

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM RICHLAND COUNTY

Court of Common Pleas

Joseph M. Strickland, Master-In-Equity

Appellate Case No. 2017-002164

RECEIVED
MAY 04 2018
SC Court of Appeals

Wells Fargo Bank, N.A Appellant,

v.

Gwendolyn Ladson a/k/a Gwendolyn H. Ladson..... Defendant,

Stuart Arnold..... Respondent.

RECORD ON APPEAL

Caroline R. Glenn
Brock and Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, South Carolina 29210
(803) 454-3540
Attorney for the Appellant

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Attorney for the Defendant

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Attorney for the Appellant

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Columbia, SC 29209
Attorney for the Respondent

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THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM RICHLAND COUNTY

Court of Common Pleas

Joseph M. Strickland, Master-In-Equity

Appellate Case No. 2017-002164

Wells Fargo Bank, N.A Appellant,

v.

Gwendolyn Ladson a/k/a Gwendolyn H. Ladson..... Defendant,

Stuart Arnold..... Respondent.

CERTIFICATE OF COUNSEL

The undersigned certifies that the Record on Appeal contains all material proposed to be included by any of the parties to this action, and no other material.



Caroline R. Glenn
Brock and Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, South Carolina 29210
(803) 454-3540
Attorney for the Appellant

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
Wells Fargo Bank, NA,
Plaintiff,

vs.

Gwendolyn Ladson a/k/a Gwendolyn H. Ladson,
Defendant(s).

IN THE COURT OF COMMON PLEAS
C/A NO.: 2015-CP-40-02203

ORDER OF REFERENCE
(Action for Foreclosure)

Upon motion of the undersigned attorney for Plaintiff, it appearing that this case is a foreclosure action; and it further appearing, pursuant to Rule 53(b) South Carolina Rules of Civil Procedure, that this is a proper matter to refer to The Honorable Joseph M. Strickland as Master In Equity for Richland County.

Now therefore, IT IS ORDERED that the above entitled cause be, and the same is hereby, referred to The Honorable Joseph M. Strickland as Master In Equity for Richland County for a final foreclosure hearing to be held, wherein the Master In Equity will make appropriate findings of fact and conclusions of law with authority to dispose of any and all issues and enter a final judgment in the cause, without further order of court, to order a judicial sale on any day, not just a regular judicial sales day and to hear any issues and make any orders after sale or judgment, including but not limited to, issues involving surplus funds pursuant to Rule 71(c) SCRCP, Petitions or Motions relating to Writ of Assistance or any other actions as to possession, and/or removal of property, and issues pursuant to appraisal proceedings under S.C. Code Ann. Section 29-3-680, et seq. (1976 SC Code of Laws, as amended).

Any appeal from the final judgment in this cause shall be to the South Carolina Court of Appeals.

Jeanette W. McBride
Clerk of Court

Richland South Carolina
Date: 7-9-15

WE SO MOVE:

Brook Dangerfield

Brook Dangerfield, SCB# 77912
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540 Fax 803-454-3541
Attorneys for Plaintiff

RICHLAND COUNTY
FILED
JEANETTE W. McBRIDE
C.P. & N.S.
2015 JUL -9 PM 3:15

B&S No.: 15-04834



STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
Wells Fargo Bank, NA,
Plaintiff,

IN THE COURT OF COMMON PLEAS
C/A NO.: 2015-CP-40-02203

vs.
Gwendolyn Ladson a/k/a Gwendolyn H. Ladson,
Defendant(s).

**MOTION AND ORDER INFORMATION FORM
AND COVER SHEET**

Plaintiff(s) Attorney:

Suzanne E. Brown, SC Bar No. 076440
Jason L. Branham, SC Bar No. 072902
Chad W. Burgess, SC Bar No. 072520
Sarah O. Leonard, SC Bar No. 080165
Alan M. Stewart, SC Bar No.: 015576
Brook D. Dangerfield, SC Bar No. 077912
Caroline R. Glenn, SC Bar No. 077157
Patrick A. McCabe, SC Bar No. 081264

Defendant(s) Attorney:

Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210

- 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:

Estimated Time Needed:

Court Reporter Needed: YES / NO

SECTION II: Motion 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.

Signature of Attorney for Plaintiff / Defendant

06/30/2015

Date Submitted

SECTION III: Motion Fee

Paid - Amount: \$25.00

Exempt:

- Motion for Stay in Bankruptcy
 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 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: _____

JUDGE'S SECTION

Motion fee to be paid upon filing of the attached order.

Other: _____

JUDGE

Code:

Date:

CLERK'S VERIFICATION

Collected by: _____

Motion fee Collected: _____

Contested - Amount Due: _____

DATE FILED

RECEIVED
2015 JUL -9 PM 3:15
RICHLAND COUNTY

Richland County Common Pleas

Clerk : Jeanette W. McBride
Richland County Judicial Center
Columbia, SC 29201
(803) 576-1999

Received From: Stewart, Alan Martin
3800 Fernandina Road
Columbia, SC 29210

Date: 7/7/2015

Receipt #: 195776

Clerk: rc232706

Paying for: Wells Fargo Bank N A,

Reference #:92048

Transaction Type: Payment

Comment:

Payment Type: Check \$25.00

Total Paid: \$25.00

Non-Refundable

Case #	Caption	Previous Balance	Amount Paid	Balance Due
2015CP4002203	Wells Fargo Bank N A vs Gwendolyn Ladson defendant, et al	\$25.00	\$25.00	\$0.00
Total Cases:	1	\$25.00	\$25.00	\$0.00

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2015-CP-40-02203

Wells Fargo Bank, NA

Gwendolyn Ladson a/k/a Gwendolyn H. Ladson

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Brock & Scott, PLLC
Westpark Center
3800 Fernandina Road Suite 110
Columbia, SC 29210

Attorney for : Plaintiff Defendant
 or
 Self-Represented Litigant

2015 JUL -9 PM 3:15
 ARNETTE W. HARRISON
 CLERK & G.S.
 RICHLAND COUNTY

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.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

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

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

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk : ORDER OF REFERENCE

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
If applicable, describe the property, including tax map information and address, referenced in the order: All that certain piece, parcel, or lot of land, together with improvements thereon, situate, lying near Columbia, Richland County, South Carolina, the same being designated as Lot No. 7, Block "D", on Plat of Riverview Terrace, by William Wingfield, dated December 20, 1962, revised December 5, 1963, and recorded in Plat Book "U", Page 191 in the Records for Richland County, South Carolina ; further shown on a plat prepared for John Ladson and Gwendolyn Ladson by Cox and Dinkins, Inc., dated June 17, 1988, recorded in Plat Book 52, Page 2174 in the Records for Richland County, South Carolina; reference is craved to such plat for a more particular description of the subject property. This property subject to easements and restrictions, of record as shown on the recorded plats above in the Records for Richland County, South Carolina. This being the same property conveyed to John Ladson and Gwendolyn Ladson by Deed of Equitable Bank, N.A. dated June 24, 1988 and recorded July 5, 1988 in Book D894, Page 605 in the Records for Richland County, South Carolina. Thereafter, being the same property conveyed to Gwendolyn H. Ladson by Deed of Distribution from the Estate of John Ladson dated February 15, 2007 and recorded February 28, 2007 in Book 1286, Page 2851 in said Records.		


**BROCK
& SCOTT**
PLLC

COLUMBIA OFFICE
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COLUMBIA, SC 29210
PHONE 803-454-3540
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ATLANTA, GA
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WINSTON-SALEM, NC
COLUMBIA, SC
FRANKLIN, TN

THOMAS E. BROCK *
GREGORY A. SCOTT *
JAMES P. BONNER *
MARK A. PEARSON **
BRIAN L. CAMPBELL **
SEAN M. CORCORAN *

www.brockandscott.com

* Licensed in North Carolina

** Licensed in North Carolina and South Carolina

June 30, 2015

Dear Interested Parties:

RE: Wells Fargo Bank, NA v. Gwendolyn Ladson a/k/a Gwendolyn H. Ladson
Court Case No.: 2015-CP-40-02203
B&S No: 15-04834 FC01

Please find enclosed herewith a copy of the following documents:

1. Proposed Order of Reference
2. Certificate of Service by Mail
3. Certificate of Compliance with S.C. Administrative Order No. 2011-05-02-01

By letter to the Richland County Clerk of Court or Master In Equity of this same date, the originals of these items have been mailed for filing.

Sincerely,


Paralegal

Enclosures

***** THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE BEEN DISCHARGED IN A CHAPTER SEVEN BANKRUPTCY, WE ARE NOT SEEKING PERSONAL LIABILITY AGAINST YOU, BUT ARE PURSUING THE RIGHTS AGAINST THE PROPERTY AS PROVIDED IN THE SECURITY AGREEMENTS*****

B&S No.: 15-04834 FC01

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Wells Fargo Bank, NA,

Plaintiff,

vs.

Gwendolyn Ladson a/k/a Gwendolyn H. Ladson,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2015-CP-40-02203

CERTIFICATE OF SERVICE BY MAIL

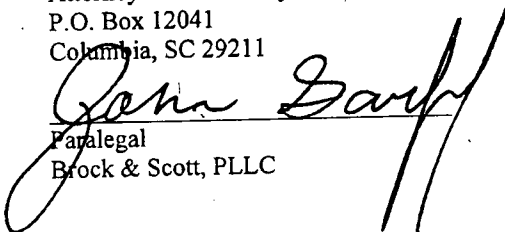
The undersigned hereby certifies that he/she is an employee of Brock & Scott, PLLC, and is a person of such age and discretion to be competent to serve papers.

That on the 2nd day of ~~June~~ ^{July}, 2015, he/she served a copy of the documents listed below by placing said copy in a postage paid envelope addressed to each of the following persons at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

Documents: -Proposed Order of Reference
 -Certificate of Service

Party(ies) Served:

William L. Pyatt, Attorney,
Pyatt Law Firm, LLC
Attorney for Gwendolyn Ladson a/k/a Gwendolyn H. Ladson
P.O. Box 12041
Columbia, SC 29211


Paralegal
Brock & Scott, PLLC

Columbia, South Carolina

2015 JUL -9 PM 3:15
JEANETTE W. NORRIDE
CLERK OF COURT
RICHLAND COUNTY
S.C.

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2015-CP-40-02203

Wells Fargo Bank, N.A.

Gwendolyn Ladson a/k/a Gwendolyn H. Ladson

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Brock & Scott, PLLC
Westpark Center
3800 Fernandina Road Suite 110
Columbia, SC 29210

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.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):** Affirmed; Reversed; Remanded; Other

2016 JUN 22 AM 8:55
 FILED
 CLERK OF COURT
 RICHLAND COUNTY
 SOUTH CAROLINA

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
If applicable, describe the property, including tax map information and address, referenced in the order: All that certain piece, parcel, or lot of land, together with improvements thereon, situate, lying near Columbia, Richland County, South Carolina, the same being designated as Lot No. 7, Block "D", on Plat of Riverview Terrace, by William Wingfield, dated December 20, 1962, revised December 5, 1963, and recorded in Plat Book "U", Page 191 in the Records for Richland County, South Carolina ; further shown on a plat prepared for John Ladson and Gwendolyn Ladson by Cox and Dinkins, Inc., dated June 17, 1988, recorded in Plat Book 52, Page 2174 in the Records for Richland County, South Carolina; reference is craved to such plat for a more particular description of the subject property.		
This property subject to easements and restrictions of record as shown on the recorded plats above in the Records for Richland County, South Carolina.		
This being the same property conveyed to John Ladson and Gwendolyn Ladson by Deed of Equitable Bank, N.A. dated June 24, 1988 and recorded July 5, 1988 in Book D894, Page 605 in the Records for Richland County, South Carolina. Thereafter, being the same property conveyed to Gwendolyn H. Ladson by Deed of		

Distribution from the Estate of John Ladson dated February 15, 2007 and recorded February 28, 2007 in Book 1286, Page 2851 in said Records.

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.

[Signature]
~~Circuit Court Judge~~ *master*

2097
Judge Code

June 10, 2016
Date

For Clerk of Court Office Use Only

This judgment was entered on the 22 day of June, 2016 and a copy mailed first class or placed in the appropriate attorney's box on this ___ day of ___, 2016 to attorneys of record or to parties (when appearing pro se) as follows:

Gwendolyn Ladson a/k/a Gwendolyn H. Ladson
ATTORNEY(S) FOR THE DEFENDANT(S)

[Signature]
CLERK OF COURT

ATTORNEY(S) FOR THE PLAINTIFF(S)

Court Reporter:

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Wells Fargo Bank, N.A.,

Plaintiff,

v.

Gwendolyn Ladson a/k/a Gwendolyn H.
Ladson,

Defendant(s)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2015-CP-40-02203

MASTER IN EQUITY'S ORDER AND JUDGMENT OF
FORECLOSURE AND SALE

(GRANTING PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT)

DEFICIENCY WAIVED

FILED
2015 JUN 22 AM 10:55
C.C.P. & G.

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above entitled matter was referred to the undersigned Master In Equity to make appropriate findings of fact and conclusions of law, with authority to enter a final Judgment in the cause. Any appeal from the decision of the Master In Equity shall be directly to the South Carolina Court of Appeals or Supreme Court.

Pursuant to the said reference, a hearing was held, a record was made, which is reported herewith, and from the testimony and evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on April 10, 2015.
2. The Summons and Complaint were filed on April 10, 2015.
3. Service was made upon the Defendants named in this Report as is shown by the proofs of service filed herein.
4. The Defendant(s) Gwendolyn Ladson a/k/a Gwendolyn H. Ladson is/are in default as shown by Affidavit filed herein.
5. According to an Affidavit filed herein, no Defendant in default is in the military service of the United States of America, as contemplated under the Servicemembers' Civil Relief Act fka Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.
6. The Plaintiff's Motion for Summary Judgment was filed on January 26, 2016.
- 7.

file reference: 15-04834



8. The Defendants were notified of the time, date and place of hearing in this matter.
9. For value received, John L. Ladson and Gwendolyn H. Ladson made, executed and delivered a note, dated September 4, 2003, promising thereby to pay to the order of Wachovia Bank, National Association the sum of \$20,000.00 with interest at the rate of 5.25% per annum (hereinafter "Note"). Other terms and conditions are stated in the note, which is of record herein.
10. To better secure the payment of the Note described above, the said John Ladson (a/k/a John L. Ladson) and Gwendolyn Ladson (a/k/a Gwendolyn H. Ladson) made, executed and delivered a mortgage to Wachovia Bank, National Association, in writing, dated September 4, 2003, covering real property in Richland County, which is the same as that described in the Complaint. The Mortgage was recorded on September 16, 2003, and is of record in the Richland County Registry in Book 852 at page 964.
11. This mortgage constitutes a valid second lien on the subject property.
12. Thereafter the Mortgage was transferred to the Plaintiff herein corporate merger.
13. As required by South Carolina Supreme Court Administrative Order 2009-05-22-01 (hereinafter, "the Administrative Order"), Plaintiff states that this loan is not owned or guaranteed by Fannie Mae, nor is it owned or guaranteed by Freddie Mac, nor has the Servicer signed an agreement to participate in the Home Affordable Modification Program (hereinafter, "the HAMP"); therefore, Plaintiff alleges upon information and belief, that the loan is not eligible for modification under the HAMP.
14. Furthermore, Plaintiff complied with Administrative Order 2011-05-02-1 issued by the South Carolina Supreme Court.
15. The titleholder(s) of record of the Property as of the filing of the Lis Pendens in this action was/were Gwendolyn H. Ladson.
16. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note and Mortgage in the hands of its attorney of record herein for collection.
17. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan

documents, performing the title search, preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$4,374.00 is a reasonable attorney's fee for the Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the note and mortgage. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time. The amount due and owing on the Note and Mortgage, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorney's fees, secured by the Note and Mortgage, is as follows:

Principal due as of today's date:	03/29/16		\$8,991.35
Accrued interest from:	06/13/14	to: 03/29/16	\$ 781.04
Accruing at:	4.5% per annum		
Advancements to Escrow			\$ 1,083.36
Late charges:			\$ 7.50
Costs of collection prior to hearing:			\$ 841.44
Attorney's fees:			\$ 4,374.00

Total Debt secured by Note and Mortgage, including interest to date is \$16,078.69. Interest for the period from the date shown above through the date of this judgment, at above stated rate, to be added to the above stated "Total Debt" to comprise the amount of the Judgment debt entered herein, and interest after the date of Judgment at the rate of 4.5% per annum, the Note's current rate, pursuant to the terms of the Note and Mortgage on the judgment debt should be added to such judgment debt to comprise the amount of the Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

18. The Plaintiff is seeking foreclosure of its mortgage and has, in the Complaint or subsequently thereto in writing, expressly Waived the right to a personal or deficiency Judgment pursuant to Rule 71(b), SCRCP.

19. The Defendant(s), below listed, claim or may claim liens upon or interests in the subject property; and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claims will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRPC. The said Defendants and such claims or liens are as follows:

C. The Defendant(s), Wells Fargo Bank, N.A. s/b/m to Wachovia Bank, N.A., has or may claim to have some interest in the Property by virtue of a mortgage given by John Ladson and Gwendolyn Ladson, in the original principal amount of \$73,848.50, which mortgage was recorded/filed in the Richland County Records on 09/16/2003 in Book 852 at Page 958. Upon information and belief, said lien has been paid in full but never satisfied of record and is hereby removed from the title to the Property upon the entry of a judicial order.

D. The Defendant, Gwendolyn H. Ladson, has or may claim to have some interest in the Property by virtue of being an heir to or devisee of John Ladson as shown in Estate file 2005-ES-40-513 in the Richland County Records. Any interest that this Defendant would have received in the subject property would have been "subject to" Plaintiff's Mortgage and this interest would be eliminated through a properly completed foreclosure sale.

CONCLUSIONS OF LAW: I, therefore, conclude as follows:

1. The Plaintiff's Motion for Summary Judgment should be granted and the Plaintiff should have judgment of foreclosure of its Mortgage; and the Property should be ordered sold at public auction after due advertisement.
2. That there is due to the Plaintiff on its Note and Mortgage the sum of \$16,078.69, representing the Total Debt due to the Plaintiff as outlined above, together with interest thereon at the rate provided in the Note to the date hereof.
3. That the amount due in the preceding paragraph (the "Total Debt") and later accrued interest and costs shall constitute the total judgment debt due to the Plaintiff and shall bear interest hereafter at the rate of 4.5% per annum, the current interest rate of the Note.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. That the Plaintiff's Motion for Summary Judgment is granted.

File reference: 15-04834

2. That the Defendant(s) liable for the aforesaid Mortgage debt shall, prior to the date and time of the sale of the Property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.
3. That on default of payment prior to the date and time of the sale, the Property, hereinafter described, shall be sold by the undersigned Master In Equity at public auction, at the Richland County Courthouse, City of Columbia, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:
 - A. FOR CASH: The undersigned Master In Equity shall require a deposit of 5% on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within twenty (20) days days the same to be forfeited and applied to the costs and then to the Plaintiff's debt.
 - B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 4.5% per annum, which is the Note's current interest rate.
 - C. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.
 - D. Purchaser to pay for the deed and the cost of recording the deed.
4. If the Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, the Plaintiff may pay to the undersigned Master In Equity only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiffs indebtedness.
5. That a personal or deficiency Judgment being Waived, the bidding will not remain open for thirty (30) days and bidding will be final on the date of the sale, and compliance with the bid may be made immediately.
6. That the undersigned Master In Equity will, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and that he will execute to the purchaser, or purchasers, a deed to the Property sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. If such sale is made to anyone other than the Plaintiff or its assignee, should the successful bidder, or

File reference: 15-04834

his assignee, fail to comply with the terms thereof within twenty (20) days after the date of sale, then the undersigned Master In Equity may re-advertise the Property for sale on the next, or some other subsequent, sales day, at the risk of the highest bidder, and so on from time to time thereafter until a full compliance shall be secured.

7. In the event an agent of the 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 terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.
8. That the undersigned Master In Equity shall apply the proceeds of the sale as follows:

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

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

NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRPC.

9. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein, and all persons whomsoever claiming under him, them or it, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.
10. That it is further ORDERED ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant, who was the title holder of the mortgaged property at the time of the filing of the Lis Pendens, and the Grantee; and that the Richland County Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.
11. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Richland County may be ordered and directed to eject and

remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued 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.

12. That it is further ORDERED ADJUDGED AND DECREED that after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Master In Equity shall direct the Register of Deeds to release of record the lien(s) being foreclosed, which lien(s) are described in the Findings of Fact herein above.

13. That it is further ORDERED ADJUDGED AND DECREED that the following is a description of the Property herein ordered to be sold:

ALL THAT CERTAIN PIECE, PARCEL, OR LOT OF LAND, TOGETHER WITH IMPROVEMENTS THEREON, SITUATE, LYING NEAR COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA, THE SAME BEING DESIGNATED AS LOT NO. 7, BLOCK "D", ON PLAT OF RIVERVIEW TERRACE, BY WILLIAM WINGFIELD, DATED DECEMBER 20, 1962, REVISED DECEMBER 5, 1963, AND RECORDED IN PLAT BOOK "U", PAGE 191 IN THE RECORDS FOR RICHLAND COUNTY, SOUTH CAROLINA ; FURTHER SHOWN ON A PLAT PREPARED FOR JOHN LADSON AND GWENDOLYN LADSON BY COX AND DINKINS, INC., DATED JUNE 17, 1988, RECORDED IN PLAT BOOK 52, PAGE 2174 IN THE RECORDS FOR RICHLAND COUNTY, SOUTH CAROLINA; REFERENCE IS CRAVED TO SUCH PLAT FOR A MORE PARTICULAR DESCRIPTION OF THE SUBJECT PROPERTY.

THIS PROPERTY SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD AS SHOWN ON THE RECORDED PLATS ABOVE IN THE RECORDS FOR RICHLAND COUNTY, SOUTH CAROLINA.

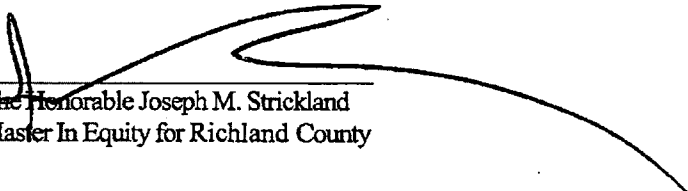
THIS BEING THE SAME PROPERTY CONVEYED TO JOHN LADSON AND GWENDOLYN LADSON BY DEED OF EQUITABLE BANK, N.A. DATED JUNE 24, 1988 AND RECORDED JULY 5, 1988 IN BOOK D894, PAGE 605 IN THE RECORDS FOR RICHLAND COUNTY, SOUTH CAROLINA. THEREAFTER, BEING THE SAME PROPERTY CONVEYED TO GWENDOLYN H. LADSON BY DEED OF DISTRIBUTION FROM THE ESTATE OF JOHN LADSON DATED FEBRUARY 15, 2007 AND RECORDED FEBRUARY 28, 2007 IN BOOK 1286, PAGE 2851 IN SAID RECORDS.

CURRENT ADDRESS OF PROPERTY: 4226 Chesterfield Drive, Columbia, SC 29203

TMS: 09201-01-13

AND IT IS SO ORDERED.

Date: June 10, 2016
Columbia, South Carolina


The Honorable Joseph M. Strickland
Master In Equity for Richland County

File reference: 15-04834

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO: 2015-CP-40-2203

Wells Fargo Bank, N.A.,)

Plaintiff (s),)

vs.)

CERTIFICATE OF MAILING

Gwendolyn Ladson, et al.,)

Defendant (s).)

I, the undersigned, a member of the Staff of the Office of the Richland County Master in Equity, do here by certify that the original:

- Master's Order on Sale & Disbursements with Statement Attached
- Master's Final Order
- Master's Report
- Order Confirming Master's Report
- Order of Dismissal
- Order of Dismissal in Supplementary Proceedings BEFORE Exam.
- Order of Dismissal in Supplementary Proceedings AFTER Exam.
 - No Assets Available to apply toward debt
 - Unable to Serve Defendant
 - Judgement has been satisfied
 - Provisions have been made to satisfy Judgment
 - Defendant has filed Bankruptcy
 - Order Confirming Agreement in Supplementary
- Other:

Dated _____ was filed in the office of the Clerk of Court for Richland County on _____ and copies of the _____ same, together with a check in the amount of \$ _____ made payable to _____ were/was mailed by U.S. Mail, postage paid/hand-delivered/placed in Attorney's Box in the Clerk's Office to the following Counsel/s of record at their Office Address and the following parties:

Brock & Scott Esquire _____ Esquire _____

 _____, 2015

DATED AT COLUMBIA, SOUTH CAROLINA

MASTER IN EQUITY

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

Wells Fargo Bank, N.A.,)

Plaintiff,)

v.)

Gwendolyn Ladson a/k/a Gwendolyn H. Ladson,)

Defendant(s).)

IN THE COURT OF COMMON PLEAS

CASE NO.: 2015-CP-400220

2017 MAY -8 PM 2:48
ANNETTE W. HOSKINS
C.C.P. & G.S.

RICHLAND COUNTY
FILED

**ORDER DENYING
PLAINTIFF'S
MOTION FOR RELIEF**

The parties were before the Court on April 19, 2017, on the Plaintiff's Motion for Relief ("Motion"). The Plaintiff was represented by its attorney, Caroline R. Glenn. Stuart Arnold was represented by his attorney, Leonard R. Jordan, Jr. No representative for Defendant, Gwendolyn Ladson, was present at the hearing. Prior to the hearing, Mr. Jordan filed Stuart Arnold's Return to Plaintiff's Motion for Relief ("Return").

BACKGROUND

This is a suit for foreclosure of a mortgage on real property known as 4226 Chesterfield Drive, Columbia, South Carolina, which suit resulted in a foreclosure sale held on July 5, 2016. Stuart Arnold was the successful bidder at the sale. He complied with his bid and received a Master's Deed to the subject real property, which deed was recorded on August 8, 2016.

The sale was conducted without notice to the public that there was a senior mortgage. The Judgment indicated that the Plaintiff's mortgage was a second lien but also provided that the first mortgage, which was also held by the Plaintiff, was paid in full and was, by the Judgment, removed from the title. The Plaintiff claims that this provision was inconsistent with the facts and was unintentionally included due to inadvertence and mistake of counsel.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Upon review of the Motion, the Return and the arguments of the parties' respective attorneys, I find and conclude as follows:

1. This suit, which was initiated on April 10, 2015, came for a hearing on the merits on March 29, 2016, and it resulted in the filing on June 22, 2016, of a Master in Equity's Order and Judgment of Foreclosure and Sale ("Judgment"). Stuart Arnold was not named as a party to the suit, and he had no legal or equitable interest in the subject property until his purchase thereof at the Master's Sale.

2. The Judgment (as well as the Record of Hearing for Foreclosure Case) included the following paragraph:

The Defendant(s), (sic) Wells Fargo Bank, N.A. s/b/m to Wachovia Bank, N.A., has or may claim to have some interest in the Property by virtue of a mortgage given by John Ladson and Gwendolyn Ladson, in the original principal amount of \$73,848.50, which mortgage was recorded/filed in the Richland County Records on 09/16/2003 in Book 852 at Page 958. Upon information and belief, said lien has been paid in full but never satisfied of record and is hereby removed from the title to the Property upon the entry of a judicial order.

3. In preparing to bid on the subject property at the foreclosure sale, Mr. Arnold reviewed the Judgment and concluded that the sale of the property was not subject to a prior (senior) mortgage, which confirmed what he had concluded from closely reviewing the published notice of the Master's Sale involving this case and property.

4. When the property was auctioned-off, no announcement was made that the property was offered for sale subject to an outstanding senior mortgage.

5. Mr. Arnold was the high bidder, with a bid of \$5,001.00. He timely complied with his bid, and I issued to him a deed, which, although without warranty, I intended to be good,

unencumbered title. I also issued an Order Confirming Sale, filed on August 2, 2016. None of these documents made any mention of a specific, surviving encumbrance.

6. It is quite apparent, and I find, that the Court was unaware that the above-quoted provision was erroneous or of any other claims with regard to the Plaintiff's other, senior mortgage even four months after the merits hearing, when I confirmed the sale.

7. It is also apparent, and I find, that Mr. Stuart performed appropriate due diligence with regard to investigating the foreclosure suit and the Judgment prior to bidding on the property and complying with his bid; that he paid in full the purchase money; that he acquired fee simple title; and that he did not have any notice of Wells Fargo Bank's claim to have a surviving, enforceable mortgage on the property until November 18, 2016, when he was served with Wells Fargo Bank's foreclosure suit seeking to enforce its remedies under said mortgage.

8. Based on these findings, I conclude that, in equity, Mr. Arnold is a bona fide purchaser for value without notice of any lien (defect) affecting the title to the subject property.

9. I further find that, since Mr. Arnold has invested large sums of money improving the subject property since acquiring title (he claims to have expended around \$64,000.00), which improvements were made by him while supposing, and believing in good faith, that he held good, fee simple title to the subject property, there is no realistic way to reverse the sale at this point to place all interested persons in the position they were in prior to the sale.

10. I therefore conclude that there is no relief available to the Plaintiff.

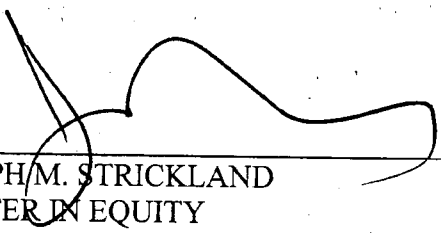
11. The matter of the validity and enforceability of Wells Fargo Bank's senior mortgage is not before the court in this case, and I decline to make any ruling with respect to that mortgage.

WHEREFORE, it is

ORDERED that the Motion is DENIED.

AND IT IS SO ORDERED.

Columbia, South Carolina
May 2, 2017



JOSEPH M. STRICKLAND
MASTER IN EQUITY



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

JUDGMENT IN A CIVIL CASE

CASE NO. 2016 CP-40-02203

Wells Fargo

Gwendolyn Ladson a/k/a Gwendolyn H. Ladson

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Leonard R. Jordan, Jr.	Attorney for : <input type="checkbox"/> Plaintiff <input checked="" type="checkbox"/> Defendant
	or <input type="checkbox"/> 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.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):** Affirmed; Reversed; Remanded; Other

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

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

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE PUBLIC 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)
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:
4226 Chesterfield Drive, Columbia, SC 29203

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.

2017 SEP 19 PM 4:25
JEANNETTE WOODRUFF
CLERK, P. & C.S.
RICHLAND COUNTY

FILED

Circuit Court Judge Master

2097
Judge Code

Sept. 19, 2017
Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 2017 and a copy mailed first class or placed in the appropriate attorney's box on this 19 day of Sept, 2017 to attorneys of record or to parties (when appearing pro se) as follows:

Chad W. Burgess

Leonard R. Jordan, Jr. (Stuart Arnold)

ATTORNEY(S) FOR THE PLAINTIFF(S)

Stuart Arnold

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2015-CP-40-02203

2017 SEP 19 PM 4:25
JEANNETTE W. HOOPER
C.C.P. & G.S.

RICHLAND COUNTY
FILED

Wells Fargo,)
)
Plaintiff,)
)
-vs-)
)
Gwendolyn Ladson a/k/a Gwendolyn H Ladson,)
)
Defendant.)
_____)

**ORDER DENYING
PLAINTIFF'S MOTION TO
ALTER OR AMEND ORDER**

This matter came before me on August 8, 2017, on Plaintiff's Motion to Alter or Amend Order filed on May 18, 2017.

Appearing at this motion hearing were Chad W. Burgess, Attorney for Plaintiff, and Leonard R. Jordan, Jr., Attorney for Stuart Arnold.

Plaintiff's Motion effectively seeks a reconsideration of the Order Denying Plaintiff's Motion for Relief, filed on May 8, 2017, which Order denied the Plaintiff's Motion for Relief, filed on February 27, 2017.

After hearing the reviewed arguments of Plaintiff's counsel, I am not persuaded that my previous Order should be altered or amended, and I again conclude that there is no relief available to Plaintiff.

It is, therefore, the decision of this Court that the Plaintiff's Motion to Alter or Amend be, and it is hereby, DENIED.

AND IT IS SO ORDERED.

Joseph M. Strickland
Master in Equity for Richland County

Columbia, South Carolina
August 21, 2017

DEFENDANT(S) LIST

B&S File Number: 15-04834 - FC01

Wells Fargo Bank, NA

Plaintiff

vs.

Gwendolyn Ladson a/k/a Gwendolyn H. Ladson

Defendant(s)

Property Address: 4226 Chesterfield Drive, Columbia, SC 29203

County: Richland

Process Server: Business, Etc. LLC

Defendant

Gwendolyn Ladson a/k/a Gwendolyn H. Ladson

4226 Chesterfield Drive

Columbia, SC 29203

Phone: 888-219-8014

Richland County

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Wells Fargo Bank, NA,

Plaintiff,

vs.

Gwendolyn Ladson a/k/a Gwendolyn H. Ladson, Defendant(s).

IN THE COURT OF COMMON PLEAS

2015CP1002203 -CP-

Submitted By:

Brian L. Campbell, SC 074521
Suzanne E. Brown, SC 076440
Jason L. Branham, SC 072902
Chad W. Burgess, SC 072520
Sarah O. Leonard, SC 080165
Jadda F. Wylie, SC 100246

Brook D. Dangerfield, SC 077912
Caroline R. Glenn, SC 077157
Patrick A. McCabe, SC 081264
William P. Stork, SC 100242
Alan M. Stewart, SC 15576

Address:

Brook & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Attorneys for Plaintiff

Telephone #: 888-726-9953

Fax #: 888-207-9353

Email: HomeownerAssist@BrockandScott.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint.
NON-JURY TRIAL demanded in complaint.
This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules
This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules
This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- Contracts: Constructions (100), Debt Collection (110), Employment (120), General (130), Breach of Contract (140), Other (199)
Torts - Professional Malpractice: Dental Malpractice (200), Legal Malpractice (210), Medical Malpractice (220), Previous Notice of Intent Case #, Notice/ File Med Mal (230), Other (299)
Torts - Personal Injury: Assault/Slander/Libel (300), Conversion (310), Motor Vehicle Accident (320), Premises Liability (330), Products Liability (340), Personal Injury (350), Wrongful Death (360), Other (399)
Real Property: Claim & Delivery (400), Condemnation (410), Foreclosure (420), Mechanic's Lien (430), Partition (440), Possession (450), Building Code Violation (460), Other (499)
Inmate Petitions: PCR (500), Mandamus (520), Habeas Corpus (530), Other (599)
Administrative Law/Relief: Reinstate Driver's License (800), Judicial Review (810), Relief (820), Permanent Injunction (830), Forfeiture-Petition (840), Forfeiture-Consent Order (850), Other (899)
Judgments/Settlements: Death Settlement (700), Foreign Judgment (710), Magistrate's Judgment (720), Minor Settlement (730), Transcript Judgment (740), Lis Pendens (750), Transfer of Structured Settlement Payment Rights Application (760), Confession of Judgment (770), Petition for Workers Compensation Settlement Approval (780), Other (799)
Appeals: Arbitration (900), Magistrate-Civil (910), Magistrate-Criminal (920), Municipal (930), Probate Court (940), SCDOT (950), Worker's Comp (960), Zoning Board (970), Public Service Commission (990), Employment Security Comm (991), Other (999)
Special/Complex /Other: Environmental (600), Automobile Arb. (610), Medical (620), Other (699), Pharmaceuticals (630), Unfair Trade Practices (640), Out-of State Depositions (650), Motion to Quash Subpoena in an Out-of-County Action (660), Sexual Predator (510)

2015 APR 10 AM 9:50
JEANNETTE W. M...
RICHLAND COUNTY
FILED

Submitting Party Signature:

[Handwritten Signature]

Date: April 9, 2015

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRPC, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. § 15-36-10 et seq.

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lexington, Pickens (Family Court Only), Richland, Sumter, Union, Williamsburg and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code § 15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post-Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Wells Fargo Bank, NA,

Plaintiff,

vs.

Gwendolyn Ladson a/k/a Gwendolyn H. Ladson,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: _____

SUMMONS AND NOTICES

(Non-Jury)

FORECLOSURE
OF REAL ESTATE
MORTGAGE

RICHLAND COUNTY
FILED
2015 APR 10 AM 8:50
JEANETTE W. MORRIS
C.C.P. & S.S.

TO THE DEFENDANT(S) ABOVE NAMED:

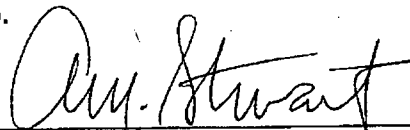
YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers at their offices at 3800 Fernandina Road, Suite 110, Columbia, SC 29210, within thirty (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

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

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

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an Order of Reference or the Court may issue a general Order of Reference of this action to a Master-in-Equity/Special Referee, pursuant to Rule 53 of the *South Carolina Rules of Civil Procedure*.

YOU WILL ALSO TAKE NOTICE that under the provisions of S.C. Code Ann. § 29-3-100, effective June 16, 1993, any collateral assignment of rents contained in the referenced Mortgage is perfected and Attorney for Plaintiff hereby gives notice that all rents shall be payable directly to it by delivery to its undersigned attorneys from the date of default. In the alternative, Plaintiff will move before a judge of this Circuit on the 10th day after service hereof, or as soon thereafter as counsel may be heard, for an Order enforcing the assignment of rents, if any, and compelling payment of all rents covered by such assignment directly to the Plaintiff, which motion is to be based upon the original Note and Mortgage herein and the Complaint attached hereto.



Sarah O. Leonard, SC Bar No. 080165
Jadda F. Wylie, SC Bar No. 100246
~~Alan M. Stewart, SC Bar No. 015576~~
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 888-726-9953 Fax 866-676-7658
Attorneys for Plaintiff

Dated: 4/9/2015

Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Wells Fargo Bank, NA,
Plaintiff,

vs.

Gwendolyn Ladson a/k/a Gwendolyn H. Ladson,
Defendant(s).

IN THE COURT OF COMMON PLEAS

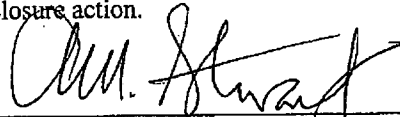
C/A NO.: _____

**CERTIFICATE OF
EXEMPTION/WITHDRAWAL FROM
ARBITRATION AND MEDIATION**

RICHLAND COUNTY
FILED
2015 APR 10 AM 9:50
JEANNETTE W. BRIDE
C.C.P. & G.

I CERTIFY THAT THIS ACTION IS EXEMPT FROM ARBITRATION AND MEDIATION BECAUSE:

- This is a special proceeding or action seeking extraordinary relief such as mandamus, habeas corpus or prohibition;
- This action is appellate in nature;
- This is a post-conviction relief matter;
- This is a contempt of court proceeding;
- This is forfeiture proceeding brought by the State; or,
- This is a mortgage or HOA lien foreclosure action.



Sarah O. Leonard, SC Bar No. 080165
Jadda F. Wylie, SC Bar No. 100246
Alan M. Stewart, SC Bar No.: 015576
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 888-726-9953 Fax 866-676-7658
Attorneys for Plaintiff

Dated: 4/9/2015

Columbia, South Carolina

NOTE: Motion must be presented to the court, a hearing held, and a finding made, for exemption or withdrawal from arbitration for "strong and compelling reason" sought pursuant to Rule 1(d), Rules of Circuit Court Arbitration.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Wells Fargo Bank, NA,

Plaintiff,

vs.

Gwendolyn Ladson a/k/a Gwendolyn H. Ladson,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: _____

LIS PENDENS

RICHLAND COUNTY
FILED
2015 APR 10 AM 8:50
JEANNETTE W. HOBBS
C.C.P. & G.S.

NOTICE IS HEREBY GIVEN THAT an action has been or will be commenced in this Court upon complaint of the above-named Plaintiff against the above-named Defendant(s) for the foreclosure of a certain mortgage of real estate given by John Ladson (a/k/a John L. Ladson) and Gwendolyn Ladson (a/k/a Gwendolyn H. Ladson) to Wachovia Bank, National Association dated September 4, 2003 and recorded on September 16, 2003 in Book 852 at Page 964, in the Richland County Registry (hereinafter, "Mortgage"). Thereafter, the Mortgage was transferred to the Plaintiff herein by corporate merger.

The premises covered and affected by the said Mortgage and by the foreclosure thereof were, at the time of the making thereof and at the time of the filing of this notice, more particularly described in the said Mortgage and are more commonly described as:

All that certain piece, parcel, or lot of land, together with improvements thereon, situate, lying near Columbia, Richland County, South Carolina, the same being designated as Lot No. 7, Block "D", on Plat of Riverview Terrace, by William Wingfield, dated December 20, 1962, revised December 5, 1963, and recorded in Plat Book "U", Page 191 in the Records for Richland County, South Carolina ; further shown on a plat prepared for John Ladson and Gwendolyn Ladson by Cox and Dinkins, Inc., dated June 17, 1988, recorded in Plat Book 52, Page 2174 in the Records for Richland County, South Carolina; reference is craved to such plat for a more particular description of the subject property.

This property subject to easements and restrictions of record as shown on the recorded plats above in the Records for Richland County, South Carolina.

This being the same property conveyed to John Ladson and Gwendolyn Ladson by Deed of Equitable Bank, N.A. dated June 24, 1988 and recorded July 5, 1988 in Book D894, Page 605 in the Records for Richland County, South Carolina. Thereafter, being the same property conveyed to Gwendolyn H. Ladson by Deed of Distribution from the Estate of John Ladson dated February 15, 2007 and recorded February 28, 2007 in Book 1286, Page 2851 in said Records.

TMS No. 09201-01-13

Property Address: 4226 Chesterfield Drive, Columbia, SC 29203



Sarah O. Leonard, SC Bar No. 080165

Jadda F. Wylie, SC Bar No. 100246

~~Alan M. Stewart, SC Bar No.: 015576~~

Brock & Scott, PLLC

3800 Fernandina Road, Suite 110

Columbia, SC 29210

Phone 888-726-9953 Fax 866-676-7658

Attorneys for Plaintiff

Dated: 4/9/2015

Columbia, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Wells Fargo Bank, NA,
Plaintiff,

vs.

Gwendolyn Ladson a/k/a Gwendolyn H. Ladson,
Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: _____

COMPLAINT

(Non-Jury)

FORECLOSURE
OF REAL ESTATE
MORTGAGE

(Deficiency Judgment Waived)

RICHLAND COUNTY
FILED
2015 APR 10 AM 8:50
JEANNETTE W. MORRIS
C.C.P. & G.S.

The Plaintiff above-named, complaining of the Defendant(s) herein, alleges that:

1. Plaintiff, Wells Fargo Bank, NA, is a business entity duly authorized to conduct business in the State of South Carolina.
2. Upon information and belief, the Defendant, Gwendolyn Ladson a/k/a Gwendolyn H. Ladson, may claim some interest in the real estate, which is the subject of this action and this Court has proper jurisdiction pursuant to S.C. Code Ann. § 36-2-803.
3. The real property hereinafter described, that is the subject of this action, is situated and located in the County of Richland, State of South Carolina, and this Court has proper jurisdiction over the subject matter and the parties of this action.
4. Heretofore, John L. Ladson and Gwendolyn H. Ladson (hereinafter, "Borrower(s)") made, executed, and delivered to Wachovia Bank, National Association (hereinafter, "Lender") a certain Home Equity Line of Credit Agreement Note dated September 4, 2003, in writing (hereinafter, "Note"), wherein and whereby John L. Ladson and Gwendolyn H. Ladson promised to pay to Wachovia Bank, National Association, the principal sum of \$20,000.00, together with interest at the rate of 5.25% per annum on the unpaid balance; said principal and interest being payable in monthly installments thereafter until the said Note is fully paid.
5. In order to secure the payment of said Note, the said John Ladson (a/k/a John L. Ladson) and

Gwendolyn Ladson (a/k/a Gwendolyn H. Ladson) (hereinafter, "Mortgagor(s)"), did make, execute, and deliver to Wachovia Bank, National Association, its successors and assigns, a certain mortgage dated September 4, 2003 (hereinafter, "Mortgage") securing the below described real property, including any and all improvements to the property, located in the County and State aforesaid (hereinafter, "Property"):

All that certain piece, parcel, or lot of land, together with improvements thereon, situate, lying near Columbia, Richland County, South Carolina, the same being designated as Lot No. 7, Block "D", on Plat of Riverview Terrace, by William Wingfield, dated December 20, 1962, revised December 5, 1963, and recorded in Plat Book "U", Page 191 in the Records for Richland County, South Carolina ; further shown on a plat prepared for John Ladson and Gwendolyn Ladson by Cox and Dinkins, Inc., dated June 17, 1988, recorded in Plat Book 52, Page 2174 in the Records for Richland County, South Carolina; reference is craved to such plat for a more particular description of the subject property.

This property subject to easements and restrictions of record as shown on the recorded plats above in the Records for Richland County, South Carolina.

This being the same property conveyed to John Ladson and Gwendolyn Ladson by Deed of Equitable Bank, N.A. dated June 24, 1988 and recorded July 5, 1988 in Book D894, Page 605 in the Records for Richland County, South Carolina. Thereafter, being the same property conveyed to Gwendolyn H. Ladson by Deed of Distribution of the Estate of John Ladson dated February 15, 2007 and recorded February 28, 2007 in Book 1286, Page 2851 in said Records.

Parcel Number: 09201-01-13

Property Address: 4226 Chesterfield Drive, Columbia, SC 29203

6. Said Mortgage was recorded on September 16, 2003 in Book 852 at Page 964, in the Richland County Registry.
7. Thereafter the Mortgage was transferred to the Plaintiff herein by corporate merger.
8. The Mortgage evidences and secures the repayment of money advanced by the Lender to, or on behalf of, the Mortgagor(s) and constitutes a valid second lien on the Property.
9. Subsequent to the execution of the Mortgage and Note, John Ladson passed away on March 17, 2005 as evidenced by the estate information that can be found in Estate file 2005-ES-40-513 in the records for Richland County, South Carolina indicating the heirs/devisees of the Property as Gwendolyn H. Ladson.
10. As required by South Carolina Supreme Court Administrative Order 2009-05-22-01 (hereinafter, "the Administrative Order"), Plaintiff states that this loan is not owned or guaranteed by Fannie Mae, nor

is it owned or guaranteed by Freddie Mac, nor has the Servicer signed an agreement to participate in the Home Affordable Modification Program (hereinafter, "the HAMP"); therefore, Plaintiff alleges upon information and belief, that the loan is not eligible for modification under the HAMP. this loan is owned or guaranteed by Fannie Mae, or it is owned or guaranteed by FHLMC, or the Servicer has signed an agreement to participate in the Home Affordable Modification Program (hereinafter, "the HAMP"); however,

11. Any notice required by the terms of the Mortgage or by State or Federal law has been given to the applicable defendant(s) prior to the commencement of this action.

12. The Plaintiff herein is entitled to enforce said Note by virtue of the Plaintiff's status as holder of the instrument, a nonholder in possession of the instrument who has the rights of a holder, or person not in possession of the instrument who is entitled to enforce the instrument pursuant to S.C. Code Ann. §§ 36-3-309 or 36-3-418(d) (2008).

13. In and by the terms of said Note and the Mortgage securing the same, it is provided, among other things, that on failure to pay any installment of either principal or interest or any portion thereof when due, or if any of the conditions and requirements in the Mortgage securing the same not be complied with, then the whole principal sum and accrued interest shall at the option of the legal holder thereof become at once due and payable without notice, and collectible by foreclosure.

14. In and by the terms of the said Note it is further provided that the maker thereof shall pay all collection costs including reasonable attorneys' fees if the said Note be placed in the hands of an attorney for collection after default.

15. Plaintiff waives its right to a deficiency judgment as to any defendant for amounts due on the herein described Note and Mortgage.

16. The installments of principal and interest falling due from and after June 13, 2014 have not been paid although demand for the payment thereof has been made. The Plaintiff, as holder of the said Note and Mortgage, has and does hereby elect to declare the entire balance of said principal and interest due and payable at once; that there is now due and owing and unpaid upon the said Note and Mortgage the full and just principal sum of \$8,991.35, together with interest at the rate of 4.5% per annum, the

current/modified rate of interest, from the date of the last payment, together with reasonable attorneys' fees for the collection thereof and the costs of this action. Plaintiff may be forced to pay sums for taxes, 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.

17. Plaintiff intends to foreclose subject to that certain senior mortgage given to Wells Fargo Bank, N.A. s/b/m to Wachovia Bank, N.A. by John Ladson and Gwendoly Ladson. Said senior mortgage was recorded in the Richland County records on September 16, 2003 in Book 852 at Page 958.

18. Upon information and belief, said information having been obtained from the records of Richland County, South Carolina, the Defendant(s) below named has/have or may claim to have some interest in or lien upon the Property by virtue of the matters and things herein below alleged, to-wit:

A. None known.

WHEREFORE, Plaintiff prays judgment that:

A. The amount due upon the said Note and Mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action.

B. Appoint a Receiver to collect the rents, issue, 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.

C. Plaintiff's Mortgage be declared a valid second lien and that Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due or which may be or have been paid by Plaintiff, together with attorney's fees and for the costs of this action.

D. The Property be sold according to law and the practice of this Court, the equity of redemption be barred and that the proceeds of sale be applied as follows:

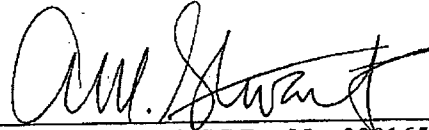
First, to the costs and expenses of the within action and said sale;

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, the surplus, if any, be distributed according to law.

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

FURTHER, in the event the successful bidder (at the time of this foreclosure sale) is other than the Defendant(s) in possession herein, the Sheriff of Richland County will be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located therein, and put the successful bidder or his assigns in full, quiet and peaceable possession of said Property without delay, and to keep the successful bidder or his assigns in such peaceable possession.



Sarah O. Leonard, SC Bar No. 080165

Jadda F. Wylie, SC Bar No. 100246

~~Alan M. Stewart, SC Bar No.: 015576~~

Brock & Scott, PLLC

3800 Fernandina Road, Suite 110

Columbia, SC 29210

Phone 888-726-9953 Fax 866-676-7658

Attorneys for Plaintiff

Dated: 4/9/2015

Columbia, South Carolina



COLUMBIA OFFICE

WESTPARK CENTER
3800 FERNANDINA ROAD
SUITE 110
COLUMBIA, SC 29210
PHONE 803-454-3540
FAX 803-454-3541

ATLANTA, GA
CHARLOTTE, NC
RALEIGH, NC
WILMINGTON, NC
WINSTON-SALEM,
NC
COLUMBIA, SC
FRANKLIN, TN

THOMAS E. BROCK *
GREGORY A. SCOTT *
JAMES P. BONNER *
MARK A. PEARSON **
BRIAN L. CAMPBELL **

SEAN M. CORCORAN *

www.brockandscott.com

* Licensed in North Carolina

** Licensed in North Carolina and South Carolina

April 3, 2015

Gwendolyn Ladson a/k/a Gwendolyn H. Ladson
4226 Chesterfield Drive
Columbia, SC 29203

Dear Gwendolyn Ladson a/k/a Gwendolyn H. Ladson:

This notice pertains to your dealings with this law firm as a debt collector.

On March 14, 2015, this office mailed you a notice of your rights, namely to dispute the validity of the debt, to dispute in writing all or a portion of the debt, or to write to us asking for the name and address of the original creditor if different from the current creditor, are not affected by the lawsuit we have filed against you.

The notice described above does not affect your dealings with the court, and in particular it does not change the time at which you must answer the Summons and Complaint that are being served upon you together with this letter. The Summons is a command from the court, not from this law firm, and you must follow its instructions even if you dispute the validity or amount of the debt or request the name and address of the original creditor. The notice described above also does not affect this law firm's relations with the court. As a law firm, we may file papers in the suit according to the court's rules and the judge's instructions.

Sincerely,

Brock & Scott, PLLC



COLUMBIA OFFICE

WESTPARK CENTER
3800 FERNANDINA ROAD
SUITE 110
COLUMBIA, SC 29210
PHONE 803-454-3540
FAX 803-454-3541

THOMAS E. BROCK *
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WINSTON-SALEM,
NC
COLUMBIA, SC
FRANKLIN, TN

www.brockandscott.com

* Licensed in North Carolina

** Licensed in North Carolina and South Carolina

April 3, 2015

Gwendolyn Ladson a/k/a Gwendolyn H. Ladson
101 Woodway Lane
Columbia, SC 29210

Dear Gwendolyn Ladson a/k/a Gwendolyn H. Ladson:

This notice pertains to your dealings with this law firm as a debt collector.

On March 14, 2015, this office mailed you a notice of your rights, namely to dispute the validity of the debt, to dispute in writing all or a portion of the debt, or to write to us asking for the name and address of the original creditor if different from the current creditor, are not affected by the lawsuit we have filed against you.

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Sincerely,

Brock & Scott, PLLC



PLLC
COLUMBIA OFFICE

WESTPARK CENTER
3800 FERNANDINA ROAD
SUITE 110
COLUMBIA, SC 29210
PHONE 803-454-3540
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BRIAN L. CAMPBELL **

SEAN M. CORCORAN *

www.brockandscott.com

* Licensed in North Carolina

** Licensed in North Carolina and South Carolina

April 3, 2015

The Estate of John L. Ladson
4226 Chesterfield Drive
Columbia, SC 29203

Dear John L. Ladson:

This notice pertains to your dealings with this law firm as a debt collector.

On March 14, 2015, this office mailed you a notice of your rights, namely to dispute the validity of the debt, to dispute in writing all or a portion of the debt, or to write to us asking for the name and address of the original creditor if different from the current creditor, are not affected by the lawsuit we have filed against you.

The notice described above does not affect your dealings with the court, and in particular it does not change the time at which you must answer the Summons and Complaint that are being served upon you together with this letter. The Summons is a command from the court, not from this law firm, and you must follow its instructions even if you dispute the validity or amount of the debt or request the name and address of the original creditor. The notice described above also does not affect this law firm's relations with the court. As a law firm, we may file papers in the suit according to the court's rules and the judge's instructions.

Sincerely,

Brock & Scott, PLLC

RE: Ladson, John L. (Estate of) and Gwendolyn H.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Wells Fargo Bank, NA,
Plaintiff,

vs.

Gwendolyn Ladson a/k/a Gwendolyn H. Ladson,
Defendant(s).

IN THE COURT OF COMMON PLEAS
C/A NO.: _____

**NOTICE OF RIGHT TO
FORECLOSURE INTERVENTION**

2015 APR 10 AM 8:55
JENNIFER W. MORGAN
C.P. & S.C.
RICHLAND COUNTY

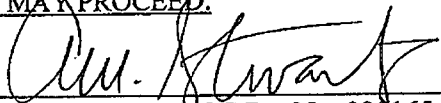
PLEASE TAKE NOTICE THAT pursuant to South Carolina Supreme Court Administrative Order 2011-05-02-01 if you are an owner, mortgagor, or debtor under the note and mortgage at issue then you have a right to be considered for Foreclosure Intervention.

Throughout this foreclosure action and any foreclosure intervention process, you also have the right to communicate with and otherwise deal with the Plaintiff through its law firm, Brock & Scott, PLLC.

Brock & Scott, PLLC represents the Plaintiff in this action. We do not represent you. The South Carolina Rules of Professional Conduct prohibit our firm from giving you any legal advice.

Please communicate your request for foreclosure intervention to Brock & Scott, PLLC to ensure compliance with South Carolina Supreme Court Administrative Order 2011-05-02-01, by returning the attached Foreclosure Intervention Response Form within 30 days from the receipt of this Notice.

IF YOU FAIL, REFUSE, OR VOLUNTARILY ELECT NOT TO PARTICIPATE IN FORECLOSURE INTERVENTION, THE FORECLOSURE ACTION MAY PROCEED.


Sarah O. Leonard, SC Bar No. 080165
Jadda F. Wylie, SC Bar No. 100246
Alan M. Stewart, SC Bar No.: 015576
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 888-726-9953 Fax 866-676-7658
Attorneys for Plaintiff

Dated: 4/9/2015

Columbia, South Carolina

RE: Ladson, John L. (Estate of) and Gwendolyn H.

Foreclosure Intervention Response Form

This information is requested for the express purpose of foreclosure intervention pursuant to S.C. Supreme Court Administrative Order 2011-05-02-01.

Please check one of the two choices below regarding (4226 Chesterfield Drive, Columbia, South Carolina 29203):

- I am the owner of and occupy the property as my principal residence.
- I am the owner but **do not** occupy the property.

If you own and occupy (4226 Chesterfield Drive, Columbia, South Carolina 29203) as your principal residence and are interested in the following type(s) of loss mitigation, please indicate your interest(s) below (check all that interest you):

- | | |
|--|--|
| <input type="checkbox"/> Reinstatement | <input type="checkbox"/> Loan Modification |
| <input type="checkbox"/> Payoff | <input type="checkbox"/> Deed in Lieu |
| <input type="checkbox"/> Payment Plan | <input type="checkbox"/> Short Sale |
| <input type="checkbox"/> Forbearance Agreement | Other: _____ |

PLEASE NOTE THAT YOU MAY NOT QUALIFY FOR ALL THE OPTIONS LISTED ABOVE. NO REPRESENTATION OF ANY KIND IS BEING MADE REGARDING THE AVAILABILITY OF ANY LOSS MITIGATION OPTION OR YOUR QUALIFICATION FOR ANY OPTION.

I **do not** wish to participate in any Foreclosure Intervention Program.

So that we may offer you the fullest possible assistance, please provide the information requested below.

CONTACT INFORMATION

May we leave a phone message?

- | | | | |
|---------------|--|---------|-------|
| At home? | <input type="checkbox"/> Yes <input type="checkbox"/> No | Home #: | _____ |
| On your cell? | <input type="checkbox"/> Yes <input type="checkbox"/> No | Cell #: | _____ |
| At work? | <input type="checkbox"/> Yes <input type="checkbox"/> No | Work #: | _____ |

May we send you an e-mail message? Yes No

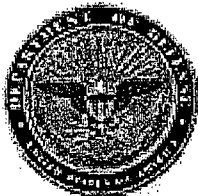
Email: _____

_____ (Signature)	_____ (Signature)	_____ (date)
_____ (Print Name)	_____ (Print Name)	_____ (date)

RETURN COMPLETED FORM VIA ONE OF THE FOLLOWING METHODS:
Brock & Scott, PLLC, Attn: SC-Foreclosure Intervention, 5431 Oleander Drive, Wilmington, NC 28403; 888-726-9953 (phone); 877-470-6313 (fax); SCFCNOFI@brockandscott.com (email)

15-04834





Status Report
Pursuant to Servicemembers Civil Relief Act

Last Name: LADSON

First Name: GWENDOLYN

Middle Name: H.

Active Duty Status As Of: Apr-09-2015

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Mary M. Snavelly-Dixon

Mary M. Snavelly-Dixon, Director
 Department of Defense - Manpower Data Center
 4800 Mark Center Drive, Suite 04E25
 Arlington, VA 22350

Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

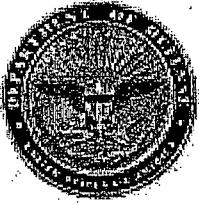
Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Certificate ID: 15Z4YD17I14CN70



**Status Report
Pursuant to Servicemembers Civil Relief Act**

Last Name: LADSON

First Name: JOHN

Middle Name: L.

Active Duty Status As Of: Apr-09-2015

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individual's active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Mary M. Snavelly-Dixon

Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
4800 Mark Center Drive, Suite 04E25
Arlington, VA 22350

Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

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Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

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WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Certificate ID: 65Z4XD07G14C470

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Wells Fargo Bank, NA,

Plaintiff,

vs.

Gwendolyn Ladson a/k/a Gwendolyn H. Ladson,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: _____

**AFFIDAVIT
NON-MILITARY STATUS**

2015 APR 10 AM 8:50
JEA
C.C.P. & G.S.

I the undersigned, being duly sworn, depose and say that I am an employee of Brock & Scott PLLC, attorneys for the Plaintiff in the above-entitled action. The attorneys for the Plaintiff are familiar with the provisions of 50 U.S.C.A. App. § 501 *et seq.*, a/k/a *Servicemembers Civil Relief Act*. In compliance therewith I searched the Department of Defense Manpower Data Center's website database ("DOD database") for the names of each defendant who is a natural person and for whom Brock & Scott, PLLC possessed the minimum required information to perform such a search, Gwendolyn Ladson a/k/a Gwendolyn H. Ladson and John Ladson a/k/a John L. Ladson (deceased). The results of said searches do not indicate that said defendants are in the military service.

Further affiant sayeth naught.

Lauren Rich

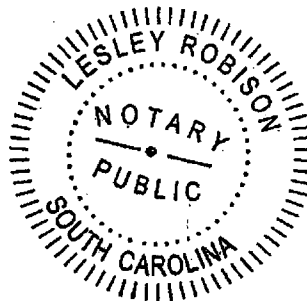
Lauren Rich
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540 Fax 803-454-3541
Date: April 9, 2015

Sworn to or affirmed and subscribed before me this the

9th day of April, 2015.

Lesley Robison

Notary Public for South Carolina
Commission Expires: 9/27/2021



*Sending out
Affidavit: 4/9/15
Lauren Rich*

B&S No. : 15-04834 FC01



COPY

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
CASE NO. 2015-CP-40-02203

Wells Fargo Bank, N.A.,

Plaintiff,

v.

Gwendolyn Ladson a/k/a Gwendolyn H.
Ladson,

Defendant(s)

RECORD OF HEARING

FOR

FORECLOSURE CASE

2016 JUN -6 AM 10:00
JEANNETTE W. McBRIDE
C.C.P. & G.S.
RICHLAND COUNTY
FILED

Pursuant to the Order of Reference granted in the above-entitled cause, a hearing was held herein on March 29, 2016 at 3:30PM, before The Honorable Joseph M. Strickland.

APPEARANCES: Brock & Scott, PLLC, Attorneys for the Plaintiff.

Attorney for Plaintiff calls attention to the filing of the Lis Pendens in the Office of the Clerk of Court for Richland County on April 10, 2015. Also calls attention to the filing of the original Summons and Notice and Complaint on April 10, 2015. Also calls attention to the Affidavits of Service showing service of Summons and Complaint on each defendant as indicated in the Affidavits(s) recorded in the Office of the Clerk of Court for Richland County.

Also calls attention to the filing of the affidavit showing that no Defendant is in the Military Service of the United States of America, as contemplated under The Servicemembers' Civil Relief Act (fka The Soldiers' and Sailors' Civil Relief Act of 1940) as amended. Also calls attention to the Order of Reference of record herein issued in Richland County, wherein the above-entitled cause was referred to Joseph M. Strickland, as Master In Equity "to take the testimony arising under the pleadings and to make his findings of fact and conclusions of law and with authority to enter final judgment in the case. An appeal from the final judgment so entered shall be made directly to the Supreme Court of South Carolina."

The Defendants have been notified of the time and date of this hearing.

WHEREUPON, the undersigned attorney reported as follows: I am the attorney for the Plaintiff in this action.



From the original records in my possession, from the complaint herein and from examination of the records in the office of the Clerk of Court for Richland County, I find that on September 4, 2003, the Defendants John L. Ladson and Gwendolyn H. Ladson gave a certain written promissory Note unto Wachovia Bank, National Association, in the principal sum of \$20,000.00 together with interest at the rate of 5.25% per annum (said principal and interest being payable in monthly installments).

I offer a copy of the original Note in evidence.

Note identified, offered and received in evidence.

I call attention to the provisions of the Note with reference to default. I also call the Court's attention to the provisions in the Note with reference to payment of costs and attorney's fees. On the same date, John Ladson (a/k/a John L. Ladson) and Gwendolyn Ladson (a/k/a Gwendolyn H. Ladson) gave a certain written mortgage unto Wachovia Bank, National Association (hereinafter "Mortgage") which Mortgage contains the same terms and provisions as the Note just offered in evidence and conveyed by way of Mortgage the identical property described in the complaint in this action, (hereinafter "Property") which Property is situate in Richland County, South Carolina.

Thereafter, on September 16, 2003, the Mortgage was recorded in the Richland County Registry in Mortgage Book 852 at Page 964.

This Mortgage constitutes a valid second lien covering the property therein described.

I offer a copy of the original Mortgage as evidence. Mortgage identified, offered and received in evidence.

Thereafter, the Mortgage was transferred to the Plaintiff herein by corporate merger.

I offer a copy of the Corporate Merger as evidence.

Subsequent to the execution of the Mortgage and Note, John Ladson passed away on March 17, 2005 as evidenced by the estate information that can be found in Estate file 2005-ES-40-513 in the records for Richland County, South Carolina indicating the heirs/devisees of the Property as Gwendolyn H. Ladson.

The following parties claim or may claim an interest in the Property by virtue matters listed below:

A. The Defendant(s), Wells Fargo Bank, N.A. s/b/m to Wachovia Bank, N.A., has or may claim to have some interest in the Property by virtue of a mortgage given by John Ladson and Gwendolyn Ladson, in the original principal amount of \$73,848.50, which mortgage was recorded/filed in the Richland County Records on 09/16/2003 in Book 852 at Page 958. Upon information and belief, said lien has been paid in full but never satisfied of record and should be removed from the title to the Property upon the entry of a judicial order.

B. The Defendant, Gwendolyn H. Ladson, has or may claim to have some interest in the Property by virtue of being an heir to or devisee of John Ladson as shown in Estate file 2005-ES-40-513 in the Richland County Records. Any interest that this Defendant would have received in the subject property would have been "subject to" Plaintiff's Mortgage and this interest would be eliminated through a properly completed foreclosure sale.

Upon examination of the records in said Clerk of Court's office, it appeared there were no persons other than the parties to this action having any liens or claims against the subject property, by way of assessment or otherwise, as of the date of filing the notice of pendency of this action.

The monthly installments as provided for in said Note and Mortgage were not paid in accordance with the terms and conditions thereof, and, therefore, the Note and Mortgage are in default; and, as a result thereof, the Plaintiff has elected to declare the entire unpaid amount immediately due and payable.

Demand was made upon the Defendants but payment has not been received. The amount due and owing on the Note and Mortgage, with interest at the rate provided in the note, and other costs and expenses of collection, including attorney's fees, secured by the Note and Mortgage, is as follows:

Principal due as of today's date:	03/29/16		\$ 8,991.35
Accrued interest from:	06/13/14	to: 03/29/16	\$ 781.04
Accruing at:	4.5% per annum		
Advancements to Escrow			\$ 1,083.36
Late charges:			\$ 7.50
Costs of collection prior to hearing:			\$ 841.44
Attorney's fees:			\$ 4,374.00

Total Debt secured by Note and Mortgage, including interest to date: \$16,078.69. With respect to attorney fees, in view of the potential liabilities inherent in a real property matter, the attendant responsibilities, and the size of the mortgage debt, a reasonable attorney's fee would be \$4,374.00. The law firm was engaged by the

File reference: 15-04834

Plaintiff to foreclose the mortgage as expeditiously as possible, given the detriment to Plaintiff's equity position as a direct result of increasing losses from the running of interest. Plaintiff must also comply with investor requirements, government or private insuring agreements. Upon receipt of the case file, the title was examined to identify all parties having or claiming any interest in the subject real estate. The following non-inclusive list of pleadings and other documents have been prepared or reviewed in this action:

1. Lis Pendens and any amendment thereto
2. Summons and Complaint and any amendment thereto
3. Affidavits and proposed Orders for publication
4. Affidavit of Default
5. Affidavit Regarding Military Status
6. Order of Reference
7. Notice(s) of Hearing
8. Record (Transcript) of Testimony
9. Proposed Master In Equity's Report and Judgment of Foreclosure and Sale
10. Notice of Sale

Additionally, the pleadings were drafted and served upon each defendant personally or by statutory/substitute service; reinstatement and payoff figures and payment histories were provided as requested or required. We scheduled the hearing in this matter.

Future duties include forwarding copies of the Judgment to appearing defendants, obtaining bidding instructions from Plaintiff or its designee, representing Plaintiff at the sale or arranging for such representation, preparing an Order of Sale or Report on Sale and Disbursements and Order Confirming Sale, and preparing the Master In Equity's Deed and any other documents necessary in this particular action.

In addition to the time expended to date in prosecution of this action, we anticipate a minimum additional four hours after the hearing. Moreover, depending upon the interest shown by defendants, third parties, or counsel for either and the inherent negotiations required thereby, other time may also be committed to the completion of the case. In that regard, I would reserve the right to re-visit the question of attorney fees should the action proceed in an unexpected way.

In regard to the professional standing of counsel, representation of the Plaintiff has been undertaken by the firm of Brock & Scott, PLLC. The attorneys primarily involved in this representation have been Jason L. Branham, Brian L. Campbell, and Suzanne E. Brown. They concentrate their practice in the areas of foreclosure, creditor-bankruptcy and residential real estate.

Furthermore, this fee is in line with the fee customarily charged by counsel with similar experience in this particular locality. Also the Plaintiff's attorneys have achieved the beneficial result of a prompt foreclosure of the mortgage.

The Plaintiff has specifically waived its right to a personal or deficiency judgment. The undersigned is not aware of any paving or other special assessments against the subject property.

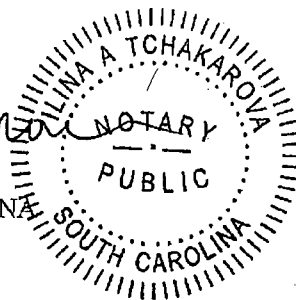
We would ask that the mortgage be foreclosed, that the property be sold at public auction in accordance with law, that the sale be made subject to any liens for taxes and any special assessments of record against such property which have not been removed by these proceedings; also; subject to payment by the purchaser of interest at 4.5% per annum, the Note's current rate, on the balance of the bid from the date of sale to date of compliance with the bid; also, subject to any existing easements or restrictions of record; and also subject to payment by the purchaser for preparation of the deed and deed stamps.

REFERENCE ADJOURNED.
SWORN

Caroline Glenn, SC Bar No: 77157
Brock & Scott, PLLC
3800 Fernandina Road
Suite 110
Columbia, SC 29210
Phone 803-454-3540 Fax 803-454-3541
Attorneys for Plaintiff

SWORN TO BEFORE ME THIS DAY:
This the 28 th day of March, 2016

Ilina A. Tchakarova
NOTARY PUBLIC OF SOUTH CAROLINA
My Commission Expires: 03/25/2020



Account Number: [REDACTED]

COPY

Wachovia Bank, National Association
Prime Equity Line of Credit Agreement & Disclosure Statement

Date of Agreement: September 4, 2003

Maximum Credit Limit: \$ 20000.00

Borrower(s)

JOHN L LADSON

GWENDOLYN H LADSON

The Prime Equity Line of Credit Agreement & Disclosure Statement ("Agreement") contains the terms which apply to the Prime Equity Line Account ("Account") with Wachovia Bank, National Association. The words "I," "me," and "my," which also mean "we," "us," and "our," if more than one Borrower, mean the person or persons signing this Agreement. The words "you," "your," and "yours" mean Wachovia Bank, National Association ("Wachovia Bank, N.A.").

ACCESSING THE PRIME EQUITY LINE

Wachovia Bank, N.A. will establish an Account and issue to me Prime Equity Line Checks and if applicable law permits, a Credit Card Access Device ("Card"). The Prime Equity Line Checks and Card can be used to obtain Advances from my Account during the Draw Period, up to the amount of the Maximum Credit Limit established in this Agreement. Wachovia Bank, N.A. will charge all Advances obtained under the terms of this Agreement to my Account. Advances made pursuant to Prime Equity Line Checks will be for the amount of the Prime Equity Line Check. Advances made pursuant to the use of a Card will be for the amount of the purchase or for the amount of the Advance obtained with the Card at any ATM or other outlet.

If I have a Demand Deposit Account with you and I request you to initiate an Advance from my Account, so that items presented against my Demand Deposit Account which would otherwise overdraw my Wachovia Bank, N.A. Demand Deposit Account are honored, I agree that Wachovia Bank, N.A. may charge such Advances to my Account and that such Advances shall be in increments of \$100.00.

I agree that any Prime Equity Line Checks or Cards that you supply to me are your property and must be returned to you immediately upon demand if I am in Default of this Agreement or my Advance privileges are terminated or suspended in accordance with the terms of this Agreement.

MAXIMUM CREDIT LIMIT

My Maximum Credit Limit is indicated above. I agree never to allow the Outstanding Balance due on my Account to exceed the Maximum Credit Limit. I also agree that you are not obligated to pay any Advance or other charge against my Account that would make my Account Outstanding Balance exceed my Maximum Credit Limit. I agree to immediately repay, upon demand, any Outstanding Balance that exceeds the Maximum Credit Limit established hereunder. Any increases in my Maximum Credit Limit I request will require that a new application be approved in accordance with your then applicable underwriting standards and I must sign any additional agreements that in your opinion are necessary to secure your interest.

DRAW PERIOD

Except as provided herein and unless terminated earlier in accordance with the terms of this Agreement, I may obtain Advances under the terms of this Agreement for twenty (20) years from the Date of Agreement ("Draw Period"). For Accounts secured by property located in Connecticut, the Draw Period is ten (10) years from the Date of Agreement.

OBLIGATION TO LEND

You are absolutely obligated under the terms of this Agreement to make Advances not to exceed, at any one time in the aggregate, the amount indicated as the Maximum Credit Limit and I agree to repay any Advances under the terms of this Agreement. Your obligation to make Advances to me under this Agreement ends when the right to obtain Advances terminates at the end of the Draw Period or when such Advance privileges are suspended or terminated in accordance with the terms of this Agreement.

FINANCE CHARGE ON MY ACCOUNT BALANCE

- (a) My Account has a monthly billing cycle. A Finance Charge computed on a monthly periodic rate will be imposed, if at the end of any day of the billing cycle, there is a balance owing on my Account. The monthly periodic rate for an initial Advance, if any, made by you will begin to accrue on the date of this Agreement. The monthly periodic rate for any Advance other than an initial Advance will begin to accrue on the Transaction Date as indicated on my billing statement.
- (b) You will figure the Finance Charge on my Account by applying the monthly periodic rate to the "average daily balance" owing on my Account (including current transactions). To calculate the "average daily balance" you will take the beginning balance of my Account each day, add any new Advances and Fees charged to the Account pursuant to the terms of this Agreement, and subtract any payments or credits. This gives you the daily balance. Then, you will add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives you the "average daily balance."
- (c) The Finance Charge imposed during a billing cycle will be determined by applying the monthly periodic rate that is 1/12 of the corresponding ANNUAL PERCENTAGE RATE to the average daily balance. The ANNUAL PERCENTAGE RATE and monthly periodic rate are variable rates and are subject to change on the first day of each billing cycle, if there was a prior change in the Index, which is the Prime Rate as regularly published in the Eastern edition of *The Wall Street Journal* ("Prime Rate").

- (d) If the Prime Rate becomes unavailable, you will select a new Index which is based on a historical movement substantially similar to the original Index and the new Index and margin will result in an ANNUAL PERCENTAGE RATE substantially similar to the rate in effect at the time the Prime Rate becomes unavailable. You will give me notice of this change.
- (e) The corresponding ANNUAL PERCENTAGE RATE is effective as of the 1st day of the calendar month in which you receive your Statement and is based on the Prime Rate as published in the Eastern edition of *The Wall Street Journal* on the 25th day of the prior calendar month plus a Margin of 1.25%. If more than one Prime Rate is published on the 25th day of the prior calendar month, you will use the higher rate as the Prime Rate. If the Prime Rate is not published on the 25th day of the prior calendar month, the Index will be the Prime Rate published on the last business day prior to the 25th.
- (f) During the first twelve months of the Agreement, as measured from the date of the Agreement ("Initial Period"), if I take Advances totaling at least \$5,000.00, the ANNUAL PERCENTAGE RATE will be discounted for the remaining months left in the Initial Period. During the Initial Period, the ANNUAL PERCENTAGE RATE will equal the Index (WSJ Prime Rate) plus the discounted Margin which is 0.00%. The ANNUAL PERCENTAGE RATE for the Initial Period is not based on the Margin that is used to make later rate adjustments. After the Initial Period, the ANNUAL PERCENTAGE RATE for the remaining term of the Agreement will be determined in accordance with subsection (e) above.
- (g) Assuming that the discounted ANNUAL PERCENTAGE RATE is not in effect, the initial monthly periodic rate of 0.438% will apply to my average daily balance during my first billing cycle and the initial corresponding ANNUAL PERCENTAGE RATE will be 5.250%. An increase in the ANNUAL PERCENTAGE RATE and monthly periodic rate will result in increased Finance Charges and minimum payment amounts. The corresponding ANNUAL PERCENTAGE RATE for each billing cycle will be shown on my billing statement for that cycle. The ANNUAL PERCENTAGE RATE includes only interest and no other costs.
- (h) The maximum ANNUAL PERCENTAGE RATE will never exceed eighteen percent (18%). In North Carolina, the maximum ANNUAL PERCENTAGE RATE will never exceed sixteen percent (16%).

Other Charges. In addition to the FINANCE CHARGE which will be added to my Account each billing cycle, I will pay the following real estate closing and security filing fees:

"X" = Wachovia Bank, N.A. Pays Fee	\$ _____	"X" = Wachovia Bank, N.A. Pays Fee	\$ _____
Survey	\$ _____	Georgia Mortgage Fee	\$ _____
Title Examination	\$ _____	Settlement Fee	\$ _____
Title Insurance	\$ _____	Points	\$ _____
Recording Fee	\$ <u>13.00</u>	Commitment Fee	\$ _____
Appraisal Fee	\$ _____	Broker Fee	\$ _____
Flood Certification Fee	\$ <u>11.50</u>	Additional Settlement Fee	\$ _____
Intangible Tax	\$ _____		\$ _____
Document Stamp Tax	\$ _____		\$ _____
		TOTAL	\$ <u>24.50</u>
WACHOVIA BANK, N.A. FEES PAID \$ _____		CUSTOMER FEES PAID \$ _____	\$ <u>24.50</u>

Closing Cost Repayment Option. If checked, I request that you pay the Other Charges indicated with an "X" above for me. I will pay the remaining Other Charges not so indicated. In consideration of your payment of the Other Charges indicated above I agree to reimburse you for the Other Charges that you have paid on my behalf, in the event I pay the entire Outstanding Balance and close this Account on or before one calendar year after the opening date of this Account. If I pay the entire Outstanding Balance and close this Account after one year, but on or before two calendar years after the opening date of this Account, I agree to reimburse you fifty percent (50%) of the amount of closing costs you paid for me. I understand that I may pay my entire Outstanding Balance at any time without having to reimburse you for the closing costs as long as my Account remains open.

Statement. If I have an Outstanding Balance or a credit balance in excess of \$1.00 or if there is any Finance Charge imposed during a billing cycle, you will send me a Statement. I promise to pay you in accordance with the terms of this Agreement in United States Dollars drawn on an institution located in the United States. I understand I am prohibited from using an Advance to make my payments on this Account. I agree to be responsible for any fees or costs associated with the processing of my payments on my Account should I use a method of payment that results in extra costs or fees being assessed to you.

Payment Schedule. During the Draw Period, I agree to pay the minimum monthly payment not later than the payment due date shown on my Statement as follows:

- Option A:** I will make a minimum monthly payment equal to the greater of the Finance Charge on the outstanding Advances plus accrued but unpaid Fees or \$50.00.
- Option B:** I will make a minimum monthly payment of the greater of 1.5% of the Outstanding Balance shown on my Statement or \$50.00.

Upon expiration of the Draw Period, I will make a minimum monthly payment of the greater of 2% of the Outstanding Balance shown on my Statement or \$50.00 until the entire Outstanding Balance is paid in full.

If at any time, the Outstanding Balance is less than \$50.00, the minimum monthly payment will be the Outstanding Balance.

For purposes of this Agreement, the term "Outstanding Balance" includes all unpaid Advances, accrued but unpaid Finance Charges and accrued but unpaid Fees permitted to be charged to my Account under the terms of this Agreement or the Security Instrument.

Application of Payments. Unless otherwise prohibited by applicable law, payments will be applied in the following order: First, to the accrued but unpaid promotional Finance Charges due; next to non-promotional Finance Charges due; next to any Fees that have been charged in accordance with the terms of this Agreement. The remainder of any payment will be applied first to any unpaid promotional Advances and then to any non-promotional Advances. Promotional Advances

and Finance Charges refer to offers to use my Account on special terms that you may make to me from time to time; you will provide the terms of any promotional Advance or promotional Finance Charge at the time that you make the offer available. I understand that making more than the minimum payment may not advance my next payment due date.

Minimum Monthly Payment Change. Subject to your approval, during the Draw Period, I agree that I may change my minimum payment option to any option listed above upon written notice of my request to change my minimum payment option.

PAYMENT IN FULL. I AGREE THAT THE NOTE HOLDER MAY ACCEPT PAYMENTS MARKED "PAID IN FULL" WITHOUT ANY LOSS OF THE NOTE HOLDER'S RIGHTS UNDER THIS NOTE UNLESS I SEND THEM FOR SPECIAL HANDLING TO WACHOVIA BANK, N.A. EQUITY LINE SERVICES, VA 0343, PO BOX 13327, ROANOKE, VA 24040.

Late Fee. I agree that any Late Fee imposed by you will be charged to my Account.

If this Agreement is governed by New York law and all of a minimum monthly payment is not received within fifteen (15) days of the due date provided on my Statement, you will impose a Late Fee of two percent (2%) of the amount of the minimum monthly payment.

If this Agreement is governed by North Carolina law and all of a minimum monthly payment is not received within fifteen (15) days of the due date provided on my Statement, you will impose a Late Fee of four percent (4%) of the amount of the minimum monthly payment.

If this Agreement is governed by South Carolina law and is secured by a subordinate lien on real property and all of a minimum monthly payment is not received within ten (10) days of the due date provided on my Statement, you will impose a Late Fee of the lesser of \$13.50 or five percent (5%) of the amount of the minimum monthly payment but not less than \$5.40. Otherwise, if all of a minimum monthly payment is not received within ten (10) days of the due date provided on my Statement, you will impose a Late Fee of five percent (5%) of the amount of the minimum monthly payment.

If this Agreement is governed by a law other than those listed in this Section (above) and all of a minimum monthly payment is not received within ten (10) days of the due date provided on my Statement, you will impose a Late Fee of five percent (5%) of the amount of the minimum monthly payment.

Return Items Fee. If I make a payment to my Account by check or draft and the check or draft is returned unpaid for any reason, I agree to pay a charge of \$20.00 for each returned check or draft. If this Agreement is governed by Maryland law and I make a payment to my Account by check or draft and the check or draft is returned unpaid for any reason, I agree to pay a charge of \$15.00 for each returned check or draft. I agree that this fee will be charged to my Account.

Stop Payment Fee. If I request you to stop payment on an Advance made with a Prime Equity Line Check, to the extent not prohibited by applicable law, I agree to pay your scheduled fee for such service. I will be notified of the amount of such fee at the time that such action is requested. I agree that this fee will be charged to my Account.

Administrative/Servicing Fees. I agree that, if after closing, I request other services related to servicing or administering my Account for which you have a scheduled charge, to the extent not prohibited by applicable law, I will pay you the then current fee for such services or request if you agree to perform such services or request. I will be notified of the amount of the fee at the time that such action is requested. I agree that any such fees will be charged to my Account.

Agreement Secured by Security Instrument. In addition to the protections given to you under this Agreement, a Security Instrument on real property (the "Property") described in the Security Instrument and dated the same date as this Agreement, protects you from possible losses which might result if I do not keep the promises which I make in this Agreement. The Security Instrument describes how and under what conditions I may also be required to make immediate payment in full of all amounts I owe under this Agreement.

Change of Terms of This Agreement. In addition to other rights you may have under the terms of this Agreement, you may change the terms and conditions of this Agreement when any of the following events shall occur:

- (1) if the index and margin used with this Account are no longer available;
- (2) if you make a change that I specifically agree to in writing;
- (3) if you make a change that will unequivocally benefit me throughout the remainder of the term of this Agreement; or
- (4) if you make any insignificant change in the terms of this Agreement.

Suspension and/or Reduction of Credit Limit. I agree that you may prohibit additional Advances or reduce the Maximum Credit Limit when any of the following events shall occur:

- (1) if the value of the Property that secures this Agreement declines significantly below the Property's appraised value during the time of this Agreement;
- (2) if you reasonably believe I will be unable to fulfill the repayment obligations under this Agreement due to a material change in my financial circumstances;
- (3) if I am in default of any material obligations under this Agreement, such material obligations include, but are not limited to, all of my promises in this Agreement regarding the payment of money to you and the preservation of your rights in the Property;
- (4) if action by a governmental body does not allow you to impose the ANNUAL PERCENTAGE RATE currently applicable to this Agreement;
- (5) if action by a governmental body adversely affects the priority of your Security Instrument to the extent that the value of the security interest is less than 120 percent of the amount of my Maximum Credit Limit;
- (6) if you are notified by a governmental agency that regulates your lending activities that continuing Advances constitutes an unsafe and unsound practice;
- (7) if during any period in which the ANNUAL PERCENTAGE RATE corresponding to the monthly periodic rate reaches the maximum interest rate allowed under this Agreement. Provided I am in compliance with the other terms of this Agreement, I understand you will reinstate credit privileges if the ANNUAL PERCENTAGE RATE declines below the maximum ANNUAL PERCENTAGE RATE; or
- (8) if I request that you suspend any Advance or reduce the Maximum Credit Limit.

Reinstatement of Advance Privileges. Except as provided for in this Agreement, I understand that if my Advance privileges are suspended or my Maximum Credit Limit is reduced, it is my responsibility to request reinstatement of my Advance privileges that have been suspended. If I request reinstatement of my Advance Privileges, I further understand that I may be required to pay for an appraisal of the Property to determine if the value has changed.

If you suspend Advances or reduce the Maximum Credit Limit, I understand you will mail or deliver written notice of your action no later than three business days after the action and that such notice will contain the specific reason for the action.

Default/Termination. I will be in default if any of the following events shall occur:

- (1) if I fail to make my payments when they are due;
- (2) if I have engaged in fraud or material misrepresentation in connection with my Account;
- (3) if my action or inaction adversely affects the Property or your rights in the Property or I am in breach of any term of the Security Instrument; or
- (4) if I breach any term of this Agreement.

If I am in Default under the terms of this Agreement, you may, at your option and in your sole discretion, take the following action:

- (1) terminate my Advance privileges and demand the Outstanding Balance to be due and payable immediately in full in a single payment, with interest due on the Balance at the ANNUAL PERCENTAGE RATE as provided for in this Agreement until paid; or
- (2) temporarily or permanently prohibit additional Advances or reduce the Maximum Credit Limit without demanding payment in full.

If you do not immediately terminate the Advance privileges and demand repayment of the Outstanding Balance, such action shall not constitute a waiver of your right to subsequently terminate the Account or demand repayment of the Outstanding Balance at a later time, if the event of Default still exists or another event of Default occurs at that time.

In the event of Default, if I do not immediately pay the Outstanding Balance and if this obligation is referred to an attorney-at-law for collection, who is not a salaried employee of you, to the extent not prohibited by applicable law, you will have the right to collect attorney fees not exceeding fifteen percent (15%) of the Outstanding Balance along with court costs and expenses. Any default of this Agreement will also constitute an event of Default of the Security Instrument securing my performance of the obligations set forth in this Agreement. Upon Default, you may proceed to enforce the terms of this Agreement or enforce any rights that you may have under the Security Instrument.

"DEFAULT IN THE PAYMENT OF THE LOAN AGREEMENT MAY RESULT IN THE LOSS OF THE PROPERTY SECURING THIS LOAN. UNDER FEDERAL LAW, YOU MAY HAVE THE RIGHT TO CANCEL THIS LOAN. IF YOU HAVE THIS RIGHT, THE LENDER IS REQUIRED TO PROVIDE YOU WITH A SEPARATE WRITTEN NOTICE SPECIFYING THE CIRCUMSTANCES AND TIMES UNDER WHICH YOU CAN EXERCISE THIS RIGHT."

Termination by Less than All Borrowers. If one or more persons are liable under the terms of this Agreement and less than all of said persons request in writing that future Advances be terminated or temporarily suspended hereunder, you will block and otherwise suspend further Advance privileges. Upon receipt of such notice from one or all of us, you will provide written notice to all Borrowers that the Advance privileges have been suspended. I understand that said Advance privileges will not be reinstated by you until you receive a written request from all persons liable on this Account requesting reinstatement of the Advance privileges. I further agree that any request to grant reinstatement will be made at the sole discretion of you and in accordance with your policies in effect at the time such request is made.

I understand that during the time of any such suspension or termination that I must continue to abide by the terms of the Agreement including, but not limited to the Payment Schedule.

Voluntary Termination. I can cancel my Account at any time by destroying all of my unused Prime Equity Line Checks and any Card Access Devices that may have been issued in connection with my Account and sending you a signed letter requesting that you cancel my Account. I understand that my obligations under this Agreement and any changes made under it prior to cancellation will continue to apply until I have completely paid the Outstanding Balance on the Account.

Required Property and Flood Insurance. I agree to purchase and to continue to maintain property insurance (and flood insurance if so required) on the secured Property in an amount not less than the entire Outstanding Balance for all prior and current obligations secured by my Property or in such an amount satisfactory to you. I understand I may purchase required property and flood insurance from anyone I choose who is acceptable to you. I agree that in the event I am required to purchase property and/or flood insurance and fail to do so that you may purchase said insurance on my behalf and add the amount of the premium to my then Outstanding Balance. I agree that you have an irrevocable power of attorney to file proofs of loss or other insurance claims and anything else to obtain insurance proceeds in my name.

Assignment/Transfer of Account. I cannot transfer or assign my Account or this Agreement to any other person, however, I agree you can assign or transfer this Agreement and the Security Instrument securing this Agreement.

Change of Address. I will advise you promptly if I change my mailing address or if I sell the Property securing this Account.

Notices. All written notices and statements from you to me will be considered given when placed in the United States mail, postage paid, and addressed to me at my current address as it appears in your records. If this is a joint Account, written notice to one person is notice to all persons.

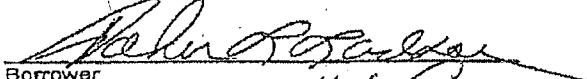
Removal of Security Interest. At any time when the Outstanding Balance secured by the Security Instrument is zero, you shall, at my written request, execute a Satisfaction and provide me with a recorded copy. Absent my request, the Security Instrument will remain in full force and effect until the Draw Period has expired and the Outstanding Balance is paid in full.

Governing Law. I agree that this Agreement shall be governed by and interpreted entirely under the law of the State where the Property securing this Agreement is located and applicable federal law. If the Property securing the Agreement is located in Maryland, this Agreement is governed by MD Code Ann., Commercial Law §12-1001 et. seq. and applicable federal law.

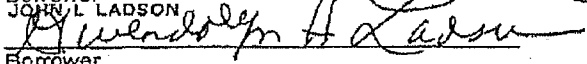
Other Provisions. Each of us who signed this Agreement is individually and jointly obligated for all payments due under this Agreement. If you request, I will give you any information needed to reevaluate my Account or my creditworthiness. You may, at any time, seek information about my financial condition from others including but not limited to obtaining a consumer report from a Consumer Reporting Agency. You may use the information obtained from a Consumer Reporting Agency to market additional products or services to me. In the event that the amount of interest on my Account exceeds the maximum permitted by law, you agree to repay me upon demand the amount paid which exceeds the maximum interest rate, or at your option, to reduce the then Outstanding Balance by the excess amount of interest. This Agreement constitutes the entire Agreement between the parties. If any part of this Agreement is not valid, all other parts will remain enforceable. I understand I should consult a tax advisor regarding the deductibility of interest and charges for my Account.

CAUTION – IT IS IMPORTANT THAT YOU READ ALL PAGES OF THIS AGREEMENT BEFORE YOU SIGN IT. DO NOT SIGN THIS AGREEMENT IF IT CONTAINS ANY BLANK SPACES.

By signing below, I agree to all of the above terms and certify that I received a completed copy of this Agreement.



Borrower
JOHN L. LADSON



Borrower
GWENDOLYN H. LADSON

Borrower

Borrower

MY BILLING RIGHTS

I SHOULD KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about my rights and your responsibilities under the Fair Credit Billing Act.

I SHOULD NOTIFY YOU IN CASE OF ERRORS OR QUESTIONS ABOUT MY STATEMENT.

If I think my Statement is wrong, or if I need more information about a transaction on my Statement, I should write you on a separate sheet at the address listed on my Statement. I should write you as soon as possible. You must hear from me no later than 60 days after you sent me the first statement on which the error or problem appeared. I can telephone you, but doing so will not preserve my rights.

In my letter, I must give you the following information:

- My full name and PEL Account Number.
- The dollar amount of the suspected error.
- I must describe the error and explain, if I can, why I believe there is an error. If I need more information, I should describe the item I am not sure about.

MY RIGHTS AND YOUR RESPONSIBILITIES AFTER YOU RECEIVE MY WRITTEN NOTICE.

You must acknowledge my letter within 30 days, unless you have corrected the error by then. Within 90 days, you must either correct the error or explain why you believe the Statement was correct.

After you receive my letter, you cannot try to collect any amount I question, or report me as delinquent. You can continue to bill me for the amount I question, including finance charges, and you can apply any unpaid amount against my credit limit. I do not have to pay any questioned amount while you are investigating, but I am still obligated to pay the parts of my Statement that are not in question.

If you find that you made a mistake on my Statement, I will not have to pay any finance charges related to any questioned amount. If you didn't make a mistake, I may have to pay finance charges, and I will have to make up any missed payments on the questioned amount. In either case, you will send me a statement of the amount I owe and the date that it is due.

If I fail to pay the amount that you think I owe, you may report me as delinquent. However, if your explanation does not satisfy me and I write to you within ten days telling you that I still refuse to pay, you must tell anyone you report me to that I have a question about my Statement. And, you must tell me the name of anyone you reported me to. You must tell anyone you report me to that the matter has been settled between us when it finally is.

If you don't follow these rules, you can't collect the first \$50 of the questioned amount, even if my Statement was correct.

Book 00852-0864
20030918 09/10/2003 15:27:40:21
Fee: \$12.00 County Tax: \$0.00 State Tax: \$0.00

Mortgage

200309181 John G. Norris Richland County

Return To:
Wachovia Bank, National Association
Retail Credit Servicing
P.O. Box 50010
Roanoke, VA 24022
Parcel No:

Prepared By:

W WILSON BURR
ATTORNEY AT LAW
10253 TWO NOTCH RD SUITE C
COLUMBIA SC 29220

OPEN-END MORTGAGE

THIS MORTGAGE is made this day 4 September, 2003 between the Mortgagor,
JOHN LADSON AND GWENDOLYN LADSON

(herein "Borrower"), and the Mortgagee, Wachovia Bank, National Association, a national banking association organized and existing under the laws of the United States of America, whose address is Wachovia Bank, National Association, 301 South College Street, NC 0630, Charlotte, North Carolina 28288-0630 (herein "Lender").

The Lender has made a loan to Borrower the maximum indebtedness at any one time shall not exceed U.S. \$ 20000.00 which loan is an open-end line of credit as evidenced by Borrower's Prime Equity Line of Credit Agreement and Disclosure Statement dated 9/4/2003 and extensions, modifications and renewals thereof (herein "Note") which provides for obligatory advances of all or part of the loan proceeds from time to time, subject to provisions in the Note. The entire indebtedness evidenced by the Note, if not sooner paid, will be due and payable on 09/03/43.

THIS MORTGAGE secures a Note that provides for changes in the interest rate, as more particularly described in said Note. In case of a conflict between the Note and this Mortgage governing the terms of the remedies of default or termination of advances, the terms of the Note shall control.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described Property located in the County of RICHLAND, State of South Carolina:

SEE ATTACHED EXHIBIT "A"

which has the address of 4226 CHESTERFIELD DR
COLUMBIA SC 29203
and Parcel No. 09201-01-13 (herein "Property Address");

TOGETHER with all the Improvements now or hereafter erected on the Property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the Property covered by this Mortgage; and all of the foregoing, together with said Property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Any Rider ("Rider") attached hereto and executed of even date is incorporated herein and the covenants and agreements of the Rider shall amend and supplement the covenants and agreements of this Mortgage, as if the Rider were a part hereof.

Borrower covenants that Borrower is lawfully seized 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Obligation to Lend. Lender is absolutely obligated under the terms of the Note to make advances not to exceed, at any one time in the aggregate, the amount stated in the Note and Borrower has agreed to repay any advances under the terms of the Note. Lender's absolute obligation to make advances to Borrower under the Note ends when Lender terminates the right to make advances and demands repayment of the outstanding obligation or prohibits additional extensions of credit under the Note or this Mortgage. Nevertheless, Lender may waive the right to terminate or prohibit additional advances. If Lender does not terminate or prohibit additional advances, Lender remains obligated to make advances to Borrower under the terms of the Note. However, that waiver does not bind Lender if the same or a different event occurs or is continuing at a later time.

2. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.

3. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations, under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

4. Hazard Insurance. a) Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards, including but not limited to floods, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with section 6.

b) All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgagee clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

c) Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when the notice is given.

d) Except as provided in subsection 4(e) below, should partial or complete destruction or damage occur to the Property, Borrower hereby agrees that any and all instruments evidencing insurance proceeds received by Lender as a result of said damage or destruction, shall be placed in a non-interest bearing escrow account with Lender. At Lender's discretion, Lender may release some or all of the proceeds from escrow after Borrower presents Lender with a receipt(s), invoice(s), written estimates(s) or other document(s) acceptable to Lender which relates to the repair and/or improvements of the Property necessary as a result of said damage and/or destruction. Absent an agreement to the contrary, Lender shall not be required to pay Borrower any interest on the proceeds held in the escrow account. Any amounts remaining in the account after all repairs and/or improvements have been made to Lender's satisfaction, shall be applied to the sums secured by this Mortgage. Borrower further agrees to cooperate with Lender by endorsing all checks, drafts and/or other instruments evidencing insurance proceeds and any necessary documents. Should Borrower fail to provide any required endorsement and/or execution within 30 days after Lender sends Borrower notice that Lender has received an instrument evidencing insurance proceeds, or document(s) requiring Borrower's signature, Borrower hereby authorizes Lender to endorse said instrument and/or document(s) on Borrower's behalf, and collect and apply said proceeds at Lender's option, either to restoration or repair of the Property or to sums secured by this Mortgage. It is not the intention of either party that this escrow provision, and/or Lender's endorsement or execution of an instrument(s) and/or document(s) on behalf of Borrower create a fiduciary or agency relationship between Lender and Borrower.

e) Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in section 2 or change the amount of the payments. If under section 16 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the Declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such actions as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this section 6, with interest thereon from the date of disbursement, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this section 6 shall require Lender to incur any expense or take any action hereunder.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

9. Borrower Not Released; Forbearance By Lender Not a Waiver. Borrower shall remain liable for full payment of the principal and interest on the Note (or any advancement or obligation) secured hereby, notwithstanding any of the following: (a) the sale of all or a part of the premises; (b) the assumption by another party of Borrower's obligations hereunder; (c) the forbearance or extension of time for payment or performance of any obligation hereunder, whether granted to Borrower or a subsequent owner of the Property; and (d) the release of all or any part of the premises securing said obligations or the release of any party who assumes payment of the same. None of the foregoing shall in any way affect the full force and effect of the lien of this Mortgage or impair Lender's right to a deficiency judgment (in the event of foreclosure) against Borrower or any party assuming the obligations hereunder, to the extent permitted by applicable law. Any forbearance by Lender in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Mortgage but does not execute the Note (a "co-signer"): (a) is co-signing this Mortgage only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without the co-signer's consent.

Subject to the provisions of section 15, any Successor in Interest of Borrower who assumes Borrower's obligations under this Mortgage in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Mortgage. Borrower shall not be released from Borrower's obligations and liability under this Mortgage unless Lender agrees to such release in writing. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender.

11. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by first class mail addressed to Borrower or the current owner at the Property Address or at such other address as Borrower may designate in writing by notice to Lender as provided herein, and any other persons personally liable on the Note as their names and addresses appear in Lender's records at the time of giving notice and (b) any notice to Lender shall be given by first class mail to Lender's address at Wachovia Bank, National Association, Retail Credit Servicing, P.O. Box 50010, Roanoke, VA 24022 or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

12. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

13. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note, this Mortgage and Rider(s) at the time of execution or after recordation hereof.

14. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

15. Transfer of the Property or a Beneficial Interest in Borrower; Assumption. As used in this section 15, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written

consent, Lender may require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with section 11 within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies by this Mortgage without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

16. Default; Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this entire Mortgage, including the covenants to pay when due any sums under the Note secured by this Mortgage, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without demand or notice, notice of the exercise of such option being hereby expressly waived. Lender may invoke the power of sale hereby granted. Lender shall have the right to enter upon and take possession of the Property hereby conveyed and after or without taking such possession shall have the right to sell the same at public auction for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale, in some newspaper published in said county, and upon payment of the purchase money, Lender, or owner of the debt and this Mortgage, or auctioneer, shall execute to the purchaser for and in the name of Borrowers, a good and sufficient deed to the Property sold. Lender shall apply the proceeds of said sale: first, to the expense of advertising, selling and conveying said Property, including a reasonable attorney's fee; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of said sale; and fourth, the balance, if any, shall be paid over to said Borrowers or to whomever then appears of record to be the owner of said Property. Lender may bid and become the purchaser of the Mortgaged Property at any foreclosure sale hereunder.

17. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and Notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in section 16 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action, as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

18. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that so long as Borrower is not in default hereunder, Borrower shall, prior to acceleration under section 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration and/or foreclosure under section 16 hereof, or abandonment of the Property, Lender, in person or by agent, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Lender shall be liable to account only for those rents actually received prior to foreclosure sale as provided in section 16. Lender shall not be liable to account to Borrower or to any other person claiming any interest in the Property for any rents received after foreclosure.

19. Loan Charges. If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by mailing a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

20. Legislation. If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, this Mortgage or any Rider, unenforceable according to their terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in this Mortgage or the Note, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by this Mortgage to be immediately due and payable.

21. Satisfaction. When the balance of all outstanding sums including finance charges and other charges, if any, secured by this Mortgage is zero, Lender shall upon request of Borrower, release this Mortgage. Borrower will pay all recordation costs, if any. Absent a request from Borrower, this Mortgage shall remain in full force and effect for the term set forth above. Lender, at Lender's option, may allow a partial release of the Property on terms acceptable to Lender and Lender may charge a release fee.

22. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property and relinquishes all rights of dower and curtesy in the Property.

23. 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 Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this section 23, "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 section 23, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

**REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender at Wachovia Bank, National Association, Retail Credit Servicing, P.O. Box 50010, Roanoke, VA 24022 of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage and adopted as his seal the word ("SEAL") appearing beside his name.

Signed, sealed and delivered in the presence of:

Brenda Burr
Witness

Brenda Burr
Witness Name Typed or Printed

Cherie Simpson
Witness

Martina Simpson
Witness Name Typed or Printed

John Ladson [SEAL]
Borrower JOHN LADSON

Gwendolyn Ladson [SEAL]
Borrower GWENDOLYN LADSON

_____[SEAL]
Borrower

_____[SEAL]
Borrower

State of SOUTH CAROLINA

County of RICHLAND

Before me, the undersigned Notary Public, personally appeared BRENDA BURR AND MARTINA SIMPSON
who being duly sworn, deposed and said that (s)he saw JOHN LADSON AND GWENDOLYN LADSON

sign, seal and deliver the foregoing Mortgage and that (s)he, together with THE OTHER WITNESS BELOW

witnessed the execution thereof.

SWORN to and subscribed before me this 4th day of SEPTEMBER, 2003

Brenda Burr
Witness

[Signature] [SEAL]
Notary Public for South Carolina

W. Wilson Burr
Notary Public Name (Typed or Printed)

My Commission Expires: 09/15/2012

EXHIBIT "A"

All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying in Richland County, near Columbia, South Carolina, the same being designated as LOT NO. 7, BLOCK "D", on Plat of RIVERVIEW TERRACE, by William Wingfield, dated December 20, 1962, revised December 5, 1963, and recorded in the Office of Register of Deeds for Richland County in Plat Book "U", Page 191; further shown on a Plat prepared for John Ladson and Gwendolyn Ladson by Cox and Dinkins, Inc., dated June 17, 1988, recorded in the Office of the Register of Deeds for Richland County in Plat Book 52, at Page 2174. Reference is craved to such plat for a more particular description of the subject property.

DERIVATION: This is being the same property conveyed to John Ladson and Gwendolyn Ladson by deed of Equitable Bank, N.A., dated June 24, 1988 and recorded in the Office of the Register of Deeds for Richland County in Book D894, at Page 605.

This property subject to easements of record as shown on the recorded plats above and restrictions recorded in the Office of the Register of Deeds for Richland County in Book D1108, at Page 629.

TMS#: 09201-01-13



Comptroller of the Currency
Administrator of National Banks

Washington, DC 20219

March 20, 2010

Mr. James E. Hanson
Senior Vice President
Wells Fargo Bank, National Association
90 South Seventh Street
Minneapolis, MN 55479

Re: Applications to merge Wachovia Bank, National Association, Charlotte, North Carolina and Wachovia Bank of Delaware, National Association, Wilmington, Delaware with and into Wells Fargo Bank, National Association, Sioux Falls, South Dakota
Application Control Number: 2009-ML-02-0012

Dear Mr. Hanson:

This letter is the official acknowledgement, authorization and certification by the Office of the Comptroller of the Currency (OCC) that effective March 20, 2010 Wachovia Bank, National Association, Charlotte, North Carolina and Wachovia Bank of Delaware, National Association, Wilmington, Delaware merged with and into Wells Fargo Bank, National Association, Sioux Falls, South Dakota, under the title of the latter. As result of the merger, the OCC has renumbered the charter number of Wells Fargo Bank, National Association (the resulting bank) from charter number 1741 to charter number 1.

This letter is also the official authorization for Wells Fargo Bank, National Association to operate the former main office of Wachovia Bank of Delaware, National Association and the branch offices of Wachovia Bank, National Association and Wachovia Bank of Delaware, National Association as branches of Wells Fargo Bank, National Association. A list of branches for the resulting bank will be sent under separate cover.

If you have questions regarding this letter, please contact me at (202) 874-5294 or by e-mail at Stephen.Lybarger@occ.treas.gov. Please reference the application control number in any correspondence.

Sincerely,

Stephen A. Lybarger
Stephen A. Lybarger
Large Bank Depository Lead Expert

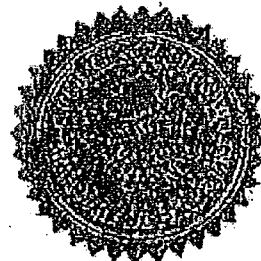


EXHIBIT
3

COPY

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
CASE NO.: 2015-CP-40-02203

Wells Fargo Bank, N.A.,

Plaintiff,

vs.

**AFFIDAVIT OF VERIFIED
STATEMENT OF ACCOUNT**

Gwendolyn Ladson a/k/a Gwendolyn H.
Ladson,

PERSONALLY APPEARED, who being duly sworn, deposes and says:

1. My name is **Adriana R. Valdivia** and I am authorized to execute this affidavit on behalf of Wells Fargo Bank, N.A., (hereinafter "Wells Fargo").
2. In the regular performance of my job functions, I am familiar with business records maintained by Wells Fargo for the purpose of servicing mortgage loans. These records (which include data compilations, electronically imaged documents, and others) are made at or near the time by, or from information provided or transmitted by, persons with knowledge of the activity and transactions reflected in such records, and are kept in the course of business activity conducted regularly by Wells Fargo. It is the regular practice of Wells Fargo's mortgage servicing business to make these records. In connection with making this affidavit, I have acquired knowledge of the matters stated herein by examining these business records.
3. **Wells Fargo Bank, N.A.**, directly or through an agent, has possession of the Promissory Note. **Wells Fargo Bank, N.A.** is either the original payee of the Promissory Note or the Promissory Note has been duly indorsed.
4. The borrower has defaulted under the terms of the Promissory Note and Mortgage, the default has not been cured, making the entire balance due and owing in accordance with the terms of the loan. Plaintiff is owed the following sums of money:

The amount due the Plaintiff on said Note through **March 21, 2016** is **\$10,863.25** which breaks down as follows:

Principal	\$8,991.35
Interest	
accrued interest at a variable rate	\$781.04
Pre-acceleration Late Charges	\$7.50
Hazard Insurance Disbursements	\$0.00
Tax Disbursements	\$1,083.36
Property Inspections/Preservation	\$0.00

2016 MAR 25 AM 10:19
 JEANNETTE M. NORRIS
 C.C.P. G.S.
 RICHLAND COUNTY
 FILED

EXHIBIT
" 4 "

PMI/MIP Insurance	\$0.00
Other	\$0.00
Escrow Balance Credit	\$0.00
Credits to Borrower	\$0.00
 Total	 \$10,863.25

A daily variable per diem will accrue on the principal in accordance with the variable rate as set forth in the Note

5. It is the regular practice of Wells Fargo on behalf of Plaintiff, to generate such account summary information from the electronic payment history it maintains for Plaintiff. This payment history summary accurately reflects, to the best of my knowledge, the debits and credits made on the loan's account.

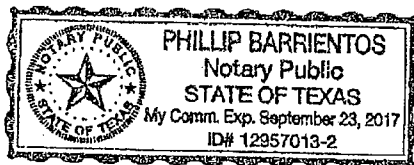
FURTHER AFFIANT SAYETH NOT.

Adriana R. Valdivia

Name: Adriana R. Valdivia
 Title: Vice President Loan Documentation
 Company: Wells Fargo Bank, N.A.
 Date: 03/22/2016

State of Texas)
 County of Bexar)

Sworn and subscribed to before me this 22nd day of March, 2016.



Phillip Barrientos

Phillip Barrientos

Notary Public
 My Commission expires: 09-23-2017

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
C/A NO.: 2015-CP-40-02203

Wells Fargo Bank, N.A.,
Plaintiff,

AFFIDAVIT OF ATTORNEY'S FEES

vs.
Gwendolyn Ladson a/k/a Gwendolyn H. Ladson,
Defendant(s).

PERSONALLY APPEARED BEFORE ME, the undersigned attorney for the Plaintiff, who first being duly sworn, deposes and says as follows:

This case is an action to foreclose a mortgage on real property. I was retained by the Plaintiff to conduct this foreclosure action pursuant to a contractual rate of compensation providing for a flat attorney's fee in the amount set forth below. After due consideration of the nature, extent and difficulty of the legal services rendered, the time and labor necessarily devoted to the case, the professional standing of counsel, the contingency of compensation, the customary fee charged in the locality for similar services, and the beneficial result obtained, I respectfully submit that an award of attorney's fees to the full extent set forth in this Affidavit is appropriate. (See *Dedes v. Strickland*, 414 S.E.2d. 134) The reasonable and necessary costs to pursue this action are as follows:

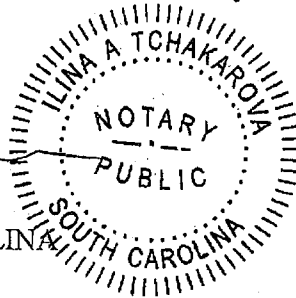
- | | |
|-------------------------|-------------|
| 1. Title Search | \$ 375.00 |
| 2. Complaint Filing Fee | \$ 150.00 |
| 3. Service of Process | \$ 141.44 |
| 4. MIE Referral fee | \$ 125.00 |
| 5. Motion Fees | \$ 50.00 |
| 6. Attorney Fee | \$ 4,374.00 |

FURTHER THE AFFIANT SAYETH NOT.

Caroline Glenn
Caroline Glenn SC Bar No.: 077157
Brock & Scott, PLLC
Attorney for the Plaintiff

2016 JUN -6 AM 10:19
JEANETTE W. MCBRIDE
C.C.P. & G.S.

SWORN TO BEFORE ME THIS DAY:
This the 28th day of March, 2015



Ilina A. Tchakarova
Ilina A. Tchakarova
NOTARY PUBLIC OF SOUTH CAROLINA
My Commission Expires: 03/24/2020

** Plaintiff's attorney's fees are based on a flat fee of \$1,540.00 for uncontested matters.
** Plaintiff's attorney's fees are based on a total of \$2,834.00 in connection with the contested nature of this action.
Counsel seeks leave to supplement this affidavit should further fees be incurred for the contested issues associates with this action.

MASTER'S SALE
2015-CP-400-2203

2015 CP400 2203

THE COLUMBIA STAR

COLUMBIA, SOUTH CAROLINA

State of South Carolina
County of Richland

Personally appeared before me,
MIMI M. MADDOCK,
PUBLISHER OF THE COLUMBIA STAR,
who makes oath that the advertisement

MASTER'S SALE
Wells Fargo Bank, NA
vs. Gwendolyn Ladson, et al.

a clipping of which is attached hereto, was printed in
THE COLUMBIA STAR, a weekly newspaper of general circulation
published in the City of Columbia, State and County aforesaid, in the issues of

June 17, 24, and July 1, 2016

Mimi M. Maddock
Mimi M. Maddock, Publisher

Sworn to before me on this
15th day of July 2016.

J. Michael Maddock
J. Michael Maddock, Notary Public
My commission expires December 30, 2025

FILED
RICHLAND COUNTY
2016 JUL -8 AM 5:22
JEANNETTE M. MCBRIDE
C.C.P. & G.S.

BY VIRTUE of a decree heretofore granted in the case of Wells Fargo Bank, N.A. against Gwendolyn Ladson n/a Gwendolyn H. Ladson I, the undersigned Master for Richland County, will sell on July 5, 2016 at 12:00 o'clock noon, Courtroom 2-D, Richland County Judicial Center, 1701 Main St., Columbia, South Carolina, to the highest bidder:
ALL THAT CERTAIN PIECE, PARCEL, OR LOT OF LAND, TOGETHER WITH IMPROVEMENTS THEREON, SITUATE, LYING NEAR COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA, THE SAME BEING DESIGNATED AS LOT NO. 7, BLOCK "D", ON PLAT OF RIVERVIEW TERRACE, BY WILLIAM WINGFIELD, DATED DECEMBER 20, 1962, REVISED DECEMBER 5, 1963, AND RECORDED IN PLAT BOOK "U", PAGE 191 IN THE RECORDS FOR RICHLAND COUNTY, SOUTH CAROLINA; FURTHER SHOWN ON A PLAT PREPARED FOR JOHN LADSON AND GWENDOLYN LADSON BY COX AND DINKINS, INC., DATED JUNE 17, 1988, RECORDED IN PLAT BOOK 52, PAGE 2174 IN THE RECORDS FOR RICHLAND COUNTY, SOUTH CAROLINA; REFERENCE IS CRAVED TO SUCH PLAT FOR A MORE PARTICULAR DESCRIPTION OF THE SUBJECT PROPERTY. THIS PROPERTY SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD AS SHOWN ON THE RECORDED PLATS ABOVE IN THE RECORDS FOR RICHLAND COUNTY, SOUTH CAROLINA. THIS BEING THE SAME PROPERTY CONVEYED TO JOHN LADSON AND GWENDOLYN LADSON BY DEED OF EQUITABLE BANK, N.A. DATED JUNE 24, 1988 AND RECORDED JULY 5, 1988 IN BOOK D894, PAGE 605 IN THE RECORDS FOR RICHLAND COUNTY, SOUTH CAROLINA. THEREAFTER, BEING THE SAME PROPERTY CONVEYED TO GWENDOLYN H. LADSON BY DEED OF DISTRIBUTION FROM THE ESTATE OF JOHN LADSON DATED FEBRUARY 15, 2007 AND RECORDED FEBRUARY 28, 2007 IN BOOK 1286, PAGE 2851 IN SAID RECORDS.
CURRENT ADDRESS OF PROPERTY: 4226 Chesterfield Drive, Columbia, SC 29203
TMS: 09201-01-13
TERMS OF SALE: The successful bidder, other than the plaintiff, will deposit with the Master, at conclusion of the bidding, five percent (5%) of his bid, in cash or equivalent, as evidence of good faith, same to be applied to purchase price in case of compliance, but to be forfeited and applied first to costs and then to plaintiff's debt in the case of non-compliance. Should the last and highest bidder fail or refuse to make the required deposit at the time of bid or comply with the other terms of the bid within twenty (20) days thereafter,

the Master may re-sell the property on the same terms and conditions on some subsequent Sales Day (at risk of the said highest bidder). A personal or deficiency judgment being expressly waived by the Plaintiff, the bidding shall not remain open after the date of sale. Purchaser to pay for documentary stamps on Master's Deed. The successful bidder will be required to pay interest on the amount of the balance of the bid from date of sale to date of compliance with the bid at the rate of 4.5% per annum. SAVE AND EXCEPT ANY RELEASES, DEEDS OF RELEASE, OR PRIOR CONVEYANCES OF RECORD. SUBJECT TO ASSESSMENTS, RICHLAND COUNTY TAXES, EXISTING EASEMENTS, EASEMENTS AND RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES.
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 terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.
The Honorable Joseph M. Strickland As Master-in-Equity for Richland County Brock & Scott, PLLC Attorney for Plaintiff Westpark Center 3800 Fernandina Road Suite 110 Columbia, SC 29210 Telephone: 803-454-3540 Facsimile: 803-454-3541 101

MASTER'S DEED)
State of South Carolina)
COUNTY OF Richland)

TO ALL WHOM THESE PRESENT SHALL CONCERN:

I, Joseph M. Strickland, as Master in Equity for Richland County, in said State, send greetings:

WHEREAS, in an action in the Court of Common Pleas in Richland County between **Wells Fargo Bank, N.A., as Plaintiff vs. Gwendolyn Ladson a/k/a Gwendolyn H. Ladson, as Defendants, Case Number 2015-CP-40-2203** by an Order dated **June 10, 2016** it was decreed that the property hereinafter described should be sold by the Master in Equity for Richland County on the terms and for the purposes mentioned in the Order(s) granted in the case; and

WHEREAS, I the undersigned, as Master in Equity for Richland County, after due advertisement of the said property for sale at public outcry, did openly and publicly, and after the matter of auction, sell the said property on **July 5, 2016** for the sum of **\$5,001.00** said sum being the highest amount bid at said sale and having been made by **Stuart Arnold the hereinbelow named grantee and said grantee having paid the bid.**

NOW, KNOW ALL MEN, That I, the undersigned, as Master in Equity for Richland County, pursuant to the foregoing and also in consideration of the said bid paid as aforesaid by the said hereinbelow named grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold, released, and by these presents do grant, bargain, and release the following described property unto the grantee,

Grantee's Name : **Stuart Arnold**
6 Trotwood Dr.
Columbia, SC 29209

See attached property description.

Subject to assessments, Richland County taxes, existing easements, easements and restrictions of record, and other senior encumbrances.

TOGETHER, with all and singular the hereditaments, rights, members and appurtenances whatsoever to the said property belonging or in any wise incident or appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also any estate, right, title, interest, dower, possession, benefit, claim or demand therein whatsoever of all parties to the said suit and of all other persons who might rightfully claim the same or any part thereof, by, from, or under them, or either of them;

Book 2138-653
2016059815 08/16/2016 09:30:53.293 **Master's Deed-Foreclosure**
Fee: \$10.00 County Tax: \$6.05 State Tax: \$14.30



2016059815 John T. Hopkins II Richland County R.O.D.

TO HAVE AND TO HOLD the said property, with its hereditaments, privileges, and appurtenances, unto the said grantee, their successors and assigns for their own use, benefit, and behoof, forever.

IN WITNESS WHEREOF, I, the undersigned, as Master in Equity for Richland County, under and by virtue of the said Order(s), have hereunto set my Hand and Seal the 7th day of June, in the year of our Lord Two Thousand and Sixteen, and in the Two Hundred and Fortieth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED)

In the Presence of:)

[Signature]
[Signature]

[Signature] (Seal)
Master in Equity, Richland County

State of South Carolina)
COUNTY OF RICHLAND)

PERSONALLY APPEARED the above named witness and made oath that (s)he saw the within named Joseph M. Strickland, as Master for Richland County, sign, seal and as his act and deed, deliver the within Deed; and that (s)he with the other above named witnessed the execution thereof.

[Signature]

SWORN TO AND SUBSCRIBED before me on this 7th day of June, 2016.

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires: August 27, 2023

ALL THAT CERTAIN PIECE, PARCEL, OR LOT OF LAND, TOGETHER WITH IMPROVEMENTS THEREON, SITUATE, LYING NEAR COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA, THE SAME BEING DESIGNATED AS LOT NO. 7, BLOCK "D", ON PLAT OF RIVERVIEW TERRACE, BY WILLIAM WINGFIELD, DATED DECEMBER 20, 1962, REVISED DECEMBER 5, 1963, AND RECORDED IN PLAT BOOK "U", PAGE 191 IN THE RECORDS FOR RICHLAND COUNTY, SOUTH CAROLINA ; FURTHER SHOWN ON A PLAT PREPARED FOR JOHN LADSON AND GWENDOLYN LADSON BY COX AND DINKINS, INC., DATED JUNE 17, 1988, RECORDED IN PLAT BOOK 52, PAGE 2174 IN THE RECORDS FOR RICHLAND COUNTY, SOUTH CAROLINA; REFERENCE IS CRAVED TO SUCH PLAT FOR A MORE PARTICULAR DESCRIPTION OF THE SUBJECT PROPERTY.

THIS PROPERTY SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD AS SHOWN ON THE RECORDED PLATS ABOVE IN THE RECORDS FOR RICHLAND COUNTY, SOUTH CAROLINA.

THIS BEING THE SAME PROPERTY CONVEYED TO JOHN LADSON AND GWENDOLYN LADSON BY DEED OF EQUITABLE BANK, N.A. DATED JUNE 24, 1988 AND RECORDED JULY 5, 1988 IN BOOK D894, PAGE 605 IN THE RECORDS FOR RICHLAND COUNTY, SOUTH CAROLINA. THEREAFTER, BEING THE SAME PROPERTY CONVEYED TO GWENDOLYN H. LADSON BY DEED OF DISTRIBUTION FROM THE ESTATE OF JOHN LADSON DATED FEBRUARY 15, 2007 AND RECORDED FEBRUARY 28, 2007 IN BOOK 1286, PAGE 2851 IN SAID RECORDS.

CURRENT ADDRESS OF PROPERTY: 4226 Chesterfield Drive, Columbia, SC 29203
TMS: 09201-01-13

STATE OF SOUTH CAROLINA }
COUNTY OF RICHLAND } AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

- 1. I have read the information on this affidavit and I understand such information.
- 2. The property was transferred by Joseph M. Strickland, Master-in-Equity
to Stuart Arnold on June 7, 2016

- 3. Check one of the following: The deed is
 - (A) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) exempt from the deed recording fee because (See Information section of affidavit): _____ (Explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes or No n/a

- 4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):

- (A) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of 5,001.00
- (B) The fee is computed on the fair market value of the realty which is _____
- (C) The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

- 5. Check YES or NO to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____

- 6. The deed recording fee is computed as follows:

- (A) Place the amount listed in item 4 above here: 5,001.00
- (B) Place the amount listed in item 5 above here: 0
(If no amount is listed, place zero here.)
- (C) Subtract Line 6(b) from Line 6(a) and place the result here: 5,001.00

- 7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is: 20.35

- 8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: grantee

- 9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Stuart Arnold
Responsible Person Connected with the Transaction

Stuart Arnold
Print or Type Name Here

Sworn this 10th day of August 2016
Notary Public for H. Thomas Anderson, Jr.
My Commission Expires: 2-14-2018

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Wells Fargo Bank, NA,

Plaintiff(s)

vs.

Gwendolyn H. Ladson a/k/a Gwendolyn Ladson; Stuart Arnold; Wells Fargo Bank, National Association (Charlotte, NC); South Carolina Department of Revenue;

Defendant(s)

Submitted By: Robert P. Davis (SC Bar #74030), Andrew W. Montgomery (SC Bar #79893); John J. Hearn (SC Bar # 6635); Kevin T. Brown (SC Bar # 064236); Jason D. Wyman (SC Bar # 100271); Andrew M. Wilson (SC Bar # 72553) Attorneys for the Plaintiff 013263-09293

Rogers Townsend & Thomas, PC 100 Executive Center Drive, Suite 201 Post Office Box 100200 Columbia, SC 29202 (803) 744-4444 (803) 343-7013 - Fax info@rtt-law.com

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2016CP4006845

2016 MAR 16 AM 9:35 JEANETTE W. MCBRIDE P. & G.S. RICHLAND COUNTY FILED

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint.
NON-JURY TRIAL demanded in complaint.
This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- Contracts: Constructions (100), Debt Collection (110), General (130), Breach of Contract (140), Fraud/Bad Faith (150), Failure to Deliver Warranty(160), Employment Discrim (170), Employment (180), Other (199)
Torts - Professional Malpractice: Dental Malpractice (200), Legal Malpractice (210), Medical Malpractice (220), Previous Notice of Intent Case #, Notice/File Med Mal (230), Other (299)
Torts - Personal Injury: Conversion (310), Motor Vehicle Accident (320), Premises Liability (330), Products Liability (340), Personal Injury (350), Wrongful Death (360), Assault/Battery (370), Slander/Libel (380), Other (399)
Real Property: Claim & Delivery (400), Condemnation (410), Foreclosure (420), Mechanic's Lien (430), Partition (440), Possession (450), Building Code Violation (460), Other (499)
Inmate Petitions: PCR (500), Mandamus (520), Habeas Corpus (530), Other (599)
Administrative Law/Relief: Reinstate Drv. License (800), Judicial Review (810), Relief (820), Permanent Injunction (830), Forfeiture-Petition (840), Forfeiture-Consent Order (850), Other (899)
Judgments/Settlements: Death Settlement (700), Foreign Judgment (710), Magistrate's Judgment (720), Minor Settlement (730), Transcript Judgment (740), Lis Pendens (750), Transfer of Structured Settlement Payment Rights Application (760), Confession of Judgment (770), Petition for Workers Compensation Settlement Approval (780), Other (799)
Appeals: Arbitration (900), Magistrate-Civil (910), Magistrate-Criminal (920), Municipal (930), Probate Court (940), SCDOT (950), Worker's Comp (960), Zoning Board (970), Public Service Commission (990), Employment Security Comm (991), Other (999)
Special/Complex/Other: Environmental (600), Automobile Arb. (610), Medical (620), Other (699), Sexual Predator (510), Permanent Restraining Order (680), Pharmaceuticals (630), Unfair Trade Practices (640), Out of State Depositions (650), Motion to Quash Subpoena in an Out-of-County Action (660), Pre-suit Discovery (670)

Submitting Party Signature:

[Handwritten Signature]

Date: 11/14/16

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order Dated November 12, 2015.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

Pursuant to the ADR Rules, you are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code § 15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals;
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference had been concluded.

013263-09293

Please Note: You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Wells Fargo Bank, NA,

Plaintiff,

v.

Gwendolyn H. Ladson a/k/a Gwendolyn Ladson;
Stuart Arnold; Wells Fargo Bank, National
Association (Charlotte, NC); South Carolina
Department of Revenue;

Defendant(s).

(013263-09293)

IN THE COURT OF COMMON PLEAS

DOCKET NO.

SUMMONS
(NON-JURY)
FORECLOSURE OF REAL ESTATE
MORTGAGE
Deficiency Judgment Waived

RICHLAND COUNTY
FILED
2016 NOV 16 AM 9:35
JEANNETTE W. MCBRIDE
C.C.P. & G.S.

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, 100 Executive Center Drive, Suite 201, Post Office Box 100200, Columbia, South Carolina 29202, within thirty (30) days after the service hereof, exclusive of the day of such service, except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an order of reference or that the Court may issue a general order of reference of this action to a master in equity/special referee, pursuant to Rule 53, of the South Carolina Rules of Civil Procedure.

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

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you

fail to do so, application for such appointment will be made by Wells Fargo Bank, NA .



Rogers Townsend & Thomas, PC

ATTORNEYS FOR PLAINTIFF

Robert P. Davis (SC Bar #74030), Robert.Davis@rtt-law.com

Andrew W. Montgomery (SC Bar #79893), Andrew.Montgomery@rtt-law.com

John J. Hearn (SC Bar # 6635), John.Hearn@rtt-law.com

Kevin T. Brown (SC Bar # 064236), Kevin.Brown@rtt-law.com

Jason D. Wyman (SC Bar # 100271), Jason.Wyman@rtt-law.com

Andrew M. Wilson (SC Bar# 72553), Andrew.Wilson@rtt-law.com

100 Executive Center Drive, Suite 201
Columbia, SC 29210

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

Columbia, South Carolina

November ~~10~~, 2016

14

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Wells Fargo Bank, NA ,

Plaintiff,

v.

Gwendolyn H. Ladson a/k/a Gwendolyn Ladson;
Stuart Arnold; Wells Fargo Bank, National
Association (Charlotte, NC); South Carolina
Department of Revenue;

Defendant(s).

(013263-09293)

IN THE COURT OF COMMON PLEAS

DOCKET NO.

COMPLAINT

(NON-JURY)

FORECLOSURE OF REAL ESTATE
MORTGAGE

Deficiency Judgment Waived

RICHLAND COUNTY
FILED
2016 NOV 16 AM 9:35
JEANNETTE W. HOBBS
C.C.P. & G.S.

Plaintiff alleges:

1. This is an action for the foreclosure of a mortgage upon certain real estate in Richland 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 borrower has declined to accept the trial plan or modification offered.

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 September 4, 2003, John L. Ladson and Gwendolyn H. Ladson made, executed and delivered a certain Fixed Rate Note ("Note") in the principal sum of \$73,848.58, payable in monthly installments.

8. In order to secure the payment of the Note according to the terms and conditions thereof, John Ladson and Gwendolyn Ladson made, executed and delivered unto Wachovia Bank, National Association 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, together with improvements thereon, situate, lying in Richland County, near Columbia, South Carolina, the same being designated as LOT NO. 7, BLOCK "D", on Plat of RIVERVIEW TERRACE, by William Wingfield, dated December 20, 1962, revised December 5, 1963, and recorded in the Office of Register of Deeds for Richland County in Plat Book "U", Page 191; further shown on a Plat prepared for John Ladson and Gwendolyn Ladson by Cox and Dinkins, Inc., dated June 17, 1988, recorded in the Office of the Register of Deeds for Richland County in Plat Book 52, at Page 2174. Reference is craved to such plat for a more particular description of the subject property.

This property subject to easements of record as shown on the recorded plats above and restrictions recorded in the Office of the Register of Deeds for Richland County in Book D1108, at Page 629.

This being the same piece of property conveyed to John Ladson and Gwendolyn Ladson by deed from Equitable Bank, N.A. dated June 24, 1988 and recorded July 5, 1988 in Book D894 at Page 605 in the Register of Deeds Office for Richland County. Subsequently, John Ladson died intestate on or about March 17, 2005, leaving his interest in the property to his heir, Gwendolyn H. Ladson, as is more fully preserved in that certain Order of the Probate Court dated December 7, 2006, and filed in Richland County Probate file 2005-ES-40-513, also by Deed of Distribution of the Estate of John Lee Ladson dated February 15, 2007 and recorded February 28, 2007 in Book 1286 at Page 2851. Subsequently, this property was conveyed to Stuart Arnold by Deed from Joseph M. Strickland, as Master in Equity for Richland County dated June 7, 2016 and recorded August 16, 2016 in Book 2138 at Page 653.

Property Address: 4226 Chesterfield Dr
Columbia, SC 29203

TMS# 09201-01-13

9. The Mortgage was signed, witnessed and probated September 4, 2003; thereafter the Mortgage was recorded in the Office of the RMC/ROD for Richland County on September 16, 2003, in Mortgage Book R852 at Page 958. Wells Fargo Bank, N.A. is successor by merger to Wachovia Bank, N.A.

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 First lien on the mortgaged premises.

11. Subsequently, John Ladson died intestate on or about March 17, 2005, leaving his interest in the property to his heir, Gwendolyn H. Ladson, as is more fully preserved in that certain Order of the Probate Court dated December 7, 2006, and filed in Richland County Probate file 2005-ES-40-513, also by Deed of Distribution of the Estate of John Lee Ladson dated February 15, 2007 and recorded February 28, 2007 in Book 1286 at Page 2851. Subsequently, this property was conveyed to Stuart Arnold by Deed from Joseph M. Strickland, as Master in Equity for Richland County dated June 7, 2016 and recorded August 16, 2016 in Book 2138 at Page 653.

12. After all payments received by the Plaintiff have been credited to the subject loan, the loan is in default and due for July 3, 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 July 3, 2014, the principal sum of \$29,628.60, with interest from June 3, 2014, advances, late charges, and also for the costs and disbursements of this action, including attorney's fees.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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. Stuart Arnold by virtue of any interest he may claim in subject property by deed dated June 7, 2016 and recorded August 16, 2016 in Book 2138 at Page 653

B. Wells Fargo Bank, National Association (Charlotte, NC), by virtue of a mortgage given by John Ladson and Gwendolyn Ladson in favor of Wachovia Bank, National Association in the amount of \$20,000.00, dated September 4, 2003, and recorded September 16, 2003 in Book R852 at Page 964. Also including any other liens they may have. Wells Fargo Bank, National Association (Charlotte, NC) is s/b/m to Wachovia Bank, National Association. And also by virtue of that Judgment of Foreclosure and Sale dated June 10, 2016, and filed on June 22, 2016, in Civil Action number 2015-CP-40-02203.

C. The South Carolina Department of Revenue by virtue of a Tax Lien, including but not limited to, a lien against Gwendolyn Ladson; Tax Lien No.: 3-51921725-7; Dated: August 15, 2016; Recorded: August 26, 2016; in the amount of \$1,059.27; in Book R2141 at Page 882.

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 First 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 Richland 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), Robert.Davis@rtt-law.com
Andrew W. Montgomery (SC Bar #79893), Andrew.Montgomery@rtt-law.com
John J. Hearn (SC Bar # 6635), John.Hearn@rtt-law.com
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Post Office Box 100200(29202)
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Columbia, South Carolina
November 10, 2016

14

RICHLAND COUNTY
2016 NOV 20 AM 8:32
FILED

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2016-CP-40-006845

Wells Fargo Bank, NA,)
)
Plaintiff,)

v.)

Gwendolyn H. Ladson a/k/a Gwendolyn Ladson;)
Stuart Arnold; Wells Fargo Bank, National)
Association (Charlotte, NC); South Carolina)
Department of Revenue,)
)
Defendant(s).)

**ANSWER OF
STUART ARNOLD**

The Defendant, Stuart Arnold, hereby responds to the Complaint of the Plaintiff, Wells Fargo Bank, NA, and he would show this Honorable Court as follows:

FOR A FIRST DEFENSE



1. Each and every allegation of the Complaint not hereinafter admitted or explained is hereby denied, and strict proof thereof is demanded.
2. This Defendant admits, upon information and belief, the allegations contained in Paragraphs 1, 2, 6, 8, 9, 11 and 13 of the Complaint.
3. This Defendant is without sufficient knowledge or information with which to form a belief as to the allegations contained in Paragraphs 4, 5, 7 and 12 of the Complaint, and he therefore denies same and demands strict proof thereof.
4. This Defendant denies the allegations contained in Paragraphs 3, 10, 14, 15 and 16 of the Complaint, and strict proof thereof is demanded.
5. As to the allegations contained in Paragraph 17 of the Complaint, this Defendant would show that he is the owner, in fee simple, of the subject real property, that the \$20,000.00

mortgage to the Defendant, Wells Fargo Bank, N.A., has been released of record and that the Tax Lien of the Defendant, South Carolina Department of Revenue, is a lien levied against Gwendolyn Ladson, a former owner of the subject real property, which lien was filed after the cited deed to this Defendant was recorded, and therefore the cited liens do not encumber the title of this Defendant.

6. Further answering Paragraph 17 of the Complaint, this Defendant would show that he owns the subject property free and clear of any and every lien (other than real property taxes), which may be claimed by any party.

FOR A SECOND DEFENSE

7. This Defendant purchased the subject real property at a foreclosure sale held on or about July 5, 2016.

8. This foreclosure sale was conducted in accordance with the terms and conditions of the Master In Equity's Order and Judgment of Foreclosure and Sale, filed on June 22, 2016 ("Judgment"), in the case of Wells Fargo Bank, N.A. v. Gwendolyn Ladson a/k/a Gwendolyn H. Ladson, 2015-CP-40-02203.

9. The prior foreclosure suit, which was prosecuted by Wells Fargo Bank, N.A., the same party as the Plaintiff herein, foreclosed a mortgage on the subject property, which mortgage has been released and discharged by the sale at foreclosure of the subject property.

10. The present Plaintiff was named as a Defendant (as well as the Plaintiff) in the prior foreclosure suit, and the Judgment specifically provided the following with regard to the present Plaintiff's mortgage, which is the subject of the present suit:

C. The Defendant(s), Wells Fargo Bank, N.A. s/b/m to Wachovia Bank, N.A., has or may claim to have some interest in the Property by virtue of a

mortgage given by John Ladson and Gwendolyn Ladson, in the original principal amount of \$73,848.50, which mortgage was recorded/filed in the Richland County Records on 09/16/2003 in Book 852 at Page 958. Upon information and belief, said lien has been paid in full but never satisfied of record and is hereby removed from the title to the Property upon the entry of a judicial order. (emphasis added)

11. The Judgment further specifically provided as follows:

9. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein, and all persons whomsoever claiming under him, them or it, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

12. There was no appeal of the findings, terms and conditions of the Judgment, the sale of the mortgaged property was conducted, in accordance therewith, and the purchase of the subject property by this Defendant was, in all respects, proper as confirmed by court order.

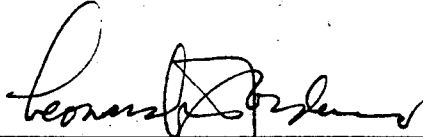
13. The Notice of Sale, which advertised the sale at foreclosure of the subject property, like the Judgment, gave no indication that the property was sold subject to the mortgage, which is the subject of the present suit.

14. The mortgage, which is the subject of this suit, has therefore been "removed from the title" and is "forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgage premises so sold, or any part thereof."

15. The Plaintiff therefore has no mortgage (or other lien) upon the subject property and therefore has no remedy of foreclosure and no standing to institute this suit.

WHEREFORE, having fully answered the Plaintiff's Complaint, this Defendant prays that the Court dismiss the Complaint with costs charged to the Plaintiff.

83



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ljordan@ljordanlaw.com

#4
Columbia, South Carolina
November 29, 2016

Attorney for Defendant, Stuart Arnold

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2016-CP-40-006845

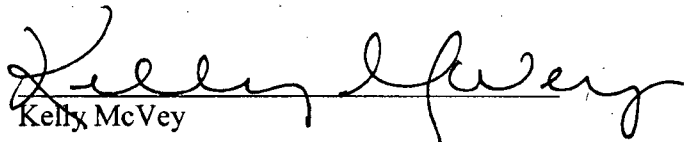
Wells Fargo Bank, NA,)
)
Plaintiff,)
)
vs.)
)
Gwendolyn H. Ladson a/k/a Gwendolyn Ladson;)
Stuart Arnold; Wells Fargo Bank, National)
Association (Charlotte, NC); South Carolina)
Department of Revenue,)
)
Defendants.)

CERTIFICATE OF MAILING

2016 NOV 30 AM 8:32
RICHMOND COUNTY
CLERK OF COURT

I, Kelly McVey, of Jordan Law Firm, attorney for the Defendant, Stuart Arnold, hereby certify that I have this 29th day of November, 2016, served a copy of the Answer of Stuart Arnold, upon Robert P. Davis, Esquire, attorney for the Plaintiff herein, by mailing a copy thereof to him, postage prepaid, at the address indicated below:

Robert P. Davis, Esquire
Rogers Townsend & Thomas, PC
Post Office Box 100200
Columbia, SC 29202


Kelly McVey

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
C/A No.: 2015-CP-40-02203

Wells Fargo Bank, N.A.,

Plaintiff,

v.

Gwendolyn Ladson a/k/a Gwendolyn H. Ladson,

Defendants.

**NOTICE OF MOTION AND MOTION FOR
RELIEF**

TO:

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, by and through its undersigned attorney, will, on the tenth (10th) day after service hereof, or as soon thereafter as counsel may be heard, move before the presiding Circuit Court Judge, for an Order pursuant to Rule 60(b)(1) of the South Carolina Rules of Civil Procedure granting the Plaintiff relief from the Master in Equity's Order and Judgment of Foreclosure and Sale (Granting Plaintiff's motion for Summary Judgment) filed on June 22, 2016.

This Motion is made upon the grounds outlined below and is supported by the South Carolina Rules of Civil Procedure, relevant case law, and any discovery, affidavits, or memorandums presented. To wit, Plaintiff would show the following to the Court:

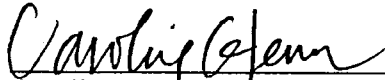
1. This action is an action for foreclosure of property located at 4226 Chesterfield Drive, Columbia, SC 29203, Richland County.
2. On January 26, 2016, counsel for the Plaintiff filed a Motion for Summary Judgment.
3. A Motion for Summary Judgment hearing was held on March 29, 2016 and judgment was entered on June 22, 2016.
4. The summons and Complaint that was filed in this action on April 10, 2015 correctly alleges that the subject mortgage is a valid second lien on the property and that the

2017 FEB 27 AM 9:54
JEANNE T. M. JONES
C.C.P. & S.S.
RICHLAND COUNTY

Plaintiff intended to foreclose subject to that certain senior mortgage given to Wells Fargo Bank, N.A. s/b/m to Wachovia Bank, N.A., by John Ladson and Gwendolyn Ladson.

5. The Order of foreclosure that was filed on June 22, 2016 inadvertently removed the senior lien from the subject property. Paragraph Eleven (11) of the Order of Foreclosure correctly stated that the subject mortgage constituted a valid second lien on the subject property. However, through mistake and inadvertence counsel for the Plaintiff unintentionally added language to the proposed Order removing the senior mortgage from the subject property in Paragraph Nineteen (19(c)). These two paragraphs are inconsistent with each other. Indeed, no allegation or evidence has been put forth in this action to support a finding that the senior lien was paid but not satisfied. The inclusion of this finding in the Order was clearly due to the inadvertence and mistake of counsel for the Plaintiff.

Respectfully Submitted,



Caroline R. Glenn, SC Bar No. 77157
Attorney for Plaintiff
Brock and Scott, PLLC
3800 Fernandina Road
Suite 110
Columbia, SC 29210

Dated: 2/21, 2017
Columbia, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Wells Fargo Bank, N.A.,

Plaintiff,

v.

Gwendolyn Ladson a/k/a Gwendolyn H.
Ladson,

Defendants.

NINTH JUDICIAL CIRCUIT
IN THE COURT OF COMMON PLEAS
C/A No.: 2015-CP-40-02203

CERTIFICATE OF MAILING

JANETTE M. HERRING
C.C.P. & A.S.
2017 FEB 27 AM 9:54
JORDAN LAW FIRM

The undersigned hereby certifies that on February 22, 2017 she served a copy of Defendant's Notice of Motion and Motion for relief, along with a Certificate of Mailing upon the person(s) below by depositing the same in the US Mail with proper postage affixed and addressed as follows:

Gwendolyn Ladson a/k/a Gwendolyn H. Ladson
c/o Atty William L. Pyatt, Esquire
Post Office Box 12041
Columbia, SC 29211

Charles S. Gwynne, Jr., Esquire
Rogers Townsend & Thomas, PC
Post Office Box 100200
Columbia, SC 29202-3200

Stuart Arnold
c/o Leonard R. Jordan, Jr., Esquire
JORDAN LAW FIRM
211 Veterans Road, Suite D
Columbia, SC 29209

The Honorable Joseph M. Strickland
Post Office Box 192
Columbia, SC 29202-0192



Ilina Tchakarova,
Litigation Paralegal
Brock & Scott, PLLC

Columbia, South Carolina

LEONARD R. JORDAN, JR.
TELEPHONE: (803) 726-1950
DIRECT LINE: (803) 255-0650
EMAIL: LJORDAN@LJORDANLAW.COM

JORDAN
LAW FIRM
LEONARD JORDAN, ATTORNEY, LLC

211 VETERANS ROAD, SUITE D
COLUMBIA, SOUTH CAROLINA 29209
TOLL FREE: (866) 222-1044
FACSIMILE: (803) 726-1951

April 10, 2017

Honorable Joseph M. Strickland
Richland County Master in Equity
Richland County Judicial Center
1701 Main Street, Room 212
Columbia, SC 29201

Caroline R. Glenn, Esquire
Brock and Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210

RE: Wells Fargo Bank, NA vs. Gwendolyn H. Ladson a/k/a Gwendolyn Ladson;
Stuart Arnold, et al.; Case No.: 2016-CP-40-006845

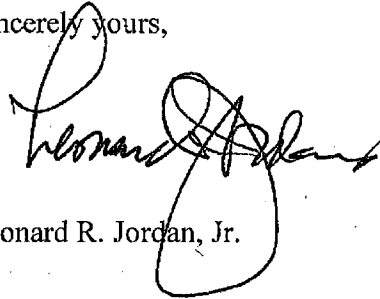
Plaintiff's Motion for Relief set for hearing on April 19, 2017, at 9:30 A.M.

Dear Judge Strickland and Ms. Glenn:

Please find enclosed copies of Stuart Arnold's Return to Plaintiff's Motion for Relief,
which was filed on April 7, 2017.

With kindest regards, I am

Sincerely yours,



Leonard R. Jordan, Jr.

LRJjr/km
Enclosure

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2015-CP-40-02203

Wells Fargo Bank, N.A.,)
)
Plaintiff,)
)
v.)
)
Gwendolyn Ladson a/k/a Gwendolyn H. Ladson,)
)
Defendant(s).)
_____)

**STUART ARNOLD'S
RETURN TO PLAINTIFF'S
MOTION FOR RELIEF**

APR 17 10:30 AM
RICHLAND COUNTY
FILED
JENNIFER G. S.
C. R.

Stuart Arnold, the purchaser of the subject real property, known as 4226 Chesterfield Drive, Columbia, South Carolina, at the foreclosure sale in this case held on July 5, 2016, by and through his undersigned attorney, hereby makes his return to the Motion for Relief filed by the Plaintiff, Wells Fargo Bank, N.A., and he would show this Honorable Court the following:

1. Mr. Arnold was not named as a party to this suit, as he had no legal or equitable interest in the said property until his purchase thereof at the Master's Sale on July 5, 2016; and he therefore cannot complain about the proceedings prior to the foreclosure sale. He only expects the Court to confirm the results of the sale as being free and clear of any encumbrance, as indicated by the Master In Equity's Order and Judgment of Foreclosure and Sale filed herein on June 22, 2016 ("Judgment").

2. The Judgment, in Paragraph 19, states, in relevant part, the following:

C. The Defendant(s), (sic) Wells Fargo Bank, N.A. s/b/m to Wachovia Bank, N.A., has or may claim to have some interest in the Property by virtue of a mortgage given by John Ladson and Gwendolyn Ladson, in the original principal amount of \$73,848.50, which mortgage was recorded/filed in the Richland County Records on 09/16/2003 in Book 852 at Page 958. Upon information and belief, said lien has been paid in full but never satisfied of record and is hereby removed from the title to the Property upon the entry of a judicial order. (emphasis supplied)

3. The identical language as aforesaid is also found in the Record of Hearing for Foreclosure Case filed herein on June 6, 2016. This language at least implies that "the entry of a

judicial order” means the Judgment.

4. The Judgment did not direct the sale of the property subject to a prior mortgage of the Plaintiff; and in fact, it specifically declared that a senior mortgage held by the Plaintiff was “paid in full” and was “hereby removed from the title.”

5. The Judgment further provided the following:

9. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein, and all persons whomsoever claiming under him, them or it, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof. (emphasis supplied)

6. Wells Fargo Bank, N.A. s/b/m to Wachovia Bank, N.A., as the named holder of a mortgage given by the Defendant, Gwendolyn H. Ladson, certainly qualifies as a person claiming under the Defendant, Gwendolyn H. Ladson, and is, by the Judgment, therefore “barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises.”

7. Importantly, the Plaintiff, Wells Fargo Bank, N.A., and the alleged holder of the senior mortgage, Wells Fargo Bank, N.A. (the Plaintiff in the recently-filed mortgage foreclosure suit) are the identical entity. Further, the judgment provisions quoted above, were drafted by counsel for the Plaintiff, who at all relevant times was acting for, and on behalf of, Wells Fargo Bank, N.A., which is the Plaintiff in both foreclosure suits involving the subject real property.

8. Any and all knowledge of this suit and the conditions of the Judgment herein and the resulting foreclosure sale, as orchestrated by Wells Fargo Bank, N.A. and its counsel, would logically be actually known by (or imputed to) it, as both the holder of the foreclosed mortgage and the alleged senior mortgage on the subject real property.

9. As required by the Judgment, the Master in Equity provided customary notice of the sale of the subject property by publication of a “Master’s Sale” notice in The Columbia Star on June 17 and 24 and July 1, 2016, as reflected in the Affidavit of the publisher dated July 1, 2016, and filed

on July 8, 2016. This notice, which was presumably prepared by the Plaintiff's counsel in compliance with the Judgment, contains no provisions informing the public (including Mr. Arnold) that the property was being sold subject to any mortgage or other encumbrance (other than real property taxes).

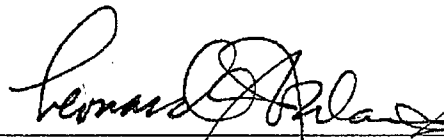
10. Following his compliance with his bid at the foreclosure sale, Mr. Arnold received a Master's Deed to the property, which deed was recorded in the Office of the Register of Deeds on August 8, 2016.

11. The foreclosure sale and resulting Master's Deed were confirmed by an Order Confirming Sale filed on August 2, 2016.

12. At all relevant times, even as late as August 2, 2016, the Court was not made aware of any error in the conditions of the sale, including that the sale was subject to a mortgage or other encumbrance.

13. Attached hereto is the Affidavit of Stuart Arnold, which reflects that he was a bona fide purchaser for value and that, after his purchase of the property, he has invested large sums of money to repair and rehabilitate the property.

Based upon the foregoing, Stuart Arnold prays that the Plaintiff's Motion for Relief be denied.



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Columbia, South Carolina
April 7, 2017

Attorney for Defendant, Stuart Arnold

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2015-CP-40-02203

Wells Fargo Bank, N.A.,)
)
Plaintiff,)
)
v.)
)
Gwendolyn Ladson a/k/a Gwendolyn H. Ladson,)
)
Defendant(s).)

**AFFIDAVIT OF
STUART ARNOLD**

PERSONALLY appeared before me Stuart Arnold, who, after being duly sworn, states:

1. I am the owner of the real property known as 4226 Chesterfield Drive, Columbia, South Carolina.
2. I purchased the said property at the Master's Sale on July 5, 2016.
3. I bid on and purchased the property with a successful bid of \$5,001.00. I complied with the bid and received a Master's Deed to the property. This Deed was dated June 7, 2016 (probably intended to be dated on or before August 2, 2016), and was recorded in the Office of the Register of Deeds on August 16, 2016.
4. I became aware of this property when I saw the Master's Sale notice in The Columbia Star. I reviewed the notice to determine whether the property was being sold "subject to" a senior encumbrance, and I saw that the notice contained the typical provision that the sale was "subject to assessments; Richland County taxes, existing easements, easements and restrictions of record and other senior encumbrances."
5. Once I viewed the property and decided to bid on it, I went to the Office of the Clerk of Court for Richland County, found this case on the computer and reviewed the Master in Equity's Order and Judgment of Foreclosure and Sale ("Judgment") to acquire an understanding of the circumstances of this sale.

6. I noticed in the Judgment that the property was not being sold subject to a senior mortgage; and in fact, I noticed that the Judgment addressed a senior mortgage (also held by Wells Fargo Bank, N.A.), which was still open of record but that, according to the Judgment, said mortgage was satisfied and was, by the Judgment, removed from the title.

7. When I purchased the property at the foreclosure sale, I believed that I would acquire clear title, subject only to real property taxes; and I had no actual knowledge that the sale was subject to a mortgage or other surviving encumbrance (other than real property taxes).

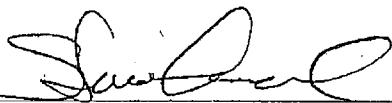
8. After purchasing the property, I promptly took steps to repair and rehabilitate the property, expending large sums of money in the process.

9. I have now invested more than \$50,000.00 in the property over and above the bid compliance.

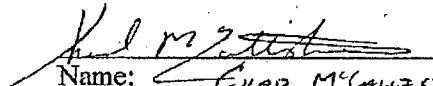
10. I have paid the 2016 real property taxes.

11. I first learned of the claim of Wells Fargo Bank, N.A. that its senior mortgage was not affected by the foreclosure sale in this case when I was served on November 18, 2016, with suit papers in a new, presently pending mortgage foreclosure suit. I responded timely to said suit papers by an Answer served on November 29, 2016, a filed-copy of which is attached as Exhibit "A."

FURTHER AFFIANT SAYETH NAUGHT.


Stuart Arnold

SWORN to and subscribed before me
this 6 day of April, 2017

 (L.S.)
Name: CHAD MCCALLISTER
Notary Public for South Carolina
My Commission Expires: 12/31/2025

CHAD MCCALLISTER
Notary Public - State of South Carolina
My Commission Expires December 31, 2025

STATE OF SOUTH CAROLINA
 COUNTY OF RICHLAND

) IN THE COURT OF COMMON PLEAS
) FAMILY COURT
)

Wells Fargo Bank, N.A.,
 Plaintiff

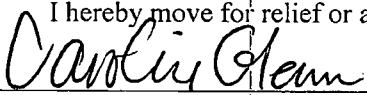
) CASE NO. 2015-CP-40-02203
)

vs.

) **MOTION INFORMATION**
) **FORM AND COVER SHEET**
)

Gwendolyn Ladson a/k/a Gwendolyn H. Ladson,
 Defendant(s)

Check box above indicating submitting party.

Name, S.C. Bar no. and address of Plaintiff's attorney. Caroline R. Glenn - 77157 Brock and Scott, PLLC 3800 Fernandina Road Columbia, SC E-mail: Caroline.Glenn@brockandscott.com Telephone: 803-454-3540 Fax: 803-454-3541		Name, S.C. Bar no. and address of Defendant's attorney. Leonard R. Jordan, Jr. Jordan Law Firm 211 Veterans Road, Suite D Columbia, SC 29209 Phone: 803-255-0650 E-mail: ljordan@ljordanlaw.com	
<input checked="" type="checkbox"/> MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) <input type="checkbox"/> FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) <input type="checkbox"/> PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II AND III)			
SECTION I: Hearing Information			
Nature of Motion: Motion to Alter or Amend Estimated Time Needed: 30 Minutes		Court Reporter Needed: Yes	
SECTION II: Motion Type			
<input checked="" type="checkbox"/> Written Motion attached <input type="checkbox"/> Form Motion/Order		I hereby move for relief or action by the court as set forth in the attached proposed Order.	
 Signature of Attorney for Plaintiff		5-18-17 Date Submitted	
SECTION III: Motion Fee			
<input checked="" type="checkbox"/> Paid-Amount: \$25.00 <input type="checkbox"/> EXEMPT:			
<input type="checkbox"/> Rule to show Cause in Child or Spousal Support <input type="checkbox"/> Domestic Abuse or Abuse and Neglect <input type="checkbox"/> Indigent Status <input type="checkbox"/> State Agency v. Indigent Party <input type="checkbox"/> Sexually Violent Predator Act <input type="checkbox"/> Post-Conviction Relief <input type="checkbox"/> Motion to Stay Bankruptcy <input type="checkbox"/> Motion for Publication <input type="checkbox"/> Motion for Execution (Rule 69, SRCP) <input type="checkbox"/> 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: _____ <input type="checkbox"/> OTHER			
JUDGE'S SECTION			
<input type="checkbox"/> Motion fee to be paid upon filing of the attached Order. <input type="checkbox"/> Other:		JUDGE: _____ CODE: _____ DATED: _____	
CLERKS VERIFICATION			
Collected by: <u>JM</u> (print name)		Date Filed: <u>5-18-17</u>	
<input type="checkbox"/> MOTION FEE COLLECTED: _____ <input type="checkbox"/> CONTESTED—AMOUNT DUE: _____			

RECEIVED
 2017 MAY 18 PM 2:56
 JEANETTE W. MORRIS
 C.D.P. & G.S.

SCCA/233 (11/03)

B&S No.: 15-04834

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Wells Fargo Bank, N.A.,

Plaintiff,

v.

Gwendolyn Ladson a/k/a Gwendolyn H.
Ladson,

Defendants.


FIFTH JUDICIAL CIRCUIT
IN THE COURT OF COMMON PLEAS
C/A No.: 2015-CP-40-02203

**NOTICE OF MOTION AND TO ALTER OR
AMEND JUDGMENT**

2017 MAY 18 PM 2:56
JEANETTE W. MORRIS
CLERK OF COURT

YOU WILL PLEASE TAKE NOTICE that Wells Fargo Bank, N.A., by and through its undersigned attorney, will, on the tenth (10th) day after service hereof, or as soon thereafter as counsel may be heard, move before the Joseph M. Strickland, as Master in Equity for Richland County, for an Order pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure Altering or Amending the Order Denying Plaintiff's Motion for Relief filed in this matter on May 8, 2017.

This Motion is supported by the South Carolina Rules of Civil Procedure, relevant case law, and the memorandum in support to be submitted separately.



Caroline Glenn, SC Bar #77157
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540 Fax 803-454-3541
Attorney for Plaintiff

Dated: 5.18, 2017
Columbia, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Wells Fargo Bank, N.A.,

Plaintiff,

v.

Gwendolyn Ladson a/k/a Gwendolyn H.
Ladson,

Defendants.

FIFTH JUDICIAL CIRCUIT
IN THE COURT OF COMMON PLEAS
C/A No.: 2015-CP-40-02203

**MEMORANDUM IN SUPPORT OF THE
PLAINTIFF'S MOTION TO ALTER OR
AMEND ORDER**

RICHLAND COUNTY
FILED
2017 AUG - 8 AM 9: 44
JEANETTE W. BRIDGE
C.C.P. & G.S.

I. INTRODUCTION AND FACTS

Plaintiff filed the instant foreclosure action on April 10, 2015. Plaintiff's Complaint clearly asserts that the subject mortgage is a valid second lien on the subject property and Paragraph 17 of the Complaint specifies that Plaintiff intended to foreclose subject to a senior mortgage that it held, with the senior mortgage being recorded in the Richland County Registry on September 16, 2003 in Book 852 at Page 958. Defendant, Gwendolyn Ladson answered the Complaint. The case was referred to the Honorable Joseph M. Strickland, Master in Equity for Richland County, by an Order of reference filed July 9, 2015. Plaintiff filed a motion for summary judgment on January 26, 2016 and a hearing was held on Plaintiff's motion on March 29, 2016. Judgment was granted in favor of the Plaintiff and the subject property sold to third party purchaser, Stuart Arnold, on July 5, 2016.

Plaintiff filed a SCRCP Rule 60(b) motion for relief on February 27, 2017 on the grounds of mistake, inadvertence, or excusable neglect. The basis for Plaintiff's motion for relief was that Paragraph 19(C) of the Order of foreclosure inadvertently and erroneously referenced Wells Fargo Bank, N.A. s/b/m to Wachovia Bank, N.A ("Wells Fargo") as a defendant and indicated that the senior lien was paid but not satisfied of record. Neither of these assertions are accurate or supported by the evidence. Wells Fargo is not a named defendant in the action and there has been no evidence presented to support an assertion that the first mortgage was paid but not satisfied.

Counsel for Plaintiff candidly admitted that the inclusion of this paragraph was due to mistake, inadvertence, or excusable neglect. Paragraph Eleven (11) of the foreclosure order correctly references the subject Mortgage as a valid second lien. This Paragraph clearly supports the allegations of the Complaint that the foreclosure is subject to a senior lien held by Wells Fargo.

A hearing was held on April 19, 2017 before The Honorable Joseph M. Strickland, and the Plaintiff's motion for relief was denied. Plaintiff submitted the instant motion to respectfully request reconsideration of the Order denying Plaintiff's SCRPC Rule 60(b) motion. This memorandum will reflect that the Plaintiff's motion to alter or amend should be granted as Plaintiff's SCRPC Rule 60(b) motion for relief was filed in good faith to correct the mistake evident on the face of the foreclosure order entered on June 22, 2016. This memorandum will further reflect that Mr. Arnold was on record (constructive or inquiry) notice of the mistake by virtue of the contradictory statements regarding the status of the second mortgage. As such, Mr. Arnold cannot qualify as a bona fide purchaser for value without notice of the existing first lien on the subject property.

A SCRPC Rule 60(b)(1) motion lies within the sound discretion of the court. *Mitchell Supply Co., Inc. v. Gaffney*, 297 S.C. 160, 375 S.E.2d 321. Generally, the court's decision will not be overturned absent an abuse of discretion which could arise by virtue of being controlled by an error of law or "when based upon factual conclusions, is without evidentiary support." *Thompson v. Hammond*, 299 S.C. 116, 119, 382 S.E.2d 321 (Ct. App. 1988). The Order Denying Plaintiff's Motion for Relief is controlled by errors of law and is without evidentiary support.

II. DISCUSSION

1. **There is no evidence to support refusal to correct the error evident on the face of the foreclosure order.**

It is unchallenged that the assertions contained in Paragraph 19(C) of the foreclosure order related to the first lien held by Wells Fargo are in error. Wells Fargo is not a defendant in

this action and no evidence has been presented to the Court that the first lien has been “paid but not satisfied”. Paragraph 19 of the foreclosure order does not contain subsections (A) or (B) which is a further indication that the Paragraph was mistaken or contained an error.

Mr. Arnold asserts that he had the right to rely on Paragraph 19 in spite of the “red-flags” that the Paragraph was in error and in stark contrast to the allegations of the Complaint as well as the findings in Paragraph 11 of the foreclosure order that indicate that the subject Mortgage constitutes a second lien on the property.

Failing to correct the foreclosure order leaves open a glaring and irreconcilable contradiction between Paragraphs 11 and 19(C). As no evidence has been presented to support the assertions of Paragraph 19(C), the Court should reconsider its Order Denying Plaintiff’s Motion for Relief and issue an Order which removes Paragraph 19(c) from the foreclosure order.

2. A finding that Mr. Arnold is a bona fide purchaser for value “without notice” is an error of law.

Paragraph 8 of the Order Denying Plaintiff’s Motion for Relief concludes that, “Mr. Arnold is a bona fide purchaser for value without notice of any lien (defect) affecting the title to the subject property”. This conclusion is an error of law.

A purchaser may assert a plea in equity of a bona fide purchaser for value, without notice of a defect in his title, by showing (1) he has actually paid in full the purchase money (giving security for payment is not sufficient, nor is past indebtedness a sufficient consideration); (2) he purchased and acquired the legal title, or the best right to it; and (3) he purchased bona fide, i.e., in good faith and with integrity of dealing, without notice of a lien or defect. The bona fide purchaser must show all three conditions “actual payment, acquiring of legal title, and bona fide purchase” occurred before he had notice of a title defect or other adverse claim, lien or interest in the property” *Spence v. Spence*, 368 S.C. 106, 116, 628 S.E.2d 869, 874 (2006). There are two basic types of notice 1) actual and 2) constructive or inquiry notice. *Id.*

Mr. Arnold had both actual and constructive notice that the instant foreclosure was one of a second lien. Mr. Arnold admitted, and it was included as a finding of fact in the Order Denying Plaintiff’s Request for Relief, that he “performed appropriate due diligence with regard

to investigating the foreclosure suit and the Judgement prior to bidding on the property and complying with his bid". As such, Mr. Arnold had actual notice, both from Plaintiff's Complaint and the foreclosure order itself that the instant foreclosure was one of a second lien. Even if Mr. Arnold had not conducted a diligent search of the foreclosure records before appearing at the sale, he would have none-the-less had constructive notice that the foreclosure was a second lien. "[c]onstructive or inquiry notice in the context of a real estate transaction also may arise when a party becomes aware or should have become aware of certain facts which, if investigated, would reveal the claim of another". *Id* at 120.

Mr. Arnold contends, and the Order Denying Plaintiff's Motion for Relief adopts as a finding of fact, that his review of the foreclosure order and notice of sale, including the erroneous Paragraph 19(C), led him to a conclusion that the sale of the property was not subject to a senior lien. The foreclosure order does not support Mr. Arnold's position as it clearly states the Plaintiff's lien is in second position. In the light most favorable to Mr. Arnold, Paragraphs 11 and 19(c) of the foreclosure order would alert him to the fact that more scrutiny as to the status of the first lien was needed. The Notice of Sale was silent as to lien position of the foreclosure sale and does not support Mr. Arnold's conclusion that the sale was a first lien sale. Mr. Arnold's assertion that he had some right to rely on erroneous Paragraph 19(C) of the foreclosure order is not supported by South Carolina case law. In the case of *Poco-Grande Investments v. C&S Family Credit, Inc.* 301 S.C. 323, 391 S.E.2d 735 (Ct. App. 1990), the Court of Appeals indicated that a bidder had no right to rely on a notice of sale that erroneously stated the amount of a senior lien and the foreclosure sale was upheld and subject to the entirety of the senior lien amount and not the amount stated on the notice of sale. The Court noted that "A party must avail himself of the knowledge or means of knowledge open to him. The court will not protect the person who, with full opportunity to do so, will not protect himself". *Id* at 325, citing *King v. Oxford*, 282 S.C. 307, 312, 318 S.E.2d 125, 128 (Ct. App. 1984). Here, Mr. Arnold, armed with the full knowledge that there was a contradiction in the foreclosure order as to the status of the first lien, could have inquired further with Wells Fargo as to the status of the first lien prior to making his bid or contacted counsel for Plaintiff to inquire about the contradiction to fully protect himself.

III. CONCLUSION

In light of the foregoing, Plaintiff respectfully requests that the Order Denying Plaintiff's Request for Relief be reconsidered, altered, or amended so as to correct the error contained in Paragraph 19(c) of the foreclosure order.



Chad W. Burgess, SC Bar #72520
Caroline Glenn, SC Bar #77157
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Columbia, SC 29210
Phone 803-454-3540 Fax 803-454-3541
Attorney for Plaintiff

Dated: August 4, 2017
Columbia, South Carolina

STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
COUNTY OF RICHLAND) C/A No. 15-CP-40-02203

Wells Fargo Bank, N.A.,)
Plaintiff,)
v.)
Gwendolyn Ladson a/k/a Gwendolyn H.)
Ladson,)
Defendants.)

COPY

HEARING

Wednesday, April 19th, 2017
9:48 a.m. - 10:09 a.m.

The hearing before the Honorable Joseph M. Strickland, Master-In-Equity for Richland County, was taken at the Richland County Judicial Center, 1701 Main Street, Columbia, South Carolina on the 19th day of April, 2017 before Donna Currey, Court Reporter and Notary Public in and for the State of South Carolina.



APPEARANCES

Caroline R. Glenn, Esquire
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, South Carolina 29210-3838
Attorney for the Plaintiff

Leonard R. Jordan, Jr., Esquire
Jordan Law Firm, LLC
211 Veterans Road, Suite D
Columbia, South Carolina 29209
Attorney for the Defendant

Also Present:
Charles W. Gwynne, Jr., Esquire
Stuart Arnold
Joan Arnold

INDEX

Certificate 20

EXHIBITS

(There were no exhibits marked in the hearing.)



1 **THE COURT:** This is Civil Action Number 2015-CP-40-
2 2203, Wells Fargo versus Gwendolyn Ladson and
3 the matter before the court is simply to allow
4 Plaintiff's Motion for Relief. Now, are we all
5 on the same page? Now, I thought this case was
6 over some time ago. Tell me what's going on.

7 **MS. GLENN:** Okay, Your Honor. First off, I've got a
8 copy of the Summons and Complaint and Order.

9 **THE COURT:** We have that in the file.

10 **MS. GLENN:** Oh, you do?

11 **THE COURT:** Yes, ma'am.

12 **MS. WILSON:** Just wanted to make sure. Your Honor,
13 that's correct. We are here today on
14 Plaintiff's Motion for Relief from the Order
15 that was filed back in June, 2016. As you're
16 aware, this is an action for foreclosure. The
17 Motion for Summary Judgment was filed in March.
18 There was a hearing held, and the judgment was
19 entered on June 22, 2016. The Summons and
20 Complaint that was filed in this action back in
21 April of 2015 correctly alleged that the
22 subject mortgage is a valid second lien on the
23 property and that the Plaintiff intended to
24 foreclose subject to a certain senior mortgage
25 given to Wells Fargo. Your Honor, you can see



1 this in paragraphs eight and seventeen of the
2 complaint. The Order of Foreclosure that was
3 filed on June 26th inadvertantly removed the
4 senior lien from the property. In paragraph 11
5 of the Order of Foreclosure, we correctly
6 stated that the subject mortgage constituted a
7 valid second lien on the subject property.
8 Through a state of inadvertence, Your Honor,
9 counsel for the Plaintiff unintentionally added
10 the language to the proposed order that removed
11 the senior mortgage from the subject property
12 and that's in paragraph 19C. These two
13 paragraphs are inconsistent with each other.
14 No allegation or evidence has been put forth in
15 this action to support a finding that a senior
16 lien was paid and not satisfied. This is a
17 clear inadvertance on our part, a mistake, Your
18 Honor, a scribner's error. Relief is proper
19 under Rule 61B, would be when you take the
20 wording of the Order as a whole, Your Honor,
21 the ambuguity is evident on its face. It's
22 evident in the pleadings and the order itself,
23 Your Honor. Plaintiff is requesting relief
24 nunc pro tunc simply to correct this mistake
25 and to clarify the priority.



1 **THE COURT:** Okay, and Mr. Jordan, you're
2 representing Mr. Arnold?

3 **MR. JORDAN:** Yes. Mr. Arnold is here today, Your
4 Honor, and I do represent him. Based on what
5 I just heard, I think the Plaintiff in
6 this case is basically trying to amend the
7 order to reflect that the sale was somehow
8 subject to a first mortgage. But my client
9 bought the property in good faith, and he
10 clearly is a bona fide purchaser of value
11 without notice. He bought this property, paid
12 the purchase price, received the master deed
13 and of course the sale was confirmed. And the
14 first notice he had that the notice was held by
15 Wells Fargo, that the first mortgage was out
16 there and seeking to enforce this lien was on
17 November the 18th of 2016, months after the
18 foreclosure sale when he was served with a
19 Summons and Complaint for foreclosure. So, in
20 other words, he's a bona fide purchaser for
21 value without notice. He meets all the
22 elements of that requirement, and to change the
23 order at this stage when he in good faith bid
24 on the property and purchased it and received
25 the deed, which by all indications was a deed



1 a free and clear of all liens would certainly
2 cause a great deal of hardship to my client.
3 My client by the way has spent -- I've got an
4 accounting here, has spent as of today
5 \$64,382.60 on this property relying on his
6 ownership interest in the property. If my
7 client should somehow be divested of ownership
8 or somehow if of course if Your Honor decides
9 that this first mortgage somehow slides back in
10 there on his -- as his obligation, he'll
11 certainly make some maneuver to get out of the
12 deal. But the deal would've also involved him
13 seeking betterments under the Betterment
14 Statute, he'd be entitled to whatever
15 improvement he'd made to the property based on
16 his good faith belief that he was the owner of
17 the property when he made those improvements.
18 And as provided by the statute, any betterments
19 priority would be ahead of all the mortgage and
20 liens and any other kind of deed. So, in other
21 words, it would be first priority on this
22 property ahead of Wells Fargo. Now, the
23 important thing in this case and the very
24 unusual thing about this particular case is the
25 two mortgages are held by the same entity.



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1 Wells Fargo is the holder of the foreclosing
2 second mortgage, and Wells Fargo is the holder
3 of the first mortgage. So, you know, any
4 knowledge that the counsel for Wells Fargo had
5 with regard to the existence and the still
6 unpaid status of a Wells Fargo mortgage is
7 certainly something that would be imputed to
8 Wells Fargo on this first mortgage as well.
9 So, you know, we've got just a very convoluted
10 situation here, Judge. And I would certainly
11 think too that it's important to understand the
12 factual circumstances here. Both of these
13 mortgages, again both of them are Wells Fargo
14 mortgages. Both of them went into default in
15 July 2014, 2014. And the sale of this property
16 was in July 2016, two years later and at that
17 point in time, the first mortgagee had made no
18 effort whatsoever to enforce his mortgage
19 interest. If they had done anything at all,
20 this error would have been discovered long
21 before the sale of the property. But the -- my
22 client had indicated in his affidavit that's
23 attached to the return that we filed in this
24 case, has indicated number one that he's
25 completely innocent here. He knew nothing



1 whatsoever about a mortgage, but in fact he
2 inquired about it. He went to -- when he was
3 -- when he saw that this property was
4 advertised in the Columbia Star for sale, he
5 went by and looked at the property and decided
6 it was a nice property that he would be
7 interested in bidding on. He came up and
8 looked at the judgment which clearly indicates
9 in the judgment that -- and the wording is
10 identical to the record on hearing, but the
11 wording basically said lien has been paid in
12 full but never satisfied in record and should
13 be removed from the title of the property upon
14 entry of a Judicial Order. And again, my point
15 with regard to raising the record on hearing is
16 that that's the language in the record on
17 hearing, so the Judicial Order that it is
18 referring to is this particular order that
19 we're talking about today, the matter of the
20 order and judgment of foreclosure and sale.

21 **THE COURT:** Mr. Jordan, describe the property for
22 me. Is it a house?

23 **MR. JORDAN:** It is a house. It is a house. It was
24 in very bad disrepair when my client purchased
25 it, and that's why he's had to put so much



1 money into it.

2 **THE COURT:** All right. What's the address?

3 **MR. JORDAN:** What's the address?

4 **MR. ARNOLD:** It's 4226 Chesterfield Drive.

5 **MR. JORDAN:** Chesterfield Drive.

6 **THE COURT:** Columbia. And what's the zip?

7 **MR. ARNOLD:** 29203.

8 **THE COURT:** Do you live there, sir?

9 **MR. ARNOLD:** No.

10 **MR. JORDAN:** Your Honor, he's; effectively an
11 investor contractor, and he buys property,
12 fixes them up for sale.

13 **THE COURT:** All right. Both of you have appeared
14 before me before, but you know it gives me
15 pause when I hear something I've never heard
16 before since July of 1989 since I've been doing
17 this job. There are two things that I'm
18 thinking about now. You buy something at a
19 foreclosure sale obviously, and some Plaintiffs
20 -- it used to be Plaintiff's attorneys say it's
21 buyer beware. A foreclosure sale is not
22 necessarily the best way to buy property. And
23 when you buy it, you kind of -- you know, there
24 are pitfalls to buying property at a
25 foreclosure sale, and this may be one of them.



1 Let me ask, who drafted the complaint, what
2 attorney?

3 **MS. GLENN:** Give me just a second, Your Honor. Alan
4 Stewart with my firm.

5 **THE COURT:** And he's no longer with Brock & Scott.

6 **MS. GLENN:** That's correct, Your Honor. At the
7 time, he was. And Your Honor, I'm the one that
8 -- I appeared at the hearing and reviewed and
9 signed the order. So, it was my error removing
10 the senior lien from the order, Your Honor. I
11 would like to say, I brought some case law if
12 you want me to pass it up.

13 **THE COURT:** Hold on a second. I'm looking at -- all
14 right case law. What are you trying to show?

15 **MS. GLENN:** I'm just -- the bona fide purchaser for
16 value that Mr. Leonard discussed. Your Honor,
17 the case that I provided goes into great detail
18 discussing the notice requirement to become a
19 bona fide purchaser for value and several
20 paragraphs discussing constructive and imputed
21 notice, Your Honor, stating that the legal
22 reference which substitutes the actual notice
23 is notice imputive to a person whose knowledge
24 of the facts is sufficient to put him inquiry
25 of the facts to pursue the due diligence. They



1 will lead to other undisclosed facts.
2 Therefore, this person is presumed to have
3 actual knowledge of these undisclosed facts.
4 It goes on to discuss constructive or inquiry
5 notice in the context of the real estate
6 transaction also may arise when the party
7 becomes aware or should have become aware of
8 certain facts which if investigated would
9 reveal the claim of another, the party would be
10 charged by operation of law with all knowledge
11 that the investigation by a reasonably cautious
12 and prudent purchaser would have revealed.
13 Your Honor, I mean, it's our position that he's
14 not a bona fide purchaser for value. There was
15 inquiry notice. Our Summons and Complaint is
16 correct in every facet stating that we were
17 foreclosing subject to the order. The
18 paragraph and order states that we were closing
19 subject to, that we were a valid second lien.
20 So, therefore that order is inconsistent and
21 shows the ambiguity right there. And thirdly,
22 Your Honor, a title search would have shown the
23 senior mortgage as well. So, it's our position
24 that this purchaser did in fact have inquiry
25 notice and it not a bona fide purchaser for



1 value.

2 **THE COURT:** Okay. And of course and for the
3 judicial sale announcement it is sold subject
4 to any additional liens. Let me ask you, if in
5 fact I agree with you and grant your motion,
6 wouldn't your remedy be to start all over
7 again, vacate the sale, dismiss the case and
8 then start all over again with another
9 foreclosure against the previous owner, against
10 Gwendolyn Ladson, that was the person that lost
11 the property?

12 **MS. GLENN:** What we were requesting, Your Honor, was
13 an Order nunc pro tunc just to clarifying the
14 order and keeping the sale valid, Your Honor.

15 **THE COURT:** Okay. Well, I think Mr. Jordan has made
16 a good case for explaining that his client
17 bought the property at the judicial sale is
18 kind of prejudiced by that because if he's in
19 fact spent -- well, I think he only paid \$5,000
20 at the sale?

21 **MR. JORDAN:** \$5,001.

22 **THE COURT:** Right, \$5,001 and he's invested \$64,000
23 in the property since then. So, you're talking
24 about close to \$70,000 he's spent out of pocket
25 and you come back today -- I think our notes



1 indicate the judicial sale took place in July
2 of 2016. This is April 19, 2017, and he's
3 spent \$64,000 on top of \$5,001 he spent to get
4 the property. Is there any chance that Wells
5 Fargo will reimburse him for his out of pocket
6 expenses since he bought the property at the
7 judicial sale some months ago? Have you talked
8 to your client about that?

9 **MS. GLENN:** I have not, Your Honor.

10 **THE COURT:** Mr. Jordan, would that help you if they
11 could reimburse him for the funds that he spent
12 in improving the property?

13 **MR. JORDAN:** My client and I have not discussed
14 that, Your Honor, but you know, our argument
15 that we would pursue -- likely pursue in this
16 scenario would be to claim that my client's
17 \$64,000 in improvements have improved the value
18 of the property maybe \$100,000. With the
19 Betterment Statute, that's what we would be
20 entitled to get, and you know this property was
21 in devastated condition as I understand it. It
22 was actually covered by a tarp and was
23 certainly subject to the elements before that.
24 And what my client has done has turned a real
25 bad situation into a situation that now is at



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1 least protected from the elements and at some
2 point will be sold for a profit.

3 **THE COURT:** Is anyone living in it?

4 **MR. ARNOLD:** No.

5 **MR. JORDAN:** No one's living in the property.

6 **THE COURT:** No one's living there.

7 **MR. JORDAN:** Now Judge, I would like to make one --
8 get on the record here and make a comment.
9 There's nothing in the document, in the
10 Judgment or anything saying that the property
11 was sold subject to a mortgage. There's not a
12 thing in the judgment, not a thing in the
13 notice of sale that was published in the
14 Columbia Star. So, there's nothing to put Mr.
15 Arnold on notice. But again, he goes to the
16 courthouse. He looks at the judgment. He
17 determines that yes, there was a first mortgage
18 on the property and the judgment specifically
19 addresses this first mortgage and indicates it
20 has been paid in full and indicates that it
21 will be satisfied of record.

22 **THE COURT:** Mr. Jordan, isn't it the law though that
23 it's subject to senior liens?

24 **MR. JORDAN:** Well ---

25 **THE COURT:** And also, isn't the law that in South



1 Carolina, you're not required that the lien
2 holders are parties to the foreclosure lawsuit?

3 **MR. JORDAN:** Well, Judge, as in this particular case
4 as I mentioned, we're dealing with the same
5 entity. The entity Wells Fargo, the Plaintiff
6 in this case, is stipulating to the court that
7 that mortgage is paid and satisfied and should
8 be marked satisfied of record, and that's
9 what's in this judgment. My client checked and
10 any lawyer checking in this would have
11 concluded the same thing. There's certainly no
12 reason to say well, there's an open mortgage of
13 record when it's completely addressed in the
14 judgment that it is satisfied. Where would you
15 go any farther, you know? So, checking a
16 title, if that's what the requirement is, and
17 I certainly understand that the court gives no
18 warranty when the property is sold, but any
19 sale whereby the court has somehow participated
20 in a miss -- let's call it a lack of
21 jurisprudence here where purchasers of the
22 property were led to believe the property is
23 free and clear of another mortgage, they bid on
24 it in good faith. You would certainly overturn
25 the sale every day in that scenario if it came



1 out that there was in fact a lien on the
2 property that you hadn't indicated that the
3 title was subject to. So, in this particular
4 case, my client was not in a position to do
5 anything other than what he did. He did the
6 due diligence to determine the first mortgage
7 had in fact by the Court Order been satisfied,
8 and that's what it says. And Judge, if we're
9 going to be quoting the case law and that type
10 of thing, I will tell you in this particular
11 case, the law is that the court basically bends
12 over backwards to make sure that judicial sales
13 are upheld, okay. In this particular case,
14 we've got a judicial sale that if anything, the
15 reason that it is not filed in good, while we
16 are before the court today is totally because
17 of the actions of the Plaintiff itself, you
18 know. So, if there was an irregularity here,
19 the irregularity was caused by the Plaintiff.
20 It mislead the court. It mislead Mr. Arnold.
21 And therefore, shouldn't at this stage, Judge,
22 end up with some kind of windfall.

23 **THE COURT:** Well, let me also state that Ms. Glenn I
24 appreciate your candor and even in your
25 pleadings you indicated it's the Plaintiff's



1 attorney's fault. Of course, I signed my name
2 to it and when we have a judicial sale, it
3 become a mistake on the part of the Judge and
4 the court's made a mistake. And Mr. Jordan
5 couldn't appeal a mistake made by an attorney,
6 but he certainly could appeal a mistake made by
7 the courts and that's in effect what this is at
8 this stage. Now, if there's any way y'all can
9 start the case over and get Mr. Arnold his
10 money back that's something to talk about. But
11 based on what's been presented here today, I
12 have to -- I feel compelled to deny the motion.
13 And Mr. Jordan, if you'll prepare a brief non-
14 argumentative order to that effect. I know we
15 may need guidance from the Appellate Courts on
16 that. Do you have a case that's similar in
17 facts for the situation that was presented here
18 today exactly or somewhere that's happened
19 before in the Appellate Courts that has dealt
20 with in South Carolina?

21 **MS. GLENN:** No, Your Honor. Not today, I don't. I
22 only have the bona fide purchaser for value.

23 **THE COURT:** Yes, ma'am. So, Mr. Jordan, again, I
24 deny the motion and if you'd prepare the order
25 to that effect and we'll maintain the status



1 quo this morning. Mr. Jordan?

2 **MR. JORDAN:** Your Honor, I'm certainly happy to hear
3 the ruling of the court. I do have one
4 question. Mr. Charlie Gwynne is here today.
5 He's representing Wells Fargo in the other
6 foreclosure action on the first mortgage. So,
7 I guess my question is how does your order
8 today effect the ability of Wells Fargo to
9 proceed with this foreclosure action?

10 **THE COURT:** That matter is not before me at this
11 time. So, I can't make a decision on that.
12 You might ask Mr. Gwynne though since he's
13 here. What's the status of that case?

14 **MR. GWYNNE:** Not too far along, Your Honor.

15 **THE COURT:** Have you filed a -- have you served the
16 Defendant? Who have you served?

17 **MR. GWYNNE:** We named Mr. Arnold in the case because
18 he's the current owner, and he's filed an
19 answer raising the same defenses. We've been
20 kind of on standby until this Motion was heard,
21 Your Honor.

22 **THE COURT:** Okay. When was that case filed? Was it
23 this year?

24 **MR. JORDAN:** November, mid November 2016.

25 **MR. GWYNNE:** November 16, 2016.



1 THE COURT: Okay. And y'all have talked about this
2 obviously?

3 MR. JORDAN: Well, we're aware of the respective
4 positions.

5 THE COURT: All right. Thank you.

6 MR. JORDAN: Thank you, Judge.

7 (There being nothing further, the hearing concluded
8 at 10:09 a.m.)

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CERTIFICATE

This is to certify that the within hearing consisting of nineteen (19) pages, is a true and correct transcript of the testimony given by said witnesses after being duly sworn; said hearing was reported by the method of Stenomask with Backup.

I further certify that I am neither employed by nor related to any of the parties in this matter or their counsel; nor do I have any interest, financial or otherwise, in the outcome of same.

IN WITNESS WHEREOF I have hereunto set my hand and seal on May 4, 2017.



Donna M. Currey
Court Reporter

Notary Public for South Carolina -
My Commission Expires: January 31, 2024



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STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
 COUNTY OF RICHLAND) C/A No. 2015-CP-40-02203
 Wells Fargo Bank, NA,)
 Plaintiff,)
 v.)
 Gwendolyn Ladson a/k/a Gwendolyn H.)
 Ladson,)
 Defendant.)

COPY

HEARING

Tuesday, August 8, 2017
 9:41 a.m. - 10:07 a.m.

The hearing before the Honorable Joseph M. Strickland, Master-In-Equity for Richland County, was taken at 1701 Main Street, Courtroom 2-D, Columbia, South Carolina on the 8th day of August, 2017 before Roderick S. Fitzgerald, Court Reporter and Notary Public in and for the State of South Carolina.



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Attorney for the Defendant

INDEX

Certificate 29



1 **THE COURT:** This is Civil Action Number
2 2015-CP-40-02203 Wells Fargo Bank against
3 Gwendolyn Ladson and others. The matter before
4 the Court is a motion to alter or amend
5 judgement. Before we get started, perhaps
6 maybe Mr. Burgess or Mr. Jordan can tell me
7 what the facts of this case were and how we
8 ended up in this -- in this position.

9 **MR. BURGESS:** Good morning, Your Honor. Chad
10 Burgess here for the Plaintiff. I'd be happy
11 to go over briefly the facts.

12 **THE COURT:** Sure.

13 **MR. BURGESS:** Your Honor, this is a foreclosure
14 action brought by Wells Fargo Bank against
15 Gwendolyn Ladson back in 2015. Your Honor, an
16 order granting the plaintiff's motion for
17 summary judgement in the action presented back
18 in June 22nd, 2015. Subsequent to that order,
19 a foreclosure sale was held I believe on July
20 the 5th, 2016 at which time Mr. Stewart Arnold,
21 Mr. Jordan's client, was the successful bidder
22 at the sale. The certificate billed was
23 \$5,001. Your Honor, the origination of the
24 foreclosure -- this was a second-lien
25 foreclosure. And the reason we're here today,



1 Your Honor, is that the foreclosure order that
2 was entered back on June 22nd, 2015 contained
3 an error, and frankly, our office basically
4 came before this Court and fell on the sword
5 regarding Paragraphs 11 and 19-C.
6 Specifically, 19-C although Wells Fargo, the
7 Plaintiff, in the action was not a defendant,
8 Paragraph 19-C -- and I'll note there is no
9 Paragraph 19-A or B -- indicates that Wells
10 Fargo was a defendant in this action, which is,
11 of course, not true, it's never been alleged,
12 and indicates that the first mortgage held by
13 Wells Fargo was paid but not satisfied and that
14 it should be removed as a lien on the property.
15 Essentially, Mr. Arnold asserts that he looked
16 at the foreclosure order and came to the
17 conclusion that this was a first-lien
18 foreclosure even though in Paragraph 11 of the
19 foreclosure order -- again, the order clearly
20 states that it's a second lien. Your Honor, we
21 have hearing on the Plaintiff's motion for a
22 refund Rule 60(b), which basically proceeds to
23 remove Paragraph 19-C as a part of the
24 foreclosure order. It was never intended to be
25 there. Basically, this was an error, Your



1 Honor, our firm did not catch when we submitted
2 the order to this Court. There's been no
3 allegation that -- or any evidence before the
4 Court, that the Wells Fargo first lien has been
5 paid but not satisfied or that Wells Fargo was
6 a Defendant in the action. Essentially, that's
7 what the Plaintiff's motion for relief was
8 filed to reconcile. Your Honor, on May 8th of
9 this year you entered an order denying the
10 plaintiff's motion for relief, and I note that
11 in Paragraph 10 of that order -- or that --
12 excuse me, Paragraph 8 of that order, it
13 indicates that based on Mr. Arnold's assertion
14 that he reviewed the judgement, the Notice of
15 Sale and records from the foreclosure before
16 the sale that he was, in fact, a bonafide
17 purchaser forgotten without notice of any lien
18 or defects, specifically without notice to that
19 Wells Fargo lien. And then further on, in
20 Paragraph 11 of that same order it indicates
21 that the matter of liberty and enforceability
22 of Wells Fargo's first lien is not before this
23 Court in this action. There's a 2016 action
24 subsequent to the sale where Mr. Arnold was a
25 successful bidder, Wells Fargo brought a suit



1 to enforce their first lien mortgage. And I
2 believe currently there is approximately
3 \$30,000 owed on that first-lien mortgage. I
4 don't have the specific figures on that.
5 Charlie Nguyen represents Wells Fargo in that
6 -- in that action. And so, Your Honor, what
7 we're seeking to do today is just respectfully
8 come before this Court to request that the
9 order entered on May the 8th be altered or
10 amended to, in effect, give the Plaintiff the
11 relief they have requested. And this is based
12 on the fact that there is no evidence before
13 the Court to base a denial of relief with
14 respect to 19-C. There's never been an
15 allegation before this Court or any ---

16 **THE COURT:** 19-C in the order you're talking
17 about ---

18 **MR. BURGESS:** Of the ---

19 **THE COURT:** --- the foreclosure agreement?

20 **MR. BURGESS:** --- foreclosure, yes, sir.

21 **THE COURT:** Which, typically, your firm would draft
22 and I would review it and sign it.

23 **MR. BURGESS:** Yes, sir.

24 **THE COURT:** And -- all right. Please proceed. I
25 want the record to be clear on that. Go ahead.



1 **MR. BURGESS:** Okay. I completely agree, Your Honor,
2 this -- that is the paragraph that is at issue
3 that clearly our office is falling on the sword
4 and saying that that was our error for putting
5 it before the Court. Obviously, we weren't
6 saying that Wells Fargo was the Defendant in
7 this action ---

8 **THE COURT:** Sure.

9 **MR. BURGESS:** --- and it was a clear error on the
10 State's. And, Your Honor, basically, with the
11 inconsistencies contained in the foreclosure
12 order ---

13 **THE COURT:** Yes, sir.

14 **MR. BURGESS:** --- what we're saying is that as a
15 matter of law Mr. Arnold couldn't be a bonafide
16 person of value without notice of the prior
17 lien because the order itself actually says,
18 Second-lien position, at best giving Mr. Arnold
19 all the benefits, all the -- most favorable to
20 hisself, to him. You would see a discrepancy
21 that would need further investigation. And,
22 Your Honor, we do have a case that is
23 essentially directly on the point, it's the
24 case of Poco-Grande Investments v. C&S Family
25 Credit. It's a 1990 Court of Appeals case.



1 Essentially, what happened in POCO-Grande was
2 you have a successful foreclosure purchaser.
3 They purchased based on the Notice of Sale that
4 admitted that there was a senior lien out there
5 and stated that the amount of the senior lien
6 was \$2,000. It turns out subsequently that the
7 senior lien was actually \$12,000, and the Court
8 of Appeals essentially reasoned that because
9 this was in the Notice of Sale, this is an arms
10 length relationship between the parties, there
11 was no right of the foreclosure bidder to rely
12 on the information in the Notice of Sale
13 related to the first-lien payoff. And that's
14 essentially what we have here at best. As I
15 said, Mr. Arnold had -- was on notice.
16 Clearly, in the foreclosure order, there were
17 two different statements, one stating that this
18 is a second-lien foreclosure and another
19 stating that a party who's not a defendant, is
20 actually a defendant if that lien hasn't been
21 paid or satisfied. And what Mr. Arnold did
22 was, he used a bit of mental Judo to say that,
23 okay, since it says second-lien position, that,
24 but that first lien has been paid off and now
25 it's a first-lien position and I get away free



1 and clear. And, Your Honor, I note that that
2 \$5,000 bid that he won is as if -- is as if it.
3 is a second lien, that's what it's consistent
4 with. It -- very rarely would you see a \$5,000
5 third-party bid for a first lien. And Mr.
6 Arnold being a sophisticated bidder would
7 understand that very fact. So ---

8 **THE COURT:** Let me ask you -- I'm sorry.

9 **MR. BURGESS:** --- he has a duty to at least further
10 inquire as to the status of that first lien,
11 either with our office, with Wells Fargo
12 directly, and that's essentially what
13 POCO-GRANDE stands for, the proposition that
14 when you're outside looking in and you're
15 bidding in a foreclosure sale, you have the
16 duty to further inquire to protect your rights.
17 And this order was in place long before the
18 sale, it was the order that the sale was based
19 on. Admittedly, from Mr. Arnold, he reviewed
20 the order and did so before he made his bid.
21 So, Your Honor, it's our contention that that
22 eliminates notice and that this discrepancy in
23 the -- both the foreclosure order and the order
24 denying the Plaintiff's relief as to whether or
25 not Mr. Arnold is a good-faith purchaser of the



1 value without notice does have impact on that
2 other case. I don't think Paragraph 8 and
3 Paragraph 11 of the order denying relief can be
4 reconciled, because if Mr. Arnold is a good-
5 faith purchaser of the value, he's gonna take
6 the windfall of getting in first-lien position
7 with the \$5,000 bid. I understand Mr. Arnold's
8 contention is, he's put \$64,000 into this
9 property, subsequent to his bid. And, Your
10 Honor, I will point out that even with the
11 \$64,000 that he's made in repairs, the \$5,000
12 bid, and even if he were subject to that first
13 lien and he fully paid off Wells Fargo as to
14 that first lien, he -- though, he wouldn't be
15 getting the windfall that he seems to be
16 seeking in this -- in this case, he would still
17 be getting a good deal. Presumably, that
18 \$64,000 that he's put into the property is
19 gonna garner him a return on his investment.
20 And, Your Honor, what we're seeking to do is
21 simply to correct the error that admittedly our
22 office made.

23 **THE COURT:** Now, let me ask you, what does the
24 Complaint say about that satisfied mortgage --
25 or, you know, does the Complaint mention that



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1 as well?

2 **MR. BURGESS:** It mentions -- it does not allege that
3 the mortgage has been satisfied. It clearly
4 mentions that the mortgage is out there and
5 that this foreclosure is a second-lien
6 foreclosure. It makes the same allegation as
7 Paragraph 11 of the foreclosure order, which
8 that this mortgage constitutes a first lien.

9 **THE COURT:** All right.

10 **MR. BURGESS:** Or excuse me, a second lien.

11 **THE COURT:** All right.

12 **MR. BURGESS:** And I ---

13 **THE COURT:** Show me in the Complaint where they
14 mention that.

15 **MR. BURGESS:** Yes, sir, I can do that.

16 **THE COURT:** All right.

17 **MR. BURGESS:** That would be in the -- on Page 4 in
18 -- of the wherefore in the request for relief
19 ---

20 **THE COURT:** Okay.

21 **MR. BURGESS:** --- where -- in Paragraph C where it
22 says Plaintiff's mortgage be declared a valid
23 second lien and the Plaintiff had judgement of
24 the foreclosure. Also, I believe there
25 actually may be...



1 **THE COURT:** Now, I'm looking for the part that says
2 the first mortgage had been paid and satisfied
3 but not on record. Do you -- is that -- was
4 that in the Complaint or is that in this?

5 **MR. BURGESS:** That is not in the Complaint, Your
6 Honor.

7 **THE COURT:** There is ---

8 **MR. BURGESS:** There is -- there has been no
9 allegation and no evidence put forth by any
10 party that that Wells Fargo lien was paid but
11 not satisfied. That paragraph was a merging
12 issue from our firm, and frankly, that's what
13 we've come before the Court to assert that
14 we're falling on the sword. That was clearly
15 Brock & Scott's error.

16 **THE COURT:** Okay.

17 **MR. BURGESS:** When Caroline Glenn reviewed the order
18 granting the Plaintiff summary judgement, she
19 missed that paragraph.

20 **THE COURT:** Okay.

21 **MR. BURGESS:** And you can see in Paragraph 19 that
22 19-A and B don't exist. What happened is, they
23 merged it in basically as an additional
24 paragraph.

25 **THE COURT:** All right. Well, I know -- I think



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1 we've said this before at the previous hearing,
2 even if your firm made the mistake, once I
3 signed the order, it became my mistake and --
4 because, of course, your -- as we do. Now, if
5 we went back to the old way where the judge
6 ruled all the orders, it'd slow things down by,
7 you know, for months and months and months.
8 But anyhow, Mr. Jordan, I'll let you respond I
9 guess is the best way to ...

10 **MR. JORDAN:** Your Honor, the main thing -- the main
11 thing that I want to supplement on the facts is
12 that Mr. Arnold, of course, did not come into
13 the picture in this case until he actually bid
14 at the sale and then he received a deed from,
15 Your Honor, after the sale and after he
16 complied with the bid and then he started
17 working on the house. He -- there was evidence
18 at the -- at the last hearing that he had put
19 in some \$64,000 in this house by that time. I
20 think the number is higher today. And the
21 situation is that -- you know, and Mr. Burgess
22 made -- has made a big deal out of the fact
23 that Wells Fargo is not named as a Defendant in
24 this case and frankly I've done a lot of
25 foreclosures in my life and I -- if I were a



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1 Plaintiff named Wells Fargo, I would not be
2 naming myself as a Defendant in a case. So
3 Wells Fargo is bound by this case
4 notwithstanding the fact that the -- that the
5 judgement -- or the mortgage that Wells Fargo
6 Bank, the first mortgage, was not identified in
7 the Complaint and Wells Fargo was not
8 identified as holding a first mortgage in the
9 Complaint.

10 **THE COURT:** Now, was the first mortgage a purchase-
11 money mortgage.

12 **MR. JORDAN:** I have no idea but I do believe that it
13 was. I think the Ladsons were the -- who are
14 the Defendants in this case, were the -- were
15 the mortgagors in that particular case.

16 **THE COURT:** Okay. But I think -- well, I want to
17 make one point. Isn't -- I mean there's no
18 requirement in South Carolina that you join a
19 senior lien nor does it require you to
20 foreclose.

21 **MR. JORDAN:** No. There's no reason whatsoever.
22 It's kind of typical when there's a -- when
23 there's a lien of record that you -- that you
24 know or believe is going to pay -- has been
25 paid off but still remains on record to name



1 that particular party and have the Court rule
2 in that as the fact a lien that should be no
3 longer a lien on this property. That's kind of
4 a normal -- a normal procedure. But what we
5 have here in this case is Wells Fargo, you
6 know, needs a number of what Wells Fargo knows,
7 and Wells Fargo knows that it apparently in
8 hindsight that it has a first mortgage. But
9 instead of coming forth to the Court and saying
10 we've got a sale that's gonna be subject to a
11 first mortgage, they say just the opposite,
12 that their first mortgage has not only been
13 paid off but by this order should be marked
14 canceled. And that was -- that was the
15 decision in the case. It's not just like Ms.
16 Glenn missed the language in the judgement when
17 she reviewed the judgement. The same language
18 is in the record on hearings, also prepared by
19 the same law firm. And it -- and again, Wells
20 Fargo -- whatever the attorney for Wells Fargo
21 knows or believes or informs the Court or
22 misleads the Court, however you want to say it,
23 you know, that's impunity to Wells Fargo.

24 **THE COURT:** Okay. Now ---

25 **MR. JORDAN:** And Wells Fargo in this particular case



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1 obviously holds both of the mortgages. And,
2 Judge, what we've got here is a -- is a
3 situation that Wells Fargo through its
4 attorney's error, not only added a paragraph in
5 the record on hearing that probably shouldn't
6 have been there, added a paragraph in the
7 judgement that probably shouldn't have been
8 there, did not mention the subject to a senior
9 mortgage in the Notice of Sale but I would also
10 point out that the judgement itself -- I'm
11 looking at the record on hearing. Let me find
12 the judgement hearing. The judgement itself in
13 two other places makes a reference, I think, to
14 support the Court to be aware of it. It says
15 in the -- on order portion of the judgement,
16 the sales can only be subject to taxes and
17 assessments, existing easements and
18 restrictions of record and any other senior
19 encumber, those that are identified in the
20 mortgage or anything like that. And then it
21 goes to the part of Paragraph 9 of the order
22 portion says that it's further ordered a judge
23 had agreed that each defendant named herein and
24 all persons whomsoever claiming under him, that
25 would be persons claiming under the Ladsons, be



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1 forever barred and foreclosed with all the
2 right -- the title, interest and equity
3 (unintelligible) there of. And again, there's
4 no reference in this -- in this judgement
5 whatsoever to the senior mortgagor Wells Fargo
6 other than the Paragraph 19-C, which says it is
7 going to be marked satisfied, so I ---

8 **THE COURT:** Well, now, as you know, Mr. Jordan and
9 Mr. Burgess, that Rule 71 of the South Carolina
10 Rules of Civil Procedure requires that there be
11 a record of hearing in foreclosures, and as a
12 practical matter we don't -- normally don't
13 have a court reporter here at the -- at the
14 default hearings. Now, the Ladsons -- did the
15 Ladsons file an Answer in this case, or was it
16 a default matter?

17 **MR. JORDAN:** Yeah, the Ladsons ---

18 **MR. BURGESS:** Yeah, they filed an answer.

19 **THE COURT:** They did file an Answer, okay.

20 **MR. BURGESS:** And, Your Honor ---

21 **THE COURT:** And -- and ---

22 **MR. BURGESS:** --- we'll point out that Paragraph ---

23 **THE COURT:** Well, let me -- let me ---

24 **MR. BURGESS:** --- 17 in the Complaint actually names
25 that first mortgage and says, We're foreclosing



1 subject to that mortgage, and that's the
2 original Complaint.

3 **THE COURT:** Okay.

4 **MR. JORDAN:** And, Your Honor, you know, I've been
5 doing this a long time, and I've checked a heck
6 of a lot of titles, and in checking a title,
7 there is absolutely no reason a title
8 abstractor or anybody else interested in
9 checking the property title is going to look at
10 a Complaint. They look at the judgement and
11 the judgement says what it says. They'll read
12 the judgement, if it coincides with what the
13 Notice of Sale says, why in the world would you
14 look any further. That's not the -- that's not
15 logical. And what the Complaint says obviously
16 was not followed through with by the Plaintiff
17 in this case, and again, you know, the
18 Plaintiff in this case may very well have come
19 up with some information after the Complaint
20 was filed and their lien was no longer junior
21 to this other mortgage and there -- and again,
22 both mortgages are held by Wells Fargo. And I
23 point out in the case that Mr. Burgess cited,
24 the Poco-Grande Investments case, which I've
25 never read, I just received this brief this



1 morning, the Poco-Grande case is certainly not
2 factually the same as this case, but it talks
3 about a senior lien, the debt owed to a senior
4 lien, being erroneous in the business of sale.
5 I would -- I would submit to the Court that if
6 Wells Fargo Bank -- and put that the first
7 mortgage lien had a balance of \$30,000 in the
8 Notice of Sale, it would be bound by it because
9 Wells Fargo is the Plaintiff in the case and
10 Wells Fargo holds this mortgage and they're
11 subject two. So and that -- and the
12 Poco-Grande, they -- obviously we got two
13 different mortgagees, which would be the case
14 of 99.9 percent of the cases. So we got -- we
15 got a scenario here that the first mortgage --
16 and, you know, they -- they're -- they now have
17 a separate law firm representing them, but
18 their lawyers are the lawyers that represented
19 the second mortgagee as well, and what's in
20 there is what's in there. And, you know, my
21 client did due diligence. In my opinion he did
22 more due diligence than your average purchaser
23 and foreclosure saler did, but at the end of
24 the day he found nothing that indicated to him
25 that this property was being sold subject to



1 another mortgage, a first mortgage that he
2 didn't know anything about. He didn't know a
3 thing about it until he got served with the
4 foreclosure suit.

5 **THE COURT:** Okay.

6 **MR. JORDAN:** So, Judge, if ---

7 **THE COURT:** Well, let me interpret again. I'm
8 sorry. I wanted to make certain points.
9 Notice of Sale in this county, I don't ever
10 sign Notices of Sale and the Record of Hearing,
11 I don't sign those either; however, Mr.
12 Burgess, is it correct that your Record of
13 Hearing contained the language indicating that
14 the first mortgage had been -- had been paid
15 and satisfied of record?

16 **MR. BURGESS:** Your Honor, I believe that it contains
17 both paragraphs that this is a second-lien
18 foreclosure, Paragraph 11 of the order and it
19 also contains the erroneous language. Again,
20 these are virtually the same documents. They
21 would say -- they would be virtually identical.
22 Again, Paragraph 11 is what gives Mr. Arnold's
23 notice, it says, Second lien on its face. It
24 doesn't get much more ---

25 **THE COURT:** Of the -- of the ---



1 MR. BURGESS: --- laymen.

2 THE COURT: --- record or the -- or the Complaint?

3 MR. BURGESS: Of the order itself.

4 THE COURT: The order -- oh, the order, yeah.

5 MR. BURGESS: And that both state, This is a
6 second-lien foreclosure.

7 THE COURT: Okay.

8 MR. JORDAN: And to be clear, what it states at
9 Paragraph 19-C in the Record on Hearing, it's
10 Paragraph just A, but it's the same -- identity
11 order.

12 MR. BURGESS: Uh-huh.

13 THE COURT: Yeah. You know, we Judges try to
14 remember cases where we got reversed so we
15 won't make the same mistake again unless the
16 personnel in Court changes the people, that's
17 the same thing I do. But our -- many years ago
18 I got reversed because I made a ruling that let
19 somebody change their pleadings because in the
20 -- in the -- I think it was the Court of
21 Appeals ultimately, but I don't remember which,
22 said that you're bound by your plea, you're
23 bound by what you put in there. And obviously
24 the order is my mistake, if I sign an order
25 that had incorrect information in it, but the



1 Record of Hearing is also. I don't sign that.
2 But if the Record of Hearing prepared by the
3 law firm, as well as the proposed order
4 prepared by the law firm has the same language
5 in it, I don't see how I could -- I can change
6 that. You know, because, again, the parties
7 are bound by what they put in their pleadings.
8 Now, the Complaint doesn't say that. That's
9 why I asked that question, but the Complaint
10 said that the Plaintiff doesn't. But anyhow
11 let me -- let me let you go ahead then. What
12 were you -- I was still -- or go ahead,
13 Mr. Burgess.

14 **MR. BURGESS:** Your Honor, I agree 100 percent, but
15 at best adding these two paragraphs up you have
16 an inconsistency that's irreconcilable when it
17 comes to Notice. He has the second-lien
18 language, he has the paid but not satisfied
19 language. If this were a first lien and the --
20 that other lien that Wells Fargo was intended
21 to be wiped off, and this is -- this is another
22 Judo that Mr. Arnold says he did in doing his
23 due diligence, that he read the second lien
24 paragraph and then he read 19-C and said, Well,
25 now it's a first lien. If -- both of those



1 can't be true at the same time based on what
2 was alleged in the Complaint. So that's what
3 we're asking for, Your Honor, so that those two
4 competing paragraphs be reconciled with what
5 the evidence actually shows. And there is no
6 evidence put forth that that first lien was
7 paid but not satisfied. Like you said, at best
8 what this would do -- and if Your Honor wanted
9 to save ruling on whether or not Mr. Arnold was
10 a good-faith purchaser without notice, but
11 until that -- until that second trial comes up
12 that I believe would for the purposes of this
13 order make sense, but the order of Plaintiff's
14 Relief says that there is no notice here when
15 clearly you have a paragraph that would say
16 that this is a first lien if it's also alleging
17 that that first lien was paid but not
18 satisfied. Again, the language is
19 inconsistent. That's what Rule 60(b) is all
20 about. That's what we're coming before the
21 Court to do is to correct that order, to
22 basically fall on the sword.

23 **THE COURT:** Well, the complication, though, is that
24 Mr. Jordan's client paid money at the judicial
25 sale, is now the owner of the property and,



1 according to Mr. Jordan and his client, paid
2 money to kind of fix up the property. He paid
3 -- said he paid over \$60,000 ---

4 **MR. JORDAN:** Yeah.

5 **THE COURT:** --- to get it -- get it fit to sell --
6 for sale, and then now he finds himself being
7 sued. Who's the Plaintiff in the case against
8 your client, the foreclosure?

9 **MR. JORDAN:** Wells Fargo.

10 **THE COURT:** Wells Fargo is suing him?

11 **MR. JORDAN:** Yeah.

12 **THE COURT:** Okay. Because, you know -- and he's --
13 and he's a third party -- I guess he was on
14 notice that the law firm made a mistake, right?
15 I mean, I think ---

16 **MR. BURGESS:** That's correct, Your Honor. That
17 second lien is incompatible with the subsequent
18 language of the lien that says, Payment not
19 satisfied. Those two just cannot be true at
20 the same time.

21 **THE COURT:** But wouldn't Mr. Jordan's client be
22 prejudiced by an order post-judgement now, post
23 -- not only post-judgement, post-judicial sale,
24 post him recorded -- I assume he recorded his
25 deed. I don't know if it was -- you know,



1 after all that's over with, you come to him and
2 say, well, you're responsible for a senior lien
3 that you should have known was there, and we
4 find documents prepared by a law firm with
5 incorrect information and -- and he didn't do
6 a full-blown title search, though, did he,
7 Mr. Jordan?

8 **MR. JORDAN:** Oh, no. He didn't get a lawyer or any
9 -- he came to the courthouse himself and
10 checked -- and checked the, you know,
11 judgement.

12 **THE COURT:** Yeah. And what was on the record was
13 what he relied on?

14 **MR. JORDAN:** Yeah.

15 **THE COURT:** Okay.

16 **MR. JORDAN:** Your Honor, you know, what we have here
17 is I guess a balancing situation. We got --
18 you know, we're alleging a mistake by the
19 Plaintiff's counsel. They're alleging a
20 mistake by my client, okay. Who should -- who
21 should be the responsible party to stand good
22 for this mistake? My client is the innocent
23 purchaser and they are the ones that admittedly
24 made the mistake.

25 **THE COURT:** Did your client file an Answer to the



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1 new lawsuit, the one by Wells Fargo?

2 **MR. JORDAN:** Yes, sir. We have filed a motion.
3 That should have been -- and we're just kind of
4 on hold waiting for this.

5 **THE COURT:** Okay. Yeah. We -- because I guess that
6 will be the contested docket if it goes ---

7 **MR. JORDAN:** I feel sure that -- well, you know, at
8 some point in time we'll either have a summary
9 judgement motion or we'll have a full blown
10 trial.

11 **THE COURT:** All right. Now, Mr. Burgess has your
12 client considered maybe giving Mr. Jordan's
13 client some of his money back or if we can
14 reach some kind of compromise? If he -- he put
15 over \$60,000 into the house.

16 **MR. BURGESS:** Well, I believe, certainly our client
17 may be open to comprise regarding the balance
18 due on the first mortgage.

19 **THE COURT:** In the other case you're talking about,
20 not this case?

21 **MR. BURGESS:** Correct. And even with this case.

22 **THE COURT:** Yeah.

23 **MR. BURGESS:** The issue is I believe that, you know,
24 having put \$5,000 into it, he's gonna get a
25 return on his investment for the 64,000, or



1 whatever else he puts in, he's gonna garner a
2 return for that, even if it is subject to the
3 first mortgage. It just may not be the
4 windfall that he expected in the face of this
5 order that says second lien but inadvertently
6 contains that ---

7 **THE COURT:** Okay.

8 **MR. BURGESS:** --- other language.

9 **THE COURT:** All right.

10 **MR. BURGESS:** But certainly, we -- I don't take any
11 options off the table with respect to a
12 resolution.

13 **THE COURT:** Okay. Anything further?

14 **MR. JORDAN:** Nothing further.

15 **THE COURT:** Okay. Mr. Burgess, your motion to alter
16 or amend judgement is denied. Mr. Jordan, if
17 you'll submit a brief, non argumentative order
18 to that effect?

19 **MR. JORDAN:** Yes, sir.

20 **THE COURT:** And then we'll see you again on the
21 other case. That's gonna be a twister as well,
22 so. All right. Anything further today?

23 **MR. BURGESS:** Nothing further, Your Honor.

24 **MR. JORDAN:** Thank you, Judge.

25 **THE COURT:** All right. Thank you.



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(There being nothing further, the hearing concluded
at 10:07 a.m.)




CERTIFICATE

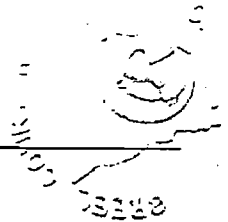
This is to certify that the within hearing consisting of twenty eight (28) pages, is a true and correct transcript of the testimony given by said witnesses after being duly sworn; said hearing was reported by the method of Stenotype with Backup.

I further certify that I am neither employed by nor related to any of the parties in this matter or their counsel; nor do I have any interest, financial or otherwise, in the outcome of same.

IN WITNESS WHEREOF I have hereunto set my hand and seal on August 15, 2017.



Roderick S. Fitzgerald
Court Reporter



Notary Public for South Carolina
My Commission Expires: May 12, 2020



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