

THE STATE OF SOUTH CAROLINA
in the Court of Appeals

APPEAL FROM CHARLESTON COUNTY

MASTER-IN-EQUITY LAW COURT

Mikell R. Scarborough, Master-In-Equity Law Judge

RECEIVED

JUL 06 2018

SC Court of Appeals

Case No. 2016-001201

Allen Livingston,.....Respondent,

v.

Harold Simmons Jr.,.....Appellant.

AMMEND OF COMPLAINT

AFFIDAVIT OF DEFAULT

NOTICE OF DEFAULT JUDGMENT

SATISFACTION OPF JUDGMENT

Harold Simmons Jr., Pro Se
3042 North Carolina Ave
North Charleston, SC 29405
(843) 480-8694
Attorney for Appellant

Bruce A. Berlinsky, P.A.
One Carriage Lane Bldg. F
Charleston, SC 29407
(843) 852-2202
Attorney for Respondent

THE STATE OF SOUTH CAROLINA

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AMMEND OF COMPLAINT

To the Court and to the Respondent(s):

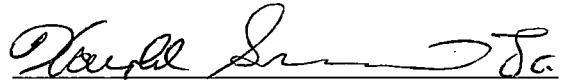
Since filing the original Complaint against the Respondent(s), I have become aware of certain facts that existed at the time of the original filing but which were not known to me. As a result I now wish to amend the original Complaint and Record on Appeal to include the following facts, allegations and issues as follows:

1. Court Transcripts dated: December 17, 2014

I request the Court include these allegations and issues in my action against the Respondent(s) and to provide a copy of this Amended Complaint to the Respondent(s).

As a result of this Amended Complaint, I request the Court grant to me a judgment against the Respondent(s) in the amount of \$600, 000 plus costs.

Respectfully submitted,



Harold Simmons Jr., Pro Se
3042 North Carolina Ave
North Charleston, SC 29405
(843) 480-8694
Attorney for Appellant

January 3, 2018

THE STATE OF SOUTH CAROLINA

in the Court of Appeals

APPEAL FROM CHARLESTON COUNTY

MASTER-IN-EQUITY LAW COURT

Mikell R. Scarborough, Master-In-Equity Law Judge

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Case No. 2016-001201

Allen Livingston,.....Respondent,

v.

Harold Simmons Jr.,.....Appellant.

AFFIDAVIT OF DEFAULT

Appellant, Error! Reference source not found., appearing before me, who being duly sworn, states that a summons and complaint in this action were served on the Respondent, Allen Livingston, on January 17, 2017 which required that defendant answer or appear within thirty

(30) days from the date of service; that defendant failed to appear or answer as required and is now in default.

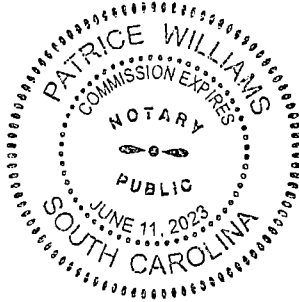
Sworn to before me this)

5th day of July, 2018)

Patrice Williams)
Magistrate or Notary Public for South Carolina)

Appellant (or his attorney)

My Commission expires 6/11/23)



Respectfully submitted,

Harold Simmons Jr.

Harold Simmons Jr., Pro Se
3042 North Carolina Ave
North Charleston, SC 29405
(843) 480-8694
Attorney for Appellant

January 3, 2018

RECEIVED

JUL 06 2018

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
in the Court of Appeals

APPEAL FROM CHARLESTON COUNTY

MASTER-IN-EQUITY LAW COURT

Mikell R. Scarborough, Master-In-Equity Law Judge

Case No. 2016-001201

Allen Livingston,.....Respondent,

v.

Harold Simmons Jr.,.....Appellant.

NOTICE OF DEFAULT JUDGEMENT

IT APPEARING FROM the affidavit of default in the above-entitled action that you were duly served with the Brief of Appellant on the 17 day of January, 2017; and that you were required to answer or appear on or before thirty (30) days from the date of service, and not having answered or appeared you are now in default.

IT FURTHER APPEARING:

The damages sought herein are unliquidated; that the Appellant Harold Simmons Jr. itemized the claimed account and appended thereto an affidavit that the account is true and correct and no part has been paid and a copy of the account and affidavit was served with the summons of Counterclaim. Therefore, IT IS ORDERED the Appellant have judgment against the Respondent in the sum of \$600,000. And all actions of Masters in Equity Court to be dismissed.

Dated: _____

Ordered by: _____

THE STATE OF SOUTH CAROLINA
in the Court of Appeals

APPEAL FROM CHARLESTON COUNTY

MASTER-IN-EQUITY LAW COURT

Mikell R. Scarborough, Master-In-Equity Law Judge

RECEIVED

JUL 06 2018

SC Court of Appeals

Case No. 2016-001201

Allen Livingston,.....Respondent,

v.

Harold Simmons Jr.,.....Appellant.

SATISFACTION OF JUDGEMENT

TO THE SOUTH CAROLINA COURT OF APPEALS:

Payment having been made, you are authorized and directed to enter, and I acknowledge,
full satisfaction of the judgment in the above action.

Clerk of Court Docket Number (If recorded) Case No. 2016-001201



Harold Simmons Jr., Pro Se
3042 North Carolina Ave
North Charleston, SC 29405
(843) 480-8694
Attorney for Appellant

January 3, 2018

THE STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

ALLEN LIVINGSTON)

Plaintiff,)

-versus-)

HAROLD SIMMONS JR.)

Defendant.)

IN THE COURT OF COMMON PLEAS
Cause No. 2014 CP 10 1635

RECEIVED

JUL 06 2018

SC Court of Appeals

ANSWER
(Jury Trial Requested)

FILED
2014 APR 24 PM 2:23
JULIE J. ARMSTRONG
CLERK OF COURT

Defendant, Harold Simmons Jr. answer the respective numbered paragraphs of the
Plaintiff's Complaint dated March 10, 2014, thus:

FIRST DEFENSE: QUALIFIED GENERAL DENIAL

1. Defendant lack sufficient information regarding the reason(s) plaintiff has or has not received any form of payment and has valid legal grounds for foreclosure, and therefore must deny the same demanding strict proof thereof. (See Exhibit C: Defendant Valid Authentic Receipt of Payments)
2. Defendant admit, upon information and belief, the 2nd statement of plaintiff complaint, and crave reference to said valid authentic Lease to Buy Agreement only and demanding strict proof thereof valid authenticity. (See Exhibit A: Defendant Valid Authentic Lease to Buy Agreement)
3. Defendant admit, upon information and belief, the 3rd statement of plaintiff complaint, and crave reference to said order. (See Exhibit B: Defendant Valid Authentic Court Order)

Court Received
Mail Certified
6-4-2014

THE STATE OF SOUTH CAROLINA)
:)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
Cause No. 2014 CP 10 1635

ALLEN LIVINGSTON)
:)
Plaintiff,)
:)
-versus-)
:)
HAROLD SIMMONS JR.)
:)
Defendant.)

COUNTERCLAIM
(Jury Trial Requested)

FILED
2014 JUN 12 AM 10:27
JULIE J. ARMSTRONG
CLERK OF COURT
BY

Defendant, Harold Simmons Jr. states he has a claim against the plaintiff in the amount of \$600,000.

The counterclaim arose out of the same transaction or occurrence as the plaintiff's claim as a result of the following events:

FACTUAL AND PROCEDURAL BACKGROUND

This instant motion arises from a foreclosure case. The Defendant, Harold Simmons Jr. came into a Lease to Buy Agreement with Plaintiff for property located at 3042 N. Carolina Ave, North Charleston, SC 29405, as evidenced by a copy of said Agreement attached hereto as Exhibit "A" and incorporated by reference. The Plaintiff, Allen Livingston has consistently filed and pursued the defendant on several frivolous claims, not showing good faith, no legitimate justification for any actions, constant violation of the statute of frauds, slander, and for no other purpose but to embarrass, delay, or burden the Defendant. The actions filed by the Plaintiff are malicious and have indicated that the actions are being brought merely as a means of harassment.

Court Received
Mail Certified
6-4-2014

June 12 2014
Received Call From Clerk
of Court Miss Trusee stating
Defendant Need to come in
And Sign Cover sheet.

Livingston vs Simmons

Original Amortization Schedule

\$125,000.00 at \$500.00 per month at 0.00% interest

	Payment Date	Payment Amount	Cumulative Principal	Ending Balance
1	6/15/2000	\$500.00	\$500.00	\$124,500.00
2	7/15/2000	\$500.00	\$1,000.00	\$124,000.00
3	8/15/2000	\$500.00	\$1,500.00	\$123,500.00
4	9/15/2000	\$500.00	\$2,000.00	\$123,000.00
5	10/15/2000	\$500.00	\$2,500.00	\$122,500.00
6	11/15/2000	\$500.00	\$3,000.00	\$122,000.00
7	12/15/2000	\$500.00	\$3,500.00	\$121,500.00
8	1/15/2001	\$500.00	\$4,000.00	\$121,000.00
9	2/15/2001	\$500.00	\$4,500.00	\$120,500.00
10	3/15/2001	\$500.00	\$5,000.00	\$120,000.00
11	4/15/2001	\$500.00	\$5,500.00	\$119,500.00
12	5/15/2001	\$500.00	\$6,000.00	\$119,000.00
13	6/15/2001	\$500.00	\$6,500.00	\$118,500.00
14	7/15/2001	\$500.00	\$7,000.00	\$118,000.00
15	8/15/2001	\$500.00	\$7,500.00	\$117,500.00
15	9/15/2001	\$500.00	\$8,000.00	\$117,000.00
17	10/15/2001	\$500.00	\$8,500.00	\$116,500.00
18	11/15/2001	\$500.00	\$9,000.00	\$116,000.00
19	12/15/2001	\$500.00	\$9,500.00	\$115,500.00
20	1/15/2002	\$500.00	\$10,000.00	\$115,000.00
21	2/15/2002	\$500.00	\$10,500.00	\$114,500.00
22	3/15/2002	\$500.00	\$11,000.00	\$114,000.00
23	4/15/2002	\$500.00	\$11,500.00	\$113,500.00
24	5/15/2002	\$500.00	\$12,000.00	\$113,000.00
25	6/15/2002	\$500.00	\$12,500.00	\$112,500.00
26	7/15/2002	\$500.00	\$13,000.00	\$112,000.00
27	8/15/2002	\$500.00	\$13,500.00	\$111,500.00

	Payment Date	Payment Amount	Cumulative Principal	Ending Balance
28	9/15/2002	\$500.00	\$14,000.00	\$111,000.00
29	10/15/2002	\$500.00	\$14,500.00	\$110,500.00
30	11/15/2002	\$500.00	\$15,000.00	\$110,000.00
31	12/15/2002	\$500.00	\$15,500.00	\$109,500.00
32	1/15/2003	\$500.00	\$16,000.00	\$109,000.00
33	2/15/2003	\$500.00	\$16,500.00	\$108,500.00
34	3/15/2003	\$500.00	\$17,000.00	\$108,000.00
35	4/15/2003	\$500.00	\$17,500.00	\$107,500.00
36	5/15/2003	\$500.00	\$18,000.00	\$107,000.00
37	6/15/2003	\$500.00	\$18,500.00	\$106,500.00
38	7/15/2003	\$500.00	\$19,000.00	\$106,000.00
39	8/15/2003	\$500.00	\$19,500.00	\$105,500.00
40	9/15/2003	\$500.00	\$20,000.00	\$105,000.00
41	10/15/2003	\$500.00	\$20,500.00	\$104,500.00
42	11/15/2003	\$500.00	\$21,000.00	\$104,000.00
43	12/15/2003	\$500.00	\$21,500.00	\$103,500.00
44	1/15/2004	\$500.00	\$22,000.00	\$103,000.00
45	2/15/2004	\$500.00	\$22,500.00	\$102,500.00
46	3/15/2004	\$500.00	\$23,000.00	\$102,000.00
47	4/15/2004	\$500.00	\$23,500.00	\$101,500.00
48	5/15/2004	\$500.00	\$24,000.00	\$101,000.00
49	6/15/2004	\$500.00	\$24,500.00	\$100,500.00
50	7/15/2004	\$500.00	\$25,000.00	\$100,000.00
51	8/15/2004	\$500.00	\$25,500.00	\$99,500.00
52	9/15/2004	\$500.00	\$26,000.00	\$99,000.00
53	10/15/2004	\$500.00	\$26,500.00	\$98,500.00
54	11/15/2004	\$500.00	\$27,000.00	\$98,000.00
55	12/15/2004	\$500.00	\$27,500.00	\$97,500.00
56	1/15/2005	\$500.00	\$28,000.00	\$97,000.00
57	2/15/2005	\$500.00	\$28,500.00	\$96,500.00
58	3/15/2005	\$500.00	\$29,000.00	\$96,000.00
59	4/15/2005	\$500.00	\$29,500.00	\$95,500.00

	Payment Date	Payment Amount	Cumulative Principal	Ending Balance	
	60 5/15/2005	\$500.00	\$30,000.00	\$95,000.00	
	61 6/15/2005	\$500.00	\$30,500.00	\$94,500.00	
	62 7/15/2005	\$500.00	\$31,000.00	\$94,000.00	
	63 8/15/2005	\$500.00	\$31,500.00	\$93,500.00	
	64 9/15/2005	\$500.00	\$32,000.00	\$93,000.00	
	65 10/15/2005	\$500.00	\$32,500.00	\$92,500.00	
	66 11/15/2005	\$500.00	\$33,000.00	\$92,000.00	
	67 12/15/2005	\$500.00	\$33,500.00	\$91,500.00	
	68 1/15/2006	\$500.00	\$34,000.00	\$91,000.00	
	69 2/15/2006	\$500.00	\$34,500.00	\$90,500.00	
	70 3/15/2006	\$500.00	\$35,000.00	\$90,000.00	
	71 4/15/2006	\$500.00	\$35,500.00	\$89,500.00	
	72 5/15/2006	\$500.00	\$36,000.00	\$89,000.00	
	73 6/15/2006	\$500.00	\$36,500.00	\$88,500.00	
	74 7/15/2006	\$500.00	\$37,000.00	\$88,000.00	
	75 8/15/2006	\$500.00	\$37,500.00	\$87,500.00	
	76 9/15/2006	\$500.00	\$38,000.00	\$87,000.00	
	77 10/15/2006	\$500.00	\$38,500.00	\$86,500.00	
	78 11/15/2006	\$500.00	\$39,000.00	\$86,000.00	
	79 12/15/2006	\$500.00	\$39,500.00	\$85,500.00	
	80 1/15/2007	\$500.00	\$40,000.00	\$85,000.00	
	81 2/15/2007	\$500.00	\$40,500.00	\$84,500.00	
	82 3/15/2007	\$500.00	\$41,000.00	\$84,000.00	
	83 4/15/2007	\$500.00	\$41,500.00	\$83,500.00	
	84 5/15/2007	\$500.00	\$42,000.00	\$83,000.00	
	85 6/15/2007	\$500.00	\$42,500.00	\$82,500.00	
	86 7/15/2007	\$500.00	\$43,000.00	\$82,000.00	
	87 8/15/2007	\$500.00	\$43,500.00	\$81,500.00	
	88 9/15/2007	\$500.00	\$44,000.00	\$81,000.00	
<u>Plaintiff</u> <u>Filed Case</u>	89 10/15/2007	\$500.00	\$44,500.00	\$80,500.00	<u>Budget Paid around \$60,500.00 (16,000.00 over pay)</u>
	90 11/15/2007	\$500.00	\$45,000.00	\$80,000.00	<u>Final document Filed By Plaintiff.</u>
	91 12/15/2007	\$500.00	\$45,500.00	\$79,500.00	

	Payment Date	Payment Amount	Cumulative Principal	Ending Balance
	92 1/15/2008	\$500.00	\$46,000.00	\$79,000.00
	93 2/15/2008	\$500.00	\$46,500.00	\$78,500.00
	94 3/15/2008	\$500.00	\$47,000.00	\$78,000.00
	95 4/15/2008	\$500.00	\$47,500.00	\$77,500.00
	96 5/15/2008	\$500.00	\$48,000.00	\$77,000.00
	97 6/15/2008	\$500.00	\$48,500.00	\$76,500.00
<u>Ejectment order</u>	98 7/15/2008	\$500.00	\$49,000.00	\$76,000.00
	99 8/15/2008	\$500.00	\$49,500.00	\$75,500.00
	100 9/15/2008	\$500.00	\$50,000.00	\$75,000.00
	101 10/15/2008	\$500.00	\$50,500.00	\$74,500.00
	102 11/15/2008	\$500.00	\$51,000.00	\$74,000.00
	103 12/15/2008	\$500.00	\$51,500.00	\$73,500.00
	104 1/15/2009	\$500.00	\$52,000.00	\$73,000.00
	105 2/15/2009	\$500.00	\$52,500.00	\$72,500.00
	106 3/15/2009	\$500.00	\$53,000.00	\$72,000.00
	107 4/15/2009	\$500.00	\$53,500.00	\$71,500.00
	108 5/15/2009	\$500.00	\$54,000.00	\$71,000.00
	109 6/15/2009	\$500.00	\$54,500.00	\$70,500.00
	110 7/15/2009	\$500.00	\$55,000.00	\$70,000.00
	111 8/15/2009	\$500.00	\$55,500.00	\$69,500.00
	112 9/15/2009	\$500.00	\$56,000.00	\$69,000.00
	113 10/15/2009	\$500.00	\$56,500.00	\$68,500.00
	114 11/15/2009	\$500.00	\$57,000.00	\$68,000.00
	115 12/15/2009	\$500.00	\$57,500.00	\$67,500.00
	116 1/15/2010	\$500.00	\$58,000.00	\$67,000.00
	117 2/15/2010	\$500.00	\$58,500.00	\$66,500.00
	118 3/15/2010	\$500.00	\$59,000.00	\$66,000.00
	119 4/15/2010	\$500.00	\$59,500.00	\$65,500.00
	120 5/15/2010	\$500.00	\$60,000.00	\$65,000.00
	121 6/15/2010	\$500.00	\$60,500.00	\$64,500.00
	122 7/15/2010	\$500.00	\$61,000.00	\$64,000.00
	123 8/15/2010	\$500.00	\$61,500.00	\$63,500.00

Plaintiff Perform the Sheriff office Ejectment
Policy order By the Court (Stay motion Filed By Defendant)

	Payment Date	Payment Amount	Cumulative Principal	Ending Balance
124	9/15/2010	\$500.00	\$62,000.00	\$63,000.00
125	10/15/2010	\$500.00	\$62,500.00	\$62,500.00
126	11/15/2010	\$500.00	\$63,000.00	\$62,000.00
127	12/15/2010	\$500.00	\$63,500.00	\$61,500.00
128	1/15/2011	\$500.00	\$64,000.00	\$61,000.00
129	2/15/2011	\$500.00	\$64,500.00	\$60,500.00
130	3/15/2011	\$500.00	\$65,000.00	\$60,000.00
131	4/15/2011	\$500.00	\$65,500.00	\$59,500.00
132	5/15/2011	\$500.00	\$66,000.00	\$59,000.00
133	6/15/2011	\$500.00	\$66,500.00	\$58,500.00
134	7/15/2011	\$500.00	\$67,000.00	\$58,000.00
135	8/15/2011	\$500.00	\$67,500.00	\$57,500.00
136	9/15/2011	\$500.00	\$68,000.00	\$57,000.00
137	10/15/2011	\$500.00	\$68,500.00	\$56,500.00
138	11/15/2011	\$500.00	\$69,000.00	\$56,000.00
139	12/15/2011	\$500.00	\$69,500.00	\$55,500.00
140	1/15/2012	\$500.00	\$70,000.00	\$55,000.00
141	2/15/2012	\$500.00	\$70,500.00	\$54,500.00
142	3/15/2012	\$500.00	\$71,000.00	\$54,000.00
143	4/15/2012	\$500.00	\$71,500.00	\$53,500.00
144	5/15/2012	\$500.00	\$72,000.00	\$53,000.00
145	6/15/2012	\$500.00	\$72,500.00	\$52,500.00
146	7/15/2012	\$500.00	\$73,000.00	\$52,000.00
147	8/15/2012	\$500.00	\$73,500.00	\$51,500.00
148	9/15/2012	\$500.00	\$74,000.00	\$51,000.00
149	10/15/2012	\$500.00	\$74,500.00	\$50,500.00
150	11/15/2012	\$500.00	\$75,000.00	\$50,000.00
151	12/15/2012	\$500.00	\$75,500.00	\$49,500.00
152	1/15/2013	\$500.00	\$76,000.00	\$49,000.00
153	2/15/2013	\$500.00	\$76,500.00	\$48,500.00
154	3/15/2013	\$500.00	\$77,000.00	\$48,000.00
155	4/15/2013	\$500.00	\$77,500.00	\$47,500.00

Judge Nicholson Jr.
HEARINGS

Buyer Paid at the Time \$7,540.00 (addition \$4500.00)
Defendant

Judge Nicholson Jr.
Court
Order Paid
4,500.00

Buyer Paid At the Time \$7,540.00
Defendant
Buyer Paid at the Time addition \$4,500.00 (amount Paid 926)
Defendant

(9) \$500.00 money
order us post
paid to PLAINTIFF
Attorney Barronwell
to add to case & pay

	Payment Date	Payment Amount	Cumulative Principal	Ending Balance
	156	5/15/2013	③ \$500.00	\$78,000.00
<u>Appeal Filed</u>	157	6/15/2013	④ \$500.00	\$78,500.00
	158	7/15/2013	⑤ \$500.00	\$79,000.00
	159	8/15/2013	⑥ \$500.00	\$79,500.00
	160	9/15/2013	⑦ \$500.00	\$80,000.00
	161	10/15/2013	⑧ \$500.00	\$80,500.00
	162	11/15/2013	⑨ \$500.00 <small>44500.00 end</small>	\$81,000.00
<u>Appeal Dismissed</u>	163	12/15/2013 <small>is the 4th payment to be made after Judge Nicholson order or after the appeal is dismissed or after the overpay runs out</small>	⑩ \$500.00	\$81,500.00
	164	1/15/2014	\$500.00	\$82,000.00
<u>Case: 2014-CP-10-01635</u>	165	2/15/2014	\$500.00	\$82,500.00
<u>Archiving Fore Closer</u>	166	3/15/2014	\$500.00	\$83,000.00
<u>Answer</u>	167	4/15/2014	\$500.00	\$83,500.00
	168	5/15/2014	\$500.00	\$84,000.00
<u>Counter Claim Filed</u>	169	6/15/2014	\$500.00	\$84,500.00
<u>Def Request Continued</u>	170	7/15/2014	\$500.00	\$85,000.00
	171	8/15/2014	\$500.00	\$85,500.00
	172	9/15/2014	\$500.00	\$86,000.00
	173	10/15/2014	\$500.00	\$86,500.00
	174	11/15/2014	\$500.00	\$87,000.00
<u>12/17/2014</u>	175	12/15/2014 <small>Add 4,500.00</small>	\$500.00 <small>Judge Nicholson 2/27/2013 Ruled Amount Paid</small>	\$87,500.00
<u>Foreclosure Trial</u>	176	1/15/2015	\$500.00(1)	\$88,000.00
<u>Judge Scarborough</u>	177	2/15/2015	\$500.00(2)	\$88,500.00
	178	3/15/2015	\$500.00(3)	\$89,000.00
<u>Order Filed 4-8-2015</u>	179	4/15/2015	\$500.00(4)	\$89,500.00
<u>Judge Scarborough</u>	180	5/15/2015	\$500.00(5)	\$90,000.00
<u>Defendant Filed Motion</u>	181	6/15/2015	\$500.00(6)	\$90,500.00
<u>Waiting on motion</u>	182	7/15/2015	\$500.00(7)	\$91,000.00
<u>Waiting</u>	183	8/15/2015	\$500.00(8)	\$91,500.00
<u>Waiting</u>	184	9/15/2015	\$500.00(9) <small>End of 4500.00</small>	\$92,000.00
<u>Waiting</u>	185	10/15/2015	\$500.00	\$92,500.00
<u>motion not Hened</u>	186	11/15/2015	\$500.00 <small>Add 17346.58 Paid By Fed Court</small>	\$93,000.00
<u>Plaintiff Filed Rule to Show Cause</u>	187	12/15/2015	\$500.00	\$93,500.00

Plaintiff

Plaintiff Appeal Dismissed

(Plaintiff) Filed Fore Closer

Defendant Answer and (Request Jury Trial) (Request Denied) Request Jury Trial

Defendant File Counter Claim for Harassment (DENIED) (Request Jury Trial 6-18-14) + (Request Jury Trial 7-15-14)

Defendant Request Case go back to Judge Nicholson Request Denied

Judge Scarborough ruled Defendant owe 9,500.00 - Amt Judge Scarborough ordered state section 7-line 4 which found H Simmons entitled to credit of 87,540.00 in Payments on the Contract. And section 3-line 5 state: Defendant was to make payments of \$500.00/month (which is in Judge Nicholson order)

BAL = 33,960.00 Amounts Paid By 3/15/2013 - 492,040.00 Ended 9/15/2015

	Payment Date	Payment Amount	Cumulative Principal	Ending Balance
	188 1/15/2016	2 { \$500.00	\$94,000.00	\$31,000.00
	189 2/15/2016	3 { \$500.00	\$94,500.00	\$30,500.00
	190 3/15/2016	\$500.00	\$95,000.00	\$30,000.00
<u>Defendant's Motion Hearing</u>	191 4/15/2016	4 { \$500.00	\$95,500.00	\$29,500.00
<u>Defendant's Motion Denied</u>	192 5/15/2016	\$500.00	\$96,000.00	\$29,000.00
<u>(Oct. Filed Appeal 6-2-16)</u>	193 6/15/2016	5 { \$500.00	\$96,500.00	\$28,500.00
	194 7/15/2016	\$500.00	\$97,000.00	\$28,000.00
<u>Filed Bankruptcy 9-2-16</u>	195 8/15/2016	6 { \$500.00	\$97,500.00	\$27,500.00
<u>Court Ruled Sale of Defe</u>	196 9/15/2016	\$500.00	\$98,000.00	\$27,000.00
<u>about Property 9-6-16</u>	197 10/15/2016	7 { \$500.00	\$98,500.00	\$26,500.00
<u>Court Ruled Defendant</u>	198 11/15/2016	\$500.00	\$99,000.00	\$26,000.00
<u>Motion to Be Heard 9-16</u>	199 12/15/2016	\$500.00	\$99,500.00	\$25,500.00
<u>Fed Court</u>	200 1/15/2017	\$500.00	\$100,000.00	\$25,000.00
<u>Refiled Bankruptcy 12-8-16</u>	201 2/15/2017	\$500.00	\$100,500.00	\$24,500.00
<u>Court Ruled Sale of Def</u>	202 3/15/2017	\$500.00	\$101,000.00	\$24,000.00
<u>Property 12-13-16</u>	203 4/15/2017	\$500.00	\$101,500.00	\$23,500.00
	204 5/15/2017	\$500.00	\$102,000.00	\$23,000.00
	205 6/15/2017	\$500.00	\$102,500.00	\$22,500.00
	206 7/15/2017	\$500.00	\$103,000.00	\$22,000.00
	207 8/15/2017	\$500.00	\$103,500.00	\$21,500.00
	208 9/15/2017	\$500.00	\$104,000.00	\$21,000.00
	209 10/15/2017	\$500.00	\$104,500.00	\$20,500.00
	210 11/15/2017	\$500.00	\$105,000.00	\$20,000.00
	211 12/15/2017	\$500.00	\$105,500.00	\$19,500.00
	212 1/15/2018	\$500.00	\$106,000.00	\$19,000.00
	213 2/15/2018	\$500.00	\$106,500.00	\$18,500.00
	214 3/15/2018	\$500.00	\$107,000.00	\$18,000.00
	215 4/15/2018	\$500.00	\$107,500.00	\$17,500.00
	216 5/15/2018	\$500.00	\$108,000.00	\$17,000.00
	217 6/15/2018	\$500.00	\$108,500.00	\$16,500.00
	218 7/15/2018	\$500.00	\$109,000.00	\$16,000.00
	219 8/15/2018	\$500.00	\$109,500.00	\$15,500.00

Judge Seneborough Turn Defendant Motion Hearing into Plaintiff's Rule to show Cause. Defendant Told the Court He's Not Prepared to go forward And which to Relieve his Attorney and which to have New Attorney (Defendant Rights was Denied)

Bankruptcy case stop Sale of Defendant Property 4-6-16

Court Ruled not to Denie motion 4-6-16

Bal \$25,710.78 Fed Court

Bankruptcy case stop Sale of Defendant Property 12-13-16

This Month's Pay is \$17,000
 Try 11-23
 17 171,000

	Payment Date	Payment Amount	Cumulative Principal	Ending Balance
220	9/15/2018	\$500.00	\$110,000.00	\$15,000.00
221	10/15/2018	\$500.00	\$110,500.00	\$14,500.00
222	11/15/2018	\$500.00	\$111,000.00	\$14,000.00
223	12/15/2018	\$500.00	\$111,500.00	\$13,500.00
224	1/15/2019	\$500.00	\$112,000.00	\$13,000.00
225	2/15/2019	\$500.00	\$112,500.00	\$12,500.00
226	3/15/2019	\$500.00	\$113,000.00	\$12,000.00
227	4/15/2019	\$500.00	\$113,500.00	\$11,500.00
228	5/15/2019	\$500.00	\$114,000.00	\$11,000.00
229	6/15/2019	\$500.00	\$114,500.00	\$10,500.00
230	7/15/2019	\$500.00	\$115,000.00	\$10,000.00
231	8/15/2019	\$500.00	\$115,500.00	\$9,500.00
232	9/15/2019	\$500.00	\$116,000.00	\$9,000.00
233	10/15/2019	\$500.00	\$116,500.00	\$8,500.00
234	11/15/2019	\$500.00	\$117,000.00	\$8,000.00
235	12/15/2019	\$500.00	\$117,500.00	\$7,500.00
236	1/15/2020	\$500.00	\$118,000.00	\$7,000.00
237	2/15/2020	\$500.00	\$118,500.00	\$6,500.00
238	3/15/2020	\$500.00	\$119,000.00	\$6,000.00
239	4/15/2020	\$500.00	\$119,500.00	\$5,500.00
240	5/15/2020	\$500.00	\$120,000.00	\$5,000.00
241	6/15/2020	\$500.00	\$120,500.00	\$4,500.00
242	7/15/2020	\$500.00	\$121,000.00	\$4,000.00
243	8/15/2020	\$500.00	\$121,500.00	\$3,500.00
244	9/15/2020	\$500.00	\$122,000.00	\$3,000.00
245	10/15/2020	\$500.00	\$122,500.00	\$2,500.00
246	11/15/2020	\$500.00	\$123,000.00	\$2,000.00
247	12/15/2020	\$500.00	\$123,500.00	\$1,500.00
248	1/15/2021	\$500.00	\$124,000.00	\$1,000.00
249	2/15/2021	\$500.00	\$124,500.00	\$500.00
250	3/15/2021	\$500.00	\$125,000.00	\$0.00

Harold Smith Jr

THE STATE OF SOUTH CAROLINA

in the Court of Appeals

APPEAL FROM CHARLESTON COUNTY

MASTER-IN-EQUITY LAW COURT

RECEIVED

Mikell R. Scarborough, Master-In-Equity Law Judge

JUL 06 2018

SC Court of Appeals

Case No. 2016-001201

Allen Livingston,.....Respondent,

v.

Harold Simmons Jr.,.....Appellant.

CERTIFICATE OF SERVICE

I, Harold Simmons Jr, Pro Se, hereby certify that I have, on date indicated below, served counsel below with a Appellants' brief and designation of matter to be included in Record on Appeal by mailing a copy of same via Certified US Mail, postage pre-paid and return address clearly indicated on said envelope, to counsel at the following address:

Bruce A. Berlinsky, P.A.
One Carriage Lane Bldg. F
Charleston, SC 29407
(843) 852-2202
Attorney for Respondent

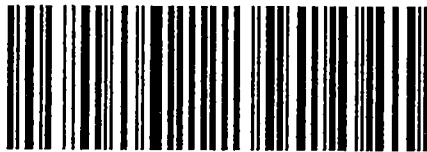
Harold Simmons Jr

Harold Simmons Jr.

July 3, 2018

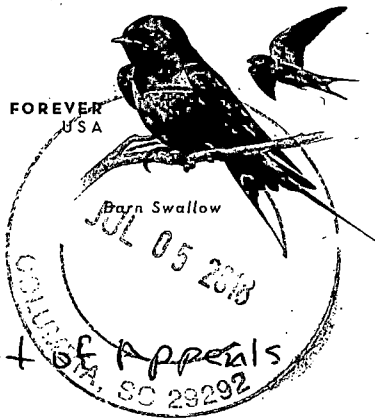
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®



7017 3380 0000 7857 2952

Harold Simmons Jr
3642 North Carolina Ave
North Chas 29405



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29405
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JUL 06 2018

SC Court of Appeals

9 South Carolina Court of Appeals
1220 Senate Street
Columbia, South Carolina
29201