

79
20927

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM RICHLAND COUNTY

L. Casey Manning, Circuit Court Judge

Court of Common Pleas

Appellate Case No. 2012-211872

RECEIVED

JUN 20 2013

SC Court of Appeals

Coastal Federal Credit Union,

Respondent

v.

Clarence LeAnders Griffin, Jr.,

Appellant,

AMENDED RECORD ON APPEAL

David P. Nanney, Jr., SC Bar No. 13239
Sarah Dalonzo-Baker, SC Bar No. 14116
Charles N. Griffin, III, SC Bar No. 13905
Kirschbaum, Nanney, Keenan & Griffin, P.A.
PO Box 19806
Raleigh, NC 27619-9766
Attorneys for Respondent

Clarence LeAnders Griffin, Jr., Pro Se
394 Legend Oaks Drive
Columbia, South Carolina 29229
803-238-8599

INDEX TO AMENDED RECORD ON APPEAL

1.	Summons and Complaint (Verification, Affidavit; Plaintiff's Bond) Claim and Delivery.....	
	Notice of Right to Preseizure Hearing.....	2
2.	Answer and Counterclaim.....	22
3.	Requisition to Sheriff.....	29
4.	Motion to Dismiss.....	30
5.	Affidavit of Services.....	32
6.	Motion for Summary Judgment.....	34
7.	Verified Statement and Affidavit.....	36
8.	Affidavit and Memorandum of Defendant Clarence LeAnders.....	39
9.	Notice of Hearing for Motion for Summary Judgment.....	50
10.	Judgment.....	52
11.	Transcript of Hearing	54

STATE OF SOUTH CAROLINA

RICHLAND COUNTY

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT
CASE NUMBER:

COASTAL FEDERAL CREDIT UNION,

Plaintiff,

v.

CLARENCE LEANDERS GRIFFIN, JR.,

Defendant.

SUMMONS

(DEBT COLLECTION)

(NON-JURY DOCKET)

JEANETTE W. McBRIDE
C.C.P. & G.S.

2011 AUG 19 PM 12:02

RICHLAND COUNTY
FILED

TO THE DEFENDANT BELOW-NAMED:

Clarence LeAnders Griffin, Jr.
394 Legend Oaks Drive
Columbia, SC 29229

YOU ARE HEREBY required to Answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your answer to said Complaint on the persons whose names are subscribed below within thirty (30) days after the service hereof, exclusive of the day of such service hereof. If you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

This the 16 day of August, 2011.

✓ David P. Nanney, Jr., State Bar #13239
Charles N. Griffin, III, State Bar #13905
Sarah Dalonzo-Baker, State Bar #14116
KIRSCHBAUM, NANNAY, KEENAN & GRIFFIN, P.A.
Attorneys for Plaintiff
Post Office Box 19806
Raleigh, North Carolina 27619
Telephone: (919) 848-9640

20

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS
FOR THE RICHLAND JUDICIAL CIRCUIT

COUNTY OF RICHLAND

CASE No.

COASTAL FEDERAL CREDIT UNION,
Plaintiff,

v.

CLARENCE LEANDERS GRIFFIN, JR.,
Defendant.

COMPLAINT

(Claim and Delivery)
(Collection)
(Non-jury)

JEANETTE
C.C.B. & G.S.

2011 AUG 19 PM 12:02

RICHLAND COUNTY
FILED

Plaintiff, Coastal Federal Credit Union, complaining of the
above-captioned Defendant, alleges as follows:

1. Plaintiff is a federally chartered credit union duly authorized to do business in the State of South Carolina.
2. On information and belief, Defendant Clarence LeAnders Griffin, Jr. is a resident of Richland County, South Carolina and, upon information and belief, is neither an infant nor incompetent.
3. This Court has jurisdiction over the subject matter and parties to this action pursuant to South Carolina Code Annotated sections 36-2-802 and 36-2-803(1)(a) and (g).
4. On May 19, 2008, Defendant purchased that certain 2008 Chevrolet Tahoe, VIN #1GNFC130X8J113924, and in order to obtain the necessary purchase money funds for the Vehicle, entered into that certain Retail Installment Sale Contract (the "Contract"), a true copy of which is attached hereto marked Exhibit "A." The Contract was negotiated in Chesterfield County.

5. Pursuant to the terms of the Contract, Defendant granted the seller a purchase money security interest in the Vehicle.

6. The seller subsequently assigned all of its rights in the Contract to Plaintiff, including its purchase money security interest in the Vehicle granted thereunder.

7. Plaintiff perfected its assigned purchase money security interest in the Vehicle by having its first lienholder status duly recorded, as evidenced by the Certificate of Title attached hereto marked Exhibit "B."

8. Pursuant to the terms of the Contract, Defendant was to make regular monthly payments to Plaintiff.

9. The Defendant has now defaulted in making the monthly payments due Plaintiff under the Contract, demand for payment of which has been made by Plaintiff and refused by Defendant. Notice of the right to cure default also was previously given Defendant.

FOR A FIRST CAUSE OF ACTION

(Claim and Delivery/Repossession)

10. Plaintiff reincorporates and realleges each of the foregoing allegations as if repeated herein verbatim.

11. Upon information and belief, the Vehicle is being wrongfully detained by Defendant, and Plaintiff is informed and believes that the cause of withholding or detention is Defendant's desire to continue using the Vehicle without paying for same.

12. By reason of Defendant's default in making the payments due under the Contract, Plaintiff is entitled to immediate possession of the Vehicle.

13. As a result of Defendant's wrongful detention of the Vehicle, Plaintiff has been damaged in that it has been denied use of the money to which it is entitled under the Contract or the use of the Vehicle, which is depreciating in value.

14. The Vehicle has not been taken for any tax, assessment or fine pursuant to statute or seized under an execution or attachment against the property of Plaintiff.

15. Plaintiff is informed and believes that the current fair market value of the Vehicle currently does not exceed the sum of \$31,900.00.

16. By this action, Plaintiff is seeking to have the Vehicle immediately repossessed by the Sheriff of Richland County, South Carolina and placed into the hands of Plaintiff, or one of its agents or assigns, to be disposed of by Plaintiff in a commercially reasonable manner and the proceeds derived therefrom applied to the remaining balance due under the Contract.

17. Plaintiff does not waive and specifically demands personal judgment against Defendant for all amounts remaining due under the Contract.

FOR A SECOND CAUSE OF ACTION

(Suit on Contract)

18. Plaintiff reincorporates and realleges each of the foregoing allegations as if repeated herein verbatim.

19. By this action, Plaintiff also seeks to exercise its right to payment pursuant to the terms of the Contract.

20. Defendant has failed to pay Plaintiff as called for by the terms of the Contract, which is a material breach of the Contract by Defendant.

21. Pursuant to the terms of the Contract, Plaintiff has therefore elected to exercise its right to declare all sums owed under the Contract at once due and payable, reserving however, any and all other rights and remedies Plaintiff may have thereunder.

22. There is now due and payable to the Plaintiff by the Defendant under the terms of the Contract the principal sum of \$44,417.83, plus interest in the amount of \$1,297.79 until March 11, 2011, thereafter accruing at the rate of 8.80% per annum (\$10.71 per diem).

23. Plaintiff's counsel has made demand on Defendant for payment of the outstanding balance due under the Contract, which Defendant has failed and refused, and continues to fail and refuse, to pay without justification or excuse. A copy of said demand is attached hereto marked Exhibit "C."

24. Plaintiff has placed this matter with the undersigned attorneys for collection.

WHEREFORE, Plaintiff prays that the Court enter an Order:

1. Ordering the Sheriff of Richland County to immediately take the Vehicle into his possession and thereupon deliver it to Plaintiff, or one of its agents and assigns.

2. Granting Plaintiff the right to immediately dispose of the Vehicle pursuant to South Carolina Code Annotated section 36-9-101, et seq., and apply the proceeds of such sale to Defendant's indebtedness under the Contract.

3. Awarding Plaintiff permanent possession of the Vehicle pursuant to the terms of the Contract and applicable law.

4. Granting Plaintiff judgment against Defendant in the amount of principal sum of \$44,417.83, plus interest in the amount of \$1,297.79 until March 11, 2011, thereafter accruing at the rate of 8.80% per annum (\$10.71 per diem) until date of judgment and at the legal rate thereafter until satisfied.

5. Awarding Plaintiff recovery of its reasonable attorney's fees in the amount of \$6,995.49.

6. Charging all costs and disbursements of this action to Defendant.

7. Granting Plaintiff such other and further relief as to the Court may seem just and proper.

Dated this the 16 day of August, 2011.

✓ David P. Nanney, Jr., State Bar No. 13239
Charles N. Griffin, III, State Bar No. 13905
Sarah Dalonzo-Baker, State Bar No. 14116
KIRSCHBAUM, NANNEY, KEENAN & GRIFFIN, P.A.
Attorneys for Plaintiff
P. O. Box 19806
Raleigh, NC 27619-9766
Telephone: (919) 848-9640
Facsimile: (919) 848-8755

STATE OF NC

COUNTY OF WAKE

VERIFICATION

The undersigned, being first duly sworn, deposes and says that s/he is a Legal Placement Specialist for Coastal Federal Credit Union (herein the "Plaintiff"); that s/he is a custodian of the business records of the Plaintiff related to all allegations set forth in the foregoing Complaint; that all business records of the Plaintiff which relate to any and all such allegations were produced or made by, or from information transmitted by, a person with knowledge of the acts, events, conditions, etc., to which any and all such allegations relate; that all such business records were produced or made at or near the time of the acts, events, conditions, etc. set forth therein; that all such business records are kept and made in the regular course of the Plaintiff's regularly conducted business activity; that s/he has read the foregoing Complaint and that the allegations contained therein are true of her/his own personal knowledge or from knowledge gained from her/his review of the Plaintiff's aforementioned business records related to the Defendant, except as to matters and things therein stated on information and belief, and as to such matters and things, s/he believes them to be true; and that s/he is competent to testify as to the matters and things stated above.

This the 25th day of July, 2011.

Sarah Senter

Sworn to and subscribed before me
this the 25th day of July, 2011.

Janet Gordon
Notary Public

My Commission Expires: 9/23/2014
[Affix Official Seal]

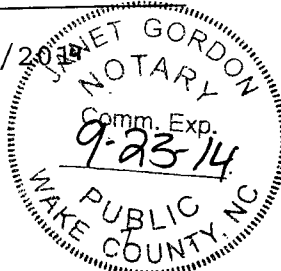


EXHIBIT A

1. FINANCE CHARGE AND PAYMENTS

- How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the Amount Financed, and to other amounts you owe under this contract in any order the law permits.
- How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- You may refinance a balloon payment. A balloon payment is a scheduled payment that is more than twice as large as the average of your earlier scheduled payments. If you are buying the vehicle primarily for personal, family, or household use, you may refinance the balloon payment when due without penalty. The terms of the refinancing will be no less favorable to you than the terms of this contract. This provision does not apply if we adjusted your payment schedule to your seasonal or irregular income.

2. YOUR OTHER PROMISES TO US

- If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- Security Interest. You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.
- Insurance you must have on the vehicle. You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the cost of the insurance and a finance charge at the Annual Percentage Rate shown on the front of this contract. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.

If you pay late, we may also take the actions described below.

- You may have to pay all you owe at once. If you break your promises (default) we may demand that you pay all you owe at once after we give you any notice the law requires. Default means:
 - You pay any payment more than 10 days late or not at all; or
 - You start a proceeding in bankruptcy or one is started against you or your property, or you break any agreements in this contract, except that if you bought the vehicle primarily for personal, family, or household use, we will only treat these events as defaults if they significantly impair the prospect of payment, performance, or realization of the collateral.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- You may have to pay collection costs. If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's reasonable fee and court costs the law permits. The maximum attorney's fee you will pay will be 15% of the amount you owe.
- We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you after we give you any notice the law requires. We may only take the vehicle if we do so peacefully without entering into a dwelling used as a current residence. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney's fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us, unless the law provides otherwise. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest rate permitted by applicable law.
- What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

- Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.
- Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

- Applicable Law: Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

u.

EXHIBIT B

STATE OF SOUTH CAROLINA
CERTIFICATE OF TITLE

OF A VEHICLE

VEHICLE ID NUMBER
1GNFC130X8J113924

YEAR MAKE
2008 CHEV

MODEL
TAHOE

NEW/USED
NEW

BODY STYLE DATE ISSUED
SU 06-09-2008

ODOMETER
501

WEIGHT
5461

TITLE NUMBER
772060192403089A

VEHICLE BRAND(S)
ACTUAL MILEAGE

FULL NAME OF OWNER(S)
GRIFFIN, CLARENCE LEANDERS JR
2808 MCCARTHA ST
CAMDEN SC 290202210

CUSTOMER NUMBER: 023552864

FIRST LIENHOLDER
COASTAL FEDERAL CREDIT UNION
PO BOX 660010
SACRAMENTO CA 958660010
DATE OF LIEN 05/19/2008

1ST LIEN RELEASED _____
(DATE)
BY _____
(AUTHORIZED AGENT)

THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS
REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE
LIENS, IF ANY, HEREIN SET FORTH

MARCIA S. ADAMS
EXECUTIVE DIRECTOR

MARK SANFORD
GOVERNOR

KIRSCHBAUM, NANNEY, KEENAN & GRIFFIN, P.A.
ATTORNEYS AT LAW
POST OFFICE BOX 19806
RALEIGH, NORTH CAROLINA 27619
TELEPHONE 919-848-9640

AMENDED LETTER

May 12, 2011

Clarence LeAnders Griffin, Jr.
394 Legend Oaks Drive
Columbia SC 29229

Re: Coastal Federal Credit Union - Account #349553-1

Dear Mr. Griffin:

The undersigned represents Coastal Federal Credit Union. This letter is to inform you that under the terms of the contract signed by you on May 19, 2008 to purchase a 2008 Chevrolet Tahoe, VIN 1GNFC130X8J113924, you are in default.

Your account balance is \$45,715.62 as of November 12, 2010, with interest accruing at the rate of \$11.68 per day.

As set forth in bold type below, you have thirty (30) days after receipt of this letter in which to dispute this debt. No further action will be taken by this firm until this thirty (30) day period has expired. Demand is now made for payment of the above account balance in full (by certified funds only) within five (5) days after expiration of the thirty (30) day dispute period. If you do not then pay the account balance in full as demanded herein, you must turn in the vehicle to Coastal Federal Credit Union, in which case you may be liable for any deficiency after it has been sold.

In the event it becomes necessary to institute legal proceedings to obtain a court order for possession of the vehicle and to collect all monies due under the above-described contract in order to protect the interests of Coastal Federal Credit Union, a Judgment for all amounts due may be entered against you and we may apply to the court for court costs and attorney's fees as allowed by law.

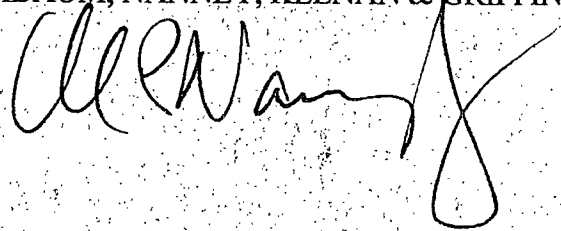
If you pay any amount on your account less than the entire balance due, such payment will not be accepted to cure any defaults but may be applied toward the accelerated balance of your account.

EXhibit B

This law firm is a debt collector within the meaning of the Fair Debt Collection Practices Act. This communication is an attempt to collect a debt, and any information obtained will be used for that purpose.

Sincerely yours,

KIRSCHBAUM, NANNEY, KEENAN & GRIFFIN, P.A.

A handwritten signature in black ink, appearing to read "Allen Wang", with a large, stylized loop at the end.

hsr

Enclosures

14

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS
FOR THE RICHLAND JUDICIAL CIRCUIT

COUNTY OF RICHLAND

Case No.

COASTAL FEDERAL CREDIT UNION,

Plaintiff,

v.

CLARENCE LEANDERS GRIFFIN, JR.,
Defendant.

AFFIDAVIT

RICHLAND COUNTY
FILED
2011 AUG 19 PM 12:02
JEANETTE W. McBRIDE
C.C.P. & G.S.

PERSONALLY appeared before me Sarah Senter, who first being duly sworn, says:

1. That s/he is a citizen and resident of Wake County, NC, is over the age of 18 years, and is competent to make this Affidavit.

2. That s/he is employed as a Legal Placement Specialist by the Plaintiff, a Federal Credit Union duly organized under the laws of the United States, and is authorized to make this Affidavit on behalf of Plaintiff.

3. That in such capacity, s/he is a custodian of the business records of the Plaintiff related to all allegations and statements contained herein or in the Complaint; that all such business records of the Plaintiff which relate to any and all allegations and statements contained herein or in the Complaint were produced or made by, or from information transmitted by, a person with knowledge of the acts, events, conditions, etc., detailed therein; that all such business records were produced or made at or near the time of the acts, events, conditions, etc., set forth therein; that all such business records are kept and made in the regular course of the Plaintiff's regularly-conducted business activity; that s/he is familiar with the books and records and business practices of Plaintiff and is in a position to give evidence as to the correctness of the records and business practices of Plaintiff in general, and in particular as to the debt which is the subject of this action.

4. On or about May 19, 2008, the Defendant purchased a 2008 Chevrolet Tahoe, VIN #1GNFC130X8J113924 (herein the "Vehicle"), pursuant to the terms of a Retail Installment Sale Contract (the "Contract") of even date.

5. Under the terms of the Contract, the Defendant granted the seller a purchase money security interest in the Vehicle.

6. Subsequently, the seller assigned the Contract to the Plaintiff, including its purchase money security interest in the Vehicle contained therein, and the Plaintiff is currently the sole owner and holder of the Contract.

7. The Plaintiff duly perfected said purchase money security interest by having its first lienholder status recorded on the Certificate of Title for the Vehicle issued in the Defendant's name.

8. Pursuant to the terms of the Contract, the Defendant was to make regular monthly payments to the Plaintiff. The Defendant has now failed to make such monthly payments as agreed, which is a material breach of the Contract by the Defendant.

9. As a result, the Plaintiff is lawfully entitled to the immediate possession of the Vehicle pursuant to the terms of the Contract and applicable South Carolina law.

10. The Plaintiff has made demand on the Defendant to pay the past due amounts due under the Contract, but the Defendant has failed and refused and continues to fail and refuse to bring the account current.

11. The Plaintiff has also made demand on the Defendant to turn over the Vehicle in light of the on-going payment default, but the Defendant has failed and refused, and continues to fail and refuse, to voluntarily relinquish possession of the Vehicle to the Plaintiff.

12. On information and belief, the Vehicle has not been taken for any tax, assessment or fund pursuant to statute or seized under an execution or attachment against the property of the Plaintiff or the Defendant.

13. Upon information and belief, the actual value of the Vehicle does not presently exceed the sum of \$31,900.00.

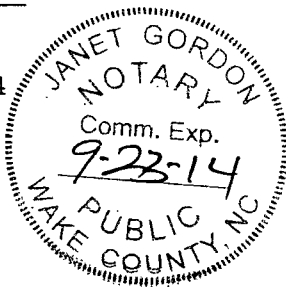
14. The Plaintiff has executed and will deliver to the Sheriff of Richland County its written undertaking with one or more sureties thereon pursuant to S.C. Code Ann. Sec. 15-69-50, et seq. (1976), as amended, and asks that the Clerk of Court or a Judge of the Court of Common Pleas issue a Requisition and/or Order for Repossession directed to the Sheriff to take the Vehicle from the Defendant and deliver the same to the Plaintiff pursuant to the provisions of S.C. Code Ann. Sec. 15-69-130 and 15-69-140 (1976), as amended.

Salah Serfati
By:

Sworn to before me this
25th day of July, 2011

Janet Gordon
Notary Public

My Commission Expires: 9/23/2014



STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FOR THE RICHLAND JUDICIAL CIRCUIT
Case No.

COASTAL FEDERAL CREDIT UNION,
Plaintiff,

v.

CLARENCE LEANDERS GRIFFIN, JR.
Defendant.

PLAINTIFF'S BOND
IN CLAIM AND DELIVERY

JEANETTE W. McBRIDE
Clerk of Court
& G.S.

2011 AUG 19 PM 12:08

RICHLAND COUNTY
FILED

Whereas the Plaintiff Coastal Federal Credit Union, has made an Affidavit that the Defendant has wrongfully detained certain property described in the Affidavit having a value of \$31,900.00, and Coastal Federal Credit Union claims the delivery of such property as provided for by law.

NOW THEREFORE, in consideration of the taking of said property or any part thereof by the Sheriff of Richland County, by the virtue of said Affidavit and the Requisition thereupon endorsed, we the undersigned do undertake to become bound to the Defendant in the sum of \$63,800.00, said sum being twice the value of the aforementioned property, for (i) the prosecution by Coastal Federal Credit Union of said action against the Defendant for wrongfully detaining the said property; (ii) for the return to the Defendant of the said property or so much thereof as shall be taken by virtue of the said Affidavit and Requisition, if a return thereof shall be adjudged; and/or (iii) for the payment to the Defendant of such sum as may for any cause be recovered against Coastal Federal Credit Union herein.

Dated: the 25th day of July, 2011

Sheriff of Richland County

By: [Signature]
Sheriff

Sworn to or affirmed before me
this 19th day of August, 2011.

[Signature]
Notary Public

My Commission Expires January 29, 2018

My Commission Expires: _____

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FOR THE RICHLAND JUDICIAL CIRCUIT
Case No.

COASTAL FEDERAL CREDIT UNION,
Plaintiff,
v.
CLARENCE LEANDERS GRIFFIN, JR.,
Defendant.

NOTICE OF RIGHT TO
PRESEIZURE HEARING

JEANETTE W. McBRIDE
C.C.P. & G.S.

2011 AUG 19 PM 12:02

RICHLAND COUNTY
FILED

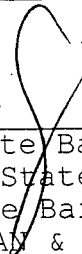
TO THE ABOVE-NAMED DEFENDANT:

Please take notice pursuant to the provisions of S.C. Code Ann. Section 15-69-40 et. seq. (1976), as amended, you have a right to a hearing prior to the seizure of the property described in the Complaint in this action, at which pre-seizure hearing you may present any evidence touching upon the probable validity of Plaintiff's claim for immediate possession of said property and touching upon your right to continue in possession pending a final determination of this action.

Please take further notice that if you desire such a hearing, you must make a demand therefore in writing to the Clerk of Court of Richland County within five (5) days of the service of this Notice upon you; if you fail to demand such a hearing, Plaintiff will apply to said Clerk of Court or to a Judge of this Court for a requisition directing the Sheriff of Richland County to seize the property described in the Complaint.

Please take further notice that this law firm is a debt collector within the meaning of the Fair Debt Collection Practices Act. This communication is an attempt to collect a debt, and any information obtained will be used for that purpose.

Dated this the 16th day of August, 2011.


David P. Nanney, Jr., State Bar No. 13239
Charles N. Griffin, III, State Bar No. 13905
Sarah Dalonzo-Baker, State Bar No. 14116
KIRSCHBAUM, NANNEY, KEENAN & GRIFFIN, P.A.
Attorneys for Plaintiff
P. O. Box 19806
Raleigh, NC 27619-9766
(919) 848-9640
(919) 848-8755

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)
COASTAL FEDERAL CREDIT UNION,)
Plaintiff,)
vs.)
CLARENCE LEANDERS GRIFFIN, JR.,)
Defendant,)

IN THE COURT OF COMMON PLEAS

CASE NO: 2011-CP-40-05530

ANSWER AND COUNTERCLAIM

2011 OCT -3 PM 4:21
FILED
RICHLAND COUNTY
JEANETTE W. McBRIDE
C.C.P. & G.S.

NOW COMES DEFENDANT answering the Complaint herein would respectfully
show unto the Court as follows:

1. That each and every allegation contained in the Complaint which is not hereinafter specifically admitted or otherwise qualified is denied and strict proof is demanded thereof
2. Defendant would admit the allegations in Paragraphs 2, 3, 4, 5, 7, 8, 14, and of this Complaint.
3. The Defendant would deny the allegations contained in Paragraphs 9, 10, 11, 12, 13, 16, 17, 18, 19, 20, 21, 22 and 23 of the Complaint and would demand strict proof thereof.
4. The Defendant is without sufficient information or knowledge to deny or admit the allegations in Paragraphs 1, 6 and 15 of the Complaint and would therefore deny the same.

COUNTERCLAIM

The Defendant would respectfully requests a jury trial in the above-captioned matter

22.

SCANNED

and further he requests that the loan be reinstated and/or that a loan modification be granted by the Plaintiff for the alleged defaulted Debtor.

Defendant would request that this Honorable Court require the Plaintiff too completely

validate the debt Defendant owes, pursuant to his "Qualified Written Request, Exhibit A.

Defendant would further request that this Honorable Court allow the letter dated April 27, 2011, attached as Exhibit B, acknowledging \$4,138.00 as a result of a Collateral Protection Insurance refunded to Plaintiff be credited as payments towards this outstanding balance that should have already been applied as payments on to have made the loan current.

WHEREFORE, Defendant having fully answered the Complaint would respectfully request that this action be denied and dismissed.

Clarence LeAnders Griffin, Jr.
Clarence LeAnders Griffin, Jr., Pro Se, Defendant
394 Legend Oaks drive
Columbia, South Carolina 29229
(803) 238-8599

October 3, 2011

CLARENCE LeANDERS GRIFFIN, JR.
394 LEGEND OAKS DRIVE
COLUMBIA, SC 29229

EXhibit A

April 12, 2011

Attorney Sarah Dalonzo-Baker
Kirschbaum, Nanney, Keenan & Griffin, P.A.
Attorneys At Law, for Coastal Federal Credit Union
Post Office Box 19806
Raleigh, North Carolina 27619

Re: Coastal Federal Credit Union – Account #349553-1

**QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT AND
VALIDATION OF DEBT LETTER**

Dear Sir(s):

Please treat this letter as a “qualified written request” under the Fair Debt Collections Practice Act (FDCPA). I have the right to request validation of the debt you say I owe you. I understand that you are required to acknowledge my request within 20 business days and must try to resolve the issue(s) within 60 business days.

I am writing you to complain about the accounting and servicing of my loan and my need for understanding and clarification of various charges, credits, debits, transactions, reversals, actions, payments, analyses and records related to the servicing of my loan from its origination to the present date.

To date, the documents and information I have, that you have sent me, and the conversations with your service representatives cannot answer my many questions.

Needless to say, I am more concerned as an alleged borrower. I am worried that potential fraudulent, deceptive and abusive servicing practices to enhance balance sheets; deceptive, abusive and fraudulent accounting tricks and practices may have negatively affected my credit rating, loan account and/or the debt or payments to which I am legally obligated.

Because of this and other reasons that leave me to believe that I may be victim of unethical and/illegal lending practices, I am disputing the validity of the current debt you claim I owe. By debt I am referring to the principal balance claimed owed; my calculated monthly payment, and any fees claimed to be owed by you or entity you may represent.

Exhibit A

To independently validate my debt, I need to conduct a complete exam, audit, review and accounting of my loan from its inception through the present date. Upon receipt of this letter, please refrain from reporting any negative credit information [if any] to any credit-reporting agency until you respond to each of my requests.

I also request that you kindly conduct your own investigation and audit of my account since its inception to validate the debt you currently claim I owe. I would like you to validate this debt so that it is accurate to the penny!

I anticipate contracting with a forensic loan auditing company to assist me in this matter., I need:

- (1) copies of all documents pertaining to the origination of the alleged loan and note including my loan application(s), and all required disclosures and rate sheets associated with this transaction for the above referenced loan. The copies should be legible and all documents shall be copied in their entirety.
- (2) A copy of the loan history including all payments made, all fees incurred, what has be paid and how all payments were applied. This information should cover the entire life of the loan.

I want to insure that I have not been a victim. To insure this, I have authorized a thorough review, examination, accounting and audit of my loan # 349553-1 by auditing and lending experts. This exam and audit will review my loan file from the date of my initial contact , application and the origination of my loan to the present date written above.

Please provide me, with the documents I have requested and detailed answer to each of my questions within the required lawful time frame. Upon receipt of the documents and answers, an exam and audit will be conducted that may lead to further document request and answers to questions under an additional QWR letter.

It is my hope that you can answer my questions, document and validate my debt to the penny and correct any abuses or schemes uncovered and documented.

Sincerely,

Clarence LeAnders Griffin, Jr.

Clarence LeAnders Griffin, Jr.

cc: Coastal Federal Credit Union
File

Exhibit B

KIRSCHBAUM, NANNEY, KEENAN & GRIFFIN, P.A.

ATTORNEYS AT LAW

P.O. BOX 19806

RALEIGH, NORTH CAROLINA 27619

TELEPHONE 919-848-9640

FACSIMILE 919-848-8755

April 27, 2011

Clarence LeAnders Griffin, Jr.
394 Legend Oaks Drive
Columbia SC 29229

Re: Coastal Federal Credit Union
Account 349553-1

Dear Mr. Griffin:

This letter is in response to your letter dated April 12, 2011 in which you requested validation of the above-referenced debt. As verification of the debt, we enclose for your reference the following documents:

1. Copy of Credit Application.
2. Copy of Consumer Retail Installment Sale Contract signed on May 19, 2008. We call your attention to page two of the Installment Sale Contract, particularly to those paragraphs which we have highlighted.
3. Copy of Certificate of Title.
3. Copy of our letter dated March 15, 2011.

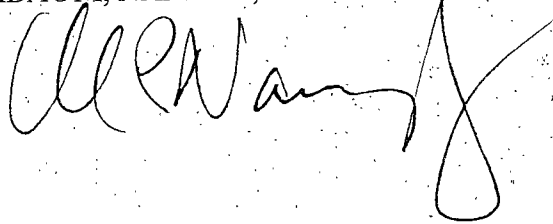
On or about March 17, 2011 a charge in the amount of \$125.00 was added to your account with the Plaintiff as a result of a Remarketing Invoice. Also, on or about April 8, 2011, your account was credited in the amount of \$4,138.00 as a result of a Collateral Protection Insurance refund received by Coastal Federal Credit Union. A copy your account transaction history is enclosed. As a result of the charge and credit to your account after our letter dated March 15, 2011, your account balance is now \$45,715.62. ✓

EXHIBIT B

This law firm is a debt collector within the meaning of the Fair Debt Collection Practices Act. This communication is an attempt to collect a debt, and any information obtained will be used for that purpose.

Sincerely yours,

KIRSCHBAUM, NANNEY, KEENAN & GRIFFIN, P.A.

A handwritten signature in cursive script, appearing to read "Allen Wang", with a large, stylized flourish at the end.

hsr

Enclosures

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

COASTAL FEDERAL CREDIT UNION,

Plaintiff,

vs.

CLARENCE LEANDERS GRIFFIN, JR.,

Defendant,

) IN THE COURT OF COMMONM PLEAS

) CASE NO: 2011-CP-40-05530

) CERTIFICATE OF SERVICE

JEANETTE W. McBRIDE
C.C.P. & G.S.

2011 OCT -3 PM 4:21

RICHLAND COUNTY
FILED

The undersigned hereby certifies that he has served a copy of my Answer and
Counterclaim by depositing a copy of the same in the United States Mail with the proper

First class Postage affixed on the 3rd day of October, 2011, to;

David P. Nanney, Jr., Esquire
KIRSHBAUM, NANNY, KEENAN & GRIFFIN, P.A.
Post Office Box 19805
Raleigh, North Carolina 27619-9766

Clarence LeAnders Griffin Jr
Clarence LeAnders Griffin, Jr., Pro Se, Defendant
394 Legend Oaks drive
Columbia, South Carolina 29229
(803) 238-8599

October 3, 2011

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL DISTRICT
Case No. 2011-CP-40-05530

COASTAL FEDERAL CREDIT UNION,
Plaintiff,

v.

CLARENCE LEANDERS GRIFFIN, JR.,
Defendant.

REQUISITION TO
SHERIFF

JEANETTE W. McBRIDE
C.C.P. & G.S.

2011 OCT -5 AM 11:01

RICHLAND COUNTY
FILED

TO THE SHERIFF OF RICHLAND COUNTY:

By this action Plaintiff seeks possession of personal property. Plaintiff has made an affidavit that it is the owner of, or is entitled to immediate possession of, such property and has given the bond required by law.

Notice has been given to the above-captioned Defendant of a right to a pre-seizure hearing, and, if such hearing is desired, that demand therefore by Defendant be made in writing to the Clerk of Court within Five (5) days of the date of service of such notice. Defendant made no demand for such hearing.

THEREFORE, pursuant to the provisions of S.C. Code Ann. Section 15-69-50(1976), you are hereby required to take the property described in the Complaint and Affidavit therein, the same being one 2008 Chevrolet Tahoe, VIN 1GNFC130X8J113924, and deliver the same to Plaintiff, unless Defendant has given notice to the Sheriff that he(she) excepts to the sufficiency of Plaintiff's sureties as provided in S.C. Code Ann. Section 15-69-130(1976) or unless Defendant has posted with the Sheriff a written undertaking, executed by two (2) or more sufficient sureties, pursuant to the provisions of S.C. Code Ann. Section 15-69-140(1976).

This the 27 day of Sept, 2011.


Honorable Judge
J. Ernest Kinard, Jr.

29.

SCANNED

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS
CASE NO: 2011-CP-40-5530

COUNTY OF RICHLAND

COASTAL FEDERAL CREDIT UNION,
Plaintiff,

v.

CLARENCE LEANDERS GRIFFIN, JR.,
Defendant.

MOTION TO DISMISS
COUNTERCLAIM

JEANETTE W. HUBBARD
C.C.P. & C.S.

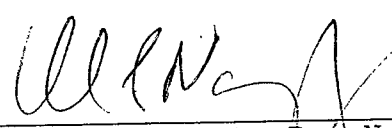
2011 OCT 13 AM 11:07

FILED
RICHLAND COUNTY

COMES NOW Coastal Federal Credit Union ("CFCU"), by and through the undersigned counsel, and hereby moves the Court to dismiss the Defendant's "Counterclaim" pursuant to South Carolina Rules of Procedure 12(b)(6) in that the same fails to state an affirmative claim against CFCU upon which relief can be granted by this Court at law or in equity.

Respectfully submitted this the 11 day of October, 2011.

BY:


✓ David P. Nanney, Jr., State Bar No. 13056
Sarah Dalonzo-Baker, State Bar No. 25082
KIRSCHBAUM, NANNEY, KEENAN & GRIFFIN, P.A.
Attorneys for Plaintiff
Post Office Box 19806
Raleigh, North Carolina 27619
Telephone: (919) 848-9640
Facsimile: (919) 848-8755

30.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was served this day on the Defendant by depositing the same with the United States Postal Service, first-class postage prepaid and properly addressed as follows:

Clarence Leanders Griffin, Jr.
394 Legend Oaks Drive
Columbia, SC 29229

This the 11 day of October, 2011.

By: David P. Nanney, Jr.

FILED
2011 OCT 13 AM 11:07
JEANETTE M. HODKINS
C.C.P. & G.S.



Richland County Sheriff's Department
 Richland Clerk

OCT 10 2011
 2011-CP-40-5580

**AFFIDAVIT OF SERVICE
 or NON-SERVICE**

Date Entered: 10/06/2011
 File Number: C201110782
 DSS Number: 0
 Foreign Case #:
 Court Date: 01/01/1900

STATE OF SOUTH CAROLINA)
 COUNTY OF RICHLAND)

Date 10/24/11
8:11pm

Plaintiff Attorney Kirschbaum, Nanney, Keenan & Griffin, PA PO Box 19806 Raleigh, NC 27619
 Phone: (919)848-9640 Work:
Plaintiff Coastal Federal Credit Union, 0
 Phone: Work:
Defendant(s) Clarence L. Griffin, Jr. 394 Legend Oaks Dr. Columbia, SC 29229
 Phone: Work:

PERSONALLY APPEARED Before Me Williams, S, duty sworn says that he/she served, or attempted to serve, the following civil paper(s):

Immediate Seizure

FILED
 RICHLAND COUNTY
 2011 NOV 10 AM 11:05
 JENNIFER M. BRIDE
 C.C.P. & G.S.

on the defendant, Clarence L Griffin Jr, as follows:

- () By personally handing the process to the defendant at _____, SC
 on _____, _____
 (Date/Time) (Street) (City)
- () By handing the process to _____ at _____
 _____, SC on _____, _____
 (City) (Date/Time) a person of suitable age and discretion then residing in the defendant's usual place of abode.
- () By handing the process to _____, the registered corporate agent or officer of the company at _____, SC on _____ and leaving him/her a copy.
 (Street) (City) (Date/Time)

WAS UNABLE to locate and serve the above process on the defendant, after diligent efforts by checking the City/Telephone Directory, and going to the address given for the defendant, and by questioning persons in the vicinity of the address. THE PROCESS IS RETURNED UNEXECUTED.

COMMENTS: per Mary Griffin, the def. stays in Camden SC
the vehicle was not at the location 10/24/11 @ 8:11pm

Deponent knows the person served to be the defendant and Deponent is not a party to the action.
 SWORN TO Before me this

24 day of October, 2011

S. Williams / Miller 209
 Deputy Sheriff, Richland County

Kenneth Coleman
 NOTARY PUBLIC FOR SOUTH CAROLINA Expires
 MY COMMISSION EXPIRES August 11, 2014
 P.O. Box 143 Columbia, SC 29202
 Office: (803) 576-3151 Fax: (803) 576-1898



Richland County Sheriff's Department

2011-CF-4005530

AUG 29 2011

AFFIDAVIT OF SERVICE or NON-SERVICE

Date Entered: 08/26/2011
File Number: C201109216
DSS Number: 0
Foreign Case #:
Court Date: 01/01/1900

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

Date _____

Plaintiff Attorney

Kirschbaum, Nanney Keenan & Griffin, P.A. P.O. Box 19806 Raleigh, NC 27619
Phone: Work:

Plaintiff

Coastal Federal Credit Union, 0
Phone: Work:

Defendant(s)

Clarence L. Griffin, Jr. 394 Legend Oaks Dr. Columbia, SC 29229
Phone: Work:

PERSONALLY APPEARED Before Me Williams, S, duty sworn says that he/she served, or attempted to serve, the following civil paper(s):

Summons & Complaint
Notice
Other

RICHLAND COUNTY
FILED
2011 SEP 15 AM 9:20
JANET W. McBRIDE
C.C.P. & G.S.

on the defendant, Clarence L. Griffin Jr, as follows:

() By personally handing the process to the defendant at _____, SC
(Street) (City)
on _____
(Date/Time)

✓ By handing the process to Mary Griffin (wife) at 394 Legend Oaks Dr,
(Name of Person Served/Relationship) (Street)
Columbia, SC on 9/11/11 7:09 pm, a person of suitable age and discretion then residing in
(City) (Date/Time)
the defendant's usual place of abode.

() By handing the process to _____, the registered corporate agent or officer of the company at
(Name of Person Served/Company Name)
_____, SC on _____ and leaving him/her a copy.
(Street) (City) (Date/Time)

() WAS UNABLE to locate and serve the above process on the defendant, after diligent efforts by checking the City/Telephone Directory, and going to the address given for the defendant, and by questioning persons in the vicinity of the address.
THE PROCESS IS RETURNED UNEXECUTED.

() COMMENTS: _____

Deponent knows the person served to be the defendant and Deponent is not a party to the action.
SWORN TO Before me this

1 day of September, 2011

Amie 269
Deputy Sheriff, Richland County

Kenneth Coleman

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES My Commission Expires
P.O. Box 143 Columbia, SC 29202 August 11, 2014
Office: (803) 576-3151 Fax: (803) 576-1898

33.

SCANNED

STATE OF SOUTH CAROLINA
RICHLAND COUNTY

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT
CASE NUMBER: 2011-CP-40-5530

COASTAL FEDERAL CREDIT UNION,

Plaintiff,

v.

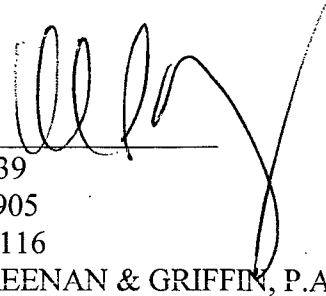
CLARENCE LEANDERS GRIFFIN, JR.,

Defendant.

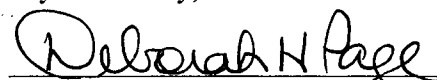
MOTION FOR
SUMMARY JUDGMENT

For the reasons enumerated in Plaintiff's Complaint and in Plaintiff's Reply to Counterclaim, Plaintiff's Verified Statement and Affidavit, and other pleadings previously filed herein, all incorporated by reference herein, Plaintiff moves the Court, pursuant to South Carolina Rules of Civil Procedure, for Summary Judgment on the ground that there is no genuine issue as to any material fact as shown by the pleadings and admissions of fact, and Movant is entitled to Judgment as a matter of law.

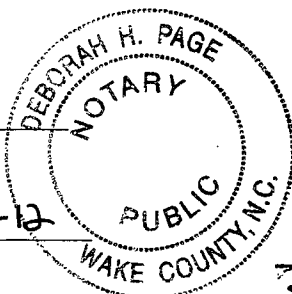
This the 6 day of January, 2012.


David P. Nanney, Jr., Bar #13239
Charles N. Griffin, III, Bar #13905
Sarah Dalonzo-Baker, Bar #14116
KIRSCHBAUM, NANNEY, KEENAN & GRIFFIN, P.A.
Attorneys for Plaintiff
Post Office Box 19806
Raleigh, North Carolina 27619
Telephone: (919) 848-9640

SWORN to before me this 6
day of January, 2012.


Notary Public for North Carolina

My Commission Expires: 2-22-12



34

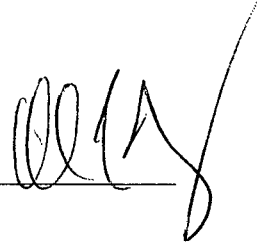
CERTIFICATE OF SERVICE

A copy of the foregoing Motion for Summary Judgment was served on the Defendant by:

(xx) Mailing a copy of same in a postage-paid envelope to Clarence LeAnders Griffin, Jr.; 394 Legend Oaks Drive; Columbia SC 29229;

This the 6 day of January, 2012.

David P. Nanney, Jr.
Charles N. Griffin, III
Sarah Dalonzo-Baker



STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS FOR
THE FIFTH JUDICIAL CIRCUIT
CASE NUMBER: 2011-CP-40-5530

COASTAL FEDERAL CREDIT UNION,
Plaintiff,

v.

CLARENCE LEANDERS GRIFFIN, JR.,
Defendant.

VERIFIED STATEMENT
AND AFFIDAVIT

2012 JAN 12 AM 9:27
JEANNETTE B. MCBRIDE
C.C.P. & S.S.

RICHLAND COUNTY
FILED

Janet Gordon, being first duly sworn, deposes
and says:

1. That s/he is a citizen and resident of Wake County
Raleigh NC, is over the age of 18 years, and is
competent to make this Affidavit.

2. That s/he is employed by the Plaintiff, a Federal Credit
Union duly organized under the laws of the United States, as a
legal specialist, and that s/he is authorized to make this
Affidavit on behalf of Plaintiff.

3. That in such capacity s/he is a custodian of the
business records of the Plaintiff related to all allegations and
statements contained herein or in the Complaint; that all records
of the Plaintiff which relate to any and all allegations and
statements contained herein or in the Complaint were produced or
made by, or from information transmitted by, a person with
knowledge of the acts, events, conditions, etc., to which any and
all such allegations and statements relate; that all such records
were produced or made at or near the time of the acts, events,
conditions, etc., set forth herein or in the Complaint; that all
such business records are kept and made in the regular course of
the Plaintiff's regularly-conducted business activity; that s/he
is familiar with the books and records and business practices of
Plaintiff and is in a position to give evidence as to the
correctness of the records and business practices of Plaintiff
and, in particular, as Defendant's account with Plaintiff.

4. That s/he has been employed by the Plaintiff for
approximately 8 years and is familiar with the customs
and usages of the automobile financing industry; that during
her/his history of employment, s/he has received both training
and work experience in the areas of financing and repossessing of
motor vehicles after default.

5. That on or about May 19, 2008, the Defendant executed a
retail instalment sale contract (the "Contract") in the original
principal sum of \$53,875.00, plus interest accruing thereon at
the rate of 8.8000% per annum. A true copy of the Contract is

36.

SCANNED

attached hereto as Exhibit "A."

6. That the Contract was thereafter assigned to Plaintiff and Plaintiff is currently the sole owner and holder of same.

7. That as security for the repayment to Plaintiff of the above-referenced loan, the Defendant granted to Plaintiff, and Plaintiff duly perfected, a first lien on that certain 2008 Chevrolet Tahoe, VIN 1GNFC130X8J113924 (the "Vehicle"), as evidenced by the Certificate Of Title for the Vehicle attached hereto as Exhibit "B."

8. That after November 12, 2010, the Defendant failed to continue to make the regularly-scheduled payments owed to Plaintiff under the terms of the Contract.

9. That on or about March 10, 2011, Plaintiff was forced to obtain a policy of creditor protection insurance ("CPI Insurance") on the Vehicle, due to the Defendant's failure to keep the Vehicle fully insured, for a premium cost of \$5,208 that was charged to the Defendant's account as permitted by the terms of the Contract.

10. That Plaintiff subsequently cancelled the CPI Insurance and obtained a premium refund of \$4,138 that was applied to the Defendant's account on April 8, 2011. A copy of the complete payment history for the Defendant's account is attached hereto as Exhibit "C."

11. That at the time the action was commenced, there remained an outstanding balance of principal and accrued unpaid interest due under the Contract in the amount of \$44,417.83.

This the 21st day of December, 2011.

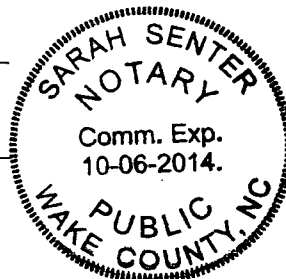
Coastal Federal Credit Union

By: *Janet Gordon*

Sworn to of affirmed before me this
21st day of Dec, 2011.

Sarah Senter
Notary Public

My Commission Expires: _____



37.

CERTIFICATE OF SERVICE

The foregoing served on the Defendant by mailing a copy of same in a postage-paid envelope to:

Clarence LeAnders Griffin, Jr, 394 Legend Oaks Drive , Columbia, SC 29229.

This 6 day of January, 2012.

all

RICHLAND COUNTY
FILED
2012 JAN 12 AM 9:27
JEANNETTE W. MCBRIDE
S.C.P. & G.S.

38.

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) CASE NO: 2011-CP-40-05530
COASTAL FEDERAL CREDIT UNION,))
Plaintiff,))
vs.) AFFIDAVIT AND MEMORANDUM
) OF DEFENDANT CLARENCE LEANDERS
CLARENCE LEANDERS GRIFFIN, JR.,) GRIFFIN, JR
Defendant,))

RICHLAND COUNTY
FILED
2011 FEB -6 PM 2:21
JENNIFER W. McBRIDE
C.P. & C.S.

PERSONALLY APPEARED BEFORE ME, Clarence LeAnders

Griffin, who being duly sworn, deposes and says:

That, he is the Defendant in the above-captioned matter and he opposes the Plaintiff's Motion for Summary Judgment and submits the following:

That there are genuine issues of material fact to be determined in the trial of this case and Plaintiff's Motion for Summary Judgment should be denied.

1.

PLAINTIFF IS NOT ENTITLED TO POSSESSION OF THE VEHICLE AS PLAINTIFF HAS ACTED UNCONSCIONABLE IN IT'S COLLECTION EFFORTS AND HAS REFUSED PAYMENTS TENDERED AND/OR ATTEMPTED TO BE TENDERED BY THE DEFENDANT

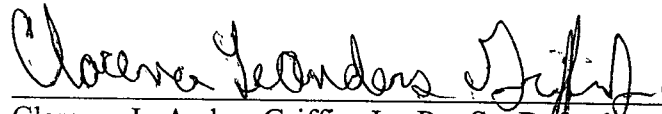
Plaintiff alleges in its Complaint. On May 19, 2008, defendant purchased that certain 2008 Chevrolet Tahoe, VIN #1GNFC130X8J113924, and in order to obtain the necessary purchase money funds for the Vehicle, entered

into that certain Retail Installment Sale Contract (the "Contract"), a true copy of which is attached hereto marked Exhibit "A." The Contract was negotiated in Chesterfield County. Plaintiff alleges further that "The Defendant failed to make payments when due to said Contract, and in accordance with the terms of said Contract Plaintiff has declared the entire balance on the contract to be presently due and payable."

Defendant submits and hereby states under oath that Plaintiff Coastal Federal Credit Union refused to accept a regular payment tendered by him and/or attempted to be tendered by Defendant upon claim that the entire balance were required to be paid before payment would be accepted for the account securing the said 2008 Chevrolet Tahoe Vehicle. Defendant submits that the Plaintiff's acts were unconscionable and unconstitutional, and further that equity will not allow the claim and delivery of the vehicle when efforts to pay Plaintiff were thwarted by Plaintiff. It was Plaintiff's own acts that frustrated Defendant's efforts to pay the debt on the 2008 Chevrolet Tahoe. However, on April 8, 2011, Plaintiff credited CPI Insurance Refund of Defendant's Account without his consent or knowledge, in which this amount was sufficient to bring Defendant's Account Current. See Exhibit "B"

As to a Motion for Summary Judgment, Rule 56 of the South Carolina Rules of Civil Procedure, states, “[t]he judgment sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admission on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. Defendant Clarence LeAnders Griffin submits that there are genuine issues as to material facts and that the moving party is not entitled to judgment as matter of law.” To determine whether any triable issues of fact exist, the reviewing court must consider the evidence and all reasonable inferences in the light most favorable to the non-moving party. *Law v. S.C. Dep’t of Corrections*, 368 S.C. 424, 434, 629 S.E. 2d 642, 648 (2006); Summary Judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application ~~of the law~~ of the law. *Bonnett v. Investors Title Ins. Co.* 370 S.C. 578, 588, 635 S.E.2d 649, 654 (Ct.App.2006). Even when there is no dispute as to evidentiary facts, but only as to the conclusions or inferences to be drawn from them, summary judgment should be denied. *Nelson v. Charleston County Parks & Recreation Comm’n* 362 S.C. 1, 5, 605 S.E.2d 744, 746 (Ct.App.2004)

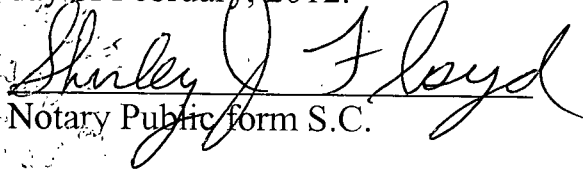
Defendant hereby respectfully prays to this Court that Plaintiff's
Motion for Summary Judgment should be denied.



Clarence LeAnders Griffin, Jr., Pro Se, Defendant
394 Legend Oaks Drive
Columbia, South Carolina 29229
(803) 238-8599

SWORN to before me this 6th

day of February, 2012.


Notary Public for S.C.

My Commission Expires: 12/17/18

५३

EXHIBIT A

1. FINANCE CHARGE AND PAYMENTS

- How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the Amount Financed, and to other amounts you owe under this contract in any order the law permits.
- How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- You may prepay. You may prepay, all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- You may refinance a balloon payment. A balloon payment is a scheduled payment that is more than twice as large as the average of your earlier scheduled payments. If you are buying the vehicle primarily for personal, family, or household use, you may refinance the balloon payment when due without penalty. The terms of the refinancing will be no less favorable to you than the terms of this contract. This provision does not apply if we adjusted your payment schedule to your seasonal or irregular income.

2. YOUR OTHER PROMISES TO US

- If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- Security Interest
You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.
- Insurance you must have on the vehicle.
You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the cost of the insurance and a finance charge at the Annual Percentage Rate shown on the front of this contract. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.

- If you pay late, we may also take the steps described below.
- You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe at once after we give you any notice the law requires. Default means:
 - You pay any payment more than 10 days late or not at all; or
 - You start a proceeding in bankruptcy or one is started against you or your property, or you break any agreements in this contract, except that if you bought the vehicle primarily for personal, family, or household use, we will only treat these events as defaults if they significantly impair the prospect of payment, performance, or realization of the collateral.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- You may have to pay collection costs. If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's reasonable fee and court costs the law permits. The maximum attorney's fee you will pay will be 15% of the amount you owe.
- We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you after we give you any notice the law requires. We may only take the vehicle if we do so peacefully without entering into a dwelling used as a current residence. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney's fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us, unless the law provides otherwise. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest rate permitted by applicable law.
- What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

- Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

5. Applicable Law

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

44.

Exhibit B

KIRSCHBAUM, NANNEY, KEENAN & GRIFFIN, P.A.
ATTORNEYS AT LAW
P.O. BOX 19806
RALEIGH, NORTH CAROLINA 27619
TELEPHONE 919-848-9640
FACSIMILE 919-848-8755

April 27, 2011

Clarence LeAnders Griffin, Jr.
394 Legend Oaks Drive
Columbia SC 29229

Re: Coastal Federal Credit Union
Account 349553-1

Dear Mr. Griffin:

This letter is in response to your letter dated April 12, 2011 in which you requested validation of the above-referenced debt. As verification of the debt, we enclose for your reference the following documents:

1. Copy of Credit Application.
2. Copy of Consumer Retail Installment Sale Contract signed on May 19, 2008. We call your attention to page two of the Installment Sale Contract, particularly to those paragraphs which we have highlighted.
3. Copy of Certificate of Title.
3. Copy of our letter dated March 15, 2011.

On or about March 17, 2011 a charge in the amount of \$125.00 was added to your account with the Plaintiff as a result of a Remarketing Invoice. Also, on or about April 8, 2011, your account was credited in the amount of \$4,138.00 as a result of a Collateral Protection Insurance refund received by Coastal Federal Credit Union. A copy your account transaction history is enclosed. As a result of the charge and credit to your account after our letter dated March 15, 2011, your account balance is now \$45,715.62. ✓

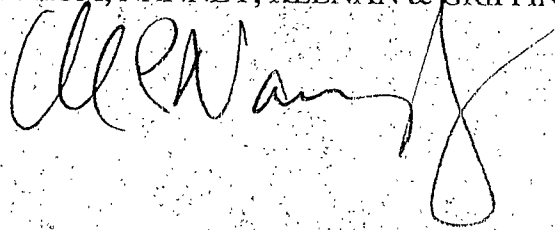
45

EXhibit B

This law firm is a debt collector within the meaning of the Fair Debt Collection Practices Act. This communication is an attempt to collect a debt, and any information obtained will be used for that purpose.

Sincerely yours,

KIRSCHBAUM, NANNEY, KEENAN & GRIFFIN, P.A.

A handwritten signature in cursive script, appearing to read "Allen Wang", with a long, sweeping flourish extending from the end.

hsr

Enclosures

46.

EXHIBIT

B

Transaction History Listing

11/22/2011
Member: 8 Gr Clarence L Griffin, Jr
FOR ACCOUNT : Clarence L Griffin Jr
LOAN : Sub 1

EFFECTIVE	TRAN	AMOUNT	PRIN	INT	BALANCE	RECEIPT #
10/26/2011	woao	-\$925.00	-\$925.00	0	-\$45,980.83	1026105844
	Desc claim & delivery fee's			0	-\$45,055.83	819085112
08/19/2011	woao	-\$638.00	-\$638.00	0	-\$44,417.83	810154456
	Desc bond cost				tlr# 3169	
08/10/2011	woao	-\$116.00	-\$116.00	0	-\$44,417.83	
	Desc bond expense Reversed 08/19/2011			0	-\$48,555.83	317082756
	RevReason: teller error			0	-\$48,430.83	316090542
04/08/2011	cpir	\$4,138.00	\$4,138.00	0	-\$48,430.83	
	Desc CPI Insurance Refund			0	-\$48,430.83	
03/17/2011	woao	-\$125.00	-\$125.00	0	-\$48,430.83	
	Desc Remarketing Invoice			0	-\$48,430.83	
03/16/2011	woff	\$48,430.83	\$0.00	0	-\$48,430.83	
	Desc Writeoff			0	-\$48,430.83	
03/10/2011	cpi	-\$5,208.00	-\$5,208.00	0	-\$48,430.83	
	Desc CPI Insurance			0	-\$43,222.83	1214104556
12/14/2010	ltex	-\$250.00	-\$250.00	0	-\$43,222.83	
	Desc Remarketing Invoice			-1020.57	-\$42,972.83	
11/12/2010	yclp	\$3,582.36	\$2,543.79		-\$42,972.83	
	Desc Credit Card Loan Payment LateFee -18			-475.81	-\$45,516.62	1240
08/11/2010	spmt	\$861.34	\$379.53	-6	-\$45,516.62	
	Desc CUSC Loan Payment ATM Net ID 748 Company ID 1404 LateFee			-611.75	-\$45,896.15	310
06/29/2010	spmt	\$861.34	\$237.59	-12	-\$46,133.74	2890
	Desc CUSC Loan Payment ATM Net ID 748 Company ID 1403 LateFee			-404.33	-\$46,584.75	330170000
05/05/2010	spmt	\$861.34	\$451.01	-6	-\$46,584.75	
	Desc CUSC Loan Payment ATM Net ID 748 Company ID 1405 LateFee			-358.74	-\$46,584.75	
03/30/2010	lnpt	\$457.34	\$92.60	0	-\$46,584.75	
	LateFee -6			0	-\$46,677.35	312140032
03/12/2010	ltex	-\$410.00	-\$410.00		-\$46,677.35	
	Desc Remarketing Invoice			-94.81	-\$46,267.35	303134846
02/26/2010	yclp	\$2,984.58	\$2,889.77		-\$46,267.35	
	Entered 03/03			-701.35	-\$49,157.12	1100
02/18/2010	spmt	\$861.36	\$148.01	-12	-\$49,157.12	
	ATM Net ID 748 Company ID 1403 LateFee			-502.84	-\$49,305.13	260
12/21/2009	spmt	\$861.34	\$352.50	-6	-\$49,305.13	
	ATM Net ID 748 Company ID 1405 LateFee			-206.19	-\$49,657.63	2520
11/09/2009	spmt	\$862.00	\$649.81	-6	-\$50,307.44	1620
	ATM Net ID 748 Company ID 509 LateFee			-330.9	-\$50,307.44	
10/23/2009	spmt	\$861.34	\$524.44	-6	-\$50,831.88	1002163828
	ATM Net ID 748 Company ID 1499 LateFee			-322.02	-\$51,371.20	1002163352
09/26/2009	lnpt	\$861.34	\$539.32		-\$51,371.20	
	Entered 10/02			-322.02	-\$51,371.20	
09/26/2009	lnpt	\$876.34	\$554.32		-\$51,371.20	
	Reversed 10/02/2009 Entered 10/02				tlr# 2789	
	RevReason: error			-387.44	-\$51,371.20	3740
08/31/2009	spmt	\$861.34	\$467.90	-6	-\$51,839.10	731093938
	ATM Net ID 748 Company ID 1401 LateFee			-278.02	-\$52,416.42	1080
07/31/2009	yclp	\$861.34	\$577.32	-6	-\$52,416.42	
	LateFee -6			-443.59	-\$52,568.68	619113806
07/09/2009	spmt	\$861.34	\$152.26		-\$52,568.68	
	ATM Net ID 748 Company ID 1403 LateFee				tlr# 1114	
06/19/2009	lnpt	\$867.34	\$417.75	-6	-\$52,568.68	
	Reversed 06/29/2009 LateFee			-269.12	-\$52,568.68	515105302
	RevReason: Retd check / NSF			-607.31	-\$53,154.90	424102156
05/15/2009	lnpt	\$861.34	\$586.22		-\$53,154.90	
	LateFee -6			-442	-\$53,402.93	324114052
04/24/2009	lnpt	\$861.34	\$248.03	0	-\$53,402.93	323172336
	LateFee -6			-442	-\$53,402.93	
03/23/2009	yclp	\$448.00	\$0.00		-\$53,402.93	
	Entered 03/24 LateFee				tlr# 184	
03/23/2009	cadj	\$15.00	\$15.00	-442	-\$53,402.93	323171028
	Desc Refund Credit Card Fee Reversed 03/24/2009				tlr# 2788	
	RevReason: correction			-843.34	-\$53,402.93	215105540
03/23/2009	yclp	\$448.00	-\$15.00	0	-\$53,402.93	1201160252
	Reversed 03/24/2009 LateFee			-360.86	-\$53,402.93	1130165904
	RevReason: trancode error			-424.48	-\$53,454.48	1031183302
02/15/2009	lnpt	\$861.34	\$0.00			
	LateFee -18			0	-\$53,402.93	
12/01/2008	LEXT	\$0.00	\$0.00		-\$53,402.93	
11/28/2008	lnpt	\$412.41	\$51.55		-\$53,402.93	
	Entered 11/30					
10/31/2008	zccp	\$851.00	\$420.52			

47

EXHIBIT B

Desc x7059 LateFee -6						
09/30/2008 zccp	\$861.34	\$0.00	-855.34	-\$53,875.00	930124632	
Desc x7059 LateFee -6						
09/19/2008 zccp	\$861.34	\$0.00	-849.35	-\$53,875.00	922090740	
Desc 7059 Entered 09/22 LateFee -11.99						
09/09/2008 lnpt	\$1,100.00	\$501.61	-592.39	-\$53,875.00	909151734	
Reversed 09/09/2008 LateFee -6				tlr# 2291		
RevReason: TELLER ERROR						
08/27/2008 lnpt	\$867.34	\$0.00	-861.35	-\$53,875.00	902112718	
Reversed 09/11/2008 Entered 09/02 LateFee -5.99				tlr# 1921		
RevReason: ret'd check/NSF						
08/01/2008 oftt	\$0.01	\$0.00	0	-\$53,875.00		
savings 1 LateFee -0.01						
07/16/2008 oftt	\$20.02	\$0.00	-14.02	-\$53,875.00		
savings 1 LateFee -6						
05/19/2008 cudl	-\$53,875.00	-\$53,875.00	0	-\$53,875.00	529164522	
Entered 05/29						

History Request Date: 11/22/2011 Time: 3:37 PM

48

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
COASTAL FEDERAL CREDIT UNION,
Plaintiff,
vs.
CLARENCE LEANDERS GRIFFIN, JR.,
Defendant,

) IN THE COURT OF COMMON PLEAS

) CASE NO: 2011-CP-40-05530

) CERTIFICATE OF SERVICE

JANETTE W. McBRIDE
C.C.P. & G.S.

2012 FEB -6 PM 2:21

RICHLAND COUNTY
FILED

The undersigned hereby certifies that he has served a copy of my Affidavit and
Memorandum of Defendant by depositing a copy of the same in the United States Mail
with the proper First class Postage affixed on the 6th day of February, 2012, to;

David P Nanney, Jr., Esquire
KIRSHBAUM, NANNEY, KEENAN & GRIFFIN, P.A.
Post Office Box 19805
Raleigh, North Carolina 27619-9766

Clarence LeAnders Griffin Jr.
Clarence LeAnders Griffin, Jr., Pro Se, Defendant
394 Legend Oaks Drive
Columbia, South Carolina 29229
(803) 238-8599

February 6, 2012

49

STATE OF SOUTH CAROLINA
RICHLAND COUNTY

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT
CASE NUMBER: 2011-CP-40-500

COASTAL FEDERAL CREDIT UNION,

Plaintiff,

v.

CLARENCE LEANDERS GRIFFIN, JR.,

Defendant.

NOTICE
OF HEARING

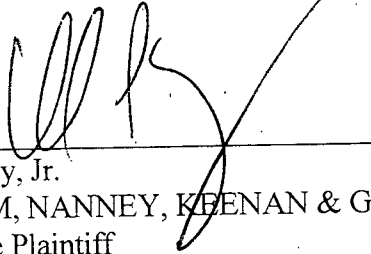
2012 FEB -6 AM 10:39
JEANNETTE W. MCBRIDE
C.C.P. & G.S.

RICHLAND COUNTY
FILED

TO: Clarence LeAnders Griffin, Jr.

PLEASE TAKE NOTICE that the undersigned will move the Court at Richland County, South Carolina, at 9:30 o'clock a.m. on the 9th day of February, 2012, or as soon thereafter as counsel can be heard for an Order pursuant to Rule 56 of the South Carolina Rules of Civil Procedure granting Summary Judgment for Plaintiff against Defendant and Dismissing Defendant's Counterclaims against Plaintiff.

This 31st day of January, 2012.



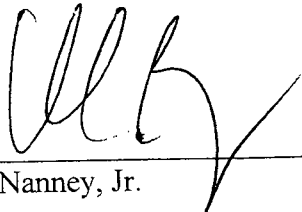
David P. Nanney, Jr.
KIRSCHBAUM, NANNEY, KEENAN & GRIFFIN, P.A.
Attorney for the Plaintiff
Post Office Box 19806
Raleigh, North Carolina 27619
Telephone: (919) 848-9640

CERTIFICATE OF SERVICE

The foregoing served on the Defendant by mailing a copy of same in a postage-paid envelope to:

Clarence LeAnders Griffin, Jr.; 394 Legend Oaks Drive; Columbia, SC 29229;

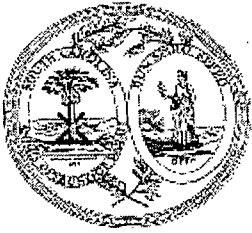
This the 31st day of January, 2012.



David P. Nanney, Jr.

50
SCANNED

January 23, 2012



**Motion "MSUMJM - Motion for Summary Judgment" for Case:
2011CP4005530 - Coastal Federal Credit Union vs Clarence Leanders
Griffin has been added to the following Motions Roster:**

MOTION ROSTER FEBRUARY 9, 2012 COURTROOM 2-C

**This hearing of this motion has been scheduled for Thursday, February
9, 2012 at 9:30 am.**

The above referenced case is scheduled for a Motion Hearing before Judge L. Casey Manning in Courtroom 2-C. The Plaintiff's Attorney is to notify the Defendant in writing of the time and date of all Default and Damages Hearings. All requests for continuances must be in writing with a \$25.00 filing fee and received by the Chief Administrative Judge prior to the hearing. A request for a continuance does not guarantee that a case will be continued. Please notify the Court in writing if the Motions are resolved prior to the hearing. Please file any briefs/memorandums and proposed orders the Wednesday before the week of the hearing.

Mail Notice To
Clarence Leanders Griffin 394 Legend Oaks Drive Columbia, SC 29229

Court Info
Richland County Common Pleas Richland County Judicial Center 1701 Main Street Columbia, SC 29201-9201

Judge James R. Barber, III
Chief Administrative Judge
Fifth Judicial Circuit

5/1

STATE OF SOUTH CAROLINA
RICHLAND COUNTY

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT
CASE NUMBER: 2011-CP-40-5530

COASTAL FEDERAL CREDIT UNION,

Plaintiff,

v.

CLARENCE LEANDERS GRIFFIN, JR.,

Defendant.

JUDGMENT

2012 MAR 30 PM 1:06
JEANETTE D. G.S.
C.C.P. & U.S.

This cause coming on before the undersigned Judge on Motion of Plaintiff for Summary Judgment against Defendant, and it appearing to the Court that there is no genuine issue as to any material fact, that the Plaintiff is entitled to Judgment as a matter of law, and that there is no just cause for delay;

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that Summary Judgment is granted in favor of Plaintiff against Defendant and that Plaintiff have and recover of the Defendant the following sums:

1. Principal sum of Forty-Four Thousand Four Hundred Seventeen and 83/100 Dollars, (\$44,417.83);
2. Interest at the contract rate of interest of 8.80% per annum, Ten and 71/100 Dollars, (\$10.71) per diem, from March 11, 2011, until date of judgment and interest thereafter at the legal rate (7.25% per annum) until satisfied;
3. Attorney's fees in the amount of Six Thousand Nine Hundred Ninety-Five and 49/100 Dollars, (\$6,995.49);
4. Court costs which are, as of the date of Judgment, Two Hundred Fifty and 00/100 Dollars, (\$250.00).
5. Such other and further relief as to the Court may seem just and proper.

IT IS FURTHER ORDERED that the Defendant immediately vacate the Property, that Plaintiff be allowed permanent possession of 2008 Chevrolet Tahoe, VIN # 1GNFC130X8J113924, with the right to dispose of said Property in accordance with South Carolina Cod Ann 36-9-504 (Law Co-op. 1976) and to apply net proceeds of such sale toward satisfaction of the Judgment; and

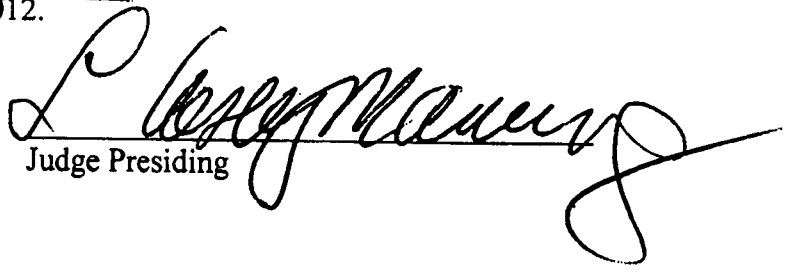
52,

IT IS FURTHER ORDERED that the Sheriff is hereby directed to seize that take immediate possession of the Property and to deliver said Property to Plaintiff; and

IT IS FURTHER ORDERED that upon proper return of the Property to Plaintiff, the subsequent sale of the Property by Plaintiff in accordance with South Carolina Code Ann 36-9-504 (Law Co-op. 1976), and the application of the net proceeds resulting from said sale to the Judgment, the Plaintiff will make an appropriate credit to the Judgment.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant's Counterclaim filed in this matter is hereby denied and that Defendant have and recover nothing from the Plaintiff.

This the 27 day of February, 2012.


Judge Presiding

1 STATE OF SOUTH CAROLINA) IN COMMON PLEAS
2 COUNTY OF RICHLAND) COURT
3)
4 COSTAL FEDERAL CREDIT UNION,)
5) TRANSCRIPT
6 -V-) OF
7) RECORD
8 CLARENCE GRIFFIN,) 2011-CP-40-5530
9 DEFENDANT.)
10

11 MARCH 1, 2011

12 RICHLAND, SOUTH CAROLINA
13

14 B-E-F-O-R-E:

15 HONORABLE CASEY L. MANNING, JUDGE,
16

17 A-P-P-E-A-R-A-N-C-E-S:

18 FOR THE PLAINTIFF:

19 SARAH BAKER, ESQ.
20

21 FOR THE DEFENDANT:

22 CLARENCE GRIFFIN, PRO SE
23
24
25

54.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

I-N-D-E-X

MOTION:

PG.

3

CERTIFICATE OF REPORTER:

10

E-X-H-B-I-T-S

(REPORTER'S NOTE: THERE WERE NO EXHIBITS ENTERED.)

55.

1 (The following proceedings were
2 held on February 9, 2012.)

3 THE COURT: Is this Costal Federal Credit versus
4 Clarence Griffin?

5 MS. BAKER: Yes, Your Honor.

6 THE COURT: You're Clarence Griffin?

7 MR. GRIFFIN: Yes, sir.

8 THE COURT: Can you hear me?

9 MR. GRIFFIN: Yeah.

10 THE COURT: Okay. You may proceed.

11 MS. BAKER: Thank you, Your Honor. Your Honor, I

12 would like to introduce myself, I'm new to you and new to
13 this courthouse I'm licensed in North Carolina and South
14 Carolina my name is Sarah Baker. I primarily North Carolina
15 practice but I'm real happy to be here.

16 And this is Mr. Griffin and I've had an
17 opportunity to chat with him about the case, answer his
18 questions about procedural issues and just to generally talk
19 it over but the basic -- the facts of this case is the case
20 arrises out of an installment sales contract. Mr. Griffin
21 signed a, signed a, contract on April 19 of 2008 for an '08
22 Chevrolet Tahoe. He financed \$53,875 at eight point
23 8 percent. It's a security intrest that's been duly
24 perfected by my client. Mr. Griffin defaulted after
25 November 21, 2010. We filed our complaint on August 19th

56

1 along with a notice of right, procedure hearing, bond for
2 claim and delivery, affidavit and, and, we filed on -- with
3 two causes of action one is claim and delivery the other is
4 an action on the contract. We have not recovered the vehicle
5 so that's at issue today, Your Honor, as well as the
6 principle balance.

7 Mr. Griffin filed his answer on October 3rd of
8 2011 it was actually an answer and counterclaim. He
9 admitted the purchase and borrowed the loan but just
10 asserted general denials for the remainder of it. He had a
11 question about a credit for -- creditor protection insurance
12 I've since explained to him but so that Your Honor's aware
13 at one point Costal couldn't get conformation that
14 Mr. Griffin had insured the vehicle so they had to get an
15 emergency policy on the car and, and, once they got
16 confirmation that they had it they credited him the prorated
17 amount back onto his contract and that's listed out in the
18 transaction history that's, that's, part, of the court file.
19 as well we've given Mr. Griffin I think at least two or
20 three times. So, that, that, was the one snag on this ✓
21 answer counterclaim.

22 We filed requisition to sheriff on October 5th of
23 ✓ 2001 and then on October 13th we filed our motion to dismiss
24 stating -- under Rule 12(b)(6) failure to state a claim upon
25 which a relief could be granted.

57,

1 And, Your Honor, Mr. Griffin had requested that
2 one, he have a jury trial and should this matter go beyond
3 the summery judgment phase. Two, that the loan be
4 reinstated and or modified and three, he wanted a credit
5 applied which has already been applied to his account. So,
6 I guess my first step, Your Honor, would be to argue my
7 motion to dismiss having given you the --

8 THE COURT: To dismiss his counterclaim against --

9 MS. BAKER: Yes, sir.

10 THE COURT: For your client?

11 MS. BAKER: Yes, sir.

12 THE COURT: All right. Go ahead.

13 MS. BAKER: Sorry, Your Honor, have you had an
14 opportunity to review his answer? ✓

15 THE COURT: Yes. ✓

16 MS. BAKER: Do you require any more facts from me?

17 THE COURT: No.

18 MS. BAKER: Other than I don't see anything under
19 the law that would provide for those request.

20 THE COURT: All right. Thank you, ma'am.

21 Mr. Griffin, what's your position? What's your
22 position on all of this, sir?

23 MR. GRIFFIN: Well, Your Honor, I would like to
24 say about that, Your Honor, I felt that Costal -- under the
25 collecting act didn't treat me fairly. Yes, I was behind on

1 the truck but -- so, I made several attempts I always got to
2 truck caught up. You know, I'm a contractor so when my work
3 went out I don't have a job. And even the truck even had
4 been in repo status and I have got out of repo status
5 several, several, times and I made the attempt to -- when
6 the truck was like three months behind I made the attempt to
7 call them and let them know I can make arrangements to pay
8 on it. For whatever reason they wouldn't grant me the
9 payment -- they wanted the full -- the balance in full, of
10 course, I didn't have the full balance is full to pay the
11 truck off. They granted me a loan modification one time and
12 asked for the second time -- it's been a year since then.
13 They turned me down, no explanation. They gave me a number
14 to call, call, several times and never, never, called me
15 back in regards to the loan modification why I was turned
16 down.
17 I just felt that they threw me up under the bus
18 with that when it came down to working with me and I had
19 been one of them customers that yes, it might have been late
20 but I always, I always, got it caught up. Never intended to
21 defraud Costal of the loan and but one thing that really,
22 really, puzzled me that during the whole process when we
23 were going through the payment and everything was behind and
24 they wanted all the money, when I filed a complaint against
25 them they, they, came out and said that I had \$4,000 that

59

1 was credited toward the vehicle for some CPI Insurance that
2 they never made me aware of that or never brought it to my
3 attention until they got the lawyers involved and I don't, I
4 don't, feel that was right. Like I say, my whole, my whole,
5 thing about this situation is that I never intended to
6 defraud them or not intentionally pay them because I had
7 paid them, I mean, and when it got behind I had all ready
8 paid it and caught up, you know. So, that's how I felt like
9 they --

10 THE COURT: Okay --

11 MR. GRIFFIN: Collection did me wrong in filling
12 -- trying to collect, you know, the money for the insurance
13 then they, I guess, someone might of had a bad day that time
14 and act just -- well, we don't want no payment. We want all
15 the money up front and --

16 THE COURT: Okay, Mr. Griffin, I understand that's
17 your position.

18 MR. GRIFFIN: Yeah.

19 THE COURT: All right. Thank you, sir.
20 Anything further?

21 MS. BAKER: No, Your Honor. Only that -- to
22 incorporate my motion for summary judgment we feel that
23 there's no issue of genuine fact that there's -- the
24 plaintiff is entitled to judgment as a matter of law we're
25 requesting an order for possession of the vehicle, the

600

1 principle amount which is \$44,417.83 --

2 THE COURT: Well, I'm confused --

3 MS. BAKER: Oh, I'm sorry.

4 THE COURT: The principle amount is 44,000, you
5 want the principle amount and the vehicle?

6 MS. BAKER: Yes, Your Honor, but -- that's the
7 good question and it's not the first time I've had that.

8 The way we generally do think is, in the order it says we're
9 requesting an award of the amount --

10 THE COURT: Well, if you got the money you
11 wouldn't want the truck would you?

12 MS. BAKER: Right. And then --

13 THE COURT: If you got the truck --

14 MS. BAKER: If we recover the truck --

15 THE COURT: You still want all the money?

16 MS. BAKER: No, if we recovered the truck it's
17 tolled the balance is applied to --

18 THE COURT: I understand.

19 MS. BAKER: His debit and then credited.

20 THE COURT: That's all right. Thank you both.

21 I'll think about what I've heard here today. I will review

22 the file again. I'll issue a short order. I'll let you

23 know my decision in due course.

24 MS. BAKER: Okay. Thank you Your Honor, if I may
25 since I'm out of town I've got --

blr

1 THE COURT: Proposed orders?

2 MS. BAKER: Yes.

3 THE COURT: Okay, you can leave it with me.

4 MS. BAKER: Thank you, Your Honor, may I approach?

5 THE COURT: I'll think about it. I'll let you
6 know my decision very soon, Mr. Griffin.

7 Thank you both so very much.

8 MS. BAKER: Thank you Your Honor.

9 THE COURT: All right.

10 END OF PROCEEDINGS

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

62_r

1 COUNTY OF RICHLAND)

2 CERTIFICATE OF REPORTER

3 I, Crystal Holmes, hereby certify that I reported
4 the preceding case entitled State of SC V. Costal Federal
5 Credit Union Vs. Clarence Griffin, Case No. 2011-CP-40-5530,
6 at the Richland County Courthouse, May 10, 2012

7 I FURTHER CERTIFY that the foregoing pages 1
8 through 10 constitute a true, accurate and full transcript
9 of said hearing.

10 I FURTHER CERTIFY that I am not employed by any of
11 the parties hereto and I have no financial interest in the
12 outcome of said case.

13 IN WITNESS WHEREOF, I have heretofore set my hand
14 and seal at Richland County on this 10th day of May, 2012

15 
16 Crystal Holmes, Court Reporter
17 and Notary Public for the
18 State of South Carolina my
19 Commission Expires
20 April 21 2014
21
22
23
24
25

63.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

Appeal from the Circuit Court of Richland County, South Carolina

L. Casey Manning, Circuit Court Judge

Case No. 2011-CP-40-5530
Appellate Case No. 2012-211872

Coastal Federal Credit Union,.....Respondent,

vs.

Clarence LeAnders Griffin, Jr.,.....Appellant.

CERTIFICATE OF COMPLIANCE

The undersigned Appellant certifies that the Amended Record on Appeal contains all of the material proposed to be included by any of the parties and not any other material complies with Rule 210, SCRCP.

s/ Clarence LeAnders Griffin, Jr.
Clarence LeAnder Griffin, Jr., Pro Se Appellant
394 Legend Oaks Drive
Columbia, South Carolina 29229
(803) 238-8599

June 20, 2013
Columbia, South Carolina

RECEIVED

JUN 20 2013

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

Appeal from the Circuit Court of Richland County, South Carolina

L. Casey Manning, Circuit Court Judge

Case No. 2011-CP-40-5530
Appellate Case No. 2012-211872

Coastal Federal Credit Union,.....Respondent,

v.

Clarence LeAnders Griffin, Jr.,.....Appellant.

PROOF OF SERVICE

I, Clarence LeAnders Griffin, Jr. served upon the Respondent, Appellant's
Amended Record on Appeal by placing the same in the United States Mail,
First Class Postage prepaid, addressed to the following as shown below this 20th
day of June, 2013.

David P. Nanney, Jr., Esquire
KIRSHBAUM, NANNY, KEENAN & GRIFFIN, P.A.
Post Office Box 19805
Raleigh, North Carolina 27619-9766

RECEIVED
JUN 20 2013
SC Court of Appeals

Clarence LeAnders Griffin, Jr. ES
Clarence LeAnders Griffin, Jr., Pro Se, Appellant
394 Legend Oaks Drive
Columbia, South Carolina 29229
803) 238-8599

June 20, 2013
Columbia, South Carolina