
In The
South Carolina Court of Appeals

APPEAL FROM DARLINGTON COUNTY
Court of Common Pleas - Carl A. Saaleby, Special Referee
Appellate Case No. 2017-000966

Thomas E. Goodson, as Trustee of the Residuary Beneficiaries Trust
of the Estate of Margaret S. Goodson and the Estate of Helen S. Goodson,
Respondent,

v.

Harriet E. Wilmeth, Debra J. Freeman, Bank of America, N.A., Lumber
Yard, Inc., St. Bartholomew's Episcopal Church, Canal Wood, LLC,
Alexander C. West, Alexander C. West, Jr., Airport Technologies, LLC,
Mutual Savings Bank, State of South Carolina Department of Revenue,
United States of America Acting through the Department of Treasury/
Internal Revenue Service, Ford Motor Credit Company, LLC, James Gandy,
Estate of Amelia H. Anthony, Estate of Betty C. Wiggins, Portfolio Recovery
Associ, South Carolina Department of Probation, Parole, and Pardon
Services, Norwood C. Bizzell, Robert "B.W." Bizzell, William E. Bizzell,
Mary Lathan Steele, and Vicki Eaddy,
Defendants,

Of whom Debra J. Freeman is the Appellant.

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RECORD ON APPEAL

JUL 18 2017

SC Court of Appeals

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of the Estate of Margaret S. Goodson
and the Estate of Helen S. Goodson

Attorneys for Appellant Debra J. Freeman

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STATE OF SOUTH CAROLINA)

COUNTY OF DARLINGTON)

Thomas E. Goodson, as Trustee
of the Residuary Beneficiaries
Trust of the Estate of Margaret S.
Goodson and the Estate of Helen S.
Goodson,

PLAINTIFF)

VS.)

Harriet E. Wilmeth, Debra J.
Freeman, Bank of America, N.A.
Lumber Yard, Inc.,
St. Bartholomew's Episcopal
Church, Canal Wood, LLC,
Alexander C. West, Alexander C
West, Jr., Airport Technologies, LLC
Mutual Savings Bank, State of
South Carolina Department of
Revenue, United States of America
Acting through the Department of
Treasury/Internal Revenue Service,
Ford Motor Credit Company, LLC
James Gandy, Estate of Amelia H.
Anthony, Estate of Betty C. Wiggins,
Portfolio Recovery Associ, South
Carolina Department of Probation,
Parole, and Pardon Services,
Norwood C. Bizzell, Robert "B.W."
Bizzell, William E. Bizzell, Mary
Lathan Steele, and Vicki Eaddy

DEFENDANT(S))

IN THE COURT OF COMMON PLEAS

ACTION NUMBER: 2015-CP-16-950

ORDER OF REFERENCE
WITH FINALITY

2016 FEB 11 PM 3:13
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

IT APPEARING that this is an action for the "Foreclosure of Judgments granted to the Plaintiff".

IT FURTHER APPEARS that pursuant to Section 14-11-60 and 15-31-150 of the Code of Laws of
South Carolina (1976) as amended, and pursuant to Rule 53 of the South Carolina Rules of Civil
Procedure, a Special Referee should be appointed in this matter.

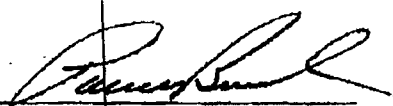
IT FURTHER APPEARS that Carl A. Saleeby is an appropriate and suitable person to be appointed in this matter.

IT FURTHER APPEARS that the Special Referee should have the power to make conclusions at law, findings of fact, and the authority to issue a Final Order in this matter, with any Appeal to be to the Supreme Court of South Carolina or to the Court of Appeals.

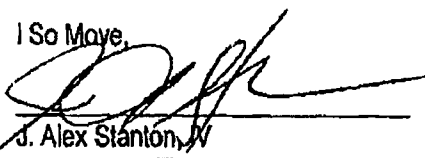
THEREFORE, IT IS

ORDERED that the above matter be and hereby is referred To Carl A. Saleeby as Special Referee, to take testimony, make conclusions at law and findings of fact, and to issue a Final Order in this case, with any Appeal to be to the Supreme Court of South Carolina or to the Court of Appeals.

8th day of February, 2016.


Paul M. Burch Judge,
Fourth Judicial Circuit

I So Move,


J. Alex Stanton, IV
Stanton Law Firm
Attorney for the Plaintiff

FILED
2016 FEB 11 PM 3:13
SCOTT B. CREGG
CLERK OF COURT/D.A.O.D.
DARLINGTON COUNTY, S.C.

STATE OF SOUTH CAROLINA)
COUNTY OF DARLINGTON)

IN THE COURT OF COMMON PLEAS
C/A NO.: 15-CP-16-950

Thomas E. Goodson, as Trustee of the Residuary)
Beneficiaries Trust of the Estate of Margaret S.)
Goodson and the Estate of Helen S. Goodson,)

Plaintiffs,)

vs.)

Harriet E. Wilmeth, Debra J. Freeman, Bank of)
America, N.A., et al.)

Defendants.)

2016 FEB 18 PM 4:25
CLERK OF COURT/NO. 0
DARLINGTON COUNTY, S.C.

ORDER OF PROTECTION

WHEREAS, Robert E. Lee, Esq. is the attorney of record in this matter for the Defendant, Debra J. Freeman;

WHEREAS, this matter is scheduled for a hearing before Carl A. Saleeby, Esq., Special Referee on February 19, 2016 at 11:00 AM in the Hartsville Magistrate's Courtroom, 404 Fourth Street, Hartsville, South Carolina;

WHEREAS, Robert E. Lee, Esq. is scheduled to appear before the Honorable D. Craig Brown in the Marion County Court of General Sessions beginning at 10:00 AM in the following eight (8) criminal matters which are expected to take several hours to complete:

- | | | |
|----|--|------------------|
| 1. | <i>State vs. Marcus Lorenzo Solomon</i> | 2015-GS-33-00259 |
| 2. | <i>State vs. Kendrex Jerome Franklin</i> | 2015-GS-33-00188 |
| 3. | <i>State vs. Calvin Antonio Johnson</i> | 2015-GS-33-00288 |
| 4. | <i>State vs. Dustin Lee Floyd</i> | 2015-GS-33-00123 |
| 5. | <i>State vs. Jackson Suddreth Tyler</i> | 2015-GS-33-00184 |
| 6. | <i>State vs. Samuel Marlee Brooks</i> | 2015-GS-33-00127 |

7. *State vs. Sylvester Lester Reaves*

2015-GS-33-00151

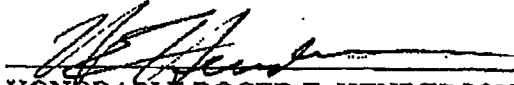
8. *State vs. Blondell Williams*

2016-GS-33-00085

It is hereby Ordered that Robert E. Lee, Esq. is hereby granted protection in this matter and from the hearing scheduled in this matter before the Special Referee for February 19, 2016.

And it is so ordered.

Executed this the 18th day of February, 2016


HONORABLE ROGER E. HENDERSON
CHIEF ADMINISTRATIVE JUDGE FOR THE
FOURTH JUDICIAL CIRCUIT

2016 FEB 18 PM 4:25
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

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STATE OF SOUTH CAROLINA)
COUNTY OF DARLINGTON)

IN THE COURT OF COMMON PLEAS
ACTION NUMBER: 2015-CP-16-950

Thomas E. Goodson, as Trustee
of the Residuary Beneficiaries
Trust of the Estate of Margaret S.
Goodson and the Estate of Helen
S. Goodson,

PLAINTIFF

FINAL ORDER

VS.

Harriet E. Wilmeth, Debra J.
Freeman, Bank of America, N.A.
Lumber Yard, Inc.,
St. Bartholomew's Episcopal
Church, Canal Wood, LLC,
Alexander C. West, Alexander C
West, Jr., Airport Technologies, LLC)
Mutual Savings Bank, State of
South Carolina Department of
Revenue, United States of America
Acting through the Department of
Treasury/Internal Revenue Service,
Ford Motor Credit Company, LLC
James Gandy, Estate of Amelia H.
Anthony, Estate of Betty C. Wiggins,
Portfolio Recovery Associ, South
Carolina Department of Probation,
Parole, and Pardon Services,
Norwood C. Bizzell, Robert "B.W."
Bizzell, William E. Bizzell, Mary
Lathan Steele, and Vicki Eaddy

DEFENDANT(S)

2017 APR -7 PM 4:25
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

FILED

Judge: Carl A. Saleeby, Special Referee
Court Reporter: Donna Currey

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This matter came to be heard before me, the undersigned, as Special Referee, in regards to the above Judgment Foreclosure Action on the 9th day of March, 2017.

Present at the March 9, 2017 Hearing was the Plaintiff, represented by Thomas E. Goodson as Trustee of the Plaintiff, together with its Attorney J. Alex Stanton, IV of the Stanton Law Firm. Also present was Mrs. Barbara K. Lee, a Secretary of the Stanton Law Firm, the Plaintiff's Attorney.

In addition, present at said Hearing were the following Defendants:

DEFENDANT

REPRESENTED BY

Debra J. Freeman

Attorney Robert E. Lee

In addition, the following Defendants were represented as follows:

Bank of America N.A.

Attorney Chad Burgess

Estate of Amelia H. Anthony

Attorney D. Malloy McEachin, Jr.

Alexander C. West

Attorney Martin S. Driggers, Jr.

Alexander C. West, Jr.

Attorney Martin S. Driggers, Jr.

Estate of Betty C. Wiggins

CPA Gregory M. Alexander

None of the other Defendants were present nor represented by Counsel.

The Special Referee decided to hear the Summary Judgment Motion filed by the Defendant, Bank of America, N.A. Attorney Burgess advised the Court that the Motion was to (a) determine the Validity of the Mortgage of the Defendant, Bank of America, N.A. and to (b) determine that the Mortgage to the Defendant, Bank of America, N.A. was a first (1st) Lien on the subject premises. The Court inquired of the persons present at the Hearing as to whether there were any "Objections" to the Court granting the aforesaid Motion of the Defendant, Bank of America, N.A. All of the persons present advised the Court that "there were no objections" to the Court granting the Motion to the Defendant, Bank of America, N.A. Therefore, the Court "orally" Granted the Motion of the Defendant, Bank of America, N.A. and declared that (a) the Mortgage of the Defendant, Bank of America, N.A. (dated November 18, 2002 and recorded on November 25, 2002 in Mortgage Book 1024 at page 4218) was a Valid Mortgage on the subject premises and that (b) the aforesaid Mortgage of the Defendant, Bank of America, N.A. was the First (1st) Lien on the subject premises.

The Plaintiff's Attorney provided the Court with the information about the following:

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A Civil Action Coversheet, Summons and Notice (Non-Jury), Notice of Lis Pendens, and Complaint (Non-Jury) (with Exhibits) were filed on December 22, 2015, (hereinafter referred to as "Lawsuit Documents").

The Lawsuit Documents were personally served upon the Defendant, Harriet E. Wilmeth, on the 19th day of January, 2016, as appears by the Affidavit of Personal Service filed herein.

The Lawsuit Documents were personally served upon the Defendant, Debra J. Freeman, on the 14th day of January, 2016, as appears by the Affidavit of Personal Service filed herein.

The Lawsuit Documents were served upon the Defendant, Bank of America, N.A., by Certified Mail, as evidenced by an Affidavit of Mailing dated 12/23/15, the original of which is filed herein.

The Lawsuit Documents were served upon the Defendant, Lumber Yard, LLC, by Certified Mail, as evidenced by an Affidavit of Mailing dated 12/23/15, the original of which is filed herein and an Acceptance of Service by said Defendant dated 29th day of December, 2015, the original of which is filed herein.

The Lawsuit Documents were served upon the Defendant, St. Bartholomew's Episcopal Church, by Certified Mail, as evidenced by an Affidavit of Mailing dated 12/23/15, the original of which is filed herein.

The Lawsuit Documents were served upon the Defendant, Canal Wood, LLC, by Certified Mail, as evidenced by an Affidavit of Mailing dated 12/23/15, the original of which is filed herein.

The Lawsuit Documents were served upon the Defendant, Alexander C. West, by Certified Mail, as evidenced by an Affidavit of Mailing dated 12/23/15, the original of which is filed herein.

The Lawsuit Documents were served upon the Defendant, Alexander C. West, Jr., by Certified Mail, as evidenced by an Affidavit of Mailing dated 12/23/15, the original of which is filed herein.

The Lawsuit Documents were served upon the Defendant, Airport Technologies, LLC, by Certified Mail, as evidenced by an Affidavit of Mailing dated 12/23/15, the original of which is filed herein.

The Lawsuit Documents were served upon the Defendant, Mutual Savings Bank, by Certified Mail, as evidenced by an Affidavit of Mailing dated 12/23/15, the original of which is filed herein.

The Lawsuit Documents were served upon the Defendant, State of South Carolina Department of Revenue, by Certified Mail, as evidenced by an Affidavit of Mailing dated 12/23/15, the original of which is filed herein.

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The Lawsuit Documents were served upon the Defendant, United States of America Department of Treasury/Internal Revenue Service, by Certified Mail, as evidenced by an Affidavit of Mailing dated 1/14/16, the original of which is filed herein.

The Lawsuit Documents were served upon the Defendant, Ford Motor Credit Company, LLC, by Certified Mail, as evidenced by an Affidavit of Mailing dated 12/23/15, the original of which is filed herein.

The Lawsuit Documents were served upon the Defendant, James Gandy, by Certified Mail, as evidenced by an Affidavit of Mailing dated 12/23/15, the original of which is filed herein.

The Lawsuit Documents were served upon the Defendant, the Estate of Amelia H. Anthony, by Certified Mail, as evidenced by an Affidavit of Mailing dated 12/23/15, the original of which is filed herein.

The Lawsuit Documents were served upon the Defendant, the Estate of Betty C. Wiggins, by Certified Mail to Attorney Vinton D. Lide, as evidenced by an Affidavit of Mailing dated 12/23/15, the original in which is filed herein and again by Certified Mail to Attorney Richard E. Conner, as evidenced by an Affidavit of Mailing dated 1/14/16, the original in which is filed herein.

The Lawsuit Documents were served upon the Defendant, Portfolio Recovery Associ, by Certified Mail, as evidenced by an Affidavit of Mailing dated 12/23/15, the original of which is filed herein.

The Lawsuit Documents were served upon the Defendant, South Carolina Department of Probation, Parole, and Pardon Services, by Certified Mail, as evidenced by an Affidavit of Mailing dated 12/23/15, the original of which is filed herein.

The Lawsuit Documents were served upon the Defendant, Norwood Bizzell, by Certified Mail as evidenced by an Affidavit of Mailing dated 12/23/15, the original of which is filed herein and an Acceptance of Service by said Defendant dated 30th day of December, 2015, the original of which is filed herein.

The Lawsuit Documents were served upon the Defendant, Robert B.W. Bizzell, by Certified Mail as evidenced by an Affidavit of Mailing dated 12/23/15, the original of which is filed herein and an Acceptance of Service by said Defendant dated 28th day of December, 2015, the original of which is filed herein.

The Lawsuit Documents were served upon the Defendant, William E. Bizzell, by Certified Mail as evidenced by an Affidavit of Mailing dated 12/23/15, the original of which is filed herein and an Acceptance of Service by said Defendant dated 31st day of December, 2015, the original of which is filed herein.

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The Lawsuit Documents were served upon the Defendant, Mary Lathan Steele, by Certified Mail as evidenced by an Affidavit of Mailing dated 12/23/15, the original of which is filed herein and an Acceptance of Service by said Defendant dated 28th day of December, 2015, the original of which is filed herein.

The Lawsuit Documents were served upon the Defendant, Vicki Eaddy, by Certified Mail as evidenced by an Affidavit of Mailing dated 12/23/15, the original of which is filed herein and an Acceptance of Service by said Defendant dated 30th day of December, 2015, the original of which is filed herein.

The Lawsuit Documents were served upon the Defendant, St. Bartholomew's Episcopal Church, by Certified Mail as evidenced by an Affidavit of Mailing dated 12/29/15, the original of which is filed herein and an Acceptance of Service by said Defendant dated 1/12/16, the original of which is filed herein.

The Following Defendants filed an Answer to the Plaintiff's Complaint:

- (a) Debra J. Freeman, dated 2/15/16
- (b) Bank Of America N.A., dated 1/27/16
- (c) Lumber Yard, Inc., dated 12/29/15
- (d) St. Bartholomew's Episcopal Church, dated 12/30/15
- (e) Alexander C. West, dated 1/20/16
- (f) Alexander C. West, Jr., dated 1/20/16
- (g) Airport Technologies, LLC, dated 12/29/15
- (h) South Carolina Department of Revenue, dated 1/12/16
- (i) United States of America, Acting Through the Department of Treasury/Internal Revenue Service, dated 2/29/16
- (j) Ford Motor Credit Company, LLC, dated 1/20/16
- (k) James Gandy, dated 12/31/15
- (l) Estate of Amelia H. Anthony, dated 1/13/16
- (m) Norwood Bizzell, dated 12/30/15
- (n) Robert B.W. Bizzell, dated 12/28/15

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- (o) William E. Bizzell, dated 12/30/15
- (p) Mary Lathan Steele, dated 12/28/15
- (q) Vicki Eaddy, dated 12/30/15
- (r) St. Bartholomew's Episcopal Church, dated 1/12/16

The Amended Answer of the Defendant, Debra J. Freeman, also dated 2/15/16, included a Cross-Claim against the Defendant, Harriet E. Wilmeth.

The Answer of the Defendant, Estate of Amelia H. Anthony, dated 1/13/16, included a Counterclaim against the Defendant, Harriet E. Wilmeth.

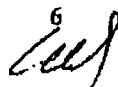
Affidavits of No Answer to Plaintiff's Complaint for the following Defendants were submitted to the Court --dated the following dates:

1. Harriet E. Wilmeth, dated 2/19/16
2. Canal Wood, LLC, dated 2/16/16
3. Mutual Savings Bank, dated 2/16/16
4. Estate of Betty C. Wiggins, Dated 2/19/16
5. Portfolio Recovery Associ, dated 2/16/16
6. South Carolina Department of Probation,
Parole and Pardon Services, dated 2/16/16

The Plaintiff's Attorney informed the Court that after an Affidavit of No Answer for Debra J. Freeman (dated February 16, 2016 and recorded on February 16, 2016), that Plaintiff's Attorney on February 18, 2016 received a copy of an Answer for Debra J. Freeman (which was dated February 15, 2016), so the Plaintiff's Attorney "withdrew" the Affidavit of No Answer as to Debra J. Freeman.

The Plaintiff's Attorney informed the Court that after an Affidavit of No Answer for James Gandy (dated February 16, 2016) and filed on February 16, 2016), that Plaintiff's Attorney received a copy of an Answer for James Gandy (dated 12/31/15), so the Plaintiff's Attorney "withdrew" the Affidavit of No Answer as to James Gandy.

Thereafter, by Order of Reference dated the 8th day of February, 2016, the above matter was referred, with Finality, to Carl A. Saleeby, as Special Referee, with said Order of Reference having been filed on the 11th day of February, 2016.



A Notice of Hearing (for February 19, 2016) was dated the 12th day of February and the original was filed on February 16, 2016.

A copy of the Order of Reference with Finality and the Notice of Hearing were mailed to all of the Defendants on 2/12/16, as evidenced by an Affidavit of Mailing to all Defendants dated 2/12/16, and the original of said Affidavit of Mailing was filed on 2/16/16.

However, a Hearing was not held on February 19, 2016, due to the Attorney for the Defendant, Debra J. Freeman, namely Robert E. Lee, having obtained an Order of Protection, dated and filed on February 18, 2016.

On February 18, 2016, Attorney Robert E. Lee (Attorney for the Defendant, Debra J. Freeman), "emailed" a letter and a copy of the Order for Protection to the Attorneys of Record in this Case.

On February 19, 2016, the Plaintiff's Attorney filed an Affidavit of Costs Paid by Plaintiff's Attorney, which was dated February 19, 2016.

The Defendant, Bank of America N.A., filed a Motion and Order Information Form and Coversheet, together with a Notice of Motion For Summary Judgment of the Defendant, Bank of America, N.A., together with a Memorandum in the Support of the Defendant, Bank of America, N.A.'s Motion For Summary Judgment (together with Exhibits attached to the Memorandum), and a Certificate of Service by Mail on the Parties of Record in this Case, with the aforesaid documents having been dated January 24, 2017.

Thereafter, the Attorneys for the Defendant, Bank of America, N.A., filed a Notice of Hearing on said Defendant's Motion For Summary Judgment (which was scheduled for March 9, 2017), together with a Certificate of Service by Mail on the Parties of Record in this Case, with the aforesaid documents having been dated February 24, 2017.

The Plaintiff's Attorney filed a Notice of Hearing (which was scheduled for March 9, 2017), together with an Affidavit of Mailing of the Notice of Hearing to the Parties of Record in this Case, with the aforesaid documents having been dated March 2, 2017 and filed on March 6, 2017.

Attorney Robert E. Lee, Attorney for the Defendant, Debra J. Freeman, filed a Motion and Order Information Sheet, Motion to Dismiss (with attachments), and a Certificate of Service which all were dated March 8, 2017. The Motion Documents were served upon the Plaintiff's Attorney in the afternoon of March 8, 2017.

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The Court next decided to hear the Motion to Dismiss filed by the Defendant, Debra J. Freeman. Attorney Robert E. Lee provided argument to the Court in regards to the Motion to Dismiss of the Defendant, Debra J. Freeman. Attorney Lee, in regards to the two (2) 2006 Judgments filed by the Plaintiff, argued that the process to enforce the Judgments "cannot have active energy" after the expiration of the ten (10) year period and could not be foreclosed (Trial Transcript at page 13). However, Attorney Lee, in regards to the 2015 Judgment filed by the Plaintiff, admitted that the 2015 Judgment could be foreclosed by the Plaintiff.

Attorney Lee also argued that "the Court did not have Jurisdiction" to rule upon the 2006 Judgments (Trial Transcript at page 19).

The Plaintiff's Attorney responded to the arguments of Attorney Robert E. Lee and set forth the Plaintiff's Defenses to the aforesaid Motion of the Defendant, Debra J. Freeman.

Attorney Stanton argued that the Defendant, Debra J. Freeman, "Lacked Standing" to have filed the Motion to Dismiss since the Foreclosure Relief requested by the Plaintiff and requested by the Defendant, Estate of Amelia H. Anthony, did not request a Sale of the Ownership Interest of the Defendant, Debra J. Freeman. The Plaintiff's Attorney also "Objected" to the Motion of the Defendant, Debra J. Freeman, based Rule 6 of the South Carolina Rules of Civil Procedure due to the said Motion not allowing ten (10) days Notice, as the Plaintiff was only served on March 8, 2017. The Plaintiff's Attorney advised the Court that the Plaintiff was not only requesting to Foreclose the Plaintiff's Judgments against the Defendant, Harriett E. Wilmeth, which were filed on February 20, 2006 in favor the Estate of Helen S. Goodson and filed on February 20, 2006 in favor of the Estate Margaret S. Goodson, but was also requesting the Foreclosure of the Judgment granted in favor of the Helen S. Goodson Trust filed on September 2, 2015.

The Plaintiff's Attorney also informed the Court that other party Defendants (ie. Estate of Amelia H. Anthony) also specifically requested Foreclosure of its Judgment Lien against the Defendant, Harriett E. Wilmeth.

Attorney Stanton also advised the Court that he disagreed with the arguments of Attorney Robert E. Lee, Attorney for the Defendant, Debra J. Freeman, in regards to the Motion to Dismiss and Attorney Stanton referred to a South Carolina Supreme Court Case which Plaintiff's Attorney stated would back the position of the Plaintiff that the Motion of the Defendant, Debra J. Freeman, should be dismissed.

Attorney McEachin, on behalf of the Defendant, Estate of Amelia H. Anthony, also responded to the Motion to Dismiss of the Defendant, Debra J. Freeman, and Attorney McEachin advised the Court that his Client, Estate of Amelia H. Anthony, had also requested that the subject Real Estate Interest of the Defendant, Harriet E. Wilmeth, be Foreclosed due to the Estate of Amelia H. Anthony's Judgment.



Attorney Martin S. Driggers, Jr. Attorney for the Defendants, Alexander C. West and Alexander C. West, Jr. advised the Court that he agreed with the arguments which the Plaintiff's Attorney had made to the Court in connection with the Motion to Dismiss filed by the Defendant, Debra J. Freeman.

CPA Gregory M. Alexander, advised the Court that he had no response on behalf of the Defendant, Estate of Betty C. Wiggins, to the Motion to Dismiss filed by the Defendant, Debra J. Freeman.

Attorney Robert E. Lee responded to the Court to the arguments of the above referenced Attorneys of some of the other Parties.

The Court stated that it would take the Motion of the Defendant, Debra J. Freeman, "Under Advisement". The Court allowed the parties a period of time to submit further Arguments and/or Cases to the Court in regards to the Motion to Dismiss of the Defendant, Debra J. Freeman.

Attorney Stanton provided the Court with a copy of the case entitled Linda Mc Company, Inc. vs James G. Shore and Jan Shore South Carolina Supreme Court Opinion Number 26878, 390 S.C. 543, 703 S.E. 2d 499(2010) which was re-filed on December 29, 2010.

This was a Case that had been referred to a Special Referee to enforce a Judgment granted to Linda Mc Company, Inc. (Respondent) by James G. Shore and Jan Shore (Petitioners).

The Petitioners "Confessed a Judgment" in favor of the Respondent which was dated December 8, 1994 and recorded on June 2, 1995 in the sum of \$110,000.00.

On October 1, 2004 the Special Referee conducted a Hearing to determine whether the Petitioners had any assets that could satisfy the Respondent's Judgment.

The Petitioners filed a Motion to Dismiss alleging the Judgment was void, and the Special Referee denied the Motion and concluded that the Respondent's Judgment was valid and enforceable.

On May 24, 2005 the Special Referee conducted another Hearing.

On June 3, 2005 the Special Referee issued his Report to the Circuit Court that the Petitioners owed the Judgment to the Respondent. Also, on June 3, 2015, the Circuit Court issued an Order to execute and levy upon the assets owned by the Petitioners.

The Petitioners appealed to the South Carolina Court of Appeals and the decision by the Trial Court was upheld by the South Carolina Court of Appeals with the decision being filed on November 2, 2007 in the case of Linda Mc Company, Inc. vs James G. Shore and Jan Shore, 375 S.C. 432, 653 S.E. 2d 279 (2007) in which the South Carolina Court of Appeals Affirmed the Order of the Trial Court.



The Petitioners appealed the decision of the South Carolina Court of Appeals to the South Carolina Supreme Court and "some of the issues" before the South Carolina Supreme Court were as follows:

1. Does section 15-39-30 deprive the judgment of "active energy"?
2. Did the expiration of the judgment render it and any supplemental proceedings to it "moot"?
3. Did the expiration of the judgment deprive the circuit court of jurisdiction to proceed with supplemental proceedings or execution?

The Petitioners argued section 15-39-30 "deprives the judgment of active energy" and execution may not issue thereon because ten years have passed since the entry of the judgment. **The Supreme Court Disagreed.**

The Supreme Court further stated our state's statutes "clearly evince the legislative purpose to nullify the effective force of a judgment after ten years, unless revived, or a suit thereon be brought before the expiration of the period allowed by law" The Supreme Court further stated that "filing an action preserves lien even though statutory period expires while matter is pending". Furthermore, the Supreme Court stated "hence, while section 15-39-30 is not a statute of limitations, it operates like a statute of limitations". The Supreme Court went further and stated that "when a party has complied with the applicable statutes, as Respondent did in this case, and is merely waiting on a court's order regarding execution and levy, the ten year limitation found in section 15-39-30 is extended to when the court finally issues an order. To hold otherwise would put those trying to enforce their judgments at the mercy of the court system to conclude the matter within the ten-year period".

The Supreme Court went further to state "in this case, the judgment was entered June 2, 1995 and the order was issued June 3, 2005. While the order came after the ten-year period, a petition for supplemental proceedings was filed before the ten-year period expired. Therefore, the judgment had active energy on June 3, 2005 because that order was the result of the supplemental proceeding filed during the ten-year period". The Supreme Court stated "if a party takes action to enforce a judgment within a ten-year statutory period of active energy, the resulting order will be effective even if issued after the ten-year period has expired. Hence, regarding this issue the decision of the court of appeals should be affirmed as modified".

In further Affirming the Decision of the Court of Appeals the Supreme Court Disagreed with the Petitioners' argument that the expiration of the Judgment "deprived the Court with Jurisdiction" to proceed with either the supplemental proceedings or execution. The Supreme Court further stated "the running of the ten-year period does not influence the power of the circuit court to hear disputes related to section 15-39-30".

In conclusion, the Supreme Court held that the Decision of the South Carolina Court of Appeals was Affirmed, as modified.



Based upon the Supreme Court Ruling (as summarized above), the Court hereby Dismisses the Motion to Dismiss which was filed by the Defendant, Debra J. Freeman.

Prior to the Plaintiff presenting the Plaintiff's Case to the Court, the Plaintiff's Attorney requested that a List of the Plaintiff's Trial Exhibits numbered 1-43 be designated as a "Court Exhibit" and that the Plaintiff's Trial Exhibits numbered 1-43 (which consisted of documents which had been filed of record in the Office of the Clerk of Court and/or the Darlington County Probate Court be "Admitted into Evidence" under Rule 902 of South Carolina Rules of Evidence. The Court inquired of all persons present to determine whether or not there were any "Objections" to the Plaintiff's request to introduce the Plaintiff's Exhibits numbered 1-43 into Evidence. Upon on hearing no objections, the Court allowed the Plaintiff's List of Exhibits 1-43 to be introduced as a Court Exhibit and allowed Plaintiff's Exhibits 1-43 to be admitted into Evidence.

Testimony was presented by the Plaintiff's representative, Mr. Thomas E. Goodson as Trustee of the Residuary Beneficiaries Trust of the Estate of Margaret S. Goodson and the Estate of Helen S. Goodson, upon the Direct Examination by the Plaintiff's Attorney.

Mr. Goodson testified about the three (3) Judgments which had been granted against the Defendant, Harriett E. Wilmeth, and he further Testified that the Plaintiff desired that the three (3) Judgments be Foreclosed by the Court as it relates to the one-half (1/2) Ownership Interest of the Defendant, Harriet E. Wilmeth, in the subject premises. He further testified that the Plaintiff has not received any monies paid by the Defendant, Harriett E. Wilmeth, on any of the aforesaid three (3) Judgments which the Plaintiff requested to be Foreclosed. Mr. Goodson further requested that any Costs that had been incurred either by the Plaintiff and/or the Plaintiff's Attorney to be paid from the Sales Proceeds of the one-half (1/2) Ownership Interest of the Defendant, Harriet E. Wilmeth, in the subject premises and that any Costs which might be paid by any Party relating to the Court Reporter Fees also be paid out of the Sales Proceeds. He further requested that any Fees of the Special Referee, the Notice of Sale Publication Cost, and the Special Referee Costs and Special Referee Commissions be paid out of any Sales Proceeds.

The Court provided all persons present the opportunity to Cross-Exam Mr. Goodson, but no person present desired to Cross-Exam Mr. Goodson.

The following additional persons presented Testimony and/or Evidence at the Hearing:

1. The Defendant, Debra J. Freeman

The Defendant, Debra J. Freeman, testified upon Direct Examination by her Attorney, Robert E. Lee. Ms. Freeman testified that she and the Defendant, Harriet E. Wilmeth, purchased a lot at 1309 Quail Meadow Lane (reference Plaintiff's Trial Exhibit Number 1) and that they later built a house on it. Ms. Freeman testified that the two (2) of them lived in the house and that the two (2) of them gave the Defendant, Bank of America, N.A. a Mortgage on it (reference the Plaintiff's Trial Exhibit Number 2). Ms. Freeman stated that prior to the Defendant, Harriet E. Wilmeth, getting into trouble and losing her ability to practice law and being incarcerated, the two (2) of them had handled the payments and other expenses regarding the house jointly.

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However, Ms. Freeman testified that for the last approximate ten (10) years, Ms. Freeman had solely been paying the expenses related to the house – including the Bank of America, N.A. Mortgage.

Ms. Freeman testified that she has spent over the last ten (10) years an enormous amount of money on the house.

Ms. Freeman's Cross-claim against the Defendant, Harriet E. Wilmeth, was for \$75,000.00 and upon Cross-Examination by the Plaintiff's Attorney, Ms. Freeman requested Judgment against the Defendant, Harriet E. Wilmeth, in the sum of \$75,000.00.

None of the other parties present asked any questions of the Defendant, Debra J. Freeman, on Cross-Examination.

2. Attorney D. Malloy McEachin, Jr. (Attorney for the Defendant, Estate of Amelia H. Anthony)

Attorney McEachin advised the Court that the Estate of Amelia H. Anthony also desired to Foreclose its Judgment and that nothing had been paid by the Defendant, Harriet E. Wilmeth, on the Judgment in favor of the Estate of Amelia H. Anthony.

3. Martin S. Driggers, Jr. (Attorney for the Defendant, Alexander C. West, and for the Defendant, Alexander C. West, Jr.)

Attorney Driggers advised the Court that no monies had been paid by the Defendant, Harriet E. Wilmeth, on the Judgments of his Clients.

Based upon the Testimony and Evidence presented, I make the following Findings of Fact:

FINDINGS OF FACT

1. I find that this Court has Jurisdiction both of the parties and of the subject matter. I further find that this Court has the Authority and Jurisdiction to make a ruling on the priority of the Plaintiff's two (2) 2006 Judgments against the Defendant, Harriet E. Wilmeth.

2. I find that the Defendants, Harriet E. Wilmeth and Debra J. Freeman, each own an undivided one-half (1/2) interest in a house and lot located at 1309 Quail Meadow Lane, Hartsville, South Carolina and known as Tax Map Number 036-07-07-037. (Plaintiff's Trial Exhibit 1).

3. I find further that the Defendants, Harriet E. Wilmeth and Debra J. Freeman, duly executed a Mortgage in favor of the Defendant, Bank of America, N.A., in the original sum of \$234,666.00, being dated November 18, 2002 and recorded on November 25, 2002 in Mortgage Book 1024 at page 4218 (Plaintiff's Trial Exhibit 2)

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4. I find that the Mortgage Balance due to the Defendant, Bank of America, was the sum of \$147,864.42 --as of the 18th day of February, 2016 (**Plaintiff's Trial Exhibit 3**).

5. I find that the aforesaid Mortgage of the Defendant, Bank of America, N.A., constitutes a First and Prior Lien on the subject premises.

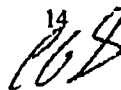
6. I find that any Judgment Foreclosure Sale of the undivided one-half (1/2) interest of the Defendant, Harriet E. Wilmeth, shall be Subject to the First and Prior Lien of the Defendant, Bank of America, N.A.

7. I find that all other persons and/or entities having an interest in or lien or possible claim in or upon the undivided one-half (1/2) interest of the Defendant, Harriet E. Wilmeth, in the subject premises as of the date and time of the filing of the Notice of Lis Pendens and the "Lawsuit Documents" (filed on December 22, 2015) are Parties to this Action and that the liens are set forth hereinbelow and that the Judgments and/or Tax Liens of the Parties to this Action are set forth below in the following "Order of Priority" EXCEPT that the Mortgage Lien of the Defendant, Bank of America, N.A., is the First and Prior Lien on the subject premises.

- (a) Judgment Roll Number 54,639 originally granted in favor of the Estate of Helen S. Goodson against the Defendant, Harriet E. Wilmeth, in the original sum of \$317,970.97 (**Plaintiff's Trial Exhibit 4**). Thereafter, this Judgment "was Assigned" to the Plaintiff by Assignment dated November 18, 2013 and recorded on November 21, 2013 (**Plaintiff's Trial Exhibit 5**). Thereafter, an Execution on this Judgment was issued on November 30, 2015 and "Returned Nulla Bona" to the Clerk of Court and recorded on December 22, 2015 (**Plaintiff's Trial Exhibit 6**). This Judgment is held by the Plaintiff.
- (b) Judgment Roll Number 54,640 originally granted in favor of the Estate of Margaret S. Goodson against the Defendant, Harriet E. Wilmeth, in the original sum of \$150,010.00 (**Plaintiff's Trial Exhibit 7**). Thereafter, this Judgment "was Assigned" to the Plaintiff by "Assignment" dated November 18, 2013 and recorded on November 21, 2013 (**Plaintiff's Trial Exhibit 8**). Therefore, an Execution on this Judgment was issued on November 30, 2015 and "Returned Nulla Bona" to the Clerk of Court and recorded on December 22, 2015 (**Plaintiff's Trial Exhibit 9**). This Judgment is held by the Plaintiff.
- (c) Judgment Roll Number 54,874 granted in favor of Lumber Yard, Inc. against the Defendant, Harriet E. Wilmeth, in the original sum of \$4,310.96 (**Plaintiff's Trial Exhibit 10**).

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- (d) Judgment Roll Number 54,916 granted in favor of St. Bartholomew's Episcopal Church against the Defendant, Harriet E. Wilmeth, in the original sum of \$160,027.21 (Plaintiff's Trial Exhibit 11).
- (e) Judgment Roll Number 55,252 granted in favor of Canal Wood, LLC against the Defendant, Harriet E. Wilmeth, in the original sum of \$154,698.60 (Plaintiff's Trial Exhibit 12).
- (f) Judgment Roll Number 55,352 granted in favor of Alexander C. West against the Defendant, Harriet E. Wilmeth, in the original sum of \$160,000.00 (Plaintiff's Trial Exhibit 13).
- (g) Judgment Roll Number 55,353 granted in favor of Alexander C. West Jr. against the Defendant, Harriet E. Wilmeth, in the original sum of \$60,000.00 (Plaintiff's Trial Exhibit 14).
- (h) Judgment Roll Number 55,474 granted in favor of Airport Technologies, LLC against the Defendant, Harriet E. Wilmeth, in the original sum of \$437,556.05 (Plaintiff's Trial Exhibit 15).
- (i) Judgment Roll Number 55,560 granted in favor of Mutual Savings Bank against the Defendant, Harriet E. Wilmeth, in the original sum of \$277,099.40 (Plaintiff's Trial Exhibit 16).
- (j) South Carolina Department of Revenue Tax Lien Number 2006-00001837 against the Defendant, Harriet E. Wilmeth, in the original sum of \$3,163.35 (Plaintiff's Trial Exhibit 17).
- (k) South Carolina Department of Revenue Tax Lien Number 2007-00000127 against the Defendant, Harriet E. Wilmeth, in the original sum of \$3,230.65 (Plaintiff's Trial Exhibit 18).
- (l) Federal Tax Lien Number 2007-00000031 against the Defendant, Harriet E. Wilmeth, in the original sum of \$90,310.63 (Plaintiff's Trial Exhibit 19).
- (m) Judgment Roll Number 56,338 granted in favor of Ford Motor Credit Company, LLC against the Defendant, Harriet E. Wilmeth, in the original sum of \$3,811.69 (Plaintiff's Trial Exhibit 20).
- (n) Federal Tax Lien Number 2007-00000106 against the Defendant, Harriet E. Wilmeth, in the original sum of \$101,048.53 (Plaintiff's Trial Exhibit 21).
- (o) Judgment Roll Number 56,378 granted in favor Mutual Savings Bank against the Defendant, Harriet E. Wilmeth, in the original sum of \$277,099.40 (Plaintiff's Trial Exhibit 22).

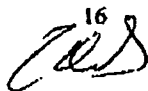
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- (p) Judgment Roll Number 56,555 granted in favor of James Gandy against the Defendant, Harriet E. Wilmeth, in the original sum of \$75,000.00 (Plaintiff's Trial Exhibit 23).
- (q) Judgment Roll Number 56,710 granted in favor of the Estate of Amelia H. Anthony against the Defendant, Harriet E. Wilmeth, in the original sum of \$1,691,346.08 (Plaintiff's Trial Exhibit 24).
- (r) Judgment Roll Number 2005-CP-16-0947 granted in favor of the Estate of Batty C. Wiggins against the Defendant, Harriet E. Wilmeth, in the original sum of \$2,500,000.00 (Plaintiff's Trial Exhibit 25).
- (s) Judgment Roll Number 58,979 granted in favor of Portfolio Recovery Associ against the Defendant, Harriet E. Wilmeth, in the original sum of \$19,244.06 (Plaintiff's Trial Exhibit 26).
- (t) Judgment Roll Number 2011-CP-16-0679 granted in favor of South Carolina Department of Probation, Parole and Pardon Services against the Defendant, Harriet E. Wilmeth, in the original sum of \$260.60 (Plaintiff's Trial Exhibit 27).
- (u) Judgment Roll Number 2015-CP-16-925 granted in favor of South Carolina Department of Probation, Parole and Pardon Services against the Defendant, Harriet E. Wilmeth, in the original sum of \$1,472.90 (Plaintiff's Trial Exhibit 28).
- (v) Judgment Roll Number 2015-CP-16-677 granted in favor of Norwood C. Bizzell against the Defendant, Harriet E. Wilmeth, in the original sum of \$550.89 (Plaintiff's Trial Exhibit 29).
- (w) Judgment Roll Number 2015-CP-16-678 granted in favor of Robert "B.W." Bizzell against the Defendant, Harriet E. Wilmeth, in the original sum of \$550.89 (Plaintiff's Trial Exhibit 30).
- (x) Judgment Roll Number 2015-CP-16-679 granted in favor of William E. Bizzell against the Defendant, Harriet E. Wilmeth, in the original sum of \$550.89 (Plaintiff's Trial Exhibit 31).
- (y) Judgment Roll Number 2015-CP-16-680 granted in favor of Mary Lathan Steele against the Defendant, Harriet E. Wilmeth, in the original sum of \$1,673.40 (Plaintiff's Trial Exhibit 32).



- (z) Judgment Roll Number 2015-CP-16-681 granted in favor of South Carolina Department of Probation, Parole and Pardon Services against the Defendant, Harriet E. Wilmeth, in the original sum of \$330.70 (**Plaintiff's Trial Exhibit 33**).
- (aa) Judgment Roll Number 2015-CP-16-682 granted in favor of South Carolina Department of Probation, Parole and Pardon Services against the Defendant, Harriet E. Wilmeth, in the original sum of \$330.70 (**Plaintiff's Trial Exhibit 34**).
- (bb) Judgment Roll Number 2015-CP-16-683 granted in favor of South Carolina Department of Probation, Parole and Pardon Services against the Defendant, Harriet E. Wilmeth, in the original sum of \$334.84 (**Plaintiff's Trial Exhibit 35**).
- (cc) Judgment Roll Number 2015-CP-16-684 granted in favor of Vicki Eaddy against the Defendant, Harriet E. Wilmeth, in the original sum of \$330.70 (**Plaintiff's Trial Exhibit 36**).
- (dd) Judgment Roll Number 2015-CP-16-685 granted in favor of South Carolina Department of Probation, Parole and Pardon Services against the Defendant, Harriet E. Wilmeth, in the original sum of \$19,302.79 (**Plaintiff's Trial Exhibit 37**).
- (ee) Judgment Roll Number 2015-CP-16-0686 granted in favor of Helen S. Goodson Trust against the Defendant, Harriet E. Wilmeth, in the original sum of \$95,513.15 (**Plaintiff's Trial Exhibit 38**). Thereafter, this Judgment "was Assigned" to the Plaintiff by Assignment dated November 18, 2013 and recorded on November 21, 2013 (**Plaintiff's Trial Exhibit 39**).
- (ff) Judgment Roll Number 2015-CP-16-687 granted in favor of South Carolina Department of Probation, Parole and Pardon Services against the Defendant, Harriet E. Wilmeth, in the original sum of \$16,901.65 (**Plaintiff's Trial Exhibit 40**).
- (gg) Judgment Roll Number 2015-CP-16-0688 granted in favor of St. Bartholomew's Episcopal Church against the Defendant, Harriet E. Wilmeth, in the original sum of \$84,507.43 (**Plaintiff's Trial Exhibit 41**).

8. I find that either the Plaintiff or the Plaintiff's Attorney has expended money "for the Costs" and that "these Costs" shall be reimbursed or paid to the Plaintiff and/or Plaintiff's Attorney from the "Sales Proceeds", whichever is applicable (**Plaintiff's Trial Exhibit 42**). I further find that if any other Party or Attorney has expended money "for Costs", that "these Costs" shall also be repaid from the "Sales Proceeds".

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9. I find that the Darlington County Probate Court Order dated October 4, 2013 and filed on October 4, 2013 "Approved" a Trust Agreement for the Residuary Beneficiaries of the Estate of Margaret S. Goodson and the Estate of Helen S. Goodson, with Thomas E. Goodson being designated as the Trustee.

10. The premises which are the subject of this action are as follows:

THE DEFENDANT'S, HARRIET E. WILMETH'S, UNDIVIDED ONE-HALF (1/2) INTEREST IN AND TO:

All that certain piece, parcel or lot of land situate, lying and being near to and West or Southwest of the City of Hartsville, in Darlington County, South Carolina, designated as Lot No. One (1) on plat of Subdivision of property situated near the City of Hartsville prepared for P.L. McCall, Sr., by J. E. Tucker, Jr., Registered Land Surveyor, dated February 10, 1977, as revised April 22, 1977, and recorded in the office of the Clerk of Court for Darlington County in Plat Book 73 at Page 237; the said lot being slightly irregular in shape, and being bounded and measuring, according to said plat, as follows:

NORTH: By 50-foot street indicated on said plat, a distance of 135 feet;
EAST: By Lot No.2 on said plat, a distance of 230.3 feet;

SOUTH: By 15-foot utility alley indicated on said plat, a distance of 133.2 feet; and
WEST: By land now or formerly of C.K. Dunlap, a distance of 227.2 feet.

PROVIDED, HOWEVER, that this conveyance is made subject to the protective covenants, limitation and restrictions set forth in the instrument executed by the aforesaid P.L. McCall, Sr., and dated May 17, 1977.

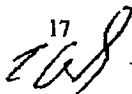
Being the same premises conveyed unto Harriet E. Wilmeth and Debra J. Freeman by Deed of Travis L. Dixon, dated March 30, 1984 and recorded on April 3, 1984 in Deed Book 867 at Page 790.

Tax Map Number: 036-07-01-037

CONCLUSIONS OF LAW

NOW, THEREFORE, based upon the pleadings filed in this case, the testimony and evidence presented, and the findings set forth above, I conclude the following:

1. The Defendant, Bank of America, N.A.'s Mortgage (dated November 18, 2002 and recorded on November 25, 2002 in Mortgage Book 1024 at page 4218) is a Valid Mortgage on the subject premises and is the First (1st) Lien on the subject premises.

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2. The Plaintiff shall have Judgment of Foreclosure of the above described premises.

3. The one-half (1/2) undivided interest of the Defendant, Harriet E. Wilmeth, in the subject premises shall be sold at public auction after due advertisement. The sale shall be made subject to current year taxes and assessments that are due on the day of sale.

4. The sale of the one-half (1/2) undivided interest of the Defendant, Harriet E. Wilmeth, in the subject premises shall be sold **SUBJECT TO THE MORTGAGE OF THE DEFENDANT, BANK OF AMERICA, N.A. (Reference Plaintiff's Trial Exhibit Number 2).**

5. The proceeds arising from such sale shall be applied, first, to the "Costs and Disbursements" of this Action- either to the Plaintiff and/or Plaintiff's Attorney and/or to any other Party or Attorney who has paid "any such Costs", and, next, to be applied against the Judgment and/or Tax Lien Holders in the "Order of Priority" as set forth under Paragraph 7 of the Findings of Fact, or so much as the proceeds will pay in the "Order of Priority". In the event that there is any surplus proceeds after the payment of all of the Judgment and/or Tax Lien Holders, such surplus shall be held pending further Order of this Court.

NOW, on Motion of Brock and Scott, PLLC, Attorneys for the Defendant, Bank of America, N.A., it is,

ORDERED, ADJUDGED AND DECREED:

1. That the Motion for Summary Judgment of the Defendant, Bank of America, N.A. is hereby Granted and it is Declared that (a) the Mortgage of the Defendant, Bank of America, N.A. (dated November 18, 2002 and recorded on November 25, 2002 in Mortgage Book 1024 at page 4218) is a Valid Mortgage on the subject premises and the (b) the aforesaid Mortgage of the Defendant, Bank of America, N.A. is the First (1st) Lien on the subject premises.

NOW, in connection with the Motion to Dismiss filed by the Defendant, Debra J. Freeman, it is,

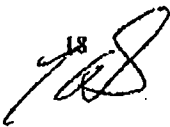
ORDERED, ADJUDGED AND DECREED:

1. That the Motion to Dismiss filed by the Defendant, Debra J. Freeman, is hereby Dismissed.

NOW, on Motion of the Plaintiff's Attorneys, The Stanton Law Firm,

IT IS FURTHER ORDERED, ADJUDGED AND DECREED:

1. The premises hereinabove described shall be sold by the Special Referee, on Sales Day in June of 2017 with said date being May 1, 2017 at 12:00 o'clock Noon, or on some convenient Sales Day thereafter, after due and legal advertisement in The Messenger, a newspaper regularly published in Darlington County, South Carolina; that such sale shall be made to the



highest bidder for Cash, and, that the successful bidder (other than the Plaintiff) shall immediately deposit five (5%) percent of the bid as earnest money, with the purchaser to pay for any unpaid current year real property taxes owed, thereon, the preparation of deed, documentary stamps, and recording of deed, together with such Sale being subject to existing easements and restrictions

AND THAT SUCH SALE BEING SUBJECT TO THE FIRST (1ST) MORTGAGE OF THE DEFENDANT, BANK OF AMERICA, N.A. RECORDED IN MORTGAGE BOOK 1024 AT PAGE 4218.

The bidding shall be closed after the highest bid has been made on Sales day. The successful bidder shall have a period of fifteen (15) days after the close of bidding to comply with the bid, and, if the successful bidder fails to comply within the time aforesaid, the successful bidder shall forfeit the five (5%) percent deposit, and the premises will be re-sold on the next Sales Day at the risk of the former successful bidder. **THE DEFENDANT, UNITED STATES OF AMERICA IS ENTITLED TO ASSERT ITS RIGHT OF REDEMPTION PURSUANT TO SECTION 2410 (C) TITLE 28, U.S. CODE AND THAT THIS PERIOD OF REDEMPTION IS 120 DAYS BY STATUTE. TO OBTAIN A RELEASE OF THE RIGHT OF REDEMPTION, A PURCHASER OF THE SUBJECT PROPERTY MUST PURSUE AN ADMINISTRATIVE PROCEDURE THROUGH THE OFFICE OF THE UNITED STATES ATTORNEY, 1441 MAIN STREET, SUITE 500, COLUMBIA, SOUTH CAROLINA 29201.**

2. If Plaintiff is the successful bidder at said sale, for a sum not exceeding the amount of costs, expenses and the Judgment Indebtedness due to the Plaintiff in full, Plaintiff may pay to the Court only the amount of the costs and expenses, crediting the balance of the bid on Plaintiff's Judgment Indebtedness.

3. The Court shall apply the proceeds of sale in the following order of priority:

- (a) The costs and disbursement of this action – either to the Plaintiff and/or the Plaintiff's Attorney and/or any other Party or Attorney who has paid any such Costs.
- (b) To be applied against the Judgment and/or Tax Lien Holders in the "Order of Priority" as set forth under Paragraph 7 of the Findings of Fact, or so much as the proceeds will pay in the "Order of Priority".
- (c) In the event that there is any surplus proceeds after the payment of all of the Judgment and/or Tax Lien Holders, such surplus shall be held pending further Order of this Court.

4. **EXECPT FOR THE DEFENDANT, BANK OF AMERICA, N.A.,** all other Parties to this action and all persons whosoever claiming under them, be forever barred and foreclosed of all right, title, interest and equity of redemption in the subject premises so sold, or any part thereof.

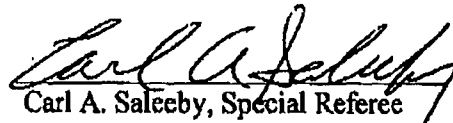
5. That pursuant to S.C. CODE ANN Section 30-9-31 (supp 1987), the deed of conveyance made pursuant to this sale shall be indexed in the grantor index by the Register of Mesne Conveyances in the name Harriet E. Wilmeth (for her undivided one-half (1/2) interest in the subject premises) as well as in the name of the undersigned Special Referee who executes such deed as grantor.

6. That the undersigned Special Referee will retain jurisdiction to do all necessary acts incident to this Judgment Foreclosure including, but not limited to, the issuance of a Writ of Assistance and disposing of any surplus funds pursuant to Rule 71(c) SCRPC.

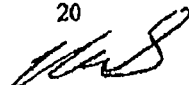
AND IT IS SO ORDERED, ADJUDGED, AND DECREED.

Hartsville, South Carolina

6 day of April, 2017.


Carl A. Salceby, Special Referee

FILED
2017 APR -7 PM 4:25
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.



STATE OF SOUTH CAROLINA)
)
COUNTY OF DARLINGTON)
)

IN THE COURT OF COMMON PLEAS
ACTION NUMBER: 2015-CP-16-950

Thomas E. Goodson, as Trustee
of the Residuary Beneficiaries
Trust of the Estate of Margaret S.
Goodson and the Estate of Helen
S. Goodson,)
)

PLAINTIFF)
)

NOTICE OF SALE

VS.)
)

Harriet E. Wilmeth, Debra J.
Freeman, Bank of America, N.A.
Lumber Yard, Inc.,)
)
St. Bartholomew's Episcopal
Church, Canal Wood, LLC,)
)
Alexander C. West, Alexander C
West, Jr., Airport Technologies, LLC)
)
Mutual Savings Bank, State of
South Carolina Department of)
)
Revenue, United States of America)
)
Acting through the Department of)
)
Treasury/Internal Revenue Service,)
)
Ford Motor Credit Company, LLC)
)
James Gandy, Estate of Amelia H.
Anthony, Estate of Betty C. Wiggins,)
)
Portfolio Recovery Associ, South
Carolina Department of Probation,)
)
Parole, and Pardon Services,)
)
Norwood C. Bizzell, Robert "B.W."
Bizzell, William E. Bizzell, Mary)
)
Lathan Steele, and Vicki Eaddy)
)

DEFENDANT(S))
)

FILED
2017 APR - 7 PM 4:25
SCOTT B. SUGGS
CLERK OF COURT/R.D.
DARLINGTON COUNTY, S.C.

Pursuant to the Order of the undersigned in the case of Thomas E. Goodson, as
Trustee of the Residuary Beneficiaries Trust of the Estate of Margaret S. Goodson and
the Estate of Helen S. Goodson versus Harriet E. Wilmeth, et al, I will sell before the

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Courthouse door at Darlington, South Carolina, on the Sales Day on May 1, 2017, at 12:00 Noon, the below described premises for cash to the highest bidder. The premises are described as follows:

THE DEFENDANT'S, HARRIET E. WILMETH'S, UNDIVIDED ONE-HALF (1/2) INTEREST IN AND TO:

All that certain piece, parcel or lot of land situate, lying and being near to and West or Southwest of the City of Hartsville, in Darlington County, South Carolina, designated as Lot No. One (1) on plat of Subdivision of property situated near the City of Hartsville prepared for P.L. McCall, Sr., by J. E. Tucker, Jr., Registered Land Surveyor, dated February 10, 1977, as revised April 22, 1977, and recorded in the office of the Clerk of Court for Darlington County in Plat Book 73 at Page 237; the said lot being slightly irregular in shape, and being bounded and measuring, according to said plat, as follows:

NORTH: By 50-foot street indicated on said plat, a distance of 135 feet;
EAST: By Lot No.2 on said plat, a distance of 230.3 feet;
SOUTH: By 15-foot utility alley indicated on said plat, a distance of 133.2 feet; and
WEST: By land now or formerly of C.K. Dunlap, a distance of 227.2 feet.

PROVIDED, HOWEVER, that this conveyance is made subject to the protective covenants, limitation and restrictions set forth in the instrument executed by the aforesaid P.L. McCall, Sr., and dated May 17, 1977.

Being the same premises conveyed unto Harriet E. Wilmeth and Debra J. Freeman by Deed of Travis L. Dixon, dated March 30, 1984 and recorded on April 3, 1984 in Deed Book 867 at Page 790.

Tax Map Number: 036-07-01-037

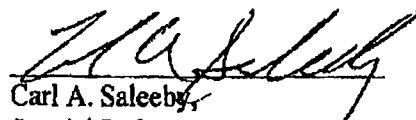
Terms of Sale: Cash. The highest bidder, (other than the Plaintiff), shall immediately deposit five (5%) percent of the bid as earnest money, with the purchaser to pay for any unpaid current year real property taxes owed, thereon, the preparation of deed, documentary stamps, and recording of deed, together with such Sale being subject

2
148

to existing easements and restrictions AND THAT SUCH SALE BEING SUBJECT TO THE FIRST (1ST) MORTGAGE OF THE DEFENDANT, BANK OF AMERICA, N.A. RECORDED IN MORTGAGE BOOK 1024 AT PAGE 4218. The bidding shall be closed after the highest bid has been made on Sales day. The successful bidder shall have a period of fifteen (15) days after the close of bidding to comply with the bid, and, if the successful bidder fails to comply within the time aforesaid, the successful bidder shall forfeit the five (5%) percent deposit, and the premises will be re-sold on the next Sales Day at the risk of the former successful bidder. **THE DEFENDANT, UNITED STATES OF AMERICA IS ENTITLED TO ASSERT ITS RIGHT OF REDEMPTION PURSUANT TO SECTION 2410 (C) TITLE 28, U.S. CODE AND THAT THIS PERIOD OF REDEMPTION IS 120 DAYS BY STATUTE. TO OBTAIN A RELEASE OF THE RIGHT OF REDEMPTION, A PURCHASER OF THE SUBJECT PROPERTY MUST PURSUE AN ADMINISTRATIVE PROCEDURE THROUGH THE OFFICE OF THE UNITED STATES ATTORNEY, 1441 MAIN STREET, SUITE 500, COLUMBIA, SOUTH CAROLINA 29201.**

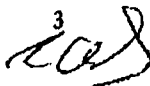
Hartsville, South Carolina

6 day of April, 2017.


Carl A. Saleeby,
Special Referee

2017 APR -7 PM 4:25
SCOTT B. SUGGS
CLERK OF COURT/R.O.
DARLINGTON COUNTY, S.C.

FILED



STATE OF SOUTH CAROLINA)
COUNTY OF DARLINGTON)

IN THE COURT OF COMMON PLEAS
ACTION NUMBER: 2015-CP-16-_____

Thomas E. Goodson, as Trustee)
of the Residuary Beneficiaries)
Trust of the Estate of Margaret S.)
Goodson and the Estate of Helen)
S. Goodson,)

PLAINTIFF)

VS.)

Harriet E. Wilmeth, Debra J.)
Freeman, Bank of America, N.A.)
Lumber Yard, Inc.,)
St. Bartholomew's Episcopal)
Church, Canal Wood, LLC,)
Alexander C. West, Alexander C)
West, Jr., Airport Technologies,)
LLC, Mutual Savings Bank, State)
of South Carolina Department of)
Revenue, United States of)
America acting through the)
Department of Treasury/Internal)
Revenue Service, Ford Motor)
Credit Company, LLC, James)
Gandy, Estate of Amelia H.)
Anthony, Estate of Betty C.)
Wiggins, Portfolio Recovery)
Associ, South Carolina)
Department of Probation Parole,)
and Pardon Services, Norwood C.)
Bizzell, Robert "B.W." Bizzell,)
William E. Bizzell, Mary Lathan)
Steele, and Vicki Eaddy)

DEFENDANT(S))

15CP160950

SUMMONS AND NOTICE
Foreclosure of Judgments
(Non-Jury)

2015 DEC 22 PM 3:09
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

FILED

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to the Complaint on the undersigned at Post Office Box 70, Hartsville, South Carolina 29551, within thirty (30) days after the service hereof, exclusive of the day of such service, except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, or otherwise appear and defend, the Plaintiff in this action will apply to the Court for the relief demanded therein, and judgement by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that, pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, as amended, the undersigned attorney, on behalf of the Plaintiff herein, will seek a general Order of Reference to the Master-in-Equity or Special Referee for the County where this action is filed, which Order shall, pursuant to the Rule 53 of the South Carolina Rules of Civil Procedure, specifically provide that the Master-in-Equity or Special Referee is authorized and empowered to enter a final judgement in this action, with any appeal from the final judgement entered by the Master-in-Equity or Special Referee to be directly to the Supreme Court or to the Court of Appeals, whichever is appropriate.

STANTON LAW FIRM

December 22, 2015

By: 

J. Alex Stanton, IV
Post Office Box 70
Hartsville, SC 29551
(843) 332-5171
Attorney for Plaintiff

STATE OF SOUTH CAROLINA)

COUNTY OF DARLINGTON)

Thomas E. Goodson, as Trustee)
of the Residuary Beneficiaries)
Trust of the Estate of Margaret S.)
Goodson and the Estate of Helen S.)
Goodson,)

PLAINTIFF)

VS.)

Harriet E. Wilmeth, Debra J.)
Freeman, Bank of America, N.A.)
Lumber Yard, Inc.,)
St. Bartholomew's Episcopal)
Church, Canal Wood, LLC,)
Alexander C. West, Alexander C)
West, Jr., Airport Technologies, LLC)
Mutual Savings Bank, State of)
South Carolina Department of)
Revenue, United States of America)
Acting through the Department of)
Treasury/Internal Revenue Service,)
Ford Motor Credit Company, LLC)
James Gandy, Estate of Amelia H.)
Anthony, Estate of Betty C. Wiggins,)
Portfolio Recovery Associ, South)
Carolina Department of Probation,)
Parole, and Pardon Services,)
Norwood C. Bizzell, Robert "B.W.")
Bizzell, William E. Bizzell, Mary)
Lathan Steele, and Vicki Eaddy)

DEFENDANT(S))

IN THE COURT OF COMMON PLEAS

ACTION NUMBER: 2015-CP-16-_____

15CP160950

COMPLAINT
(FORECLOSURE OF JUDGEMENT LIENS)
NON-JURY

2015 DEC 22 PM 3:08
SCOTT B. SUGGS
CLERK OF COURT/P.O.D.
DARLINGTON COUNTY, S.C.

FILED

The Plaintiff alleges the following:

1. The real estate property, owned by the Defendant, Harriet E. Wilmeth, and which is the subject of this action is located in the County and State aforesaid and is described as follows:

AN UNDIVIDED ONE-HALF (1/2) INTEREST IN AND TO:

All that certain piece, parcel or lot of land situate, lying and being near to and West or Southwest of the City of Hartsville, in Darlington County, South Carolina, designated as Lot No. One (1) on plat of Subdivision of property situated near the City of Hartsville prepared for P.L. McCall, Sr., by J. E. Tucker, Jr., Registered Land Surveyor, dated February 10, 1977, as revised April 22, 1977, and recorded in the office of the Clerk of Court for Darlington County in Plat Boon 73 at Page 237; the said lot being slightly irregular in shape, and being bounded and measuring, according to said plat, as follows:

NORTH: By 50-foot street indicated on said plat, a distance of 135 feet;
EAST: By Lot No.2 on said plat, a distance of 230.3 feet;
SOUTH: By 15-foot utility alley indicated on said plat, a distance of 133.2 feet; and
WEST: By land now or formerly of C.K. Dunlap, a distance of 227.2 feet.

PROVIDED, HOWEVER, that this conveyance is made subject to the protective covenants, limitation and restrictions set forth in the instrument executed by the aforesaid P.L. McCall, Sr., and dated May 17, 1977.

Being the same premises conveyed unto Harriet E. Wilmeth and Debra J. Freeman by Deed of Travis L. Dixon, dated March 30, 1984 and recorded on April 3, 1984 in Deed Book 867 at Page 790.

Tax Map Number: 036-07-01-037

(Reference a copy of said Deed which is attached as Exhibit A)

2. The Plaintiff is a Trust in which Thomas E. Goodson was designated as the Trustee for the Residuary Beneficiaries Trust of the Estate of Margaret S. Goodson and of the Estate of Helen S. Goodson.
3. The Defendant, Harriet E. Wilmeth, is believed to be a resident of Horry County, South Carolina.

4. The Defendant, Debra J. Freeman, is a resident of Darlington County, South Carolina.

5. Heretofore, Judge Marvin I. Lawson, Probate Judge of the Darlington County Probate Court executed a "Transcript of Judgment" in favor of the Estate of Helen S. Goodson against the Defendant, Harriet E. Wilmeth, in the original sum of Three Hundred Seventeen Thousand Nine Hundred and Seventy and 97/100 (\$317,970.97) Dollars, and which was filed on February 20, 2006 as Judgment Roll Number 54,639. **(a copy of which is attached as Exhibit B).**

6. This is an action for the Foreclosure of a Judgment Lien granted in favor of the Estate of Helen S. Goodson against the Defendant, Harriet E. Wilmeth, and which Judgment Lien attached upon the said Defendant's interest in the above described real estate and which Judgment was "Assigned" by the Estate of Helen S. Goodson to the Plaintiff by Assignment dated November 18, 2013 and recorded on November 21, 2013 **(a copy of such Assignment is attached as Exhibit C).**

7. Heretofore, Judge Marvin I. Lawson, Probate Judge of the Darlington County Probate Court executed a "Transcript of Judgment" in favor of the Estate of Margaret S. Goodson against the Defendant, Harriet E. Wilmeth, in the original sum of One Hundred Fifty Thousand Ten and no/100 (\$150,010.00) Dollars, and which was filed on February 20, 2006 as Judgment Roll Number 54,640. **(a copy of which is attached as Exhibit D).**

8. This is an action for the Foreclosure of a Judgment Lien granted in favor of the Estate of Margaret S. Goodson against the Defendant, Harriet E. Wilmeth, and which Judgment Lien attached upon the said Defendant's interest in the above described real estate and which Judgment was "Assigned" by the Estate of Margaret S. Goodson to the Plaintiff by Assignment dated November 18, 2013 and recorded on November 21, 2013 **(a copy of such Assignment is attached as Exhibit E).**

9. Heretofore, on August 27, 2015, a Civil Judgment was issued in favor of the Helen S. Goodson Trust against the Defendant, Harriet E. Wilmeth, in the original sum of \$96,513.15 due to the Defendant, Harriet E. Wilmeth, defaulting in the payment of General Sessions Court Ordered Restitution under General Sessions Court Case Number 09-GS-16-00690 and which was filed on September 2, 2015 as Judgment Roll Number 15-CP-16-0686 **(a copy of which is attached as Exhibit F).**

10. This is an action for the Foreclosure of a Civil Judgment Lien granted in favor of the Estate of Helen S. Goodson Trust against the Defendant, Harriet E. Wilmeth, and which Civil Judgment Lien attached upon the said Defendant's interest in the above described real estate and which Civil Judgment was "Assigned" by the Estate of Helen S. Goodson to the Plaintiff by Assignment dated November 18, 2013 and recorded on November 21, 2013 **(a copy of such Assignment is attached as Exhibit G).**

11. Thereafter, on November 30, 2015, the Clerk of Court issued its Execution of the Judgment originally granted in the favor of the Estate of Helen S. Goodson under Judgment Roll Number 54,639 to the Sheriff of the County and State aforesaid; the Sheriff returned the said Execution marked "Nulla Bona" and which was filed on December 22, 2015.(a copy of which is attached as Exhibit H).

12. Thereafter, on November 30, 2015, the Clerk of Court issued its Execution of the Judgment originally granted in the favor of the Estate of Margaret S. Goodson under Judgment Roll Number 54,640 to the Sheriff of the County and State aforesaid; the Sheriff returned the said Execution marked "Nulla Bona" and which was filed on December 22, 2015.(a copy of which is attached as Exhibit I).

13.. The Defendant, Debra J. Freeman, may claim an interest in the above described real estate by virtue of having been conveyed an undivided one-half (1/2) interest in said premises by virtue of a Deed from Travis L. Dixon, dated March 30, 1984 and recorded on April 3, 1984 in Deed Book 867 at Page 790 (Reference attached Exhibit A).

14. Heretofore, the Defendant, Bank of America, N.A, a National Banking Company which does business in Darlington County, State of South Carolina, was given a Mortgage by the Defendants, Harriet E. Wilmeth and Debra J. Freeman, dated November 18, 2002, in the original sum of \$234,666.00, and said Mortgage was recorded on November 25, 2002 in Mortgage Book 1024 at Page 4218 (a copy of such Mortgage is attached as Exhibit J); said Mortgage reflected an Address of 1301 Gervais St., Columbia, SC 29201 and whose Registered Agent is C T CORPORATION SYSTEM, 2 Office Park Court, Suite 103, Columbia, SC 29221.

15. The following Defendants (hereinafter listed) may claim a lien upon the above described real estate due to the following:

- (a) As to the Defendant, Lumbar Yard, Inc. a South Carolina Corporation, whose address was formerly 454 W. Bobo Newsom Highway, Hartsville, SC 29550: heretofore, on April 20, 2006, a Civil Judgment was issued in favor of Lumber Yard, Inc. against the Defendant, Harriet E. Wilmeth, in the original sum of \$4,310.96 and which Civil Judgment was filed on May 3, 2006 as Judgment Roll Number 54,874. This Judgment of this Defendant, was filed "Pro Se" by Mr. Phil Dixon, who was the owner of this Defendant and whose address is 412 W. Home Ave., Hartsville, SC 29550.

- (b) As to the Defendant, St. Bartholomew's Episcopal Church, a Church located at 103 Campus Drive, Hartsville, SC 29550: heretofore, on May 16, 2006, a Civil Judgment was issued in favor of St. Bartholomew's Episcopal Church against the Defendant, Harriet E. Wilmeth, in the original sum of \$160,027.21 and which Civil Judgment was filed on May 16, 2006 as Judgment Roll Number 54,916. This Judgment of this Defendant, was filed against the Defendant, Harriet E. Wilmeth, by Haynesworth, Sinker, Boyd, Attorneys at Law, P.O. Box 6617, Florence, SC 29502.
- (c) As to the Defendant, Canal Wood, LLC, a South Carolina Limited Liability Company: heretofore, on August 14, 2006, a Civil Judgment was issued in favor of Canal Wood, LLC against the Defendant, Harriet E. Wilmeth, in the original sum of \$154,698.60 and which Civil Judgment was filed on August 21, 2006 as Judgment Roll Number 55,252. This Judgment of this Defendant, was filed against the Defendant, Harriet E. Wilmeth, by Robinson-McFadden, Attorneys at Law, by Attorney Charles H. McDonald, P.O. Box 944, Columbia, SC 29202
- (d) As to the Defendant, Alexander C. West, a resident of Hartsville, Darlington County, South Carolina: heretofore, on September 20, 2006, a Civil Judgment was issued in favor of Alexander C. West against the Defendant, Harriet E. Wilmeth, in the original sum of \$160,000.00 and which Civil Judgment was filed on September 21, 2006 as Judgment Roll Number 55,352. This Judgment of this Defendant, was filed against the Defendant, Harriet E. Wilmeth, by Sweeny, Wingate and Barrow, P.A. by Attorney Martin S. Driggers, Jr., 115 Cargill Way, Suite B, Hartsville, SC 29550.
- (e) As to the Defendant, Alexander C. West, Jr., a resident of Hartsville, Darlington County, South Carolina: heretofore, on September 20, 2006, a Civil Judgment was issued in favor of Alexander C. West, Jr. against the Defendant, Harriet E. Wilmeth, in the original sum of \$60,000.00 and which Civil Judgment was filed on September 21, 2006 as Judgment Roll Number 55,353. This Judgment of the Defendant, was filed against this Defendant, Harriet E. Wilmeth, by Sweeny, Wingate and Barrow, P.A. by Attorney Martin S. Driggers, Jr., 115 Cargill Way, Suite B, Hartsville, SC 29550.

- (f) As to the Defendant, Airport Technologies, LLC, a Limited Liability Company: heretofore, on November 3, 2006, a Civil Judgment was issued in favor of Airport Technologies, LLC against the Defendant, Harriet E. Wilmeth, in the original sum of \$437,556.05 and which Civil Judgment was filed on November 6, 2006 as Judgment Roll Number 55,474. This Judgment of this Defendant, was filed against the Defendant, Harriet E. Wilmeth, by Attorney Theodore von Keller, whose current address is 1640 St. Julian Pl., Columbia, SC 29204.
- (g) As to the Defendant, Mutual Savings Bank, a Financial Institution located at 328 W. Carolina Ave, Hartsville, SC 29550: heretofore, on 11/28/2006, a Civil Judgment was issued in favor of Mutual Savings Bank against the Defendant, Harriet E. Wilmeth, in the original sum of \$277,099.40 and which Civil Judgment was filed on November 28, 2006 as Judgment Roll Number 55,560; also, heretofore, on August 1, 2007, a Civil Judgment was issued in favor Mutual Savings Bank against this Defendant, Harriet E. Wilmeth, in the original sum of \$277,099.40 and which Judgment was filed on August 8, 2007 as Judgment Roll Number 56,378. This Judgment of this Defendant, was filed against the Defendant, Harriet E. Wilmeth by Haynesworth, Sinkler, Boyd, Attorneys at Law, P.O. Box 11889, Columbia, SC 29211.
- (h) As to the Defendant, State of South Carolina Department of Revenue, an Agency of the State of South Carolina: heretofore, on November 1, 2006, a State Tax Lien was issued in favor of State of South Carolina Department of Revenue against the Defendant, Harriet E. Wilmeth, in the original sum of \$3,163.65 and which State Tax Lien was filed on December 11, 2006 as State of South Carolina Tax Lien Number 2006-00001837; the address listed for this Defendant is 300 Outlet Point Blvd., Columbia, SC 29210.
- (i) As to the Defendant, State of South Carolina Department of Revenue, an Agency of the State of South Carolina: heretofore, on November 27, 2006, a State Tax Lien was issued in favor of State of South Carolina Department of Revenue against the Defendant, Harriet E. Wilmeth, in the original sum of \$3,230.85 and which State Tax Lien was filed on January 5, 2007 as State of South Carolina Tax Lien Number 2007-00000127; the address listed for this Defendant is 300 Outlet Point Blvd., Columbia, SC 29210.

- (j) As to the Defendant, United States of America , acting through the Department of Treasury/Internal Revenue Service: heretofore, on March 8, 2007, a Federal Tax Lien was issued in favor of United State of America acting through the Department of Treasury/Internal Revenue Service against the Defendant, Harriet E. Wilmeth, in the original sum of \$90,310.63 and which Federal Tax Lien was filed on March 19, 2007 as Federal Tax Lien Number 2007-00000031.
- (k) As to the Defendant, Ford Motor Credit Company, L.L.C, Limited Liability Company which did business in Darlington County, South Carolina: heretofore, on July 20, 2007, a Civil Judgment was issued in favor of Ford Motor Credit Company, LLC against the Defendant, Harriet E. Wilmeth, in the original sum of \$3,811.69 and which Civil Judgment was filed on July 20, 2007 as Judgment Roll Number 56,338. This Judgment of this Defendant, was filed against the Defendant, Harriet E. Wilmet, by Richardson, Plowden, Carpenter, Robinson, P.A. by Attorney Adam S. Tesh, P.O. Box 7788, Columbia, SC 29202
- (l) As to the Defendant, United States of America , acting through the Department of Treasury/Internal Revenue Service: heretofore, on July 18, 2007, a Federal Tax Lien was issued in favor of United State of America acting through the Department of Treasury/Internal Revenue Service against the Defendant, Harriet E. Wilmeth, in the original sum of \$101,048.53 and which Federal Tax Lien was filed on July 30, 2007 as Federal Tax Lien Number 2007-00000106.
- (m) As to the Defendant, James Gandy, believed to be a resident of Darlington County, South Carolina: heretofore, on September 17, 2007, a Civil Judgment was issued in favor of James Gandy against the Defendant, Harriet E. Wilmeth, in the original sum of \$75,000.00 and which Civil Judgment was filed on September 21, 2007 as Judgment Roll Number 56,555. This Judgment of this Defendant, was filed against the Defendant, Harriet E. Wilmeth, by Attorney William J. Tuck, P.O. Box 933, Darlington, SC 29540.

- (n) As to the Defendant, Estate of Amelia H. Anthony, whose Estate was filed in the Darlington County Probate Court: heretofore, on November 15, 2007, a Civil Judgment was issued in favor of Estate of Amelia H. Anthony against the Defendant, Harriet E. Wilmeth, in the original sum of \$1,691,346.08 and which Civil Judgment was filed on November 15, 2007 as Judgment Roll Number 56,710. This Judgment of this Defendant, was filed against the Defendant, Harriet E. Wilmeth, by Attorney D. Malloy McEachin, Jr., 2117-C West Palmetto Street, Florence, SC 29501.
- (o) As to the Defendant, the Estate of Betty C. Wiggins, formerly a resident of Darlington County, South Carolina: heretofore, on July 3, 2008, a Civil Judgment was issued in favor of Betty C. Wiggins against the Defendant, Harriet E. Wilmeth, in the original sum of \$2,500,000.00 and which Civil Judgment was filed on July 25, 2008 as Judgment Roll Number 2006-CP-16-947. This Judgment of this Defendant, was filed against the Defendant, Harriet E. Wilmeth, by Attorney Vinton D. Lyde, P.O. Box 2189, Lexington, SC 29071
- (p) As to the Defendant, Portfolio Recovery Associ, a Company which did business in Darlington County, South Carolina: heretofore, on December 10, 2008, a Civil Judgment was issued in favor of Portfolio Recovery Associates against the Defendant, Harriet E. Wilmeth, in the original sum of \$19,244.06 and which Civil Judgment was filed on December 11, 2008 as Judgment Roll Number 58,979. This Judgment of this Defendant, was filed against the Defendant, Harriet E. Wilmeth, by The Dillon Law Firm, whose current address is 1130 Hurricane Shoals Rd., Suite 600, Lawrenceville, SC 30044.
- (q) As to the Defendant, South Carolina Department of Probation, Parole, and Pardon Services, an Agency of the State of South Carolina: heretofore, on September 2, 2011 a Civil Judgment was issued in favor of South Carolina Department of Probation, Parole, and Pardon Services against the Defendant, Harriet E. Wilmeth, in the original sum of \$260.60 due to the Defendant, Harriet E. Wilmeth, defaulting in the payment of General Sessions Court Ordered Restitution under General Sessions Court Case Number 09-GS-16-0687 and which Civil Judgment was filed on September 7, 2011 as Judgment Roll Number 2011-CP-16-0679. The address listed for this Defendant is P.O. Box 50666, Columbia, SC 29250.

- (r) As to the Defendant, South Carolina Department of Probation, Parole, and Pardon Services, an Agency of the State of South Carolina: heretofore, on September 2, 2011 a Civil Judgment was issued in favor of South Carolina Department of Probation, Parole, and Pardon Services against the Defendant, Harriet E. Wilmeth, in the original sum of \$1,472.90 due to the Defendant, Harriet E. Wilmeth, defaulting in the payment of General Sessions Court Ordered Restitution under General Sessions Court Case Number 09-GS-16-00005 and which Civil Judgment was filed on September 7, 2011 as Judgment Roll Number 2015-CP-16-925. The address listed for this Defendant is P.O. Box 50666, Columbia, SC 29250.
- (s) As to the Defendant, Norwood C. Bizzell, an Heir of the Estate of Betty C. Bizzell with the Estate records having been filed in the Darlington County Probate Court, and with the address of this Defendant being 1836 East Lindsey Ave., Miamisburg, Ohio 45342: heretofore, on August 27, 2015, a Civil Judgment was issued in favor of Norwood C. Bizzell, against the Defendant, Harriet E. Wilmeth, in the original sum of \$550.89 due to the Defendant, Harriet E. Wilmeth, defaulting in the payment of General Sessions Court Ordered Restitution to Betty C. Bizzell under General Sessions Court Case Number 07-GS-47-00005 and which Civil Judgment was filed on September 2, 2015 as Judgment Roll Number 15-CP-16-0677.
- (t) As to the Defendant, Robert "B.W." Bizzell, an Heir of the Estate of Betty C. Bizzell with the Estate records having been filed in the Darlington County Probate Court, and with the address of this Defendant being 409 Goodson Rd., Hartsville, SC 29550: heretofore, on August 27, 2015, a Civil Judgment was issued in favor of Robert "B.W." Bizzell, against the Defendant, Harriet E. Wilmeth, in the original sum of \$550.89 due to the Defendant, Harriet E. Wilmeth, defaulting in the payment of General Sessions Court Ordered Restitution to Betty C. Bizzell under General Sessions Court Case Number 07-GS-47-00005 and which Civil Judgment was filed on September 2, 2015 as Judgment Roll Number 15-CP-16-678.

- (u) As to the Defendant, William E. Bizzell, an Heir of the Estate of Betty C. Bizzell with the Estate records having been filed in the Darlington County Probate Court, and with the address of this Defendant being 1422 Waxhaw Way, Hartsville, SC 29550: heretofore, on August 27, 2015, a Civil Judgment was issued in favor of William E. Bizzell, against the Defendant, Harriet E. Wilmeth, in the original sum of \$550.89 due to the Defendant, Harriet E. Wilmeth, defaulting in the payment of General Sessions Court Ordered Restitution to Betty C. Bizzell under General Sessions Court Case Number 07-GS-47-00005 and which Civil Judgment was filed on September 2, 2015 as Judgment Roll Number 15-CP-16-679.
- (v) As to the Defendant, Mary Lathan Steele, a resident of Hartsville, SC whose address is 214 E. Richardson Circle, Hartsville, SC 29550: heretofore, on August 27, 2015, a Civil Judgment was issued in favor of Mary Lathan Steele, against the Defendant, Harriet E. Wilmeth, in the original sum of \$1,673.40 due to the Defendant, Harriet E. Wilmeth, defaulting in the payment of General Sessions Court Ordered Restitution under General Sessions Court Case Number 07-GS-47-00005 and which Civil Judgment was filed on September 2, 2015 as Judgment Roll Number 15-CP-16-680.
- (w) As to the Defendant, South Carolina Department of Probation, Parole, and Pardon Services, an Agency of the State of South Carolina: heretofore, on August 27, 2015 a Civil Judgment was issued in favor of South Carolina Department of Probation, Parole, and Pardon Services against the Defendant, Harriet E. Wilmeth, in the original sum of \$330.70 due to the Defendant, Harriet E. Wilmeth, defaulting in the payment of General Sessions Court Ordered Restitution under General Sessions Court Case Number 07-GS-47-00005 and which Civil Judgment was filed on September 2, 2015 as Judgment Roll Number 2015-CP-16-681. The address listed for this Defendant is P.O. Box 50666, Columbia, SC 29250.

- (x) As to the Defendant, South Carolina Department of Probation, Parole, and Pardon Services, an Agency of the State of South Carolina: heretofore, on August 27, 2015 a Civil Judgment was issued in favor of South Carolina Department of Probation, Parole, and Pardon Services against the Defendant, Harriet E. Wilmeth, in the original sum of \$330.70 due to the Defendant, Harriet E. Wilmeth, defaulting in the payment of General Sessions Court Ordered Restitution under General Sessions Court Case Number 07-GS-47-00005 and which Civil Judgment was filed on September 2, 2015 as Judgment Roll Number 2015-CP-16-682. The address listed for this Defendant is P.O. Box 50666, Columbia, SC 29250.
- (y) As to the Defendant, South Carolina Department of Probation, Parole, and Pardon Services, an Agency of the State of South Carolina: heretofore, on August 27, 2015 a Civil Judgment was issued in favor of South Carolina Department of Probation, Parole, and Pardon Services against the Defendant, Harriet E. Wilmeth, in the original sum of \$334.84 due to the Defendant, Harriet E. Wilmeth, defaulting in the payment of General Sessions Court Ordered Restitution under General Sessions Court Case Number 07-GS-47-00005 and which Civil Judgment was filed on September 2, 2015 as Judgment Roll Number 2015-CP-16-683. The address listed for this Defendant is P.O. Box 50666, Columbia, SC 29250.
- (z) As to the Defendant, Vicki Eaddy, a resident of Hartsville, SC whose address is 621 Lyndale Dr., Hartsville, SC 29550: heretofore, on August 27, 2015, a Civil Judgment was issued in favor of Vicki Eaddy, against the Defendant, Harriet E. Wilmeth, in the original sum of \$1,652.67 due to the Defendant, Harriet E. Wilmeth, defaulting in the payment of General Sessions Court Ordered Restitution under General Sessions Court Case Number 07-GS-47-00005 and which Civil Judgment was filed on September 2, 2015 as Judgment Roll Number 15-CP-16-684.

- (aa) As to the Defendant, South Carolina Department of Probation, Parole, and Pardon Services, an Agency of the State of South Carolina: heretofore, on August 27, 2015 a Civil Judgment was issued in favor of South Carolina Department of Probation, Parole, and Pardon Services against the Defendant, Harriet E. Wilmeth, in the original sum of \$19,302.79 due to the Defendant, Harriet E. Wilmeth, defaulting in the payment of General Sessions Court Ordered Restitution under General Sessions Court Case Number 09-GS-16-00690 and which Civil Judgment was filed on September 2, 2015 as Judgment Roll Number 2015-CP-16-685. The address listed for this Defendant is P.O. Box 50666, Columbia, SC 29250.
- (bb) As to the Defendant, South Carolina Department of Probation, Parole, and Pardon Services, an Agency of the State of South Carolina: heretofore, on August 27, 2015 a Civil Judgment was issued in favor of South Carolina Department of Probation, Parole, and Pardon Services against the Defendant, Harriet E. Wilmeth, in the original sum of \$16,901.65 due to the Defendant, Harriet E. Wilmeth, defaulting in the payment of General Sessions Court Ordered Restitution under General Sessions Court Case Number 09-GS-16-0687 and which Civil Judgment was filed on September 2, 2015 as Judgment Roll Number 2015-CP-16-687. The address listed for this Defendant is P.O. Box 50666, Columbia, SC 29250.
- (cc) As to the Defendant, St. Bartholomew's Episcopal Church, a Church located at 103 Campus Drive, Hartsville, SC 29550: heretofore, on August 27, 2015, a Civil Judgment was issued in favor of St. Bartholomew's Episcopal Church against the Defendant, Harriet E. Wilmeth, in the original sum of \$84,507.43 due to the Defendant, Harriet E. Wilmeth, defaulting in the payment of General Sessions Court Ordered Restitution under General Sessions Court Case Number 09-GS-16-0687 and which Civil Judgment was filed on September 2, 2015 as Judgment Roll Number 15-CP-16-688.

16. Any Defendant(s) described hereinabove as Lien Creditors/Judgment Creditors have by filing Liens/Judgments designated the Attorney(s) entering the Liens/Judgments as their Agent for Service of Process pursuant to the provisions of Section 15-35-840 of the South Carolina Code of Laws (1976 as Amended).

17. South Carolina Code of Laws §34-31-20(B) now reads:

“(B) A money decree or judgment of a court enrolled or entered must draw interest according to law. The legal rate of interest is equal to the prime rate as listed in the first edition of the Wall Street Journal published for each calendar year for which the damages are awarded, plus four percentage points, compounded annually. The South Carolina Supreme Court shall issue an order by January 15 of each year confirming the annual prime rate. This section applies to all judgments entered on or before July 1, 2005. For judgments entered between July 1, 2005 and January 14, 2006, the legal rate of interest shall be the first prime rate published in the first edition of the Wall Street Journal after January 1, 2005, plus four percentage points.”

18. The Supreme Court of South Carolina issued Orders on January 4, 2006, January 11, 2007, January 4, 2008, January 5, 2009, January 4, 2010, January 6, 2011, January 4, 2012, January 3, 2013, January 3, 2014 and January 2, 2015 setting the annual prime rate of legal interest each year on the above referenced Judgments against the Defendant, Harriet E. Wilmeth.

19. The amount due to the Plaintiff from the Defendant, Harriet E. Wilmeth, as of December 1, 2015, in connection with the Estate of Helen S. Goodson Judgment Roll Number 54,639 is the sum of \$317,970.97, together with the above referenced annual accrued legal interest.

20. The amount due to the Plaintiff from the Defendant, Harriet E. Wilmeth, as of December 1, 2015, in connection with the Estate of Margaret S. Goodson Judgment Roll Number 54,640 is the sum of \$150,010.00, together with the above referenced annual accrued legal interest.

21. The amount due to the Plaintiff from the Defendant, Harriet E. Wilmeth, as of December 1, 2015, in connection with the Helen S. Goodson Trust Judgment Roll Number 2015-CP-16-0686 is the sum of \$96,513.15, together with the above referenced annual accrued legal interest.

22. The Plaintiff is informed and believes that the Defendant, Harriet E. Wilmeth, owns an undivided one-half (1/2) interest in the subject real estate by virtue of the Deed attached as Exhibit A.

23. As alleged above, when filed, the Judgments granted in favor of the Estate of Helen S. Goodson and the Estate of Margaret S. Goodson (which are now owned by the Plaintiff) constituted Liens against the one-half (1/2) interest owned by the Defendant, Harriet E. Wilmeth, in the subject real estate.

24. The Plaintiff is informed and believes that the Court should foreclose the aforesaid Judgment Liens now held by the Plaintiff against the Defendant, Harriet E. Wilmeth, and that the Defendant's, Harriet E. Wilmeth's, aforesaid one-half (1/2) undivided interest in the subject real estate be sold under the direction of this Court, with the proceeds from such sale being applied (subject to Liens of any Senior Encumbrances) towards the aforesaid Judgment Liens now held by the Plaintiff against the Defendant, Harriet E. Wilmeth, with any remaining moneys being held pursuant to further Order of the Court.

WHEREFORE, the Plaintiff prays that:

1. The Court determine the ownership interest of the Defendant, Harriet E. Wilmeth, in the subject real estate.
2. The Court determine the amount due to the Plaintiff on the Plaintiff's aforesaid Judgment Liens against the Defendant, Harriet E. Wilmeth.
3. The Court determine the priority of any other Liens against the interest of the Defendant, Harriet E. Wilmeth, in the subject real estate.
4. The aforesaid Judgment Liens now held by the Plaintiff be foreclosed, the equity of redemption barred, and the interest of the Defendant, Harriet E. Wilmeth, in the subject real estate be sold under the direction of this Court.
5. The proceeds of sale to be applied as follows:
 - (a) First, to the Plaintiff's costs, disbursements, and expenses of such action and,
 - (b) Secondly, to the payment and discharge of the Liens against the Defendant's, Harriet E. Wilmeth's, interest in the subject real estate in their order of priority, including the aforesaid Judgment Liens now held by the Plaintiff; and
 - (c) Thirdly, the surplus, if and, be held subject to the further Order of this Court.
6. The Defendant(s) and every person whose conveyance or encumbrance is recorded subsequent to the filing of the Notice of Lis Pendens be barred and foreclosed of all rights, claims, liens, and equity of redemption in the subject real estate.

7. For such other and further relief as this Court deems just and proper.

Hartsville, South Carolina

22nd day of December, 2015

Stanton Law Firm



By: J. Alex Stanton, IV
Attorney for the Plaintiff
Post Office Drawer 70
Hartsville, SC 29551
(843) 332-5171

STATE OF SOUTH CAROLINA

COUNTY OF DARLLINGTON

Thomas E. Goodson, as Trustee of the Residuary
Beneficiaries Trust of the Estate of Margaret S.
Goodson and the Estate of Helen S. Goodson,

Plaintiff(s)

vs.

Harriet E. Wilmeth, Debra J. Freeman, et al

Defendant(s)

Submitted By: J. Alex Stanton

Address: P.O. Box 70

Hartsville, SC 29551

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

15CP160950

2015-CP - 16- _____

SC Bar #: 5306

Telephone #: 843-332-5171

Fax #: 843-383-4887

Other:

E-mail: stanjon@bellsouth.net

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

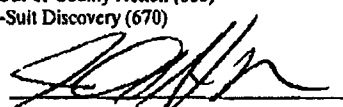
DOCKETING INFORMATION (Check all that apply)

*If Action Is Judgment/Settlement do not complete

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

NATURE OF ACTION (Check One Box Below)

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

Submitting Party Signature: 

Date: December 22, 2015

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

FOR MANDATED ADR COUNTIES ONLY

Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Cherokee, Clarendon, Colleton, Darlington, Dorchester, Florence, Georgetown, Greenville, Hampton, Horry, Jasper, Kershaw, Lee, Lexington, Marion, Oconee, Orangeburg, Pickens, Richland, Spartanburg, Sumter, Union, Williamsburg, and York

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

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

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

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

Exhibit A

FILED

2015 DEC 22 PM 3:09

SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

The State of South Carolina,

APR 7 10 00 AM '84

COUNTY OF DARLINGTON

(DARLINGTON COUNTY)
MARVIN J. LANGE, CLERK
BOOK 869 p. 790

790

KNOW ALL MEN BY THESE PRESENTS, THAT

I, TRAVIS L. DIXON, of Darlington County,

in the State aforesaid, for and in consideration of the sum of TEN THOUSAND AND NO/100
Dollars,
(\$10,000.00) to me in hand paid at and before the sealing of these presents by

HARRIET E. WILMETH AND DEBRA J. FREEMAN, of Darlington County,
600 West College Avenue, Hartsville, South Carolina, 29550,

THIS PROPERTY DESIGNATED ON RECORD AS
DIST. 32-2, MAP 036, SECT. 01, PARCEL 037
OLD PARCEL # 157018-1 D.O.D. 3-20-84
ALFRED V. BROWN, ASSESSOR, COUNTY OF DARLINGTON

in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and
by these presents do grant, bargain, sell and release unto said Harriet E. Wilmeth and Debra J. Freeman, for and during their joint lives, and after the death of
either of them, to the survivor of them, his or her heirs and assigns,
together with every contingent remainder and right of reversion:

All that certain piece, parcel or lot of land situate, lying and
being near to and West or Southwest of the City of Hartsville, in
Darlington County, State of South Carolina, designated as Lot No.
One (1) on plat of Subdivision of property situated near the City
of Hartsville prepared for P. L. McCall, Sr., by J. E. Tucker, Jr.,
Registered Land Surveyor, dated February 10, 1977, as revised April
22, 1977, and recorded in the office of the Clerk of Court for
Darlington County in Plat Book 73 at Page 237; the said lot being
slightly irregular in shape, and being bounded and measuring, according
to said plat, as follows:

NORTH: By 50-foot street indicated on said plat, a distance of 135
feet;
EAST: By Lot No. 2 on said plat, a distance of 230.3 feet;
SOUTH: By 15-foot utility alley indicated on said plat, a distance
of 133.2 feet; and
WEST: By lands now or formerly of C. K. Dunlap, a distance of 227.2
feet.

PROVIDED, HOWEVER, that this conveyance is made subject to the pro-
tective covenants, limitations and restrictions set forth in the
instrument executed by the aforesaid P. L. McCall, Sr., and dated
May 17, 1977.

Being the same premises conveyed unto the Grantor herein by deed of
The Baptist Foundation of South Carolina, Inc., recorded in the office
of the Clerk of Court for Darlington County in Book 772 at Page 566.

Together with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said
Harriet E. Wilmeth and Debra J. Freeman, for and during their joint
lives, and after the death of either of them, to the survivor of them,
his or her

Heirs and Assigns forever,
 and I do hereby bind myself and my Heirs, Executors and Administrators, to
 warrant and forever defend all and singular the said Premises unto the said Harriet E. Wilmeth and
Debra J. Freeman, for and during their joint lives, and after the
death of either of them, to the survivor of them, his or her

Heirs and Assigns, against myself and my Heirs and any person or
 persons whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS my Hand and Seal this 30th day of March
 in the year of our Lord one thousand nine hundred and eighty-four

Signed, Sealed and Delivered
 in the Presence of

Barbara K. Lee
Har E. D. Ford

Travis L. Dixon (SEAL)
 TRAVIS L. DIXON (SEAL)

THE STATE OF SOUTH CAROLINA,
DARLINGTON }
County.

AFFIDAVIT OR PROBATE

PERSONALLY APPEARED before me Barbara K. Lee
(Insert Name of Subscribing Witness Sworn)

and made oath that she saw the within named TRAVIS L. DIXON
(He or She) (Insert Name of Grantor)

sign, seal, and as his Act and Deed, deliver the within written Deed;
(His, Her or Their)

and that she Harris E. DeLoach, Jr.,
(He or She) (Insert Name of Other Witness)

witnessed the execution thereof.

SWORN TO before me this 30th
day of March, 19 84

(SEAL) [Signature]
(Signature of Officer)

Barbara K. Lee
(Signature of Witness Sworn)

Notary Public for South Carolina
(Official Title) 8-6-92
My Commission Expires:

THE STATE OF SOUTH CAROLINA,
DARLINGTON }
County.

RENUNCIATION OF DOWER

I, the subscribing officer, do hereby certify unto all whom it may concern that Mrs.
PEGGY O. DIXON

(Insert Name of Wife, Using Given Name)

the wife of the within named TRAVIS L. DIXON
(Insert Name of Grantor)

did this day appear before me, and, upon being privately and separately examined by me, did declare that she does
freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release
and forever relinquish unto the within named Harriet E. Wilmeth and Debra J. Freeman, for
and during their joint lives, and after the death of either of them,
to the survivor of them, his or her
(Insert Name of Grantee)

Heirs and Assigns, all her interest and estate, and also all her right and claim of dower of, in or to all and singular
the premises within mentioned and released.

GIVEN under my Hand and Seal, this 30th day of March, 19 84
(SEAL) Barbara K. Lee Peggy O. Dixon
(Signature of Officer) (Wife Sign Here)

Notary Public for South Carolina
(Official Title)
My Commission Expires: 10-21-84

IMPORTANT: If the deed is to be executed outside of South Carolina, the Grantor or Grantors must sign in presence of two (2) witnesses; both witnesses must sign; then one witness must go before a Notary Public who has a seal, or before the Clerk of a Court of record, and make and sign the affidavit or probate, the blank for which follows the deed; then the officer must sign and seal the Jurat.

In the Renunciation of Dower, the wife's name (not the husband's) must be inserted in the blank, and she must sign her own name—as Mary Smith, not Mrs. John Smith; then the officer must sign and seal the certificate. If taken outside of South Carolina, it must be by a Notary or Clerk of Court of record, with use of an Impress seal.

If these directions be not strictly and literally followed, the deed will be valueless and cannot be recorded in South Carolina.

For deeds executed within the State, all these directions apply except that other officers can act and the Impress seal is not essential.

Exhibit B

FILED

2015 DEC 22 PM 3:03

SCOTT B. SUGGS
CLERK OF COURT
DARLINGTON COUNTY, S.C.

STATE OF SOUTH CAROLINA)
COUNTY OF DARLINGTON)
ESTATE OF HELEN S. GOODSON,)
PLAINTIFF)
VS.)
HARRIET E. WILMETH,)
DEFENDANT)

TRUE CERTIFIED COPY,
Scott B. Suggs
CLERK OF COURT/RMC
DARLINGTON COUNTY, SC

TRANSCRIPT OF JUDGEMENT
FROM DARLINGTON COUNTY PROBATE COURT

Dated February 03, 2006
Filed February 03, 2006

Party or Parties in Whose Favor Rendered:

Estate of Helen S. Goodson

Attorney of Record for Thomas E.
Goodson, Robert H. Goodson, Jr.,
Anne Owings, Lynne E. Dudley,
Barbara Ann G. Wideman, Jacqueline
G. Burgess (Moore), Helen Carol
Watkins Thompson, and Robert H.
Goodson, III:

J. Alex Stanton, IV
P.O. Box 70
Hartsville, SC 29551

Party or Parties Against Whom Rendered:

Harriet E. Wilmieth
1309 Quail Meadow Lane
Hartsville, SC 29550

Attorney of Record:

Pro Se

Amount of Judgement Rendered:

(See attached Probate Court Order dated
2/03/06 for the following amounts:)

\$317,960.97

1. \$ 14,503.30
2. \$ 8,468.00
3. \$ 96.23
4. \$ 101.44
5. \$ 85,000.00
6. \$150,000.00
7. \$ 10,000.00
8. \$ 49,792.00
\$317,960.97 Total

Cost of New Entry of Judgement

\$ 10.00

TOTAL AMOUNT OF JUDGEMENT

\$317,970.97

(Plus Legal Interest From 2/03/06 –the
date of the Probate Court Order)

=====TRUE CERTIFIED COPY

Scott B. Suggs

2006 FEB 20 PM 1:35
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

FILED

TRUE CERTIFIED COPY,

Scott B. Suggs

CLERK OF COURT/RMC
DARLINGTON COUNTY, SC

I hereby certify that the foregoing is a true and correct Transcript from
the Judgement rendered by the Probate Court dated February 03, 2006.

Dated this 20 day of February, 2006

Marvin J. Lawson
Honorable Marvin J. Lawson
Probate Judge for Darlington County

I, the Clerk of Court for Darlington County, South Carolina, certify that the
above Transcript of Judgement (with attached Probate Court Order, dated
February 03, 2006) has been duly filed in the records of the Clerk of Court
for Darlington County on this 20 day of February, 2006, and indexed as
Judgement Roll # 54639.

2006 FEB 20 PM 1:35
SCOTT B. SUGGS
CLERK OF COURT/RMC
DARLINGTON COUNTY, SC

FILED

Scott B. Suggs

Scott B. Suggs
Clerk of Court for Darlington County

TRUE CERTIFIED COPY
Scott B. Suggs

Exhibit C

FILED

2015 DEC 22 PM 3:09

SCOTT B. SUGGS
CLERK OF COURT
DARLINGTON COUNTY, S.C.

STATE OF SOUTH CAROLINA)
)
COUNTY OF DARLINGTON)

ASSIGNMENT

The Estate of Helen S. Goodson (hereinafter referred to as Assignor) hereby sells, assigns, sets over, and conveys unto the Residuary Beneficiaries Trust of the Estate of Margaret S. Goodson and the Estate of Helen S. Goodson (hereinafter referred to as Assignee) all of its interest in and to the following:

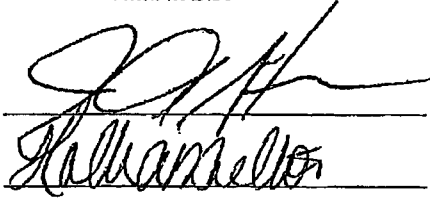
- (a) That certain Judgment granted in favor of the Assignor against Harriet E. Wilmeth in the sum of \$317,970.97, dated February 3, 2006 and recorded on February 20, 2006 in the office of the Clerk of Court for Darlington County as Judgment Roll Number 54,639.

The Address of the Assignee is as follows:

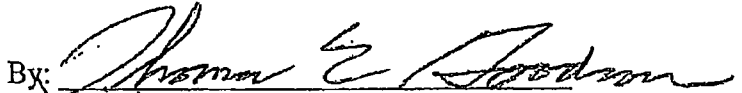
Residuary Beneficiaries Trust of the Estate
of Margaret S. Goodson and The Estate
of Helen S. Goodson
c/o Thomas E. Goodson, Trustee
P.O. Box 98
Hartsville, SC 29551

Dated this 18th day of November, 2013.

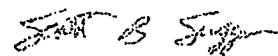
WITNESS:



The Estate of Helen S. Goodson

Bx: 
Thomas E. Goodson,
Second Successor Personal Representative

TRUE CERTIFIED COPY,

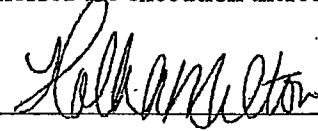

CLERK OF COURT/RMC
DARLINGTON COUNTY, SC

2013 NOV 21 PM 2:19
SCOTT B. SUGES
CLERK OF COURT/R.D.D.
DARLINGTON COUNTY, S.C.

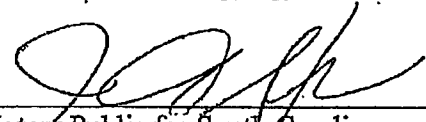
FILED

STATE OF SOUTH CAROLINA,)
) PROBATE
COUNTY OF DARLINGTON.)

PERSONALLY APPEARED before me the undersigned and made oath that he saw the within-named, Thomas E. Goodson as Second Successor Personal Representative of the Estate of Helen S. Goodson, sign, seal, and their act and deed, deliver the within-written Assignment; and that he/she with the other witness witnessed the execution thereof.



SWORN TO before me this 18th
day of November, 2013.


Notary Public for South Carolina
My Commission Expires: 2/14/15

FILED
2013 NOV 21 PM 2:19
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

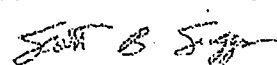
TRUE CERTIFIED COPY,

CLERK OF COURT/RMC
DARLINGTON COUNTY, SC

Exhibit D

FILED

2015 DEC 22 PM 3:09

SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

TRUE CERTIFIED COPY,

Scott B. Suggs
CLERK OF COURT/RMC
DARLINGTON COUNTY, SC

STATE OF SOUTH CAROLINA)

COUNTY OF DARLINGTON)

ESTATE OF MARGARET S. GOODSON,)

PLAINTIFF)

VS.)

HARRIET E. WILMETH,)

DEFENDANT)

TRANSCRIPT OF JUDGEMENT

FROM DARLINGTON COUNTY PROBATE COURT

Dated February 03, 2006

Filed February 03, 2006

Party or Parties in Whose Favor Rendered:

Estate of Margaret S. Goodson

Attorney of Record for Thomas E. Goodson, Robert H. Goodson, Jr., Anne Owings, Lynne E. Dudley, Barbara Ann G. Wideman, Jacqueline G. Burgess (Moore), Helen Carol Watkins Thompson, and Robert H. Goodson, III:

J. Alex Stanton, IV
P.O. Box 70
Hartsville, SC 29551

Party or Parties Against Whom Rendered:

Harriet E. Wilmeth
1309 Quail Meadow Lane
Hartsville, SC 29550

Attorneys of Record:

Pro Se

Amount of Judgement Rendered:

\$150,000.00

(See attached Probate Court Order dated 2/03/06 for the following amounts:)

1. \$ 125,000.00
2. \$ 25,000.00
- \$ 150,000.00 Total

Cost of New Entry of Judgement

\$ 10.00

TOTAL AMOUNT OF JUDGEMENT

\$150,010.00

(Plus Legal Interest From 2/03/06 -the date of the Probate Court Order)

=====

FILED

2006 FEB 20 PM 1:36

SCOTT B. SUGGS
CLERK OF COURT/R.M.C.
DARLINGTON COUNTY, S.C.

TRUE CERTIFIED COPY,

Scott B. Suggs
CLERK OF COURT/RMC
DARLINGTON COUNTY, SC

I hereby certify that the foregoing is a true and correct Transcript from
the Judgement rendered by the Probate Court dated February 03, 2006.

Dated this 20 day of February, 2006

Marvin I. Lawson
Honorable Marvin I. Lawson
Probate Judge for Darlington County

I, the Clerk of Court for Darlington County, South Carolina, certify that the
above Transcript of Judgement (with attached Probate Court Order, dated
February 03, 2006) has been duly filed in the records of the Clerk of Court
for Darlington County on this 20 day of February, 2006, and indexed as
Judgement Roll # 54640.

2006 FEB 20 PM 1:11
SCOTT B. SUGGS
CLERK OF COURT/RMC
DARLINGTON COUNTY, SC

FILED

Scott B. Suggs

Scott B. Suggs
Clerk of Court for Darlington County

TRUE CERTIFIED COPY,

Scott B. Suggs

Exhibit E

FILED

2015 DEC 22 PM 3:09

SCOTT B. SUGGS
CLERK OF COURT
DARLINGTON COUNTY, S.C.

STATE OF SOUTH CAROLINA)
)
COUNTY OF DARLINGTON)

ASSIGNMENT

The Estate of Margaret S. Goodson (hereinafter referred to as Assignor) hereby sells, assigns, sets over, and conveys unto the Residuary Beneficiaries Trust of the Estate of Margaret S. Goodson and the Estate of Helen S. Goodson (hereinafter referred to as Assignee) all of its interest in and to the following:

- (a) That certain Judgment granted in favor of the Assignor against Harriet E. Wilmeth in the sum of \$150,010.00, dated February 3, 2006 and recorded on February 20, 2006 in the office of the Clerk of Court for Darlington County as Judgment Roll Number 54,640.

The Address of the Assignee is as follows:

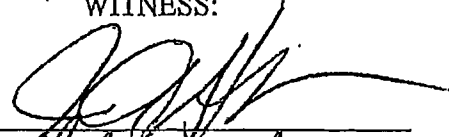
Residuary Beneficiaries Trust of the Estate
of Margaret S. Goodson and The Estate
of Helen S. Goodson
c/o Thomas E. Goodson, Trustee.
P.O. Box 98
Hartsville, SC 29551

2013 NOV 21 PM 2:22
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

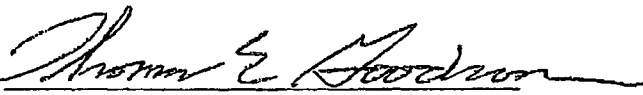
FILED

Dated this 18 day of November, 2013.

WITNESS:




The Estate of Margaret S. Goodson

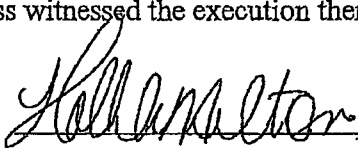
By: 
Thomas E. Goodson,
Second Successor Personal Representative

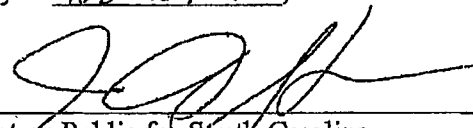
TRUE CERTIFIED COPY, 7


CLERK OF COURT/RMC
DARLINGTON COUNTY, SC

STATE OF SOUTH CAROLINA,)
)
COUNTY OF DARLINGTON.) PROBATE

PERSONALLY APPEARED before me the undersigned and made oath that he saw the within-named, Thomas E. Goodson as Second Successor Personal Representative of the Estate of Margaret S. Goodson, sign, seal, and their act and deed, deliver the within-written Assignment; and that he/she with the other witness witnessed the execution thereof.

✓ 
SWORN TO before me this 18th
day of November, 2013.


Notary Public for South Carolina
My Commission Expires: 2/14/15

2013 NOV 21 PM 2:22
SCOTT B. SUGGS
CLERK OF COURT/R.O.
DARLINGTON COUNTY, S.C.

FILED

TRUE CERTIFIED COPY, 7

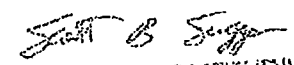

CLERK OF COURT/RMC
DARLINGTON COUNTY, SC

Exhibit F

FILED

2015 DEC 22 PM 3:09

SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

STATE OF SOUTH CAROLINA

COUNTY OF

Darlington

STATE
V.

DEFENDANT

Harnett E Wilmeth

Hearing Date
8/21/15

IN THE COURT OF GENERAL SESSIONS

NO. 09-GS-16-00690

15CP160686

CIVIL JUDGMENT

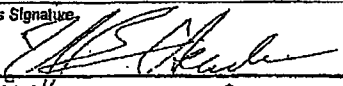
SSN 444-44-2894
DOB: 10-12-58

This matter came before me on the above mentioned date, pursuant to a motion to require the defendant to show cause why the defendant's default in paying ~~fine and~~ restitution (strike inapplicable) should not be treated as a civil judgment and a judgment lien attached. After hearing the evidence, I find that no cause was shown why judgment should not be entered for the unpaid balance of ~~fine and~~ restitution (strike inapplicable). I find the unpaid balance of the ~~fine and~~ restitution (Strike inapplicable) due and the payee to be as stated below.

It is therefore ordered adjudged and decreed that the payee, shall have judgment against the defendant in the sum stated below. It is further ordered that the clerk of court enter this judgment in the civil judgment records of the court. All of which is ordered pursuant to S. C. Code Ann. 17-25-323.

Payee's Name SCPPRS		
Payee's Address Helen S. Goodson Trust		
Street PO Box 50666		
City Columbia, SC	State SC	Zip 29250

The Defendant is ordered to pay to the Payee the sum of \$ 96,513.15 ✓

Presiding Judge's Signature 	Date 8-27-15
Judge's Name Printed Roger E. Henderson	Darlington s.c.

Form 1126 (Stock)

Copy Distribution-Original-Clerk of Court; 2nd ply-County File; 3rd ply-Defendant; 4th ply-Judgment Creditor

Exhibit G

FILED

2015 DEC 22 PM 3:10

SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

STATE OF SOUTH CAROLINA)
)
COUNTY OF DARLINGTON)

ASSIGNMENT

The Estate of Helen S. Goodson (hereinafter referred to as **Assignor**) hereby sells, assigns, sets over, and conveys unto the Residuary Beneficiaries Trust of the Estate of Margaret S. Goodson and the Estate of Helen S. Goodson (hereinafter referred to as **Assignee**) all of its interest in and to the following:

- (a) That certain "Court Ordered Restitution" owed to the Estate of Helen S. Goodson by Harriet E. Wilmeth as the result of her Guilty Plea to Indictment Case Number 09-GS-16-690 on June 12, 2009 and which Restitution is being handled by the Darlington County Probation Office.

(A copy of the Guilty Plea Document, the General Sessions Docket Report, and the Indictment is attached).

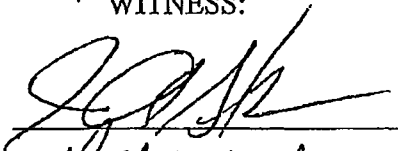
The Address of the Assignee is as follows:

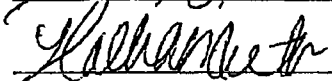
Residuary Beneficiaries Trust of the Estate
of Margaret S. Goodson and The Estate
of Helen S. Goodson
c/o Thomas E. Goodson, Trustee
P.O. Box 98
Hartsville, SC 29551

FILED
2013 NOV 21 PM 2:24
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY S.C.

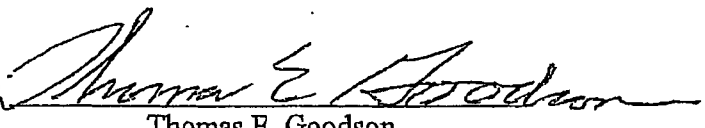
Dated this 18th day of November, 2013.

WITNESS:





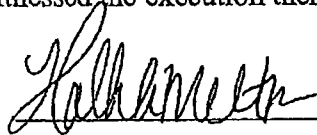
The Estate of Helen S. Goodson

By: 

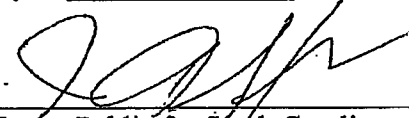
Thomas E. Goodson,
Second Successor Personal Representative

STATE OF SOUTH CAROLINA,)
)
COUNTY OF DARLINGTON.) PROBATE

PERSONALLY APPEARED before me the undersigned and made oath that he saw the within-named, Thomas E. Goodson as Second Successor Personal Representative of the Estate of Helen S. Goodson, sign, seal, and their act and deed, deliver the within-written Assignment; and that he/she with the other witness witnessed the execution thereof.



SWORN TO before me this 13th
day of November, 2013.



Notary Public for South Carolina
My Commission Expires: 2/14/15

FILED
2013 NOV 21 PM 2:24
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

STATE OF SOUTH CAROLINA

IN THE COURT OF GENERAL SESSIONS

COUNTY OF DARLINGTON

STATE VS.

INDICTMENT/CASE#: 09-GS-16-690

Harriet E. Wilmer

AW#: DIA - WANE

AKA:

Date of Offense: 4/1/03 - 3/18/06

Race: W Sex: F Age: 51

S.C. Code §: 16-13-230(A)

DOB: 10/12/58 SS#: 277-82-2894

ODR Code#: 0421

Address: 1369 GUTHRIE MEMORIAL LANE

City, State, Zip: HARTSVILLE SC 29550

DL#: SID#

SENTENCE SHEET

In disposition of the said indictment comes now the Defendant who was ☐ CONVICTED OF or ☒ PLEADS

TO: BREACH OF TRUST (>\$5000) in violation of § 16-13-230(A) of

the S.C. Code of Laws, bearing ODR Code # 0421

☒ NON-VIOLENT ☐ VIOLENT ☐ SERIOUS ☐ MOST SERIOUS ☐ Mandatory GPS (CSC w/minor 1st or Lewd Act) ☐ \$17-25-45The charge is: ☒ As Indicted, ☐ Lesser Included Offense, ☒ Defendant Waives Presentment to Grand Jury. (Defendant initial)The plea is: ☒ Without Negotiations or Recommendation, ☐ Negotiated Sentence, ☐ Recommendation by the State.

ATTEST

Solicitor

Defendant

Attorney for Defendant

WHEREFORE, the Defendant is committed to the ☒ State Department of Corrections, ☐ County Detention Center, for a determinate term of ☐ days/months/years or ☐ under the Youthful Offender Act not to exceed years and/or to pay fine of \$, provided that upon the service of 30 days/months/years and/or payment of \$, plus costs and assessments as applicable, the balance is suspended with probation for 3 months/years and subject to South Carolina

Department of Probation, Parole and Pardon Services standard conditions of probation, which are incorporated by reference.

☒ CONCURRENT or ☐ CONSECUTIVE to sentence on: 6-13-09☐ The Defendant is to be given credit for time served pursuant to S.C. Code §24-13-40 to be calculated and applied by the State Department of Corrections.☐ The Defendant is to be placed on Central Registry of Child Abuse and Neglect pursuant to S.C. Code §17-25-135.

SPECIAL CONDITIONS:

☒ RESTITUTION ☐ Heard ☐ Waived ☐ Ordered

Total: \$ 100,000 plus 20% fee \$

Payment Terms:

☒ set by SCDPPPS

Recipient:

PTUP

days/hours Public Service Employment

Obtain GED

Attend Voc. Rehab. or Job Corp.

May serve W/E beginning

Substance Abuse Counseling

Random Drug/Alcohol Testing

Fine may be pd. in equal, consecutive weekly/monthly

pmts. of \$ Beginning

\$ paid to Public Defender Fund

Other:

Fine:	\$
\$14-1-206 (Assessments 107.5%)	\$
\$14-1-211(A)(1) (Conv. Surcharge)	\$100
\$14-1-211(A)(2) (DUI Surcharge)	\$100
\$56-5-2995 (DUI Assessment)	\$12
\$35.13 (Public Def/Prob)	\$500
\$73.3, 1B TP (Law Enforce. Funding)	\$25
\$33.7, 1B TP (Drug Court Surcharge)	\$100
\$50-21-114(BUI Breath Test Fee)	\$50
\$56-5-2942(J) (Vehicle Assessment)	\$40/ea
3% to County (if paid in installments)	300

Clerk of Court/Deputy Clerk

PRESIDING JUDGE

Judge Code

Sentence Date

Court Reporter: Pamela Carter

White--Clerk

Green--Jail

Canary--SCDPPPS

Pink--Solicitor

Gold--Defendant

SCCA/217(9/2006)

CLERK OF COURT/RMC

GENERAL SESSIONS DOCKET REPORT FOR DARLINGTON COUNTY

REPORT RUN DATE - 07/16/2009

INDICTMENT NUMBER: 2009GS1600690

DEFENDANT NAME: WILMETH, HARRIETT

AKA:

ADDRESS:1309 QUAIL MEADOW LANE CITY:HARTSVILLE STATE:SC ZIP 29550

SOCIAL SECURITY NUMBER:247-82-2896 SEX:2 FEMALE RACE:1 WHITE

DATE OF BIRTH:10/12/1958 DRIVERS LICENSE STATE / NO.:SC / 999999999999999999

MARITAL STATUS:

WARRANT OR TICKET NUMBER: COUNTS:01 OFFENSE CODE:0421

NO WARRANT? 1 NAME OF OFFENSE:BREACH / BREACH

DATE OF ARREST:00/00/0000 DATE RECD BY CLERK:06/12/2009

SUMMARY JUDGE:

JP DATE:06/12/2009 DISP TYPE:1 GUILTY PLEA

DISP TYPE EXPLANATION:

JUDGE CODE/NAME:141 RUSSO, THOMAS A

COURT REPORTER:PAMELA CARTEE

CONVICTION: CTS:01 OFFENSE:0421 BREACH / BREACH

SENTENCE:

7YRS SUSP 30MOS & 5YRS PROB CONCURR PTUP REST 100K HELEN GOODSON ESTAT

E

DEFENSE ATTORNEY:

PROSECUTING ATTORNEY:ATTY GENERAL

TRUE CERTIFIED COPY

W. A. J.

CLERK OF COURT/CLC

DARLINGTON COUNTY, SC

STATE OF SOUTH CAROLINA)
COUNTY OF DARLINGTON)

IN THE COURT OF GENERAL SESSIONS

INDICTMENT

At a Court of General Sessions, convened on _____, the Grand Jurors of Darlington County present upon their oath:

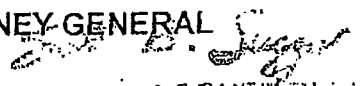
BREACH OF TRUST WITH FRAUDULENT INTENT

That Harriet E. Wilmeth, did in Darlington County, beginning on or around June 1, 2003, and continuing until on or around February 18, 2006, having been entrusted with the care, keeping and possession of more than Five Thousand Dollars (\$5,000), did convert and appropriate said money to her own use or purposes, with the fraudulent intent to permanently deprive the owner thereof, in violation of §16-13-230(A) and §16-13-230(B)(3) of the South Carolina Code of Laws, as amended, to wit:

On or about June 13, 2003, Harriett Wilmeth, in her capacity as Personal Representative of the estate of Helen Goodson, received a check from the Internal Revenue Service for the estate in an amount of more than \$1,000,000.00 and, in breach of the trust reposed in her as Personal Representative of the Helen Goodson estate, converted more than \$5,000 of said money to her own use or purpose, in violation of §16-13-230(A) and §16-13-230(B)(3) of the South Carolina Code of Laws (1976), as amended.

Against the peace and dignity of the State, and contrary to the statute in such cases made and provided.


HENRY MCMASTER (REB) 11000101
SOUTH CAROLINA ATTORNEY GENERAL


CLERK OF COURT
DARLINGTON COUNTY

WITNESSES

S/A Don Titus, SLED

ARREST WARRANT NUMBER

Direct Presentment

DAR 814

ACTION OF GRAND JURY

Foreperson of Grand Jury

Date:

VERDICT

Foreperson of Petit Jury

Date:

Docket Number 2009-GS-16-0690

The State of South Carolina
County of Darlington

COURT OF GENERAL SESSIONS

MAY 2009 Term

THE STATE

vs.

HARRIET E. WILMETH

DEFENDANT

INDICTMENT FOR

**BREACH OF TRUST WITH
FRAUDULENT INTENT**

CDR Code: 0421
CLASS E Felony
S.C. CODE 16-13-230 (B)(3)

After being fully advised as to my legal rights, I hereby waive presentment to the Grand Jury.

Defendant

I, _____
hereby appear in my own proper person and plead guilty to the within indictment or to

Defendant

Witness:

C.C.C. Pls. And G.S.

Exhibit H

FILED

2015 DEC 22 PM 3:10

SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

STATE OF SOUTH CAROLINA)
)
COUNTY OF DARLINGTON)

Estate of Helen S. Goodson,)
)
Plaintiff,)
)
vs.)
)
Harriet E. Wilmeth,)
)
Defendant.)

IN THE COURT OF COMMON PLEAS

JUDGEMENT ROLL NO.: 54,639

EXECUTION

Return to Clerk
Nulla Bona
J. Wayne Byrd
Sheriff, D.C.S.O.

TO THE SHERIFF OF THE COUNTY OF DARLINGTON:

WHEREAS, Judgement was rendered on the 3rd day of February, 2006 in favor of The Estate of Helen S. Goodson against Harriet E. Wilmeth, for the sum of \$317,970.91 as will appear by Judgment Roll Number 54,639 of the above entitled Court:

WHEREAS, said Judgment was duly filed and docketed in the Office of the Clerk of Court for the State and County aforesaid on the 20th day of February, 2006, for the sum of \$317,970.91 and, said amount with interest and costs is now actually due.

WHEREAS, the aforesaid Judgment was thereafter assigned by The Estate of Helen S. Goodson to The Residuary Trust of The Estate of Margaret S. Goodson and The Estate of Helen S. Goodson, by Assignment dated November 18, 2013, and recorded on November 21, 2013.

THEREFORE, we command that you satisfy the said Judgment out of the personal property of the said Defendant within your said County; or if sufficient personal property in your County belonging to said Judgment debtor on the day said Judgment was so docketed in your County or at any time thereafter in whose hands soever the same may be found and only return this

TRUE CERTIFIED COPY,
Scott B. Suggs
CLERK OF COURT/RMC
DARLINGTON COUNTY, SC

Execution according to law to the Clerk of Court of Common Pleas for the State and County aforesaid.

WITNESS the Hand of the Clerk of Court, for the State and County aforesaid, this 30 day of November, 2015.

Return to Clerk
Nulla Bona
J. Wayne Byrd
Sheriff, D.C.S.O.

Scott B. Suggs
Scott B. Suggs
Clerk of Court for Darlington County

Stanton Law Firm

By:

J. Alex Stanton, IV
J. Alex Stanton, IV
Attorney for the Plaintiff
Post Office Drawer 70
Hartsville, South Carolina 29551
(843) 332-5171

Exhibit I

FILED
2015 DEC 22 PM 3:10
SCOTT B. SUGGS
CLERK OF COURT, J.D.
ARLINGTON COUNTY, S.C.

STATE OF SOUTH CAROLINA)
)
COUNTY OF DARLINGTON)
)
Estate of Margaret S. Goodson,)
)
Plaintiff,)
)
vs.)
)
Harriet E. Wilmeth,)
)
Defendant.)

IN THE COURT OF COMMON PLEAS

JUDGEMENT ROLL NO.: 54,640

EXECUTION

Return to Clerk
Nulla Bona
J. Wayne Byrd
Sheriff, D.C.S.O.

TO THE SHERIFF OF THE COUNTY OF DARLINGTON:

WHEREAS, Judgement was rendered on the 3rd day of February, 2006 in favor of The Estate of Margaret S. Goodson against Harriet E. Wilmeth, for the sum of \$150,010.00 as will appear by Judgment Roll Number 54,640 of the above entitled Court:

WHEREAS, said Judgment was duly filed and docketed in the Office of Clerk of Court for the State and County aforesaid on the 20th day of February, 2006, for the sum of \$150,010.00 and, said amount with interest and costs is now actually due.

WHEREAS, the aforesaid Judgment was thereafter assigned by The Estate of Margaret S. Goodson to The Residuary Trust of The Estate of Margaret S. Goodson and The Estate of Helen S. Goodson, by Assignment dated November 18, 2013, and recorded on November 21, 2013.

THEREFORE, we command that you satisfy the said Judgment out of the personal property of the said Defendant within your said County; or if sufficient personal property in your County belonging to said Judgment debtor on the day said Judgment was so docketed in your County or at any time thereafter in whose hands soever the same may be found and duly return this

TRUE CERTIFIED COPY
Scott B. Suggs
CLERK OF COURT/RMC
DARLINGTON COUNTY, SC

Execution according to law to the Clerk of Court of Common Pleas for the State and County aforesaid.

WITNESS the Hand of the Clerk of Court, for the State and County aforesaid, this 30th day of November, 2015.

Return to Clerk
Nulla Bona
J. Wayne Byrd
Sheriff, D.C.S.O.

Scott B. Suggs
Scott B. Suggs
Clerk of Court for Darlington County

Stanton Law Firm

By:

J. Alex Stanton, IV
J. Alex Stanton, IV
Attorney for the Plaintiff
Post Office Drawer 70
Hartsville, South Carolina 29551
(843) 332-5171

Exhibit J

FILED

2015 DEC 22 PM 3:40

SCOTT B. SUGGS
CLERK OF COURT/R.D.D.
DARLINGTON COUNTY, S.C.

Doc ID: 000040590008 Type: MTG
 Recorded: 11/25/2002 at 01:47:12 PM
 Fee Amt: \$14.00 Page 1 of 8
 Darlington County, SC
 Scott B. Suggs Clerk of Court
 BK 1024 PG 4218-4225

WHEN RECORDED MAIL TO:

Bank of America Consumer Collateral Tracking, FL9-700-04-10
 9000 Southside Blvd, Bldg 700
 Jacksonville, FL 32256

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE dated November 18, 2002, is made and executed between HARRIET E WILMETH AND DEBRA J FREEMAN (referred to below as "Grantor") and Bank of America, N.A., whose address is 1301 Gervais St., Columbia, SC 28201 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in DARLINGTON County, State of South Carolina:

See Exhibit A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 1309 QUAIL MEADOW LN, HARTSVILLE, SC 29560-8067.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, silt, soil, gravel or rock products without Lender's prior

written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by South Carolina law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$10,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims,

(b) to provide any required insurance on the Property, or (c) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Promises. All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's indebtedness is paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

Loan No: 70223166b

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, raffled, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. At Lender's option, Grantor will be in default under this Mortgage if any of the following happen:

Payment Default. Grantor fails to make any payment when due under the indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Break Other Promises. Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Mortgage or in any agreement related to this Mortgage.

False Statements. Any representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Taking of the Property. Any creditor or governmental agency tries to take any of the Property or any other of Grantor's property in which Lender has a lien. This includes taking of, garnishing of or levying on Grantor's accounts with Lender. However, if Grantor disputes in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if Grantor gives Lender written notice of the claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and, as mortgagee-in-possession, collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Non-judicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Appraisal. Grantor hereby waives the right to assert any statute providing appraisal rights which may reduce any deficiency judgment obtained by Lender against Grantor in the event of foreclosure under this Mortgage.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender will give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees in an amount not less than fifteen percent (15%) of the amount owing on the indebtedness and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addressee shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any person may change his or her address for notices under this Mortgage by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

PAYMENT INFORMATION. If you make a payment(s) before or after the due date, the amount of your final payment may be higher or lower than the original scheduled amount. We may accept late payments or partial payments, even though marked "Payment in Full" (or a similar notation). We may accept payments accompanied by a letter stating that acceptance of the payment indicates our agreement to the terms set forth in the letter without giving up, waiving or losing any of our rights under law or under this Note. You will make all payments by check or money order, payable to us, drawn in U.S. dollars and payable through a U.S. financial institution or the U.S. Post Office. We will credit payments to this Note on the business day received if received before 2:00 P.M. at the location we specify or at one of our banking centers in the state of our address (first described above). Otherwise, payments may not be credited to your loan for up to five (5) business days, even if payment is received under our arrangement with an affiliated bank to accept payments from our customers or at one of our ATMs. A business day is any day Monday through Friday that is not a legal holiday. Unless otherwise required by applicable law, to determine whether a late charge is due, we will apply any payment received to the oldest payment due.

NONTITLED SPOUSES AND NON-BORROWER GRANTORS. Any Grantor or Trustor who signs this Deed of Trust, Mortgage or Modification ("Security Instrument") but does not execute the Note or Credit Agreement ("Non-borrower Grantor or Trustor"): (a) is signing only to grant, bargain, sell and convey such Non-borrower Grantor's or Trustor's interest in the Property under the terms of this Security Instrument; (b) is not by signing becoming personally obligated to pay the Note or Credit Agreement; and (c) agrees that without such Non-borrower Grantor's or Trustor's consent, Lender and any other Grantor or Trustor may agree to renew, extend, modify, forbear or make any accommodations with regard to the terms of all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the obligation evidenced by the Note or the Credit Agreement ("Related Document").

Any spouse of a Grantor or Trustor who is not in title to the Property and who signs this Security Instrument: (a) is signing only to grant, bargain, sell and convey any marital and homestead rights of such spouse in the Property; (b) is not by signing becoming personally obligated to pay the Note or Credit Agreement; and (c) agrees that without such spouse's consent, Lender and any other Grantor or Trustor may agree to renew, extend, modify, forbear or make any accommodations with regard to the terms of any Related Document.

Neither of the two foregoing sentences limit the liability of any Non-borrower Grantor or Trustor or signing spouse of a Grantor or Trustor, as applicable, under any guaranty agreement or other agreement by such person, whereby such person becomes liable for the indebtedness in whole or in part; both such sentences apply notwithstanding any language to the contrary in this Security Instrument or any of the Related Documents and apply only to the extent permitted by applicable law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by and interpreted in accordance with federal law and the laws of the State of South Carolina. This Mortgage has been accepted by Lender in the State of South Carolina.

Joint and Several Liability. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor. Grantor waives all rights of exemption from execution or similar law in the Property, and Grantor agrees that the rights of Lender in the Property under this Mortgage are prior to Grantor's rights while this Mortgage remains in effect.

Severability. If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of South Carolina as to all indebtedness secured by this Mortgage.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means HARRIET E WILMETH and DEBRA J FREEMAN, and all other persons and entities signing the Note.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-489 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means HARRIET E WILMETH and DEBRA J FREEMAN.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, earned interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Bank of America, N.A., its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated November 18, 2002, in the original principal amount of \$234,666.00

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being near to and West or Southwest of the City of Hartsville, in Darlington County, State of South Carolina, designated as Lot No. One (1) on plat of subdivision of property situated near the City of Hartsville prepared for P. L. McCall, Sr., by J. E. Tucker, Jr., Registered Land Surveyor, dated February 10, 1977, as revised April 22, 1977, and recorded in the office of the Clerk of Court for Darlington County in Plat Book 73 at Page 237 and being more particularly shown on individual plat prepared for Harriet E. Wilmett and Debra J. Freeman by Lind, Hicks and Associates, Surveyors, a copy of which is recorded in said Clerk's office in Plat Book 139 at Page 243; the said lot being slightly irregular in shape, and being bounded and measuring according to said plat as follows:

NORTH: By a 50 foot street, shown on said plat as Meadow Lane, a distance of 135.00 feet, more or less;
 EAST: By Lot No. 2, as shown on said plat, for a distance of 230.03 feet, more or less;
 SOUTH: by 15 foot utility alley indicated on said plat, for a distance of 133.40 feet, more or less; and,
 WEST: By lands now or formerly of C. K. Dunlap, a distance of 227.2 feet, more or less.

PROVIDED, HOWEVER, that this conveyance is made subject to the protective covenants, limitations and restrictions set forth in the instrument executed by the aforesaid P. L. McCall, Sr., and dated May 17, 1977.

Being the same premises conveyed unto the Mortgagors herein by deed of Travis L. Dixon and recorded in the office of the Clerk of Court for Darlington County in Book 867 at Page 790 on April 3, 1984.

JS

STATE OF SOUTH CAROLINA)
COUNTY OF DARLINGTON)

IN THE COURT OF COMMON PLEAS
ACTION NUMBER: 2015-CP-16-_____

Thomas E. Goodson, as Trustee)
of the Residuary Beneficiaries)
Trust of the Estate of Margaret S.)
Goodson and the Estate of Helen)
S. Goodson,)

15LP160166

PLAINTIFF)

NOTICE OF LIS PENDENS
(FORECLOSURE OF REAL ESTATE)

Harriet E. Wilmeth, Debra J.)
Freeman, Bank of America, N.A.)
Lumber Yard, Inc.,)
St. Bartholomew's Episcopal)
Church, Canal Wood, LLC,)
Alexander C. West, Alexander C)
West, Jr., Airport Technologies,)
LLC, Mutual Savings Bank, State)
of South Carolina Department of)
Revenue, United States of)
America acting through the)
Department of Treasury/Internal)
Revenue Service, Ford Motor)
Credit Company, LLC James)
Gandy, Estate of Amelia H.)
Anthony, Estate of Betty C.)
Wiggins, Portfolio Recovery)
Associ, South Carolina)
Department of Probation Parole,)
and Pardon Services Norwood C.)
Bizzell, Robert "B.W." Bizzell,)
William E. Bizzell, Mary Lathan)
Steele, and Vicki Eaddy)

DEFENDANT(S)

FILED
2015 DEC 22 PM 3:04
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

PLEASE TAKE NOTICE that the above entitled action has been commenced by the Plaintiff, against the above-named parties, for the Foreclosure of certain Judgments granted in favor of the Estate of Helen S. Goodson and the Estate of Margaret S. Goodson against the Defendant, Harriet E. Wilmeth, said Transcripts of Judgment were recorded on February 20, 2006 in the office of the Clerk of Court for the County aforesaid as Judgment Roll Number 54,639 and as Judgment Roll Number 54,640 and recorded on September 2, 2015 as Judgment Roll Number 2015-CP-16-686.

The premises is described as follows:

THE DEFENDANT'S, HARRIET E. WILMETH'S, UNDIVIDED ONE-HALF (1/2) INTEREST IN AND TO:

All that certain piece, parcel or lot of land situate, lying and being near to and West or Southwest of the City of Hartsville, in Darlington County, South Carolina, designated as Lot No. One (1) on plat of Subdivision of property situated near the City of Hartsville prepared for P.L. McCall, Sr., by J. E. Tucker, Jr., Registered Land Surveyor, dated February 10, 1977, as revised April 22, 1977, and recorded in the office of the Clerk of Court for Darlington County in Plat Boon 73 at Page 237; the said lot being slightly irregular in shape, and being bounded and measuring, according to said plat, as follows:

NORTH: By 50-foot street indicated on said plat, a distance of 135 feet;
EAST: By Lot No.2 on said plat, a distance of 230.3 feet;
SOUTH: By 15-foot utility alley indicated on said plat, a distance of 133.2 feet; and
WEST: By land now or formerly of C.K. Dunlap, a distance of 227.2 feet.

PROVIDED, HOWEVER, that this conveyance is made subject to the protective covenants, limitation and restrictions set forth in the instrument executed by the aforesaid P.L. McCall, Sr., and dated May 17, 1977.

Being the same premises conveyed unto Harriet E. Wilmeth and Debra J. Freeman by Deed of Travis L. Dixon, dated March 30, 1984 and recorded on April 3, 1984 in Deed Book 867 at Page 790.

Tax Map Number: 036-07-01-037

Dated the 22nd day of December, 2015

STANTON LAW FIRM

By: _____


J. Alex Stanton, IV
Post Office Drawer 70
Hartsville, South Carolina 29551
(843) 332-5171
Attorney for Plaintiff

STATE OF SOUTH CAROLINA,
COUNTY OF DARLINGTON
Thomas E. Goodson, as Trustee of the
Residuary Beneficiaries Trust of the Estate
of Margaret S. Goodson and the Estate of
Helen S. Goodson,

Plaintiff,

vs.

Harriet E. Wilmeth, Debra J. Freeman, Bank
of America, N.A. Lumber Yard, Inc., St.
Bartholomew's Episcopal Church, Canal
Wood, LLC, Alexander C. West, Alexander
C. West, Jr., Airport Technologies, LLC,
Mutual Savings Bank, State of South
Carolina Department of Revenue, United
States of America Acting through the
Department of Treasury/ Internal Revenue
Service, Ford Motor Credit Company, LLC,
James Gandy, Estate of Amelia H. Anthony,
Estate of Betty C. Wiggins, Portfolio Recovery
Associ, South Carolina Department of
Probation, Parole, and Pardon Services,
Norwood C. Bizzell, Robert "B.W." Bizzell,
William E. Bizzell, Mary Lathan Steele,
and Vicki Eaddy

Defendants.

IN THE COURT OF COMMON PLEAS

ACTION NUMBER: 2015-CP-16-950

ANSWER and COUNTERCLAIM

FILED
2016 JAN 15 AM 11:13
SCOTT B. SUGGS
CLERK OF COURT/R.D.O.
DARLINGTON COUNTY, S.C.

The Defendant, Estate of Amelia H. Anthony, Answering and Counterclaiming the Complaint
of the Plaintiff and Cross Complaint against the Defendants would show unto this Court as follows:

1. The Defendant admits allegations contained in Paragraph 1 of the Complaint.
2. The Defendant lacks sufficient information to admit or deny the allegations contained
in Paragraph 2 of the Complaint therefore, denies the same.

3. The Defendant lacks sufficient information or believed to admit or deny the allegations contained in Paragraph 3 of the Complaint and therefore denies the same.
4. The Defendant lacks sufficient information or believed to admit or deny the allegations contained in Paragraph 4 and therefore denies the same.
5. In response to the allegations contained in Paragraph 5 of the Complaint, the Defendant admits the Public Record of the County of the Probate Court and the Clerk of Court in the County of Darlington and denies any allegations contained in Paragraph 5 of the Complaint inconsistent therewith.
6. The allegations contained in Paragraph 6 of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 6 of the Complaint inconsistent therewith.
7. The allegations contained in Paragraph 7 of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Probate Court for Darlington County and denies any allegations contained in Paragraph 7 of the Complaint inconsistent therewith.
8. The allegations contained in Paragraph 8 of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Probate Court for Darlington County and the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 8 of the Complaint inconsistent therewith.
9. The allegations contained in Paragraph 9 of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of

the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 9 of the Complaint inconsistent therewith.

10. The allegations contained in Paragraph 10 of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 10 of the Complaint inconsistent therewith.

11. The allegations contained in Paragraph 11 of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 11 of the Complaint inconsistent therewith.

12. The allegations contained in Paragraph 12 of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 12 of the Complaint inconsistent therewith.

13. The allegations contained in Paragraph 13 of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 13 of the Complaint inconsistent therewith.

14. The allegations contained in Paragraph 14 of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 14 of the Complaint inconsistent therewith.

15. (a) The allegations contained in Paragraph 15(a) of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 15 (a) of the Complaint inconsistent therewith.

(b) The allegations contained in Paragraph 15 (b) of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 15 (b) of the Complaint inconsistent therewith.

(c) The allegations contained in Paragraph 15 (c) of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 15 (c) of the Complaint inconsistent therewith.

(d) The allegations contained in Paragraph 15 (d) of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 15 (d) of the Complaint inconsistent therewith.

(e) The allegations contained in Paragraph 15 (e) of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 15 (e) of the Complaint inconsistent therewith.

(f) The allegations contained in Paragraph 15 (f) of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office

of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 15 (f) of the Complaint inconsistent therewith.

(g) The allegations contained in Paragraph 15 (g) of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 15 (g) of the Complaint inconsistent therewith.

(h) The allegations contained in Paragraph 15 (h) of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 15 (h) of the Complaint inconsistent therewith.

(i) The allegations contained in Paragraph 15 (i) of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 15 (i) of the Complaint inconsistent therewith.

(j) The allegations contained in Paragraph 15 (j) of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 15 (j) of the Complaint inconsistent therewith.

(k) The allegations contained in Paragraph 15 (k) of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 15 (k) of the Complaint inconsistent therewith.

(l) The allegations contained in Paragraph 15 (l) of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 15 (l) of the Complaint inconsistent therewith.

(m) The allegations contained in Paragraph 15 (m) of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 15 (m) of the Complaint inconsistent therewith.

(n) The Defendant admits the allegations contained in Paragraph 15 (n) of the Complaint.

(o) The allegations contained in Paragraph 15 (o) of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 15 (o) of the Complaint inconsistent therewith.

(p) The allegations contained in Paragraph 15 (p) of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 15 (p) of the Complaint inconsistent therewith.

(q) The allegations contained in Paragraph 15 (q) of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 15 (q) of the Complaint inconsistent therewith.

(r) The allegations contained in Paragraph 15 (r) of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 15 (r) of the Complaint inconsistent therewith.

(s) The allegations contained in Paragraph 15 (s) of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 15 (s) of the Complaint inconsistent therewith.

(t) The allegations contained in Paragraph 15 (t) of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 15 (t) of the Complaint inconsistent therewith.

(u) The allegations contained in Paragraph 15 (u) of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 15 (u) of the Complaint inconsistent therewith.

(v) The allegations contained in Paragraph 15 (v) of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 15 (v) of the Complaint inconsistent therewith.

(w) The allegations contained in Paragraph 15 (w) of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office

of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 15 (w) of the Complaint inconsistent therewith.

(x) The allegations contained in Paragraph 15 (x) of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 15 (x) of the Complaint inconsistent therewith.

(y) The allegations contained in Paragraph 15 (y) of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 15 (y) of the Complaint inconsistent therewith.

(z) The allegations contained in Paragraph 15 (z) of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 15 (z) of the Complaint inconsistent therewith.

(aa) The allegations contained in Paragraph 15 (aa) of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 15 (aa) of the Complaint inconsistent therewith.

(bb) The allegations contained in Paragraph 15 (bb) of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 15 (bb) of the Complaint inconsistent therewith.

(cc) The allegations contained in Paragraph 15 (cc) of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 15 (cc) of the Complaint inconsistent therewith.

16. The Defendant admits the allegations contained in Paragraph 16 of the Complaint.

17. The Defendant admits the allegations contained in Paragraph 17 of the Complaint.

18. The Defendant admits the allegations contained in Paragraph 18 of the Complaint.

19. The allegations contained in Paragraph 19 of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 19 of the Complaint inconsistent therewith.

20. The allegations contained in Paragraph 20 of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 20 of the Complaint inconsistent therewith.

21. The allegations contained in Paragraph 21 of the Complaint do not apply to this Defendant. To the extent they do this Defendant pleads the record contained in the Office of the Clerk of Court for Darlington County and denies any allegations contained in Paragraph 21 of the Complaint inconsistent therewith.

22. The Defendant admits the allegations contained in Paragraph 22 of the Complaint.

23. The Defendant admits the allegations contained in Paragraph 23 of the Complaint.

24. As to the allegations contained in Paragraph 24 of the Complaint, the Defendant admits that the property of the Defendant, Harriet E. Wilmeth, be sold under the direction of the

Court. The Defendant denies the remaining allegations contained in Paragraph 24, as the proceeds from the sale should be held by the Court and apportioned to the Judgement and Lien creditors.

FOR A SECOND DEFENSE AND BY WAY OF COUNTERCLAIM

25. That the Defendant repleads and reiterates the foregoing Paragraphs as if set forth herein verbatim.

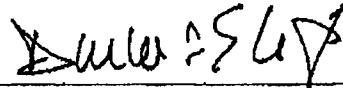
26. That the Defendant has Judgement against the Defendant, Harriet Wilmeth in the amount of One Million Six Hundred Ninety-One Thousand Three Hundred Forty Six and 08/100 Dollars (\$1,691,346.08) together with interest at the Judgement rate.

27. That the Defendant is informed and believes that the Court should foreclose the aforesaid Judgement Lien now held by the Defendant against the Defendant, Harriet E. Wilmeth, and that the Defendants, Harriet E. Wilmeth's aforesaid one-half (1/2) undivided interest in the subject real estate be sold under the direction of this Court, with the proceeds from such sale being applied (subject to Liens of any Senior Encumbrances) towards the aforesaid Judgement Lien now held by the Defendant against the Defendant, Harriet E. Wilmeth, with any remaining monies being held pursuant to further Order of this Court.

WHEREFORE, the Plaintiff prays that the Court determine the ownership interest of the Defendant, Harriet E. Wilmeth in the real estate described in the Complaint, determine the amount due to the Defendant on the Defendant's Judgement Liens against the Defendant, Harriet E. Wilmeth, determine the priority of any other Liens against the interest of the Defendant, Harriet E. Wilmeth in the subject real estate, that the aforesaid Judgement Liens now held by the Defendant be foreclosed, the equity of redemption barred and the interest of

the Defendant, Harriet E. Wilmeth in the subject real estate be sold under the direction of the Court and that the proceeds of sale be applied as follows:

- (a) First, to the Defendant's costs, disbursements and expenses for such action and,
- (b) Secondly, to the payment and discharge of the Judgement Lien against the Defendant, Harriet E. Wilmeth's interest in the subject real estate in the order of their priority, including the aforesaid Judgement Lien now held by the Defendant; and,
- (c) Thirdly, that the surplus, if any, be held subject to the further Order of this Court; and
- (d) That the Defendants and every person whose conveyance or encumbrance is recorded subsequent to the filing of the Notice of Lis Pendens be barred and foreclosed of all rights, claims, liens and equity of redemption in the subject real estate; and,
- (e) For such other and further relief as the Court may deem just and proper under these premises.



D. MALLOY MCEACHIN, JR.
2117-C West Palmetto Street
Florence, South Carolina 29502
Phone: (843) 665-0135
Attorney for Defendant

Florence, South Carolina,
January 13, 2016

FILED
2016 JAN 15 AM 11:13
SCOTT S. SUGGS
CLERK OF COURT/RO D.
DARLINGTON COUNTY, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON

IN THE COURT OF COMMON PLEAS
FOR THE FOURTH JUDICIAL CIRCUIT
CASE NO. 2015-CP-16-0950

Thomas E. Goodson, as Trustee of the
Residuary Beneficiaries Trust of the
Estate of Margaret S. Goodson and the
Estate of Helen S. Goodson,

Plaintiff,

vs.

Harriet E. Wilmeth, Debra J. Freeman,
Bank of America, N.A., Lumber Yard,
Inc., St. Bartholomew's Episcopal
Church, Canal Wood, LLC,
Alexander C. West, Alexander C.
West, Jr., Airport Technologies, LLC,
Mutual Savings Bank, State of South
Carolina Department of Revenue,
United States of America Acting
Through the Department of
Treasury/Internal Revenue Service,
Ford Motor Credit Company, LLC,
James Gandy, Estate of Amella H.
Anthony, Estate of Betty C. Wiggins,
Portfolio Recovery Associates, South
Carolina Department of Probation,
Parole, and Pardon Services,
Norwood C. Bizzell, Robert "B.W."
Bizzell, William E. Bizzell, Mary Lathan
Steel, and Vicki Eaddy,

Defendants.

ANSWER ON BEHALF OF DEFENDANT
ALEXANDER C. WEST

FILED
2016 JAN 22 AM 10:59
SCOTT B. SUGGS
CLERK OF COURT/PRO.D.
DARLINGTON COUNTY, S.C.

TO: J. ALEX STANTON, ATTORNEY FOR PLAINTIFF:

COMES NOW the Defendant Alexander C. West (hereinafter "West"), by and through its undersigned attorney, answering the Complaint of the Plaintiff, and alleges and shows unto the Court:

FOR A FIRST DEFENSE
(General Denial)

1. Upon information and belief, Defendant West admits the allegations contained in Paragraph 1 of Plaintiff's Complaint.

2. Upon information and belief, Defendant West admits the allegations contained in Paragraph 2 of Plaintiff's Complaint.

3. Upon information and belief, Defendant West admits the allegations contained in Paragraph 3 of Plaintiff's Complaint.

4. Upon information and belief, Defendant West admits the allegations contained in Paragraph 4 of Plaintiff's Complaint.

5. Defendant West admits the allegations of Paragraph 5 of Plaintiff's Complaint.

6. Defendant West admits the allegations of Paragraph 6 of Plaintiff's Complaint.

7. Defendant West admits the allegations of Paragraph 7 of Plaintiff's Complaint.

8. Defendant West admits the allegations of Paragraph 8 of Plaintiff's Complaint.

9. Defendant West admits the allegations of Paragraph 9 of Plaintiff's Complaint.

10. Defendant West admits the allegations of Paragraph 10 of Plaintiff's Complaint.

11. Defendant West admits the allegations of Paragraph 11 of Plaintiff's Complaint.

12. Defendant West admits the allegations of Paragraph 12 of Plaintiff's Complaint.

13. Defendant West admits the allegations of Paragraph 13 of Plaintiff's Complaint.

14. Defendant West admits the allegations of Paragraph 14 of Plaintiff's Complaint.

15. Answering the allegations of Paragraph 15(a) of the Plaintiffs' Complaint, there are no allegations concerning Defendant West and, therefore, no response is required.

16. Answering the allegations of Paragraph 15(b) of the Plaintiffs' Complaint, there are no allegations concerning Defendant West and, therefore, no response is required.

17. Answering the allegations of Paragraph 15(c) of the Plaintiffs' Complaint, there are no allegations concerning Defendant West and, therefore, no response is required.

18. Defendant West admits the allegations of Paragraph 15(d) of Plaintiff's Complaint.

19. Answering the allegations of Paragraph 15(e) of the Plaintiffs' Complaint, there are no allegations concerning Defendant West and, therefore, no response is required.

20. Answering the allegations of Paragraph 15(f) of the Plaintiffs' Complaint, there are no allegations concerning Defendant West and, therefore, no response is required.

- [illegible]

37. Answering the allegations of Paragraph 15(w) of the Plaintiffs' Complaint, there are no allegations concerning Defendant West and, therefore, no response is required.

38. Answering the allegations of Paragraph 15(x) of the Plaintiffs' Complaint, there are no allegations concerning Defendant West and, therefore, no response is required.

39. Answering the allegations of Paragraph 15(y) of the Plaintiffs' Complaint, there are no allegations concerning Defendant West and, therefore, no response is required.

40. Answering the allegations of Paragraph 15(z) of the Plaintiffs' Complaint, there are no allegations concerning Defendant West and, therefore, no response is required.

41. Answering the allegations of Paragraph 15(aa) of the Plaintiffs' Complaint, there are no allegations concerning Defendant West and, therefore, no response is required.

42. Answering the allegations of Paragraph 15(bb) of the Plaintiffs' Complaint, there are no allegations concerning Defendant West and, therefore, no response is required.

43. Answering the allegations of Paragraph 15(cc) of the Plaintiffs' Complaint, there are no allegations concerning Defendant West and, therefore, no response is required.

44. Defendant West admits the allegations of Paragraph 16 of Plaintiff's Complaint.

45. Regarding the allegations in Paragraph 17 of Plaintiff's Complaint, the SC Code of Laws §34-31-20(B), which is admitted, speaks for itself.

46. Upon information and belief, Defendant West admits the allegations contained in Paragraph 18 of Plaintiff's Complaint.

47. Upon information and belief, Defendant West admits the allegations contained in Paragraph 19 of Plaintiff's Complaint.

48. Upon information and belief, Defendant West admits the allegations contained in Paragraph 20 of Plaintiff's Complaint.

49. Upon information and belief, Defendant West admits the allegations contained in Paragraph 21 of Plaintiff's Complaint.

50. Upon information and belief, Defendant West admits the allegations contained in Paragraph 22 of Plaintiff's Complaint.

51. Upon information and belief, Defendant West admits the allegations contained in Paragraph 23 of Plaintiff's Complaint.

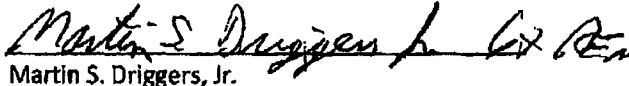
52. Upon information and belief, Defendant West admits the allegations contained in Paragraph 24 of Plaintiff's Complaint.

WHEREFORE, having fully answered, the Defendant West prays that:

1. The Court grants Plaintiffs prayer for relief;
2. The Court holds any surplus from any sale of property of Defendant Harriet E. Wilmeth subject to further Order of this Court for distribution to other lien holders; and
3. For such other and further relief as this Court deems just and proper.

Respectfully submitted,

SWEENEY, WINGATE & BARROW, P.A.



Martin S. Driggers, Jr.
115 Cargill Way, Suite B
PO Box 88
Hartsville, SC 29550
P: (843) 878-0390

ATTORNEYS FOR THE DEFENDANT ALEXANDER C. WEST

Hartsville, SC

January 22, 2016

FILED
2016 JAN 22 AM 10:59
SCOTT B. SUGGS
CLERK OF COURT/ROD
DARLINGTON COUNTY, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON

IN THE COURT OF COMMON PLEAS
FOR THE FOURTH JUDICIAL CIRCUIT
CASE NO. 2015-CP-16-0950

Thomas E. Goodson, as Trustee of the
Residuary Beneficiaries Trust of the
Estate of Margaret S. Goodson and the
Estate of Helen S. Goodson,

Plaintiff,

vs.

Harriet E. Wilmeth, Debra J. Freeman,
Bank of America, N.A., Lumber Yard,
Inc., St. Bartholomew's Episcopal
Church, Canal Wood, LLC,
Alexander C. West, Alexander C.
West, Jr., Airport Technologies, LLC,
Mutual Savings Bank, State of South
Carolina Department of Revenue,
United States of America Acting
Through the Department of
Treasury/Internal Revenue Service,
Ford Motor Credit Company, LLC,
James Gandy, Estate of Amelia H.
Anthony, Estate of Betty C. Wiggins,
Portfolio Recovery Associates, South
Carolina Department of Probation,
Parole, and Pardon Services,
Norwood C. Blizzell, Robert "B.W."
Blizzell, William E. Blizzell, Mary Lathan
Steel, and Vicki Eaddy,

Defendants.

ANSWER ON BEHALF OF DEFENDANT
ALEXANDER C. WEST, JR.

2016 JAN 22 AM 11:00
DEBIT B. STEENS
CLERK OF COURT/PRO.
DARLINGTON COUNTY, S.C.

FILED

TO: J. ALEX STANTON, ATTORNEY FOR PLAINTIFF:

COMES NOW the Defendant Alexander C. West, Jr. (hereinafter "West, Jr."), by and through his undersigned attorney, answering the Complaint of the Plaintiff, and alleges and shows unto the Court:

FOR A FIRST DEFENSE
(General Denial)

1. Upon Information and belief, Defendant West, Jr. admits the allegations contained in Paragraph 1 of Plaintiff's Complaint.

2. Upon information and belief, Defendant West, Jr. admits the allegations contained in Paragraph 2 of Plaintiff's Complaint.

3. Upon information and belief, Defendant West, Jr. admits the allegations contained in Paragraph 3 of Plaintiff's Complaint.

4. Upon information and belief, Defendant West, Jr. admits the allegations contained in Paragraph 4 of Plaintiff's Complaint.

5. Defendant West, Jr. admits the allegations of Paragraph 5 of Plaintiff's Complaint.

6. Defendant West, Jr. admits the allegations of Paragraph 6 of Plaintiff's Complaint.

7. Defendant West, Jr. admits the allegations of Paragraph 7 of Plaintiff's Complaint.

8. Defendant West, Jr. admits the allegations of Paragraph 8 of Plaintiff's Complaint.

9. Defendant West, Jr. admits the allegations of Paragraph 9 of Plaintiff's Complaint.

10. Defendant West, Jr. admits the allegations of Paragraph 10 of Plaintiff's Complaint.

11. Defendant West, Jr. admits the allegations of Paragraph 11 of Plaintiff's Complaint.

12. Defendant West, Jr. admits the allegations of Paragraph 12 of Plaintiff's Complaint.

13. Defendant West, Jr. admits the allegations of Paragraph 13 of Plaintiff's Complaint.

14. Defendant West, Jr. admits the allegations of Paragraph 14 of Plaintiff's Complaint.

15. Answering the allegations of Paragraph 15(a) of the Plaintiffs' Complaint, there are no allegations concerning Defendant West, Jr. and, therefore, no response is required.

16. Answering the allegations of Paragraph 15(b) of the Plaintiffs' Complaint, there are no allegations concerning Defendant West, Jr. and, therefore, no response is required.

17. Answering the allegations of Paragraph 15(c) of the Plaintiffs' Complaint, there are no allegations concerning Defendant West, Jr. and, therefore, no response is required.

18. Answering the allegations of Paragraph 15(d) of the Plaintiffs' Complaint, there are no allegations concerning Defendant West, Jr. and, therefore, no response is required.

19. Defendant West, Jr. admits the allegations of Paragraph 15(e) of Plaintiff's Complaint.

20. Answering the allegations of Paragraph 15(f) of the Plaintiffs' Complaint, there are no allegations concerning Defendant West, Jr. and, therefore, no response is required.

21. Answering the allegations of Paragraph 15(g) of the Plaintiffs' Complaint, there are no allegations concerning Defendant West, Jr. and, therefore, no response is required.

38. Answering the allegations of Paragraph 15(x) of the Plaintiffs' Complaint, there are no allegations concerning Defendant West, Jr. and, therefore, no response is required.

39. Answering the allegations of Paragraph 15(y) of the Plaintiffs' Complaint, there are no allegations concerning Defendant West, Jr. and, therefore, no response is required.

40. Answering the allegations of Paragraph 15(z) of the Plaintiffs' Complaint, there are no allegations concerning Defendant West, Jr. and, therefore, no response is required.

41. Answering the allegations of Paragraph 15(aa) of the Plaintiffs' Complaint, there are no allegations concerning Defendant West, Jr. and, therefore, no response is required.

42. Answering the allegations of Paragraph 15(bb) of the Plaintiffs' Complaint, there are no allegations concerning Defendant West, Jr. and, therefore, no response is required.

43. Answering the allegations of Paragraph 15(cc) of the Plaintiffs' Complaint, there are no allegations concerning Defendant West, Jr. and, therefore, no response is required.

44. Defendant West, Jr. admits the allegations of Paragraph 16 of Plaintiff's Complaint.

45. Regarding the allegations in Paragraph 17 of Plaintiff's Complaint, the SC Code of Laws §34-31-20(B), which is admitted, speaks for itself.

46. Upon information and belief, Defendant West, Jr. admits the allegations contained in Paragraph 18 of Plaintiff's Complaint.

47. Upon information and belief, Defendant West, Jr. admits the allegations contained in Paragraph 19 of Plaintiff's Complaint.

48. Upon information and belief, Defendant West, Jr. admits the allegations contained in Paragraph 20 of Plaintiff's Complaint.

49. Upon information and belief, Defendant West, Jr. admits the allegations contained in Paragraph 21 of Plaintiff's Complaint.

50. Upon information and belief, Defendant West, Jr. admits the allegations contained in Paragraph 22 of Plaintiff's Complaint.

51. Upon information and belief, Defendant West, Jr. admits the allegations contained in Paragraph 23 of Plaintiff's Complaint.

52. Upon information and belief, Defendant West, Jr. admits the allegations contained in Paragraph 24 of Plaintiff's Complaint.

WHEREFORE, having fully answered, the Defendant West, Jr. prays that:

1. The Court grants Plaintiffs prayer for relief;

2. The Court holds any surplus from any sale of property of Defendant Harriet E. Wilmeth subject to further Order of this Court for distribution to other lien holders; and

3. For such other and further relief as this Court deems just and proper.

Respectfully submitted,

SWEENEY, WINGATE & BARROW, P.A.

Martin S. Driggers Jr. for Alex West

Martin S. Driggers, Jr.
115 Cargill Way, Suite B
PO Box 88
Hartsville, SC 29550
P: (843) 878-0390

ATTORNEYS FOR THE DEFENDANT ALEXANDER C. WEST, JR.

Hartsville, SC

January 20, 2016

2016 JAN 22 AM 11:00
SCOTT B. SLOAN
CLERK OF COURT/R.D.
DARLINGTON COUNTY, S.C.

FILED

STATE OF SOUTH CAROLINA

DARLINGTON COUNTY

Thomas E. Goodson, as Trustee of the
Residuary Beneficiaries Trust of the Estate of
Margaret S. Goodson and the Estate of Helen
S. Goodson,

Plaintiff,

vs.

Harriet E. Wilmeth, Debra J. Freeman, Bank
of America, N.A., Lumber Yard, Inc., St.
Bartholomew's Episcopal Church, Canal
Wood, LLC, Alexander C. West, Alexander
C. West, Jr., Airport Technologies, LLC,
Mutual Savings Bank, State of South Carolina
Department of Revenue, United States of
America Acting through the Department of
Treasury/Internal Revenue Service, Ford
Motor Credit Company, LLC, James Gandy,
Estate of Amelia H. Anthony, Estate of Betty
C. Wiggins, Portfolio Recovery Association,
South Carolina Department of Probation,
Parole, and Pardon Services, Norwood C.
Bizzell, Robert "B.W." Bizzell, William E.
Bizzell, Mary Lathan Steele, and Vicki
Eaddy,

Defendants.

IN THE COURT OF COMMON PLEAS

Case No. 15-CP-160950

**DEFENDANT BANK OF AMERICA,
N.A.'S ANSWER TO PLAINTIFF'S
COMPLAINT**

FILED
2016 JAN 28 PM 2:25
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

Bank of America, N.A., ("BANA"), by and through undersigned counsel, provides the following answers and affirmative defenses in response to Complaint of Plaintiff Thomas E. Goodson, as Trustee of the Residuary Beneficiaries Trust of the Estate of Margaret S. Goodson and the Estate of Helen S. Goodson.

FOR A FIRST DEFENSE
(General Denial)

1. Each and every allegation referring to Defendant BANA in the Complaint is denied and strict proof demanded thereof unless expressly admitted herein. To the extent any allegation may not be expressly referred to and answered, it is hereby denied.

FOR AN ADDITIONAL DEFENSE
(Specific Responses)

2. Defendant BANA does not possess knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraphs 1 through 13 of Plaintiff's Complaint, and therefore denies the same.

3. Defendant BANA admits the allegations contained in Paragraph 14.

4. Defendant BANA does not possess knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 15, subparts (a) through (cc) of Plaintiff's Complaint, and therefore denies the same.

5. Defendant BANA does not possess knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 16, and therefore denies the same.

6. Paragraph 17 is a quotation with a citation to the South Carolina code of Laws §34-31-20(B), which statute speaks for itself and does not require a response by Defendant BANA.

7. Defendant BANA admits the allegations contained in Paragraph 18 to the extent that the Supreme Court of South Carolina annually issues an Order setting the annual prime rate of legal interest. Except as admitted, BANA does not possess knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 18 of Plaintiff's Complaint, and therefore denies the same.

8. Defendant BANA does not possess knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraphs 19 through 24 of Plaintiff's Complaint, and therefore denies the same.

9. Paragraphs 1 - 7 of Plaintiff's Prayer for Relief contain Plaintiff's description of the relief sought. Defendant BANA denies that Plaintiff is entitled to the relief sought by Plaintiff as described in Paragraphs 1 - 7 of Plaintiffs' Prayer for Relief as against Defendant BANA.

10. Defendant BANA consents to reference to a Master-In-Equity or Special Referee of Plaintiff's choosing under such terms as Plaintiff deems appropriate.

FOR AN ADDITIONAL DEFENSE
(Failure to State a Claim)

11. The Complaint fails to state facts sufficient to constitute a cause of action as to Defendant BANA, and to the extent that Plaintiff seeks any recovery or any other relief from Defendant BANA, the Complaint should be dismissed with prejudice as to Defendant BANA, pursuant to Rule 12(b)(6), of the South Carolina Rules of Civil Procedure.

FOR AN ADDITIONAL DEFENSE
(Statute of Limitations/Repose)

12. The claims set forth in the Complaint are barred, in whole or in part, by the applicable statutes of limitation or statutes of repose.

FOR AN ADDITIONAL DEFENSE
(Equitable Defenses of Waiver/Estoppel/Laches and Unclean Hands)

13. The claims set forth in the Complaint are barred by the doctrines of waiver, estoppel, laches, or unclean hands.

FOR AN ADDITIONAL DEFENSE
(Liability/Remedy Limitations)

14. Plaintiff's claims and remedies are limited, restricted, or excluded by the substance of any communication between the parties, including documents and/or oral conversations.

Further, Defendant BANAs' liability, if any, may be limited, restricted, or excluded by the rights, responsibilities, and liability of Plaintiff and/or third parties, either by contract, statute, or equity.

FOR AN ADDITIONAL DEFENSE
(Recording Act)

15. Defendant BANA is the beneficiary of a valid secured interest in the Subject Property which is entitled to priority and protection under the Recording Act.

INCORPORATION

16. Defendant BANA hereby incorporates and asserts all defenses, counterclaims, set-offs, and credits pled by other parties in this action, to include any pleadings filed after this Answer, and specifically, without limitation, all defenses, counterclaims, set-offs, and credits pled to Plaintiff's claims, to the extent not inconsistent with its Answer herein and its denial of liability of any kind.

RESERVATION AND NON-WAIVER

17. Defendant BANA reserves and does not waive any additional or further defenses as may be revealed by additional information that may be acquired in discovery or otherwise.

WHEREFORE, having fully answered the Complaint, Defendant BANA prays that this Honorable Court inquire into the matters at issue:

1. Plaintiff's Complaint be dismissed in its entirety;
2. That the Court preserve and protect Defendant BANA's superior lien on the Subject Property evidenced by the Mortgage, and accord it all priorities required by law under the Recording Act;

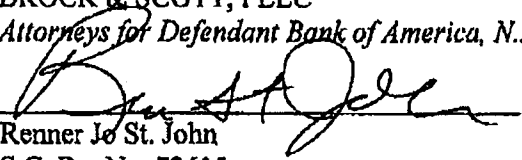
4. That the final foreclosure order and notice of sale issued by the Court in this case include the following language, to wit: "This foreclosure is ordered subject to that certain senior mortgage lien held by Bank of America, N.A., and recorded on November 25, 2002, in Book 1024, at Page 4218 – 4225, in the Darlington County Register of Deeds.";

5. Defendant BANA be provided written notice of all future or further pleadings, communications and scheduling regarding the above captioned case; and,

6. For such other and further relief as the Court may deem just and proper.

Respectfully submitted this the 27th day of January, 2016.

BROCK & SCOTT, PLLC
Attorneys for Defendant Bank of America, N.A.


Renner Jo St. John
S.C. Bar No. 72615
5121 Parkway Plaza Blvd.
Charlotte, NC 28217
Tel: (704) 643-0290; Fax: (704) 533-7225
Email: renner.st.john@brockandscott.com

FILED
2016 JAN 28 PM 2:25
SCOTT B. SUGGS
CLERK OF COURT/R.D.
DARLINGTON COUNTY, S.C.

STATE OF SOUTH CAROLINA)
)
COUNTY OF DARLINGTON)
)
)

Thomas E. Goodson, as Trustee)
of the Residuary Beneficiaries)
Trust of the Estate of Margaret S.)
Goodson and the Estate of Helen S.)
Goodson,)
)

PLAINTIFF)
)

VS.)
)

Harriet E. Wilmeth, Debra J.)
Freeman, Bank of America, N.A.)
Lumber Yard, Inc.,)
St. Bartholomew's Episcopal)
Church, Canal Wood, LLC,)
Alexander C. West, Alexander C)
West, Jr., Airport Technologies, LLC)
Mutual Savings Bank, State of)
South Carolina Department of)
Revenue, United States of America)
Acting through the Department of)
Treasury/Internal Revenue Service,)
Ford Motor Credit Company, LLC)
James Gandy, Estate of Amelia H.)
Anthony, Estate of Betty C. Wiggins,)
Portfolio Recovery Associ, South)
Carolina Department of Probation,)
Parole, and Pardon Services,)
Norwood C. Bizzell, Robert "B.W.")
Bizzell, William E. Bizzell, Mary)
Lathan Steele, and Vicki Eaddy)
)

DEFENDANT(S))
)

IN THE COURT OF COMMON PLEAS

ACTION NUMBER: 2015-CP-16-950

NOTICE OF HEARING

2016 FEB 16 PM 4:04
SCOTT B. S. 665
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

FILED

PLEASE TAKE NOTICE that a Hearing on the above matter has been
scheduled as follows:

PRESIDING: Carl A. Saleeby, Special Referee
DATE: 19th day of February, 2016
TIME: 11:00 o'clock A.M.
PLACE: Hartsville Magistrate Courtroom, 404 South
Fourth St., Hartsville, South Carolina

Hartsville, South Carolina
12th day of February, 2016



J. Alex Stanton, IV
STANTON LAW FIRM
Attorney for the Plaintiff
Post Office Drawer 70
Hartsville, South Carolina 29551
(843) 332-5171

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF DARLINGTON) C/A NO.: 15-CP-26-950

Thomas E. Goodson, as Trustee of the Residuary
Trust of the Estate of Margaret S. Goodson and the
Estate of Helen Goodson,

Plaintiffs,

vs.

Debra J. Freeman, et al.

Defendants.

2016 FEB 18 PM 2:19
SCOT F. BOGGS
CLERK OF COURT/NO. 0.
DARLINGTON COUNTY, S.C.

ANSWER OF THE DEFENDANT, DEBRA J. FREEMAN

The Defendant, Debra J. Freeman responds to the Complaint of the Plaintiff, Thomas E. Goodson, as Trustee of the Residuary Trust of the Estate of Margaret S. Goodson and the Estate of Helen Goodson as follows:

For A First Defense

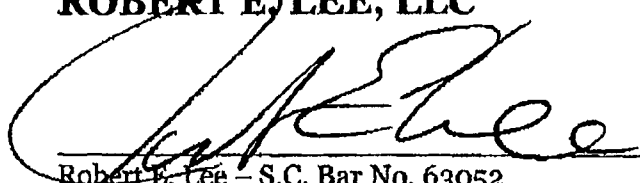
1. Any allegations not specifically admitted, modified or explained are denied.
2. The allegations of Paragraph 1 call for legal conclusions which this Defendant is neither required to admit nor deny. However, to the extent, if any, this Defendant is required to admit or deny the allegations of Paragraph 1, the allegations are denied.
3. The allegations of Paragraph 2 call for legal conclusions which this Defendant is neither required to admit nor deny. However, to the extent, if any, this Defendant is required to admit or deny the allegations of Paragraph 2, the allegations are denied.
4. This Defendant lacks sufficient information to admit or deny the allegations of Paragraph 3 and demands that they be established by proper proof.
5. This Defendant admits the allegations of Paragraph 4.
6. The allegations of Paragraphs 5, 6, 7, 8, 9, 10, 11 & 12 call for legal conclusions which this Defendant is neither required to admit nor deny. However, to the

extent, if any, this Defendant is required to admit or deny the allegations of Paragraphs 5, 6, 7, 8, 9, 10, 11 & 12, the allegations are denied.

7. This Defendant admits the allegations of Paragraphs 13 & 14.
8. The allegations of Paragraph 15 together with all of its subparts call for legal conclusions which this Defendant is neither required to admit nor deny. However, to the extent, if any, this Defendant is required to admit or deny the allegations of Paragraph 15 together with all of its subparts, the allegations are denied.
9. The allegations of Paragraphs 16, 17, 18, 19, 20, 21, 22, 23 & 24 call for legal conclusions which this Defendant is neither required to admit nor deny. However, to the extent, if any, this Defendant is required to admit or deny the allegations of Paragraphs 16, 17, 18, 19, 20, 21, 22, 23 & 24, the allegations are denied.

Wherefore the Defendants Pray the claims of the Plaintiff be dismissed with prejudice together with the cost of this action, such costs to include the Defendants' attorney's fees. That the Court and/or jury award such as the Court and/or jury believe to be just, fair and reasonable to compensate the Defendants with both actual and punitive damages together with the cost of this action, such costs to include the Defendants' attorney's fees and for any additional relief which the Court deems necessary and proper.

ROBERT E. LEE, LLC



Robert E. Lee - S.C. Bar No. 63052

Post Office Box 1096

Marion, South Carolina 29571

Telephone: (843) 423 - 1313

Facsimile: (843) 423 - 1397

rel@rellawfirm.com

February 15, 2016
Marion, South Carolina

**ATTORNEY FOR THE DEFENDANT
DEBRA J. FREEMAN**

2016 FEB 18 PM 2:19
CLERK OF COURT/ROD
DARLINGTON COUNTY, S.C.

Handwritten initials

STATE OF SOUTH CAROLINA)
COUNTY OF DARLINGTON)

IN THE COURT OF COMMON PLEAS
ACTION NUMBER: 2015-CP-16-950

Thomas E. Goodson, as Trustee
of the Residuary Beneficiaries
Trust of the Estate of Margaret S.
Goodson and the Estate of Helen S.
Goodson,

PLAINTIFF

AFFIDAVIT OF NO ANSWER

VS.

Harriet E. Wilmeth, Debra J.
Freeman, Bank of America, N.A.
Lumber Yard, Inc.,
St. Bartholomew's Episcopal
Church, Canal Wood, LLC,
Alexander C. West, Alexander C
West, Jr., Airport Technologies, LLC)
Mutual Savings Bank, State of
South Carolina Department of
Revenue, United States of America)
Acting through the Department of)
Treasury/Internal Revenue Service,)
Ford Motor Credit Company, LLC)
James Gandy, Estate of Amelia H.)
Anthony, Estate of Betty C. Wiggins,)
Portfolio Recovery Associ, South)
Carolina Department of Probation,)
Parole, and Pardon Services,)
Norwood C. Bizzell, Robert "B.W.")
Bizzell, William E. Bizzell, Mary)
Lathan Steele, and Vicki Eaddy)

DEFENDANT(S)

2016 FEB 19 AM 10:12
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

PERSONALLY APPEARS before me the undersigned, who being duly sworn, deposes and says that he is the attorney for the Plaintiff in the above entitled action; that on the 19th day of January, 2016, a True Copy of the Civil Action Coversheet, Notice of Lis Pendens, Summons and Notice, and Complaint (with Exhibits) in the above matter was duly served upon the Defendant, Harriett E. Wimeth, by Personal Service and that a period of more than thirty (30) days has expired since such service, and, that no Answer, Demurrer or pleadings have not been received from the aforesaid Defendant.

Hartsville, South Carolina

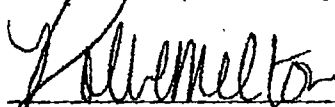
19th day of February, 2016.

STANTON LAW FIRM

By: _____

J. Alex Stanton, II
Post Office Drawer 70
Hartsville, SC 29551
(843) 332-5171
Attorney for the Plaintiff

SWORN TO and subscribed before
me this 19th day of February, 2016.



Notary Public for South Carolina
My Commission Expires: 5/28/23

9/28

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF DARLINGTON) C/A NO.: 15-CP-46-950

Thomas E. Goodson, as Trustee of the Residuary)
Trust of the Estate of Margaret S. Goodson and the)
Estate of Helen Goodson,)
Plaintiffs,)
vs.)
Debra J. Freeman, et al.)
Defendants.)

**AMENDED ANSWER AND CROSS-CLAIM OF THE
DEFENDANT, DEBRA J. FREEMAN**

The Defendant, Debra J. Freeman responds to the Complaint of the Plaintiff, Thomas E. Goodson, as Trustee of the Residuary Trust of the Estate of Margaret S. Goodson and the Estate of Helen Goodson as follows:

For A First Defense

1. Any allegations not specifically admitted, modified or explained are denied.
2. The allegations of Paragraph 1 call for legal conclusions which this Defendant is neither required to admit nor deny. However, to the extent, if any, this Defendant is required to admit or deny the allegations of Paragraph 1, the allegations are denied.
3. The allegations of Paragraph 2 call for legal conclusions which this Defendant is neither required to admit nor deny. However, to the extent, if any, this Defendant is required to admit or deny the allegations of Paragraph 2, the allegations are denied.
4. This Defendant lacks sufficient information to admit or deny the allegations of Paragraph 3 and demands that they be established by proper proof.
5. This Defendant admits the allegations of Paragraph 4.
6. The allegations of Paragraphs 5, 6, 7, 8, 9, 10, 11 & 12 call for legal conclusions which this Defendant is neither required to admit nor deny. However, to the

extent, if any, this Defendant is required to admit or deny the allegations of Paragraphs 5, 6, 7, 8, 9, 10, 11 & 12, the allegations are denied.

7. This Defendant admits the allegations of Paragraphs 13 & 14.
8. The allegations of Paragraph 15 together with all of its subparts call for legal conclusions which this Defendant is neither required to admit nor deny. However, to the extent, if any, this Defendant is required to admit or deny the allegations of Paragraph 15 together with all of its subparts, the allegations are denied.
9. The allegations of Paragraphs 16, 17, 18, 19, 20, 21, 22, 23 & 24 call for legal conclusions which this Defendant is neither required to admit nor deny. However, to the extent, if any, this Defendant is required to admit or deny the allegations of Paragraphs 16, 17, 18, 19, 20, 21, 22, 23 & 24, the allegations are denied.

For A Second Defense and Crossclaim

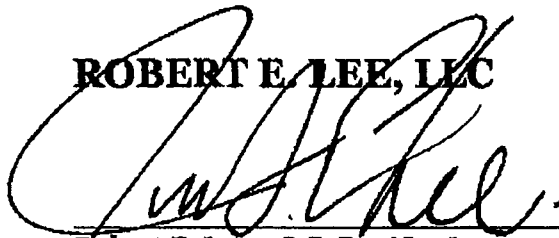
(Against Defendant Harriett E. Wilmeth)

10. All of this Defendant's previous responses are re-plead as if appearing here verbatim.
11. The Defendant, Harriet E. Wilmeth ("Wilmeth") owns the real property in this matter which is located in Darlington County, South Carolina with the Defendant, Debra J. Freeman ("Freeman").
12. The real property was purchased by Wilmeth and Freeman and both resided in the house located on the real property and entered into an agreement whereby each would contribute to the upkeep, payment of household expenses, mortgage payments and real property taxes.
13. Wilmeth was sentenced and incarcerated upon conviction in 09-GS-16-690 to a term of years in the South Carolina Department of Corrections. Upon release Wilmeth failed to pay any of the upkeep, payment of household expenses, mortgage payments and real property taxes on the real property at issue in this matter.
14. Freeman has incurred and paid in excess of \$150,000.00 for upkeep, payment of household expenses, mortgage payments and real property taxes on the real property at issue in this matter.

15. Wilmeth has breached her agreement with Freeman and therefore Freeman is entitled to a judgment against Wilmeth for \$75,000.00 together with prejudgment interest in an amount to be determined by the Court.

Wherefore the Defendants Pray the claims of the Plaintiff be dismissed with prejudice together with the cost of this action, such costs to include the Defendants' attorney's fees, the Court enter judgment against the Defendant Wilmeth for \$75,000.00 plus prejudgment interest and for any additional relief which the Court deems necessary and proper.

ROBERT E. LEE, LLC



Robert E. Lee – S.C. Bar No. 63052
Post Office Box 1096
Marion, South Carolina 29571
Telephone: (843) 423 - 1313
Facsimile: (843) 423 - 1397
rel@rellawfirm.com

February 15, 2016
Marion, South Carolina

**ATTORNEY FOR THE DEFENDANT
DEBRA J. FREEMAN**

FILED
2016 MAR 21 PM 2:11
CLERK OF COURT
DANIELSON COUNTY, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON

Thomas E. Goodson, as Trustee of the Residuary
Beneficiaries Trust of the Estate of Margaret S.
Goodson and the Estate of Helen S. Goodson,
Plaintiff,

vs.

Harriet E. Wilmeth; Debra J. Freeman; Bank of
America, N.A.; Lumbar Yard, Inc.; Canal Wood, LLC;
St. Bartholomew's Episcopal Church; Airport
Technologies, LLC; Alexander C. West, Jr.; Alexander
C. West; Mutual Savings Bank; State of South Carolina
Department of Revenue; United States of America
Acting through the Department of Treasury/Internal
Revenue Service; Ford Motor Credit Company, LLC;
James Gandy; Estate of Amelia H. Anthony; Estate of
Betty C. Wiggins; Portfolio Recovery Associates;
South Carolina Department of Probation, Parole and
Pardon Services; Norwood C. Bizzell; Robert "B.W."
Bizzell; William E. Bizzell; Mary Lathan Steele; Vicki
Eaddy,
Defendants.

TO: ALL APPEARING PARTIES:

YOU WILL PLEASE TAKE NOTICE that the Defendant, by and through its undersigned attorney, will, on the tenth (10th) day after service hereof, or as soon thereafter as counsel may be heard, move before the Honorable Carl A. Saleeby, as Special Referee for Darlington County, for an Order pursuant to Rule 56 of the South Carolina Rules of Civil Procedure granting the Defendant, Bank of America, N.A., partial summary Judgment as to the validity and priority of its mortgage lien in this action. This Motion is made upon the grounds that there is no genuine issue as to any material fact and that the Defendant is entitled to judgment as a matter of law.

This Motion is supported by the South Carolina Rules of Civil Procedure, relevant case law, and any discovery, affidavits, or memoranda presented.

Date:

January 24, 2017

IN THE COURT OF COMMON
PLEAS
C/A NO.: 2015-CP-16-00950

NOTICE OF MOTION AND
MOTION FOR SUMMARY
JUDGMENT OF DEFENDANT
BANK OF AMERICA, N.A. AS
TO LIEN VALIDITY AND
PRIORITY

2017 JAN 27 PM 3:14
CLERK OF COURT
SOUTH CAROLINA



Caroline R. Glenn
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540 Fax 803-454-3541
Attorneys for Bank of America, N.A.



B&S No.: 16-00380 CXLIT01

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON

IN THE COURT OF COMMON PLEAS
C/A NO.: 2015-CP-16-00950

Thomas E. Goodson, as Trustee of the Residuary
Beneficiaries Trust of the Estate of Margaret S.
Goodson and the Estate of Helen S. Goodson,
Plaintiff,

vs.

Harriet E. Wilmeth; Debra J. Freeman; Bank of
America, N.A.; Lumbar Yard, Inc.; Canal Wood,
LLC; St. Bartholomew's Episcopal Church;
Airport Technologies, LLC; Alexander C. West,
Jr.; Alexander C. West; Mutual Savings Bank;
State of South Carolina Department of Revenue;
United States of America Acting through the
Department of Treasury/Internal Revenue
Service; Ford Motor Credit Company, LLC;
James Gandy; Estate of Amelia H. Anthony;
Estate of Betty C. Wiggins; Portfolio Recovery
Associates; South Carolina Department of
Probation, Parole and Pardon Services; Norwood
C. Bizzell; Robert "B.W." Bizzell; William E.
Bizzell; Mary Lathan Steele; Vicki Eaddy,
Defendants.

**MEMORANDUM IN THE SUPPORT
OF DEFENDANT BANK OF
AMERICA, N.A.'S MOTION FOR
SUMMARY JUDGMENT**

2015 JUN 27 PM 3:14
CLERK OF COURT
SOUTH CAROLINA
COUNTY OF DARLINGTON

I. INTRODUCTION AND FACTS

On or about November 18, 2002, Harriet E. Wilmeth and Debra J. Freeman executed, and delivered to the Bank of America, N.A. a certain Mortgage Note ("Note") in writing wherein and whereby the Defendants promised to pay to the Plaintiff, the principal sum of \$234,666.00 together with interest at an adjustable interest rate with an initial interest rate of 5.5% per annum on the unpaid balance; said principal and interest being payable in monthly installments until the said Note is fully paid. A copy of the Note is attached hereto and incorporated herein as Exhibit "1".

In order to secure the payment of said Note, the said Harriet E. Wilmeth and Debra J. Freeman, did on the same date, to wit, November 18, 2002, make, execute, and deliver to Bank of America, N.A., its successors and assigns, a certain real estate Mortgage ("Mortgage") covering

real property located in Darlington County, South Carolina as more fully described Mortgage. The Mortgage was recorded November 25, 2002 in the ROD's Office for Darlington County in Book 1024 at page 4218. The Mortgage evidences and secures the repayment of money advanced by the Mortgagee to, or on behalf of, the mortgagors and constitutes a purchase money first lien on the Mortgaged premises. A copy of the Mortgage is attached hereto and incorporated herein as Exhibits "2".

Subsequently, Harriet E. Wilmeth and Debra J. Freeman did make, execute and deliver to Bank of America, N.A., its successors and assigns, a certain Loan Modification Agreement, dated 09/24/2009, amending and supplementing the Note and Mortgage described above. By virtue of the Loan Modification Agreement, the unpaid principal balance was modified to \$162,646.64, together with interest at the rate of 5.5% per annum on the unpaid balance. A copy of the Loan Modification Agreement is attached hereto and incorporated herein as Exhibits "3".

On December 22, 2015, the Plaintiff filed his Lis Pendens, Summons, and Complaint for foreclosure of certain judgment liens. Neither the Plaintiff nor any Defendants challenge the validity or first lien priority of Bank of America, N.A.'s Mortgage. This memorandum will reflect that Bank of America, N.A. is entitled to summary judgment as to the validity and priority of its Mortgage.

II. DISCUSSION

- 1. The validity and first lien priority of Bank of America, N.A.'s Mortgage over the subject property are uncontested.**

The copies of the Note and Mortgage firmly establish the validity and priority of Bank of America, N.A.'s Mortgage and said facts are unchallenged. As such there are no material issues

of fact and summary judgment is appropriate. Summary judgment is appropriate when "there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Rule 56(c), South Carolina Rules of Civil Procedure.

III. CONCLUSION

The validity and priority of Bank of America's Mortgage are unchallenged. When taken as a whole, no material issue of fact remains to be decided. Thus, when no issue of material fact exists, the appropriate action is Summary Judgment. Spencer v. Miller, 259 S.C. 453, 192 S.E.2d 863 (1972). Accordingly, Bank of America, N.A. prays that the Court award it Summary Judgment as to these issues.

Respectfully Submitted,



Caroline R. Glenn
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540 Fax 803-454-3541
Attorneys for Bank of America, N.A.

Columbia, SC

Date: January 24, 2017

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON

Thomas E. Goodson, as Trustee of the Residuary
Beneficiaries Trust of the Estate of Margaret S.
Goodson and the Estate of Helen S. Goodson,

Plaintiff,

vs.

Harriet E. Wilmeth; Debra J. Freeman; Bank of
America, N.A.; Lumbar Yard, Inc.; Canal Wood, LLC;
St. Bartholomew's Episcopal Church; Airport
Technologies, LLC; Alexander C. West, Jr.; Alexander
C. West; Mutual Savings Bank; State of South Carolina
Department of Revenue; United States of America
Acting through the Department of Treasury/Internal
Revenue Service; Ford Motor Credit Company, LLC;
James Gandy; Estate of Amelia H. Anthony; Estate of
Betty C. Wiggins; Portfolio Recovery Associ; South
Carolina Department of Probation, Parole and Pardon
Services; Norwood C. Bizzell; Robert "B.W." Bizzell;
William E. Bizzell; Mary Lathan Steele; Vicki Eaddy,

Defendant(s).

IN THE COURT OF COMMON
PLEAS

C/A NO.: 2015-CP-16-00950

**NOTICE OF HEARING ON
DEFENDANT'S MOTION FOR
SUMMARY JUDGMENT**

YOU WILL PLEASE TAKE NOTICE THAT, by virtue of the Order of Reference issued in the
above-entitled cause, the Honorable Carl A. Saleeby, Special Referee for Darlington County, has
appointed March 9, 2017 at 1:00PM at 1 Public Square, 5th Floor Grand Jury Room, Darlington,
SC 29532 as the time and place for holding a Hearing on the Defendant Bank of America, N.A.'s
Motion for Summary Judgment, at which time and place all interested parties will appear.

Caroline Glenn

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

FILED
FEB 16 AM 9:45

Dated: 2/14, 2017

16-00380

STATE OF SOUTH CAROLINA)
COUNTY OF DARLINGTON)

Thomas E. Goodson, as Trustee)
of the Residuary Beneficiaries)
Trust of the Estate of Margaret S.)
Goodson and the Estate of Helen S.)
Goodson,)

PLAINTIFF)

VS.)

Harriet E. Wilmeth, Debra J.)
Freeman, Bank of America, N.A.)
Lumber Yard, Inc.,)
St. Bartholomew's Episcopal)
Church, Canal Wood, LLC,)
Alexander C. West, Alexander C)
West, Jr., Airport Technologies, LLC)
Mutual Savings Bank, State of)
South Carolina Department of)
Revenue, United States of America)
Acting through the Department of)
Treasury/Internal Revenue Service,)
Ford Motor Credit Company, LLC)
James Gandy, Estate of Amelia H.)
Anthony, Estate of Betty C. Wiggins,)
Portfolio Recovery Associ, South)
Carolina Department of Probation,)
Parole, and Pardon Services,)
Norwood C. Bizzell, Robert "B.W.")
Bizzell, William E. Bizzell, Mary)
Lathan Steele, and Vicki Eaddy)

DEFENDANT(S))

IN THE COURT OF COMMON PLEAS

ACTION NUMBER: 2015-CP-16-950

NOTICE OF HEARING

2017 MAR -6 PM 1:48
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

FILED

PLEASE TAKE NOTICE that a Hearing on the merits in the above matter has been scheduled as follows:

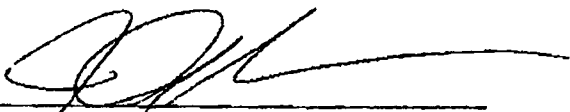
PRESIDING: Carl A. Saleeby, Special Referee

DATE: March 9, 2017

TIME: 1:00 P.M.

PLACE: Darlington City Courthouse
1 Public Square, 5th Floor Grand Jury Room,
Darlington, South Carolina 29532

Hartsville, South Carolina
2nd day of March, 2017



J. Alex Stanton, IV
STANTON LAW FIRM
Attorney for the Plaintiff
Post Office Drawer 70
Hartsville, South Carolina 29551
(843) 332-5171

FILED

2017 MAR -6 PM 4:03
SCOTT B. SUGGS
CLERK OF COURT/R.O.B.
DARLINGTON COUNTY, S.C.

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF DARLINGTON) C/A NO.: 15-CP-26-950

Thomas E. Goodson, as Trustee of the Residuary)
Trust of the Estate of Margaret S. Goodson and the)
Estate of Helen Goodson,)
Plaintiffs,)
vs.)
Harriet E. Wilmeth, et al.)
Defendants.)

**DEFENDANT DEBRA J. FREEMAN'S MOTION TO
DISMISS PURSUANT TO RULE 12(C), SCRPC**

TO: THE PLAINTIFF ABOVE-NAMED, by and through its attorney J. Alex Stanton:

YOU WILL PLEASE TAKE NOTICE that the Defendant Debra J. Freeman moves the Court for a dismissal of Plaintiff's claims against her pursuant to the provisions of Rule 12(c), *South Carolina Rules of Civil Procedure*.

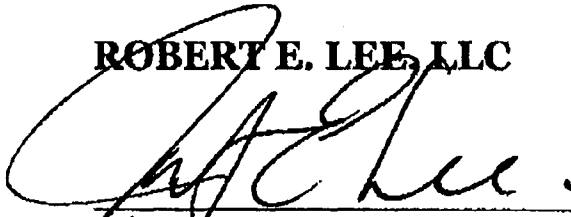
In support of her motion, the Defendant would show unto the Court as follows:

1. That Plaintiff's claims against the Defendant arise out of judgments entered against a co-defendant Harriet E. Wilmeth;
2. That as set forth in Paragraphs five (5) and seven (7) of Plaintiff's Complaint the subject judgments of this action were filed on February 20, 2006;
3. That more than ten years have elapsed since the filing of Plaintiff's judgments;
4. That the legal effect of the judgments have now expired pursuant to SC Code §15-38-810; and
5. That Plaintiff's Complaint against Defendant Debra J. Freeman must be dismissed pursuant to the holding in *Wells ex rel. A.C. Sutton Sons, Inc. v. Sutton*, 382 S.E.2d 14, 299 S.C. 19 (S.C. App., 1989).

FILED
2017 MAR -8 PM 3:05
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

Wherefore the Defendant, Debra J. Freeman, prays that the Court dismiss Plaintiff's Complaint and the claims asserted against her.

ROBERT E. LEE, LLC



Robert E. Lee – S.C. Bar No. 63052
Post Office Box 1096
111 Witcover Street
Marion, South Carolina 29571
Telephone: (843) 423 - 1313
Facsimile: (843) 423 - 1397
rel@rellawfirm.com

Marion, South Carolina
March 8, 2017

**ATTORNEY FOR THE DEFENDANT
DEBRA J. FREEMAN**

FILED
2017 MAR -8 PM 3:05
SCOTT B. SUGGS
CLERK OF COURT/R.D.O.
DARLINGTON COUNTY, S.C.

RULE 12
DEFENSES AND OBJECTIONS - WHEN AND HOW PRESENTED -
BY PLEADING OR MOTION - MOTION FOR JUDGMENT ON PLEADINGS

(a) When Presented. A defendant shall serve his answer within 30 days after the service of the complaint upon him, unless the Court directs otherwise when service of process is made pursuant to Rule 4(e), and provided further that the State of South Carolina shall answer or otherwise respond to an application for post-conviction relief within 60 days after service of the application, if it arises out of a guilty plea, and 90 days if it arises out of a trial. A party served with a pleading stating a cross-claim against him shall serve an answer thereto within 30 days after the service upon him. The plaintiff shall serve his reply to a counterclaim in the answer within 30 days after service of the answer or, if a reply is ordered by the court, within 30 days after service of the order, unless the order otherwise directs. The service of a motion permitted under this rule alters these periods of time as follows, unless a different time is fixed by order of the Court: (1) if the Court denies the motion or postpones its disposition until the trial on the merits, the responsive pleading shall be served within 15 days after notice of the Court's action; (2) if the Court grants a motion for a more definite statement the responsive pleading shall be served within 15 days after the service of the more definite statement, and a responsive pleading, if necessary, shall be served within 15 days after notice of the court's action on a motion to strike.

Note:

This Rule 12(a) is identical to the Federal Rule except that it changes the time to answer from 20 to 30 days, and the time to plead after motion denied from 10 to 15 days. No other changes in State practice are affected by the Rule.

Note to 1986 Amendment:

The amendment to Rule 12(a)(2) sets the time for response after a motion to strike at 15 days, which is the same time set for pleading after a successful motion for a more definite statement.

Note to 1995 Amendment:

Rule 12(a) is amended to provide special time periods for the State to respond to applications for post-conviction relief because the thirty day time period for civil litigation is often extended so that the State may obtain a transcript of the proceeding before responding.

(b) How Presented. Every defense, in law or fact, to a cause of action in any pleading, whether a claim, counterclaim, cross-claim, or third-party claim, shall be asserted in the responsive pleading thereto if one is required, except that the following defenses may at the option of the pleader be made by motion: (1) lack of jurisdiction over the subject matter, (2) lack of jurisdiction over the person, (3) improper venue, (4) insufficiency of

process, (5) insufficiency of service of process, (6) failure to state facts sufficient to constitute a cause of action, (7) failure to join a party under Rule 19, (8) another action is pending between the same parties for the same claim. A motion making any of these defenses shall be made before pleading if a further pleading is permitted. No defense or objection is waived by being joined with one or more other defenses or objections in a responsive pleading or motion. If a pleading sets forth a cause of action or defense to which an adverse party is not required to serve a responsive pleading, he may assert at the trial any defense in law or fact to that cause of action or defense. If, on a motion asserting the defense numbered (6) to dismiss for failure of the pleading to state facts sufficient to constitute a cause of action, matters outside the pleading are presented to and not excluded by the Court, the motion shall be treated as one for summary judgment and disposed of as provided in Rule 56, and all parties shall be given reasonable opportunity to present all material made pertinent to such a motion by Rule 56.

Note:

This important Rule 12(b) enables a party to: (1) raise by motion or answer all of the defenses now raised by demurrer, and (2) eliminates the necessity of the awkward "special appearance to object to jurisdiction" under present State practice. The motion should be made before answer for early disposition of cases; but the defenses enumerated may be made in the responsive pleading and are not waived by being stated in a pleading rather than by motion. The last sentence eliminates the so-called "speaking demurrer" at trial, by treating such late motion as a motion for Summary Judgment under Rule 56.

Note to 1986 Amendment:

The amendment to the fourth sentence of Rule 12(b) clarifies the litigant's right to assert at trial any defenses as well as any claims he could have raised in a permissive pleading but chose not to do so. Consequently, the election not to reply to an affirmative defense does not waive the right to contest that affirmative defense.

(c) Motion for Judgment on the Pleadings. After the pleadings are closed but within such time as not to delay the trial, any party may move for judgment on the pleadings. If, on a motion for judgment on the pleadings, matters outside the pleadings are presented to and not excluded by the Court, the motion shall be treated as one for summary judgment and disposed of as provided in Rule 56, and all parties shall be given reasonable opportunity to present all material made pertinent to such a motion by Rule 56.

Note:

This Rule 12(c) preserves the present common law practice in this State; and it is more important than the Federal Rule, because of the requirement for fact pleading. It may also be treated as a motion for summary judgment in proper circumstances.

(d) Preliminary Hearings. The defenses specifically enumerated (1)-(8) in subdivision (b) of this rule, whether made in a pleading or by motion, motions for judgment on the pleadings under subdivision (c) of this rule, and motions for summary judgment under Rule 56, shall be heard and determined before trial on application of any party, unless the Court orders that the hearing and determination thereof be deferred until the trial.

Note:

This Rule 12(d) is the same as the Federal Rule, and assures timely disposal of 12(b) and 12(c) motions to dismiss or for judgment prior to trial.

(e) Motion for More Definite Statement. If a pleading to which a responsive pleading is permitted is so vague or ambiguous that a party cannot reasonably be required to frame a responsive pleading, he may move for a more definite statement before interposing his responsive pleading. The motion shall point out the defects complained of and the details desired. If the motion is granted and the order of the Court is not obeyed within 15 days after notice of the order or within such other time as the Court may fix, the Court may strike the pleading to which the motion was directed or make such order as it deems just.

Note:

This Rule 12(e) is the same as the Federal Rule and effects no change in present practice, except time for compliance is changed from 10 days to 15 days.

(f) Motion to Strike. Upon motion pointing out the defects complained of, and made by a party before responding to a pleading or, if no responsive pleading is required within 30 days after the service of the pleading upon him or upon the court's own initiative, at any time the court may order stricken from any pleading any insufficient defense or any redundant, immaterial, impertinent or scandalous matter.

Note:

This Rule 12(f) preserves present State practice under Code § 15-13-60 and > § 15-13-440 verbatim.

Note to 1986 Amendment:

The amendment to Rule 12(f) makes clear that a motion to strike must point out the defects complained of, and is consistent with the language of Rule 12(e).

(g) Consolidation of Defenses in Motion. A party who makes a motion under this rule may join with it any other motions herein provided for and then available to him. If a party makes a motion under this rule but omits therefrom any defense or objection then available to him which this rule permits to be raised by motion, he shall not thereafter

make a motion based on the defense or objection so omitted, except a motion as provided in subdivision (h)(2) hereof on any of the grounds there stated.

Note:

This Rule 12(g) is the same as the Federal Rule. It is new material to help prevent piecemeal presentation of defenses by separate motions.

(h) Waiver or Preservation of Certain Defenses.

(1) A defense of lack of jurisdiction over the person, improper venue, insufficiency of process, insufficiency of service of process, or that another action is pending between the same parties for the same claim is waived (A) if omitted from a motion in the circumstances described in subdivision (g) or (B) if it is neither made by motion under this rule nor included in a responsive pleading or an amendment thereof permitted by Rule 15(a) to be made as a matter of course.

(2) A defense of failure to state a cause of action upon which relief can be granted, a defense of failure to join a party indispensable under Rule 19, and an objection of failure to state a legal defense to a claim may be made in any pleading permitted or ordered under Rule 7(a), or by motion for judgment on the pleadings, or at the trial on the merits.

(3) Whenever it appears by suggestion of the parties or otherwise that the court lacks jurisdiction of the subject matter, the court shall dismiss the action.

Note:

This Rule 12(h) should be read together with Rule 12(g) in defining those defenses which are waived if not presented by pleading or motion.

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Page 14

382 S.E.2d 14

299 S.C. 19

**James F. WELLS, Special Receiver, ex
rel A.C. SUTTON & SONS,
INC., Plaintiff,**
v.

**A.C. SUTTON, III, T.D. Sutton, Rebecca
Sutton and Sutton
Redi-Mix Concrete Supply Company, a
Partnership,
Defendant.**

**In re TURNER-COLEMAN, INC.,
Appellant,**

v.

**A.C. SUTTON & SONS, INC.,
Respondent.**

No. 1364.

Court of Appeals of South Carolina.

Heard May 17, 1989.

Decided July 3, 1989.

Page 15

[299 S.C. 20] Brian L. Boger, Columbia,
for appellant.

John C. Hayes, III, Rock Hill, for
respondent.

CURETON, Judge:

The case concerns efforts to collect a money judgment. Turner-Coleman Inc. obtained a jury verdict for \$19,861 against A.C. Sutton & Sons Inc. on June 7, 1977. Since that time Turner has engaged in an effort to trace assets of Sutton & Sons and have a receiver appointed to bring suit to recover the assets from former officers of the company. A receiver was ultimately appointed and a suit was filed. However, summary judgment was granted against Turner because the trial court held the judgment debt upon which the litigation was based expired prior to the trial of the receiver's suit. The sole issue presented on appeal is whether the trial court erred in dismissing the action because the "statute of

limitations" should have been tolled by the appeals taken by Sutton & Sons during the tenure of the action. We affirm.

A history of this case is necessary. The jury verdict was obtained on June 7, 1977. Sutton & Sons filed a notice of intent to appeal on June 14, 1977. No petition for a supersedeas was filed. The judgment was enrolled on October 24, 1977, and execution was issued on October 28, 1977. A Certificate of No Return on the appeal was issued on November 9, 1977. A nulla bona return was issued on the execution on November 22, 1977.

Turner filed a petition for the appointment of a receiver on December 13, 1977. The trial court referred the matter to a special referee. The record indicates discovery was undertaken and several hearings were held before the special referee during 1978. The special referee filed a report recommending the appointment of a receiver on October 20, 1978. Sutton & Sons excepted to the recommendation. A hearing was held in circuit court on May 30, 1979, concerning the recommendation. An order was issued on November 1, 1979, appointing a receiver with full power and authority to inquire into and report upon the distribution of corporate [299 S.C. 21] assets of Sutton & Sons. The receiver issued a report on January 28, 1982, recommending action be taken to collect funds used by the officers and directors in contravention of payment to the creditors of the corporation.

Sutton filed exceptions to this recommendation on February 8, 1982. A hearing was held on March 15, 1982. By order dated November 23, 1982, the circuit court upheld the report of the receiver and empowered him to commence such actions as he deemed appropriate.

Sutton filed a notice of intent to appeal from the trial court's order of November 23, 1982. A Certificate of No Return was issued

by the Supreme Court on March 29, 1983. A complaint was filed by the receiver on October 17, 1983, and an answer was filed on November 20, 1984. A motion for summary judgment not of relevance to this appeal was heard in March of 1985. The case finally came for trial in December of 1987. By that time Sutton had filed a motion to supplement its answer to assert a defense that no lien was enforceable against Sutton & Sons by virtue of the elapsing of ten years since the judgment. Sutton also orally moved for summary judgment on this defense. Turner resisted the motion on the ground that the time during which the judgment sought to be collected was on appeal would toll the running of the ten year period.

The trial court granted the motion to supplement the answer and the motion for summary judgment. The trial court found no authority to allow the tolling of the ten year period. The court's order cites Sections 15-35-810 and 15-39-30 in support of the proposition that a judgment is only enforceable for a period of ten years and the period cannot be renewed.

Page 16

There are two periods when an appeal was filed by Sutton & Sons. The first is after the jury verdict in 1977 and the second is after the appointment of the receiver in 1982. In both appeals a Certificate of No Return was issued. See Supreme Court Rule 1, Section 5.

The 1977 appeal is not relevant because the trial court held the ten year period of the judgment began in October, 1977, when the judgment was enrolled. The 1982 appeal involved approximately a four month period between the date of the notice of intent to appeal and the certificate of no return.

[299 S.C. 22] Both parties agree a judgment in South Carolina expires at the end of ten years. A judgment represents a judicial declaration that a judgment debtor is

personally indebted to a judgment creditor for a sum of money. *Ducker v. Standard Supply Co., Inc.*, 280 S.C. 157, 311 S.E.2d 728 (1984). A judgment entered upon the book of abstracts and duly indexed constitutes a lien upon the real estate of the judgment debtor located in the county where the judgment is indexed for a period of ten years. Section 15-35-810, Code of Laws of South Carolina, 1976. Executions may be issued within ten years from the date of the original entry of the judgment. Section 15-39-30; see *Mitchell v. Mitchell*, 266 S.C. 196, 222 S.E.2d 499 (1976). "The execution is [the] only process to enforce the judgment, and it cannot have active energy unless the underlying judgment has a lien." *Chester & Cheraw R.R. Co. v. Marshall*, 40 S.C. 59, 63, 18 S.E. 247, 249 (1893). *The South Carolina Supreme Court has indicated a judgment is utterly extinguished after the expiration of ten years from the date of entry.* *Hardee v. Lynch*, 212 S.C. 6, 46 S.E.2d 179 (1948) (discussing effect of Act No. 516, 1946 S.C. Acts 1436); cf. *Garrison v. Owens*, 258 S.C. 442, 189 S.E.2d 31 (1972) (*judgment lien on real estate is absolutely extinguished after expiration of ten years from date of entry and the bringing of an action to enforce the lien will not preserve it beyond time fixed by statute if such time expires before action is tried*).

In light of Hardee and Garrison we concur with the trial court's decision to grant summary judgment to Sutton & Sons on the ground the judgment was extinguished after ten years from the date of its entry. In affirming the trial court, this court emphasizes it does not condone efforts by judgment debtors to secrete assets to avoid payment of judgments. Likewise, this court does not criticize appropriate use of the appellate process to obtain review of orders or decisions issued by the circuit court. *The reason for our holding is simply our recognition of the public policy of this State as*

expressed in the statutes to limit the life of judgments to ten years. A judgment creditor should recognize this policy and proceed expeditiously to conclude his efforts to collect his judgment within the ten year period.

[299 S.C. 23] The decision of the trial court is

AFFIRMED.

GARDNER and GOOLSBY, JJ., concur.

last

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS
FOURTH JUDICIAL CIRCUIT

COUNTY OF DARLINGTON)

CASE NO.: 2015-CP-16-00950

Thomas E. Goodson, as Trustee of the
Residuary Beneficiaries Trust of the Estate of
Margaret S. Goodson and the Estate of Helen
S. Goodson,

MOTION AND ORDER INFORMATION

Plaintiff,)

FORM AND COVERSHEET

vs.)

Debra J. Freeman, et al.)

Defendant.)

Plaintiff's Attorney:

J. Alex Stanton, IV, Bar No. _____

Address:

P. O. Drawer 70, Hartsville, SC 29551

Phone: (843) 332-5171 Fax _____

E-mail: stanjon@bellsouth.net Other: _____

Defendant's Attorney:

Robert E. Lee, Bar No. 63052

Address:

P. O. Box 1096, Marion, SC 29571

Phone: (843) 423-1313 Fax (843) 423-1397

E-mail: rel@rellawfirm.com Other: _____

☒ **MOTION HEARING REQUESTED** (attach written motion and complete SECTIONS I and III)

☐ **FORM MOTION, NO HEARING REQUESTED** (complete SECTIONS II and III)

☐ **PROPOSED ORDER/CONSENT ORDER** (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Motion to Dismiss Pursuant to Rule 12(c)

Estimated Time Needed: 15 Minutes

Court Reporter Needed: ☒ YES / ☐ NO

SECTION II: Motion/Order Type

☒ Written motion attached

☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☐ Plaintiff / ☒ Defendant

March 8, 2017

Date submitted

SECTION III: Motion Fee

☒ **PAID - AMOUNT: \$** _____

☐ **EXEMPT:**

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SC CP)

☐ Proposed order submitted at request of the court; or,

reduced to writing from motion made in open court per judge's

Name of Court Reporter: _____

☐ Other: _____

JUDGE'S SECTION

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

☐ Other: _____

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

☐ **MOTION FEE COLLECTED: \$** _____

FILED
2017 MAR-8 PM 3:05
SCOTT B. SUGGS
CLERK OF COURT/ROB.
DARLINGTON COUNTY, S.C.

NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM DARLINGTON COUNTY
Court of Common Pleas

Carl A. Saleeby, Special Referee

Case No. 2015-CP-16-950

RECEIVED

APR 19 2017

SC Court of Appeals

Thomas E. Goodson, as
Trustee of the Residuary Beneficiaries
Trust of the Estate of Margaret S.
Goodson and the Estate of Helen S.
Goodson,

Respondent,

vs.

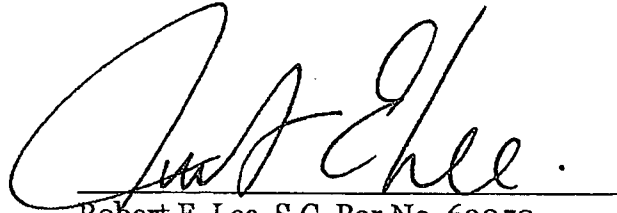
Harriet E. Wilmeth, Debra J. Freeman,
Bank of America, N.A. Lumber Yard, Inc.,
St. Bartholomew's Episcopal Church,
Canal Wood, LLC, Alexander C. West,
Alexander C. West, Jr., Airport
Technologies, LLC, Mutual Savings Bank,
State of South Carolina Department of
Revenue, United States of America Acting
through The Department of
Treasury/Internal Revenue Service, Ford
Motor Credit Company, LLC, James Gandy,
Estate of Amelia H. Anthony, Estate of Betty
C. Wiggins, Portfolio Recovery Association,
South Carolina Department of Probation,
Parole, and Pardon Services, Norwood
C. Bizzell, Robert "B. W." Bizzell,
William E. Bizzell, Mary Lathan Steele, and
Vicki Eaddy,

Appellants.

NOTICE OF APPEAL

Debra J. Freeman, by and through her undersigned attorneys, appeals the Final Order of Carl A. Saleeby, Special Referee, dated April 6, 2017. Appellant received a copy of the Order on April 12, 2017. A copy of the Final Order against which appeal is made is attached hereto and made part of this Notice by reference.

April 18, 2017



Robert E. Lee, S.C. Bar No. 63052

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Marion, South Carolina 29571

Tel: 843.423.1313/Fax: 843.423.1397

Brittany C. Moore, S.C. Bar No. 102780

Kenneth R. Moss, S.C. Bar No. 15520

WRIGHT, WORLEY, POPE,

EKSTER & MOSS, PLLC

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Tel: 843.281.9901/Fax: 843.281.9903

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Other Counsel of Record and Parties:

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Mr. Chad Burgess and Ms. Caroline Glenn

Brock & Scott, PLLC

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Columbia, South Carolina 29210

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Attorney for Lumber Yard, Inc.

Mr. John R. Case
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Attorney for St. Bartholomew's Episcopal Church

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Alexander C. West, Jr.*

Mr. Theodore Von Keller Crawford & Von Keller
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Attorney for Airport Technologies, LLC

Haynsworth, Sinkler & Boyd
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Department of Revenue*

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Mr. D. Malloy McEachin, Jr.
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Florence, South Carolina 29502
Attorney for the Estate of Amelia H. Anthony

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Hartsville, South Carolina 29550

Mr. William E. Bizzell
1422 Waxhaw Way
Hartsville, South Carolina 29550

Mrs. Mary Lathan Steele
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Mr. J. Alex Stanton
Stanton Law Firm
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Hartsville, South Carolina 29550
Attorney for the Respondent

STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
)
COUNTY OF DARLINGTON) C/A No. 15-CP-16-950

Thomas E. Goodson,
as Trustee of the Residuary,
Beneficiaries Trust of the
Estate of Margaret S.
Goodson and the Estate of
Helen S. Goodson,

Plaintiffs,

v.

Harriet E. Wilmeth,
Debra J. Freeman, Bank of
America, N.A., Lumber Yard, Inc.,
St. Bartholomew's Episcopal Church,
Canal Wood, LLC, Alexander C. West,
Alexander C. West, Jr.,
Airport Technologies, LLC,
Mutual Savings Bank,
State of South Carolina Department of
Revenue, United States of America Acting
through the Department of Treasury/
Internal Revenue Service,
Ford Motor Credit Company, LLC,
James Gandy, Estate of Amelia H. Anthony,
Estate of Betty G. Wiggins,
Portfolio Recovery Associates,
South Carolina Department of Probation,
Parole, and Pardon Services, Norwood
C. Bizzell, Robert "B.W." Bizzell,
William E. Bizzell, Mary Lathan Steele,
and Vicki Eaddy,

Defendants.

HEARING

Thursday, March 9, 2017

1:01 p.m. - 1:51 p.m.



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HEARING

Thursday, March 9, 2017

1:01 p.m. - 1:51 p.m.

The hearing before Special Referee, Honorable Carl A. Saleeby, was taken at 1 Public Square, 5th Floor Grand Jury Room, Darlington South Carolina on the 9th day of March, 2017 before Donna Currey, Court Reporter and Notary Public in and for the State of South Carolina.

APPEARANCES

J. Alex Stanton, Esquire

Stanton Law Firm

954 West Carolina Avenue

Post Office Drawer 70

Hartsville, South Carolina 29551

Attorney for the Plaintiff

Robert E. Lee, Esquire

Attorney at Law

111 Witcover Street

Marion, South Carolina 29571

Attorney for the Defendant - Debra J. Freeman

Chad Burgess, Esquire

Brock & Scott, PLLC

3800 Fernandina Road, Suite 110

Columbia, South Carolina 29210

Attorney for the Defendant - Bank of America

Martin S. Driggers, Jr., Esquire

Sweeny, Wingate & Barrow, P.A.

115 Cargill Way, Suite B

Hartsville, South Carolina 29550

Attorney for the Defendants - Alexander C. West and Alexander C. West, Jr.

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Greg Alexander, CPA

Moore, Beauston & Woodham
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 Hartsville, South Carolina 29550
 Representing the Estate of Betty C. Wiggins

D. Malloy McEachin, Jr., Esquire

Attorney at Law
 323 South McQueen Street
 Florence, South Carolina 29501
 Attorney for the Defendant - Estate of Amelia Anthony

Also Present:

Barbara Lee
 Thomas Goodson
 Debra Freeman

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Certificate 43

EXHIBITS

(Exhibit 1 and Plaintiff's Exhibits 1 through 43 were marked for identification purposes prior to the hearing and admitted into the record on page 20.)

Exhibit Number 1

(Plaintiff's Revised Trial Exhibits)

Plaintiff's Exhibit Number 1

(Deed to H. Wilmeth and D. Freeman)

Plaintiff's Exhibit Number 2

(Mortgage from H. Wilmeth and D. Freeman to Bank of America)

Plaintiff's Exhibit Number 3

(Statement from Bank of America reflecting balance of

\$147, 864.42 dated 2/18/16)

Plaintiff's Exhibit Number 4

(Estate of H. Goodson Judgment against H. Wilmeth)

Plaintiff's Exhibit Number 5

(Assignment of Estate of H. Goodson Judgment to Plaintiff)

Plaintiff's Exhibit Number 6

(Nulla Bona Return of Execution of Estate of H. Goodson Judgment)

Plaintiff's Exhibit Number 7

(Estate of M. Goodson Judgment against H. Wilmeth)



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- Plaintiff's Exhibit Number 8**
(Assignment of Estate of M. Goodson Judgment to Plaintiff)
- Plaintiff's Exhibit Number 9**
(Nulla Bona Return of Execution of Estate of M. Goodson Judgment)
- Plaintiff's Exhibit Number 10**
(Lumber Yard, Inc. Judgment against H. Wilmeth)
- Plaintiff's Exhibit Number 11**
(St. Bartholomew's Episcopal Church Judgment against H. Wilmeth)
- Plaintiff's Exhibit Number 12**
(Canal Wood, LLC Judgment against H. Wilmeth)
- Plaintiff's Exhibit Number 13**
(Alexander C. West Judgment against H. Wilmeth)
- Plaintiff's Exhibit Number 14**
(Alexander C. West, Jr. Judgment against H. Wilmeth)
- Plaintiff's Exhibit Number 15**
(Airport Technologies, LLC Judgment against H. Wilmeth)
- Plaintiff's Exhibit Number 16**
(Mutual Savings Bank Judgment against H. Wilmeth)
- Plaintiff's Exhibit Number 17**
(SC Department of Revenue Tax Lien against H. Wilmeth)
- Plaintiff's Exhibit Number 18**
(SC Department of Revenue Tax Lien against H. Wilmeth)
- Plaintiff's Exhibit Number 19**
(Federal Tax Lien against H. Wilmeth)
- Plaintiff's Exhibit Number 20**
(Ford Motor Credit Company, LLC Judgment against H. Wilmeth)
- Plaintiff's Exhibit Number 21**
(Federal Tax Lien against H. Wilmeth)
- Plaintiff's Exhibit Number 22**
(Mutual Savings Bank Judgment against H. Wilmeth)
- Plaintiff's Exhibit Number 23**
(James Gandy Judgment against H. Wilmeth)
- Plaintiff's Exhibit Number 24**
(Estate of Amelia H. Anthony Judgment against H. Wilmeth)
- Plaintiff's Exhibit Number 25**
(Estate of Betty C. Wiggins Judgment against H. Wilmeth)
- Plaintiff's Exhibit Number 26**
(Portfolio Recovery Associ Judgment against H. Wilmeth)



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Plaintiff's Exhibit Number 27
(SC Department of Probation, Parole and Pardon Services Judgment against H. Wilmeth)

Plaintiff's Exhibit Number 28
(SC Department of Probation, Parole and Pardon Services Judgment against H. Wilmeth)

Plaintiff's Exhibit Number 29
(Norwood C. Bizzell Judgment against H. Wilmeth)

Plaintiff's Exhibit Number 30
(Robert "B.W." Bizzell Judgment against H. Wilmeth)

Plaintiff's Exhibit Number 31
(William E. Bizzell Judgment against H. Wilmeth)

Plaintiff's Exhibit Number 32
(Mary Lathan Steele Judgment against H. Wilmeth)

Plaintiff's Exhibit Number 33
(SC Department of Probation, Parole and Pardon Services Judgment against H. Wilmeth)

Plaintiff's Exhibit Number 34
(SC Department of Probation, Parole and Pardon Services Judgment against H. Wilmeth)

Plaintiff's Exhibit Number 35
(SC Department of Probation, Parole and Pardon Services Judgment against H. Wilmeth)

Plaintiff's Exhibit Number 36
(Vicki Eaddy Judgment against H. Wilmeth)

Plaintiff's Exhibit Number 37
(SC Department of Probation, Parole and Pardon Services Judgment against H. Wilmeth)

Plaintiff's Exhibit Number 38
(Helen S. Goodson Trust Judgment against H. Wilmeth)

Plaintiff's Exhibit Number 39
(Assignment of Helen S. Goodson Trust Judgment)

Plaintiff's Exhibit Number 40
(SC Department of Probation, Parole and Pardon Services Judgment against H. Wilmeth)

Plaintiff's Exhibit Number 41
(St. Bartholomew's Episcopal Church Judgment against H. Wilmeth)

Plaintiff's Exhibit Number 42
(Statement of Costs Paid by Plaintiff's Attorney)

Plaintiff's Exhibit Number 43
(Darlington County Probate Order dated October 4, 2013)



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The following exhibits were introduced into the record as follows:

Plaintiff's Exhibit Number 4	25
(Estate of H. Goodson Judgment against H. Wilmeth)	
Plaintiff's Exhibit Number 43	25
(Darlington County Probate Order dated October 4, 2013)	
Plaintiff's Exhibit Number 7	26
(Estate of M. Goodson Judgment against H. Wilmeth)	
Plaintiff's Exhibit Number 38	27
(Helen S. Goodson Trust Judgment against H. Wilmeth)	
Plaintiff's Exhibit Number 42	28
(Affidavit)	
Plaintiff's Exhibit Number 1	30
(Deed to H. Wilmeth and D. Freeman)	
Plaintiff's Exhibit Number 2	31
(Mortgage from H. Wilmeth and D. Freeman to Bank of America)	



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1 **THE COURT:** Mr. Stanton if you'll identify this
2 action and the relief you're seeking in this
3 matter before the court today.

4 **MR. STANTON:** Your Honor, this is the Case Number
5 2015-CP-16-950, and it's the case of Thomas E.
6 Goodson, as Trustee as the Residuary
7 Beneficiaries Trust of the Estate of Margaret
8 S. Goodson and the Estate of Helen S. Goodson.
9 And this action was brought against Harriet E.
10 Wilmeth, Debra J. Wilmeth, Bank of America,
11 N.A., Lumber Yard, Inc., St. Bartholomew's
12 Episcopal Church, Canal Wood, LLC, Alexander C.
13 West, Alexander C. West, Jr., Airport
14 Technologies, LLC, Mutual Savings Bank, State
15 of South Carolina Department of Revenue, United
16 States of America acting through the Department
17 of Treasury/Internal Revenue Service, Ford
18 Motor Credit Company, LLC, James Gandy, Estate
19 of Amelia H. Anthony, Estate of Betty C.
20 Wiggins, Portfolio Recovery Associates, South
21 Carolina Department of Probation and Parole and
22 Pardon Services, Norwood C. Bizzell, Robert
23 "B.W." Bizzell, William E. Bizzell, Mary Lathan
24 Steel and Vicki Eaddy. Your Honor, this is a
25 case that was brought by the Plaintiff against



1 the named Defendants and on December the 22nd,
2 2015, a Civil Action cover sheet, Summons and
3 Notice reflecting non-jury Notice of Lis
4 Pendens and a Complaint non-jury with exhibits
5 was filed. And these lawsuit documents were
6 personally served on the Defendant, Harriet E.
7 Wilmeth on January 19th, 2016 as ir appears by
8 the affidavit of personal service. The lawsuit
9 documents were also personally served upon the
10 Defendant, Debra J. Freeman, on January 14th,
11 2016 as it appears by the affidavit of personal
12 service. All of the other defendants were
13 served by certified mail as evidenced by
14 affidavits of mailing, all of which have been
15 filed herein. As far as answers that were
16 filed by the Defendants, Your Honor, Debra J.
17 Freeman filed an answer dated February 15th,
18 2016 and by an amended answer of the Defendant
19 Debra J. Freeman also dated February 15th,
20 2016. She also included a cross-claim against
21 the Defendant, Harriet E. Wilmeth. Bank of
22 America filed it's answer dated January 27th,
23 '16. Lumber Yard filed their answer dated
24 December the 29th of '15. St. Bartholomew's
25 Episcopal Church filed their answer December



1 30th, 2015. Alexander C. West filed his answer
2 dated January 20th of '16. Alexander C. West,
3 Junior filed his answer dated January 20th,
4 2016. Airport Technologies, LLC filed its
5 answer dated December the 29th of '15. South
6 Carolina Department of Revenue filed its answer
7 dated January 12th of 2016. United States of
8 American acting through the Department of
9 Treasury and Internal Revenue Service filed
10 it's answer dated February 29th, 2016. Ford
11 Motor Credit Company, LLC filed its answer
12 dated January 20th, 2016. James Gandy filed
13 his answer dated December 31, 2015. The Estate
14 of Amelia Anthony filed an answer January 13th,
15 2016 and in that answer was a cross-action
16 against the Defendant, Harriet E. Wilmeth. And
17 then Norwood Bizzell filed his answer dated
18 December 30th of '15. Robert "B.W." Bizzell
19 filed his dated December 28th of '15. William
20 E. Bizzell filed his dated December 30st, 2015.
21 Mary Lathan Steel filed her answer dated
22 December 28th, 2015. Vicki Eaddy filed her
23 answer dated December 30th, 2015 and St.
24 Bartholomew's Episcopal Church filed another
25 answer dated January 12th, 2016. Your Honor,

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1 there have been filed affidavits of no answers
2 in regards to the Plaintiff's complaint for the
3 following Defendant's: the Defendant Harriet
4 E. Wilmeth which is dated December the 19th,
5 2016, Canal Wood, LLC dated February the 16th,
6 2016, Mutual Savings Bank dated February 16th,
7 2016, Estate of Betty C. Wiggins dated February
8 19th, 2016, Portfolio Recovery Associates dated
9 February 16th, 2016 and South Carolina
10 Department of Probation, Pardon and Parole
11 Services dated February 16th, 2016. Your
12 Honor, by Order of Reference dated February the
13 8th, 2016, which was filed on February 11th,
14 2016, Carl A. Saleeby was appointed as Special
15 Referee. A Notice of Hearing for a February
16 19th, 2016 hearing was dated February the 12th
17 and the original was filed on the 16th and a
18 copy of the Order of Reference with finality
19 and the Notice of Hearing for the February
20 19th, 2016 hearing was mailed to all the
21 Defendants on February the 12th as appears by
22 the affidavit of mailing to all the Defendants.
23 However, a hearing was not held on February
24 19th, 2016 due to the attorney for the
25 Defendant, Debra J. Freeman, namely Robert E.



1 Lee having obtained an Order of Protection that
2 was dated and filed on February 18th, 2016, and
3 it should be noted that on February 19th that
4 I filed an affidavit of cost which had been
5 paid by my law firm which was dated February
6 19th, 2016. We've already handled the matter
7 pertaining to Bank of America's filing their
8 Motion for Summary Judgment about their lien
9 validity and their first position, which I
10 think everyone here present has consented to
11 and stipulated to. My office provided a Notice
12 of Hearing, which was scheduled for today, and
13 that was sent on March 12th. And at the
14 current time, Your Honor, I received a motion
15 that was served on my office late afternoon of
16 March 8th, 2017 from attorney Robert Lee on
17 behalf of Debra J. Freeman, which they
18 requested it be dismissed. And at this time
19 Your Honor, the Plaintiff has whenever you want
20 to get into that, I can either tell you now or
21 later, but the Plaintiff has three different
22 judgments against Harriet E. Wilmeth and that
23 we're basically requesting that those judgments
24 be foreclosed on, her half interest in the
25 property be foreclosed on and sold. There was

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1 a judgment that was filed on -- bear with me
2 just a minute. That was filed on February
3 20th, 2006 against Ms. Wilmeth, and we are
4 requesting that that be foreclosed on. That
5 was regarding the Helen Goodson Estate. And
6 there was another judgment -- and the amount of
7 the Helen Goodson judgement was \$317,970.97,
8 and that had been assigned to the Plaintiff's
9 Trust. And then there was another judgment
10 given in favor of the Estate of Margaret S.
11 Goodson for \$150,010. That also was assigned
12 to the Plaintiff's Trust. In addition to that,
13 Your Honor, there was another judgment that was
14 granted in favor of the Helen Goodson Trust
15 that was in the sum of \$96,513.15 against
16 Harriet Wilmeth and this was filed in September
17 of 2015. And we're requesting the foreclosure
18 of those three judgments of the Plaintiff, Your
19 Honor.

20 **THE COURT:** All right, Mr. Lee, I'll hear from you
21 next.

22 **MR. LEE:** May it please, the Court. As Your Honor
23 is aware, under 15-35-810 of our Code of Laws,
24 a judgment is only good for ten years and they
25 expire. There is no tolling of judgments.



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1 There is no way of extending. We don't have
2 anything like that in our law. At least two of
3 the judgments that have been cited are now in
4 excess of ten years old. In support of the
5 proposition that these judgments -- the case as
6 it relates to these judgments asked to be
7 dismissed, I would cite, Your Honor, the 382
8 Southeastern 2nd 14 or 299 South Carolina 19.
9 This is James F. Wells, Special Receiver verses
10 A.C. Sutton, the Third, et al. It's a suit of
11 our Court of Appeals in which they found on
12 point the judgments entered are good for ten
13 years. Executions must begin within ten years.
14 That the process to enforce the judgment cannot
15 have active energy unless underlying judgment
16 has a lien, and they site the case of Chester
17 and Cheraw Railroad Company versus Marshall 40
18 S.C. 59, page 63, 18 Southeastern 247, page 249
19 (1893 case), which the South Carolina Supreme
20 Court has indicated the judgment is utterly
21 extinguished after the expiration of ten years
22 from the date of entry. And they go on to say
23 the judgment on real estate is absolutely
24 extinguished after the expiration of ten years
25 from the date of entry and the bringing of an

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1 action to enforce the lien will not preserve it
2 beyond the time fixed by the statute if such a
3 time expires before it is tried. Based on that
4 case, the Court of Appeals held the judgment
5 had expired. They went on to say, for reasons
6 of our holding is simply our recognition of the
7 public policy of this State as expressed in the
8 statutes to limit the life of judgments to ten
9 years. A judgment creditor should recognize
10 this policy and proceed expeditiously to
11 conclude his efforts to collect his judgment
12 within the ten year period. Based on this Your
13 Honor, the judgment filed in 2015 will not
14 expire until 2025. However, those judgments
15 that were entered in 2006 have expired, and
16 there is no way -- there is no way to revive
17 them. And so to the extent the case relies on
18 those two judgments, they have to go by the
19 wayside. That would be Ms. Freeman's position
20 as to the 2015 judgment, you know, unless it
21 references an assignment of the judgment
22 required in previous time, which I haven't had
23 a chance to look it and we'll go through. Then
24 it's alive and can be foreclosed. But as to
25 the others, under the law, they have expired

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1 and they exist no more.

2 **THE COURT:** Mr. Stanton?

3 **MR. STANTON:** Yes, sir. I've got some response to
4 that. First, I question the standing of Ms.
5 Debra Freeman filing this motion as we're not
6 requesting that her one-half interest in the
7 property be sold on anything. She would have
8 -- if the court would order a foreclosure of
9 the Plaintiff's judgments and/or other
10 judgments of other Defendant's, I know one of
11 which has specifically asked to have theirs
12 foreclosed, that it would not affect her one-
13 half interest in the property. She would still
14 own it. So, I think she lacks standing to make
15 this motion. Secondly, Your Honor, I was
16 served with this motion late afternoon of March
17 8th, 2017 and under the rules of civil
18 procedure in regards to the time for filing a
19 motion -- Barbara would you hand that up to the
20 Judge. Under Rule Six under time, it states
21 that a written motion shall be served not later
22 than ten days before the time specified for the
23 hearing. So, I do not think it is timely
24 served to be heard today. I mentioned earlier
25 that not only did the Plaintiff have the



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1 ownership of two judgments that were filed on
2 February the 20th, 2006 against Ms. Wilmeth,
3 but also had a judgment that was granted in
4 favor of the Goodson Trust, which is the
5 Plaintiff, and that was on August 27th, 2015
6 for \$96,000. And I mentioned just a minute ago
7 that there are some other party Defendants such
8 as the Estate of Amelia Anthony, I'll let
9 Malloy McEachin respond as far as position to
10 them, but in their answer and cross-claim
11 against Ms. Wilmeth, they specifically ask for
12 the foreclosure of his judgment lien, which is
13 \$1,691,346.08. I also disagree with some of
14 the statements that were made by Attorney Lee
15 in regards to the ten year expiration of it.
16 There is a case of Linda McCompany, Inc. versus
17 James Shore that was a South Carolina Supreme
18 Court decision that was filed February 7th,
19 2010, and in that one ---

20 **THE COURT:** You got a site?

21 **MR. STANTON:** I've got the opinion number, 268-78.
22 And some of the language in there, it states
23 that if a party takes action to enforce a
24 judgment within the ten year statutory period
25 of active energy, the resulting order will be



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1 effective even if issued after the ten year
2 period has expired. And of course, as stated
3 earlier Your Honor, the ten year period
4 technically would've expired February the 20th,
5 2016, but a hearing was scheduled for February
6 19th, 2016 but that was not heard due to Ms.
7 Freeman's attorney getting an order of
8 protection to prevent it from being heard
9 within the ten year period. So, there's a few
10 other cases that we feel do not -- I'm familiar
11 with the case that he attached to his motion,
12 and I think there's some distinguishing cases
13 that does not necessarily state that it
14 automatically extinguishes if an action had
15 been filed during the period of that ten year
16 period. And I'll be glad to hand those up to
17 you at some point.

18 **THE COURT:** I'll definitely need to look at those.

19 **MR. LEE:** Judge, can I say a couple of things?

20 **THE COURT:** Well, I thought I would go around and
21 let some of the other Defendants be heard also.
22 Mr. McEachin?

23 **MR. McEACHIN:** Your Honor, Mr. Stanton is correct.
24 We've also asked for Amelia Anthony's Estate's
25 judgment to be foreclosed in this action, and



1 ours is -- even if the court does not follow
2 the limit of the McCompany case, our judgment
3 is less than ten years old.

4 **THE COURT:** All right, sir.

5 **MR. DRIGGERS:** Yes, sir. I would join in Mr.
6 Stanton's arguments. I think we filed the
7 Complaint December 20, '15 and certainly in an
8 effort to execute that judgment within the ten
9 year period. My client has answered and joined
10 in that claim in January 2016 -- before
11 December 2016, which would've been within the
12 ten year period running for my two and that
13 goes for most of the answers that were filed in
14 the case.

15 **THE COURT:** Mr. Alexander?

16 **MR. ALEXANDER:** No, sir. I don't have a comment.

17 **THE COURT:** All right, sir.

18 **MR. LEE:** If Your Honor, please. First of all as to
19 the standing, I think Ms. Freeman does have
20 standing because she is a named Defendant.
21 Under the law, she is entitled to pursue the
22 relief. And to be candid, I think if she knows
23 of a legal reason why this case shouldn't
24 proceed, I think that's standing to raise it.
25 So, I don't think that's an issue. The second



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1 issue about the commencement of the litigation,
2 the reason the case had to be continued, I
3 would cite which was in our professionalism of
4 conduct under the Appellate Rules, Rule 601.
5 I had to be in General Sessions and Judge
6 Henderson signed an order because -- and the
7 Order of Hearings under Rule 601, Circuit Court
8 General Sessions falls above Circuit Court
9 Common Pleas. So, that is why the hearing
10 didn't take place. It didn't take place as
11 some kind of ruse or anything like that,
12 because I had the majority of my practice is in
13 General Sessions. The other issue with regard
14 to timeliness, this is not just a motion of
15 Rule 12. This is a subject matter of
16 jurisdiction argument. A subject matter
17 jurisdiction can be raised any time, even for
18 the first time on appeal, because if these --
19 if these judgments have expired, Your Honor,
20 they referred to you and you no longer have
21 subject matter jurisdiction over liens that
22 have expired. So, you only have -- this court
23 only has jurisdiction over -- subject matter
24 jurisdiction over judgments that have not
25 expired under the law. So, to the extent

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1 there's a timeliness argument, I'm making that
2 not just under group 12(c) but as a subject
3 matter jurisdiction argument, which can be
4 raised at any time even for the first time on
5 appeal. So, to the extent that's there, I want
6 to protect that for the purpose of the record.
7 But you know, I think as far as timeliness, you
8 know, I could've waited and we could've had
9 this argument at the Court of Appeals and it
10 would've been perfectly fine. So, timeliness
11 can be raised -- I don't think that passes by
12 the wayside.

13 **THE COURT:** How about address your client's cross-
14 claim against Ms. Wilmeth. Are you asking to
15 dismiss that?

16 **MR. LEE:** Well, I'll ask her. We would like the
17 judgment against Ms. Wilmeth for \$75,000
18 because she was supposed to pay certain bills
19 and certain things when she was released from
20 prison. She hasn't done that. Ms. Freeman has
21 paid 100 percent of the payments. Any equity
22 that would be in this house, any of it, has
23 been generated based on her payments. Ms.
24 Wilmeth has not paid one dime. So, to the
25 extent the people in this room view that they



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1 are or represented victims, I would contend
2 that she's as big a victim as anybody. And so
3 basically, we're going to be in a situation
4 where foreclosing on a half interest, which is
5 a legal half interest owner, as far as the
6 equities go, Harriet Wilmeth can't show that
7 she's paid one red cent towards any of the
8 dollars that would be generated from the sale
9 of this house. So, to the extent we're asking
10 for it, Ms. Freeman will testify to it and
11 we'll ask for it.

12 **THE COURT:** So, you want to proceed on your cross-
13 claim?

14 **MR. LEE:** Yes, sir.

15 **THE COURT:** Any reply from anybody?

16 **MR. STANTON:** That's up to her. Whatever she wants
17 to do.

18 **THE COURT:** All right. I don't think I'm in a
19 position to make a ruling on his Motion to
20 Dismiss to the extent of any judgments of 2006.
21 I would need to review all the other case law
22 that you do have. I do have some that Mr. Lee
23 sent with his motion, which I also received
24 just yesterday and haven't have a chance to
25 even thoroughly review it. So, I'm going to



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1 take that to heart or that motion under
2 advisement and I'll let you know my decision on
3 that after I've had a chance to review all the
4 law on the case. So, we're ready to proceed I
5 think unless there's any other matters anybody
6 else has to take up.

7 **MR. STANTON:** Your Honor, before I proceed with my
8 first witness, I think I've provided all the
9 attorneys except Greg, I didn't have an extra
10 copy of that where we've got a certain 43
11 different Plaintiff's exhibits and there's a
12 listing of those that has been prepared and
13 then behind that, there is a numbered like
14 Plaintiff's Exhibit Number One which was the
15 deed into Ms. Freeman and the deed into Ms.
16 Wilmeth. Exhibit Number Two was the mortgage
17 to Bank of America. And so what we would like
18 to do under, I think it's Rule 902 of the Rule
19 of Evidence is to admit possibly the list as a
20 court exhibit and then these 43 designated
21 exhibits list those as the Plaintiff's Exhibits
22 1 through 43. In lieu of just stipulating
23 under the Rule 902, I've got my secretary here
24 who can testify to that. It would be time
25 consuming to introduce every one of them, plus



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1 I have talked to somebody from the Clerk of
2 Court's office who would be willing if I would
3 go down there and get her to come up here and
4 identify that these are in fact recorded
5 documents. I think everybody -- Mr. Alexander
6 has seen -- I've given him a copy of all these
7 and just for the sake of time, I would like to
8 be able to introduce Plaintiff's Exhibits 1
9 through 43 under Rule 902.

10 **THE COURT:** Any objection?

11 **MR. MCEACHIN:** No, sir.

12 **MR. ALEXANDER:** No objection.

13 **MR. DRIGGERS:** No, sir.

14 **THE COURT:** Mr. Lee?

15 **MR. LEE:** No, sir.

16 **THE COURT:** All right. That's how we will proceed.
17 (Exhibit Number 1 and Plaintiff's Exhibit Numbers 1
18 through 43 were admitted into the record.)

19 **MR. STANTON:** The Plaintiff would call Mr. Tommy
20 Goodson. If you'll go on up there.

21 **THE COURT:** Mr. Goodson, will you raise your right
22 hand? Put your left hand on the Bible. Do you
23 swear to tell the truth, the whole truth and
24 nothing but the truth so help you God?

25 **MR. GOODSON:** I will.



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Tommy Goodson - Direct By Mr. Stanton

GOODSON, ET AL. V. WILMETH, ET AL.

24

1 THE COURT: Okay. Mr. Stanton?

2 TOMMY GOODSON, having been duly sworn, testifies as
3 follows:

4 MR. GOODSON - EXAMINATION BY MR. STANTON:

5 Q: Tommy, where do you and your wife reside?

6 A: 406 Goodson Road in Hartsville, South Carolina.

7 Q: And what type of employment are you involved
8 with?

9 A: I'm self employed. I'm an accountant, tax
10 preparer, also an investment adviser.

11 Q: And you are a Plaintiff in this action, is that
12 correct?

13 A: Yes.

14 Q: And are you familiar with the Estate of
15 Margaret S. Goodson?

16 A: Yes.

17 Q: And are you familiar with the Estate of Helen
18 S. Goodson?

19 A: Yes.

20 Q: Did you ultimately serve as the personal
21 representative of both of those estates?

22 A: I did.

23 Q: Okay. That was after a couple of other ones
24 had served, is that right?

25 A: That's correct. That's correct.



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1 Q: And in order to -- and during this period of
2 time, did the Estate of Helen S. Goodson obtain
3 a judgment in the Probate Court which was filed
4 on February 20th, 2006 in the Court of Common
5 Pleas for \$317,960.97?

6 A: That's correct.

7 MR. STANTON: Your Honor, let the record reflect
8 that that is shown as Plaintiff's Exhibit
9 Number Four.

10 (Plaintiff's Exhibit Number 4 was introduced into the
11 record.)

12 Q: In connection with that particular judgment,
13 has anything been paid by Ms. Wilmeth on that
14 judgment?

15 A: On that?

16 Q: On that particular \$317,000 judgment?

17 A: Not that I remember.

18 Q: Okay. Now, this judgment later on was assigned
19 to a Trust that was approved by Probate Court
20 that was dated October the 4th, 2013, and let
21 the record reflect that as Plaintiff's Number
22 43.

23 (Plaintiff's Exhibit Number 43 was introduced into
24 the record at this time.)

25 Q: And it designated you as the trustee for the



1 Residuary Beneficiaries for both the Helen
2 Goodson Estate and the Margaret Goodson Estate?

3 A: That's correct.

4 Q: Now, in connection with the Margaret Goodson
5 Estate, did Margaret Goodson obtain a judgment
6 against Harriet Wilmeth which later was filed
7 in the Clerk of Court's office on February
8 20th, 2006 for \$150,010?

9 A: We did.

10 MR. STANTON: Let the record reflect that is
11 Plaintiff's Exhibit Number Seven.

12 (PPlaintiff's Exhibit Number 7 was introduced into the
13 record at this time.)

14 Q: Has anything been paid on that judgment?

15 A: Not that I recall.

16 Q: Okay. As a result of Ms. Wilmeth pleading
17 guilty in General Sessions Court, the Goodson
18 Estate was designated to receive some
19 restitution, is that correct?

20 A: That's correct. We were granted \$100,000.

21 Q: And were some of that paid by her?

22 A: A very small amount. I would say less than
23 \$4,000 if I could remember.

24 Q: Okay. Now, on September the 25th, 2015, was
25 there a judgment, Civil Judgment, granted in



1 favor of the Helen S. Goodson Trust?

2 A: Yes.

3 Q: For \$96,513.15?

4 A: That's correct.

5 Q: Was that the balance?

6 MR. STANTON: Let the record reflect that as
7 Plaintiff's Exhibit Number 38.

8 (Plaintiff's Exhibit Number 38 was introduced into
9 the record at this time.)

10 A: That was the balance of the restitution.

11 Q: That had not been paid?

12 A: That's correct.

13 Q: Okay. Now, in connection with this balance,
14 had any money been paid on this particular
15 balance of the judgment?

16 A: No.

17 Q: Okay. Now, were these judgments assigned to
18 the Trust?

19 A: Yes.

20 Q: The first two judgments?

21 A: Yes.

22 Q: The second judgment actually was granted to the
23 Trust, is that correct?

24 A: Yes.

25 Q: And so you're here acting on behalf of the



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1 Trust in connection with all three judgments,
2 is that correct?

3 A: That's correct.

4 Q: Are you asking that this court foreclose on
5 Harriet Wilmeth's one-half interest and certain
6 real estate that is owned by Ms. Wilmeth
7 jointly with Debra Freeman?

8 A: Yes.

9 Q: And you're aware that there were some costs
10 that have been incurred in this and Exhibit
11 Number 42 is an Affidavit of Costs filed by me
12 dated February 19th that showed during that
13 period of time \$1,221.44 have been expended?

14 (Plaintiff's Exhibit Number 42 was introduced into
15 the record at this time.)

16 A: Right.

17 Q: Are you requesting that those costs be either
18 reimbursed to you if you have ultimately paid
19 them or to my office if I have paid them?

20 A: Yes.

21 Q: Are you also requesting that any additional
22 costs such as the payment for Mr. Saleeby as
23 the Special Referee, the expenses for the court
24 reporter, the expenses for any Notice of Sale
25 publication, and Special Referee costs, Special



Tommy Goodson - Direct By Mr. Stanton

GOODSON, ET AL. V. WILMETH, ET AL.

29

1 Referee sales commissions, et cetera that those
2 also be paid out of the sales proceeds?

3 A: Yes.

4 Q: Okay. Answer any questions which any of the
5 other attorneys would have for you.

6 **THE COURT:** Since he is conferring with his client,
7 do you have any questions?

8 **MR. McEACHIN:** No, sir.

9 **THE COURT:** Do you gentlemen? Mr. Lee?

10 **MR. LEE:** No, sir.

11 **THE COURT:** All right. You can step down. Mr.
12 Stanton, who is your next witness?

13 **MR. STANTON:** I have no other witnesses, Your Honor.

14 **THE COURT:** All right. Have you got a copy of these
15 exhibits that we can give to the court
16 reporter? Do you have a copy?

17 **MR. STANTON:** I gave those to her, and she was going
18 to mark those up, Your Honor.

19 **THE COURT:** All right.

20 **MR. STANTON:** I think you have a copy of those, and
21 I have given everybody except Mr. Alexander,
22 and I'll get one to his office. I just didn't
23 have enough sets for everybody.

24 **THE COURT:** Okay.

25 **MR. LEE:** If I could just have two minutes to talk



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1 to my client?

2 THE COURT: Sure you may.

3 (Off the Record)

4 THE COURT: Put your left hand on the Bible and
5 raise your right. Do you swear or affirm that
6 the testimony you're about to give will be the
7 truth so help you God?

8 MS. FREEMAN: Yes, I do.

9 THE COURT: State your full name for the record.

10 MS. FREEMAN: Debra J. Freeman.

11 THE COURT: Mr. Lee?

12 DEBRA J. FREEMAN, having been duly sworn, testifies
13 as follows:

14 MS. FREEMAN - EXAMINATION BY MR. LEE:

15 Q: Let me show you what's been marked as
16 Plaintiff's Exhibit Number One.

17 (Plaintiff's Exhibit Number 1 was introduced into the
18 record at this time.)

19 A: The lot.

20 Q: Can you speak up.

21 A: Oh, I'm sorry. Where the lot was purchased,
22 1309 Quail Meadow Lane.

23 Q: And that's the lot at which the home is?

24 A: The home is built on, yes.

25 Q: And you and Harriet resided there together?



1 A: Yes.

2 Q: Okay. Let me show you ---

3 **THE COURT:** I think just for the record, that's
4 Exhibit Number One, Plaintiff's Exhibit Number
5 One.

6 Q: Let me show you Plaintiff's Exhibit Number Two.
7 (Plaintiff's Exhibit Number 2 was introduced to the
8 record at this time.)

9 A: All right.

10 Q: This is a mortgage, correct?

11 A: Yes.

12 Q: And it's a mortgage to whom?

13 A: Bank of America.

14 Q: And it is on the property described in ---

15 A: 1309 Quail Meadow Lane.

16 Q: And that is Plaintiff's Exhibit One?

17 A: Uh-huh.

18 Q: And how much is the mortgage?

19 **THE COURT:** You have to answer yes or no.

20 A: Yes, sir. I'm sorry. Yes, the original
21 mortgage?

22 Q: Yes, ma'am.

23 A: Let me look. I'm not real sure. Let me find
24 it. Is it on the first page? I really don't
25 see it. Hold on. I can't see. I don't have



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1 my contacts on.

2 **THE COURT:** If you'll show those to the Plaintiff,
3 we'll probably can stipulate going through that
4 document.

5 **MR. LEE:** Where's it at, Alex?

6 **MR. STANTON:** \$234,666.

7 A: That's the -- that's not the original mortgage,
8 but that's I guess what it is ---

9 **MR. STANTON:** No, that's what it was.

10 **MR. LEE:** Well, hold on.

11 Q: Did you originally mortgage the property?

12 A: Yes.

13 Q: Did at some time you refinance the mortgage?

14 A: Yes.

15 Q: When it was refinanced, was it to the dollar
16 amount that Mr. Stanton gave?

17 A: I'm going to be honest with you, I guess so.
18 It was refinanced, and Harriet refinanced it
19 and I signed. And I didn't -- maybe she got
20 some money out of it one time. I mean, yes.

21 Q: Okay.

22 A: If she refinanced it, I agreed and I signed.

23 Q: And does this mortgage remain in effect today?

24 A: Yes.

25 Q: When is the last payments you made under this



1 mortgage?

2 A: I tried to make one yesterday to Bank of
3 America.

4 Q: And?

5 A: And I was told that I could not because of some
6 type of litigation. I've been paying for the
7 house for the last ten years or so if not more,
8 payments, insurance, taxes, upkeep. I've done
9 all of that, any ---

10 Q: Prior to Ms. Wilmeth getting in trouble, losing
11 her ability to practice law and those things,
12 how were y'all's household finances handled?

13 A: Well, it was basically, you know, together. We
14 just paid it together. And you know, we didn't
15 separate monies and stuff. I mean, everything
16 was actually paid together. I worked and she
17 worked, and so that's the way it was.

18 Q: So, you handled it like any couple that lived
19 together?

20 A: Yes, I mean everything -- everything in the
21 world was.

22 Q: Okay. How about when everything came to light
23 about her practice and issues like that and she
24 lost her ability to practice law?

25 A: Yeah. I had no idea.



1 Q: What happened with the finances at that point?

2 A: I was handled -- I was handed everything. I
3 was handed everything that was involved with us
4 personally. I had no idea. And so I have for
5 the last ten years starting back then until now
6 handled everything that was put in my lap,
7 which I was not aware of, my ---

8 Q: Go ahead. I'm sorry.

9 A: And the house, you know -- I sit here and
10 listen to all this and all this, you know all
11 this stuff and loss and whatever. But you
12 know, there's much loss that people have no
13 idea. But that is my home and I have lived
14 there for 36 or 38 years, and I have paid and
15 paid as much as Harriet did even before all
16 this. My mother even has money in it. And
17 like I say, these last ten years, I've gotten
18 a dime from no one. I've gotten nothing from
19 Harriet.

20 Q: Okay.

21 A: Nothing.

22 Q: When Ms. Wilmeth was incarcerated, how long was
23 she incarcerated for?

24 A: Eighteen months.

25 Q: And was the understanding that she would be



1 released to come back to live with you?

2 A: Well, yeah. She was going to be there 18
3 months. I picked her up and, you know, we
4 understood that she would get -- we'd get
5 everything back together and, you know, try to
6 work out the money I owed, the money I lost and
7 of course, nothing happened and I've not been
8 paid a dime back on the house, not even
9 counting all the -- all the money that I lost
10 and my family lost during all of that rigmarole
11 with whatever went on.

12 Q: Let me ask you this. What was y'all's
13 agreement as to the household expenses post
14 release from prison, which is the subject of
15 your counter-claim?

16 A: It was together. I mean, you know, we all paid
17 everything together. And she ---

18 Q: How much was she supposed to pay?

19 A: Well, we paid half of everything basically.

20 Q: Okay. And based on that, you're asking for a
21 judgment for what she hadn't paid?

22 A: Yes.

23 Q: And how much would you say that is?

24 A: Well, I mean, I think we ---

25 Q: You pled \$75,000.



1 A: I think we put \$75,000 on the house. I mean,
2 it's more than that. You can look at the
3 payments and the insurance and taxes for ten
4 years on the house. I mean, not counting
5 upkeep, air conditioning units, this and that.
6 I mean, it's astronomical, and I've had to take
7 all that on myself. And the reason that I have
8 is it's my home.

9 Q: Does Ms. Wilmeth reside there?

10 A: No.

11 Q: When is the last time she resided there full-
12 time?

13 A: Full-time?

14 Q: Yeah.

15 A: When she got out of prison, she stayed there a
16 while and that was it.

17 Q: What do you mean by a while?

18 A: A couple of months.

19 Q: And beyond that ---

20 A: None.

21 Q: --- she hasn't reside there?

22 A: None. And not with my mother either.

23 Q: And if you would, how about giving His Honor a
24 dollar figure for which you would like a
25 judgment against Ms. Wilmeth for her failure to



1 make returns ---

2 A: Oh, on the house?

3 Q: On the house.

4 A: Okay. Because I was fixing to say there's no
5 way I could even talk about that kind of money
6 at this point. We stated \$75,000 and I could
7 easily prove that just because of monthly
8 payments and mortgage and things. But over
9 this last ten years, there's been air
10 conditioning units. There's just been a ton of
11 upkeep, which you know, is my responsibility.
12 You know, \$100,000, and that's being kind.
13 \$125,000, \$150,000, \$125,000. I'm just saying
14 that I have kept everything as far as any type
15 of book keeping, I've kept every bill for the
16 last ten years. I mean, I'm just saying that
17 I've kept up with, you know, things.

18 Q: And you recognize that if Your Honor grants you
19 this judgment, it will be junior to all the
20 other creditors?

21 A: Uh-huh.

22 Q: That's all I have.

23 A: It's just the thing about the house is just
24 yeah, it's home and, you know, Harriet's half,
25 Harriet's half. Well, Harriet's half is gone.



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1 I mean, I've spent -- she spent -- I've spent
2 her money in the fact that she has not paid me
3 back. So, as far as equity in the house, what
4 all I've spent in the last ten years, Harriet
5 doesn't have anymore.

6 THE COURT: Anything else?

7 MR. LEE: Nothing else.

8 THE COURT: Mr. Stanton?

9 MR. STANTON: I've just got one or two real quick
10 questions.

11 MS. FREEMAN - EXAMINATION BY MR. STANTON:

12 Q: In your cross-claim that you had filed in this,
13 you had requested for a judgment of \$75,000.

14 A: Sure.

15 Q: And now you're asking for \$125,000. In your
16 answer, you'd asked for \$75,000, is that
17 correct?

18 A: Uh-huh.

19 Q: That's all the questions I have.

20 A: I was being kind.

21 THE COURT: Mr. McEachin?

22 MR. McEACHIN: I don't have any questions.

23 THE COURT: Mr. Burgess?

24 MR. BURGESS: No questions, Your Honor.

25 THE COURT: All right. Oh, I have a question. Can



1 you tell me if you and Ms. Wilmeth had any type
2 of formal agreement regarding who would be
3 responsible for costs associated with this
4 property?

5 A: Well, let me say it this way. Does any couple
6 have a formal agreement when they live together
7 for 38 or 40 years written down as to what
8 you're going to do and I'm going to do? I
9 think after, you know, that many years,
10 everything falls in place. Our wills reflected
11 what we wanted to happen at our death. But as
12 far as, you know, you're going to pay this and
13 I'm going to pay that, I mean, we were
14 together. We were together for 40 years.

15 **THE COURT:** I understand.

16 A: And so ---

17 **THE COURT:** I understand that you've lost like
18 everybody else here.

19 A: Yeah. I guess I'm saying we did not have like,
20 you know, it was always -- we were just kind of
21 like half and half. You know, I'll pay this
22 and I'll pay this. Everything kind of always
23 ---

24 **THE COURT:** You just did it?

25 A: Yeah.



1 THE COURT: I don't have any other questions. Do
2 you have any other witnesses?

3 MR. LEE: No, sir.

4 THE COURT: Mr. McEachin?

5 MR. McEACHIN: I'll just say that the \$1.6 million
6 that is set forth in our counterclaim cross-
7 claim has not been paid. Other than that, I
8 don't have anything.

9 THE COURT: All right, sir. Do you have anything?

10 MR. DRIGGERS: Just to reiterate Your Honor, I'm
11 here on behalf of Alexander C. West and
12 Alexander C. West, Junior. We filed our
13 answer. Their judgments were reported as
14 Exhibits 13 and 14, and no monies towards their
15 judgments have been paid.

16 THE COURT: Mr. Alexander, I know you're not an
17 attorney, but I'll let you make a statement if
18 you'd like to.

19 MR. ALEXANDER: No, sir.

20 THE COURT: Anything else from Bank of America?

21 MR. BURGESS: Nothing from me.

22 THE COURT: Anything to reply, Mr. Stanton?

23 MR. STANTON: None, Your Honor.

24 THE COURT: All right. That will conclude this --
25 well, let me say this. I will order a



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1 foreclosure of Defendant Wilmeth's one-half
2 interest in this property. The priority of the
3 liens will be as set forth under our law. Most
4 of these are judgment liens and tax liens. I
5 will let you know my ruling regarding the older
6 2006 judgments after I've had a chance to
7 review all of the case law on all of that as
8 well as my ruling on Defendant's cross-claim
9 for a judgment for \$75,000. It would have the
10 lowest priority on all those judgment
11 creditors, at least those that we have before
12 us today. Anything else from anybody?

13 **MR. STANTON:** Would you allow us 15 days, Your
14 Honor, to submit anything to you on the motion?

15 **THE COURT:** I'd certainly think that would be fair.
16 If any party would like to submit any
17 additional information or file a case law
18 response to the Defendant Freeman's Motion to
19 Dismiss this action at least as far as the
20 older judgments that we mentioned are concerned
21 since we only got notice of that yesterday, 15
22 days from today. Anything else?

23 **MR. LEE:** No, sir.

24 **THE COURT:** All right. We're adjourned.

25 **(There being nothing further, the hearing concluded**



at 1:51 p.m.)

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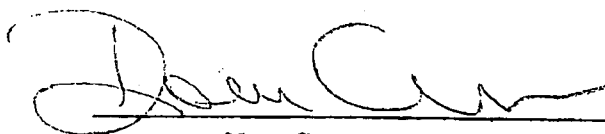
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CERTIFICATE

This is to certify that the within hearing consisting of forty-three (43) pages, is a true and correct transcript of the testimony given by said witnesses after being duly sworn; said hearing was reported by the method of Stenomask with Backup.

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

IN WITNESS WHEREOF I have hereunto set my hand and seal on April 20, 2017.



Donna M. Currey
Court Reporter

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



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Re: Goodson Trust vs Wilmeth , et al

PLAINTIFF'S REVISED TRIAL EXHIBITS

<u>NUMBER</u>	<u>DESCRIPTION</u>
1.	Deed to Harriet E. Wilmeth and Debra J. Freeman from Travis L. Dixon dated March 30, 1984 and recorded on April 3, 1984 in Deed Book 867 at page 790.
2.	Mortgage from Harriet E. Wilmeth and Debra J. Freeman to Bank of America in the original sum of \$234,666.00, dated November 18, 2002 and recorded November 25, 2002 in Mortgage Book 1024 at page 4218.
3.	Statement from Bank of America which reflects the Bank of America Mortgage Balance is \$147,864.42 as of 18 th day of February, 2016.
4.	Estate of Helen S. Goodson Judgment against Harriet E. Wilmeth recorded as Judgment Roll Number 54,639.
5.	Assignment of Estate of Helen S. Goodson Judgment to the Plaintiff.
6.	Nulla Bona Return of Execution of the Estate of Helen S. Goodson Judgment.
7.	Estate of Margaret S. Goodson Judgment against Harriet E. Wilmeth recorded as Judgment Roll Number 54,640.
8.	Assignment of Estate of Margaret S. Goodson Judgment to the Plaintiff.
9.	Nulla Bona Return of Execution of the Estate of Margaret S. Goodson Judgment.
10.	Lumber Yard, Inc. Judgment against Harriet E. Wilmeth recorded as Judgment Roll Number 54,874.
11.	St. Bartholomew's Episcopal Church Judgment against Harriet E. Wilmeth recorded as Judgment Roll Number 54,916.



<u>NUMBER</u>	<u>DESCRIPTION</u>
12.	Canal Wood, LLC Judgment against Harriet E. Wilmeth recorded as Judgment Roll Number 55,252.
13.	Alexander C. West Judgment against Harriet E. Wilmeth recorded as Judgment Roll Number 55,352.
14.	Alexander C. West, Jr. Judgment against Harriet E. Wilmeth recorded as Judgment Roll Number 55,2353.
15.	Airport Technologies, LLC Judgment against Harriet E. Wilmeth recorded as Judgment Roll Number 55,474.
16.	Mutual Savings Bank Judgment against Harriet E. Wilmeth recorded as Judgment Roll Number 55,650.
17.	South Carolina Department of Revenue Tax Lien against Harriet E. Wilmeth filed as State Tax Lien Number 2006-00001837.
18.	South Carolina Department of Revenue Tax Lien against Harriet E. Wilmeth filed as State Tax Lien Number 2007-00000127.
19.	Federal Tax Lien against Harriet E. Wilmeth filed as Federal Tax Lien Number 2007-00000031.
20.	Ford Motor Credit Company, LLC Judgment against Harriet E. Wilmeth recorded as Judgment Roll Number 56,338.
21.	Federal Tax Lien against Harriet E. Wilmeth filed as Federal Tax Lien Number 2007-00000106.
22.	Mutual Savings Bank Judgment against Harriet E. Wilmeth recorded as Judgment Roll Number 56,378.
23.	James Gandy Judgment against Harriet E. Wilmeth recorded as Judgment Roll Number 56,555.
24.	Estate of Amelia H. Anthony Judgment against Harriet E. Wilmeth recorded as Judgment Roll Number 56,710.

<u>NUMBER</u>	<u>DESCRIPTION</u>
25.	Estate of Betty C. Wiggins Judgment against Harriet E. Wilmeth recorded as Judgment Roll Number 2005-CP-16-0947.
26.	Portfolio Recovery Associ Judgment against Harriet E. Wilmeth recorded as Judgment Roll Number 58,979.
27.	South Carolina Department of Probation, Parole and Pardon Services Judgment against Harriet E. Wilmeth recorded as Judgment Roll Number 2011-CP-16-0679.
28.	South Carolina Department of Probation, Parole and Pardon Services Judgment against Harriet E. Wilmeth recorded as Judgment Roll Number 2015-CP-16-925.
29.	Norwood C. Bizzell Judgment against Harriet E. Wilmeth recorded as Judgment Roll Number 2015-CP-16-677.
30.	Robert "B.W." Bizzell Judgment against Harriet E. Wilmeth recorded as Judgment Roll Number 2015-CP-16-678.
31.	William E. Bizzell Judgment against Harriet E. Wilmeth recorded as Judgment Roll Number 2015-CP-16-679.
32.	Mary Lathan Steele Judgment against Harriet E. Wilmeth recorded as Judgment Roll Number 2015-CP-16-680.
33.	South Carolina Department of Probation, Parole and Pardon Services Judgment against Harriet E. Wilmeth recorded as Judgment Roll Number 2015-CP-16-681.
34.	South Carolina Department of Probation, Parole and Pardon Services Judgment against Harriet E. Wilmeth recorded as Judgment Roll Number 2015-CP-16-682.
35.	South Carolina Department of Probation, Parole and Pardon Services Judgment against Harriet E. Wilmeth recorded as Judgment Roll Number 2015-CP-16-683.
36.	Vicki Eaddy Judgment against Harriet E. Wilmeth recorded as Judgment Roll Number 2015-CP-16-684.

NUMBER**DESCRIPTION**

- 37. South Carolina Department of Probation, Parole and Pardon Services Judgment against Harriet E. Wilmeth recorded as Judgment Roll Number 2015-CP-16-685.
- 38. Helen S. Goodson Trust Judgment against Harriet E. Wilmeth recorded as Judgment Roll Number 2015-CP-16-686.
- 39. Assignment of Helen S. Goodson Trust Judgment Roll Number 2015-CP-16-686 to the Plaintiff.
- 40. South Carolina Department of Probation, Parole and Pardon Services Judgment against Harriet E. Wilmeth recorded as Judgment Roll Number 2015-CP-16-687.
- 41. St. Bartholomew's Episcopal Church Judgment against Harriet E. Wilmeth recorded as Judgment Roll Number 2015-CP-16-0688.
- 42. Statement of Costs Paid by the Plaintiff's Attorney.
- 43. Darlington County Probate Court Order dated October 4, 2013 and filed on October 4, 2013 which Order Approved a Trust Agreement for the Residuary Beneficiaries of the Estate of Margaret S. Goodson and the Estate of Helen S. Goodson, with Thomas E. Goodson being designated as the Trustee.

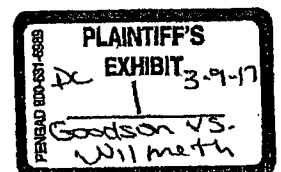
GOODSON TRUST

VS.

**HARRIET E. WILMETH,
ET AL**

CASE NUMBER 2015-CP-16-950

**PLAINTIFF'S EXHIBIT
NUMBER 1**



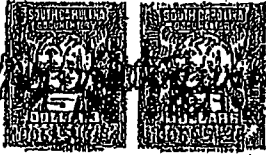
The State of South Carolina,

APR 7 10 00 AM '84

COUNTY OF DARLINGTON

DARLINGTON COUNTY
MARVIN T. LANGRISH, CLERK
BOOK 869 PAGE 790

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KNOW ALL MEN BY THESE PRESENTS, THAT

I, TRAVIS L. DIXON, of Darlington County,



in the State aforesaid, for and in consideration of the sum of TEN THOUSAND AND NO/100

(\$10,000.00) to me in hand paid at and before the sealing of these presents by

HARRIET E. WILMETH AND DEBRA J. FREEMAN, of Darlington County,
600 West College Avenue, Hartsville, South Carolina, 29550,

THIS PROPERTY DESIGNATED ON RECORD AS
DIST. 34-2 MAP 036 SECT. 01 PARCEL 637
OLD PARCEL # 153011 D.O.D. 2-28-84
ALFRED V. BROWN, ASSESSOR, COUNTY OF DARLINGTON

in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and
by these presents do grant, bargain, sell and release unto said Harriet E. Wilmeth and Debra J. Freeman, for and during their joint lives, and after the death of either of them, to the survivor of them, his or her heirs and assigns, together with every contingent remainder and right of reversion:

All that certain piece, parcel or lot of land situate, lying and being near to and West or Southwest of the City of Hartsville, in Darlington County, State of South Carolina, designated as Lot No. One (1) on plat of Subdivision of property situated near the City of Hartsville prepared for P. L. McCall, Sr., by J. E. Tucker, Jr., Registered Land Surveyor, dated February 10, 1977, as revised April 22, 1977, and recorded in the office of the Clerk of Court for Darlington County in Plat Book 73 at Page 237; the said lot being slightly irregular in shape, and being bounded and measuring, according to said plat, as follows:

NORTH: By 50-foot street indicated on said plat, a distance of 135 feet;
EAST: By Lot No. 2 on said plat, a distance of 230.3 feet;
SOUTH: By 15-foot utility alley indicated on said plat, a distance of 133.2 feet; and
WEST: By lands now or formerly of C. K. Dunlap, a distance of 227.2 feet.

PROVIDED, HOWEVER, that this conveyance is made subject to the protective covenants, limitations and restrictions set forth in the instrument executed by the aforesaid P. L. McCall, Sr., and dated May 17, 1977.

Being the same premises conveyed unto the Grantor herein by deed of The Baptist Foundation of South Carolina, Inc., recorded in the office of the Clerk of Court for Darlington County in Book 772 at Page 566.

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Together with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said
Harriet E. Wilmeth and Debra J. Freeman, for and during their joint
lives, and after the death of either of them, to the survivor of them,
his or her

Heirs and Assigns forever,
and I do hereby bind myself and my Heirs, Executors and Administrators, to
warrant and forever defend all and singular the said Premises unto the said Harriet E. Wilmeth and
Debra J. Freeman, for and during their joint lives, and after the
death of either of them, to the survivor of them, his or her

Heirs and Assigns, against myself and my Heirs and any person or
persons whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS MY Hand and Seal this 30th day of March
in the year of our Lord one thousand nine hundred and eighty-four

Signed, Sealed and Delivered
in the Presence of

Barbara K. Lee
Har E. Deady

Travis L. Dixon (SEAL)
Travis L. Dixon (SEAL)

THE STATE OF SOUTH CAROLINA,
DARLINGTON }
County.

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AFFIDAVIT OR PROBATE

PERSONALLY APPEARED before me Barbara K. Lee
(Insert Name of Subscribing Witness Sworn)

and made oath that she saw the within named TRAVIS L. DIXON
(He or She) (Insert Name of Grantor)

sign, seal, and as his Act and Deed, deliver the within written Deed;
(His, Her or Their)

and that she with Harris E. DeLoach, Jr.,
(He or She) (Insert Name of Other Witness)

witnessed the execution thereof.

SWORN TO before me this 30th
day of March, 19 84

(SEAL) [Signature]
(Signature of Officer)

Barbara K. Lee
(Signature of Witness Sworn)

Notary Public for South Carolina

(Official Title) 8-6-92

My Commission Expires:

THE STATE OF SOUTH CAROLINA,
DARLINGTON }
County.

RENUNCIATION OF DOWER

I, the subscribing officer, do hereby certify unto all whom it may concern that Mrs.

PEGGY O. DIXON

(Insert Name of Wife, Using Given Name)

the wife of the within named TRAVIS L. DIXON
(Insert Name of Grantor)

did this day appear before me, and, upon being privately and separately examined by me, did declare that she does
freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release
and forever relinquish unto the within named Harriet E. Wilmeth and Debra J. Freeman, for
and during their joint lives, and after the death of either of them,
to the survivor of them, his or her
(Insert Name of Grantee)

Heirs and Assigns, all her interest and estate, and also all her right and claim of dower of, in or to all and singular
the premises within mentioned and released.

GIVEN under my Hand and Seal, this 30th day of March, 19 84
(SEAL) Barbara K. Lee Peggy O. Dixon
(Signature of Officer) (Wife Sign Here)

Notary Public for South Carolina

(Official Title)

My Commission Expires: 10-21-84

IMPORTANT: If the deed is to be executed outside of South Carolina, the Grantor or Grantors must sign in presence of two (2) witnesses; both witnesses must sign; then one witness must go before a Notary Public who has a seal, or before the Clerk of a Court of record, and make and sign the affidavit or probate, the blank for which follows the deed; then the officer must sign and seal the joint.

In the Renunciation of Dower, the wife's name (not the husband's) must be inserted in the blank, and she must sign her own name—as Mary Smith, not Mrs. John Smith; then the officer must sign and seal the certificate. If taken outside of South Carolina, it must be by a Notary or Clerk of Court of record, with use of an impress seal.

If those directions be not strictly and literally followed, the deed will be valueless and cannot be recorded in South Carolina.

For deeds executed within the State, all these directions apply except that other officers can act and the impress seal is not essential.

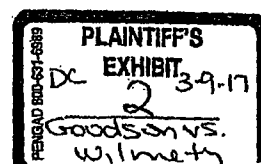
GOODSON TRUST

VS.

**HARRIET E. WILMETH,
ET AL**

CASE NUMBER 2015-CP-16-950

**PLAINTIFF'S EXHIBIT
NUMBER 2**



Doc ID: 000040888888 Type: MTG
 Recorded: 11/26/2002 at 6:14:12 PM
 Fee Amt: \$16.00 Page 1 of 8
 Darlington County, SC
 Scott B. Guggs Clerk of Court
 BK 1024 PG 4218-4225

WHEN RECORDED MAIL TO:

Bank of America Consumer Collateral Tracking, FL9-700-04-10
 8000 Southside Blvd, Bldg 700
 Jacksonville, FL 32256

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE dated November 18, 2002, is made and executed between **HARRIET E WILMETH AND DEBRA J FREEMAN** (referred to below as "Grantor") and Bank of America, N.A., whose address is 1301 Gervais St., Columbia, SC 29201 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in **DARLINGTON County, State of South Carolina**:

See Exhibit A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein. The Real Property or its address is commonly known as **1309 QUAIL MEADOW LN, HARTSVILLE, SC 29550-6067**.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future losses of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior

written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, as long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by South Carolina law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien claim or fee is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$10,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, resolve and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims,

MORTGAGE (Continued)

Loan No: 7022316886

Page 3

(d) If the Lender requires any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage; and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Promises. All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's indebtedness is paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. At Lender's option, Grantor will be in default under this Mortgage if any of the following happen:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Break Other Promise. Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Mortgage or in any agreement related to this Mortgage.

False Statements. Any representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Taking of the Property. Any creditor or governmental agency tries to take any of the Property or any other of Grantor's property in which Lender has a lien. This includes taking of, garnishing of or levying on Grantor's accounts with Lender. However, if Grantor disputes in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if Grantor gives Lender written notice of the claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and, as mortgagee-in-possession, collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Non-judicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Appraisal. Grantor hereby waives the right to assert any statute providing appraisal rights which may reduce any deficiency judgment obtained by Lender against Grantor in the event of foreclosure under this Mortgage.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either: (1) pay a reasonable rental for the use of the Property; or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender will give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Attorney's Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees in an amount not less than fifteen percent (15%) of the amount owing on the indebtedness and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any person may change his or her address for notices under this Mortgage by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

PAYMENT INFORMATION. If you make a payment(s) before or after the due date, the amount of your final payment may be higher or lower than the original scheduled amount. We may accept late payments or partial payments, even though marked "Payment in Full" (or a similar notation). We may accept payments accompanied by a letter stating that acceptance of the payment indicates our agreement to the terms set forth in the letter without giving up, waiving or losing any of our rights under law or under this Note. You will make all payments by check or money order, payable to us, drawn in U.S. dollars and payable through a U.S. financial institution or the U.S. Post Office. We will credit payments to this Note on the business day received if received before 2:00 P.M. at the location we specify or at one of our banking centers in the state of our address first described above. Otherwise, payments may not be credited to your loan for up to five (5) business days, even if payment is received under our arrangement with an affiliated bank to accept payments from our customers or at one of our ATMs. A business day is any day Monday through Friday that is not a legal holiday. Unless otherwise required by applicable law, to determine whether a late charge is due, we will apply any payment received to the oldest payment due.

UNTITLED SPOUSES AND NON-BORROWER GRANTORS. Any Grantor or Trustor who signs this Deed of Trust, Mortgage or Modification ("Security Instrument") but does not execute the Note or Credit Agreement ("Non-borrower Grantor or Trustor"): (a) is signing only to grant, bargain, sell and convey such Non-borrower Grantor's or Trustor's interest in the Property under the terms of this Security Instrument; (b) is not by signing becoming personally obligated to pay the Note or Credit Agreement; and (c) agrees that without such Non-borrower Grantor's or Trustor's consent, Lender and any other Grantor or Trustor may agree to renew, extend, modify, forbear or make any accommodations with regard to the terms of all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the obligation evidenced by the Note or the Credit Agreement ("Related Document").

Any spouse of a Grantor or Trustor who is not in title to the Property and who signs this Security Instrument: (a) is signing only to grant, bargain, sell and convey any marital and homestead rights of such spouse in the Property; (b) is not by signing becoming personally obligated to pay the Note or Credit Agreement; and (c) agrees that without such spouse's consent, Lender and any other Grantor or Trustor may agree to renew, extend, modify, forbear or make any accommodations with regard to the terms of any Related Document.

Neither of the two foregoing sentences limit the liability of any Non-borrower Grantor or Trustor or signing spouse of a Grantor or Trustor, as applicable, under any guaranty agreement or other agreement by such person, whereby such person becomes liable for the indebtedness in whole or in part; both such sentences apply notwithstanding any language to the contrary in this Security Instrument or any of the Related Documents and apply only to the extent permitted by applicable law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by and interpreted in accordance with federal law and the laws of the State of South Carolina. This Mortgage has been accepted by Lender in the State of South Carolina.

Joint and Several Liability. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor. Grantor waives all rights of exemption from execution or similar law in the Property, and Grantor agrees that the rights of Lender in the Property under this Mortgage are prior to Grantor's rights while this Mortgage remains in effect.

Severability. If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of South Carolina as to all indebtedness secured by this Mortgage.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means HARRIET E WILMETH and DEBRA J FREEMAN, and all other persons and entities signing the Note.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means HARRIET E WILMETH and DEBRA J FREEMAN.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, accrued interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Bank of America, N.A., its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated November 18, 2002, in the original principal amount of \$234,666.00

from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is December 2, 2017.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X [Signature] (Seal)
HARRIET E. WILMETH, individually

X [Signature] (Seal)
DEBRA J. FREEMAN, individually

Signed, acknowledged and delivered in the presence of:

X [Signature]
Witness
X [Signature]
Witness

INDIVIDUAL ACKNOWLEDGMENT

STATE OF South Carolina

)

) SS

COUNTY OF Darlington

)

PERSONALLY appeared before me and made oath that he or she saw the within-named Grantor(s) sign, seal, and, as his or her act and deed, deliver the within-written Mortgage for the uses and purposes therein mentioned, and that he or she with the other witness subscribed above witnessed the execution thereof.

[Signature]
(Witness)

SWORN to before me this 18th

day of November, A.D. 2002

X [Signature] (Seal)
Notary Public

My Commission expires: 05/22/12

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being near to and West or Southwest of the City of Hartsville, in Darlington County, State of South Carolina, designated as Lot No. One (1) on plat of subdivision of property situated near the City of Hartsville prepared for P. L. McCall, Sr., by J. E. Tucker, Jr., Registered Land Surveyor, dated February 10, 1977, as revised April 22, 1977, and recorded in the office of the Clerk of Court for Darlington County in Plat Book 73 at Page 237 and being more particularly shown on individual plat prepared for Harriet E. Wilmeth and Debra J. Freeman by Lind, Hicks and Associates, Surveyors, a copy of which is recorded in said Clerk's office in Plat Book 139 at Page 243; the said lot being slightly irregular in shape, and being bounded and measuring according to said plat as follows:

NORTH: By a 50 foot street, shown on said plat as Meadow Lane, a distance of 135.00 feet, more or less;
 EAST: By Lot No. 2, as shown on said plat, for a distance of 230.03 feet, more or less;
 SOUTH: by 15 foot utility alley indicated on said plat, for a distance of 133.40 feet, more or less; and,
 WEST: By lands now or formerly of C. K. Dunlap, a distance of 227.2 feet, more or less.

PROVIDED, HOWEVER, that this conveyance is made subject to the protective covenants, limitations and restrictions set forth in the instrument executed by the aforesaid P. L. McCall, Sr., and dated May 17, 1977.

Being the same premises conveyed unto the Mortgagors herein by deed of Travis L. Dixon and recorded in the office of the Clerk of Court for Darlington County in Book 867 at Page 790 on April 3, 1984.

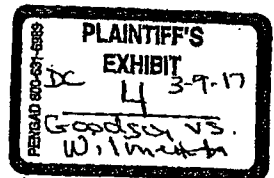
GOODSON TRUST

VS.

**HARRIET E. WILMETH,
ET AL**

CASE NUMBER 2015-CP-16-950

**PLAINTIFF'S EXHIBIT
NUMBER 4**



STATE OF SOUTH CAROLINA)
COUNTY OF DARLINGTON)
ESTATE OF HELEN S. GOODSON,)
PLAINTIFF)
VS.)
HARRIET E. WILMETH,)
DEFENDANT)

TRUE CERTIFIED COPY,
Scott B. Suggs
CLERK OF COURT/RMC
DARLINGTON COUNTY, SC

TRANSCRIPT OF JUDGEMENT
FROM DARLINGTON COUNTY PROBATE COURT

Dated February 03, 2006
Filed February 03, 2006

Party or Parties in Whose Favor Rendered:

Estate of Helen S. Goodson

Attorney of Record for Thomas E.
Goodson, Robert H. Goodson, Jr.,
Anne Owings, Lynne E. Dudley,
Barbara Ann G. Wideman, Jacqueline
G. Burgess (Moore), Helen Carol
Watkins Thompson, and Robert H.
Goodson, III:

J. Alex Stanton, IV
P.O. Box 70
Hartsville, SC 29551

Party or Parties Against Whom Rendered:

Harriet E. Wilmeth
1309 Quail Meadow Lane
Hartsville, SC 29550

Attorney of Record:

Pro Se

Amount of Judgement Rendered:

\$317,960.97

(See attached Probate Court Order dated
2/03/06 for the following amounts:)

1. \$ 14,503.30
 2. \$ 8,468.00
 3. \$ 96.23
 4. \$ 101.44
 5. \$ 85,000.00
 6. \$150,000.00
 7. \$ 10,000.00
 8. \$ 49,792.00
- \$317,960.97 Total

Cost of New Entry of Judgement

\$ 10.00

TOTAL AMOUNT OF JUDGEMENT

\$317,970.97

(Plus Legal Interest From 2/03/06 -the
date of the Probate Court Order)

2006 FEB 20 PM 1:35
FILED
SCOTT B. SUGGS
CLERK OF COURT/R.M.C.
DARLINGTON COUNTY, S.C.

=====TRUE CERTIFIED COPY=====

Scott B. Suggs

TRUE CERTIFIED COPY,

Scott B. Suggs
CLERK OF COURT/RMC
DARLINGTON COUNTY, SC

I hereby certify that the foregoing is a true and correct Transcript from
the Judgement rendered by the Probate Court dated February 03, 2006.

Dated this 20 day of February, 2006

Marvin Lawson
Honorable Marvin V. Lawson
Probate Judge for Darlington County

I, the Clerk of Court for Darlington County, South Carolina, certify that the
above Transcript of Judgement (with attached Probate Court Order, dated
February 03, 2006) has been duly filed in the records of the Clerk of Court
for Darlington County on this 20 day of February, 2006, and Indexed as
Judgement Roll # 54639.

2006 FEB 20 PM 1:35
SCOTT B. SUGGS
CLERK OF COURT/RMC
DARLINGTON COUNTY, SC

FILED

Scott B. Suggs

Scott B. Suggs
Clerk of Court for Darlington County

TRUE CERTIFIED COPY
Scott B. Suggs

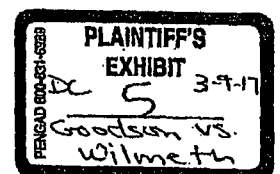
GOODSON TRUST

VS.

**HARRIET E. WILMETH,
ET AL**

CASE NUMBER 2015-CP-16-950

**PLAINTIFF'S EXHIBIT
NUMBER 5**



STATE OF SOUTH CAROLINA)
COUNTY OF DARLINGTON)

ASSIGNMENT

The Estate of Helen S. Goodson (hereinafter referred to as Assignor) hereby sells, assigns, sets over, and conveys unto the Residuary Beneficiaries Trust of the Estate of Margaret S. Goodson and the Estate of Helen S. Goodson (hereinafter referred to as Assignee) all of its interest in and to the following:

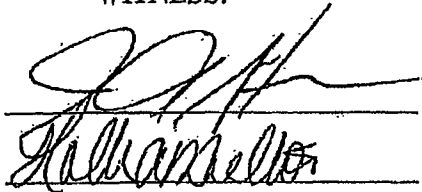
- (a) That certain Judgment granted in favor of the Assignor against Harriet E. Wilmeth in the sum of \$317,970.97, dated February 3, 2006 and recorded on February 20, 2006 in the office of the Clerk of Court for Darlington County as Judgment Roll Number 54,639.

The Address of the Assignee is as follows:

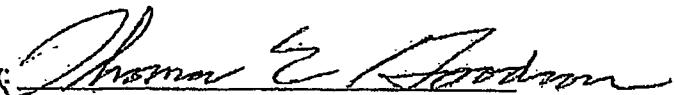
Residuary Beneficiaries Trust of the Estate
of Margaret S. Goodson and The Estate
of Helen S. Goodson
c/o Thomas E. Goodson, Trustee
P.O. Box 98
Hartsville, SC 29551

Dated this 18th day of November, 2013.

WITNESS:


William E. Goodson

The Estate of Helen S. Goodson

By: 
Thomas E. Goodson,
Second Successor Personal Representative

TRUE CERTIFIED COPY,


CLERK OF COURT/RMC
DARLINGTON COUNTY, SC

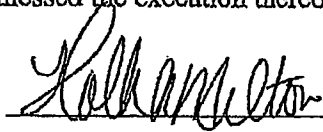
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SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

FILED

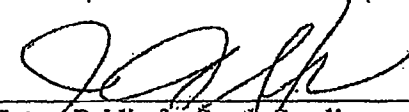
COPY

STATE OF SOUTH CAROLINA,)
)
COUNTY OF DARLINGTON.) PROBATE

PERSONALLY APPEARED before me the undersigned and made oath that he saw the within-named, Thomas E. Goodson as Second Successor Personal Representative of the Estate of Helen S. Goodson, sign, seal, and their act and deed, deliver the within-written Assignment; and that he/she with the other witness witnessed the execution thereof.

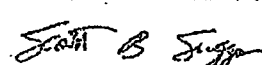


SWORN TO before me this 18th
day of November, 2013.



Notary Public for South Carolina
My Commission Expires: 2/14/15

FILED
2013 NOV 21 PM 2:19
SCOTT B. SUGGS
CLERK OF COURT/RMC
DARLINGTON COUNTY, S.C.

TRUE CERTIFIED COPY, ✓

CLERK OF COURT/RMC
DARLINGTON COUNTY, SC

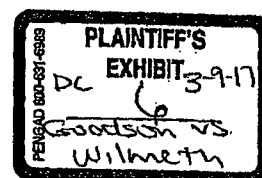
GOODSON TRUST

VS.

**HARRIET E. WILMETH,
ET AL**

CASE NUMBER 2015-CP-16-950

**PLAINTIFF'S EXHIBIT
NUMBER 6**



STATE OF SOUTH CAROLINA)

COUNTY OF DARLINGTON)

Estate of Helen S. Goodson,)

Plaintiff,)

vs.)

Harriet E. Wilmeth,)

Defendant.)

IN THE COURT OF COMMON PLEAS

JUDGEMENT ROLL NO.: 54,639

EXECUTION

Return to Clerk
Nulla Bona
J. Wayne Byrd
Sheriff, D.C.S.O.

TO THE SHERIFF OF THE COUNTY OF DARLINGTON:

WHEREAS, Judgement was rendered on the 3rd day of February, 2006 in favor of The Estate of Helen S. Goodson against Harriet E. Wilmeth, for the sum of \$317,970.91 as will appear by Judgment Roll Number 54,639 of the above entitled Court:

WHEREAS, said Judgment was duly filed and docketed in the Office of the Clerk of Court for the State and County aforesaid on the 20th day of February, 2006, for the sum of \$317,970.91 and, said amount with interest and costs is now actually due.

WHEREAS, the aforesaid Judgment was thereafter assigned by The Estate of Helen S. Goodson to The Residuary Trust of The Estate of Margaret S. Goodson and The Estate of Helen S. Goodson, by Assignment dated November 18, 2013, and recorded on November 21, 2013.

THEREFORE, we command that you satisfy the said Judgment out of the personal property of the said Defendant within your said County; or if sufficient personal property in your County belonging to said Judgment debtor on the day said Judgment was so docketed in your County or at any time thereafter in whose hands soever the same may be found and duly return this

TRUE CERTIFIED COPY
Scott B. Suggs
CLERK OF COURT/RMC
DARLINGTON COUNTY, SC

Execution according to law to the Clerk of Court of Common Pleas for the State and County aforesaid.

WITNESS the Hand of the Clerk of Court, for the State and County aforesaid, this 30 day of November, 2015.

Return to Clerk
Nulla Bona
J. Wayne Byrd
Sheriff, D.C.S.O.

Scott B. Suggs
Scott B. Suggs
Clerk of Court for Darlington County

Stanton Law Firm

By:

J. Alex Stanton, IV
J. Alex Stanton, IV
Attorney for the Plaintiff
Post Office Drawer 70
Hartsville, South Carolina 29551
(843) 332-5171

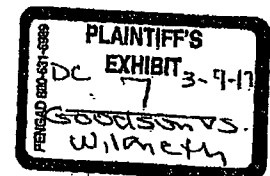
GOODSON TRUST

VS.

**HARRIET E. WILMETH,
ET AL**

CASE NUMBER 2015-CP-16-950

**PLAINTIFF'S EXHIBIT
NUMBER 7**



TRUE CERTIFIED COPY,
Scott B. Suggs
CLERK OF COURT/RMC
DARLINGTON COUNTY, SC

I hereby certify that the foregoing is a true and correct Transcript from
the Judgement rendered by the Probate Court dated February 03, 2006.

Dated this 20 day of February, 2006

Marvin I. Lawson
Honorable Marvin I. Lawson
Probate Judge for Darlington County

I, the Clerk of Court for Darlington County, South Carolina, certify that the
above Transcript of Judgement (with attached Probate Court Order, dated
February 03, 2006) has been duly filed in the records of the Clerk of Court
for Darlington County on this 20 day of February, 2006, and indexed as
Judgement Roll # 54640.

2006 FEB 20 PM 1:11
SCOTT B. SUGGS
CLERK OF COURT/RMC
DARLINGTON COUNTY, SC

FILED

Scott B. Suggs
Scott B. Suggs
Clerk of Court for Darlington County

TRUE CERTIFIED COPY,
Scott B. Suggs

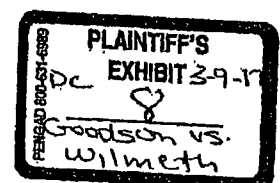
GOODSON TRUST

VS.

**HARRIET E. WILMETH,
ET AL**

CASE NUMBER 2015-CP-16-950

**PLAINTIFF'S EXHIBIT
NUMBER 8**



STATE OF SOUTH CAROLINA)
)
COUNTY OF DARLINGTON)

ASSIGNMENT

The Estate of Margaret S. Goodson (hereinafter referred to as Assignor) hereby sells, assigns, sets over, and conveys unto the Residuary Beneficiaries Trust of the Estate of Margaret S. Goodson and the Estate of Helen S. Goodson (hereinafter referred to as Assignee) all of its interest in and to the following:

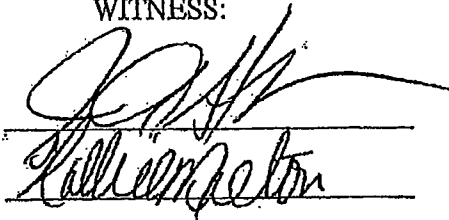
- (a) That certain Judgment granted in favor of the Assignor against Harriet E. Wilmeth in the sum of \$150,010.00, dated February 3, 2006 and recorded on February 20, 2006 in the office of the Clerk of Court for Darlington County as Judgment Roll Number 54,640.

The Address of the Assignee is as follows:

Residuary Beneficiaries Trust of the Estate
of Margaret S. Goodson and The Estate
of Helen S. Goodson
c/o Thomas E. Goodson, Trustee.
P.O. Box 98
Hartsville, SC 29551

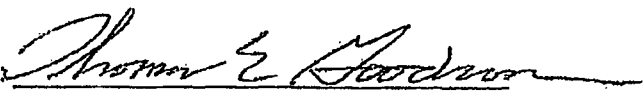
Dated this 18 day of November, 2013.

WITNESS:



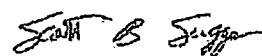
William A. Nelson

The Estate of Margaret S. Goodson

By: 

Thomas E. Goodson,
Second Successor Personal Representative

TRUE CERTIFIED COPY, 1



CLERK OF COURT/RMC
DARLINGTON COUNTY, SC

2013 NOV 21 PM 2:22
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

FILED

COPY

STATE OF SOUTH CAROLINA,)
)
COUNTY OF DARLINGTON.) PROBATE

PERSONALLY APPEARED before me the undersigned and made oath that he saw the within-named, Thomas E. Goodson as Second Successor Personal Representative of the Estate of Margaret S. Goodson, sign, seal, and their act and deed, deliver the within-written Assignment; and that he/she with the other witness witnessed the execution thereof.

✓ Hollameter
SWORN TO before me this 18th
day of November, 2013.

[Signature]
Notary Public for South Carolina
My Commission Expires: 2/14/15

2013 NOV 21 PM 2:22
SCOTT B. SUGGS
CLERK OF COURT/R-9-D
DARLINGTON COUNTY, S.C.

FILED

TRUE CERTIFIED COPY,
Scott B. Suggs
CLERK OF COURT/RMC
DARLINGTON COUNTY, SC

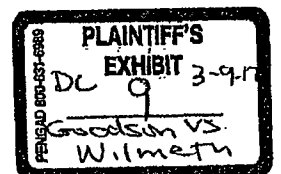
GOODSON TRUST

VS.

**HARRIET E. WILMETH,
ET AL**

CASE NUMBER 2015-CP-16-950

**PLAINTIFF'S EXHIBIT
NUMBER 9**



STATE OF SOUTH CAROLINA)
COUNTY OF DARLINGTON)
Estate of Margaret S. Goodson,)
Plaintiff,)
vs.)
Harriet E. Wilmeth,)
Defendant.)

IN THE COURT OF COMMON PLEAS
JUDGEMENT ROLL NO.: 54,640

EXECUTION

Return to Clerk
Nulla Bona
J. Wayne Byrd
Sheriff, D.C.S.O.

TO THE SHERIFF OF THE COUNTY OF DARLINGTON:

WHEREAS, Judgement was rendered on the 3rd day of February, 2006 in favor of The Estate of Margaret S. Goodson against Harriet E. Wilmeth, for the sum of \$150,010.00 as will appear by Judgment Roll Number 54,640 of the above entitled Court:

WHEREAS, said Judgment was duly filed and docketed in the Office of the Clerk of Court for the State and County aforesaid on the 20th day of February, 2006, for the sum of \$150,010.00 and, said amount with interest and costs is now actually due.

WHEREAS, the aforesaid Judgment was thereafter assigned by The Estate of Margaret S. Goodson to The Residuary Trust of The Estate of Margaret S. Goodson and The Estate of Helen S. Goodson, by Assignment dated November 18, 2013, and recorded on November 21, 2013.

THEREFORE, we command that you satisfy the said Judgment out of the personal property of the said Defendant within your said County; or if sufficient personal property in your County belonging to said Judgment debtor on the day said Judgment was so docketed in your County or at any time thereafter in whose hands soever the same may be found, to pay this

TRUE CERTIFIED COPY
Scott B. Suggs
CLERK OF COURT/RMC
DARLINGTON COUNTY, SC

COPY

Execution according to law to the Clerk of Court of Common Pleas for the State and County aforesaid.

WITNESS the Hand of the Clerk of Court, for the State and County aforesaid, this 30th day of November, 2015.

Return to Clerk
Nulla Bona
J. Wayne Byrd
Sheriff, D.C.S.O.

Scott B. Suggs
Scott B. Suggs
Clerk of Court for Darlington County

Stanton Law Firm

By:

J. Alex Stanton, IV
J. Alex Stanton, IV
Attorney for the Plaintiff
Post Office Drawer 70
Hartsville, South Carolina 29551
(843) 332-5171

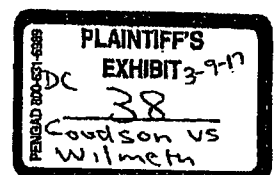
GOODSON TRUST

VS.

**HARRIET E. WILMETH,
ET AL**

CASE NUMBER 2015-CP-16-950

**PLAINTIFF'S EXHIBIT
NUMBER 38**



STATE OF SOUTH CAROLINA

COUNTY OF

Darlington

STATE

V.

DEFENDANT

Harnett E Wilmett

Hearing Date

8.27.15

IN THE COURT OF GENERAL SESSIONS

NO. 09-GS-16-00690

15CP160686

CIVIL JUDGMENT

SSN XXX-XX-2894

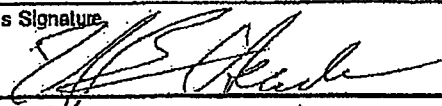
DOB: 10-12-58

This matter came before me on the above mentioned date, pursuant to a motion to require the defendant to show cause why the defendant's default in paying ~~fine and~~ restitution (strike inapplicable) should not be treated as a civil judgment and a judgment lien attached. After hearing the evidence, I find that no cause was shown why judgment should not be entered for the unpaid balance of ~~fine and~~ restitution (strike inapplicable). I find the unpaid balance of the ~~fine and~~ restitution (Strike inapplicable) due and the payee to be as stated below.

It is therefore ordered adjudged and decreed that the payee, shall have judgment against the defendant in the sum stated below. It is further ordered that the clerk of court enter this judgment in the civil judgment records of the court. All of which is ordered pursuant to S. C. Code Ann. 17-25-323.

Payee's Name SC PPS		
Payee's Address Helen S. Goodson Trust		
Street PO Box 50666		
City Columbia, SC	State SC	Zip 29250

The Defendant is ordered to pay to the Payee the sum of \$ 96,513.15 ✓

Presiding Judge's Signature 	Date 8-27-15
Judge's Name Printed Roger E. Henderson	Darlington S.C.

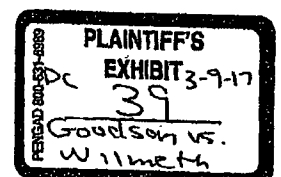
GOODSON TRUST

VS.

**HARRIET E. WILMETH,
ET AL**

CASE NUMBER 2015-CP-16-950

**PLAINTIFF'S EXHIBIT
NUMBER 39**



STATE OF SOUTH CAROLINA)
)
COUNTY OF DARLINGTON)

ASSIGNMENT

The Estate of Helen S. Goodson (hereinafter referred to as Assignor) hereby sells, assigns, sets over, and conveys unto the Residuary Beneficiaries Trust of the Estate of Margaret S. Goodson and the Estate of Helen S. Goodson (hereinafter referred to as Assignee), all of its interest in and to the following:

- (a) That certain "Court Ordered Restitution" owed to the Estate of Helen S. Goodson by Harriet E. Wilmeth as the result of her Guilty Plea to Indictment Case Number 09-GS-16-690 on June 12, 2009 and which Restitution is being handled by the Darlington County Probation Office.

(A copy of the Guilty Plea Document, the General Sessions Docket Report, and the Indictment is attached).

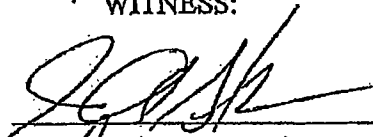
The Address of the Assignee is as follows:

Residuary Beneficiaries Trust of the Estate
of Margaret S. Goodson and The Estate
of Helen S. Goodson
c/o Thomas E. Goodson, Trustee
P.O. Box 98
Hartsville, SC 29551

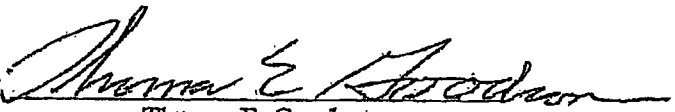
FILED
2013 NOV 21 PM 2:24
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

Dated this 18th day of November, 2013.

WITNESS:

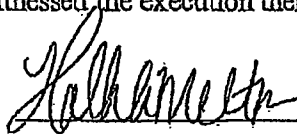

Kalhamer Jr

The Estate of Helen S. Goodson

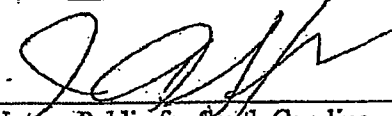
By: 
Thomas E. Goodson,
Second Successor Personal Representative

STATE OF SOUTH CAROLINA,)
)
COUNTY OF DARLINGTON.) PROBATE

PERSONALLY APPEARED before me the undersigned and made oath that he saw the within-named, Thomas B. Goodson as Second Successor Personal Representative of the Estate of Helen S. Goodson, sign, seal, and their act and deed, deliver the within-written Assignment; and that he/she with the other witness witnessed the execution thereof.



SWORN TO before me this 18th
day of November, 2013.



Notary Public for South Carolina
My Commission Expires: 2/14/15

FILED
2013 NOV 21 PM 2:24
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

STATE OF SOUTH CAROLINA

COUNTY OF

Darlington

STATE
V.

DEFENDANT

Harnett E Wilmett



IN THE COURT OF GENERAL SESSIONS

NO. 09 -cs- 16 -00690

15CP160686

CIVIL JUDGMENT

SSN XXX-XX-2896

DOB: 16-12-58

This matter came before me on the above mentioned date, pursuant to a motion to require the defendant to show cause why the defendant's default in paying fines and restitution (strike inapplicable) should not be treated as a civil judgment and a judgment lien attached. After hearing the evidence, I find that no cause was shown why judgment should not be entered for the unpaid balance of fines and restitution (strike inapplicable). I find the unpaid balance of the ~~fine and~~ restitution (Strike inapplicable) due and the payee to be as stated below.

It is therefore ordered adjudged and decreed that the payee, shall have judgment against the defendant in the sum stated below. It is further ordered that the clerk of court enter this judgment in the civil judgment records of the court. All of which is ordered pursuant to S. C. Code Ann. 17-25-323.

Payee's Name SC PPPS		
Payee's Address Helen S. Goodson Trust		
Street PO Box 50466		
City Columbia, SC	State SC	Zip 29250

The Defendant is ordered to pay to the Payee the sum of \$ 96,513.15 ✓

Presiding Judge's Signature 	Date 8-27-15
Judge's Name Printed Roger E. Henderson	Darlington, S.C.

Form 1128 (Stock)

Copy Distribution-Original-Clerk of Court; 2nd ply-County File; 3rd ply-Defendant; 4th ply-Judgment Creditor

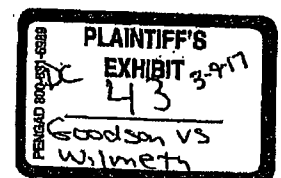
GOODSON TRUST

VS.

**HARRIET E. WILMETH,
ET AL**

CASE NUMBER 2015-CP-16-950

**PLAINTIFF'S EXHIBIT
NUMBER 43**



STATE OF SOUTH CAROLINA) IN THE PROBATE COURT
COUNTY OF DARLINGTON)

IN RE: Estate of Margaret S. Goodson 1998-ES-16-216

IN RE: Estate of Helen S. Goodson 2000-ES-16-284

2013 OCT -4 AM 11:16
FILED
MARVIN L. LAWSON
JUDGE OF PROBATE
DARLINGTON COUNTY, SC

ORDER APPROVING TRUST AGREEMENT

This matter comes before me, the undersigned, upon Motion of Thomas B. Goodson, the Second Successor Personal Representative of both the above named Estates and with the "Consent" of all of the Residuary Beneficiaries of the Estates.

Based upon the said Motion and based upon the Consent of all of the Residuary Beneficiaries of the Estates, this Court did not conduct a Hearing on this matter.

BRIEF HISTORY OF THE ESTATES

Margaret S. Goodson died testate on June 6, 1998 and her Probate Court documents are on file in the above referenced Darlington County Estate File Number. The Last Will and Testament of Margaret S. Goodson provided for some "specific bequests" and then bequeathed and devised the remaining assets to her sister, Helen S. Goodson, if she survived her. Helen S. Goodson did survive Margaret S. Goodson and she received the residuary assets of the Estate of Margaret S. Goodson.

Helen S. Goodson died testate on June 26, 2000 and her Probate Court documents are on file in the above referenced Darlington County Estate File Number. The Last Will and Testament of Helen S. Goodson provided for some "specific bequests" and then bequeathed and devised the remaining assets to nine (9) beneficiaries, namely, Thomas B. Goodson, Robert H. Goodson, Jr., Barbara Ann G. Wideman, Jacqueline G. Burgess Moore, Ann Owings, Lynn B. Dudley, Helen Carol Watkins Thompson, Thomas G. Sumner and the Estate of Linda S. Brooks/ Trust for Alise R. Brooks (hereinafter referred to as the "Residuary Beneficiaries").

From the outset of the Estate Administration, there were difficulties as are apparent in a review of these Estate Files. The initial Personal Representative of the Estate of Margaret S. Goodson and of the Estate of Helen S. Goodson died shortly after the death of Helen S. Goodson, and, at that time, neither Estate Administration had been concluded. Pursuant to the Last Will and Testament(s), the Attorney, who had been

Marvin Lawson
JUDGE OF PROBATE
DARLINGTON COUNTY, S.C.

assisting Linda S. Brooks, the initial Personal Representative of both Estates, was designated as the Successor Personal Representative of both Estates and the Probate Court appointed Harriet E. Wilmeth as the Successor Personal Representative of both Estates.

The Successor Personal Representative of both Estates did not properly perform her duties as Personal Representative of either Estate and as a result, Harriet E. Wilmeth was removed as Successor Personal Representative of both Estates and Thomas E. Goodson was appointed by the Court as the Second Successor Personal Representative of both Estates.

As a result of the litigation by some Heirs of both Estates against Harriet E. Wilmeth, two (2) Judgments were rendered against Harriet E. Wilmeth as follows:

(a) Judgment in favor of the Estate of Margaret S. Goodson in the sum of \$150,010.00 was rendered on February 3, 2006 and recorded in the office of the Clerk of Court on February 20, 2006 as Judgment Roll Number 54,640.

(b) Judgment in favor of the Estate of Helen S. Goodson in the sum of \$317,970.97 was rendered on February 3, 2006 and recorded in the office of the Clerk of Court on February 20, 2006 as Judgment Roll Number 54, 639.

In addition to the above two (2) Judgments against Harriet E. Wilmeth, as a part of the General Sessions Court Sentence of Harriet E. Wilmeth as a result of her "Pleading Guilty" to Securities Fraud and Breach of Trust with Fraudulent Intent (which Guilty Plea took place on June 12, 2009), Harriet E. Wilmeth was ordered to pay Restitution to the Estate of Helen S. Goodson in the sum of \$100,000.00.

The current assets of the Estates consist primarily of "cash assets" and the Second Successor Personal Representative of both Estates has made some periodic distributions to the Residuary Beneficiaries, but the Estates still have control over and possession of some Estate Cash Assets.

During the period of time since the appointment of Thomas E. Goodson as the Second Successor Personal Representative of both Estates, both Estates have made attempts to collect additional monies from Harriet E. Wilmeth as the result of the two (2) aforesaid Judgments and there are some additional known assets of Harriet E. Wilmeth which will be pursued by both Estates in attempt to collect monies from Harriet E. Wilmeth.

In addition, the Estate of Helen S. Goodson anticipates receiving from Harriet E. Wilmeth the aforesaid Court Ordered Restitution.

Due to the possibility of the Estates collecting monies from Harriet E. Wilmeth, both Estates have remained open and have not been closed even though both Estates have been open for over ten (10) years.

The Probate Court desires that both Estates be closed, but the Probate Court is aware that the Residuary Beneficiaries need to have "a mechanism" in which to pursue and possibly collect the aforesaid monies owed by Harriet E. Wilmeth.

**AGREEMENT BETWEEN THE SECOND SUCCESSOR
PERSONAL REPRESENTATIVE OF BOTH ESTATES
AND THE RESIDUARY BENEFICIARIES**

The Second Successor Personal Representative of both Estates and the Residuary Beneficiaries have agreed to create a Trust, known as the Residuary Beneficiaries Trust of the Estate of Margaret S. Goodson and the Estate of Helen S. Goodson, (hereinafter referred to as "Trust" or "Trust Agreement"), a copy of which is attached to the pending Motion before this Court.

FINDINGS OF FACT AND CONCLUSION OF LAW

The Court has reviewed the terms of and the purpose of the Trust and the Court finds and concludes as follows:

1. The Trust is appropriate, fair and reasonable, and should be approved by this Court, especially since the Second Personal Successor Representative of both Estates and all of the Residuary Beneficiaries of the Estates have "consented to the Trust" and have "requested that this Court approve the terms of this Trust".
2. The Second Successor Personal Representative has acted reasonably in his service as Second Successor Personal Representative of both Estates.
3. Upon approval of the Trust by this Court, the Second Successor Personal Representative of the Estates can then take the necessary actions to (a) fund the Trust with \$10,000.00 in Cash Assets, (b) assign various Estate Interests to the Trust, (c) distribute some monies to the Residuary Beneficiaries, and (d) close both of the Estates.

NOW, THEREFORE, upon Motion of Thomas E. Goodson, the Second Successor Personal Representative of both Estates, with the "Consent" of all Residuary Beneficiaries of the Estates, and upon good cause being shown, it is

ORDERED:

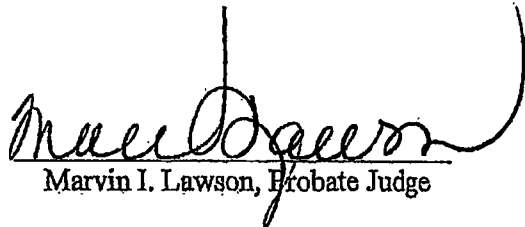
1. The provisions and terms of the Residuary Beneficiaries Trust of the Estate of Margaret S. Goodson and the Estate of Helen S. Goodson are approved by this Court.
2. That the Second Successor Personal Representative shall thereafter "assign" to this Trust the following:
 - (a) The aforesaid Judgment granted in favor of the Estate of Margaret S. Goodson against Wilmeth;
 - (b) The aforesaid Judgment granted in favor of the Estate of Helen S. Goodson against Wilmeth;
 - (c) Any other Agreements to pay monies to said Estates.
 - (d) The Court Ordered Restitution from the June 12, 2009 General Sessions Court Sentence of Wilmeth.
3. That the Second Successor Personal Representative shall thereafter transfer the sum of Ten Thousand and no/100 (\$10,000.00) Dollars from the Estates to the Trust.
4. That the Second Successor Personal Representative can distribute the remaining assets of the Estates to the Residuary Beneficiaries (except the sum of \$10,000.00) and shall take such steps "to close" both Estates.
5. That the Trustee shall continue to attempt to collect additional monies from Wilmeth.
6. That the Trustee will render Annual Accountings to the Residuary Beneficiaries while this Trust is in existence.
7. That the Trustee will make periodic distributions to the Residuary Beneficiaries of any monies which are collected from Wilmeth as the Trustee deems advisable and reasonable.
8. That upon the expiration of the ten (10) year period of time after the issuance of the two (2) Judgments and after the expiration of the time period for the receipt of the Court Ordered Restitution, then the Trustee shall distribute any remaining monies of the Trust to the Residuary Beneficiaries and that this Trust shall then terminate.

AND IT IS SO ORDERED.

4th day of October

OS 210000 NO15N1000
JUDGE OF PROBATE
MARVIN I. LAWSON
2013.

2013 OCT -4 AM 11:17


Marvin I. Lawson, Probate Judge

FILED

STATE OF SOUTH CAROLINA) IN THE PROBATE COURT
COUNTY OF DARLINGTON)

IN RE: Estate of Margaret S. Goodson 1998-ES-16-216

IN RE: Estate of Helen S. Goodson 2000-ES-16-284

MOTION FOR APPROVAL OF TRUST AGREEMENT

The Second Successor Personal Representative of the Estate of Margaret S. Goodson and the Estate of Helen S. Goodson, by and through the undersigned Attorney for both Estates, hereby moves for the Approval of the attached Trust Agreement (which has been executed by the Second Successor Personal Representative, the "proposed" Trustee and by the Residuary Beneficiaries of the Estates- pending the Approval by this Court).

The grounds for the granting of this Motion are set forth in the attached Trust Agreement.

4th day of October, 2013

By: _____

STANTON LAW FIRM

J. Alex Stanton, IV
Post Office Drawer 70
Hartsville, SC 29551
(843) 332-5171

Attorney for the Estate of Margaret S.
Goodson and the Estate of Helen S.
Goodson

TRUE COPY

Marvin E. Brown
JUDGE OF PROBATE
DARLINGTON COUNTY, S.C.

2013 OCT -4 AM 11:15
MARVIN E. BROWN
JUDGE OF PROBATE
DARLINGTON COUNTY, SC

FILED

FILED

STATE OF SOUTH CAROLINA)
COUNTY OF DARLINGTON)
2013 OCT -4 AM 11:15

**RESIDUARY BENEFICIARIES TRUST OF
THE ESTATE OF MARGARET S. GOODSON
AND THE ESTATE OF HELEN S. GOODSON**

MARGARET S. GOODSON
JUDGE OF PROBATE
DARLINGTON COUNTY, S.C.

This Residuary Beneficiaries Trust of the Estate of Margaret S. Goodson and of the Estate of Helen S. Goodson Trust (hereinafter referred to as "Trust" or "Trust Agreement") is made as of the 4th day of October, 2013, by and between Thomas E. Goodson as Second Successor Personal Representative of the Estate of Margaret S. Goodson and of the Estate of Helen S. Goodson (the "Personal Representative"), Thomas E. Goodson as the Trustee of the Residuary Beneficiaries Trust of the Estate of Margaret S. Goodson and of the Helen S. Goodson (the "Trustee"), and Thomas E. Goodson, Robert H. Goodson, Jr., The Estate of Anne Owings, Lynn E. Dudley, Barbara Ann G. Wideman, Jacqueline G. Burgess Moore, Helen Carol Watkins Thompson, Fred Wilhelm ("Assignee" of Thomas G. Sumner) and the Estate of Linda S. Brooks/Trust for Alise R. Brooks (collectively referred to as "Residuary Beneficiaries").

WHEREAS, Margaret S. Goodson died on June 6, 1998 and her Estate records are on file in the Darlington County Probate Court as File Number 1998-ES-16-216; and,

WHEREAS, the Last Will and Testament of Margaret S. Goodson contained some "specific bequests" and directed that the rest of her Estate be given and devised unto her sister, Helen S. Goodson, if she survived her; and,

WHEREAS, Helen S. Goodson did survive her sister, Margaret S. Goodson, and that Helen S. Goodson was given, bequeathed, and devised the residuary assets of the Estate of Margaret S. Goodson; and,

WHEREAS, Helen S. Goodson died on June 26, 2000 and her Estate records are on file with the Darlington County Probate Court as File Number 2000-ES-16-284; and,

WHEREAS, the Last Will and Testament of Helen S. Goodson contained some "specific bequests" and directed that the rest of her Estate be given and devised to those persons referred to hereinabove as the Residuary Beneficiaries; and,

WHEREAS, the Personal Representative has distributed all of the "specific bequests" and some of the other assets of both Estates to the Residuary Beneficiaries; and,

WHEREAS, there has been extensive litigation involving both Estates which has resulted in both Estates "remaining open" for over ten (10) years; and,

WHEREAS, the Estate of Margaret S. Goodson obtained a Judgment against Harriet E. Wilmeth (hereinafter referred to as "Wilmeth") in the sum of \$150,010.00, which was dated February 3, 2006 and recorded on February 20, 2006 in the Office of the Clerk of Court for Darlington County as Judgment Roll Number 54,640; and,

TRUE COPY

Margaret S. Goodson

JUDGE OF PROBATE
DARLINGTON COUNTY, S.C.

WHEREAS, the Estate of Helen S. Goodson obtained a Judgment against Harriet E. Wilmeth (hereinafter referred to as "Wilmeth"), in the sum of \$317,970.97, which was dated February 3, 2006 and recorded on February 20, 2006 in the Office of the Clerk of Court for Darlington County as Judgment Roll Number 54,639; and,

WHEREAS, Wilmeth "Plead Guilty" to Securities Fraud and Breach of Trust with Fraudulent Intent in General Sessions Court on June 12, 2009 and, as part of her sentence, Wilmeth was required to pay \$100,000.00 Restitution to the Estate of Helen S. Goodson; and,

WHEREAS, both the Estate of Margaret S. Goodson and the Estate of Helen S. Goodson are attempting to collect monies from Wilmeth due to their respective Judgments; and,

WHEREAS, the Estate of Helen S. Goodson is anticipating the receipt of the Court Ordered Restitution from Wilmeth; and,

WHEREAS, the Darlington County Probate Court is "desirous of closing" both of the said Estates, but is fully aware of the possible receipt by one (1) or both said Estates of monies to be applied against the respective Judgments or from the Court Ordered Restitution; and,

WHEREAS, in order to "preserve" the ability of the Residuary Beneficiaries to receive additional monies from the Estates as a result of the Estates' collecting additional monies from Wilmeth due to their respective Judgments and the Court Ordered Restitution, the Personal Representative and the Residuary Beneficiaries are in agreement for both Estates "to assign" (a) their respective interests in the two (2) Judgments, (b) their respective interests in any other Agreement to pay monies to the said Estates, and (c) for the Estate of Helen S. Goodson to assign its interest in the Court Ordered Restitution to this Trust; and,

WHEREAS, the Personal Representative and the Residuary Beneficiaries are also in agreement that the sum of Ten Thousand and no/100 (\$10,000.00) Dollars from the combined Estates' Assets should also be transferred to this Trust; and,

WHEREAS, the Personal Representative and the Residuary Beneficiaries are in agreement that the Personal Representative can distribute the remaining assets of the Estates' (except the sum of \$10,000.00) to the Residuary Beneficiaries and to take the steps to close both Estates; and,

WHEREAS, upon the Trustee's receipt of any monies collected from Wilmeth, then the Trustee can make distributions to the Residuary Beneficiaries at such intervals as the Trustee deems advisable and reasonable; and,

WHEREAS, until the termination of this Trust, the Trustee shall make Annual Accountings to the Residuary Beneficiaries of this Trust; and,

WHEREAS, upon the expiration of the ten (10) year period of time after the issuance of the two (2) Judgments and after the expiration of the time period for the receipt of the Court Ordered Restitution, then the Trustee shall distribute any remaining monies of the Trust to the Residuary Beneficiaries and that this Trust shall then terminate; and,

WHEREAS, the Effective Date of this Trust will be the date when the Darlington County Probate Court approves the terms of this Trust; and,

WHEREAS, additional terms of the Trust are set forth hereinbelow in Numbered Paragraph 9.

NOW KNOW ALL MEN BY THESE PRESENTS that the Personal Representative, Trustee, and the Residuary Beneficiaries **AGREE** as follows:

1. That upon the date which the Darlington County Probate Court issues its Order approving the terms of this Trust (with or without a Hearing), this Trust will become effective.
2. That the Personal Representative shall thereafter "assign" to this Trust the following:
 - (a) The aforesaid Judgment granted in favor of the Estate of Margaret S. Goodson against Wilmeth;
 - (b) The aforesaid Judgment granted in favor of the Estate of Helen S. Goodson against Wilmeth;
 - (c) Any other Agreements to pay monies to said Estates.
 - (d) The Court Ordered Restitution from the June 12, 2009 General Sessions Court Sentence of Wilmeth.
3. That the Personal Representative shall thereafter transfer the sum of Ten Thousand and no/100 (\$10,000.00) Dollars from the Estates to the Trust.
4. That the Personal Representative can distribute the remaining assets of the Estates to the Residuary Beneficiaries (except the sum of \$10,000.00) shall take such steps "to close" both Estates.
5. That the Trustee shall continue to attempt to collect additional monies from Wilmeth.
6. That the Trustee will render Annual Accountings to the Residuary Beneficiaries while this Trust is in existence.
7. That the Trustee will make periodic distributions to the Residuary Beneficiaries of any monies which are collected from Wilmeth as the Trustee deems advisable and reasonable.

8. That upon the expiration of the ten (10) year period of time after the issuance of the two (2) Judgments and after the expiration of the time period for the receipt of the Court Ordered Restitution, then the Trustee shall distribute any remaining monies of the Trust to the Residuary Beneficiaries and that this Trust shall then terminate.

9. Additional terms of the Trust are set forth hereinbelow:

A. Name and Purpose of the Trust. The name of the Trust shall be the Residuary Beneficiaries Trust of the Estate of Margaret S. Goodson and the Estate of Helen S. Goodson. The sole purpose of the Trust shall be the collection of monies owed to either Estate by Wilmeth and the distribution of such "net monies collected" to the Residuary Beneficiaries. The Trustee shall take such other action as is necessary to conserve and protect the Trust Property and to provide for its orderly disposition.

B. Operation of Trustee. On or promptly after the transfer of the above referenced items to the Trustee, the Trustee shall engage such legal assistance and other assistance as the Trustee shall determine to be appropriate for the prompt and efficient collection of monies owed from Wilmeth.

C. Authority Of Trustee. Subject to limitations set forth in this Trust Agreement, the Trustee:

(1) is authorized specifically to take such action as in its judgment is necessary or advisable to best achieve the purpose of the Trust.

(2) shall not engage in any income producing activity, except that to the extent the Trust Property at any time includes cash, the Trustee may keep such cash invested in interest-bearing cash accounts, and

(3) subject to all of the foregoing, is authorized generally to assign, care for, collect, compromise claims, contract with respect to, convert, deal with, dispose of, enter into, exchange, hold, manage, take possession of, receive, release, sell, sue for, and make distributions.

D. Power to Settle Claims. The Trustee is authorized to prosecute or defend, and to settle by any monies, any claims of or against the Trust or the Trust Property and to pay or satisfy any debt, tax or claim of or on the Trust Property, upon any evidence deemed to be sufficient by the Trustee.

E. Power to Contract for Services. In the administration of the Trust, the Trustee is empowered to employ or contract for services with Attorneys and other professional and experts and to make payments from the Trust Property of all fees for services or expenses in any manner thus incurred. Such employment or contracts for services shall be for such periods of time as may be reasonable relative to the purposes thereof and all such fees shall be in

reasonable amounts as such be customary for the employment or services performed in the relevant geographical area.

F. The Trustee. The Trustee shall perform such duties as are specifically set forth in this Trust Agreement and shall have such powers as are necessary for the performance of such duties or are reasonably implied for the administration of this Trust. No provision of this Trust Agreement shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act or its own fraud or misconduct, except that:

- (1) The Trustee shall be liable only for the performance of such duties and obligations as are specifically set forth in this Trust Agreement and no implied covenants or obligations shall be read into this Trust Agreement against the Trustee;
- (2) The Trustee shall not be liable with respect to any action taken or omitted to be taken in good faith upon advice of advisors as described in Section 9 (E) ("Professionals"), except if the Trustee itself is negligent or engages in willful misconduct;
- (3) The Trustee need not take or refrain from taking any action hereunder unless (i) it shall have been indemnified in a manner and form satisfactory to it against any and all costs, expenses, demands, losses and liabilities which have or could be asserted against it, not as a result of Trustee's negligence, or (ii) there are Trust funds available for such purposes;
- (4) The Trustee need not take any action if it shall have been advised in writing by independent counsel that such action is contrary to law or this Trust Agreement or is likely to result in liability to the Trustee in its individual capacity;
- (5) No provision of this Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, unless it has been furnished with indemnity in form and substance satisfactory to the Trustee.

G. Reliance by Trustee. The Trustee may rely, and shall be protected in acting or in refraining from acting in reliance upon, any resolution, certificate, statements, instrument, opinion, report, notice, request, consent order or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with Professionals to be selected by it, and the Trustee shall not be liable for any action taken or omitted to be taken by it in accordance with the advice of such

Professionals provided that such professionals are selected with reasonable care. Persons dealing with the Trustee may rely upon the Trustee's representation that it has authority to take any action under this Trust. The Trustee shall not be liable for any action taken or omitted to be taken by it in good faith and reasonably believed by it to be within the discretion or powers conferred upon it, or in good faith omitted to be taken by it.

H. Bond, Expense Reimbursement and Compensation. The Trustee is not required to "post a Bond". The Trustee shall be entitled to reimbursement from the Trust fund for all out-of-pocket expenses and shall be paid its compensation out of trust funds (if requested by the Trustee). The Trustee's compensation (if any be requested by the Trustee) shall be paid periodically and shall be in such amount as approved by the Darlington County Probate Court upon Notice to the Residuary Beneficiaries.

I. Indemnification of Trustee. The Trustee shall be indemnified, and shall be entitled to reimbursement from the Trust Estate against and from any and all loss, liability, expense or damage which the Trustee may sustain in good faith without willful misconduct, negligence or fraud in the exercise and performance of any of the powers and duties of the Trustee under this Trust Agreement. The provisions of this Sub-Section shall survive termination of the Trust Agreement and shall remain available to any former Trustee.

J. Resignation and Removal and Succession. The Trustee may resign by giving not less than thirty (30) days prior written notice thereof to the Residuary Beneficiaries and the Darlington County Probate Court. Such resignation shall become effective on the day specified in such notice or upon the appointment of a successor and the acceptance by such successor of such appointment by the Probate Court, whichever is earlier. In the event of the Trustee's resignation, a successor Trustee shall be selected by the Probate Court, but such successor Trustee shall not be a Financial Institution, but an individual selected by the Probate Court. Any successor Trustee appointed hereunder shall execute an instrument accepting such appointment hereunder and shall file such acceptance with the trust records. Thereupon, such successor Trustee shall, without any further act, become vested with all the estates, properties, rights, powers, trusts and duties of its predecessor in the Trust with like effect as if originally named herein: provided, however, that a resigning Trustee shall, nevertheless, when requested in writing by the successor Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor Trustee under the Trust all the estates, properties, rights, powers and trusts of such predecessor Trustee.

K. Federal Income Tax Reporting. As soon as practicable after the end of each calendar year during which the Trust will have existed, the Trustee shall mail to the Residuary Beneficiaries a statement showing (i) the dates and amounts of all distributions made by the Trustee, (ii) all items of income,

deduction and credit against federal income tax of the Trust for the preceding year and (iii) such other information as is reasonably available to the Trustee which may be helpful in determining the amount of taxable income from the Trust that the Residuary Beneficiaries should include in their federal income tax return for such year. In addition, after receipt of a request in good faith, the Trustee may furnish to any person who has been a Residuary Beneficiary at any time during the preceding year a statement containing such further information as is reasonably available to the Trustee which may be helpful in determining the amount of taxable income which such person should include in his federal income tax return.

L. Continuance of Trust for Winding Up. After the termination of this Trust and solely for the purpose of liquidating and winding up the affairs of this Trust, the Trustee shall continue to act as such until its duties have been fully performed. Upon distribution of all the Trust Property, the Trustee shall retain the files which shall have been delivered to or created by the Trustee. At the Trustee's discretion, all of such records and documents may be destroyed at any time after two (2) years from the distribution of all the Trust Property. Upon the distribution of all the Trust Property, the Trustee shall have no further duties or obligations hereunder.

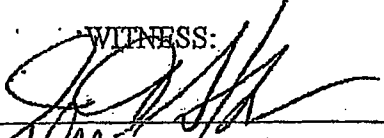
M. Amendments and revocation. With the approval of the Darlington County Probate Court, the Trust Agreement may be amended from time to time and at any time by the Trustee and the Residuary Beneficiaries, as needed to facilitate the operation of the Trust for its stated purpose.

N. Miscellaneous Provisions. This Trust Agreement is not intended to create, and shall not be interpreted as creating, an association, partnership or joint venture of any kind. It is intended as a Trust to be governed and construed in all respects as a Trust. This Trust Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. If any provisions of this Trust Agreement or the application thereof to any person or circumstances shall be finally determined by a court of proper jurisdiction to be invalid or unenforceable to any extent, the remainder of this Trust Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Trust Agreement shall be valid and enforced to the fullest extent permitted by law. Any notice or other communications hereunder shall be deemed to have been sufficiently given, for all purposes, if deposited, postage prepaid, in a post office or letter box, addressed to the Residuary Beneficiaries for whom such notice is intended at their address last known to the person giving such notice and provided that notice to the Trustee must be addressed to the Trustee.

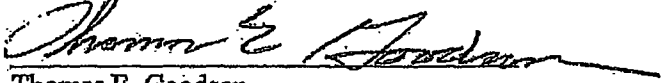
O. **Execution in Counterparts.** The Personal Representative, the Trustee, and the Residuary Beneficiaries may execute this Trust Agreement in counterparts, each of which shall constitute an original when such signed pages are combined into one (1) document.

P. **Request For Approval By The Darlington County Probate Court Without The Necessity Of A Hearing.** The signatures of the Personal Representative, the Trustee, and each of the Residuary Beneficiaries constitute their respective "Consent" to this Trust Agreement and a "Request" that the Darlington County Probate Court issue its Order approving the Trust Agreement Without the Necessity of a Hearing.

IN WITNESS WHEREOF, the parties have caused this Trust Agreement to be executed and acknowledged on the dates which appear hereinbelow.

WITNESS:

William A. McLean

Second Successor
Personal Representative:

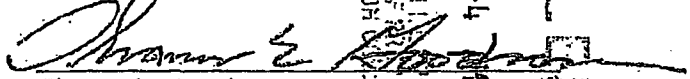

Thomas E. Goodson
on behalf of the Estate
of Margaret S. Goodson
and the Estate of Helen
S. Goodson

Dated 4th day of October, 2013.

WITNESS:

William A. McLean

Trustee:


Thomas E. Goodson

Dated 4th day of October, 2013.

FILED
2013 OCT -4 11:15
MARVIN L. JONES
JUDGE
DARLINGTON COUNTY, SC

WITNESS:

[Signature]
Kalhampton

[Signature]

Thomas E. Goodson,
(one (1) of the Residuary Beneficiaries)

Dated 23rd day of August, 2013.

FILED

2013 OCT -4 AM 11:15

MARYMILL LAMSON
JUDGE OF PROBATE
DARLINGTON COUNTY, SC

WITNESS:

L. W. Lee
Barbara K. Lee

Robert H. Goodson, Jr.
(one (1) of the Residuary Beneficiaries)

Dated 16 day of SEPT, 2013.

FILED

2013 OCT -4 AM 11:15

MARYN L. LAWSON
JUDGE OF PROBATE
DARLINGTON COUNTY, SC

WITNESS:

[Signature]
H. H. H. H. H.

THE ESTATE OF ANNE OWINGS

By: *[Signature]*

Thomas E. Goodson,
Personal Representative
(one (1) of the Residuary Beneficiaries)

Dated 23rd day of August, 2013.

FILED
2013 OCT -4 AM 11:15
MARY K. L. LAYSON
JUDGE OF PROBATE
DARLINGTON COUNTY, SC

WITNESS:

Lynn E. Dudley

Lynn E. Dudley
Lynn E. Dudley,
(one (1) of the Residuary Beneficiaries)

Dated 9th day of SEPT, 2013.

FILED

2013 OCT -4 AM 11:15

MARVIN L. LARSON
JUDGE OF PROBATE
DARLINGTON COUNTY, SC

WITNESS:

[Signature]
Lisa Warren

[Signature]
Mark Bellison

Barbara Ann G. Wideman

Barbara Ann G. Wideman,

(one (1) of the Residuary Beneficiaries)

Dated 28th day of August, 2013.

FILED

2013 OCT -4 AM 11:15

MARVIN L. LAYSON
JUDGE OF PROBATE
DARLINGTON COUNTY, SC

WITNESS:

Bonnie Rosovsky

Jacqueline G. Burgess Moore
Jacqueline G. Burgess Moore,
(one (1) of the Residuary Beneficiaries)

Dated 4 day of September, 2013.

FILED

2013 OCT -4 AM 11:15

MARVIN L. LAWSON
JUDGE OF PROBATE
DARLINGTON COUNTY, SC

WITNESS:

Sarah Seegars
Smoke Salt

Helen Carol Watkins Thompson
Helen Carol Watkins Thompson,
(one (1) of the Residuary Beneficiaries)

Dated 24 day of August, 2013.

FILED

2013 OCT -4 AM 11:15

MARYN L. WILSON
JUDGE OF PROBATE
DARLINGTON COUNTY, SC

WITNESS:

Barbara K. Lee
Kolhampton

Fred Wilhelm

Fred Wilhelm
("Assignee" of Thomas G. Sumner)
(one (1) of the Residuary Beneficiaries)

Dated 19th day of September, 2013.

FILED
2013 OCT -4 AM 11:15
MARVIN L. LAWSON
JUDGE OF PROBATE
DARLINGTON COUNTY, SC

WITNESS:

Robert D. Hazel
Amelia Corbett

The Estate of Linda S. Brooks/ Trust
for Alise R. Brooks

By: Lou S. Swaggerty
Lou S. Swaggerty,
Co-Personal Representative/
Co-Trustee

By: Eunice R. Ruff
Eunice Ruff,
Co-Personal Representative/
Co-Trustee

(one (1) of the Residuary Beneficiaries)

Dated 28th day of AUGUST, 2013.

FILED
2013 OCT -4 AM 11:15
MARVIN L. WISON
JUDGE OF PROBATE
DARLINGTON COUNTY, SC

February 17, 2016

ROBERT E. LEE

REL@RELLAWFIRM.COM

T: (843) 423-1313

F: (843) 423-1397

Honorable Roger E. Henderson
Chief Administrative Judge – Fourth Judicial Circuit
(rhendersonlc@sccourts.org)

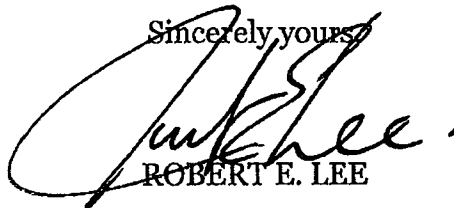
VIA E-MAIL ONLY

Re: *Thomas E. Goodson, as Trustee, et al. v. Debra J. Freeman, et al.*
C/A No.: 15-CP-16-950

Dear Judge Henderson:

Pursuant to the conversation between your law clerk and Judge D. Craig Brown's law clerk earlier today I have attached the Order of Protection in this matter. I have provided a copy of this letter and the proposed Order to all of the attorneys of record by e-mail and to the parties who do not appear to be represented by counsel by regular U.S. Mail. Mr. Stanton has been very accommodating but my client is insistent that I be at the hearing with her as this matter involves her personal residence. I apologize for the inconvenience to both this Court, to Mr. Stanton and to his client.

Sincerely yours,



ROBERT E. LEE

REL:

cc: Via E-Mail W/Attachment
All Counsel of Record

Richard E. Conner, Esquire
115 Cargill Way, Suite C2
Hartsville, SC 29550

Attorney for the Estate of Betty C. Wiggins

ROBERT E. LEE, LLC
ATTORNEY - AT - LAW

111 WITCOVER STREET
MARION, SC 29571

MAILING ADDRESS
POST OFFICE BOX 1096
MARION, SC 29571

RELLAWFIRM.COM

FLORENCE MARION NORTH MYRTLE BEACH

SC Department of Probation
Parole & Pardon Services
Post Office Box 50666
Columbia, SC 29250

Mr. Norwood C. Bizzell
1836 East Lindsey Avenue
Miamisburg, Ohio 45324

Mr. Robert C. Bizzell
409 Goodson Road
Hartsville, SC 29550

Mr. William E. Bizzell
409 Goodson Road
Hartsville, SC 29550

Mrs. Mary Lathan Steele
214 E. Richardson Circle
Hartsville, SC 29550

Mrs. Vicki Eaddy
621 Lyndale Drive
Hartsville, SC 29550

Mr. Victor Badder
Senior Warden
St. Bartholomew's
Episcopal Church
103 Campus Drive
Hartsville, SC 29550

Ms. Harriet E. Wilmeth
4245 Pinto Lane
Myrtle Beach, South Carolina 29588

Robert E. Lee

From: Henderson, Roger E. Law Clerk (Paul M. Burch Jr.) <rhendersonlc@sccourts.org>
Sent: Thursday, February 18, 2016 11:53 AM
To: Robert E. Lee
Cc: renner.st.john@brockandscott.com; jmm@millinglaw.net; jchase@hsblawfirm.com; wtodd@robinsonlaw.com; nsd@swblaw.com; ted@crawfordvk.com; kilpatb@sctax.org; Brown, Laura H. (USASC); atesh@richardsonplowden.com; williamtuckpa@bellsouth.net; malloy@mceachinlawfirm.com; stanjon@bellsouth.net
Subject: RE: Goodson, et al. v. Debra J. Freeman, et al. - C/A No.: 15-CP-16-950
Attachments: image001.jpg; image002.jpg

Mr. Lee,

I will have the Judge sign the order. Will you please send a self address stamped envelope so we can send it back for filing? Thanks so much.

Paul Michael Burch, Jr. (Mike)

Law Clerk for the Honorable Roger E. Henderson

Judge for the Fourth Judicial Circuit

P O Box 311
155 West Main Street
Chesterfield, SC 29709-0311
Office: (843) 623-3080
Fax: (843) 623-3402

From: Robert E. Lee <rel@rellawfirm.com>
Sent: Wednesday, February 17, 2016 5:02 PM
To: Henderson, Roger E. Law Clerk (Paul M. Burch Jr.)
Cc: renner.st.john@brockandscott.com; jmm@millinglaw.net; jchase@hsblawfirm.com; wtodd@robinsonlaw.com; nsd@swblaw.com; ted@crawfordvk.com; kilpatb@sctax.org; Brown, Laura H. (USASC); atesh@richardsonplowden.com; williamtuckpa@bellsouth.net; malloy@mceachinlawfirm.com; stanjon@bellsouth.net; Robert E. Lee
Subject: Goodson, et al. v. Debra J. Freeman, et al. - C/A No.: 15-CP-16-950

Judge Henderson:

Attached is a proposed Order of Protection in this matter and letter to your Honor.

I have copied of the attached to the attorneys of record via e-mail and to the parties that appear unrepresented via U.S. Mail.

I apologize for the inconvenience to Mr. Stanton and the other counsel.

Robert Lee

[Description: Description: cid:image001.jpg@01CBED4E.9863F230]

Robert E. Lee

rel@rellawfirm.com<mailto:rel@rellawfirm.com>

Robert E. Lee, LLC

Attorney - At - Law

Office 111 Witcover Street | Marion, SC 29571

843 423 1313 Telephone | 843 423 1397 Fax

Mailing Post Office Box 1096 | Marion, SC 29571

Website<https://urldefense.proofpoint.com/v2/url?u=http-3A__www.rellawfirm.com_&d=CwMFAG&c=YGvVmrQQ6VQOFx3Z93C9uQ&r=EXNJs-2C6SYSrC1gyske8P2Ij051TkgGtwRULaMKrYA&m=aMVeKjSwXQqQSPJQd2qo7KWOJbhGLH9HFvFp2TaSa-s&s=jmtsXoNw_uOvwrZiAMWW1NY1WdBuCUfqwMtPgwb3y1Y&e=>
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prohibited, and may subject you to civil liability. If you have received this communication in error, please immediately notify us by telephone at (843) 423-1313 or by return e-mail, and destroy any copies (electronic, paper, or otherwise) that you may have of this communication.

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NOTICE TO PROSPECTIVE CLIENTS

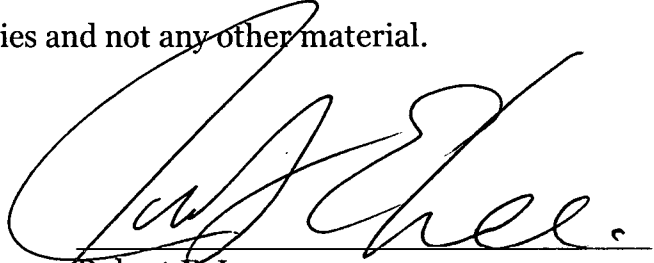
CONSULTATION, COMMUNICATION AND/OR RETENTION OF THIS LAW FIRM: Consulting, speaking or communicating with a lawyer, paralegal or legal assistant from this law firm (by email, telephone, or otherwise) does not mean that this law firm is or will act as your attorney or has agreed to advise you, dispense a legal opinion, or represent you in any capacity. Consultation and/or communication is only so you and this law firm can determine if your case or legal matter is appropriate for this law firm to handle. After you consult and/or communicate with this law firm, both you and this law firm must mutually agree to have Robert E. Lee, LLC represent you by both signing a written contract. This written contract, also known as an "Engagement Letter" or "Legal Representation Agreement", is signed by you and a lawyer from this law firm. The written contract clearly explains the cost of representation and the scope of legal work that a lawyer with this law firm will perform for you. Without a signed written contract this law firm DOES NOT represent you. Please beware that some legal matters and/or legal claims have specific time limits in which they must be brought or pursued. Legal claims and/or legal rights can be jeopardized if the appropriate action is not taken within specific time periods. Therefore, please do not assume that your legal matter and/or legal claim is being handled by this law firm unless, after this law firm tells you it agrees to represent you, you receive a written contract SIGNED by both you AND a lawyer with this law firm.

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**CERTIFICATE OF COUNSEL**

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

July 11, 2017



Robert E. Lee  
Post Office Box 1096  
Marion, South Carolina 29571  
(843) 423-1313  
Attorney for Appellant

RECEIVED  
JUL 18 2017  
SC Court of Appeals