6 THE COURT: Okay. All right. And again, you can point 7 that out through argument or testimony as you 8 deem appropriate. I will allow it as a part of 9 the business records. 10 MS. LYBRAND: And just for the record, move to admit 11 this demand letter as Plaintiff's Exhibit Five. 12 THE COURT: I admit it over Mr. Bey's objection. 13 MS. LYBRAND: Thank you, Your Honor. 14 (Plaintiff's Exhibit Number Five was admitted into 15 evidence.) 16 Q: Mr. Crawford, is this a copy of the demand 17 letter that is in the business records of the 18 plaintiff? 19 A: Yes, it is. 20 Q: And what's the date of this demand letter? 21 A: December 17, 2014. 22 Q: And what does the demand letter advise that the 23 due date is on the loan? 24 A: It advise the borrower account is due for 25 November 1st, 2014.
Page 26 1 Q: And are the credits and charges updated at or 2 near the time that they occurred? 3 A: Yes, they are. 4 Q: And based upon your review of this payment 5 history, did the borrower make payments on this 6 loan at all? 7 A: Yes, a couple of payments were made. 8 Q: Okay. And at some point did he fall behind on 9 his monthly mortgage payments and default under 10 the terms of the note and mortgage? 11 A: Yes. 12 Q: And as a result of the borrower falling behind 13 in his monthly payments, was a demand letter 14 sent to him advising him that he was in default? 15 A: Yes. 16 MS. LYBRAND: May I approach the witness, Your Honor? 17 THE COURT: Yes. 18 MR. BEY: Objection, Your Honor, I received no such 19 demand letter. 20 THE COURT: You got a copy of it in front of you? 21 MR. BEY: Yes, I do. 22 THE COURT: All right. So your objection is that you 23 did not receive a copy of it? 24 MR. BEY: I object to this even being substantiated 25 because, as I stated before, there is nothing to	Page 28 1 Q: And according to your review of the records, 2 does this due date remain the same today? 3 A: Yes, it is. 4 Q: And to confirm, the borrower has not cured the 5 delinquency of this loan; is that correct? 6 A: That is correct. 7 Q: Does the borrower owe certain sums of money to 8 the plaintiff? 9 A: Yes. 10 MR. BEY: Objection, Your Honor. 11 THE COURT: And what's the objection? 12 MR. BEY: The borrower -- the alleged borrower never 13 received any monies from alleged plaintiff. 14 THE COURT: All right. I'm going to overrule that 15 objection. Again, you can make that argument as 16 appropriate. 17 Q: Have you reviewed the records of the plaintiff 18 to determine what that amount is that is owed? 19 A: Yes. 20 Q: And has Cenlar produced an affidavit detailing 21 the amounts owed on the account? 22 A: Yes. 23 Q: And have you reviewed that affidavit as part of 24 your review of the business records? 25 A: Yes, I have.

PROCEEDINGS

8 (Pages 29 to 32)

Page 29 1 MS. LYBRAND: Your Honor, may I approach the witness? 2 THE COURT: Yes. 3 Q: Is this the original affidavit of verified 4 statement of account on this loan? 5 A: Yes. 6 Q: And based upon your review of this file, 7 including the payment history and other business 8 records of the plaintiff, are these numbers in 9 the affidavit true and correct? 10 A: That is correct. 11 Q: And the affiant of this affidavit, does this 12 affiant have authority to execute this affidavit 13 on behalf of the plaintiff? 14 A: Yes. 15 MS. LYBRAND: Move to exhibit -- or to enter Exhibit, 16 the affidavit of verified statement of account, 17 as Exhibit Number Six, Your Honor. 18 THE COURT: Mr. Bey? 19 MR. BEY: Objection. I have no -- I don't know who 20 this is. I've never had any contract with this 21 person. 22 THE COURT: Okay. All right. Again, you can point 23 that out as appropriate. I'll allow it as a 24 part of the business records. 25 MS. LYBRAND: Thank you, Your Honor.	Page 31 1 Q: And what are those escrow advances typically 2 for? 3 A: Escrow would be taxes, insurance. 4 Q: Okay. Hazard insurance? 5 A: Hazard insurance. 6 Q: Okay. And are there any corporate advances on 7 this loan? 8 A: Yes. 9 Q: And what is the amount of those corporate 10 advances? 11 A: Be \$444 and -- well, \$440.00. 12 Q: And do you know what those corporate advances 13 are? 14 A: Corporate advances would be property 15 preservation, the loan is in default, someone 16 goes out to the property to see if it's 17 occupied. If we have -- if the property is 18 vacant, we have to do any kind of maintenance. 19 SO those would be any kind of servicing advances 20 made on behalf of the loan. 21 Q: Okay. Thank you. And so through October 1st of 22 2016, what is the total amount due? 23 A: Total amount is \$216,954.43. 24 Q: And then plus the additional \$664.91 in 25 interest, does the total debt prior to the
Page 30 1 (Plaintiff's Exhibit Number Six was admitted into 2 evidence.) 3 Q: According to your review of the business 4 records, Mr. Crawford, and this affidavit, what 5 is the principal amount due on this loan? 6 A: \$187,740.05. 7 Q: And what is the interest owed on this loan 8 through October 1st of 2016? 9 A: \$15,957.84. 10 Q: And is the plaintiff seeking additional interest 11 through November 1st, 2016, in its judgment? 12 A: Yes. 13 Q: And is that amount \$664.91? 14 A: I believe so, yes. 15 Q: And can you tell me the reason why you're 16 seeking interest through November 1st on this 17 loan as opposed through today's date? 18 A: Because this is an FHA loan and the payoff is 19 always due on the 1st of each month. 20 Q: Thank you. Are there escrow advances due on 21 this loan? 22 A: Yes. 23 Q: And what is the amount of the escrow advances 24 due? 25 A: That amount is \$12,816.54.	Page 32 1 addition of attorney's fees and costs equal 2 \$217,619.34? 3 A: That's about -- yes, ma'am. 4 Q: Okay. And does the plaintiff ask for reasonable 5 attorney's fees and costs as part of this 6 action? 7 A: Yes. 8 MS. LYBRAND: Your Honor, we would like to, at this 9 time, move to admit a copy of the affidavit of 10 attorney's fees and the affidavit of costs 11 relative to this matter. This is the original 12 for the court reporter. Did you want a copy as 13 well, Your Honor? 14 THE COURT: Yes, please. 15 MS. LYBRAND: I think they're both together, stapled 16 together, so there's an affidavit of attorney's 17 fees and then a separate affidavit of costs. 18 THE COURT: Mr. Bey, any objection to the affidavit of 19 attorney's fees? Not as to the specific figures 20 but just a submission of the affidavit itself? 21 MR. BEY: Objection. I've have no prior, I mean, time 22 to review the information being entered. 23 Request the time to review the information being 24 entered before I agree. 25 THE COURT: I'm going to admit the affidavit. As to

PROCEEDINGS

9 (Pages 33 to 36)

Page 33 1 the sufficiency and the adequacy of the fees and 2 the proper amount, I'm going to reserve, at 3 least at this moment, the ability to review 4 that, and that will give you an opportunity to 5 take a look at it and question those fees if you 6 wish. So I'm going to go ahead and admit. I'm 7 not allowing those fees in that amount. But I'm 8 going to allow the document entered and then 9 we'll talk about the fees a little bit down the 10 road. All right. 11 (Plaintiff's Exhibit Number Seven was admitted into 12 evidence.) 13 MS. LYBRAND: Your Honor, I have no further questions 14 for this witness. 15 THE COURT: Okay. All right. Mr. Bey, you can ask 16 questions to Mr. Crawford. 17 CROSS-EXAMINATION BY MS. LYBRAND: 18 Q: Mr. Crawford, have you ever met me before -- 19 A: No. 20 Q: -- this day? 21 A: No. 22 Q: Do you have any firsthand knowledge of any 23 personal injury occurring to said plaintiff? 24 A: I'm not sure I understand your question as far 25 as --	Page 35 1 plaintiff. So I ask again, Mr. Crawford, do you 2 have any firsthand knowledge of injury to said 3 plaintiff, personal, physically? 4 A: Again, I do not understand your question about 5 personal physical injury. I don't -- if you can 6 explain that question better, I may be able to 7 answer your question, but I'm not understanding 8 that part of your question. 9 Q: Okay. Mr. Crawford, did you personally witness 10 me sign a loan or receive a loan from said 11 witness -- said plaintiff? I apologize. 12 A: I stated -- 13 Q: Were you present? 14 A: I stated before I was not part of your closing. 15 Q: So you do not possess firsthand knowledge or any 16 of this documentation that you currently have in 17 possession? 18 MS. LYBRAND: Your Honor, I'm going to have to make an 19 objection. I think the question is being asked 20 over and over again, and the witness has already 21 answered that he is not aware of what Mr. Bey is 22 referring to. 23 THE COURT: You need to -- so far he hasn't been able 24 to answer because either he doesn't understand 25 or he's told you that he was not present, didn't
Page 34 1 Q: Were you present when the alleged loan was 2 created? 3 A: No. 4 Q: So therefore you have no personal knowledge of 5 any injury to said plaintiff? 6 A: I was not present at closing, but as far as 7 injury, I'm not understanding that part of the 8 question. 9 MS. LYBRAND: Objection, Your Honor, this is a factual 10 witness as opposed to -- he's not going to be 11 able to answer the legal basis of the 12 plaintiff's claim. 13 THE COURT: It's cross-examination. I'll let him ask. 14 Q: So you can only offer hearsay statements. You 15 do not have any firsthand personal knowledge of 16 any financial injury ever occurring to 17 plaintiff? Those documents were given to you 18 from a computer system, yes? 19 A: Again, I don't understand your part of injury. 20 I did review the business record in preparation 21 for this trial. 22 Q: And again, under the Rules of South Carolina 23 Procedure, 602, lack of personal knowledge, your 24 witness may not testify if he does not have 25 personal knowledge of financial injury to said	Page 36 1 understand the question. If you want to 2 rephrase the question, please do so. Don't ask 3 the same one over and over. 4 MR. BEY: Under South Carolina Rules, lack of personal 5 knowledge, Mr. Crawford has been your witness 6 has to possess firsthand knowledge of the injury 7 to said plaintiff. 8 THE COURT: All right. That can be part of your 9 argument later on. If you want to ask more 10 questions, you can do that now. 11 MR. BEY: Okay. I prefer that I move that everything -- 12 -- all statements made by Mr. Crawford be listed 13 as hearsay and not admissible -- 14 THE COURT: Any further -- 15 MR. BEY: On the basis -- 16 THE COURT: -- any further questions for Mr. Crawford? 17 MR. BEY: No. Just on the basis of South Carolina Rule 18 602, lack of personal knowledge. 19 THE COURT: Okay. All right. So as to your motion to 20 strike the testimony, I'm going to deny that. 21 We'd addressed each of those objections in turn 22 as we went forward, so. All right. Any further 23 witnesses? 24 MR. BEY: On the record, for the record, you're denying 25 my rights?

PROCEEDINGS

10 (Pages 37 to 40)

Page 37 1 THE COURT: No, I'm denying your request that the 2 testimony be stricken. 3 MR. BEY: On the grounds of? 4 THE COURT: I've addressed that. It's adequate in the 5 presentation and the information provided is 6 relevant and admissible, as I had already -- as 7 had been put on the record. So I've denied that 8 motion. You finished with the questions. I'm 9 moving on. 10 MR. BEY: Like Mr. Crawford said, I don't understand 11 why. 12 THE COURT: No. No, you don't -- no. I've ruled. And 13 that means it over. You don't get to keep 14 arguing after I've ruled. Yes, ma'am, Ms. 15 Lybrand. 16 MS. LYBRAND: I don't have any further questions for 17 this witness. I would like to put the remaining 18 figures on the record and put in the notice of 19 hearing as an exhibit. 20 THE COURT: Mr. Crawford, you can step down. What 21 additional information or documentation do you 22 want to add? 23 MS. LYBRAND: I just want to put on the record that in 24 conjunction with the figures that were testified 25 to by Mr. Crawford, the total attorney's fees as	Page 39 1 THE COURT: Who is it addressed to? 2 MR. BEY: My estate Ronnell Demar Walker. 3 THE COURT: And were you previous known as Ronnell 4 Demar Walker? 5 MR. BEY: Yes, before I corrected it and proclaimed my 6 nationality. 7 THE COURT: Okay. 8 MR. BEY: Corrected my status. 9 THE COURT: At the time this was instigated in June of 10 2014, you were known as Ronnell Demar Walker; is 11 that right? 12 MR. BEY: Was not. Incorrect. 13 THE COURT: Were you known as Ronnell Demar Walker in 14 June of 2014? 15 MR. BEY: I was called by that name, yes. 16 THE COURT: Okay. All right. Do you want to present 17 any testimony? 18 MR. BEY: As in pertaining to this case there is no -- 19 THE COURT: The only reason we're here is about this 20 case, so yeah, I'm asking you about this case -- 21 MR. BEY: You didn't let me finish. 22 THE COURT: -- do you want to present any testimony? 23 MR. BEY: Yeah. 24 THE COURT: Okay. Well, come on up here. We're going 25 to get you sworn in.
Page 38 1 outlined in the affidavit were a total -- in 2 total of \$9,345.00. The total cost outlined in 3 the affidavit of costs is \$1,627.10. And so for 4 a total amount that the plaintiff is seeking 5 including those attorney's fees and costs and 6 the additional interest through November 1st, 7 the total debt would be \$228,591.53. And 8 further, Your Honor, we would like to put a copy 9 of the notice of hearing into the record as an 10 exhibit. 11 (Plaintiff's Exhibit Number Eight was marked for 12 identification purposes.) 13 THE COURT: Mr. Bey, any objection to putting the 14 notice of today's hearing into the record. 15 MR. BEY: Same objection as before. I have not 16 received any monies from said plaintiff; 17 therefore, they're not entitled to any -- 18 THE COURT: All I'm asking about is the notice of 19 hearing. Did you get this notice of hearing 20 telling you to be here today? I'll take that as 21 a yes. It's been filed and it's appropriate. 22 So we'll admit that. 23 MR. BEY: Addressing the wrong person. 24 THE COURT: I'm sorry. 25 MR. BEY: This was sent but it was not addressed to me.	Page 40 1 RONNELL DEMAR BEY, being duly sworn and 2 cautioned to speak the truth, the whole truth and nothing 3 but the truth, testifies as follows: 4 DIRECT TESTIMONY BY MR. BEY: 5 THE COURT: Okay. Thank you, sir, you can be seated. 6 And same as with the other witness, give your 7 full name and your address, and spell your last 8 name for the court reporter. 9 MR. BEY: I am Ronnell Demar Bey. R-O-N-N-E-L-L, 10 Demar, B-E-Y. 11 THE COURT: And the address? 12 MR. BEY: I am in care of residence, 412 Eastover 13 Circle. 14 THE COURT: City? 15 MR. BEY: Summerville, South Carolina, republic. 16 THE COURT: Does it have a zip code? 17 MR. BEY: Caption 29483, end caption. 18 THE COURT: All right. So I'll hear from you. What 19 testimony do you want to tell me about? 20 MR. BEY: Plaintiff has not proven without reasonable 21 doubt that there are any -- that the plaintiff 22 has suffered any financial injury. I've been 23 repeatedly denied my due process rights that are 24 secured by the Constitution, Amendment VI, to 25 rights that everything against me. I have made

PROCEEDINGS

11 (Pages 41 to 44)

Page 41 1 numerous attempts to confer in order to retain 2 this documentation records and information to 3 which I have been repeatedly denied. I possess 4 certified receipts of my conference -- well, my 5 trying to confer with plaintiff so they were 6 properly notified. Plaintiff is in said default 7 and has been in said default under discovery and 8 disclosure since February 24th of this year. 9 Plaintiff has brung in a witness that I have no 10 firsthand knowledge, I've never met. He also 11 admitted under oath that he has no firsthand 12 knowledge to any financial injuries to 13 plaintiff. 14 MS. LYBRAND: Objection, Your Honor. That's not the 15 nature of the testimony. 16 THE COURT: Overruled. He can testify. Go ahead, Mr. 17 Bey. 18 MR. BEY: I have received recent documentation just 19 this morning that I have not been able to 20 prepare for. And I request time to prepare for 21 that as well. 22 THE COURT: What documents are you referring to? 23 MR. BEY: The documents on my table about the extended 24 15 days or some questions that I need to be 25 answering. I have not received -- she said	Page 43 1 with. 2 MR. BEY: I think it's a -- I think that's it. She 3 gave it to me as soon as I walked in. The first 4 one y'all gave to me. She should know. No, 5 that's not it. I'm sorry. That's not it. 6 MS. LYBRAND: It's over on the other side. This one? 7 MR. BEY: Yeah. 8 MS. LYBRAND: That one? 9 MR. BEY: Yes. 10 THE COURT: And what document is that? 11 MR. BEY: The order as to motion to dismiss. 12 THE COURT: That was the order that was reduced to 13 writing following our hearing in August, which I 14 had issued from the bench and that's just 15 setting forth the same thing that I said from 16 the bench. Is there anything else that you 17 indicated that you did not have an opportunity 18 to review prior to today? 19 MR. BEY: Yeah, I haven't received adequate information 20 or records on anything that I've asked for. I 21 received information that has had the majority 22 of the -- 23 THE COURT: My question was is there any of the 24 specific documents that you received today that 25 you are contending you did not have adequate
Page 42 1 earlier that she did not have my email and she 2 could not get the information to me before 3 today. 4 THE COURT: Tell me specifically what documents you're 5 referring to that you -- 6 MR. BEY: I would have to grab them off of that desk. 7 I don't remember exactly what it said, but I was 8 confronted with it when I had this -- when I 9 came in this morning. 10 THE COURT: Okay. All right. 11 MR. BEY: So with that being said, I request time to 12 review those documents. I also request that 13 this court strike everything that's been said 14 from said witness today under not having any 15 personal knowledge. I also request the right to 16 a jury trial and to face my accuser. To which 17 Ms. Lambridge is the agent and not the 18 principal. And this is -- I also -- therefore, 19 there is no facts on the record. There is 20 nobody here for me to cross-examine because said 21 witness was not present and has no personal 22 knowledge. 23 THE COURT: All right. Why don't you point to the 24 specific documents that you received today that 25 you're requesting additional time or have issue	Page 44 1 opportunity to review to go forward today? 2 MR. BEY: Yes. The sums and the amounts and everything 3 that she entered into evidence. 4 THE COURT: Payment history? 5 MR. BEY: Payment history is irrelevant when there 6 isn't a loan to secure anything that she's 7 claiming. 8 THE COURT: Anything further? 9 MR. BEY: Nothing further. 10 THE COURT: Okay. Mr. Bey, I'm going to hand you my 11 copy of the affidavit of attorney's fees. Do 12 you have objections, questions, comments or 13 observations relative to the amounts of this 14 request for attorney's fees? 15 MR. BEY: Objection. The amounts listed are in lieu of 16 a loan being issued between me and the said 17 plaintiff to which I have not been given any 18 documentation to prove that, no factual 19 documentation as to date. 20 THE COURT: Will you dispute the requested -- 21 MR. BEY: Yes, I do. 22 THE COURT: -- amounts? Why do you dispute the 23 requested amounts? 24 MR. BEY: Because I was never given any monies from 25 said plaintiff to owe any amounts to any said

PROCEEDINGS

12 (Pages 45 to 48)

Page 45 1 plaintiff. 2 THE COURT: Do you have specific objections as to any 3 of the costs that have been allegedly incurred 4 on behalf of this plaintiff in the prosecution 5 of this action? 6 MR. BEY: Yes. These costs were incurred in lieu of an 7 alleged loan being issued. 8 THE COURT: Okay. Do you contend that any of those 9 were not actually incurred by the plaintiff -- 10 MR. BEY: The basis -- 11 THE COURT: -- or are you just objecting to the basis 12 for them being incurred? 13 MR. BEY: I'm objecting to the basis of them being 14 incurred. 15 THE COURT: Okay. So you're not objecting to them 16 having been incurred, just as to the basis? 17 MR. BEY: I'm objecting to them not having -- I'm 18 objecting to them in lieu of them not -- those 19 being -- in lieu of an alleged loan that was 20 never an issue. There's no -- 21 THE COURT: I take that to mean you're objecting to the 22 basis but -- 23 MR. BEY: Exactly. 24 THE COURT: -- not the actual -- 25 MR. BEY: Yes.	Page 47 1 mine by inheritance. 2 Q: It's yours by inheritance. An inheritance from 3 who? 4 A: Because I'm the only one that actually put 5 actual monies down and can prove that I put 6 monies down on the said property. Plaintiff has 7 proven -- has not proven where they have any 8 interest in said property. 9 Q: Who did you inherit the property from? 10 A: The question is irrelevant. 11 MS. LYBRAND: I believe that's an objection, Your 12 Honor. 13 THE COURT: Just move along. 14 MS. LYBRAND: Okay. 15 Q: Do you recall ever purchasing this property from 16 an entity known as Fanny Mae? 17 A: I recall going to what was called -- what was 18 alleged as a closing. 19 Q: Okay. And based upon your recollection, what 20 occurred at that closing? 21 A: Apparently -- allegedly I was given a loan to 22 where I'm being refused now the document to 23 prove that. 24 Q: Do you recall ever signing any documentation at 25 that closing?
Page 46 1 THE COURT: -- amounts. Is that right? 2 MR. BEY: That's correct. 3 THE COURT: Okay. And is that likewise apply to the 4 amount of the attorney's fees requested? 5 MR. BEY: Likewise. 6 THE COURT: Okay. All right. Any cross-examination? 7 MS. LYBRAND: Very briefly, Your Honor. 8 CROSS-EXAMINATION BY MS. LYBRAND: 9 Q: Mr. Bey, when did you come to be known by the 10 name Ronnell Demar Bey? 11 A: I've always been Ronnell Demar Bey? 12 Q: Were you previously known by another name? 13 A: I was previously talked to as Ronnell Demar 14 Walker -- 15 Q: And when -- 16 A: -- before I -- go ahead. 17 Q: When did you shed that name as something that 18 you were willing to answer to? 19 A: A few years ago. 20 Q: Do you remember precisely? 21 A: Not precisely. A few years ago. 22 Q: Okay. And what is the basis of your claim to 23 the property at 412 Eastover Circle, 24 Summerville, South Carolina? 25 A: Basis of the claim to the property because it's	Page 48 1 A: Pursuing an alleged loan that was supposed to be 2 issued under coercion. 3 Q: Okay. So your claim is is that you were coerced 4 to enter this loan? 5 A: Yes. Under the auspices that I was going to be 6 given a loan. 7 Q: Can you clarify that statement? 8 A: That Prime Lending apparently said that they 9 gave me a loan. But from then to now, to date, 10 there is no records on it, or apparently I'm 11 being denied those records. 12 Q: Okay. Can I clarify your testimony for my 13 benefit and you tell me if I'm telling -- if I'm 14 saying the wrong thing? It's based upon your 15 testimony, you're saying that you agree that you 16 signed loan paperwork but you believe that you 17 were to receive cash species money as a result 18 of that loan paperwork; is that correct? 19 A: I signed that paper under coercion that I was 20 being given a loan. 21 Q: Okay. But you do admit that you signed the 22 documents? 23 A: Under coercion that I was being given a loan. 24 Q: Okay. And the loan under your definition is 25 money?

PROCEEDINGS

13 (Pages 49 to 52)

Page 49 1 A: Monies. That's what they're asking for in 2 return. 3 Q: Okay. 4 MS. LYBRAND: Your Honor, I don't have any further 5 questions. 6 THE COURT: Okay. You can step down, Mr. Bey. All 7 right. Anything further from the defense from 8 Mr. Bey, anything further. 9 MR. BEY: I did not receive adequate information to 10 prepare a defense. 11 THE COURT: And my question is now was there any other 12 testimony or witnesses or documents that you 13 want to present for me to consider? 14 MR. BEY: One second, Your Honor. The document that 15 was pulled off of the MERS website that she said 16 before about the days being conflicting, what 17 was your -- did you rule on that? 18 THE COURT: No, I hadn't heard that argument yet. You 19 mentioned it but hadn't argued that. Where 20 we're at right now is is there any documents or 21 testimony that you want to put into evidence. 22 If so you've got to tell me about it now. 23 MR. BEY: Yes. 24 THE COURT: Okay. And did you give Ms. Lybrand a copy 25 of that document?	Page 51 1 MR. BEY: Yes. 2 THE COURT: Okay. And that note that was put into 3 evidence was -- 4 MR. BEY: The 27th. 5 THE COURT: I guess my question was you got a copy of 6 the note. 7 MR. BEY: So exactly how can that be -- 8 THE COURT: Do you see where it's marked through and 9 it's got 20 on there and then it's got 27 above 10 it? You see that? 11 MR. BEY: Yeah, but I also see from the website when 12 that note was initiated. 13 THE COURT: I'm not sure if I'm following. I see 6/20 14 on the note. I see it marked out. I see some 15 initials next to it. I've got this document 16 that you're asking to be admitted and that 17 creates a conflict. 18 MR. BEY: Yes. 19 THE COURT: If I admit this document into evidence and 20 it says 6/20/14 note date on it, and I've got 21 the original note or a copy of the original note 22 in there, tell me what the significance of the 23 difference is. 24 MR. BEY: There's no way that a note could have been 25 authenticated or even generated on the 20th if I
Page 50 1 MR. BEY: No, I didn't. 2 MS. LYBRAND: I'm okay. 3 THE COURT: Let me take a look. Tell me what this is 4 and why should I admit it. 5 MR. BEY: Mr. Crawford has testified to the note being 6 executed on the 17th of June. This document was 7 pulled off of the actual MERS website that's 8 referenced in my actual -- in the alleged 9 mortgage. From the implication on their website 10 with -- and the way this is tied in and should 11 be admissible is through the first account 12 number that I received from them. I placed that 13 account number in there and this is what I 14 received. We're being told today by said 15 witness that this alleged note was executed on 16 the 27th -- I mean on the 27th, yes. But this 17 documentation from MERS itself from their 18 website says that the note was executed on the 19 20th. I would like some clarification on that. 20 And since said witness testified under oath to a 21 different date, that's a conflict of interest. 22 THE COURT: So you're telling me that this document is 23 something from MERS and it shows the note date 24 as 6/20/14 and that you take issue with that; is 25 that right?	Page 52 1 didn't sign the note till the 27th. If I didn't 2 allegedly sign for the loan on the 27th. 3 THE COURT: So your position is that it wasn't -- that 4 this demonstrates that there was no proper note 5 or loan on whatever the date was, on 6/20 or 6 6/27; is that right? 7 MR. BEY: That is -- exactly. That is the basis for my 8 request for a discovery disclosure, to clarify 9 whether or not we had -- 10 THE COURT: Now, we're not going to go back and visit 11 discovery -- 12 MR. BEY: I understand. 13 THE COURT: -- because we've already addressed all 14 that. Ms. Lybrand, any objection to this being 15 admitted into evidence? 16 MS. LYBRAND: Yes, Your Honor, that document has not 17 been authenticated or otherwise provide -- he 18 has not provided any witness or affidavit which 19 would authenticate that document as being a 20 truthful and accurate representation of the MERS 21 website or the MERS records. 22 THE COURT: I'm going to allow it and I'll allow the 23 implication or the effect as I deem appropriate. 24 All right. Other than that document, any other 25 document that you need to present as the

P R O C E E D I N G S

14 (Pages 53 to 56)

Page 53 1 defendant? 2 (Defendant's Exhibit Number One was admitted into 3 evidence.) 4 MR. BEY: My other document is the actual original note 5 that I signed and -- 6 THE COURT: So you have the original note that you 7 signed? 8 MR. BEY: The one that I signed and also notes to where 9 -- the way I look at it we have no recollection 10 of a person by the name of Susan Safil. I've 11 never met this individual. The note that I 12 signed was in blank. I'd like for said 13 plaintiff to explain why that was in blank an 14 who is said Susan -- 15 THE COURT: All right. You're confusing the situation. 16 You've finished testimony. I'd asked you for 17 anything additional that you were going to 18 present. Do you have any other witnesses or 19 documentation that you want to present? 20 MR. BEY: No, not at this time, Your Honor. 21 THE COURT: Okay. This is the only time. Once I close 22 the evidence, we're done. Do you understand 23 that? 24 MR. BEY: No, I do not. 25 THE COURT: All right. Well, that seems to be self-	Page 55 1 usually is -- the sales dates are usually the 2 first week of the month on Wednesday. It will 3 either be November, December, possibly January. 4 A copy of that will be sent to you. Once I 5 finalize the order, it will be filed and a copy 6 will be sent to you at the Eastover address that 7 you provided. And upon receipt of that you can 8 take any steps you feel necessary as to appeal 9 or motions as are appropriate. All right? 10 Anything further. 11 MS. LYBRAND: Nothing further from the plaintiff, Your 12 Honor. 13 THE COURT: All right. Thank you, Ms. Lybrand. Thank 14 you, Mr. Bey. Good luck for you. 15 MR. BEY: For the record, on the record, let the 16 records show that I will be filing a 17 counterclaim for fraud upon the Court and 18 violation of human rights as well as civil 19 rights. 20 THE COURT: And you absolutely file whatever you feel 21 is necessary to protect yourself as appropriate. 22 Good luck to you, Mr. Bey. 23 (There being nothing further, there hearing concluded at 24 10:44 a.m.) 25
Page 54 1 explanatory. All right. Anything further from 2 the plaintiff? 3 MS. LYBRAND: No, Your Honor. 4 THE COURT: Okay. Ms. Lybrand, I want you to prepare 5 an order, an order of foreclosure. 6 MS. LYBRAND: I have a proposed order, but you want me 7 to make changes? 8 THE COURT: Well, I'll take your proposed order for 9 review and maybe you should forward it to me by 10 way of email if I deem it necessary to make any 11 adjustments or changes in the order to apply to 12 what occurred today and that may very well 13 happen. Mr. Bey, I'm taking this proposed order 14 as something to consider. I'll adjust it to 15 reflect, like I said, any changes, differences 16 or adjustments that I think are necessary in 17 order to reflect my rulings and positions here 18 today. But I'm going to grant the relief. I'm 19 going to establish the amount based upon the 20 figures here in front of me. I can't call them 21 out specifically, but I'll make that 22 determination in that amount and order the 23 foreclosure sale of the property. There will be 24 a foreclosure sale notice they'll execute. I do 25 not know what the date of that will be. It	Page 56 1 CERTIFICATE OF REPORTER 2 I, JAIME D. NEWTON, COURT REPORTER AND NOTARY PUBLIC IN 3 AND FOR THE STATE OF SOUTH CAROLINA AT LARGE, HEREBY 4 CERTIFY THAT I REPORTED THE FINAL FORECLOSURE HEARING ON 5 THURSDAY, THE 13TH OF OCTOBER 2016, AND THAT THE FOREGOING 6 55 PAGES CONSTITUTE A TRUE AND CORRECT TRANSCRIPTION OF 7 SAID HEARING. 8 I FURTHER CERTIFY THAT I AM NEITHER ATTORNEY NOR 9 COUNSEL FOR, NOR RELATED TO OR EMPLOYED BY ANY OF THE 10 PARTIES CONNECTED WITH THIS ACTION, NOR AM I FINANCIALLY 11 INTERESTED IN SAID CAUSE. 12 I FURTHER CERTIFY THAT THE ORIGINAL OF SAID TRANSCRIPT 13 WAS THEREAFTER SEALED AND DELIVERED TO ERICA G. LYBRAND, 14 ESQUIRE, ROGERS, TOWNSEND & THOMAS, PC, 1221 MAIN STREET, 15 14TH FLOOR, COLUMBIA, WHO WILL RETAIN THIS SEALED ORIGINAL 16 TRANSCRIPT AND SHALL BE RESPONSIBLE FOR FILING SAME WITH 17 THE COURT PRIOR TO TRIAL OR ANY HEARING WHICH MIGHT RESULT 18 IN A FINAL ORDER ON ANY ISSUE. 19 IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS 20 23RD DAY OF NOVEMBER, 2016. 21 22 JAIME D. NEWTON, COURT REPORTER 23 MY COMMISSION EXPIRES MAY 14, 2017 24 25

FORM 4

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

JUDGMENT IN A CIVIL CASE
CASE NO. 2015-CP-08-00965

PrimeLending, A PlainsCapital Company

Ronnell Demar Walker a/k/a Ronnell D. Walker;
South Pointe Homeowners Association;

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Erica G. Lybrand (SC Bar # 79052) Rogers Townsend & Thomas, PC 1221 Main Street, 14 th Floor Post Office Box 100200(29202) Columbia, SC 29201 (803) 744-4444 (803) 343-7013 - Fax info@rtt-law.com	Attorney for : ☒ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant
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DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT:** This action came before the court for a trial by jury. The case has been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT:** ☐ See Page 2/3 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRCP; ☐ Rule 41, SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

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

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

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.
Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A		

FILED
16 OCT 18 PM 1:57
CLERK OF COURT
BERKELEY COUNTY, SC

ME

DW

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the County of Berkeley, State of South Carolina, and known and designated as Lot 13, Phase I, on a plat by Harold J. Willson, Surveyor, dated April 9, 1985, entitled "Phase I of Dovewood Subdivision, South Pointe Development Owned by Pinucan Peters Development, Inc., located in the Town of Summerville, Dorchester County, South Carolina" recorded in the Office of the Clerk of Court for Dorchester County, in Plat Cabinet E, Slide 164, and recorded in the RMC Office for Berkeley County in Plat Cabinet F, Page 66, said lot having such location, butting, bounding and measurements as will by reference to said plat more fully appear.

This being the same property conveyed to Ronnell D. Walker by deed Fannie Mae a/k/a Federal National Mortgage Association, dated June 27, 2014 and recorded July 3, 2014 in Book 10838 at Page 41 in the Office of the Register of Deeds for Berkeley County

TMS# 2320701013

412 Eastover Circle
Summerville, SC 29483

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


Circuit Court Judge/Master in Equity/Special Referee

3079
Judge Code

10/18/16
Date

For Clerk of Court Office Use Only

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

Erica G. Lybrand
Rogers Townsend & Thomas, PC
P.O. Box 100200
Columbia, SC 29202-3400
ATTORNEY(S) FOR THE PLAINTIFF(S)
506951-00925 EL:1

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Ronnell Demar Walker a/k/a Ronnell D. Walker
Ronnell Walker a/k/a Ronnell Demar Bey
412 Eastover Circle
Summerville, SC 29483

South Pointe Homeowners Association
C/O Bob Sidekas 303 Fox Squirrel Run,
Summerville, SC 29483

Court Reporter:

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

PrimeLending, A PlainsCapital Company,

Plaintiff,

v.

Ronnell Demar Walker a/k/a Ronnell D. Walker,
South Pointe Homeowners Association;

Defendant(s).

(506951-00925 EL1)

Erica G. Lybrand, Esquire
Attorney for the Plaintiff

Ronnell Demar Walker a/k/a
Ronnell D. Walker a/k/a
Ronnell Demar Bey
Pro Se Defendant

IN THE COURT OF COMMON PLEAS

DOCKET NO. 2015-CP-08-00965

**JUDGMENT OF FORECLOSURE AND
SALE**

Deficiency Judgment Waived

16 OCT 18 PM 1:57
MASS P. OROON
CLERK OF COURT
BERKELEY COUNTY, S.C.

FILED

A hearing was held October 13, 2016 at 9:30 A.M. Evidence was presented, which is reported herewith, and from the evidence, I find and conclude as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

1. The Lis Pendens was filed on April 17, 2015.
2. The Summons and Complaint were filed on April 17, 2015.
3. Service was made upon all Defendants as shown by the proofs of service filed herein.
4. Defendants Ronnell Demar Walker a/k/a Ronnell D. Walker a/k/a Ronnell Demar Bey (Walker), South Pointe Homeowners Association, are in default.
5. Defendant Ronnell Demar Walker a/k/a Ronnell D. Walker a/k/a Ronnell Demar Bey (Walker) is not in the Military Service of the United States of America, as contemplated under The Servicemembers Civil Relief Act, 50 U.S.C. 3901 et. seq. as shown by affidavit, certificate or order filed herein.
6. Defendant raised various issues and made Motions to Dismiss, Motions to Compel and participated at trial.

7. Pursuant to the South Carolina Supreme Court Administrative Order 2009-05-22-01 dated May 22, 2009, the Plaintiff set forth its belief in its Complaint or by Affidavit, which is already of record in this case, that the mortgage loan which is the subject of this foreclosure action is not eligible for modification pursuant to the terms of the Home Affordable Modification Program (HMP). Defendant provided no evidence to the contrary.

8. Attorney for the Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011.

9. All Defendants and all attorneys of record were notified of the time, date, and place of the hearing by letter and certificate of mailing of record herein.

10. Defendant Walker for value received, made, executed and delivered a Fixed Rate Note dated June 27, 2014 promising thereby to pay to Plaintiff or its predecessor the sum of \$188,522.00 with interest at 4.25% per annum. Other terms and conditions are stated in the Fixed Rate Note, of record herein.

11. To better secure the payment of the Fixed Rate Note described above, Defendant Walker made, executed, and delivered to Mortgage Electronic Registration Systems, Inc., as nominee for PrimeLending, A PlainsCapital Company, its successors and assigns a certain real estate Mortgage in writing, dated June 27, 2014 covering real property in Berkeley County, which is the same as that described in the Complaint. This Mortgage was filed on July 3, 2014, and is of record in the Office of RMC/ROD in Book 10838 at Page 47. This Mortgage was assigned to PrimeLending, A PlainsCapital Company by assignment dated April 2, 2015 and recorded April 8, 2015 in Book 11310 at Page 74. The servicer of the loan is Cenlar F.S.B.

12. The sum of \$10,972.19 is a reasonable fee to allow Plaintiff's counsel for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Fixed Rate Note and Mortgage. This fee is likewise reasonable based on the time necessarily devoted to representation of Plaintiff during the several month course of these proceedings. The services of counsel performed for Plaintiff, which include the number and types of pleadings and documents prepared, the incumbent liabilities, and the difficulties involved in this particular case also support the fee awarded. The fee is also reasonable given the professional standing of Plaintiff's counsel and their experience in handling foreclosure matters. The fee awarded herein is also reasonable in light of the fees customarily awarded by this court for similar services in this locality. Moreover, the efforts of Plaintiff's counsel have had the beneficial result of a prompt foreclosure of the Mortgage. Services anticipated to be performed until final adjudication contemplate completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time. Defendant Walker did not object to the amount of the costs or fees, but merely objected that since there was no loan or default of the loan there was no basis for an award.

13. Defendant Walker objected to the servicer's representative's testimony regarding loan documents, payment history and accounting. The loan documents (Note, Mortgage, payment history, accounting) were admitted over the objections as properly authenticated business records. Further, Plaintiff's witness was properly qualified as a corporate representative of the loan servicer to allow testimony concerning records or compilation of records kept in the ordinary course of business. According to Plaintiff's records and accounting, after all payments received by Plaintiff have been credited to the subject loan, the amount due and owing on the Fixed Rate Note, with interest at the rate provided in the Fixed Rate Note, advances made by Plaintiff, and other costs and expenses of the action, including a reasonable attorney fee, all secured by the Fixed Rate Note and Mortgage, is as follows:

Principal	\$187,740.05
Interest from October 1, 2014, through October 1, 2016 at a rate of 4.25%	\$15,957.84
Interest from October 2, 2016 through November 1, 2016 at a rate of 4.25% (Monthly interest-FHA Loan)	\$664.91
Escrow/Advances	\$12,816.54
Corporate Advance Balance (Less Attorney's Fees and Costs)	\$440.00
Attorney Fees and Costs	\$10,972.19
• Foreclosure Flat Rate Fees ... \$1,330.00 • Litigation Hourly Fees ... \$8,015.00 (58.70 hours) • Costs ... \$1,627.19	
Total Debt Secured by the Note and Mortgage	\$228,591.53

14. I find that Defendant Walker is in default of the terms of the Note and Mortgage referenced herein for non-payment of the amounts set forth above.

15. I find that interest shall accrue to the above stated "Total Debt" after the date of judgment at the rate of 4.25% per annum (pursuant to the terms of the Fixed Rate Note and Mortgage). Accrued interest shall be added to the "Total Debt" and shall comprise the amount of the Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

16. Plaintiff is seeking the usual foreclosure of the Mortgage and has expressly waived the right to a personal or deficiency judgment.

17. The following Defendant may claim a subordinate lien upon or subordinate legal interest in the subject property and in the event there is a surplus from the sale of the subject property, this Defendant may present through any such lien or legal interest a claim to the surplus at a hearing subsequent to the sale, in accordance with Rule 71(c) South Carolina Rules of Civil Procedure. The said Defendant is as follows:

- a. South Pointe Homeowners Association by virtue of any lien enforceable assessments claimed as provided for in the Declaration of Covenants, Conditions, and Restrictions and any amendments thereto. Also including any other liens they may have.

IT IS THEREFORE ORDERED:

1. Plaintiff has fully complied with The South Carolina Supreme Court Administrative Orders 2009-05-22-01 dated May 22, 2009 and 2011-05-02-01 dated May 2, 2011, and the foreclosure action may proceed.

2. There is due on the Fixed Rate Note and Mortgage set forth in the Complaint the sum of \$228,591.53, as set out in the Findings of Fact *supra*, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

3. The amount due in the preceding paragraph (the "Final Total Debt" as set out in the Findings of Fact *supra*) shall accrue interest at the rate of 4.25% per annum and together with such interest shall constitute the total judgment debt due Plaintiff.

4. The amount of the judgment shall be subject to increase to permit Plaintiff to recover additional costs, commissions, and expenses not included in the minimum deposit previously made in compliance with S.C. Code Ann. §14-11-310 (1976). It may also increase to include supplemental compensation for attorneys' services not contemplated by the initial fee award. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs or supplemental compensation. Such additional costs, commissions and expenses may be established by affidavit and shall be adjudicated by the court without further hearing.

5. Defendant Walker is liable for the aforesaid judgment debt of the Fixed Rate Note and Mortgage including interest at the rate of 4.25% per annum and shall pay on or before the date of sale of the property hereinafter described, to Plaintiff or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, including with the costs and disbursements of this action.

6. On default of payment at or before the time of the sale of the property, the mortgaged property described hereinafter shall be sold by the below signed Master in Equity or Special Referee or other court-appointed or designated agent or auctioneer at public auction at the Berkeley County Courthouse, in the City of Moncks Corner, and State of South Carolina on a sales day determined by the below signed Master in Equity or Special Referee, on the following terms:

- a. For cash or its equivalent: An immediate deposit of 5% is required on the amount of the bid. The deposit will be applied to the purchase price when total compliance is made. In the event compliance is not made, the deposit shall be forfeited without further hearing and applied first to costs and expense of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse either to make the required deposit at time of bid or to comply with the other terms of the bid within 30 days, then the property may be re-sold on the same terms and conditions on the same or some subsequent sales day and at the risk of the defaulting bidder.

- b. Interest on the balance of the bid after the deposit is applied shall be paid through the day of compliance at the Note rate of 4.25%.
 - c. The sale shall be subject to taxes and assessments, existing easements and restrictions, and any other senior encumbrances.
 - d. Purchaser shall pay for any statutory commission on sale from the proceeds of the final bid amount.
 - e. Purchaser shall pay for deed preparation, costs of recording the deed, and transfer taxes on the deed.
 - f. Purchaser shall be entitled to possession of the premises only after Purchaser fully complies with the bid amount and a deed is issued by the Master in Equity or Special Referee.
7. A personal or deficiency judgment having been waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.
8. Plaintiff may waive any of its rights, in accordance with Rule 71, of the South Carolina Rules of Civil Procedure, prior to sale.
9. The Master in Equity will give notice of the time and place of the sale by advertisement according to law and the terms thereof by advertisement according to law and will execute to the Purchaser a deed to the property sold. Plaintiff or any other party to this action may become a purchaser at such sale. If, upon such sale being made, the Purchaser should fail to comply with the terms thereof within 30 days after date of sale, then the Master in Equity 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.
10. In the event an agent of Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the same terms and conditions as set forth in this Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.
11. If Plaintiff is the successful bidder at the said sale for a sum not exceeding the amount of costs and expenses of the sale, plus the indebtedness of Plaintiff in full, Plaintiff may pay to the Master in Equity only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.
12. The Master in Equity will apply the proceeds of the sale as follows:
- FIRST: To the payment of the permitted costs, charges, and expenses of this action, including any attorney fee awarded under this or any other Order of this Court;
- NEXT: To the payment to Plaintiff or Plaintiff's attorney of the amount of Plaintiff's debt and interest or so much thereof as the purchase money will pay on the same; and the Plaintiff's attorney shall receive and disburse such funds only in absolute compliance with Plaintiff's principal, interest allowable

advances, and related calculations of this Court, including the Court's award for attorney fees, court permitted charges and taxable costs pursuant to Rules 54 and 71 of the South Carolina Rules of Civil Procedure and the terms of the Note and Mortgage;

NEXT: Any surplus will be held pending further Order of the Court as provided for in the South Carolina Rules of Civil Procedure, particularly Rule 71(c) of the South Carolina Rules of Civil Procedure.

13. In the event the successful bidder is someone other than the Defendant(s) in possession of the subject property, the Sheriff of Berkeley County upon issuance of a Writ of Assistance is ordered and directed to eject and remove from the property the occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet, and peaceable possession of said property without delay, and to keep said successful bidder or his assigns in such peaceable possession. All valid tenant rights shall be protected pursuant to the Protecting Tenants at Foreclosure Act of 2009.

14. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in the event the successful bidder is other than the Defendant in possession herein, the Sheriff, upon receipt of a Writ of Assistance or other order of ejectment, is authorized 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 full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

15. The Defendant(s) named herein, and all persons whosoever claiming under Defendant(s), are forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged property so sold, or any part thereof.

16. In accordance with Rule 77(d), of the South Carolina Rules of Civil Procedure, the Clerk of Court shall serve a notice of entry of this Judgment of Foreclosure upon all parties not in default for failure to appear in this action.

17. The deed of conveyance made pursuant to the foreclosure sale shall contain the names of only the first-named Plaintiff and the first-named Defendant(s), and the Defendant(s) who was/were the titleholder(s) of the mortgaged property at the time of the filing of the notice of pendency of the within action, and the name of the grantee. The Register of Deeds/Clerk of Court is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

18. The undersigned will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.

19. The following is a description of the property herein ordered to be sold:

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the County of Berkeley, State of South Carolina, and known and designated as Lot 13, Phase I, on a plat by Harold J. Willson, Surveyor, dated April 9, 1985, entitled

"Phase I of Dovewood Subdivision, South Pointe Development Owned by Finucan Peters Development, Inc., located in the Town of Summerville, Dorchester County, South Carolina", recorded in the Office of the Clerk of Court for Dorchester County, in Plat Cabinet E, Slide 164, and recorded in the RMC Office for Berkeley County in Plat Cabinet F, Page 66, said lot having such location, butting, bounding and measurements as will by reference to said plat more fully appear.

This being the same property conveyed to Ronnell D. Walker by deed Fannie Mae a/k/a Federal National Mortgage Association, dated June 27, 2014 and recorded July 3, 2014 in Book 10838 at Page 41 in the Office of the Register of Deeds for Berkeley County.

Property Address: 412 Eastover Circle
Summerville, SC 29483

TMS# 2320701013



Dale E. Van Slambrook
Berkeley County Master in Equity

10/18, 2016
Moncks Corner, South Carolina

NOTICE OF SALE

BY VIRTUE of a decree heretofore granted in the case of: PrimeLending, A PlainsCapital Company vs. Ronnell Demar Walker a/k/a Ronnell D. Walker; South Pointe Homeowners Association, C/A No. 15-CP-08-00965, the following property will be sold on December 7, 2016, at 11:00 AM at the Berkeley County Courthouse to the highest bidder:

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the County of Berkeley, State of South Carolina, and known and designated as Lot 13, Phase I, on a plat by Harold J. Willson, Surveyor, dated April 9, 1985, entitled "Phase I of Dovewood Subdivision, South Pointe Development Owned by Finucan Peters Development, Inc., located in the Town of Summerville, Dorchester County, South Carolina", recorded in the Office of the Clerk of Court for Dorchester County, in Plat Cabinet E, Slide 164, and recorded in the RMC Office for Berkeley County in Plat Cabinet F, Page 66; said lot having such location, butting, bounding and measurements as will by reference to said plat more fully appear.

Derivation: Book 10838 at Page 41
412 Eastover Circle, Summerville, SC 29483

TMS# 2320701013

SUBJECT TO ASSESSMENTS, BERKELEY AD VALOREM TAXES, BASEMENTS AND/OR, RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES.

TERMS OF SALE: A 5% deposit in certified funds is required. The deposit will be applied towards the purchase price unless the bidder defaults, in which case the deposit will be forfeited. If the successful bidder fails, or refuses, to make the required deposit on the day of sale or fails or refuses to comply with the bid within 30 days, then the property will be resold at the bidder's risk. No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately. The successful bidder will be required to pay interest on the balance of the bid after the deposit is applied from date of sale to date of compliance with the bid at the rate of 4.25% per annum. For complete terms of sale, see Judgment of Foreclosure and Sale filed with the Berkeley County Clerk of Court at C/A #2015-CP-08-00965.

NOTICE: The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of title to be conveyed by obtaining an independent title search prior to the foreclosure sale date.

John J. Hearn, Esq.
Attorney for Plaintiff
P.O. Box 100200
Columbia, SC 29202-3200
(803) 744-4444
006951-00925

Website: www.rll-law.com (see link to Resources/Foreclosure Sales)


Dale E. Van Stambrook
Master in Equity for
Berkeley County

NOTICE TO PRINTER: Please insert:

____ Once during week commencing _____
____ Once during week commencing _____
____ Once during week commencing _____