

STATE OF SOUTH CAROLINA

In the Court of Appeals

23030

APPEAL FROM DARLINGTON COUNTY
Court of Common Pleas

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SC Court of Appeals

The Honorable Martin S. Driggers, Special Referee

Appellate Case No.: 2015-002194

Case No.: 2012-CP-16-1021

Vanderbilt Mortgage and Finance, Inc.,.....Respondent,

Vs.

Ashton C. Bull, Linda Bull, Park Avenue Homes, South Carolina Department of Motor Vehicles,
Defendants,

Of Whom Ashton C. Bull and Linda Bull are the Appellants.

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA)
COUNTY OF DARLINGTON.)
Vanderbilt Mortgage and Finance, Inc.,)
Plaintiffs,)
Ashton C. Bull, Linda Bull, Park Avenue)
Homes, South Carolina Department of)
Motor Vehicles,)
Defendants.)

IN THE COURT OF COMMON PLEAS

CASE NO.: 2014-CP-14-00034

2012-CP-16-1021

ORDER DENYING MOTION
TO ALTER OR AMEND

This matter comes before me as Special Referee for Darlington County on June 8, 2015, upon Motion of the Defendants, Ashton C. Bull and Linda Bull ("Defendants") pursuant to Rules 52, 59, and 60 of the South Carolina Rules of Civil Procedure, seeking a reconsideration of the findings of fact and conclusions of law in my Order granting Summary Judgment as to the issue of whether Plaintiff has an equitable lien on the subject mobile home in this matter. After consideration of the motion, the motion is denied.

Based upon a review of the file and statements of the attorneys at the previous hearing, there is no basis to alter or amend the judgment. In order to alter or amend findings under SCRCP 52, the original findings must be "without evidentiary support or against the clear preponderance of the evidence." *Geddings v. Geddings*, 319 S.C. 213, 460 S.E.2d 376, 378 (1995). "In an action at law tried without a jury, the trial court's findings will be upheld if they are supported by any reasonable evidence." *Palmettonet, Inc. v. S.C. Tax Comm*, 318 S.C. 102, 456 S.E.2d 385, 387 (1995). A motion to alter or amend under Rule 59 also allows a "trial judge to 'reconsider matters properly encompassed in a decision on the merits.'" *Arnold v. State*, 309 S.C. 157, 172, 420 S.E.2d 834, 842 (1992). Under Rule 59, a party can preserve issues for appeal and have another opportunity to prove his case. *Vinson v. Jackson*, 377 S.C. 166, 452

S.E.2d 249, 250 (1997). Finally, Rule 60 allows amendment for mistake or newly discovered evidence. This requires a particularized showing of any mistake or newly discovered evidence. *Tobias v. Rice*, 386 S.C. 306, 688 S.E.2d 552, 554 (2010). The burden is on the moving party, and the motion is in the sound discretion of the judge and will not be disturbed absent an abuse of discretion. *Tri-County Ice and Fuel v. Palmetto Ice*, 303 S.C. 237, 399 S.E.2d 779, 782 (1990). Abuse of discretion "arises where the trial judge was controlled by error of law or where his order is based on factual conclusions that are without evidentiary support. *Id.*

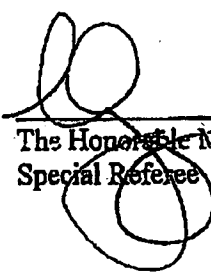
Here, Defendant moved to alter or amend within the proper time frame. However, Defendant has not made a particularized showing of any mistake of law or new evidence. Furthermore, Defendant cannot show that the factual findings of the original Order are without evidentiary support. All the conclusions of law in the Order were based on reasonable evidence presented by the Plaintiff. Defendant cannot show that the clear preponderance of the evidence warrants overturning the previous judgment. Therefore, there is no abuse of discretion as there are no clear errors of law and all factual findings have evidentiary support.

In addition, Defendant argues in its motion that the Court's ruling is improper as it was issued prior to a jury trial, which Defendant demanded. However, Defendant is not entitled to a jury trial. In an equity action, defendants are entitled to a trial by jury on their counterclaims when the counterclaims are both legal and compulsory. *Johnson v. S.C. National Bank*, 292 S.C. 51, 53, 354 S.E.2d 895, 896 (1987). Whether an action is legal or equitable depends on the relief sought. *First Union Nat'l Bank v. Soden*, 333 S.C. 554, 574, 511 S.E.2d 372, 382 (Ct.App 1998). The test used to determine if a counterclaim is compulsory is the logical relationship test. *First Citizens Bank and Trust Co. v. Hucks*, 305 S.C. 296, 298, 408 S.E.2d 222, 223 (1991). In that case, which involved a foreclosure on a note and mortgage and a purported oral agreement,

the Court held "there is a logical relationship between the enforceability of the note which is the subject of the foreclosure and the validity of the purported oral agreement." *Id.* In essence, the "logical relationship" determination is made by asking whether the counterclaim would affect the lender's right to enforce the note and foreclose the mortgage. *Advance Intern., Inc. v. N.C. Nat'l Bank of S.C.*, 316 S.C. 266, 269-70, 449 S.E.2d 580, 582 (Ct.App.1994). In one foreclosure, the Court ruled that a defense was permissive because it bore no logical relationship to the enforcement of the note. *Wells Fargo v. Smith*, 398 S.C. 487 (Ct.App 2012). In this case, Defendant's only counterclaim alleges negligence on the part of Vanderbilt in failing to retire the title. Defendant argues that this prevented them from refinancing the loan or having it modified. While this is a legal counterclaim, under the logical relationship, this counterclaim does not go to the enforceability of the note. Therefore, there is no compulsory counterclaim as stated by the court, and Defendants are not entitled to a jury trial.

Due to the foregoing, it is therefore, **ORDERED, ADJUDGED, AND DECREED**, that the Defendants Motion to Alter is denied;

AND IT IS SO ORDERED.



The Honorable Martin S. Driggers, Sr.
Special Referee

Darlington, South Carolina
8/20, 2015

STATE OF SOUTH CAROLINA)

COUNTY OF DARLINGTON)

Vanderbilt Mortgage and Finance, Inc.,)

Plaintiffs,)

Ashton C. Bull, Linda Bull, Park Avenue)
Homes, South Carolina Department of)
Motor Vehicles,)

Defendants.)

IN THE COURT OF COMMON PLEAS

CASE NO.: ~~2014-CP-14-00034~~

2013CP1601021

ORDER GRANTING
SUMMARY JUDGMENT

FILED
2015 MAY 11 AM 11:50
SCOTT B. SUGGS
CLERK OF COURT/R.O.
DARLINGTON COUNTY, S.C.

This matter comes before me as Special Referee for Darlington County on April 3, 2015, upon Motion of the Plaintiff, Vanderbilt Mortgage and Finance, Inc. ("Vanderbilt") pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, seeking an Order granting Summary Judgment as to the issue of whether Plaintiff has an equitable lien on the subject mobile home in this matter. After consideration of the motion, submissions of the parties, and testimony at the hearing, the Court finds as follows:

FINDINGS OF FACT

1. July 14, 2003, Defendant Ashton Bull ("Mr. Bull") purchased a Champion Model Manufactured Home from CIT Homes.
2. In connection with his purchase of the home, Mr. Bull executed and delivered to CIT Group/Consumer Finance Inc. a Promissory Note ("Note") promising to pay back the sum of \$85,600.00, with interest at a rate of 9.35% per annum.
3. Mr. Bull further executed a Rider to Promissory Note in which he gave CIT a security interest in the Manufactured Home which was identified as a 2003 Champion Model Manufactured Home, Serial No. 23-03-79805296ABC.

4. CIT advanced the funds necessary for Mr. Bull to purchase the mobile home as provided for in the Note.

5. Mr. Bull executed and delivered a Real Estate Mortgage ("Mortgage"), over the land located at 1108 Farmhouse Lane, Darlington, SC.

6. The property description to the Mortgage included the 2003 Champion mobile home, Serial #23-03-798-05296ABC.

7. In August, 2003, Mr. Bull received a mobile home that was not identified on the mortgage but instead was a 2004 Champion mobile home, VIN#23-04-79805602ABC.

8. In his deposition, Mr. Bull testified that he knew upon delivery that the mobile home that was delivered was not the one identified on the Rider and the Mortgage.

9. Despite the misidentification of the home being delivered, Mr. Bull continued to live in the home and make payments on the loan from July 14, 2003 until the day of default on April 15, 2012.

10. That CIT assigned the Note and Mortgage to the Plaintiff Vanderbilt on September 9, 2008.

11. Mr. Bull has admitted that he intended to take out a loan for the mobile home and understood that if he did not make payments, Vanderbilt would be entitled to repossession or foreclosure. (deposition of Ashton Bull, p. 68-70);(deposition of Linda Bull, p. 29, 31)

12. Mr. Bull signed numerous documents stating that Vanderbilt would have a security interest in a mobile home on his property and testified in his deposition that he understood he was giving the lender a security interest in the home. (deposition of Ashton Bull, p. 68-70)

13. Mr. Bull has not disputed signing these documents, including the Note and Mortgage. (deposition of Ashton Bull, p. 20, 23-24, 32,36); (deposition of Linda Bull, p. 27, 31)

14. The Court finds as a matter of fact that there is a debt owed by Mr. Bull to Vanderbilt.

15. The Court finds as a matter of fact that there is a specific property to which the aforementioned debt attaches and it can be described to more than a reasonable certainty as the 2004 Champion mobile home, VIN#23-04-79805602ABC located at at 1108 Farmhouse Lane, Darlington, SC.

16. The Court finds as a matter of law that the testimony of the witnesses shows that there was an express intent of both parties that the mobile home and land would serve as security for payment of the debt.

CONCLUSIONS OF LAW

17. In order for an equitable lien to arise on a specific piece of property, the person claiming the lien must show three things. "There must be a debt, a duty or obligation owing from one person to another, a res to which the obligation attaches, which can be described with *reasonable certainty*, and an intent, expressed or implied that the property serve as security for the payment or obligation." *Carolina Attractions, Inc. v. Courtney*, 287 S.C. 140, 145, 337 S.E.2d 140 (1985) (emphasis added). See 51 Am.Jur.2d *Liens* Section 24 (1970); *California Bank v. Leahy*, 129 Cal.App. 243, 18 P.2d 709, 711 (1933).

18. A lien will relate back to the time of its creation, even if it is not recognized until a judicial determination is entered. *Regions Bank v. Wingard Properties*, 394 S.C. 241, 250, 715 S.E.2d 348, 353 (Ct.App. 2011)(quoting *Horry Cnty. V. Ray*, 382 S.C. 76, 83-84, 674 S.E.2d 519, 524 (Ct.App. 2009)).

19. Equitable liens will always rest on an express or implied contract. *Id.*

It appears from the pleadings and motions filed herein, that the Plaintiff is entitled to Summary Judgment against the Defendants as to its first and second cause of action. Plaintiff is further entitled to a declaration that it is entitled to a equitable lien on the subject property located at 1108 Farmhouse Lane, Darlington, South Carolina, and the 2004 Champion mobile home, VIN#23-04-79805602ABC. This equitable lien shall be a first priority lien.

Plaintiff is also entitled to Summary Judgment granting a reformation of the mortgage to reflect the correct VIN of the mobile home as VIN #23-04-79805602ABC

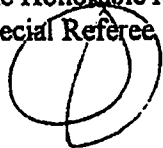
Finally, Plaintiff is entitled to an Order correcting the legal description on the aforementioned mortgage.

Due to the foregoing, it is therefore, ORDERED, ADJUDGED, AND DECREED, that the Plaintiff's Motion for Summary Judgment against the Defendants is granted;

AND IT IS SO ORDERED.



The Honorable Martin S. Driggers, Sr.
Special Referee



Darlington, South Carolina
5/6, 2015

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON

Vanderbilt Mortgage and Finance, Inc.

Plaintiff,

-VS-

Ashton C. Bull, Linda Bull, Park
Avenue Homes, South Carolina
Department of Motor Vehicles,

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO. 2012-CP-16-1021

PLAINTIFF'S MOTION AND ORDER FOR
REFERENCE

IT APPEARING, pursuant to Rule 53(b) of the *South Carolina Rules of Civil Procedure*, that the above entitled action for foreclosure of a mortgage on real property situated in Darlington County, South Carolina, is a proper matter to refer to the Special Referee for Darlington County, by order of a Circuit Court Judge or the Clerk of Court, with authority to enter a final judgment in the case; -

NOW, upon the motion of the attorneys for the Plaintiff,

ORDERED that the above entitled action be, and the same hereby is, referred to The Honorable Martin S. Driggers, Esquire, Special Referee for Darlington County, to make findings of fact and conclusions of law; dispose of any and all issues and enter a final judgment in the case; order a judicial sale on any day, not just the regular judicial sale day; hear and dispose of any issues after sale or judgment, including, but not limited to, issuance of a Writ of Assistance and any issues involving appraisal under Code Section 29-3-680, et seq.

Any appeal from the decision of the Special Referee shall be directly to the South Carolina
Supreme Court or Court of Appeals.

June 7, 2013

Darlington County, South Carolina

Scott B. Suggs
PRESIDENT JUDGE/CLERK OF COURT

TRUE CERTIFIED COPY,

Scott B. Suggs
CLERK OF COURT/RMC
DARLINGTON COUNTY, S.C.

FILED
2013 JUN 14 PM 3:21
SCOTT B. SUGGS
CLERK OF COURT/RMC
DARLINGTON COUNTY, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON

Vanderbilt Mortgage and Finance, Inc.

Plaintiff,

-VS-

Ashton C. Bull, Linda Bull, Park
Avenue Homes, South Carolina
Department of Motor Vehicles,

Defendant(s)

IN THE COURT OF COMMON PLEAS

CASE NO. 2012-CP-16-1021

MOTION AND ORDER AMENDING
COMPLAINT

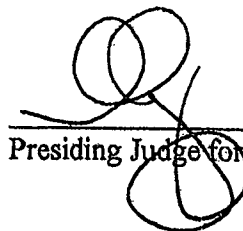
2013 NOV -8 AM 11:45
SCOTT B. SUGGS
CLERK OF COURT/R.M.C.
DARLINGTON COUNTY, S.C.

FILED

WHEREAS, IT APPEARING, upon motion of the Plaintiff, that it has been determined that the Lis
Pendens, Summons and Complaint should be amended as it appears above to properly reflect the Correct
Mobile Home Vin#.

IT IS FURTHER ORDERED that the Summons and Complaint filed in this matter be amended to
reflect the joinder and the interest of the parties joined.

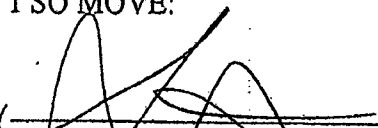
IT IS SO ORDERED.


Presiding Judge for Darlington County

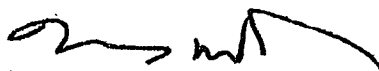
Dated 11/6, 2013

DARLINGTON, County

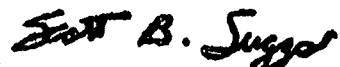
I SO MOVE:


Theodore von Keller, Esquire
B. Lindsay Crawford, III
Sara Hutchins
Attorneys for Plaintiff

I SO CONSENT:


Marcus Woodson, Attorney for Defendants
Ashton Bull and Linda Bull

TRUE CERTIFIED COPY,


CLERK OF COURT/RMC
DARLINGTON COUNTY, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON

Vanderbilt Mortgage and Finance, Inc.,

Plaintiff,

-vs-

Ashton C. Bull, Park Avenue Homes,
South Carolina Department of Motor
Vehicles,

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO.

12CP161021

NOTICE OF RIGHT TO
FORECLOSURE INTERVENTION

FILED
2012 NOV 12 AM 10:23
SCOTT B. SUGGS
CLERK OF COURT, R.D.
DARLINGTON COUNTY, S.C.

TO: Ashton C. Bull and Ashton C. Bull

PLEASE TAKE NOTICE THAT pursuant to the Supreme Court of South Carolina Administrative Order 2011-05-02-01, you may be eligible for foreclosure intervention programs for the purpose of resolving the above referenced foreclosure action. If you wish to be considered for a foreclosure intervention program, please submit a written request to B. Lindsay Crawford, III or Sara Hutchins, Crawford & von Keller, PO Box 4216, Columbia, SC 29240 within thirty (30) days from the service of this notice.

When submitting your request, or soon as possible thereafter, provide the following documentation:

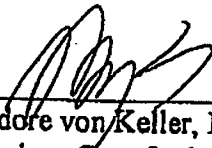
1. A signed statement that details any hardship that may exist.
2. Evidence of income from all sources, including, but not limited to, pay check stub, Social Security income statement, retirement income statement, disability income statements, leave and earnings statements.
3. An itemized list of all household expenses per month.
4. Verification of contact information that include home, cellular and employment telephone number, and e-mail address.
5. Any other documents(s) and/or information that will help determine your qualification for assistance through loss mitigation options.

Written request for consideration for foreclosure intervention MUST be received within thirty days (30) of the service of this notice.

**IF YOU FAIL, REFUSE, OR VOLUNTARILY ELECT NOT TO PARTICIPATE
IN THIS FORECLOSURE INTERVENTION PROCESS, THE FORECLOSURE**

TRUE CERTIFIED COPY!
Scott B. Suggs
**CLERK OF COURT, R.D.
DARLINGTON COUNTY, S.C.**

ACTION MAY PROCEED



Theodore von Keller, Esquire
B. Lindsay Crawford, III, Esquire
Sara Hutchins, Esquire
Adam Schanz, Esquire
Crawford & von Keller, LLC.
PO Box 4216
Columbia, SC 29240
Phone: 803-790-2626

Attorneys for Plaintiff

Columbia, South Carolina
October 24, 2012

FILED
2012 NOV 12 AM 10:23
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

**THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE**

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON

Vanderbilt Mortgage and Finance, Inc.

Plaintiff,

-vs-

Ashton C. Bull, Park Avenue Homes,
South Carolina Department of Motor
Vehicles,

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO.

COMPLAINT
(Declaratory Judgment)
(Mortgage Foreclosure)
(Mobile Home Repossession)
Non-Jury
(Deficiency Judgment Waived)

FILED
2012 NOV 12 AM 10:24
SCOTT B. SUGGS, J.D.
CLERK OF COURT
DARLINGTON COUNTY, S.C.

12CP161021

The Plaintiff, complaining of the Defendants above-named, would respectfully show unto this Honorable Court:

1. That the Plaintiff is a corporation or other legal entity doing business in the State of South Carolina.
2. That the Plaintiff is the owner and holder of the promissory note, Certificate of Title, and mortgage, hereinafter described, which are the subjects of this action.
3. The Plaintiff, in compliance with The Supreme Court of South Carolina *Administrative Order Re: Mortgage Foreclosure and the Home Affordable Modification Program ("HMP")*, 2009-05-22-01, filed May 29, 2009, asserts that the loan subject to this action is not securitized or guaranteed by Fannie Mae or Freddie Mac, nor is the Plaintiff a servicer who has signed an agreement to participate in the HMP.
4. That the real property hereinafter described in Exhibit "A", which is the subject of this action, is situated and located in Darlington County, South Carolina.
5. That some interest in or lien upon such real property is held or may be claimed by the Defendants herein.

TRUE CERTIFIED COPY.
Scott B. Suggs
CLERK OF COURT
DARLINGTON COUNTY, S.C.

6. That on or about July 14, 2003, for value received, Ashton C. Bull executed and delivered to The CIT Group/Consumer Finance, Inc. a certain promissory note, in writing, according to the terms and conditions set out therein, by which said maker promised to pay to The CIT Group/Consumer Finance, Inc. the sum of \$85,600.00, together with interest thereon at the rate of 9.35% per annum.

7. That in order to better secure the payment of the said note and debt, in accordance with the terms and conditions thereof, the said Ashton C. Bull executed and delivered on July 14, 2003 a mortgage of real estate to The CIT Group/Consumer Finance, Inc., its successors and assigns, covering the following described property:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

8. That on July 15, 2003, said mortgage was recorded in the Office of the Clerk of Court for Darlington County in Book 1028 at Page 4329.

9. This mortgage constitutes a purchase money mortgage.

10. That the said The CIT Group/Consumer Finance, Inc. assigned said mortgage unto Vanderbilt Mortgage and Finance, Inc. by Assignment of Mortgage dated September 9, 2008, and recorded in the Office of the Clerk of Court for Darlington County In Book 1055 at Page 675 on November 24, 2008. By virtue of said assignment, the Plaintiff in this action is the owner and holder of the note and mortgage.

FOR A FIRST CAUSE OF ACTION
(Declaratory Judgment)

11. The Plaintiff reincorporates and realleges each of the foregoing allegations as fully as if repeated herein verbatim.

12. Upon information and belief, The CIT Group/Consumer Finance, Inc. intended that the subject loan be secured by the real property and 2003 Champion Model TS7982003

Manufactured Home, Serial No. 0230309805296A/B/C, located on the Mortgaged Property described in Exhibit "A".

13. Upon information and belief, when Ashton C. Bull applied for a mortgage loan from The CIT Group/Consumer Finance, Inc., Ashton C. Bull represented that s/he owned or was purchasing all of the property which is the subject of this litigation and that s/he was willing to execute a mortgage upon the entire property, that is the Mortgaged Property and Collateral, to secure the mortgage loan.

14. In reliance upon the representations of Ashton C. Bull and the combined value of the Mortgaged Property and the Collateral, a mortgage loan was extended to Ashton C. Bull, with the intent that the loan would be secured by a first lien upon the Mortgage Property and Collateral.

15. Ashton C. Bull and The CIT Group/Consumer Finance, Inc., in furtherance of their relationship as Borrower and Lender, respectively, intended for the Collateral to secure the mortgage loan to The CIT Group/Consumer Finance, Inc. and intended for Ashton C. Bull to perfect a security interest in the Collateral. The relationship between The CIT Group/Consumer Finance, Inc. and Ashton C. Bull, respectively, is such that a reasonable person would expect Ashton C. Bull to require that its loan be secured by a mortgage upon all of The CIT Group/Consumer Finance, Inc.'s property, including the Collateral, in exchange for receiving the mortgage loan.

16. No additional parties have an interest in the Collateral. A search of the records at the Department of Motor Vehicles on or about February 5, 2010, revealed that a Certificate of Title has never been issued for Collateral. Since no other parties have perfected a security interest in the Collateral and Vanderbilt Mortgage and Finance, Inc., as current owner and holder of the

Note and Mortgage, believes that it is entitled to an Order from this Court establishing that it is entitled to perfect its lien as first lien holder and directing the South Carolina Department of Motor Vehicles to issue a Certificate of Title to the successful purchaser (including its successors and assigns) at the foreclosure sale of the Mortgaged Property and Collateral.

FOR A SECOND FIRST CAUSE OF ACTION
(Mortgage Foreclosure)

17. The Plaintiff reincorporates and realleges each of the foregoing allegations as fully as if repeated herein verbatim.
18. That according to the terms and conditions of said note and mortgage, it is provided that, in the event of default in the payment of any installment when due, the entire principal and accrued interest shall at once become due and payable at the option of the holder.
19. That the monthly payments due on said note and mortgage are in default since May 15, 2012; that the conditions of said note and mortgage have been broken; that the Plaintiff elects to and does, declare the entire balance of said indebtedness due and payable; that the principal balance as of said default date is \$81,940.18; that also due and owing is interest as provide at the rate set forth in the Note; that also due are late charges and the costs and disbursements of this action, including attorney's fees.
20. That it has become and is necessary for the Plaintiff to employ legal counsel to prosecute this action; and that a reasonable fee for the services of the Plaintiff's counsel should, according to the terms of said note and mortgage, be added to the amount of the mortgage debt.
21. Pursuant to §37-3-105, *South Carolina Code of Laws* (1976 as amended), the mortgage lien, which is subject to this action, is a first lien on real estate and is not a '*consumer loan*' for the purposes of the South Carolina Consumer Protection Code. Any notices of right to cure have been given as required.

22. That the Plaintiff has advanced and/or may advance certain sums for taxes and insurance and for inspecting and/or securing the subject property, which sums, according to the terms of said mortgage, should be added to the amount of the mortgage debt.
23. That the Defendant, Park Avenue Homes, Inc., may have or claim to have an interest in the subject property by virtue of a mortgage given by Ashton C. Bull to Park Avenue Homes, Inc. in the original amount of \$16,050.00, dated August 15, 2003, and recorded on August 15, 2003, in the Office of the Clerk of Court for Darlington County in Book 1028 at Page 4333. Said mortgage is junior and subordinate to the lien of the Plaintiff herein.
24. That the Plaintiff claims no deficiency judgment, and any right to same is specifically waived.

FOR A THIRD CAUSE OF ACTION
(Mobile Home Repossession)

25. The Plaintiff reincorporates and realleges each of the foregoing allegations as fully as if repeated herein verbatim.
26. That upon information and belief, the Defendant(s) is/are in possession of and residing in the said mobile home, possession of which is sought by the Plaintiff in this action.
27. That the Plaintiff, Vanderbilt Mortgage and Finance, Inc., is entitled to enforce its lien upon such mobile home.
28. That the Plaintiff is informed and believes that it is entitled to an Order granting possession of the Defendant mobile home to the Plaintiff, but that the Plaintiff requests that the Defendant mobile home be sold jointly with the mortgaged real property described herein.

WHEREFORE, having fully set forth its Complaint, the Plaintiff prays that this Honorable Court inquire into the matters set forth herein; and

Granting a declaratory judgment to the Plaintiff pursuant to S.C. Code Ann. §15-53-20 et seq., and ordering the South Carolina Department of Motor Vehicles to issue a Certificate of Title; and

The Plaintiff's mortgage be declared a purchase money mortgage and that the Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes, insurance premiums and/or inspection or securing expenses, which may have been paid, a reasonable sum as attorney's fees and the costs of this action; and

That the Plaintiff's collateral (real property and mobile home) be sold together under the direction of this Court, that the equity of redemption be barred, and that the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and sale, and

Second, to the payment and discharge of the amount due on the Plaintiff's note and mortgage, together with attorney's fees and costs as aforesaid, and

Third, the surplus, if any, be distributed pursuant to Rule 71 of the South Carolina Rules of Civil Procedure; and

That the Court issue an Order directing the South Carolina Department of Motor Vehicles to issue a Certificate of Title for the subject mobile home in favor of the successful purchaser, and/or its successors and assigns, at the foreclosure sale; and

That the Court issue an Order directing the Sheriff to place the successful purchaser at the foreclosure sale in possession of the subject mobile home and real property, and all persons claiming thereunder and the removal therefrom of all furnishings, fixtures and items not subject to the lien of the Plaintiff's Mortgage, which personal property, if not removed shall be deemed abandoned and shall be removed by the Plaintiff or its agents from the Mortgaged Property by

placing said property on the public street or highway or by any other means, including by force, if necessary; and

An Order granting the appointment of a receiver should it become necessary, to secure and supervise the rental of the property to be foreclosed with the authority to take possession thereof and collect rents, issues and profits thereon during the pendency of this action and to hold the same as further security for Plaintiff's debt; and

An Order be entered for reimbursement of all costs of inspecting and securing the property incurred by the Plaintiff as a result of the delinquency; and

For such other and further relief as may be just and proper.


Theodore von Keller, Esquire
B. Lindsay Crawford, III, Esquire
Sara Hutchins, Esquire
Adam Schanz, Esquire
Crawford & von Keller, LLC.
PO Box 4216
Columbia, SC 29240

Phone: 803-790-2626

Attorneys for Plaintiff

Columbia, South Carolina
October 24, 2012

FILED
2012 NOV 12 AM 10:24
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

FILED

2012 NOV 12 AM 10:24

SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

A

Notice of Default and Right to Cure Default

Dear: **ASHTON C BULL** Account number: **710473602270098** Date: **6/20/2012**
 Name and address of creditor: See reverse side. Phone: **800 970 7250** Certified Mail #: **7104 7360 22 70 0982 5454**
 Brief Identification of Credit Transaction: Retail Installment Contract, Promissory Note or Assumption and Modification
 Agreement dated: **7/14/2003** Last Day to Cure Default: **7/20/2012**
 Amount to be Paid to Cure Default (Total of (1) and (2)): \$ **4694.07**

You are now in default on this credit transaction. You have a right to correct this default within 30 days from the postmarked date of this notice. If you correct the default, you may continue with the contract as though you did not default. Your default consists of your failure (as marked):

- (1) ☒ to make Monthly payment(s) beginning with your 04/15/2012 payment, in the total amount of \$ 3105.72, and late charges for this payment(s) totaling \$ 71.04, resulting in a total amount in default of \$ 3176.76.
- (2) ☒ to pay property taxes or other assessments on the manufactured home and/or real property which secures your contract in the amount of \$ 1517.31.
- (3) ☐ to provide us with evidence of your having adequate homeowner's or property damage insurance (including flood insurance if applicable) on the manufactured or modular home which secures your contract.

The total unpaid late charges for this account are \$ 735.63 (including the late charges listed above).

Cure of default: Within 30 days from the postmarked date of this notice, you may cure your default by your sending, and our receiving by the Last Day to Cure Default set forth above, the Amount to be Paid to Cure Default set forth above. **PAYMENT SHOULD BE MAILED ALONG WITH PAYMENT COUPON(S) TO: VANDERBILT MORTGAGE AND FINANCE, INC., PO BOX 71096 Charlotte, NC 28272**

If (3) above has been marked, within 30 days from the postmarked date of this Notice, you may cure this default by your sending, and our receiving by the Last Day to Cure Default set forth above, a copy of your homeowner's or property damage insurance (including flood insurance if applicable) policy or declarations page. **THIS MAY BE FAXED TO ME AT 855 380-3789 OR MAILED TO VANDERBILT MORTGAGE AND FINANCE, INC., PO BOX 9880 Maryville, TN 37802, ATTENTION: ASHLEY STEELE**. In addition, you may entirely repay the entire amount due under your account.

Creditor rights: If you do not correct your default in the time allowed, we may exercise our rights against you under the law by:

- demanding that you pay the total amount due under the contract;
- if you do not pay the total amount due under the contract, taking possession of the manufactured home which secures your contract, and if you do not voluntarily release the manufactured home to us, taking legal action to recover the home;
- if the contract is also secured by real property (or is secured solely by real property as the manufactured home has been converted to real property), taking such action as is permitted under the mortgage, deed of trust or security instrument to foreclose on such real property;
- if the recovery and resale of the manufactured home and/or foreclosure of real property fails to pay off your obligations under the contract, holding you responsible for the remaining amount due under the contract, and taking legal action against you to collect this amount;
- requiring you to pay any amount necessary to pay for our reasonable attorney's fees, legal expenses and other sums to which we may be entitled due to your default under the terms of your contract and as permitted by law; and
- reporting your default, our recovery of the home and/or foreclosure of the real property, what you owe us and other information about your performance under the contract to consumer reporting agencies.

You have the right to redeem (recover) the manufactured home before we resell it if you pay us the full amount due under the contract. Additionally, you may have the right to reinstate the contract before we resell the home. With respect to real property, you have such rights to redeem or reinstate as may be provided under state law or in the mortgage, deed of trust or other security instrument which secures your contract. Please note that should you make a payment to us within the cure period which is insufficient to cure your default, we may accept such payment, but our doing so will not mean you have cured your default, and we will continue to have the rights stated above. If you have any questions, write to Vanderbilt Mortgage and Finance, Inc. at the above address or call **ASHLEY STEELE** at **800 970 7250** between the hours of 8:30 am and 5:30 pm Monday through Friday. If this default was caused by your failure to make a payment or payments, and you want to pay by mail, please send a check or money order, do not send cash. **VANDERBILT MORTGAGE AND FINANCE, INC.**
 (L1 042) (Feb 2009) (Q#669)

United States Department of Housing and Urban Development Servicemembers Civil Relief Act Notice**Legal Rights and Protections Under the SCRA**

Servicemembers on "active duty" or "active service," or a dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USC App. §§ 501-596) (SCRA).

Who May Be Entitled to Legal Protections Under the SCRA?

- Active duty members of the Army, Navy, Air Force, Marine Corps, Coast Guard, and active service National Guard;
- Active service members of the commissioned corps of the National Oceanic and Atmospheric Administration;
- Active service members of the commissioned corps of the Public Health Service;
- United States citizens serving with the armed forces of a nation with which the United States is allied in the prosecution of a war or military action; and their spouses.

What Legal Protections Are Servicemembers Entitled To Under the SCRA?

- The SCRA states that, a debt incurred by a servicemember, or servicemember and spouse jointly, prior to entering military service shall not bear interest at a rate above 6 percent during the period of military service and one year thereafter, in the case of an obligation or liability consisting of a mortgage, trust deed, or other security in the nature of a mortgage.
- The SCRA states that, in a legal action to enforce a debt against real estate that is filed during, or within 9 months after the servicemember's military service, a court may stop the proceedings for a period of time, or adjust the debt. In addition, the sale, foreclosure, or seizure of real estate shall not be valid if it occurs during, or within 9 months after the servicemember's military service unless the creditor has obtained a court order approving the sale, foreclosure, or seizure of the real estate. Such 9 month provisions expire on December 31, 2010, and effective January 1, 2011, such periods of time become 90 days.
- The SCRA contains many other protections besides those applicable to home loans.

How Does A Servicemember or Dependent Request Relief Under the SCRA?

- A servicemember or dependent, or both, may request relief under the SCRA by providing the lender a written notice with a copy of the servicemember's military orders. Written notice should be sent to: Vanderbilt Mortgage and Finance, Inc., 500 Alcoa Trail, Maryville, TN 37804

Attention: **ASHLEY STEELE**

How Does A Servicemember or Dependent Obtain Information About the SCRA?

- Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. A military legal assistance office locator for each branch of the armed forces is available at: <http://legalassistance.law.af.mil/content/locator.php>.

• The U.S. Department of Defense's information resource is "Military One Source." The toll-free telephone numbers for Military One Source are: From the United States: 1-800-342-9647. From outside the United States (where available): 1-800-342-6477. International collect: 484-530-5747.

EXHIBIT A

January 7, 2013

To Whom It May Concern:

I am disputing the foreclosure case number 12-CP-16-1021. The reason I am disputing this foreclosure is because not title can be bound under the serial number that is on the contract. Therefore the taxes and insurance that was added to my payment was not valid due to the inconsistency of serial numbers. This house does not belong to Vanderbilt Mortgage Company.

We were advised at the time of this contract that this would be a land-home deal which should include a permanent foundation and it does not. The loan documents were not recorded correctly.

Sincerely,

Ashton Boll

1108 Farmhouse Lane

Darlington, SC 29540

FILED

2013 JUL 24 AM 10:19

SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON

Vanderbilt Mortgage and Finance, Inc.

Plaintiff,

-vs-

Ashton C. Bull, Linda Bull, Park
Avenue Homes, South Carolina
Department of Motor Vehicles,

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO.: 2012-CP-16-1021

**AMENDED SUMMONS
(Mortgage Foreclosure)
(Mobile Home Repossession)
Non-Jury
(Deficiency Judgment Waived)**

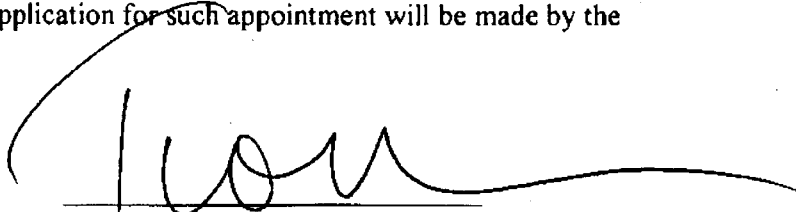
TO THE DEFENDANT(S) ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, Crawford & von Keller, LLC., PO Box 4216, Columbia, SC 29240, within thirty (30) days after service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff will apply to the Court for a judgment by default granting the relief demanded in the Complaint.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDE(S), AND/OR TO PERSON UNDER SOME LEGAL DISABILITY, INCOMPETENTS AND PERSONS CONFINED:

FILED
2013 JAN -4 PM 3:26
SCOTT B. SUTHERS
CLERK OF COURT
DARLINGTON COUNTY, SC

YOUR ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a Guardian *ad Litem* within thirty (30) days after service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Plaintiff.



Theodore von Keller, Esquire
B. Lindsay Crawford, III, Esquire
Sara Hutchins, Esquire
Crawford & von Keller, LLC.
PO Box 4216
Columbia, SC 29240
Phone: 803-790-2626

Attorneys for Plaintiff

Columbia, South Carolina

December 21, 2012

FILED
2013 JAN -4 PM 3:26
SCOTT B. SUGGS
CLERK OF COURT/R.D.O.
DARLINGTON COUNTY, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON

Vanderbilt Mortgage and Finance, Inc.

Plaintiff,

-vs-

Ashton C. Bull, Linda Bull, Park Avenue
Homes, South Carolina Department of
Motor Vehicles,

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO. 2012-CP-16-1021

**AMENDED COMPLAINT
(Mortgage Foreclosure)
(Mobile Home Repossession)
Non-Jury
(Deficiency Judgment Waived)**

The Plaintiff, complaining of the Defendants above-named, would respectfully show unto this Honorable Court:

1. That the Plaintiff is a corporation or other legal entity doing business in the State of South Carolina.
2. That the Plaintiff is the owner and holder of the promissory note, Certificate of Title, and mortgage, hereinafter described, which are the subjects of this action.
3. The Plaintiff, in compliance with The Supreme Court of South Carolina *Administrative Order Re: Mortgage Foreclosure and the Home Affordable Modification Program ("HMP")*, 2009-05-22-01, filed May 29, 2009, asserts that the loan subject to this action is not securitized or guaranteed by Fannie Mae or Freddie Mac, nor is the Plaintiff a servicer who has signed an agreement to participate in the HMP.
4. That the real property hereinafter described, which is the subject of this action, is situated and located in Darlington County, South Carolina.
5. That some interest in or lien upon such real property is held or may be claimed by the Defendants herein.

FILED
2013 JAN -4 PM 3:27
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

6. That on or about July 14, 2003, for value received, Ashton C. Bull executed and delivered to The CIT Group/Consumer Finance, Inc. a certain promissory note, in writing, according to the terms and conditions set out therein, by which said maker promised to pay to The CIT Group/Consumer Finance, Inc. the sum of \$85,600.00, together with interest thereon at the rate of 9.35% per annum.

7. That in order to better secure the payment of the said note and debt, in accordance with the terms and conditions thereof, the said Ashton C. Bull executed and delivered on July 14, 2003 a mortgage of real estate to The CIT Group/Consumer Finance, Inc., its successors and assigns, covering the following described property:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

8. That on July 15, 2003, said mortgage was recorded in the Office of the Clerk of Court for Darlington County in Book 1028 at Page 4329.

9. This mortgage constitutes a purchase money mortgage.

10. That the said The CIT Group/Consumer Finance, Inc. assigned said mortgage unto Vanderbilt Mortgage and Finance, Inc. by Assignment of Mortgage dated September 9, 2008, and recorded in the Office of the Clerk of Court for Darlington County In Book 1055 at Page 675 on November 24, 2008. By virtue of said assignment, the Plaintiff in this action is the owner and holder of the note and mortgage.

FOR A FIRST CAUSE OF ACTION
(Mortgage Foreclosure)

11. The Plaintiff reincorporates and realleges each of the foregoing allegations as fully as if repeated herein verbatim.

FILED
2013 JAN -4 PM 3:23
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

12. That according to the terms and conditions of said note and mortgage, it is provided that, in the event of default in the payment of any installment when due, the entire principal and accrued interest shall at once become due and payable at the option of the holder.

13. That the monthly payments due on said note and mortgage are in default since May 15, 2012; that the conditions of said note and mortgage have been broken; that the Plaintiff elects to and does, declare the entire balance of said indebtedness due and payable; that the principal balance as of said default date is \$81,940.18; that also due and owing is interest as provide at the rate set forth in the Note; that also due are late charges and the costs and disbursements of this action, including attorney's fees.

14. That it has become and is necessary for the Plaintiff to employ legal counsel to prosecute this action; and that a reasonable fee for the services of the Plaintiff's counsel should, according to the terms of said note and mortgage, be added to the amount of the mortgage debt.

15. Pursuant to §37-3-105, *South Carolina Code of Laws* (1976 as amended), the mortgage lien, which is subject to this action, is a first lien on real estate and is not a 'consumer loan' for the purposes of the South Carolina Consumer Protection Code. Any notices of right to cure have been given as required.

16. That the Plaintiff has advanced and/or may advance certain sums for taxes and insurance and for inspecting and/or securing the subject property, which sums, according to the terms of said mortgage, should be added to the amount of the mortgage debt.

17. That the Defendant, Park Avenue Homes, Inc., may have or claim to have an interest in the subject property by virtue of a mortgage given by Ashton C. Bull to Park Avenue Homes, Inc. in the original amount of \$16,050.00, dated August 15, 2003, and recorded on August 15, 2003, in the Office of the Clerk of Court for Darlington County in Book 1028 at Page 4333. Said mortgage is junior and subordinate to the lien of the Plaintiff herein.

FILED
2013 JAN - 8 PM 3:21
SCOTT E. SUGGS
CLERK OF COURT
DARLINGTON COUNTY, S.C.

18. That upon information and belief, the Defendant(s) Linda Bull is/are in possession of and residing in the said mobile home, possession of which is sought by the Plaintiff in this action.

That said Defendant(s) are not liable for the aforementioned debt.

19. That the Plaintiff claims no deficiency judgment, and any right to same is specifically waived.

FOR A SECOND CAUSE OF ACTION
(Mobile Home Repossession)

20. The Plaintiff reincorporates and realleges each of the foregoing allegations as fully as if repeated herein verbatim.

21. That upon information and belief, the Defendant(s) is/are in possession of and residing in the said mobile home, possession of which is sought by the Plaintiff in this action.

22. That the Plaintiff, Vanderbilt Mortgage and Finance, Inc., is entitled to enforce its lien upon such mobile home.

23. That the Plaintiff is informed and believes that it is entitled to an Order granting possession of the Defendant mobile home to the Plaintiff, but that the Plaintiff requests that the Defendant mobile home be sold jointly with the mortgaged real property described herein.

WHEREFORE, having fully set forth its Complaint, the Plaintiff prays that this Honorable Court inquire into the matters set forth herein; and

The Plaintiff's mortgage be declared a purchase money mortgage and that the Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes, insurance premiums and/or inspection or securing expenses, which may have been paid, a reasonable sum as attorney's fees and the costs of this action;

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2013 JAN -4 PM 3:27
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

That the Plaintiff's collateral (real property and mobile home) be sold together under the direction of this Court, that the equity of redemption be barred, and that the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and sale, and

Second, to the payment and discharge of the amount due on the Plaintiff's note and mortgage, together with attorney's fees and costs as aforesaid, and

Third, the surplus, if any, be distributed pursuant to Rule 71 of the South Carolina Rules of Civil Procedure; and

That the Court issue an Order directing the South Carolina Department of Motor Vehicles to issue a Certificate of Title for the subject mobile home in favor of the successful purchaser, and/or its successors and assigns, at the foreclosure sale; and

That the Court issue an Order directing the Sheriff to place the successful purchaser at the foreclosure sale in possession of the subject mobile home and real property, and all persons claiming thereunder and the removal therefrom of all furnishings, fixtures and items not subject to the lien of the Plaintiff's Mortgage, which personal property, if not removed shall be deemed abandoned and shall be removed by the Plaintiff or its agents from the Mortgaged Property by placing said property on the public street or highway or by any other means, including by force, if necessary; and

An Order granting the appointment of a receiver should it become necessary, to secure and supervise the rental of the property to be foreclosed with the authority to take possession thereof and collect rents, issues and profits thereon during the pendency of this action and to hold the same as further security for Plaintiff's debt; and

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2013 JAN -4 PM 3:27
SCOTT B. SUGGS
CLERK OF COURT/D.D.
DARLINGTON COUNTY, S.C.

An Order be entered for reimbursement of all costs of inspecting and securing the property incurred by the Plaintiff as a result of the delinquency; and

For such other and further relief as may be just and proper.



Theodore von Keller, Esquire
B. Lindsay Crawford, III, Esquire
Sara Hutchins, Esquire
Adam Schanz, Esquire
Crawford & von Keller, LLC.
PO Box 4216
Columbia, SC 29240

Phone: 803-790-2626

Attorneys for Plaintiff

Columbia, South Carolina
December 21, 2012

FILED

2013 JAN -4 PM 3:27

SCOTT B. SUGGS
CLERK OF COURT/R.O.
DARLINGTON COUNTY, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON

Vanderbilt Mortgage and Finance, Inc.

Plaintiff,

-vs-

Ashton C. Bull, Linda Bull, Park
Avenue Homes, South Carolina
Department of Motor Vehicles,

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO.: 2012-CP-16-1021

SECOND AMENDED SUMMONS

(Declaratory Judgment)

(Reformation of Mortgage)

(Mortgage Foreclosure)

(Mobile Home Repossession)

Non-Jury

(Deficiency Judgment Waived)

FILED
2013 APR -1 PM 1:06
SCOTT B. SUGGS
CLERK OF COURT/R.D.D.
DARLINGTON COUNTY, S.C.

TO THE DEFENDANT(S) ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, Crawford & von Keller, LLC., PO Box 4216, Columbia, SC 29240, within thirty (30) days after service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, the Plaintiff will apply to the Court for a judgment by default granting the relief demanded in the Complaint.

**TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO
MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM
THE MINOR(S) RESIDE(S), AND/OR TO PERSON UNDER SOME LEGAL
DISABILITY, INCOMPETENTS AND PERSONS CONFINED:**

YOUR ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a Guardian *ad Litem* within thirty (30) days after service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Plaintiff.



Theodore von Keller, Esquire
B. Lindsay Crawford, III, Esquire
Sara Hutchins, Esquire
Crawford & von Keller, LLC.
PO Box 4216
Columbia, SC 29240
Phone: 803-790-2626

Attorneys for Plaintiff

Columbia, South Carolina

March 25, 2013

FILED
2013 APR -1 PM 1:06
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON

Vanderbilt Mortgage and Finance, Inc.

Plaintiff,

-vs-

Ashton C. Bull, Linda Bull, Park Avenue
Homes, South Carolina Department of
Motor Vehicles,

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO. 2012-CP-16-1021

SECOND AMENDED COMPLAINT

(Declaratory Judgment)

(Reformation of Mortgage)

(Mortgage Foreclosure)

(Mobile Home Repossession)

Non-Jury

(Deficiency Judgment Waived)

FILED
2013 APR - 1 PM 1:06
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

The Plaintiff, complaining of the Defendants above-named, would respectfully show unto this Honorable Court:

1. That the Plaintiff is a corporation or other legal entity doing business in the State of South Carolina.
2. That the Plaintiff is the owner and holder of the promissory note, Certificate of Title, and mortgage, hereinafter described, which are the subjects of this action.
3. The Plaintiff, in compliance with The Supreme Court of South Carolina *Administrative Order Re: Mortgage Foreclosure and the Home Affordable Modification Program ("HMP")*, 2009-05-22-01, filed May 29, 2009, asserts that the loan subject to this action is not securitized or guaranteed by Fannie Mae or Freddie Mac, nor is the Plaintiff a servicer who has signed an agreement to participate in the HMP.
4. That the real property hereinafter described, which is the subject of this action, is situated and located in Darlington County, South Carolina.
5. That some interest in or lien upon such real property is held or may be claimed by the Defendants herein.

6. That on or about July 14, 2003, for value received, Ashton C. Bull executed and delivered to The CIT Group/Consumer Finance, Inc. a certain promissory note, in writing, according to the terms and conditions set out therein, by which said maker promised to pay to The CIT Group/Consumer Finance, Inc. the sum of \$85,600.00, together with interest thereon at the rate of 9.35% per annum.

7. That in order to better secure the payment of the said note and debt, in accordance with the terms and conditions thereof, the said Ashton C. Bull executed and delivered on July 14, 2003 a mortgage of real estate to The CIT Group/Consumer Finance, Inc., its successors and assigns, covering the following described property:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

8. That on July 15, 2003, said mortgage was recorded in the Office of the Clerk of Court for Darlington County in Book 1028 at Page 4329.

9. This mortgage constitutes a purchase money mortgage.

10. That the said The CIT Group/Consumer Finance, Inc. assigned said mortgage unto Vanderbilt Mortgage and Finance, Inc. by Assignment of Mortgage dated September 9, 2008, and recorded in the Office of the Clerk of Court for Darlington County In Book 1055 at Page 675 on November 24, 2008. By virtue of said assignment, the Plaintiff in this action is the owner and holder of the note and mortgage.

FOR A FIRST CAUSE OF ACTION
(Declaratory Judgment)

11. The Plaintiff reincorporates and realleges each of the foregoing allegations as fully as if repeated herein verbatim.

12. Upon information and belief, The CIT Group/Consumer Finance, Inc. intended that the subject loan be secured by the real property and 2003 Champion Model TS7982003

Manufactured Home, Serial No. 0230379805296ABC, located on the Mortgaged Property described in Exhibit "A".

13. Upon information and belief, when Ashton C. Bull applied for a mortgage loan from The CIT Group/Consumer Finance, Inc., Ashton C. Bull represented that s/he owned or was purchasing all of the property which is the subject of this litigation and that s/he was willing to execute a mortgage upon the entire property, that is the Mortgaged Property and Collateral, to secure the mortgage loan.

14. In reliance upon the representations of Ashton C. Bull and the combined value of the Mortgaged Property and the Collateral, a mortgage loan was extended to Ashton C. Bull, with the intent that the loan would be secured by a first lien upon the Mortgage Property and Collateral.

15. Ashton C. Bull and The CIT Group/Consumer Finance, Inc., in furtherance of their relationship as Borrower and Lender, respectively, intended for the Collateral to secure the mortgage loan to The CIT Group/Consumer Finance, Inc. and intended for Ashton C. Bull to perfect a security interest in the Collateral. The relationship between The CIT Group/Consumer Finance, Inc. and Ashton C. Bull, respectively, is such that a reasonable person would expect Ashton C. Bull to require that its loan be secured by a mortgage upon all of The CIT Group/Consumer Finance, Inc.'s property, including the Collateral, in exchange for receiving the mortgage loan.

16. No additional parties have an interest in the Collateral. A search of the records at the Department of Motor Vehicles on or about March 25, 2013, revealed that a Certificate of Title has never been issued for Collateral. Since no other parties have perfected a security interest in the Collateral and Vanderbilt Mortgage and Finance, Inc., as current owner and holder of the

Note and Mortgage, believes that it is entitled to an Order from this Court establishing that it is entitled to perfect its lien as first lien holder and directing the South Carolina Department of Motor Vehicles to issue a Certificate of Title to the successful purchaser (including its successors and assigns) at the foreclosure sale of the Mortgaged Property and Collateral.

FOR A SECOND CAUSE OF ACTION
(Reformation of Mortgage to Correct Legal Description)

17. The Plaintiff reincorporates and realleges each of the foregoing allegations as fully as if repeated herein verbatim.

18. That due to an apparent scrivener's error, the mortgaged real property was described as (see Exhibit "A") when the property should correctly have been described as (see Exhibit "B"):

19. That the deed into Ashton C. Bull of the subject real property, known as 1108 Farmhouse Lane, Darlington, SC 29540, which deed was recorded in the Office of the Clerk of Court for Darlington County on July 15, 2003 at 3:52 pm in Book 1028 at Page 4329 clearly describes the real property as, (see Exhibit "A").

20. That the Plaintiff is informed and believes that the legal description contained on the subject mortgage should be reformed to correct VIN# from VIN#0230309805296ABC to VIN# 020379805296ABC, as it was clearly the intention of the interested parties to the loan that Ashton C. Bull mortgage his/her real property and the mobile home situated upon the real property to secure the loan.

21. That the Plaintiff is further informed and believes that it is entitled to an Order correcting the VIN# as contained and thereby the legal description reforming the mortgage.

FOR A THIRD CAUSE OF ACTION
(Mortgage Foreclosure)

22. The Plaintiff reincorporates and realleges each of the foregoing allegations as fully as if repeated herein verbatim.

23. That according to the terms and conditions of said note and mortgage, it is provided that, in the event of default in the payment of any installment when due, the entire principal and accrued interest shall at once become due and payable at the option of the holder.

24. That the monthly payments due on said note and mortgage are in default since May 15, 2012; that the conditions of said note and mortgage have been broken; that the Plaintiff elects to and does, declare the entire balance of said indebtedness due and payable; that the principal balance as of said default date is \$81,940.18; that also due and owing is interest as provide at the rate set forth in the Note; that also due are late charges and the costs and disbursements of this action, including attorney's fees.

25. That it has become and is necessary for the Plaintiff to employ legal counsel to prosecute this action; and that a reasonable fee for the services of the Plaintiff's counsel should, according to the terms of said note and mortgage, be added to the amount of the mortgage debt.

26. Pursuant to §37-3-105, *South Carolina Code of Laws* (1976 as amended), the mortgage lien, which is subject to this action, is a first lien on real estate and is not a 'consumer loan' for the purposes of the South Carolina Consumer Protection Code. Any notices of right to cure have been given as required.

27. That the Plaintiff has advanced and/or may advance certain sums for taxes and insurance and for inspecting and/or securing the subject property, which sums, according to the terms of said mortgage, should be added to the amount of the mortgage debt.

28. That the Defendant, Park Avenue Homes, Inc., may have or claim to have an interest in the subject property by virtue of a mortgage given by Ashton C. Bull to Park Avenue Homes, Inc. in the original amount of \$16,050.00, dated August 15, 2003, and recorded on August 15,

2003, in the Office of the Clerk of Court for Darlington County in Book 1028 at Page 4333.

Said mortgage is junior and subordinate to the lien of the Plaintiff herein.

29. That upon information and belief, the Defendant(s) Linda Bull is/are in possession of and residing in the said mobile home, possession of which is sought by the Plaintiff in this action.

That said Defendant(s) are not liable for the aforementioned debt.

30. That the Plaintiff claims no deficiency judgment, and any right to same is specifically waived.

FOR A FOURTH CAUSE OF ACTION
(Mobile Home Repossession)

31. The Plaintiff reincorporates and realleges each of the foregoing allegations as fully as if repeated herein verbatim.

32. That upon information and belief, the Defendant(s) is/are in possession of and residing in the said mobile home, possession of which is sought by the Plaintiff in this action.

33. That the Plaintiff, Vanderbilt Mortgage and Finance, Inc., is entitled to enforce its lien upon such mobile home.

34. That the Plaintiff is informed and believes that it is entitled to an Order granting possession of the Defendant mobile home to the Plaintiff, but that the Plaintiff requests that the Defendant mobile home be sold jointly with the mortgaged real property described herein.

WHEREFORE, having fully set forth its Complaint, the Plaintiff prays that this Honorable Court inquire into the matters set forth herein; and
Granting a declaratory judgment to the Plaintiff pursuant to S.C. Code Ann. §15-53-20 et seq., and ordering the South Carolina Department of Motor Vehicles to issue a Certificate of Title; and
That the Plaintiff's mortgage be reformed to correct the legal description to reflect the correct VIN# 0230379805296ABC rather than the incorrect VIN#0230309805296ABC; and

The Plaintiff's mortgage be declared a purchase money mortgage and that the Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes, insurance premiums and/or inspection or securing expenses, which may have been paid, a reasonable sum as attorney's fees and the costs of this action; and

That the Plaintiff's collateral (real property and mobile home) be sold together under the direction of this Court, that the equity of redemption be barred, and that the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and sale, and

Second, to the payment and discharge of the amount due on the Plaintiff's note and mortgage, together with attorney's fees and costs as aforesaid, and

Third, the surplus, if any, be distributed pursuant to Rule 71 of the South Carolina Rules of Civil Procedure; and

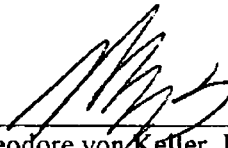
That the Court issue an Order directing the South Carolina Department of Motor Vehicles to issue a Certificate of Title for the subject mobile home in favor of the successful purchaser, and/or its successors and assigns, at the foreclosure sale; and

That the Court issue an Order directing the Sheriff to place the successful purchaser at the foreclosure sale in possession of the subject mobile home and real property, and all persons claiming thereunder and the removal therefrom of all furnishings, fixtures and items not subject to the lien of the Plaintiff's Mortgage, which personal property, if not removed shall be deemed abandoned and shall be removed by the Plaintiff or its agents from the Mortgaged Property by placing said property on the public street or highway or by any other means, including by force, if necessary; and

An Order granting the appointment of a receiver should it become necessary, to secure and supervise the rental of the property to be foreclosed with the authority to take possession thereof and collect rents, issues and profits thereon during the pendency of this action and to hold the same as further security for Plaintiff's debt; and

An Order be entered for reimbursement of all costs of inspecting and securing the property incurred by the Plaintiff as a result of the delinquency; and

For such other and further relief as may be just and proper.



Theodore von Keller, Esquire
B. Lindsay Crawford, III, Esquire
Sara Hutchins, Esquire
Adam Schanz, Esquire
Crawford & von Keller, LLC
PO Box 4216
Columbia, SC 29240

Phone: 803-790-2626

Attorneys for Plaintiff

Columbia, South Carolina
March 25, 2013

FILED
2013 APR - 1 PM 1:06
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON

Vanderbilt Mortgage and Finance, Inc.

Plaintiff,
-vs-

Ashton C. Bull, Linda Bull, Park
Avenue Homes, South Carolina
Department of Motor Vehicles,
Defendant(s).

IN THE COURT OF COMMON PLEAS
CASE NO. 2012-CP-16-1021

FILED
2013 APR -1 PM 1:06
SCOTT B. SUESS, O.D.
CLERK OF COURT, R.D.C.
DARLINGTON COUNTY, S.C.

CERTIFICATE OF EXEMPTION FROM ADR
I CERTIFY THAT THIS ACTION IS EXEMPT FROM ADR BECAUSE:

_____ this is a special proceeding or action seeking extraordinary relief such as mandamus,
habeas corpus or prohibition;

_____ this action is appellate in nature;

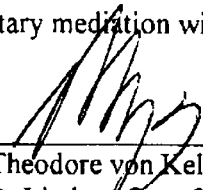
_____ this is a post-conviction relief matter;

_____ this is a contempt of court proceeding;

_____ this is a forfeiture proceeding brought by the State;

 X this is a case involving a mortgage foreclosure; or

_____ the parties submitted the case to voluntary mediation with a certified mediator prior to the
filing of this civil action.



Theodore von Keller, Esquire
B. Lindsay Crawford, III, Esquire
Sara Hutchins, Esquire
Adam Schanz, Esquire
Crawford & von Keller, LLC
PO Box 4216
1640 St. Julian Place (29204)
Columbia, SC 29240
Phone: 803-790-2626

Columbia, South Carolina
March 25, 2013

Attorneys for Plaintiff

28

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF DARLINGTON) FOURTH JUDICIAL CIRCUIT
Civil Case No.: 2012-CP-16-1021

Vanderbilt Mortgage and Finance, Inc.,)

PLAINTIFF,)

Vs.)

Ashton C. Bull, Linda Bull, Park
Avenue Homes, South Carolina
Department of Motor Vehicles,)

DEFENDANTS.)

**AMENDED
ANSWER AND COUNTERCLAIM**
(Jury Trial Requested)

The Defendants, Ashton C. Bull and Linda Bull, would respectfully show unto the Court as follows:

AS A FIRST DEFENSE

1. Each and every allegation not hereinafter specifically admitted, qualified or explained, is denied and strict proof demanded thereof.

AS A SECOND DEFENSE

2. The Complaint should be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

AS A THIRD DEFENSE

3. The Defendants filed a pro se Answer and served it upon Plaintiff's counsel by certified mail. A copy of the pro se Answer is attached as **EXHIBIT A**. This responsive pleading amends the pro se Answer.

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2013 JUL 24 AM 10:18
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

AS A FOURTH DEFENSE

4. The serial number listed in the second Amended Summons and Complaint remains incorrect.

AS A FIFTH DEFENSE

5. The Plaintiff does not have standing to sue the Defendant because it does not own the property which is the subject of this action.

AS A SIXTH DEFENSE

6. The pleadings do not comply with the Administrative Orders of the South Carolina Supreme Court related to foreclosures.

AS A SEVENTH DEFENSE

7. The pleadings do not comply with the Consumer Protection Code.

AS AN EIGHTH DEFENSE

8. The Defendants desire modification of the loan. They are unable to have the loan modified because the serial numbers and relevant paperwork do not reference her mobile home. The land and home have not been combined properly as required by the County and the State of South Carolina.

AS A NINTH DEFENSE

9. The Plaintiff failed to add a necessary party to this action.
10. This action should be dismissed pursuant to Rules 12(b)(7) and 19 of the South Carolina Rules of Civil Procedure.

AS A TENTH DEFENSE

11. The Defendants admits paragraph 1.
12. The Defendants denies paragraphs 2 and 3.
13. The Defendants admit paragraphs 4, 5 and 6.
14. The Defendants deny paragraph 7.
15. The Defendants admit paragraphs 8, 9 and 10.
16. The Defendants deny paragraphs 11, 12, 13, 14, 15, 16, 17 and 18.
17. The Defendants admit paragraph 19.
18. The Defendants deny paragraph 20, 21, 22, 23, 24, 25, 26, 27 and 28.
19. The Defendants admit paragraph 29 and 30.
20. The Defendants deny paragraphs 31, 32, 33 and 34.

BY WAY OF COUNTERCLAIM

AS A FIRST CAUSE OF ACTION
(Negligence)

21. The paperwork prepared by the Plaintiff's successor does not accurately describe the mobile home which is the subject of this action.

22. The Plaintiff had a duty to properly prepare the paperwork related to the loan. The Plaintiff further had a duty to combine the mobile home and land through the tax office and/or other county and state offices.

23. The Plaintiff breached its duty in this matter.

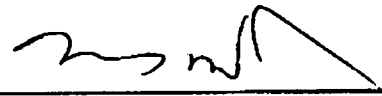
24. As a result of the Plaintiff's negligence, the Defendants have been unable to refinance the loan or have it modified.

25. The Defendants have suffered damages as a result of the negligence of the Plaintiffs.

WHEREFORE, the Defendants pray that the Plaintiff's Complaint be dismissed and that they be granted a judgment against the Plaintiff along with the costs associated with this action, and for such other and further relief as this Court deems just and proper.

THE WOODSON LAW FIRM, L.L.C.

By:



Marcus Woodson
Attorney for the Defendants
Post Office Box 1657
Marion, SC 29571
(843)423-1977 telephone

July 24, 2013

Marion, South Carolina

EXHIBIT A

January 7, 2013

To Whom It May Concern:

I am disputing the foreclosure case number 12-CP-16-1021. The reason I am disputing this foreclosure is because not title can be bound under the serial number that is on the contract. Therefore the taxes and insurance that was added to my payment was not valid due to the inconsistency of serial numbers. This house does not belong to Vanderbilt Mortgage Company.

We were advised at the time of this contract that this would be a land-home deal which should include a permanent foundation and it does not. The loan documents were not recorded correctly.

Sincerely,

Ashton Bull

1108 Farmhouse Lane

Darlington, SC 29540

FILED
2013 JUL 24 AM 10:19
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON

Vanderbilt Mortgage and Finance, Inc.

Plaintiff,

-vs-

Ashton C. Bull, Linda Bull, Park
Avenue Homes, South Carolina
Department of Motor Vehicles,

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO.: 2012-CP-16-1021

SECOND AMENDED SUMMONS

(Declaratory Judgment)
(Reformation of Mortgage)
(Mortgage Foreclosure)
(Mobile Home Repossession)
Non-Jury
(Deficiency Judgment Waived)

SCOTT B. SUGGS
CLERK OF COURT/IR.O.D.
DARLINGTON COUNTY, S.C.

2013 NOV -8 AM 11:43

FILED

TO THE DEFENDANT(S) ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, Crawford & von Keller, LLC., PO Box 4216, Columbia, SC 29240, within thirty (30) days after service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff will apply to the Court for a judgment by default granting the relief demanded in the Complaint.

**TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO
MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM
THE MINOR(S) RESIDE(S), AND/OR TO PERSON UNDER SOME LEGAL
DISABILITY, INCOMPETENTS AND PERSONS CONFINED:**

YOUR ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a Guardian *ad Litem* within thirty (30) days after service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the

Plaintiff.



Theodore von Keller, Esquire
B. Lindsay Crawford, III, Esquire
Sara Hutchins, Esquire
Crawford & von Keller, LLC.
PO Box 4216
Columbia, SC 29240
Phone: 803-790-2626

Attorneys for Plaintiff

Columbia, South Carolina

October 14, 2013

FILED

2013 NOV -8 AM 11:43

SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON

Vanderbilt Mortgage and Finance, Inc.

Plaintiff,

-vs-

Ashton C. Bull, Linda Bull, Park Avenue
Homes, South Carolina Department of
Motor Vehicles,

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO. 2012-CP-16-1021

SECOND AMENDED COMPLAINT
(Declaratory Judgment)
(Reformation of Mortgage)
(Mortgage Foreclosure)
(Mobile Home Repossession)
Non-Jury
(Deficiency Judgment Waived)

The Plaintiff, complaining of the Defendants above-named, would respectfully show unto this Honorable Court:

1. Pursuant to S.C. Code Section 33-15-101, Plaintiff is a corporation or other legal entity doing business in the State of South Carolina.
2. That the Plaintiff is the owner and holder of the promissory note, Certificate of Title, and mortgage, hereinafter described, which are the subjects of this action.
3. The Plaintiff, in compliance with The Supreme Court of South Carolina *Administrative Order Re: Mortgage Foreclosure and the Home Affordable Modification Program ("HMP")*, 2009-05-22-01, filed May 29, 2009, asserts that the loan subject to this action is not securitized or guaranteed by Fannie Mae or Freddie Mac, nor is the Plaintiff a servicer who has signed an agreement to participate in the HMP.
4. That the real property hereinafter described, which is the subject of this action, is situated and located in Darlington County, South Carolina.
5. That some interest in or lien upon such real property is held or may be claimed by the Defendants herein.
6. That on or about July 14, 2003, for value received, Ashton C. Bull executed and delivered to The CIT Group/Consumer Finance, Inc. a certain promissory note, in writing, according to the terms and conditions set out therein, by which said maker promised to pay to

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SCOTT B. LUGGS
CLERK OF COURT
DARLINGTON COUNTY, S.C.

The CIT Group/Consumer Finance, Inc. the sum of \$85,600.00, together with interest thereon at the rate of 9.35% per annum.

7. That in order to better secure the payment of the said note and debt, in accordance with the terms and conditions thereof, the said Ashton C. Bull executed and delivered on July 14, 2003 a mortgage of real estate to The CIT Group/Consumer Finance, Inc., its successors and assigns, covering the following described property:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

8. That on July 15, 2003, said mortgage was recorded in the Office of the Clerk of Court for Darlington County in Book 1028 at Page 4329.

9. This mortgage constitutes a purchase money mortgage.

10. That the said The CIT Group/Consumer Finance, Inc. assigned said mortgage unto Vanderbilt Mortgage and Finance, Inc. by Assignment of Mortgage dated September 9, 2008, and recorded in the Office of the Clerk of Court for Darlington County In Book 1055 at Page 675 on November 24, 2008. By virtue of said assignment, the Plaintiff in this action is the owner and holder of the note and mortgage.

FOR A FIRST CAUSE OF ACTION
(Declaratory Judgment)

11. The Plaintiff reincorporates and realleges each of the foregoing allegation as fully as if repeated herein verbatim.

12. Upon information and belief, The CIT Group/Consumer Finance, Inc. intended that the subject loan be secured by the real property and 2003 Champion Model Manufactured Home Serial No. 23-04-79805602ABC, located on the Mortgage Property described in Exhibit "A".

13. Upon information and belief, when Ashton C. Bull applied for a mortgage loan from the purchasing all of the property which is the subject of this litigation that s/he was willing to

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CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

execute a mortgage upon the entire property, that is the Mortgage Property and Collateral, to secure the mortgage loan.

14. In reliance upon the representations of Ashton C. Bull and the combined value of the Mortgaged Property and the Collateral, a mortgage loan was extended to Ashton C. Bull, with the intent that the loan would be secured by a first lien upon the Mortgaged Property and Collateral.

15. Ashton C. Bull and The CIT Group/Consumer Finance, Inc., in furtherance of their relationship as Borrower and Lender, respectively, intended for Ashton C. Bull to perfect a security interest in the Collateral. The relationship between The CIT Group/Consumer Finance, Inc. and Ashton C. Bull, respectively, is such that a reasonable person would expect Ashton C. Bull to require that its loan be secured by a mortgage upon all of The CIT Group/Consumer Finance, Inc.'s property, including the Collateral, in exchange for receiving the mortgage loan.

16. No additional parties have an interest in the Collateral. A search of the recorded at the Department of Motor Vehicles on or about October 11, 2013, revealed that a Certificate of Title has never been issued for Collateral. Since no other parties have perfected a security interest in the Collateral and Vanderbilt Mortgage and Finance, Inc., as current owner and holder of the Note and Mortgage, believes that it is entitled to an Order from this Court establishing that is is entitled to perfect its lien as first lien holder and directing the South Carolina Department of Motor Vehicles to issue a Certificate of Title to the successful purchaser (including its successors and assigns) at the foreclosure sale of the Mortgaged Property and Collateral)

FOR A SECOND CAUSE OF ACTION
(Reformation of Mortgage to Correct Legal Description)

17. The Plaintiff reincorporates and realleges each of the foregoing allegations as fully as if repeated herein verbatim.

18. That due to an apparent scrivener's error, the mortgaged real property was described as (see Exhibit "A") when the property should correctly have been described as set forth as follows:

TMS # 118-00-01-044 Land and 118-00-01-044.000 MH

Physical Address: 1108 Farmhouse Lane, Darlington, SC 29540

Mobile Home: 2003 Champion Model Manufactured Home, Serial No. 23-04-79805602ABC

19. That the deed into Ashton C. Bull of the subject real property, known as 1108 Farmhouse Lane, Darlington, SC 29540, , which deed was dated , and recorded in the Office of the Clerk of Court for Darlington County on July 15, 2003 at 3:52 pm in Book 1028 at Page 4329 clearly describes the real property as, (see Exhibit "A").

20. That the Plaintiff is informed and believes that the legal description contained on the subject mortgage should be reformed to change to correct VIN# 0230309805296ABC from to VIN# 23-04-79805602ABC, as it was clearly the intention of the interested parties to the loan that Ashton C. Bull mortgage his/her property to secure the loan.

21. That the Plaintiff is further informed and believes that it is entitled to an Order to correct the legal description as aforesaid reforming the mortgage.

FOR A THIRD CAUSE OF ACTION
(Mortgage Foreclosure)

22. The Plaintiff reincorporates and realleges each of the foregoing allegations as fully as if repeated herein verbatim.

23. That according to the terms and conditions of said note and mortgage, it is provided that, in the event of default in the payment of any installment when due, the entire principal and accrued interest shall at once become due and payable at the option of the holder.

24. That the monthly payments due on said note and mortgage are in default since May 15, 2012; that the conditions of said note and mortgage have been broken; that the Plaintiff elects to and does, declare the entire balance of said indebtedness due and payable; that the principal balance as of said default date is \$81,940.18; that also due and owing is interest as provide at the

rate set forth in the Note; that also due are late charges and the costs and disbursements of this action, including attorney's fees

25. That it has become and is necessary for the Plaintiff to employ legal counsel to prosecute this action; and that a reasonable fee for the services of the Plaintiff's counsel should, according to the terms of said note and mortgage, be added to the amount of the mortgage debt.

26. Pursuant to §37-3-105, *South Carolina Code of Laws* (1976 as amended), the mortgage lien, which is subject to this action, is a first lien on real estate and is not a 'consumer loan' for the purposes of the South Carolina Consumer Protection Code. Any notices of right to cure have been given as required.

27. That the Plaintiff has advanced and/or may advance certain sums for taxes and insurance and for inspecting and/or securing the subject property, which sums, according to the terms of said mortgage, should be added to the amount of the mortgage debt.

28. That the Defendant, Park Avenue Homes, Inc., may have or claim to have an interest in the subject property by virtue of a mortgage given by Ashton C. Bull to Park Avenue Homes, Inc. in the original amount of \$16,050.00, dated August 15, 2003, and recorded on August 15, 2003, in the Office of the Clerk of Court for Darlington County in Book 1028 at Page 4333. Said mortgage is junior and subordinate to the lien of the Plaintiff herein.

29. That upon information and belief, the Defendant(s) Linda Bull is/are in possession of and residing in the said mobile home, possession of which is sought by the Plaintiff in this action. That said Defendant(s) are not liable for the aforementioned debt.

30. That the Plaintiff claims no deficiency judgment, and any right to same is specifically waived.

FOR A FOURTH CAUSE OF ACTION
(Mobile Home Repossession)

31. The Plaintiff reincorporates and realleges each of the foregoing allegations as fully as if repeated herein verbatim.

32. That upon information and belief, the Defendant(s) is/are in possession of and residing in the said mobile home, possession of which is sought by the Plaintiff in this action.

33. That the Plaintiff, Vanderbilt Mortgage and Finance, Inc., is entitled to enforce its lien upon such mobile home.

34. That the Plaintiff is informed and believes that it is entitled to an Order granting possession of the Defendant(s) mobile home to the Plaintiff, but that the Plaintiff requests that the Defendant(s) mobile home be sold jointly with the mortgaged real property described herein.

WHEREFORE, having fully set forth its Complaint, the Plaintiff prays that this Honorable Court inquire into the matters set forth herein; and

That the Plaintiff's mortgage be reformed to correct the legal description to reflect VIN #23-04-79805602ABC rather than VIN# 0230309805296ABC ; and

That the Plaintiff's mobile home lien be declared a first lien and mortgage be declared a first lien purchase money mortgage and that the Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes, insurance premiums and/or inspection or securing expenses, which may have been paid, a reasonable sum as attorney's fees and the costs of this action; and

That the Plaintiff's collateral (real property and mobile home) be sold together under the direction of this Court, that the equity of redemption be barred, and that the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and sale, and

Second, to the payment and discharge of the amount due on the Plaintiff's note and mortgage, together with attorney's fees and costs as aforesaid, and

Third, the surplus, if any, be distributed pursuant to Rule 71 of the South Carolina Rules of Civil Procedure, and

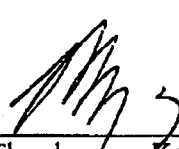
That the Court issue an Order directing the South Carolina Department of Motor Vehicles to issue a Certificate of Title for the subject mobile home in favor of the successful purchaser, and/or its successors and assigns, at the foreclosure sale; and

That the Court issue an Order directing the Sheriff to place the successful purchaser at the foreclosure sale in possession of the subject mobile home and real property, and all persons claiming thereunder and the removal therefrom of all furnishings, fixtures and items not subject to the lien of the Plaintiff's Mortgage, which personal property, if not removed shall be deemed abandoned and shall be removed by the Plaintiff or its agents from the Mortgaged Property by placing said property on the public street or highway or by any other means, including by force, if necessary; and

An Order granting the appointment of a receiver should it become necessary, to secure and supervise the rental of the property to be foreclosed with the authority to take possession thereof and collect rents, issues and profits thereon during the pendency of this action and to hold the same as further security for Plaintiff's debt; and

An Order be entered for reimbursement of all costs of inspecting and securing the property incurred by the Plaintiff as a result of the delinquency; and

For such other and further relief as may be just and proper.


Theodore von Keller, Esquire
B. Lindsay Crawford, III, Esquire
Sara Hutchins, Esquire
Adam Schanz, Esquire
Crawford & von Keller, LLC.
PO Box 4216
Columbia, SC 29240
Phone: 803-790-2626

Attorneys for Plaintiff

Columbia, South Carolina
October 14, 2013

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2013 NOV - 8 AM 11:43
SCOTT B. SUGGS
CLERK OF COURT/R.O.
DARLINGTON COUNTY, S.C.

**NOTICE REQUIRED BY THE
FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. §1692, et seq., as amended**

1. The Plaintiff named in the attached Summons and Complaint is the creditor to whom the debt is owed.
2. If the Plaintiff is different from the original creditor, the Plaintiff's firm will provide the debtor with the name and address of the original creditor, if requested by the debtor, in writing, within thirty (30) days of the receipt of this notice.
3. The debt described in the Complaint attached hereto and evidenced by the Note and Mortgage described therein will be assumed to be valid by the Plaintiff's law firm unless the debtor, within thirty days (30) after the receipt of this notice, disputes, in writing, the validity of the debt or some portion thereof.
4. If the debtor notifies the Plaintiff's law firm, in writing within thirty days (30) of the receipt of this notice, that the debt or any portion thereof is disputed, the Plaintiff's law firm will obtain a verification of the debt, and a copy of such verification will be mailed to the debtor by the Plaintiff's law firm.
5. As of the date of the attached complaint, you owe \$93,741.88 (this amount represents payoff and attorney fees). Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, you may write or call the Plaintiff's law firm as set forth below.
6. Written requests should be addressed to Theodore von Keller, B. Lindsay Crawford, III, Sara Hutchins, or Adam Schanz, Attorneys at Law, PO Box 4216, Columbia, SC 29240. Telephone requests should be directed to said attorney at 803-790-2626

**THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

FILED
2013 NOV -8 AM 11:43
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

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2013 NOV -8 AM 11:43

**SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.**

A

EXHIBIT "A"

All that certain piece, parcel or lot of land situate, lying and being in the Antioch Community of Darlington County, State of South Carolina, and shown to contain 0.66 acres on a plat made by J.E. Tucker, Jr., for Pagonia O. R. Thomas dated May 29, 1996; whereon said lot is shown to be bounded as follows: On the North by a property of Roosevelt Perkins Estate for a distance of 196.60 feet; on the East by a 30 foot road or right of way for a distance of 153.46 feet; on the South by property of Pagonia O. R. Thomas for a distance of 181.16 feet and on the West by property now or formerly of Willie J. Hunter for a distance of 150.22 feet. Reference being had to the aforementioned plat which is recorded in Plat Book 165 at Page 283, Darlington County records.

This being that same property conveyed to Ashton C. Bull by deed from Linda Bulls dated July 14, 2003 and recorded July 15, 2003 in Deed Book 1028 at Page 4325 in the Office of the Clerk of Court for Darlington County.

TMS # 118-00-01-044 Land and 118-00-01-044.000 MH

Physical Address: 1108 Farmhouse Lane, Darlington, SC 29540

Mobile Home: 2003 Champion Model Manufactured Home, Serial No. 23-04-79805602ABC

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2013 NOV - 8 AM 11:43
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CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

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2013 NOV -8 AM 11:43

**SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.**

B



SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES
0062 Columbia O'Neil Court
228 O'Neil Court, Suite A
COLUMBIA, SC 29223

Receipt of Fees Paid
10/11/2013 2:42:46 PM

32356987
CRAWFORD & VON KELLER, LLC
1640 SAINT JULIAN PL
COLUMBIA, SC 29204-2408

Reference No: 92587635

SERVICES

Customer Name	ServiceDescription	Identifier	Amount
CRAWFORD & VON KELLER, LLC	INFO REQUEST	T&R- MISCELLANEOUS DOCS *MNL	\$6.00
CRAWFORD & VON KELLER, LLC	FEE COLLECTION		\$20.00
		Donate Life SC:	\$0.00
		Total Fees Due:	\$26.00

PAYMENTS

Check #002385	32356987	CRAWFORD & VON KELLER, LLC	\$26.00
		Total Payments:	\$26.00

End of Receipt

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Visit our web site at www.scdmvonline.com
and take a moment to share your feedback about your DMV experience

*Refunds will be initiated for overpayments of \$1.00 or more
10/11/2013 2:42:47 PM

Page 1 of 1

VEHICLE TITLE TRANSACTION							
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DARLINGTON COUNTY, S.C.**

C

PROMISSORY NOTE

NAMES OF ALL BORROWERS: ASHTON C BULL Usual Address 1108 FARMHOUSE LANE DARLINGTON, SC 29540			LENDER: THE CIT GROUP/CONSUMER FINANCE, INC. 5000 FALLS OF NEUSE ROAD SUITE 405-5000 N. PK. BLD. RALEIGH, NC 27609		
LOAN NUMBER	DATE	YEARLY INTEREST RATE	Date Finance Charge Begins To Accrue	NUMBER OF PAYMENTS	DATE FIRST PAYMENT DUE
	07/14/03	9.350 %	07/14/03	360	08/14/03
AMOUNT OF FIRST PAYMENT	AMOUNT OF OTHER PAYMENTS		DATE FINAL PAYMENT DUE	PRINCIPAL BALANCE	
\$ 710.42	\$ 710.42		07/14/33	\$ 85,600.00	

This loan is secured by a Mortgage on the real property located at:
1108 FARMHOUSE LANE, DARLINGTON, SC 295409531

The words "I," "me," "my," and "us" refer to all Borrowers signing this Note. The words "you" and "your" refer to Lender or Lender's transferee.

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay the Principal Balance shown above to the order of the Lender. I understand that the Lender may transfer this Note.

2. INTEREST

I will pay interest at the Yearly Interest Rate shown above. Interest will be charged on the unpaid principal beginning on the date shown above in the "Date Finance Charge Begins to Accrue" box and will continue until the Principal Balance has been paid in full. For purposes of computing interest, interest will be charged on the assumption that each monthly payment is received on the date it is due.

3. PAYMENTS

I will pay the principal and interest by making payments each month. Each of my monthly payments will be in the amount shown above in the "Amount of Other Payments" box except my first payment will be in the amount shown above in the "Amount of First Payment" box. I will make monthly payments on the same day of each month beginning on the date shown above in the "Date First Payment Due" box. I will make these payments every month until I have paid the Principal Balance of this Note and any other charges, described below, that I may owe under this Note. If on the "Date Final Payment Due" shown above I still owe amounts under this Note, I will pay all those amounts, in full, on that date, which is called the "maturity date." I will make my monthly payments at the address shown above under your name or at a different place if required by you.

4. MY FAILURE TO PAY AS REQUIRED

(A) Late Charge

If a payment is more than 15 days late, I will pay a late charge equal to 5% of the unpaid amount of the payment or \$50, whichever is less.

(B) Check Collection Charge

If I make a payment by check, negotiable order of withdrawal, share draft or other negotiable instrument and that instrument is returned or dishonored for any reason, I will pay you a check collection charge. The amount of the charge will be any amount passed on to you by any financial institution in connection with such instrument not to exceed \$20.

(C) Default

I will be in default if:

- (1) I do not pay the full amount of any monthly payment on time;
- (2) I default under the Mortgage as defined in section 9 which secures this Note or under any other mortgage which I enter into with you;
- (3) I do not pay any of my debts generally as they become due;
- (4) I make an assignment for the benefit of creditors;
- (5) I violate or fail to abide by any term or condition of this Note or any other agreement I have with you;
- (6) I die or become incompetent;
- (7) I have made any statement or representation to you in connection with this loan which is false or incorrect;
- (8) I begin (or if someone else begins against me) a case in bankruptcy, receivership, reorganization, rehabilitation, insolvency or any other matter whether or not similar to them; or if a receiver, sequester, liquidator, trustee, guardian, conservator or other judicial representative is appointed for me or any of my property; or
- (9) My property becomes subject to a proceeding in eminent domain or other similar governmental action.

If I am in default you may require me to pay immediately the full unpaid principal balance plus accrued and unpaid interest, and any other charges I owe under this Note.

SEE ATTACHED RIDER TO NOTE
 SEE OTHER SIDE FOR ADDITIONAL IMPORTANT TERMS

Ashton C Bull
 ASHTON C BULL (Borrower)
 _____ (Borrower)
 _____ (Borrower)

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(D) Payment of Note Holder's Costs and Expenses

If I default and you require me to pay immediately in full as described above, I promise to pay your reasonable attorney's fees not in excess of fifteen percent of the unpaid debt after default if this loan is referred to an attorney, not your employee, for collection, and legally permitted court costs.

5. MY RIGHT TO MAKE PREPAYMENTS

I have the right to make payments of principal before they are due. Any payment made before it is due is known as a "prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

If I make a partial prepayment, there will be no changes in the amounts of my monthly payments unless you agree in writing to these changes. I may make a full or partial prepayment at any time without penalty. You earn any prepaid finance charge at the time the loan is made and no part of it will be refunded if I pay in full ahead of schedule.

6. MY WAIVERS

I waive my rights to require you to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certificate of nonpayment (known as a "protest"). Anyone else (i) who agrees to keep the promises made in this Note, or (ii) who agrees to make payments to you if I fail to keep my promises under this Note, or (iii) who signs this Note to transfer it to someone else (known as "guarantors, sureties and endorser(s)"), also waives these rights. I also waive any rights I may have under any valuation or appraisal laws.

7. CHANGES/DELAY IN ENFORCEMENT

No change or cancellation of this Note shall be effective unless the change or cancellation is in writing and has been signed by you and me. You can delay enforcing, or fail to enforce, any or all of your remedies under this Note without losing those or other remedies or rights.

8. GIVING OF NOTICES

Any notice that must be given to me under this Note will be given by delivering it or by mailing it addressed to me at the Mailing Address above. A notice will be delivered to me at a different address if I give you a notice of my different address.

Any notice that must be given to you under this Note will be given by mailing it to you at the address stated above. A notice will be mailed to you at a different address if I am given a notice of that different address.

9. THIS NOTE COVERED BY A MORTGAGE

A Mortgage of the same date as this Note protects you from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

10. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed (plus the charges as described in Section 4(D) above) and to keep all of the promises made in this Note. Any guarantor, surety or endorser of the Note (as described in Section 6 above) is also obligated to do these things. You may enforce your rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety or endorser of this Note (as described in Section 6 above) is also obligated to keep all of the promises made in this Note.

11. APPLICATION OF PAYMENTS

Payments will be applied to accrued interest before the unpaid principal balance.

12. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. You may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

13. APPLICABLE LAW

This Note shall be governed by the laws of the State of South Carolina and any applicable federal law. In the event of a conflict between any provision of this Note and any federal or South Carolina State statute, law or regulation in effect as of the date of this Note, the statute, law or regulation shall control to the extent of such conflict and the provision contained in this Note shall be without effect. All other provisions of this Note will remain fully effective and enforceable.

SEE OTHER SIDE FOR ADDITIONAL IMPORTANT TERMS

AB

10/27/2011
10/27/2011
10/27/2011

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DARLINGTON COUNTY, S.C.

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RIDER TO PROMISSORY NOTE

This Rider is made a part of, as if set forth in full therein, that certain Promissory Note dated July 14, 2003 (the "Note"), of ASHTON C BULL (the "Borrowers"), in favor of The CIT Group/ Consumer Finance, Inc. (the "Lender"). The words "I," "me," "my," and "us" refer to all Borrowers signing the Note. The words "you" and "your" refer to Lender or Lender's transferee.

1. The terms defined in the Note shall have the same meanings when used in this Rider, unless otherwise defined in this Rider.

2. The term "Manufactured Home" when used in this Rider refers to the manufactured home described as follows:

NEW	2003	CHAMPION	TS7982003 02302309805296C,		
Year or Used	Year	Make	Model	Identification Number	
located at					
1108 FARMHOUSE LANE	DARLINGTON	SC	29540	DARLINGTON	
Street Address	City	State	Zip Code	County	

(the "Manufactured Home").

3. In addition to the protections given to you under the Note and under the Mortgage, Deed of Trust or Deed to Secure Debt, I grant you a security interest in the Manufactured Home and all proceeds thereof, including insurance proceeds, and any refunds of unearned insurance premiums on policies financed as part of this transaction.

4. I represent and warrant to you as follows: I shall comply with all state and local laws and regulations regarding the affixation of the Manufactured Home to the real property legally described in the Mortgage, Deed of Trust or Deed to Secure Debt (the "Real Property"). The Manufactured Home shall be, at all times, and for all purposes, permanently affixed to and part of the Real Property. Affixing the Manufactured Home to the Real Property does not violate any zoning laws or other local requirements applicable to manufactured homes. If required by applicable law to perfect your security interest in the Manufactured Home or deemed desirable by you, I agree to cooperate with you to assure that your lien is properly noted on the certificate of title for the Manufactured Home; provided, however, if the Manufactured Home can be classified as real property under local or state law and you desire that it be so classified, I agree to cooperate with you to do whatever is necessary under local or state law to classify the Manufactured Home as real property, including, but not limited to, surrendering the Manufactured Home certificate of title and obtaining the requisite governmental approval and accompanying documentation necessary to classify the Manufactured Home as real property under state and local law. The Manufactured Home has been delivered and installed to my satisfaction and is free from all defects.

I hereby acknowledge receipt of a completed and signed copy of this Rider to Note.
WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


ASHTON C BULL

Borrower
(S-1)

Borrower
(S-2)

Borrower
(S-3)

Borrower
(S-4)

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Name: <u>Bull, Ashton</u>				
Property Address: <u>1108 Farmhouse Ln.</u>				
City: <u>Darlington</u>	County: <u>Darlington</u>	State: <u>SC</u>	Pin Code: <u>29540</u>	
Lending: <u>Discount Funding</u>				

MOBILE HOME ADDENDUM

I certify the following conditions as a result of my inspection.

YES NO (circle) Is the subject housing a mobile home? If a mobile home the following items must be addressed:

Manufacturer: Champion Model: TS798 2003 Serial#: 021-03-098-05298ABC

☒ The manufactured housing unit is permanently affixed to a foundation (must be verified thru the local building inspectors office)

Foundation type: Concrete Block

☒ All wheels, axles, hitches, and tongues have been removed and the unit is no longer mobile.

☒ The manufactured housing unit (Mobile Home) has been properly anchored and strapped.

☒ All foundations, both perimeter and piers have footings which are located below the frost line (if applicable) and have been constructed in accordance with state and local building codes.

☒ The manufactured housing unit has been built to federal manufactured home construction and safety standards established in 1974, and adopted by HUD June 15, 1976.

☒ HUD Title 5 regulation certification label observed and photographed (Silver/Red Label- Located on unit exterior).

☒ All available utilities, whether public or private appear to be properly connected.

☒ The manufactured housing unit and it's construction are common and customary to the unit's market area.

☐ The property is remote or inaccessible (Minimum 25% built up)

The subject unit is: Single Wide: ☐ Double Wide: ☐ Other: ☒ Triplewide

☒ The unit is suitable for year round occupancy. Photo/inspection of data plate which can be found on or near the main electric service panel/circuit breaker cabinet.

☒ The property is treated as real property by the local Tax Assessor and is taxed as such.

☐ The unit's floor plan is typical for single wides in the area.

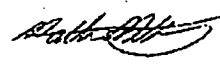
☒ The functional utility and quality of construction of this unit are commensurate with stick built homes of similar size and price range in the subject's market area.

☒ All comparables are also manufactured housing of similar quality.

Estimated Remaining Economic Life: 50 years.

Additional comments: _____

Appraiser Name: Matthew C. McCray Appraiser License#: L 2325 State SC

Signature:  Date: 06/30/2003

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 DARLINGTON COUNTY, S.C.

REAL ESTATE MORTGAGE

Schuriknight & Rivers, P.A.
Attn: Marie Henry, Mgr.
Real Estate Division
P.O. Box 6589
Florence, SC 29501



Name and Address of Mortgagor(s)

UNMARRIED

ASHTON C BULL
1108 FARMHOUSE LANE
DARLINGTON, SC 29540

Mortgagee:

THE CIT GROUP/CONSUMER FINANCE, INC.
5000 FALLS OF NEUSE ROAD
SUITE 405-5000 N. PRK. BLD.
RALEIGH, NC 27609

Loan Number	Date	Date First Payment Due	Principal Balance
	07/14/03	07/14/03	\$ 85,600.00

This loan is secured by a Mortgage on the real property located at:
1108 FARMHOUSE LANE DARLINGTON, SC 295409531

The words "I," "me" and "my" refer to all Mortgagors indebted on the Note secured by this Mortgage. The words "you" and "your" refer to Mortgagee and Mortgagee's assignee if this Mortgage is assigned.

MORTGAGE OF REAL ESTATE

To secure payment of (a) a Note I signed today promising to pay you the Principal Balance as shown above together with interest at the rate set forth in the Note secured by this Mortgage, which Note has a maturity date of 07/14/03, and all modifications, renewal and extensions thereof, (b) all amounts advanced by you under this Mortgage to protect the security of this Mortgage, and (c) all future advances made under this Mortgage up to one hundred fifty percent (150%) of the original principal balance of the Note plus interest thereon, court costs and attorney's fees, each of the persons signing this Mortgage mortgages, grants, conveys and confirms to you, your successors and assigns, the real estate described below, and all present and future improvements on the real estate and all easements, rights, appurtenances and rents, which is located in South Carolina, County of DARLINGTON, (the "Premises").

SEE ATTACHED RIDER TO MORTGAGE
SEE ATTACHED LEGAL DESCRIPTION (EXHIBIT 'A')

Together with all improvements now or hereafter erected on the Premises, all easements, rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining to the Premises, and all fixtures now or hereafter part of the Premises, to have and to hold said Premises unto Mortgagee and Mortgagee's successors and assigns, forever.

TERMS AND CONDITIONS:

PAYMENT OF OBLIGATIONS - If I pay my Note according to its terms, this Mortgage will become null and void.

TAXES - LIENS - INSURANCE - MAINTENANCE - I will pay, when they are due and payable, all taxes, security agreements (including mortgages), liens, assessments, obligations, water rates and any other charges against the Premises, whether superior or inferior to the lien of this Mortgage, maintain hazard insurance on the Premises in your favor in a form and amount satisfactory to you and maintain and keep the Premises in good repair at all times during the term of this Mortgage. You may pay any such tax, lien, assessment, obligation, water rates, premium or other charge (including any charge to maintain or repair the Premises) or purchase such insurance in your own name, if I fail to do so. The amount you pay will be due and payable

SEE OTHER SIDE FOR ADDITIONAL IMPORTANT TERMS

Signed this 14th day of July, 2003.

Signed, sealed, and delivered in the presence of:

Ashton C Bull
ASHTON C BULL (Seal)

Marie Waldrup-Henry
Witness
Witness

ACKNOWLEDGEMENT

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF DARLINGTON

Before me, a Notary Public in and for said County and State, personally appeared William J. Rivers, III, who, being duly sworn made oath that (s)he saw the within-named mortgagor(s) sign, seal and as his/her/their act and deed deliver the within-described mortgage, and that (s)he together with Marie Waldrup-Henry witnessed the execution thereof.

SWORN TO before me this 14th day of July, 2003.

Marie Waldrup-Henry
Notary Public for South Carolina (Seal)

My Commission Expires: 5-18-04

Doc ID: 030140550034 Type: ITD
Recorded: 07/15/2003 at 03:52:51 PM
Fee Amt: \$10.00 Page 1 of 4
Darlington County, SC
Scott B. Suggs Clerk of Court
EX 1028 PD4329-4332

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DARLINGTON COUNTY, S.C.

to you, on demand, will bear interest at the interest rate set forth in the Note secured by this Mortgage if permitted by law or, if not, at the highest lawful interest rate, will be an additional lien on the Premises and may be enforced and collected in the same manner as the other obligations secured by this Mortgage. The insurance carrier providing the insurance referred to above will be chosen by me subject to your approval which will not be unreasonably withheld. All insurance policies and renewals must be acceptable to you and must include a standard mortgage clause. You will have the right to hold the policies and renewals. If you require, I will promptly give to you all receipts of paid premiums and renewal notices. In the event of a loss, I will give prompt notice to the insurance carrier and you. You may file a proof of loss if not made promptly by me. Insurance proceeds will be applied to the restoration or repair of the Premises damaged or, at your option, the insurance proceeds will be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to me. If I abandon the Premises, or do not answer within ten (10) days, a notice from you that the insurance carrier has offered to settle a claim, then you may collect the insurance proceeds. The ten (10) day period will begin when the notice is given.

TITLE - The Premises were conveyed to me by a deed which is to be, or has been, recorded before this Mortgage, and I warrant the title to the Premises and will defend title to the Premises against all claims and demands, except as to those matters described below. I further warrant that the lien created by this Mortgage is a valid and enforceable first lien, subordinate only to easements and restrictions of record on the date of this Mortgage, and that during the entire term of the indebtedness secured by this Mortgage, such lien will not become subordinate to anything else.

CONDEMNATION - The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation (the taking of my property for a public use) or other taking of any part of the Premises, or for conveyance in lieu of condemnation, are hereby assigned and will be paid to you and are subject to the lien of and secured by this Mortgage. In the event of a taking of the Premises, the proceeds will be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to me. If the Premises are abandoned by me, or if, after notice by you to me that the condemnor offers to make an award or settle a claim for damages, I fail to respond to you within ten (10) days after the date the notice is given, you are authorized to collect and apply the proceeds, at your option, either to the restoration or repair of the Premises, or to the sums secured by this Mortgage, whether or not then due.

DUE ON SALE OR ALTERATION - Except in those circumstances in which Federal law otherwise provides, I will not, without your consent, sell or transfer the Premises or alter, remove or demolish the buildings on the Premises, allow the Premises to deteriorate or commit waste.

DEFAULT - If I default in paying any part of the indebtedness secured by this Mortgage or if I default in any other way under this Mortgage or under the Note which it secures or on any other mortgage which covers the Premises, the entire unpaid principal balance and accrued and unpaid interest and any other amounts I then owe to you under this loan will become immediately due if you desire, without your advising me. If I am required to pay immediately in full as described above, I promise to pay your reasonable attorney's fees not in excess of fifteen percent of the unpaid debt after default if the loan is referred to an attorney, not your employee, for collection and all other reasonable costs and expenses you actually incur in collecting the loan or foreclosing on this Mortgage, to the extent permitted by law. If any money is left over after you foreclose on this Mortgage and deduct such attorney's fees and all other costs and expenses incurred, it will be paid to the persons legally entitled to it, but if any money is still owing, I agree to pay you the balance.

APPOINTMENT OF RECEIVER AND ASSIGNMENT OF RENTS - I agree that you are entitled to the appointment of a receiver in any action to foreclose on this Mortgage and you may also enter the Premises and take possession of them, rent them if the Premises are not already rented, receive all rents and apply them to the obligations secured by this Mortgage. I assign all rents to you but you agree that I may continue to collect the rents unless I am in default under this Mortgage or the Note.

RIGHTS CUMULATIVE - Your rights under this Mortgage will be separate, distinct and cumulative and none of them will be in exclusion of any other nor will any act of yours be considered as an election to proceed under any one provision of this Mortgage to the exclusion of any other provision.

NOTICES - I agree that any notices and demand may be given to me either in person or by mail.

RELEASE - Upon payment of all sums secured by this Mortgage, you shall release the Premises from the lien of this instrument. I shall pay recording costs to the extent permitted by applicable law.

EXTENSIONS AND MODIFICATIONS - Each of the persons signing this Mortgage agrees that no modification, renewal or extension of time or other variation of any obligation secured by this Mortgage will affect any other obligation under this Mortgage.

APPLICABLE LAW - This Mortgage is made in accordance with, and will be governed by, the laws of the State of South Carolina and applicable Federal law.

RECEIPT OF COPY - Each person signing this Mortgage acknowledges receipt of a completed and signed copy of this Mortgage.

BINDING EFFECT - This Mortgage is binding on and inures to both you and my successors and assigns.

SEE OTHER SIDE FOR ADDITIONAL IMPORTANT TERMS

AB

This instrument was prepared by and upon recording should be returned to:

THE CITI GROUP/CONSUMER FINANCE, INC.

PO BOX 620, MARLTON, NJ 08053-3941

3-2246 000420 10-20 10/10/00 10/10/00

FILED
2013 NOV -8 AM 11:46
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

RIDER TO REAL ESTATE MORTGAGE



This Rider is hereby made a part of, as if set forth in full therein, that certain Real Estate Mortgage dated 07/14/03 (the "Mortgage"), made by ASHTON C BULL (the "Mortgagor") in favor of The CIT Group/Consumer Finance, Inc. (the "Mortgagee"). The words "you" and "your" refer to Mortgagee and Mortgagee's assignee if this Mortgage is assigned (transferred to another party).

1. The terms defined in the Mortgage shall have the same meanings when used in this Rider, unless otherwise defined in this Rider.

2. The term "Premises" as used in the Mortgage shall include the manufactured home described as follows:

NEW	2003	CHAMPION	TS79N2003	0230309805296A, 0230309805296B 02302309805296C,
Year or Used	Year	Make	Model	Identification Number

located at

1108 FARMHOUSE LANE	DARLINGTON	SC	29540	DARLINGTON
Street Address	City	State	Zip Code	County

(the "Manufactured Home")

3. Each of the persons signing this Mortgage grants you a security interest in the Manufactured Home and all proceeds thereof, including insurance proceeds, and any refunds of unearned insurance premiums on policies financed as part of this transaction. Each of the persons signing this Mortgage also agrees to cooperate with you to assure that your lien is properly noted on the certificate of title for the Manufactured Home, if applicable.

4. The Mortgage shall constitute a financing statement filed as a fixture filing and shall perfect any security interest in the Manufactured Home granted or assigned to you hereunder or pursuant to the Note or any other agreement or assignment whatsoever under the Uniform Commercial Code as adopted in the state in which the Premises so secured by the Mortgage is located, from the date of its recording. Each of the persons signing this Mortgage hereby grants to you and you have and they enforce a security interest in and to the Manufactured Home in addition to the lien hereby imposed upon the same as part of the Premises. Each of the persons signing the Mortgage further authorizes you to execute, on his or her behalf, and file at any time during the term of this Mortgage, a financing statement or statements in those public offices deemed necessary by you, and authorizes you to file duplicates of any financing statements as determined by you.

Signed this 14th day of July, 2003.
Signed, sealed, and delivered in the presence of:

Marie Waldrop-Henry Witness
Marie Waldrop-Henry Witness

Ashton C Bull (Seal)
ASHTON C BULL (Seal)

ACKNOWLEDGEMENT

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF DARLINGTON

Before me, a Notary Public in and for said County and State, personally appeared William J. Rivers, III, who, being duly sworn made oath that (s)he saw the within-named mortgagor(s) sign, seal and as his/her/their act and deed deliver the within-described mortgage, and that (s)he together with Marie Waldrop-Henry witnessed the execution thereof.

SWORN TO before me this 14th day of July, 2003.

Marie Waldrop-Henry
Notary Public for South Carolina (Seal)

My Commission Expires: 5-18-04

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

This instrument was prepared by and upon recording should be returned to:

THE CIT GROUP/CONSUMER FINANCE, INC.
P.O. BOX 630, MARLTON, N.J. 08053-3941

1-800-451-1234 (Outside NJ) 609-581-1234 (NJ)

FILED
2013 NOV -8 AM 11:46
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

EXHIBIT A

PROPERTY DESCRIPTION

CASE NUMBER: 2003 102

All that certain piece, parcel or lot of land situate, lying and being in the Antioch Community of Darlington County, State of South Carolina, and shown to contain 0.66 acres on a plat made by J. E. Tucker, Jr., for Pagonia O. R. Thomas dated May 29, 1996; whereon said lot is shown to be bounded as follows: On the North by property of Roosevelt Perkins Estate for a distance of 196.60 feet; on the East by a 30 foot road or right of way for a distance of 153.46 feet; on the South by property of Pagonia O. R. Thomas for a distance of 181.16 feet and on the West by property now or formerly of Willie J. Hunter for a distance of 150.22 feet. Reference being had to the aforementioned plat which is recorded in Plat Book 165 at Page 283, Darlington County records.

This being that same property conveyed to Ashton C. Bull by deed from Linda Bulls a/k/a Linda Bull dated July 14, 2003 and recorded July 15, 2003 in Deed Book ~~1023~~ at Page ~~412~~ in the Office of the Clerk of Court for Darlington County.

TMS6118-00-01-044

Address: 1108 Farmhouse Lane, Darlington, SC 29540

Along with that 2003 Champion Model TS7982003 Manufactured Home, Serial No. 0230309805296A/B/C.

Also: The lien of this mortgage shall attach to the Mobile Home/Manufactured Housing Unit currently located on the above described property. Borrower and Lender intend that this Mobile Home/Manufactured Housing Unit lose its nature as personal property and become real property. Borrower declares that the above described Mobile Home/Manufactured Housing Unit will remain permanently affixed to the property and will be treated as real property. Borrower also declares that the wheels, axles and hitches have been removed and that the Mobile Home/Manufactured Housing Unit is connected to utilities. It is expressly agreed that the Lender reserves any interest in the Mobile Home/Manufactured Housing Unit both under the laws relating to Real Property, Motor Vehicles and Personal Property.

FILED
2013 NOV -8 AM 11:44
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

STATE OF SOUTH CAROLINA)
COUNTY OF DARLINGTON)

IN THE COURT OF COMMON PLEAS
FOURTH JUDICIAL CIRCUIT
Civil Case No.: 2012-CP-16-1021

Vanderbilt Mortgage and Finance, Inc.,)

PLAINTIFF,)

Vs.)

Ashton C. Bull, Linda Bull, Park
Avenue Homes, South Carolina
Department of Motor Vehicles,)

DEFENDANTS.)

**SECOND AMENDED
ANSWER AND COUNTERCLAIM**
(Jury Trial Requested)

FILED
2013 DEC 31 PM 3:33
SCOTT B. SUGGS
CLERK OF COURT/R.D.
DARLINGTON COUNTY, S.C.

The Defendants, Ashton C. Bull and Linda Bull, would respectfully show unto the
Court as follows:

AS A FIRST DEFENSE

1. Each and every allegation not hereinafter specifically admitted, qualified or explained, is denied and strict proof demanded thereof.

AS A SECOND DEFENSE

2. The Defendants request Foreclosure Intervention pursuant to South Carolina Supreme Court Administrative Order 2011-05-02-01.

AS A THIRD DEFENSE

3. The Complaint should be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

AS A FOURTH DEFENSE

4. The Plaintiff does not have standing to sue the Defendant because it does not own the property which is the subject of this action.

AS A FIFTH DEFENSE

5. The pleadings do not comply with the Consumer Protection Code.

AS AN SIXTH DEFENSE

6. The Defendants desire modification of the loan. They are unable to have the loan modified because the serial numbers and relevant paperwork do not reference her mobile home. The land and home have not been combined properly as required by the County and the State of South Carolina.

AS A SEVENTH DEFENSE

7. The Plaintiff failed to add a necessary party to this action.

8. This action should be dismissed pursuant to Rules 12(b)(7) and 19 of the South Carolina Rules of Civil Procedure.

AS A EIGHTH DEFENSE

9. The Defendants admit paragraph 1.

10. The Defendants deny paragraphs 2 and 3.

11. The Defendants admit paragraphs 4, 5 and 6.

12. The Defendants deny paragraph 7.

13. The Defendants admit paragraph 8.
14. The Defendants deny paragraphs 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18.
15. The Defendants admit paragraph 19.
16. The Defendants deny paragraphs 20, 21, 22, 23, 24, 25, 26, 27 and 28.
17. The Defendants admit paragraph 29 and 30.
18. The Defendants deny paragraph 31.
19. The Defendants admit paragraph 32.
20. The Defendants deny paragraphs 33 and 34.

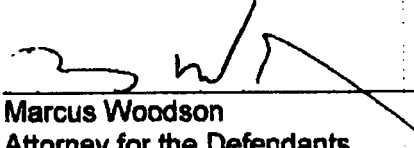
BY WAY OF COUNTERCLAIM

AS A FIRST CAUSE OF ACTION **(Negligence)**

21. The paperwork prepared by the Plaintiff's successor does not accurately describe the mobile home which is the subject of this action.
22. The Plaintiff had a duty to properly prepare the paperwork related to the loan. The Plaintiff further had a duty to combine the mobile home and land through the tax office and/or other county and state offices.
23. The Plaintiff breached its duty in this matter.
24. As a result of the Plaintiff's negligence, the Defendants have been unable to refinance the loan or have it modified.
25. The Defendants have suffered damages as a result of the negligence of the Plaintiffs.

WHEREFORE, the Defendants pray that the Plaintiff's Complaint be dismissed and that they be granted a judgment against the Plaintiff along with the costs associated with this action, and for such other and further relief as this Court deems just and proper.

THE WOODSON LAW FIRM, L.L.C.

By: 

Marcus Woodson
Attorney for the Defendants
Post Office Box 1657
Marion, SC 29571
(843)423-1977 telephone

SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

2013 DEC 31 PM 3:13

FILED

December 31, 2013

Marion, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF DARLINGTON)

IN THE COURT OF COMMON PLEAS

Vanderbilt Mortgage and Finance, Inc.,)
Plaintiff,)

Civil Action No: 2012-CP-16-1021

vs.)

PLAINTIFF'S REPLY TO
SECOND AMENDED ANSWER AND
COUNTERCLAIM

Ashton C. Bull, Linda Bull, Park Avenue)
Homes, South Carolina Department of)
Motor Vehicles,)
Defendants.)

FILED
MAR 14 PM 1:51
CLERK OF COURT
DARLINGTON COUNTY, S.C.

The Plaintiff, Vanderbilt Mortgage and Finance, Inc. (hereinafter referred to as "Plaintiff"), replies to the Second Amended Answer and Counterclaim of Defendants Ashton C. Bull and Linda Bull (hereinafter referred to as "Defendants Bull"), as follows:

AS TO THE FIRST DEFENSE

1. Plaintiff repeats and realleges the allegations of the Second Amended Complaint, denies the allegations of the Second Amended Answer and Counterclaim inconsistent herewith and demands strict proof thereof.

AS TO THE SECOND DEFENSE

2. Defendants Bull have previously participated in foreclosure intervention and the appropriate certificate of compliance has been filed with the Court which Plaintiff pleads as a complete defense.

AS TO THE THIRD DEFENSE

3. Plaintiff repeats and realleges the allegations of the Second Amended Complaint, denies the allegations of the Second Amended Answer and Counterclaim inconsistent herewith and

demands strict proof thereof.

AS TO THE FOURTH DEFENSE

4. Plaintiff repeats and realleges the allegations of the Second Amended Complaint, denies the allegations of the Second Amended Answer and Counterclaim inconsistent herewith and demands strict proof thereof

AS TO THE FIFTH DEFENSE

5. Plaintiff repeats and realleges the allegations of the Second Amended Complaint, denies the allegations of the Second Amended Answer and Counterclaim inconsistent herewith and demands strict proof thereof.

AS TO THE SIXTH DEFENSE AND COUNTERCLAIM

6. Plaintiff repeats and realleges the allegations of the Second Amended Complaint, denies the allegations of the Second Amended Answer and Counterclaim inconsistent herewith and demands strict proof thereof.

AS TO THE SEVENTH DEFENSE AND MOTION TO STRIKE

7. Plaintiff repeats and realleges the allegations of the Second Amended Complaint, denies the allegations of the Second Amended Answer and Counterclaim inconsistent herewith and demands strict proof thereof.

AS TO THE EIGHTH DEFENSE AND COUNTERCLAIM

8. Responding to the allegations of Paragraphs 9 through 20, Plaintiff repeats and realleges the allegations of the Second Amended Complaint, denies the allegations of the Second Amended Answer and Counterclaim inconsistent herewith and demands strict proof thereof.

AS TO THE FIRST COUNTERCLAIM

18. Plaintiff denies the allegations of Paragraphs 21 through 25.

FOR A SECOND DEFENSE

19. Plaintiff incorporates all responses above.
20. The counterclaims of Defendants Bull are barred by the applicable statute of limitations.

FOR A THIRD DEFENSE

21. Plaintiff incorporates all responses above.
22. The counterclaims of Defendants Bull are barred by the equitable doctrine of laches.

FOR A FOURTH DEFENSE

23. Plaintiff incorporates all responses above.
24. Plaintiff avers the affirmative defense of waiver as a complete bar to counterclaims of Defendants Bull.

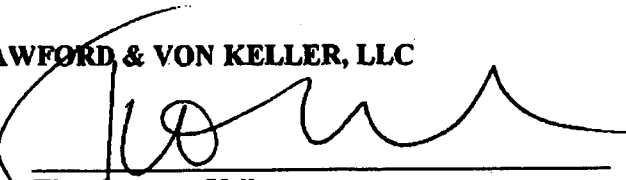
FOR A FIFTH DEFENSE

25. Plaintiff incorporates all responses above.
26. Plaintiff avers the affirmative defense of estoppel as a complete bar to counterclaims of Defendants Bull.

WHEREFORE, having fully replied to the Second Amended Answer and Counterclaim of Defendants Ashton C. Bull and Linda Bull, Plaintiff requests that the Court dismiss this Second Amended Answer and Counterclaim, grant the relief prayed for in its Second Amended Complaint and for such other and further relief as this Court deems just, fit and proper.

[SIGNATURES APPEAR ON THE NEXT PAGE]

CRAWFORD & VON KELLER, LLC

BY: 

Theodore von Keller
B. Lindsay Crawford, III
Sara C. Hutchins
Adam H. Schanz
Post Office Box 4216
Columbia, South Carolina 29240
ATTORNEYS FOR PLAINTIFF

Columbia, South Carolina

March 12, 2014.

FILED
2014 MAR 14 PM 1:51
SCOTT P. SNEED
CLERK OF COURT
DARLINGTON COUNTY, S.C.

STATE OF SOUTH CAROLINA)
COUNTY OF DARLINGTON)

IN THE COURT OF COMMON PLEAS
FOURTH JUDICIAL CIRCUIT
2012-CP-16-1021

Vanderbilt Mortgage and Finance, Inc.,)

PLAINTIFF,)

Vs.)

Ashton C. Bull, Linda Bull, Park Avenue Homes, South Carolina Department of Motor Vehicles,)

DEFENDANTS.)

NOTICE OF APPEARANCE

YOU WILL PLEASE TAKE NOTICE that the undersigned attorney hereby gives notice that he is appearing in the matter on behalf of the Defendants, Ashton C. Bull and Linda Bull, as Counsel of record.

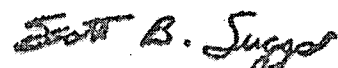


Marcus Woodson
Attorney for the Defendant
Post Office Box 1657
Marion, SC 29571
(843)423-1977 telephone
(843)423-9608 facsimile

Marion, South Carolina

May 10, 2013

TRUE CERTIFIED COPY,



CLERK OF COURT/RMC
DARLINGTON COUNTY, S.C.

SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

2013 MAY 14 AM 11:18

FILED

STATE OF SOUTH CAROLINA

COUNTY OF DARLINGTON

Vanderbilt Mortgage and Finance, Inc.,

Plaintiffs,

Ashton C. Bull, Linda Bull, Park Avenue
Homes, South Carolina Department of
Motor Vehicles,

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO.: 2014-CP-14-00034

**ORDER GRANTING
SUMMARY JUDGMENT**

This matter comes before me as Special Referee for Darlington County on April 2, 2015, upon Motion of the Plaintiff, Vanderbilt Mortgage and Finance, Inc. ("Vanderbilt") pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, seeking an Order granting Summary Judgment as to the issue of whether Plaintiff has an equitable lien on the subject mobile home in this matter. After consideration of the motion, submissions of the parties, and testimony at the hearing, the Court finds as follows:

FINDINGS OF FACT

1. July 14, 2003, Defendant Ashton Bull ("Mr. Bull") purchased a Champion Model Manufactured Home from CIT Homes.
2. In connection with his purchase of the home, Mr. Bull executed and delivered to CIT Group/Consumer Finance Inc. a Promissory Note ("Note") promising to pay back the sum of \$85,600.00, with interest at a rate of 9.35% per annum.
3. Mr. Bull further executed a Rider to Promissory Note in which he gave CIT a security interest in the Manufactured Home which was identified as a 2003 Champion Model Manufactured Home, Serial No. 23-03-79805296ABC.

13. Mr. Bull has not disputed signing these documents, including the Note and Mortgage. (deposition of Ashton Bull, p. 20, 23-24, 32,36); (deposition of Linda Bull, p. 27, 31)

14. The Court finds as a matter of fact that there is a debt owed by Mr. Bull to Vanderbilt.

15. The Court finds as a matter of fact that there is a specific property to which the aforementioned debt attaches and it can be described to more than a reasonable certainty as the 2004 Champion mobile home, VIN#23-04-79805602ABC located at at 1108 Farmhouse Lane, Darlington, SC.

16. The Court finds as a matter of law that the testimony of the witnesses shows that there was an express intent of both parties that the mobile home and land would serve as security for payment of the debt.

CONCLUSIONS OF LAW

17. In order for an equitable lien to arise on a specific piece of property, the person claiming the lien must show three things. "There must be a debt, a duty or obligation owing from one person to another, a res to which the obligation attaches, which can be described with *reasonable certainty*, and an intent, expressed or implied that the property serve as security for the payment or obligation." *Carolina Attractions, Inc. v. Courtney*, 287 S.C. 140, 145, 337 S.E.2d 140 (1985) (emphasis added). See 51 Am.Jur.2d *Liens* Section 24 (1970); *California Bank v. Leahy*, 129 Cal.App. 243, 18 P.2d 709, 711 (1933).

18. A lien will relate back to the time of its creation, even if it is not recognized until a judicial determination is entered. *Regions Bank v. Wingard Properties*, 394 S.C. 241, 250, 715 S.E.2d 348, 353 (Ct.App. 2011)(quoting *Horry Cnty. V. Ray*, 382 S.C. 76, 83-84, 674 S.E.2d 519, 524 (Ct.App. 2009)).

19. Equitable liens will always rest on an express or implied contract. *Id.*

It appears from the pleadings and motions filed herein, that the Plaintiff is entitled to Summary Judgment against the Defendants as to its first and second cause of action. Plaintiff is further entitled to a declaration that it is entitled to a equitable lien on the subject property located at 1108 Farmhouse Lane, Darlington, South Carolina, and the 2004 Champion mobile home, VIN#23-04-79805602ABC. This equitable lien shall be a first priority lien.

Plaintiff is also entitled to Summary Judgment granting a reformation of the mortgage to reflect the correct VIN of the mobile home as VIN #23-04-79805602ABC

Finally, Plaintiff is entitled to an Order correcting the legal description on the aforementioned mortgage.

Due to the foregoing, it is therefore, ORDERED, ADJUDGED, AND DECREED, that the Plaintiff's Motion for Summary Judgment against the Defendants is granted;

AND IT IS SO ORDERED.

The Honorable Martin S. Driggers, Sr.
Special Referee

Darlington, South Carolina
_____, 2015

STATE OF SOUTH CAROLINA)
COUNTY OF DARLINGTON)

IN THE COURT OF COMMON PLEAS
FOURTH JUDICIAL CIRCUIT
Civil Action No.: 2012-CP-16-1021

Vanderbilt Mortgage and
Finance, Inc.,)

PLAINTIFF,)

Vs.)

Ashton C. Bull, Linda Bull, Park
Avenue Homes, South Carolina)
Department of Motor Vehicles,)

DEFENDANTS.)

**ORDER DENYING MOTION FOR
SUMMARY JUDGMENT**

STATEMENT OF THE CASE

The Plaintiff filed this action requesting a declaratory judgment, reformation of mortgage, mortgage foreclosure and mobile home repossession. The Defendants Ashton Bull and Linda Bull raise several defenses and request dismissal of the Plaintiff's Complaint. In addition, they allege the Plaintiff was negligent.

STATEMENT OF THE FACTS

The Defendant, Ashton Bull, signed documentation to purchase a mobile home. The mobile home outlined in the mortgage and other relevant documentation was never delivered to the Defendant. The Defendant has been making mortgage payments on a home that was not listed in any of the paperwork signed by the Defendant.

The attorney that represented the Defendant at the closing has been disbarred and upon information and belief, the Plaintiff does not have the original closing documents in its possession. At their depositions, the Defendants questioned the authenticity of the documents presented.

The mobile home was placed on the property of Linda Bull unlawfully. It was never registered prior to being placed. The Defendants cannot exercise full rights to the property or get the mortgage refinanced because the home was placed as required by sections 31-17-390 and 31-17-400 of the South Carolina Code of Laws.

The Defendants alleged in their deposition that Plaintiff and/or its agents committed fraud by placing a sticker in the window of the mobile home, leading the Defendants to believe that the home was properly placed on the property.

The Plaintiff admits in their responses to the Defendant's Interrogatories that they have not perfected their lien as required by statute.

DISCUSSION

The Plaintiff seeks Summary Judgment. Summary Judgment is not appropriate when further inquiry into the facts of the case is desirable to clarify the application of the law. *Brockbank vs. Best Capital Corp.*, 341 S.C. 372, 534 S.C. 2d 688 (S.C. 2000). In support of their Motion for Summary Judgment, the Plaintiff argues that there is equitable lien. In their pleadings the parties request reformation of the mortgage. A contract may be reformed on the ground of mistake when the **mistake is mutual** and consists in the omission or insertion of

some material element affecting the subject matter or the terms and stipulations of the contract, inconsistent with those of the parol agreement which necessarily preceeded it. [Emphasis added] *Independence Nation Bank vs. Buncombe Professional Park, L.L.C.*, 402 S.C. 515, 741 S.E.2d 572. In this case there is no mutual mistake. The Defendant purchased a specific home. The bank sent the wrong home, with different dimensions, a different VIN number and a different number of rooms. No mistakes were made by the Defendants.

The Plaintiff also points to *Carolina Attractions, Inc. vs. Courtney*, 287 S.C. 140, 337 S.E.2d 140 (1985) in support of their arguments. That case states that "there must be a debt, a duty or obligation owing from one person to another, **a res to which the obligation attaches**, which can be described with reasonable certainty, and an intent, express or implied that the property serve as security for the payment or obligation." In this case there is no "res to which the obligation attaches." The Plaintiff has admitted in discovery that the lien on the mobile home has not been perfected as required by S.C. Code Section 56-19-265. There is nothing legally attached to the mortgage.

The Plaintiff quotes *Regions Bank vs. Wingard Properties*, I in support of its argument. Ironically, in that case the Special Referee ruled that Plaintiff failed to establish an equitable lien. Horry County was the Plaintiff and the Court of Appeals ruled that the County had to bear the consequences of its conduct. The Court quotes *MI Co. vs. McLean*, 325 S.C. 616, 624, 482 S.E.2d 597, 601(S.C. App. 1997), stating when "one of *two innocent parties* suffers a loss, it must fall on the party who, by incautious and misplaced confidence, has occasioned it or

placed it in the power of a third party to perpetrate the fraud by which the loss happened.” [Emphasis added]. The Plaintiff in this case is not an innocent party. The Plaintiff violated statutes to place the home on the property (see S.C. Code Sections 31-17-320, 31-17-370, 31-17-380, 31-17-390, 31-17-400 and 31-17-410). Since the Plaintiff is not an innocent party, there is a genuine issue of fact. The Defendants have requested a jury trial on the factual issues.

It is unlawful to mortgage a home that is not titled (see S.C. Code section 56-19-210). The Plaintiff is asking the Special Referee to grant a mortgage on a mobile home that is not titled by way of Summary Judgment. The Defendants believe that granting an equitable mortgage on an untitled mobile home is unlawful.

The Plaintiff seeks to establish an equitable mortgage on a mobile home in which there is no certificate of title. Prior to requesting an equitable mortgage there must be a certificate of title. Granting an equitable mortgage when there is no certificate of title is unlawful.

Due to the foregoing, it is therefore, ORDERED, ADJUDGED and DECREED that the Plaintiff’s motion for Summary Judgment against the Defendants is denied.

AND IT IS SO ORDERED.

The Honorable Martin S. Driggers, Sr.
Special Referee

Darlington, South Carolina

May ___, 2015

STATE OF SOUTH CAROLINA)
COUNTY OF DARLINGTON)

Vanderbilt Mortgage and Finance, Inc.,)

Plaintiffs,)

v.)

Ashton C. Bull, Linda Bull, Park Avenue)
Homes, South Carolina Department of)
Motor Vehicles,)

Defendants.)

IN THE COURT OF COMMON PLEAS

CASE NO.: 2012-CP-161021

PLAINTIFF'S ANSWERS TO
DEFENDANT'S FIRST SET OF
INTERROGATORIES

TO: MARCUS WOODSON, ESQUIRE, ATTORNEY FOR DEFENDANTS ASHTON C BULL AND LINDA BULL:

Plaintiff Vanderbilt Mortgage and Finance, Inc. ("Plaintiff") answers First Set of Interrogatories of Defendants Ashton C. Bull and Linda Bull ("Defendants Bull") as follows:

1. Give the names and addresses of all persons known to you or your counsel to be witnesses concerning the facts of this case and state whether or not written or recorded statements have been taken from the witnesses and give the name of the person or organization having possession of such statements.

ANSWER: Account representatives of Plaintiff to be identified. No statements have been taken to date.

2. Set forth a list of photographs, plats, sketches or other prepared documents in your possession or in the possession of your representative or attorney that relate to this case.

ANSWER: Enclosed please see customer file, Bates labeled 1 through 75.

3. List the names and addresses of any expert witness consulted by the Defendant or whom the Defendant proposes to use as a witness at the trial of the case, and produce a copy of any written report.

ANSWER: Plaintiff has not identified any witnesses at the time. Plaintiff reserves the right to supplement his answer to this Interrogatory.

4. For each person known to the parties or counsel to be witnesses concerning the facts of the case, set forth either a summary sufficient to inform the other part of the important facts known to, or observed by such witness, or provide a copy of any written or recorded statements taken from such witness.

ANSWER: Plaintiff's account representatives will testify as records custodians to the events and documents appearing in the customer file and to correspondence and communications with Defendants Bull.

5. For each expert whom the Defendant proposes to use as a witness at the trial of the case, set forth a summary of their anticipated testimony sufficient to inform the Plaintiff of the evidence, information and documents utilized by such expert in arriving at their opinion, the basis thereof, the theory upon which such opinion is based and their opinion.

ANSWER: Plaintiff has not identified any experts at this time.

6. Has the Plaintiff, Plaintiff's attorney or anyone on their behalf obtained any statement in any form from the Defendants, their relatives, friends, associates, agents, servants, or employees concerning the events referred to in the pleadings herein and, if so, state the name and address of the person who took the statement(s), give the date taken and the name and address of the person who has possession of such statement(s).

ANSWER: No statements have been taken. Plaintiff has computerized collector notes of telephone conversations with Defendants Bull which contain attorney-client and work product material which Plaintiff asserts are privileged.

7. Did the Plaintiff send the Defendants a Notice of Right to Cure?

ANSWER: The Notices of Right to Cure were sent on the following dates: 8/18/08, 8/21/09, 3/15/11, 7/20/11, 12/23/11, and 6/19/12.

8. Does the Plaintiff have a Certificate of Title to the mobile home which is that subject of this action? If not, state why?

ANSWER: No, Plaintiff does not know why. Plaintiff's predecessor in interest did not take the requisite steps to obtain a title.

9. What efforts has the Plaintiff taken to obtain a certificate of title?

ANSWER: The commencement of this lawsuit.

10. When was the mobile home place on the real property of Ashton Bull?

ANSWER: 3/19/03.

11. As it relates to this litigation, who does the Plaintiff believe is responsible for complying with section 31-17-320 of the South Carolina Code of Laws, 1976 as amended? Please state the name of such person or entity.

ANSWER: By the express verbiage of the Statute the owner is responsible.

12. Does the Plaintiff contend that it perfected its lien against the mobile home, and if so, state the basis for such contention.

ANSWER: No.

13. Prior to placing the mobile home on the property of Ashton Bull, where was the mobile home located?

ANSWER: Upon information and belief, the mobile home was on the lot of Park Avenue Homes in Florence immediately prior to delivery to Defendant Ashton Bull.

14. Why did the Plaintiff fail to deliver the mobile home identified in the paperwork signed at closing?

ANSWER: Plaintiff does not know why its predecessor in interest did not deliver the home identified in the closing documents.

15. As a business practice, does the Plaintiff traditionally obtain a Certificate of Title for mortgaged mobile homes?

ANSWER: Until such time as the title is retired pursuant to the procedure set forth in the South Carolina Code of Laws, a mobile home retains its title. Plaintiff traditionally does not retire titles.

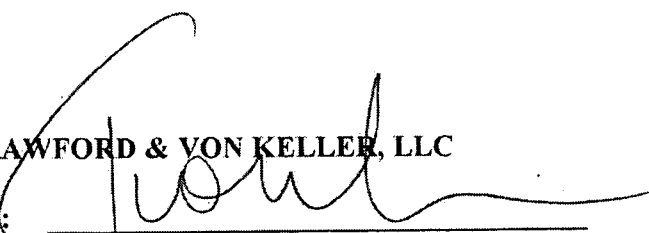
16. State the procedures the Plaintiff typically follows in obtaining a Certificate of Title to a mobile home.

ANSWER: Plaintiff objects to Interrogatory #16 on the grounds of relevance. The original lender, CIT, was required to obtain the title in 2003. Vanderbilt's current procedure is irrelevant.

[SIGNATURES APPEAR ON THE NEXT PAGE]

CRAWFORD & VON KELLER, LLC

BY:


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Attorneys for Plaintiff

Columbia, South Carolina
February 14, 2015

STATE OF SOUTH CAROLINA

COUNTY OF DARLINGTON

Vanderbilt Mortgage and Finance, Inc.,

Plaintiffs,

vs.

Ashton C. Bull, Linda Bull, Park Avenue
Homes, South Carolina Department of
Motor Vehicles,

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO.: 2014-CP-14-00034,

PLAINTIFF'S SUPPLEMENTAL
RESPONSES TO DEFENDANT'S
REQUEST FOR PRODUCTION

**TO: MARCUS WOODSON, ESQUIRE, ATTORNEY FOR DEFENDANTS ASHTON
AND LINDA BULL:**

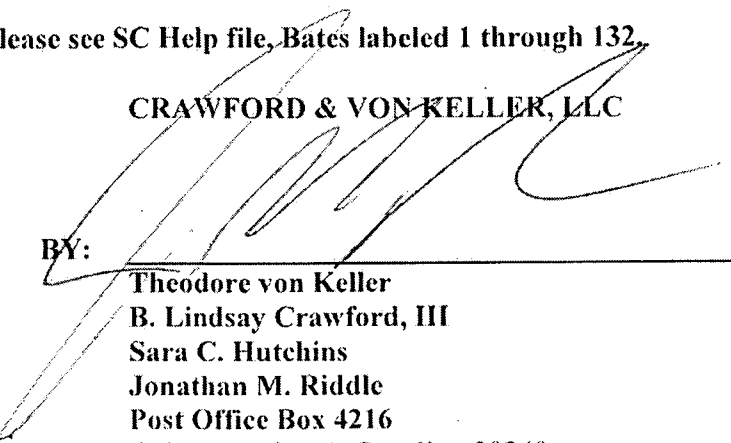
Plaintiff supplements its Response to Plaintiff's First Request for Production of
Documents as follows:

13. Please provide copies of any and all communication, notification, correspondence,
memoranda and e-mail, to or from the Plaintiff, or any other person or entity, which refers to the
Defendant's account with Plaintiff.

ANSWER: Enclosed please see SC Help file, Bates labeled 1 through 132.

CRAWFORD & VON KELLER, LLC

BY:



Theodore von Keller
B. Lindsay Crawford, III
Sara C. Hutchins
Jonathan M. Riddle
Post Office Box 4216
Columbia, South Carolina 29240
Attorneys for Plaintiff



Date: 11/19/2012

ASHTON C BULL

108 FARMHOUSE LANE
DARLINGTON, SC 29540

Dear Ashton C Bull

Your application for SC HELP assistance has been denied for the following reasons:

- HOUSEHOLD INCOME IS TOO LOW TO MAKE MORTGAGE PAYMENT
- HOUSEHOLD DOES NOT HAVE A SC HELP QUALIFYING HARDSHIP

SC HELP is designed to provide temporary assistance in an effort to prevent foreclosure. If you believe that we missed important information regarding your eligibility or if your situation has changed since you submitted your application and documentation, you may be eligible to request an appeal. In order to submit an appeal request, you must do so in writing and include the documents supporting your eligibility. Appeal requests may be submitted via email or regular mail to the addresses below:

Email Appeal Requests: assistance@scmortgagehelp.com

Regular Mail - SC HELP Appeal Request
300 C Outlet Point Blvd
Columbia, SC 29210

Applicants who are not eligible for SC HELP are strongly encouraged to contact their lender/servicer's loss mitigation department about forbearance plans. Ineligible applicants are also encouraged to visit the Making Home Affordable website www.makinghomeaffordable.gov, and to contact a housing counselor to determine if there are other assistance programs for which they may qualify. Applicants who are suffering with severe financial hardship may also want to contact United Way by dialing 211 for referral to available local assistance.



Date: 11/19/2012

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DARLINGTON, SC 29540

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Email Appeal Requests: assistance@scmortgagehelp.com

Regular Mail - SC HELP Appeal Request
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Columbia, SC 29210

Applicants who are not eligible for SC HELP are strongly encouraged to contact their lender/servicer's loss mitigation department about forbearance plans. Ineligible applicants are also encouraged to visit the Making Home Affordable website www.makinghomeaffordable.gov, and to contact a housing counselor to determine if there are other assistance programs for which they may qualify. Applicants who are suffering with severe financial hardship may also want to contact United Way by dialing 211 for referral to available local assistance.

672067



Housing Counseling Intake Form

Date: 10/17/2012Name: First: Ashton M: _____ Last: BullAddress: Street: 108 Farmhouse Lane City: Darlington State: SC Zip: 29540

Phone #: _____ Phone #2: _____ Social Security Number: _____

Birthdate: _____ Race: _____ Other: _____

Hispanic: ☐ Yes ☒ No Place of Birth: ChesterfieldMarital Status: Single Gender: Male Disabled: Yes Veteran: NoHousehold Type: Male headed single parent Head of Household YesReceived Foreclosure Notice: Yes Has your loan been modified in the past 6 months? NoFiled For Bankruptcy: No Bankruptcy Discharge Date: _____Family Size: 3 How many dependents? 2 What ages are they? _____Disabled Dependent: No Total Co-Homeowners: 0 Education: _____

What is the primary reason for your hardship and/or loan default? _____

Disability _____

Name: First: _____ M: _____ Last: _____

Phone #: _____ Phone #2: _____ Social Security Number: _____

Birthdate: _____ Race: _____ Other: _____

Hispanic: ☐ Yes ☐ No Place of Birth: _____ Education: _____

Marital Status: _____ Gender: _____ Disabled: _____ Veteran: _____

Relationship to Homeowner: _____ Other: _____

Primary Employer: unemployed-disability Position: none Self Employed: NoGross Income: \$ 970.00 Years in Profession: 0 Hire Date: 03/03/2010This amount is paid: Monthly

Co-Homeowner Employment

Primary Employer: _____ Position: _____ Self Employed: _____

Gross Income: \$ _____ Years in Profession: _____ Hire Date: _____

This amount is paid: Monthly

612067

PROPERTY INFORMATION

Property Type: 1 Unit (Single Family Residence) Purchase Price: \$ 85,600 Purchase Date: 07/14/2003
Current Assessed Property Value: \$ \$70,000.00 Owner Occupied: Yes Occupancy Type: Primary
Property For Sale: No Real Estate Agent Name: _____ Real Estate Agent Phone #: _____

First Mortgage Lender: Vanderbilt Mortgage and Finance Loan Number: [REDACTED]
Current On Mortgage: No Interest Rate 9.300 % Adjustable Loan? No Type of Loan: Fixed Rate
Date of Adjustment: _____ Principal Balance \$ 89,000.00 Monthly Payment \$ 1,025.00

Second Mortgage Lender: _____ Loan Number: _____
Interest Rate _____ % Adjustable Loan? _____ Type of Loan: _____
Date of Adjustment: _____ Principal Balance \$ _____ Monthly Payment \$ _____

How Did you Hear About Us: Mortgage Company **Best Time To Call:** Anytime

1 STIPULATION: It is stipulated by counsel
2 that this deposition is being taken in accordance with
3 the South Carolina Rules of Civil Procedure, and that
4 the deponent waives the right to read and sign the
5 deposition transcript.

6 - - - - -

7 THEREUPON,

8 LINDA LOUISE BULL, being first duly sworn,
9 testified as follows:

10 EXAMINATION

11 BY MR. VON KELLER:

12 Q Ms. Bull, will you state your full name for
13 the record, please.

14 A Linda Louise Bull.

15 Q Ms. Bull, you've been sitting in the room
16 with me for the last hour and a half as I've taken your
17 son's deposition. You heard me go over with him sort
18 of the ground rules of the deposition. Do you
19 understand those, ma'am?

20 A (Deponent nods head affirmatively.)

21 Q You have to speak up.

22 A Yes.

23 Q Not off to a good start.

24 A Yes.

25 Q Is there any reason why you can not testify

4

1 fully and completely today?

2 A No.

3 Q You understand that I'll be taking your
4 testimony under oath --

5 A Yes.

6 Q -- just like we were in court?

7 A Yes.

8 Q All right. Let me get a little background
9 information on you as well. You also live at 1108 Farm
10 House?

11 A Yes.

12 Q You live there with your son?

13 A Yes.

14 Q In the mobile home that is the subject of
15 this lawsuit?

16 A Yes.

17 Q What is your date of birth, Ms. Bull?

18 A [REDACTED]

19 Q Ma'am?

20 A [REDACTED].

21 Q Okay. Are you presently married?

22 A Divorced.

23 Q And you have -- do you have any other
24 children other than Ashton?

25 A Yes.

1 Q How many children do you have?
2 A One.
3 Q What is that child?
4 A Kentissalo, a boy.
5 Q Spell that for me.
6 A K-E-N-T-I-S-S-A-L-O.
7 Q K-E-N-T-I-S-S- --
8 A -- A-L-O.
9 Q -- A-L-O. Kentissalo?
10 A Yes.
11 Q Kentissalo Bull?
12 A Mitchell.
13 Q Ma'am?
14 A Mitchell.
15 Q Mitchell. And where does Kentissalo live?
16 A With a girlfriend and sometimes -- you know,
17 back and forth.
18 Q How old is Kentissalo?
19 A Thirty-four. Thirty-four.
20 Q Ashton is twenty-four?
21 MR. BULL: Thirty-three.
22 MR. VON KELLER: You said '81?
23 BY MR. VON KELLER:
24 Q Thirty-three. I'm not so good at math. So
25 Ashton is a year younger than Kentissalo, right?

6

1 A Uh-huh.

2 Q And how far did you go in school, Ms. Bull?

3 A Twelfth grade.

4 Q Did you graduate?

5 A Yeah.

6 Q Where did you graduate?

7 A I graduated in 1980, Rosenwald.

8 Q Ma'am?

9 A Rosenwald High.

10 Q Rosenwald? Where --

11 A Society Hill.

12 Q Society Hill?

13 A Uh-huh.

14 Q As you see, I wear two hearing aids. I don't

15 hear very well. So if you would, try to speak

16 distinctly. I'm sorry. Just a disability I have.

17 Have you any education after high school?

18 A No. Certificate program. I just did -- got

19 certificates.

20 Q What type of certificates do you hold?

21 A I went for some accounting.

22 Q Accounting?

23 A Yeah. I went for nursing assistant. I went

24 for technology for like places like Sonoco.

25 Q Do you hold any certificates of completion of

1 any of those?

2 A I mean they were completed.

3 Q Were you licensed or certified in any of
4 those professions?

5 A Huh-uh.

6 Q Are you working presently?

7 A No.

8 Q When was the last time you worked?

9 A 2009.

10 Q And why is it that you have not worked since
11 2009?

12 A Because I'm disabled.

13 Q What is the nature of your disability?

14 A I have a good bit of stuff. Rheumatoid
15 arthritis. I've got what you call it in my lungs --
16 blood clots in my lungs. I got a sleeping disorder. A
17 good bit of stuff. I just got approved for disability,
18 so ...

19 Q When were you approved for disability, ma'am?

20 A In November.

21 Q And what is your -- the approval of your
22 disability, was it backdated to a particular date?

23 A Yeah.

24 Q And to what date?

25 A 2009.

8

1 Q And so will you be receiving or have you
2 received a lump sum of disability for that back
3 disability?

4 A Yes.

5 Q You've already received it?

6 A I will.

7 Q What is the amount of that?

8 A They haven't told me yet.

9 Q Do you know what your monthly disability
10 payment is going to be?

11 A Thirteen -- no, 1395.

12 Q Is it fair to say that your back benefit is
13 going to be 1395 a month for the years preceding your
14 first payment back to 2009?

15 A It could be. Like I say, they still working
16 on it.

17 Q Do you have -- You were represented in that
18 disability claim by an attorney?

19 A Yeah.

20 Q And who is that attorney?

21 A Bledsoe, John Bledsoe.

22 Q Over in Florence?

23 A Hartsville.

24 Q So let's talk about this transaction. Your
25 son testified that throughout this entire transaction

1 you basically handled it for him; is that correct?

2 A (Deponent nods head affirmatively.)

3 Q So is it fair to say that you were the person
4 who is most knowledgeable about this?

5 A Yes.

6 Q So let's start at the beginning. You deeded
7 your son a tract of land in July of 2003; is that
8 correct?

9 A Uh-huh, yes.

10 Q And that happened at the same time of the
11 closing?

12 A Yes.

13 Q Now y'all were living on the land you are on
14 now but in another mobile home?

15 A Yes.

16 Q In whose name was that mobile home?

17 A That mobile home was in my name.

18 Q Did you have a loan on that home?

19 A Yes.

20 Q With whom?

21 A Greenpoint.

22 Q Greenpoint?

23 A Yeah, Greenpoint.

24 Q Now the land that you deeded to your son, is
25 it a portion of the land that you owned --

10

1 A No.

2 Q -- or was it the entire tract?

3 A Because it's the home place.

4 Q Why did you deed him the entire tract?

5 A Well, like I say, it was the home place and
6 the home sits in the middle. I mean, a home would sit
7 there. So I deeded it to him because he was wanting to
8 get a house for him and the kids, and I was living in
9 another house, so I had another place.

10 Q So the home you had a loan with, with
11 Greenpoint, you weren't living in that home?

12 A I was living in that home but I had gotten
13 another house and so I let him -- I deeded the land to
14 him.

15 Q Where is this other house that you --

16 A It's sold.

17 Q It was another mobile home?

18 A Yeah.

19 Q So there were two mobile homes on the land,
20 the home with Greenpoint and then another home?

21 A No.

22 Q Isn't that what you just told me?

23 A I had another -- I had land somewhere else.

24 Q Oh, okay.

25 A Yeah.

1 Q Were you living at that other land?

2 A Yeah, I had got a mobile home and put a
3 mobile home on that lot.

4 Q So I'm getting a little confused.

5 A I had the land that we're talking about, the
6 Farm House --

7 Q Yeah, Farm House.

8 A That was the family lot.

9 Q Right.

10 A Okay. I had -- I was living on that. We was
11 living on that. I had the mobile home.

12 Q That was financed with Greenpoint?

13 A Greenpoint. I got rid of that home and I got
14 the home -- and he got the home through Champion.

15 Q CIT. Right.

16 A Yeah. But I had got -- bought some land and
17 got a home somewhere else.

18 Q Where is that other land?

19 A It's in Dovesville.

20 Q How do you spell that? How do spell
21 Dullsville?

22 MR. WOODSON: D-O-V-E-S.

23 MR. VON KELLER: Dovesville?

24 MR. WOODSON: Dovesville, like the bird.

25 MR. VON KELLER: Dovefield or -ville?

12

1 MR. WOODSON: Ville.

2 BY MR. VON KELLER:

3 Q Do you still own the land in Dovesville?

4 A I own the land but the house is not there.

5 Q Okay. So let's go a little slower here
6 because I don't know any of this. What became of the
7 mobile home that was financed through Greenpoint that
8 was on Farm House?

9 A They sold it.

10 Q Who sold it?

11 A Greenpoint I guess.

12 Q Did they come and repossess it?

13 A No, because I got rid it before they
14 repossessed it. What it was, I had been in bankruptcy.

15 Q Okay.

16 A And when I came out of bankruptcy -- I had
17 did my bankruptcy, everything was fine, and I was
18 making the payments. But they kept coming up saying
19 that they couldn't find payments and stuff.

20 Q Right.

21 A So I just got tired of dealing with them. So
22 when I came out of bankruptcy, I asked them, you know,
23 could they get it straight. Or if they can't get it
24 straight, do I need to get another house. They were
25 trying to be smart, so I just went ahead and got me

1 another house.

2 Q So you let them take it back?

3 A I told them to come get it.

4 Q Greenpoint came and then took it back?

5 A I think they -- well, they sold it to
6 somebody.

7 Q Who took it away?

8 A Yeah.

9 Q But we can agree that Greenpoint came and got
10 rid of the home?

11 A Yeah.

12 Q Meanwhile you're over in Dovesfield (sic)?

13 A Yeah.

14 Q Now you're living in another home in
15 Dovesfield?

16 A Yes.

17 MR. WOODSON: Ville.

18 THE DEPONENT: Dovesville.

19 BY MR. VON KELLER:

20 Q Dovesville?

21 A Ville.

22 Q And is that a mobile home too?

23 A Yeah.

24 Q And is it financed with anybody?

25 A It was. It was financed through, I think,

14

1 then it was Argent.

2 Q Ma'am? Argent?

3 A I think it was.

4 Q Do you still have that mobile home?

5 A No.

6 Q What happened to it?

7 A Because when he got hurt -- After he got the
8 house on the family property, then he got hurt. And
9 when he got hurt, you know, I wanted to keep the family
10 property so I just moved out of the house and I came
11 back.

12 Q Moved back to Farm House?

13 A Right.

14 Q And left the home?

15 A I left the home and I tried to rent it out
16 but I couldn't get no -- you know, that wasn't working
17 out. So I got sick. Well, I was already sick before
18 he got hurt and I wanted to go out of work. But after
19 he got hurt, I just kept on working trying to keep the
20 bills going until he got straight. So in the process
21 of it, it went up for taxes.

22 Q So it was sold for taxes?

23 A Yeah.

24 Q Now you still own the land in Dovesville?

25 A Yeah.

1 Q You paid the taxes on the land?

2 A Uh-huh.

3 Q So they haven't sold the land for taxes?

4 A No, huh-uh. And it's not recorded in the
5 courthouse right either.

6 Q That doesn't have anything to do with this
7 lawsuit?

8 A No, but --

9 Q There's something wrong with the land over in
10 Dovesville?

11 A Uh-huh. And the bank said that they didn't
12 want to go through the headache of trying to get it
13 straightened out. So they told me -- They just
14 basically like told me I pay taxes on it. And the way
15 it was recorded, it was recorded like the land was mine
16 anyway. So I just pay the taxes on it and the tax
17 assessor's office says it's my land.

18 Q Did you have a loan on the land at
19 Dovesville?

20 A It was supposed to be a land home too, the
21 land and the home.

22 Q Who is that financed through?

23 A Argent.

24 Q Okay. Are you making payments on the Argent
25 loan?

16

1 A No, they told me don't worry about it.

2 Q They told you not to pay for it?

3 A Yeah, that was back during the time when a
4 lot of homes and stuff was -- I guess they was jacking
5 the prices up on them and stuff. And they said the
6 value wasn't really worth their time. They told me,
7 you know, well, you pay the taxes, you know, we're not
8 going to have nothing to do with it. But that give
9 them opportunity -- but they can come back if they
10 wanted to, but then they -- I called them and told them
11 the taxes was needed to be paid on it. They told me
12 they weren't worried about it. They told me to pay it.
13 So the tax assessor's office said -- took it as it's my
14 land. So I just keep the taxes paid on it.

15 Q When was the last time you paid on that
16 Argent loan?

17 A 2000 -- probably about 2005, I guess.

18 Q As far as you know they've not foreclosed on
19 that land, that --

20 A The way it recorded in the courthouse -- The
21 way it's recorded in the courthouse is not recorded as
22 they own the land, as they got anything to do with the
23 land. The tax assessor's office say it is recorded as
24 it's my land and it wasn't done as a land home.

25 Q And it's in the name of Linda Louise Bull?

1 A Uh-huh.

2 Q Is Dovesville in Darlington County?

3 A Yes.

4 Q What is the address of the Dovesville
5 property?

6 A 155 Air Force Court.

7 Q 155 what?

8 A Air Force.

9 Q Air Force?

10 A Uh-huh, Court.

11 Q Dovesville, South Carolina?

12 A Uh-huh -- Darlington. It's Darlington.

13 Q And it's in your name alone?

14 A Uh-huh.

15 Q How much land is it?

16 A Two.

17 Q Two acres?

18 A Two and a half. Two and a half acres I
19 think.

20 Q So you were disabled in 2009. Before being
21 disabled in 2009, where did you work?

22 A I mostly like worked -- worked on my own,
23 did -- I worked at mobile home dealerships. I worked
24 at two mobile home dealerships.

25 Q Let's kind of go back chronologically. If

18

1 you were disabled in 2009, when was the last time you
2 worked before?

3 A The last time I worked was 2009.

4 Q Where were you working?

5 A I was working with my other son, Kentissalo,
6 Mitchell Transporting.

7 Q Mitchell Transport?

8 A Uh-huh. Transporting.

9 Q Transporting. What did you do at Mitchell
10 Transporting?

11 A Like clean the carpet. They were hauling --
12 They were transporting cars. Clean the cars. Whatever
13 I could do because, like I say, I was sick. So
14 basically, you know, whatever I could do when I came in
15 that day.

16 Q How long did you work at Mitchell
17 Transporting?

18 A I would say it was about a year. About a
19 year.

20 Q 2008, 2009 you were --

21 A Yeah, and I stopped working in June of 2009.

22 Q Before -- Before Mitchell, where did you
23 work?

24 A I worked with, like I say, mobile home
25 dealerships.

1 Q What mobile home dealership?

2 A Majesty Homes.

3 Q Majesty Homes?

4 A Yeah. And I worked,--

5 Q Let's take it one at a time. Where was

6 Majesty Homes?

7 A Hartsville.

8 Q Clarksville?

9 A Hartsville.

10 Q Hartsville. How long did you work at Majesty

11 Homes?

12 A About a year and a half, two years.

13 Q And what did you do for them?

14 A Showed customers houses.

15 Q You were a salesperson?

16 A Yeah. I just showed customers houses.

17 Q Well, you showed it to them or you did the

18 paperwork to sell it?

19 A Just showed.

20 Q You just kind of walked them through it?

21 A Yeah. And United Capital.

22 Q Let's finish up with this. Why did you leave

23 Majesty Homes?

24 A I left and went to United Capital. I left

25 one dealership and went to another dealership.

20

1 Q So before Mitchell -- between Majesty and
2 Mitchell there was United Capital?

3 A Uh-huh.

4 Q How long were you at United Capital?

5 A About two years. Yeah, about two years.

6 Q So if we're going backwards there's Mitchell
7 Transporting, United Capital, then Majesty; is that
8 right?

9 A (Deponent nods head affirmatively.)

10 Q So if --

11 A No, it was -- yeah, Mitchell Transporting was
12 the last place I worked.

13 Q Before that United Capital?

14 A Yeah.

15 Q And before that Majesty?

16 A Yeah.

17 Q So you were two years at United Capital. So
18 that would have been -- How long were you at Mitchell
19 Transporting?

20 A Maybe a year.

21 Q So June of 2009 you are disabled, so you
22 were --

23 A I would say six months.

24 Q So January of 2009 you start at Mitchell
25 Transporting to June. And then from 2008 and 2007 you

1 were at United Capital?

2 A In between there I was sick. So in between
3 there, there's one or two years I didn't work, kind of
4 like in between.

5 Q You can't gave me the dates of when you were
6 at these jobs?

7 A (Deponent shakes head negatively.)

8 Q Let me ask you this: When this mobile home
9 was purchased, the mobile home that's the subject of
10 this, in July 2003, were you working in 2003?

11 A Yeah.

12 Q Where?

13 A I was working -- I was working with -- I
14 can't even think of the name of the company. He was
15 kind of like a broker. What's the name -- I can't
16 think of his name but he was like a broker.

17 Q What kind of broker?

18 A Mobile home -- like mortgage broker.

19 Q Where is the guy's office?

20 A It was in Hartsville but he don't have it. I
21 mean he shut down.

22 Q So tell me how your son Ashton got you
23 involved in buying a mobile home.

24 A Well, he wanted to get a home, so I told
25 him -- I had that other lot. I told him, well -- and

22

1 like I say, I was having problems with the bank because
2 I had came out of bankruptcy, everything was fine, but
3 they still was harassing me about the payments. So I
4 just told them y'all can just get the home. So he
5 wanted to put a home there.

6 Q So now he would have been living in the
7 Greenpoint home on Farm House?

8 A Yeah.

9 Q And so when they -- they're harassing you as
10 you said; you tell them to come get it. They're going
11 to take the home he's living in?

12 A But before they did that, I went ahead and
13 got -- he went ahead and got him a house.

14 Q Was that what prompted him to go, because he
15 knew they were going to come get the home,, so he had to
16 have some place to live?

17 A Yeah.

18 Q Okay. I understand now.

19 A So what I did -- what I told him to do, go
20 ahead and get his house, and I told him -- After
21 everything was done, then I called Greenpoint and told
22 them they could come get the house.

23 Q Okay.

24 A So they came and got it in like two months.

25 Q So they took that house and brought the one

1 we're talking about today?

2 A Yeah.

3 Q So there was no point where he didn't have a
4 home?

5 A Right.

6 Q So let's look over the exhibits that we did
7 to his. And we're going to refer to the exhibits to
8 your son's deposition. Exhibit Number 1 was this -- In
9 March of '03 your son -- there's a document here with a
10 broker agreement to help find a mortgage. Did you have
11 any involvement in helping him find this Discount
12 Funding company?

13 A No, but I knew the guy, but no.

14 Q But do you recognize Exhibit Number 1? Is
15 this a document your son signed to get help finding a
16 loan for a mobile home?

17 A This is a document that they -- that Discount
18 Funding would have, but that don't look like Ashton's
19 signature. But they do have -- he did have that.

20 Q He did use this company?

21 A Yeah.

22 Q Do you remember your son receiving a phone
23 call where they collected financial information, CIT
24 collected financial information on him to see about a
25 loan?

24

1 A Huh-uh.

2 Q You weren't involved in that phone call?

3 A Huh-uh. I mean if they called -- If they
4 called, they would have called -- they probably would
5 have talked to me because, like he say, him and my son,
6 I mostly do the handling of everything.

7 Q We went over the information on this about
8 what your son was making and all that. All that he
9 said -- he testified was accurate. So do you have any
10 idea where they would have obtained that if they didn't
11 have a telephone conversation with him?

12 A On his credit report. And that --

13 Q You believe the credit report would show the
14 amount of his monthly income?

15 A Oh, the income I don't know. The monthly
16 income, he probably -- I guess the application was done
17 and he told them -- He would have had to do that
18 through the broker, wouldn't he?

19 Q You think they would have obtained this from
20 the broker perhaps?

21 A Probably. Because this taxes and insurance,
22 isn't that probably for a car? His car taxes?

23 Q But he could have had this conversation and
24 you might not have been present; is that correct?

25 A He could have.

1 Q So let's look at Exhibit Number 3. This is
2 in March of '03 and it appears to be a purchase order.
3 Did you have any involvement in this purchase order of
4 a home in 2003?

5 A This purchase order, he didn't get a purchase
6 order. We don't have no purchase order.

7 Q Let's look at Number 3. I'm referring to
8 Number 3, it says down at the bottom --

9 A That don't look like his signature, and then
10 they didn't put the social security number on it.

11 Q Let's do this. Let's talk one at a time if
12 you don't mind. If you're looking at the bottom
13 right-hand corner, it says a plain language purchase
14 agreement. And that's Exhibit Number 3. Did you have
15 any involvement in the completion of Exhibit Number 3?

16 A Huh-uh.

17 Q Ma'am?

18 A No.

19 Q Now is it your testimony you don't believe
20 that that's his signature?

21 A That don't look like his signature.

22 Q Okay. Did you have any -- Your son testified
23 that he was -- that he completed a blueprint about what
24 kind of home he wanted. Did you -- Did you see this
25 blueprint that he ordered or that he prepared?

26

1 A (Deponent nods head affirmatively.)

2 Q All right. And do you have a copy of that?

3 A Probably at home.

4 Q All right. And your son has testified under
5 oath that he will between now and Monday obtain those
6 documents and give them to Mr. Woodson.

7 A I'll get them.

8 Q Will you do that by Monday?

9 A Sure will.

10 Q And is it your testimony that that blueprint
11 is what specified what your son was ordering?

12 A (Deponent nods head affirmatively.)

13 MR. WOODSON: You need to give a verbal
14 response. You're doing a lot of head shaking.

15 THE DEPONENT: Oh, okay. Yes.

16 BY MR. VON KELLER:

17 Q Did you go to the closing on --

18 A Yes.

19 Q -- July 14, 2003 at Mr. Rivers' office in
20 Florence?

21 A Yes.

22 Q Were you present at the closing and did you
23 participate in the closing?

24 A Yes.

25 Q Let's look at Exhibit Number 5. Do you

1 recall the lawyer giving your son the original of this
2 photocopied promissory note to sign?

3 A The original?

4 Q Yes, ma'am. Do you remember him signing the
5 original of the promissory note?

6 A I think so.

7 Q All right. You were protecting his interest
8 at the time; you would have looked over it, right?
9 Does this appear to be a true and accurate copy of the
10 note that your son signed?

11 A Yeah, I think so.

12 Q Okay. All right. Let's look at Exhibit
13 Number 6. The rider to the promissory note basically
14 says that he's giving a security interest in a mobile
15 home. Do you remember him signing the original of
16 Exhibit Number 6?

17 A I don't think -- I don't think we got no copy
18 of this because I've got copies of what was signed.

19 Q Okay.

20 A But I -- After everything came -- you know,
21 started coming out about the house, that's when I
22 realized that it was -- that it was the wrong house.

23 Q Sure. Let's go back to the closing now.

24 A Uh-huh.

25 Q You understood -- I mean you had already

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1 bought two mobile homes yourself. You had bought one
2 from Greenpoint and one from Argent. You knew how the
3 deal worked, correct?

4 A Uh-huh.

5 Q Speak up and say yes or no, ma'am.

6 A Yes, yes.

7 Q You understood that the lender when they give
8 you a loan they're going to require security for that
9 loan. You understood that, right?

10 A Yes, I understood -- The way it was supposed
11 to have been done, it was supposed to have been done as
12 the land and the house together with the brick
13 underpinning and all that. It was supposed to be did
14 like a land home package deal where the land was going
15 to be tied up also. It wasn't like no land in lieu or
16 something.

17 Q Right.

18 A Now somebody's trying to say it was land in
19 lieu and all that, but it wasn't. It was supposed to
20 have been the land and the home.

21 Q I understand. But you understood that the
22 deal your son was entering into was he was getting a
23 loan to buy this home and he was going to give the
24 lender, CIT, a mortgage for the land and security
25 interest in the mobile home, just like you had done in

1 your deals, correct?

2 A I didn't -- The land was not tied up.

3 Q You just told me the land was tied up.

4 A The land was not --

5 Q I'm talking about in his case.

6 A Yeah, okay, in his loan.

7 Q You understood that in his loan he was going
8 to give a mortgage on the land and a security interest
9 in the home, correct?

10 A But it was going to be --

11 Q It was going to be combined?

12 A Right. Yeah, one tax.

13 Q I got that. But you understood that he was
14 giving both forms of security?

15 A Yeah.

16 Q Now we went over a bunch of these documents.
17 And your son says he doesn't recognize whether these
18 are his signatures at all. I will tell you just to a
19 lay person when I lay them all side by side they all
20 look exactly the same to me. But do you --

21 MR. BULL: See the difference in that and
22 the difference in that? That one right there
23 has got a loop around it.

24 MR. VON KELLER: I got that.

25 BY MR. VON KELLER:

30

1 Q Anyway, were you present when these documents
2 were signed?

3 A I was there. Like I say, I was in there.
4 And it was explained to him. And then they would ask
5 me, they said, do you think you need to go over it. If
6 I thought I needed to go over it, I would go over it.
7 If I didn't, then he would sign it.

8 Q Your son relied on you to make that decision?

9 A Yeah.

10 Q Now do you -- can you -- Are you able to look
11 and tell me whether or not you think -- which of these
12 signatures you believe to be your son's or are you not
13 knowledgeable about his signature?

14 A You can look at his driver's license.

15 Q No, ma'am, that's not what I asked you. I
16 asked you, can you look at these documents and tell me
17 which ones you believe your son signed or not. Can you
18 answer that question for me? Can you look at these
19 documents and tell me --

20 A No.

21 Q You can't recognize which is his signature
22 and which isn't? Ma'am?

23 A No.

24 Q Okay. Let's go to Exhibit Number 13, please.
25 Now you've made clear to me and this mortgage basically

1 makes it also clear that the mobile home is going to be
2 a part of the real property. It actually says that in
3 Exhibit 8. But -- Is that not right?

4 A Uh-huh.

5 Q Look at Exhibit 13 and go to the last page.
6 And down at the bottom where it says the word also, do
7 you see that?

8 A Also --

9 Q Borrower and lender intend that this mobile
10 home lose its nature as personal property and become
11 real property. That's what you were talking about,
12 right?

13 A Right, yeah. And that would be considered as
14 one, right?

15 Q That's right. So you understood that --
16 Because of that, you understood that your son was
17 signing a mortgage securing the loan, correct?

18 A Uh-huh.

19 Q Say yes, ma'am, instead of uh-huh.

20 A Yes, yes.

21 Q Was the mortgage signed in front of you at
22 the offices of Mr. Rivers?

23 A No, not in front of me. Like I say, I was in
24 there and, you know, he was sitting beside Mr. Rivers.

25 Q Right.

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1 A And he would -- he was talking to him. And
2 then if -- Like I say, if it was something that he
3 thought I needed to address to him, then he would say,
4 you might want to address. But as far as me looking at
5 him as he was signing the papers, no, I wasn't paying
6 no attention.

7 Q But you were in the same room while he was?

8 A I was in the same room.

9 Q And the lawyer was ensuring that he signed
10 all the paperwork?

11 A Yeah, the lawyer was with him.

12 Q And you as well, you were in the same room?

13 A Yeah.

14 Q Okay. As we sit here we can't talk about
15 the -- you can't look at his signature and say oh,
16 yeah, I remember him signing this or I remember him
17 signing that?

18 A No.

19 Q But you said you have some papers at home.
20 That's right? You have copies of paperwork?

21 A Okay, I got papers. I got all the papers
22 because they gave us copies when we -- When we left,
23 they gave us copies. They gave me -- They gave him the
24 deed thing. They said it would be coming in the mail.
25 Okay. And everything -- When it come to the house they

1 were supposed to -- the dealership was supposed to put
2 the -- get the house registered and it would have
3 been --

4 Q Before you get there, let's go back to the
5 closing, okay. The closing statement says on page 2
6 that by signing this you're agreeing that you got a
7 copy of all of the documents. Did the lawyer or the
8 lawyer's secretary, did the lawyer give you copies of
9 all the paperwork at the end of the closing?

10 A Not all of them. We didn't never get a
11 purchase agreement. To this day we don't have a
12 purchase agreement.

13 Q But you did get a large volume of
14 documents --

15 A Yeah, she gave me some papers, she did. And
16 she said we would be getting papers in the mail.

17 Q Did you receive things in the mail?

18 A Only thing I received, I received something
19 like this, but it was a copy.

20 Q But anyway, you were given copies at some
21 point; is that correct?

22 A At some point.

23 Q You have them at home?

24 A Yes.

25 Q And those were copies of the originals that

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1 were signed in the closing; is that correct?

2 A Yeah.

3 Q And you're going to give me that -- you --

4 A I'll get all them papers he don't have.

5 Q And you're going to get those to your lawyer
6 by Monday; is that correct?

7 A What is today, Thursday? Yeah, by Monday.

8 Q Do you remember how long it was before --
9 after the closing, before the mobile home was
10 delivered? The closing was on July 14, 2003.

11 A July 14.

12 Q How much longer after the closing was the
13 home delivered?

14 A Seems like August.

15 Q So a couple of weeks?

16 A Yeah.

17 Q When did you move out of the property in
18 Dovesville and move into this new mobile home?

19 A When he had the accident.

20 Q Do you know when he --

21 A He had the accident in 2009.

22 Q So if the mobile home was delivered in August
23 of 2003, your son lived in the home without you from
24 2003 to 2009?

25 A Yeah, because I'd be like back and forth, you

1 know.

2 Q What do you mean back and forth?

3 A I would go and stay with him sometimes
4 because he had children.

5 Q Right.

6 A And then I would be at my house.

7 Q From 2003 to 2009 how often were you in the
8 mobile home?

9 A Two or three, maybe two or three times a
10 week.

11 Q When is the first time that your son advised
12 you or you became aware that the home that was
13 delivered was not the home that he had ordered as per
14 his testimony?

15 A Okay. Now when we got the home there was
16 stuff that was supposed to have been done in the home
17 that was not done in the home.

18 Q Some finish-up stuff?

19 A Finish-up stuff. There was, like you say,
20 the carpet. On the floor the carpet -- they had carpet
21 over tile. There was like a hump in the floor. And we
22 called. They came out one time. Then the ceiling --
23 It had came a bad storm and the ceiling was leaking. I
24 tried to file a claim for them to come out and fix it.
25 And the man came out there and fixed it. He looked at

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1 the paperwork and stuff and then he said -- He said
2 something about he couldn't do it because it was -- it
3 looked like it had been leaking ongoing. But we had
4 just got the house.

5 Q So when did you have this ceiling leak?

6 A That was right after we got the house. I
7 would say probably about -- it came a rainstorm
8 probably about three or four weeks.

9 Q The ceiling --

10 A We couldn't get --

11 Q Did you call the sales lot?

12 A I called the sales lot.

13 Q And they sent somebody out?

14 A The man came out there but the man didn't fix
15 it. To this day, it's still leaking.

16 Q What did he say? What did this man say?

17 A He said we couldn't file a claim on it. He
18 was trying to say like it had been leaking for a while
19 but we had just got the house.

20 Q All right. So let's go back to my question
21 to you. At what point -- what was the first time that
22 you learned that the mobile home was not what had been
23 ordered by your son?

24 A Right after he moved in.

25 Q How did you learn it?

1 A Well, I mean we were walking around because I
2 knew what was supposed to have been done. Like a bay
3 window was supposed to be in the living room. They
4 were supposed to put a bay window in there; they didn't
5 do that. They was supposed to have put like a Lazy
6 Susan in the kitchen; they didn't do that. They was
7 supposed to have burgundy carpet; they didn't do that.

8 Q Your son said maroon.

9 A Well, burgundy, maroon, you know, basically
10 the same color. They didn't do that. And then they
11 was supposed to put like a retreat in the master
12 bedroom, and they got just like a little block. You
13 can't even put nothing in it. Maybe put like a chair
14 in it -- maybe like a table in it.

15 Q I don't know what a retreat is.

16 A It's like an extra room onto the master
17 bedroom.

18 Q Like a little side room?

19 A Yeah, but it's attached.

20 Q This was supposed to be a little side room
21 off the master bedroom.

22 A Uh-huh.

23 Q And you're saying they didn't do that?

24 A They didn't do that.

25 Q What was there?

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1 A It's a little open space, you know. It was
2 supposed to be like a sitting area. And they were
3 supposed to put like glass doors to it where you can
4 open it up, like you can go in, make a little office to
5 sit in or a little sitting area. They didn't do that.
6 Only thing you can really -- I got a bookshelf in there
7 and that's it.

8 Q Your son was telling me about the things that
9 were different and he mentioned five things: That
10 there was supposed to be duct work in the ceiling but
11 it was in the floor; is that correct?

12 A It was. They put it in the floor, yeah.

13 Q He said there was supposed to have two
14 bathrooms and it had three.

15 A Yeah.

16 Q Is that correct?

17 A Yeah.

18 Q There was supposed to be maroon carpet but it
19 was a lighter color?

20 A Tan.

21 Q It was tan.

22 A Yeah.

23 Q He said that there was supposed to be a
24 sliding door out to the enclosed porch.

25 A Supposed to enclose the porch and have like a

1 glass door to it.

2 Q And that's not there?

3 A They didn't that, no.

4 Q And there was supposed to be brick
5 underpinning.

6 A Yeah, because like I said it was --

7 Q You've added to this. There was supposed to
8 be a bay window where?

9 A A bay window was supposed to be in the living
10 room.

11 Q And there's not a bay window?

12 A No.

13 Q There's supposed to be a Lazy Susan in the
14 kitchen?

15 A That's a thing where you can open it up and
16 it's like a little round --

17 Q In the cabinet?

18 A Yeah.

19 Q Where the cabinet sits there and you can get
20 to the pots in the back?

21 A Yeah.

22 Q And that wasn't there?

23 A No.

24 Q And then you told me about the carpet and
25 there was no retreat in the master bedroom. Are those

40

1 the only differences between what was ordered and what
2 was delivered?

3 A Let me see. Yeah.

4 Q Do you have any paperwork that substantiates
5 what was ordered?

6 A I can look because I mean when he sketched
7 it, you know, I had jotted things down. So I can look
8 and see what I got. But like I say, we never received
9 a purchase agreement so --

10 Q Was there a purchase agreement?

11 A Yeah. There wasn't in here but I don't even
12 have one in the package. The package that we got, I
13 don't have one.

14 Q The agreement that you and I looked at
15 doesn't really have any real details. It just says --
16 If you'll go and look at Exhibit Number 3, which is
17 designed as a purchase agreement, none of those things
18 that you've talked about exist there. It just says
19 you're going to get deck stairs, skirting, air
20 conditioner, and a service pole.

21 A And it was supposed to be a land package home
22 deal, so it was supposed to have been brick
23 underpinning because it was going to be made into real
24 property.

25 Q I understand that but my question is not

1 that. My question is, do you have anything in
2 writing --

3 A Like I say, I'll get up all my papers. I got
4 all the papers.

5 Q Please listen to my question and answer the
6 question I'm asking you. Do you know as we sit here
7 now if you have any paperwork that sets out
8 specifically what you were to have gotten? Do you know
9 if you have such a piece of paper?

10 A As far as I know I do.

11 Q What? As far as you know you do. And it
12 sets out these things that you and your son have talked
13 about; is that correct?

14 A Yeah.

15 Q And it is more detailed than Exhibit Number
16 3?

17 A Yeah.

18 Q Now so when you -- you say you find this out,
19 you told me you find this out three or four -- you said
20 three or four days after it's delivered, right?

21 A Yeah.

22 Q So what -- what do you do, if anything?

23 A I went to the dealership and I asked them why
24 this wasn't done, why that wasn't done. And they came
25 up with, well, they said they don't do this no more;

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1 they said they cut this out and this. And I said,
2 well, why y'all didn't tell him that when he was
3 ordering the house because y'all was saying that y'all
4 could get this done. We could get what was -- what he
5 had said. And they said, well, they cut this out and
6 there wasn't nothing we could do about this. That was
7 it.

8 Q Did you ever complain or talk to CIT?

9 A Huh-uh, because --

10 Q Say yes or no so we can get it clear.

11 A No.

12 Q So the only person you spoke with --

13 A Dealership.

14 Q And do you remember who you spoke with at the
15 dealership?

16 A Probably Raleigh Dubose.

17 Q Who?

18 A Maybe Raleigh Dubose.

19 Q Raleigh Dubose?

20 A Yeah.

21 Q Do you know if Mr. Dubose is still in the
22 community?

23 A I don't know.

24 Q Is this dealership still open?

25 A The dealership went out.

1 Q So you complained to the dealership; they
2 don't do anything; y'all just go ahead on?

3 A Yeah.

4 Q Your son makes payments from 2003 to 2012.
5 All right.

6 A 2003 to -- yeah. 2009 is when he got hurt.

7 Q That's right. But the payments reflect --

8 A Yeah, but we -- yeah, then I started working
9 with him with the payments.

10 Q And you moved in in 2009?

11 A Yeah, after that.

12 Q So he makes the payments from 2003 to 2009.
13 Do you contribute to them from 2003 to 2009, or he
14 makes them himself?

15 A He makes them hisself.

16 Q And in 2009 he's injured. From 2009 to the
17 present you live there. And from 2009 to 2012 you help
18 him with the payments?

19 A Yes.

20 Q All right. So let's talk about that -- So
21 we've looked at the -- In the exhibits that we've
22 looked at we have determined that the mobile home that
23 was actually delivered -- The mobile home that was
24 identified on the sales contract is Exhibit Number 17.

25 MR. WOODSON: Say that again.

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1 BY MR. VON KELLER:

2 Q The mobile home that's identified in the
3 sales contract is Exhibit Number 17. The documents say
4 a 2003 Champion mobile home, the last four digits 5296.
5 And what's actually been delivered is Exhibit Number
6 18 --

7 A 5602.

8 Q -- the 2004. So you ended up getting a year
9 newer home, correct?

10 A Yes.

11 Q And you ended up -- it's the same size and
12 everything, correct?

13 A Yes.

14 Q And the only difference are those eight
15 things that you told me about, correct?

16 A Yes.

17 Q And you complained about it not being
18 properly titled, so you haven't paid property taxes on
19 it; is that right?

20 A Okay. The house -- When the loan was done
21 Park Avenue was supposed to do -- they were supposed to
22 get everything done.

23 Q Sure.

24 A Register the house and all that. Because,
25 you know, you register a house and then the lights get

1 turned on.

2 Q That's right.

3 A He was out of town working. When I came home
4 the lights were on; there was a sticker in the window.
5 So I just assumed that the house had been registered.
6 Okay. He --

7 Q Let me interrupt you for just a minute. I
8 don't really know anything about registration. When
9 you have a mobile home, it has to be registered with
10 the county?

11 A With the county.

12 Q Okay. Sort of like a registration on a car?

13 A Yeah, uh-huh.

14 Q And there is a sticker in the window that
15 makes it look like it has been registered?

16 A And the lights was on.

17 Q And the lights were on. You've got to have
18 it registered to get the lights on?

19 A (Deponent nods head affirmatively.)

20 Q Okay. So go ahead. I understand now.

21 A Some we just assumed that it was registered.

22 Q Sure.

23 A So Ashton was getting tax notices. I said,
24 Ashton, did you pay your taxes, and he said yeah. He
25 was paying what they were sending him.

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1 Q Let's go slow. The taxes that he's getting,
2 are they the taxes on the land?

3 A It was the land, but he thought it was for
4 the whole thing because he never had a home. I was
5 asking him, well, have you paid your taxes. And he
6 said yeah.

7 Q Okay.

8 A So I was just assuming the taxes were being
9 paid. Nobody told us, even the tax assessor's office,
10 that the house had never been registered or nothing.
11 They believed everything was fine. Then when the house
12 went from CIT to Vanderbilt --

13 Q When was that, ma'am?

14 A In I believe 2008, 2009.

15 Q About the same time your son was injured?

16 A Yeah, yeah. Someone -- I guess they were
17 transferring the loan, giving the loan to Vanderbilt,
18 someone did come out and they said they needed to see
19 the serial number. We really didn't know where the
20 serial number was because I never had it --

21 Q No reason to know, right?

22 A Yeah. So the guy came in, we looked all over
23 the house, looked under the house, looked on the
24 tongue, everything. Couldn't find it. So he said,
25 don't worry about it. I said, you sure? He said yeah.

1 Q That was a representative of Vanderbilt?

2 A Yeah.

3 Q Okay.

4 A And so then -- by then, you know, we were
5 getting behind in the payments because, like I say, I
6 was getting sick -- I was already sick but then Ashton
7 was sick, he wasn't getting the income he was getting.
8 And I was trying to get Vanderbilt to see could they
9 work with us because his income was not going to
10 change. It went down; it wasn't going to change. They
11 kept saying they was helping us, but they kept putting
12 the thing on the back -- Instead of putting it on the
13 back of the loan, they were adding it to the loan and
14 increasing the payment. The payment from \$710 to
15 \$1035.

16 Q 710 to 1000 what?

17 A 35.

18 Q Is that because of paying the insurance?

19 A Yeah, because he's paying insurance. So we
20 were thinking that the insurance -- we really didn't
21 know anything was wrong until we started trying to get
22 help from SC HELP.

23 Q When did you go get help from SC HELP?

24 A That was in 2010, I believe.

25 Q Okay.

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1 A And the lady, it was a real nice lady, she
2 was working with me and she was trying to get it done.
3 But she kept saying that she needed a copy of the
4 title. And I kept telling her, you know, I don't have
5 no copy of the title. Who would have it? And she
6 said, the bank's supposed to have a copy of title. I
7 said, well, I'll call the bank. But every time I
8 called the bank to get a copy of the title, they would
9 send me this.

10 Q When you say the bank, do you mean
11 Vanderbilt?

12 A Vanderbilt kept sending me copies like this.
13 And the --

14 Q You're pointing -- For the record, you're
15 pointing to the note, Exhibit Number 5.

16 A Yeah, and 6 because they sent it about two or
17 three times. And she would get it, she would say, no,
18 that is not what I need. She said, I need a copy of
19 the title. I said, well, this is all they got. So I
20 called back and I talked to the lady at Vanderbilt. A
21 lady, I can't remember her name. She told me, she
22 said, yeah, well, CIT didn't record the loan right so
23 there is no title. I'm like how there can't be no
24 title? I said, so what if we get ready to try to sell
25 the house? We're trying to get help and stuff. She

1 said, well, it was their screw up. There is no title.
2 They didn't know how to do it. But I know that -- I
3 know they know how to do it as far as doing the title,
4 titling the house and all that stuff.

5 Q Right.

6 A So I kept going back and forth with the SC
7 HELP. And she kept trying to help me, trying to get
8 something worked out. And then finally when we -- She
9 told me, she said, Linda, it's got to be a problem.
10 See can you find the serial number. I said, I done
11 looked. I said, we done looked all over the house. So
12 I looked, kept looking, I finally found it. When I
13 found it, I had a flower sitting in front of the thing.
14 And I looked at it and I compared it to what they had
15 gave me. And that's when we realized that it was the
16 wrong serial number.

17 Q It's not the same serial number on the
18 contract?

19 A So then I'm like, well, okay, we got this
20 problem. How can we, you know -- I asked Vanderbilt,
21 how can we -- I mean what we going to have to do
22 because there is no title. And they was like telling
23 me that I need to fix it. I'm like, I don't need to
24 fix it because I don't know how to fix it. Y'all need
25 to fix it. Somebody need to fix it. So they kept

50

1 sending me that paper.

2 Finally SC HELP says, well, you know,
3 there is -- y'all can't get the title; there is no
4 title. Say we can't -- we're not going to be able
5 to help you like that because we'd be putting
6 money -- we'd be putting money out there really for
7 the wrong house because we don't know what house is
8 the right house. I said okay. I left that alone.

9 I kept calling the bank and talking
10 to them. And then I finally called the manufacturer
11 and I asked her for the certificate -- did they have
12 a copy of the certificate of origin. And she told
13 me, she said, well, we got the copy. I said, well,
14 who would have the original. She said, to be honest
15 with you, when the houses come in, when we bring the
16 houses in, we usually give them to the dealership
17 and they're supposed to issue them to the law firm
18 when they close on loans. She said but to tell you
19 who got it, I do not know. I said, well, can you
20 give me copies of them. She said, yeah, I can give
21 you the copy. And I told her which one that I was
22 on the contract and which one I was living in. So
23 she gave me both of them. And after she gave me
24 both of them, then that's when we realized that it
25 was the wrong house. I mean the loan is wrong.

1 Something is wrong, you know.

2 Q That you -- One mobile home was identified on
3 the contract and another mobile home was delivered?

4 A Uh-huh. So I kept going back and forth with
5 the bank. They kept really -- Vanderbilt they
6 wouldn't -- I hate to say it, they were just going to
7 be difficult. Like I say, the whole thing -- if they
8 would have just helped us. I mean if I'm telling you
9 the income is not going to change, can you lower the
10 payment. The payment is \$710. I mean I had a police
11 officer come in, he's like, you're paying 1035 for
12 this, you paying \$710? I mean help. You see me
13 struggling trying to keep the house. Help us.

14 But when we find out that the
15 title -- the title was not right, then we find out
16 that the house was not registered, tax assessor's
17 office didn't tell us till 2008 that the house was
18 not registered. So they won't register the house
19 without a copy of the title.

20 Q Sure. So let's talk about the problems that
21 we got here. Okay. So problem number one is you have
22 a different home than you believe your son ordered.
23 And you've laid out the eight things that are
24 different. But he gets -- he gets a newer home. And a
25 newer home, you know, typically costs more than an

52

1 older home, right? Typically.

2 A Yeah.

3 Q 2004 costs more than a 2003. Has more
4 bathrooms, right?

5 A One extra bathroom which is more water.

6 Q All right. But it also -- usually that makes
7 it a nicer home. But then it has those other things.

8 A Those other things like the sockets. All the
9 sockets where they was not cut right and fitted in
10 right. All of the sockets is hanging from the wall.

11 Q It's an 11-year-old home, I can't --

12 A From the beginning.

13 Q I can't do anything about an 11-year-old
14 home.

15 A I know.

16 Q So we've got a different home, that's one
17 issue. We've got to solve the issue about the title,
18 correct?

19 A Yeah, and it's the wrong home.

20 Q Now your son talked about personal property
21 taxes. That's taxes on the home, not the land?

22 A They're charging us --

23 Q Darlington has never charged you taxes until
24 recently, correct?

25 A They started charging in -- when they figured

1 out that the house was on the -- that there was a house
2 on the lot. That was back in, what, 2008. They
3 started charging. They was charging. They was -- they
4 wanted to charge six percent because they said that in
5 reality there is no house on the lot.

6 Q Now that's six percent meaning the tax rate
7 you pay on the land.

8 A The house.

9 Q Well, if they're saying there's no home on
10 the lot then they can't be taxing the house.

11 A They're taxing. I'm getting a tax notice
12 every year and it is \$1500 because we're getting a land
13 notice and a house. Now we're getting a house notice,
14 but when I told them that we don't live in the house so
15 we're not going to pay taxes on something we don't live
16 in.

17 Q You're confusing me again. The tax on the
18 home, are they going back to that home you had with
19 Greenpoint?

20 A The home that we in now.

21 Q Well, what do you mean you don't live in it?
22 Of course you live in it.

23 A The home that's on the contract.

24 Q Oh, okay. Okay. So I'm understanding you
25 now.

54

1 A Yeah.

2 Q They're sending you a tax bill that
3 identifies the home that's on the contract?

4 A Yeah, because that's on the contract.

5 Q And that's not the home --

6 A That's not the home.

7 Q Gotcha.

8 A So then she said, well, we can't -- she said
9 that -- because this has been going on ever since 2008.

10 And they been telling us that they was going to have
11 the lights turned off. We were going to have to move
12 the house out of the county.

13 Q Right.

14 A And going through all this. But the land
15 taxes have been getting paid. But I said I am not
16 fixing to pay this. This is not right and I'm not
17 fixing to pay it. Then \$1500.

18 Q Tell me what the \$1500 is.

19 A For the mobile home, the Champion mobile home
20 that's on the contract.

21 Q Those are the back taxes?

22 A No, one year's taxes. They're charging six
23 percent. And Vanderbilt did pay it. Like two years
24 ago I told them I wasn't paying it. So they did pay it
25 two years.

1 Q And it's 1500 a year?

2 A Fifteen and some change.

3 Q And then on top of that there's taxes on the
4 land?

5 A And the land was \$24. Because we cannot get
6 the house registered, which is not our fault, they went
7 up six percent on the land. So now I'm paying -- it
8 was \$24; it is 100 and something dollars now.

9 Q Back up and just tell me what you just said
10 again.

11 A Because we can't get the house registered, we
12 can't get the thing straightened out, they told me that
13 they was going to go up to six percent on the land.

14 Q As opposed to what percent?

15 A Four. So we were paying \$24 for the land.
16 Now we got -- I got the new notice for this year, and
17 it's a 100 and something dollars.

18 Q So the six percent, like I said before,
19 that's the land taxes. The six percent means the rate
20 that you pay for the land taxes. If you have a home
21 and a land together it goes to four percent; isn't that
22 correct?

23 A Yeah. So it is like there is no home on the
24 property.

25 Q I got that.

56

1 A Yeah.

2 Q So that's the third issue. Now your son
3 talked about insurance.

4 A We had our own insurance up until, like I
5 say, he got hurt. Then we couldn't keep the thing
6 going. So Vanderbilt put their own insurance on the
7 house.

8 Q When did Vanderbilt put their own insurance
9 on the house?

10 A Probably about 2007, '08.

11 Q You said Vanderbilt, it went from CIT to
12 Vanderbilt in 2008, 2009.

13 A So CIT -- yeah, CIT -- we had it when we were
14 with CIT. We were handling it when we were with CIT.
15 When Vanderbilt got it, that's when everything really
16 started unfolding and things started coming out.

17 Q And that would have been 2008 or '09?

18 A Yeah. And so --

19 Q So you had -- Let's break this down into --

20 A I had insurance on the wrong house.

21 Q Okay. Prior to Vanderbilt taking over the
22 loan you had your own insurance on the house?

23 A Yeah.

24 Q Did you ever make a claim during those years
25 on that insurance policy?

1 A The first claim that I was telling you about
2 when they said they wouldn't fix the roof.

3 Q Well, you told me the reason the guy wouldn't
4 fix the roof is he came out and he looked and he said
5 it was a preexisting leak?

6 A But it wasn't.

7 Q But that had nothing to do with it being the
8 wrong home.

9 A That's what I'm saying. We didn't even know
10 it was the wrong home but we have not filed no claim
11 other than that.

12 Q But that claim was not denied because it was
13 the misidentified home, correct?

14 A No. No, it wasn't.

15 Q So after Vanderbilt takes over and starts
16 putting what's called forced placed insurance, do you
17 file a claim after 2008, 2009?

18 A No, because they said it only covered their
19 equity. It didn't cover nothing else.

20 Q So no claim has been filed --

21 A I told them that --

22 Q You're shaking your head but you're not
23 saying. She can't take down a shake. No claim has
24 been filed?

25 A No.

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1 Q Thank you. So that's not an issue then. So
2 we got the different home, the title, the taxes?

3 A But had we had the insurance --

4 Q I understand that, but you didn't. So let's
5 talk about issues that you've actually had. Are there
6 any other issues that have arisen because of the
7 misidentification of this home?

8 A The main thing is we can't get the house
9 registered.

10 Q I understand that. Is there anything else?

11 A We can't get the home registered. I mean
12 there's about \$20,000 worth of work that really needs
13 to be did to the home.

14 Q Those are complaints about repair problems
15 with the home?

16 A Yeah, that were -- Basically the house was
17 not built good.

18 Q Now these are --

19 A But the main thing is, like I say, it's the
20 wrong house. I mean they just got the wrong house on
21 the paperwork.

22 Q Okay.

23 A It's a 2004. And I mean if it was like one
24 number because I think Vanderbilt did try to say it was
25 just one number off and they tried to get them--I can't

1 think of the lawyer's name--to go in and change that
2 one number, but it ain't. It's the whole serial number
3 is wrong. The year, make, and model -- I mean the year
4 of the house is wrong. Bedrooms are wrong, bathrooms
5 are wrong. It's just the wrong house.

6 Q Wait a minute. You and I went through, I
7 asked you to tell me precisely what was different
8 between the home you ordered and the one you got.

9 A We got four bedrooms.

10 Q You gave me eight things. You didn't say
11 anything about bedrooms.

12 A No, I take it back. The four bedrooms,
13 that's fine.

14 MR. BULL: Carpet.

15 THE DEPONENT: The three bathrooms --

16 BY MR. VON KELLER:

17 Q Yeah, we went over it now repeatedly. And
18 those are the eight things we went over --

19 A The four bedrooms is fine.

20 Q So the eight things you told me about is the
21 total things that are different than what you ordered?

22 A Yeah, yeah.

23 Q And you are aware that you -- no payments
24 have been paid on this home since 2012, right?

25 A Uh-huh.

60

1 Q All right.

2 A I went to the -- I went to -- okay. Trying
3 to get it fixed, trying to resolve the issue, which
4 like I told Vanderbilt, I don't think I should be the
5 one trying to resolve the issue because, number one, I
6 didn't know what was going on. But I went to the
7 courthouse several times. And they are the ones that
8 suggested I get a lawyer because they said they hadn't
9 never heard of nothing like this before.

10 Q Okay.

11 A Then I went to the highway department. The
12 highway department asked us who was we paying. I told
13 them who we were paying. They said, well, there is no
14 house on that property. We don't have him as a house
15 on the property. Then I went to -- when Schurlknight &
16 Rivers went out, they said the counsel is going to go
17 to another attorney. I called that attorney. They
18 don't have the original documents. And then they say
19 that in the computer system, they don't even have his
20 name in there as owner of a house. So everybody that's
21 involved with it is gone.

22 MR. VON KELLER: I think that's all the
23 questions I have, Ms. Bull. Mr. Woodson,
24 anything from you?

25 MR. WOODSON: Yes. Give me one second.

1 She's making some copies -- or a copy. Well, I
2 can go ahead and ask the question.

3 EXAMINATION

4 BY MR. WOODSON:

5 Q Was there a second mortgage placed on it?

6 A Yes. There was a second mortgage that was
7 placed on it. I was paid and I do -- I think I gave
8 you a copy of that. But I could not get it cleared
9 because they said that the guy that signed it was
10 supposed to have a second person sign it.

11 Q So this second mortgage, was it done at the
12 closing?

13 A Yeah.

14 Q All the paperwork was signed?

15 A Yeah.

16 Q Did they tell you not to mention the second
17 mortgage on any of your closing documents?

18 A No.

19 Q Was it like a side mortgage?

20 A No.

21 MR. VON KELLER: The HUD references it.

22 BY MR. WOODSON:

23 Q So you satisfied the second mortgage?

24 A Yeah. I got the letter where he -- he sent
25 me a letter in the mail saying that it had been paid in

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1 full.

2 Q Why is it not satisfied at the courthouse?

3 A They said they could not do it because he was
4 supposed to have a second person to sign on. And I
5 don't know where he's at.

6 Q Okay.

7 A But I do have -- you got the letter shows the
8 second has been satisfied but can nothing be done about
9 it.

10 MR. WOODSON: I don't have any other
11 questions.

12 FURTHER EXAMINATION

13 BY MR. VON KELLER:

14 Q The closing statement says the second
15 mortgage is to the seller, Park Avenue Homes. That was
16 a deal you had -- or your son had with them, correct?
17 That wasn't a mortgage to CIT?

18 A No. And the mortgage -- The gentleman, he
19 was the one that sent the letter satisfying the
20 mortgage.

21 MR. VON KELLER: Are we done?

22 MR. WOODSON: Yes.

23 (The deposition concluded at
24 1:06 p.m. The deponent waived
25 signing her deposition.)

CERTIFICATE OF REPORTER

I, Laura Chamblee, Registered Professional Reporter and Notary Public for the State of South Carolina at Large, do hereby certify:

That the foregoing deposition was taken before me on the date and at the time and location stated on page 1 of this transcript; that the deponent was duly sworn to testify to the truth; the whole truth and nothing but the truth; that the testimony of the deponent and all objections made at the time of the examination were recorded stenographically by me and were thereafter transcribed; that the foregoing deposition as typed is a true, accurate and complete record of the said deposition at the time of the deposition to the best of my ability.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 13th day of January 2015, at Hartsville, Darlington County, South Carolina.

Laura Chamblee

Laura Chamblee,
Registered Professional Reporter
Notary Public
State of South Carolina at Large
My Commission expires:
December 22, 2018

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EXAMINATION:

4

BY MR. VON KELLER

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5

BY MR. WOODSON

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Certificate of Reporter

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E X H I B I T S

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EXH.

DESCRIPTION

PAGE

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(No exhibits were marked for identification.)

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1 STIPULATION: It is stipulated by counsel
2 that this deposition is being taken in accordance with
3 the South Carolina Rules of Civil Procedure, and that
4 the deponent waives the right to read and sign the
5 deposition transcript.

6 - - - - -

7 THEREUPON,

8 ASHTON CARMAL BULL, being first duly sworn,
9 testified as follows:

10 EXAMINATION

11 BY MR. VON KELLER:

12 Q Mr. Bull, my name is Ted von Keller. And I'm
13 the attorney for Vanderbilt. I'm going to be -- we
14 have this foreclose pending and I'm going to be taking
15 your deposition today to find out what your testimony
16 is in this case. Have you ever had your deposition
17 taken before, sir?

18 A No.

19 Q It's very simple. This is an opportunity for
20 me to sit down and find out what your testimony is
21 under oath. I'm going to ask you questions, and you're
22 required to answer them, and the court reporter is
23 going to make a record of it. Your testimony is going
24 to be taken under oath just like in court. And I can
25 later use your -- the record of this in a hearing or a

4

1 trial of this matter. If you were to testify in trial
2 differently than you do today, that's something that I
3 can bring to the attention of the Judge.

4 A Okay.

5 Q So it's important that I get down accurately
6 what you are saying. I'm not here to trick you or
7 surprise you. I just want to find out what's going on.

8 A Okay.

9 Q But to get it accurately, if I ask you a
10 question and you give me an answer, I'm going to assume
11 you understood the question and are answering it
12 completely. Is that fair?

13 A Uh-huh.

14 Q If you don't understand my question, ask me
15 to explain it to you before you give me the answer.
16 Can we agree on that?

17 A That will work.

18 Q Is there any reason you cannot testify fully
19 and completely today? Are you sick, are you under the
20 insurance of any medication or anything?

21 A No.

22 Q Okay. So that we get an accurate record,
23 please testify verbally yes and no as opposed to
24 shaking and nodding your head or saying uh-huh or
25 huh-uh so we know exactly what it is you're saying.

1 A Okay.

2 Q If you get tired and need to take a break,
3 let me know and we'll stop. There's not a lot here, I
4 just want to get the background here and move through
5 it. We should be able to get through it pretty
6 quickly.

7 A All right.

8 Q So let me get a little background information
9 on you. What is your full name?

10 A Ashton Carmal Bull.

11 Q And what is your date of birth?

12 A [REDACTED]

13 Q All right. Where do you presently live?

14 A Darlington, South Carolina. 1108 Farm House
15 Lane.

16 Q And that's the land that's the subject of the
17 foreclosure hearing?

18 A Yes.

19 Q You live in the mobile home?

20 A Yes.

21 Q And who do you live in the mobile home with?

22 A My mother.

23 Q And she's here with us today, right?

24 A Yes.

25 Q Just the two of you?

6

1 A Uh-huh.

2 Q Are you married or single or divorced?

3 A Single.

4 Q Have you ever been married?

5 A No.

6 Q Do you have any children?

7 A Yeah.

8 Q How many children do you have?

9 A Three girls.

10 Q Okay. What are their names and ages, please?

11 A Skyiera [REDACTED]

12 Q You'll have to spell that.

13 A S-K-Y-I-E-R-A.

14 Q [REDACTED]?

15 A Uh-huh.

16 Q Okay.

17 A Ashonee [REDACTED].

18 Q Spell that.

19 A A-S-H-O-N-E-E [REDACTED].

20 Q All right.

21 A And Tyzer [REDACTED], T-Y-Z-E-R.

22 Q How old is Skyiera?

23 A Thirteen.

24 Q How old is Ashonee?

25 A Eleven.

1 Q And how old is Tyzer?
2 A Five.
3 Q All girls?
4 A Uh-huh.
5 Q None of them live with you?
6 A Well, back and forth.
7 Q Okay. They live mostly with their mother?
8 A Well, mostly with me and sometimes with their
9 mother.
10 Q Are you paying child support on any of those?
11 A Huh-uh.
12 Q But they all hold their mother's last name?
13 A Yeah.
14 Q Who is their mother?
15 A Tyesha [REDACTED].
16 Q Spell that.
17 A T-Y-E-S-H-A.
18 Q Where does Tyesha [REDACTED] live?
19 A Darlington also.
20 Q What address?
21 A Uh --
22 Q Somewhere in Darlington?
23 A Yeah.
24 Q Okay. How far did you go in school,
25 Mr. Bull?

8

1 A Ninth grade.

2 Q Did you finish the ninth grade --

3 A No.

4 Q -- or did you drop out in the ninth?

5 A Dropped out in the ninth.

6 Q Have you gone back to get your GED or
7 anything like that?

8 A (Deponent shakes head negatively.)

9 Q All right. Let's talk about your -- Do you
10 hold any licenses or anything? Are you a certified
11 welder or anything like that, realtor or anything like
12 that?

13 A No.

14 Q Let's talk about your employment. Let's
15 start right now and go backwards. Are you employed
16 now?

17 A No, I'm disabled.

18 Q Are you under any kind of -- Has there been a
19 finding by anybody that you're disabled? By workers'
20 comp or social security or anything?

21 A Social security.

22 Q When were you disabled?

23 A I believe it was 2000 and -- I'm not sure. I
24 think it was it was 2011, '12.

25 Q 2011 or '12. Were you -- Was this the result

1 of an injury?

2 A Yes.

3 Q Of a work place?

4 A Well, no. Gunshot.

5 Q You were shot by a gun?

6 A Uh-huh.

7 Q And do you receive social security disability
8 benefits?

9 A Uh-huh.

10 Q What is your monthly social security
11 disability benefit?

12 A 723.

13 Q 723?

14 A Uh-huh.

15 Q Is that your sole source of income?

16 A Yes.

17 Q You get no income from anywhere else?

18 A Huh-uh.

19 Q Before you were injured by this gunshot where
20 were you working?

21 A I think Ward's Radiator, a mechanic.

22 Q Ward's Radiator?

23 A Yeah.

24 Q Where is that, sir?

25 A In Hartsville.

10

1 Q And you were working as a mechanic?

2 A Yeah.

3 Q How long? What were the dates that you
4 worked there?

5 A I'm not sure. I couldn't -- I couldn't
6 really give you exact dates.

7 Q You worked up until the time you were shot?

8 A Yeah.

9 Q Do you remember the date you were shot?

10 A No.

11 Q Was it in '11 or '12?

12 A I couldn't -- I really couldn't tell you.

13 Q Was this in a robbery or --

14 A No. A gun -- I was cleaning one of my
15 weapons and it went off on me.

16 Q Where were you struck with the bullet?

17 A In my tibia, on my leg.

18 Q In the leg. What caliber weapon was it?

19 A A nine-millimeter.

20 Q That's messy business.

21 A Yeah.

22 Q Can you walk?

23 A Yeah. Well, I got pins and rods all the way
24 through my right side.

25 Q So you don't know the dates -- before Ward's

1 Radiator, where did you work?

2 A It was Larry -- I think Larry Smith. I was
3 doing shut down.

4 Q Larry Smith what, sir?

5 A Larry Smith, I think it was, Sandblasting and
6 Painting.

7 Q You're going to have to speak a little
8 louder.

9 A Larry Smith Sandblasting and Painting.

10 Q Sandblasting and Painting. What did you do
11 there?

12 A Sandblast and paint.

13 Q Do you know the dates you were there?

14 A No, I couldn't tell you.

15 Q You're not going to be able to help me with
16 any of the dates you were employed?

17 A Not really.

18 Q All right. But you have not worked from
19 sometime in 2011, 2012, somewhere in there?

20 A Yeah, from the time I was injured.

21 Q And you don't know exactly when that was?
22 You don't even know the year?

23 A Not really.

24 Q So let's talk about the home that's the
25 subject of this case. I'm going to be showing you some

12

1 documents I got from your file.

2 (Deposition Exhibit Number 1 was marked

3 for identification.)

4 BY MR. VON KELLER:

5 Q I'm showing you Exhibit Number 1. This is a

6 document that was in your file dated March 18 of '03.

7 And what it -- it says it's a broker agreement for

8 financial services. And is that your signature where

9 it says name and it says Ashton C. Bull? Is that your

10 signature?

11 A It don't look like it but -- You got the

12 original copy?

13 Q I do not have the original, no, sir.

14 A I don't think that --

15 Q This was in your file that Vanderbilt

16 maintains. Do you remember using this company to help

17 you when you were looking to buy a house back in 2003?

18 A Yeah.

19 Q So this is a company you used to help you

20 find a loan?

21 A Yeah.

22 Q And where were you -- In 2003 where were you

23 living?

24 A At that same address.

25 Q Sir?

1 A Same address, 1108 Farm House Lane.

2 Q Was there a stick-built house there?

3 A No, it was another mobile home.

4 Q Were you living with your mother?

5 A Yeah.

6 Q And you wanted to get a new one?

7 A Yeah.

8 Q And the mobile home that you were living in
9 with your mother in 2003, in whose name was that mobile
10 home?

11 A My mother.

12 Q It was older, I take it?

13 A Yeah.

14 Q And you wanted to get a new one?

15 A Yeah.

16 Q And do you remember in 2003 where you would
17 have been working?

18 A No, not -- no.

19 (Deposition Exhibit Number 2 was marked
20 for identification.)

21 BY MR. VON KELLER:

22 Q Maybe this will help you. What I'm going to
23 do so -- Like I said, there's no tricks or surprises
24 here. This is your loan file from Vanderbilt. I'm
25 going to be just taking you through the thing where it

14

1 led up to you buying the home. I'm just trying to get
2 the background here. Okay?

3

4 All right. I'm showing you Exhibit
5 Number 2. And Exhibit Number 2 is a residential
6 loan application. I don't think that you have
7 seen this because you did not sign it, but it
8 appears to have been a -- something that was done
9 over the telephone in March of 2003. Do you
10 remember, in the process of applying for a loan to
11 buy a mobile home, do you remember a telephone
12 conversation where you would have been asked about
13 your job and where you were working and that sort
14 of thing?

14

A No.

15

16 Q Well, let's just go over Exhibit Number 2
17 because this was in your file. It appears that you are
18 applying for a loan, for a \$73,000 loan. And it says
19 that in March of 2003 you were 21 years of age. It
20 gives your home phone number. Is that a correct number
21 on the first page?

21

A Where is it?

22

23 Q Where it says borrower and it shows a phone
24 number. Right under your name where it says Ashton
25 Bull there's a phone number right there. Was that your
phone number?

1 A I don't recall that ever being my phone
2 number.

3 Q Sir?

4 A I don't recall that being my phone number.

5 Q Come on down below that. It says you were
6 working for Roger Body Shop; is that correct?

7 A Yeah, I remember that.

8 Q Okay. And go over to the second page, it
9 says at that time back in '03 -- now that's been almost
10 12 years ago.

11 A Yeah.

12 Q I don't know how much of this you remember,
13 but at that time they said you were making \$2500 a
14 month. Does that seem right to you?

15 A Yeah, it should be.

16 Q And it says you were paying \$350 rent. Were
17 you paying rent to your mama?

18 A Yeah.

19 Q Does this information appear to be accurate
20 to you?

21 A Some of it.

22 Q Is there something in here you see wrong?

23 A From what I can remember.

24 Q Okay. It talks about what debts you had back
25 in '03. It looks like -- I don't know what any of

16

1 these things are but it says taxes and insurance you're
2 paying \$88. Are you on the same page with me, on page
3 2?

4 A Page 2.

5 Q Right here, sir. It talks about a Harts
6 C-O-M-M & Security. Do any of those ring a bell to
7 you? Do you remember owing some money that you were
8 paying monthly back eleven years ago?

9 A I don't remember but I may have.

10 Q No reason to think this isn't accurate. You
11 remember applying for a loan; is that correct?

12 A Yes.

13 Q Do you remember going to look about this same
14 time at a mobile home at Park Avenue Home in Florence?

15 A Yeah.

16 Q Okay.

17 (Deposition Exhibit Number 3 was marked
18 for identification.)

19 BY MR. von KELLER:

20 Q This is sort of a purchase order where you
21 were looking at a new Champion mobile home. Is that
22 your -- Is that your signature down on the right-hand
23 side, Mr. Bull?

24 A I can't -- no.

25 Q Do you believe that is your signature?

1 A No.

2 Q You don't think that's your signature?

3 A I mean if I see the -- I can't tell from
4 this.

5 Q Do you remember going --

6 A It don't look like my signature though.

7 Q Okay. Do you remember talking to the people
8 at Park Avenue Homes about buying a mobile home?

9 A Yes.

10 Q Does this look like the purchase order that
11 you would have entered into to get the mobile home?

12 A No.

13 Q Why not?

14 A Because they sent me the wrong mobile home.

15 Q That's not what I asked you, Mr. Bull. I was
16 talking about the mobile home that you looked at that
17 you were in the process of buying. It was a four
18 bedroom, 2003 white mobile home, 76 X 40. This
19 Champion mobile home, was that a mobile home that was
20 on the lot?

21 A No, because I didn't order my mobile home off
22 the lot. I made a blueprint. I started from a
23 blueprint.

24 Q Okay. So you -- you identified for them the
25 kind of mobile home you wanted?

18

1 A Yes.

2 Q And then did they write-up the order of what
3 you were to get?

4 A Obviously not. They sent me the wrong house.

5 Q Let's focus on the question and not try to
6 anticipate what I'm going to ask you next.

7 A But I'm just answering your question.

8 Q Well, no, sir, you answered another question
9 because I didn't ask you that question.

10 A Okay. Go ahead.

11 Q Let me just get it straight. You're going to
12 get to tell me everything you want to tell me, but I
13 want you to tell it to me in the order that I am asking
14 you. When you went to Park Avenue Homes --

15 A Go ahead, I hear you.

16 Q -- do you remember the salesman that you met
17 with?

18 A Not really. I can't really remember who I --
19 Let me see. No, not really.

20 Q Okay. But you told him the kind of home you
21 wanted?

22 A Yeah.

23 Q And y'all wrote up the kind of home that you
24 were going to get and what sort of things you wanted in
25 that home, correct?

1 A Yeah, yeah.

2 Q But it wasn't a home on the lot; is that
3 correct?

4 A That's correct.

5 Q They were going to order this home for you;
6 is that correct?

7 A That's correct.

8 Q All right.

9 (Deposition Exhibit Number 4 was marked
10 for identification.)

11 BY MR. von KELLER:

12 Q Now this was in your file, Mr. Bull, and it
13 was where they were getting information from you about
14 your earnings and everything. Let's look at this.
15 This is a five-page group of documents in which they're
16 giving your salary, they've got a little receipt from
17 your employer and an earning statement from your
18 employer and a W-2. All of this is showing that at
19 this time back in 2003 you were working at Roger's Body
20 Shop, right?

21 A Uh-huh.

22 Q And you were making in 2002, the year before,
23 you had made \$34,000, correct?

24 A Yeah.

25 Q So that all looks accurate to you?

20

1 A Somewhat, yeah.

2 Q Well, now you keep -- When I ask you about
3 something, you say somewhat. I mean is there something
4 that's not accurate about it?

5 A I mean I really -- I don't know because it
6 was -- Basically it was me and my mother, we went in
7 there and they got together and I gave her the
8 authority to handle the business.

9 Q Were you present during -- when it was going
10 on?

11 A Yeah, but she -- they just, you know, they
12 talked to her.

13 Q They mostly talked to your mother?

14 A Yeah.

15 Q But you were present and listened in?

16 A Yes.

17 Q Did you understand the deal that was being
18 done here?

19 A Yeah.

20 Q I mean you knew you were applying for a loan
21 to buy a mobile home?

22 A Yeah.

23 Q Okay. Do you remember going to a law firm --
24 I think this law firm is called Schurlcoat & Rivers
25 (sic) --

1 A Schurlknight & Rivers.

2 Q -- Schurlknight & Rivers and closing this
3 loan to get this mobile home?

4 A Yeah.

5 Q Was your mother with you then too?

6 A Yeah, that's who they talked with.

7 Q Now --

8 A It was -- All the documents they went over
9 with her.

10 Q Okay. All right. Did you -- you were
11 present when they were going over these with your
12 mother?

13 A Yeah.

14 Q Did you personally understand what was going
15 on?

16 A Yeah.

17 Q You can read, correct, sir?

18 A Yes, sir.

19 Q You don't have any trouble understanding
20 these documents, do you, sir?

21 A Somewhat. I got a ninth grade education.

22 Q Right. But if you had any questions, would
23 you have relied on your mother to answer your questions
24 for you?

25 A Yeah.

22

1 Q So let's look at Exhibit Number 5. This is
2 the -- in your pleadings you've already admitted that
3 this is your note, that is your signature on this note,
4 correct?

5 A No. Let me see.

6 Q We're looking at the same document, sir.
7 This is just my copy.

8 A No.

9 Q Are you saying that's not your signature?

10 A No, because it's -- I can't really tell.

11 Q Well, let me ask you this, Mr. Bull. You
12 were in a closing with a lawyer who was doing this
13 closing. Are you telling me the lawyer didn't get your
14 signature on this note?

15 A I mean he might have got my signature but I
16 don't think it was this piece of paper.

17 Q What are you saying then? You know this is a
18 photocopy?

19 A That's what I'm saying. If I'm see the
20 original copy, I can tell you yes, no, that's my
21 signature but I can't look at a photocopy and tell you
22 yeah or no.

23 Q You have already in your answer your attorney
24 filed admitted to signing the note, so we don't really
25 need to go over to that. You remember signing a note

1 by which you promised to pay CIT for the mobile home
2 you were buying, correct?

3 A I may have.

4 Q You were in a closing and you were buying a
5 mobile home, right?

6 A Right.

7 Q And you were borrowing the money to do that?

8 A Yeah.

9 Q So you understood that you were signing a
10 note where you promised to pay them back?

11 A Yes. But what I don't -- what I'm trying to
12 figure out is, is this the document that I actually
13 signed or, you know, is this another document somebody
14 made. I don't know. If I see the original copy with
15 ink then I can tell you yeah or no, this is my
16 document.

17 Q When you look at that, does that appear to be
18 your signature?

19 A It appears to be photocopied.

20 Q Does this to be a photocopy of your
21 signature, Mr. Bull?

22 A No.

23 Q Let's go back --

24 A It could be, but I can't -- I'm not sure.

25 Q Let me say this to you, Mr. Bull. I mean you

24

1 have the right to testify to whatever you want, but
2 we're going to be here a long time if we're going to
3 have to go over stuff like you recognizing your
4 signature on a photocopy that you've already admitted
5 in the pleadings and which a lawyer conducted a
6 closing. So I mean if you want to say that, you can.
7 But that seems to be wasting a lot of our time here.
8 So what I'm asking you is, you understood you signed a
9 note to allow you to purchase this mobile home?

10 A I understood I signed a paper to purchase a
11 mobile home. I'm not sure it was these papers.

12 Q Okay.

13 (Deposition Exhibit Numbers 5 and 6 were
14 marked for identification.)

15 BY MR. von KELLER:

16 Q Let me show you Exhibit Number 6, which is
17 part of the documents that came out of the closing. Do
18 you recall signing this document, a rider to promissory
19 note?

20 A Once again it's a photocopy, I can't be sure.

21 Q Does that appear to be your signature to you?

22 A Well, shouldn't there be other names on here
23 besides mine?

24 Q No, sir. There's only a place for the
25 borrower to sign. So do you -- does that appear to be

1 your signature, Mr. Bull?

2 A I can't really answer that question because
3 I'm not sure.

4 Q You don't recognize your signature?

5 A I don't remember me writing that.

6 Q That wasn't what I asked you, sir. I asked
7 you do you recognize that as being your signature?

8 A It's a possibility.

9 MR. VON KELLER: Let's take a little
10 break. Can I talk to you outside, Marcus?

11 (A break was taken during which
12 Deposition Exhibit Number 7 was marked
13 for identification.)

14 BY MR. VON KELLER:

15 Q That's Number 7. Now, Mr. Bull, there's a
16 bunch of these documents that were signed at closing.
17 The second document is a federal disclosure statement.
18 Do you recall signing a large number of documents at
19 the lawyer's office when you were closing on this loan?
20 Sir, do you remember signing?

21 A I signed some papers, yes.

22 Q Does that appear to be -- On Exhibit Number
23 7, does that appear to be a photocopy of your
24 signature?

25 A I'm not sure.

26

1 Q Does it look --

2 A It's close, but it could not be.

3 Q All right. This document is a document

4 required by federal law that -- It reads up here:

5 Security. I am giving you a security interest in real

6 estate including a manufactured home, if any, located

7 at 1108 Farm House Lane, Darlington. Did you

8 understand that to secure the note that you were

9 signing to CIT that you were giving them a mortgage on

10 the land and a security interest in the mobile home

11 that you were buying?

12 A Yeah.

13 (Deposition Exhibit Number 8 was marked

14 for identification.)

15 BY MR. VON KELLER:

16 Q I'll show you Exhibit Number 8. I realize

17 that's a photocopy, but does that appear to be a

18 photocopy of your signature?

19 A I'm not sure.

20 Q Does it look like it's your signature?

21 A No.

22 Q Look at Number 7 and Number 8. I'm not a

23 handwriting expert, but they look like the same to me.

24 Do you believe that that Exhibit -- You said you

25 believed Exhibit Number 7 was your signature.

1 A All these signatures are different. See
2 right there where the "s" is at, that one got a loop at
3 the "s", that one don't have a loop at the "s", and
4 this one got a mark at the "s". So I'm not sure. They
5 are all three different.

6 Q When you were in the closing, did you -- did
7 you look at the documents that the lawyer was asking
8 you to sign?

9 A Yeah.

10 Q Did you have --

11 A I'm not saying I didn't sign any documents,
12 I'm saying I'm not sure is these the documents I
13 signed --

14 Q I see.

15 A -- because they're photocopies.

16 (Deposition Exhibit Number 9 was marked
17 for identification.)

18 BY MR. VON KELLER:

19 Q I will ask you if you recognize Exhibit
20 Number 9. This is where you signed -- in your file it
21 reflects that you were going along with the decision of
22 Mr. Rivers to close this loan. And there's a list of
23 lawyers behind it. Does that appear to be your
24 signature on Exhibit Number 9?

25 A No.

28

1 Q You don't think that's your signature in both
2 places?

3 A No.

4 Q Do you recall signing a document that said
5 that Mr. Rivers was going to be closing this loan?

6 A I may have.

7 Q Do you believe that you signed the document
8 like Exhibit Number 9?

9 A I don't think so.

10 Q But you will agree that Mr. Rivers closed the
11 loan, correct?

12 A Yeah.

13 Q Okay.

14 A Closed a loan.

15 Q Well, closed the loan that you have with CIT
16 for the purchase of a mobile home, correct?

17 A Uh --

18 Q Sir?

19 A Yeah.

20 (Deposition Exhibit Number 9 was marked
21 for identification.)

22 BY MR. VON KELLER:

23 Q This is a compliance -- consumer compliance
24 certificate that shows that you were -- that certain --
25 required by environmental protection, that it had

1 certain insulation and all. Does that appear to be
2 your signature?

3 A Huh-uh.

4 Q Sir?

5 A No.

6 Q You don't think that's your signature?

7 A No, because my house -- I mean, my house --
8 no.

9 Q Your house what? You started to say
10 something.

11 A Because the house that I'm living in is not
12 the house that y'all have on this contract.

13 Q Okay.

14 A That's why we're here today.

15 Q Let's do this. I want to get to that because
16 you're right about that. That is the --

17 A I agree that I signed contracts for a mobile
18 home.

19 Q Right.

20 A But it was not the mobile home I stay in so
21 none of these papers are no good.

22 Q Okay. Let's look through these and then I'm
23 going to get -- That's really what the case is about,
24 and I want to find out what you have to say about that,
25 but let me just get through these papers and just

30

1 establish -- because this might --

2 (Deposition Exhibit Number 11 was marked

3 for identification.)

4 BY MR. VON KELLER:

5 Q Look at Exhibit Number 11 and tell me if you
6 recognize -- Is that a photocopy of your signature?

7 A That ain't even my signature.

8 Q Okay. Some of these things you look at and
9 you say --

10 A Some are different and some not.

11 Q But your testimony is you did not sign
12 Exhibit Number 11?

13 A Not to my recollection.

14 Q Now you see that this Exhibit Number 11 is
15 notarized by a Marie Walden Henry. You see that name
16 at the bottom?

17 A Yeah.

18 Q And you understand that a notary is swearing
19 under the law that that's your signature. Is it your
20 testimony that this woman's notary seal there is false?

21 A It could be.

22 Q Do you believe it to be false?

23 A It could be, because I mean Schurlknight -- I
24 mean they went through a lot. They had a lot of
25 problems. So I can't say this couldn't be fraud too,

1 you know. One of them shot himself.

2 Q But your testimony under oath today is you're
3 saying that Exhibit Number 11 is not your signature?

4 A No, I don't believe that to be my signature.
5 If I had an original document, then I would know, but,
6 you know --

7 (Deposition Exhibit Number 12 was marked
8 for identification.)

9 BY MR. VON KELLER:

10 Q Now we went over the residential loan
11 application that was conducted by phone.

12 A Who were they speaking to?

13 Q We talked about that. The document suggested
14 that they spoke to you. And we went over the
15 information and apparently you believe the information
16 was correct. Let me ask you to look on the last page
17 of Exhibit Number 12 and tell me if that is -- do you
18 believe that to be your signature?

19 A It's close but I still don't know if it's my
20 signature. No, it don't even look -- I mean they all
21 are different.

22 Q Do you remember talking to a Dana Herring on
23 the telephone about your -- about your income?

24 A Well, this paper right here states that we
25 didn't have a phone conversation. It says right here

32

1 we had a face-to-face interview.

2 Q Right, but do you recall --

3 A No.

4 Q Okay. All right. We've already looked at
5 the -- we've looked at the note. Let me show you the
6 mortgage.

7 (Deposition Exhibit Number 13 was marked
8 for identification.)

9 BY MR. VON KELLER:

10 Q I will ask you to look at the signature on
11 the first page of that. Do you -- do you believe that
12 that is your signature on the mortgage of this matter?

13 A No.

14 Q And you see that it is notarized in two
15 different places. Do you recall that -- Now you recall
16 giving a mortgage to secure the loan in this matter,
17 don't you?

18 A To secure a loan but I don't think it was
19 this loan.

20 Q Now why do you say this loan?

21 A Because it's the wrong house.

22 Q But the loan that -- The loan is giving you
23 the money to buy a mobile home?

24 A Buy a mobile home.

25 Q I understand that you contend that you didn't

1 get the mobile home --

2 A I remember getting a loan to purchase a
3 mobile home.

4 Q And you agree giving a mortgage to secure
5 that loan, correct?

6 A I can't -- I don't remember.

7 Q Now you've admitted in the complaint that you
8 gave a mortgage to secure this loan. Are you changing
9 that sworn testimony now?

10 A What do you mean gave a mortgage?

11 Q Do you know what a mortgage is, Mr. Bull?

12 A Talking about like a payment?

13 Q A mortgage is a lien on land that if you --
14 to secure a loan. If I give you a loan and I want some
15 security for it, you give me a mortgage. A mortgage is
16 a lien on the land which -- you remember your mother
17 deeded you land?

18 A Uh-huh.

19 Q You recall that?

20 A Yeah.

21 Q All right. And do you recall giving a
22 mortgage on that land which is a security interest to
23 secure the mobile home loan you were getting in this
24 case?

25 A No.

34

1 Q Did you know that you were giving a mortgage
2 over the land that you owned?

3 A No.

4 Q When you signed this, or when -- do you
5 remember seeing this document at the closing?

6 A No.

7 Q Do you remember discussing this with your
8 mother at the closing?

9 A No, not about land I don't. Not unless they
10 just didn't go over it or something.

11 Q What did you say, sir?

12 A I said maybe they didn't go over it.

13 Q Okay. Is it your testimony that --

14 A It's my testimony that I gave my mother
15 permission to handle all the documents and I just
16 signed it. So they discussed everything with her. And
17 I guess if she looked at it and she thought it was
18 right, she told me to sign it.

19 Q Let's do this. Let's get through --

20 A So I don't know.

21 Q It looks like I have my -- I probably should
22 have started with the deposition of your mother first.
23 I thought since your name is on all this, I should have
24 gone with you. So let's get through you quickly and
25 then I'll take your mother's deposition and maybe I can

1 find out some more. Let me just go ahead and get these
2 documents in the record. But your testimony is that,
3 and I'm not -- I'm going to paraphrase it; you tell me
4 if I'm paraphrasing it accurately. By and large, your
5 mother handled the closing and papers were handed to
6 you and you signed them; is that right?

7 A That's right.

8 Q And you relied on your mother to make sure
9 what the papers were; is that --

10 A Right.

11 (Deposition Exhibit Number 14 was marked
12 for identification.)

13 BY MR. VON KELLER:

14 Q Okay. So look at Number 14. Does that
15 appear to be a photocopy of your signature?

16 A No.

17 MS. BULL: What is 14?

18 MR. VON KELLER: It's the rider to the
19 mortgage.

20 THE DEPONENT: I can't tell if these are
21 my signatures or not.

22 (Deposition Exhibit Number 15 was marked
23 for identification.)

24 BY MR. VON KELLER:

25 Q All right. Lawyers are required to produce a

36

1 settlement statement. This is a settlement statement
2 that shows the transaction that occurred. Do you
3 recall -- is that -- Do you believe that that is your
4 signature on this settlement statement?

5 A No.

6 Q You don't believe that's your signature?

7 A No, it's got an "s" in it.

8 Q Sir?

9 A That looks like an "s" to me. See that right
10 there?

11 Q Uh-huh.

12 A That looks --

13 Q Well, the Ashton and the C are running
14 together, but you don't believe that's your signature?

15 A I'm not positive.

16 Q Okay, so let's -- let's kind of go back and
17 talk about this one. The documents that we've just
18 gone over reflect that on July 14th you sat in a
19 closing with Mr. Rivers and signed a bunch of papers
20 and your mother was looking over the papers. You agree
21 that you were in a closing in July 2003 where you were
22 buying this mobile home, correct?

23 A Buying a mobile home.

24 Q Buying a mobile home. All right. So when
25 you leave the attorney's office on July 14, when did

1 you receive -- when was the mobile home delivered to
2 you?

3 A When it was delivered, I was out of town
4 working.

5 Q Okay.

6 A And when I got back home it was -- they had
7 done delivered a home.

8 Q And it was set up.

9 A And it was set up. And I asked -- I noticed
10 some things were wrong that the blueprint said was
11 different.

12 Q Okay. Now tell me what -- You said some
13 things were wrong. You had the blueprint of how the
14 mobile home was supposed to look.

15 A Was supposed to look.

16 Q Okay. So what was different?

17 A For one, it was supposed to have ceiling duct
18 work. For two, it was supposed to have I think two
19 bathrooms; it's got three. I might be backwards.

20 Q It didn't have the right number of bathrooms?

21 A It didn't have --

22 Q The home you're living in now, does it have
23 two or three bathrooms?

24 A The one I live in now have three. The one on
25 the contract that -- these questions you're asking me

38

1 about have two.

2 Q So the mobile home -- The blueprint that you
3 agreed to that you were going to buy, it was supposed
4 to have two bathrooms, but what you got was three; is
5 that right?

6 A That's right.

7 Q And you said something about the ceiling duct
8 work. What were you saying about that?

9 A I think either the duct work or something
10 like that was supposed to be different.

11 Q How different?

12 A I think it was supposed to have the duct work
13 in the roof. And the duct work is under the floor.
14 Like this right here --

15 Q So the -- It was supposed to have duct work
16 like the room we're in now in the ceiling. Where was
17 the duct work in your home you're living in now?

18 A In the floor.

19 Q So one change was duct work in the floor.
20 The other change was supposed to have two bathrooms,
21 has three. What else was different than what you had
22 expected?

23 A I mean I can't -- Carpet.

24 Q What about the carpet?

25 A It wasn't -- it wasn't -- At the time I

1 didn't know the carpet wasn't the same color that I
2 picked. I think the carpet was supposed to be, what,
3 maroon.

4 Q What was it?

5 A Brown, tan.

6 Q Sir?

7 A Tan, brown, brownish, beige-ish looking.

8 Q What's the difference in maroon and beige? I
9 don't know the difference between those colors. Was it
10 lighter or darker than it was supposed to be?

11 A It was lighter.

12 Q It was lighter?

13 A Yeah.

14 Q Now when you -- when you ordered this home,
15 did you look at a sample or something?

16 A Yeah.

17 Q Do you have anything in writing in your
18 records at home that lay out what you ordered?

19 A I don't know. Do we have a blueprint? I
20 don't think so. I may --

21 MS. BULL: Do you want me to answer
22 that?

23 MR. VON KELLER: Yes, ma'am.

24 MS. BULL: We had like a printout for
25 how things supposed to be. And there was

40

1 things that they didn't do like they was
2 supposed to do.

3 MR. VON KELLER: Do you have writings,
4 something to show --

5 MS. BULL: I can look and see if I got
6 all my documents.

7 MR. VON KELLER: I've served you with a
8 request for production. I haven't been given
9 anything like that.

10 MS. BULL: The bottom line is, the
11 whole -- when we went to closing they
12 explained it to him, but I was in the closing
13 with him and so --

14 MR. VON KELLER: Well, let me do this.

15 MS. BULL: You'll come out better
16 talking to me.

17 MR. VON KELLER: What I want -- we'll
18 come back and ask you about documents.

19 BY MR. VON KELLER:

20 Q But let me ask you, Mr. Bull, when you went
21 to purchase this home at the sales lot, do you remember
22 whether or not you had something in writing that laid
23 out what you were supposed to get?

24 A Yeah.

25 Q What was it?

1 A It was a blueprint. I mean like when you go
2 to see a mobile home they give you a sheet and it shows
3 you the bathroom and the kitchen.

4 Q Sure.

5 A I looked at a mobile home on the lot and got
6 a floor plan of the size. Then I went back and I
7 changed -- I put a bathroom here; I put different
8 carpet here; I put vents in the ceiling; you know,
9 sliding -- the porch was supposed to have a sliding
10 door on it. And it didn't have it on there.

11 Q All right. Did you --

12 A I was under the impression it was supposed to
13 be brick and they gave me vinyl siding underpinning.

14 Q Did you -- this blueprint, were you provided
15 a copy of that?

16 A I'd have to look through my documents.

17 Q Do you believe you were?

18 A Most likely I was.

19 Q You have documents at home that go back to
20 the purchase of this?

21 A Well, I have to look because most of them I
22 brought here.

23 Q Have you given them to your attorney?

24 A I don't know if I gave him that one.

25 MS. BULL: They didn't never give us --

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1 MR. WOODSON: Hold on.

2 THE DEPONENT: I don't remember -- I

3 don't think I gave him that document.

4 BY MR. VON KELLER:

5 Q You have that at home?

6 A I'm not sure.

7 Q Well, I need you -- While you're testifying
8 today under oath, will you go home and by Monday look
9 through your documents and find out what you have and
10 deliver them to your attorney?

11 A Sure.

12 Q Will you -- While I'm getting your testimony,
13 will you swear to me that you'll have those to your
14 lawyer by Monday?

15 A If I have them.

16 Q Whatever you have.

17 A Whatever I have, yeah.

18 Q So we've laid out some other things that are
19 different. You said a sliding door. You were supposed
20 to have a sliding door?

21 A Well, it was -- no, it was supposed to have
22 been a screen door.

23 Q Okay.

24 A A sliding screen door. Might as well say a
25 sliding door.

1 Q Okay. A sliding screen door. But you did
2 not receive a sliding screen door?

3 A No.

4 Q What did you get, just a door that opens?

5 A No, it didn't have a door on it.

6 Q No door at all. What did the sliding screen
7 door go to?

8 A It's like a porch like this room right here.
9 Got A door here and a door here and you step off to my
10 porch. And then the porch go out to the main entrance.

11 Q Right. Sort of like an entryway?

12 A Yeah.

13 Q So where was it -- that's the door that goes
14 into the house.

15 A That's the living room; that's the kitchen.

16 Q Okay.

17 A And this right here is the porch.

18 Q Okay. So where was the sliding glass --
19 sliding screen door?

20 A It was supposed to be dead ahead in the
21 front.

22 Q Going outdoors.

23 A Going outdoors.

24 Q And it isn't a sliding door. What is it? Is
25 it just --

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1 A An opening. I mean like a porch, you know,
2 like the poles, the rails and --

3 Q So it's not enclosed?

4 A No.

5 Q It was supposed to be enclosed?

6 A Yeah.

7 Q Okay. All right. You said it was supposed
8 to have brick underpinning?

9 A Yes.

10 Q But it had vinyl?

11 A Vinyl.

12 Q Is there anything else that wasn't what you
13 had ordered?

14 A Yeah.

15 Q What?

16 A The mobile home.

17 Q What I want to know is how did the mobile
18 home that was delivered differ from the mobile home you
19 ordered.

20 A I just told you.

21 Q Right. You've given me five things. I want
22 to know if there's anything else.

23 A I can't remember.

24 MR. VON KELLER: I'll get to you in just
25 a minute.

1 THE DEPONENT: I can't remember.

2 BY MR. VON KELLER:

3 Q All right. You told me about --

4 A From what I remember, that's the most of it.

5 Q So you told me that the ceiling -- it was
6 supposed to have ceiling duct work and what you got was
7 duct work in the floor?

8 A Yeah.

9 Q Number two, you were supposed to have two
10 bathrooms and you got three.

11 A Yeah.

12 Q Number three, you were supposed to have
13 maroon carpet but you got lighter carpet. Now is that
14 carpet all over the house or just in one area?

15 A It was over the house.

16 Q The whole house?

17 A I mean certain rooms.

18 Q What rooms?

19 A Like bedrooms and I think it was the living
20 room and maybe the master bedroom.

21 Q So the master bedroom and the living room was
22 where the carpet was not right; is that correct?

23 A No, the carpet wasn't right nowhere in the
24 house. It was the wrong color.

25 Q So here's what I'm trying to do and you're

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1 not doing a very good job of helping me understand
2 this. Where -- In what rooms was the carpet the wrong
3 color?

4 A In the master bedroom, the other three
5 bedrooms, the living room.

6 Q Anything else?

7 A I think that's it.

8 Q Okay.

9 A Everywhere they put carpet in the house --

10 Q I don't know where the carpet is. You have
11 to tell me.

12 MS. BULL: Den.

13 BY MR. VON KELLER:

14 Q The master bedroom, the three bedrooms, and
15 the living room?

16 A Yeah, the den.

17 Q And the den. Is that the only place in the
18 house where there's carpet?

19 A Yeah.

20 Q So wherever carpet went, they put the wrong
21 color carpet?

22 A Basically they just took and put a lot of --
23 you know, the stuff that I picked, they picked what
24 they wanted to pick out, a lower grade. You get what
25 I'm saying?

1 Q So it wasn't that it was a lighter color,
2 you're saying it was a lesser grade?

3 A I guess that's what they did because it
4 wasn't what I ordered. I mean you know ...

5 Q Do you believe it to be a lesser grade than
6 what you ordered?

7 A Yeah, I mean ...

8 Q What makes you say that? What makes you say
9 that it's a lesser grade?

10 A Because what I ordered was supposed to be
11 stain resistant. What I got, it wasn't.

12 Q How do you know?

13 A Because I got three kids, you know. And like
14 the wall sockets, all the wall sockets done popped out
15 of the wall.

16 Q Slow down. I want to talk to you about not
17 problems with the house eleven years later. I want to
18 find out what you didn't get that you were supposed to
19 get. So you were supposed to get an enclosed porch
20 area. And what you got was an open porch with no
21 sliding door. Do I understand you correctly?

22 A Yeah.

23 Q And you were supposed to get brick
24 underpinning and you got vinyl. Can you think of
25 anything else that when they delivered the home was

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1 different than what you had ordered?

2 A Well, I didn't know at the time but as the
3 years passed, I figured out I didn't have the right
4 serial number and it was the wrong house.

5 Q I understand that, but I'm asking like --
6 when you -- when you got there and they delivered the
7 house and you started walking around --

8 A The bottom line is really if it wasn't the
9 right house, then everything was wrong. You know what
10 I mean?

11 Q Well, you ordered a house --

12 A I ordered a house.

13 Q You did not go in --

14 A The right --

15 Q Let me finish speaking. We speak one at a
16 time. You told me that you went in to -- you looked at
17 a sample on the lot and then you sat down and you
18 ordered a house. You were not expecting a specific
19 identifiable home that was on the lot.

20 A Yeah.

21 Q They were going to bring you a mobile home --

22 A That's right.

23 Q -- that comported with your --

24 A That's right.

25 Q -- with your order. So when they delivered

1 the home to you, the home that they delivered to you
2 had features that were different than what you ordered,
3 correct?

4 A Right.

5 Q And that's what I need to know.

6 A Right.

7 Q So the serial number is irrelevant because it
8 wasn't like you went into this home over here and they
9 were going to bring you that home. They were going to
10 bring you a home that had certain things, correct?

11 A Correct.

12 Q So the serial number means nothing to us.

13 A That's how you identify the mobile home.
14 That's the birthdate, everything.

15 Q But the question is whether or not you got
16 the home that you ordered.

17 A Yeah. That's the question.

18 Q Right. And you told me these five things
19 that were different. Is there anything else that was
20 different than what you ordered?

21 A Not that I can think of.

22 Q Okay. So when you find out that it's
23 different what do you do?

24 A I called -- If I'm not mistaken I called --
25 what -- The place we got the mobile home from I think

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1 had done closed. Or I mean it wasn't open at the time;
2 it was holidays. So I think my mother contacted the
3 lawyer and it got quiet.

4 Q Did you -- Do you have any -- I've asked your
5 lawyer to give me the writing. Do you have anything in
6 writing where you told them you didn't get the home
7 that you wanted?

8 A No. I think most of that was basically phone
9 conversations.

10 Q Do you believe that you had -- who did you
11 have phone conversations with?

12 A My mother.

13 Q Who did your mother have phone conversations
14 with?

15 A I couldn't tell you.

16 Q Would she have had these phone
17 conversations -- Do you know the date that you
18 bought -- You closed on July 14. Do you remember how
19 much after that they delivered the home?

20 A No, because I was out of town.

21 Q Was it a week or a month or a couple of days?

22 A I can't remember.

23 Q Was it shortly after the closing?

24 A I can't remember.

25 Q Can you not tell me if it was shortly after

1 or not?

2 A No. I mean -- No.

3 Q Okay. But at some point your mother is the
4 one that has phone conversations. Do you know who she
5 had them with?

6 A No.

7 Q When did you start making payments on this?

8 A Let's see.

9 MR. WOODSON: Can we take a break?

10 (A brief break was taken during which
11 Deposition Exhibit 16 was marked for
12 identification.)

13 BY MR. VON KELLER:

14 Q Let me show you Exhibit Number 16. Do you
15 recall getting this letter telling you when your first
16 payment was due? It says first payment is due
17 August 15, 2003. Do you recall getting this letter?

18 A No, because -- what, they mailed this?

19 Q Yes, sir.

20 A If it was mailed then my mother probably
21 would have got it, if this is the letter that she
22 received.

23 Q Did you -- Well, the letter is addressed to
24 you. Is that where you received your mail?

25 A Yeah.

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1 Q Who was responsible for making the payment?

2 A I was.

3 Q Do you recall whether or not you made your
4 payment in August of 2003?

5 A Yeah, most likely, yeah.

6 Q Do you -- If you had complaints about the
7 home wasn't as you had ordered, why did you make your
8 payment?

9 A I mean I had no choice really.

10 Q Did you ever -- Did you ever put anything in
11 writing to the sales lot or to anybody to CIT about
12 the --

13 A I think CIT was -- I think they did -- they
14 was -- I think they did know.

15 Q They did what? I'm not understanding.

16 A I think CIT was aware that it wasn't -- it
17 wasn't what I was supposed to be getting.

18 Q How would they have been aware of that?

19 A My mother called them.

20 Q Okay. So I'll have to ask her about that,
21 right?

22 A Right. Basically after I figured out it
23 wasn't right and they really wasn't going to do nothing
24 with it, I basically was stuck with it. I couldn't put
25 it back on the lot.

1 Q So it was your understanding from speaking to
2 your mother that she complained to CIT that you didn't
3 get what you had ordered?

4 A Yeah.

5 Q And nothing was done about that?

6 A Nothing was done. Well, I think they came
7 out there one time and they was looking for the
8 serial -- They came out there and they said they were
9 looking for the serial number. And when they found the
10 serial number, they never come back.

11 Q Now you know --

12 MS. BULL: They didn't find it.

13 THE DEPONENT: As a matter of fact, they
14 didn't find the serial number. That's right.

15 BY MR. VON KELLER:

16 Q When was that?

17 A That was I would say shortly -- maybe a month
18 or two after I -- a couple of months after I got the
19 house. It could have been longer, I'm not sure.

20 Q Who came out to the house?

21 A CIT representative.

22 Q Okay.

23 A And he tore the underpinning down. He went
24 all around the house. He couldn't find the serial
25 number.

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1 Q Okay.

2 A And come to find out, the serial number was
3 over the stove the whole time behind a plate.

4 Q Who was there when the CIT representative
5 came?

6 A I was here; she was here -- I mean she was
7 there.

8 Q You and your mother?

9 A Uh-huh.

10 Q Did you -- Do you have his card or anything
11 saying who he is?

12 A No, because basically he just came -- He came
13 out there, he had a camera, I guess he was going to
14 take pictures of the numbers and take pictures of the
15 house. After he couldn't find the serial number, he
16 just basically told us he would get back with us
17 and ...

18 Q And you -- you believe this would have been a
19 couple of months after --

20 A Should have been, yeah.

21 Q The document we looked at, Exhibit Number 16,
22 shows your first payment is due in August of 2003. By
23 the time you made that first payment in August, did you
24 have the home?

25 A I don't -- I'm not sure. I should have. I

1 want to say I did but I'm not sure because I was -- I
2 was out of town when the home was delivered.

3 Q Now my records reflect, the records of
4 Vanderbilt, reflect that the last time -- Let me do
5 this. You filed a Chapter 13 bankruptcy in January of
6 2007.

7 A Yeah.

8 Q Tell me what led you to file that bankruptcy.

9 A Work.

10 Q What do you mean work?

11 A Work got slow.

12 Q That would have been before your shooting
13 yourself?

14 A Yeah.

15 Q So you would have had the home for about four
16 years by 2007?

17 A Four years, yeah.

18 Q Did you discuss with your bankruptcy attorney
19 when you were filing your plan about any complaints you
20 had about this being not the home you had ordered?

21 A No, because that was four years later.

22 Q That case was then dismissed about five
23 months later in June of '07?

24 A Yeah.

25 Q Why was it dismissed?

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1 A I think I paid -- I don't know. I can't
2 remember.

3 Q The records of Vanderbilt reflect that the
4 last payment you made on this loan was April of 2012.
5 Do you believe that to be correct?

6 A Yeah, that should be correct.

7 Q Why did you stop paying in April of 2012?

8 A Because I was behind and I was -- I was going
9 to -- I went to SC HELP I think to get help with the
10 home. And basically they told me I had to get some
11 paperwork up. So when I got ready to get the paperwork
12 up, they said they couldn't help me because none of the
13 paperwork was right.

14 Q What did they say was not right about the
15 paperwork?

16 A For one, there ain't no title. You got to
17 have a title.

18 Q Who did you talk to at South Carolina Help?

19 A That would be her. I mean she did all that.
20 Basically I just gave her -- gave them the authority to
21 talk to her about my case, you know.

22 Q I understand. So they said they couldn't
23 help you because of no title?

24 A No title, the paperwork wasn't right.

25 Q When you say the paperwork --

1 A Something about taxes.

2 Q When you say the paperwork is not right, do
3 you know what they were referring to?

4 A Yeah, the house wasn't registered, I think.

5 Q The title thing again?

6 A I think the taxes or something like that.

7 Q You don't know exactly? Your mother would
8 know more about that?

9 A Yeah.

10 Q Okay.

11 A I know when they went to help me, when they
12 started working on it, it wasn't in the system. And
13 they was stating that, I think, I owned the land but
14 there wasn't a mobile home on the land. So it's still
15 not in the computer that there's a house on the land.

16 Q So the taxes of -- Are y'all in Darlington
17 County?

18 A Yeah. And, see, the taxes and all that was
19 supposed to be worked up in the contract. They were
20 supposed to do -- All that was, if I'm not mistaken,
21 was supposed to be worked up when I bought the house.

22 Q Darlington doesn't reflect the mobile home on
23 their tax base?

24 A Never. And see how they put it, CIT put a
25 sticker in the window.

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1 Q What kind of sticker?

2 A I mean, you know, like the sticker -- the
3 mobile home sticker you got to have. They put one of
4 those in the window. And come to find out, it
5 wasn't -- it was just a sticker they come across.

6 Q Sticker what?

7 A It's a sticker I guess they found and they
8 just put it in there so I would think that it was --
9 the taxes was paid on the houses and the house was
10 registered. I guess it's a registration sticker. They
11 gave me a false registration sticker. So I was under
12 the impression that the house was registered and I was
13 paying the taxes on it when the whole time there wasn't
14 no --

15 Q Tell me about -- You're saying you're paying
16 the taxes. Who were you paying the taxes to?

17 A I was paying the land taxes.

18 Q Oh, the taxes on the land?

19 A CIT didn't never take and -- like a land
20 home, they didn't never take and put it together. When
21 you put it together, you're supposed to have one set of
22 taxes.

23 Q That's right.

24 A I was paying home taxes and land taxes.

25 Q You told me a minute ago that Darlington

1 County didn't have --

2 A I know. I just got that wrong, I'm sorry. I
3 was paying land taxes, and I was under the impression I
4 was paying the house taxes. I was paying one group of
5 taxes, but at the same time it was just for the land.

6 Q You never paid personal property taxes on the
7 home; you only paid land taxes?

8 A Right.

9 Q Okay. Have you had any problems with
10 Darlington County?

11 A Yeah, they're waiting on, I reckon, you.

12 Q Have they submitted a bill to you?

13 A Yeah.

14 Q For the taxes?

15 A For the mobile home, yeah.

16 Q When did you get that bill?

17 A I'm not sure.

18 Q I mean this year, last year, when?

19 A I think maybe it was last year or year
20 before.

21 Q Is it for back taxes or just that year?

22 A If I'm not mistaken it's back taxes.

23 Q Do you have a copy of that bill?

24 A Yeah. If I do, I'll bring it.

25 Q Okay.

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1 A That's when I realized I couldn't get help
2 for the house.

3 Q Right.

4 A And they had threatened to cut my lights out
5 because the house ain't registered. And they said they
6 had to have -- somebody had to have a title for the
7 mobile home. And after I couldn't produce the title,
8 then SC HELP -- they said they wouldn't help me. They
9 was about to help me.

10 Q Let me ask you this. Your lawyer has
11 provided me with a -- with two certificates of origin.
12 One is -- I'm going to show you one that's Exhibit
13 Number 18. One is Number 18. That's 18.

14 MR. WOODSON: Did we do 17 already?

15 MR. VON KELLER: Yes, we did.

16 MR. WOODSON: What was 17?

17 MR. VON KELLER: Hold on just a minute.

18 One is 19.

19 THE DEPONENT: I don't think we did 17.

20 MR. VON KELLER: Okay. I've got 17 --

21 I'm sorry. Thank you. I misnumbered them.

22 (Deposition Exhibit Numbers 17-18 were
23 marked for identification.)

24 BY MR. VON KELLER:

25 Q All right. These were given to me by your

1 lawyer. Did you have any assistance in producing
2 these, preparing these, or obtaining these?

3 A Yeah, my mother.

4 Q Okay. So one is -- We're looking at the last
5 numbers. 17, the last numbers are 5296, right? It's a
6 2003 Champion.

7 A Right.

8 Q And 18 is a 2004 Champion, 5602, correct?

9 A Right.

10 Q Now the photographs that we have, which are
11 going to be Exhibit Number 19 --

12 (Deposition Exhibit Number 19 was marked
13 for identification.)

14 BY MR. VON KELLER:

15 Q During the course of this litigation we came
16 out and photocopied -- the actual mobile home is 5602,
17 correct? Look on that second line right there, you'll
18 see that it says the last four numbers, it says
19 5602ABC.

20 A 5602, yeah.

21 Q So the mobile home that you actually ended up
22 with is a newer model than the one you ordered, because
23 you ordered a 2003 and you ended up getting a 2004,
24 correct?

25 A I think that's how it went.

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1 Q All right. Now what is the -- what is the --
2 what is the monthly payment on your loan, do you
3 remember?

4 A If I'm not mistaken, it was about \$1,000 a
5 month.

6 Q Okay. And you told me earlier that you
7 are -- your monthly income now is \$723 total?

8 A Right.

9 Q Now are you -- has your doctor or has anybody
10 told you are you permanently disabled?

11 A Yeah.

12 Q You will not be able to return to work?

13 A No.

14 Q So until you get older and get social
15 security, this 723 is going to be your sole income?

16 A Right.

17 Q Do you desire to stay in the mobile home?

18 A I mean unless somebody is going to give me my
19 money back.

20 Q So when you -- you've been in the mobile home
21 now for eleven years, correct?

22 A Right.

23 Q All right. So whatever differences there
24 were from what you originally ordered to now, have you
25 grown accustomed to whatever that is?

1 A I reckon I have no choice. I mean --

2 Q I mean you ended up with a home that has more
3 bathrooms than you ordered, correct?

4 A Yeah, but everything in the home is cheap. I
5 mean from the carpet to the wall sockets to the doors.
6 I mean I have specific --

7 Q You ended up with a mobile home that's a year
8 younger than what you ordered, correct?

9 A Yeah.

10 Q So just looking at your living expenses, you
11 say you get \$723. Does your mother help you? When you
12 had this gunshot wound, had you already stopped making
13 payments on the mobile home?

14 A No. I think that was in the time -- No, I
15 may have been still making them.

16 Q The last payment made was in April 2012.

17 A Yeah.

18 Q Had you been wounded by that time?

19 A I think so, yeah. I stopped -- yeah, I
20 stopped making them after I got shot because after I
21 got shot I was trying to get help with the mobile home
22 and that's when they told me they couldn't help me
23 because there was no title.

24 Q All right. Gotcha. Before your gunshot
25 wound, did your mother contribute to the mortgage

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1 payment?

2 A Yeah.

3 Q What did she contribute?

4 A I'm not sure. It was a long time.

5 Q So in terms of making the payment, do you and
6 your mother pool your income to make the -- were y'all
7 pooling your income to make the mobile home payment?

8 A I mean we were doing what we got to do. You
9 know, some months we were late; sometimes we catch -- I
10 had a bankruptcy, done caught up a couple of times. I
11 think in all I spent about, what, \$90,000 in the mobile
12 home.

13 Q \$9,000?

14 MS. BULL: Ninety.

15 BY MR. VON KELLER:

16 Q Ninety is what you've paid so far, is that
17 what you're saying?

18 A I paid from 2003 to 2012, I think, about
19 \$1,000 a month. And they's saying the balance of the
20 mobile home is still about \$90,000. I ain't the
21 smartest one, and I ain't got a lot of education, but
22 they should have been some deduction somewhere down the
23 line on that, you reckon.

24 Q Go back and look at Exhibit Number 5 which is
25 the promissory note. The number of payments is 360

1 payments, that's 30 years, correct?

2 A Correct.

3 Q So you signed a 30-year note. And you
4 wouldn't be finished paying until July of '33. So
5 you've got another 20 years of payments to go.

6 A See, by this right here, I wasn't paying
7 nothing but \$710.

8 Q Right. Do you know -- Do you know why your
9 payments have gone up? Have you paid -- Have you put
10 insurance on the mobile home or has Vanderbilt had to
11 put insurance on the mobile home?

12 A Vanderbilt was charging me for insurance on
13 another mobile home. I was paying -- Listen. I was --

14 Q Tell me about that.

15 A I was paying -- I was paying my payment and
16 paying for insurance for supposedly the house that I
17 was living in. In actuality all the insurance payment
18 was on another home in Darlington. So if they're going
19 to do something, they got to deduct all that. My
20 mobile home ain't never had no insurance on it from day
21 one. But I been paying insurance at the same time I'm
22 paying the payment.

23 Q Tell me -- I don't know what you're talking
24 about. The insurance --

25 A What I'm saying is they added insurance I

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1 think into this bill.

2 Q Okay.

3 A And it was, you know, my insurance was
4 supposed to be coming out of the monthly payment. Or
5 it was supposed to be added with the monthly payment.

6 Q That's right. Right.

7 A Okay. It was, okay, but my mobile home has
8 never had insurance on it. They was paying the
9 insurance on the mobile home on whichever -- on the
10 contract, yeah.

11 Q So the insurance was on the --

12 A Another house.

13 Q Okay.

14 A For twelve years, I paid it. Now if I my
15 house would have burned down or anything would have
16 happened, I wouldn't have got no money because I didn't
17 have no insurance on my house, not knowing. And
18 they're charging me for insurance at the same time. So
19 we got to -- I would like to get that back too if I
20 can.

21 Q Okay. You done?

22 A Go ahead.

23 Q You didn't provide insurance, Vanderbilt
24 provided insurance?

25 A CIT I think.

1 Q CIT first and then Vanderbilt. And when they
2 insured it, they identified the home by the wrong
3 serial number. Is that what you're telling me?

4 A Basically I mean if they -- if I'm paying --
5 okay. If I'm paying insurance --

6 Q Yes, sir.

7 A -- on this mobile home and living in this
8 mobile home --

9 Q Yes, sir.

10 A -- if this mobile insurance burn down, who's
11 going to get a check? You understand what I'm saying?

12 Q The documents all say the 5296 mobile home,
13 but the plate is the 5602.

14 A Right.

15 Q So what you're saying is the insurance was on
16 the 5296?

17 A Right. I was getting charged for insurance
18 which I never had known.

19 Q Gotcha. Okay.

20 A Now that ain't right, you know. I used to
21 fall behind and I would catch up. Fall behind, and I
22 would catch up paying house payment and insurance at
23 the same time. So what can we do about that?

24 Q Let's do this, kind of wrap up with you.
25 You're going to look through your paperwork and

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1 anything you can find regarding this loan you're going
2 to give to your attorney by Monday; is that correct?

3 A Right.

4 Q And if you -- if you don't get anything to
5 him by Monday, then you don't have it?

6 A Right.

7 Q And I understand that your mother handled
8 this loan for you but I just want to -- and I
9 understand what you said about you ordered one house
10 and you got another house delivered to you. But I want
11 to talk about generally the deal, the general deal, as
12 you understood it. You were going to buy a mobile
13 home, correct?

14 A Correct.

15 Q And you were going to get a loan to pay for
16 that mobile home, correct?

17 A Correct.

18 Q And you were going to repay the loan,
19 correct?

20 A Correct.

21 Q And you were going to -- You were going to
22 give the lender, the person who loaned you the money,
23 you were going to give them a security interest in that
24 home, meaning they were going to have -- like on your
25 car, they were going to have a lien on the title,

1 right? Just like when buy a car.

2 A That was my understanding but there was no
3 title.

4 Q I understand that.

5 A That's throwing the whole thing into fraud.

6 Q But that was the deal that was intended,
7 correct?

8 A Correct.

9 Q All right. And you were also going to give
10 them a mortgage on the land that your mother had deeded
11 to you where the mobile home sits, correct?

12 MR. WOODSON: Objection to the form. Go
13 ahead and answer it. I just object to the
14 form of the question.

15 BY MR. VON KELLER:

16 Q Is that your understanding of what the deal
17 was going to be?

18 A What was the question again?

19 Q The deal was going to be to secure the loan
20 that you took out to buy this mobile home, you were
21 going to give the lender a mortgage on the acre of land
22 that your mother deeded to you, correct?

23 A I'm not sure.

24 Q All right. And you lived in the home
25 continuously since 2003, correct?

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1 A Yeah.

2 Q Let me see what your mother can tell me about
3 this. Maybe I can clear up --

4 MR. WOODSON: Actually I want to
5 follow-up with one or two.

6 MR. VON KELLER: Okay.

7 EXAMINATION

8 BY MR. WOODSON:

9 Q Have you ever purchased a mobile home prior
10 to purchasing this mobile home, or this transaction?

11 A No.

12 Q And what happened to the mobile home that was
13 in your -- that your mother had before this
14 transaction?

15 A They -- I think they sold it.

16 Q Did you receive credit for it at the closing
17 for the sale?

18 A No.

19 Q Who sold it?

20 A I guess Vanderbilt -- I mean CIT.

21 Q All right. Now you had mentioned something
22 earlier in your testimony I just want to clarify. You
23 had mentioned a wall socket. What is the problems with
24 the wall sockets?

25 A Well, basically they all fell out of house

1 probably like two years after we got it. Wall sockets,
2 all the plumbing went to leaking, the roof leaking.

3 Q You also mentioned no insurance when you were
4 being questioned. Have you ever needed to make an
5 insurance claim?

6 A Yeah. I need to make an insurance claim now.

7 Q For what reason?

8 A The roof leaking, all the wall sockets are
9 hanging out, windows leaking.

10 Q Was there ever any damage to the home?

11 A Talking about like weather-wise?

12 Q That you would have to make an insurance
13 claim for.

14 A Yeah, the roof because what -- When the roof
15 started leaking, it was just a storm. I forgot which
16 storm.

17 Q Have there been any fires?

18 A Yeah, the house done caught on fire but I
19 couldn't get no insurance because it was -- I didn't
20 have none.

21 Q What kind of fire?

22 A It was an electrical fire, a wall socket.
23 All the wall sockets, what the problem is they get hot
24 and they'll start melting. And if you don't catch
25 them, they'll flame up and that's what happened.

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1 Q What kind of damage happened as a result of
2 that?

3 A It resulted in the roof getting scorched
4 black. I had to repaint all the walls.

5 Q And you had to do that on your own?

6 A On my own.

7 Q Did you try to make an insurance claim?

8 A Yeah, but I didn't have no insurance. I
9 really couldn't make a claim to nobody because we had
10 done figured out that they was paying the insurance on
11 the wrong house basically. So there was nobody really
12 there for me to make -- I couldn't go to them because
13 it wasn't going to work because first thing they were
14 going to holler is, it ain't the house. If it would
15 have burned down, the first thing they was going to
16 holler, it ain't the house, we don't owe you nothing,
17 so ...

18 Q About how long ago was the fire?

19 A Probably about four years, three years.
20 Three years, four years, up in there.

21 MR. WOODSON: I don't have any other
22 questions.

23 THE DEPONENT: And the wall still got a
24 hole in it, couldn't afford to fix that.

25 MR. VON KELLER: I want to follow up

1 with what your lawyer asked you.

2 FURTHER EXAMINATION

3 BY MR. VON KELLER:

4 Q Three or four years ago you say you had a
5 fire?

6 A Uh-huh.

7 Q And what did you do in order to try to file
8 an insurance claim? Who did you file this claim with?

9 A Nobody because I was already aware that the
10 house didn't have no insurance on it.

11 Q So you never -- By now Vanderbilt had the
12 loan, correct?

13 A Yeah, and Vanderbilt was supposed to have
14 insurance on it.

15 Q Did you call them to tell them that you had
16 had a fire loss and try to make a claim?

17 A May have. I don't recall.

18 Q Did you complete any paperwork?

19 A I doubt it.

20 Q So you didn't -- You don't have any evidence
21 as we sit here today that you actually tried to make a
22 claim, do you?

23 A I should. I'll have to look at my papers.

24 Q All right. But you don't know whether you
25 filled out any forms from the -- called Vanderbilt and

74

1 asked them to send you the information as to insurance?

2 A I'm not positive.

3 Q Okay. You say your mother traded in the
4 mobile home. Was that part of the deal?

5 A No. To be honest with you, I really don't
6 know what happened to that mobile home. I know it sat
7 in my front yard for maybe, what, two months.

8 MS. BULL: Yeah.

9 THE DEPONENT: And I think if I'm not
10 mistaken, CIT might have came --

11 BY MR. VON KELLER:

12 Q You don't know?

13 A I don't know.

14 MR. VON KELLER: Thank you very much.

15 (The deposition concluded at 12:00 p.m.

16 The deponent waived signing his
17 deposition.)

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CERTIFICATE OF REPORTER

I, Laura Chamblee, Registered Professional Reporter and Notary Public for the State of South Carolina at Large, do hereby certify:

That the foregoing deposition was taken before me on the date and at the time and location stated on page 1 of this transcript; that the deponent was duly sworn to testify to the truth; that the whole truth and nothing but the truth; that the testimony of the deponent and all objections made at the time of the examination were recorded stenographically by me and were thereafter transcribed; that the foregoing deposition as typed is a true, accurate and complete record of the said deposition at the time of the deposition to the best of my ability.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 13th day of January 2015, at Hartsville, Darlington County, South Carolina.

Laura Chamblee

Laura Chamblee,
Registered Professional Reporter
Notary Public
State of South Carolina at Large
My Commission expires:
December 22, 2018

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1 I N D E X

2 PAGE

3 EXAMINATION:

4 BY MR. VON KELLER 3,73

5 BY MR. WOODSON 70

6 Certificate of Reporter 75

7

8 E X H I B I T S

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12 3 Park Avenue Homes order form 16

13 4 Employment and income verification 19

14 5 Promissory note 24

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16 7 Federal Disclosure Statement 25

17 8 Compliance Agreement 26

18 9 Selection of William Rivers for loan closing 27

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STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF DARLINGTON)

CASE NO. ~~2014 CP 14-00034~~

2012-1021

Vanderbilt Mortgage and Finance, Inc.,)

Plaintiffs,)

**PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT**

Ashton C. Bull, Linda Bull, Park Avenue)
Homes, South Carolina Department of)
Motor Vehicles,)

Defendants.)

**TO: MARCUS WOODSON, ESQUIRE, ATTORNEY FOR DEFENDANTS ASHTON
BULL AND LINDA BULL:**

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, Vanderbilt Mortgage and Finance, Inc. (hereinafter "Plaintiff"), through its undersigned attorney will move before the Presiding Judge of the Court of Common Pleas, at the Darlington County Courthouse, Darlington, South Carolina, for summary judgment, pursuant to Rule 56 and for an order of reference pursuant to Rule 53(b), *South Carolina Rules of Civil Procedure*, granting this Plaintiff summary judgment as to its first and second cause of action for the foregoing reasons:

1. That on or about July 14, 2003, for value received, Ashton C. Bull executed and delivered to The CIT Group/Consumer Finance, Inc. a certain promissory note, in writing, according to the terms and conditions set out therein, by which said maker promised to pay to The CIT Group/Consumer Finance, Inc. the sum of \$5,000.00, together with interest thereon at the rate of 9.35% per annum. A copy of the note is attached hereto as EXHIBIT A.
2. That in order to better secure the payment of the said note and debt, in accordance with the terms and conditions thereof, the said Ashton C. Bull executed and delivered on July

FILED
2015 MAR -2 AM 10:35
CLERK OF COURT/R.D.D.
DARLINGTON COUNTY, S.C.

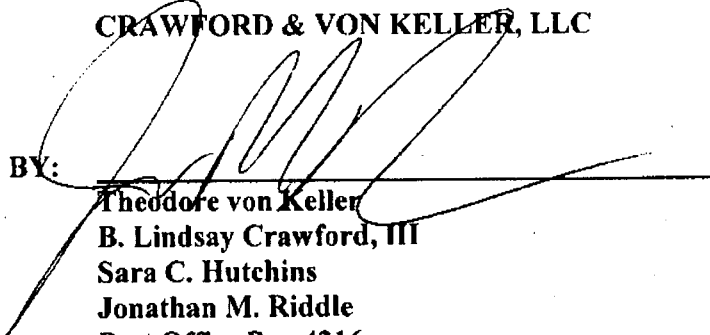
14, 2003 a mortgage of real estate to The CIT Group/Consumer Finance, Inc. A copy of the mortgage is attached hereto as EXHIBIT B.

3. That CIT Group/Consumer Finance, Inc. assigned said mortgage unto Vanderbilt Mortgage and Finance, Inc. by Assignment of Mortgage dated September 9, 2008. By virtue of said assignment, the Plaintiff in this action is the owner and holder of the note and mortgage.
4. That the legal description of the personal property in the aforementioned Note described a 2003 Champion Model Manufactured Home, Serial No. 23-03-79805296ABC.
5. That the home delivered to Defendant's property was a different Champion Model home, with Serial number 23-04-79805602ABC.
6. That despite the fact that Defendant received a different home than the one identified in the Note and Mortgage, it was the intention of both parties that Defendant would grant a security interest in the mobile home and a mortgage lien on the property to Plaintiff, as evidenced by the Note and Mortgage.
7. That there is a debt owed to the Plaintiff, a specific property to which the debt attaches that can be described with reasonable certainty, and an express intent of both parties that the property should serve as security for payment of the debt.
8. That Plaintiff is entitled to an equitable lien on the current mobile home on Defendant's property. *Carolina Attractions, Inc. v. Courtney*, 287 S.C. 140, 145, 337 S.E.2d 140 (1985).

WHEREFORE, based on the foregoing, Plaintiff moves for summary judgment as a matter of law as to its first and second cause of action. Plaintiff seeks a declaration that it is entitled to a first priority lien on the subject property and mobile home. Accordingly, Plaintiff

requests an Order to correct the legal description on the aforementioned mortgage and such other relief as this Court deems just, fit, and proper.

CRAWFORD & VON KELLER, LLC

BY: 

**Theodore von Keller
B. Lindsay Crawford, III
Sara C. Hutchins
Jonathan M. Riddle
Post Office Box 4216
Columbia, South Carolina 29240
ATTORNEYS FOR THE PLAINTIFF**

**Columbia, South Carolina
February 21, 2015**

EXHIBIT A

FILED

2015 MAR -2 AM 10:35

SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

PROMISSORY NOTE

NAMES OF ALL BORROWERS: ASHTON C BULL Mailing Address: 1108 FARMHOUSE LANE DARLINGTON, SC 29540			LENDER: THE CIT GROUP/CONSUMER FINANCE, INC. 5000 FALLS OF NEUSE ROAD SUITE 405-5000 N. PRK. BLD. RALEIGH, NC 27609		
LOAN NUMBER	DATE	YEARLY INTEREST RATE	Date Finance Charge Begins To Accrue	NUMBER OF PAYMENTS	DATE FIRST PAYMENT DUE
	07/14/03	9.350 %	07/14/03	360	08/14/03
AMOUNT OF FIRST PAYMENT		AMOUNT OF OTHER PAYMENTS		DATE FINAL PAYMENT DUE	
\$ 710.42		\$ 710.42		07/14/33	
				PRINCIPAL BALANCE	
				\$ 85,600.00	

This loan is secured by a Mortgage on the real property located at:

1108 FARMHOUSE LANE, DARLINGTON, SC 29540-9531

The words "I," "me," "my," and "us" refer to all Borrowers signing this Note. The words "you" and "your" refer to Lender or Lender's transferee.

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay the Principal Balance shown above to the order of the Lender. I understand that the Lender may transfer this Note.

2. INTEREST

I will pay interest at the Yearly Interest Rate shown above. Interest will be charged on the unpaid principal beginning on the date shown above in the "Date Finance Charge Begins to Accrue" box and will continue until the Principal Balance has been paid in full. For purposes of computing interest, interest will be charged on the assumption that each monthly payment is received on the date it is due.

3. PAYMENTS

I will pay the principal and interest by making payments each month. Each of my monthly payments will be in the amount shown above in the "Amount of Other Payments" box except my first payment will be in the amount shown above in the "Amount of First Payment" box. I will make monthly payments on the same day of each month beginning on the date shown above in the "Date First Payment Due" box. I will make these payments every month until I have paid the Principal Balance of this Note and any other charges, described below, that I may owe under this Note. If on the "Date Final Payment Due" shown above I still owe amounts under this Note, I will pay all those amounts, in full, on that date, which is called the "maturity date." I will make my monthly payments at the address shown above under your name or at a different place if required by you.

4. MY FAILURE TO PAY AS REQUIRED

(A) Late Charge

If a payment is more than 15 days late, I will pay a late charge equal to 3% of the unpaid amount of the payment or \$50, whichever is less.

(B) Check Collection Charge

If I make a payment by check, negotiable order of withdrawal, share draft or other negotiable instrument and that instrument is returned or dishonored for any reason, I will pay you a check collection charge. The amount of the charge will be any amount passed on to you by any financial institution in connection with such instrument not to exceed \$20.

(C) Default

I will be in default if:

- (1) I do not pay the full amount of any monthly payment on time;
- (2) I default under the Mortgage as defined in section 9 which secures this Note or under any other mortgage which I enter into with you;
- (3) I do not pay any of my debts generally as they become due;
- (4) I make an assignment for the benefit of creditors;
- (5) I violate or fail to abide by any term or condition of this Note or any other agreement I have with you;
- (6) I die or become incompetent;
- (7) I have made any statement or representation to you in connection with this loan which is false or incorrect;
- (8) I begin (or if someone else begins against me) a case in bankruptcy, receivership, reorganization, rehabilitation, insolvency or any other matter whether or not similar to them; or if a receiver, sequestrator, liquidator, trustee, guardian, conservator or other judicial representative is appointed for me or any of my property; or
- (9) My property becomes subject to a proceeding in eminent domain or other similar governmental action.

If I am in default you may require me to pay immediately the full unpaid principal balance plus accrued and unpaid interest, and any other charges I owe under this Note.

SEE ATTACHED RIDER TO NOTE
SEE OTHER SIDE FOR ADDITIONAL IMPORTANT TERMS

I hereby acknowledge receipt of a
Ashton C Bull
 ASHTON C BULL (Borrower)
 _____ (Borrower)
 _____ (Borrower)

(D) Payment of Note Holder's Costs and Expenses

If I default and you require me to pay immediately in full as described above, I promise to pay your reasonable attorney's fees not in excess of fifteen percent of the unpaid debt after default if this loan is referred to an attorney, not your employee, for collection, and legally permitted court costs.

5. MY RIGHT TO MAKE PREPAYMENTS

I have the right to make payments of principal before they are due. Any payment made before it is due is known as a "prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

If I make a partial prepayment, there will be no changes in the amounts of my monthly payments unless you agree in writing to those changes. I may make a full or partial prepayment at any time without penalty. You earn any prepaid finance charge at the time the loan is made and no part of it will be refunded if I pay in full ahead of schedule.

6. MY WAIVERS

I waive my rights to require you to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certificate of nonpayment (known as a "protest"). Anyone else (i) who agrees to keep the promises made in this Note, or (ii) who agrees to make payments to you if I fail to keep my promises under this Note, or (iii) who signs this Note to transfer it to someone else (known as "guarantors, sureties and endorser"), also waives these rights. I also waive any rights I may have under any valuation or appraisal laws.

7. CHANGES/DELAY IN ENFORCEMENT

No change or cancellation of this Note shall be effective unless the change or cancellation is in writing and has been signed by you and me. You can delay enforcing, or fail to enforce, any or all of your remedies under this Note without losing those or other remedies or rights.

8. GIVING OF NOTICES

Any notice that must be given to me under this Note will be given by delivering it or by mailing it addressed to me at the Mailing Address above. A notice will be delivered to me at a different address if I give you a notice of my different address.

Any notice that must be given to you under this Note will be given by mailing it to you at the address stated above. A notice will be mailed to you at a different address if I am given a notice of that different address.

9. THIS NOTE COVERED BY A MORTGAGE

A Mortgage of the same date as this Note protects you from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

10. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed plus the charges as described in Section 4(D) above and to keep all of the promises made in this Note. Any guarantor, surety or endorser of the Note (as described in Section 6 above) is also obligated to do these things. You may enforce your rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety or endorser of this Note (as described in Section 6 above) is also obligated to keep all of the promises made in this Note.

11. APPLICATION OF PAYMENTS

Payments will be applied to accrued interest before the unpaid principal balance.

12. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. You may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

13. APPLICABLE LAW

This Note shall be governed by the laws of the State of South Carolina and any applicable federal law. In the event of a conflict between any provision of this Note and any federal or South Carolina State statute, law or regulation in effect as of the date of this Note, the statute, law or regulation shall control to the extent of such conflict and the provision contained in this Note shall be without effect. All other provisions of this Note will remain fully effective and enforceable.

SEE OTHER SIDE FOR ADDITIONAL IMPORTANT TERMS

AB

RIDER TO PROMISSORY NOTE

This Rider is made a part of, as if set forth in full therein, that certain Promissory Note dated July 14, 2003 (the "Note"), of ASHTON C BULL

(the "Borrowers"), in favor of The CIT Group/Consumer Finance, Inc. (the "Lender"). The words "I," "me," "my," and "us" refer to all Borrowers signing the Note. The words "you" and "your" refer to Lender or Lender's transferee.

1. The terms defined in the Note shall have the same meanings when used in this Rider, unless otherwise defined in this Rider.

2. The term "Manufactured Home" when used in this Rider refers to the manufactured home described as follows:

New or Used	Year	Make	Model	Identification Number
NEW	2003	CHAMPION	TS7982003 02302309805296C,	0230309805296A, 0230309805296B

located at

Street Address	City	State	Zip Code	County
1108 FARMHOUSE LANE	DARLINGTON	SC	29540	DARLINGTON

(the "Manufactured Home").

3. In addition to the protections given to you under the Note and under the Mortgage, Deed of Trust or Deed to Secure Debt, I grant you a security interest in the Manufactured Home and all proceeds thereof, including insurance proceeds, and any refunds of unearned insurance premiums on policies financed as part of this transaction.

4. I represent and warrant to you as follows: I shall comply with all state and local laws and regulations regarding the affixation of the Manufactured Home to the real property legally described in the Mortgage, Deed of Trust or Deed to Secure Debt (the "Real Property"). The Manufactured Home shall be, at all times, and for all purposes, permanently affixed to and part of the Real Property. Affixing the Manufactured Home to the Real Property does not violate any zoning laws or other local requirements applicable to manufactured homes. If required by applicable law to perfect your security interest in the Manufactured Home or deemed desirable by you, I agree to cooperate with you to assure that your lien is properly noted on the certificate of title for the Manufactured Home; provided, however, if the Manufactured Home can be classified as real property under local or state law and you desire that it be so classified, I agree to cooperate with you to do whatever is necessary under local or state law to classify the Manufactured Home as real property, including, but not limited to, surrendering the Manufactured Home certificate of title and obtaining the requisite governmental approval and accompanying documentation necessary to classify the Manufactured Home as real property under state and local law. The Manufactured Home has been delivered and installed to my satisfaction and is free from all defects.

I hereby acknowledge receipt of a completed and signed copy of this Rider to Note.
WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


ASHTON C BULL

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

EXHIBIT B

REAL ESTATE MORTGAGE



Schuriknight & Rivers, P.A.
Attn: Marie Henry, Mgr.
Real Estate Division
P.O. Box 6589
Florence, SC 29501

Name and Address of Mortgagor(s):

UNMARRIED

ASHTON C BULL
1108 FARMHOUSE LANE
DARLINGTON, SC 29540

Mortgagee:

THE CIT GROUP/CONSUMER FINANCE, INC.
5000 FALLS OF NEUSE ROAD
SUITE 405-5000 N. PRK. BLD.
RALEIGH, NC 27609

Loan Number

Date

Date Final Payment Due

Principal Balance

07/14/03

07/14/33

\$ 85,600.00

This loan is secured by a Mortgage on the real property located at:

1108 FARMHOUSE LANE DARLINGTON, SC 295409531

The words "I," "me" and "my" refer to all Mortgagors indebted on the Note secured by this Mortgage. The words "you" and "your" refer to Mortgagee and Mortgagee's assignee if this Mortgage is assigned.

MORTGAGE OF REAL ESTATE

To secure payment of (a) a Note I signed today promising to pay you the Principal Balance as shown above together with interest at the rate set forth in the Note secured by this Mortgage, which Note has a maturity date of 07/14/33, and all modifications, renewal and extensions thereof, (b) all amounts advanced by you under this Mortgage to protect the security of this Mortgage, and (c) all future advances made under this Mortgage up to one hundred fifty percent (150%) of the original principal balance of the Note plus interest thereon, court costs and attorney's fees, each of the persons signing this Mortgage mortgages, grants, conveys and confirms to you, your successors and assigns, the real estate described below, and all present and future improvements on the real estate and all easements, rights, appurtenances and rents, which is located in South Carolina, County of DARLINGTON, (the "Premises").

SEE ATTACHED RIDER TO MORTGAGE

SEE ATTACHED LEGAL DESCRIPTION (EXHIBIT 'A')

Together with all improvements now or hereafter erected on the Premises, all easements, rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining to the Premises, and all fixtures now or hereafter part of the Premises, to have and to hold said Premises unto Mortgagee and Mortgagee's successors and assigns, forever.

TERMS AND CONDITIONS:

PAYMENT OF OBLIGATIONS - If I pay my Note according to its terms, this Mortgage will become null and void.

TAXES - LIENS - INSURANCE - MAINTENANCE - I will pay, when they are due and payable, all taxes, security agreements (including mortgages), liens, assessments, obligations, water rates and any other charges against the Premises, whether superior or inferior to the lien of this Mortgage, maintain hazard insurance on the Premises in your favor in a form and amount satisfactory to you and maintain and keep the Premises in good repair at all times during the term of this Mortgage. You may pay any such tax, lien, assessment, obligation, water rates, premium or other charge (including any charge to maintain or repair the Premises) or purchase such insurance in your own name, if I fail to do so. The amount you pay will be due and payable

SEE OTHER SIDE FOR ADDITIONAL IMPORTANT TERMS

Signed this 14th day of July, 2003.

Signed, sealed, and delivered in the presence of:

Ashton C Bull
ASHTON C BULL

(Seal)

(Seal)

(Seal)

Witness

Witness

ACKNOWLEDGEMENT

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF DARLINGTON

Before me, a Notary Public in and for said County and State, personally appeared William J. Rivers, III, who, being duly sworn made oath that (s)he saw the within-named mortgagor(s) sign, seal and as his/her/their act and deed deliver the within-described mortgage, and that (s)he together with Marie Waldrep-Henry witnessed the execution thereof.

SWORN TO before me this 14th day ofJuly, 2003

Marie Waldrep-Henry
Notary Public for South Carolina (Seal)

My Commission Expires: 5-18-04

Doc ID: 888148888884 Type: MTG
Recorded: 07/15/2003 at 03:52:31 PM
Fee Amt: \$10.00 Page 1 of 4
Darlington County, SC
Scott E. Suggs Clerk of Court

BK 1028 PG 4329-4332

Signature of Witness

to you on demand, will bear interest at the interest rate set forth in the Note secured by this Mortgage if permitted by law or, if not, at the highest lawful interest rate, will be an additional lien on the Premises and may be enforced and collected in the same manner as the other obligations secured by this Mortgage. The insurance carrier providing the insurance referred to above will be chosen by me subject to your approval which will not be unreasonably withheld. All insurance policies and renewals must be acceptable to you and must include a standard mortgage clause. You will have the right to hold the policies and renewals. If you require, I will promptly give to you all receipts of paid premiums and renewal notices. In the event of a loss, I will give prompt notice to the insurance carrier and you. You may file a proof of loss if not made promptly by me. Insurance proceeds will be applied to the restoration or repair of the Premises damaged or, at your option, the insurance proceeds will be applied to the sums, secured by this Mortgage, whether or not then due, with any excess paid to me. If I abandon the Premises, or do not answer within ten (10) days, a notice from you that the insurance carrier has offered to settle a claim, then you may collect the insurance proceeds. The ten (10)-day period will begin when the notice is given.

TITLE - The Premises were conveyed to me by a deed which is to be, or has been, recorded before this Mortgage, and I warrant the title to the Premises and will defend title to the Premises against all claims and demands, except as to those matters described below. I further warrant that the lien created by this Mortgage is a valid and enforceable first lien, subordinate only to easements and restrictions of record on the date of this Mortgage, and that during the entire term of the indebtedness secured by this Mortgage, such lien will not become subordinate to anything else.

CONDEMNATION - The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation (the taking of my property for a public use) or other taking of any part of the Premises, or for conveyance in lieu of condemnation, are hereby assigned and will be paid to you and are subject to the lien of and secured by this Mortgage. In the event of a taking of the Premises, the proceeds will be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to me. If the Premises are abandoned by me, or if, after notice by you to me that the condemnor offers to make an award or settle a claim for damages, I fail to respond to you within ten (10) days after the date the notice is given, you are authorized to collect and apply the proceeds, at your option, either to the restoration or repair of the Premises, or to the sums secured by this Mortgage, whether or not then due.

DUE ON SALE OR ALTERATION - Except in those circumstances in which Federal law otherwise provides, I will not, without your consent, sell or transfer the Premises or alter, remove or demolish the buildings on the Premises, allow the Premises to deteriorate or commit waste.

DEFAULT - If I default in paying any part of the indebtedness secured by this Mortgage or if I default in any other way under this Mortgage or under the Note which it secures or on any other mortgage which covers the Premises, the entire unpaid principal balance and accrued and unpaid interest and any other amounts I then owe to you under this loan will become immediately due if you desire, without your advising me. If I am required to pay immediately in full as described above, I promise to pay your reasonable attorney's fees not in excess of fifteen percent of the unpaid debt after default if the loan is referred to an attorney, not your employee, for collection and all other reasonable costs and expenses you actually incur in collecting the loan or foreclosing on this Mortgage, to the extent permitted by law. If any money is left over after you foreclose on this Mortgage and deduct such attorney's fees and all other costs and expenses incurred, it will be paid to the persons legally entitled to it, but if any money is still owing, I agree to pay you the balance.

APPOINTMENT OF RECEIVER AND ASSIGNMENT OF RENTS - I agree that you are entitled to the appointment of a receiver in any action to foreclose on this Mortgage and you may also enter the Premises and take possession of them, rent them if the Premises are not already rented, receive all rents and apply them to the obligations secured by this Mortgage. I assign all rents to you but you agree that I may continue to collect the rents unless I am in default under this Mortgage or the Note.

RIGHTS CUMULATIVE - Your rights under this Mortgage will be separate, distinct and cumulative and none of them will be in exclusion of any other nor will any act of yours be considered as an election to proceed under any one provision of this Mortgage to the exclusion of any other provision.

NOTICES - I agree that any notice and demand may be given to me either in person or by mail.

RELEASE - Upon payment of all sums secured by this Mortgage, you shall release the Premises from the lien of this instrument. I shall pay recording costs to the extent permitted by applicable law.

EXTENSIONS AND MODIFICATIONS - Each of the persons signing this Mortgage agrees that no modification, renewal or extension of time or other variation of any obligation secured by this Mortgage will affect any other obligation under this Mortgage.

APPLICABLE LAW - This Mortgage is made in accordance with, and will be governed by, the laws of the State of South Carolina and applicable Federal law.

RECEIPT OF COPY - Each person signing this Mortgage acknowledges receipt of a completed and signed copy of this Mortgage.

BINDING EFFECT - This Mortgage is binding on and inures to both you and my successors and assigns.

SEE OTHER SIDE FOR ADDITIONAL IMPORTANT TERMS

AB

This instrument was prepared by and upon recording should be returned to:
THE CIT GROUP/CONSUMER FINANCE, INC.
P.O. BOX 630, MARLTON, NJ 08053-3941

1-2214B 07/14/01 16:28 16137BULLASHNTOC

RIDER TO REAL ESTATE MORTGAGE



This Rider is hereby made a part of, as if set forth in full therein, that certain Real Estate Mortgage dated 07/14/03 (the "Mortgage"), made by ASHTON C BULL (the "Mortgagor") in favor of The CIT Group/Consumer Finance, Inc. (the "Mortgagee"). The words "you" and "your" refer to Mortgagee and Mortgagee's assignee if this Mortgage is assigned (transferred to another party).

1. The terms defined in the Mortgage shall have the same meanings when used in this Rider, unless otherwise defined in this Rider.

2. The term "Premises" as used in the Mortgage shall include the manufactured home described as follows:

NEW	2003	CHAMPION	TS7962003	0238309805296A, 0238309805296B
New or Used	Year	Make	Model	Identification Number

located at

1108 FARMHOUSE LANE	DARLINGTON	SC	29540	DARLINGTON
Street Address	City	State	Zip Code	County

(the "Manufactured Home").

3. Each of the persons signing this Mortgage grants you a security interest in the Manufactured Home and all proceeds thereof, including insurance proceeds, and any refunds of unearned insurance premiums on policies financed as part of this transaction. Each of the persons signing this Mortgage also agrees to cooperate with you to assure that your lien is properly noted on the certificate of title for the Manufactured Home, if applicable.

4. The Mortgage shall constitute a financing statement filed as a fixture filing and shall perfect any security interest in the Manufactured Home granted or assigned to you hereunder or pursuant to the Note or any other agreement or assignment whatsoever under the Uniform Commercial Code as adopted in the state in which the Premises so secured by the Mortgage is located, from the date of its recording. Each of the persons signing this Mortgage hereby grants to you and you have and may enforce a security interest in and to the Manufactured Home in addition to the lien hereby imposed upon the same as part of the Premises. Each of the persons signing the Mortgage further authorizes you to execute, on his or her behalf, and file at any time during the term of this Mortgage, a financing statement or statements in those public offices deemed necessary by you, and authorizes you to file duplicates of any financing statements as determined by you.

Signed this 14th day of July, 2003.
Signed, sealed, and delivered in the presence of:

Marie Waldrop-Henry Witness
Marie Waldrop-Henry Witness

Ashton C Bull (Seal)
Ashton C Bull (Seal)
Ashton C Bull (Seal)

ACKNOWLEDGEMENT

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF DARLINGTON

Before me, a Notary Public in and for said County and State, personally appeared William J. Rivers, III, who, being duly sworn made oath that (s)he saw the within-named mortgagor(s) sign, seal and as his/her/their act and deed deliver the within-described mortgage, and that (s)he together with Marie Waldrop-Henry witnessed the execution thereof.

SWORN TO before me this 14th day of July, 2003

Marie Waldrop-Henry
Notary Public for South Carolina (Seal)

My Commission Expires: 5-18-04

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

This instrument was prepared by and upon recording should be returned to:

THE CIT GROUP/CONSUMER FINANCE, INC.
P.O. BOX 630, MARLTON, NJ 08053-3941

07/14/03 18:28 1071789
2-3435A (7/02) South Carolina Rider to Mortgage

EXHIBIT A

PROPERTY DESCRIPTION

CASE NUMBER: 2003 102

All that certain piece, parcel or lot of land situate, lying and being in the Antioch Community of Darlington County, State of South Carolina, and shown to contain 0.66 acres on a plat made by J. E. Tucker, Jr., for Pagonia O. R. Thomas dated May 29, 1996; whereon said lot is shown to be bounded as follows: On the North by property of Roosevelt Perkins Estate for a distance of 196.60 feet; on the East by a 30 foot road or right of way for a distance of 153.46 feet; on the South by property of Pagonia O. R. Thomas for a distance of 181.16 feet and on the West by property now or formerly of Willie J. Hunter for a distance of 150.22 feet. Reference being had to the aforementioned plat which is recorded in Plat Book 165 at Page 283, Darlington County records.

This being that same property conveyed to Ashton C. Bull by deed from Linda Bulls a/k/a Linda Bull dated July 14, 2003 and recorded July ~~15~~, 2003 in Deed Book ~~1028~~ at Page ~~425~~ in the Office of the Clerk of Court for Darlington County.

TMS#118-00-01-044

Address: 1108 Farmhouse Lane, Darlington, SC 29540

Along with that 2003 Champion Model TS7982003 Manufactured Home, Serial No. 0230309805296A/B/C.

Also: The lien of this mortgage shall attach to the Mobile Home/Manufactured Housing Unit currently located on the above described property. Borrower and Lender intend that this Mobile Home/Manufactured Housing Unit lose its nature as personal property and become real property. Borrower declares that the above described Mobile Home/Manufactured Housing Unit will remain permanently affixed to the property and will be treated as real property. Borrower also declares that the wheels, axles and hitches have been removed and that the Mobile Home/Manufactured Housing Unit is connected to utilities. It is expressly agreed that the Lender reserves any interest in the Mobile Home/Manufactured Housing Unit both under the laws relating to Real Property, Motor Vehicles and Personal Property.

1 recall the lawyer giving your son the original of this
2 photocopied promissory note to sign?

3 A The original?

4 Q Yes, ma'am. Do you remember him signing the
5 original of the promissory note?

6 A I think so.

7 Q All right. You were protecting his interest
8 at the time; you would have looked over it, right?
9 Does this appear to be a true and accurate copy of the
10 note that your son signed?

11 A Yeah, I think so.

12 Q Okay. All right. Let's look at Exhibit
13 Number 6. The rider to the promissory note basically
14 says that he's giving a security interest in a mobile
15 home. Do you remember him signing the original of
16 Exhibit Number 6?

17 A I don't think -- I don't think we got no copy
18 of this because I've got copies of what was signed.

19 Q Okay.

20 A But I -- After everything came -- you know,
21 started coming out about the house, that's when I
22 realized that it was -- that it was the wrong house.

23 Q Sure. Let's go back to the closing now.

24 A Uh-huh.

25 Q You understood -- I mean you had already

1 your deals, correct?

2 A I didn't -- The land was not tied up.

3 Q You just told me the land was tied up.

4 A The land was not --

5 Q I'm talking about in his case.

6 A Yeah, okay, in his loan.

7 Q You understood that in his loan he was going
8 to give a mortgage on the land and a security interest
9 in the home, correct?

10 A But it was going to be --

11 Q It was going to be combined?

12 A Right. Yeah, one tax.

13 Q I got that. But you understood that he was
14 giving both forms of security?

15 A Yeah.

16 Q Now we went over a bunch of these documents.
17 And your son says he doesn't recognize whether these
18 are his signatures at all. I will tell you just to a
19 lay person when I lay them all side by side they all
20 look exactly the same to me. But do you --

21 MR. BULL: See the difference in that and
22 the difference in that? That one right there
23 has got a loop around it.

24 MR. VON KELLER: I got that.

25 BY MR. VON KELLER:

1 makes it also clear that the mobile home is going to be
2 a part of the real property. It actually says that in
3 Exhibit 8. But -- Is that not right?

4 A Uh-huh.

5 Q Look at Exhibit 13 and go to the last page.
6 And down at the bottom where it says the word also, do
7 you see that?

8 A Also --

9 Q Borrower and lender intend that this mobile
10 home lose its nature as personal property and become
11 real property. That's what you were talking about,
12 right?

13 A Right, yeah. And that would be considered as
14 one, right?

15 Q That's right. So you understood that --
16 Because of that, you understood that your son was
17 signing a mortgage securing the loan, correct?

18 A Uh-huh.

19 Q Say yes, ma'am, instead of uh-huh.

20 A Yes, yes.

21 Q Was the mortgage signed in front of you at
22 the offices of Mr. Rivers?

23 A No, not in front of me. Like I say, I was in
24 there and, you know, he was sitting beside Mr. Rivers.

25 Q Right.

20

1 A Somewhat, yeah.

2 Q Well, now you keep -- When I ask you about
3 something, you say somewhat. I mean is there something
4 that's not accurate about it?

5 A I mean I really -- I don't know because it
6 was -- Basically it was me and my mother, we went in
7 there and they got together and I gave her the
8 authority to handle the business.

9 Q Were you present during -- when it was going
10 on?

11 A Yeah, but she -- they just, you know, they
12 talked to her.

13 Q They mostly talked to your mother?

14 A Yeah.

15 Q But you were present and listened in?

16 A Yes.

17 Q Did you understand the deal that was being
18 done here?

19 A Yeah.

20 Q I mean you knew you were applying for a loan
21 to buy a mobile home?

22 A Yeah.

23 Q Okay. Do you remember going to a law firm --
24 I think this law firm is called Schurlcoat & Rivers
25 (sic) --

1 by which you promised to pay CIT for the mobile home
2 you were buying, correct?

3 A I may have.

4 Q You were in a closing and you were buying a
5 mobile home, right?

6 A Right.

7 Q And you were borrowing the money to do that?

8 A Yeah.

9 Q So you understood that you were signing a
10 note where you promised to pay them back?

11 A Yes. But what I don't -- what I'm trying to
12 figure out is, is this the document that I actually
13 signed or, you know, is this another document somebody
14 made. I don't know. If I see the original copy with
15 ink then I can tell you yeah or no, this is my
16 document.

17 Q When you look at that, does that appear to be
18 your signature?

19 A It appears to be photocopied.

20 Q Does this to be a photocopy of your
21 signature, Mr. Bull?

22 A No.

23 Q Let's go back --

24 A It could be, but I can't -- I'm not sure.

25 Q Let me say this to you, Mr. Bull. I mean you

24

1 have the right to testify to whatever you want, but
2 we're going to be here a long time if we're going to
3 have to go over stuff like you recognizing your
4 signature on a photocopy that you've already admitted
5 in the pleadings and which a lawyer conducted a
6 closing. So I mean if you want to say that, you can.
7 But that seems to be wasting a lot of our time here.
8 So what I'm asking you is, you understood you signed a
9 note to allow you to purchase this mobile home?

10 A I understood I signed a paper to purchase a
11 mobile home. I'm not sure it was these papers.

12 Q Okay.

13 (Deposition Exhibit Numbers 5 and 6 were
14 marked for identification.)

15 BY MR. von KELLER:

16 Q Let me show you Exhibit Number 6, which is
17 part of the documents that came out of the closing. Do
18 you recall signing this document, a rider to promissory
19 note?

20 A Once again it's a photocopy, I can't be sure.

21 Q Does that appear to be your signature to you?

22 A Well, shouldn't there be other names on here
23 besides mine?

24 Q No, sir. There's only a place for the
25 borrower to sign. So do you -- does that appear to be

32

1 we had a face-to-face interview.

2 Q Right, but do you recall --

3 A No.

4 Q Okay. All right. We've already looked at
5 the -- we've looked at the note. Let me show you the
6 mortgage.

7 (Deposition Exhibit Number 13 was marked
8 for identification.)

9 BY MR. VON KELLER:

10 Q I will ask you to look at the signature on
11 the first page of that. Do you -- do you believe that
12 that is your signature on the mortgage of this matter?

13 A No.

14 Q And you see that it is notarized in two
15 different places. Do you recall that -- Now you recall
16 giving a mortgage to secure the loan in this matter;
17 don't you?

18 A To secure a loan but I don't think it was
19 this loan.

20 Q Now why do you say this loan?

21 A Because it's the wrong house.

22 Q But the loan that -- The loan is giving you
23 the money to buy a mobile home?

24 A Buy a mobile home.

25 Q I understand that you contend that you didn't

36

1 settlement statement. This is a settlement statement
2 that shows the transaction that occurred. Do you
3 recall -- is that -- Do you believe that that is your
4 signature on this settlement statement?

5 A No.

6 Q You don't believe that's your signature?

7 A No, it's got an "s" in it.

8 Q Sir?

9 A That looks like an "s" to me. See that right
10 there?

11 Q Uh-huh.

12 A That looks --

13 Q Well, the Ashton and the C are running
14 together, but you don't believe that's your signature?

15 A I'm not positive.

16 Q Okay, so let's -- let's kind of go back and
17 talk about this one. The documents that we've just
18 gone over reflect that on July 14th you sat in a
19 closing with Mr. Rivers and signed a bunch of papers
20 and your mother was looking over the papers. You agree
21 that you were in a closing in July 2003 where you were
22 buying this mobile home, correct?

23 A Buying a mobile home.

24 Q Buying a mobile home. All right. So when
25 you leave the attorney's office on July 14, when did

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF DARLINGTON)

CASE NO.: 2014-CP-14-00034

Vanderbilt Mortgage and Finance, Inc.,)

Plaintiffs,)

**PLAINTIFF'S MEMORANDUM
OF AUTHORITIES IN SUPPORT
OF ITS MOTION FOR SUMMARY
JUDGMENT**

Ashton C. Bull, Linda Bull, Park Avenue
Homes, South Carolina Department of
Motor Vehicles,)

Defendants.)

**TO: MARCUS WOODSON, ESQUIRE, ATTORNEY FOR DEFENDANTS ASHTON
BULL AND LINDA BULL:**

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, Vanderbilt Mortgage and Finance, Inc. (hereinafter "Plaintiff"), through its undersigned attorney will move before the Presiding Judge of the Court of Common Pleas, at the Darlington County Courthouse, Darlington, South Carolina, for summary judgment, pursuant to Rule 56 and for an order of reference pursuant to Rule 53(b), *South Carolina Rules of Civil Procedure*, granting this Plaintiff summary judgment as to its first and second cause of action for the foregoing reasons:

1. That on or about July 14, 2003, for value received, Ashton C. Bull executed and delivered to The CIT Group/Consumer Finance, Inc. a certain promissory note, in writing, according to the terms and conditions set out therein, by which said maker promised to pay to The CIT Group/Consumer Finance, Inc. the sum of \$85,000.00, together with interest thereon at the rate of 9.35% per annum. A copy of the note is attached hereto as EXHIBIT A.
2. That in order to better secure the payment of the said note and debt, in accordance with the terms and conditions thereof, the said Ashton C. Bull executed and delivered on July 14, 2003 a mortgage of real estate to The CIT Group/Consumer Finance, Inc. (deposition

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CLERK OF COURT/SS.D.
DARLINGTON COUNTY S.C.

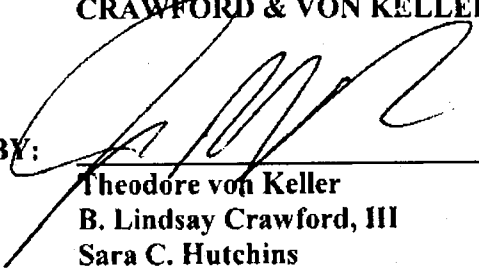
of Ashton Bull, p. 20, 23-24, 32,36); (deposition of Linda Bull, p. 27, 31). A copy of the mortgage is attached hereto as EXHIBIT B.

3. That CIT Group/Consumer Finance, Inc. assigned said mortgage unto Vanderbilt Mortgage and Finance, Inc. by Assignment of Mortgage dated September 9, 2008. By virtue of said assignment, the Plaintiff in this action is the owner and holder of the note and mortgage.
4. That the legal description of the personal property in the aforementioned Note described a 2003 Champion Model Manufactured Home, Serial No. 23-03-79805296ABC.
5. That the home delivered to Defendant's property was a different Champion Model home, with Serial number 23-04-79805602ABC.
6. That despite the fact that Defendant received a different home than the one identified in the Note and Mortgage, it was the intention of both parties that Defendant would grant a security interest in the mobile home and a mortgage lien on the property to Plaintiff, as evidenced by the Note and Mortgage. (deposition of Ashton Bull, p. 68-70);(deposition of Linda Bull, p. 29, 31
7. That there is a debt owed to the Plaintiff, a specific property to which the debt attaches that can be described with reasonable certainty, and an express intent of both parties that the property should serve as security for payment of the debt.
8. That Plaintiff is entitled to an equitable lien on the current mobile home on Defendant's property. *Carolina Attractions, Inc. v. Courtney*, 287 S.C. 140, 145, 337 S.E.2d 140 (1985).

WHEREFORE, based on the foregoing, Plaintiff moves for summary judgment as a matter of law as to its first and second cause of action. Plaintiff seeks a declaration that it is entitled to a first priority lien on the subject property and mobile home. Accordingly, Plaintiff

requests an Order to correct the legal description on the aforementioned mortgage and such other relief as this Court deems just, fit, and proper.

CRAWFORD & VON KELLER, LLC

BY: 

Theodore von Keller
B. Lindsay Crawford, III
Sara C. Hutchins
Jonathan M. Riddle
Post Office Box 4216
Columbia, South Carolina 29240
ATTORNEYS FOR THE PLAINTIFF

Columbia, South Carolina
February 26, 2015

STATE OF SOUTH CAROLINA)

COUNTY OF DARLINGTON)

Vanderbilt Mortgage and Finance, Inc.,)

Plaintiffs,)

Ashton C. Bull, Linda Bull, Park Avenue)
Homes, South Carolina Department of)
Motor Vehicles,)

Defendants.)

IN THE COURT OF COMMON PLEAS

CASE NO.: ~~2014-CP-14-00034~~

2012-CP-16-1021

NOTICE OF HEARING

SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

2015 MAR 19 AM 11:38

FILED

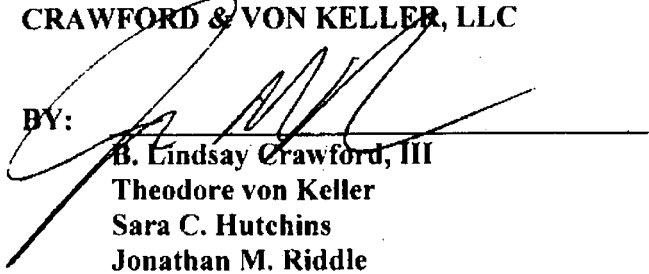
TO: MARCUS WOODSON, ESQUIRE, ATTORNEY FOR DEFENDANTS ASHTON
BULL AND LINDA BULL:

YOU WILL PLEASE take notice that a hearing on Plaintiff's Motion for Summary

Judgment will be held on April 2, 2015, at 1:00 p.m. at the office of the Special Referee, Martin

S. Driggers, Sr., 323 W. Home Ave., Hartsville, South Carolina.

CRAWFORD & VON KELLER, LLC

BY: 

B. Lindsay Crawford, III

Theodore von Keller

Sara C. Hutchins

Jonathan M. Riddle

Post Office Box 4216

Columbia, South Carolina 29240

Telephone: (803) 790-2626

Attorneys for Plaintiff

Columbia, South Carolina

March 17, 2015

STATE OF SOUTH CAROLINA)
COUNTY OF DARLINGTON)

IN THE COURT OF COMMON PLEAS
FOURTH JUDICIAL CIRCUIT
2012-CP-16-1021

Vanderbilt Mortgage and Finance)
Inc.,)

PLAINTIFF,)

Vs.)

Ashton C. Bull, Linda Bull, Park)
Avenue Homes, South Carolina)
Department of Motor Vehicles,)

DEFENDANTS.)

**NOTICE OF MOTION TO ALTER, AMEND
AND RECONSIDER JUDGMENT**

FILED
2015 JUN -8 AM 11:24
SCOTT B. SUGGS
CLERK OF COURT/R.D.D.
DARLINGTON COUNTY, S.C.

TO: THEODORE VON KELLER, ATTORNEY FOR THE PLAINTIFF

YOU WILL PLEASE TAKE NOTICE that the Defendants, Ashton C. Bull and Linda Bull, will move before the Honorable Martin S. Driggers, Special Referee for Darlington County, Fourth Judicial Circuit, at the Darlington County Court located at 1 Public Square, Darlington, South Carolina, for an Order pursuant to Rules 52, 59 and 60 of the South Carolina rules of Civil Procedure altering, amending, reconsidering, clarifying, modifying or granting relief from the Court's Order dated May 6, and filed May 11, 2015, the particulars being:

1. The Order grants a mortgage on a mobile home that does not have a Certificate of Title in violation of South Carolina Code Section 56-19-210. Upon information and belief, the Order is void under the law.
2. The Defendants request that the Special Referee reconsider findings of fact numbers 11, 12, 13, 14, 15 and 16.
3. The Defendants request that the Special Referee reconsider the conclusion of law that the Plaintiff has an equitable lien.

TRUE CERTIFIED COPY.

Scott B. Suggs
CLERK OF COURT/RMC
DARLINGTON COUNTY, SC

4. The Defendants request that the Special Referee reconsider the conclusion of law that the equitable lien relates back to the time of its creation.

5. The Defendants request that the Special Referee reconsider granting Summary Judgment in favor of the Plaintiff.

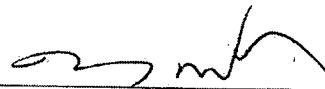
6. The Defendants object to a ruling by the Special Referee prior to the trial on their Counterclaims.

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CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.
LED

Pursuant to Rule 11(a) of the South Carolina Rules of Civil Procedure, Defendant's counsel in this matter certifies that consultation with opposing counsel concerning this motion would serve no useful purpose or could not be timely held.

This motion is further based upon the pleadings herein, applicable South Carolina statutory and case law, federal statutes, the motion and orders, and testimony as may be attached hereto or presented at the hearing on this motion.

Respectfully submitted,



Marcus Woodson
Attorney for Defendants Bull
Post Office Box 1657
Marion, SC 29571
(843)423-1977 telephone

Marion, South Carolina

June 8, 2015



STATE OF SOUTH CAROLINA
In the Circuit Court
Fourth Judicial Circuit
County of Marion

APPEAL FROM DARLINGTON COUNTY
Court of Common Pleas, Darlington

The Honorable Martin S. Driggers, Sr., Special Referee

Case Number: 2012-CP-16-1021

Vanderbilt Mortgage and Finance, Inc., ... Respondent

Vs.

Ashton C. Bull, Linda Bull, Park Avenue Homes, South Carolina Department of Motor
Vehicles Appellants.

NOTICE OF APPEAL

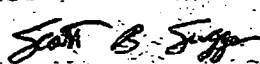
Ashton C. Bull and Linda Bull appeal the judgment of the Honorable Martin S. Driggers, Sr. dated August 20, 2015 and filed August 26, 2015. Appellant received notice of entry of the written judgment by e-mail on September 2, 2015.

Dated at Marion, South Carolina this 23rd day of September 2015.

By:


Marcus Woodson
Post Office Box 1657
Marion, SC 29571
(843)423-1977 telephone

Other Counsel of Record:
Theodore von Keller
Crawford & von Keller, LLC
Post Office Box 4216
Columbia, SC 29204

TRUE CERTIFIED COPY

CLERK OF COURT/RMC
DARLINGTON COUNTY, SC

2015 SEP 23 AM 11:01
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

FILED

STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM DARLINGTON COUNTY
Court of Common Pleas

The Honorable Martin S. Driggers, Special Referee

Appellate Case No.: 2015-002194
Case No.: 2012-CP-16-1021

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SC Court of Appeals

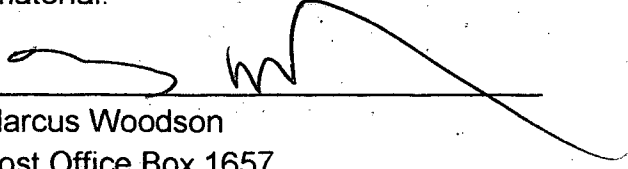
Vanderbilt Mortgage and Finance, Inc.....Respondent,

Vs.

Ashton C. Bull, Linda Bull, Park Avenue Homes and South Carolina Department
of Motor Vehicles,.....Respondents.

CERTIFICATE OF COUNSEL

Pursuant to Rule 210(g) of the South Carolina Appellate Court Rules, Counsel for the Appellants certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.



Marcus Woodson
Post Office Box 1657
Marion, SC 29571
(843)423-1977 telephone
Attorney for the Appellants

November 7, 2016
