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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SUMTER COUNTY
Court of Common Pleas

Richard L. Booth, Master in Equity

Appellate Case No. 2018-001505

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SC Court of Appeals

JP Morgan Chase Bank National Association, ...

Respondent,

v.

Robert W. Wazney, ...

Appellant.

MOTION TO DISMISS APPEAL

Pursuant to Rules 240 and 260(a) of the South Carolina Appellate Court Rules, Respondent JPMorgan Chase Bank National Association (“Chase”) respectfully requests that this court dismiss Appellant Robert W. Wazney’s appeal. Wazney failed to serve and file his initial brief and designation of matter within the time limits provided by Rule 208(a)(1) of the South Carolina Appellate Court Rules and, therefore, his appeal must be dismissed. In the alternative, Wazney’s appeal must be dismissed because it is both untimely and seeks to raise issues that are not appealable.

INTRODUCTION

Wazney¹ has had numerous bites at the proverbial apple in this foreclosure action. This appeal is his fourth attempt to have an appellate court excuse him from the consequences of failing to pay his mortgage. He already unsuccessfully appealed the merits of the foreclosure action to this court in 2017. He has also attempted to avoid the foreclosure action by: (i) filing an improper bankruptcy petition solely on behalf of the property address, only to appeal that dismissal; and (ii) attempting to remove the concluded state court foreclosure action to federal court, only to appeal the district court's remand order. All of those efforts have been unsuccessful. Wazney now seeks yet another opportunity to raise the same meritless arguments he has asserted in multiple courts for more than two years by appealing the master in equity's denial of his motion to alter or amend a supplemental order updating the foreclosure judgment amount. Like his 2017 appeal, however, Wazney has again failed to comply with the South Carolina Appellate Court Rules.

Chase filed this foreclosure action on April 22, 2016. On January 10, 2017, the master in equity granted Chase's motion for summary judgment and entered a foreclosure judgment in favor of Chase. *See* (Jan. 10, 2017 Order Granting Summary Judgment, Exhibit A). Wazney moved to alter or amend the foreclosure judgment, arguing that Chase was negligent and that Wazney believed payments were being made on the loan. (Feb. 3, 2017 Motion to Alter/Amend, Exhibit B). The master in equity denied Wazney's motion on May 24, 2017. (May 24, 2017 Order Denying Wazney's Motion to Alter or Amend, Exhibit C). With that order, the merits of the foreclosure action—including Wazney's defenses—were finally adjudicated.

¹ Wazney is incarcerated in the South Carolina Department Corrections, with a projected release date in 2064.

Wazney appealed the order denying his motion to alter or amend on July 6, 2017. *See* (Notice of Appeal, *JPMorgan Chase Bank v. Robert Wazney*, Appellate Case No. 2017-001490, Exhibit D). After denying Wazney's request to proceed *in forma pauperis*, this court dismissed Wazney's appeal on December 1, 2017, because Wazney failed to pay the required filing fee. (Ct. App. Dismissal of Wazney's 2017 Appeal, Exhibit E). This court remitted the case to the circuit court on March 20, 2018, after the Supreme Court dismissed Wazney's petition for certiorari.

On April 4, 2018—more than a year after the foreclosure judgment—Wazney attempted to remove the case to federal court. However, the federal district court remanded the case for lack of subject matter jurisdiction on May 14, 2018. (Dist. Ct. Order of Remand, Exhibit F). Chase then filed an affidavit of additional costs to update the amount of the foreclosure judgment—standard procedure in foreclosure cases where a significant amount of time elapses between the foreclosure judgment and the foreclosure sale—and the court promptly granted Chase's request to update the judgment amount. *See* (June 24, 2018 Supplemental Order, Exhibit G). Wazney moved to alter or amend that order, but the master in equity denied his motion. (July 24, 2018 Order, Exhibit H). Wazney is now attempting to appeal that order. Meanwhile, Wazney appealed the federal district court's remand order to the United States Court of Appeals for the Fourth Circuit. On August 28, 2018, the Fourth Circuit dismissed Wazney's appeal on the ground that a remand order is not appealable. (Aug. 28, 2018 Fourth Circuit Opinion in Removal Appeal, Exhibit I).

Wazney engaged in an additional attempt to evade this foreclosure action in October 2017, when he filed a bankruptcy petition in federal court as the “attorney” for his property address. The bankruptcy court dismissed the petition two days later, and Wazney appealed the dismissal to the Fourth Circuit. *See* (Oct. 4, 2017 Order Dismissing Wazney's Bankr. Pet., Exhibit J). On August

27, 2018, the Fourth Circuit summarily affirmed the bankruptcy court's dismissal. (Aug. 27, 2018 Fourth Circuit Opinion Affirming Bankr. Dismissal, Exhibit K).

The foreclosure is complete, and Wazney's property has been sold at auction. The courts have been more than fair to Wazney, entertaining numerous frivolous attempts to avoid Chase's valid foreclosure action. It is time for this litigation to end. This court should dismiss Wazney's appeal.

ARGUMENT

I. Wazney's initial brief and designation of matter are late, and his appeal must be dismissed.

As of the filing of this motion, Chase still had not received Wazney's initial brief and designation of matter. The deadline for Wazney to serve and file those documents has passed, and his appeal must be dismissed.

An appellant must serve and file his initial brief "[w]ithin thirty (30) days after receiving the transcript or, if no transcript is ordered, within thirty (30) days after serving the notice of appeal." Rule 208(a)(1), SCACR. Wazney served his notice of appeal on August 16, 2018, and filed it with the Supreme Court of South Carolina. *See* (Certificate of Service to Wazney's Notice of Appeal). The following day, August 17, 2018, the Supreme Court transferred the case to the Court of Appeals. This court issued its initial letter regarding the notice of appeal on August 27, 2018.

There are no transcripts of the proceedings before the master in equity in this case. Instead, records of hearing have been filed with the circuit court clerk of court, and those records are available to Wazney. *See* (Records of Hearing filed Jan. 4, 2017, and June 15, 2018, Exhibit L). Because there are no transcripts for Wazney to request, the time to file his initial brief runs from

service of the notice of appeal. Rule 208(a)(1), SCACR. Accordingly, the deadline for Wazney to serve his initial brief and designation of matter was September 17, 2018. *Id.*; *see also* Rule 209(a), SCACR. Even if the court gives Wazney latitude as a pro se appellant, his brief and designation are more than two weeks late. This court should not afford Wazney additional time to comply with the rules. The courts have allowed him significant latitude to make his case, and he has failed to raise anything but frivolous arguments. Therefore, his appeal must be dismissed. Rule 260(a), SCACR (“Whenever it appears that an appellant or a petitioner has failed to comply with the requirements of these Rules, the clerk *shall* issue an order of dismissal, which shall have the same force and effect as an order of the appellate court.” (emphasis added)); *Wise v. S.C. Dep’t of Corrections*, 372 S.C. 173, 173, 642 S.E.2d 551, 551 (2007) (“Whenever it appears that an appellant has failed to comply with the requirements of the SCACR, an order of dismissal *shall* be issued.” (emphasis added)).

II. In the alternative, Wazney’s appeal must be dismissed because he has already unsuccessfully appealed the merits of the foreclosure action and has no appealable issues to present to this court.

Wazney appealed the master in equity’s July 24, 2018 order denying his motion to alter or amend a judgment. *See* (Notice of Appeal). In that order, the master in equity considered Wazney’s July 16, 2018 “affidavit” seeking to alter or amend the June 14, 2018 order updating the total debt for the foreclosure judgment. (June 14, 2018 Order, Ex. G; July 16, 2018 Motion to Alter/Amend, Exhibit M).

Wazney purported to raise six issues in his motion to alter or amend. *See* (July 16, 2018 Motion to Alter/Amend, Ex. M). First, he argued he was “not permitted to attend the proceeding held June 14, 2018,” so he could “bring [his] complaints and [his] defenses and objections to . . . Plaintiffs standing and service of applicable banking or consumer laws.” *Id.* at 1. Second, he

argued the master in equity failed to rule on his “Motions issue and presented to the Court e.g. attached Complaint.” *Id.* Third, he argued the court failed to provide him with “requested transcripts of its proceedings so as [he] may to properly perfect appeal upon its prior error(s).” *Id.* Fourth, Wazney asserted he “denied Plaintiffs allegations in this case because Plaintiff has violated terms of our agreement.” *Id.* Fifth, Wazney accused the clerk of court of failing to “perform[] its duty to file [his] Motions with the Court and Motions were not available when the Court rendered its June 14, 2018 judgement.” *Id.* Finally, Wazney asserted “[t]here is pending appeal and bankruptcy actions regarding this case.” *Id.* The master in equity’s rejection of those arguments does not give rise to any appealable issues. Accordingly, Wazney’s appeal must be dismissed.

The merits of the foreclosure action were decided in January and May 2017, and Wazney was required to raise any defenses at that time. Wazney failed to properly prosecute his appeal of the judgment on the merits. Thus, his first, third, and fourth arguments in his motion to alter or amend were properly the subject of his 2017 appeal, which this court dismissed.² Wazney cannot manufacture a second appeal by filing an additional motion to alter or amend more than a year later. His attempt to re-argue the merits in his July 2018 motion to alter or amend, and the master in equity’s rejection of those arguments, do not revive the issues for this appeal. *See Elam v. S.C. Dep’t of Transp.*, 361 S.C. 9, 19–20, 602 S.E.2d 772, 777–78 (2004) (citing cases for the

² As to the transcript argument, Wazney raised that issue for the first time in his motion to alter or amend, and it is therefore unpreserved. *See Dixon v. Dixon*, 362 S.C. 388, 399, 608 S.E.2d 849, 854 (2005). Moreover, there are no transcripts in this case, and Wazney’s prior appeal was dismissed because he failed to pay the filing fee, not because he could not obtain transcripts. Thus, Wazney’s false accusation that the court refused to provide him transcripts does not generate an appealable issue. Additionally, Wazney’s allegation that the Department of Corrections failed to transport him to the June 14, 2018 hearing is based on his desire to appear and re-argue the merits, which were decided with finality in 2017, and it does not give rise to an appealable issue for *this* appeal.

propositions that a “successive written post-trial motion which repeats what was raised *or could have been raised* in first written motion is not authorized by rules and does not extend time for appeal; losing litigant is not entitled to return to trial court indefinitely hoping for change of heart or a more sympathetic judge, or string out arguments one at a time over months because ‘[t]here must be finality, a time when the case in the trial court is really over and the loser must appeal or give up’” (emphasis added) (quoting *Sears v. Sears*, 422 N.E.2d 610 (Ill. 1981))).

The remaining issues in Wazney’s motion to alter or amend are not appealable. His second and fifth allegations falsely accuse the circuit court and master in equity of refusing to consider or accept a complaint he mailed to the circuit court clerk’s office in April 2018. The letter Wazney included with his notice of appeal demonstrates the clerk’s office notified Wazney that he could not file a “complaint” in a foreclosure action that already reached a final judgment and that he must instead file a new action and pay a filing fee. *See* (June 28, 2018 letter accompanying Wazney’s Notice of Appeal). The clerk’s letter is not a final judgment, and there has been no ruling by the circuit court on Wazney’s purported complaint. Therefore, Wazney’s false accusations about the clerk’s refusal to file the complaint and the master in equity’s refusal to rule on the complaint are not appealable issues. *See* S.C. Code Ann. § 14-3-330(1) (providing the appellate courts have jurisdiction to consider appeals from final judgments).

Finally, Wazney’s sixth argument about “pending appeal and bankruptcy actions” is not an appealable issue for this court’s consideration. Wazney attempted to remove the completed foreclosure action to federal court, but the district court rejected his attempt and remanded the case to state court. Wazney appealed the remand decision to the Fourth Circuit, but the remand order was not appealable and did not stay the state court action pending the appeal. (Aug. 28, 2018 Fourth Circuit Opinion, Ex. I). Moreover, there has never been an active bankruptcy proceeding—

the bankruptcy court dismissed Wazney's frivolous petition two days after he filed it. (Order Dismissing Bankr. Pet., Ex. J). Accordingly, Wazney's final argument does not create an appealable issue appropriate for this court's consideration.³

CONCLUSION

Wazney has been abusing the appellate process and the judicial system for more than a year. This appeal is an improper attempt to re-litigate issues that have been decided against him numerous times and to resist a foreclosure that has already occurred. Wazney had a fair opportunity to contest the foreclosure on the merits and to appeal the master in equity's judgment. Wazney failed to properly prosecute that appeal. He cannot bring a second appeal in the same case raising the same issues. This court should dismiss Wazney's appeal because he failed to timely serve and file his initial brief and designation, he has already unsuccessfully appealed the merits of this case, and he cannot raise any issues that this court may properly consider.

(signature page attached)

³ Because Wazney appealed only the July 24, 2018 order denying his motion to alter or amend, he can raise only the issues contained in that motion on appeal. It is therefore unnecessary to consider any other issues in this case or to allow Wazney to file an initial brief to determine which issues he will raise.

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Attorneys for Respondent JPMorgan Chase Bank National
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October 2, 2018

Exhibit A
(January 10, 2017 Order Granting
Summary Judgment)

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

JPMorgan Chase Bank, National Association,

PLAINTIFF,

VS.

Robert W. Wazney,

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS

CASE NO. 2016-CP-43-00733

MASTER IN EQUITY'S ORDER GRANTING
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT
AND ORDER AND JUDGMENT OF FORECLOSURE
AND SALE
DEFICIENCY WAIVED

Non-Eligible under the Home Affordable
Modification Program

Notice: The original of this document was filed in the
office of the Clerk of Court for Sumter County:

(160268.00223)

TO: Scott and Corley, P.A.
Attorneys for Plaintiff
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
(803) 252-3340

Kelley Yarborough Woody (GAL for Robert W. Wazney)
P.O. Box 6432
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Pursuant to Circuit Court Rule 53(b) of the South Carolina Rules of Civil Procedure, the above-entitled matter was referred to the undersigned to make appropriate findings of facts and conclusions of law with authority to enter a final judgment in the cause. Plaintiff filed a Motion for Summary judgment pursuant to Rule 56 of the South Carolina Rules of Civil Procedure and a hearing thereof was held December 13, 2016.

Pursuant to the said Order of Reference a hearing on Plaintiff's Motion for Summary Judgment was held by this Court. At the hearing, evidence was presented and from the documents and records received into evidence by this Court, I find, conclude and order as follows:

FINDINGS

1. This Court has jurisdiction over the subject matter of this action and the parties hereto and it is the proper forum for the adjudication of this matter.
2. The Court has determined that Plaintiff has complied with the Administrative Order of the Supreme Court dated May 2, 2011 (2011-05-02-01) and the Administrative Order of the Supreme Court dated May 22, 2009 (2009-05-22-01).

3. The Lis Pendens, Summons, and Complaint (and any amendments thereto or joinders thereto) as well as service affidavits for all defendants have been filed with the Clerk of Court for this county.

4. At the time of the filing of this action and the hearing upon Plaintiff's Motion for Summary Judgment Defendant, Robert W. Wazney, was incarcerated at the Lee County Correctional Institution. Due to Defendant's incarceration, Kelley Yarborough Woody, Esq. was appointed as Guardian ad Litem for Defendant. The Guardian did file an Answer of Defendant's behalf and appeared at the hearing on Defendant's behalf.

5. The Defendants and/or all attorneys of record making either an appearance or filing a responsive pleading were notified of the time, date, and place of the hearing of this matter.

6. According to the affidavit(s) and certifications filed herein, any Defendant who is in default has been reviewed for his/her eligibility under The Servicemembers' Civil Relief Act of 2003 ("SCRA") and any amendments thereto and this review does not indicate any Defendant is eligible for protections.

7. No Defendant raised any credible issues related to Plaintiff's standing to prosecute this action, and Plaintiff is the real party in interest as contemplated by Rule 17(a), SCRPC. The Court finds that any issues related to Plaintiff's standing or ability to prosecute this action are waived. Unless specifically denied by an answering Defendant, all allegations in the Complaint of Plaintiff are deemed admitted in full.

8. For value received, Robert W. Wazney made, executed and delivered a Note dated August 22, 2003, promising thereby to pay to the order of Midland Mortgage Corporation the sum of \$78,603.00 with interest at the rate of 5.50000% per annum. Other terms and conditions are stated in the Note, which is of record herein.

9. To better secure the payment of the Note described above, the said Robert W. Wazney, made, executed and delivered to Midland Mortgage Corporation a Mortgage in writing, dated August 22, 2003, covering real property in Sumter County, which is the same as that described in the Complaint or Amended Complaint. The Mortgage was filed on September 4, 2003, and is of record in the Office of the Clerk of Court/Register of Deeds for Sumter County in Book 906, at Page.1628. The Mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor(s).

10. Thereafter, said Mortgage was assigned to Chase Manhattan Mortgage Corporation by assignment instrument dated August 22, 2003 and recorded September 4, 2003 in Book 906 at Page 1636. Thereafter, by virtue of a series of corporate mergers, Chase Manhattan Mortgage Corporation merged into Chase Home Finance LLC; thereafter, Chase Home Finance LLC merged into JPMorgan Chase Bank, National Association with JPMorgan Chase Bank, National Association being the surviving entity.

11. Pursuant to the South Carolina Lis Pendens Statute (S.C. Code Section 15-11-10, et. seq.) Counsel for Plaintiff has accomplished a Report on Title whereby Counsel for Plaintiff has, upon

information and belief, named all parties who claim or may claim an interest in the subject property. This Court further finds that this Report on Title is a recoverable charge, expense, or cost as provided for in the Mortgage and/or Note contracts and the amount is found to be reasonable.

12. This Court therefore finds that this Mortgage constitutes a first lien on the mortgaged premises.

13. The Court finds that Plaintiff and its counsel have fully complied with all of their obligation(s) as required under the specific terms of the Note and Mortgage being foreclosed as well as all applicable Federal or State statutes or regulations, including, but not limited to, the furnishing of any notices, where applicable (e.g. post referral loss mitigation solicitation letter and/or acceleration warning letter, if or where applicable); the review of this Mortgage loan for compliance with the Home Affordability Modification Program (HMP), if applicable; and moreover and prior to the filing of this judicial proceeding, the Defendant(s) had not raised any compliance defenses or objections as to the servicing of any applicable banking or consumer laws by Plaintiff and/or its counsel.

14. According to the records of Plaintiff and its counsel, neither Plaintiff nor its counsel is aware of any party to this action currently being on active duty or recently discharged. The Notice of Hearing issued by Counsel for Plaintiff specifically requests any defendant eligible under the SCRA contact Plaintiff's counsel. The Court finds that Counsel for the Plaintiff shall be entitled to recover its charges from the Plaintiff for this Certification/Report to the Court as part of its professional duties in prosecuting this action.

15. According to the records of Plaintiff and its counsel, neither Plaintiff nor its counsel is aware of any party to this action currently being under the protection of the United States Bankruptcy Court. Any demand for a deficiency is not applicable if a party has received a discharge in bankruptcy during the life of the mortgage, or is currently under the active protection of the bankruptcy courts. Moreover, any party to this action who is a discharged borrower to the debt of the Plaintiff shall not be subject to and is specifically excluded from both the calculation and collection of any amounts due and owing to the Plaintiff, as required by Rule 71(a) of the South Carolina Rules of Civil Procedure. The Court finds that Counsel for Plaintiff shall be entitled to recover its charges from Plaintiff for this Certification/Report to the Court as part of its professional duties in prosecuting this action and the Court finds such charges to be reasonable.

16. Payment due on the Note has not been made as provided for in the Note and Plaintiff has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of the attorney herein for collection.

17. With respect to attorney fees and in view of the potential financial liabilities and likely continuing professional obligations inherent in judicially prosecuting a real property mortgage credit matter, the attendant professional duties and responsibilities, and the size of the mortgage debt and consistent with

similar case proceedings before this Honorable Court, I find that a reasonable attorney's fee in this matter would be \$3,220.00. This award is consistent with the laws of this state in the awarding of attorney fees. I have considered the six (6) factors (none of these factors is controlling in the singular) as follows: (1) the nature, extent and difficulty of the legal service rendered; (2) the time and labor necessarily devoted to the case; (3) the professional standing of counsel; (4) the contingency of compensation; (5) the fee customarily charged in the locality for similar legal services; and (6) the beneficial results obtained. Taylor v. Medenica, 331 S.C. 575, 503 S.E.2d 458 (1998); Baron Data Systems v. Loter, 297 S.C. 382, 377 S.E.2d 296 (S.C. 1989), Jackson v. Speed, 326 S.C. 289, 486 S.E.2d 750 (1997). Pursuant to the language in the Note and Mortgage, this Court has specifically reviewed and satisfied itself with all six (6) factors, as well as the disclosed client billing by Plaintiff's counsel considered in awarding reasonable attorneys' fees and costs/expenses/charges in this matter as set forth herein in this paragraph as well as Paragraph 18. As itemized below, I find all of the itemized fees and costs/expenses/charges to be reasonable.

18. Although I have heretofore given consideration to all six (6) factors in the awarding of attorney fees and costs herein, jurisdiction over the fee award shall be reserved as granted in the Order of Reference with the right to re-visit the question of attorney fees should the action proceed in an unexpected way and/or to facilitate the assessment and payment of any such current or additional professional compensation.

19. The amount due and owing on the Note, with interest at the rate provided in the Note, including attorney's fee and allowable costs and charges allowable under and secured by the Note and Mortgage, is as follows:

(a) Principal due	\$56,965.71
(b) Interest Due from 11/01/2015 to 10/31/2016	\$3,133.08
(c) Interest from 11/01/2016 to 12/13/2016 (date of hearing)	\$360.52
(d) Pre-Acceleration Late Charges	\$55.04
(e) Escrow Adjustments (Itemized in Plaintiff's Disbursement Record)	\$605.04
(f) Broker's Price Opinion/Appraisals	\$0.00
(g) Property Preservation	\$0.00
(h) Previous Bankruptcy Fees/Costs	\$0.00
(i) Property Inspections	\$126.00

(j) Suspense	(\$0.00)
(k) Miscellaneous Charges/Credits(Itemized in Plaintiff's Disbursement Record)	\$0.00
(l) Costs, charges, or expenses of collection prior to hearing	\$1,208.21
(m) Attorney's fees and charges (Foreclosure & applicable Bankruptcy)	\$3,220.00
TOTAL DEBT secured by Note and Mortgage including interest to date shown	\$61,245.39

20. Interest shall continue to accrue on the unpaid principal balance shown in (a) above, at the 5.500% from the date of hearing until entry of judgment, and such interest shall be added to the above stated "Total Debt": to comprise the amount of the judgment debt entered herein. Interest after the date of entry of judgment at the rate of 5.500% per annum (pursuant to the terms of the Note and Mortgage) shall accrue on the judgment debt and shall be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage through the date of compliance with the terms of judicial sale. (Items (e) through (m) are subject to supplemental revision by Plaintiff's counsel and/or modification by the Court.)

21. Based upon a search of the public records of the aforesaid county pursuant to the South Carolina Lis Pendens statute, all persons or entities having an interest or lien or possible claim in or upon the mortgaged premises subordinate to the lien of Plaintiff as of the date and time of the filing of the Lis Pendens herein have been made defendants.

22. Plaintiff is seeking the usual foreclosure of mortgage and has in the Complaint, or by amendment thereto, or by motion at the reference, expressly waived the right to a personal or deficiency judgment.

23. Prior to the hearing in this matter, Defendant filed a demand for jury trial and a motion for appointment of counsel.

24. A motion for summary judgment is appropriate only when it is clear there is no genuine issue of material fact and the moving party is entitled to a judgment as a matter of law. *Shumpert v. Time Insurance Co.*, 328 S.C. 574, 493 S.E.2d 111 (Ct. App. 1997). In ruling on a motion for summary judgment, the trial court must view the evidence and all inferences which can be reasonably drawn therefrom in the light most favorable to the non-moving party. *Id.* Under Rule 56(c), the party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact. Once the moving party meets its initial burden, the non-moving party may not rest on mere allegations or denials in the pleadings; rather the non-moving party must come forward with specific facts showing there is a genuine issue for trial. *Boone v. Sunbelt Newspapers, Inc.* 347 S.C. 571, 556 S.E. 2d 732 (Ct.

App. 2001).

25. None of the named Defendant(s) has/have established any claims or defenses, legal or equitable, for relief against Plaintiff, and therefore, no relief, be it legal or equitable, shall be granted to any of the named Defendant(s). In addition, all persons and/or entities who may be or may have been entitled to claim through or under the title or interest of the named Defendant(s) in the subject property shall likewise be absolutely barred and forever foreclosed of any rights, titles, or interests.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

1. Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2011-05-02-01) issued by Chief Justice Jean H. Toal, dated May 2, 2011, and also that Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2009-05-22-01) issued by Chief Justice Jean H. Toal, dated May 22, 2009.
2. As is the longstanding precedent in South Carolina law, an action for foreclosure is one in equity, such that a right to a jury trial in foreclosure matters is not absolute. Pursuant to this long standing precedent and Rule 53 of the South Carolina Rules of Civil Procedure, Plaintiff's reference of this matter to this Court was proper and Defendant's demand for a jury trial should be denied.
3. The United States Supreme Court has never held that an indigent party has a constitutional right to counsel in any civil case. *Baxter v. Pamigiano*, 425 U.S. 308, 96 S. Ct. 1551, 47 L. Ed. (2d) 810 (1976) additionally Defendant has failed to prove that extraordinary circumstances exist in this matter such that counsel is necessary in order to render justice in this matter. Furthermore, the Guardian, Kelley Yarborough Woody has adequate and competently performed her duties in this matter on behalf of Defendant. Therefore, Defendant's motion for appointment of counsel should be denied.
4. After review of the pleadings of the parties, the Plaintiff's Motion for Summary Judgment and attached exhibits, I find that the Plaintiff has met its burden of establishing its right to foreclose upon the subject property. Further, I find that it submitted credible evidence as to the amount of the total debt owed on the property as of the date of its affidavit.
5. Consequently, under South Carolina case law, the Defendant may not rest upon the mere denials presented in his Answer. In response to the motion, Defendant failed to file any opposing affidavits and did not submit any evidence at hearing that would create a genuine issue of material fact concerning the Plaintiff's right to foreclose upon her property or the Plaintiff's accounting of the amounts owed on the loan.
6. All of the named Defendant(s) has/have not established any claims or defenses, legal or equitable, for relief against Plaintiff, and therefore, no relief, be it legal or equitable, shall be granted to any of the

named Defendant(s). In addition, all persons who may be entitled to claim through or under the title or interest of the named Defendant(s) in the subject property shall likewise be absolutely barred and forever foreclosed.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2011-05-02-01) issued by Chief Justice Jean H. Toal, dated May 2, 2011, and also that Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2009-05-22-01) issued by Chief Justice Jean H. Toal, dated May 22, 2009.
2. Defendant's Motion for the Appointment of Counsel is denied.
3. Defendant's Demand for a Jury Trial is denied.
4. Plaintiff's Motion for Summary Judgment is granted.
5. That there is due to Plaintiff on the obligation and mortgage as set forth in the Complaint or Amended Complaint the sum of \$61,245.39, representing the total debt due Plaintiff as set forth supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.
6. The amount due in the preceding paragraph (the "total debt" as set forth in Paragraph hereinabove, and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff (may be supplemented as permitted by the Court) and shall bear interest hereafter at the rate of 5.500 percent per annum.
7. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint or Amended Complaint, as hereinafter set forth, be sold by this Court at public auction, after giving Notice of the time and place of such sale by advertisement according to law. Any sales date is tentative and may be rescheduled at any time prior to the sale without further order of this Court or written notice to the parties of the notice of sale, provided notice of the new sales date is duly advertised as required by law. The sale shall be according to the following terms, that is to say:
 - a) FOR CASH: The Master in Equity will require a deposit of 5% on the amount of the bid (in cash or equivalent), said 5% deposit being due and payable immediately upon the closing of the bidding, same to be applied to the purchase price only upon compliance with the bid, but in case of non-compliance within 20 days same to be forfeited and applied to the costs and Plaintiff's debt.
 - b) Interest on the balance of the bid shall be paid to the day of compliance at the rate of 5.500 percent.
 - c) The sale shall be subject to taxes and assessments, existing easements and restrictions of record and prior liens of record
 - d) This Mortgage constitutes a first lien covering the real estate and

improvements therein described, including if applicable, any mobile/manufactured home located thereon

e) Purchaser to pay for deed stamps/transfer taxes and cost of recording the deed with Plaintiff to pay the Statutory allowed fee to the preparer of said deed (be it this Court or Counsel for Plaintiff).

8. If Plaintiff be the successful bidder at said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the Court only the amount of the outstanding costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

9. This Court will by advertisement according to law, give notice of the time and place of such sale, and the terms thereof. Any sales date is tentative and may be rescheduled at any time prior to the sale without further order of this court or written notice to the parties of the notice of sale, provided notice of the new sales date is duly advertised as required by law. This Court will execute to the purchaser, or purchasers, a deed to the premises sold. Plaintiff, or any other party to this action may become a purchaser at such sale, and that if, upon such sale being made, the purchaser, or purchasers, should fail to comply with the terms thereof within 20 days after the date of sale, then this Court may advertise the said premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured. In the event Plaintiff is the successful bidder, at its option, or the option of its assignee, the deed may be taken subject to payment by grantee of any taxes or assessments constituting a lien against the property sold under this order and hereinafter more fully described. All bidders are hereby and herein noticed that in the event the successful bidder is a third party, neither Plaintiff nor Plaintiff's counsel make any warranties or representations of any kind as to the subject property, including but not limited to its title or habitability on behalf of the third party bidder or any subsequent purchasers.

10. The sale will not be held unless either Plaintiff's attorney or Plaintiff's bidding agent is present at the sale and either Plaintiff's attorney or Plaintiff's bidding agent enters the authorized bid of Plaintiff for this individually captioned matter. In the alternative, Plaintiff's counsel, if permitted by the Court, may advise this Court directly of its authorized bidding instructions. In the event a sale is inadvertently held without Plaintiff's Counsel or Counsel's bidding agent entering the authorized bid of Plaintiff for this specifically captioned matter, the sale shall be null and void and the property shall be re-advertised for sale on the next available sale date.

11. In the event of a third party bidder wherein the successful third party bidder fails to deliver the required deposit in certified (immediately collectible) funds to this Court by close of bidding on the day of the sale, this Court will re-sell the subject property at the most convenient time thereafter (including the

day of sale) upon notification to counsel for Plaintiff.

12. That this Court shall apply the proceeds of the sale as follows:

FIRST: To the payment of the amount of the permitted costs, charges, and expenses of this action, including any Guardian ad Litem or SCRA Attorney Fee or fees of any attorneys appointed by motion of Plaintiff's Counsel and under Order of the Court;

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

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

13. It is further ORDERED, that if the successful bidder is other than the person(s) or entity in possession herein, the Sheriff of this County is ordered and directed to evict and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

14. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the South Carolina Department of Motor Vehicles is directed and ordered to provide the new Certificate of Title to the attorneys for the Plaintiff as agent for the grantee on the deed upon payment of the required title fees on any mobile/manufactured home which is herein located on the subject property and intended to be collateralized by the Plaintiff's security documents as heretofore received into evidence by this Court, or which may be received into evidence at any necessary hearing post sale of the subject property.

15. And it is further ORDERED, ADJUDGED AND DECREED that none of the named Defendant(s) has/have established any claims or defenses, legal or equitable, for relief against Plaintiff, and therefore, no relief, be it legal or equitable, shall be granted to any of the named Defendant(s). In addition, all persons and/or entities who may be or may have been entitled to claim through or under the title or interest of the named Defendant(s) in the subject property shall likewise be absolutely barred and forever foreclosed of any rights, titles, or interests.

16. IT IS FURTHER ORDERED that the deed of conveyance made pursuant to said sale shall contain the names of only the first-named Plaintiff and the first-named Defendant, and the Defendant who was the titleholder of the mortgaged property at the time of the filing of the notice of pendency of the within

action, and the name of the grantee, and the applicable recorder of deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

17. This Court will retain exclusive jurisdiction to do all necessary acts incident to this foreclosure, including, but not limited to, all matters post-sale which may affect the transfer of the title to the subject real property and all improvements thereon, as well, the issuance of a Writ of Assistance.

18. Upon issuance of this Court's Report on Sale and Disbursements, the Clerk of Court/Register of Deeds is directed to release of record the mortgage lien being foreclosed, which mortgage lien is described as follows:

Mortgage from Robert W. Wazney to Midland Mortgage Corporation, dated August 22, 2003, covering real property in Sumter County, filed on September 4, 2003, and is of record in the Office of the Clerk of Court/Register of Deeds for Sumter County in 906, at Page 1628.

This sale is specifically subject to all title matters of record, including but not limited to any other senior lien or encumbrance, and any interested party should consider performing an independent title examination of the subject property as no warranty is given at all by the Court, Plaintiff or its Counsel.

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

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the Providence Township, County of Sumter, State of South Carolina, designated as Lot W on a plat prepared by Joseph R. Edwards, RLS, dated June 19, 2001 and recorded in the Office of the Register of Deeds for Sumter County in Plat Book 2001 at Page 591. Pursuant to Section 30-5-250 of the Code of Laws of South Carolina, (1976, as amended) reference to said plat is hereby made for the metes, bounds, courses and/or distances of the property delineated thereon. The property is known as 2040 Hideaway Drive and is shown on the Auditor's map of Sumter County as tax parcel 180-00-03-016(P).

This being the same property conveyed unto Robert W. Wazney by virtue of a Deed from Pauline J. Shuler dated July 27, 2001 and recorded September 12, 2001 in Book 815 at Page 1970 in the Office of the Register of Deeds of Sumter County, South Carolina.

TMS No. 180-13-01-015

Property address: 2040 Hideaway Drive
Sumter, SC 29154

20. IT IS FURTHER ORDERED that if Plaintiff or Plaintiff's representative does not appear at the scheduled sale of the above-described property, then the sale of the property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available sales day as ordered by this court.

21. IT IS FURTHER ORDERED that no Defendant raised any credible issues related to Plaintiff's standing to prosecute this action. Therefore, any issues related to Plaintiff's standing or ability to prosecute this action are waived.

22. All of the named Defendant(s) has/have not established any claims or defenses, legal or equitable, for relief against Plaintiff, and therefore, no relief, be it legal or equitable, shall be granted to any of the named Defendant(s). In addition, all persons who may be entitled to claim through or under the title or interest of the named Defendant(s) in the subject property shall likewise be absolutely barred and forever foreclosed.

Richard L. Booth
Master in Equity for Sumter County

Sumter, South Carolina
_____, 2016

FORM 4
STATE OF SOUTH CAROLINA
COUNTY OF SUMTER
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2016-CP-43-00733

JPMorgan Chase Bank, National Association
 PLAINTIFF(S)

Robert W. Wazney
 DEFENDANT(S)

Submitted by: Scott and Corley, P.A.

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 ☐ See Page 2 for additional information.

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

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

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

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

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

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk :

The property which is the subject of this action shall be sold at public sale pursuant to the Master in Equity's Report and Judgment of Foreclosure and Sale.

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)
N/A		
If applicable, describe the property, including tax map information and address, referenced in the order: TMS No. 180-13-01-015		

Property address: 2040 Hideaway Drive, Sumter, SC 29154

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.**

Richard L. Booth, Master in Equity

**Judge
Code**

Date _____

For Clerk of Court Office Use Only

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

Scott and Corley, P.A.
P.O. Box 2065
Columbia, SC 29204

Kelley Yarborough Woody (GAL for
Robert W. Wazney)
PO Box 6432
Columbia, SC 29260

Attorney for Plaintiff

Attorney for Defendant(s)

Clerk of Court

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 hear and a decision rendered.

[illegible]



Sumter Common Pleas

Case Caption: Jpmorgan Chase Bank National Association VS Robert W Wazney

Case Number: 2016CP4300733

Type: Master/Order/Foreclosure & Sale and Form 4

AND IT IS SO ORDERED!

The Honorable Richard L. Booth, Sumter County
Master in Equity, Judge Code 3067

Exhibit B
(February 3, 2017 Motion to Alter or Amend)

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

JPMorgan Chase Bank, National
Association,

PLAINTIFF,

V.

Robert W. Wazney,

DEFENDANT

IN THE COURT OF COMMON PLEAS

2017 FEB -3 PM 2:07

JAN

MOTION TO ALTER OR AMEND JUDGMENT

Case No.: 2016-CP-43-00733

This motion comes before the Court pursuant Rule 59(e) SCRPC regarding a Court order electronically filed on January 10, 2017 at 9:38AM, which was received by the Defendant January 26, 2017 (copy of proof of mailing attached).

The Court has overlooked two credible issues raised and presented by the Defendant and failed to rule upon them. Those issues specifically:

- (1) Negligence on behalf of the Plaintiff;
- (2) The Defendants claim he believed payments were made on the loan.

The Defendant requests the Judge to reconsider matters properly encompassed in his decision on the merits.

DECLARATION

COMES NOW, Robert W. Wazney, who being duly sworn deposes and states:

"I received a copy of the order from the December 13, 2016 hearing on January 26, 2017. When I went over it, I noticed two arguments were not included or mentioned in the order; The Plaintiff being negligent, and I said that I believed payments were made on the loan. I need a ruling on those issues."

I declare under penalty of perjury the foregoing is true and correct to the best of my knowledge and understanding.

Date: JANUARY 30, 2017
Bishopville, SC 29010

Robert W. Wazney
990 Wisacky Highway
Bishopville, SC 29010

Exhibit C
(May 24, 2017 Order Denying Wazney's
Motion to Alter or Amend)

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

JPMorgan Chase Bank, National Association,

PLAINTIFF,

VS.

Robert W. Wazney,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

CASE NO. 2016-CP-43-00733

ORDER DENYING DEFENDANT'S MOTION
TO ALTER OR AMEND JUDGMENT

(160268.00223)

Pursuant to the Order of Reference filed in this matter on October 18, 2016 specifically granting this Court jurisdiction in post judgment matters and the Motion to Alter or Amend Judgment filed by the Defendant pursuant to Rule 59(b), SCRCP, a hearing in this matter was held May 17, 2017 at 11:00 am. Present and representing the Plaintiff was Jessica S. Corley, Esq.. Present solely in her capacity as Guardian ad Litem for the Defendant was Kelley Yarborough Woody, Esq.. Defendant Robert W. Wazney was also present for the hearing and appeared *pro se*.

Defendant's motion, as filed, alleged that the Master in Equity's Order Granting Plaintiff's Motion for Summary Judgment and Order and Judgment of Foreclosure and Sale filed in this matter on January 10, 2017 failed to include a ruling concerning two issues: 1. Plaintiff's negligence and 2. Payments made on the loan. Defendant orally requested a continuance of the motion hearing due to the fact that he was not able to read mail that had been sent to him by the Guardian ad Litem as a result of administrative issues with Lee Correctional Institution where he currently is incarcerated. Defendant presented several arguments, most of which were irrelevant to the motion. Defendant did not produce any physical evidence nor affidavits in support of his motion.

Plaintiff's counsel argued that the issues raised by the Defendant had been specifically and generally ruled upon within the Master in Equity's Order Granting Plaintiff's Motion for Summary Judgment and Order and Judgment of Foreclosure and Sale namely within the findings of fact that payments had not been made as required under the Note and Mortgage and within the conclusions of law that no genuine issue of material fact existed. Plaintiff's counsel argued that Defendant's motion was an attempt to either relitigate issues previously before the court or to introduce new matters before the court that could have been raised previously but were not and that this was an improper use of the Rule 59(b) motion.

Based upon the filed motion, arguments at hearing and the evidence presented in support thereof; IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. Defendant, as the moving party, has the burden to prove it has a right to the relief requested in its Motion to Alter or Amend the Judgment. Defendant has failed to provide any argument or produce any evidence tending to show that the Master in Equity's Order Granting Plaintiff's

Motion for Summary Judgment and Order and Judgment of Foreclosure and Sale failed to address the issues presented in the motion or that the judgment is in any way insufficient or void; therefore, Defendant's Motion to Alter or Amend Judgment is denied.

2. Kelley Yarborough Woody has performed all of her duties as Guardian ad Litem for Defendant Robert W. Wazney with the utmost due care and diligence. Kelley Yarborough Woody is released as Guardian ad Litem for Robert W. Wazney in this matter as of the date of the execution of this Order and shall have no further obligations herein.

Sumter, South Carolina
_____, 2017

Richard L. Booth
Master in Equity for Sumter County

I SO MOVE:

SCOTT AND CORLEY, P.A.

S/Jessica S. Corley, SC Bar 80470

Ronald C. Scott, SC Bar #4996
Reginald P. Corley, SC Bar #69453
Angelia J. Grant, SC Bar #78334
Jessica S. Corley, SC Bar #80470
Allison E. Heffernan, SC Bar #68530

Matthew E. Rupert, SC Bar #100740
William P. Stork, SC Bar #100242
Louise M. Johnson, SC Bar #16586
Tasha B. Thompson, SC Bar #76415
Jane S. Ruschky, SC Bar #70472

ATTORNEYS FOR PLAINTIFF
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
803-252-3340



Sumter Common Pleas

Case Caption: Jpmorgan Chase Bank National Association VS Robert W Wazney

Case Number: 2016CP4300733

Type: Master/Order/Other

AND IT IS SO ORDERED!

The Honorable Richard L. Booth, Sumter County
Master in Equity, Judge Code 3067

Exhibit D
(Wazney's 2017 Notice of Appeal)

THE STATE OF SOUTH CAROLINA
In the Supreme Court

APPEAL FROM SUMTER COUNTY
Court of Common Pleas

Case No.: 2016-DR-43-00733

Richard L. Booth Master in Equity

RECEIVED

JUL 06 2017

SC Court of Appeals

JJPMorgan Chase Bank, National Association,

Respondent,

v.

Robert W. Wazney,

Appellant.

NOTICE OF APPEAL

Robert W. Wazney appeals the Judgment of the Hon. Richard L. Booth dated May 24, 2017. Appellant received written notice of entry of this judgment on May 31, 2017.

Date: June 21, 2017

Robert W. Wazney
990 Wisacky Hwy.
Bishopville, SC 29010
Indigent Pro se Appellant

Other Counsel of Record:

Scott and Corley, P.A.
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
Attorney for Respondent

THE STATE OF SOUTH CAROLINA
In the Supreme Court

APPEAL FROM SUMTER COUNTY
Court of Common Pleas

Case No.: 2016-DR-43-00733

Richard L. Booth Master in Equity

RECEIVED

JUL 06 2017

SC Court of Appeals

JPMorgan Chase Bank, National Association,

Respondent,

v.

Robert W. Wazney,

Appellant.

CERTIFICATE OF SERVICE

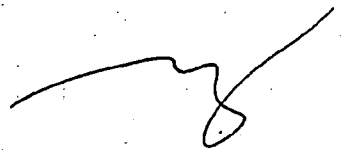
I, Robert W. Wazney, do hereby certify that I have served the

NOTICE OF APPEAL

by depositing the same in the prison mail system, addressed to the following
addresses, postage prepaid on June 30, 2017.

Scott and Corley, P.A.
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
Attorney for Respondent

Clerk of Court
215 North Harvin Street
Sumter SC 29150



Robert W. Wazney
990 Wisacky Highway
Bishopville, SC 29010
Diligent Pro se Appellant

Robert Wazney
990 Wisacky Highway
Bishopville, SC 29010

June 21, 2017

J.A. Kitchings
Clerk, SC Court of Appeals
PO Box 11629
Columbia, SC 29211

RE: 2016-DR-43-00733

Dear Ms. Kitchings:

Enclosed for filing is a Notice Of Appeal in the above case. Also enclosed are the following:

- (1) Certificate of Service of the Notice of Appeal on the Respondent;
- (2) A copy of the judgment which is to be challenged on appeal;
- (3) Leave to Proceed In Forma Pauperis;
- (4) Certificate of Service of the In Forma Pauperis.



Robert Wazney
990 Wisacky Highway
Bishopville, SC 29010
Indigent Pro se Appellant

Other Counsel of Record:
Scott and Corley, PA
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
Attorney for Respondent

RECEIVED
JUL 06 2017
SC Court of Appeals

Exhibit E
(December 1, 2017 Court of Appeals
Order of Dismissal)

The South Carolina Court of Appeals

JPMorgan Chase Bank, National Association,
Respondent,

v.

Robert W. Wazney, Appellant.

Appellate Case No. 2017-001490

The Honorable Richard L. Booth
Sumter County
Trial Court Case No. 2016CP4300733

ORDER

Appellant has failed to provide the notice of appeal filing fee, as required by Rule 203 of the South Carolina Appellate Court Rules and this Court's letter dated October 4, 2017. Accordingly, this appeal is dismissed. The remittitur will be sent as provided by Rule 221(b), SCACR.

FOR THE COURT

BY V. Claire Allen, Deputy
CLERK

Columbia, South Carolina

cc:

Robert W. Wazney
Jessica S. Corley, Esquire

FILED

December 1, 2017 S.S.

Exhibit F
(May 14, 2018 District Court Order
of Remand)

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

JP Morgan Chase Bank,
National Association,

Plaintiff,

vs.

Robert W. Wazney, #363679,
a/k/a Robert William Wazney,

Defendant.

C.A. No. 3:18-921-HMH-KFM

OPINION & ORDER

This matter is before the court with the Report and Recommendation of United States Magistrate Judge Kevin F. McDonald, made in accordance with 28 U.S.C. § 636(b)(1) and Local Civil Rule 73.02 of the District of South Carolina.¹ The Defendant, proceeding pro se, filed a notice of removal, which purports to remove a mortgage foreclosure action filed by JP Morgan Chase Bank, National Association. In his Report and Recommendation, Magistrate Judge McDonald recommends that this case be remanded to the Court of Common Pleas for Sumter County, South Carolina because the court lacks subject matter jurisdiction.

The Defendant filed objections to the Report and Recommendation. Objections to the Report and Recommendation must be specific. Failure to file specific objections constitutes a waiver of a party's right to further judicial review, including appellate review, if the recommendation is accepted by the district judge. See United States v. Schronce, 727 F.2d 91,

¹ The recommendation has no presumptive weight, and the responsibility for making a final determination remains with the United States District Court. See Mathews v. Weber, 423 U.S. 261, 270-71 (1976). The court is charged with making a de novo determination of those portions of the Report and Recommendation to which specific objection is made. The court may accept, reject, or modify, in whole or in part, the recommendation made by the magistrate judge or recommit the matter with instructions. 28 U.S.C. § 636(b)(1).

94 & n.4 (4th Cir. 1984). In the absence of specific objections to the Report and Recommendation of the magistrate judge, this court is not required to give any explanation for adopting the recommendation. See Camby v. Davis, 718 F.2d 198, 199 (4th Cir. 1983).

Upon review, the court finds that the Defendant's objections are non-specific, unrelated to the dispositive portions of the magistrate judge's Report and Recommendation, or merely restate his arguments. Therefore, after a thorough review of the magistrate judge's Report and the record in this case, the court adopts Magistrate Judge McDonald's Report and Recommendation and incorporates it herein by reference.

It is therefore

ORDERED that this action is remanded to the Court of Common Pleas for Sumter County, South Carolina.

IT IS SO ORDERED.

s/Henry M. Herlong, Jr.
Senior United States District Judge

Greenville, South Carolina
May 14, 2018

NOTICE OF RIGHT TO APPEAL

Defendant is hereby notified that he has the right to appeal this order within thirty (30) days from the date hereof, pursuant to Rules 3 and 4 of the Federal Rules of Appellate Procedure.

Exhibit G
(June 14, 2018 Supplemental Order
Updating Judgment Amount)

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

JPMorgan Chase Bank, National Association,

PLAINTIFF,

VS.

Robert W. Wazney,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

CASE NO. 2016-CP-43-00733

MOTION AND SUPPLEMENTAL ORDER TO
THE INTERIM MASTER IN EQUITY'S ORDER
AND JUDGMENT OF FORECLOSURE AND
SALE

DEFICIENCY WAIVED

(160268.00223)

Pursuant to Circuit Court Rule 53(b) of the South Carolina Rules of Civil Procedure, the above-entitled matter was taken up in a Supplemental Hearing by the undersigned to take any additional testimony arising under the pleadings and to make any additional findings of fact and conclusions of law. This Court retains its authority to enter a final judgment in the case, with any appeal therefrom to be directed to the State of South Carolina Court of Appeals.

The Court has determined that Plaintiff has complied with the Administrative Order of the Supreme Court dated May 2, 2011 (2011-05-02-01) and the Administrative Order of the Supreme Court dated May 22, 2009 (2009-05-22-01).

No Defendant raised any credible issues related to Plaintiff's standing to prosecute this action, and Plaintiff is the real party in interest as contemplated by Rule 17(a), SCRPC. The Court finds that any issues related to Plaintiff's standing or ability to prosecute this action are waived. Unless specifically denied by an answering Defendant, all allegations in the Complaint of Plaintiff are deemed admitted in full.

The Court again finds that Plaintiff and its counsel have fully complied with its obligation(s) as required under the specific terms of the Note and Mortgage being foreclosed as well as any applicable Federal or State statutes or regulations, including, but not limited to, the furnishing of any notices, where applicable (e.g. post referral loss mitigation solicitation letter and/or acceleration warning letter, if or where applicable); the review of this Mortgage loan for compliance with the Home Affordability Modification Program (HMP), if applicable; and moreover and prior to the filing of this judicial proceeding, the Defendant(s) had not raised any compliance defenses or objections as to the servicing of any applicable banking or consumer laws by Plaintiff and/or its counsel.

In addition, all Findings and Conclusions of Law in the aforementioned Judgment were not timely appealed or timely excepted to, or timely moved for reconsideration, and, therefore such appeals and motions are barred.

Pursuant to the aforementioned Interim Master in Equity's Order and Judgment of Foreclosure and Sale, heretofore entered in this case, the subject property was ordered to be sold, and Plaintiff has requested that the property be sold as ordered by this Court.

That additional costs and expenses have been incurred as follows:

(a) Principal due	\$56,965.71
(b) Interest Due from 10/01/2015 to 05/31/2018	\$8,354.88
(c) Interest from 06/01/2018 to 06/30/2018 (date of hearing)	\$261.09
(d) Pre-Acceleration Late Charges	\$55.04
(e) Escrow Adjustments (Itemized in Plaintiff's Disbursement Record)	\$7,080.06
(f) Property Inspections	\$210.00
(g) Costs, charges, or expenses of collection prior to hearing	\$2,896.51
(h) Attorney's fees and charges (Foreclosure & applicable Bankruptcy)	\$5,495.00
TOTAL DEBT secured by Note and Mortgage including interest to date shown	\$81,318.29

Interest shall continue to accrue on the unpaid principal balance shown in (a) above, at the 5.50% from the date of hearing until entry of judgment, and such interest shall be added to the above stated "Total Debt": to comprise the amount of the judgment debt entered herein. Interest after the date of entry of judgment at the rate of 5.50% per annum (pursuant to the terms of the Note and Mortgage) shall accrue on the judgment debt and shall be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage through the date of compliance with the terms of judicial sale. (Items (e) through (h) are subject to supplemental revision by Plaintiff's counsel and/or modification by the Court.)

Now, on motion or notice of Plaintiff's attorney,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

That there is due to Plaintiff on the obligation and mortgage as set forth in the Complaint or Amended Complaint the sum of \$81,318.29, representing the total debt due Plaintiff as set

forth *supra*, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

That this matter should be scheduled for sale.

AND IT IS SO ORDERED.

Howard P. King
Interim Master in Equity for Sumter County

Sumter, South Carolina

June ____, 2018

I SO MOVE:

SCOTT AND CORLEY, P.A.

By: s/ H. Guyton Murrell

Ronald C. Scott, SC Bar #4996

Reginald P. Corley, SC Bar #69453

Angelia J. Grant, SC Bar #78334

Jessica S. Corley, SC Bar #80470

Allison E. Heffernan, SC Bar #68530

Matthew E. Rupert, SC Bar #100740

William P. Stork, SC Bar #100242

Louise M. Johnson, SC Bar #16586

Tasha B. Thompson, SC Bar #76415

H. Guyton Murrell, SC Bar #64134

ATTORNEYS FOR PLAINTIFF

2712 Middleburg Drive, Suite 200

Columbia, SC 29204

803-252-3340



Sumter Common Pleas

Case Caption: Jpmorgan Chase Bank National Association VS Robert W Wazney

Case Number: 2016CP4300733

Type: Master/Order/Supplemental Foreclosure & Sale and Form 4

So Ordered

s/Howard P. King, 2017

Exhibit H
(July 24, 2018 Order Denying
Wazney's Motion to Alter or Amend)

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF SUMTER)

C/A # 2016-CP-43-00733

JPMorgan Chase Bank National Association)
)

Plaintiff,)

VS.)

Robert W. Wazney)

Defendant.)

ORDER

This litigation has a contentious history. It was instituted as a foreclosure action by JPMorgan Chase Bank (the Bank) against Robert W. Wazney on property located at 2040 Hideway Drive, Sumter County, South Carolina. At the time the action was commenced, Wazney was (and still is) an inmate at the South Carolina Department of Corrections. As a result of this legal disability, Kelly Yarborough Woody, Esq. was appointed as Guardian ad Litem for him.

A number of hearings have been held in connection with this matter and on at least one occasion, before the Honorable Richard L. Booth (now deceased), Wazney was transported and testified in a proceeding where he moved to alter or amend the judgment for foreclosure entered by Judge Booth. The motion was denied and the services of the Guardian ad litem were terminated.

After the death of Judge Booth, I was appointed as the Interim Master in Equity for Sumter County and a hearing was held to update the Total Debt from the previous foreclosure decree and

to schedule a sale. No substantive changes were made in the decree except the updated total debt figures and resulted in the judgement and notice of sale dated June 14, 2018.

Wazney has made a motion to alter or amend that judgement pursuant to South Carolina Rules of Civil Procedure (SCRCP) rule 59 (g). Although there is some question as to whether that motion has been properly filed and served, the Court wishes to address the motion in order to avoid further delay.

First, Wazney contends he was not permitted to attend the hearing on June 14th “so that I may bring my complaints and defenses and objections to Plaintiffs standing and service of applicable banking or consumer laws” These issues have been resolved at previous hearings where Wazney was either present or represented by the Guardian ad Litem, Kelly Woody. This Court has no jurisdiction or authority to alter or amend the judgment decree of Judge Booth.

Second, Wazney claims that “the Court has not ruled upon my Motions issued and presented to the Court e.g. attached Complaint”. There are no motions filed that have not been heard, only a document entitled “Complaint” and purports to be asking for damages. This would be a separate cause of action and would have to be filed separately in accordance with the SCRCP.

Third, Wazney complains that he has not been supplied with transcripts of the proceedings. There are no transcripts of the proceedings, only the record of the hearings which are filed with the Clerk of Court and available to him.

Fourth, Wazney claims he “denied Plaintiffs allegations in this case because Plaintiff has violated terms of our agreement”. This issue has been resolved by previous orders that are the law of the case and cannot now be challenged by a motion to amend.

Fifth, a contention that the Clerk of Court has not performed his duty is not a proper grounds for amending a judgement or decree. There are appropriate remedies available to Wazney if he wishes to pursue this complaint.

Finally, there is no pending appeal and the Court is not aware of any bankruptcy. A previous appeal to the South Carolina Court of Appeals was dismissed and a remitter sent to this Court reinstating the Circuit Court jurisdiction. No notice of bankruptcy has been filed or served in this case.

For the forgoing reasons, the Motion to Alter or Amend is DENIED.

AND IT IS SO ORDERED!

Howard P. King
Interim Master in Equity
Sumter County

Sumter, SC

July ____, 2018



Sumter Common Pleas

Case Caption: Jpmorgan Chase Bank National Association VS Robert W Wazney

Case Number: 2016CP4300733

Type: Master/Order/Other

So Ordered

s/Howard P. King, 2017

Exhibit I
(August 28, 2018 Fourth Circuit Opinion in
Wazney's Removal Appeal)

UNPUBLISHED

**UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT**

No. 18-6693

JP MORGAN CHASE BANK, N.A.,

Plaintiff - Appellee,

v.

ROBERT W. WAZNEY, a/k/a Robert William Wazney,

Defendant - Appellant.

Appeal from the United States District Court for the District of South Carolina, at
Columbia. Henry M. Herlong, Jr., Senior District Judge. (3:18-cv-00921-HMH)

Submitted: August 23, 2018

Decided: August 28, 2018

Before DUNCAN and FLOYD, Circuit Judges, and HAMILTON, Senior Circuit Judge.

Dismissed by unpublished per curiam opinion.

Robert Wazney, Appellant Pro Se. Nicholas Andrew Charles, Sarah Beth Nielsen, B.
Rush Smith, III, NELSON MULLINS RILEY & SCARBOROUGH, LLP, Columbia,
South Carolina, for Appellee.

Unpublished opinions are not binding precedent in this circuit.

PER CURIAM:

Robert Wazney appeals from the district court's order adopting the report and recommendation of the magistrate judge and remanding the underlying foreclosure proceeding back to state court. We dismiss the appeal. Remand orders are generally "not reviewable on appeal or otherwise." 28 U.S.C. § 1447(d) (2012). The Supreme Court has explained that the appellate restrictions of "§ 1447(d) must be read in pari materia with § 1447(c), so that only remands based on grounds specified in § 1447(c) [*i.e.*, lack of subject matter jurisdiction and defects in removal procedures] are immune from review under § 1447(d)." *Things Remembered, Inc. v. Petrarca*, 516 U.S. 124, 127 (1995). Whether a remand order is reviewable is not based on a district court's explicit citation to § 1447(c); "[t]he bar of § 1447(d) applies to any order invoking substantively one of the grounds specified in § 1447(c)." *Borneman v. United States*, 213 F.3d 819, 824-25 (4th Cir. 2000).

Here, the district court dismissed for lack of subject matter jurisdiction, citing § 1447(c). Accordingly, we lack jurisdiction to review the merits of the district court's order. Thus, we grant JP Morgan Chase Bank's motion to dismiss the appeal. We deny Wazney's motions for a stay pending appeal and for summary judgment, and we dispense with oral argument because the facts and legal contentions are adequately presented in the materials before the court and argument would not aid the decisional process.

DISMISSED

Exhibit J
(October 4, 2017 Order Dismissing
Wazney's Bankruptcy Petition)

**U.S. BANKRUPTCY COURT
District of South Carolina**

Case Number: **17-90009-dd**

Order Dismissing Miscellaneous Proceeding

The relief set forth on the following pages, for a total of 5 pages including this page, is hereby ORDERED.

**FILED BY THE COURT
10/04/2017**



Entered: 10/05/2017

David R. Duncan
Chief US Bankruptcy Judge
District of South Carolina

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA**

IN RE:

M/P No. 17-90009-DD

2040 Hideaway Drive,

ORDER

Debtor(s).

This matter is before the Court on a voluntary petition for non-individuals filing for bankruptcy filed by Robert W. Wazney. The petition lists the debtor's name as "2040 Hideaway Drive" and indicates the debtor is a corporation. According to the South Carolina Secretary of State, 2040 Hideaway Drive is not a registered business (See Exhibit A, accessed October 4, 2017).

The voluntary petition is signed by Robert W. Wazney, as attorney for the debtor. According to the South Carolina Bar Association, Robert W. Wazney is not a licensed attorney in South Carolina (See Exhibit B, accessed October 4, 2017). Further, according to the United States District Court District of South Carolina, Robert W. Wazney is not an attorney admitted to practice in the district (See Exhibit C, accessed October 4, 2017). Robert W. Wazney is not licensed as an attorney and cannot file a voluntary petition on behalf of a corporation as an attorney. Further, Mr. Wazney reports his address as 990 Wisacky Highway, Bishopville, South Carolina 29010. This is the address of Lee Correctional Institute, a penal institute within the South Carolina Department of Corrections.

Based on the foregoing, 2040 Hideaway Drive is not an eligible debtor, no relief is available under the petition, and the petition did not commence a bankruptcy case. The miscellaneous proceeding is dismissed.

AND IT IS SO ORDERED.

Exhibit K
(August 27, 2018 Fourth Circuit Opinion
Affirming Bankruptcy Dismissal)

UNPUBLISHED

**UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT**

No. 18-1476

ROBERT WILLIAM WAZNEY, 2040 Hideaway Drive,

Debtor - Appellant,

v.

CHASE,

Creditor - Appellee.

**Appeal from the United States District Court for the District of South Carolina, at
Columbia. Henry M. Herlong, Jr., Senior District Judge. (3:17-cv-03216-HMH)**

Submitted: August 23, 2018

Decided: August 27, 2018

Before DUNCAN and FLOYD, Circuit Judges, and HAMILTON, Senior Circuit Judge.

Affirmed by unpublished per curiam opinion.

**Robert Wazney, Appellant Pro Se. Nicholas Andrew Charles, Sarah Beth Nielsen, B.
Rush Smith, III, NELSON MULLINS RILEY & SCARBOROUGH, LLP, Columbia,
South Carolina, for Appellee.**

Unpublished opinions are not binding precedent in this circuit.

PER CURIAM:

Robert Wazney appeals the district court's orders: (1) adopting the magistrate judge's recommendation to dismiss as untimely his appeal from the bankruptcy court's order dismissing his bankruptcy court's proceeding, and (2) denying his motions to alter or amend the judgment, Fed. R. Civ. P. 59(e), and for reconsideration, Fed. R. Civ. P. 60(b). We have reviewed the record and find no reversible error. Accordingly, we deny Chase's motion to dismiss the appeal and affirm for the reasons stated by the district court. *Wazney v. Chase*, No. 3:17-cv-03216-HMH (D.S.C. Mar. 27, 2018; Apr. 16, 2018). We dispense with oral argument because the facts and legal contentions are adequately presented in the materials before this court and argument would not aid the decisional process.

AFFIRMED

Exhibit L
(Records of Hearing Filed January 4, 2017
and June 15, 2018)

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

JPMorgan Chase Bank, National Association,

PLAINTIFF,

VS.

Robert W. Wazney

DEFENDANT(S),

IN THE COURT OF COMMON PLEAS

CASE NO. 2016-CP-43-00733

RECORD OF HEARING

DEFICIENCY WAIVED

(160268.00223)

Sumter, South Carolina - December 13, 2016 at 12:00 PM

Pursuant to the Order of Reference granted in the above entitled case, a hearing was held before The Honorable Richard L. Booth as Master in Equity for Sumter County on December 13, 2016, attended by counsel as follows:

APPEARANCES: Scott and Corley, P.A.
Attorneys for Plaintiff

RECORD OF HEARING BY CAROLINE LASTER

The Court calls attention to the Order of Reference filed October 17, 2016, wherein the above entitled case was referred to me to take the testimony and other evidence offered with authority to enter a final judgment in this cause.

WHEREUPON, COUNSEL FOR PLAINTIFF DOES HEREIN REPORT AS FOLLOWS:

I am an attorney for Plaintiff in this action and report upon information and belief and the best of my knowledge as follows:

We call attention to the Certification of Compliance or Certificate of Exemption filed herein with respect to the compliance by Plaintiff with the Administrative Order of the South Carolina Supreme Court (2011-05-02-01) issued by Chief Justice Jean H. Toal, dated May 2, 2011. In addition, Plaintiff has likewise complied with the Administrative Order of the South Carolina Supreme Court (2009-05-22-01) issued by Chief Justice Jean H. Toal, dated May 22, 2009.

Plaintiff and/or its counsel has complied with all of their respective obligation(s) under the specific terms of the Note and Mortgage being foreclosed as well as any applicable Federal or State

statutes or regulations, including, but not limited to, the furnishing of any notices (where applicable) e.g. post referral loss mitigation solicitation letter and/or acceleration warning letter where applicable. Other than the answering Defendant(s) who specifically denied any allegation in Plaintiff's Complaint, all allegations in the Complaint of Plaintiff are deemed admitted.

According to the records of Plaintiff and its counsel, neither Plaintiff nor its counsel is aware of any party to this action currently being on active duty or recently discharged. The Notice of Hearing issued by Counsel for Plaintiff specifically requests any defendant eligible under the SCRA contact Plaintiff's counsel. Counsel for Plaintiff shall be entitled to recover its charges from Plaintiff for this Certification/Report to the Court as part of its professional duties in prosecuting this action.

According to the records of Plaintiff and its counsel, neither Plaintiff nor its counsel is aware of any party to this action currently being under the protection of the United States Bankruptcy Court. Any demand for a deficiency is not applicable if a party has received a discharge in bankruptcy during the life of the mortgage, or is currently under the active protection of the bankruptcy courts. Moreover, any party to this action who is discharged borrower to the debt of Plaintiff shall not be subject to and is specifically excluded from both the calculation and collection of any amounts due and owing to Plaintiff, as required by Rule 71(a) of the South Carolina Rules of Civil Procedure. Counsel for the Plaintiff shall be entitled to recover its charges from Plaintiff for this Certification/Report to the Court as part of its professional duties in prosecuting this action.

From the business records provided to my office by Plaintiff and/or from examination of the records from the county where in this property is situated, I found that on August 22, 2003, Robert W. Wazney gave a certain promissory note unto Midland Mortgage Corporation in the principal amount of \$78,603.00, together with interest thereon at the rate of 5.50000% per annum, said principal and interest being payable in monthly installments of \$446.30, commencing on October 1, 2003.

I offer a copy of the original note in evidence.

NOTE IDENTIFIED, OFFERED AND RECEIVED
IN EVIDENCE AS EXHIBIT A.

I call attention to the provisions of the note with reference to default and to payment of costs and attorney's fee.

On the same date, August 22, 2003, Robert W. Wazney gave a certain written mortgage unto Midland Mortgage Corporation, 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, which property is situate in Sumter County, South Carolina.

Thereafter, on September 4, 2003, the mortgage was recorded in the Office of the Register of Deeds/Clerk of Court for Sumter County, South Carolina in Book 906, at Page 1628.

I offer a copy of the original mortgage in evidence.

MORTGAGE IDENTIFIED, OFFERED AND
RECEIVED IN EVIDENCE AS EXHIBIT B.

Thereafter, said Mortgage was assigned to Chase Manhattan Mortgage Corporation by assignment instrument dated August 22, 2003 and recorded September 4, 2003 in Book 906 at Page 1636. Thereafter, by virtue of a series of corporate mergers, Chase Manhattan Mortgage Corporation merged into Chase Home Finance LLC; thereafter, Chase Home Finance LLC merged into JPMorgan Chase Bank, National Association with JPMorgan Chase Bank, National Association being the surviving entity.

I offer a copy of the assignment in evidence.

ASSIGNMENT IDENTIFIED, OFFERED AND
RECEIVED IN EVIDENCE AS EXHIBIT C.

Pursuant to the attorney's search and report on title heretofore accomplished by Counsel for Plaintiff as well as upon information and belief, any other Defendants named in this action claim or may claim a subordinate lien or junior interest upon or in the subject property, and therefore in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien or claims will be determined at a hearing subsequent to the sale, in accordance with the Circuit Court Rules 53 and/or 71.

Pursuant to and specifically in reliance thereon to the business records of Plaintiff and most particularly the Evidence of Debt submitted herewith, we report that there is due and owing on Plaintiff's note and mortgage as of November 1, 2015, the principal sum of \$56,965.71, together with interest thereon from October 1, 2015 at the rate of 5.500% per annum plus the deferred escrow advances, late charges, property preservation, as set out in the attached statement or Affidavit of Indebtedness as well as proposed attorney fees and costs. At this time Plaintiff would respectfully direct the Court's attention to the provisions of the Mortgage Note and Mortgage regarding the assessment of attorney's fees and costs and would show that it wishes to recover the sum of \$0.00 by way of filing fees and service costs on the judicial collection of this note and mortgage debt prior to the hearing. In light of the Evidence of Debt Owed to Plaintiff submitted herewith as requested recovery of fees and costs provided for by the Note and Mortgage instruments. Plaintiff has, pursuant to its business records, calculated and proposed a total debt in the amount of \$61,245.39 through December 13, 2016 including proper attorney fees and costs.

I offer a copy of the Evidence of Debt Owed to Plaintiff in evidence.

EVIDENCE OF DEBT IDENTIFIED, OFFERED AND
RECEIVED INTO EVIDENCE AS EXHIBIT D.

More particularly and consistent with the laws of this state in the awarding of attorney fees, this trial court must consider six (6) factors (none of which factors is controlling in the singular) as follows: (1) the nature, extent and difficulty of the legal service rendered; (2) the time and labor necessarily devoted to the case; (3) the professional standing of counsel; (4) the contingency of compensation; (5) the fee customarily charged in the locality for similar legal services; and (6) the beneficial results obtained. In addition, Plaintiff's Counsel does further herein report that it is billing a minimum of \$0.00 to Plaintiff for all uncontested and routine matters plus costs as well as additional fees/costs for any services outside of the contemplated routine and uncomplicated ones. This Court therefore finds that it has examined all of the cited factors and fee reports of counsel in its award of attorney fees and does hereby award the attorney fees as set forth in the Judgment of Foreclosure and Sale to be filed.

Jurisdiction over the fee award shall be reserved as granted in the Order of Reference with the right to re-visit the question of attorney fees should the action proceed in an unexpected way and/or to facilitate the assessment and payment of any such correct or additional professional compensation.

Demand was made upon the Defendants, JPMorgan Chase Bank, National Association, but payment has not been received and Plaintiff does herein accelerate the entire amount due and owing under its Note and Mortgage.

By the Complaint, Plaintiff specifically has instructed its attorney(s) to waive any right to a personal or deficiency judgment in the complaint and/or at this hearing and this waiver is herein made.

SCOTT AND CORLEY, P.A.

S/Jessica Corley, P.A., SC Bar 80470

Ronald C. Scott, SC Bar #4996	Allison E. Heffeman, SC Bar #68530
Reginald P. Corley, SC Bar #69453	Matthew E. Rupert, SC Bar #100740
Angelia J. Grant, SC Bar #78334	William P. Stork, SC Bar #100242
Vance L. Brabham, III, SC Bar #71250	Louise M. Johnson, SC Bar #16586
Jessica S. Corley, SC Bar #80470	Tasha B. Thompson, SC Bar #76415

ATTORNEYS FOR PLAINTIFF

2712 Middleburg Drive, Suite 200
Columbia, SC 29204
803-252-3340

Columbia, SC 29204
803-252-3340

All taxes have been paid through the year 2015

There are no paving or other special assessments against the property.

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

JPMorgan Chase Bank, National Association,

PLAINTIFF,

VS.

Robert W. Wazney

DEFENDANT(S),

(160268.00223)

IN THE COURT OF COMMON PLEAS

CASE NO. 2016-CP-43-00733

RECORD OF
SUPPLEMENTAL HEARING

DEFICIENCY WAIVED

Sumter, South Carolina - June 14, 2018 at 12:00 PM

Pursuant to the Order of Reference granted in the above entitled case, a hearing was held before The Honorable Howard P. King as Interim Master in Equity for Sumter County on June 14, 2018, attended by counsel as follows:

APPEARANCES: H. Guyton Murrell, Esquire
Scott and Corley, P.A.
Attorneys for Plaintiff

RECORD OF SUPPLEMENTAL HEARING BY TIFFANY HARTWICK

PURSUANT to Rule 53, SCRCP, the above matter was taken up on Supplemental Hearing by the undersigned to take any additional testimony arising under the pleadings and to add to the undersigned's findings of fact and conclusions of law, as set out and filed in this Court's Order and Judgment of Foreclosure and Sale heretofore entered in this matter. As stated in the original Order of Reference, this Court shall have the authority to enter a final judgment in the cause, with any appeal therefrom to be directed to the State of South Carolina Court of Appeals.

Pursuant to the aforementioned Master in Equity's Report and Judgment of Foreclosure and Sale, the subject property was ordered to be sold and Plaintiff has requested that the property be sold.

WHEREUPON, COUNSEL FOR PLAINTIFF DOES HEREIN REPORT AS FOLLOWS:

I am an attorney for Plaintiff in this action and report upon information and belief and the best of my knowledge as follows:

Plaintiff and/or its Counsel have complied with all applicable state and federal orders, laws, or rules.

Pursuant to and specifically in reliance thereon to the business records of Plaintiff and most particularly the Affidavit of Indebtedness submitted herewith, we report that there is due and owing on Plaintiff's note and mortgage as of November 1, 2015, the principal sum of \$56,965.71, together with interest thereon from October 1, 2015 at the rate of 5.50% per annum plus the deferred escrow advances, late charges, property preservation, as set out in the attached statement or Affidavit of Indebtedness as well as proposed attorney fees and costs. At this time Plaintiff would respectfully direct the Court's attention to the provisions of the Mortgage Note and Mortgage regarding the assessment of attorney's fees and costs and would show that it wishes to recover the sum of \$2,896.51 by way of filing fees and service costs on the judicial collection of this note and mortgage debt prior to the hearing. In light of the Evidence of Debt Owed to Plaintiff submitted herewith as requested recovery of fees and costs provided for by the Note and Mortgage instruments. Plaintiff has, pursuant to its business records, calculated and proposed a total debt in the amount of \$81,318.29 through June 30, 2018 including proper attorney fees and costs.

I offer a copy of the Evidence of Debt Owed to Plaintiff in evidence.

EVIDENCE OF DEBT IDENTIFIED, OFFERED AND
RECEIVED INTO EVIDENCE AS EXHIBIT A.

I also offer the following additional documents into evidence to further support the total judgment debt owed to Plaintiff:

Affidavit of Attorneys Fees attached as Exhibit B.

Certification of Costs attached as Exhibit C.

Notice of Hearing attached as Exhibit D.

ALL DOCUMENTS IDENTIFIED, OFFERED AND
RECEIVED INTO EVIDENCE.

In the event that Plaintiff's counsel is called upon to render additional services, counsel may be entitled to additional compensation which shall also constitute a component of the debt secured by the Note and Mortgage. Jurisdiction over the fee award shall be reserved to facilitate the assessment and payment of any such supplemental compensation.

By the Complaint, Plaintiff specifically has instructed its attorney(s) to waive any right to a personal or deficiency judgment in the complaint and/or at this hearing and this waiver is herein made.

SCOTT AND CORLEY, P.A.

Review by: s/ H. Guyton Murrell

Ronald C. Scott (rons@scottandcorley.com), SC Bar #4996
Reginald P. Corley (reggiec@scottandcorley.com), SC Bar #69453
Angelia J. Grant (angig@scottandcorley.com), SC Bar #78334
Jessica S. Corley (jessicac@scottandcorley.com), SC Bar #80470
Allison E. Heffernan (allisonh@scottandcorley.com), SC Bar #68530
Matthew E. Rupert (matthewr@scottandcorley.com), SC Bar #100740
William P. Stork (williams@scottandcorley.com), SC Bar #100242
Louise M. Johnson (ceasiej@scottandcorley.com), SC Bar #16586
Tasha B. Thompson (tashat@scottandcorley.com), SC Bar #76415
H. Guyton Murrell (guytonm@scottandcorley.com), SC Bar #64134

ATTORNEYS FOR THE PLAINTIFF
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
803-252-3340

All taxes have been paid through the year 2017

There are no paving or other special assessments against the property.

Exhibit M
(July 16, 2018 Motion to Alter or Amend)

STATE OF SOUTH CAROLINA
County of Sumter

RECORDED

IN THE COURT OF COMMON PLEAS

2018 JUL 16 PM 1:39

JPMorgan Chase Bank,
National Association,

JAMES B. CAMPBELL
CLERK OF COURT
Plaintiff, SUMTER COUNTY, SC OR AMEND

v.

Robert W. Wazney,

Defendant.

Case No. 2016-CP-43-00733

AFFIDAVIT

COMES NOW, Robert William Wazney, Defendant, being duly sworn
deposes and says:

"I am in receipt of the Courts Judgments(attached) dated June 14,
2018 which I received July 9, 2018 (attached). This Motion comes pursuant
Rule 59(e) SCRCP because the Court has overlooked credible issues raised and
presented by the Defendant and failed to rule upon them, such as:

- (1) I was not permitted opportunity to attend the proceeding
held June 14, 2018 in Common Pleas Court so I may bring
my complaints and my defenses and objections to above
Plaintiffs standing and service of applicable banking or
consumer laws and any other litigation; in violation of my
1st and 14th Amendment United States Constitutional Rights
and applicable S.C. Constitutional rights; (attached pp.6-10)
- (2) The Court has not ruled upon my Motions issued and presented
to the Court e.g. attached Complaint;
- (3) The Court has not supplied me with requested transcripts
of its proceedings so as I may to properly perfect appeal
upon its prior error(s);
- (4) I have denied Plaintiffs allegations in this case because
Plaintiff has violated terms of our agreement;
- (5) I have reason to believe the Courts Clerk has not performed
its duty to file my Motions with the Court and Motions
were not available when the Court rendered its June 14,
2018 judgement;
- (6) There is pending appeal and bankruptcy actions regarding
this case.

There is a need to correct clear error(s) of law and facts(s) to prevent manifest injustice. I feel I am entitled to redress in this action. Also, the Court has been deprived of my pure speech. I request the Judge to reconsider matters properly encompassed in the Courts decision on the merits.

In support of my claims, I declare under penalty of perjury the foregoing is true and correct."

July 12, 2018

/s/

Robert William Wazney
990 Wisacky Highway
Bishopville, SC 29010
Indigent, Pro se, Defendant

SWORN or affirmed to and subscribed before me this 12 day of July, 2018.

Wanda Greene
Notary Public

My Commission Expires: 9-29-2027

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SUMTER COUNTY
Court of Common Pleas

Richard L. Booth, Master in Equity

Appellate Case No. 2018-001505

RECEIVED
OCT 02 2018
SC Court of Appeals

JP Morgan Chase Bank National Association, ...

Respondent,

v.

Robert W. Wazney, ...

Appellant.

PROOF OF SERVICE

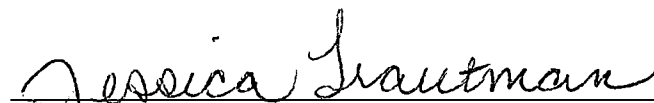
I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for JPMorgan Chase Bank National Association, do hereby certify that I have served all parties in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Pleadings:

Notice of Appearance
Motion to Dismiss Appeal

Party Served:

Robert Wazney, Pro Se
F21139 363679
Lee Correctional Institution
990 Wisacky Highway
Bishopville, SC 29010-2021


Jessica Trautman
Administrative Assistant

Columbia, South Carolina
October 2, 2018



Nicholas A. Charles
T 803.255.9663
nick.charles@nelsonmullins.com

NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AND COUNSELORS AT LAW

1320 Main Street | 17th Floor
Columbia, SC 29201
T 803.799.2000 F 803.256.7500
nelsonmullins.com

October 2, 2018

Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
1220 Senate Street
Columbia, SC 29201

RECEIVED

OCT 02 2018

SC Court of Appeals

RE: JPMorgan Chase Bank National Association v. Wazney, Robert W.
Appellate Case No. 2018-001505
Our File No. 011281/02652

Dear Ms. Kitchings:

Please find enclosed for filing an original and one copy of a Notice of Appearance, and an original and seven copies of our Motion to Dismiss Appeal on behalf of JPMorgan Chase Bank National Association. We would ask that you file the originals and return the clocked-in copies to us via our courier.

By copy of this letter to Mr. Wazney, we are hereby serving him with a copy of the Notice of Appearance and the Motion to Dismiss the Appeal.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Nick Charles', with a stylized flourish at the end.

Nicholas A. Charles

NAC:jlt
Enclosures

cc: Robert W. Wazney, Pro Se (w/enclosures)