6

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BERKELY COUNTY
Court of Common Pleas

Dale Van Slambrook, Master In Equity

RECEIVED
FEB 20 2018
SC Court of Appeals

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

PrimeLending, A
PlainsCapital Company,
Respondent

Respondent,

v.

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

Appellant.

RECORD ON APPEAL

Ms. Erica Greer Lybrand, Esquire
PO Box 100200
Columbia SC 29202
803-771-7900

Ms. Nikole Deanna Haltiwanger, Esquire
PO Box 11267
Columbia SC 29211-3200
803-727-1200

Attorneys for the Respondent

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

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Order of October 13, 2016

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

Order of October 18, 2016

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

Complaint

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

Testimony of Raymond Crawford

Transcript from Garber Reporting Services: Page 89 line 1 thru 17

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

Writ in the Nature of Request
Discovery and Disclosure

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

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

Date of Discovery and Disclosure: 01-29-2016

Mailing Date: 02-01-2016

Exhibit: 001

To the Attention of: Diana Tarzia,
PrimeLending, A PlainsCapital Company
17330 Preston Road, Suite 160B
Dallas, TX 75252
United States Republic, North America

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

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

Examinations and **Witnessing** of the Requested **Documents;** and the delivery and presentment of the same shall be orderly arranged, satisfied and concluded within Twenty (20) Days of the Receipt of this '**Notice of Discovery and Disclosure**'.

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

1. Diana Tarzia doing business as PrimeLending A PlainsCapital Company , through its Representatives or Assigns, is hereby '**Requested**' to Disclose and to produce the '**Original Promissory Note**' being lawful, legible and verifiable proof of evidence (*exposing the front and the back*) and marked with the Account Number, 2196000680, with the clear signatures of the Lender(s) and all the evidence associated with the **Original Loan,** indicating the exchange of **Substance** or **Specie** alleged to have been issued from your Diana Tarzia doing business as PrimeLending, A PlainsCapital Company and given to the Borrower Ronnell Demar Walker.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any failure or avoidance on the part of the Representatives / Assigns / Claimants to effectuate the forwarding of complete answers to this Request, and a failure of the Representatives or Assigns to '**Respond**' to this lawful '**Writ in the Nature of Request, Discovery and Disclosure**'; and the failure of any of them to responsibly and to fully answer all 12 of the clearly – specified, Loan – related Requests herein listed, will be considered an affirmation of fact and evidence that Diana Tarzia doing business as PrimeLending A PlainsCapital Company and its Representative(s) or Assigns have no valid claim; have no lawful '**Interests**' in the Estate or property; and that the claimants have no lawful debt '**Claims**' or

'**Title(s)** of Ownership' in the alleged property, estate, or **Loan** matter at hand; nor do the claimants have standing in the said controversy.

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

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

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

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

Sincerely Yours,

I Am: _____
Name: Natural Person. In Propria Persona. Sui Juris. Sui Heredes.
Authorized Representative: All Rights Reserved.

Witness: _____
Name: Natural Person. In Propria Persona. Sui Juris. Sui Heredes.
Authorized Representative: All Rights Reserved.

Witness: _____
Name: Natural Person. In Propria Persona. Sui Juris. Sui Heredes.
Authorized Representative: All Rights Reserved.

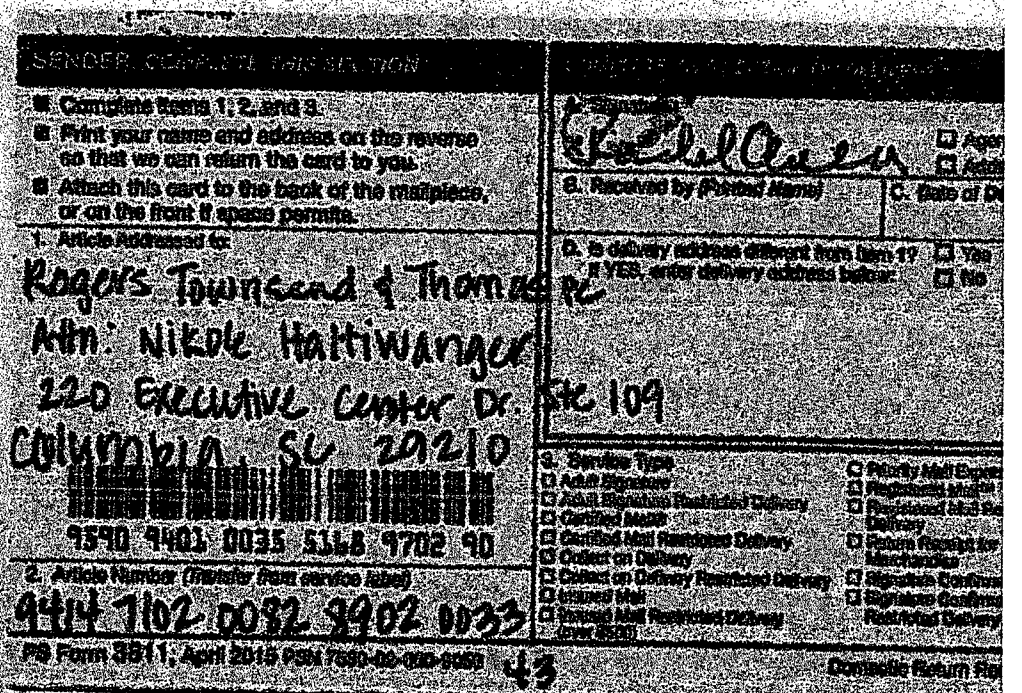
Seal

State of South Carolina County of Dorchester

I certify this to be a complete, exact, and true copy of the original document.

Certified this 29th day of JAN, 2021

SHARON L MULDREW, Notary Public
My Commission Expires March 9, 2021



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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

9590 9402 0035 5168 9702 90

2. Article Number (Transfer from service label)

9414 7102 0032 9902 0033 43

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

COMPLETE THIS SECTION ON DELIVERY

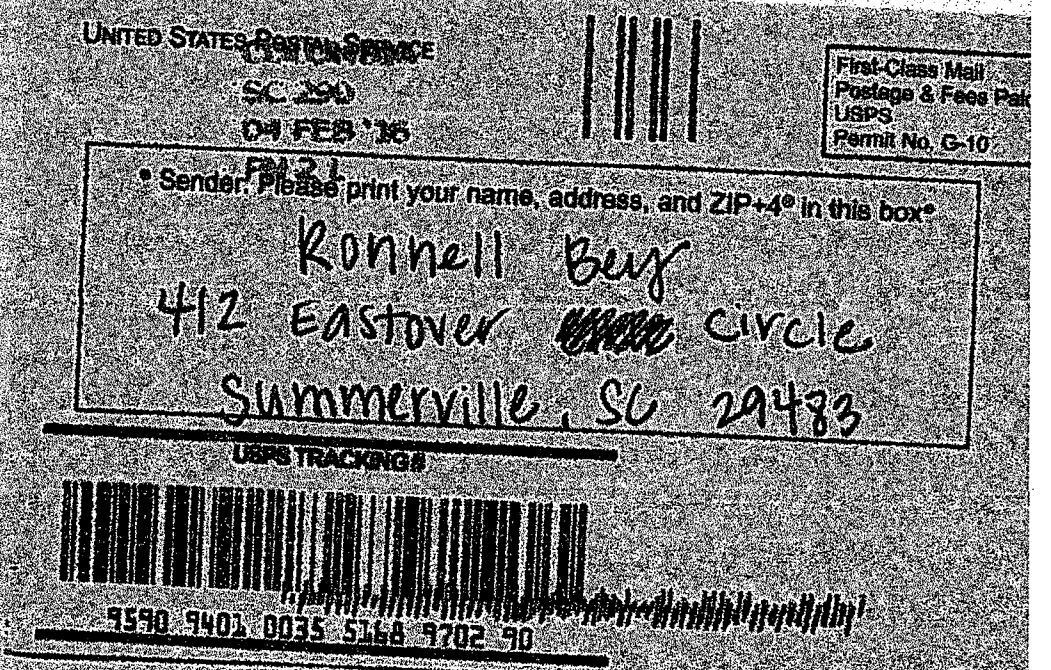
A. Signature
Ronnell Berg — Agent

B. Received by (Printed Name) — C. Date of Delivery

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

3. Service Type
Adult Signature
Adult Signature Restricted Delivery
Certified Mail
Certified Mail Restricted Delivery
Collect on Delivery
Collect on Delivery Restricted Delivery
Insured Mail
Insured Mail Restricted Delivery (over $500)
Priority Mail Express
Registered Mail
Registered Mail Restricted Delivery
Return Receipt for Merchandise
Signature Confirmation
Signature Confirmation Restricted Delivery

Domestic Return Receipt



UNITED STATES POSTAL SERVICE
SC 290
04 FEB '16
FM 21

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

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

Ronnell Berg
412 Eastover Circle
Summerville, SC 29483

USPS TRACKING #

9590 9402 0035 5168 9702 90

Moorish Americans

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

Affidavit of Fact

Notice of Default

Date 03-08-2016

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

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

Mailing Date: 03-09-2016

Exhibit: 003

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

United States Republic Postmaster Article No:9414710200828902003343

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

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

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

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

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

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

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

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

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

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

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

Thank You,

Ronnell Demar Bey

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

Exhibit 1: Copy of the Writ of Discovery and Disclosure
Exhibit 2: Copy of United States Republic Postmaster Return Receipt to Rogers Townsend & Thomas PC representing Attorney for Diana Tarzia doing business as PrimeLending a PlainsCapital Company

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

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

March 08 2016

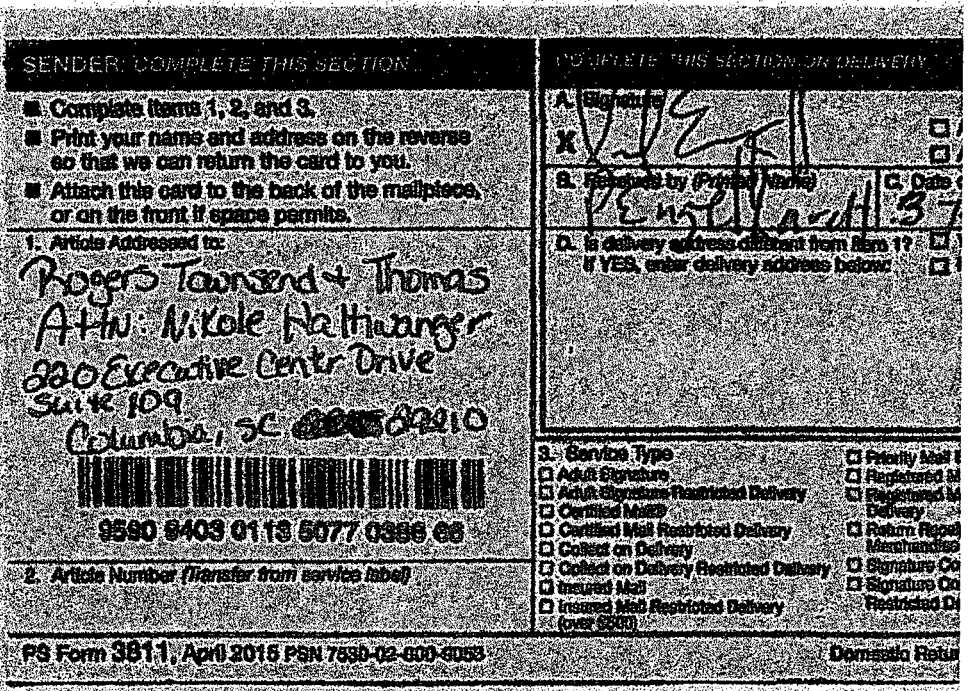
Scribed and affirmed before me, Krystal Dawn Marrero, Notary Public,

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

Commission Expiration: 05/01/2016

Krystal Dawn Marrero

KRYSTAL DAWN MARRERO NOTARY PUBLIC SOUTH CAROLINA



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Rogers Townsend + Thomas
Attn: Nikole Hallbranger
220 Executive Center Drive
Suite 109
Columbia, SC [illegible]2910

9590 9403 0113 5077 0396 66

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

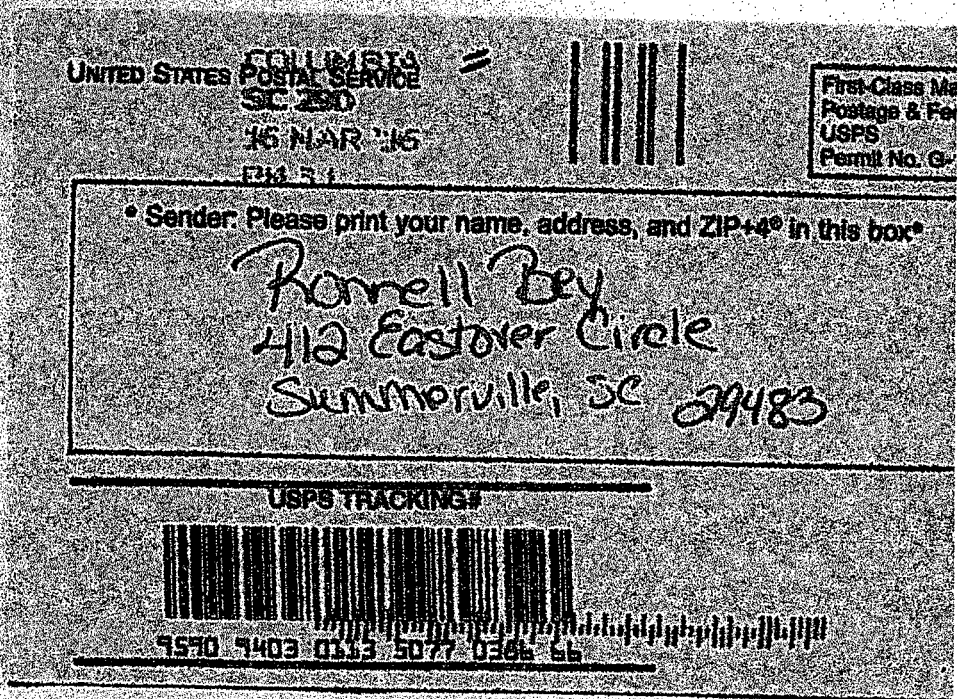
C. Date

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

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail
- ☐ Registered
- ☐ Registered Delivery
- ☐ Return Receipt Merchandise
- ☐ Signature Co
- ☐ Signature Co Restricted D

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



UNITED STATES POSTAL SERVICE
COLUMBIA
SC 290
16 MAR '16

First-Class Ma
Postage & Fe
USPS
Permit No. G-

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

Ronnell Bey
412 Eastover Circle
Summerville, SC 29483

USPS TRACKING#

9590 9403 0113 5077 0396 66

Affidavit of Fact
Follow up to Dicovery and Disclosure

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

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

Mailing Date: 04-018-2016

Exhibit: [redacted]
2

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

CASE NUMBER:15-CP-00965

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

Per the United States Republic Postmaster the request was received by Rogers Townsend & Thomas PC who are the representing Attorney for Diana Tarzia doing business as PrimeLending a PlainsCapital Company on 2-4-216 Deadline for receipt of documentation was 2-24-2016.

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

Exhibit 1: Copy of Writ In The Nature of Discovery
Exhibit 2: Copy of United States Republic Postmaster Return Receipt to Rogers Townsend & Thomas PC representing Attorney for Diana Tarzia doing business as PrimeLending a PlainsCapital Company

Sincerely Yours,

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

Witness: [illegible]
Name: Natural Person, In Propria Persona, Sui Juris, Sui Heredes, Authorized Representative, All Rights Reserved.

Witness: [illegible]
Name: Natural Person, In Propria Persona, Sui Juris, Sui Heredes, Authorized Representative, All Rights Reserved.

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

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

Commission Expiration: 07/01/2024

Signature: [signature]

BRETT DORMINY
Seal
NOTARY
PUBLIC
STATE OF SOUTH CAROLINA

Ex 1 1 of 2

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)
)
)
PrimeLending, A PlainsCompany,)
)
)
Plaintiff,)
vs)
)
Ronnell Demar Walker a/k/a Ronnell D. Walker; South Pointe Homeowners Association;)
)
)
Defendants.)

IN THE COURT OF COMMON PLEAS

CASE NO. 2015-CP-08-00965

CERTIFICATE OF SERVICE

Exibit:00

BRETT DORMINY NOTARY PUBLIC STATE OF SOUTH CAROLINA

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

I Brett Dorminy, notary of South Carolina, Dorchester County have witnessed the above signature on 4-18-16
My commission expires 7-1-2024

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

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

Sincerely Yours,

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

Witness: Erin Dorminy
Name: Natural Person, In Propria Persona, Sui Juris, Sui Heredes,
Authorized Representative; All Rights Reserved.

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

Mail Receipt:

THIS IS NOT A SHIPPING LABEL. PLEASE SAVE FOR YOUR RECORDS

TRANSACTION DATE:
Tues 19 Apr 2016

EXPECTED DELIVERY DATE:
N/A

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

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

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

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

TRACKING & REFERENCE
Shipment ID: MMU4G8J95DAK8
Order/Item #: - -
Ref#: - -
Cert Mail #: 70150640000764663586

DESCRIPTION:
- -

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

COMPLETE ONLINE TRACKING: Enter this address in your web browser to track SHIPMENT
QUESTIONS? Contact UPS (see left) or enter shipment ID at http://theupsstore.com and select TRACKING. SHIPPED THROUGH above.

TIFIED MA

0007 6466

Dear Home
990 Courthe
North Chas

ShipmentID: MMU4G8J95DAK8

The UPS Store

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

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

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

EC 1301

STATE OF SOUTH CAROLINA)
COUNTY OF BERKLEY BERKELEY)
PRIME LENDING A PLAINSCAPITAL COMPANY)
Plaintiff,)
vs.)
RONNELL DEMAR BEY EX REL WAKER RONNELL)
Defendant.)

IN THE COURT OF COMMON PLEAS
9TH JUDICIAL CIRCUIT

CASE NO.: 15 -CP- 08 - 00965

MOTION AND ORDER INFORMATION FORM AND COVERSHEET

Plaintiff's Attorney:	Defendant's Attorney:
JOHN J HEARN, Bar No. 6635	N/A, Bar No
Address: 220 EXECUTIVE DRIVE STE 109 COLUMBIA SC	Address:
Phone: Fax	Phone: Fax
E-mail: Other:	E-mail: Other:

☒ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: COMPEL DISCOVERY
Estimated Time Needed: Court Reporter Needed: ☒ YES/☐ NO

SECTION II: Motion/Order Type

☒ Written motion attached
☒ Form Motion/Order
I hereby move for relief or action by the court as set forth in the attached proposed order.

Ronnell Demar Bey
Signature of Attorney for ☐ Plaintiff/☒ Defendant

5-16
Date submitted, 2016

SECTION III: Motion Fee

☐ PAID – AMOUNT: $ 25.00
☐ EXEMPT: (check reason)
☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter:
☒ Other: COMPEL DISCOVERY UNDER RULE 37 FRCP

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.
☐ Other:

JUDGE CODE
Date: , 20

CLERK'S VERIFICATION

Collected by: TOM
Date Filed: , 20

☐ MOTION FEE COLLECTED: $ 25-00
☐ CONTESTED – AMOUNT DUE: $

SCCA 233 (11/2003)

-14-

Received
5-16-16 TOM

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

Primelending A PlainsCapital Company Plaintiff	)	Case No.15-CP-08-00965
Vs.	)	
	)	**REQUEST FOR PRODUCTION**
Ronnell Demar Bey ex relation:Ronnell Demar Walker Defendant(s)	)	**OF DOCUMENTS**

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

MOTION TO COMPEL DISCOVERY

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

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

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

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

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

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

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

Respectfully submitted this 16th day of May, 2016.

Sincerely Yours,

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

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

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

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

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

Commission Expiration: 03/09/2021 Seal

Signature: Sharon L Muldrew

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

PrimeLending, A PlainsCapital Company,

Plaintiff,

v.

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

Defendants.

IN THE COURT OF COMMON PLEAS

DOCKET NO.: 2015-CP-08-00965

ORDER GRANTING DEFENDANT'S MOTION TO COMPEL

(506951.00925 EL1)

This matter came before me at a hearing on June 13, 2016, on Defendant Ronnell Demar Walker's Motion to Compel discovery responses from Plaintiff filed on May 16, 2016. The court makes the following ruling based on the evidence presented and the arguments of counsel:

1. Defendant's Motion to Compel is hereby granted. Plaintiff is ordered to provide responses to Defendants Request for Production within 10 days from the date of hearing.

2. If Plaintiff has any objections to the Requests, those objections must be made in a formal response to the Discovery Requests.

IT IS SO ORDERED.

The Honorable Dale Van Slambrook
Master in Equity, Berkeley County

Moncks Corner, South Carolina
June 16, 2016

FILED
16 JUN 16 PM 1:36
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, S.C.

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

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

ROGERS TOWNSEND
ATTORNEYS AT LAW

June 17, 2016

Ronnell Demar Walker
412 Eastover Circle
Summerville, SC 29483

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

Dear Mr. Walker:

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

Sincerely,

Regina W. Dunlap

Regina W. Dunlap
Paralegal to Erica G. Lybrand

Enclosures

cc:

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

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you have previously received a discharge in bankruptcy, this message is not and should not be construed as an attempt to collect a debt, but only an enforcement of the lien against the property.

E-18

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

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

Document Served:

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

Counsel Served:

Romnell D. Walker
412 Eastover Circle
Summerville, SC 29483

Regina W. Dunlap
Paralegal for Erica G. Lybrand

FILED 19

STATE OF SOUTH CAROLINA COUNTY OF BERKELEY PrimeLending, A PlainsCapital Company, Plaintiff, v. Ronnell Demar Walker a/k/a Ronnell D. Walker; South Pointe Homeowners Association; Defendants.	IN THE COURT OF COMMON PLEAS DOCKET NO.: 2015-CP-08-00965 **PLAINTIFF'S REPLY TO DEFENDANT RONNELL WALKER'S REQUEST FOR PRODUCTION OF DOCUMENTS**

(506951:00925 EL1)

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

GENERAL OBJECTIONS

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

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

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

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

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

REQUESTS FOR PRODUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Erica G. Lybrand (SC Bar #79052)
ROGERS TOWNSEND & THOMAS, PC
1221 Main Street, 14th Floor (29201)
Post Office Box 100200
Columbia, South Carolina 29202-3200
(803)771-7900
erica.lybrand@rtt-law.com
ATTORNEYS FOR PLAINTIFF
Rogers Townsend & Thomas, PC and its staff are debt collectors

June 17, 2016

Bailee Letter

April 8, 2016

Bailee Letter To: Rogers Townsend & Thomas, PC

Cenlar FSB Loan Number: 0060564010

Borrower: WALKER, RONNELL

Enclosed are the following Original documents: ORIG NOTE

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

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

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

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

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

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

Thank you for your prompt response.

CENLAR FSB

Chamecse Campbell

AGREED TO AND ACKNOWLEDGED BY:

Name:

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

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

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

ROGERS TOWNSEND
ATTORNEYS AT LAW

June 24, 2016

Ronnell Demar Bey
412 Eastover Circle
Summerville, SC 29483

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

Dear Mr. Bey:

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

Sincerely,

Karissa Richardson
Paralegal to Erica G. Lybrand

Enclosures

cc:

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

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you have previously received a discharge in bankruptcy, this message is not and should not be construed as an attempt to collect a debt, but only an enforcement of the lien against the property.

NOTS 0060564010 CONSOLIDATED NOTES LOG 06/20/16 16:50:03
RD WALKER L:R F:A B: R: DUE 11/01/14 TYPE F.H.A.
ANA Y ARM Y ASM Y BLN Y BNK Y CCN Y COL Y ELC Y FOR Y HAZ Y LMT Y OCP Y
MIP Y PIF Y PMT Y REO Y SER Y TAX Y TSK Y DATE: MMDDYY PRINT: _
MSR Y
----------* PF8 FOR MORE *----------
COL 030615 NZB VER EMAIL & TEL NO & HO AUTH TO CALL CELL UPDATED
5/19/15 WCS RFD 006/007
SER 061516 AT8 [redacted]
FOR 061016 FS5 [redacted]
FOR 061016 FS5 [redacted]
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FOR 060216 FS5 [redacted]
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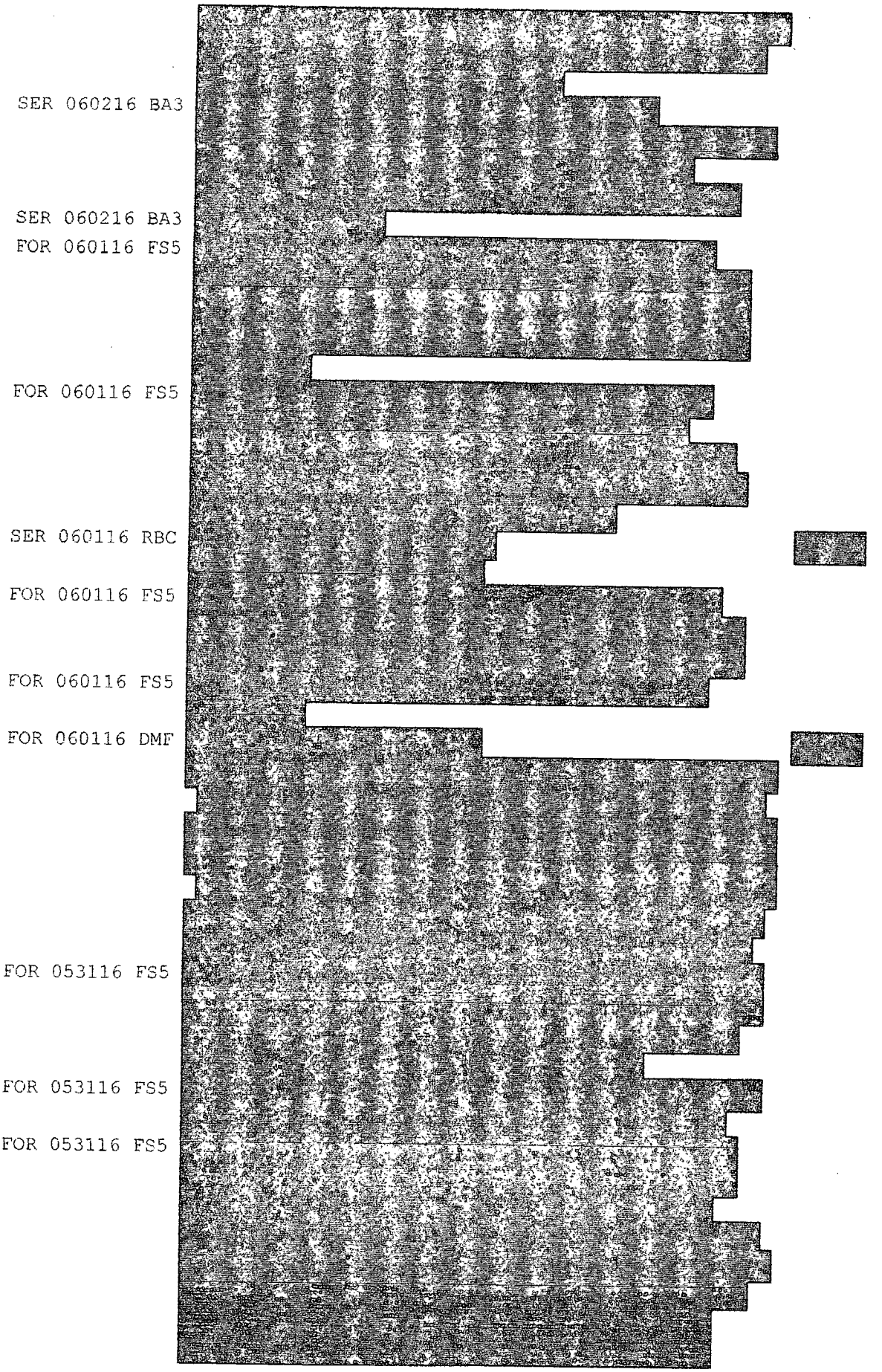
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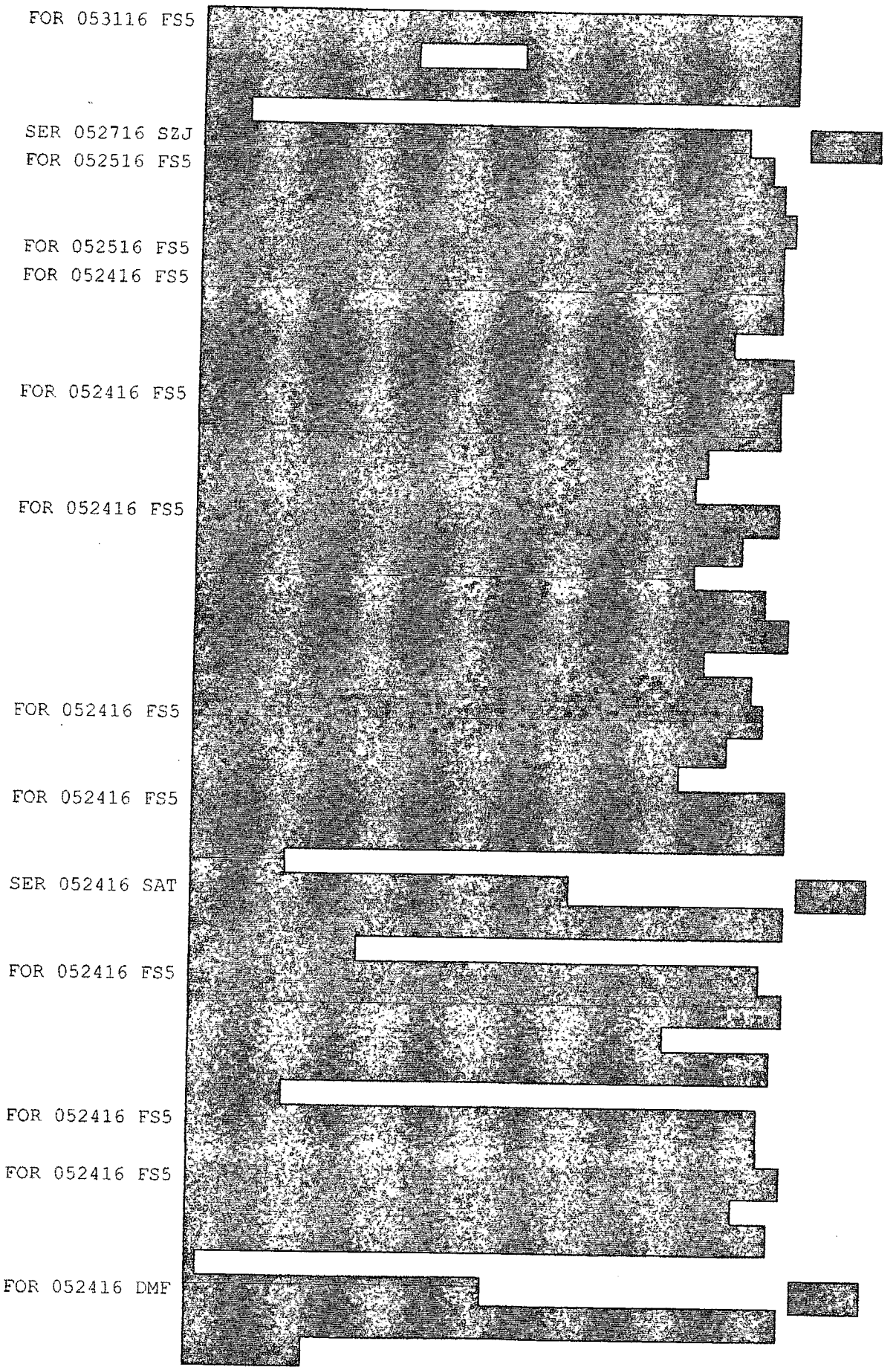
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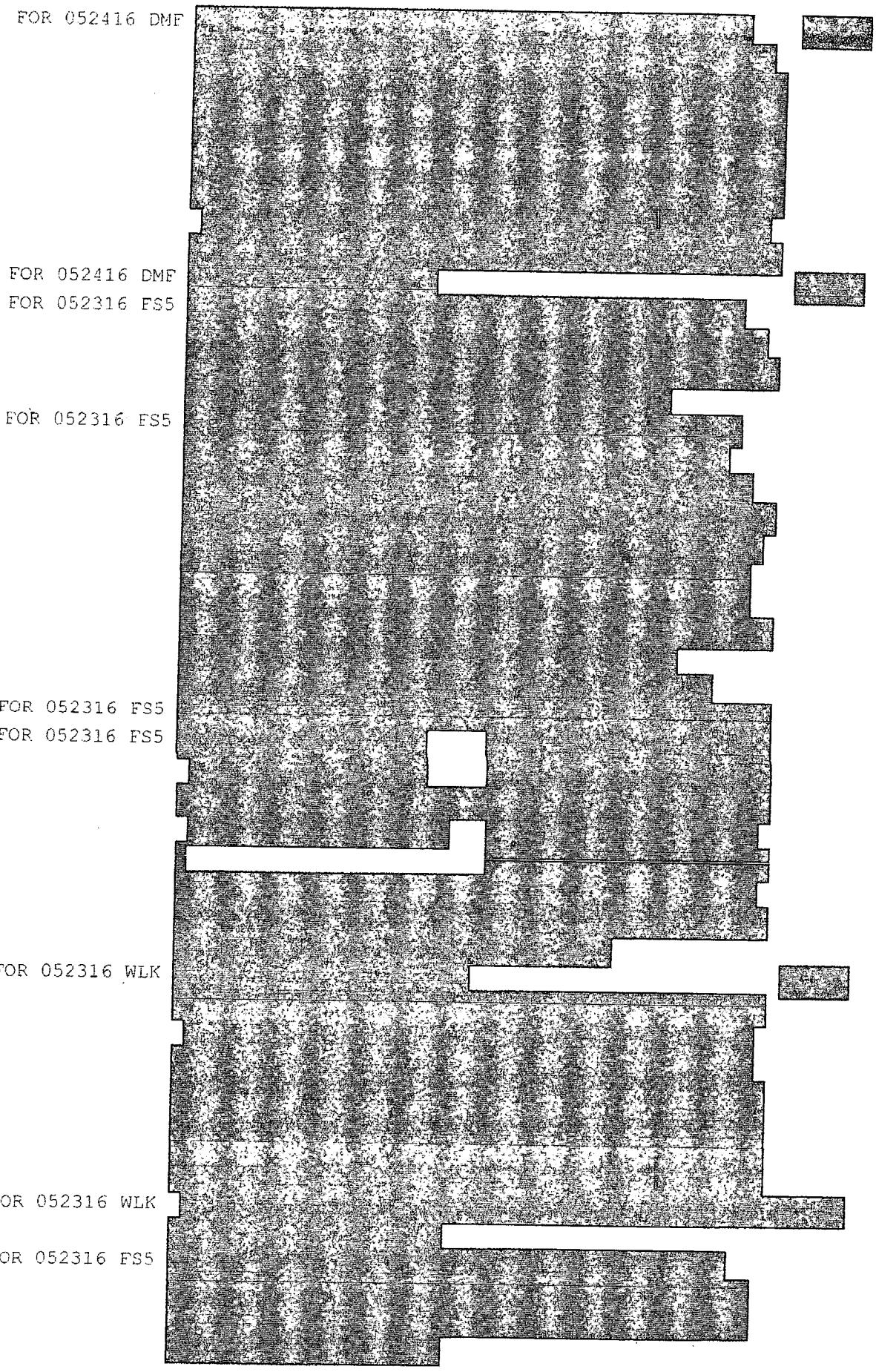
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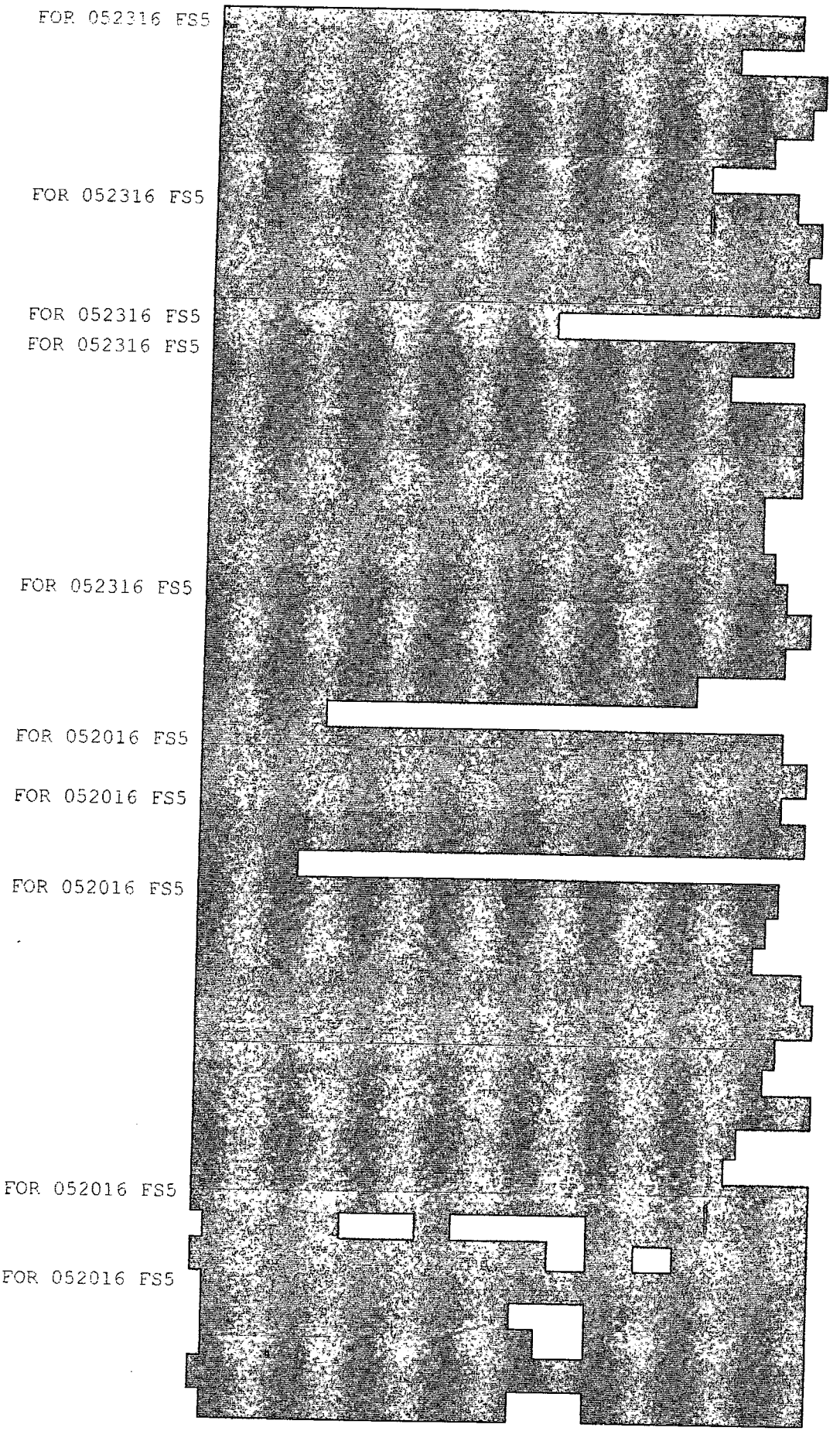
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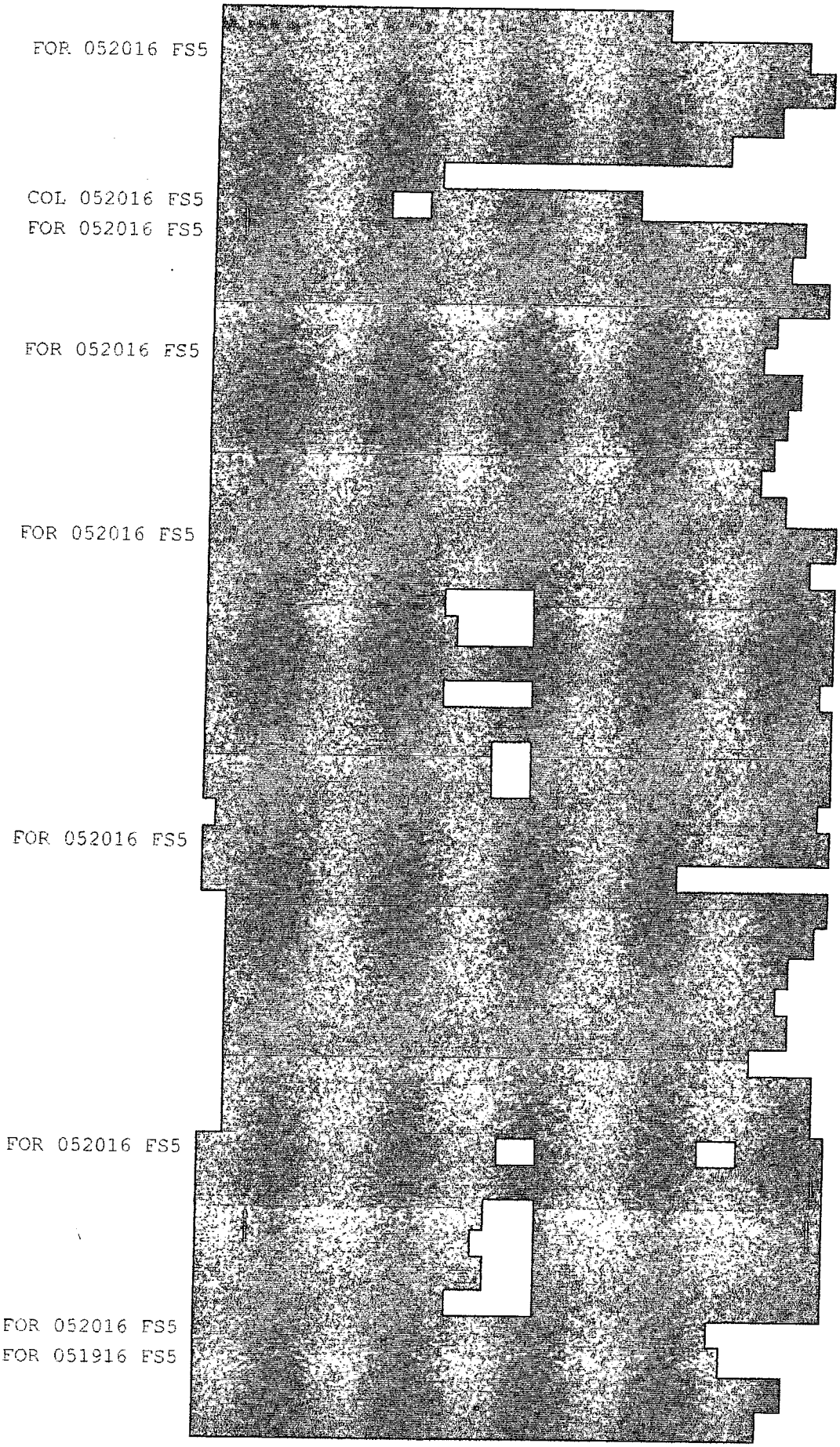
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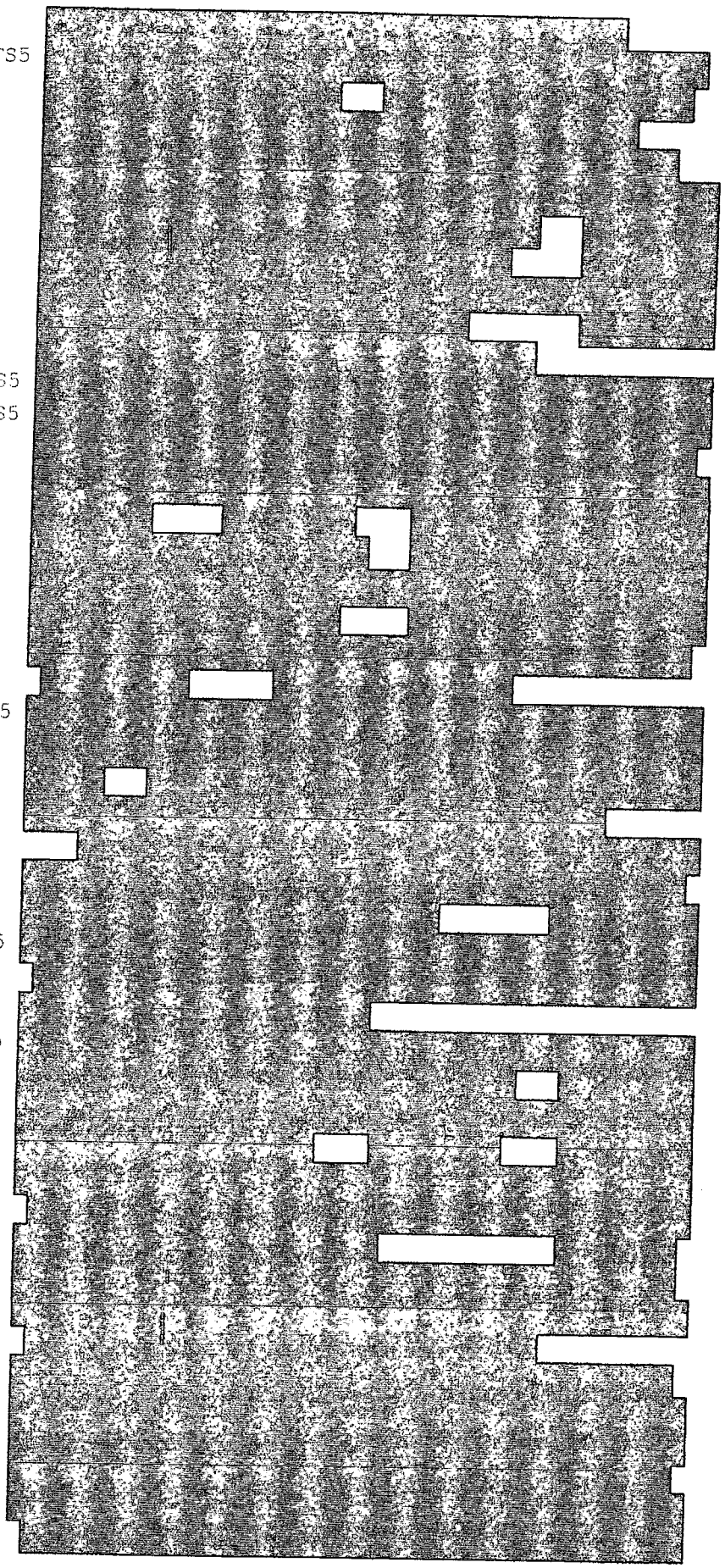
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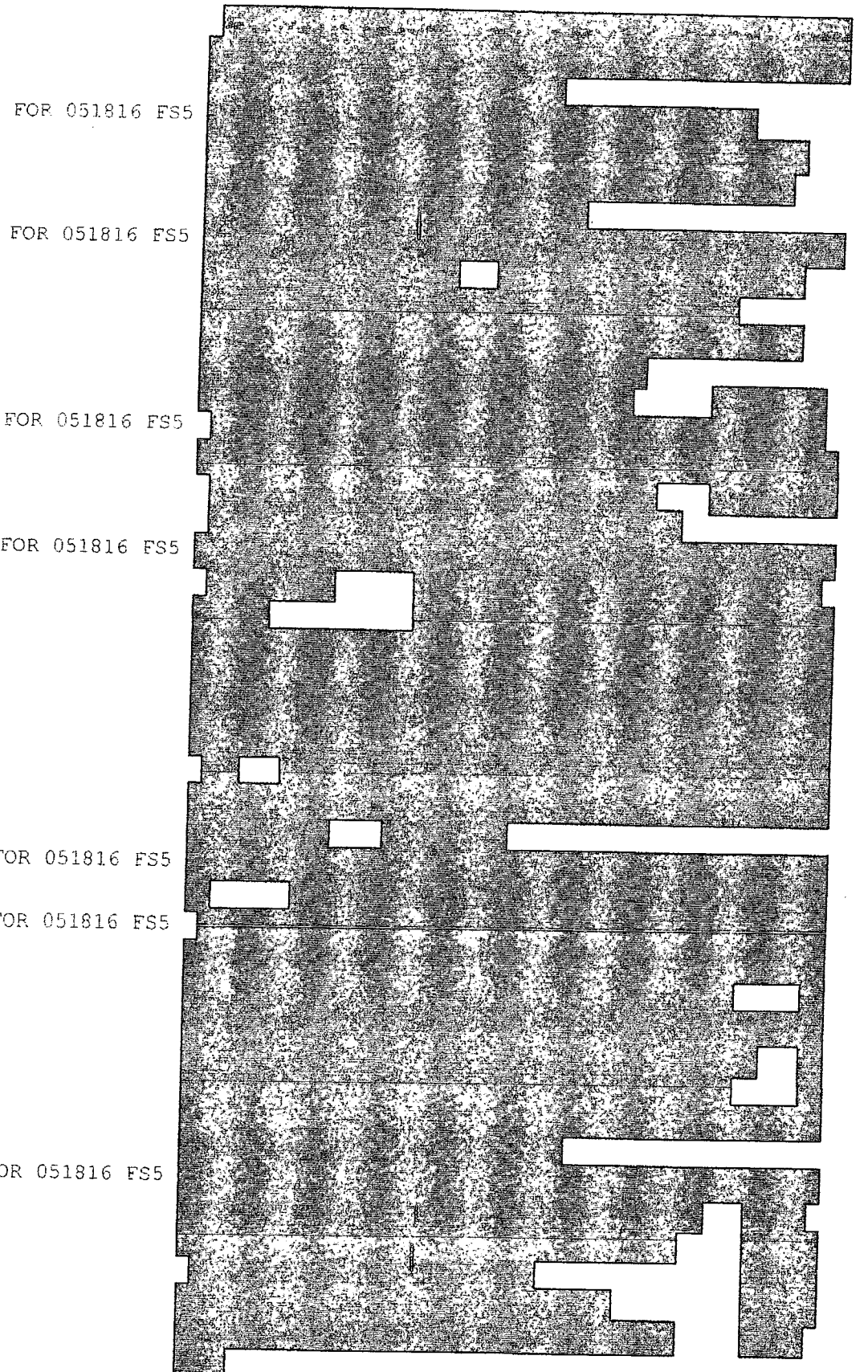

COL 051716 *** ORIGINAL OWNER CONDITION ON 051616 030000
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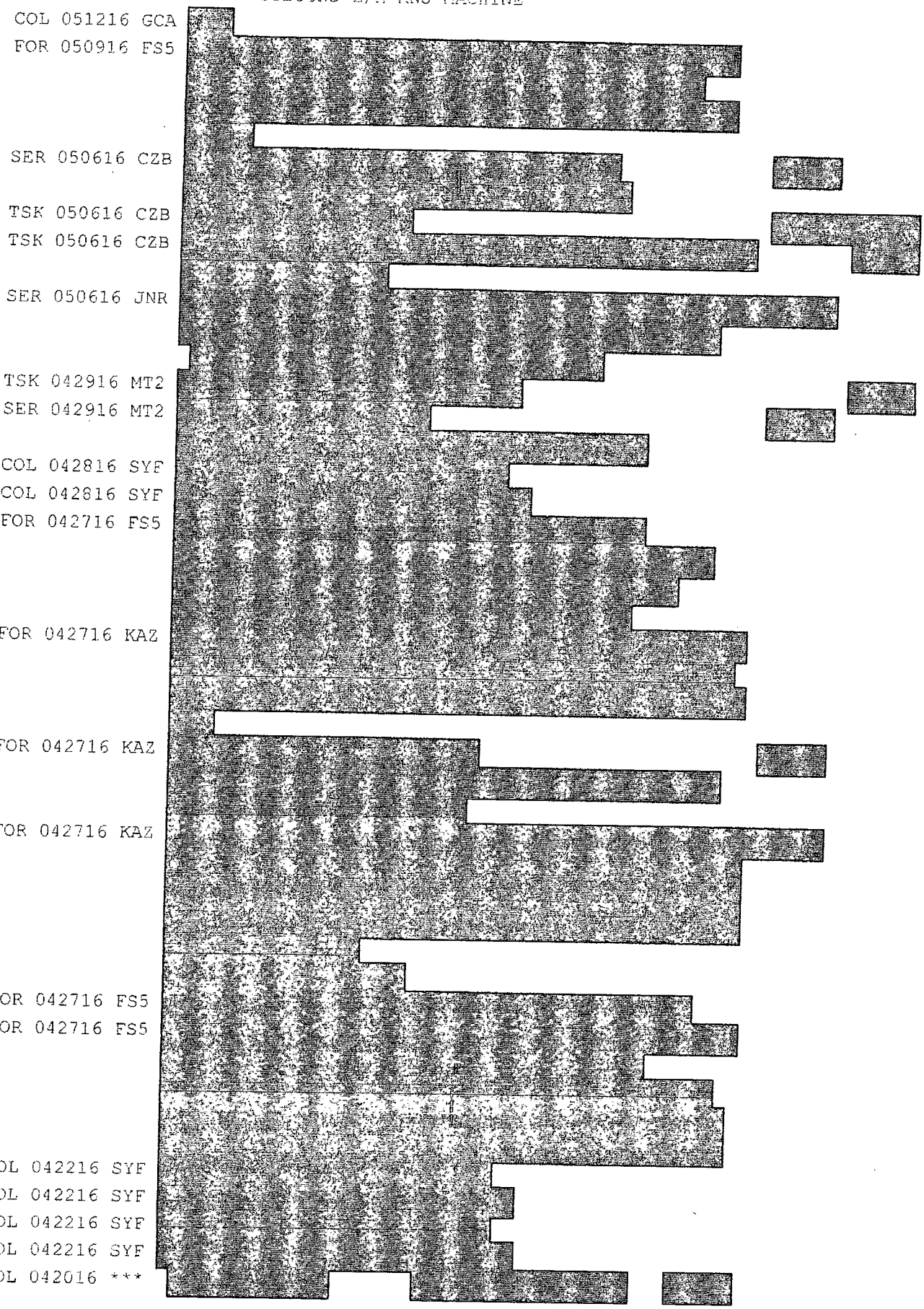
FOR 051616 FS5

COL 051216 GCA COMP OUTBOUND L/M ANS MACHINE



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COL 041416 HFG REMOVED NUMBER OF [redacted] WRONG NUMBER.
COL 041416 HFG COMP OUTBOUND WRONG NUMBER
COL 041416 HFG OBC UIF PICKED UP TOLD ME THAT NOONE HERE BY THE NA
ME OF B1 WILL REMOVE NUMBER FROM SYSTEM.

FOR 041316 FS5 [redacted]

SER 040816 CRC [redacted]

FOR 040816 FS5 [redacted]

FOR 040816 FS5 [redacted]

FOR 040816 FS5 [redacted]

FOR 040816 FS5 [redacted]

SER 040716 CRC [redacted]

SER 040116 JZG [redacted]

COL 040116 MEL TEL 3RD # AMD MESSAGE PLAYED

SER 031816 JZG [redacted]

COL 031816 *** OCCUPANT UNKNOWN CONDITION ON 031816 030000

SER 030316 JZG [redacted]

COL 030116 MEL TEL 3RD # NO ANSWER

FOR 022916 FS5 [redacted]

FOR 022916 MUM [redacted]

FOR 022916 MUM

FOR 022916 FS5

FOR 022916 FS5

COL 022616 MMR

SER 022216 DXP

7.757E+11

CEHCK NO

442874

COL 021916 *** OCCUPANT UNKNOWN CONDITION ON 021816 030000

SER 021816 JZG

COL 021216 MXP

SER 021216 SUS

SER 021216 SUS

SER 021216 @@@ CPI TELEVOICE ACCESS CPITV

FOR 021116 FS5

FOR 021116 FS5

FOR 021116 FS5

FOR 021116 FS5

FOR 021116 FS5

FOR 021116 FS5
FOR 021116 FS5

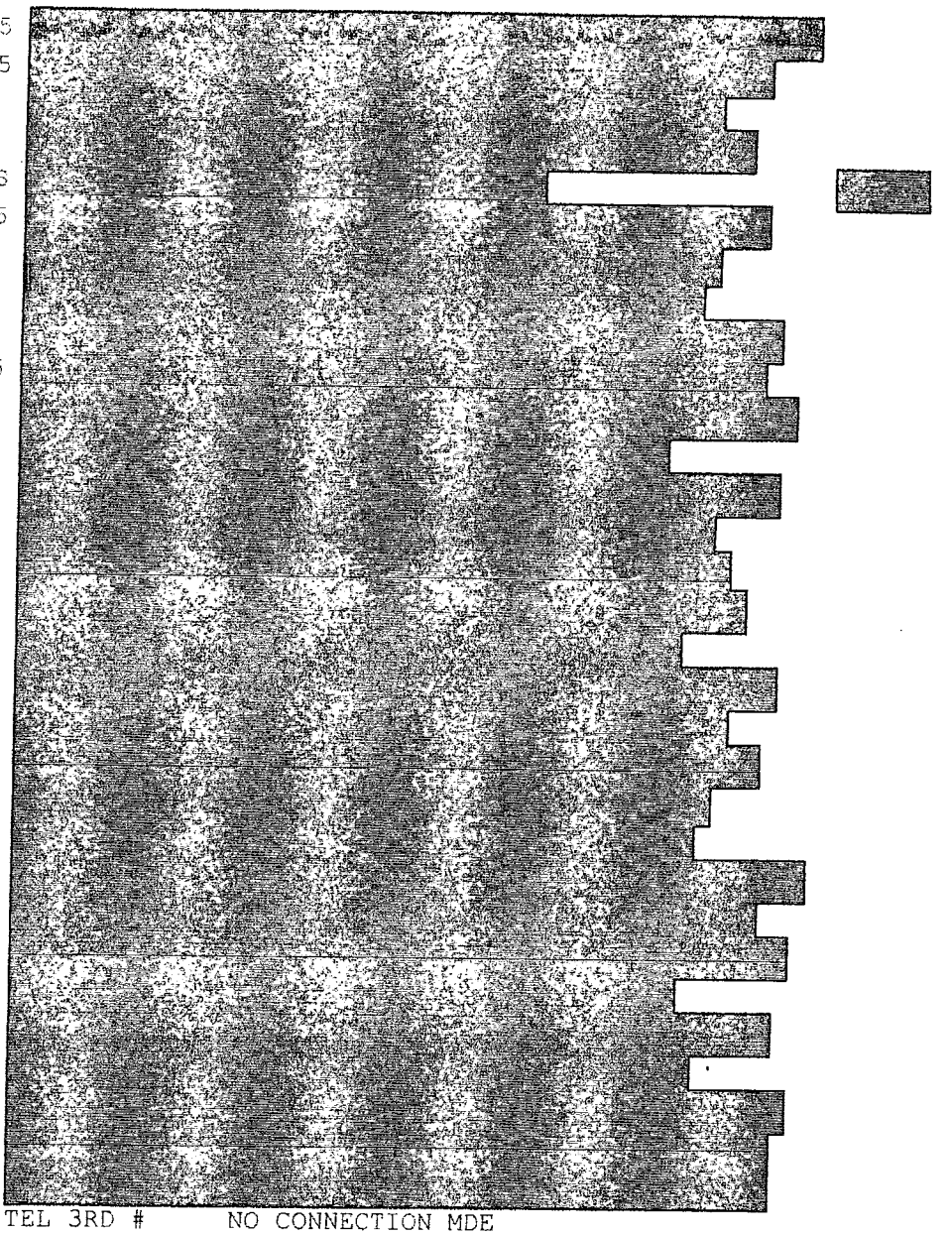
SER 021116 NRS
FOR 021016 FS5

FOR 021016 FS5

FOR 021016 FS5

FOR 021016 FS5

FOR 021016 FS5

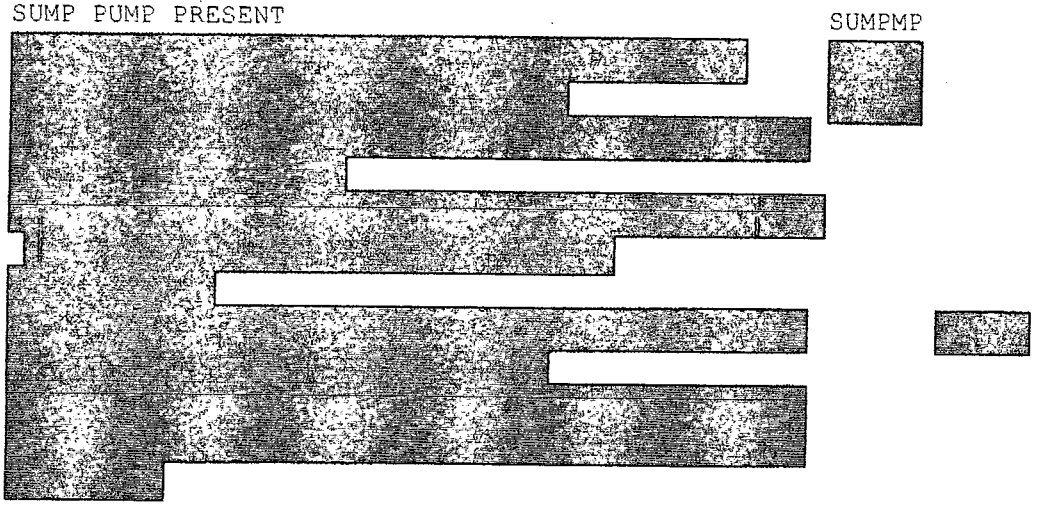


COL 020416 MEL TEL 3RD # NO CONNECTION MDE
SER 020216 AWM SUMP PUMP PRESENT SUMPMP
SER 012816 AWM SUMP PUMP PRESENT SUMPMP
SER 012816 AWM SUMP PUMP PRESENT SUMPMP
LMT 011316 LWN
LMT 011316 LWN

COL 011316 JYF

COL 011316 JYF
TSK 011316 JYF

LMT 011316 JYF



LMT 011316 JYF

LMT 011316 JYF

LMT 011316 JYF

LMT 011316 JYF
COL 011216 MSG
COL 011216 MSG
COL 011216 MSG
COL 011216 MSG
COL 011216 MSG

COL 011216 MSG

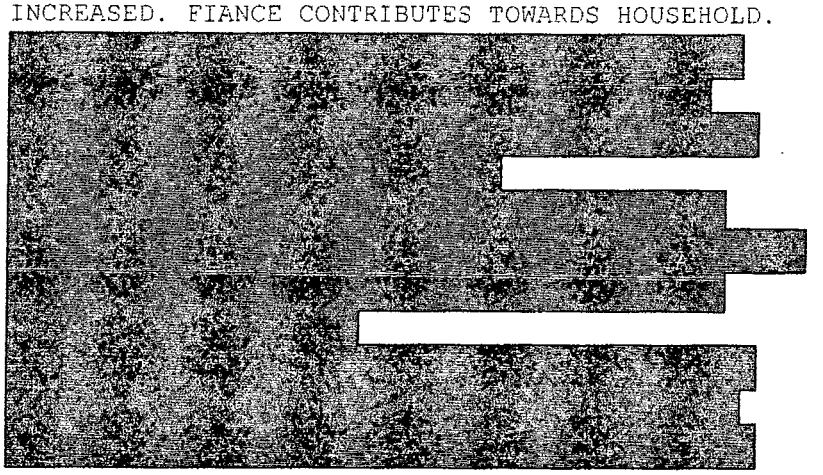
COL 011216 MSG

COL 011216 MSG

COL 011216 MSG
COL 011216 MSG INCOMING CALL TALKED TO RONNELL WALKER. BITB
INTERVIEW CONDUCTED BY LMMSG REFER TO THE
INTERVIEW NUMBER 1160.10883
LMT 011216 MSG LOSS MITIGATION SOLICITATION CALL MADE LMTCAL
ADV OF DENIAL REASONS/OFFERED ANOTHER PKG/STATED
DOES NOT WANT ANOTHER PKG/
LMT 011216 MSG ADVISED FILE WAS DENIED FOR WORKOUT LMTDNY
COL 011216 MSG DELQ STAT = REASON FOR DELQ = 006
COL 011216 MSG DELQ STAT = REASON FOR DELQ = 006
CURTAILMENT OF INCOM
COL 011216 MSG
SER 011216 SUR CALL TRANSFERRED TO COLLECTIONS SERXCO

[redacted]

SER 011216 @@@ CPI TELEVOICE ACCESS CPITV
SER 011216 @@@ CPI TELEVOICE ACCESS CPITV
SER 011116 KSF MOD ADDITION M0ADD
EFFECTIVE: 07-01-16 MODIFY CODE: FHAMD
FHA LOAN MOD
LMT 011116 KSF FHA UNDERWRITER DECISION (DENIED)
-FORMAL F/B DENIED CNT REPAY 6MNTHS OR LESS
-SPECIAL F/B DENIED BRRWR EMPLYD
-MOD DENIED NOT REDUCED BY GREATER OF 10% & $100
-HAMP DENIED LESS THAN 4 PAYMENTS MADE
COL 011116 KSF DELQ STAT = AO REASON FOR DELQ =
LMT 011116 KSF DENIAL LETTER SENT DNYLTR
COL 011116 KSF TRIAL MOD WORKSHEET COMPLETED - FHA STANDARD/TRADI
TIONAL MODIFICATION (H)(O)
COL 011116 KSF MOD: PROG FHAS STAT FE STAT DATE 01/11/16 RSN
LMT 011116 KSF LOSS MIT FILE IN UNDERWRITING FOR REVIEW TODAY LMTFIL
PIR1 GOOD CONDITION 10/22/15 OCCUP
UPB $187,740.05 @ 4.25% TOTAL AMT DUE $19,791.40
LMT 011116 KSF NEXT PMT DUE 11/01/14 LMTFIL
15 MONTHS DUE
NOTE DATE 06/20/14
LMT 011116 KSF HARDSHIP: VEHICLE EXPENSES. LIVING EXPENSES
INCREASED. FIANCE CONTRIBUTES TOWARDS HOUSEHOLD.
FOR 010816 FS5
FOR 010816 FS5
FOR 010816 FS5



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

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

Document Served:

PLAINTIFF'S SUPPLEMENTAL DISCOVERY RESPONSES

Counsel Served:

Ronnell Demar Bey
412 Eastover Circle
Summerville, SC 29483

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

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

AFFIDAVIT OF FACT

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

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

Date of Discovery and Disclosure: 01-29-2016

Mailing Date: 6-30-2016

Exhibit: 007

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

BERKELEY COUNTY, S.C.
CLERK OF COURT
16 JUL -6 AM 11:05

PLAINFF'S STATED GENERAL OBJECTIONS;

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

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

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

***Plaintiff's** objection to discovery and disclosure, which was a **"duplicated"** response to every **" clearly"** asked **discovery and disclosure** question:*
Plaintiff objects to this request on the grounds that it is vague and ambiguous, overly broad, not reasonable limited in time, scope and/or subject matter and to the extent it seeks information that is immaterial, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiff also objects to this Request to the extent that is seeks information that is private, proprietary and/or confidential

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

RW

received
6/30/16 DW

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

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

1. SECTION 62-7-801. Duty to administer trust.
Upon acceptance of a trusteeship, the ***trustee*** shall administer the trust in ***good faith***, in accordance with its terms and purposes and the interests of the ***beneficiaries***, and in accordance with this article.

2. SECTION 62-7-802. ***Duty of loyalty.***
(a) *A* ***trustee*** *shall administer the trust solely in the* ***interests of the beneficiaries.***

3. **SECTION 62-7-803.** Impartiality.
If a trust has two or more beneficiaries, the ***trustee shall act impartially*** in investing, managing, and distributing the trust property, *giving due regard to the beneficiaries' respective interests.*

4. SECTION 62-7-804. Prudent administration.
A trustee shall administer the trust as a prudent person would, by considering the purposes, terms, distributional requirements, and other circumstances of the trust. In satisfying this standard, the *trustee shall exercise reasonable care, skill, and caution.*

5. **SECTION 62-7-809.** Control and protection of trust property.
A trustee shall take reasonable steps to take control of and protect the trust property.

6. SECTION 62-7-810. ***Recordkeeping and identification of trust property.***
(a) A trustee shall keep adequate records of the administration of the trust.
(b) A trustee shall keep trust property separate from the trustee's own property.

7. SECTION 62-7-813. Duty to inform and report.
(a) Unless the terms of a trust expressly provide otherwise, while a trust is revocable the trustee's duties under this section are owed exclusively to the ***settlor.***

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

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

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

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

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

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

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

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

Further Understanding:

Federal rules of Civil Procedure Rule 26:. Duty to Disclose; General Provisions Governing Discovery
(a) REQUIRED DISCLOSURES.

***(1)* Initial Disclosure.**

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

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

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

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

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

Federal rules of Civil Procedure Rule 8:. *General Rules of Pleading*
(a) CLAIM FOR RELIEF. *A pleading that states a claim for relief must contain:(1) a short and plain statement of the grounds for the court's jurisdiction, unless the court already has jurisdiction and the claim needs no new jurisdictional support;*

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

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

Federal rules of Civil Procedure :Rule 37. Failure to Make Disclosures or to Cooperate in Discovery; Sanctions
(a) MOTION FOR AN ORDER COMPELLING DISCLOSURE OR DISCOVERY

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

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

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

(i) a deponent fails to answer a question asked under Rule 30 or 31;

(ii) a corporation or other entity fails to make a designation under Rule 30(b)(6) or 31(a)(4);

(iii) a party fails to answer an interrogatory submitted under Rule 33; or

(iv) a party fails to produce documents or fails to respond that inspection will be permitted—or fails to permit inspection—as requested under Rule 34.

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

Further obligations not Fulfilled:

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

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

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

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

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

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

In Conclusion:

I Ronald Deman Bey ***in propria persona,sui juris (in ones' own proper person)*** **also understand that once a claim is filed with the courts it has to be proven without reasonable doubt by the person/s making the claim that it is indeed valid in order for judgment to be rendered, I have attempted in GOOD FAITH to confer with the plaintiff to obtain documentation in order to prepare a proper defense to which I have been repeatedly denied,(in which I possess certified mail receipts as evidence of attempts) therefore pursuant *Federal Rules of Civil procedure12(b)(6) failure to state a claim upon which relief can be granted, I move to have this case dismissed with prejudice(dismissed permanently) (A case dismissed with prejudice is over and done with, once and for all, and can't be brought back to court)***

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

Sincerely Yours,

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

Witness: Lorie Ann Bey
Name: Natural Person, In Propria Persona, Sui Juris, Sui Heredes,
Authorized Representative: All Rights Reserved.

Witness: [illegible]
Name: Natural Person, In Propria Persona, Sui Juris, Sui Heredes,
Authorized Representative: All Rights Reserved

cc:

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

Scribed and affirmed before me, SHARON L MULDREW, Notary Public,
On 30th day of June 2016 having proven to me on the basis of satisfactory evidence to be the person who appeared before me.

Commission Expiration: 03/09/2021 *Seal*

Signature: Sharon L Muldrew

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2015-CP-08-00965

PrimeLending, A PlainsCapital Company
PLAINTIFF(S)

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

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

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT.** ☐ See Page 2/3 for additional information.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other _____

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

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

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

ORDER INFORMATION

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

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

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

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

PrimeLending, A PlainsCapital Company,

Plaintiff,

v.

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

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 2015-CP-08-00965

JUDGMENT OF FORECLOSURE AND SALE
Deficiency Judgment Waived

(506951-00925 EL1)

Erica G. Lybrand, Esquire
Attorney for the Plaintiff

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

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

FINDINGS OF FACT:

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

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

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

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

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

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

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

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

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

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

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

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

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

IT IS THEREFORE ORDERED:

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

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

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

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

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

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

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

b. Interest on the balance of the bid after the deposit is applied shall be paid through the day of compliance at the Note rate of 4.25%.

c. The sale shall be subject to taxes and assessments, existing easements and restrictions, and any other senior encumbrances.

d. Purchaser shall pay for any statutory commission on sale from the proceeds of the final bid amount.

e. Purchaser to pay for deed preparation, costs of recording the deed, and transfer taxes on the deed.

f. Purchaser shall be entitled to possession of the premises only after Purchaser fully complies with the bid amount and a deed is issued by the Master in Equity or Special Referee.

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

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

9. The Master in Equity will give notice of the time and place of the sale by advertisement according to law and the terms thereof by advertisement according to law and will execute to the Purchaser a deed to the property sold. Plaintiff or any other party to this action may become a purchaser at such sale. If, upon such sale being made, the Purchaser should fail to comply with the terms thereof within 30 days after date of sale, then the Master in Equity may advertise the said premises for sale on the next or some other subsequent sales day at the risk of the highest bidder and so from time to time thereafter until a full compliance shall be secured.

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

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

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

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

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

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

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

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

14. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in the event the successful bidder is other than the Defendant in possession herein, the Sheriff, upon receipt of a Writ of Assistance or other order of ejectment, is authorized and directed to eject and remove from the premises the occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

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

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

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

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

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

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

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

Property Address: 412 Eastover Circle
Summerville, SC 29483

TMS# 2320701013

Dale Van Slambrook
Master in Equity

_____, 2016
Summerville, South Carolina

Garber
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& Videoconferencing

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FINAL FORECLOSURE HEARING

OCTOBER 13, 2016

PRIME LENDING,
A Plains Capital Company

vs.

RONNELL DEMAR WALKER
a/k/a Ronnell D. Walker;
SOUTH POINTE HOMEOWNERS ASSOCIATION

2015-CP-08-00965

REPORTER: JAIME D. NEWTON

COPY

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF BERKELEY	)	CASE NO.: 2015-CP-08-00965
Prime Lending, A Plains Capital Company, Plaintiff, vs. Ronnell Demar Walker a/k/a Ronnell D. Walker; South Pointe Homeowners Association, Defendants.	)	FINAL FORECLOSURE HEARING

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

APPEARANCES:

Plaintiff: ERICA G. LYBRAND, ESQUIRE
Roger Townsend & Thomas, PC
1221 Main Street, 14th Floor
Columbia, South Carolina 29201

Also present:
Ronnell Demar Bey

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

* * * * *

Court Reporter's note:

-- indicates interruption; incomplete phrases; unfinished sentences

This hearing is taken in accordance with the South Carolina Rules of Civil Procedure.

THE COURT: If we would, have everybody put their names and state their positions -- not positions, their roles on the record for me please. Yes, ma'am.

MS. LYBRAND: Erica Lybrand with Rogers, Townsend and Thomas, attorney for the plaintiff.

THE COURT: All right. And you, sir, what is your name?

MR. CRAWFORD: Raymond Crawford, bank representative.

THE COURT: All right. Thank you, sir. Mr. Bey?

MR. BEY: I'm Ronnell Demar Bey.

THE COURT: All right. Thank you, sir. Do you have any witnesses here or anybody that you're going to present as witnesses today, Mr. Bey?

MR. BEY: I do not.

THE COURT: Okay. Thank you, sir. All right, Ms. Lybrand, is the plaintiff prepared to proceed?

MS. LYBRAND: We are, Your Honor. But before we do so, Mr. Bey recently filed a pleading that I wanted to see if you wanted to address ahead of time. It is a renewed, I believe, motion to dismiss, but I'll let him argue that. In addition, the order on the prior motion to dismiss and motion

to compel was entered yesterday. I didn't have Mr. Bey's email address to email it to him, so I provided that to him this morning. And I believe he wanted to be able to respond to that as well.

THE COURT: All right. So before we proceed with the final hearing, what you're saying is there may be issues relative to the prior discovery order, but not being raised by the plaintiff; isn't that --

MS. LYBRAND: There was -- that's correct --

THE COURT: Okay.

MS. LYBRAND: -- Your Honor. There was an additional pleading that was filed on September 27th.

THE COURT: Okay.

MS. LYBRAND: And it had -- the end of it had a 12(b)(6) notation in it. So just for clarity on the record, I wanted to see whether or not you wanted to address that first.

THE COURT: Thank you, ma'am. All right. Mr. Bey, I did receive a copy of the documents which you had filed. Is that in the form of a motion that you think needs to be addressed before we go forward with the final hearing today?

MR. BEY: Yes, I do.

THE COURT: And what is that motion?

MR. BEY: The defendant {sic} has still not proven without reasonable doubt that they suffered any financial injuries to which the lease should be granted.

THE COURT: Okay. And I think I had denied that motion on the same argument before and that's something that can be addressed through any testimony or presentation today. So I'm going to deny that motion. And you received a copy of the order regarding the discovery. I recall issuing that ruling from the bench as far as what was supposed to happen, information that was supposed to be provided. Is there any issue or question relative to the order regarding discovery?

MR. BEY: Yes. Well, regarding discovery -- regarding the order to discovery I have still not received adequate information in order to prepare a proper defense.

THE COURT: All right.

MR. BEY: Therefore, I mean, how can we proceed.

THE COURT: All right. In the order and what I -- and like I said, that was issued from the bench and then reduced to writing. There was a payment

history that was to be provided and you were sent that; is that right?

MR. BEY: Exactly, but under disingenuous intent because the majority of what I've received --

THE COURT: Intent aside, you received documentation by way of the payment history; is that right?

MR. BEY: Correct.

THE COURT: All right. And you were provided the name of the witness of Mr. Crawford; is that right?

MR. BEY: That's what she provided.

THE COURT: She provided that to you. Okay. All right. And as to any of the other issues, I think those were raised and ruled on relative to other matters that you requested and those were addressed as a part of that order.

MR. BEY: No, they were not addressed. I'm still being denied.

THE COURT: All right.

MR. BEY: So how can I prepare a proper defense?

THE COURT: As far as the court is concerned they were addressed and those requests were denied. You were provided the information, based on what you've told me, that was required to be provided to you subject to that order.

MR. BEY: I would also be in denial of due process of

law and protection of it as well --

THE COURT: And I think that --

MR. BEY: -- for the record, on the record.

THE COURT: -- argument was made before as well as being denied, okay. So we're prepared to go forward. Any motion relative to the discovery or request for further discovery is denied as having been previously addressed at the prior hearing and adequately resolved by way of the order and the requirement to provide the additional information, payment history or trial witnesses has been complied with. So, all right, so we're ready to go forward.

MR. BEY: I'd like to reserve my right to trial by jury.

THE COURT: That's already gone. You have waived that. The time for that request has gone and it's been referred to me for a hearing before me and that's how we're going to proceed.

MR. BEY: I have not received any documentation on that right being waived. I never signed any documentation on waiving that right.

THE COURT: Well, that's the position --

MR. BEY: That's unconstitutional.

THE COURT: Well, the position that I am taking at this

point in time that that's been waived or there was a failure on your part to adequately request that in accordance with the rules and under those situations where the jury trials are appropriate. So that request to remove it for a jury trial is likewise denied. So we're going to go forward with the plaintiff's case. All right. You can call your first witness.

MS. LYBRAND: Thank you, Your Honor. As a preliminary statement, just I'm not sure how Your Honor will chose to hear this or not, both -- I wanted to again remind the Court that while there was an answer filed in this matter, the answer was filed late and after Mr. Bey was already held in default. Additionally, we went requests to admit to Mr. Bey on August 25th of this year. We did not receive a response. Under the rules, those are deemed admitted, but how Your Honor chooses to handle that, you know, obviously we're leaving it up to Your Honor.

THE COURT: Mr. Bey did file a response although it didn't specifically address the request to admit, it may have. I'm not going to use the failure to provide the adequate responses or adequate denials as a primary basis for ruling.

I will take that into consideration as we proceed.

MS. LYBRAND: Thank you, Your Honor.

THE COURT: Thank you.

MS. LYBRAND: The plaintiff calls Raymond Crawford.

THE COURT: All right, Mr. Crawford. Mr. Bey, you can sit down. Mr. Crawford, come on up.

MR. BEY: I object to the witness. There's no prior contract with this witness.

THE COURT: Hang -- hang on. Hang on a minute. Let me get him sworn in and then I'll hear from you.

RAYMOND CRAWFORD, being duly sworn and cautioned to speak the truth, the whole truth and nothing but the truth, testifies as follows:

THE COURT: All right. State your name and your address. Spell your last name for the court reporter and have a seat.

MR. CRAWFORD: Raymond Crawford, R-A-Y-M-O-N-D C-R-A-W-F-O-R-D. Address is 8 Kimberly Drive, Middletown, Delaware 19709.

THE COURT: All right. Mr. Bey, you've raised an objection to this witness?

MR. BEY: The witness has no firsthand knowledge of any facts concerning this case. I do not have a contract nor have I ever entered into a contract

with Cenlar Bank.

THE COURT: Mr. Bey -- Mr. Bey, I know you're not an attorney.

MR. BEY: Uh-huh.

THE COURT: But you do have to obey the rules of the Court and the procedure. What's going to happen is is you're going to be allowed to cross-examine, you're going to be allowed to ask questions to this witness. If you want to raise some matter that you think makes his testimony inadequate, you can certainly do that through the questions. I'm not going to entertain objections of that nature during the testimony. All right? Yes, ma'am.

MS. LYBRAND: Thank you, Your Honor.

DIRECT EXAMINATION BY MS. LYBRAND:

Q: Mr. Crawford, will you please -- what company do you work for?

A: I work for Cenlar FSB. That is C-E-N-L-A-R F-S-B.

Q: And how is Cenlar related to the current named plaintiff, Prime Lending, a Plains Capital Company?

A: We are the current servicer. We handle the daily maintenance and servicing of the loan.

Q: Okay. And where is the physical location of your office?

A: 425 Phillips Boulevard, Ewing, E-W-I-N-G, New Jersey.

Q: And what is your job title at Cenlar?

A: I'm a default corporate representative. I attend trials, meditations, depositions, settlement conferences.

Q: And how many times have you testified regarding loan servicing by Cenlar, if you can estimate?

A: Thousands of times.

Q: And are you authorized to testify on behalf of the plaintiff in this matter?

A: Yes, I am.

MS. LYBRAND: Your Honor, may I approach the witness?

THE COURT: Yes.

MS. LYBRAND: Let the record reflect that I have handed Mr. Bey a copy of the document I handed to the witness.

Q: Do you recognize this document, Mr. Crawford?

A: Yes, I do.

Q: And what is this document?

A: It's a corporate document between Cenlar FSB and the current plaintiff in this case.

Q: And what does this document indicate?

A: It provides a little breakdown of the authorities that we have as part of this servicing to manage the loans and so what we can do.

Q: All right. Thank you.

MS. LYBRAND: Your Honor, I move to exhibit -- or to admit the corporate resolution as Plaintiff's Exhibit Number One.

THE COURT: All right. Do you have the original or a copy that's going to be submitted into evidence for the record purpose? Thank you. All right. Mr. Bey, any objection?

MR. BEY: Objection on the grounds that I've never met this gentleman and I have no contract with him. And the statements that he can provide to this is only considered as hearsay.

THE COURT: All right.

MR. BEY: He has no firsthand knowledge of any financial injury --

THE COURT: As to this document?

MR. BEY: -- to the plaintiff.

THE COURT: We're going to limit the objection right now or the question really as to this document. Any objection to this document being entered into evidence? Is there any objection to this

document being entered into evidence, Mr. Bey?

MR. BEY: Yes, there is. I request time to review the document before I agree on it. I don't know what this document is. I don't consent to anything that it portrays.

THE COURT: Okay. Well, go ahead and review that document then.

MR. BEY: I still have no contract with this corporation. I do not consent to anything that's on this document.

THE COURT: I'm telling you if you want to review it, you've got to review it right now. And that -- rush that objection. You can raise that when it's appropriate. But right now you said you needed time to review it and I'm giving you that time. Don't waste it.

MR. BEY: Information is not legible.

THE COURT: Difficult to read. It's not illegible.

MR. BEY: I can't get a full understanding. It's difficult to read. I can't make out what this says.

THE COURT: Ms. Lybrand, the document purports to be a corporation resolution authorizing individuals to testify or to act on behalf of the corporation; is that y'all's position?

MS. LYBRAND: That's correct.

THE COURT: Okay. And the second page where it indicates that the officers authorized hereby are and there is no names on there.

MS. LYBRAND: That'S correct, Your Honor. I was instructed by my client to redact those names to the extent that any clarification on that issue needs to be made to the Court, I would like to ask the client witness representative.

THE COURT: Okay. All right. I'll wait. Mr. -- have you finished reviewing those?

MR. BEY: The document -- the copy -- I cannot review this document.

THE COURT: All right.

MR. BEY: I can't make out what it says.

THE COURT: As I indicated before --

MR. BEY: And I do not consent to anything in there.

THE COURT: Listen. Let me finish. As I indicated to you before, I've got the same thing that you've got. It's difficult to read but it's not illegible. So I'm going to take that as your choice not to review it. So before it's admitted into evidence or not admitted into evidence, I need some clarification as to the resolution.

MS. LYBRAND: Thank you, Your Honor.

Q: Mr. Crawford, this corporate resolution indicates that certain individuals are authorized to do certain activities between -- of Cenlar with Plains Lending or Prime Lending. Can you explain the basis of your authority pursuant to this corporate resolution?

A: Yes, I am an employee of Cenlar. I review Cenlar business record and I'm able to testify on behalf of Cenlar business record. And our clients or investors that we service for are on the back page. There are a list of names. Those names are officers of the company. They do not testify. Those are officers with signing authorities so in case we had to sign documents those would be the individual that would execute those documents. If we have to testify, as an employee with access to Cenlar business record I'm able to review and testify on behalf of Cenlar.

Q: Does this document form an illustrative purpose to the Court with regard to the relationship between Cenlar and Prime Lending?

A: That is correct.

MS. LYBRAND: Your Honor, we'd renew our motion to

admit this exhibit.

THE COURT: And, again, the purpose for it is not to provide me a corporate resolution giving Mr. Crawford specific authority to testify today, but just demonstrative as to the connection between Prime Lending and Cenlar; is that right?

MS. LYBRAND: That'S correct, Your Honor.

THE COURT: All right. On that basis I'll allow the corporate resolution as presented to be admitted into evidence.

MS. LYBRAND: Thank you, Your Honor.

(Plaintiff's Exhibit Number One was admitted into evidence.)

Q: Mr. Crawford, in the ordinary course of its business, does Cenlar maintain records for the mortgage loan that's the subject of this lawsuit?

A: Yes.

Q: And has Cenlar adopted the business records of any prior servicers of this loan?

A: Yes.

Q: And as part of your job duties, are you familiar with the records maintained by your company in connection with this loan?

A: Yes, I am.

Q: And do you have personal knowledge of this mortgage loan based upon your review of such records?

A: Yes.

MR. BEY: I object, Your Honor.

THE COURT: What's the basis for the objection?

MR. BEY: With said witness was not there present the day of the alleged loan being signed.

THE COURT: All right. I'll --

MR. BEY: The witness has no firsthand knowledge of --

THE COURT: I'll let you --

MR. BEY: -- any financial --

THE COURT: I'll let you point that out during cross-examination. Ms. Lybrand.

MS. LYBRAND: Your Honor, may I approach the witness?

THE COURT: Certainly.

MS. LYBRAND: Let the record reflect I'm providing a copy to Mr. Bey.

THE COURT: And what is it you're providing a copy of?

MS. LYBRAND: It is a copy of the note in this case, Your Honor.

THE COURT: All right. Thank you.

Q: Mr. Crawford, in your possession, do you have the original note at issue in this case?

A: Yes, I do.

Q: And is Prime Lending the holder of this original note?

A: Yes.

Q: And was the note part of the documents you reviewed prior to your appearance here today?

A: Yes.

MS. LYBRAND: Your Honor, we would move to enter into evidence a copy of the original note. The original note is in the courtroom today for review by the defendant so should he desire.

THE COURT: All right. Any objection, Mr. Bey?

MR. BEY: I object to any note even being presented. There is nothing to secure the note or the mortgage. There is no loan ever been --

THE COURT: All I'm asking is --

MR. BEY: -- proved.

THE COURT: -- are you objecting to me taking into evidence the note?

MR. BEY: Yes.

THE COURT: All right. And again, what's your basis for that?

MR. BEY: There is nothing securing it.

THE COURT: All right. I'm going to overrule the objection. You can talk about the adequacy of any security during either cross-examination or

your presentation. But as far as the note for what it's worth, I'll admit that into evidence.

MS. LYBRAND: Thank you, Your Honor.

(Plaintiff's Exhibit Number Two was admitted into evidence.)

Q: Mr. Crawford, according to the note, who is the borrower?

A: Borrower is -- it's secured by Ronnell Demar Walker.

Q: And is that the defendant, named defendant in this case?

A: Yes.

Q: And when was the note signed?

A: It's date of June 27, 2014.

Q: And according to the note, who was the original lender?

A: The lender is Prime Lending, a Plains Capital Company.

Q: And again, that's the plaintiff in this action; is that correct?

A: That is correct.

Q: Does the note cover subject property address of 412 Eastover Circle, Summerville, South Carolina?

A: That is correct.

Q: And at the time the note was signed, what was the principal amount under -- borrowed under this note?

A: It is $188,522.00.

Q: And on the same day that note was given, did the borrower also give a mortgage?

A: Yes.

MS. LYBRAND: Your Honor, may I approach the witness?

THE COURT: Yes.

MS. LYBRAND: Let the record reflect I am handing a copy to Mr. Bey.

Q: Mr. Crawford, is this a copy of the mortgage at issue in this case?

A: Yes, it is.

Q: And was this mortgage one of the documents you reviewed prior to your appearance here?

A: Yes.

Q: And as a result, are you familiar with this mortgage?

A: Yes, I am.

MS. LYBRAND: We'd like to move to enter this, copy of this mortgage into evidence as Plaintiff's Exhibit Three.

THE COURT: All right. Mr. Bey, any objection to me admitting the copy of the mortgage?

MR. BEY: Same objection as before. I object to the fact of this having nothing to secure it.

THE COURT: All right. I've going to overrule the objection. We'll allow the -- the record. You can make that argument as you deem appropriate as we go along.

MS. LYBRAND: Thank you, Your Honor.

(Plaintiff's Exhibit Number Three was admitted into evidence.)

Q: Mr. Crawford, what was the date the mortgage was signed?

A: June 27, 2014.

Q: And does this mortgage cover the same property address, 412 Eastover Circle in Summerville?

A: Yes, it does.

Q: And does this mortgage constitute a first mortgage lien on the property that we're here about today?

A: Yes.

Q: And who signed this mortgage?

A: It was executed by Ronnell Demar Walker, with two witnesses.

Q: Okay. And is the mortgage also notarized or acknowledge?

A: Yes.

Q: Is the mortgage recorded?

A: Recorded on June 3rd, 2014.

Q: Is it June 3rd?

A: I'm sorry, July 3rd.

Q: Okay. And in the ordinary course of its business, does Cenlar maintain an electronic payment history for this loan on behalf of Prime Lending?

A: Yes, we do.

Q: Hand you a copy -- Mr. Crawford, is this a copy of the payment history for this loan?

A: Yes, it is.

Q: And is this a document that you reviewed prior to your appearance here today?

A: Yes.

Q: And is this part of the plaintiff's business records?

A: Yes, it is.

MS. LYBRAND: Your Honor, we would move to admit the payment history as Plaintiff's Exhibit Four.

THE COURT: Mr. Bey, any objection?

MR. BEY: I object to Mr. Crawford's testimony on the basis of hearsay. He has no firsthand knowledge. I also object as to evidence that I have proving that the dates that he stated, the

dates that I have downloaded from the MERS website as to concerning my loan are in conflict. The note date that I have from MERS website when this note was entered in is the 20th of June. The note that Mr. Crawford has stated is the 27th of June.

THE COURT: I'm going to address the objection that you raised as to hearsay. And if discrepancies in any of the documents that may be admitted, you can certainly point those out during examination or cross-examination or oral argument as you deem appropriate. As to the objection to hearsay, I'm going to overrule as to -- this is a business record and qualifies as an exception or is not hearsay, rather, under Rule 803 and the business records statutes. So I'll allow the payment history to be admitted as Plaintiff's Number Four.

MS. LYBRAND: Thank you, Your Honor.

(Plaintiff's Exhibit Number Four was admitted into evidence.)

Q: Mr. Crawford, does the electronic payment history produced and maintained for each loan record credits and charges to the loan?

A: Yes.

Q: And are the credits and charges updated at or near the time that they occurred?

A: Yes, they are.

Q: And based upon your review of this payment history, did the borrower make payments on this loan at all?

A: Yes, a couple of payments were made.

Q: Okay. And at some point did he fall behind on his monthly mortgage payments and default under the terms of the note and mortgage?

A: Yes.

Q: And as a result of the borrower falling behind in his monthly payments, was a demand letter sent to him advising him that he was in default?

A: Yes.

MS. LYBRAND: May I approach the witness, Your Honor?

THE COURT: Yes.

MR. BEY: Objection, Your Honor, I received no such demand letter.

THE COURT: You got a copy of it in front of you?

MR. BEY: Yes, I do.

THE COURT: All right. So your objection is that you did not receive a copy of it?

MR. BEY: I object to this even being substantiated because, as I stated before, there is nothing to

substantiate any loan being given.

THE COURT: All right. As to this document, the basis of your objection is that you never received it; is that right?

MR. BEY: Correct.

THE COURT: Okay. All right. And again, you can point that out through argument or testimony as you deem appropriate. I will allow it as a part of the business records.

MS. LYBRAND: And just for the record, move to admit this demand letter as Plaintiff's Exhibit Five.

THE COURT: I admit it over Mr. Bey's objection.

MS. LYBRAND: Thank you, Your Honor.

(Plaintiff's Exhibit Number Five was admitted into evidence.)

Q: Mr. Crawford, is this a copy of the demand letter that is in the business records of the plaintiff?

A: Yes, it is.

Q: And what's the date of this demand letter?

A: December 17, 2014.

Q: And what does the demand letter advise that the due date is on the loan?

A: It advise the borrower account is due for November 1st, 2014.

Q: And according to your review of the records, does this due date remain the same today?

A: Yes, it is.

Q: And to confirm, the borrower has not cured the delinquency of this loan; is that correct?

A: That is correct.

Q: Does the borrower owe certain sums of money to the plaintiff?

A: Yes.

MR. BEY: Objection, Your Honor.

THE COURT: And what's the objection?

MR. BEY: The borrower -- the alleged borrower never received any monies from alleged plaintiff.

THE COURT: All right. I'm going to overrule that objection. Again, you can make that argument as appropriate.

Q: Have you reviewed the records of the plaintiff to determine what that amount is that is owed?

A: Yes.

Q: And has Cenlar produced an affidavit detailing the amounts owed on the account?

A: Yes.

Q: And have you reviewed that affidavit as part of your review of the business records?

A: Yes, I have.

MS. LYBRAND: Your Honor, may I approach the witness?

THE COURT: Yes.

Q: Is this the original affidavit of verified statement of account on this loan?

A: Yes.

Q: And based upon your review of this file, including the payment history and other business records of the plaintiff, are these numbers in the affidavit true and correct?

A: That is correct.

Q: And the affiant of this affidavit, does this affiant have authority to execute this affidavit on behalf of the plaintiff?

A: Yes.

MS. LYBRAND: Move to exhibit -- or to enter Exhibit, the affidavit of verified statement of account, as Exhibit Number Six, Your Honor.

THE COURT: Mr. Bey?

MR. BEY: Objection. I have no -- I don't know who this is. I've never had any contract with this person.

THE COURT: Okay. All right. Again, you can point that out as appropriate. I'll allow it as a part of the business records.

MS. LYBRAND: Thank you, Your Honor.

(Plaintiff's Exhibit Number Six was admitted into evidence.)

Q: According to your review of the business records, Mr. Crawford, and this affidavit, what is the principal amount due on this loan?

A: $187,740.05.

Q: And what is the interest owed on this loan through October 1st of 2016?

A: $15,957.84.

Q: And is the plaintiff seeking additional interest through November 1st, 2016, in its judgment?

A: Yes.

Q: And is that amount $664.91?

A: I believe so, yes.

Q: And can you tell me the reason why you're seeking interest through November 1st on this loan as opposed through today's date?

A: Because this is an FHA loan and the payoff is always due on the 1st of each month.

Q: Thank you. Are there escrow advances due on this loan?

A: Yes.

Q: And what is the amount of the escrow advances due?

A: That amount is $12,816.54.

Q: And what are those escrow advances typically for?

A: Escrow would be taxes, insurance.

Q: Okay. Hazard insurance?

A: Hazard insurance.

Q: Okay. And are there any corporate advances on this loan?

A: Yes.

Q: And what is the amount of those corporate advances?

A: Be $444 and -- well, $440.00.

Q: And do you know what those corporate advances are?

A: Corporate advances would be property preservation, the loan is in default, someone goes out to the property to see if it's occupied. If we have -- if the property is vacant, we have to do any kind of maintenance. SO those would be any kind of servicing advances made on behalf of the loan.

Q: Okay. Thank you. And so through October 1st of 2016, what is the total amount due?

A: Total amount is $216,954.43.

Q: And then plus the additional $664.91 in interest, does the total debt prior to the

addition of attorney's fees and costs equal $217,619.34?

A: That's about -- yes, ma'am.

Q: Okay. And does the plaintiff ask for reasonable attorney's fees and costs as part of this action?

A: Yes.

MS. LYBRAND: Your Honor, we would like to, at this time, move to admit a copy of the affidavit of attorney's fees and the affidavit of costs relative to this matter. This is the original for the court reporter. Did you want a copy as well, Your Honor?

THE COURT: Yes, please.

MS. LYBRAND: I think they're both together, stapled together, so there's an affidavit of attorney's fees and then a separate affidavit of costs.

THE COURT: Mr. Bey, any objection to the affidavit of attorney's fees? Not as to the specific figures but just a submission of the affidavit itself?

MR. BEY: Objection. I've have no prior, I mean, time to review the information being entered. Request the time to review the information being entered before I agree.

THE COURT: I'm going to admit the affidavit. As to

the sufficiency and the adequacy of the fees and the proper amount, I'm going to reserve, at least at this moment, the ability to review that, and that will give you an opportunity to take a look at it and question those fees if you wish. So I'm going to go ahead and admit. I'm not allowing those fees in that amount. But I'm going to allow the document entered and then we'll talk about the fees a little bit down the road. All right.

(Plaintiff's Exhibit Number Seven was admitted into evidence.)

MS. LYBRAND: Your Honor, I have no further questions for this witness.

THE COURT: Okay. All right. Mr. Bey, you can ask questions to Mr. Crawford.

CROSS-EXAMINATION BY MS. LYBRAND:

Q: Mr. Crawford, have you ever met me before --

A: No.

Q: -- this day?

A: No.

Q: Do you have any firsthand knowledge of any personal injury occurring to said plaintiff?

A: I'm not sure I understand your question as far as --

Q: Were you present when the alleged loan was created?

A: No.

Q: So therefore you have no personal knowledge of any injury to said plaintiff?

A: I was not present at closing, but as far as injury, I'm not understanding that part of the question.

MS. LYBRAND: Objection, Your Honor, this is a factual witness as opposed to -- he's not going to be able to answer the legal basis of the plaintiff's claim.

THE COURT: It's cross-examination. I'll let him ask.

Q: So you can only offer hearsay statements. You do not have any firsthand personal knowledge of any financial injury ever occurring to plaintiff? Those documents were given to you from a computer system, yes?

A: Again, I don't understand your part of injury. I did review the business record in preparation for this trial.

Q: And again, under the Rules of South Carolina Procedure, 602, lack of personal knowledge, your witness may not testify if he does not have personal knowledge of financial injury to said

plaintiff. So I ask again, Mr. Crawford, do you have any firsthand knowledge of injury to said plaintiff, personal, physically?

A: Again, I do not understand your question about personal physical injury. I don't -- if you can explain that question better, I may be able to answer your question, but I'm not understanding that part of your question.

Q: Okay. Mr. Crawford, did you personally witness me sign a loan or receive a loan from said witness -- said plaintiff? I apologize.

A: I stated --

Q: Were you present?

A: I stated before I was not part of your closing.

Q: So you do not possess firsthand knowledge or any of this documentation that you currently have in possession?

MS. LYBRAND: Your Honor, I'm going to have to make an objection. I think the question is being asked over and over again, and the witness has already answered that he is not aware of what Mr. Bey is referring to.

THE COURT: You need to -- so far he hasn't been able to answer because either he doesn't understand or he's told you that he was not present, didn't

understand the question. If you want to rephrase the question, please do so. Don't ask the same one over and over.

MR. BEY: Under South Carolina Rules, lack of personal knowledge, Mr. Crawford has been your witness has to possess firsthand knowledge of the injury to said plaintiff.

THE COURT: All right. That can be part of your argument later on. If you want to ask more questions, you can do that now.

MR. BEY: Okay. I prefer that I move that everything -- - all statements made by Mr. Crawford be listed as hearsay and not admissible --

THE COURT: Any further --

MR. BEY: On the basis --

THE COURT: -- any further questions for Mr. Crawford?

MR. BEY: No. Just on the basis of South Carolina Rule 602, lack of personal knowledge.

THE COURT: Okay. All right. So as to your motion to strike the testimony, I'm going to deny that. We'd addressed each of those objections in turn as we went forward, so. All right. Any further witnesses?

MR. BEY: On the record, for the record, you're denying my rights?

THE COURT: No, I'm denying your request that the testimony be stricken.

MR. BEY: On the grounds of?

THE COURT: I've addressed that. It's adequate in the presentation and the information provided is relevant and admissible, as I had already -- as had been put on the record. So I've denied that motion. You finished with the questions. I'm moving on.

MR. BEY: Like Mr. Crawford said, I don't understand why.

THE COURT: No. No, you don't -- no. I've ruled. And that means it over. You don't get to keep arguing after I've ruled. Yes, ma'am, Ms. Lybrand.

MS. LYBRAND: I don't have any further questions for this witness. I would like to put the remaining figures on the record and put in the notice of hearing as an exhibit.

THE COURT: Mr. Crawford, you can step down. What additional information or documentation do you want to add?

MS. LYBRAND: I just want to put on the record that in conjunction with the figures that were testified to by Mr. Crawford, the total attorney's fees as

outlined in the affidavit were a total -- in total of $9,345.00. The total cost outlined in the affidavit of costs is $1,627.10. And so for a total amount that the plaintiff is seeking including those attorney's fees and costs and the additional interest through November 1st, the total debt would be $228,591.53. And further, Your Honor, we would like to put a copy of the notice of hearing into the record as an exhibit.

(Plaintiff's Exhibit Number Eight was marked for identification purposes.)

THE COURT: Mr. Bey, any objection to putting the notice of today's hearing into the record.

MR. BEY: Same objection as before. I have not received any monies from said plaintiff; therefore, they're not entitled to any --

THE COURT: All I'm asking about is the notice of hearing. Did you get this notice of hearing telling you to be here today? I'll take that as a yes. It's been filed and it's appropriate. So we'll admit that.

MR. BEY: Addressing the wrong person.

THE COURT: I'm sorry.

MR. BEY: This was sent but it was not addressed to me.

THE COURT: Who is it addressed to?
MR. BEY: My estate Ronnell Demar Walker.
THE COURT: And were you previous known as Ronnell Demar Walker?
MR. BEY: Yes, before I corrected it and proclaimed my nationality.
THE COURT: Okay.
MR. BEY: Corrected my status.
THE COURT: At the time this was instigated in June of 2014, you were known as Ronnell Demar Walker; is that right?
MR. BEY: Was not. Incorrect.
THE COURT: Were you known as Ronnell Demar Walker in June of 2014?
MR. BEY: I was called by that name, yes.
THE COURT: Okay. All right. Do you want to present any testimony?
MR. BEY: As in pertaining to this case there is no --
THE COURT: The only reason we're here is about this case, so yeah, I'm asking you about this case --
MR. BEY: You didn't let me finish.
THE COURT: -- do you want to present any testimony?
MR. BEY: Yeah.
THE COURT: Okay. Well, come on up here. We're going to get you sworn in.

RONNELL DEMAR BEY, being duly sworn and cautioned to speak the truth, the whole truth and nothing but the truth, testifies as follows:

DIRECT TESTIMONY BY MR. BEY:

THE COURT: Okay. Thank you, sir, you can be seated. And same as with the other witness, give your full name and your address, and spell your last name for the court reporter.

MR. BEY: I am Ronnell Demar Bey. R-O-N-N-E-L-L, Demar, B-E-Y.

THE COURT: And the address?

MR. BEY: I am in care of residence, 412 Eastover Circle.

THE COURT: City?

MR. BEY: Summerville, South Carolina, republic.

THE COURT: Does it have a zip code?

MR. BEY: Caption 29483, end caption.

THE COURT: All right. So I'll hear from you. What testimony do you want to tell me about?

MR. BEY: Plaintiff has not proven without reasonable doubt that there are any -- that the plaintiff has suffered any financial injury. I've been repeatedly denied my due process rights that are secured by the Constitution, Amendment VI, to rights that everything against me. I have made

numerous attempts to confer in order to retain this documentation records and information to which I have been repeatedly denied. I possess certified receipts of my conference -- well, my trying to confer with plaintiff so they were properly notified. Plaintiff is in said default and has been in said default under discovery and disclosure since February 24th of this year. Plaintiff has brung in a witness that I have no firsthand knowledge, I've never met. He also admitted under oath that he has no firsthand knowledge to any financial injuries to plaintiff.

MS. LYBRAND: Objection, Your Honor. That's not the nature of the testimony.

THE COURT: Overruled. He can testify. Go ahead, Mr. Bey.

MR. BEY: I have received recent documentation just this morning that I have not been able to prepare for. And I request time to prepare for that as well.

THE COURT: What documents are you referring to?

MR. BEY: The documents on my table about the extended 15 days or some questions that I need to be answering. I have not received -- she said

earlier that she did not have my email and she could not get the information to me before today.

THE COURT: Tell me specifically what documents you're referring to that you --

MR. BEY: I would have to grab them off of that desk. I don't remember exactly what it said, but I was confronted with it when I had this -- when I came in this morning.

THE COURT: Okay. All right.

MR. BEY: So with that being said, I request time to review those documents. I also request that this court strike everything that's been said from said witness today under not having any personal knowledge. I also request the right to a jury trial and to face my accuser. To which Ms. Lambridge is the agent and not the principal. And this is -- I also -- therefore, there is no facts on the record. There is nobody here for me to cross-examine because said witness was not present and has no personal knowledge.

THE COURT: All right. Why don't you point to the specific documents that you received today that you're requesting additional time or have issue

with.

MR. BEY: I think it's a -- I think that's it. She gave it to me as soon as I walked in. The first one y'all gave to me. She should know. No, that's not it. I'm sorry. That's not it.

MS. LYBRAND: It's over on the other side. This one?

MR. BEY: Yeah.

MS. LYBRAND: That one?

MR. BEY: Yes.

THE COURT: And what document is that?

MR. BEY: The order as to motion to dismiss.

THE COURT: That was the order that was reduced to writing following our hearing in August, which I had issued from the bench and that's just setting forth the same thing that I said from the bench. Is there anything else that you indicated that you did not have an opportunity to review prior to today?

MR. BEY: Yeah, I haven't received adequate information or records on anything that I've asked for. I received information that has had the majority of the --

THE COURT: My question was is there any of the specific documents that you received today that you are contending you did not have adequate

opportunity to review to go forward today?

MR. BEY: Yes. The sums and the amounts and everything that she entered into evidence.

THE COURT: Payment history?

MR. BEY: Payment history is irrelevant when there isn't a loan to secure anything that she's claiming.

THE COURT: Anything further?

MR. BEY: Nothing further.

THE COURT: Okay. Mr. Bey, I'm going to hand you my copy of the affidavit of attorney's fees. Do you have objections, questions, comments or observations relative to the amounts of this request for attorney's fees?

MR. BEY: Objection. The amounts listed are in lieu of a loan being issued between me and the said plaintiff to which I have not been given any documentation to prove that, no factual documentation as to date.

THE COURT: Will you dispute the requested --

MR. BEY: Yes, I do.

THE COURT: -- amounts? Why do you dispute the requested amounts?

MR. BEY: Because I was never given any monies from said plaintiff to owe any amounts to any said

plaintiff.

THE COURT: Do you have specific objections as to any of the costs that have been allegedly incurred on behalf of this plaintiff in the prosecution of this action?

MR. BEY: Yes. These costs were incurred in lieu of an alleged loan being issued.

THE COURT: Okay. Do you contend that any of those were not actually incurred by the plaintiff --

MR. BEY: The basis --

THE COURT: -- or are you just objecting to the basis for them being incurred?

MR. BEY: I'm objecting to the basis of them being incurred.

THE COURT: Okay. So you're not objecting to them having been incurred, just as to the basis?

MR. BEY: I'm objecting to them not having -- I'm objecting to them in lieu of them not -- those being -- in lieu of an alleged loan that was never an issue. There's no --

THE COURT: I take that to mean you're objecting to the basis but --

MR. BEY: Exactly.

THE COURT: -- not the actual --

MR. BEY: Yes.

THE COURT: -- amounts. Is that right?
MR. BEY: That's correct.
THE COURT: Okay. And is that likewise apply to the amount of the attorney's fees requested?
MR. BEY: Likewise.
THE COURT: Okay. All right. Any cross-examination?
MS. LYBRAND: Very briefly, Your Honor.

CROSS-EXAMINATION BY MS. LYBRAND:

Q: Mr. Bey, when did you come to be known by the name Ronnell Demar Bey?
A: I've always been Ronnell Demar Bey?
Q: Were you previously known by another name?
A: I was previously talked to as Ronnell Demar Walker --
Q: And when --
A: -- before I -- go ahead.
Q: When did you shed that name as something that you were willing to answer to?
A: A few years ago.
Q: Do you remember precisely?
A: Not precisely. A few years ago.
Q: Okay. And what is the basis of your claim to the property at 412 Eastover Circle, Summerville, South Carolina?
A: Basis of the claim to the property because it's

mine by inheritance.

Q: It's yours by inheritance. An inheritance from who?

A: Because I'm the only one that actually put actual monies down and can prove that I put monies down on the said property. Plaintiff has proven -- has not proven where they have any interest in said property.

Q: Who did you inherit the property from?

A: The question is irrelevant.

MS. LYBRAND: I believe that's an objection, Your Honor.

THE COURT: Just move along.

MS. LYBRAND: Okay.

Q: Do you recall ever purchasing this property from an entity known as Fanny Mae?

A: I recall going to what was called -- what was alleged as a closing.

Q: Okay. And based upon your recollection, what occurred at that closing?

A: Apparently -- allegedly I was given a loan to where I'm being refused now the document to prove that.

Q: Do you recall ever signing any documentation at that closing?

A: Pursuing an alleged loan that was supposed to be issued under coercion.

Q: Okay. So your claim is is that you were coerced to enter this loan?

A: Yes. Under the auspices that I was going to be given a loan.

Q: Can you clarify that statement?

A: That Prime Lending apparently said that they gave me a loan. But from then to now, to date, there is no records on it, or apparently I'm being denied those records.

Q: Okay. Can I clarify your testimony for my benefit and you tell me if I'm telling -- if I'm saying the wrong thing? It's based upon your testimony, you're saying that you agree that you signed loan paperwork but you believe that you were to receive cash species money as a result of that loan paperwork; is that correct?

A: I signed that paper under coercion that I was being given a loan.

Q: Okay. But you do admit that you signed the documents?

A: Under coercion that I was being given a loan.

Q: Okay. And the loan under your definition is money?

A: Monies. That's what they're asking for in return.

Q: Okay.

MS. LYBRAND: Your Honor, I don't have any further questions.

THE COURT: Okay. You can step down, Mr. Bey. All right. Anything further from the defense from Mr. Bey, anything further.

MR. BEY: I did not receive adequate information to prepare a defense.

THE COURT: And my question is now was there any other testimony or witnesses or documents that you want to present for me to consider?

MR. BEY: One second, Your Honor. The document that was pulled of the MERS website that she said before about the days being conflicting, what was your -- did you rule on that?

THE COURT: No, I hadn't heard that argument yet. You mentioned it but hadn't argued that. Where we're at right now is is there any documents or testimony that you want to put into evidence. If so you've got to tell me about it now.

MR. BEY: Yes.

THE COURT: Okay. And did you give Ms. Lybrand a copy of that document?

MR. BEY: No, I didn't.

MS. LYBRAND: I'm okay.

THE COURT: Let me take a look. Tell me what this is and why should I admit it.

MR. BEY: Mr. Crawford has testified to the note being executed on the 17th of June. This document was pulled off of the actual MERS website that's referenced in my actual -- in the alleged mortgage. From the implication on their website with -- and the way this is tied in and should be admissible is through the first account number that I received from them. I placed that account number in there and this is what I received. We're being told today by said witness that this alleged note was executed on the 27th -- I mean on the 27th, yes. But this documentation from MERS itself from their website says that the note was executed on the 20th. I would like some clarification on that. And since said witness testified under oath to a different date, that's a conflict of interest.

THE COURT: So you're telling me that this document is something from MERS and it shows the note date as 6/20/14 and that you take issue with that; is that right?

MR. BEY: Yes.
THE COURT: Okay. And that note that was put into evidence was --
MR. BEY: The 27th.
THE COURT: I guess my question was you got a copy of the note.
MR. BEY: So exactly how can that be --
THE COURT: Do you see where it's marked through and it's got 20 on there and then it's got 27 above it? You see that?
MR. BEY: Yeah, but I also see from the website when that note was initiated.
THE COURT: I'm not sure if I'm following. I see 6/20 on the note. I see it marked out. I see some initials next to it. I've got this document that you're asking to be admitted and that creates a conflict.
MR. BEY: Yes.
THE COURT: If I admit this document into evidence and it says 6/20/14 note date on it, and I've got the original note or a copy of the original note in there, tell me what the significance of the difference is.
MR. BEY: There's no way that a note could have been authenticated or even generated on the 20th if I

didn't sign the note till the 27th. If I didn't allegedly sign for the loan on the 27th.

THE COURT: So your position is that it wasn't -- that this demonstrates that there was no proper note or loan on whatever the date was, on 6/20 or 6/27; is that right?

MR. BEY: That is -- exactly. That is the basis for my request for a discovery disclosure, to clarify whether or not we had --

THE COURT: Now, we're not going to go back and visit discovery --

MR. BEY: I understand.

THE COURT: -- because we've already addressed all that. Ms. Lybrand, any objection to this being admitted into evidence?

MS. LYBRAND: Yes, Your Honor, that document has not been authenticated or otherwise provide -- he has not provided any witness or affidavit which would authenticate that document as being a truthful and accurate representation of the MERS website or the MERS records.

THE COURT: I'm going to allow it and I'll allow the implication or the effect as I deem appropriate. All right. Other than that document, any other document that you need to present as the

defendant?

(Defendant's Exhibit Number One was admitted into evidence.)

MR. BEY: My other document is the actual original note that I signed and --

THE COURT: So you have the original note that you signed?

MR. BEY: The one that I signed and also notes to where -- the way I look at it we have no recollection of a person by the name of Susan Safil. I've never met this individual. The note that I signed was in blank. I'd like for said plaintiff to explain why that was in blank an who is said Susan --

THE COURT: All right. You're confusing the situation. You've finished testimony. I'd asked you for anything additional that you were going to present. Do you have any other witnesses or documentation that you want to present?

MR. BEY: No, not at this time, Your Honor.

THE COURT: Okay. This is the only time. Once I close the evidence, we're done. Do you understand that?

MR. BEY: No, I do not.

THE COURT: All right. Well, that seems to be self-

explanatory. All right. Anything further from the plaintiff?

MS. LYBRAND: No, Your Honor.

THE COURT: Okay. Ms. Lybrand, I want you to prepare an order, an order of foreclosure.

MS. LYBRAND: I have a proposed order, but you want me to make changes?

THE COURT: Well, I'll take your proposed order for review and maybe you should forward it to me by way of email if I deem it necessary to make any adjustments or changes in the order to apply to what occurred today and that may very well happen. Mr. Bey, I'm taking this proposed order as something to consider. I'll adjust it to reflect, like I said, any changes, differences or adjustments that I think are necessary in order to reflect my rulings and positions here today. But I'm going to grant the relief. I'm going to establish the amount based upon the figures here in front of me. I can't call them out specifically, but I'll make that determination in that amount and order the foreclosure sale of the property. There will be a foreclosure sale notice they'll execute. I do not know what the date of that will be. It

usually is -- the sales dates are usually the first week of the month on Wednesday. It will either be November, December, possibly January. A copy of that will be sent to you. Once I finalize the order, it will be filed and a copy will be sent to you at the Eastover address that you provided. And upon receipt of that you can take any steps you feel necessary as to appeal or motions as are appropriate. All right? Anything further.

MS. LYBRAND: Nothing further from the plaintiff, Your Honor.

THE COURT: All right. Thank you, Ms. Lybrand. Thank you, Mr. Bey. Good luck for you.

MR. BEY: For the record, on the record, let the records show that I will be filing a counterclaim for fraud upon the Court and violation of human rights as well as civil rights.

THE COURT: And you absolutely file whatever you feel is necessary to protect yourself as appropriate. Good luck to you, Mr. Bey.

(There being nothing further, there hearing concluded at 10:44 a.m.)

CERTIFICATE OF REPORTER

I, JAIME D. NEWTON, COURT REPORTER AND NOTARY PUBLIC IN AND FOR THE STATE OF SOUTH CAROLINA AT LARGE, HEREBY CERTIFY THAT I REPORTED THE FINAL FORECLOSURE HEARING ON THURSDAY, THE 13TH OF OCTOBER 2016, AND THAT THE FOREGOING 55 PAGES CONSTITUTE A TRUE AND CORRECT TRANSCRIPTION OF SAID HEARING.

I FURTHER CERTIFY THAT I AM NEITHER ATTORNEY NOR COUNSEL FOR, NOR RELATED TO OR EMPLOYED BY ANY OF THE PARTIES CONNECTED WITH THIS ACTION, NOR AM I FINANCIALLY INTERESTED IN SAID CAUSE.

I FURTHER CERTIFY THAT THE ORIGINAL OF SAID TRANSCRIPT WAS THEREAFTER SEALED AND DELIVERED TO ERICA G. LYBRAND, ESQUIRE, ROGERs, TOWNSEND & THOMAS, PC, 1221 MAIN STREET, 14TH FLOOR, COLUMBIA, WHO WILL RETAIN THIS SEALED ORIGINAL TRANSCRIPT AND SHALL BE RESPONSIBLE FOR FILING SAME WITH THE COURT PRIOR TO TRIAL OR ANY HEARING WHICH MIGHT RESULT IN A FINAL ORDER ON ANY ISSUE.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS 23RD DAY OF NOVEMBER, 2016.

Jaime Newton

JAIME D. NEWTON, COURT REPORTER

MY COMMISSION EXPIRES MAY 14, 2017

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2015-CP-08-00965

PrimeLending, A PlainsCapital Company
PLAINTIFF(S)

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

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

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

FILED
16 OCT 18 PM 1:57
BERKELEY COUNTY, SC
CLERK OF COURT
TERRY P. HORN

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT.** ☐ See Page 2/3 for additional information.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other _____

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

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

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

ORDER INFORMATION

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

INFORMATION FOR THE JUDGMENT INDEX

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

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

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the County of Berkeley, State of South Carolina, and known and designated as Lot 13, Phase I, on a plat by Harold J. Willson, Surveyor, dated April 9, 1985, entitled "Phase I of Dovewood Subdivision, South Pointe Development Owned by Finucan Peters Development, Inc., located in the Town of Summerville, Dorchester County, South Carolina", recorded in the Office of the Clerk of Court for Dorchester County, in Plat Cabinet E, Slide 164, and recorded in the RMC Office for Berkeley County in Plat Cabinet F, Page 66; said lot having such location, butting, bounding and measurements as will by reference to said plat more fully appear.
This being the same property conveyed to Ronnell D. Walker by deed Fannie Mae a/k/a Federal National Mortgage Association, dated June 27, 2014 and recorded July 3, 2014 in Book 10838 at Page 41 in the Office of the Register of Deeds for Berkeley County.

TMS# 2320701013

412 Eastover Circle
Summerville, SC 29483

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

Circuit Court Judge/Master in Equity/Special Referee | 3079 Judge Code | 10/18/16 Date

For Clerk of Court Office Use Only

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

Erica G. Lybrand
Rogers Townsend & Thomas, PC
P.O. Box 100200
Columbia, SC 29202-3400
ATTORNEY(S) FOR THE PLAINTIFF(S)
506951-00925 EL1

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

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

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

Court Reporter:

-172-

STATE OF SOUTH CAROLINA COUNTY OF BERKELEY PrimeLending, A PlainsCapital Company, Plaintiff, v. Ronnell Demar Walker a/k/a Ronnell D. Walker; South Pointe Homeowners Association; Defendant(s).	IN THE COURT OF COMMON PLEAS DOCKET NO. 2015-CP-08-00965 **JUDGMENT OF FORECLOSURE AND SALE** Deficiency Judgment Waived

(506951-00925 EL1)

Erica G. Lybrand, Esquire
Attorney for the Plaintiff

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

FILED
16 OCT 18 PM 1:57
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, S.C.

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

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IT IS THEREFORE ORDERED:

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

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

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

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

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

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

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

b. Interest on the balance of the bid after the deposit is applied shall be paid through the day of compliance at the Note rate of 4.25%.

c. The sale shall be subject to taxes and assessments, existing easements and restrictions, and any other senior encumbrances.

d. Purchaser shall pay for any statutory commission on sale from the proceeds of the final bid amount.

e. Purchaser shall pay for deed preparation, costs of recording the deed, and transfer taxes on the deed.

f. Purchaser shall be entitled to possession of the premises only after Purchaser fully complies with the bid amount and a deed is issued by the Master in Equity or Special Referee.

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

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

9. The Master in Equity will give notice of the time and place of the sale by advertisement according to law and the terms thereof by advertisement according to law and will execute to the Purchaser a deed to the property sold. Plaintiff or any other party to this action may become a purchaser at such sale. If, upon such sale being made, the Purchaser should fail to comply with the terms thereof within 30 days after date of sale, then the Master in Equity may advertise the said premises for sale on the next or some other subsequent sales day at the risk of the highest bidder and so from time to time thereafter until a full compliance shall be secured.

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

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

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

FIRST: To the payment of the permitted costs, charges, and expenses of this action, including any attorney fee awarded under this or any other Order of this Court;

NEXT: To the payment to Plaintiff or Plaintiff's attorney of the amount of Plaintiff's debt and interest or so much thereof as the purchase money will pay on the same; and the Plaintiff's attorney shall receive and disburse such funds only in absolute compliance with Plaintiff's principal, interest allowable

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

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

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

14. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in the event the successful bidder is other than the Defendant in possession herein, the Sheriff, upon receipt of a Writ of Assistance or other order of ejectment, is authorized and directed to eject and remove from the premises the occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

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

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

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

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

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

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

DW

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

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

Property Address: 412 Eastover Circle
Summerville, SC 29483

TMS# 2320701013

Dale E. Van Slambrook
Berkeley County Master in Equity

10/18, 2016
Moncks Corner, South Carolina

NOTICE OF SALE

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

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the County of Berkeley, State of South Carolina, and known and designated as Lot 13, Phase I, on a plat by Harold J. Willson, Surveyor, dated April 9, 1985, entitled "Phase I of Dovewood Subdivision, South Pointe Development Owned by Finucan Peters Development, Inc., located in the Town of Summerville, Dorchester County, South Carolina", recorded in the Office of the Clerk of Court for Dorchester County, in Plat Cabinet E, Slide 164, and recorded in the RMC Office for Berkeley County in Plat Cabinet F, Page 66; said lot having such location, butting, bounding and measurements as will by reference to said plat more fully appear.
Derivation: Book 10838 at Page 41
412 Eastover Circle, Summerville, SC 29483

TMS# 2320701013

FILED
2016 OCT 18 PM 1:17
BERKELEY COUNTY, S.C.
CLERK OF COURT
BROWN

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

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

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

Dale E. Van Stambrook
Master in Equity for
Berkeley County

John J. Hearn, Esq.
Attorney for Plaintiff
P.O. Box 100200
Columbia, SC 29202-3200
(803) 744-4444
006951-00925
Website: www.rtt-law.com (see link to Resources/Foreclosure Sales)

NOTICE TO PRINTER: Please insert:

_____Once during week commencing _____
_____Once during week commencing _____
_____Once during week commencing _____

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

PrimeLending, A PlainsCapital Company,

Plaintiff,

v.

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

Defendant(s).

(006951-00925)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 15-CP-08-00965

ORDER OF REFERENCE

Deficiency Judgment Waived

FILED
15 SEP 14 PM 4:54
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, S.C.

Pursuant to Rules 53(b) of the South Carolina Rules of Civil Procedure, the above-entitled case is an action for foreclosure and may be referred to a Master in Equity or Special Referee in the above-entitled county by order of a circuit court judge or the clerk of court.

IT IS HEREBY ORDERED, that this action is referred to the Honorable Dale Van Slambrook, as Master in Equity to take testimony and to direct entry of final judgment in this action under Rule 53(b), SCRCP, and all matters arising from or reasonably related to such action. The Master in Equity shall retain jurisdiction to perform all necessary acts incident to this foreclosure action including issuance of a writ of assistance or issuance of any rule to show cause including but not limited to any rule to show cause why a party should not be bound by the judgment of foreclosure. Further, the Master in Equity shall retain jurisdiction to hear any action contesting the validity of the foreclosure action or sale or any motions pursuant to the South Carolina Rules of Civil Procedure including but not limited to Rule 60(b). Judicial sales will be conducted pursuant to S.C. Code Section 15-39-680 or on any other convenient sale's date as may be determined by the Master in Equity/Special Referee.

The hearing shall be held in the Office of the Honorable Dale Van Slambrook, as Master in Equity for Berkeley County, located at:

Courthouse Annex, 300-B California Avenue
Moncks Corner, SC 29461

Mary P. Brown IDW

___ Circuit Court Judge for Berkeley County or
_✓_ Clerk of Court for Berkeley County

Moncks Corner, South Carolina

9/14, 2015.

STATE OF SOUTH CAROLINA COUNTY OF BERKELEY PrimeLending, A PlainsCapital Company, Plaintiff, v. Ronnell Demar Walker a/k/a Ronnell D. Walker; South Pointe Homeowners Association; Defendant(s). (006951-00925)	IN THE COURT OF COMMON PLEAS DOCKET NO. 2015-CP-08-[illegible] COMPLAINT (NON-JURY) FORECLOSURE OF REAL ESTATE MORTGAGE Deficiency Judgment Waived

FILED
2015 APR 17 PM 12:03
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, SC

Plaintiff alleges:

1. This is an action for the foreclosure of a mortgage upon certain real estate in Berkeley County, South Carolina.

2. Pursuant to S.C. Code Section 33-15-101(b)(8) Plaintiff is a corporation or other legal entity collecting debts and / or enforcing mortgages, security interests or other rights in property securing debts.

3. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.

4. The Plaintiff's servicing agent for the mortgage loan described in this foreclosure action is participating in the Home Affordable Modification Program ("HMP"), but the subject loan is not eligible for modification because the loan is a Federal Housing Administration loan which is not eligible for HMP as contemplated under the Administrative Order issued by the Supreme Court of South Carolina on May 22, 2009.

5. Some lien on or interest in the real estate, the subject of this action, may be claimed by the Defendant(s) herein.

6. The Defendant(s) herein described as judgment creditors have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the

provisions of South Carolina Code Section 15-35-840.

7. Heretofore, on or about June 27, 2014, Ronnell Demar Walker made, executed and delivered a certain Fixed Rate Note ("Note") in the principal sum of $188,522.00, payable in monthly installments.

8. In order to secure the payment of the Note according to the terms and conditions thereof, Ronnell Demar Walker made, executed and delivered unto Mortgage Electronic Registration Systems, Inc., as nominee for PrimeLending, A PlainsCapital Company, its successors and assigns a certain real estate mortgage ("Mortgage") covering the following described property and any and all improvements to the property, including but not limited to a mobile/manufactured home:

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

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

Property Address: 412 Eastover Circle
Summerville, SC 29483

TMS# 2320701013

9. The Mortgage was signed, witnessed and probated June 27, 2014; thereafter the Mortgage was recorded in the Office of the RMC/ROD for Berkeley County on July 3, 2014, in Mortgage Book 10838 at Page 47. This Mortgage was assigned to PrimeLending, A PlainsCapital Company by assignment dated April 2, 2015 and recorded April 8, 2015 in Book 11310 at Page 74.

10. The Mortgage evidences and secures the repayment of money advanced by Plaintiff or its predecessor in interest to, or on behalf of, the mortgagor(s) and constitutes a lien on the mortgaged premises.

11. After all payments received by the Plaintiff have been credited to the subject loan, the loan is in default and due for November 1, 2014, and the conditions of the Note and Mortgage have been broken. Plaintiff elects to and does declare the entire balance of said indebtedness due and payable, and that there is due on the Note and Mortgage as of November 1, 2014, the principal sum of $187,740.05, with interest from October 1, 2014, advances, late charges, and also for the costs and disbursements of this action, including attorney's fees.

12. Plaintiff's right to a personal or deficiency judgment pursuant to South Carolina Code Sections 29-3-650 and 29-3-660 is expressly waived.

13. Pursuant to the terms of the Mortgage, Plaintiff has employed counsel to prosecute this action and a reasonable value of services of counsel in this action is the sum as the Court may find appropriate.

14. Plaintiff may be forced to pay sums for taxes and insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

15. Pursuant to the terms of the Mortgage and applicable state law, Plaintiff requests the mortgage be foreclosed and that the property be sold at public auction in accordance with law, subject to any liens for taxes, special assessments of record against such property, and existing easements or restrictions of record.

16. The hereinafter named Defendant(s) may have some interest in or lien upon the premises covered by the Mortgage set forth above, or some part thereof, but that such interests or liens are junior and subsequent to the lien of Plaintiff's Mortgage or, if specified below, have been paid in full and either should be satisfied of record or the lien released from the subject real estate. Said liens or interests are of record in the Office of the RMC or Clerk of Court of the aforesaid county and are described as follows:

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

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

(1) Under the direction of this Court, ascertain and determine the amount due upon the Note and Mortgage held by Plaintiff together with attorney's fees and costs of this action.

(2) Declare Plaintiff's Mortgage a lien and render judgment of foreclosure for the amount so found to be due and owing thereon, together with any ad valorem taxes, or insurance premiums, and any other expenses which may be due and have been advanced by Plaintiff, with reasonable attorney's fees, and for the costs of this action.

(3) Order the reimbursement of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency.

(4) Appoint a Receiver to collect the rents, issues, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this

Court.

(5) Under the direction of this Court, sell the mortgaged premises, bar any equity of redemption, and apply the proceeds of sale as follows:

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

Second, to the payment and discharge of the amount due on Plaintiff's Note and Mortgage, together with attorney's fees as aforesaid; and

Third, to the distribution of any surplus pursuant to Rule 71, of the South Carolina Rules of Civil Procedure;

(6) Issue an order directing the Sheriff of Berkeley County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property should the same become necessary;

(7) Order such other and further relief as may be just and proper.

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF
Robert P. Davis (SC Bar #74030)
H. Guyton Murrell (SC Bar # 064134)
Kevin T. Brown (SC Bar # 064236)
Jason D. Wyman (SC Bar # 100271)
Ashley M. Wheeling-Goodson (SC Bar # 101423)
Andrew W. Montgomery (SC Bar #79893)
John J. Hearn (SC Bar # 6635)
Nikole Haltiwanger (SC Bar # 70491)

220 Executive Center Drive
Columbia, SC 29210

Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina
April 14, 2015

Affidavit of Service

DOCKET NUMBER: 15-CP-08-00965 FILE NUMBER: 006951-00925
COURT OF COMMON PLEAS FOR BERKELEY COUNTY, SC
CASE STYLE:
PLAINTIFF PRIMELENDING, A PLAINSCAPITAL COMPANY; et seq.
vs.
DEFENDANT RONNELL DEMAR WALKER A/K/A RONNELL D. WALKER; et al.
SERVICE OF PROCESS ON: RONNELL DEMAR WALKER A/K/A RONNELL D. WALKER

METHOD OF SERVICE: **A true and correct copy of the above-described papers were served on the below-named party in the following manner:**

(x) **(PERSONAL)** By personally delivering a copy into the hands of the person to be served.

FILED
2015 APR 20 AM 11:09
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, SC

PLACE OF SERVICE: **412 Eastover Circle**
Summerville, SC 29483

Is the place of service the dwelling house or usual place of abode for the party being served ? (x) Yes ( ) No

DATE OF SERVICE: **04/18/2015** TIME OF SERVICE: **10:15 AM**

TYPE OF DOCUMENTS: (x) SUMMONS & COMPLAINT (x) LIS PENDENS
(x) OTHER: **NOTICE OF FORECLOSURE INTERVENTION**

DESCRIPTION OF PARTY RECEIVING DOCUMENTS: The person receiving the documents is described as follows:

Sex **MALE** ; Race **MODERATE BROWN** ; Facial Hair **NO** ;
Age(prox.) **36-40** ; Height(prox.) **5'10"** ; Weight(prox.) **180**

MARITAL STATUS: (x) Single ( ) Married ( ) Separated ( ) Unknown

MILITARY STATUS: PER MY INVESTIGATION, SAID PERSON
( ) WAS (x) WAS NOT ENGAGED IN THE U.S. MILITARY AT THE TIME OF SERVICE ( ) UNKNOWN
MILITARY BRANCH, IF APPLICABLE:

IS THE SUBJECT PROPERTY A MOBILE HOME? ( ) YES (x) NO ( ) MOBILE HOME VIN NOT VISIBLE
VIN #:

COMMENTS:

Signature of Process Server: The undersigned declares, under penalty of perjury, that the foregoing is true and correct and that the deponent is over the age of 18 and is not a party to nor interested in this action.

NAME: J.A. COX

J.A. COX 4/20/15
Signature of Process Server / ProVest Case id # 4281050 Date

STATE OF SC
COUNTY OF Charleston

Sworn and subscribed before me this 20 day of APRIL, in the year of 2015.
___ Personally known to me or ___ identified by the following document:
Type: ___ Number/Reference: ___

Notary Public for South Carolina
Notary Public (Legal Signature)
Commission Expiration 1/27/2022

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

PrimeLending, A PlainsCapital Company,

Plaintiff,

v.

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

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 15-CP-08-00965

ATTORNEY CERTIFICATION
Deficiency Judgment Waived
(Mortgagor Denied)

2015 JUL 30 AM 10:22
CLERK OF COURT
BERKELEY COUNTY, SC

FILED

(006951-00925)

Pursuant to Supreme Court Administrative Order 2011-05-02-01 ("the Order"), and upon information and belief, the undersigned attorney hereby certifies the following:

1) That the Mortgagor, as defined by the Order, has been served with notice of right to foreclosure intervention;

2) That Plaintiff or its designated agents have received and examined all records and documents (if any) submitted by the Mortgagor to evaluate the loan for foreclosure intervention;

3) That the Mortgagor has been given a full and fair opportunity to submit any additional information pertaining to the subject loan to Plaintiff or its agents for consideration;

4) That after a complete review of all available information, Plaintiff has determined, as of July 28, 2015 that the Mortgagor does not qualify for any foreclosure intervention options as contemplated by the Order;

5) That on July 29, 2015, a Notice of Foreclosure Intervention Denial was served on the Mortgagor(s) as required by the Order and Plaintiff has not entered into any other settlement agreements with the Mortgagor(s) as of the date stated in Plaintiff's Notice of Foreclosure Intervention Denial.

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF
Robert P. Davis (SC Bar #74030)
H. Guyton Murrell (SC Bar # 064134)
Kevin T. Brown (SC Bar # 064236)
Jason D. Wyman (SC Bar # 100271)
Andrew W. Montgomery (SC Bar #79893)
John J. Hearn (SC Bar # 6635)
Nikole Haltiwanger (SC Bar # 70491)

220 Executive Center Drive
Columbia, SC 29210

Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina
July 29, 2015

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

PrimeLending, A PlainsCapital Company,

Plaintiff,

v.

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

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 15-CP-08-00965

AFFIDAVIT OF DEFAULT AND NON-MILITARY SERVICE
Deficiency Judgment Waived

MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, S.C.

15 SEP 14 PM 4:54

FILED

(006951-00925)

The undersigned attorney for Plaintiff asserts that more than thirty (30) days have elapsed since the service of the Summons and Complaint upon the Defendant(s). The following Defendant(s) has/have not answered, plead, or otherwise defended this action, pursuant to Rule 55(a), SCRCP: Ronnell Demar Walker a/k/a Ronnell D. Walker, and South Pointe Homeowners Association. Therefore, the Defendant(s) Ronnell Demar Walker a/k/a Ronnell D. Walker and South Pointe Homeowners Association are in default.

According to Plaintiff's business records, affidavit(s) of service, search(es) of the Department of Defense or any other obtained information, the Defendant(s) Ronnell Demar Walker a/k/a Ronnell D. Walker, is not in the Military Service of the United States as contemplated by the provisions of the Servicemembers Civil Relief Act, 50 U.S.C. § 501 et. seq.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.
Executed on 9/10/15.

Nikole D Haltiwanger

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF
Robert P. Davis (SC Bar #74030)
H. Guyton Murrell (SC Bar # 064134)
Kevin T. Brown (SC Bar # 064236)
Jason D. Wyman (SC Bar # 100271)
Andrew W. Montgomery (SC Bar #79893)
John J. Hearn (SC Bar # 6635)
Nikole Haltiwanger (SC Bar # 70491)

220 Executive Center Drive
Columbia, SC 29210
(006951-00925)

Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina

Sworn to before me this 10 day of September 2015

Michelle King
(Signature)

(Printed Name)

Notary Public for South Carolina
My Commission Expires: _____

MICHELLE KING
NOTARY PUBLIC
My Comm. Expires March 28, 2023
SOUTH CAROLINA

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BERKELEY	)	CASE NO. 2015-CP-08-965
	)	
	)	
PrimeLending, A PlainsCompany,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**ANSWER**
	)	
Ronnell Demar Walker a/k/a Ronnell D. Walker; South Pointe Homeowners Association;	)	
Defendant.	)	
	)	

FILED
2015 NOV 23 PM 1:57
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, SC

The Defendant, Ronnell Walker, would allege as follows:

FOR A FIRST DEFENSE

1. Defendant denies each and every allegation not specifically admitted herein except as to those matters which Defendant does not have sufficient information and belief to admit or deny, and as to those, demand strict proof thereof.

FOR A SECOND DEFENSE

2. Defendant repeats each and every allegation contained herein as if fully set forth verbatim.

3. Defendant admits the allegations set forth in paragraphs 1 and 2.

4. Defendant is without sufficient information to admit or deny the allegations of paragraph 3 and therefore denies same and demands strict proof thereof.

5. In regard to paragraphs 4, 5, and 6, Defendant is without sufficient information or knowledge to admit or deny and therefore denies same.

6. In regard to paragraph 7, Defendant admits that on or about June 27, 2014 he did execute a Note in regard to the subject property and states that the Note speaks for itself and denies all allegations inconsistent therewith.

7. In regard to paragraph 8, Defendant admits that on June 27, 2014 he executed a Mortgage. Defendant states that the Mortgage speaks for itself and denies all allegations to the extent inconsistent therewith.

8. Defendant is without sufficient information to admit or deny the allegations of paragraph 9 and therefore denies same.

9. Paragraph 10 states a legal conclusion to which no response is required.

10. In regard to paragraph 11, Defendant admits that an event of default has occurred but states that the Note and Mortgage speak for themselves, and denies any allegations inconsistent therewith. Also, Defendant would further state that if any sums are owed The Plaintiff, then the amount owed is other than stated in the complaint. Consequently, this Court should require a complete accounting of all sums allegedly due under the instruments referenced in the Complaint.

11. No response is required for paragraph 12.

12. As to paragraphs 14 and 15, Defendant states that the Mortgage speaks for itself and denies any allegations inconsistent with its terms.

13. Defendant is without sufficient information to admit or deny the allegations in paragraph 13 and therefore denies same.

AFFIRMATIVE DEFENSES

14. The Plaintiff has failed to state any claims upon which relief may be granted under SCRCP Rule 12(b)(6).

15. The Plaintiff has failed to exercise due diligence to review Defendant's eligibility for foreclosure intervention.

16. The Plaintiff alleges in its Complaint that Defendant is not eligible for modification (See Complaint at ¶ 4), yet Plaintiff states in its Attorney Certification filed on July 30, 2015, that it has reviewed Defendant's information for "any foreclosure intervention options contemplated by the [Supreme Court Administrative] Order." (*See* Attorney Certification at ¶4.) In fact, Plaintiff encouraged Defendant to submit documentation for review but failed to provide notice as to which programs may be available to Defendant nor reasons for any subsequent denial in direct conflict with 12 C.F.R. §1024.39.

17. The Plaintiff's claims are therefore barred, in whole or in part, by the doctrine of *in pari delicto*, which provides that a Plaintiff who has participated in wrongdoing may not recover damages resulting from the wrongdoing.

18. The Complaint is barred by Plaintiff's failure to mitigate damages, if any.

19. Defendant reserves the right to add such further defenses as the facts learned through discovery may warrant.

WHEREFORE, having fully answered the Plaintiff's Complaint, Defendant prays that this Honorable Court do issue its Order dismissing the Plaintiff's Complaint with prejudice, by the trier of fact, issue its Order granting Defendant reimbursement of the cost and expenses incurred in defense of this action, together with reasonable attorney's fees incurred herein and for such other and further relief as this Honorable Court shall deem just and proper.

Respectfully submitted,

Stephanie M. Brinkley; SC Bar No. 80369
Maggie M. Ramsey; SC Bar No. 101339
Brinkley Law Firm, LLC
1 Carriage Lane, Building F, Suite 100
Charleston, SC 29407
Ph (843) 277-9009
Fax (843) 977-9402

Attorneys for Defendant Ronnell Walker

November 30, 2015
Charleston, South Carolina

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF BERKELEY	CASE NO. 2015-CP-08-965
PrimeLending, A Plains Company	
Plaintiff,	
vs.	**MOTION TO BE RELIEVED AS COUNSEL**
Ronnell Demar Walker a/k/a Ronnell D. Walker; South Pointe Homeowners Association,	
Defendants.	

COMES NOW, Stephanie M. Brinkley, the attorney for the Defendant, Ronnell Demar Walker, who moves the Court of Common Pleas pursuant to Rule 11(b), SCRCP1, for an order relieving her as attorney of record for Defendant. Circumstances exist which make it appropriate for counsel to be relieved of any further representation of Defendants. As grounds in support thereof, counsel states as follows:

a) On or about September 21, 2015, Stephanie Brinkley entered an attorney-client relationship with Defendant to assist him in foreclosure prevention.

b) On or about November 23, 2015, Stephanie Brinkley filed an Answer on behalf of Defendant.

c) The Brinkley Law Firm has made every effort to assist Defendant to receive loan modification.

d) Defendant no longer desires assistance in loan modification efforts.

e) Upon information and belief, all future correspondence should be forwarded to Defendant at 412 Eastover Circle, Summerville, South Carolina 29483.

16 MAR 15 AM 11:13
CLERK OF COURT
BERKELEY COUNTY, S.C.

1 An attorney may be changed by consent, or upon just cause shown, and upon such terms as shall be just, upon application, by order of the Court, and not otherwise. Written notice of change of attorney must be served as provided by Rule 5, SCRCP.

Wherefore, Attorney Stephanie Brinkley requests the Court grant her withdrawal as counsel for Defendant, Ronnell Demar Walker, and other such relief as the court deems necessary.

Respectfully submitted,

Stephanie M. Brinkley (SC Bar #80369)
Maggie M. Ramsey (SC Bar #101339)
Brinkley Law Firm, LLC
1180 Sam Rittenberg Blvd., Ste. 200
Charleston, SC 29407
Ph (843) 277-9009
Fax (843) 977-9402

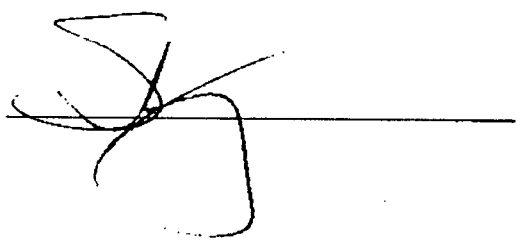
March 9 2016
Charleston, South Carolina

CERTIFICATE OF SERVICE

I, Stephanie M. Brinkley, hereby certify that I have this date served via U.S. Mail, with sufficient postage prepaid, a true and correct copy of Defendant's **Motion to Be Relieved as Counsel** to the following in this proceeding:

Nikole Haltiwanger, Esquire
Rogers Townsend & Thomas, PC
Post Office Box 100200
Columbia, SC 29202-3200
Attorney for Plaintiff

Ronnell Demar Walker
412 Eastover Circle
Summerville, SC 29483
Defendant



This 9 day of March, 2016

16 MAR 15 AM 11:13
CLERK OF COURT
BERKELEY COUNTY, S.C.
FILED

NOTE

FHA Case No.
461-5995247-703
WALKER
Loan #: 2196000680
MIN: 100053601314132241

R.W.

JUNE 27, 2014 [Date] | COLUMBIA [City] | SOUTH CAROLINA [State]

412 EASTOVER CIRCLE, SUMMERVILLE, SC 29483-5239
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means PRIMELENDING, A PLAINSCAPITAL COMPANY and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of ONE HUNDRED EIGHTY-EIGHT THOUSAND FIVE HUNDRED TWENTY-TWO AND 00/100 Dollars (U.S. $188,522.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of FOUR AND ONE-FOURTH percent (4.250%) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on AUGUST 1, 2014. Any principal and interest remaining on the first day of JULY, 2044, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at 18111 PRESTON ROAD, SUITE 900, DALLAS, TX 75252 or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. $927.41. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for Payment Adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box.]

☐ Graduated Payment Allonge ☐ Growing Equity Allonge ☐ Other [Specify] _____

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of 15 calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent (4.000%) of the overdue amount of each payment, unless such amount exceeds the maximum amount allowed by applicable state law, in which case the Lender may collect the maximum amount allowed by such law.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances, regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

- BORROWER - RONNELL DEMAR WALKER

[Sign Original Only]

MORTGAGE LOAN ORIGINATOR DIANA TARZIA
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER 316314
MORTGAGE LOAN ORIGINATION COMPANY PRIMELENDING, A PLAINSCAPITAL COMPANY
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER 13649

PAY TO THE ORDER OF
WITHOUT RECOURSE
PrimeLending, A PlainsCapital Company

BY:_____

PRINTED NAME:_____

TITLE:_____

R.W.

Berkeley County
Cynthia B. Forte
Register of Deeds
Moncks Corner 294616120

00014993 Vol:10838 Ps: 47

53 2014 00014993

Instrument Number: 2014- 00014993
As
Recorded On: July 03, 2014 **Mortgage**

Parties: WALKER RONNELL DEMAR
To
PRIMELENDING

Billable Pages: 9

Recorded By: SCOTT LAW FIRM PA

Num Of Pages: 14

Comment:

**** Examined and Charged as Follows: ****

Mortgage	19.00
Recording Charge:	**19.00**

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Register of Deeds Office For: Berkeley County, SC

File Information:

Document Number:	2014- 00014993
Receipt Number:	485927
Recorded Date/Time:	July 03, 2014 09:52:00A
Book-Vol/Pg:	Bk-R Vl-10838 Pg-47
Cashier / Station:	B Blake / Cash Station 7

Record and Return To:

SCOTT LAW FIRM PA
PO BOX 2065
COLUMBIA SC 29202

REGISTER OF DEEDS SEAL BERKELEY COUNTY

Cynthia B. Forte

Cynthia B Forte - Register of Deeds

After Recording Return To:
PRIMELENDING, A
PLAINSCAPITAL COMPANY
17330 PRESTON ROAD, SUITE
160B
DALLAS, TX 75252
ATTN: FINAL DOCUMENTS
(888) 812-2711

Prepared By:
TERESA CLINE
POLUNSKY BEITEL GREEN,
LLP
18111 PRESTON ROAD, SUITE
900
DALLAS, TX 75252
(888) 812-2711

Certified True Copy
of The
Original Document

[Space Above This Line For Recording Data]

MORTGAGE

FHA Case No.
461-5995247-703
WALKER
Loan #: 2196000680
MIN: 100053601314132241
MERS Phone: 1-888-679-6377
PIN: 2320701013

R.W. 27

THIS MORTGAGE ("Security Instrument") is given on JUNE ~~20,~~ 2014. The mortgagor is RONNELL DEMAR WALKER AN UNMARRIED MAN ("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. PRIMELENDING, A PLAINSCAPITAL COMPANY, is organized and existing under the laws of TEXAS, and has an address of 18111 PRESTON ROAD, SUITE 900, DALLAS, TX 75252 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED EIGHTY-EIGHT THOUSAND

R.W.

FIVE HUNDRED TWENTY-TWO AND 00/100 Dollars (U.S. $188,522.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JULY 1, 2044. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in DORCHESTER County, South Carolina:
SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES
which has the address of 412 EASTOVER CIRCLE, SUMMERVILLE, South Carolina 29483-5239 ("Property Address");

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS:

1. **Payment of Principal, Interest and Late Charge**
Borrower shall promptly pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges**
Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for

   (a) taxes and special assessments levied or to be levied against the Property,

   (b) leasehold payments or ground rents on the Property, and

R.W.

(c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either

(i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or

(ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Sec. 2601 et seq. and implementing regulations, 12 C.F.R. Part 1024, as they may be amended from time to time (RESPA), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall deal with the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrowers account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments**
All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

- First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;
- Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;
- Third, to interest due under the Note;
- Fourth, to amortization of the principal of the Note; and
- Fifth, to late charges due under the Note.

4. **Fire, Flood, and Other Hazard Insurance**
Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently

R.W.

erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either

(a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or

(b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds**
Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned property. Borrower shall also be in default if borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Condemnation**
The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the Indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess

R.W.

proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property**
Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear Interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:

(a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender;

(b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lenders opinion operate to prevent the enforcement of the lien; or

(c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. **Fees**
Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt**
(a) **Default**. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval**. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

R.W.

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver**. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary**. In many circumstances regulations issued by the Secretary will limit Lender rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured**. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within **60 days** from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to **60 days** from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **Reinstatement**
Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if:

(i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding,

(ii) reinstatement will preclude foreclosure on different grounds in the future, or

(iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. **Borrower Not Released: Forbearance by Lender Not a Waiver**
Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrowers successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

R.W.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers**
The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9(b). Borrowers covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note:

(a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument;

(b) is not personally obligated to pay the sums secured by this Security Instrument; and

(c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Notices**
Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability**
This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument and the Note are declared to be severable.

15. **Borrower's Copy**
Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. **Hazardous Substances**
Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any Investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 16, "Environmental law" means

R.W.

federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. **Assignment of Rents**
Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. **Foreclosure Procedure**
If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in the Paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. **Release**
Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. **Waivers**
Borrower waives all rights of homestead exemption in the Property.

R. W.

21. **Future Advances**
The lien of this Security Instrument shall secure the existing indebtedness under the Note and future advances made under this Security Instrument up to one hundred fifty percent (150%) of the original principal amount of the Note plus interest thereon, attorney's fees and court costs.

22. **Riders to This Security Instrument**
If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

☐ Condominium Rider ☐ Growing Equity Rider ☐ Adjustable Rate Rider
☒ Planned Unit Development Rider ☐ Graduated Payment Rider
☐ Other [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

-BORROWER - RONNELL DEMAR WALKER

Signed, sealed and delivered in the presence of:

Witness

Witness

R.W.

2196000680

[Space Below This Line For Acknowledgment]

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

The foregoing instrument was acknowledged before me this 27th day of June by RONNELL DEMAR WALKER AN UNMARRIED MAN.

Jason B. Reynolds

Notary Public for SOUTH CAROLINA

My Commission Expires: 9/10/2020

Jason B. Reynolds

MORTGAGE LOAN ORIGINATOR DIANA TARZIA
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER 316314
MORTGAGE LOAN ORIGINATION COMPANY PRIMELENDING, A PLAINSCAPITAL COMPANY
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER 13649

R.W.

[redacted]

PrimeLending
A PlainsCapital Company

Toll Free: 855-501-3027
www.PrimeLending.LoanAdministration.com

December 17, 2014

Ronnell D Walker
412 Eastover Circle
Summerville SC 29483-5239

02955

RE: Loan Number: [redacted]
Property Address: 412 Eastover Circle
Summerville SC 29483-5239

NOTICE

This notice is to inform you that you have defaulted in your obligations under the terms of a Note and Mortgage on the mortgaged property listed above and to advise you of certain rights you have under the loan documents. For the purposes of this notice the term Note means a mortgage note, bond or similar agreement to repay a loan and the term Mortgage means a mortgage, a deed of trust, security deed or other similar security instrument that secures the Note.

The default consists of your failure to pay the monthly mortgage payments due beginning November 01, 2014 until the present. The total amount due to cure the loan may also include sums for unpaid escrow deposits and late charges. The total amount due as of the date of this letter is $ 2650.92.

You have the right to cure the default on or before the date identified below by sending the required amount of $ 2650.92 to:

Loan Servicing
PO Box 986
Newark, NJ 07184-0986

IF YOUR NEXT PAYMENT DUE DATE OCCURS ON OR BEFORE YOU SUBMIT THE TOTAL AMOUNT DUE TO CURE THE DEFAULT, the default will not be cured unless your next payment is made in addition to the Total Amount Due. You are not required to pay your next monthly payment in advance.

The Cure Amount must be received at our office on or before

AM006 039 CPR DN

January 21, 2015, or if that day is a weekend or holiday, the following business day. Only the full Cure Amount due will be accepted. Payments less than the full Cure Amount may be returned.

Failure to pay the Cure Amount on or before January 21, 2015, may result in 1) acceleration of all sums secured by the Mortgage to be immediately due and payable and 2) foreclosure by judicial proceedings and sale of the mortgaged property, and any other remedies permitted by applicable law. If you fail to pay the Cure Amount by January 21, 2015, we, at our option, may require immediate payment of all sums secured by the Mortgage without further demand and foreclose the Mortgage by judicial proceedings, invoke the power of sale, assent to decree, if applicable, and/or any other remedies permitted by applicable law.

You have the right to reinstate the loan after acceleration and to assert in the foreclosure proceedings the non-existence of a default or any other defense to acceleration and sale.

The following amounts, if any, are also due, however, they are not necessary to reinstate your loan.

Recoverable Corporate Advance	$ .00
Escrow Advance	$ 2844.46
Other Non-Secured Amounts	$ 20.00
Total	$ 2864.46

If you have any questions or need additional information, please contact us at our toll-free number.

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

* If you have received a discharge in bankruptcy, and the debt related to the above mortgage was not reaffirmed, this notice is not and should not be construed, nor is it intended, to be an attempt to collect a debt, but rather is only a notice regarding enforcement of a lien against the mortgaged property.

AM006 039 CPR DN

Berkeley County
Cynthia B. Forte
Register of Deeds
Moncks Corner 294616120

00008092 Vol:11310 Ps: 74

53 2015 00008092

Instrument Number: 2015- 00008092
As
Assignment of Mortgage

Recorded On: April 08, 2015

Parties: WALKER RONNELL DEMAR
To
PRIMELENDING

Recorded By: ROGERS, TOWNSEND & THOMAS PC

Comment: 10838/47

Num Of Pages: 2

**** Examined and Charged as Follows: ****

Assignment of Mortgage	6.00
Recording Charge:	**6.00**

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Register of Deeds Office For: Berkeley County, SC

File Information:

Document Number:	2015- 00008092
Receipt Number:	524013
Recorded Date/Time:	April 08, 2015 11:37:01A
Book-Vol/Pg:	Bk-R Vl-11310 Pg-74
Cashier / Station:	R McMakin / Cash Super Station 5

Record and Return To:
ROGERS, TOWNSEND & THOMAS PC
P. O. BOX 100200
COLUMBIA SC 29202

REGISTER OF DEEDS SEAL BERKELEY COUNTY

Cynthia B. Forte

154

Cynthia B Forte - Register of Deeds

00008092 Vol:11310 Pg: 75

Doc # 00008092

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

ASSIGNMENT OF MORTGAGE
Min#: 100053601314132241
Phone: 1-88-679-6377

FOR VALUE RECEIVED, we hereby set over, transfer and assign unto PrimeLending, A PlainsCapital Company, c/o Cenlar FSB, 425 Phillips Blvd,, Ewing, NJ 08618, its successors and assigns, all its rights, title and interest in and to a certain Mortgage, executed by Ronnell Demar Walker to Mortgage Electronic Registration Systems, Inc., as nominee for PrimeLending, A PlainsCapital Company, its successors and assigns dated June 27, 2014, and duly recorded in the public records of Berkeley County, State of South Carolina, on July 3, 2014, in Mortgage Book 10838 at Page 47.

IN WITNESS WHEREOF, Mortgage Electronic Registration Systems, Inc., as nominee for PrimeLending, A PlainsCapital Company, its successors and assigns has caused this instrument to be executed in its corporate name and behalf by James T Dunmeyer Jr, as its Assistant Vice President, duly authorized, on this 2 day of April, 2015.

Mortgage Electronic Registration Systems, Inc., as nominee for PrimeLending, A PlainsCapital Company, its ~~successors~~ and assigns

By: _____

its: James T Dunmeyer Jr, Assistant Vice President

Witness No. 1

Witness No. 2

STATE OF New Jersey

COUNTY OF Mercer

ACKNOWLEDGMENT
S.C. Code § 30-5-30

I, the undersigned, Notary Public for the State of New Jersey, do hereby certify that Mortgage Electronic Registration Systems, Inc., as nominee for PrimeLending, A PlainsCapital Company, its successors and assigns by James T Dunmeyer Jr, its Assistant Vice President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand this 2 day of April, 2015.

Evelyn Deleon

NOTARY PUBLIC FOR New Jersey

My Commission Expires: Feb 11, 2019

RETURN TO:
Rogers, Townsend & Thomas, P.C.
Post Office Box 100200
Columbia, South Carolina 29202
(006951-00925)

EVELYN DE LEON NOTARY PUBLIC STATE OF NEW JERSEY My Commission Expires 02-11-2019 ID #2442945

006951-00925 - Walker

412 Eastover Circle, Summerville, SC 29483

-1553-

1

ROGERS TOWNSEND
ATTORNEYS AT LAW

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200
COLUMBIA, SOUTH CAROLINA 29202
P 803.744.4444 F 803.343.7013
WWW.RTT-LAW.COM

April 25, 2016

Ronnell Demar Walker
412 Eastover Circle
Summerville, SC 29483

Re: PrimeLending, A PlainsCapital Company vs. Ronnell Walker
Case No. 15-CP-08-00965; Berkeley County
Our File No. 006951-00925

Dear Mr. Walker:

As requested by the documents you have sent to us, please be advised that our office is in possession of the original note related to the above–mentioned loan. I have included a copy of the note and the recorded mortgage with this letter. The remaining information referenced in your discovery requests, is in our opinion, beyond the scope of relevant discovery requests. This letter constitutes the entirety of our response to your request for discovery. If you have further questions regarding the scope of discovery, you may wish to consult with your own attorney.

We will make the original note available for viewing at our office, located at 1221 Main Street, Columbia, SC 29201. If you would like to review this document, please email my Paralegal, Andy Blackwell at andy.blackwell@rtt-law.com, to schedule an appointment to do so.

If you elect not to make an appointment with my office to view the documements, they will be available for review at the hearing on the merits.

With kind regards,

Robert P. Davis
Rogers Townsend & Thomas, PC
Attorney for Plaintiff

Enclosures

Transcript of Hearing

8/24/2016

PrimeLending vs. Walker, et al.
2015-CP-08-00965

COPY

Southern Reporting, Inc.
Phone: 803.749.8100
Fax: 803.749.9991
Email: Depos@southernreporting.net

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF BERKELEY	)	CASE NO. 2015-CP-08-00965
PrimeLending, A PlainsCapital Company,	)	
Plaintiff,	)	
-vs	)	TRANSCRIPT
	)	OF
Ronnell Demar Walker a/k/a Ronnell D. Walker; South Pointe Homeowners Association,	)	HEARING
Defendant(s).	)	

Transcript of Hearing taken before Lisa M. Kerns, a notary public in and for the State of South Carolina, commencing at the hour of 9:35 a.m., August 24th, 2016, Berkeley County Court House Annex, 300 B. California Avenue, Moncks Corner, SC 29461.

Reported By:
Lisa M. Kerns

A-P-P-E-A-R-A-N-C-E-S

For the Plaintiff: Roger, Townsend & Thomas, P.C.
By: Erica Lybrand, Esq.
Columbia, SC

For the Defendant: Pro Se
By: Mr. Ronnell D. Walker Bey
Summerville, SC

For the Court: Master In Equity Berkeley County
By: Honorable Dale Van Slambrook
Moncks Corner, SC

Also present: None

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PROCEEDINGS 3

EXHIBITS

No Exhibits were proffered during this deposition.

INFORMATION TO BE SUPPLIED:

(NONE)

QUESTIONS WITNESS INSTRUCTED NOT TO ANSWER:

(NONE)

PROCEEDINGS

JUDGE SLAMBROOK: All right. We are here on case 1520150965, which is captioned PrimeLending, A Plains Company, Plaintiff versus Ronnell Demar Walker. I believe that is the correct caption. As of now we are here on what has been described as a Motion to Dismiss filed by the Defendant contained in a document captioned Affidavit of Fact that was filed by the Defendant on June 30th, 2016. It contained language requesting that the action be dismissed, and was schedule and treated as a Motion to be Dismissed. There is contained in the file, a notice of today's hearing that was provided by Plaintiff's counsel to the Defendant and served upon him by mail at 412 Eastover Circle, Summerville SC 29483, which is the property address and is identified as his address in his Affidavit of Fact, and confirmed as his mailing address at a previous hearing. And we have called the case, Mr. Bey, also known as Mr. Walker, is not present and we have to counsel for the Plaintiff and if you would for the record identify yourself and your firm.

MS. LYBRAND: Thank you, Your Honor. Erica Lybrand with

Rogers Townsend and Thomas, Columbia South Carolina.

JUDGE SLAMBROOK: Okay. Ms. Lybrand, in, as to the Motion to Dismiss, do you have any requests or do you ask, do you want to ask the Court for any relief?

MS. LYBRAND: Thank you, Your Honor. As to the Motion to Dismiss, we would respectfully request that this court deny that Motion to Dismiss. We feel like first and foremost that we've pled the necessary allegations to move forward with this Foreclosure Action, and as, at this time a Motion to Dismiss is improper. And we would further ask this court to also treat this motion as a Pro Se Motion to Compel Discovery, which I think is the reasoning behind this Affidavit of Fact, and we would respectfully request that the court also find that the Motion to Compel is denied, that we've properly responded to the Discovery requests.

JUDGE SLAMBROOK: The motion, although it does contain language in there to dismiss. It does identify in terminology that could be interpreted as a Motion to Compel. I, I do note that there was a previous discovery request filed by Mr.

Walker a.k.a. Bey, and filed a Motion to Compel, so apparently he's aware of how to file a motion. (Court Room Doors Open.) Good morning.

BAILIFF: Good morning. Our 9:30 is here, Judge.

JUDGE SLAMBROOK: Oh, he is here.

BAILIFF: Yes.

JUDGE SLAMBROOK: All right. Well, thank you very much. We will deal with this then with Mr. Bey here.

BAILIFF: Do you have any issue with shorts in the courtroom, Judge?

JUDGE SLAMBROOK: No. Mr. Bey, come on up. Have a seat. I can tell you it's nine, 9:40 right now. This thing was noticed for 9:30.

MR. BEY: It was noticed for 9:30 last time. She got here an hour and-a-half late.

JUDGE SLAMBROOK: I, I don't care about last time, I'm talking about today, and it, you're about two minutes away from the thing being dismissed and disposed of without you being here. So, if we've got a hearing you got to be here on time if you want to be heard, okay. I gotta get after you about that, because if I'm ready to go and it's scheduled for 9:30 and you want it heard, we'll get it heard. If you want it

heard, then be here, okay.

MR. BEY: Understood.

JUDGE SLAMBROOK: All right. Thank you. All right. We are here today on what's been described as your Motion to Dismiss and/or Compel based upon a document that you filed originally in today what's been described as your Motion to Dismiss and/or Compel based upon document you filed originally entitled the Affidavit of Fact that was filed in either June or July, I'm not sure from the documentation, but I've got that in front of me and I will hear from you regarding your Motion to Dismiss and/or Compel.

MR. BEY: The Motion to Compel has already been issued.

BAILIFF: Stand up, Sir. Stand up.

MR. BEY: The Motion to Compel has already been issued, and they have failed once again to give me what I've required in order to prepare a proper defense. They've sent me some paperwork with most of the information that I would presumably need blacked out, as you can see here. I can't read this, and apparently there's no witness here to attest to or confirm this as being true information. I mean, if you would care to see this information.

JUDGE SLAMBROOK: I, I received copies as, as a part of the file. Tell me, tell me what you are asking for relative to the Discovery, or that information. Tell me exactly what you're asking for, because I wasn't clear from the documents that you've filed.

MR. BEY: The Discovery and Disclosure was not clear? It was clearly stated questions.

JUDGE SLAMBROOK: I'm asking you, I'm asking you what you're asking for. What do you want me to do? What do you want me to order? What is the relief that you are requesting?

MR. BEY: I don't know. I have moved to have it dismissed because they have not validated their claims.

JUDGE SLAMBROOK: Okay.

MR. BEY: Under federal rules of --

JUDGE SLAMBROOK: Are you asking --

MR. BEY: -- civil procedure six.

JUDGE SLAMBROOK: Are you asking for any specific relief regarding your discovery? I'm just trying to figure out what you're asking for exactly, so that I know what's before me.

MR. BEY: I want all of my discovery information answered, but therefore they cannot answer

because they are already in default. They've been given at least six to eight months to do this. Which the last time I was here --

JUDGE SLAMBROOK: I'm not, I'm not following, I'm not following that train of thought, because that's not part of the process that were dealing with right here, all right. Now, I, now want to ask you; I'm going to jump around a little bit. You've asked for the Motion to Dismiss. Is the Motion to Dismiss based upon their failure, or your contention that there is a failure to provide information?

MR. BEY: Their failure to answer my Discovery. Exactly.

JUDGE SLAMBROOK: All right. I'm not, I'm not going to dismiss the case for any failure to provide Discovery at this point.

MR. BEY: Well, I can't prepare a proper defense without this information.

JUDGE SLAMBROOK: All right. Tell me what information that you have requested that you have not received, with specifics, so that if possible, or if appropriate, I can order that it be provided.

MR. BEY: So, they don't answer the Compel to Discovery, so now were going to give them more time to

answer?

JUDGE SLAMBROOK: Where not going to get into that discussion. If you want, if you want something, if you're asking for something you've got to tell me what it is.

MR. BEY: Keep in mind that all the information that I have asked them for, was a requite before any court case commenced through discovery and disclosure, so the court was supposed to already --

JUDGE SLAMBROOK: That, that, that may be the case, but what I'm dealing with is what we have got in front of us, okay.

MR. BEY: Okay. "It's hereby requested to disclose and produce the original promissory note being lawful, legible, and verified by proof with evidence exposing the front and the back marked with the account number, the original account number, 219-600-0680, with clear signatures and letters."

JUDGE SLAMBROOK: All right. As to the note, wasn't that provided?

MR. BEY: Yeah, it was a copy. This is clearly asking for verified with a certified copy. All right. Ms. Lybrand, did y'all provide a true and

correct copy of the, of the note?

MS. LYBRAND: We did, Your Honor.

JUDGE SLAMBROOK: Okay.

MS. LYBRAND: We would also be happy to make available our offices if Mr. Bey would like to inspect the original. Otherwise, we can bring it at the final hearing and allow Mr. Bey to inspect the original in comparison to the copy we've provided. But yes, Your Honor, we did provide a true and correct copy of the original note.

JUDGE SLAMBROOK: All right. As to the, as to the note you've been provided a copy.

MR. BEY: No, I have been provided a --

JUDGE SLAMBROOK: Wait a minute. Wait a minute. Wait a minute. Let me finish. You've been provided a copy, and you have been provided the opportunity to inspect the original, so there's no more issue as to that discovery request. What's your next discovery request?

MR. BEY: They also, hold on. "Through its representative, the undersigned is also requested to produce, to produce any and all allonge or riders, or any bills of exchange, or any other promissory notes exposing the front and the back, complete with any fixations

allocations, attached to or associated with the borrower's original promissory notes and use for endorsements."

JUDGE SLAMBROOK: And that's, we've already discussed that. That's the note, and that's been provided. So what's the next one?

MR. BEY: "Also, through his representatives or assigns is here by requested to produce and disclose all bookkeeping journals, journal entries, associated with the alleged loan given to the borrower including the complete names, the addresses, the location, and the business contacts of all acting trustees, fee offers, and affirmed surety holders, all bookkeeping journals, and record keeping journals as a trustee is supposed to."

JUDGE SLAMBROOK: Are you, are you asking, and I'm not sure who the individuals are that you, you're talking about. As far as documents, we're talking about request to produce documents. When you say, journal entries are you asking for a ledger or a loan payment history?

MR. BEY: Not the loan payment history. All the record keeping and bookkeeping journals as expressed by Federal Rules of Civil Procedure 26. All,

everything that concerns the loan.

JUDGE SLAMBROOK: And where not in Federal Court, we're in State Court as a matter of an aside. But you are entitled to, to Discovery, and if you're asking me to compel it, I don't know what a journal entry is. I don't know that they know what a journal entry is. They've provided some response to that. The closest thing that I can imagine is the, the bookkeeping documentation regarding the loan payment history. Yes, ma'am, Ms. Lybrand?

MS. LYBRAND: That's correct, Your Honor. We objected to this request on the grounds that it was vague and ambiguous. We weren't aware of exactly what they were asking for, furthermore, overly broad, not limited in the time and scope. And further, we did provide a copy of the full payment history. At the last hearing we were at, I actually handed it to Mr. Bey following that hearing. So, to the extent Mr. Bey was looking for an accounting of this loan, I did provide that to him. And I would remind The Court, and I'm sure you're aware, that there was only an answer with affirmative defenses filed in this case. There were no

counterclaims, and those affirmative defenses were very limited in terms of what they were claiming. And so there's a certain level of some of these documents which the Plaintiff would deem to be irrelevant. Some of those, or one of those being the documents that Mr. Bey was just describing. Documents regarding trustees of any lender, or things of that nature. And we would further hold --

JUDGE SLAMBROOK: And so y'all, y'all provided the payment history?

MS. LYBRAND: That's correct, Your Honor.

JUDGE SLAMBROOK: Mr. Bey were you given the payment history documents --

MR. BEY: That was the document I just showed you that everything was just blacked out on just --

JUDGE SLAMBROOK: At a prior hearing were you given the payment history with the numbers as to the payments and so forth?

MR. BEY: We're not talking about subject matter here, were talking about --

JUDGE SLAMBROOK: No. That's not what I'm asking you. Were you given those documents with the numbers on it --

MR. BEY: No, I have not seen it.

JUDGE SLAMBROOK: -- at a prior, at a prior hearing?
MR. BEY: No.
JUDGE SLAMBROOK: Ms. Lybrand, did y'all provided or not?
MR. BEY: That was, I handed it to him at the conclusion of our last hearing on the Motion to Compel.
JUDGE SLAMBROOK: Do you have another copy here today?
MS. LYBRAND: I may. Let me look through and make sure this is the actual copy of what it is.
JUDGE SLAMBROOK: Other than the blacked out one.
MS. LYBRAND: The blacked out copy is not a Payment History.
JUDGE SLAMBROOK: Other than that one. I don't, I don't want to hear about that one just yet. But as to the Payment History.
MS. LYBRAND: I don't believe I have an extra copy of it, Your Honor. I can forward him one via the mail. I did provide it, hand delivered it at the conclusion of our last hearing, but I'm happy to --
JUDGE SLAMBROOK: Does that contain the Payment History from the beginning of the loan to, to, to date?
MS. LYBRAND: That is correct, Your Honor.
JUDGE SLAMBROOK: All right. If that wasn't received, it will be received, and I'm going to ask you to provide that to him. Put that in the mail

certified mail return receipt requested to Mr. Bey within five days from today's date.

MS. LYBRAND: I certainly will Your Honor.

MR. BEY: So --

JUDGE SLAMBROOK: With a copy of that to The Court, and provide the certificate of mailing as to, as to that document. All right, Mr. Bey.

MR. BEY: So am I to understand this is another motion?

JUDGE SLAMBROOK: Let me finish. Let me finish. I'm gonna let you talk in a minute, but let me finish on my part, okay. The, as far as the payment history, if it was provided before, or if it wasn't provided before, it doesn't matter, it's going to be provided now. What you're entitled to is the payment history, certainly identifying the status of the loan and, and, which helps identify presumably whether or it's in default or not.

MR. BEY: We're just --

JUDGE SLAMBROOK: Let me finish. You've got, you've got to let me finish. I'm gonna, I'm gonna let you talk, but she got a let me finish. I'm gonna let you finish. You let me finish. You're going to be provided the, the payment history, all right. It's gonna come to you by mail, so

sign for it and get that. That will be some of the information and further requirement on the part of the Plaintiff, because you are entitled to that going into the, this foreclosure when the default is being disputed. You're certainly entitled to that. I'm, I'm not going to get into any of the other journal entries. That's the extent of the discovery that you're going to be provided as to the, to the payment history. All right. Go ahead.

MR. BEY: We have not established that there is even a valid claim, a valid loan. Where is the, where's, where's the original check.

JUDGE SLAMBROOK: Right now -- No, right now, right now what we're talking about is the discovery. You made discovery request. You said they weren't complied with, and you want documents as part of the suit. That's what we're doing. Where not discussing the substance of the case, all right. Okay. So we've talked about the note, we've talked about the journal entries; what else are you requesting that you haven't been provided?

MR. BEY: "Through it's representative, or assigns, is hereby requested to produce documented evidence

of the original deposit slip issued for the deposit of the borrower's promissory note and associated with the loan."

JUDGE SLAMBROOK: So you're asking for the original deposit slip.

MR. BEY: Exactly. I'm also --

JUDGE SLAMBROOK: Whatever, whatever that is in relation to this, and the plaintiffs position regarding deposit slip.

MS. LYBRAND: Your honor, first and foremost. This is vague and ambiguous. We're not sure what exactly the deposit slip is, but that our position would be that the original note is the commercial paper. It's all that we would need in order to prosecute the foreclosure. We pulled it, pulled the original note, and it's endorsed in blank.

JUDGE SLAMBROOK: And that a deposit slip at the time of the original loan would be irrelevant to the prosecution of the foreclosure action and the defenses that are set out in the answer?

MS. LYBRAND: That's correct. Again, I'm not sure exactly what deposit slip. I would think the only deposit slip that we would, that would exist as a result of the origination of the

loan would be a deposit slip of any cash that Mr. Bey was given as part of the transaction, and I don't believe he did.

JUDGE SLAMBROOK: Mister, Mr. Bey. No --

MR. BEY: There saying that I owe them.

JUDGE SLAMBROOK: Let me, let me finish. You've got to let me finish. As, as to the deposit slip, I find that the, that number one, the request is ambiguous because it's not sufficiently specific. And number two, my understanding of all the language and what you're requesting if it goes to the original situation at closing, that wouldn't be relevant to the foreclosure action. Go ahead.

MR. BEY: "Through its representative or assigns are hereby requested to produce the account number and the source from which the money came to fund the original check given to, given to the borrower." Because this is a loan. This is a loan, right?

JUDGE SLAMBROOK: You're talking, you're talking about the source of the money where it came from --

MR. BEY: There claiming --

JUDGE SLAMBROOK: -- before it was funded; is that what you're talking about?

MR. BEY: They're making a claim that I owe them species, money. How can I owe them something if they can't prove that they gave me anything? They're asking me for species of money, i.e. the foreclosure, right?

JUDGE SLAMBROOK: Is this, it this all on --

MR. BEY: All included on the original.

JUDGE SLAMBROOK: Yeah, I know. I know. I know the request is in there and I understand the language. But you're asking for information relative to the funds or the money prior to the execution of the note?

MR. BEY: I'm asking them to validate their claim is what I'm doing.

JUDGE SLAMBROOK: No, no. The information. Are you're asking for information that predates the execution of the note?

MR. BEY: No. I'm not. I'm asking for information that validates that they say. I'm asking for them to validate their claim.

JUDGE SLAMBROOK: I don't understand what that means.

MR. BEY: That means --

JUDGE SLAMBROOK: The information, the information that you're requesting and the documentation or whatever it may be, does it preexist in time

the execution of the note?

MR. BEY: No, it doesn't.

JUDGE SLAMBROOK: It's subsequent to the note?

MR. BEY: Yes. I'm asking for validation of their claim. They made the claim. Validate that you gave me substantive species, because that's what they're asking for in the foreclosure proceedings.

JUDGE SLAMBROOK: Gave, it gave it to you.

MR. BEY: Yeah, saying that they gave me a loan.

JUDGE SLAMBROOK: At or before, at or before the closing?

MR. BEY: This is the, the whole thing. They're saying that they, there saying that I owe them substantive species, correct?

JUDGE SLAMBROOK: I don't know what species is --

MR. BEY: Tangible assets.

JUDGE SLAMBROOK: -- and I don't know what your definition of substance is. But it sounds to me that you're asking for information that is a lead up, or a prelude to the execution of the note, and the note itself would appear to be the proof that they would be providing.

MR. BEY: No. I'm distinctly asking that they validate their claim.

JUDGE SLAMBROOK: I don't know what validate means. Tell

me what validate means.

MR. BEY: Proof. Prove it. Proof.

JUDGE SLAMBROOK: What's, give me an example of what proof is.

MR. BEY: Show me the check that they cut, that they allegedly gave me that I owe them now in return for.

JUDGE SLAMBROOK: A check that was cut to you?

MR. BEY: The loan. Where did you get it? Where's the money?

JUDGE SLAMBROOK: Are you asking for the original check from the mortgage company at the time of the closing; is that what you're asking?

MR. BEY: This is what I'm asking. "Through its representatives or assigns is hereby requested to produce the account number and the source from which the money came to fund the original check."

JUDGE SLAMBROOK: Source different, sources different from the check?

MR. BEY: Well, it's only coming --

JUDGE SLAMBROOK: I'm trying to understand. I'm trying to understand what you're, what you're asking for is all. I'm not arguing with you. I'm just trying to understand.

MR. BEY: And I'm not arguing with you either. What I'm asking for is a validation of the debt, is what I'm asking for.

JUDGE SLAMBROOK: Ms. Lybrand.

MS. LYBRAND: Thank you, Your Honor. For the record, Plaintiff's position is that it gave Mr. Bey a loan for the purchase of this property. That he received title to the property from the seller Fannie Mae, with of course this secured lien from our mortgage as part of, as the loan. I have provided him a copy of the settlement statement, the HUD1, which shows that the, the contract sales price, the amount that was paid to Fannie Mae, who was the seller of the property on his behalf by virtue of this loan. Mr. Bey has been in possession of the property, which he purchased from Fannie Mae since the date of origination, and so Plaintiff's position is the benefit that he received by virtue of this loan is his possession of that property which we are now seeking to recover as a result of nonpayment. Again, we've provided him an account number, it is the loan number, that loan number exist on all of his loan documents which have been provided to him. I

have provided him a copy of the HUD which shows the exchange of money between the seller Mr. Bey and the lender who is the Plaintiff in this action, and so we would just find that to the extent that I understand the request to be for the account number and some kind of understanding about what happened with that money, we've fully complied with that request, and any other documents that would be responsive to that request would either be irrelevant, or that request would need to be somehow clarified or otherwise limited in time and scope.

JUDGE SLAMBROOK: All right.

MR. BEY: So it took them seven days last time when the judge gave you these other. You said it would take you seven to 10 days and you'd be done. But now I still haven't received my documentation. And now we're moving forward, which we should not be moving forward, to compel them to give them more chance to answer when they're already in default. They've had six to eight months. They've been in default since the 24th of February.

JUDGE SLAMBROOK: All right. And I heard from you on

that, but we're, but this is what, this is what we're dealing with.

MR. BEY: And their, and, and their contract, their contract says credit.

JUDGE SLAMBROOK: I'm sorry?

MR. BEY: Their contract says credit.

JUDGE SLAMBROOK: All right. Let's, let's, I'm gonna, we're gonna keep it focused. As to your request regarding species, the source, and the account number, I find that you have been provided the account number. The source of the, of the funds isn't relevant to the action, and as to any actual exchange of money or documentation to substantiate that, that's been provided by the information that was given to you. It would likely be in your possession as well, to the extent that it is still relevant. What else, what's the next thing that they haven't given to you that you want?

MR. BEY: Could you explain to me how it's not relevant? How it's not a validation of their debt.

JUDGE SLAMBROOK: Because it, it does not tend to prove what their case is which is that they allege that you're in default on the payments.

MR. BEY: No, their case is that --

JUDGE SLAMBROOK: This is, that's the ruling. Let's move on to the next one.
MR. BEY: But they haven't validated the debt.
JUDGE SLAMBROOK: Were not talking about that. Next. What's the next thing that you're looking for?
MR. BEY: "Through its representative or assigned is hereby requested to produce verification evidence and proof that the borrowers promissory note was a gift to the lender and, was a gift to the lender from the borrower and that the same was disclosed to the borrower."
JUDGE SLAMBROOK: So you're asking for proof that, that there was a gift; is that right?
MR. BEY: Exactly.
JUDGE SLAMBROOK: All right. Ms. Lybrand.
MS. LYBRAND: There's no response to that particular requests, as there was no gift in this case. The note is an obligation, and --
JUDGE SLAMBROOK: So if there's, if there's no gift then there's, there's no documentation, no proof. So that there's nothing that can be provided. All right. What else? What else are you asking for?
MR. BEY: "The representative, and it's, it's assigned Plaintiff, a secured party of interest in the

alleged loan, and thus are parties to the associate a case number. Therefore, the requisite obligatory documented and pre-preserved, preserved pre-existing records and manifests are required by law to have been confirmed and placed into evidence by identifiable and confirmable delegated representatives or profiteers acting for or (sic) or doing business as, business as PrimeLending, a PlainsCapital Company. Law and due process require the requested pre-existing evidence to be presented, examined, and confirmed as true and correct in order for the claimants to lawfully initiate any court actions in this case or controversy. Proof and disclosure of all exhibits of that both affirmed evidence and the filing is also hereby formally requested."

JUDGE SLAMBROOK: I'm not, I'm not following that. What documentation are you requesting?

MR. BEY: Everything that started this case.

JUDGE SLAMBROOK: Everything that started this case. All right. Ms. Lybrand.

MS. LYBRAND: Thank you, Your Honor. As you know law is well settled in South Carolina that in order to

prosecute a foreclosure that the Plaintiff has to be the holder of the original note endorsed to it, or endorsed in blank. Plaintiff is in fact the holder of this note and that note is secured by the mortgage. As I'm sure, again you are aware, case law is very settled that the mortgage follows the note. All that we would need in order to initiate this foreclosure action is the note and the mortgage. We have provided a copy of both the note and the mortgage to Mr. Bey, and it is our position then that we have all the documents necessary in order to begin the foreclosure, filed the foreclosure complaint. For those I'm sure you are aware, there is no requirement in this state that the note and the mortgage be attached to the mortgage foreclosure complaint, however, in the event that it is requested, we are required to provide it, which we have. Further, any evidence of the debt or the total amount due as of the time of the foreclosure hearing would be presented at the foreclosure hearing and we would be more than happy to have a live witness here for PrimeLending, the Plaintiff, in order to have that evidence

entered.

JUDGE SLAMBROOK: So the request being everything that started this case and that, the notes been provided, the mortgage has been provided. So that request has been satisfied. What else? What else are you requesting.

MR. BEY: "Through it's representatives and/or assigned's is hereby requested to produce evidence of the insurance policy that was construction, constructed, associated with, and put in place, or against the borrower's promissory note and associated with the loan bearing the account number, the original account number before it was sold."

JUDGE SLAMBROOK: All right. The insurance policy. What kind of insurance? What are you talking about? Hazard insurance? What kind of insurance policy?

MR. BEY: No. I have home insurance. I'm talking about the insurance policy that was placed against the promissory note.

JUDGE SLAMBROOK: What kind of, what kind of policy? What, what do you call it other that insurance policy?

MR. BEY: They're not going to just allegedly have

$200,000 floating out there with no insurance floating against it.

JUDGE SLAMBROOK: What kind of insurance policy.

MR. BEY: The one that was placed the actual check, the money.

JUDGE SLAMBROOK: Well, do you have any better definition than that, or just insurance policy?

MR. BEY: Insurance policy.

JUDGE SLAMBROOK: All right. And insurance policy against or --

MR. BEY: The note.

JUDGE SLAMBROOK: -- or as to the note? Mortgage insurance, something along those lines; is that right? Is that what you're looking for?

MR. BEY: Uh-huh.

JUDGE SLAMBROOK: Is that what you're asking for?

MR. BEY: Yes. Also stating in the first question, "all information concerning the note." That would include all title companies.

JUDGE SLAMBROOK: So title insurance, mortgage insurance.

MR. BEY: All the title loans, there's about three or four of them that concern this loan.

JUDGE SLAMBROOK: I'm just, I'm trying to narrow it down. You're looking for mortgage insurance, title insurance --

MR. BEY: All information on all title companies concerning, concerning this mortgage.

JUDGE SLAMBROOK: All right, you said insurance policy. I'm trying to be, I'm trying to be specific and understand what are asking for. All right, and how, how is, how are the mortgage insurance policies, title insurance policies, or the insurance policies as you've described or contemplated, how are those relevant to the foreclosure action?

MR. BEY: Because it will show any transactions that were had, or have been had.

JUDGE SLAMBROOK: How are those transactions relevant?

MR. BEY: I want to know everything that happened with this loan. Everything that happened from beginning to end.

JUDGE SLAMBROOK: All right. And I understand what you want. I understand that you want to know everything.

MR. BEY: Because it would prove that if it had not been sold or if it all still, if it is still indeed valid.

JUDGE SLAMBROOK: So the insurance policy --

MR. BEY: Who has it.

JUDGE SLAMBROOK: You're saying that the insurance

policies are going to establish whether it's a valid loan or not?

MR. BEY: Exactly. Or whether the loan has been paid off or what has happened to it.

JUDGE SLAMBROOK: Okay. Ms. Lybrand.

MR. BEY: All title insurance. Everything that has to do with the title. All information.

JUDGE SLAMBROOK: Ms. Lybrand.

MS. LYBRAND: Thank you, Your Honor. First and foremost, it's Plaintiff's position that the mortgage insurance is between it and the mortgage insurance company. That it's a policy that benefits the Plaintiff and not the Defendant, and therefore wouldn't be relevant to the matter in this action. However, to the extent the court would require us to establish that those premiums have been paid to the mortgage insurance company we'd be happy to do that at trial through the presentation or the admission of the payment history via credits and debit. We have provided him copies of the hazard insurance policies, to the extent we understood what his request was. We did provide him copies of those that we had in our records. He would have a copy of his homeowner's insurance

policy and we don't feel like the lenders insurance policy would be relevant in this matter.

JUDGE SLAMBROOK: As to title insurance?

MS. LYBRAND: That is correct.

JUDGE SLAMBROOK: All right. All right. And I, and I agree. The mortgage insurance policy is not one that is a party to or would necessarily be relevant to the foreclosure action, nor would the title insurance with the, as to the lenders policy. And as you indicated, the owner's policy he would have --

MR. BEY: Which was also asked for in the Motion to Compel.

JUDGE SLAMBROOK: That's what we're talking about. That's what we're doing right now. Okay. So what else have you requested that you haven't gotten?

MR. BEY: "It is hereby requested to disclose or produce the original promissory note in lawful legible, verifiable proof of evidence, expose the front and the back marked with the accounts, the original account number with a clear signature that the lender and all the evidence associated with the original loan, indicating with the

exchange of substance or species alleged to have been issued from the entity doing business as PrimeLending, a PlainsCapital Company, and given to the borrower."

JUDGE SLAMBROOK: All right. And we've already, we've already dealt with the, the note and the species request.

MR. BEY: But we have not answered that.

JUDGE SLAMBROOK: No, I've answered it.

MR. BEY: It's not been validated.

JUDGE SLAMBROOK: That's it, that's a duplicate. Is there anything else that you're looking for?

MR. BEY: If I'm not going to get this information, why are we proceeding here?

JUDGE SLAMBROOK: That's not, that's not the question, that's before us today.

MR. BEY: These are lawful demands under Discovery and Disclosure; you understand that right?

JUDGE SLAMBROOK: Is there, is there, is there anything else that you have requested that you have not received as a part of that Motion to Dismiss and or Motion to Compel; is there anything else other than what you've stated?

MR. BEY: We're talking about present after they, letting them know their fiduciary duties and

obligations as Trustees.

JUDGE SLAMBROOK: As to the Discovery request? Any other requests? That's a different matter. Is there any other Discovery requests that you have not been provided or that you're not satisfied with as to those requests?

MR. BEY: "It's hereby request to produce and disclose the full and complete names and the addresses of the learned CPA, auditor, and any other holder or record-keeper for the entire period covering the execution of this mortgage or loan."

JUDGE SLAMBROOK: So you're asking for names of, and what was the position? What was their role?

MR. BEY: "CPA and Auditor, or any other holder or record-keeper for the entire period covering the execution of this alleged loan or mortgage."

JUDGE SLAMBROOK: All right. Ms. Lybrand.

MS. LYBRAND: Plaintiff's position is that those are irrelevant to the matter presented today, or in this case.

JUDGE SLAMBROOK: And you were asking for CPAs and record keepers; is that right?

MR. BEY: Yes.

JUDGE SLAMBROOK: All right.
MR. BEY: Can you explain to me how it's irrelevant?
JUDGE SLAMBROOK: That's the, that's the position of the Plaintiff. I'm not going to expand, and I have not yet asked Ms. Lybrand to expand. Have y'all provided Mr. Bey the name of the witness, who will testify as to the, at the final hearing?
MS. LYBRAND: We have not yet Your Honor, because we have not yet scheduled that hearing and so we haven't designated a witness at this point, as a representative of the Plaintiff. Once we do have that name will be happy to provide that to Mr. Bey.
MR. BEY: Is that not a failure to disclose.
JUDGE SLAMBROOK: Hang on. Hang on. Did, did any of the request that you made ask for witnesses who would be testifying, or is that is that included in the --
MR. BEY: It's all included in Discovery. Is that not failure to disclose?
JUDGE SLAMBROOK: I'm going, I'm going to ask the questions. Let me do that. Ms. Lybrand.
MS. LYBRAND: Yes, Your Honor.
JUDGE SLAMBROOK: If this could be interpreted as a

request to identify the witnesses. He's entitled to the name of the person who's going to testify.

MS. LYBRAND: Yes, Your Honor.

JUDGE SLAMBROOK: Okay. So although not laid out in the request as an Interrogatory or Request to Produce, since it's in that fashion, asking for the name of the person who is going to testify, I'm not so sure that the CPAs or the auditors are relevant. I do think that he's entitled to the name of the witness.

MS. LYBRAND: Yes, Your Honor. And just for the record, the witness will be testifying as a representative of Plaintiff's, so the witness would not be an individual witness in an individual capacity.

JUDGE SLAMBROOK: I understand. I understand. And I expect that any disclosure would be to the, would be to that effect as, as well. So how long until you can identify that person, Ms. Lybrand?

MS. LYBRAND: I'll need to schedule the final hearing and then once I have the final hearing date I will be able to request that the Plaintiff provide me the name of the witness who will be

attending that hearing. I should be able to have that, once we scheduled the hearing and I should be able to have that name within 15 days.

JUDGE SLAMBROOK: Well, sometimes that's the chicken or the egg kind of, kind of position. I think, I think he's entitled to the name of the person and that we wouldn't necessarily be able to go forward if other things happened so I'm going to ask you to go ahead and get the name of a person --

MS. LYBRAND: Okay.

JUDGE SLAMBROOK: -- and provide it to him within 15 days.

MR. BEY: So now were giving them extra time.

JUDGE SLAMBROOK: Hang on. Let me finish. Provide that to him within 15 days as to who the representative and or any other witness is going to be on behalf of the Plaintiff. If it, if it requires from y'all's housekeeping standpoint to schedule it, then schedule it, but if it gets rescheduled it's still going to have to be that same witness.

MS. LYBRAND: Okay.

JUDGE SLAMBROOK: Okay.

MS. LYBRAND: Yes, Your Honor.

JUDGE SLAMBROOK: So Mr. Bey, they are going to provide to you the names of the witness who's going to testify, apparently on the half of the, of the Plaintiff. They're going to provide you with that information within 15 days. You can do with what you want with that. What else? What else do you need? What else do you need as far as, as far as information? What else have they not provided?

MR. BEY: Just for the record. "An invasive or incomplete disclosure answer or response, must be treated as a failure to disclose answer or respond."

JUDGE SLAMBROOK: All right. That's what, that's what, we're, that's what we're here for today.

MR. BEY: You understand that, right?

JUDGE SLAMBROOK: That's what we here for today. And what you need to understand is exactly what we're doing today is dealing with the Discovery matters. I'm asking you specifically what you're requesting, so that if it's appropriate, it can be provided to you. Next thing on the list. What else have they not provided or that you contend has not been provided to you as

part of this discovery request?

MR. BEY: That should conclude what I have not had. Well they haven't answered it within six months, so I don't believe they're going to answer it now.

JUDGE SLAMBROOK: All right.

MR. BEY: So where not, what, what law are we practicing here? We're just giving them whatever time they need to not answer when they had 20 days to begin with? Plus, I have conferred with them --

JUDGE SLAMBROOK: Well, we we're --

MR. BEY: -- trying to get this documentation.

JUDGE SLAMBROOK: What we're dealing with, what we're dealing with today --

MR. BEY: We're here just going to keep proceeding like this?

JUDGE SLAMBROOK: -- what we're dealing with today is what Discovery request that you've made that you were not satisfied with. We're proceeding in that regard. We're treating your Motion to Dismiss as a follow-up or subsequent Motion to Compel. I've asked you, if you have given to me those things that you contended were not provided to you. I've made a ruling as to each item that you've specified, that you've

concluded that those are the items that are either missing, or not available, or hadn't been provided to you. I've ruled on all of them. There's two requirements that the Plaintiff has. That they've got to provide to you a copy of that payment history, as indicated earlier in our discussion. And within 15 days provide the name of the representative who is going to testify at the final hearing that will be scheduled at some point in time in the future. So, that's what we're dealing with today. Ms. Lybrand I am going to ask you to obtain a copy of the transcript from today and prepare an order that reflects the relative rulings in this matter. The treatment as the, the documentation filed by Mr. Bey being a Motion to Dismiss and/or Motion to Compel or follow-up Motion to Compel, but his Motion to Dismiss is denied, but the issues --

MR. BEY: On what grounds?

JUDGE SLAMBROOK: -- the issue. Let me finish. The issues as to the Discovery request being addressed individually, including the requirements that the information be

re-provided or provided to him, as well as the name of the representative. But the Motion to Dismiss is being denied. Go ahead, Mr. Bey.

MR. BEY: Okay. So you're telling me under question number eight, what I'm asking for the account number and the source from which the money came to fund the original check? I'm not going to get that information; that's what you're telling me?

JUDGE SLAMBROOK: I'm, I'm finding here that you have been provided a copy of the account number, and that you have gotten what is relevant as to this matter.

MR. BEY: Because I have done my own diligent research, and your telling me now that I can't have that information.

JUDGE SLAMBROOK: I'm telling you that you --

MR. BEY: On the record, and for the record, and let the record show that you're telling me that I cannot have that information.

JUDGE SLAMBROOK: You got to let me finish. You got to let me finish. You can't be talking over me. You've been provided the account number. You've been provided the information that is relevant to the case. That's the ruling. And

you don't have to agree with it. And you can certainly take any steps after that, that you wish.

MR. BEY: Okay.

JUDGE SLAMBROOK: All right. Because we don't have to agree.

MR. BEY: We've got to agree to disagree.

JUDGE SLAMBROOK: Exactly. All right. Anything further Ms. Lybrand?

MS. LYBRAND: No, Your Honor.

JUDGE SLAMBROOK: Anything further, Mr. Bey.

MR. BEY: Yeah, may I get a copy of this video recording, and a copy of everything that went down here today?

JUDGE SLAMBROOK: A copy of the transcript?

MR. BEY: Not a video recording, the --

JUDGE SLAMBROOK: Yeah, no video today. But yeah, the transcript you'll have to get with the Court Reporter and she'll provide it to you. She'll charge you a fee though, all right?

MR. BEY: Uh-huh.

JUDGE SLAMBROOK: All right. Anything further?

MS. LYBRAND: No, Your Honor.

JUDGE SLAMBROOK: Okay. All right. Thank you very much.

MS. LYBRAND: Thank you.

(Hearing concluded at 10:21 a.m.)

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** (Certificate accompanies sealed original only.)

***(Audio files are retained for six (6) months from the date of the deposition/proceedings or until transcript has been signed in cases where signature was not waived.)

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

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

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

ROGERS TOWNSEND
ATTORNEYS AT LAW

August 25, 2016

VIA CERTIFIED MAIL, RESTRICTED DELIVERY
RETURN RECEIPT REQUESTED
Ronnell Demar Bey
412 Eastover Circle
Summerville, SC 29483

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

Dear Mr. Bey:

Pursuant to the order of the Honorable Dale E. VanSlambrook during the hearing which took place on Augsut 24, 2016, in which you advised you never received the payment history or other documents I previously produced to you, I have enclosed another copy of all documents produced to you in this matter. Please note that the payment history can be found on pages PL_000059-PL_000062.

Sincerely,

Erica G. Lybrand

Enclosures

cc:

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

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you have previously received a discharge in bankruptcy, this message is not and should not be construed as an attempt to collect a debt, but only an enforcement of the lien against the property.

E201

SER1 0060564010 _____ CUSTOMER SERVICE INV PL1/001 06/01/16 14:58:25

RONNELL D WALKER 248-49-3549 OC TYPE F.H.A. MAN F
000-00-0000 IR 4.25000 BR DN 000-000-0000
412 EASTOVER CIRCLE SUMMERVILLE SC 29483-5239 A 000-000-0000
_ _____ < GENERAL INS COMMENT ENTERED BY ASSURANT >: 06/02/16

-----~HIST----------* LOAN HISTORY *----------(MORE)

PROC-DT	DUE-DT	TRAN	TRAN-DESCRIPTION	SG NO	TRAN-EFFECTIVE-DATE
TRAN-AMT	PRINCIPAL	INTEREST	ESCROW	AMOUNT/CD/DESCRIPTION	
05-17-16	00-00	631	PROPERTY PRESERVATION		
15.00	0.00	0.00	0.00	15.00	MTGR REC CORP ADV BA
05-03-16	11-14	161	ESCROW ADVANCE		
203.26	0.00	0.00	203.26		
05-03-16	07-16	310	MORTGAGE INSURANCE DISBURSEMENT		
203.26-	0.00	0.00	203.26-		PAYEE = RBP
			11,055.98-		
04-20-16	00-00	631	PROPERTY PRESERVATION		
15.00	0.00	0.00	0.00	15.00	MTGR REC CORP ADV BA
04-04-16	11-14	161	ESCROW ADVANCE		
203.26	0.00	0.00	203.26		
04-04-16	07-16	310	MORTGAGE INSURANCE DISBURSEMENT		
203.26-	0.00	0.00	203.26-		PAYEE = RBP
			10,852.72-		
03-18-16	00-00	631	PROPERTY PRESERVATION		
15.00	0.00	0.00	0.00	15.00	MTGR REC CORP ADV BA
03-02-16	11-14	161	ESCROW ADVANCE		
203.26	0.00	0.00	203.26		
03-02-16	07-16	310	MORTGAGE INSURANCE DISBURSEMENT		
203.26-	0.00	0.00	203.26-		PAYEE = RBP
			10,649.46-		
02-19-16	00-00	631	PROPERTY PRESERVATION		
15.00	0.00	0.00	0.00	15.00	MTGR REC CORP ADV BA
02-18-16	00-00	601	MISCELLANEOUS CORPORATE DISBURSEMENT		
9.90	0.00	0.00	0.00	9.90	NON REC CORP ADV
02-02-16	11-14	161	ESCROW ADVANCE		
203.26	0.00	0.00	203.26		
02-02-16	07-16	310	MORTGAGE INSURANCE DISBURSEMENT		
203.26-	0.00	0.00	203.26-		PAYEE = RBP
			10,446.20-		
01-05-16	11-14	161	ESCROW ADVANCE		
203.26	0.00	0.00	203.26		
01-05-16	07-16	310	MORTGAGE INSURANCE DISBURSEMENT		

	203.26-	0.00	0.00	203.26-		PAYEE = RBP	
				10,242.94-			
12-08-15	11-14	161	ESCROW ADVANCE				
	3,809.04	0.00	0.00	3,809.04			
12-08-15	12-15	312	COUNTY TAX				
	3,809.04-	0.00	0.00	3,809.04-		PAYEE = 39015	
				10,039.68-			
12-02-15	11-14	161	ESCROW ADVANCE				
	203.26	0.00	0.00	203.26			
12-02-15	07-16	310	MORTGAGE INSURANCE DISBURSEMENT				
	203.26-	0.00	0.00	203.26-		PAYEE = RBP	
				6,230.64-			
11-12-15	00-00	633	MISC FORECLOSURE AND BANKRUPTCY EXPENSES				
	135.00	0.00	0.00	0.00	135.00	MTGR REC CORP ADV BA	
11-03-15	11-14	161	ESCROW ADVANCE				
	203.26	0.00	0.00	203.26			
11-03-15	07-16	310	MORTGAGE INSURANCE DISBURSEMENT				
	203.26-	0.00	0.00	203.26-		PAYEE = RBP	
				6,027.38-			
10-23-15	00-00	631	PROPERTY PRESERVATION				
	20.00	0.00	0.00	0.00	20.00	MTGR REC CORP ADV BA	
10-02-15	11-14	161	ESCROW ADVANCE				
	203.26	0.00	0.00	203.26			
10-02-15	07-16	310	MORTGAGE INSURANCE DISBURSEMENT				
	203.26-	0.00	0.00	203.26-		PAYEE = RBP	
				5,824.12-			
09-22-15	00-00	631	PROPERTY PRESERVATION				
	20.00	0.00	0.00	0.00	20.00	MTGR REC CORP ADV BA	
09-15-15	00-00	630	ATTORNEY ADVANCES				
	175.00	0.00	0.00	0.00	175.00	MTGR REC CORP ADV BA	
09-02-15	11-14	161	ESCROW ADVANCE				
	203.26	0.00	0.00	203.26			
09-02-15	07-16	310	MORTGAGE INSURANCE DISBURSEMENT				
	203.26-	0.00	0.00	203.26-		PAYEE = RBP	
				5,620.86-			
08-24-15	00-00	631	PROPERTY PRESERVATION				
	20.00	0.00	0.00	0.00	20.00	MTGR REC CORP ADV BA	
08-04-15	11-14	161	ESCROW ADVANCE				
	203.26	0.00	0.00	203.26			
08-04-15	07-16	310	MORTGAGE INSURANCE DISBURSEMENT				
	203.26-	0.00	0.00	203.26-		PAYEE = RBP	
				5,417.60-			

07-28-15 11-14 186 BANK ADJUSTMENT (ESCROW)
194,389.15 187,740.05 6,649.10 0.00 6
187,740.05

07-27-15 00-00 601 MISCELLANEOUS CORPORATE DISBURSEMENT
9.90 0.00 0.00 0.00 9.90 NON REC CORP ADV
07-22-15 00-00 631 PROPERTY PRESERVATION
20.00 0.00 0.00 0.00 20.00 MTGR REC CORP ADV BA
07-02-15 11-14 161 ESCROW ADVANCE
206.84 0.00 0.00 206.84
07-02-15 07-15 310 MORTGAGE INSURANCE DISBURSEMENT
206.84- 0.00 0.00 206.84- PAYEE = RBP
5,214.34-
06-03-15 11-14 161 ESCROW ADVANCE
922.00 0.00 0.00 922.00
06-03-15 06-15 351 HAZARD INS (PRIMARY POLICY)
922.00- 0.00 0.00 922.00- PAYEE = SUF3E
5,007.50-
06-02-15 11-14 161 ESCROW ADVANCE
206.84 0.00 0.00 206.84
06-02-15 07-15 310 MORTGAGE INSURANCE DISBURSEMENT
206.84- 0.00 0.00 206.84- PAYEE = RBP
4,085.50-
05-06-15 00-00 632 STATUTORY EXPENSES
425.00 0.00 0.00 0.00 425.00 MTGR REC CORP ADV BA
05-06-15 00-00 632 STATUTORY EXPENSES
270.00 0.00 0.00 0.00 270.00 MTGR REC CORP ADV BA
05-06-15 00-00 632 STATUTORY EXPENSES
6.00 0.00 0.00 0.00 6.00 MTGR REC CORP ADV BA
05-06-15 00-00 632 STATUTORY EXPENSES
150.00 0.00 0.00 0.00 150.00 MTGR REC CORP ADV BA

05-06-15 00-00 630 ATTORNEY ADVANCES
1,155.00 0.00 0.00 0.00 1,155.00 MTGR REC CORP ADV BA
05-04-15 11-14 161 ESCROW ADVANCE
206.84 0.00 0.00 206.84
05-04-15 07-15 310 MORTGAGE INSURANCE DISBURSEMENT
206.84- 0.00 0.00 206.84- PAYEE = RBP
3,878.66-
04-21-15 00-00 631 PROPERTY PRESERVATION
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04-02-15 11-14 161 ESCROW ADVANCE
206.84 0.00 0.00 206.84

04-02-15 07-15 310 MORTGAGE INSURANCE DISBURSEMENT
206.84- 0.00 0.00 206.84- PAYEE = RBP
3,671.82-
03-19-15 00-00 631 PROPERTY PRESERVATION
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03-13-15 11-14 161 ESCROW ADVANCE
765.10 0.00 0.00 765.10
03-13-15 11-14 147 MISAPP OF PYMNT 05 MPL REVERSAL
0.00 262.50- 664.91- 382.55- 380.08-
187,740.05 3,464.98-
03-13-15 12-14 147 MISAPP OF PYMNT 05 MPL REVERSAL
0.00 263.43- 663.98- 382.55-
187,477.55 3,082.43-
03-09-15 12-14 168 REPAY OF ESCROW ADVANCE
0.00 0.00 0.00 382.55- 382.55
03-09-15 12-14 173 PAYMENT
0.00 263.43 663.98 382.55
187,214.12 2,699.88-
03-09-15 11-14 168 REPAY OF ESCROW ADVANCE
0.00 0.00 0.00 382.55- 382.55
03-09-15 11-14 173 PAYMENT
3,000.00 262.50 664.91 382.55 380.08
187,477.55 3,082.43-

03-03-15 11-14 161 ESCROW ADVANCE
206.84 0.00 0.00 206.84
03-03-15 07-15 310 MORTGAGE INSURANCE DISBURSEMENT
206.84- 0.00 0.00 206.84- PAYEE = RBP
3,464.98-
02-17-15 11-14 152 LATE CHARGE ASSESSMENT
0.00 0.00 0.00 0.00 15.50-1 LATE CHARGE
02-03-15 11-14 161 ESCROW ADVANCE
206.84 0.00 0.00 206.84
02-03-15 07-15 310 MORTGAGE INSURANCE DISBURSEMENT
206.84- 0.00 0.00 206.84- PAYEE = RBP
3,258.14-
01-16-15 11-14 152 LATE CHARGE ASSESSMENT
0.00 0.00 0.00 0.00 15.50-1 LATE CHARGE
01-05-15 11-14 161 ESCROW ADVANCE
206.84 0.00 0.00 206.84
01-05-15 07-15 310 MORTGAGE INSURANCE DISBURSEMENT
206.84- 0.00 0.00 206.84- PAYEE = RBP
3,051.30-

12-16-14 11-14 152 LATE CHARGE ASSESSMENT
0.00 0.00 0.00 0.00 15.50-1 LATE CHARGE
12-08-14 10-14 168 REPAY OF ESCROW ADVANCE
0.00 0.00 0.00 382.55- 382.55

12-08-14 10-14 172 PAYMENT
1,309.96 261.57 665.84 382.55
187,740.05 2,844.46-
12-02-14 10-14 161 ESCROW ADVANCE
206.84 0.00 0.00 206.84
12-02-14 07-15 310 MORTGAGE INSURANCE DISBURSEMENT
206.84- 0.00 0.00 206.84- PAYEE = RBP
3,227.01-
11-18-14 10-14 161 ESCROW ADVANCE
3,020.17 0.00 0.00 3,020.17
11-18-14 12-14 312 COUNTY TAX
3,580.49- 0.00 0.00 3,580.49- PAYEE = 39015
3,020.17-
11-17-14 10-14 152 LATE CHARGE ASSESSMENT
0.00 0.00 0.00 0.00 15.50-1 LATE CHARGE
11-04-14 07-15 310 MORTGAGE INSURANCE DISBURSEMENT
206.84- 0.00 0.00 206.84- PAYEE = RBP
560.32
10-02-14 07-15 310 MORTGAGE INSURANCE DISBURSEMENT
206.84- 0.00 0.00 206.84- PAYEE = RBP
767.16
09-25-14 09-14 174 PAYMENT
1,309.00 260.65 666.76 381.59
188,001.62 974.00
09-03-14 07-15 310 MORTGAGE INSURANCE DISBURSEMENT
206.84- 0.00 0.00 206.84- PAYEE = RBP
592.41
08-25-14 09-14 170 ADJUSTMENT TRAN
799.25 0.00 0.00 799.25
799.25
08-19-14 09-14 142 LOAN SETUP
0.00 188,262.27- 0.00 0.00
188,262.27

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

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

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

ROGERS TOWNSEND
ATTORNEYS AT LAW

August 25, 2016

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
RESTRICTED DELIVERY
Ronnell Demar Bey
412 Eastover Circle
Summerville, SC 29483

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

Dear Mr. Bey:

In accordance with the order of the Honorable Dale E. VanSlambrook at the hearing which took place on August 24, 2016, I am providing the name of the witness for the Plaintiff at the final non-jury trial.

Plaintiff's representative will be Raymond Crawford, and employee of the servicer, Cenlar. His business address is 425 Phillips Blvd. Ewing NJ 08618. Mr. Crawford is expected to testify regarding the business records of Plaintiff, specifically as to the Note, Mortgage, and payment history. He is also expected to testify regarding the total debt due and the details of the default.

Plaintiff has not identified any other potential witnesses at this time, but in the event an additional witness is necessary following the result of the discovery also served today, I will immediately provide that information.

Sincerely,

Erica G. Lybrand

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

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you have previously received a discharge in bankruptcy, this message is not and should not be construed as an attempt to collect a debt, but only an enforcement of the lien against the property.

Certificate of Counsel

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

February 17, 2018

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

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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BERKELY COUNTY
Court of Common Pleas

Dale Van Slambrook, Master In Equity

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

PrimeLending, A
PlainsCapital Company

Respondent,

v.

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

Appellant.

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FEB 20 2018
SC Court of Appeals

CERTIFICATE OF COUNSEL

The undersigned certified that this Record on Appeal complies with Rule 211(b), SCACR.

February 17, 2018

I Am: Ronnell Demar Bey
Authorized Representative
Natural Person, In Propria Persona: Sui Juris
Ex Relatione RONNELL DEMAR WALKER
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Tunis Territory
C/o 412 Eastover Circle
Summerville, SC [29483]
Non-Domestic, Non-Resident