

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY

Charles B. Simmons, Jr., Master in Equity Judge

Case No. 2018-001515

Lakeview Loan Servicing, LLC,

Respondent

v.

Donna Boyd,

Appellant

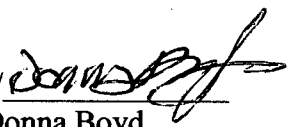
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DEC 21 2018

SC Court of Appeals

APPELLANT'S PETITION FOR REHEARING

s/


Donna Boyd

Post Office Box 1168

Mauldin, South Carolina 29662

773:266.2711

Pro Se

The Appellant now submits its Petition for Rehearing under Rule 240 of the South Carolina Appellate Court Rules and shows this Honorable Court the following:

The Appellant asserts that it is difficult to petition for a rehearing when the Appellant denied a "Hearing" and denied an opportunity to perfect her appeal. So, the Appellant motions for a "hearing" and request that this court affords the Appellant "Due Process" as afforded under the Fourteenth Amendment to the U.S. Constitution, which provides, in part that no state may deprive any person of life, liberty, or property, without due process of law." This provision interpreted as requiring the states to assure that the disputant receives "that fundamental fairness essential to the very concept of fairness essential to the very concept of justice" **Lisenba v. California, 314 U.S. 219, 236, 62 S.Ct. 280, 86 L.Ed. 166 (1941).**

On **July 27, 2018**, the Appellant appealed the order [judgment] of the Honorable Charles B. Simmons, Jr. dated July 16, 2018, but filed July 17. The Appellant did not receive written notice of the order [judgment] before evicted from her home on July 16 and July 17, 2018. Also, the Appellant checked the record on July 24, 2018, and provided a copy of the "ORDER" from the clerk of court. On August 16, 2018, the Appellant called the South Carolina Court of Appeals to check the status of her appeal. The Appellant said that she filed a notice of appeal with the Greenville County Clerk of Court on July 27, 2018, and concerned that she had not received a response from the court. The Clerk did not see the notice of appeal in the record and asked if the Appellant served the SCCOA. The Appellant informed by the clerk that she only needed to file the notice of appeal with that court.

The Appellant also informed the court that she served Counsel of Record: Riley Pope & Laney, LLC on **July 27, 2018**. The Clerk stated that the Appellant needed to serve the SCCOA, and since the Appellant served opposing counsel within the ten (10) days, notice requirement met. The Clerk requested that the Appellant fax the court a copy of the notice of appeal. On August 16, 2018, the Appellant faxed a copy of the notice of appeal and sent the One Hundred (\$100) filing fee. The Appellant notes that she did not address the notice of appeal to the attention to any particular attorney on July 27, 2018, because there was no specific counsel listed in the record.

The Appellant received correspondence dated August 22, 2018, informing the Appellant that the Court accepted the Appellant's notice of appeal, and the case assigned appellate case number **(2018-001515)**. Further, the Appellant received correspondence dated **August 27, 2018**, informing that the time for ordering the transcript expired. Also, requested that the Appellant within ten **(10) days** of the dated letter, the Appellant must file a copy of the letter showing that the Appellant ordered the transcript from the court reporter, along with a motion requesting permission to order the transcript outside of the filing deadline set by Rule 207 of the SCACR. Also, the Appellant instructed to copy the Court, the Office of Court Administration and opposing counsel with all correspondence concerning the transcript.

Significantly, the Court asserted that the Appellant's appeal would be dismissed if no motion made within ten days of the date of this letter. The Appellant called the South Carolina Court of Appeals on August 29, 2018, and informed that she spoke with Master-in-Equity on August 17, 2018. Also, the Appellant said that she inquired of the transcripts for the mortgage foreclosure, eviction proceedings, and Judge Simmon's LETTER dated July 16, 2018. The Appellant informed that there were no "Transcripts" about these matters. But, the Appellant told that the only foreclosure "**ORDER**" dated **August 12, 2016**, and the most recent ORDER is a supplemental order dated **January 19, 2018**.

The Appellant requested to put this information in a letter and cc the court and opposing counsel. On **August 31, 2018**, the Appellant faxed a letter to the South Carolina Court of Appeals informing that the Appellant on **August 17, 2018**, called Master-in-Equity to request the **Transcript(s)** about mortgage foreclosure, eviction proceedings, and the LETTER dated July 16, 2018, and told that there were no transcripts available.

The Appellant received a letter dated **September 7, 2018**, informing the Appellant that Mr. Wlodarczyk **required** to provide written confirmation that the **transcript is either not available or is not needed to perfect the appeal**. Also, the Respondent needed to confirm his position about the transcript **within (10) days of the letter dated September 7, 2018**, which made the deadline **September 17, 2018**.

Remarkably, the Appellant noted that the Respondent's correspondence dated **September 11, 2018**, but postmarked **October 3, 2018**. (**EXHIBIT 1, RILEY POPE & LANEY, OCTOBER 3, 2018**). The Respondent delayed providing written confirmation. Dubiously, the Respondent's response exceeded the required deadline by at least two weeks, and to no surprise, to the Appellant this court ignored this inexplicable delay. More importantly, the Appellant noted that the Respondent confirmed that there is no "Transcript" available asserting that it was an **"Informal Hearing."**

However, the Appellant noted that the Respondent failed to respond as to whether the "Transcript" needed to perfect the appeal. But, the Respondent immediately made a motion to dismiss the Appellant's appeal. Notably, the Appellant's has not filed her appeal because the Appellant waited for the Respondent to confirm with the court whether or not the "Transcript" needed to perfect the appeal.

Fast forward; the Appellant received correspondence dated **December 13, 2018**, informing that Appellant's appeal dismissed because (1) Appellant failed to timely appeal writ of assistance or the order and judgment for foreclosure and sale, and (2) the July 16, 2018 order on appeal is not appealable. First, the Appellant noted that the court delayed over two **(2) months** to rule on the Respondent's motion for dismissal. Next, the court made its decision without the record. So, it appeared that the court took the scant documents provided by the Respondent as the gospel truth and decided that it was unnecessary to consider any evidence presented by the Appellant. This Honorable Court demonstrated overt prejudice and failed to mete out justice, but that's par for the course.

More importantly, the court made its decision without affording the Appellant an opportunity to make her case, thus denying her due process. To the court's first assertion, the Appellant failed to timely appeal writ of assistance or the order and judgment for foreclosure and sale. After further inspection of the record, the Appellant noted that the Motion for Writ of Assistance dated and electronically filed on **May 16, 2018**, (Wednesday). And Judge Simmons **GRANTED THE MOTION three (3) business days later on May 21, 2018** (Monday).

The Respondent failed to provide timely "Notice" to the Appellant. Thus, the Appellant **DENIED** an opportunity to "Stay" the writ of assistance. Moreover, the Appellant asserts that the lack of timely notice should be frowned upon by the court since it contravened fundamental fairness. Fundamental Fairness is indistinguishable with due process. (**EXHIBIT 7A, MOTION FOR WRIT, MAY 16, 2018**).

Furthermore, Riley Pope & Laney, LLC (**Paralegal Donna Griffin, EXHIBIT 14A**) purposely delayed until **June 6, 2018**, to post the "Writ of Assistance" on the Appellant's door. Remarkably, the writ posted sixteen **(16) days** after the motion granted by Judge Simmons on May 21, 2018. After the writ posted on June 6, 2018,

the Appellant filed a letter in opposition to the “Writ” with the Clerk of Court on **June 12, 2018**, and informed Judge Simmons office that a request for “Stay” filed. However, the Appellant received no response to her request from the court. As stipulated in the ORDER, should the Defendant and/or occupant(s) of the property challenge Plaintiff’s right to possession, said Defendant and or/occupants, upon filing a motion to Stay “Writ of Assistance,” **shall be entitled to an expedited hearing**, but only after filing said motion with the Clerk of Court.

The Appellant also noted in the “ORDER” that not less than twenty-one **(21) days subsequent to said posting** or service, the Sheriff shall be authorized to enter upon the aforementioned premises, by force if necessary, and seize the said premises and remove therefrom any and all such persons who may be occupying the same, together with all their possessions, and to put the plaintiff in full, peaceful and quiet possession of the premises without delay, and thereafter, within ten **(10) days, make due Return to the Clerk of Court** for Greenville County, South Carolina showing how this Order has been executed. After the Appellant unlawfully evicted from her home on July 16 and July 17, notably, there is no due Return filed with the Clerk of Court.

The Appellant noted that after the writ posted on **June 6, 2018**, the Sheriff authorized to enter upon the Appellant’s property on **June 27, 2018**. However, Sheriff’s Deputies inexplicably delayed until July 12, 2018, to enter upon the Appellant’s premises. The Appellant noted in the “Writ” that the Sheriff should have the the discretion to extend the date of seizure, **but not more than 30 days from the date of servicing or POSTING: ABSENT A FURTHER ORDER. (EXHIBIT 7, WRIT, MAY 21, 2018).**

However, on **July 12, 2018**, Greenville County Deputies including (Tuten and Rimer) acting at the behest of Judge Simmons entered upon the premises, cut the front window screen, and threatened to break down the Appellant’s door. Deputy Tuten and Rimer said that the Plaintiff Lakeview Loan Servicing, LLC bid on the house on March 5, and received “Title” to the property on March 22, 2018, and that they were there to put the owner (Lakeview Loan Servicing, LLC) into rightful possession of the property.

And when the Appellant showed Greenville County real property documents supporting that the property purchased by the Secretary of Veterans Affairs on March 8, and that the Secretary of Veterans Affairs paid the \$184,910 acquisition payment on March 12, 2018, these deputies said that it appeared that they were working off “old paperwork.” Before leaving the Appellant’s premises, Greenville County Sheriff’s Deputies instructed the Appellant to request a “Stay” from Judge Simmons to resolve this discrepancy. Also, the “Inspector” for Vendor Resource Management (Assigned Property Manager for the Secretary of Veterans Affairs) apologized and replaced the cut front window screen.

And it’s interesting to note that when Deputies entered upon the Appellant’s premises on July 16, the “Inspector” failed to show and Greenville County Deputies, Sgt McNeely, and Deputy Tuten claimed that the “Inspector” failed to show due to illness. Notably, Greenville County Sheriff’s Deputies did not present an **“ORDER”** to evict on July 12, July 16 or July 17, 2018, and when the Appellant requested the order, deputies ignored the request.

And to the Court’s assertion that the Appellant failed to timely appeal the order and judgment for foreclosure. **The Appellant emphatically asserts that there was no foreclosure on March 5, 2018**, and conspicuously the record is void of a foreclosure order dated March 5. The record showed that Plaintiff Lakeview Loan Servicing, LLC purportedly bid on the Appellant’s home on March 5, 2018, and granted “Title” to the property on March 22, 2018. **(EXHIBIT 2, RILEY POPE & LANEY, LLC, APRIL 30, 2018, EXHIBIT 3, MASTER’S**

TITLE, MARCH 22, 2018). However, in the Respondent's motion to dismiss, the Respondent asserted that it granted the property to the Secretary of Veterans Affairs on **March 22, 2018. (EXHIBIT 25, RESPONDENT'S MOTION TO DISMISS, PAGE 5, OCTOBER 3, 2018).** Significantly, the Respondent's assertion contradicted the Respondent's earlier assertion that the Respondent granted the property to the Secretary of Veterans Affairs on **May 8, 2018. (EXHIBIT 25, PAGE 2).**

However, before Lakeview Loan Servicing, LLC allegedly received "**Title**" to the property on **March 22, 2018,** it prematurely sold the property to the Secretary of Veterans Affairs on **March 8, 2018.** Additionally, Lakeview Loan Servicing, LLC received a \$184,910 acquisition payment from the Secretary of Veterans Affairs on **March 12, 2018.** The Appellant noted that the court asserted that the Plaintiff Lakeview Loan Servicing, LLC paid the acquisition payment of \$184,910 on March 18, 2018. (**EXHIBIT 3A, TAXATION OF COSTS, SUSPICIOUSLY ELECTRONICALLY FILED MAY 3, 2018).**

But when the Appellant spoke with the Secretary of Veterans Affairs on **March 14, 2018, and May 8, 2018,** it asserted that it paid the acquisition payment on **March 12, 2018.** And to further support that the Secretary of Veterans Affairs owned the property, notably, Tim Harris, the assigned agent for VRM placed a letter in the Appellant's door jam on **March 13, 2018,** informing the Appellant that her property owned by the Secretary of Veterans Affairs through loan termination. So, it is deducible that the Secretary of Veterans Affairs paid the acquisition payment, not the Plaintiff Lakeview Loan Servicing, LLC as asserted in the record. (**EXHIBIT 6, VRM NOTICE, MARCH 13, 2018, EXHIBIT 3A, TAXATION OF COSTS).**

Further, the Secretary of Veterans Affairs confirmed that the property was in its custody and that it was obligated to step in on behalf of the Appellant since it guaranteed the Appellant's loan. Also, when the Appellant again informed the Secretary of Veterans Affairs of the issues with the "**Title,**" the VA said if Lakeview Loan Servicing, LLC could not convey "**Clear Title**" in sixty (60) days (**May 8, 2018)** it would reject the sale. Also, the Secretary of Veterans Affairs reiterated on May 8, 2018, that it purchased the property on March 8, and paid the acquisition payment on March 12. Also, said that if Lakeview Loan Servicing, LLC claimed to own the property still then a refund was due to the Secretary of Veterans Affairs.

Remarkably, "**Clear Title**" due **May 8, 2018,** but Lakeview Loan Servicing did not provide "**Title**" to the Secretary of the Veterans Affairs until **July 17, 2018,** coincidentally, the same date the Appellant unlawfully ousted from her home. Also, the Appellant noted that the "**Special Warranty Deed**" dated **May 8, 2018,** but filed **May 11, 2018.** Notably, Riley Pope & Laney, LLC (Paralegal Donna Griffin) called the Appellant's private residence on **May 8, 2018, saying that she needed to make sure that, "You not living there or living there?"** The Appellant's residential number is unpublished. (**EXHIBIT 5, RECORDING, MAY 8, 2018).**

The "**Deed**" in the record for more than two (2) months, but the Respondent unjustifiably delayed more than two months to provide the deed to the Secretary of Veterans Affairs. Ridiculously, the Appellant got a copy of the "**Special Warranty Deed**" from county real property records on **July 2,** before the Secretary of Veterans Affairs received the "**Deed**" on **July 17, 2018.**

Notably, the record showed that the most recent foreclosure order dated **August 12, 2018, almost two years earlier.** Remarkably, the **ORDER** asserted that the loan is not subject to the Supreme Court of South Carolina's Administrative Order **2011-05-02-01** because the property is not an owner-occupied dwelling as defined in Paragraph A.(3) of said Order. (**EXHIBIT 17, MASTER'S ORDER AND JUDGMENT OF FORECLOSURE SALE, AUGUST 11, 2016).**

However, in Paragraph A.(3) of the Order, "Owner-Occupied dwelling" defined as mortgaged real property that is the principal residence of any mortgagor. **(EXHIBIT 17A-1, 17A-2, THE SUPREME COURT OF SOUTH CAROLINA, ADMINISTRATIVE ORDER, PAGE 1, A(3)).** Greenville County real property documents and other records show that the property located at 6 Pelham Townes Drive is the principal and only residence of the Appellant since January 7, 2008. The Appellant also noted that attorneys for Lakeview Loan Servicing, LLC allegedly sent private foreclosure information to addresses the Appellant did not or had not resided. It is worthy to note that there was no foreclosure hearing before the Respondent foreclosed upon the Appellant's home on March 5, 2018. The hearing held on January 18, 2018, was a supplemental hearing, and when the Appellant spoke with Master-in-Equity on August 17, 2018, the Appellant informed that the purpose of this hearing was to update the debt figures for the foreclosure initiated on **August 11, 2016. (EXHIBIT 17-17A, SUPPLEMENTAL HEARING, JANUARY 18, 2018).**

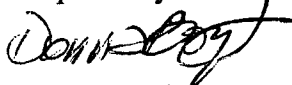
The Appellant discovered that foreclosure attorneys and Judge Simmons gave the appearance that the Appellant abandoned her home and that they made attempts to serve notice upon the Appellant as required by the ORDER. Also, more importantly, foreclosure attorneys and Judge Simmons gave the appearance that their actions accord with the requirements of the Administrative Order. Notably, foreclosure attorneys and Judge Simmons calculatedly failed to provide notice of foreclosure intervention and fabricated an LIE to deny the Appellant an opportunity to qualify for foreclosure intervention on August 11, 2016. And in 2017 and January 18, 2018, foreclosure attorneys and Judge Simmons again failed to inform the Appellant of foreclosure intervention.

Based on the actions or inactions of the Court, is the Appellant to conclude that the "law" does not apply to the Court. Therefore, the Court has the unfettered right to mete out justice as it so wills arbitrarily. If so this is tyranny in its purest form.

CONCLUSION

Based on the previous the Appellant move this Court to reconsider its decision and grant a rehearing (hearing) in the case.

Respectfully submitted,



Donna Boyd
P.O. Box 1168
Mauldin, SC 29662
773.266.2711
Pro Se

November 21, 2018.

cc: South Carolina Court Administration
cc: Damon C. Wlodarczyk

**THE STATE OF SOUTH CAROLINA
In the Court of Appeals**

APPEAL FROM GREENVILLE COUNTY

Charles B. Simmons, Jr., Master in Equity Judge

Case No. 2018-001515

Lakeview Loan Servicing, LLC,

Respondent,

v.

Donna Boyd,

Appellant.

CERTIFICATE OF SERVICE

I do hereby certify that I served the Appellant's Petition for Rehearing upon the parties below herein by personal service on December 21, 2018.

**Riley Pope & Laney, LLC
Damon C. Wlodarczyk, Esquire
2838 Devine Street
Columbia, South Carolina 29205
Telephone: (803) 799.9993**

South Carolina Court Administration,

Re: Lakeview Loan, Respondent vs. Donna Boyd, Appellant
Appellate Case No.: 2018-001515

Attention: The Honorable Donald W. Beatty, Chief Justice

The following is a response to Respondent's correspondence submitted on October 3, 2018. The Appellant noted that under Rule 207, SCACR, Respondent required to provide written confirmation that the transcript is either not available or is not needed to perfect the appeal. Also, Respondent requested to provide written confirmation of his position about the transcript within ten (10) days of the letter dated September 7, 2018, which made the deadline **September 17, 2018**.

Remarkably, the Appellant noted that Respondent's correspondence dated **September 11, 2018**, but postmarked **October 3, 2018**. (**EXHIBIT 1, RILEY POPE & LANEY, OCTOBER 3, 2018**). The Respondent delayed providing written confirmation. Dubiously, the Respondent's response exceeded the required deadline by at least two weeks, and to no surprise, the Court ignored this blatant delay. More importantly, the Appellant noted that the Respondent confirmed that there is no transcript available, asserting that it was an **"Informal Hearing."**

However, the Appellant noted that the Respondent failed to respond as to whether the "Transcript" needed to perfect the appeal. The Appellant strenuously asserts that this so-called informal hearing held on **July 16, 2018**, resulted in the unlawful eviction of the Appellant from her principal residence of almost eleven (11) years. But the Respondent instead made a motion to dismiss the Appellant's appeal. Notably, the Appellant has not yet filed her appeal with this honorable court.

To the Respondent's assertion that the property granted to the Secretary of Veterans Affairs on **May 8, 2018**, the Appellant asserts that this is not true and that her property granted to the VA on **March 8, 2018**. The Appellant spoke with Mr. Richardson with the Department of Veterans Affairs on May 8, 2018. Specifically, the Appellant talked to him about a letter from Riley Pope & Laney, LLC, dated **April 30, 2018**. (**EXHIBIT 2, RILEY POPE & LANEY, APRIL 30, 2018**). The LETTER stated that Lakeview Loan Servicing assumed ownership of the property on **March 22, 2018**. Mr. Richardson said there was a transfer of custody, meaning house given (conveyed) to the VA at the time of sale, which was **March 8, 2018**. And the VA paid an acquisition payment of **\$184,910 on March 12, 2018**.

Further, the letter said that a Foreclosure Deed issued on March 22, 2018, transferring title to Lakeview Loan Servicing, LLC. Mr. Richardson said that he did not see anything like that in the record. Mr. Richardson said that the sale held on March 5th, and the successful bidder was the holder, i.e., mortgage company (Lakeview Loan Servicing, LLC) for \$184, 910, and then VA **purchased the property for that amount a few days later (March 8th).**

Notably, the Master's Title asserted that the Grantee (Lakeview Loan Servicing, LLC) paid the \$184, 910 for the property on March 18, 2018. (EXHIBIT 3, MASTER'S TITLE, MARCH 22, 2018 AND EXHIBIT 3A TAXATION OF COSTS, MARCH 18, 2018).

Notably, the Taxation of Costs dated around March 18, but suspiciously electronically filed May 03, 2018. The Appellant further noted that Master's Title signed March 22, 2018, **but not electronically filed.**

However, documentation showed that the Secretary of Veterans Affairs paid Lakeview Loan Servicing, LLC that amount for the property on **March 12, 2018. Additionally, on March 13, 2018, a notice placed in the Appellant's front door jam informing her that the Secretary of Veterans Affairs owned the property. Also, the Appellant noted that M&T Bank Mortgage account closed through loan termination on March 5, 2018. (EXHIBIT 6A, TRANSUNION, MARCH 5, 2018). Additionally, it is worthy to note that the homeowner's insurance policy canceled by M&T Bank on July 23, 2018, on a few days after the Appellant evicted from her home.**

So this confirmed what the VA said on March 14 and later dates that it paid the acquisition payment of \$184,910 on March 12, 2018. Also, M&T Bank confirmed through a letter dated June 29, 2018, that VA paid the requisite payment. Further, M&T Bank said it would not seek the remaining balance (\$45693.85) from the Appellant or the VA. **(EXHIBIT 6, VRM NOTICE, MARCH 13, 2018 AND EXHIBIT 4, VA DEFICIENCY WAIVER LETTER, JUNE 29, 2018).**

The Appellant stressed to Mr. Richardson that the letter dated April 30, 2018, stated that the house conveyed to Lakeview Loan Servicing, LLC on March 22, 2018, and that there is no later conveyance mentioned in the letter. Mr. Richardson reiterated that the house was in VA custody and thought perhaps the letter late getting to the Appellant. Further, Mr. Richardson said that he did not have any records showing past that convey date of March 8th to the VA. **(EXHIBIT 5, MAY 8, 2018, RECORDING).**

After speaking with the VA, the Appellant called Riley Pope & Laney, LLC and talked with Donna who said that she called the Appellant's private residence earlier. The Appellant don't know how the law firm discovered her private number. The Appellant later noted that Donna F. Griffin is a paralegal for Riley Pope & Laney, LLC. Also, the electronically filed "Writ of Assistance" request dated May 21, 2018, signed by Ms. Griffin.

Further, Donna said that they were about to proceed with the eviction, and she needed to make sure that, "You not living there or living there?" Also, asked if the Appellant contacted by VRM Agent (Tim Harris) regarding cash for keys. She believed that the bank offered the Appellant cash for keys and asked if agent reached out to the Appellant.

The Appellant informed Donna that she spoke with the Department of Veterans Affairs earlier and it said that it purchased the house on **March 8, 2018**. It was apparent that the Appellant's remarks caught her off guard. She nervously said, "Correct!" Then curiously said, "It goes through the bank, and now the VA owns it." **"SO THE VA ASSIGNED US TO DO THE EVICTION."** However, the Appellant noted that the letter dated April 30, 2018, indicated that the law firm (Riley Pope & Laney, LLC) retained by Lakeview Loan Servicing, LLC, not the Secretary of Veterans Affairs. **(EXHIBIT 2)**.

Further, the Appellant said that Lakeview Loan Servicing was the **successful bidder**, and she said, "Correct." Also, Donna said, **"And they after the sale assign it over to the VA, but either way it doesn't really effect anything it's a matter of whether the VA or Lakeview WHOEVER THE PLAINTIFF IS THEY'RE PROCEEDING WITH THE EVICTION."** However, the Appellant noted in the letter dated April 30, 2018, that the Plaintiff is Lakeview Loan Servicing, LLC, not the Secretary of Veterans Affairs. **(EXHIBIT 2, EXHIBIT 5, RECORDING, MAY 8, 2018)**.

Further, the Appellant noted that there was no mention of the VA in the letter dated April 30, 2018. Moreover, the April 30th letter does not indicate that Riley Pope & Laney, LLC is acting at the behest of the Secretary of Veterans Affairs or Vendor Resource Management (VRM) the assigned property manager. The Appellant asked Ms. Griffin how they were able to convey "Clear Title" to the VA despite the deficiencies on the title.

Ms. Griffin said, "She did not understand what the Appellant meant and how is it not a clear title?" The Appellant asserted the issues with the title. Also, the Appellant said that she informed the VA several times about the problems on the title. And the VA said **if the title is not clear, Lakeview Loan Servicing, LLC could not convey clear title to the VA, and it would reject the sale.**

She said, "It's a process, and if something is not cleared up in the foreclosure process, **typically, I don't know what title issues you're talking about.**" The Appellant further stated that these issues were in the record since 2009. Donna said, "She did not know what was going on with the TITLE, but at this point and time, **THE PROPERTY HAS ALREADY BEEN SOLD, PROPERTY WENT BACK TO THE BANK, AND WE ARE NOW IN THE EVICTION STAGE.**" **(EXHIBIT 5, RILEY POPE & LANEY, LLC, MAY 8, 2018, RECORDING)**.

Donna contradicted herself. Earlier in the conversation, she was doing the eviction for the VA, and now she's claiming the property went back to the bank, and they (Bank) are moving forward with the eviction. Ms. Griffin knew that to evict, Lakeview Loan Servicing, LLC must have

ownership of the property. But, the record showed, and the (VA) said that the transfer of custody given to the VA at the time of sale on **March 8, 2018**, and that it paid an acquisition payment of \$184,910 on March 12, 2018. The Appellant also noted that a "Notice" was placed in her door jam on March 13, 2018, informing the Appellant that her home owned by the Secretary of Veterans Affairs. (**EXHIBIT 6, VRM, NOTICE, MARCH 13, 2018**).

The Appellant also noted that Donna said that the property had already sold which confirmed why there was this mad rush to evict the Appellant from her home. Further, Donna's remark echoed by deputies who came to evict the Appellant on July 12, 2018. The Appellant said that she would call the VA because they were saying something different. Donna said they would proceed with the eviction before the Appellant disconnected the call. (**EXHIBIT 5, RILEY POPE & LANEY, RECORDING, MAY 8, 2018**).

It is worthy to note that Donna said on May 8th that they were starting the eviction process but delayed until **May 21, 2018**, to electronically file the "Writ of Assistance." (**EXHIBIT 7, WRIT, MAY 21, 2018**). Also, the Appellant noted that Riley Pope & Laney, LLC motioned for "Writ Of Assistance" on **May 16, 2018** (Wednesday). And Judge Simmons **GRANTED THE MOTION** only three (3) business days later on **May 21, 2018** (Monday). The Appellant **DENIED** an opportunity to "Stay" the writ of assistance. (**EXHIBIT 7A, MOTION FOR WRIT, MAY 16, 2018**).

Furthermore, Donna (Riley Pope & Laney, LLC) suspiciously delayed until **June 6, 2018**, to post the "Writ of Assistance" on the Appellant's front door. Remarkably, the Writ posted on the Appellant's front door sixteen (16) days after the motion granted by Judge Simmons. The Appellant noted that almost one (1) **month** passed since she spoke with the law firm on May 8, 2018. Moreover, the April 30th LETTER asserted that Lakeview Loan Servicing granted ownership of the property on March 22, 2018, so why would Lakeview Loan Servicing delay almost four (4) **months** (July 17) to take possession of the property?

Also, why would Lakeview Loan Servicing, LLC bid on a house that allegedly owned since August 2013? The Appellant strenuously asserts that Lakeview Loan Servicing, LLC did not possess the title when it reportedly bid and foreclosed upon the property on **March 5, 2018**. Further, Lakeview could not bid and foreclose on the Appellant's house on the same day (March 5) since it did not possess "Title" on March 5, 2018. Thus, Lakeview Loan Servicing could not transfer title to the Secretary of Veterans Affairs on March 8, 2018. The Appellant asserts that Lakeview Loan Servicing bid on the property on March 5th to give the appearance that it had ownership of the property before it conveyed it to the Secretary of Veterans Affairs on March 8, 2018.

And when the Secretary of Veterans Affairs paid the acquisition payment (\$184,910) on March 12, 2018, Lakeview Loan Servicing on March 18th paid those proceeds (\$184,910) to subservicer (M&T Bank) to pay off the loan. (**EXHIBIT 3A TAXATION OF COSTS**,

ELECTRONICALLY FILED MAY 3, 2018). Notably, Respondent stated that the house granted to the Secretary of Veterans Affairs on May 8, 2018.

However, the Taxation of Costs showed that Plaintiff Lakeview Loan Servicing allegedly paid \$184, 910 on March 18, 2018. Moreover, if Lakeview Loan Servicing, LLC paid \$184, 910 on March 18, as Lakeview asserts, what did the Secretary of Veterans Affairs pay to acquire the property on March 8th or any later date (May 8)? Strangely, the record is VOID of any financial transactions between Lakeview Loan Servicing, LLC and the Secretary of Veterans Affairs.

And to add further suspicion, the taxation of costs electronically filed on **May 3, 2018**, only five **(5) days** before the property according to the Respondent transferred to the Secretary of Veterans Affairs on **(May 8, 2018)** which is impossible since there are no transactions in the record between Lakeview Loan Servicing, LLC and the Secretary of Veterans Affairs. Also, the Appellant noted that property allegedly transferred to Lakeview Loan Servicing on March 22, 2018, but curiously the court delayed until **May 3, 2018**, to electronically file the Taxation of Costs. **(EXHIBIT 8)**. Also, the Appellant noted that the Motion For Writ Of Assistance dated and electronically filed **May 16, 2018**? If the property transferred to the VA on May 8, why the Respondent motion and sought a writ of assistance for a property it did not own on May 16, 2018?

And now the Respondent claims that the property transferred to the VA on May 8, 2018. However, the Master's Title, Taxation of Costs: Receipts and Disbursements, Special Warranty Deed, Real Property Records, and Greenville County Public Index suspiciously void of any detailed transactions between Lakeview Loan Servicing, LLC and the Secretary of Veterans Affairs regarding transference of property during March 5th thru May 8th or at any time afterward.

Remarkably, the Appellant noted that the **Motion For Writ of Assistance** dated and electronically filed on **May 16, 2018**, **purported that the Plaintiff Lakeview Loan Servicing, LLC is the title holder and owner of the Property pursuant to that certain Foreclosure Deed of Judge Charles B. Simmons, Jr.**, which further contradicted that the property transferred to the VA on May 8, 2018. **(EXHIBIT 7A, MOTION, MAY 16, 2018)**.

Notably, after the Appellant unlawfully ousted from her home on July 16, the Appellant's sister discovered a voicemail from Realtor Tim Harris saying the following: "Hi Ms. Boyd this is Tim Harris of Providence Realty again, um, **I talked with Riley Pope & Laney, and um they are going to hold off for today right now** so um they said they would um **have the Sheriff come back out and post documents again if it gets resumed** um that's all I know at this point they are going to hold off for today um so I wanted to give you the courtesy of at least giving you that phone call um I'm looking at the clock to see what time it is although I'm on the phone and can't see what time let's say 9:25 this morning, Monday morning." **(EXHIBIT 9, TIM HARRIS, VOICEMAIL, JULY 16, 2018)**.

Remarkably, Tim Harris left this message saying that the eviction held off for July 16 and that Sheriff would come back and post documents if resumed, but Tim Harris showed up, entered the Appellant's home, and on July 16 without compunction moved forward with the unlawful eviction. Moreover, later that evening, Tim Harris changed locks to the Appellant's house, and on July 17, the Appellant could not gain entry without his permission.

BACKGROUND

The Appellant is a Retired Disabled Veteran and lawful citizen who has been continually DENIED DUE PROCESS and relentlessly harassed by the courts and law enforcement agencies of South Carolina. On July 16, and July 17, 2018, the Appellant unlawfully ousted from her home by Greenville County Sheriff's Deputies who claimed to act at the ORDER of Master-in-Equity Judge Charles B. Simmons Jr. Sgt. Jim McNeely threatened that if the Appellant did not leave her home on July 16, she would violate the **Judge's Order** and subject to arrest for contempt of court. Also, Sgt. McNeely threatened to place the Appellant's furniture and personal belongings outside.

Greenville County Sheriff's Deputies did not present an "**ORDER**" nor did the Appellant receive a copy of the so-called ORDER. Further, Greenville County Sheriff's Deputies came to the Appellant's home on **July 12, 2018**, threatened to break her door down and forcibly remove her from her primary residence of almost eleven (11) years. Deputy Tuten also said that Lakeview Loan Servicing became the owner of the Appellant's home on **March 22, 2018**, and deputies are there to put Lakeview Loan Servicing in rightful ownership of the property.

Deputy Tuten had the Inspector for Vendor Resource Management (VRM, assigned property manager for the VA) cut the Appellant's front window screen, threatening to break her window. When the Appellant opened the door, she noted that (Deputy Tuten) had several "folded papers" in his hand alleging to have a lawful order signed by Judge Simmons. But, when the Appellant asked to see the ORDER, he ignored the Appellant's request.

The Appellant told deputies that she spoke with the Department of Veterans Affairs on several occasions and informed that (VA) purchased the property on March 8, 2018, and paid the acquisition payment of \$184,910 to Lakeview Loan Servicing, LLC, on March 12, 2018. Further, the Appellant showed deputies county property documents supporting that Lakeview Loan Servicing transferred ownership of the property to the Secretary of Veterans Affairs. Deputy Tuten and other deputies inspected the records and noted the discrepancy as to who held title to the home. Deputy Tuten/Rimer admitted that they did not have recent documents regarding "TITLE," and it appeared that they were working off old paperwork.

Also, on **July 12, 2018**, Deputy Tuten instructed the Appellant to submit these documents immediately to Judge Simmons to “Stay” the eviction until this matter resolved. Further, Deputy Tuten told the Appellant that he would give her until Monday (July 16) and if he did not hear from Judge Simmons by Monday (July 16), he would have to move forward with the eviction. After the VRM Inspector saw the documents supporting that the Secretary of Veterans Affairs had custody of the house, the **VRM inspector** apologized and immediately replaced the Appellant’s front window screen.

Further, stated that there was no reason for the Appellant to be embarrassed or humiliated, saying that he had seen this happened before to a woman and that woman provided a new home, hinting that the Appellant should pursue legal action for the unlawful foreclosure and eviction. The Appellant and her sister also noted that battering ram propped against her garage door. Greenville County Sheriff’s Deputies went to whatever extent necessary to fake a lawful eviction. **(EXHIBIT 10, RECORDING, JULY 12, 2018).**

The Appellant and her Sister immediately went to the courthouse to file these property documents with the Clerk of Court. Also, the Appellant requested that Judge Simmons “Stay” the eviction until this matter resolved. The clerk said that since the eviction imminent, she would hand deliver the “Stay” to Master-in-Equity. Also, on July 12, 2018, the Appellant went to Senator Lindsey Graham’s Office imploring him to reach out to the VA and request that it send documentation showing that it purchased the home on March 8, and paid the acquisition payment on March 12, 2018. **(EXHIBIT 11, RECORDING, JULY 12, 2018).**

However, on the following day (**July 13th**), Deputy Tuten posted a “**FINAL NOTICE**” of eviction on the Appellant’s front door. When the Appellant’s sister called and spoke with Deputy Tuten as to why the notice posted on the Appellant’s door, he said that he had not heard from Judge Simmons, so he assumed that the eviction would take place on Monday (**July 16th**).

After further inspection of the “Notices” of eviction, the Appellant noted the following glaring discrepancies: Both “Notices” written on orange construction paper, after further inspection, it is evident these “Notices” are FAKE. The first notice posted on the Appellant’s door on **July 2, 2018**, but that date not on the notice. Also, there is no name listed in the “**To Whom it May Concern**” section. The notice listed an incomplete hand-written property address (**6 Pelham Townes Drive**).

Further, the first notice stated that the property scheduled for an Eviction on July 12, 2018, the month and year appeared written over a previous date. Also, in the first notice, the above caption showed Johnny Mack Brown as the Sheriff of Greenville County. However, the “**final eviction**” notice hand-dated July 13, 2018, asserted that **Will Lewis** is Greenville County Sheriff. The record showed that Will Lewis indicted on charges of misconduct in office and obstruction of justice. Johnny Mack Brown was sworn in as Sheriff on **April 17, 2018**. The Appellant also

noted that date July 13 hand-written, **but year typed and written over to reflect 2018.**
(EXHIBIT 12, NOTICE, POSTED JULY 2 AND JULY 13).

Moreover, unlike the first “Notice” posted on July 2, 2018, the Appellant’s name written in the “To Whom It May Concern” section. Also, the word “Occupants” added. The property address incomplete, missing zip code and “Towns” misspelled. Also, July 16 handwritten but year typed and written over to reflect 2018. Further, the Appellant noted at the bottom of the document; the **footnote showed the email address of former Greenville County Sheriff Steve Loftis who left the Sheriff’s Office well over a year ago.**

On July 15, 2018, Sunday, the Appellant went to the Greenville County Sheriff’s Office to serve notice. That in the event Sheriff’s Deputies came to her home on July 16, to “Evict” they were without lawful right to do so, and the Appellant would pursue legal action against the Greenville County Sheriff’s Office and all agents acting at the behest of the Sheriff’s Office/Judge Simmons. The Appellant requested to speak with a supervisor and told that someone would call her. Later, the Appellant talked with Sgt. Donohue and informed him of the matter. Officer Donohue said that the Appellant’s concerns were duly noted. **(EXHIBIT 12A, RECORDING, JULY 15, 2018).**

July 16, 2018, early morning, the Appellant went to Master-in-Equity to inquire about the “Stay” requested on June 12, July 12, July 13, and July 16, 2018. The Appellant spoke via phone with Judge Simmons Assistant who abruptly told the Appellant that Judge Simmons was reviewing her request now. Please bear in mind the Appellant submitted this request on July 12, 2018, and earlier dates. After speaking with Judge Simmons Office, the Appellant went to the clerk’s office to confirm that “Stay” entered into the system because when the Appellant checked earlier the “Stay” dubiously not entered.

The clerk confirmed that “Stay” entered and asked if hearing scheduled. The Appellant said that she had not received a hearing and that “Eviction” scheduled for 10 a.m. that morning. The clerk appeared concerned and provided the Appellant with a copy of the request. Immediately, upon exiting the courthouse, the Appellant’s sister received a call on her cell phone from the Greenville County Sheriff’s Office. The Officer identified himself as Sgt. McNeely, who said that Judge Simmons DENIED the Appellant’s request for “Stay.” The Appellant noted that only a few minutes earlier, Judge Simmons Assistant said that Judge Simmons was reviewing the Appellant’s request for “Stay.”

Also, Sgt. McNeely said that he did not agree with the Judge’s decision, but he could not go against the Judge’s ORDER. Further, Sgt. McNeely said that the eviction would go forward that day. Also, Sgt. McNeely asked the Appellant if she had her paperwork, suggesting that he wanted to see it. Sgt. McNeely asked the Appellant to come to the Law Enforcement Center to meet with him. The Appellant also called Tim Harris (Providence Realty) a local realtor assigned by Vendor Resource Management (VRM) to manage the VA property.

The Appellant called to confirm that Mr. Harris received the email that she sent to him about three thirty that morning. The Appellant asked that Mr. Harris STOP the unlawful eviction and demanded that he call **(Riley Pope & Laney, LLC)**, the law firm acting the behest of **Lakeview Loan Servicing, LLC**.

Further, the Appellant demanded that Mr. Harris call Master-in-Equity and ask that Judge Simmons “Stay” this unlawful eviction until this matter resolved. Mr. Harris sheepishly feigned to have no knowledge or involvement in the matter. The Appellant told Mr. Harris that the VA owned her home, not Lakeview Loan Servicing. Further, the Appellant said that the VA said that it assumed custody of the house on **March 8**, and paid the acquisition payment **(\$184,910) on March 12**. Ironically, Mr. Harris agreed that the VA had custody of the house. **(EXHIBIT 12B, RECORDING, JULY 16, 2018)**.

Moreover, the Appellant strenuously iterated that the eviction was illegal and that if he proceeded with the eviction, the Appellant would report him to the Department of Labor, Licensing and Regulation (LLR) and the Secretary of Veterans Affairs. Further, the Appellant said that she called Riley Pope & Laney on May 8, 2018, and spoke with Donna who admitted that the VA owned the house after the Appellant caught her in an LIE. But, after caught in an LIE, Donna then pretended to do the eviction for the VA. **(EXHIBIT 5)**.

Further, the Appellant said that she recorded the conversation with Donna. Mr. Harris said that he would call Riley Pope & Laney to stay the matter. At about 9:30 a.m. the Appellant and her sister went to LEC and met with Sgt. McNeely in his office. Also present was Deputy Tuten. The Appellant noted the “**folded Papers**” on Sgt. McNeely’s desk, the same “**folded papers**” that Deputy Tuten/Rimer asserted to be the **Judge’s ORDER** when deputies came to evict the Appellant on July 12, 2018. Sgt. McNeely strongly advised the Appellant to retain counsel and said regardless of what happened that day; “He strongly encouraged the Appellant to sue those that wronged her.” **(EXHIBIT 13, RECORDING, JULY 16, 2018)**.

In the beginning, it was apparent that Sgt. McNeely and Deputy Tuten were trying to coax the Appellant to go forward with the eviction, which later confirmed that they had no lawful order to evict the Appellant from her home. Further, in the meeting, Sgt. McNeely printed a document, and Deputy Tuten retrieved it from the printer. Sgt. McNeely gave the appearance that this document was the lawful order that supported Judge Simmons decision to deny the “Stay” and go forward with the eviction that day.

Sgt. McNeely read only a few words of the document; Sgt. McNeely placed it face down on his desk. The Appellant was not allowed to read the paper nor was the Appellant given a copy of the alleged ORDER. After the Appellant evicted from her home, the Appellant later noted that it was Judge Simmons LETTER dated July 16, 2018. The Appellant noted that the letter filed on July 17, 2018. Also, Sgt. McNeely said that they spoke with the VA, and it agreed with the eviction. **(EXHIBIT 14, LETTER, JULY 16, 2018)**.

The Appellant strongly encouraged to arrange for “PAID MOVERS” to come to the residence because the “**EVICTIO****N MOVERS**” according to Sgt. McNeely would not show until 5:00 p.m. Sgt. McNeely stressed that Appellant must have all of her property out of the house by 5 p.m. and threatened that if the Appellant did not, she would lose her property and escorted off the property. The Appellant was in Sgt. McNeely’s office for more than one hour. Please bear in mind the eviction scheduled for 10:00 a.m.

Initially, Sgt. McNeely seemed sympathetic but became angry when it appeared that the Appellant would not voluntarily vacate her home. The Appellant also noted that Sgt. McNeely did not ask to inspect her paperwork as he had implied earlier. The Appellant was forced to go to her home and told that deputies would be waiting there to evict the Appellant from her home.

The Appellant and her sister left LEC, as the Appellant organized her papers and put them in her folder, the Appellant noted that she had inadvertently picked up the “**FOLDED PAPERS**” that were on Sgt. McNeely’s desk. These were the same papers that Sgt. McNeely and Deputy Tuten/Rimer asserted to be Judge Simmons “**ORDER**” on July 12, 2018. The Appellant did not have time to inspect the documents.

Immediately upon arriving at her home, the Appellant noted that there were about five Sheriff’s Deputy cars parked on the sidewalk in front of her house and down the street. Deputy Tuten came to the car saying that he believed that the Appellant accidentally picked up some papers and asked if he could look through the Appellant’s folder. The Appellant was on the phone with the VA but nodded okay to search her folder.

Deputy Tuten frantically searched through the Appellant’s documents and folder. The Appellant noted that as she spoke with the VA via speakerphone, Sgt. McNeely tried to put words in the agent’s mouth and said that the agent (VA) agreed with the eviction. Later, Sgt. McNeely asked the Appellant’s sister if he could search the Appellant’s personal effects and when he could not find the missing “Papers,” Sgt. McNeely asked the Appellant’s sister if he could search her car. After further inspection of these documents, the Appellant fully understood the significance of these “**Papers**” and why Sgt. McNeely and Deputy Tuten frantically searched for them.

These “Papers” show that there was no recent FORECLOSURE OR EVICTION ORDER signed by Judge Simmons and that these documents were used solely to intimidate and force the Appellant out of her home. There were a total of six (6) papers. The Appellant noted the following: (1page) **Greenville County Sheriff’s Office Civil Paper Division (FORM) dated June 13, 2018;** (1 page) **Greenville County Sheriff’s Office Affidavit of Service dated June 8, 2018;** and (4 pages) **Riley Pope & Laney, LLC, Writ of Assistance electronically filed on May 21, 2018, signed by Donna F. Griffin Paralegal. (EXHIBIT 14A, FOLDED PAPERS, ALLEGED ORDER, JULY 16, 2018).**

The Appellant had the **electronically filed** Writ of Assistance; Greenville County Sheriff Deputies posted this “Writ” on the Appellant’s door on **June 6, 2018**. But, more significant was

the Sheriff's Office Civil Division "Form." On this form were notes of all the actions by Greenville County Sheriff's Deputies and Judge Simmons. Notably, deputies came to the Appellant's home on **July 12**, saying that they had an "ORDER" to evict signed by Judge Simmons.

But, when the Appellant showed them documents supporting that the Department of Veterans Affairs owned the property, Deputy Tuten/Rimer and other deputies said it appeared that they were working off old paperwork. **These Deputies then huddled up at the patrol car giving the appearance that they were contacting Judge Simmons Office.**

And when Deputy Tuten/Rimer and other deputies came back to her front door, the Appellant was told to take these documents to Judge Simmons immediately to stay the eviction. Deputy Tuten said he would give the Appellant until Monday (**July 16**) to resolve the issue. Also, Deputy Tuten said, "If I were you, I would sue the hell out of them, and get me a bigger house." The Inspector for VRM apologized, replaced the Appellant's front window screen, and echoed the sentiments of Deputy Tuten. **The Appellant noted that Tim Harris also present for the so-called eviction. (EXHIBIT 11, RECORDING, JULY 12, 2018).**

On **July 13, 2018**, Greenville County Sheriff Deputies posted a "Final Eviction" notice on the Appellants front door. And when asked on July 13, Deputy Tuten said that he posted the notice because he had not heard from Judge Simmons. However, the Civil Paper Division Form showed that Deputy Tuten on July 13 talked with Master/Equity Court and told, "**No Stay Granted.**" Further, this form **indicated that Deputy Tuten/Rimer knew before they left the Appellant's home on July 12, that the eviction would go forward on July 16.**

Further, these "**Papers**" showed that Tuten/Rimer concocted this plan as they huddled at the patrol car. Both Tuten/Rimer feigned to provide time to seek a "Stay" but knew all along that the eviction would take place on Monday (**July 16**). Further, this document showed that Realtor (Tim Harris) and Plaintiff Attorney (Riley Pope & Laney, LLC) also contacted on July 13, regarding the "Set Out." Further, the evidence showed that Deputies knew as early as July 11, 2018, that no stay granted, but had the Appellant and her sister seeking in vain to stop the unlawful eviction.

Moreover, Greenville County Sheriff's Deputies **did not present an ORDER before they entered the Appellant's private residence on July 16, 2018.** While speaking with the VA Crisis Line, the Appellant requested the ORDER and told by Sgt. McNeely that he would provide the Appellant with the ORDER. However, the Appellant has not received the ORDER. Also, Sgt. McNeely said that "**MOVERS**" would not arrive until 5 p.m. and the "**Inspector**" suspiciously called in sick. The Appellant asserts that "Movers" and the "Inspector" were not scheduled to come to the Appellant's home on July 16, 2018, because Judge Simmons, VRM, Realtor Tim Harris, Riley Pope & Laney, Sgt. McNeely and other deputies knew that the eviction was unlawful.

Also, the absence of the VRM Inspector explained why he apologized and repaired the Appellant's front window screen on July 12. Further, it supported that he knew the eviction unlawful which explained why he failed to show on July 16. The Appellant forced to hire movers at the last minute and when they showed up and started moving the Appellant's things out the house, Sgt. McNeely and other deputies left and never returned. The Appellant forced to come back the following day (**July 17**) because she could not get all of her belongings on one truck.

The Appellant called Realtor Tim Harris (VRM Agent) and said she needed to come back the following morning. He requested that the Appellant **put her key under the mat** so he could change the locks. The Appellant said that she and her family would return around 8 a.m. Tim Harris asked that the Appellant or her family call him so he could let them in the house. Judge Simmons, Riley Pope & Laney, LLC (Lakeview Loan Servicing, LLC), M & T Bank, VRM (Tim Harris), and the Greenville County Sheriff's Office **fabricated to carry out a LAWFUL FORECLOSURE AND EVICTION.**

After the Appellant moved on July 16, the Appellant's sister later discovered a voicemail from Realtor Tim Harris saying the following: Hi Ms. Boyd this is Tim Harris of Providence Realty again, um, I talked with Riley Pope & Laney, and um **they are going to hold off for today right now** so um they said they would um have the Sheriff **come back out and post the documents again if it gets resumed** um that's all I know at this point they are going to hold off for today um so I wanted to give you the courtesy of at least giving you that phone call um **I'm looking at the clock to see what time it is although I'm on the phone and can't see what time let's say 9:25 this morning, Monday morning. (EXHIBIT 9, TIM HARRIS VOICEMAIL, JULY 16, 2018).**

Notably, Tim Harris left this message saying that the eviction held off for July 16 and that Sheriff would come back and post documents **if resumed**, but on July 16, Tim Harris showed up, entered the Appellant's home, and without shame moved forward with the unlawful eviction. Moreover, later that evening, Tim Harris changed the locks to the Appellant's house, and on July 17, the Appellant could not gain entry into her home without his permission.

Also, on July 17, before the Appellant arrived, Tim Harris got upset with her family when he saw them preparing her expensive gas stove for removal. He told them that they could not remove as though the appliance came with the house. The Appellant's sister said that her sister bought the stove and would remove it from the property. The Appellant was right around the corner, but Tim Harris hurriedly left before she arrived. Coincidentally, after the Appellant finished moving on July 17, the Appellant informed by the Department of Veterans Affairs on July 18, that it received the "Title" from Lakeview Loan Servicing on **July 17, 2018, over 120 days later.** The Appellant noted that the timing was too perfect to be a mere coincidence. (**EXHIBIT 15, SECRETARY OF VETERANS AFFAIRS, RECORDING, AUGUST 18, 2018).**

The Appellant said this also explained why Mr. Harris went forward with the eviction on July 16, even though he said Riley Pope & Laney would hold off on the eviction. The Appellant informed by the VA on March 14, 2018, and July 2, 2018, that Lakeview Loan Servicing had **60 days** to produce "Clear Title," and if it could not produce "clear title" the VA would reject the loan. These "Bad Actors" knew that they were well past the deadline to submit a clear title.

Further, the Appellant asserts this explained why they went to whatever extent necessary to get the Appellant out of her home. These "Bad Actors" knew that further delay would raise suspicion and the VA would reject the purchase. The VA purchased the house on March 8, 2018. So, Lakeview Loan Servicing, LLC required to submit "clear title" to the VA by **May 8, 2018**, coincidentally, the same date that the Respondent claimed the property transferred to the VA.

These "Bad Actors" asserted that the property transferred to the VA on May 8, 2018, to hide the inexplicable delay and give the appearance that they were within that 60-day deadline. Also, the Appellant noted that the "Special Warranty Deed" dated May 8, but filed on May 11th.

(**EXHIBIT 21B, "SPECIAL WARRANTY DEED," FILED MAY 11, 2018**). If Lakeview Loan Servicing had the title in its possession on May 8th, why would it delay to send the title to the Secretary of Veterans Affairs? Greenville County Property documents also showed that Townes at Pelham, LLC which is owned by Eric Hedrick listed as the original deed holder of the Appellant's property. (**EXHIBIT 22B, GREENVILLE COUNTY REAL PROPERTY**).

Further, the Appellant asks why Lakeview Loan Servicing would delay **two months** to send a "Title" that has been in the record since **May 11, 2018**? These actions are immoral and show that these "Bad Actors" not only intended to oust the Appellant from her home unlawfully but also intended to defraud the Secretary of Veterans Affairs.

FRAUDULENT LIS PENDENS

The Appellant contends that Eric Hedrick, the former builder/developer who transitioned to property manager/landscaper of the Townes At Pelham townhouse community, and HOA attorney J. Chris Brown filed a fraudulent lis pendens against the Appellant's property on **June 5, 2012**. And Judge Charles B. Simmons, Jr. facilitated the filing of a fraudulent lis pendens.

Further, these "Bad Actors" served the Appellant as she stood in line to vote on October 30, 2012. Over four (4) months later. **S. C. Statute §15-11-30**, Service of the lis pendens must be made within **60 days** after the date of its filing, or it will be rendered INVALID. The record showed that service made upon the Appellant on **November 14, 2012**. This lis pendens not timely served as prescribed by law and Judge Simmons concurred in his legal article that lis

pendens must be filed and served within the 60-day statutory provision. (**EXHIBIT 15A, Primer for Mortgage Foreclosures in South Carolina, by Judge Charles B. Simmons, Jr.)**

Notably, Judge Simmons February 28, 2014, pseudo “Order” failed to provide the date of SERVICE. (**Court Order, P. 2, Line 5, Findings of Fact, February 28, 2014, actually signed by Judge Simmons on February 11, 2014**). The court’s failure to provide the date of service was a deliberate omission, and the court (Judge Simmons) knew that it was well outside the timeframe as prescribed by the statute.

However, Judge Simmons allowed Attorney J. Chris Brown and Eric Hedrick (**Townes At Pelham, LLC**) to proceed with this INVALID AND FRAUDULENT ACTION ON JANUARY 10, 2014. The Appellant also noted that the Letter from former counsel informing her of “**Oral Ruling**” dated **February 10, 2014**. Judge Simmons calculatedly delayed issuing the fake Written Order, hoping that the threat of foreclosure would induce the Appellant to make a settlement with the Townes At Pelham Homeowners’ Association. (**EXHIBIT 16, ORDER AND JUDGMENT OF FORECLOSURE AND SALE, SIGNED FEBRUARY 11, BUT FILED FEBRUARY 28, 2014 AND EXHIBIT 16A, COUNSEL’S LETTER, FEBRUARY 10, 2014**)

Even if Judge Simmons did not initially know the “intent” of the lis pendens filed by J. Chris Brown and Eric Hedrick on June 5, 2012, Judge Simmons as a seasoned Master in Equity Judge knew that J. Chris Brown and Eric Hedrick did not serve the lis pendens as required by S.C. law (**15-11-30**). But, Judge Simmons driven by his unrelenting racial hatred ignored this fact, his oath, and the rule of law, allowed these “Bad Actors” to proceed with a cause of action that he knew was **INVALID**.

The Appellant asserts that Judge Simmons could not go forward and decide a foreclosure action that he unequivocally knew was **INVALID**. However, Judge Simmons proceeded with this fraudulent action and faked to issue a written ORDER to foreclose upon the Appellant’s house on February 28, 2014. The Appellant appealed Judge Simmons order to the South Carolina Court of Appeals on April 2, 2014. Immediately upon notice of appeal, Judge Simmons removed the Appellant’s house from public auction.

The Appellant’s former counsel stated that an Appeal would not, by itself act as a Stay against a Circuit Court Judgment. The Appellant also informed former counsel and showed him evidence that the lis pendens not timely served but he refused to address the matter. It is evident that all of these “Bad Actors” were working together to deny the Appellant due process.

In the civil appeal, the State allowed the Respondent to file a fraudulent Lis Pendens on June 5, 2012, and on January 10, 2014, the Appellant improperly summoned to appear before Judge Charles B. Simmons to harass, intimidate, and force the Appellant to make a settlement with the Townes At Pelham HOA. (**EXHIBIT 18, SETTLEMENT OFFER, DECEMBER 19, 2013**). Further, the Appellant attacked by Judge Simmons since 2010. The Appellant summoned to

appear before Judge Simmons in 2010, to inspect her tax returns. And Judge Simmons and J. Chris Brown subjected the Appellant's vehicles to appraisal. Moreover, the Appellant asserts that Judge Simmons and Respondent (J. Chris Brown, Eric Hedrick/ Townes at Pelham HOA) knew that lis pendens **INVALID**.

Further, the Appellant stated her concerns about the latitude the court afforded the Respondent. The court provided the Respondent opportunity after opportunity to delay the filing of its brief and designation of matter. And when finally compelled to submit its brief and designation of matter eight months later, Respondent absurdly claimed that it was unable to file its brief because his client (Eric Hedrick, Townes at Pelham, LLC, and HOA) ran out of money.

Moreover, the Court allowed the Respondent to use excuses and ploys in an attempt to dismiss the Appellant's appeal and delay the filing of the Respondent's brief. The Respondent J. Chris Brown sent a letter dated May 5, 2015, requesting that the Court hold the appeal in abeyance until the mortgage foreclosure filed by Lakeview Loan Servicing adjudicated. The Appellant noted that the attorneys for Lakeview Loan Servicing, LLC (Hutchens Law Firm) disclosed private modification communications with Respondent J. Chris Brown. **(EXHIBIT, LETTER, BABB & BROWN, MAY 5, 2015)**.

And when those efforts failed, the court (former Chief Justice Few) came to the Respondent's rescue by dismissing the Appellant's appeal, claiming that the Appellant was unable to preserve the issues on the record. The Appellant asserts that the Respondent made several motions **(Hold in Abeyance, Judicial Economy, Associate Other Counsel)** and went to great lengths to dismiss the Appellant's appeal. The Appellant noted that for the eight **(8)** months the Respondent delayed filing its brief, ironically, it did not assert "Issue Preservation" as a reason to dismiss the Appellant's appeal.

The Appellant prepared her final brief and record on appeal as required under Rule 210 and 211. Further, the Appellant incurred the necessary expenses for document preparation, including covers, binding, etc. The Appellant timely submitted several copies of her final appeal and record on appeal on **November 2, 2015**. Even though Respondent did not file a brief; the court dismissed the Appellant's civil appeal on June 8, 2016, alleging at the end that she failed to preserve the issues on the record. The Appellant petitioned for rehearing, but to no surprise the petition denied.

Consequently, Judge Simmons fraudulent ORDER affirmed by the South Carolina Court of Appeals in June 2016. And on **August 11, 2016**, Judge Simmons issued an Order and Judgment of Foreclosure and Sale against the Appellant's home. Also, the Appellant noted that Eric Hedrick, the former builder/developer and owner of Townes At Pelham, LLC, held the note to her house. Remarkably, the Order asserted that the loan is not subject to the Supreme Court of South Carolina's Administrative Order **2011-05-02-01** because the property is not an owner-

occupied dwelling as defined in Paragraph A.(3) of said Order. (**EXHIBIT 17, MASTERS ORDER AND JUDGMENT OF FORECLOSURE SALE, AUGUST 11, 2016**).

However, in **Paragraph A.(3)** of the Order, “**Owner-Occupied dwelling**” defined as mortgaged real property that is the principal residence of any mortgagor. (**EXHIBIT 17A-1, 17A-2, THE SUPREME COURT OF SOUTH CAROLINA, ORDER, PAGE 1, A(3)**). Greenville County real property documents and other records show that the property located at 6 Pelham Townes Drive is the principal and only residence of the Appellant since **January 7, 2008**. The Appellant also noted that attorneys for Lakeview Loan Servicing, LLC, allegedly sent private foreclosure information to addresses the Appellant did not and had not resided. It is worthy to note that there was no foreclosure hearing before the Respondent foreclosed upon the Appellant’s home on March 5, 2018. The hearing held on January 18, 2018, was a supplemental hearing, and when the Appellant spoke with Master-in-Equity on August 17, 2018, the Appellant informed that the purpose of this hearing was to update the debt figures for the foreclosure initiated on August 11, 2016. (**EXHIBIT 17-17A, SUPPLEMENTAL HEARING, JANUARY 18, 2018**)

The Appellant discovered that foreclosure attorneys and Judge Simmons gave the appearance that the Appellant abandoned her home and that they attempted to serve notice upon the Appellant as required by the ORDER. Also, more importantly, foreclosure attorneys and Judge Simmons gave the appearance that their actions accord with the requirements of the Administrative Order.

Notably, foreclosure attorneys (**Hutchens Law Firm**) and Judge Simmons calculatedly failed to provide notice of foreclosure intervention and fabricated an LIE to deny the Appellant an opportunity to qualify for foreclosure intervention on August 11, 2016. And in 2017, and January 18, 2018, foreclosure attorneys and Judge Simmons again failed to inform the Appellant of foreclosure intervention.

The Administrative Order states, in all mortgage foreclosure actions filed after May 9, 2011, the Mortgagee’s (Lakeview Loan Servicing, LLC) attorney (Hutchens Law Firm) **shall serve on the Mortgagor (Appellant)**, along with the summons and complaint, a **notice of the Mortgagor’s right to foreclosure intervention. No foreclosure hearing may be held in the foreclosure action until the Mortgagee’s attorney certifies that the Mortgagee has complied with the requirements of paragraphs B (1) (a) through (e).**

(a) that the Mortgagor served with a notice of the Mortgagor’s right to foreclosure intervention to seek resolution of the foreclosure action by loan modification or other means of loss mitigation,

(c) that the Mortgagor afforded a full and fair opportunity to submit any other information or data about the Mortgagor’s loan or personal circumstances for consideration by the Mortgagee;

(d) that after completion of the foreclosure intervention process, the Mortgagor does not qualify for loan modification or other means of loss mitigation, by any standards, rules or guidelines applicable to the mortgage loan, and the parties unable to reach any other agreement concerning the foreclosure process; and;

(e) that notice of the denial of loan modification or other means of loss mitigation served on the Mortgagor by mailing such notice to all known addresses of the Mortgagor; provided that such notice shall also state that the Mortgagor has thirty (30) days from the date of mailing of notice of denial of relief to file and serve an answer or other response to the Mortgagee's summons and complaint.

If within thirty (30) days after served with notice of the Mortgagor's rights, the Mortgagor (Appellant) failed, refused, or voluntarily elected not to participate in any foreclosure intervention process, the Mortgagee (Lakeview Loan Servicing, LLC), through its attorney(Hutchens Law Firm, John B. Kelchner, John S. Kay, and other attorneys), **SHALL CERTIFY THAT FACT TO THE COURT**, and the foreclosure action may proceed.

After August 11, 2016, Order and Judgment of Foreclosure, the Appellant noted that the last reported action is the foreclosure scheduled for October 3, 2016. The RECORD showed that the foreclosure withdrawn from October sale due to the Appellant filing bankruptcy on October 1, 2016. The Appellant noted that there were three filings after she filed bankruptcy. However after the bankruptcy dismissed in March 2017, Judge Simmons on April 17, 2017, renewed his efforts to foreclose on the Appellant's home. **(EXHIBIT 19, GREENVILLE COUNTY PUBLIC INDEX)**.

And foreclosure sale of the Appellant's home scheduled for June 2017. However, the foreclosure sale averted on June 1, 2017, due to loss mitigation communication with the bank. The Appellant received a follow-up letter from M&T Bank dated **July 12, 2017**, to her recent approval for a modification. The letter stated that M&T Bank conducted a title search and discovered a lien which had to be resolved by August 11, 2017. On August 9, 2017, the Appellant spoke with M&T about her concerns. **(EXHIBIT 20A, M & T BANK, JULY 12, 2017)**.

The Appellant informed M&T Bank that the lien on her property had been there since 2009, and the default judgment since December 15, 2010. Also, the Appellant said this lien and judgment were in the record when it approved her for standard modification on April 01, 2015. But M&T Bank approved the modification and raised no issue whatsoever. M&T Bank stated that perhaps it wasn't in the record when the title search conducted.

The Appellant said that she has the notices to foreclose from Foreclosure Plaintiff Attorney John B. Kelchner/John S. Kay and they noted these issues in the record. Further, the Appellant stated M&T knew of this lien and judgment since the property transferred from Bank of America in August 2013. Also, the Appellant informed M&T in 2013, 2014, and before it conducted a title

search in July 2015. And the Appellant told that if there is a lien on the property, M&T will afford the Appellant 30 days to resolve the issue. However, the Appellant approved for standard modification despite the lien and default judgment against her property. (**EXHIBIT 20, M&T BANK, MODIFICATION APPROVAL, APRIL 1, 2015, EXHIBIT 22C, M&T BANK, RECORDING, AUGUST 9, 2017**).

M&T Bank through its attorneys John B. Kelchner and John S. Kay continued its effort to foreclose upon the Appellant's home, asserted the lien and judgment that has been in the record since 2009. M&T Bank knew that the Appellant could not remove these liens and in a letter dated **November 1, 2017**, the Bank used these "LIENS" as a pretext to deny the Appellant's loan modification. (**EXHIBIT 21, M&T BANK, NOVEMBER 1, 2017**).

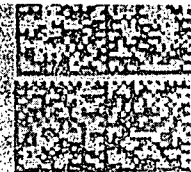
The Appellant states that she spoke with the VA (Brenton Richardson) on August 23, 2017, and told that the VA preapproved the Appellant for modification on **May 31, 2017**. The Agent asked if the Appellant had made any trial payments. The Appellant said that the lender did not request that she make trial payments, nor had she been informed of the preapproval for modification.

However, when the Appellant spoke with M&T Bank in July 2017, the Appellant informed that her payment increased to almost \$1900, **subject to final approval of the modification**. The Agent seemed surprised that the modification still "subject to approval." The Agent said that he would contact M&T about the matter and contact the Appellant later. But there was no further communication with the Secretary of Veterans Affairs until the VRM "Notice" placed in the Appellant's door jam on March 13, 2018. (**EXHIBIT 23, VA, RECORDING, AUGUST 23, 2017**).

Moreover, Judge Simmons and foreclosure attorneys knew that "Title" clouded by these issues, but when it was advantageous for them to do so, these bad actors asserted these issues to STOP the Appellant's modification. Foreclosure Attorneys and Judge Simmons seized an opportunity to move forward with the foreclosure that they surreptitiously initiated almost two years earlier. (**August 11, 2016**). Remarkably, there is no recent foreclosure order in the record.

Exhibit 1

Postmarked
Oct 3, 2018



Mailed From 2
10/03/2018
032A 006183

Riley Pope
& Laney, LLC ATTORNEYS AND COUNSELORS AT LAW
POST OFFICE BOX 11412
COLUMBIA, SOUTH CAROLINA 29211

TO:
Donna Boyd
P.O. Box 1168
Mauldin, SC 29662



Exhibit 2

RILEY POPE & LANEY, LLC
ATTORNEYS AND COUNSELORS AT LAW

TELEPHONE
(803) 799-9993

2838 DEVINE STREET
POST OFFICE BOX 11412 (29211)
COLUMBIA, SOUTH CAROLINA 29205

FACSIMILE
(803) 239-1414

< April 30, 2018 >

< Occupant(s) >
6 Pelham Townes Drive
Greenville, SC 29615

RE: Lakeview Loan Servicing, LLC vs. Donna Boyd
Calendar No.: 2015-CP-23-07093
Our File No.: 4067.01318
Date of Foreclosure Sale: March 5, 2018
Date Title Transferred: < March 22, 2018 >

NO Foreclosure on that date
Lakeview allegedly Bid on house
on March 5, 2018

< Dear Occupant(s): >

DO NOT IGNORE THIS LETTER!

This letter is to advise you that the real property which you are occupying, which was the subject of the above referenced foreclosure sale, was sold to the highest bidder at public auction at the Greenville County courthouse on the date indicated above.

Lakeview Loan Servicing, LLC was the successful bidder at said sale, and a Foreclosure Deed was issued on March 22, 2018, transferring title to Lakeview Loan Servicing, LLC. *Your continued occupancy of the premises means that you will be trespassing. You are directed to remove all of your personal property from the premises immediately.*

VA owner of property on March 8

If you are a member or a dependent of a member of the United States Armed Forces, you may have certain rights under the Servicemembers' Civil Relief Act, 50 U.S.C. §3901 et seq. To assert those rights, you must provide proof of activation/mobilization and a copy of your lease agreement to the above address.

[Failure on your part to vacate the premises may result in the filing of eviction proceedings. If this matter is not resolved immediately, you may become liable for additional costs of this action including attorney fees, court costs and sheriff's expenses.]

A sheriff's deputy will remove your belongings for you if you do not voluntarily vacate the premises.

Upon your vacancy of the premises, please contact our office at (803) 799-9993.

Sincerely,

< Riley Pope & Laney, LLC
Attorneys for Plaintiff >

Exhibit 3

17 Electronically Filed

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

Lakeview Loan Servicing, LLC ,
PLAINTIFF,
vs.
Donna Boyd; The Townes at Pelham Owners'
Association, Inc.
DEFENDANT(S)

MASTER'S TITLE
C/A NO: 2015-CP-23-07093
DEFICIENCY WAIVED

TO ALL WHOM THESE PRESENT SHALL CONCERN:

I, Charles B. Simmons, Jr., Master in Equity for Greenville County, South Carolina, send greetings:
WHEREAS, in an action in the Court of Common Pleas in Greenville County between Lakeview Loan Servicing, LLC as Plaintiff and Donna Boyd; The Townes at Pelham Owners' Association, Inc. as Defendant(s), by an Order dated August 11, 2016, a Supplemental Order dated May 3, 2018 and a Second Supplemental Order January 19, 2018, it was decreed that the property hereinafter described should be sold by the Master in Equity for Greenville County on the terms and for the purpose mentioned in the Order(s) granted in the case (see Judgment Roll No. 2015-CP-23-07093) (A MORTGAGE FORECLOSURE ACTION TRANSFERRING REALTY)

NOW THEREFORE KNOW ALL MEN, That I, the undersigned, as Master in Equity for Greenville County, pursuant to the foregoing and in consideration of the sum of One Hundred Eighty-Four Thousand Nine Hundred Ten and 00/100 Dollars (\$184,910.00), as paid by the hereinafter named grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant and release the following property unto the grantee,

Grantee: Lakeview Loan Servicing, LLC
Grantee's Address: 1 Fountain Plaza Buffalo, NY 14203

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville being shown and designated as Lot 1 of The Townes at Pelham as shown on plat thereof being recorded in Plat Book 1029 at Page 25 and being shown and designated on a new plat prepared by Sinclair & Associates, LLC for Donna Boyd being recorded in Plat Book 67 at Page 8 and having, according to said plat, metes and bounds as shown thereon.

This being the same property conveyed to Donna Boyd by deed of NVR, Inc., dated January 7, 2008 and filed January 9, 2008 in Book DE 2308 at Page 734 in the Office of the Register of Deeds for Greenville County, South Carolina.

1171168 (JFCS.CAE)

Two (2) years earlier Denied Notice

LAE!!

* Paid by the Secretary of Veterans Affairs on March 12, 2018

CRB

Exhibit 3

6 Pelham Townes Drive
Greenville, SC 29615
TMS# 0540-45-01-028.00

This property was sold subject to any past due or accruing property taxes, assessments, existing easements and restrictions of record and any other senior encumbrances.

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

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

IN WITNESS WHEREOF, I, The Master in Equity for Greenville County, under and by virtue of the said Order(s), have hereunto set my Hand and Seal at, Greenville South Carolina this 22nd day of

March, 2018

SIGNED, SEALED AND DELIVERED

IN THE Presence of:

Robert Waschlaw
Sue Nichols

(Seal)
Charles B. Simmons, Jr.,
Master in Equity for Greenville County

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

I, Sue Nichols, do hereby certify that Charles B. Simmons, Jr., Master in Equity for Greenville County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 22nd day of March, 2018

Sue Nichols
Sue Nichols
Notary Public for South Carolina
My commission expires: 5/20/2021

1171168 (JFCS.CAE)

Contradicted
Exhibit 25
P. 2

NOT Electronically Filed

Exhibit 3

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

1. I have read the Information on this affidavit and I understand such information.

2 The property being transferred is located at 6 Pelham Townes Drive Greenville, SC 29615, bearing County Tax Map Number 0540-45-01-028.00, was transferred by Charles B. Simmons, Jr., Master in Equity for Greenville County to Lakeview Loan Servicing, LLC on March 22, 2018.

3. Check one of the following: The deed is

(a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) X exempt from the deed recording fee because (See Information section of affidavit): (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceeding;

(If exempt, please skip Items 4 - 7, and go to Item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

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

(a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.

(b) The fee is computed on the fair market value of the realty which is _____.

(c) The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: _____

(b) Place the amount listed in item 5 above here: _____

(If no amount is listed, place zero here.)

(c) Subtract Line 6(b) from Line 6(a) and place result here: _____

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

Not Electronically Filed

Exhibit 3

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

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

Alan M. Stewart
Responsible Person Connected with the Transaction

Alan M. Stewart, SCB# 15576

Print or Type Name Here

SWORN to and subscribed before me this

28TH day of MARCH 2018

Notary Public for SOUTH CAROLINA

My Commission Expires: 11/4/22

Notary (L.S.): Jacquelyn P. Savage

Notary (printed name): JACQUELYN P. SAVAGE

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitutes a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitutes a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceeding;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

NOT ELECTRONICALLY FILED

Exhibit 3A

COURT OF COMMON PLEAS
COUNTY OF GREENVILLE

STATE OF SOUTH CAROLINA

< March '18 >

Taxation of Costs

Lakeview Loan Servicing, LLC,

Plaintiff

Against
Donna Boyd, et al,

Defendant

C.A.# 2015-CP-23-07093

Type of Case Referred: UD

Date of Hearing: 1/12/18

Type: Final

Attorney: Sarah Leonard

Firm: Hutchens Law Firm

Foreclosure Sale: ☒ Def waived ☐ Def Demanded

Disb.

Bid \$ 184910.00

Bidder Plaintiff (3-18)

Deposit \$ _____ Date _____

Interest Due From Bidder: \$ _____

(_____ %: \$ _____ x _____ days)

Compliance date _____

Amount Received \$ _____

Judgment Debt per Order \$ 293,677.80

Amount Paid to Debt Due Plaintiff:

\$ _____

Deposit Required

(Reference \$ _____)

(Deed \$ 100.00)

Additional Day

\$ 35.00

2/1/18

Commission

\$ 1849.10

4/20/18

Deed (not incl. in Deposit) \$ _____

Newspaper

Advertisement

\$ 400.95

4/20/18

Ad# 2730844 Lines 81 x 3

TOTAL

\$ _____

Less Deposit Paid

\$ 35.00

BALANCE DUE PAYABLE TO

MASTER-IN-EQUITY \$ 2250.05

Received 3/21/18

Clk# 23023 by CP

023211

Other Costs to Be Paid Separately:

Court Reporter: Danette Hanks

Transcript Fee: \$ 32.50 Received 1/12/18

Check# 21869 (dh)

Date Transcript prepared _____

Date Transcript filed with Clerk 1/29/18

Costs adjusted as above this

_____ day of _____, 2018

Signature Page Follows

Charles B. Simmons, Jr., Equity Court Judge

Date Signed?

Notably
Electronically
Filed
May 3, 2018
Amount
Two
Hundred
Twenty
Five
Dollars

M&T Bank

Exhibit 4

June 29, 2018

Donna Boyd

PO Box 1168
Mauldin, SC 29662

Loan Number: 0052073764
Property Address: 6 Pelham Townes Dr
Greenville SC 29615

VA DEFICIENCY WAIVER LETTER

Dear Mortgage Customer(s):

Please be advised that after applying proceeds from (1) the foreclosure sale or short sale of the property and (2) the maximum claim payment under the loan guarantee from the Department of Veteran Affairs (VA), there remains a balance of \$ 45693.85 associated with this loan.

This letter is being sent to inform you that M&T Bank will not seek repayment of this amount from either you or the VA.

Should you have any questions, please feel free to contact us at 1-800-724-1633.

Sincerely,

M&T Bank
Homeowner Assistance Center
Hours: Mon.-Thur. 8am-9pm; Friday 8am-5pm; Saturday 8am-12pm EST.
Phone: 1-800-724-1633
Fax: 1-855-678-0866

M&T Bank is attempting to collect a debt and information obtained will be used for that purpose. To the extent that your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this correspondence is for compliance or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, M&T Bank retains rights under the security instrument, including the right to foreclose its lien.

CL297



Exhibit 6

Important Notice to all Occupants

Property Address:

6 PERHAM TOWER

Incomplete Address

Date of Notice:

3/13/18

This property is now owned by the Secretary of Veterans Affairs through loan termination action and is managed by Vendor Resource Management, Inc. ("VRM"). If you are living in this property, you may have several options available to you to avoid an eviction.

As the managing company of the property, VRM has assigned this property to a local real estate agent as indicated below. You may also contact VRM directly at toll free 855-843-8325.

Real Estate Agent:

TIM HARRIS / PROVIDENCE REALTY

Phone Number:

676-1719

The assigned real estate agent will attempt to make contact with you to present available options, however, we do ask that you review the information in this notice thoroughly and contact the real estate agent to indicate your intentions with respect to the property.

If you have questions about your rights, you should seek the advice of an attorney. If you have not spoken with an attorney, you can find attorneys in your area at www.findlegalhelp.org.

IF YOU ARE A TENANT:

- You may have the right to continue living in the property under your existing lease.
- You may be eligible for relocation assistance to help cover moving expenses.

IF YOU ARE A FORMER BORROWER:

- You may be eligible for relocation assistance to help cover moving expenses.

ADDITIONAL ASSISTANCE MAY BE AVAILABLE TO ACTIVE SERVICEMEMBERS UNDER THE SERVICEMEMBERS CIVIL RELIEF ACT.

FOR ASSISTANCE WITH HOMELESS PREVENTION, PLEASE CONTACT

1-877-4AID-VET (1-877-424-3838)

[HTTP://WWW.VA.GOV/HOMELESS/](http://WWW.VA.GOV/HOMELESS/)

If any occupants in the property are active duty military, please contact the real estate agent to self report.

Exhibit 6A

REAL ESTATE

M & T BANK

Closed: Mar 5, 2018

BANK OF AMERICA NA

Closed: Aug 1, 2013

\$0 +
Closed

\$0 +
Closed

6-6-2018
67 Judge Exhibit 7
5/21/2018
Posted
STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Lakeview Loan Servicing, LLC,

Plaintiff,

vs.

Donna Boyd; The Townes at Pelham
Owners' Association, Inc.,

Defendant.

(File No. 4067.01318)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2015-CP-23-07093

COPY

WRIT OF ASSISTANCE

This matter came before me regarding the above named Defendant Donna Boyd or any occupant of the property located at 6 Pelham Townes Drive, Greenville, SC 29615 to issue a Writ of Assistance by this Court to the Sheriff of Greenville County, South Carolina, ordering and directing him to remove, peaceably or forcibly, the Defendant, Donna Boyd; together with any and all persons claiming under said Defendant, and all of their personal property located within or on the subject premises described herein.

It appears that the Plaintiff was the successful bidder at the public sale of the subject premises on March 5, 2018, resulting in a Master's Deed filed in Book 2534/5490 of the Greenville County Register of Deeds Office. That Plaintiff is entitled to possession of the subject premises.

NOW, THEREFORE,

UPON MOTION of Riley Pope & Laney, LLC, Attorneys for the Plaintiff,

IT IS HEREBY ORDERED that the Plaintiff is entitled to recover possession of the premises described as follows:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville being shown and designated as Lot 1 of The Townes at Pelham as shown on plat thereof being recorded in Plat Book 1029 at Page 25 and being shown and designated on a new plat prepared by Sinclair & Associates, LLC for Donna Boyd being recorded in Plat Book 67 at Page 8 and having, according to said plat, metes and bounds as shown thereon.

0540-45-01-028.00

IT IS FURTHER ORDERED that upon receipt of a copy of this Order, the Sheriff of Greenville County, South Carolina, or his authorized deputies be, and they hereby are, directed and authorized to post a copy of the this Order, and/or serve a copy of this Order upon the occupant(s) of the referenced property.

IT IS FURTHER ORDERED that not less than 21 days subsequent to said posting or service, the Sheriff shall be authorized to enter upon the aforescribed premises, by force if necessary, and seize the said premises and to remove therefrom any and all such persons who may be occupying the same, together with all of their possessions, and to put the Plaintiff in full, peaceful and quiet possession of the premises without delay, and

ELECTRONICALLY FILED - 2018 May 21 8:42 AM - GREENVILLE - COMMON PLEAS - CASE#2015CP2307093

Exhibit 7

thereafter, within ten (10) days, make due Return to the Clerk of Court for Greenville County, South Carolina, showing how this Order has been executed.

COPY

IT IS FURTHER ORDERED that the Sheriff shall have discretion to extend the date of seizure, but not more than 30 days from the date of said service or posting, absent a further Order.

IT IS FURTHER ORDERED that, should the Defendant and/or occupant(s) of the property challenge Plaintiff's right to possession, said Defendant and/or occupant(s), upon filing a Motion to Stay Writ of Assistance, shall be entitled to an expedited hearing, which may be scheduled with the Court by calling (864) 467-8556, but only after filing said motion with the Clerk of Court.

AND IT IS SO ORDERED.

JUDGE'S SIGNATURE PAGE TO FOLLOW

Motion 7/16
Granted 7/21 / 3 business days

Requested "stay" on June 12, July 12, July 13, and July 16, 2018

ELECTRONICALLY FILED - 2018 May 21 8:42 AM - GREENVILLE - COMMON PLEAS - CASE#2015CP2307093

Exhibit

Exhibit 7

COPY



Greenville Common Pleas

Case Caption: Lakeview Loan Servicing Llc vs. Donna Boyd

Case Number: 2015CP2307093

Type: [Order/Writ Of Assistance]

And It Is So Ordered!

s/ Judge Charles B. Simmons, Jr. (3023)

Electronically signed on 2018-05-20 13:07:48 page 3 of 3

NO DUE PROCESS

ELECTRONICALLY FILED - 2018 May 21 8:42 AM - GREENVILLE - COMMON PLEAS - CASE#2015CP2307093

Exhibit 7A

ELECTRONICALLY FILED - 2018 May 16 1:54 PM - GREENVILLE - COMMON PLEAS - CASE#2015CP2307093

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Lakeview Loan Servicing, LLC,

vs.

Donna Boyd; The Townes at Pelham
Owners' Association, Inc.,

IN THE COURT OF COMMON PLEAS

C/A NO.: 2015-CP-23-07093

Plaintiff,

MOTION FOR
WRIT OF ASSISTANCE

Defendant.

(File No. 4067.01318)

This matter concerns the above named Defendant Donna Boyd or any occupant of the property located at 6 Pelham Townes Drive, Greenville, SC 29615 ("Property"). Plaintiff is the title holder and owner of the Property pursuant to that certain Foreclosure Deed of Honorable Charles B. Simmons, Jr., Master in Equity for Greenville County, dated March 22, 2018 and recorded on March 29, 2018 in Book 2534/5490. Plaintiff, as owner of record of the subject Property, hereby moves this Court pursuant to Rule 70 of the South Carolina Rules of Civil Procedure to issue a Writ of Assistance to the Sheriff of Greenville County, South Carolina, ordering and directing him to remove, peaceably or forcibly, the Defendant, Donna Boyd from the Property; together with any and all persons claiming under said Defendant, and all of their personal property located within or on the subject premises described herein.

RILEY POPE & LANEY, LLC

s/ Christopher M. Wasson

T. Lowndes Pope, SC Bar 66507

Heidi B. Carey, SC Bar 7020

Damon C. Wlodarczyk, SC Bar 70460

Jayne L. Shy, SC Bar 81551

Meredith M. Robertson, SC Bar 68322

Peter M. Balthazor, SC Bar 68244

Christopher M. Wasson, SC Bar 101890

Jason M. Hunter, SC Bar #101501

2838 Devine Street

Post Office Box 11412 (29211)

Columbia, South Carolina 29205

(803) 799-9993

Attorneys for Plaintiff

May 16, 2018

Columbia, South Carolina

Writ posted 6/6/2018
electronically filed May 21, 2018

Exhibit 8

COURT OF COMMON PLEAS
COUNTY OF GREENVILLE

STATE OF SOUTH CAROLINA

[March '18]

Taxation of Costs

Lakeview Loan Servicing, LLC,

Plaintiff

Against
Donna Boyd, et al,

Defendant

[C.A.# 2015-CP-23-07093]

Type of Case Referred: UD

Date of Hearing: 1/12/18

Type: Final

Attorney: Sarah Leonard

Firm: Hutchens Law Firm

Foreclosure Sale: Def waived ✓

Def Demanded

Disb.

[Bid \$ 184910.00

Bidder Plaintiff (3-18)

Deposit \$ _____ Date _____

Interest Due From Bidder: \$ _____

(_____ %: \$ _____ x _____ days)

Deposit Required
(Reference \$ _____)

(Deed \$ 1849.10)

Additional Day

\$ 35.00

2/1/18

Commission

\$ 1849.10

4/20/18

Deed (not incl. in Deposit) \$ _____

Newspaper

Advertisement

\$ 400.95

4/20/18

Ad# 2730844 Lines 81 x 3

TOTAL

\$ _____

Less Deposit Paid

\$ 35.00

Compliance date _____

Amount Received \$ _____

Judgment Debt per Order \$ 293,677.80

Amount Paid to Debt Due Plaintiff:

\$ _____

BALANCE DUE PAYABLE TO

MASTER-IN-EQUITY \$ 2250.05

Received 3/21/18

Ck# 23223 by CPJ

0 23211

Other Costs to Be Paid Separately:

Court Reporter: Danette Hanks

Transcript Fee: \$ 32.50

Received 1/12/18

Check# 21869 (dh)

Date Transcript prepared _____

Date Transcript filed with Clerk 1/29/18

Surplus Funds \$ _____

Costs adjusted as above this

_____ day of _____, 2018

Signature Page Follows

Charles B. Simmons, Jr., Equity Court Judge

Exhibit 8



Greenville Common Pleas

Case Caption: Lakeview Loan Servicing Llc vs. Donna Boyd

Case Number: 2015CP2307093

Type: Master/Taxation of Costs

Taxation of Costs: Receipts and Disbursements
Approved

s/ Judge Charles B. Simmons, Jr. (3023)

Electronically signed on 2018-05-03 10:43:10 page 2 of 2

Posted
July 2, 2018

Exhibit 12



Greenville County Sheriff Johnny Mack Brown
Greenville County Sheriffs Office
Judicial Services Division
Warrant Transmittal

NOTICE

To Whom It May Concern:

Property Located at: 6 Pelham Towers Dr

NO NAME

Incomplete
Address

This Property has been scheduled for an **Eviction** on
7-12-18 at 10:00 AM

This means **ALL Persons and their Property** shall be
Removed from the property and the locks will be
changed this date!

**ALL PERSONAL PROPERTY SHOULD BE
REMOVED PRIOR TO THIS DATE.**

If you have any questions regarding this notice you may contact me at
(864) 467-5396

505-2895

Deputy C.W. Tuten
Greenville County Sheriffs Office
Civil Department

Exhibit 12



Greenville County Sheriff Will Lewis

Date: July 13, 2018

FINAL

NOTICE OF EVICTION

To Whom It May Concern: DONNA BOYD & Occupants

Property Located at: 6 PELHAM TOWNS DR GREENVILLE SC.

zip?

This Property has been scheduled for an Eviction on
July 16, 2018 at 10:00 AM

This means ALL Persons and their property shall be
Removed from the property and the locks will be
changed! ALL PERSONAL PROPERTY SHOULD BE
REMOVED PRIOR TO EVICTION DATE.

If you have any questions regarding this notice you may contact me at
(864) 467-5396 OR (864) 505-1794

D. Ffevent
Number

From "First Notice"

Deputy C.A. Rimer C. TUTEN
Support Div./Civil
Greenville County Sheriffs Office
4 McGee St.
Greenville S.C. 20601
Civil Department



An accredited law enforcement agency
4 McGee St. Greenville, SC 29601 / (864) 467-5280 / Fax (864) 467-5290 email: sloftis@greenvillecounty.org

Exhibit 14



State of South Carolina
Equity Court

December 22nd 2017

Suite 313, County Courthouse
Greenville, S.C. 29601

CHARLES B. SIMMONS, JR.
Judge

Lakeview Loan vs. Donna Boyd (2015-CP-23-07093)

False!

This is a mortgage foreclosure action and Ms. Boyd has appeared before the court on multiple occasions. Her eviction date has been delayed several times.

Exhibit
14A

After review of the file and the issues raised by Ms. Boyd on June 12th, 2018, both Hutchens Law Firm and Riley Pope and Laney Law Firms have been contacted regarding the issue.

Both Law Firms state that the Writ of Assistance issued on May 21st 2018 is valid and as the time to dispute the Writ has lapsed, the Writ will be executed by the Greenville County Sheriff's office at their earliest convenience.

< Date 7/16/2018 >

Judge Charles B. Simmons, Jr.

Requested "stay" June 12, July 12, July 13 and July 16, 2018. Appellant Unlawfully evicted from her home on July 16 and July 17, 2018. Secretary of Veterans Affairs received "title" on July 17, 2018.

ELECTRONICALLY FILED - 2018 Jul 17 9:06 AM - GREENVILLE - COMMON PLEAS - CASE#2015CP2307093



Sheriff

Johnny Mack Brown
Greenville County Sheriff's Office

Exhibit 14A

527
UNIT: 546

DATE: 6/13/18 CIVIL PAPER DIVISION

CIVIL PAPER NUMBER: 2018-SDCP-06009

NUMBER OF ATTEMPTS: _____

TYPE OF PAPER: WRIT OF ASSISTANCE

CASE NUMBER: 15CP2307093

DEADLINE DATE: _____

DEFENDANT: BOYD, DONNA, ET AL

12/7/64
5'9"/155

6 PELHAM TOWNES DRIVE
GREENVILLE SC 29615
TELEPHONE: _____

PLAINTIFF: LAKEVIEW LOAN SERVICING LLC

ATTORNEY : RILEY POPE & LANEY, LLC

ENTER THE NAME OF THE PERSON SERVED: _____

ENTER THE LOCATION WHERE SERVED: _____

DATE SERVED: _____

TIME SERVED: _____

REMARKS: _____

APS = 6/6/18

Post: 7/2/18

Evict: 7/12/18

moved to 7/16/18 @ 10AM

7/13 = Talked w/ Masters/Equity Ct,

No stay granted

Address posted by 546

@ 1301 hrs on 18-125028

- Contacted reattent
Plaintiffs Attny re. set out

7/16/18-126523

6/14 - appears occ.

7/2 = spoke w/ Donna re.
set out date

7/11 = spoke w/ Ashley @
Simmons Court. No
stays granted.

7/12 = Talked with Wanda
@ Masters in Equity Ct
@ Sea Code 5 #18-12426





Greenville County Sheriff's Office

Civil Division

601 E. McBee Ave., Suite 101
Greenville, South Carolina 29601
Phone (864) 282-0008 Fax (864) 235-9171



Party Requesting Service:

RILEY POPE & LANEY, LLC
Attn: Donna F Griffin
P.O. Box 11412
Columbia, SC 29211

CCJY

AFFIDAVIT OF SERVICE

Donna Boyd and/or Occupant

Lakeview Loan Servicing, LLC, et. al., Plaintiff(s)

vs.

Donna Boyd, et. al., Defendant(s)

Case No: 2015-CP-23-07093

Name of Deputy:

Kathryn L. Monahan

, undersigned, being duly sworn, deposes and says that at time of service, s/he was over the age of twenty-one, was not a party to this action;

Date/Time of Service

that on 06-Jun-2018 05:10 pm

Place of Service:

at 6 Pelham Townes Drive, City of Greenville, State of SC

Documents Served:

the undersigned served the documents described as:
Writ of Assistance

Service of Process on,
Person Served, and
Method of Service:

A true and correct copy of the aforesaid document(s) was served on:
Donna Boyd, and/or Occupant

By Posting the documents to the front door
after due and diligent efforts were made to serve the defendant as listed below:

Attempts:

Dates Times of
Attempted Service

Address Attempted

Details of Attempts

29-May-2018 9:25 am 6 Pelham Townes Drive
Greenville, SC 29615

No one home. Left card.

31-May-2018 2:20 pm 6 Pelham Townes Drive
Greenville, SC 29615

No one home. Left card.

Signature of Deputy:

Subscribed and sworn to before me on
8th day of June, 2018

Undersigned declares under penalty of
perjury that the foregoing is true and correct.

[Signature]
Notary Public for South Carolina
My Commission Expires 7-7-23

[Signature]
Kathryn L. Monahan

Exhibit 14A

Property sold
To Secretary of VA
on Mar 8, 2018
VA paid acquisition
1004,910 on March 12

RILEY POPE & LANEY, LLC
ATTORNEYS AND COUNSELORS AT LAW

2838 DEVINE STREET
POST OFFICE BOX 11412 (29211)
COLUMBIA, SOUTH CAROLINA 29205

TELEPHONE
(803) 799-9993

FACSIMILE
(803) 239-1414

May 21, 2018

Greenville County Sheriff
Attn: Civil Process
601 E. McBee Avenue, Suite 101
Greenville, SC 29601

Granted to
VA
Special Warrant Deed
dated May 11, 2018
Filed May 11, 2018

GREENVILLE COUNTY
SHERIFF'S OFFICE
CIVIL DIVISION

Re: Lakeview Loan Servicing, LLC vs. Donna Boyd; The Townes at Pelham
Owners' Association, Inc.
Calendar No.: 2015-CP-23-07093
Our File No.: 4067.01318
Property Address: 6 Pelham Townes Drive, Greenville, SC 29615

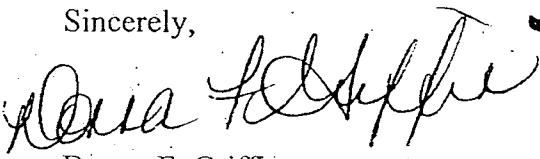
Dear Sheriff:

Please find enclosed two copies of the Writ of Assistance in this matter. Also find ~~enclosed~~ our check made payable to the Greenville County Sheriff's Department in the amount of \$25.00 to cover the mandatory fees. We are requesting that you complete service of the Writ of Assistance.

If the property appears vacant and/or you are unable to effect personal service of the occupants, service may be made by posting the Writ to both the front and back door of the subject property, with the Affidavit of Service stating same. Upon completion of service, please forward your Affidavit of Service to our office; and please contact me with the exact lock-out date information.

If you have any questions regarding this matter, please contact Donna F. Griffin at (803) 799-9993. Thank you in advance for your prompt attention and cooperation in this matter.

Sincerely,

[]
Donna F. Griffin
Paralegal

/dfg

Exhibit 14A



Greenville Common Pleas

Case Caption: Lakeview Loan Servicing Llc vs. Donna Boyd

Case Number: 2015CP2307093

Type: < Order/Writ Of Assistance >

And It Is So Ordered!

s/ Judge Charles B. Simmons, Jr. (3023)

Electronically signed on 2018-05-20 13:07:48 page 3 of 3

ELECTRONICALLY FILED - 2018 May 21 8:42 AM - GREENVILLE - COMMON PLEAS - CASE#2015CP2307093

Exhibit 14A

ELECTRONICALLY FILED - 2018 May 21 8:42 AM - GREENVILLE - COMMON PLEAS - CASE#2015CP2307093

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Lakeview Loan Servicing, LLC,

Plaintiff,

vs.

Donna Boyd; The Townes at Pelham
Owners' Association, Inc.,

Defendant.

IN THE COURT OF COMMON PLEAS

C/A NO.: 2015-CP-23-07093

WRIT OF ASSISTANCE

(File No. 2067.01318)

This matter came before me regarding the above named Defendant Donna Boyd or any occupant of the ~~property located~~ at 6 Pelham Townes Drive, Greenville, SC 29615 to issue a Writ of Assistance by this Court to ~~the Sheriff~~ of Greenville County, South Carolina, ordering and directing him to remove, peaceably or forcibly, ~~the Defendant~~, Donna Boyd; together with any and all persons claiming under said Defendant, and all of their personal property located within or on the subject premises described herein.

It appears that the Plaintiff was the successful bidder at the public sale of the subject premises on March 5, 2018, resulting in a Master's Deed filed in Book 2534/5490 of the Greenville County Register of Deeds Office. That Plaintiff is entitled to possession of the subject premises.

NOW, THEREFORE,

UPON MOTION of Riley Pope & Laney, LLC, Attorneys for the Plaintiff,

IT IS HEREBY ORDERED that the Plaintiff is entitled to recover possession of the premises described as follows:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville being shown and designated as Lot 1 of The Townes at Pelham as shown on plat thereof being recorded in Plat Book 1029 at Page 25 and being shown and designated on a new plat prepared by Sinclair & Associates, LLC for Donna Boyd being recorded in Plat Book 67 at Page 8 and having, according to said plat, metes and bounds as shown thereon.

0540-45-01-028.00

IT IS FURTHER ORDERED that upon receipt of a copy of this Order, the Sheriff of Greenville County, South Carolina, or his authorized deputies be, and they hereby are, directed and authorized to post a copy of the this Order, and/or serve a copy of this Order upon the occupant(s) of the referenced property.

IT IS FURTHER ORDERED that not less than 21 days subsequent to said posting or service, the Sheriff shall be authorized to enter upon the aforescribed premises, by force if necessary, and seize the said premises and to remove therefrom any and all such persons who may be occupying the same, together with all of their possessions, and to put the Plaintiff in full, peaceful and quiet possession of the premises without delay, and

Exhibit 14A

Hereafter, within ten (10) days, make due Return to the Clerk of Court for Greenville County, South Carolina, showing how this Order has been executed.

IT IS FURTHER ORDERED that the Sheriff shall have discretion to extend the date of seizure, but not more than 30 days from the date of said service or posting, absent a further Order.

IT IS FURTHER ORDERED that, should the Defendant and/or occupant(s) of the property challenge Plaintiff's right to possession, said Defendant and/or occupant(s), upon filing a Motion to Stay Writ of Assistance, shall be entitled to an expedited hearing, which may be scheduled with the Court by calling (864) 467-8556, but only after filing said motion with the Clerk of Court.

AND IT IS SO ORDERED.

JUDGE'S SIGNATURE PAGE TO FOLLOW

NO DUE PROCESS!!!

ELECTRONICALLY FILED - 2018 May 21 8:42 AM - GREENVILLE - COMMON PLEAS - CASE#2015CP2307093

Exhibit 15A

A Primer for Mortgage Foreclosures in South Carolina

by Judge Charles B. Simmons, Jr.

This article was originally published in the May/June, 1995 issue of the South Carolina Lawyer magazine. It is published here with the permission of the author and the South Carolina Bar.

Whether one likes it or not, sooner or later most lawyers will have clients seeking to foreclose a note and mortgage. The primary purpose, of course, in a mortgage foreclosure suit is to have the mortgaged property sold and the proceeds of sale applied against the debt secured by the property. This article will guide the reader through a fairly typical mortgage foreclosure action.

In counties having Equity Court Judges, also known as Masters in Equity, those courts handle most of the mortgage foreclosure actions. Circuit courts also have jurisdiction to hear foreclosures and do so most often in counties without Equity Judges. In order to foreclose a mortgage efficiently and correctly, a lawyer needs to take the following steps.

1) Review of the Documents. Take a close look at the note, mortgage and any other related documents to ensure that the debtor is, in fact, in default on the note and mortgage. Never fall into the trap of assuming that what the client tells the lawyer is necessarily accurate. Also, the client may not be aware that certain legal requirements in the note and mortgage or the South Carolina Code may be applicable.

2) Title Exam. Have a title exam performed to determine what parties may have mortgages, liens or other claims on the property. The lawyer should name these other parties as defendants. The purpose of the foreclosure suit is, of course, to bring before the court all parties necessary to a complete determination or settlement of the issues.

Caveats. 1) A creditor having a superior lien to the mortgage being foreclosed is a proper party, but not a necessary party. The property may be sold subject to the lien. 2) One who acquires title to the mortgaged property after the proper filing of the lis pendens is not a necessary party. A subsequent purchaser is bound by the foreclosure decree to the same extent as if made a party.

3) Lis Pendens. The plaintiff must file a lis pendens in all mortgage foreclosure suits pursuant to S.C. Code Ann. § 15-11-10 et. seq. (1976). The lis pendens gives constructive notice of the foreclosure action to any subsequent purchasers or creditors. A lis pendens must be filed no more than 20 days before the filing of the complaint and no less than 20 days prior to the entry of a foreclosure decree. §15-11-10. If filed more than 20 days before the filing of the complaint, the lis pendens is automatically invalid. Service of the lis pendens must be made within 60 days after the date of its filing or it will be rendered invalid. § 15-11-30.

4) Complaint. The complaint is controlled by the South Carolina Rules of Civil Procedure. All pertinent information should be set forth in the complaint, such as the note and the mortgage, and a description of the real property being foreclosed. The complaint should demand foreclosure of the equity of redemption and a judgment for the sale of the mortgaged property to satisfy the mortgage

2014-000701
Contact

Master-In-Equity

Charleston County Judicial Center
100 Broad Street, Suite 266
Charleston, SC 29401

Phone: (843)958-5070

Fax: (843)958-5077

Office Hours:

Mon. - Fri. 8:30am - 5pm



All Departments

property owner's name and the plaintiff's name. If the deficiency is waived, the Notice of Sale must state that the bidding will not remain open for 30 days. § 15-39-760.

10) Confirmation of Sale If the case has been referred with finality, the Equity Judge may issue an order, an Order of Sale, Receipts and Disbursements and an Order of Confirmation all as a single document. Rule 71(b). If, however, the case was not referred for final judgment, the Equity Judge issues a Report on Sale, Receipts and Disbursements and provides notice of the Report to all parties who have appeared in the action. Rule 53(e)(1). The Plaintiff may take exception to this Report within 10 days. Rule 53 (e)(2). If no exceptions are served within 10 days, an order confirming the sale is issued by the circuit court.

11) Deed. Once the high bidder has complied with his or her bid, the Equity Judge or other court officer making the sale executes a deed to the purchaser. Rule 71(b). This is not a general warranty deed but is a Master's Deed. In other words, the Master's Deed conveys whatever title is represented by the property interests properly before the court. If there is a defect in the foreclosure action itself, the Master's Deed may not even convey clear, marketable title.

12) Surplus Fund. Occasionally there are funds remaining on deposit with the court after the plaintiff's debt and costs are paid. Rule 71(c), SCRCP, addresses the procedure to be followed in this case.

13) The "Oops" Rule. Occasionally even the most well-seasoned practitioner will omit a junior lienholder or junior mortgagor. An omitted junior lienholder or omitted junior mortgagor retains its right of redemption and retains its lien in the property itself. See *Peeples v. Snyder*, 141 S.C. 152, 139 S.E. 409 (1927). If this occurs, the lawyer handling the mortgage foreclosure action may bring a Rule to Show Cause requiring the omitted lienholder or mortgage holder to show cause why the lienholder or mortgage holder should not be bound by the foreclosure proceedings. The omitted junior lienholder or mortgage holder can prevail only if the land is worth more than the total of the prior encumbrances and if it is established that, in all probability, a resale of the land would generate proceeds which would reach the claim of the junior lienholder or mortgage holder. See *Union National Bank of Columbia v. Cook*, 110 S.C. 99, 96 S.E. 484 (1918).

14) Writ of Assistance. If, after the high bidder has complied with the bid and received a deed, the debtor or other occupants refuse to vacate the property, the successful purchaser has the right to return to the court to seek a Writ of Assistance that directs the sheriff to eject the person remaining on the property. See *Griggs v. Griggs*, 205 S.C. 276, 31 S.E.2d 505 (1944).

In closing, it is important to understand that this article is in no way meant to be an exhaustive study of the law of mortgage foreclosures. Rather, this brief summary is meant as a primer for lawyers who only occasionally handle foreclosure cases.

Charles B. Simmons Jr. is an Equity Court Judge (Master in Equity) in Greenville County. He also serves as a special circuit judge.

Lakeview allegedly
received "Deed" on
March 22, 2018
But transferred
property to VA
on March 8, 2018

Exhibit 14

MICHAEL F. TALLEY, LLC

Attorney at Law

206 Green Avenue
Greenville, South Carolina 29601
Across from Greenville High School
talleylaw@aol.com

Post Office Box 10081

March 4, 2014

Fax: 864-370-0071
Phone: 864-233-6229

Ms. Donna Boyd
P. O. Box 1168
Mauldn, S. C. 29662

RE: Townes at Pelham vs. Donna Boyd et. al.
2012-CP-23-3686

Dear Ms. Boyd:

Enclosed please find a Copy of the Court Order in your above case which ends your case on the Trial level.

As I mentioned to you, I feel that the Court committed several reversal errors and you have the right to appeal this Court's decision to the S. C. Court of Appeals.

If you disagree with this Court's Order, you have thirty (30) days to appeal this Order to the South Carolina Court of Appeals, to-wit: on or before April 2, 2014.

Further, this Court Order provides for the public sale of your home after it has been published in the Greenville News for three (3) consecutive weeks but you also have the right to enter a bid on your home to reclaim it.

I have also contacted Magistrate Ford's Court and notified it that you are in Law School outside of the State and that we need to continue your case until sometimes after May.

I will let you know if your case has been continued.

Yours truly,

Michael F. Talley

MFT/
Enclosures:

Judge Simmons,
Pretended to provide
oral ruling on
2/10/14 And when
Appellant did not
respond, Judge sent
"written
order"

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

JUDGMENT IN A CIVIL CASE

CASE NO: 2012CP2303686

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER
JULY 28 PM 3:58

Townes At Pelham Owners Association Inc vs. Donna Boyd

CHECK ONE:

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):**
SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Rule 12(b), SCRPC; ☐ Rule 41(a),
☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):**
☐ 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;

☐ Statement of Judgment by the Court:

NOTICE

This is a notice to you that an Order of Foreclosure in this case has been filed in the Clerk of Court's Office. To obtain a certified copy, you may contact our office by phone (864) 467-8551 or email a request to cnoblitt@greenvillecounty.org. If you would like a copy via email, please provide a valid email address.

Dated at Greenville, South Carolina, this 28th day of February, 2014.

Court Reporter:

J. Chris Brown Babb & Brown, P.C. 505 W. Butler
Road Greenville, SC 29607

ATTORNEY(S) FOR THE PLAINTIFF(S)

PRESIDING JUDGE -

Genevieve Speese Johnson Butler and Hosch, P.A.
1201 Main Street, Ste. 1110 Columbia, SC 29201
Michael F. Talley Sr. 206 Green Avenue
Greenville, SC 29601

ATTORNEY(S) FOR THE DEFENDANT(S)

Paul B. Wickensimer - Greenville County Clerk Of Court
- Clerk of Court

Not Electronically Filed

Exhibit 18

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2012- CP-23-3686

Townes at Pelham Owners' Association, Inc.

Donna Boyd

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: J. Chris Brown

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

DISPOSITION TYPE (CHECK ONE)

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

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

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

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE PUBLIC INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order.

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.

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER
FEB 28 PM 3 59

NOT Electronically Filed

Circuit Court Judge

3023
Judge Code

Date

2/11/14

For Clerk of Court Office Use Only

This judgment was entered on the 28 day of Feb, 2014 and a copy mailed first class or placed in the appropriate attorney's box on this 28 day of Feb 2014 to attorneys of record or to parties (when appearing pro se) as follows:

J. Chris Brown

Michael F. Talley

505 W. Butler Road

206 Green Avenue

Greenville, SC 29601

Greenville, SC 29601

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

Signed 2/11/14

Filed 2/28/14

Letter informing Appellant
of "Oral Ruling" dated
February 10, 2014?
Judge Simmons purposely
delayed to issue
Fake Order

Exhibit 16

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Townes at Pelham Owners'
Association, Inc.,
Plaintiff,

vs.

Donna Boyd, Bank of America, N.A.,
By Assignment from Mortgage
Electronic Registration Systems,
Defendants,

AND

Donna Boyd,
Third Party Plaintiff,
Vs.
Eric Hedrick, in his Individual and
Official Capacity as Owner or President
Of Cornerstone Realty, Inc. and
Cornerstone Realty, Inc.,
Third Party Defendants.

) IN THE COURT OF COMMON PLEAS
) FOR THE THIRTEENTH JUDICIAL CIRCUIT
) CASE NO.: 2012-CP-23-3686 ✓

**MASTER'S ORDER AND JUDGMENT
OF FORECLOSURE AND SALE**

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMMER
2014 FEB 28 5 PM 3 59

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

TO: J. Chris Brown
BABB & BROWN, P.C.
Attorneys for the Plaintiff and Third Party Defendants

INTRODUCTION

This action was originally filed by Plaintiff as a foreclosure of a Notice of Lien for non-payment of homeowners' assessments. The Defendant subsequently responded by filing an Answer and Counterclaim against the named Third Party Defendants. Pursuant to Rule 53, SCRCF, the matter was referred to the Master-in-Equity to make appropriate findings of fact and conclusions of law with authority to enter final judgment in the case.

ENTERED COMPUTER



Not Electronically Filed

Pursuant to the Order of Reference, a hearing was held on January 10, 2014. The Plaintiff was represented by its counsel, J. Chris Brown. Property Manager, Eric Hedrick of Cornerstone Realty, Inc. appeared on behalf of Townes at Pelham Owners' Association, Inc. The Defendant was present at the hearing and represented by her attorneys, Michael Talley and Michanna Talley. The Third Party Defendants, Eric Hedrick and Cornerstone Realty, Inc. were present and represented by their counsel, J. Chris Brown. At the hearing, testimony was taken on all the issues contained in the foreclosure action and Counterclaim. From the testimony and evidence presented at the hearing, I make the following findings of fact and conclusions of law:

FINDINGS OF FACT AS TO FORECLOSURE ACTION

1. This Court has jurisdiction and venue over this matter. The real property which is the subject of this litigation is located in Greenville County, South Carolina. The issue before the Court is the foreclosure of a lien against real property, a matter which is a matter of equity.
2. The Declaration of Covenants, Conditions and Restrictions for The Townes at Pelham allow for the foreclosure of liens for unpaid monthly assessments. The evidence clearly showed that assessments have not been paid by Defendant, Donna Boyd, allowing for the foreclosure.
3. The lien was filed on November 11, 2009.
4. The Summons and Complaint and Lis Pendens were filed on June 5, 2012.
5. Service was made upon the Defendants named in this report, as shown by the Affidavits of Service filed herein.
6. The Defendant, Bank of America, N.A., filed an Answer on December 6, 2012 but did not attend the hearing. *was not provided Notice for 1/10/20K Hearing. Also transferred Property to M+T on 8/13*
7. The Defendant, Donna Boyd, filed an Answer and Counterclaim and Third Party Complaint against Defendants, Eric Hedrick and Cornerstone Realty, Inc. on December 31, 2012.

NO
Jurisdiction
15-11-30

Deliberately
Omitted
Date of
Service

Statute
15-11-30

Appellant served
while standing
in line to
October 31
2012
Filed
11/14

Not Electronically Filed

Exhibit 16

8. The Third Party Defendants, Eric Hedrick, Individually and as President of Cornerstone Realty, Inc. filed an Answer to the Third Party Claims and Counterclaim on March 15, 2013.
9. All parties herein and/or all attorneys of record were notified of the time, date, and place of the hearing in this matter.
10. According to the Affidavits filed herein, the Defendants are not in the military service of the United States of America, as contemplated under the Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.
11. The titleholder of record in and to the subject property as of the filing of the Lis Pendens in this action is Donna Boyd.
12. Based upon the testimony of Eric Hedrick as Manager of the Townes at Pelham Owners' Association, Inc., I find that payments due to the Townes at Pelham Owners' Association, Inc. have not been made since 2009 and the Defendant, Donna Boyd, is delinquent in the payments of her homeowners' dues in the amount of \$4,070.00.
13. I find from the Declaration of Covenants, Conditions, and Restrictions for The Townes at Pelham which were admitted as evidence without objection that every owner is required to pay monthly dues and there are no provisions contained therein which allow an owner to unilaterally withhold payment.
14. I find based upon the testimony presented and the evidence submitted that Defendant, Donna Boyd, is delinquent in the payment of her monthly assessments and the Plaintiff has the right to foreclose its lien.
15. I find that since the inception of this action, Plaintiff's attorney has assumed responsibility for the institution of this action and has searched and updated the title on the subject property from the date the current owner received the property to the date of the filing of the Lis Pendens. He has been responsible for the preparation of the following pleadings in this contested matter:
 - a. Lis Pendens;
 - b. Summons and Complaint for Foreclosure of Lien;
 - c. Affidavit of Non-Military Service;
 - d. Responsive pleadings;
 - e. Discovery;

- f. Order of Reference;
- g. Preparation for and court appearance before Master in Equity;
- h. Proposed Final Decree;
- i. Other documents as applicable pertaining to service and finalization of this action.

Additionally, he has arranged for service of process on the Defendants, has scheduled and attended a deposition and the hearing in this matter. Future duties include forwarding copies of the Decree to the Defendants, advising the Defendants of the date that the property will be sold, arranging and coordinating the amount to be bid by Plaintiff, representation of Plaintiff at sale and preparation of after sale documentation as required. In light of the potential liabilities inherent in a property matter and the attendant responsibilities, I find that the attorney's fees requested by the Plaintiff in the amount of \$12,173.51 are reasonable given the contested issues which have been litigated in this action for over a year.

16. The amount due and owing to the homeowners' association, with interest at the rate provided in the Restrictive Covenants, and other costs and expenses of collection, including an attorney's fee, is as follows:

Principal balance and late fees due:	\$ 4,610.00
Interest:	4,512.84
Attorney's fees:	12,173.51
Costs:	<u>559.84</u>

TOTAL DEBT \$ 21,856.19

Amount prayed for
and Amount granted
" Different in Kind

After the date of judgment, interest at the rate of 18% on the total judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by lien.

17. That the Plaintiff hereby specifically waives its right to a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due unto the Plaintiff, including costs and attorneys' fees.



Exhibit 16

18. Since a personal deficiency judgment is being waived, the bidding will not remain open but compliance with the bid may be made immediately.
19. Defendant, Bank of America, N.A., by assignment from Mortgage Electronic Registration Systems holds a valid first mortgage on the property and the Plaintiff's lien is second and subsequent to the mortgage of Bank of America, N.A.

FINDINGS OF FACT AS TO THIRD PARTY COMPLAINT AND
COUNTERCLAIM

1. I find in regards to the Third Party Claims and Counterclaim filed against Plaintiff and Third Party Defendants the following:
 - a. There is a lack of sufficient evidence to prove the drainage issue was located on Defendant Boyd's property; thereby giving her standing to file the legal action against the property owners' association or either Third Party Defendant.
 - b. There is a lack of sufficient evidence to prove any amount of water consistently stood on her property for more than 48 hours.
 - c. There is a lack of sufficient evidence as to the proximate cause of drainage issues or to reasoning why the property owners' association and/or either Third Party Defendant would be responsible for the drainage issue.
 - d. There is lack of sufficient evidence that the property owners' Association or either Third Party Defendant was negligent in any manner.
 - e. Furthermore, I find even if the Plaintiff or either Third Party Defendant had been found liable for the drainage issue, there is insufficient proof of any damages.
2. As to the Defendant's, Donna Boyd, Counterclaim and Third Party Complaint, the Defendant, Donna Boyd, has failed to present credible evidence to this Court to support the Counterclaim or the Third Party Complaint. The burden of proof is upon the Defendant, Donna Boyd, as to the allegations set forth in the Counterclaim and Third Party Complaint. Donna Boyd failed to prove the elements of liability necessary for this Court to find in her favor on the Counterclaim or the Third Party Complaint as a matter of law.



Exhibit 16

CONCLUSIONS OF LAW

I, therefore, conclude as a matter of law as follows:

1. The Plaintiff should have judgment of foreclosure of the lien and the property should be ordered sold at public auction after due advertisement.
2. The Defendant and Third Party Plaintiff did not meet the requisite burden of proof on any of the Third Party Claims or Counterclaim and, therefore, the Plaintiff and Third Party Defendants are not liable for any of the claims or damages alleged in the Third Party Complaint and Counterclaim.

IT IS THEREFORE ORDERED:

1. There is due to the Plaintiff on the obligation set forth in the Complaint, the sum of \$21,856.19 representing the "Total Debt" due Plaintiff, as set forth supra, together with interest at the rate provided therein from the date aforesaid to the date hereof.
2. The amount due in the preceding paragraph (the "Total Debt" as set forth supra and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff and shall accrue interest hereafter at the rate of eighteen percent (18%) per annum.
3. That the Defendant is liable for the aforesaid homeowners assessment debt shall, on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or Plaintiff's attorney, the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.
4. That on default of payment at or before the time herein indicated, the premises described in the Complaint, as hereinafter set forth, be sold by the Master in Equity at public auction at the Master's Courtroom, Greenville County Courthouse, Greenville,

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Exhibit 16

South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on Tuesday next succeeding such holiday) on 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), same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within twenty (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 18%.
- C. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.
- D. Purchaser to pay for papers and costs of recording the Deed.
5. If Plaintiff be the successful bidder at the said sale, for a sum not exceeding the amount of costs, disbursements and expenses and the indebtedness of the Plaintiff in full, Plaintiff may pay to the Master In Equity only the amount of the costs, disbursements and expenses crediting the balance of the bid on Plaintiff's indebtedness.
6. Personal or deficiency judgment having been waived, the bidding will not remain open after the date of sale but compliance with the bid may be made immediately.
7. That the Master In Equity will, by advertisement according to law, give notice of the time, date, place of sale, and the terms thereof, and will execute to the Purchaser, or Purchasers, a deed to the premises sold. The 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 twenty

7

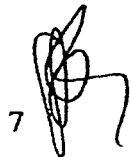


Exhibit 16

(20) days after date of sale, then the Master In Equity may advertise the said premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

8. That should the Plaintiff, Plaintiff's attorney or agent, fail to appear on sales day, the property shall not be sold, and in that event, any such sale shall be null and void and of no force and effect; the property shall be re-advertised and sold at some convenient sales day thereafter when the Plaintiff, Plaintiff's attorney, or agent is present.

9. That the Master in Equity will apply the proceeds of the sale as follows:

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

NEXT: To the payment of the balance due on the lien held by Plaintiff.

NEXT: Any surplus will be held pending further order of the Court.

10. IT IS FURTHER ORDERED that in the event the successful bidder is other than the Defendants in possession herein, the Sheriff of Greenville County is ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder 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.

11. IT IS FURTHER ORDERED that each Defendant and all persons whomsoever claiming under him, her, or them, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

12. IT IS FURTHER ORDERED that the Deed of conveyances 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 property at the time of filing of this action, and the name of the Grantee, and the Register of Deeds or Master In Equity is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.
13. The Master in Equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.
14. The Master in Equity shall direct the Register of Deeds to release of record the lien being foreclosed, after the Order Confirming Sale and Disbursements has been executed and filed, which lien is described as follows:

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot No. 1 of The Townes at Pelham as shown on a plat thereof being recorded in the Plat Book 1029 at Page 25 and being shown and designated on a new plat prepared by Sinclair & Associates, LLC for Donna Boyd, being recorded in Plat Book 67 at Page 8 and having, according to said plat, metes and bounds as shown thereon.

This being the same property conveyed to Donna Boyd by deed of NVR, Inc. dated January 7, 2008 and recorded January 9, 2008 in the Register of Deeds Office for Greenville County in Book 2308 at Page 734.

This being the same property conveyed to Donna Boyd by deed of NVR, Inc. dated January 7, 2008, and recorded January 9, 2008 in the Register of Deeds Office for Greenville County in Book 2308 at Page 734.

Tax Map #0540.45-01-028.00.

15. IT IS FURTHER ORDERED that if the Plaintiff or the 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

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Exhibit 16A

MICHAEL F. TALLEY, LLC

Attorney at Law

206 Green Avenue
Greenville, South Carolina 29601
Across from Greenville High School
talleylaw@aol.com

Post Office Box 10081

February 10, 2014

Fax: 864-370-0071
Phone: 864-233-6229

Ms. Donna Boyd
P. O. Box 1168
Mauldin S. C. 29662

RE: Your Foreclosure Action in our Office

Dear Ms. Boyd:

The Court has issued an Oral Ruling in your case which will be reduced to writing. However, in reducing its Oral Ruling to a written Order, please be advised that the Court can modify or amend it.

Nevertheless, at present, the Court has issued an Oral Judgment of Foreclosure and Sale against you on Townes at Pelham's Foreclosure Claim for \$21,856.19.

On your Cross-Claim against Eric Hedrick, the Court has ruled against you for the following reasons:

- 1) There was a lack of evidence to prove that the drainage issue was on your property.:
- 2) There was a lack of evidence to prove that the water stood consistently on your property for 48 hours.
- 3) There was a lack of evidence as to the proximate cause of drainage issues or to reasoning why the property owners' Association or either Third Party Defendant (Hedrick) would be responsible for the drainage issues.
- 4) There is a lack of evidence that the owners' Association was negligent in any manner; and.
- 5) That even if the Plaintiff or Third Party defendant had been found liable for the drainage issues, there is lack of evidence of any damage.

Eric Hedrick
Former Builder
Deeded
Property
to
Judge
Simmons

I disagree with the Court's ruling because it appears that the Court totally disregarded the evidence that was presented on your behalf.

Nevertheless, if you disagree with the Court's findings, you have the right to Appeal to the South Carolina Court of Appeals within thirty (30) days after the receipt of the Court's written Order.

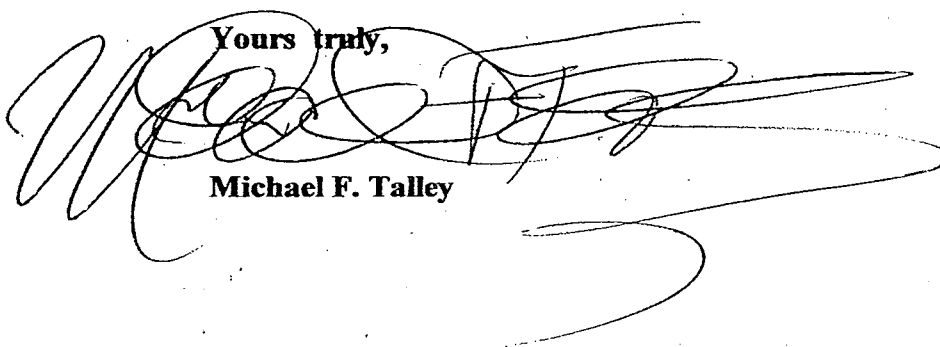
Our fee for pursuing an Appeal on your behalf to the S. C. Court of Appeals would be \$6,000.00 plus \$1,500.00 for expenses in the form of printing costs and the cost of the Trial Transcript.

On the other hand, you have the right to pay the above Judgment amount of \$21,856.19 which will accrue interest at 18% interest.

However, should you retain another attorney to pursue an Appeal on your behalf, please let us know.

We will forward you the Written Order once we receive it.

Yours truly,

A large, stylized handwritten signature in black ink, appearing to read 'Michael F. Talley', is written over the typed name. The signature is highly cursive and loops around the text.

Michael F. Talley

MFT/

Exhibit 17

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

Lakeview Loan Servicing, LLC ,

PLAINTIFF,

vs.

Donna Boyd; The Townes at Pelham Owners'
Association, Inc.

DEFENDANT(S)

MASTER'S ORDER AND
JUDGMENT OF FORECLOSURE AND SALE

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2015-CP-23-07093

DEFICIENCY WAIVED

Non-eligible under the Home Affordable
Modification Program

TO:
Hutchens Law Firm
Attorney for Plaintiff

Filed Bankruptcy
Oct 1, 2016

Pursuant to Rule 53 SCRPC, the above-entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in the cause. Pursuant to the said Order of Reference a hearing was held, attended by the attorneys of record, the testimony was taken, which is reported herewith, and from the testimony and evidence, I find conclude and order as follows:

PROCEDURAL HISTORY

1. The Lis Pendens was filed on November 30, 2015. _____
2. The Summons and Complaint were filed on November 30, 2015. _____
3. Service was made upon the Defendant(s) named in this Order as is shown by the Proof(s) of Service filed herein.
4. That the Defendant(s) Donna Boyd; The Townes at Pelham Owners' Association, Inc., are in default as shown by the Affidavit of Default on file herein.
5. The Defendant(s) and/or all attorneys of record were notified of the time, date, and place of the hearing in this matter.
6. According to the Affidavit filed herein, no Defendant in default is in the Military Service of the United States of America, as contemplated under the Service members Civil Relief Act, and any amendments thereto.
7. The loan is not subject to the Supreme Court of South Carolina's Administrative Order _____

Exhibit 17

Principal Residence of the Appellant since January 7, 2008

(Order No. 2011-05-02-01) because the subject property is not an owner-occupied dwelling as defined in Paragraph A.(3) of said Order.

Eric Hedrick
Townes at Pelham, LLC

FINDINGS OF FACT

1. For value received, Donna Boyd made, executed and delivered a Note dated January 7, 2008, promising thereby to pay to the order of NVR Mortgage Finance, Inc. the sum of Two Hundred Twenty-Two Thousand Seven Hundred Ninety-Two Dollars and No Cents (\$222,792.00) with interest at 5.5 percent per annum. Other terms and conditions are stated in the Note, which is of record herein.

2. To better secure the payment of the Note described above, the said Donna Boyd made, executed and delivered to Mortgage Electronic Registration Systems, Inc., as nominee for NVR Mortgage Finance, Inc., its successors and assigns a mortgage in writing, dated January 7, 2008, covering real property in Greenville County, which is the same as that described in the Complaint. The mortgage was filed on January 9, 2008, and is of record in the Office of the Register of Deeds for Greenville County in Mortgage Book MO 4905 at page 464.

3. Thereafter, by virtue of an assignment dated April 19, 2012 and recorded April 24, 2012, in Mortgage Book MO 5158 at page 5959, Mortgage Electronic Registration Systems, Inc., assigned said mortgage unto Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP.

4. Thereafter, by virtue of an assignment dated August 1, 2013 and recorded September 19, 2013, in Mortgage Book MO 5232 at page 1430, Bank of America, N.A., assigned said mortgage unto Lakeview Loan Servicing, LLC.

5. Thereafter, by virtue of a Corrective Assignment dated May 1, 2014 and recorded August 14, 2014, in Mortgage Book MO 5265 at page 533, Mortgage Electronic Registration Systems, Inc., as nominee for NVR Mortgage Finance, Inc., its successors and assigns, assigned said mortgage unto Bank of America, N.A.

6. Thereafter, by virtue of an assignment dated July 21, 2014 and recorded August 18, 2014, in Mortgage Book MO 5265 at page 2158, Bank of America, N.A. by Manufacturers and Traders Trust Company, A/K/A M&T Bank, a New York Corporation, as Attorney in Fact for Bank of America, National Association pursuant to a Limited Power of Attorney dated July 3, 2013 from Bank of America, National Association to Manufacturers and Traders Company A/K/A M&T Bank, assigned said mortgage unto Lakeview Loan Servicing, LLC making Lakeview Loan Servicing, LLC the present lien holder and Plaintiff herein.

7. Thereafter, Donna Boyd and Plaintiff entered into a Loan Modification Agreement June 29, 2015 whereby the principal balance was modified to \$254,821.63 and the interest rate was reduced to Four and 25/100 percent (4.25%) per annum.

8. The above referenced instrument constitutes a first mortgage lien and is a purchase money mortgage with the proceeds of the loan being used to purchase the property.

9. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, 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.

10. I find that since the inception of this action, plaintiff's attorney has assumed responsibility for the institution of this action and has searched and updated the title on the subject property from the date the current owner received the property or the date the mortgage was executed to the date of the filing of the Lis Pendens.

The Firm has been responsible for the preparation of the following pleadings:

1. Notice of Foreclosure Intervention
2. Lis Pendens
3. Summons and Complaint
4. Affidavit of Default
5. Order of Reference
6. Notice of Hearing
7. Proposed Master's Order and Judgment of Foreclosure and Sale
8. Notice of Sale
9. Record of Hearing
10. Other documents as applicable pertaining to service, foreclosure intervention and prosecution of the action.

Additionally, the Firm has arranged for service of process on the Defendant(s), has scheduled and attended the hearing in the matter, has provided reinstatement/payoff figures to the primary Defendant(s), if requested, and has had telephone conversations with the Defendant(s), if requested. Future duties include forwarding copies of the Master's Order and Judgment of Foreclosure and Sale to the Defendant(s), advising the Defendant(s) of the date that the property will be sold, arranging and coordinating the amount to be bid by Plaintiff, representation of Plaintiff at sale and preparation of after sale documentation as required. In light of the potential liabilities inherent in a foreclosure matter, the attendant responsibilities and the outcome obtained for the Plaintiff, I find that the contractual attorneys' fees in the amount of Two Thousand Two Hundred Dollars and No Cents (\$2,200.00) are reasonable.

11. The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorneys' fees, secured by the Note and Mortgage, is as follows:

(a) Total Principal due as of July 1, 2015 \$ 254,575.65

(b)	Interest from June 1, 2015 through August 8, 2016 @ 4.25%	\$	12,830.18
(c)	Escrow adjustments (debits or credits)	\$	268.48
	Hazard Insurance	\$975.11	
	Escrow Credit	(\$706.63)	
(d)	Late Charges	\$	122.54
(e)	Property Inspections	\$	126.00
(f)	Foreclosure Costs	\$	1,352.56
(g)	Attorney's Fee-Foreclosure	\$	2,200.00
	TOTAL DEBT	\$	271,475.41

Interest for the period from the date shown in (b) above, through the date of this Judgment at the above stated rate to be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein and interest after the date of judgment at the rate of Four and 25/100 (4.25%) per annum (pursuant to the terms of the Note and Mortgage) on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the mortgage through the date to which such interest is computed.

12. That the Defendant, The Townes at Pelham Owners' Association, Inc., is made a party by virtue of the following: *Placed by former Builder Eric Hedrick*

(a). Notice of Lien filed against Donna Boyd in the amount of Eight Hundred Five Dollars and Fifty-Four Cents (\$805.54), dated November 10, 2009 and recorded November 11, 2009 with the Greenville County Register of Deeds in Book MO 5062 at Page 18. Said lien is junior in priority to the Plaintiff's first mortgage lien. *Default Judgment*

(b). Judgment against Donna Boyd in the amount of Six Thousand Six Hundred Ninety-Nine Dollars and Thirty-Six Cents (\$6,699.36), dated December 15, 2010, filed December 23, 2010 with the Greenville County Clerk of Court, and identified as Civil Action No. 2010-CP-23-10365. Said lien is junior in priority to the Plaintiff's first mortgage lien. *Not Approved by Court*

(c). Judgment against Donna Boyd in the amount of Twenty-One Thousand Eight Hundred Fifty-Six Dollars and Nineteen Cents (\$21,856.19), dated February 11, 2014 filed February 28, 2014 with the Greenville County Clerk of Court, and identified as Civil Action No. 2012-CP-23-03686. Said lien is junior in priority to the Plaintiff's first mortgage lien.

(d). Any homeowners liens or assessments, recorded or unrecorded that are due or may become due in the future.

13. That the Plaintiff specifically waives its rights to a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due to the Plaintiff, including costs and attorney fees.

Fraudulent Liens

14. Since a personal or deficiency judgment is being waived, the bidding will not remain open but compliance with the bid may be made immediately.

15. The servicer is participating in the Home Affordable Modification Program (HAMP) but the loan is not subject to HAMP as contemplated by South Carolina Supreme Court Administration Order 2009-05-22-01 because it is a VA Loan. Because the borrower's contractual monthly mortgage payment was already below 31% of the borrower's gross monthly income, the borrower was not eligible for VA-HAMP modification.

CONCLUSION OF LAW

I, therefore, conclude as follows:

1. The Plaintiff should have judgment of foreclosure of the mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. There is due to the Plaintiff on the obligation and mortgage set forth in the Complaint the sum of Two Hundred Seventy-One Thousand Four Hundred Seventy-Five Dollars and 41/100 Dollars (\$271,475.41) 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.

2. The amount due in the preceding paragraph (the "Total Debt" as set forth supra and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 4.25% percent per annum.

3. That the Defendants liable for the aforesaid mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

4. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, be sold by the Master in Equity at public auction at the County Court House in Greenville County, South Carolina, on some convenient sales day hereafter, on the following terms, that is to say:

A. FOR CASH: The Master in Equity will require a deposit of Five percent (5%) on the amount of the bid (in cash or equivalent) at the time of the sale, same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within Twenty (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 4.25 percent.

C. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.

Exhibit 17

D. The above referenced instrument constitutes a first mortgage lien and is a purchase money mortgage with the proceeds of the loan being used to purchase the property.

E. The Purchaser is to pay for the deed preparation, for Deed Stamps and costs of recording the Deed.

F. If the successful bidder is a third party other than the Plaintiff, interest on the balance of the bid shall be paid to the date of compliance at the rate listed in the figures above.

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

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

7. That the Master in Equity will, by advertisement according to law, give notice of the time, and place of sale, and the terms thereof; and will execute to the Purchaser, or Purchasers, a deed to the premises sold. The 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 Twenty (20) days after date of sale, then the Master in Equity may advertise the said premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

8. That the Master in Equity will apply the proceeds of the sale as follows:

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

NEXT: To the payment to the Plaintiff or Plaintiff's attorney, of the amount of Plaintiff's debt and interest, so much thereof as the purchase money will pay on the same.

NEXT: Any surplus will be held pending further order of the court.

9. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Greenville County is ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

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

Exhibit 17

ELECTRONICALLY FILED - 2016 Aug 12 10:16 AM - GREENVILLE - COMMON PLEAS - CASE#2015CP2307093

11. And it is further ORDERED, ADJUDGED AND DECREED that any prior lien that has been paid in full is hereby satisfied and canceled of record.

12. 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 filing of the Notice of Pendency of the within action, and the name of the Grantee, and the Master in Equity is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

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

14. Upon issuance of a Master in Equity's Report on Sale and Disbursements, the Register of Deeds is directed to release of record the mortgage lien being foreclosed, which mortgage lien is described as follows:

That Mortgage originally given to Mortgage Electronic Registration Systems, Inc., as nominee for NVR Mortgage Finance, Inc., its successors and assigns by Donna Boyd, dated January 7, 2008 and recorded January 9, 2008, in Mortgage Book MO 4905 at page 464 .

15. The following is a description of the premises herein ordered to be sold:
All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville being shown and designated as Lot 1 of The Townes at Pelham as shown on plat thereof being recorded in Plat Book 1029 at Page 25 and being shown and designated on a new plat prepared by Sinclair & Associates, LLC for Donna Boyd being recorded in Plat Book 67 at Page 8 and having, according to said plat, metes and bounds as shown thereon.

This being the same property conveyed to Donna Boyd by deed of NVR, Inc., dated January 7, 2008 and filed January 9, 2008 in Book DE 2308 at Page 734 in the Office of the Register of Deeds for Greenville County, South Carolina.

6 Pelham Townes Drive
Greenville, SC 29615
TMS# 0540-45-01-028.00

16. IT IS FURTHER ORDERED that if the Plaintiff or the 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.

JUDGE'S SIGNATURE PAGE TO FOLLOW

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

Lakeview Loan Servicing, LLC ,
PLAINTIFF,
vs.

Donna Boyd; The Townes at Pelham Owners'
Association, Inc.

DEFENDANT(S)

SECOND SUPPLEMENTAL ORDER TO
THE MASTER'S ORDER AND
JUDGMENT OF FORECLOSURE AND
SALE

(NON-JURY MORTGAGE
FORECLOSURE)

C/A NO: 2015-CP-23-07093

Deficiency WAIVED
Non-eligible under the Home Affordable
Modification Program

On August 11, 2016, this Court issued an Order and Judgment of Foreclosure and Sale (hereafter, "Judgment") and a Supplemental Order was filed on May 3, 2017. The Plaintiff has moved to supplement the Judgment(s) to reflect the adjustments in the debt figures since the Judgment was issued.

The Total Debt secured by Note and Mortgage, including interest to date shown on the Judgment, shall be supplemented to reflect the adjustments in the debt figures since the Judgment was issued.

The loan is not subject to the Supreme Court of South Carolina's Administrative Order 2011-05-02-01 because the subject property is not an owner-occupied dwelling as defined in Paragraph A.(3) of said Order.

The servicer is participating in the Home Affordable Modification Program (HAMP) but the loan is not subject to HAMP as contemplated by South Carolina Supreme Court Administration Order 2009-05-22-01 because it is a VA Loan. Pursuant to Plaintiff's attorney, the borrower was not eligible for VA-HAMP modification due to financial considerations made during loss mitigation review.

IT IS ORDERED that the Judgment of August 11, 2016 and Supplemental Order filed on May 3, 2017 are supplemented to show the following Total Debt figures:

August
11, 2016

Exhibit 17A

(a)	Total Principal due as of July 1, 2015	\$	254,575.65
(b)	Interest from June 1, 2015 through January 12, 2018 @ current interest rate of 4.250%	\$	28,276.29
(c)	Escrow Adjustments (debits or credits)	\$	2,566.26
	Insurance	\$	3,272.89
	Escrow Credit	(\$	706.63)
(d)	Late Charges	\$	122.54
(e)	Property Inspections	\$	266.00
(f)	Bankruptcy Fees and Costs	\$	1,681.00
(g)	BPO/Appraisal Fee	\$	1,085.00
(h)	Foreclosure Costs	\$	2,345.06
(i)	Attorney Fees	\$	2,700.00
	TOTAL DEBT	\$	293,617.80

IT IS SO ORDERED.

JUDGES SIGNATURE PAGE TO FOLLOW

Updated Debt Figures

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

JUDGMENT IN A CIVIL CASE
 CASE NO: 2015-CP-23-07093

Lakeview Loan Servicing, LLC,
 PLAINTIFF(S)

Donna Boyd; The Townes at Pelham Owners' Association,
 Inc.

DEFENDANT(S)

Submitted by:	Attorney for : ☒ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant
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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
☐ **STAYED DUE TO BANKRUPTCY**
☐ **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 :

Foreclosure Action

INFORMATION FOR THE JUDGMENT INDEX Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Lakeview Loan Servicing, LLC	Donna Boyd	\$N/A
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order: 6 Pelham Townes Drive, Greenville, SC 29615 TMS# 0540-45-01-028.00		

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.
 E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Charles B. Simmons, Jr., Master in Equity	Judge Code	Date
---	------------	------

Exhibit 11A

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:

John S. Kay (S.C. Bar No. 7914), John B. Kelchner
(S.C. Bar No. 13589), Sarah O. Leonard (S.C. Bar No.
80165), Ashley Z. Stanley (S.C. Bar No. 74854), Alan
M. Stewart (S.C. Bar No. 15576)
ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

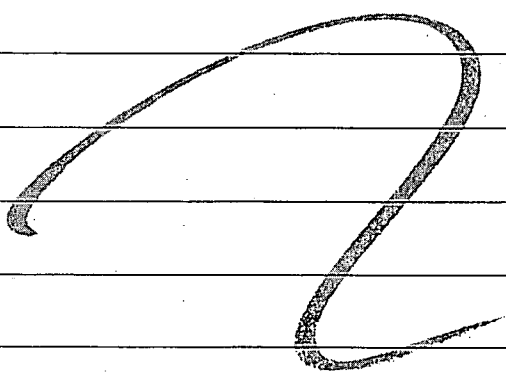
CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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

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



ELECTRONICALLY FILED - 2018 Jan 19 10:03 AM - GREENVILLE - COMMON PLEAS - CASE#2015CP2307093

Exhibit 17A



Greenville Common Pleas

Case Caption: Lakeview Loan Servicing Llc vs. Donna Boyd
Case Number: 2015CP2307093
Type: Master/Order/Supplemental Foreclosure & Sale and Form 4

And It Is So Ordered!

s/ Judge Charles B. Simmons, Jr. (3023)

Exhibit 17A

FORM 4 ATTACHMENT

Donna Boyd
6 Pelham Townes Drive
Greenville, SC 29615

Principal Residence "Only"

[Donna Boyd
5214 S Woodlawn Ave. Apt. 101
Chicago, IL 60615

Do not reside
16 years ago

Donna Boyd
PO Box 1168
Mauldin, SC 29662

[Donna Boyd
116 Woodman Circle
Greenville, SC 29605

Has not resided

[Donna Boyd
33 Echols Dr.
Greenville, SC 29605

Has not resided

The Townes at Pelham Owners' Association, Inc.
c/o J. Chris Brown
505 W. Butler Rd.
Greenville, SC 29607

Do not reside

2011-05-02-01

Exhibit 17A-1

The Supreme Court of South Carolina

Re: Mortgage Foreclosure Actions

ADMINISTRATIVE ORDER

On May 22, 2009, I issued an Administrative Order (Order No. 2009-05-22-01) applicable to mortgage foreclosure actions subject to the Home Affordable Modification Program ("HMP") instituted by the United States Treasury Department ("Treasury"). The program applied to residential loans owned, securitized or guaranteed by the Federal National Mortgage Association (Fannie Mae) or the Federal Home Loan Mortgage Corporation (Freddie Mac).

Subsequently, Treasury issued, by directive, additional guidance to servicers for adoption and implementation of the HMP for residential mortgage loans that are not owned, securitized or guaranteed by Fannie Mae or Freddie Mac. However, the HMP is only applicable to such loans if the lender or servicer has agreed to participate in the HMP. Not all lenders or servicers have so agreed.

Since imposition of my prior order, the number of foreclosure actions filed in this State have continued to increase. The trial courts having jurisdiction over such actions have reported to this Court difficulty in making final disposition of these actions as a result of failed or delayed loss mitigation efforts between lender-servicers and mortgagor-debtors. As a result, the number of unresolved foreclosure actions has increased, with a resulting burden on the resources of the Court before which the action is pending.

The courts have reported that these failures are the result of a breakdown of loss mitigation efforts that all parties find to be in their best interests, if possible. The trial courts report that such breakdowns are largely the result of difficulty in communication between lender-servicers and debtors, and the fact that foreclosure actions are proceeding to conclusion without regard to ongoing loss mitigation efforts by the parties.

I further take judicial notice of the actions of courts in other jurisdictions describing a similar breakdown in the efforts of parties to foreclosure actions to reach a resolution of defaults in payment of mortgage loans.

Therefore, based on the foregoing, and in order to insure that eligible homeowners and lender-servicers have been afforded the benefits of loan modification or other loss mitigation where possible, and to insure that the procedures for handling issues relating to such efforts are handled uniformly throughout the State, so that mortgage foreclosure actions are not unnecessarily dismissed, delayed or inappropriately concluded while loan modification or other loss mitigation efforts are being pursued, it is ordered as follows:

A. Definitions:

For the purposes of this administrative order, the following definitions shall apply:

- (1) "Mortgagor" shall include every owner, mortgagor, and debtor under the note and mortgage at issue.
- (2) "Mortgagee" shall include the owner and holder of the note and mortgage, any party acting on behalf of the owner and holder of the note and mortgage for the purpose of receiving payments, dealing with the mortgagor, or administering the loan evidenced by the note and mortgage, and any party seeking foreclosure of the subject mortgage, or otherwise acting as the agent of the owner and holder of the note in connection with the loan or the foreclosure of the note and mortgage, except for the mortgagee's attorney.

- (3) "Owner-Occupied dwelling" is defined as mortgaged real property that is the principal residence of any mortgagor.

(4) "Court" shall include any judicial officer having jurisdiction over the foreclosure action, including any Circuit Court Judge, Master-In-Equity or Special Referee.

(5) "Foreclosure intervention" shall include any policy, process or procedure employed by a Mortgagee for the purpose of seeking a resolution of a foreclosure action by loan modification or other means of loss mitigation.

B. Procedure in Foreclosure Actions:

The terms and conditions of this order shall apply to all mortgage foreclosure proceedings concerning Owner-Occupied dwellings in this State.

(1) Actions pending on May 9, 2011.

In all mortgage foreclosure actions pending on May 9, 2011, before any merits hearing in the case, or if an order of foreclosure has been entered, before any foreclosure sale, the Mortgagee shall, through its attorney of record, file with the court and serve upon every Mortgagor a notice of the Mortgagor's right to foreclosure intervention. All proceedings in the foreclosure action shall be stayed until completion of such foreclosure intervention.

No foreclosure hearing or foreclosure sale may be held in the foreclosure action until the Mortgagee's attorney certifies the following:

(a) that the Mortgagor has been served with a notice of the Mortgagor's right to foreclosure intervention for the purpose of seeking a resolution of the foreclosure action by loan modification or other means of loss mitigation;

(b) that the Mortgagee, or its designated agent, has received and examined all documents and records required to be submitted by the Mortgagor to evaluate eligibility for foreclosure intervention;

(c) that the Mortgagor has been afforded a full and fair opportunity to submit any other information or data pertaining to the Mortgagor's loan or personal circumstances for consideration by the Mortgagee;

(d) that after completion of the foreclosure intervention process, the Mortgagor does not qualify for loan modification or other means of loss mitigation, in accordance with any standards, rules or guidelines applicable to the mortgage loan, and the parties have been unable to reach any other agreement concerning the foreclosure process; and,

(e) that notice of the denial of loan modification or other means of loss mitigation has been served on the Mortgagor by mailing such notice to all known addresses of the Mortgagor; provided, that such notice shall also state that the Mortgagor has 30 days from the date of mailing of notice of denial of relief to file and serve an answer or other response to the Mortgagee's summons and complaint.

If within thirty days after having been served with notice of the Mortgagor's rights, the Mortgagor has failed, refused, or voluntarily elected not to participate in any foreclosure intervention process, the Mortgagee, through its attorney, shall certify that fact to the Court, and the foreclosure action may proceed.

(2) Actions filed after May 9, 2011.

In all mortgage foreclosure actions filed after May 9, 2011, the Mortgagee's attorney shall serve on the Mortgagor, along with the summons and complaint, a notice of the Mortgagor's right to foreclosure intervention.

No foreclosure hearing may be held in the foreclosure action until the Mortgagee's attorney certifies that the Mortgagee has complied with the requirements of paragraphs B (1) (a) through (e) above.

If within thirty days after having been served with notice of the Mortgagor's rights, the Mortgagor has failed, refused, or voluntarily elected not to participate in any foreclosure intervention process, the Mortgagee, through its attorney, shall certify that fact to the Court, and the foreclosure action may proceed.

C. General Conditions.

EXHIBIT 17A-1

Throughout the foreclosure intervention process and the foreclosure action, the mortgagee shall communicate with and otherwise deal with the Mortgagor through the Mortgagee's attorney, and the Mortgagor shall have the right to deal with the Mortgagee through the Mortgagee's attorney. This includes, without limitation, submission of all required information, negotiations, and consummation of any loan modification or other loss mitigation agreement. If the Mortgagor is represented by an attorney, then the Mortgagee shall communicate with and otherwise deal with the Mortgagor through the Mortgagor's attorney.

No document, statement or evidence of any kind shared, released or exchanged exclusively for purposes of foreclosure intervention pursuant to this order shall be admissible as evidence in any subsequent proceeding. The provisions of Rule 8 of the Court Annexed Alternative Dispute Resolution Rules ("ADR Rules") shall apply to all such documents, statements or evidence, as well as to all discussions, disclosures and negotiations occurring in any foreclosure intervention process.

A Mortgagee's attorney, by proceeding with a foreclosure, represents to the Court that the Mortgagee has fully complied with all provisions of this Order.

In the event that the Mortgagor and Mortgagee agree on any loan modification or other loss mitigation plan ("Agreement"), such Agreement shall be reduced to writing, executed by the Mortgagor and Mortgagee, and served on all parties in the case. Any pending case shall be stayed, and no hearing or foreclosure sale held for 90 days following the entry of any Agreement, unless the Mortgagor shall not comply with the terms of the Agreement.

Upon any failure by Mortgagor to comply with the terms of the Agreement before the expiration of 90 days from the date of the Agreement, the Mortgagee, through its attorney, shall file and serve on all parties a "Notice of Breach of Agreement". Upon filing and service of such notice, the foreclosure action may proceed in the ordinary course.

If the Mortgagor shall be in compliance with the terms of the Agreement after 90 days, the Mortgagee's attorney shall promptly file a notice of dismissal of the action without prejudice, and the case will be dismissed. Such notice of dismissal shall be served on all parties to the action.

The Court having jurisdiction over the foreclosure action shall hear and determine any dispute concerning any party's compliance with this order, including without limitation, the failure of any party to act in good faith in complying with the terms of this order. In the event the Court determines that any party to the foreclosure action, or their acting agent, has failed to comply with the terms of this order, or has not attempted to reach an agreement for foreclosure intervention in good faith, the Court may, in its discretion, impose such sanctions as it determines to be reasonable and just under the circumstances, including without limitation, the assessment of reasonable attorneys' fees and costs against the culpable party.

The Court having jurisdiction over the action shall have the authority, and may in its discretion, order the parties to submit to mediation. In such event, the mediation shall proceed in accordance with the ADR Rules.

This order remains in effect unless amended or rescinded by the Chief Justice.

IT IS SO ORDERED.

s/Jean H. Toal

Jean H. Toal

Chief Justice of South Carolina

Columbia, South Carolina
May 2, 2011

EXHIBIT 1 17A-1

~~If you plan to talk with an attorney, it is important to do so as soon as possible. You only have 30 days~~
to answer or respond to the Complaint. If you do not respond in writing to the Foreclosure Summons and Complaint within 30 days, you could lose your ability to tell your side of the story and be held in default.

Default means that the allegations raised by the other side in the Complaint are admitted as true and accurate. See Rule 12(a) of the South Carolina Rules of Civil Procedure.

NOTE: Calling the lender or the lender's attorney does not answer the Complaint.

Why are there other Defendants named in my foreclosure lawsuit?

The lender believes these additional defendants have an interest in the property for a number of legal reasons. For example, the other defendants may have a court judgment against you or co-own the land with you.

Do I need to answer the Foreclosure Summons and Complaint in writing if my lender and I are in the process of settlement?

Yes, you need to respond to the Foreclosure Summons and Complaint in writing in order to protect yourself in court. The fact that you and your lender or their attorney are trying to work things out does not mean that the foreclosure action has stopped.

You should file your original response or answer with the Clerk of Court's office. You should mail a copy to all parties and all attorneys involved in the case. You should also keep a copy of the answer and bring it with you every time you come to court.

NOTE: You only have 30 days to answer or respond to the original Complaint. If you do not respond in writing within 30 days, you could lose your ability to tell your side of the story and be held in default. Default means that the claims raised by the other side in the Complaint are admitted by you. This means you could lose your right to fully defend yourself in court. See Rule 12(a) of the South Carolina Rules of Civil Procedure.

What is Foreclosure Intervention?

On May 2, 2011, the South Carolina Supreme Court issued an Administrative Order creating a foreclosure intervention process. Foreclosure intervention is a South Carolina process to ensure that lenders and eligible homeowners have an opportunity for meaningful discussion about possible settlement options. Settlement options may include a loan modification, short sale, deed in lieu of foreclosure, etc.

To read this Administrative Order, see the Judicial Department's website:

Administrative Order Re: Mortgage Foreclosure Actions, 2011-05-02-01 (May 2, 2011).

NOTE: If you are an eligible homeowner and your case was filed on or before May 9, 2011, you will be mailed a Notice of Foreclosure Intervention.

If your case was filed after May 10, 2011, the Notice of Foreclosure Intervention will be served with the Summons and Complaint.

How do I know if my loan qualifies for Foreclosure Intervention?

Your loan may qualify for foreclosure intervention if you:

and to make it through this process.

NOTE: The foreclosure action will not stop while you are discussing settlement choices with your lender, unless you are taking part in the foreclosure intervention process established by the court.

How long can I stay in my home if a foreclosure action has been filed against me and I cannot afford the payments?

If you are the owner of the property and a foreclosure action has been filed against you, you own your home and may stay there until it is sold at a foreclosure sale and the Master-in-Equity issues a deed to the successful buyer.

NOTE: If you decide to leave your home either during or after the foreclosure action, you should tell the lender's attorney and the court. You may give them your new address so the Court can contact you in case the property sells for more than the debt and you are owed money.

I am a tenant with a lease living in a home in foreclosure, what are my rights?

As a tenant you may have rights under federal law that could allow you to stay in your home for a period of time.

You may ask the Master-in-Equity or Special Referee for an explanation of these rights at the hearing or trial.

See "Protecting Tenants at Foreclosure Act of 2009" for more information.

Should I contact the lender's attorney?

It is always a good idea for you, your attorney, or an authorized party to stay in contact with the lender's attorney. This is the best way to try to reach a settlement. Keep in mind that the lender's attorney cannot give you any legal advice or let you know what the next step in your case will be.

You need to hire an attorney to receive legal advice. If you cannot afford an attorney, you may be eligible for free legal aid.

NOTE: You should send a copy of any papers you file with the Clerk of Court to all parties and all attorneys in the case.

Should I attend the hearing or trial?

Yes. You should go to the hearing. This is the time when you can tell your side of the story and ask questions. If you do not go to the hearing, you will not have the chance to tell your side of the story to the court.

Do I need to move out of my home on the day of my foreclosure hearing?

No. The foreclosure hearing or trial is when the judge will hear the facts of the case.

The judge may find you owe the debt and set a sale date at the foreclosure hearing or trial. See Rule 71 of the South Carolina Rules of Civil Procedure. The sale date is when the property will be auctioned off at a public sale to the highest bidder. Your home will be advertised in your local paper for three weeks as required by law. The sale will be at a public auction as ordered by the court. Check with the Clerk of Court to see when it is done in your county.

Can I attend the foreclosure sale?

EXHIBIT 17A-2

1



BABB & BROWN, P.C.
ATTORNEYS AT LAW

ATTORNEYS
EVERETTE H. BABB
J. CHRIS BROWN*
H. STEWART JAMES
*ALSO LICENCED IN GEORGIA

December 19, 2013

SHAM
Foreclosure
Hearing
Jan 10, 2014

Via Facsimile 864-370-0071 and U.S Mail

Mr. Michael F. Talley
206 Green Avenue
Greenville, SC 29601

Re: Townes at Pelham Owners' Association, Inc. vs. Donna Boyd et al
Case No. 2012-CP-23-3686

Dear Michael:

I recently met with the Townes at Pelham board of directors ("Board") and they agreed to make a settlement offer to Ms. Boyd.

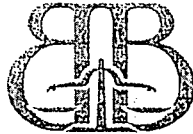
The Board offers to reduce the outstanding balance owed by Ms. Boyd to the Association by Five Thousand Dollars (\$5,000.00). This settlement amount would significantly reduce the amount of accrued interest on Ms. Boyd's account over the last three and a half years. The offer is also contingent upon the following:

1. The offer must be accepted in writing no later than 5:00 P.M. on Monday, December 23rd.
2. Ms. Boyd must provide written proof of her ability to immediately pay this settlement in full.
3. The settlement proceeds must be in the form of a cashier's check or certified funds.
4. The settlement proceeds must be paid on or before Friday, January 3, 2014.
5. Ms. Boyd must agree to execute a mutual release in favor of the Plaintiff and Third-Party Defendants regarding any potential claims or legal action alleged in these proceedings.
6. Ms. Boyd must agree to make all future monthly and special assessments in a timely manner beginning January 2014.

Exhibit 18

Exhibit 18

(2)



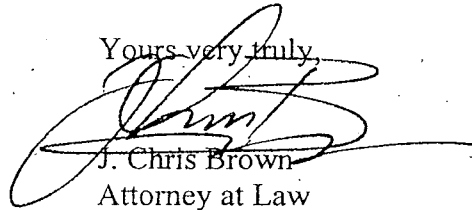
BABB & BROWN, P.C.
ATTORNEYS AT LAW

Foreclosure
Unlawful
15-11-30

If Ms. Boyd accepts this settlement offer, my client agrees to immediately dismiss the pending foreclosure action. My client will then also execute a mutual release in favor of Ms. Boyd regarding any potential claims or legal actions alleged in the proceedings.

I look forward to hearing from you at your earliest convenience.

Yours very truly,


J. Chris Brown
Attorney at Law

JCB:cw

Exhibit 19



Greenville County 13th Judicial Circuit Public Index


[Greenville County Home Page](#) [South Carolina Judicial Department Home Page](#)

Switch View

Lakeview Loan Servicing Llc vs. Donna Boyd

Case Number:	2015CP2307093	Court Agency:	Greenville County Master in Equity	Filed Date:	04/27/2016
Case Type:	Common Pleas	Case Sub Type:	Foreclosure 420	File Type:	Non-Jury
Status:	Judgment	Assigned Judge:	Simmons, Charles B. Jr.		
Disposition:	Judgment	Disposition Date:	01/19/2018	Disposition Judge:	Simmons, Charles B. Jr.
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Boyd, Donna	Notice/Of Appeal	Filing		07/27/2018-12:44		
Lakeview Loan Servicing Llc	Notice Of Appeal	Filing		07/27/2018-12:06		
Lakeview Loan Servicing Llc	NEF(07-17-2018 09:06:48 AM) Letter/Letter	Filing		07/17/2018-09:06		
Lakeview Loan Servicing Llc	Copy of Letter from Judge Simmons to all parties	Filing		07/17/2018-09:06		
Boyd, Donna	Letter/Letter	Filing		06/18/2018-08:36		
Lakeview Loan Servicing Llc	NEF(06-14-2018 10:55:23 AM) Service/Affidavit Of Service	Filing		06/14/2018-11:50		
Lakeview Loan Servicing Llc	Service/Affidavit Of Service on Donna Boyd	Filing		06/14/2018-10:55		
Lakeview Loan Servicing Llc	NEF(05-21-2018 08:42:05 AM) Order/Writ Of Assistance	Filing		05/21/2018-08:42		
Lakeview Loan Servicing Llc	Order/Writ Of Assistance	Order		05/21/2018-08:42		
Lakeview Loan Servicing Llc	Master/Writ of Assistance	Action		05/18/2018-11:02		
Lakeview Loan Servicing Llc	NEF(05-17-2018 03:52:09 PM) Order/Substitution Of Counse...	Filing		05/17/2018-15:52		
Lakeview Loan Servicing Llc	Order/Substitution Of Counsel	Order		05/17/2018-15:52		
Lakeview Loan Servicing Llc	NEF(05-16-2018 01:54:53 PM) Notice/Notice of Appearance	Filing		05/16/2018-16:11		
Lakeview Loan Servicing Llc	NEF(05-16-2018 01:51:24 PM) Notice/Notice of Appearance	Filing		05/16/2018-16:09		
Lakeview Loan	Motion/Writ of Assistance	Motion		05/16/2018-		

Servicing Llc				13:54		
Lakeview Loan Servicing Llc	Notice/Notice of Appearance	Filing		05/16/2018-13:54		
Lakeview Loan Servicing Llc	Notice/Notice of Appearance	Filing		05/16/2018-13:51		
Lakeview Loan Servicing Llc	Motion/Substitution of Counsel	Motion		05/16/2018-13:51		
Lakeview Loan Servicing Llc	NEF(05-03-2018 11:34:09 AM) Master/Taxation of Costs/March	Filing		05/03/2018-11:34		
Lakeview Loan Servicing Llc	Master/Taxation of Costs/March 2018	Filing		05/03/2018-11:34		
Lakeview Loan Servicing Llc	NEF(03-23-2018 11:40:31 AM) Master/Order On Sale Of Real...	Filing		03/23/2018-11:40		
Lakeview Loan Servicing Llc	Master/Order On Sale Of Real Estate	Order		03/23/2018-11:40		
Lakeview Loan Servicing Llc	Master/Advertising Costs County	Action		03/22/2018-12:57		
Lakeview Loan Servicing Llc	Master/Advertising Costs Publisher	Action		03/22/2018-12:57		
Lakeview Loan Servicing Llc	Master/Deed Issued to Plaintiff	Action		03/22/2018-09:15		
Lakeview Loan Servicing Llc	NEF(03-19-2018 11:49:26 AM) Order/Order Cover Sheet \$25....	Filing		03/19/2018-14:15		
Lakeview Loan Servicing Llc	Order/Order Cover Sheet \$25.00	Filing		03/19/2018-11:49		
Lakeview Loan Servicing Llc	NEF(03-12-2018 02:14:14 PM) Affidavit/Publication	Filing		03/12/2018-14:14		
Lakeview Loan Servicing Llc	Affidavit/Publication/March	Filing		03/12/2018-14:14		
Lakeview Loan Servicing Llc	Master/Sale Plaintiff Bid \$184,910	Action		03/05/2018-14:22	03/05/2018-14:22	
Lakeview Loan Servicing Llc	Master/Bid by Plaintiff	Filing		03/05/2018-12:57		
Lakeview Loan Servicing Llc	NEF(02-15-2018 07:53:30 AM) Filing/Other	Filing		02/15/2018-08:37		
Lakeview Loan Servicing Llc	Filing/Other Certificate of Sales Decree	Filing		02/15/2018-07:53		
Lakeview Loan Servicing Llc	NEF(01-29-2018 11:37:59 AM) Transcript/Transcript of Tes...	Filing		01/29/2018-11:38		
Lakeview Loan Servicing Llc	Transcript/Transcript of Testimony	Filing		01/29/2018-11:37		
Lakeview Loan Servicing Llc	Master/Sale before Master/March Sale / Deficiency Waived	Action		01/19/2018-11:18	03/05/2018-11:18	
Lakeview Loan Servicing Llc	NEF(01-19-2018 10:03:22 AM) Master/Order/Supplemental Fo...	Filing		01/19/2018-10:03	01/19/2018-10:03	
Lakeview Loan Servicing Llc	Master/Order/Supplemental Foreclosure & Sale and Form 4	Order		01/19/2018-10:03	01/19/2018-10:03	
Lakeview Loan Servicing Llc	Master/Additional Hearing Fee	Action		01/18/2018-11:31	01/19/2018-11:31	
Lakeview Loan Servicing Llc	Master/Court Reporter of Record Danette Hanks	Action		01/12/2018-11:52	01/19/2018-11:52	
Lakeview Loan Servicing Llc	NEF(01-05-2018 02:57:52 PM) Master/Exhibit/Affidavit of ...	Filing		01/05/2018-15:40	01/19/2018-15:40	
Lakeview Loan Servicing Llc	Master/Exhibit/Affidavit of Debt	Filing		01/05/2018-14:57	01/19/2018-14:57	

Exhibit 19

Lakeview Loan Servicing Llc	Master/Exhibit/Affidavit of Attorney Fees	Filing		01/05/2018-14:57	01/19/2018-14:57	
Lakeview Loan Servicing Llc	Master/Exhibit/Affidavit of Costs	Filing		01/05/2018-14:57	01/19/2018-14:57	
Lakeview Loan Servicing Llc	NEF(01-03-2018 09:35:21 AM) Notice/Notice of Hearing and...	Filing		01/03/2018-10:25	01/19/2018-10:25	
Lakeview Loan Servicing Llc	Service/Certificate Of Service	Filing		01/03/2018-09:35	01/19/2018-09:35	
Lakeview Loan Servicing Llc	Notice/Notice of Appearance	Filing		01/03/2018-09:35	01/19/2018-09:35	
Lakeview Loan Servicing Llc	Notice/Notice of Hearing and Service	Filing		01/03/2018-09:35	01/19/2018-09:35	
Lakeview Loan Servicing Llc	Master/Hearing Before Master-In-Equity	Action		12/29/2017-10:08	01/19/2018-00:00	
Lakeview Loan Servicing Llc	Master/Taxation of Costs/June	Filing		06/23/2017-11:30	01/19/2018-11:30	
Lakeview Loan Servicing Llc	Master/Advertising Costs Publisher	Action		06/18/2017-13:18	01/19/2018-13:18	
Lakeview Loan Servicing Llc	Master/Advertising Costs County	Action		06/18/2017-13:18	01/19/2018-13:18	
Lakeview Loan Servicing Llc	Affidavit/Publication/June	Filing		06/08/2017-14:15	01/19/2018-14:15	
Lakeview Loan Servicing Llc	Master/Additional Hearing Fee/5-2-17 Hearing	Action		06/08/2017-13:17	01/19/2018-13:17	
Lakeview Loan Servicing Llc	Master/Sale Withdrawn from June sale/Loss Mitigation	Action		06/01/2017-10:33	06/01/2017-10:33	
Lakeview Loan Servicing Llc	Service/Certificate Of Sales Decree	Filing		05/18/2017-15:16	01/19/2018-15:16	
Lakeview Loan Servicing Llc	Transcript/Transcript of Testimony	Filing		05/10/2017-12:23	01/19/2018-12:23	
Lakeview Loan Servicing Llc	Master/Order/Supplemental Foreclosure & Sale and Form 4	Order		05/03/2017-15:38	01/19/2018-15:38	
Lakeview Loan Servicing Llc	Master/Sale before Master/June Sale / Deficiency Waived	Action		05/03/2017-10:11	06/01/2017-10:11	
Lakeview Loan Servicing Llc	Master/Exhibit/Affidavit of Debt	Filing		04/28/2017-14:06	05/03/2017-14:06	
Lakeview Loan Servicing Llc	Master/Exhibit/Affidavit of Attorney Fees	Filing		04/28/2017-14:06	05/03/2017-14:06	
Lakeview Loan Servicing Llc	Master/Exhibit/Affidavit of Costs	Filing		04/28/2017-14:06	05/03/2017-14:06	
Lakeview Loan Servicing Llc	Notice/Notice of Appearance	Filing		04/21/2017-11:54	05/03/2017-11:54	
Lakeview Loan Servicing Llc	Service/Certificate Of Service	Filing		04/21/2017-11:54	05/03/2017-11:54	
Lakeview Loan Servicing Llc	Notice/Notice of Hearing and Service	Filing		04/21/2017-11:54	05/03/2017-11:54	
Lakeview Loan Servicing Llc	Master/Hearing Before Master-In-Equity	Action		04/17/2017-13:30	05/03/2017-13:30	
Lakeview Loan Servicing Llc	Master/Taxation of Costs/October	Filing		11/30/2016-15:34	05/03/2017-15:34	
Lakeview Loan Servicing Llc	Master/Advertising Costs County	Action		10/15/2016-16:25	05/03/2017-16:25	
Lakeview Loan Servicing Llc	Master/Advertising Costs Publisher	Action		10/15/2016-16:25	05/03/2017-16:25	
Lakeview Loan Servicing Llc	Affidavit/Publication/October	Filing		10/06/2016-08:51	05/03/2017-08:51	
Lakeview Loan Servicing Llc	Master/Sale Withdrawn from Oct sale-Bankruptcy	Action		10/03/2016-09:05	10/03/2016-09:05	
Lakeview Loan Servicing Llc	Service/Certificate Of Service	Filing		09/15/2016-13:08	05/03/2017-13:08	
Lakeview Loan Servicing Llc	Transcript/Transcript of	Filing		08/25/2016-	05/03/2017-	

Exhibit 19

Servicing Llc	Testimony			08:54	08:54	
Lakeview Loan Servicing Llc	Verification/Verified	Filing		08/12/2016-13:02	05/03/2017-13:02	
Lakeview Loan Servicing Llc	Master/Sale before Master/October Sale / Deficiency Waived	Action		08/12/2016-11:32	10/03/2016-11:32	
Lakeview Loan Servicing Llc	Master/Order/Foreclosure & Sale and Form 4	Order		08/12/2016-10:16	08/12/2016-10:16	
Townes At Pelham Owners Association Inc	Judgment/Foreclosure	Judgment		08/12/2016-10:15	08/12/2016-10:15	
Lakeview Loan Servicing Llc	Judgment/Foreclosure	Judgment		08/12/2016-10:15	08/12/2016-10:15	
Boyd, Donna	Judgment/Foreclosure	Judgment		08/12/2016-10:15	08/12/2016-10:15	
Lakeview Loan Servicing Llc	Judgment/Foreclosure	Judgment		08/12/2016-10:15	08/12/2016-10:15	
Lakeview Loan Servicing Llc	Master/Court Reporter of Record Wanda Fudge	Action		08/08/2016-17:05	08/12/2016-17:05	
Lakeview Loan Servicing Llc	Master/Exhibit/Note and Mortgage	Filing		08/03/2016-09:34	08/12/2016-09:34	
Lakeview Loan Servicing Llc	Master/Exhibit/Affidavit of Debt	Filing		08/03/2016-09:34	08/12/2016-09:34	
Lakeview Loan Servicing Llc	Master/Exhibit/Affidavit of Costs	Filing		08/03/2016-09:34	08/12/2016-09:34	
Lakeview Loan Servicing Llc	Master/Exhibit/Affidavit of Attorney Fees	Filing		08/03/2016-09:34	08/12/2016-09:34	
Lakeview Loan Servicing Llc	Notice/Notice of Appearance	Filing		07/27/2016-16:36	08/12/2016-16:36	
Lakeview Loan Servicing Llc	Notice/Notice of Hearing and Service	Filing		07/27/2016-16:36	08/12/2016-16:36	
Lakeview Loan Servicing Llc	Master/Hearing Before Master-In-Equity	Action		07/08/2016-13:44	08/12/2016-13:44	
Lakeview Loan Servicing Llc	Master/Foreclosure Filing (\$125)	Filing		04/29/2016-11:21	08/12/2016-11:21	
Lakeview Loan Servicing Llc	Order/Referred to Master or Special Referee	Order		04/27/2016-12:02	08/12/2016-12:02	
Lakeview Loan Servicing Llc	Order/Order Cover Sheet \$25.00	Filing		04/26/2016-08:51	08/12/2016-08:51	
Lakeview Loan Servicing Llc	Service/Certificate Of Service	Filing		04/26/2016-08:51	08/12/2016-08:51	
Lakeview Loan Servicing Llc	Affidavit/Default	Filing		04/26/2016-08:51	08/12/2016-08:51	
Lakeview Loan Servicing Llc	Affidavit/Non Military Service	Filing		04/26/2016-08:51	08/12/2016-08:51	
Lakeview Loan Servicing Llc	Certificate/Certificate of Exemption from Admin Order	Filing		04/21/2016-11:07	08/12/2016-11:07	
Lakeview Loan Servicing Llc	Affidavit/Publication	Filing		04/13/2016-15:41	08/12/2016-15:41	
Lakeview Loan Servicing Llc	Notice/Notice of Appearance	Filing		04/13/2016-15:41	08/12/2016-15:41	
Lakeview Loan Servicing Llc	Affidavit/Affidavit of due diligence	Filing		02/25/2016-10:19	08/12/2016-10:19	
Lakeview Loan Servicing Llc	Petition/Order Of Publication	Filing		02/25/2016-10:18	08/12/2016-10:18	
Lakeview Loan Servicing Llc	Order/Publication	Order		02/25/2016-10:17	08/12/2016-10:17	
Lakeview Loan Servicing Llc	Service/Affidavit of Non Service on Donna Boyd	Filing		02/01/2016-12:15	08/12/2016-12:15	
Lakeview Loan Servicing Llc	Service/Affidavit of Non Service on Donna Boyd	Filing		01/15/2016-15:09	08/12/2016-15:09	
Lakeview Loan Servicing Llc	Service/Affidavit of Non Service on Donna Boyd	Filing		12/29/2015-12:47	08/12/2016-12:47	

Exhibit 19

Lakeview Loan Servicing Llc	Service/Acceptance Of Service	Filing		12/15/2015-11:59	08/12/2016-11:59	
Lakeview Loan Servicing Llc	Service/Affidavit of Non Service on Donna Boyd	Filing		12/14/2015-15:08	08/12/2016-15:08	
Lakeview Loan Servicing Llc	Verification/Verified	Filing		12/02/2015-16:27	08/12/2016-16:27	
Lakeview Loan Servicing Llc	Notice of Foreclosure Intervention	Filing		11/30/2015-16:27	08/12/2016-16:27	
Lakeview Loan Servicing Llc	Lis Pendens Filed	Filing		11/30/2015-12:29	08/12/2016-12:29	
Lakeview Loan Servicing Llc	Summons & Complaint	Filing		11/30/2015-12:29	08/12/2016-12:29	
Lakeview Loan Servicing Llc	Lis Pendens Filed	Filing		11/30/2015-12:28	08/12/2016-12:28	

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[Did not receive notice in 2015]



Exhibit 20

< April 02, 2015 >

Donna Boyd
PO Box 1168
Mauldin, SC 29662

RE: Loan No.: 0052073764

Property Address: 6 Pelham Townes D
Greenville SC 29615

Dear Mortgage Customer(s):

Congratulations! On 04/01/2015 M&T Bank determined you financially qualify for the Standard Modification under the Veteran's Administration's (VA) Modification Program with an interest rate of 4.250%. The next step is for M&T Bank to determine if there are title issues which would affect the mortgage priority of the modified principal balance. This will take approximately 60 days. Keep in mind during this time, if you do not make your mortgage payment, your loan will become more delinquent. Any unpaid interest, and other unpaid amounts, such as escrows for taxes and insurance, will continue to accrue on your mortgage loan during this time, and will be added to the balance of your loan if permitted by applicable law. This will cause your payment amount to change.

Based upon the information you have provided, M&T has determined the following:

- Your [REDACTED] and monthly expenses are [REDACTED].
- The NPV (net present value) of your loan is \$(N/A).
- M&T Bank is the servicer of your loan. The owner of your loan is Lakeview Loan Servicing.

Please read this letter so that you understand all the steps you need to take to complete the modification of your mortgage.

If clear title has been established, M&T Bank will send you documents that describe all the terms of your permanent loan modification including your new mortgage payment amount at the interest rate indicated in this letter and the first due date of the new payment amount. Once you have mailed two signed copies of your modification agreement to M&T Bank, 475 Crosspoint Parkway, Getzville, NY, 14068, and we have signed the modification agreement, your mortgage will be permanently modified in accordance with the terms of your modification agreement.

If you do not return the signed permanent modification agreement by the due date specified with the documentation, please be advised that any foreclosure actions that were previously placed on hold may resume.

You must make your new payment by the first payment due date indicated in your permanent modification agreement. If you fail to make the new payment by the date indicated in your agreement and we do not receive that payment by the last day of the month in which it is due, this offer may be revoked and foreclosure proceedings may occur.

M&T Bank

Exhibit 20A

July 12, 2017

Donna Boyd
PO Box 1168
Mauldin, SC 29662

Loan No.: 0052073764
Property Address: 6 Pelham Townes Dr
Greenville SC 29615

Dear Mortgage Customer(s):

This notice is being sent as a follow-up to your recent approval for a Standard Modification. As we indicated in your approval letter, in addition to evaluating the financial information contained in your loss mitigation application, we also order a title search or similar request to ensure that your property is free from any potential or existing lien or title issues that would prevent the completion of a permanent loan modification. In addition, we advised you that various other closing requirements could result in a request for additional information and documentation.

This letter is to notify you that the issue referenced in the attached document must be resolved by 08-11-17.

For assistance in resolving the item(s) listed in the attached, you may want to speak with an attorney, legal aid, or a HUD-approved housing counselor, as you will be required to provide documentation to evidence that this matter has been resolved.

*Important - Any additional title or closing requirements that are identified in the future must be resolved timely.

If you do not want to continue working toward a permanent loan modification, please contact our Single Point of Contact Team at 1-800-724-1633 immediately.

Sincerely,

Single Point of Contact Team
Homeowner Assistance Center
Hours: Mon.-Thur. 8am-9pm; Friday 8am-5pm; Saturday 8am-12pm EST
Phone: 1-800-724-1633
Fax: 1-855-678-0866

Exhibit 20A

Customer Name: Donna Boyd
Property Address: 6 Pelham Townes Dr.
City/State/Zip code: Greenville, SC 29615
Loan No.: 0052073764

SUMMARY OF DEFECT/IRREGULARITY:

Judgments found that need to be cured with recorded Satisfaction/Subordination:

1. Homeowners Association Lien in favor of The Townes at Pelham Owners' Association, Inc. against Donna Boyd filed 11/11/2009 in/as Book MO5062, Page 18 in the amount of \$805.54, plus any interest, costs and/or penalties. ***Payoff good through the transaction date and satisfaction and release of record is/are needed.***
2. Homeowners Association Lien in favor of The Townes at Pelham Owners Association, Inc. against Donna Boyd filed 12/23/2010 in/as Civil Case Number 2010CV2310801261, Instrument #2010-CP-23-10365 in the amount of \$6,044.36, plus any interest, costs and/or penalties. ***Payoff good through the transaction date and satisfaction and release of record is/are needed.***
3. Lis Pendens filed 06/11/2012 in Book 552, Page 034 - action The Townes at Pelham Owners Association, Inc., Plaintiff, against Donna Boyd, and others, Defendants, to Foreclose property conveyed to Donna Boyd by deed of NVR, Inc. recorded 01/09/2008 in Book 2308, Page 734, Index/Case No. C.A. No. 2012-CP-23-3686. ***Complete dismissal of the pending Mortgage Foreclosure/Lis Pendens is required.***

NOTE: If you currently have a second lien that needs to be subordinated you will be responsible to contact creditor for subordination requirements as well as any potential fees associated with subordinating the second lien.

M&T Bank

Exhibit 21 ~~21~~
21

[November 01, 2017]

Donna Boyd
PO Box 1168
Mauldin, SC 29662

Loan Number: 0052073764
Property Address: 6 Pelham Townes Dr
Greenville SC 29615

Dear Mortgage Customer(s):

Thank you for contacting M&T Bank for loss mitigation assistance.
* M&T Bank is the servicer of your loan. The owner of your loan is
LAKEVIEW LOAN SERVICING LLC

[After carefully reviewing your request for a loss mitigation option and the documentation you provided, we regret to inform you that we cannot approve your application at this time for the following reason(s):

- [
- * Standard Modification
 - * There are liens or judgments that you did not satisfy as a condition for the approval of your loan modification.
 - * Affordable Modification
 - * You were not evaluated based on meeting eligibility requirements for another workout option.

Please note that you may be eligible for an appeal of our decision not to offer you a loan modification. Therefore, please carefully review the denial reason(s) listed above for the loan modification programs available to you, and if you disagree, please refer to the "Next Steps" section of this notice.

[Non-Retention Options (e.g. short sale, deed-in-lieu) - You have been conditionally approved for the short sale and deed-in-lieu options.

*Short Sale: Allows you to sell your property at market value and use the net proceeds to pay off the mortgage. The mortgage would be paid off even if the property's market value is less than the total amount owed.

*Deed-in-Lieu: Allows you to transfer your property voluntarily in lieu of any applicable foreclosure process.

1.

Told by M&T Bank could not
shortsale or Deed-in-Lieu of
Foreclosure due to significant
drainage issues on Property

Exhibit 21B



2018035150

5 Pgs

DEED Book: DE 2538 Page: 1378 - 1382

May 11, 2018 03:44:10 PM Cons: \$5.00

Rec: \$11.00 Cnty Tax: EXEMPT State Tax: EXEMPT

E-FILED IN GREENVILLE COUNTY, SC

T. G. & H. H.

Prepared by Hutchens Law Firm
P.O. Box 8237
Columbia, SC 29202

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

< SPECIAL WARRANTY DEED >

1171168

KNOW ALL MEN BY THESE PRESENTS, THAT

Lakeview Loan Servicing, LLC

BID
hereinafter referred to as Grantor(s) in the State aforesaid, for and in consideration of the sum of
\$5.00 Dollars and no other consideration to us paid by

The Secretary of Veterans Affairs, an Officer of the United States

Paid \$184,910 on March 12, 2018

hereinafter referred to as Grantee(s) in the State aforesaid (the receipt of which is hereby
acknowledged,) have granted, bargained, sold and released, the Grantee(s), their Successors,
Heirs and Assigns, the following described property, to-wit:

All that certain piece, parcel or lot of land situate, lying and being in the State of South
Carolina, County of Greenville being shown and designated as Lot 1 of The Townes at
Pelham as shown on plat thereof being recorded in Plat Book 1029 at Page 25 and being
shown and designated on a new plat prepared by Sinclair & Associates, LLC for Donna
Boyd being recorded in Plat Book 67 at Page 8 and having, according to said plat, metes
and bounds as shown thereon.

This being the same property conveyed to Donna Boyd by deed of NVR, Inc., dated
January 7, 2008 and filed January 9, 2008 in Book DE 2308 at Page 734 in the Office of
the Register of Deeds for Greenville County, South Carolina.

Thereafter, said property was conveyed to Lakeview Loan Servicing, LLC by virtue of a
Master's Deed dated March 22, 2018 and recorded March 29, 2018 in Book 2534 at Page
5490 in the Office of the Register of Deeds for Greenville County, South Carolina.

Firm Case No: 1171168 (JPCS.CAB)

7 of 11 Electronically Filed

Property Address: 6 Pelham Townes Drive, Greenville, SC 29615
TMS#: 0540-45-01-028.00

GRANTEE MAILING ADDRESS: Department of Veterans Affairs Loan Guaranty Service;
3401 West End Avenue, Suite 760W; Nashville, TN 37203

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the
said premises belonging or in anywise incident appertaining.

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the Grantee(s),
their Successors, Heirs and Assigns forever.

Grantor does hereby bind Grantor and Grantor's heirs, successors and assigns, executors,
administrators and other lawful representatives, to warrant and forever defend all and singular
the Premises unto Grantee and Grantee's heirs, successors and assigns against Grantor and
Grantor's successors lawfully claiming, or to claim the same or any part thereof but no others.

Any reference in this instrument to the singular shall include the plural, and vice versa. Any
reference to one gender shall include the others, including the neuter. Such words of inheritance
shall be applicable as are required by the gender of the Grantee(s).

Firm Case No: 1171168 (JPCS.CAE)

FILED
JUL 10 11
B

Taxation of costs E-Filed May 3, 2018

WITNESS its Hand and Seal this 8 day of May, in the year of our Lord Two Thousand Eighteen, and in the Two Hundred Forty-Second year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED

M&T Bank as Attorney In Fact for
Lakeview Loan Servicing, LLC

IN THE PRESENCE:

[Signature]
Dawn U. Bechtold^{1st} Witness Banking Officer
(subscribing witness is not a party to or
beneficiary of this transaction)

BY: Rachel M. Nowicki
(Name)

Rachel M. Nowicki
Banking Officer

Its: _____
(Title)

[Signature]
Monique N. Peterson^{2nd} Witness Specialist II
(subscribing witness is not a party to or
beneficiary of this transaction)

STATE OF NEW YORK

COUNTY OF ERIE

On the 8 day of May, in the year 2018, before me, the undersigned, personally appeared Rachel M. Nowicki (personally known to me) or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their capacity(ies), and that by his/~~her~~/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

Kimberly Dutchess
SEAL Notary Public

KIMBERLY DUTCHESS
NOTARY PUBLIC STATE OF NEW YORK
NIAGARA
LIC. #01DU6347858
COMM. EXP. 09/12/2020

Firm Case No: 1171168 (JFCS.CAE)

over two months

MAY 8
Riley Pope
+ Laney
called
Appellant
private
residence
spoke with
Donna on 3/22
May 8 2018
said Lakeview
got ownership of
No money
conveyed
on May 8

if conveyed on
May 8, why delay
until July 17
to provide title
to VA?

Exhibit 21B E-Filed in Greenville County

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

1. I have read the information on this affidavit and I understand such information.

2 The property being transferred is located at 6 Pelham Townes Drive, Greenville, SC 29615, bearing County Tax Map Number 0540-45-01-028.00, was transferred by Lakeview Loan Servicing, LLC to The Secretary of Veterans Affairs, an Officer of the United States on May 8, 2018.

3. Check one of the following: The deed is

(a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) X exempt from the deed recording fee because (See Information section of affidavit): (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;

(If exempt, please skip Items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

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

(a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.

(b) The fee is computed on the fair market value of the realty which is _____.

(c) The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.

6. The deed recording fee is computed as follows:

(a) Place the amount listed in Item 4 above here: _____

(b) Place the amount listed in Item 5 above here: _____

(If no amount is listed, place zero here.)

(c) Subtract Line 6(b) from Line 6(a) and place result here: _____

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

Sworn May 10?
Filed May 11 2018
Delayed to file

EXHIBIT 21B

Exhibit 21B

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

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

Signed May 8, 2018
Sworn May 10, 2018
Filed May 11, 2018

Alan M. Stewart
Responsible Person Connected with the Transaction

Alan M. Stewart, SCB# 15576

Print or Type Name Here

SWORN to and subscribed before me this

10 day of May 20 18
Notary Public for South Carolina
My Commission Expires: July 1, 2027
Notary (LS.): Althea Mack
Notary (printed name): Althea Mack

Secretary of VA
rcvd on July 17, 2018

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitutes a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantor's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitutes a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceeding;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

Exhibit 21B



2018022351

5 Pgs

DEED Book: DE 2534 Page: 5490 - 5494

March 29, 2018 11:21:33 AM Cons: \$184,910.00

Rec: \$10.00 Cnty Tax: EXEMPT State Tax: EXEMPT

E-FILED IN GREENVILLE COUNTY, SC

Timothy J. Henry

Greenville County, SC

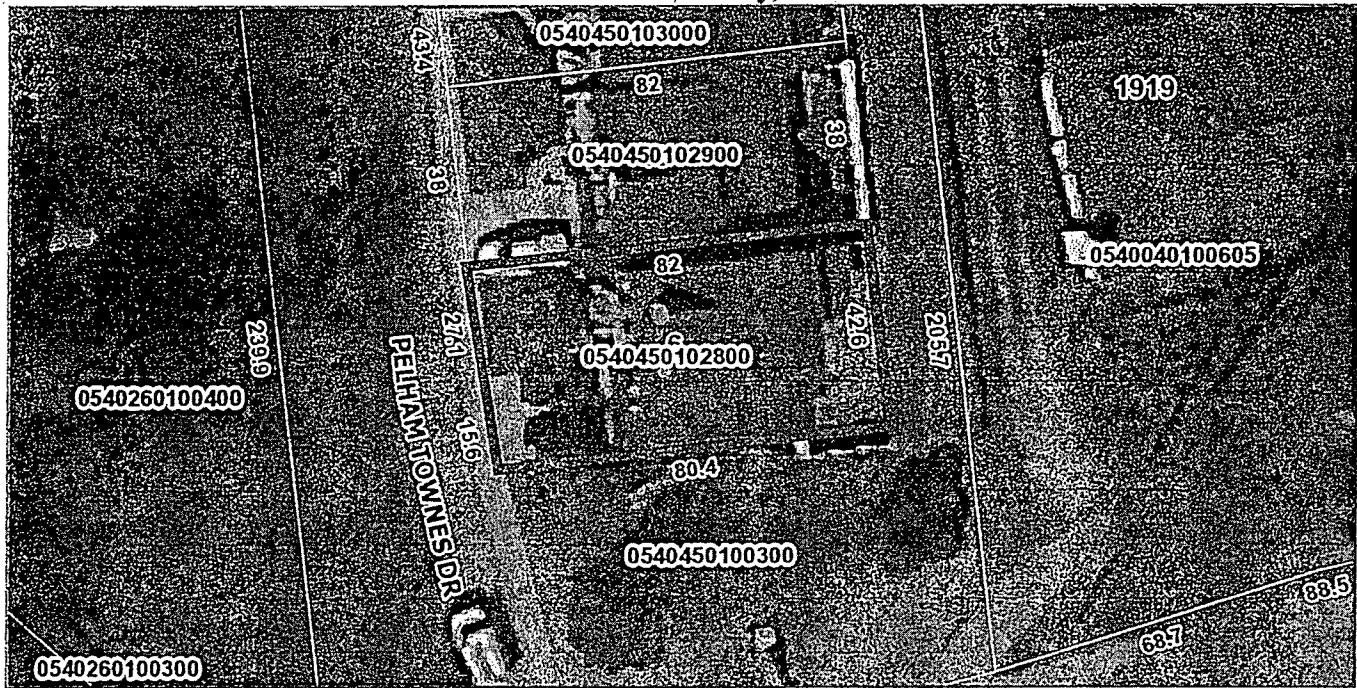


EXHIBIT 22B

PIN / Tax Map #	0540450102800	Jurisdiction	1
Owner Name	Secretary of Veterans Affairs	Land Use	1100
Owner Name 2		Legal Description	1
Mailing Address	3401 W End Ave Ste 760w	Subdivision	Townes at Pelham
City	Nashville	Site Address Number	6
State	TN	Site Address Street	PELHAM TOWNES
Zip Code	37203	Sale Price	\$5
In Care Of		Fair Market Value	\$191,590
Previous Owner	Lakeview Loan Servicing LLC	Taxable Market Value	\$191,590
Deed Date	5/11/2018	Taxes	\$14.95
Deed Book	2538	Date Taxes Paid	12/12/2017
Deed Page	1378	Estimated Acres	0
Plat Book	67	Square Feet	2238
Plat Page	8	Number of Bedrooms	3
Tax District	195	Number of Bathrooms	2
Market Area	002022	Number of Half Baths	1



Disclaimer: This Map is not a LAND SURVEY and is for reference purposes only. Data contained in this map are prepared for the inventory of Real Property found within this jurisdiction, and are compiled from recorded deeds, plats, and other public records. Users of this map are hereby notified aforementioned public primary information sources should be consulted for verification of the information contained in this map. Greenville County assumes no legal responsibility for the information contained in this map.

Map Scale
1 inch = 40 feet
7/4/2018

Lakeview BID \$5, but said
in the record it paid \$184,910

Search Details Map

Zoom to all

Secretary of Val
Affairs
PELHAM TOWN

Community Info Pr
Property Card Esti
Sales Search Own
Assessment History

0540450102800 Boyd Donna	↑
0540450102800 Nvr Inc	↑
0540450102800 Townes at Pelham LLC	↑

0540040100605

2037

687

EXHIBIT 22B

Townes at Pelham LLC owned by Eric Hedrick Builder/Developer of the Townes at Pelham Townhome Community. Also, HOA Board of Director (Luke Drevits) allowed Eric Hedrick to transition to Property Manager/Landscaper of the Community in 2007.

Zoom to all

Clear

Secretary of Veterans
Affairs
PELHAM TOWNES

Zoom to

[Community Info](#) [Property Report](#)

[Property Card](#) [Estimated Taxes](#)

[Sales Search](#) [Ownership History](#)

[Assessment History](#)

PIN/Tax Map # 0540450102800

Owner Name Secretary of Veterans
Affairs

Owner Name 2

Mailing Address 3401 W End Ave Ste
760w

City Nashville

State TN

Zip Code 37203

In Care Of

Previous Lakeview Loan

Exhibit 22B

Previous Owner should be Donna Boyd
Lakeview did not hold title on
March 5, 8, 12 or at any later date.

Eric Hedrick Builder/Developer of the
Townes at Pelham Community fraudulently
deeded the Appellants home to
Judge Charles B. Simmons Jr. on
March 22, 2018.

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Gordon G. Cooper, Master in Equity Judge

Case No.: 2018-001515

Lakeview Loan Servicing, LLC,

Respondent,

v.

Donna Boyd

Appellant.

RESPONDENT'S MOTION TO DISMISS

RILEY POPE & LANEY, LLC

Damon C. Wlodarczyk, Esquire
Riley, Pope & Laney, LLC
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205
Telephone: (803)799-9993
Facsimile: (803) 239-1414

Attorneys for Respondent

Respondent hereby submits its Motion to Dismiss pursuant to Rule 240 of the South Carolina Appellate Court Rules and shows this Honorable Court the following:

This case involves the foreclosure of a mortgage on residential property located in Greenville County, South Carolina. Appellant was the mortgagor of the property.

On January 19, 2018, Judge Charles B. Simmons, Jr., Master in Equity for Greenville County, granted the Second Supplemental Order to the Master's Order and Judgment

for Foreclosure and Sale¹ in which Respondent waived deficiency judgment. The

property was sold to Respondent as the highest bidder on March 5, 2018, and the Order of Sale was signed on March 22, 2018. On May 8, 2018, Respondent granted the

property to the Secretary of Veterans Affairs, an Officer of the United States.

On May 16, 2018, a Motion for Writ of Assistance was filed seeking to remove occupants from the property. On May 21, 2018, Judge Simmons issued a Writ of

Assistance, ordering and directing the sheriff to remove any remaining occupants of the property not less than twenty-one (21) days after posting or serving the

Appellant/occupants. The Writ of Assistance was served on Appellant by posting on June 5, 2018.

Appellant submitted a document to that Court on June 12, 2018, alleging Judge Simmons, among other things, committed fraudulent and malicious acts in regard to

the foreclosure of the property. On July 12, 2018, Appellant submitted additional documents alleging fraud in the foreclosure process. Finally, Judge Simmons posted a

letter on July 16, 2018, confirming that that the Writ of Assistance issued on May 21, 2018, was valid and that the sheriff could move forward with the eviction.

NO ORDER PRESENTED BY DEPUTIES ON JULY 12 OR JULY 16, 2018

¹ The original Order dated August 11, 2016 and the Supplemental Order was dated May 3, 2017.

Property
Sold to
VA on
3/00/18

Appellant
DENIED
NOTICE

Posted
on door
June 6, 2018

Denied
Foreclosure
"Intervention"

Contradicts
P. 5 of
Motion

Attempted
"Eviction"
by
Sheriff's
Deputies

Respondent now seeks to have this matter dismissed on procedural grounds, and the fact that the property was sold to prior to receiving any notice that anything had been filed with this Court and, therefore, the matter is moot.

ARGUMENT

I. This Appeal should be dismissed as Appellant as the letter issued by Judge Simmons on July 16, 2018, was not a final order or a final ruling on the merits.

This Court should dismiss this matter because Appellant has not appealed a “final judgment, appealable order or decision.” Rule 201(a), SCAR. South Carolina courts follow the final judgment rule, which provides, “an appeal ordinarily may be pursued only after a party has obtained a final judgment. *Hagood v. Sommerville*, 362 S.C. 191, 194, 607 S.E.2d 707, 708 (2005).

The letter issued by Judge Simmons on July 16, 2018 was merely confirmation that that the Writ of Assistance issued on May 21, 2018 was valid and that the sheriff could move forward with the eviction, and was not a final order. “The written order is the trial judge's final order and as such constitutes the final judgment of the court. The final written order contains the binding instructions which are to be followed by the parties.” *Ford v. State Ethics Comm'n*, 344 S.C. 642, 646, 545 S.E.2d 821, 823 (2001) (citing Rule 58, SCRCP).

Appellant has not appealed from the appropriate orders issued in this matter. Appellant instead attempts to appeal from a letter issued by Judge Simmons confirming that the sheriff could move forward with the Writ of Assistance. As such, Respondent requests the Court dismiss this matter.

II. This Appeal should be dismissed because Appellant failed to timely appeal the orders issued in this matter.

Appellant has failed to appeal either the Second Supplemental Order to the Master's Order and Judgment for Foreclosure and Sale issued on January 19, 2018, or the Writ of Assistance issued on May 21, 2018, within the required time period. Appellant mistakenly attempts to appeal from a confirmation letter issued by Judge Simmons on July 16, 2018, and not the previous orders. In order to comply with this State's procedural process, a notice of appeal shall be served on all respondents within thirty (30) days after receipt of written notice of entry of the order or judgment. SCACR 203(b)(1). These procedures required Appellant to appeal the January 19, 2018, Order by February 19, 2018, and the Order issued on May 21, 2018, by June 20, 2018.

"A party intending to appeal must serve and file a notice of appeal and otherwise comply with these rules." Rule 203(a), SCACR. "The requirement of service of the notice of appeal is jurisdictional, i.e., if a party misses the deadline, the appellate court lacks jurisdiction to consider the appeal and has no authority or discretion to 'rescue' the delinquent party by extending or ignoring the deadline for service of the notice." *USAA Prop. & Cas. Ins. Co. v. Clegg*, 377 S.C. 643, 651, 661 S.E.2d 791, 795 (2008) (quoting *Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 14-15, 602 S.E.2d 772, 775 (2004)).

Respondent asks this Court to dismiss this matter because Appellant failed to timely bring the matter within the Court's jurisdiction.

III. This Appeal should be dismissed because even if the Appellant had timely appealed, the it was not timely filed with this Court per Rule 203(d)(1)(B).

The failure to comply with the procedural requirements for an appeal divests a court of appellate jurisdiction." *State v. Brown*, 358 S.C. 382, 387, 596 S.E.2d 39, 41 (2004). The notice of appeal shall be filed with the clerk of the lower court and the clerk of the appellate court within ten (10) days after the notice of appeal is served." Rule 203(d)(1)(B), SCACR.

In this matter, Appellant filed the appeal with this Court on August 16, 2018.

The Notice of Appeal was received by Respondent via certified mail on August 2, 2018.

Appellant states that the Notice of Appeal was sent on July 27, 2018. Rule 262(b), SCACR, states that "[s]ervice by mail is complete upon mailing." Appellant failed to timely file the Notice of Appeal with this Court by filing twenty (20) days after service on Respondent, and as such failed to comply bring this matter under the Court's jurisdiction. Additionally, Appellant failed to submit proof of service showing tha the Notice of Appeal has been served on the Respondents. Rule 203(d)(1)(B)(i). As such, Respondent asks the Court to dismiss this matter.

IV. This Appeal should be dismissed as moot because the property was sold on March 5, 2018, and has since been granted to the Secretary of Veterans Affairs, an Officer of the United States.

Appellant failed to timely appeal from either the January 2018 Order or the May

2018 Order. [Respondent granted the property to the Secretary of Veterans Affairs, an Officer of the United States, on March 22, 2018.] As the property has been sold, the issues raised on appeal are now moot and Respondent requests this Court dismiss this appeal.

RILEY POPE & LANEY, LLC

Damon C. Wlodarczyk, Esquire
Riley, Pope & Laney, LLC
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205
Telephone: (803)799-9993
Facsimile: (803) 239-1414

Attorneys for Respondent

Columbia, South Carolina

September 12, 2018

Postmarked
October 3, 2018

Filed
Appeal
July 27, 2018
Respondent
served
NOA on
July 27, 2018

Contradicts
page 2

Property
Granted to
Secretary of
Veterans Affairs
March 8, 2018

TO Title Transferred
Respondent
on March 22

Property sold to
VA on March 8
Before Respondent
rec'd Title on
March 22, 2018