

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas
Gordon G. Cooper, Master-In-Equity
Trial Court Case No. 2011-CP-42-0500

Appellate Case No. 2019-000404

RECEIVED
DEC 20 2019
SC Court of Appeals

Super Suds, LLC, Appellant,

v.

Carolina Properties Holdings, LLC, Walter W. Parker, IV, the United States of America by
and through the U.S. Small Business Administration, Carolina Clean Greer I, LLC, and
Community Development & Improvement Corporation, Defendants,

Of Which Carolina Properties Holdings, LLC, and Walter W. Parker, IV are the Respondents.

APPENDIX TO RECORD ON APPEAL

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INDEX

PLEADINGS

Affidavit of Walt W. Parker, IV, dated August 4, 20172

OTHER MATERIALS AND DOCUMENTS

Certificate of Counsel.....6

difficult economy. In 2011, the BB&T note became delinquent. On February 2, 2011, BB&T filed a foreclosure action against CPH, as the borrower, and me personally, as the guarantor.

Ken Howard, owner of Super Suds, LLC, is a local car wash operator, and he approached me about buying the car wash. The timing would allow Ken to obtain the real property and assets of the business, and I could avoid foreclosure. Between Ken Howard, BB&T and myself, we all came to a triangular deal benefiting each party. Ken Howard was to purchase all outstanding debt secured by the mortgage from BB&T. BB&T would sell the promissory note, and relinquish the legal claims against me in the foreclosure action. I would provide a Deed in Lieu of Foreclosure titling the property and affixed assets to Super Suds, LLC.

On August 18, 2011, Super Suds, LLC purchase the priority BB&T loan for \$200,000. The loan balance was \$601,427.10. BB&T and Super Suds, LLC were aware of the junior lienholders, including both loans from the Small Business Association ("SBA") and Community Development and Improvement Corporation ("CDIC"). Also on August 18th, I provided Super Suds' attorney, Allan Hill, with the contact information for the lien holders. On September 20, 2011, communications with BB&T and Allan Hill caused me to believe believing the foreclosure action would disappear with no deficiency judgment, particularly considering the Deed in Lieu of Foreclosure negotiated with Ken Howard. I signed a Settlement and Mutual Release of Claims with BB&T, on September 23, 2011, effective September 19, 2011.

On October 24, 2011, I signed and delivered the Deed in Lieu of Foreclosure, to Allan Hill on behalf of CPH, conveying complete title of the property to Super Suds, LLC. Allen Hill worked on behalf of Super Suds and Ken Howard to draft the DIL and received the signed copy.

Super Suds received an absolute deed, therefore, it was my understanding that the consideration for Deed in Lieu was the "satisfaction and cancellation" of all indebtedness that

was once secured by the mortgage. I believed Mr. Howard would begin operating the car wash as the owner and would be responsible for all of the debt on the property. Mr. Howard understood the equity and debt invested in the business and my inability to spend another penny on the car wash. The consent order substituting parties was filed on October 31, 2011, and I thought this was simply a function of Super Suds' purchase of the mortgage. Since this was a week after Allan Hill received the DIL, my impression was that Super Suds' would dismiss the foreclosure action.

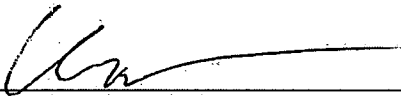
I was not aware the case was still open with activity, although I should have follow up to ensure it was truly closed. Unfortunately, the address of record still was our old Spartanburg address and my wife, Ginny, is the managing member of this company. However, I provided consent to amend my address in July of 2011 to 961 Saye Creek Drive Madison, GA. Super Suds was aware of my address in Madison beginning at my first discussions with Ken Howard. Additionally, my email correspondence included the Madison until I moved in 2015.

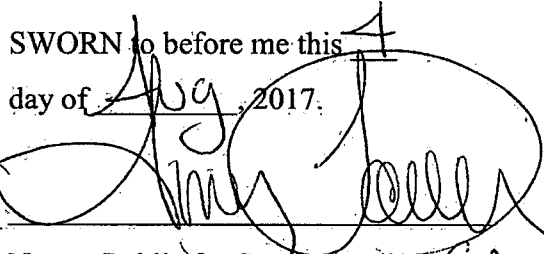
Notice from the Department of Treasury of my debt to the SBA for default triggered my awareness of this continued foreclosure action. Around the same time, I also received notice from Charlie LeGrand that Super Suds was substituted as the plaintiff in BB&T's foreclosure action. I was confused and reached out to Ken Howard. I did not understand how Super Suds continued to work towards foreclosure after they received absolute title with the signed DIL. Furthermore, when the Order of Reference was signed to move the foreclosure to the Master in Equity, I did not sign my name as it appears. I cannot speak to the signature on this document, and did not receive a copy either.

In the hearing with the Master in Equity, I discovered that Allan Hill is no longer attorney of record and will serve as a witness for Super Suds. Knowing this I was eager to depose Allan

Hill because he orchestrated our deal from the beginning. He understood the legal consequences of our arrangement and negotiated with me on behalf of Super Suds throughout the process. Allan Hill can speak to when the moment when Super Suds was aware of the junior lienholders, and Ken Howard's understanding of the DIL. He also knows what he represented to me as the results of my signing the DIL. I hope to know how we are in this position when Super Suds purchased the mortgage from BB&T, and I handed him the DIL for Super Suds.

The property is now an asset with a resale value of \$750,000+ that Ken Howard purchased for \$200,000, with knowledge of the mortgages attached to the property. Notwithstanding the junior lienholders, Super Suds (Ken Howard) received an excellent deal on the property.

Signature: 
Printed Name: Walt W. Parker II

SWORN to before me this 4
day of Aug, 2017.

Notary Public for South Carolina GA
My Commission Expires: 4-17-21



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CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the foregoing *Appendix to the Record on Appeal*
contains all material proposed to be included by any of the parties and not any other material.

December 16, 2019

By: 

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