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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Robert E. Hood, Circuit Judge

Appellate Case No. 2019-000719

Carrington Mortgage Services, LLC,.....Respondent,

v.

Paul R. Watson,.....Appellant.

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA COUNTY OF RICHLAND Carrington Mortgage Services, LLC, Plaintiff, vs. Paul R. Watson, Defendant.	IN THE COURT OF COMMON PLEAS C/A NO.: 2017-CP-40-04539 **ORDER GRANTING PLAINTIFF'S MOTION TO STRIKE JURY TRIAL DEMAND**

(File No.: 4043.07917)

This matter came before the Court on March 14, 2019 for a hearing on Plaintiff's Motion to Strike Jury Trial Demand.

For the reasons set forth below, Plaintiff's Motion to Strike is GRANTED, and this civil action shall be placed on the nonjury docket.

FACTUAL AND PROCEDURAL BACKGROUND

This is a mortgage foreclosure action. Plaintiff filed a Summons and Complaint on July 31, 2017. Plaintiff alleges Defendant executed a note on August 27, 2009, secured by a mortgage covering real property. The mortgage was recorded on September 24, 2009. Plaintiff alleges Defendant defaulted on the note and mortgage as of March 1, 2017. Plaintiff seeks a judgment of foreclosure for the amount due upon the note and mortgage.

Defendant filed an Answer and asserted counterclaims for breach of contract, trespass, forcible entry and detainer, violation of the Unfair Trade Practices Act, and interference with contract. All of the counterclaims arise out of Plaintiff's alleged actions in entering and securing the property after default.

For example, the breach of contract counterclaim alleges Plaintiff breached the mortgage contract by entering and taking possession of the real property. Likewise, for trespass, Defendant alleges Plaintiff entered the real property in reckless disregard of Defendant's rights. For the

interference with contract cause of action, Defendant alleges Plaintiff interfered with Defendant's contract with a realtor by entering and taking possession of the real property.

STANDARD OF REVIEW

"Whether a party is entitled to a jury trial is a question of law." *Wachovia Bank, NA v. Blackburn*, 407 S.C. 321, 328, 755 S.E.2d 437, 441 (2014). "[T]here is no right to trial by jury for equitable actions." *Lester v. Dawson*, 327 S.C. 263, 267, 491 S.E.2d 240, 242 (1997). Mortgage foreclosure actions are equitable in nature. *See Hayne Fed. Credit Union v. Bailey*, 327 S.C. 242, 248, 489 S.E.2d 472, 475 (1997) ("A mortgage foreclosure is an action in equity.") "If the complaint is equitable and the counterclaim is legal and permissive, the defendant waives his right to a jury trial." *Blackburn*, 407 S.C. at 330, 755 S.E.2d at 441.

CONCLUSIONS OF LAW

Defendant is entitled to a jury trial in this equitable action "only if the counterclaims are legal and compulsory." *Carolina First Bank v. BADD, L.L.C.*, 414 S.C. 289, 295, 778 S.E.2d 106, 109 (2015). Plaintiff concedes that all of the counterclaims are legal. Therefore, the only question is whether the counterclaims are permissive or compulsory.

A counterclaim is compulsory "if it arises out of the transaction or occurrence that is the subject matter of the opposing party's claim . . . ." Rule 13(a), SCRCP. South Carolina has adopted the "logical relationship" test to determine whether counterclaims arise out of the same transaction or occurrence as the opposing party's claim. *N.C. Fed. Sav. & Loan Ass'n v. DAV Corp.*, 298 S.C. 514, 519, 381 S.E.2d 903, 906 (1989).

"Under this test, the logical relationship determination is made by asking whether the counterclaim would affect the lender's right to enforce the note and foreclose the mortgage." *Blackburn*, 407 S.C. at 330 n. 7, 755 S.E.2d at 442 n. 7 (internal quotations omitted). "If the

defendant's prevailing on his counterclaim would affect the bank's right to enforce the note and foreclose the mortgage, there is a logical relationship between the counterclaim and the underlying suit, and the counterclaim is therefore compulsory." *Id.*

Defendant is not entitled to a jury trial on his counterclaims because Plaintiff's ability to enforce the note and mortgage would not be affected by Defendant's success on the counterclaims. "Generally, the party seeking foreclosure has the burden of establishing the existence of the debt and the mortgagor's default on that debt." *U.S. Bank Trust Nat'l Ass'n v. Bell*, 385 S.C. 364, 374-75, 684 S.E.2d 199, 205 (Ct. App. 2009). Defendant's counterclaims pertain to alleged actions by Plaintiff in securing the property many years after the note and mortgage were executed. The resolution of the counterclaims would not affect the existence of a debt or Defendant's default on that debt. The counterclaims do not affect the enforceability of the note and mortgage.

CONCLUSION

For the reasons set forth above, Plaintiff's Motion to Strike is granted and this matter shall be transferred to the nonjury docket.

IT IS SO ORDERED.

SIGNATURE BLOCK APPEARS ON FOLLOWING PAGE

Richland Common Pleas

Case Caption: Carrington Mortgage Services LLC vs Paul R Watson

Case Number: 2017CP4004539

Type: Order/Other

So Ordered

s/ R.E. Hood #2164

Electronically signed on 2019-03-20 10:12:51 page 4 of 4

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2017CP4004539

Carrington Mortgage Services LLC
PLAINTIFF(S)

Paul R Watson
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

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

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

☐ **STAYED DUE TO BANKRUPTCY**

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

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

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

Defendant's Motion to Reconsider is hereby Denied.

ORDER INFORMATION

This order ☐ ends ☑ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 04/11/2019 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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

Richland Common Pleas

Case Caption: Carrington Mortgage Services LLC vs Paul R Watson

Case Number: 2017CP4004539

Type: Order/Electronic Form 4

So Ordered

s/ R.E. Hood #2164

Electronically signed on 2019-04-11 15:01:02 page 3 of 3

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

Carrington Mortgage Services, LLC
Plaintiff

vs.

Paul R. Watson
Defendant.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2017-CP-40-04539

Submitted By:
T. Lowndes Pope, SC Bar #66507
Heidi B. Carey, SC Bar #7020
Damon C. Wlodarczyk, SC Bar #70460
Jayme L. Shy, SC Bar #81551
Meredith M. Robertson, SC Bar #68322
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RILEY POPE & LANEY, LLC
Attorneys for Plaintiff

Address: Post Office Box 11412, Columbia, SC 29211
Telephone #: (803) 799-9993
Fax #: (803) 239-1414
E-mail: http://rplfirm.lawoffice.com

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

DOCKETING INFORMATION (*Check all that apply*)
***If Action is Judgment/Settlement do not complete*

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

NATURE OF ACTION (*Check One Box Below*)

Contracts
- ☐ Constructions (100)
- ☐ Debt Collection (110)
- ☐ General (130)
- ☐ Breach of Contract (140)
- ☐ Fraud/Bad Faith (150)
- ☐ Failure to Deliver/ Warranty (160)
- ☐ Employment Discrim (170)
- ☐ Employment (180)
- ☐ Other (199) _____

Torts - Professional Malpractice
- ☐ Dental Malpractice (200)
- ☐ Legal Malpractice (210)
- ☐ Medical Malpractice (220)

Previous Notice of Intent Case # 20____-NI-_____-_____
- ☐ Notice/ File Med Mal (230)
- ☐ Other (299) _____

Torts – Personal Injury
- ☐ Conversion (310)
- ☐ Motor Vehicle Accident (320)
- ☐ Premises Liability (330)
- ☐ Products Liability (340)
- ☐ Personal Injury (350)
- ☐ Wrongful Death (360)
- ☐ Assault/Battery (370)
- ☐ Slander/Libel (380)
- ☐ Other (399) _____

Real Property
- ☐ Claim & Delivery (400)
- ☐ Condemnation (410)
- ☒ Foreclosure (420)
- ☐ Mechanic's Lien (430)
- ☐ Partition (440)
- ☐ Possession (450)
- ☐ Building Code Violation (460)
- ☐ Other (499) _____

Inmate Petitions
- ☐ PCR (500)
- ☐ Mandamus (520)
- ☐ Habeas Corpus (530)
- ☐ Other (599) _____

Administrative Law/Relief
- ☐ Reinstate Drv. License (800)
- ☐ Judicial Review (810)
- ☐ Relief (820)
- ☐ Permanent Injunction (830)
- ☐ Forfeiture-Petition (840)
- ☐ Forfeiture—Consent Order (850)
- ☐ Other (899) _____

Judgments/Settlements
- ☐ Death Settlement (700)
- ☐ Foreign Judgment (710)
- ☐ Magistrate's Judgment (720)
- ☐ Minor Settlement (730)
- ☐ Transcript Judgment (740)
- ☐ Lis Pendens (750)
- ☐ Transfer of Structured Settlement Payment Rights Application (760)
- ☐ Confession of Judgment (770)
- ☐ Petition for Workers Compensation Settlement Approval (780)
- ☐ Other (799) _____

Appeals
- ☐ Arbitration (900)
- ☐ Magistrate-Civil (910)
- ☐ Magistrate-Criminal (920)
- ☐ Municipal (930)
- ☐ Probate Court (940)
- ☐ SCDOT (950)
- ☐ Worker's Comp (960)
- ☐ Zoning Board (970)
- ☐ Public Service Comm. (990)
- ☐ Employment Security Comm (991)
- ☐ Other (999) _____

Special/Complex /Other
- ☐ Environmental (600)
- ☐ Automobile Arb. (610)
- ☐ Medical (620)
- ☐ Other (699)_____
- ☐ Sexual Predator (510)
- ☐ Permanent Restraining Order (680)
- ☐ Pharmaceuticals (630)
- ☐ Unfair Trade Practices (640)
- ☐ Out-of State Depositions (650)
- ☐ Motion to Quash Subpoena in an Out-of-County Action (660)
- ☐ Pre-Suit Discovery (670)

Submitting Party Signature: Jayme L. Shy **Date:** 7/27/17

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

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

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

Pursuant to the ADR Rules, you are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.

2. The initial ADR conference must be held within 300 days after the filing of the action.

3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs.

4. Cases are exempt from ADR only upon the following grounds:

    a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;

    b. Requests for temporary relief;

    c. Appeals

    d. Post Conviction relief matters;

    e. Contempt of Court proceedings;

    f. Forfeiture proceedings brought by governmental entities;

    g. Mortgage foreclosures; and

    h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.

5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.

6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

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

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	C/A NO.: 2017-CP-40-
Carrington Mortgage Services, LLC, Plaintiff,	
vs.	**SUMMONS AND NOTICE**
Paul R. Watson, Defendant.	

(File No. 4043.07917)

TO THE DEFENDANT ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers at their offices, 2838 Devine Street, Columbia, South Carolina 29205, within thirty (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the complaint.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by Plaintiff.

YOU WILL ALSO TAKE NOTICE that should you fail to answer the foregoing Summons, the Plaintiff will move for a general Order of Reference of this cause to the Master-in-Equity or a Special Referee for the aforesaid County, which Order shall, pursuant to Rule 53, SCRCP, specifically provide that the said Master or Special Referee is authorized and empowered, to enter a final judgment in this case and any appeal from the final judgment entered herein to be made directly to the Supreme Court.

YOU WILL ALSO TAKE NOTICE that under the provisions of S.C. Code Ann. §29-3-100, effective June 16, 1993, any collateral assignment of rents contained in the attached mortgage is perfected and Plaintiff hereby gives notice that all rents shall be payable directly to it by delivery to its undersigned attorneys from the date of default. In the alternative Plaintiff will move before a Judge of this Circuit on the 10th day after service hereof, or as soon thereafter as counsel may be heard, for an Order enforcing the assignment of rents, if any, and compelling payment of all rents covered by such assignment directly to the Plaintiff, which motion is to be based upon the original note and mortgage which is the subject of this action and the Complaint attached hereto.

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION GAINED WILL BE USED FOR THAT PURPOSE.

RILEY POPE & LANEY, LLC

Jayme L. Shy

T. Downdes Pope, SC Bar 66507
Heidi B. Carey, SC Bar 7020
Damon C. Wlodarczyk, SC Bar 70460
Jayme L. Shy, SC Bar 81551
Meredith M. Robertson, SC Bar 68322
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Christopher M. Wasson, SC Bar 101890
Nicholas J. Skorzewski, SC Bar 102830
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Plaintiff

July 27, 2017
Columbia, South Carolina

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	IN THE COURT OF COMMON PLEAS C/A NO.: 2017-CP-40-
Carrington Mortgage Services, LLC, Plaintiff, vs. Paul R. Watson, Defendant.	**COMPLAINT** FOR A FIRST CAUSE OF ACTION Reformation FOR A SECOND CAUSE OF ACTION Foreclosure of Real Estate Mortgage (Non-Jury)

(File No. 4043.07917)

The Plaintiff above-named, complaining of the Defendant above named, herein alleges:

GENERAL ALLEGATIONS

1. This is an action for the foreclosure of a mortgage upon real estate in Richland County, South Carolina.

2. The Plaintiff is a corporation or other legal entity duly organized and existing under and by virtue of the laws of one of the States of The United States of America and is authorized to transact business in the State of South Carolina.

3. The Plaintiff is holder of or otherwise entitled to enforce the Note and Mortgage described hereafter and that are the subject of this action.

4. Some lien on or right, title, or interest in the real estate, the subject of this action, may be claimed by the Defendant herein.

5. Based upon a search of the public records of Richland County, all persons or entities having an interest or lien or possible claim in or upon the mortgaged premises subordinate to the lien of the Plaintiff as of the date and time of the filing of the Lis Pendens herein have been made a Defendant.

6. The Defendant herein described, if any, as judgment creditors, have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the provisions of S.C. Code Ann. §15-35-840.

7. On or about August 27, 2009, Paul R. Watson made, executed and delivered unto Midland Mortgage Corporation a certain Note ("Note") in the principal sum of One Hundred Thousand Eight Hundred Thirty Four and 00/100 ($100,834.00) Dollars, with an interest rate of 5.500% per annum, payable in monthly installments of principal and interest of $572.52 beginning October 1, 2009, a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference.

8. In order to secure the payment of the Note according to the terms and conditions thereof, Paul R. Watson made, executed and delivered unto Midland Mortgage Corporation a certain real estate mortgage ("Mortgage") covering the following described property:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Lot No. 4, Block E, on a plat prepared for Rev R. Coleman (Lakewood Subdivision), by McMillan Engineering Co., dated December 13, 1957, and recorded in the Office of the Register of Deeds for Richland County in Plat Book No. 10, page 247. Said lot being more fully designated on that plat prepared for Cox and Dinkins, Inc., on May 13, 1987, for Vernon J. Nelson and Judith D. Nelson recorded in Plat Book Y at Page 2752. Reference being craved to said latter plat for a more complete and accurate description of said property.

Being the same property conveyed to Paul R. Watson by deed of Paul Edmund Wilson, dated August 27, 2009 and recorded September 24, 2009 in Deed Book 1557 at Page 3558.

TMS No. 14111-05-01
Property Address: 5120 Circle Drive, Columbia, SC 29206

9. The Mortgage was signed, witnessed and probated; thereafter the Mortgage was recorded in the public records of Richland County on September 24, 2009, in Book 1557 at Page 3561. Thereafter, by assignment recorded September 24, 2009 in Book 1557 at Page 3567, the mortgage was assigned to JPMorgan Chase Bank, N.A.; thereafter, by assignment recorded December 29, 2016 in Book 2176 at Page 1038, the mortgage was assigned to Carrington Mortgage Services, LLC. A copy of the Plaintiff's Mortgage and Assignments are collectively attached hereto as Exhibit "B" and made a part hereof by reference.

10. The Mortgage evidences and secures the repayment of money advanced by the Plaintiff, or its predecessor in interest, to, or on behalf of, the mortgagor and constitutes a first mortgage lien on the mortgaged premises.

11. The loan evidenced by the Note and Mortgage is not owned, securitized or guaranteed by Fannie Mae or Freddie Mac. The Home Affordable Modification Program (HAMP) expired on December 31, 2016. Therefore, this loan is not subject to modification under HAMP.

FOR A FIRST CAUSE OF ACTION
(Reformation)

12. The Plaintiff incorporates the allegations of the preceding Paragraphs as if repeated verbatim.

13. Upon review of the loan origination documentation, and the deed and surveys of record, the Plaintiff is informed and believes that due to inadvertence and error, the legal description contained in the Mortgage (the "legal description") contains an incorrect plat book and page reference for plat prepared for Cox and Dinkins, Inc., on May 13, 1987, for Vernon J. Nelson and Judith D. Nelson. The correct plat book and page is 51 at Page 6745.

14. The Plaintiff is informed and believes that it is entitled to an Order reforming the legal description to include the correct plat reference for plat prepared for Cox and Dinkins, Inc., on May 13, 1987, for Vernon J. Nelson and Judith D. Nelson.

15. The legal description should read as follows:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Lot No. 4, Block E, on a plat prepared for Rev R. Coleman (Lakewood Subdivision), by McMillan Engineering Co., dated December 13, 1957, and recorded in the Office of the Register of Deeds for Richland County in Plat Book No. 10,

page 247. Said lot being more fully designated on that plat prepared for Cox and Dinkins, Inc., on May 13, 1987, for Vernon J. Nelson and Judith D. Nelson recorded in Plat Book 51 at Page 6745. Reference being craved to said latter plat for a more complete and accurate description of said property.

FOR A SECOND CAUSE OF ACTION
(Foreclosure of Mortgage)

16. The Plaintiff incorporates the allegations of the preceding Paragraphs as if repeated verbatim.

17. With regard to the Note and/or Mortgage which are the subject matter of this suit, Plaintiff and its attorney have provided all applicable notices and rights to cure as required and otherwise have complied with all applicable Federal, State, and local statutes, laws, rules, regulations, orders or other government directives.

18. The installments of principal and interest which became due on March 1, 2017 have not been paid although demand for the payment thereof has been made and the Plaintiff, as the holder of the Note and Mortgage, elects to and does declare the entire balance of said principal and interest due and payable at once, and that there is now due and owing and unpaid upon the said Note and Mortgage the sum of Eighty-Eight Thousand Ninety-One and 69/100 ($88,091.69) Dollars as of March 1, 2017, with a current interest rate of 5.5000% per annum from February 1, 2017, together with reasonable attorney's fees and the costs and disbursements of this action, plus all moneys, if any, advanced by the Plaintiff under the terms of the Note and Mortgage for the payment of ad valorem taxes and/or insurance premiums, property maintenance, and securing thereof or otherwise.

19. Pursuant to the terms of the Mortgage, Plaintiff has employed counsel to prosecute this action, and under the terms of the Note and Mortgage, Plaintiff's counsel is entitled to reasonable attorney's fees and costs of this action.

20. Plaintiff may be forced to pay sums for taxes, insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

21. Plaintiff's right to a personal or deficiency judgment pursuant to S.C. Code Ann. §29-3-650 and §29-3-660 is expressly demanded against Paul R. Watson.

WHEREFORE, having fully set forth its Complaint, Plaintiff prays that this Honorable Court inquire into the matters as set forth herein and:

(1) Issue its Order reforming the legal description to include the correct plat reference for plat prepared for Cox and Dinkins, Inc., on May 13, 1987, for Vernon J. Nelson and Judith D. Nelson.

(2) Ascertain and determine the amount due upon the Note and Mortgage held or being enforced by Plaintiff together with attorney's fees and costs of this action.

(3) Declare Plaintiff's Mortgage a first mortgage lien on the subject property, and render judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due, with a reasonable sum as attorney's fees, the costs of maintaining the property or securing and inspecting the property, if any, incurred as a result of this delinquency, and for the costs of this action.

(4) If necessary, appoint a Receiver to collect the rents, issues, profits or designated sums from the mortgagor, and/or the grantee(s) of the mortgagor, and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court.

(5) Sell the mortgaged premises, bar any equity of redemption, and apply the proceeds of sale as follows:

First, to the costs and expenses of the within action and sale;

Second, to the payment and discharge of the amount due on the Note and Mortgage, together with attorney's fees as aforesaid; and

Third, to the distribution of any surplus pursuant to Rule 71, SCRCP.

(6) Issue an order directing the Sheriff of Richland County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property should the same become necessary.

(7) Grant judgment against the Defendant Paul R. Watson pursuant to S.C. Code Ann. §29-3-650 and §29-3-660.

(8) Order such other and further relief as may be just and proper.

RILEY POPE & LANEY, LLC

T. Lowndes Pope, SC Bar 66507
Heidi B. Carey, SC Bar 7020
Damon C. Wlodarczyk, SC Bar 70460
Jayme L. Shy, SC Bar 81551
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2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Plaintiff

July 27, 2017
Columbia, South Carolina

NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. Section 1601, As Amended

Paul R. Watson
5120 Circle Drive, Columbia, SC 29206
File No. 4043.07917

1. Carrington Mortgage Services, LLC is the Creditor to whom the debt is owed. Creditor has retained the law firm of Riley Pope & Laney, LLC, to collect the owed debt. Any written requests should be addressed to Riley Pope & Laney, LLC, Post Office Box 11412, Columbia, SC, 29211, (803) 799-9993 (Phone), (803) 239-1414 (Fax).

2. As of August 1, 2017, the total debt you owe is $93,511.19. Because interest, late charges, attorney's fees and costs, and other charges as allowed by the Note and Mortgage continue to accrue from the date set forth above, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write or call as directed in Paragraph One (1) of this Notice.

3. Unless you, the Consumer, either orally or in writing within thirty (30) days after the receipt of this Notice, disputes the debt or any portion of the debt set forth in Paragraph Two (2) of this Notice and further described in the Complaint attached hereto, the validity of the debt will be assumed to be valid by the Creditor's law firm, Riley Pope & Laney, LLC.

4. If you, the Consumer, notify Riley Pope & Laney, LLC, at the address set forth in Paragraph One (1) of this Notice in writing within thirty (30) days of the receipt of this Notice that the debt or any portion thereof is disputed, Riley Pope & Laney, LLC, will obtain a verification of the debt, and a copy of the verification will be mailed to the Consumer by Riley Pope & Laney, LLC.

5. If you, the Consumer, make a written request to Riley Pope & Laney, LLC within thirty (30) days of the receipt of this Notice, Riley Pope & Laney, LLC, will provide you, the Consumer, the name and address of the original Creditor, if different from the current Creditor.

6. This notice should <u>not</u> be construed as a thirty (30) day grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days.

7. Please be advised that the time period in which you, the Consumer, have to dispute the amount of your debt and request additional information does not alter or affect the time period set forth in the South Carolina Rules of Civil Procedure for the filing of an answer or other responsive pleading to the Complaint.

8. Military service members on "active duty" or "active service," or a dependent of such a service member may be entitled to certain legal protections pursuant to the Servicemembers' Civil Relief Act, 50 U.S.C. §3901 et seq. If you believe that you may be entitled to such protection, please contact our office immediately.

9. If you have been discharged in a bankruptcy proceeding, we are not seeking personal liability against you, but are pursing the rights against the property as provided in the security agreements.

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

LOAN #: [redacted]

FHA Case No. [redacted]

Multistate

NOTE

AUGUST 27, 2009 [Date] | COLUMBIA, [City] | SOUTH CAROLINA [State]

5120 CIRCLE DRIVE, COLUMBIA, SC 29206
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means MIDLAND MORTGAGE CORPORATION, A CORPORATION.

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of ******ONE HUNDRED THOUSAND EIGHT HUNDRED THIRTY FOUR AND NO/100********** Dollars (U.S. $100,834.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of FIVE AND ONE-HALF percent (5.500%) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the 1ST day of each month beginning on OCTOBER 1, 2009. Any principal and interest remaining on the 1ST day of SEPTEMBER, 2039 will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at
1500 RICHLAND STREET
COLUMBIA, SC 29201

or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. $572.52. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note.

[Check applicable box] ☐ Graduated Payment Allonge ☐ Growing Equity Allonge
☐ Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of 15 calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent (4.000%) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

P.R.W. by G.W. his atty

EXHIBIT
tabbies
A

LOAN #: [redacted]

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

Paul R. Watson by Geraldine Watson, his attorney in fact (Seal)
PAUL R. WATSON
BY GERALDINE WATSON
AS ATTORNEY-IN-FACT

Pay to the Order of: Carrington Mortgage Services, LLC
Without Recourse
JPMorgan Chase Bank, NA
By: [signature]
Latoshia Greeley, Assistant Treasurer

PAY TO THE ORDER OF JP MORGAN CHASE BANK, NA

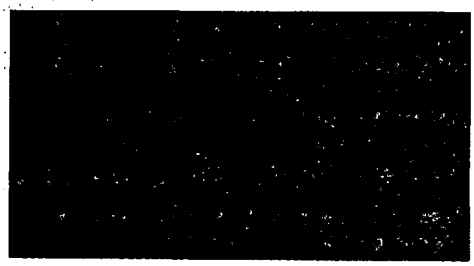
WITHOUT RECOURSE

MIDLAND MORTGAGE CORPORATION,
A CORPORATION

BY: [signature]
MARCIA B. THOMAS, VICE PRESIDENT

P.R.W. by B.W., his A.I.F.

Initials: _____



ALLONGE TO NOTE

This allonge makes reference to the following note:

Borrower: **PAUL WATSON**

Loan #: [redacted]

Loan Amount: **$100834.00**

Note Date: **8/27/2009**

Property Address: **5120 CIRCLE DR, COLUMBIA, SC 29206**

Pay to the Order of:

Without Recourse By:

Chris Lechtanski, AVP, Default
Carrington Mortgage Services, LLC

[redacted]

[redacted]

After Recording Return To:

This instrument prepared by:

Book 1557-3561
2009072190 09/24/2009 13:42:16:870 Mortgage
Fee:$12.00 County Tax:$0.00 State Tax:$0.00

[redacted]

2009072190 Richard W. Rodden Richland County R.O.D.

LOAN # [redacted]

[Space Above This Line For Recording Data]

State of South Carolina

MORTGAGE

[redacted]

THIS MORTGAGE ("Security Instrument") is given on AUGUST 27, 2009. The Mortgagor is PAUL R. WATSON ("Borrower"). This Security Instrument is given to MIDLAND MORTGAGE CORPORATION, A CORPORATION which is organized and existing under the laws of THE STATE OF SOUTH CAROLINA and whose address is 1500 RICHLAND STREET, COLUMBIA, SC 29201. ("Lender"). Borrower owes Lender the principal sum of ***ONE HUNDRED THOUSAND EIGHT HUNDRED THIRTY FOUR AND NO/100********** Dollars (U.S. $100,834.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 1, 2039 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender and Lender's successors and assigns the following described property located in RICHLAND County, South Carolina:
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

which has the address of 5120 CIRCLE DRIVE, COLUMBIA [Street, City],
South Carolina 29206 ("Property Address");
[Zip Code]

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

PRW by GW, his AIF

EXHIBIT
B

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby

assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341 (d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Waivers. Borrower waives all rights of homestead exemption in the Property.

21. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to one hundred fifty percent (150%) of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

LOAN #: [redacted]

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Condominium Rider ☐ Growing Equity Rider ☐ Planned Unit Development Rider
☐ Graduated Payment Rider ☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Paul R. Watson by Geraldine Watson, his attorney in fact (Seal)
PAUL R. WATSON
BY GERALDINE WATSON
AS ATTORNEY-IN-FACT

State of SOUTH CAROLINA
County of RICHLAND

Personally appeared before me Owen Edwards (first witness) and made oath that he/she saw the within named PAUL R. WATSON (grantor) sign, seal, and as his/her act and deed, deliver the within written Mortgage, and that he/she, with J.B. Hinton (second witness), witnessed the execution thereof.

(signed by first witness)

Sworn to before me this 27 day of August, 2009.

Notary Public for South Carolina
My commission expires: April 25, 2015

(SEAL)

EXHIBIT A
(LEGAL DESCRIPTION)

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Lot No. 4, Block E, on a plat prepared for Rev R. Coleman (Lakewood Subdivision), by McMillan Engineering Co., dated December 13, 1957, and recorded in the Office of the Register of Deeds for Richland County in Plat Book No. 10, page 247. Said lot being more fully designated on that plat prepared for Cox and Dinkins, Inc., on May 13, 1987, for Vernon J. Nelson and Judith D. Nelson recorded In Plat Book Y at page 2752. Reference being craved to said latter plat for a more complete and accurate description of said property.

This being the same property conveyed to Paul R. Watson by deed of Paul Edmund Watson, dated August 27, 2009, to be recorded in the Office of the Register of Deeds for Richland County simultaneously herewith.

TMS #: 14111-05-01

James H. Swick, Attorney at Law, LLC
1421 Bull Street
PO Box 728
Columbia, SC 29201
803-253-8785

[redacted]

Book 1557-3567
2009072191 09/24/2009 13:42:16:967
Fee:$6.00 County Tax: $0.00

Assignment of Mortgage
State Tax: $0.00

[redacted]

2009072191 Richard W. Rodgers Richland County R.O.D.

ASSIGNMENT OF MORTGAGE

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

FOR VALUE RECEIVED, THE UNDERSIGNED, MIDLAND MORTGAGE CORPORATION DOES HEREBY TRANSFER, ASSIGN, SET OVER AND CONVEY TO JPMORGAN CHASE BANK N.A. 10151 DEERWOOD PARK BLVD., JACKSONVILLE, FLORIDA 32256

ITS SUCCESSORS AND/OR ASSIGNS, THAT CERTAIN MORTGAGE EXECUTED BY: PAUL R. WATSON

TO MIDLAND MORTGAGE CORPORATION, 1500 RICHLAND STREET, COLUMBIA, SC 29201 WHICH MORTGAGE IS RECORDED ON 9-24-09 IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY, SOUTH CAROLINA, IN MORTGAGE BOOK 1557 AT PAGE 3561 TOGETHER WITH ALL THE NOTES AND INDEBTEDNESS SECURED BY SAID MORTGAGE; AND THE UNDERSIGNED DOES HEREBY REMISE, RELEASE, QUIT CLAIM AND CONVEY TO THE TRANSFEREE HEREIN ALL RIGHT, TITLE, AND INTEREST OF THE UNDERSIGNED IN AND TO THE PROPRETY DESCRIBED IN AND CONVEYED BY SAID MORTGAGE. THE UNDERSIGNED IS NOW THE OWNER OF SAID DEBT AND MORTGAGE.

IN WITNESS WHEREOF, THE UNDERSIGNED MIDLAND MORTGAGE CORPORATION, AFFIXED ITS SEAL AND SIGNED BY ITS PRESIDENT ON THIS 27TH DAY OF AUGUST, 2009 HAS HEREUNTO SET ITS HAND AND SEAL.

SIGNED, SEAL AND DELIVERED
IN THE PRESENCE OF
Jane Hall
Glenda P. Bone

MIDLAND MORTGAGE CORPORATION
BY: [signature]
MARY BETH GILLIS
ITS PRESIDENT

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PERSONALLY APPEARED BEFORE ME JANE HALL AND MADE OATH THAT SHE SAW THE WITHIN NAMED MIDLAND MORTGAGE CORPORATION, BY MARY BETH GILLIS, ITS PRESIDENT EXECUTE, SEAL AND AS ITS ACT AND DEED, DELIVER THE WITHIN ASSIGNMENT, AND THAT SHE WITH GLENDA P. BONE, WITNESSED THE EXECUTION THEREOF.

SWORN TO BEFORE ME THIS
27TH DAY OF AUGUST, 2009

Glenda P. Bone
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: DECEMBER 14, 2010

Jane Hall

James H. Swick, Attorney at Law, LLC
1421 Bull Street
PO Box 728
Columbia, SC 29201
803-253-8785

When Recorded Return To:
JPMorgan Chase Bank
C/O Nationwide Title Clearing, Inc.
2100 Alt. 19 North
Palm Harbor, FL 34683

Client Loan Numbe[redacted]

Book 2176-1038
2016101304 12/29/2016 12:25:31:667 Assignment of Mortgage
Fee: $8.00 County Tax: $0.00 State Tax: $0.00
2016101304 John T. Hopkins II Richland County R.O.D.

[redacted]

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **JPMORGAN CHASE BANK, N.A., WHOSE ADDRESS IS 700 Kansas Lane, MC 8000, MONROE, LA 71203, (ASSIGNOR),** by these presents does convey, grant, assign, transfer and set over the described Mortgage with all interest secured thereby, all liens, and any rights due or to become due thereon to **CARRINGTON MORTGAGE SERVICES, LLC, WHOSE ADDRESS IS 1600 SOUTH DOUGLASS ROAD, SUITE 200-A, ANAHEIM, CA 92806, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE)**

Said Mortgage dated 08/27/2009, made by **PAUL R. WATSON** to **MIDLAND MORTGAGE CORPORATION** and recorded 09/24/2009 in the Recorder or Registrar of Deeds of RICHLAND County, South Carulina in Book 1557, Page 3561 and Instrument # 2009072190.

Dated on 12 / 22 / 2016 (MM/DD/YYYY)
JPMORGAN CHASE BANK, N.A.

By: _____
Latrice Bell
Vice President

Signed and Acknowledged
in the Presence of:

_____
Ieisha C Merrell
Witness 1

_____
Charlotte Ryles
Witness 2

STATE OF LOUISIANA PARISH OF OUACHITA
On 12/22/2016 (MM/DD/YYYY), before me appeared
Latrice Bell, to me personally known, who did say that he/she/they is/are the Vice President of JPMORGAN CHASE BANK, N.A. and that the instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and that he/she/they acknowledged the instrument to be the free act and deed of the corporation (or association).

_____
YOLANDA A. DIAZ
Notary Public - State of LOUISIANA
Commission expires: Upon My Death

YOLANDA A. DIAZ
STATE OF LOUISIANA
LIFETIME COMMISSION
NOTARY ID #87401

Document Prepared By: Latrice Bell, JPMorgan Chase Bank, N.A., 780 Kansas Lane, Suite A, Monroe, LA, 71203, 800-401-6587
Recording Requested By: JPMorgan Chase Bank, C/O Nationwide Title Clearing, Inc. 2100 Alt. 19 North, Palm Harbor, FL 34683

[redacted]

COPY

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	Case No. 2017-CP-40-04539
Carrington Mortgage Services, LLC, Plaintiff, vs. Paul R. Watson, Defendant.	ANSWER AND COUNTERCLAIM (JURY TRIAL DEMANDED)

The Defendant (hereinafter "Watson") in answer to the Plaintiff (hereinafter "Carrington")'s Complaint and as counterclaim, answers and alleges as follows:

FOR A FIRST DEFENSE

1. Any allegation of the Complaint not herein admitted, qualified, or explained is denied. Any allegations of the Complaint subject of qualified admissions made herein are denied insofar as the allegations are not qualifiedly admitted, and any allegations of the Complaint subject of any other qualifications or explanations herein are denied insofar as they are not otherwise qualified or explained.

2. Answering the allegations of paragraphs 1 of the Complaint, Watson denies the same as stated, as foreclosure is only one of the cause of action the Complaint purports to assert.

3. Answering the allegations of paragraphs 2 and 3 of the Complaint, Watson does not have sufficient knowledge or information to form a belief as to the truth or falsity thereof.

4. Answering the allegations of paragraph 4 of the Complaint, Watson admits that Watson owns the subject property.

5. Answering the allegations of paragraph 5 of the Complaint, Watson does not have sufficient knowledge or information to form a belief as to the truth or falsity thereof.

6. Answering the allegations of paragraph 6 of the Complaint, Watson answers that no judgment creditors are named as defendants.

7. Answering the allegations of paragraph 7 of the Complaint, Watson admits that a note was signed, which note says what it says.

8. Answering the allegations of paragraph 8 of the Complaint, Watson admits that a mortgage was signed, which mortgage says what it says.

9. Answering the allegations of paragraph 9 of the Complaint, Watson does not have sufficient knowledge or information to form a belief as to the truth or falsity thereof.

10. Answering the allegations of paragraph 10 of the Complaint, Watson does not have sufficient knowledge or information to form a belief as to the truth or falsity thereof.

11. Answering the allegations of paragraph 11 of the Complaint, Watson does not have sufficient knowledge or information to form a belief as to the truth or falsity thereof, except that he admits that the Home Affordable Modification Program apparently did expire on December 31, 2016.

12. No separate response is required to paragraph 12 of the Complaint.

13. Answering the allegations of paragraph 13 of the Complaint, Watson does not have sufficient knowledge or information to form a belief as to the truth or falsity thereof.

14. Answering the allegations of paragraph 14 of the Complaint, Watson denies the same.

15. Answering the allegations of paragraph 15 of the Complaint, Watson does not have sufficient knowledge or information to form a belief as to the truth or falsity thereof.

16. No separate response is required to paragraph 16 of the Complaint.

17. Answering the allegations of paragraph 17 of the Complaint, Watson denies the same.

18. Answering the allegations of paragraph 18 of the Complaint, Watson does not have sufficient knowledge or information to form a belief as to the truth or falsity thereof.

19. Answering the allegations of paragraph 19 of the Complaint, Watson admits that Carrington has apparently engaged counsel, and Watson does not have sufficient knowledge or information to form a belief as to the truth or falsity thereof.

20. Answering the allegations of paragraph 20 of the Complaint, Watson denies the same.

21. Answering the allegations of paragraph 21 of the Complaint, Watson admits that Carrington demands what it demands, but Carrington is not entitled to what it demands.

22. No answer to the prayer in the Complaint is required.

23. Watson desires and is interested in foreclosure intervention.

FOR A SECOND DEFENSE
(Dismissal – Rule 12(b)(6))

24. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

25. The Complaint fails to state facts sufficient to constitute a cause of action.

26. The Complaint fails to allege facts sufficient to state all the necessary elements of a claim for reformation, such as mutual mistake.

27. The Complaint or part thereof should be dismissed.

FOR A THIRD DEFENSE
(Carrington's Breach of Mortgage)

28. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

29. Though Watson has never abandoned the subject property, Carrington entered and took possession of the subject property.

30. This was without Watson's permission.

31. This was without any right to do so.

32. This violated the mortgage contract.

33. Carrington's breach of contract bars it from recovery or other success in this case.

FOR A FOURTH DEFENSE
(Unclean Hands)

34. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

35. Carrington has engaged in such conduct with respect to the matters subject of his claims as to make its hands unclean with regard to its claims.

36. This conduct includes, but is not necessarily limited to, entering and taking possession of the subject property as aforesaid.

37. This conduct relates directly to the subject matter of this action.

38. This conduct has proximately caused Watson prejudice and injury.

39. Watson was marketing the subject property with a realtor for sale and has been unable to show the property to prospective buyers as a result of Carrington's actions.

FOR A FIFTH DEFENSE
(Miscellaneous)

40. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

41. All counterclaims asserted in this action are also asserted as defenses to the extent permitted by law.

42. Carrington's net worth is more than a billion dollars.

FOR A FIRST COUNTERCLAIM
(Breach of Contract)

43. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

44. Carrington breached the parties' mortgage contract as aforesaid by entering and taking possession of the property subject of this case.

45. This was a material breach.

46. Carrington's breach of the mortgage contract has proximately caused damage to Watson, such damage including, but not being limited to, Watson's inability to effectively market and sell the subject property, which has prevented him from being able to realize the use and benefit of his equity in the subject property.

47. Watson is entitled to judgment against Carrington for damages.

FOR A SECOND COUNTERCLAIM
(Trespass)

48. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

49. Watson was in legal possession of the subject property at the time that Carrington entered onto it.

50. Watson is the owner of the subject property.

51. Carrington did not have Watson's permission to enter the subject property.

52. Carrington voluntary entered the subject property.

53. Carrington's entry was in reckless disregard of Watson's rights.

54. Carrington's entry has proximately caused Watson to sustain damages.

55. Watson is entitled to judgment against Carrington for actual and punitive damages.

FOR A THIRD COUNTERCLAIM
(Forcible Entry and Detainer)

56. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

57. Carrington put Watson out of possession of the subject property in a forcible manner, locking Watson out of the subject property.

58. Watson is entitled to a judgment against Carrington for three times the value of his lawful possession of the subject property.

FOR A FOURTH COUNTERCLAIM
(Violation of Unfair Trade Practices Act)

59. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

60. Actions of Carrington, including, but not necessarily limited to, those stated in this complaint, constitute violations of the South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10, et seq. These acts offended public policy, which respects the rights of property owners to the use and possession of their property and which does not permit a party that holds a mortgage to take possession of the mortgaged property without an express agreement. These acts were immoral, oppressive, unscrupulous, and substantially injured Watson.

61. Carrington knew or should have known that these actions were violations of the Unfair Trade Practices Act and constituted unfair and deceptive acts in trade or commerce.

62. These actions have an impact upon the public interest and are capable of repetition, including, but not necessarily limited to, in that Carrington is a large financial institution with many mortgage loan customers and, further, Carrington has actually repeated with other customers what it has done with Watson.

63. Watson has suffered damages as a direct, consequent, and proximate result of these actions of Carrington.

64. Watson is entitled to a judgment against Carrington for treble damages, reasonable attorney's fees, and costs.

FOR A FIFTH COUNTERCLAIM
(Interference with Contract and Prospective Contract)

65. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

66. As noted above, Watson had a contract with a realtor to market the subject property was engaged in trying to procure a contract for the sale of the property when Carrington took possession of the property.

67. Carrington knew of those things at the time it took possession of the property.

68. Carrington's actions made it impossible for Watson ad his realtor to perform their contract and made it impossible for Watson or his realtor to market the property effectively.

69. Carrington's actions were intentional and lacked justification.

70. Carrington's actions were done in willful or reckless disregard of Watson's rights. Carrington exhibited a conscious indifference to Watson's rights.

71. Carrington's actions have proximately caused Watson to sustain damages.

72. Watson is entitled to judgment against Carrington for actual and punitive damages.

WHEREFORE, Watson prays for the court to:

(a) Issue an Order dismissing the Complaint with prejudice;

(b) Deny Carrington the relief it seeks in this action;

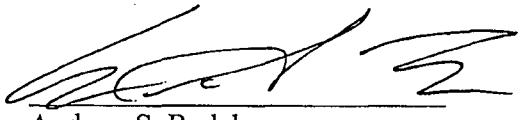
(c) Enter judgment for Watson for actual damages, punitive damages, treble damages, and all applicable statutory penalties;

(d) Enter judgment for Watson reasonable attorney's fees;

(e) Enter judgment for Watson the costs and expenses of this action; and

(f) Grant Watson such other and further relief as the court deems just and proper.

Respectfully submitted,



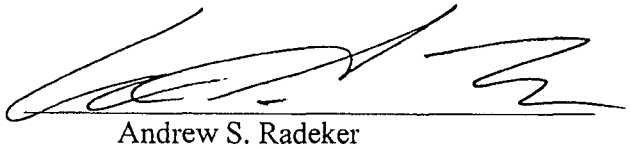
Andrew S. Radeker
HARRISON & RADEKER, P.A.
Post Office Box 50143
Columbia, South Carolina 29250
(803) 779-2211
(803) 779-6700 (facsimile)
drew@harrisonfirm.com (email)
ATTORNEY FOR DEFENDANT
PAUL R. WATSON

Columbia, South Carolina
November 3, 2017

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	Case No. 2017-CP-40-04539
Carrington Mortgage Services, LLC,	
Plaintiff,	**CERTIFICATE OF SERVICE**
vs.	
Paul R. Watson,	
Defendant.	

I, Andrew S. Radeker, an attorney with the law firm of Harrison & Radeker, P.A., Attorneys for the Defendant, do hereby certify that I, on the 3rd day of November, 2017, served the foregoing document in the above-captioned action by depositing the same in the U.S. Mail, first class, postage prepaid, with the return address clearly noted, addressed as follows:

Jayme L. Shy, Esq.
Riley Pope & Laney, LLC
P.O. Box 11412
Columbia, SC 29211



Andrew S. Radeker

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	C/A NO.: 2017-CP-40-04539
Carrington Mortgage Services, LLC, Plaintiff,	
vs.	**REPLY**
Paul R. Watson, Defendant.	

(File No. 4043.07917)

The Plaintiff, by and through its undersigned counsel, for its Reply to the Defendant's counterclaim sets forth the following allegations:

FOR A FIRST DEFENSE

1. That the Complaint fails to allege facts sufficient to constitute a cause of action against the Plaintiff and, therefore, this case should be dismissed pursuant to Rule 12, SCRCP.

FOR A SECOND DEFENSE

1. That the Plaintiff denies each and every allegation contained in the Complaint not hereinafter specifically admitted or explained.

2. That paragraphs 1 through 43 of the Answer and Counterclaims do not require a response. To the extent the court would deem a response was required, Plaintiff would crave reference to the allegations set forth in the Complaint and deny any paragraph inconsistent with the allegations set forth in the Complaint.

3. Plaintiff denies the allegations in paragraphs 44 through 72 are denied and strict proof is demanded thereof.

FOR A THIRD DEFENSE

1. That the Defendant's counterclaims are barred by the Economic Loss Doctrine.

FOR A FOURTH DEFENSE

1. That the Plaintiff pleads the terms of the contract (Note and Mortgage) as a complete bar to the Defendant's claims.

FOR A FIFTH DEFENSE

1. That Defendant's counterclaims are permissive in nature and, therefore, the request for a jury demand should be struck as this mortgage foreclosure action sounds in equity.

FOR A SIXTH DEFENSE

1. That Plaintiff reserves the right to amend its Reply within 30 days as allowed by the South Carolina Rules of Civil Procedure.

WHEREFORE, having fully responded to the Defendant's counterclaim, the Plaintiff prays that the same be dismissed with prejudice with costs, that the Plaintiff be awarded a judgment of foreclosure and sale against the Defendant with attorney's fees and costs, and for such other and further relief as this Court may deem just and proper.

RILEY POPE & LANEY, LLC

Damon C. Wlodarczyk, SC Bar 70460
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Plaintiff

December 8, 2017
Columbia, South Carolina

RILEY POPE & LANEY, LLC

ATTORNEYS AND COUNSELORS AT LAW

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

TELEPHONE
(803) 799-9993

FACSIMILE
(803) 239-1414

December 8, 2017

Richland County Clerk of Court
1701 Main Street
Columbia, SC 29201

Re: Carrington Mortgage Services, LLC vs. Paul R. Watson
Calendar No.: 2017-CP-40-04539
Our File No.: 4043.07917

Dear Clerk:

Enclosed please find for filing the original and one (1) copy of the Plaintiff's Reply along with proof of service attached. Please return a filed copy to me in the self-addressed, postage paid envelope.

If you should have any comments or questions, please do not hesitate to call me.

Sincerely,

Damon C. Wlodarczyk

DCW/
Enclosures

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND Carrington Mortgage Services, LLC, Plaintiff, vs. Paul R. Watson, Defendant.	IN THE COURT OF COMMON PLEAS C/A NO.: 2017-CP-40-04539 **NOTICE OF MOTION AND PLAINTIFF'S MOTION TO STRIKE JURY TRIAL DEMAND**

(File No.: 4043.07917)

YOU WILL PLEASE TAKE NOTICE that Plaintiff, Carrington Mortgage Services, LLC, by and through its undersigned counsel, will move ten (10) days after service hereof, or soon thereafter as counsel may be heard, pursuant to Rule 12(f), SCRCP, for an Order Striking Defendant Paul R. Watson's demand for a jury trial on the following ground: this action is a mortgage foreclosure action, which is equitable in nature. See *Hayne Federal Credit Union v. Bailey*, 327 S.C. 242, 248, 489 S.Ed. 472, 475 (1997) ("A mortgage foreclosure is an action in equity.").

BACKGROUND

This case is an action for the foreclosure of a mortgage of real property located in Richland County. A Lis Pendens, Summons and Complaint were filed on July 31, 2017. Defendant filed an Answer and asserted counterclaims for breach of contract, trespass, forcible entry and detainer, violation of Unfair Trade Practices Act, and interference with contract. All of the counterclaims arise out of Plaintiff's alleged actions in entering and taking possession of the property. Plaintiff now brings this Motion to Strike Jury Trial Demand.

STANDARD

"Whether a party is entitled to a jury trial is a question of law..." *Wachovia Bank, NA. v. Blackburn*, 407 S.C. 321, 328, 755 S.E.2d 437, 441 (2014). In equity actions the parties are not

entitled, as a matter of right, to a trial by jury." *Williford v. Downs*, 265 S.C. 319, 321, 218 S.E.2d 242, 243 (1975). "[T]here is no right to trial by jury for equitable actions." *Lester v. Dawson*, 327 S.C. 263, 267, 491 S.E.2d 240, 242 (1997). Mortgage foreclosure actions are equitable in nature. See *Hayne Federal Credit Union v. Bailey*, 327 S.C. 242, 248, 489 S.Ed. 472, 475 (1997) ("A mortgage foreclosure is an action in equity.") "If the complaint is equitable and the counterclaim is legal and permissive, the defendant waives his right to a jury trial." *Blackburn*, 407 S.C. at 330, 755 S.E.2d at 441.

APPLICABLE LAW AND APPLICATION

Defendant is not entitled to a jury trial because none of the counterclaims are compulsory. A counterclaim is compulsory only if it arises out of the same transaction or occurrence as the opposing party's claim. Rule 13(a), SCRCP. When a Defendant brings permissive counterclaims in an equitable matter, he waives his right to a jury trial. South Carolina has adopted the "logical relationship" test to determine whether claims arise out of the same transaction or occurrence as the opposing party's claim. See *N.C. Fed. Say. & Loan Asso. v. DAV Corp.*, 298 S.C. 514, 519, 381 S.E.2d 903, 906 (1989). Under the logical relationship test, when the alleged occurrences affect the enforceability of the note, then the claims arise from the same transaction or occurrence and are compulsory; if the claims do not affect the enforceability of the note, then they do not arise from the same transaction or occurrence. *Id.*

Also important to the analysis on this issue is our Supreme Court's holding and analysis in *Blackburn*. Though in *Blackburn* the court dealt primarily with the issue of valid jury trial waivers, not an issue at bar, the court's reasoning and rationale is informative. Wachovia extended a loan to Mr. Blackburn secured by a mortgage encumbering real property. *Blackburn*

at 325, 755 S.E.2d at 439. Blackburn had purchased the property through a sales lottery. Wachovia subsequently commenced foreclosure alleging the Blackburns defaulted on the loan by failing to make the required monthly payments; the Blackburns answered and asserted counterclaims, crossclaims, and third-party claims. *Id.* The Blackburns' claims included negligent misrepresentation, breach of contract, breach of fiduciary duty, fraud, civil conspiracy, and SCUTPA violations. *Id.* at 326, 755 S.E.2d at 439-40. The alleged wrongs against Wachovia arose out of the lottery sales transaction, not the loan transaction. *Id.* at 331, 755 S.E.2d at 442. The Blackburns demanded a jury trial on their claims. *Id.* at 326-27, 755 S.E.2d at 440. To reach its conclusion that a jury trial was not required, the Supreme Court reasoned treating the sales transaction separate from the loan transactions renders the Blackburns' claims permissive by definition, thereby resulting in a jury trial waiver because the Plaintiff's action was equitable.

Defendant is not entitled to a jury trial on his claim because the Note and Mortgage would remain enforceable even if the Defendant prevailed on the counterclaims. "If the defendant's prevailing on his counterclaim would affect the bank's right to enforce the note and foreclose the mortgage, there is a logical relationship between the counterclaim and the underlying suit, and the counterclaim is therefore compulsory." *Blackburn*, 407 S.C. at 330, n.7, 755 S.E2d at 442, n.7 (citation omitted). "[T]here is no constitutional right to a jury trial for a non-compulsory counterclaim for damages asserted in an equitable action." *Crewe v. Blackmon*, 289 S.C. 229, 233, 345 S.E.2d 754, 757 (Ct. App. 1986) (citation omitted). Defendant's counterclaims pertain to alleged actions occurring many years after the Note and Mortgage were executed and not the enforceability of the Note and Mortgage. None of the allegations would

nullify or cancel the Note and Mortgage. Accordingly, Defendant has no right to a jury trial and this matter should remain under the jurisdiction of this Court.

CONCLUSION

For the reasons and arguments set forth above, Plaintiff requests that this Court deny Defendant's request for a jury trial and strike it from the Answer.[1]

RILEY POPE & LANEY, LLC

s/Peter M. Balthazor
Peter M. Balthazor, SC Bar #68244
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Plaintiff

February 25, 2019
Columbia, South Carolina

[1] Plaintiff's counsel certifies it communicated via email with opposing counsel in a good faith attempt to resolve the matter contained in this motion prior to filing this motion.

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	IN THE COURT OF COMMON PLEAS Case No. 2017-CP-40-04539
Carrington Mortgage Services, LLC, **Plaintiff,** **vs.** **Paul R. Watson,** **Defendant.**	**MOTION TO RECONSIDER**

YOU WILL PLEASE TAKE NOTICE that the Defendant moves before this court pursuant to Rule 59, SCRCP, as well as pursuant to any and all other applicable law, in the above-captioned action for an order that reconsiders, alters, amends, or otherwise undoes the order filed on March 20, 2019, that struck the Defendant jury demand in this case.

Grounds for this motion include the following:

1. As noted at the hearing on the motion that produced the order, the Defendant's counterclaims all arise out of the Plaintiff's seizure of possession of his property, which violated the terms of the mortgage at issue.
2. Accordingly, the events that give rise to those claims have a logical relationship to the mortgage contract that is the subject of the Plaintiff's complaint.
3. Further, the Defendant's success on his counterclaims would also prove facts entitling him to prevail on the Plaintiff's claim. Success on the counterclaims would prove what is needed for success on the Defendant's unclean hands and breach of contract defenses. Such success would mean that the Defendant has proven material breach of the mortgage by the Plaintiff.

4. Accordingly, success on the Defendant's counterclaims could render the note and mortgage unenforceable in this action.
5. The court has interpreted too narrowly what is required for a claim to be compulsory. See N.C. Fed. Sav. & Loan Ass'n v. DAV Corp., 298 S.C. 514, 381 S.E.2d 903 (1989); S.C. Community Bank v. Salon Proz, LLC, 420 S.C. 89, 800 S.E.2d 488 (Ct. App. 2017).
6. The Defendant incorporates herein by reference all of his previous argument concerning the motion to strike his jury demand.

Upon information and belief, consultation with opposing counsel concerning the substance of this motion would not have served any useful purpose.

Respectfully submitted,

/s/ Andrew S. Radeker
Andrew S. Radeker
S.C. Bar No. 73743
HARRISON, RADEKER & SMITH, P.A.
Post Office Box 50143
Columbia, South Carolina 29250
(803) 779-2211
(803) 779-6700 (facsimile)
drew@harrisonfirm.com (email)
ATTORNEY FOR DEFENDANT

Columbia, South Carolina
March 28, 2019

STATE OF SOUTH CAROLINA	)	
	)	COURT OF COMMON PLEAS
County of Richland	)	2017CP4004539
	)	
	)	
CARRINGTON MORTGAGE SERVICES, LLC,	)	
	)	
PLAINTIFF,	)	
	)	
vs.	)	TRANSCRIPT OF RECORD
	)	
PAUL R. WATSON,	)	
	)	
DEFENDANT,	)	

March 14, 2019
Columbia, South Carolina

BEFORE:

THE HONORABLE ROBERT E. HOOD, JUDGE.

APPEARANCES:

PETER M. BALTHAZOR, ESQ.
Attorney for the Plaintiff

ANDREW RADEKER, ESQ.
Attorney for the Defendant

KAREN AMBROZIAK
Official Court Reporter

C O N T E N T S

INDEX OF EXHIBITS:

(There were no exhibits introduced.)

INDEX OF WITNESSES:

(There were no witnesses called.)

1 THE COURT: All right. We're on the record in
2 2017-CP-40-4539, Carrington Mortgage Services vs. Paul
3 Watson. Mr. Balthazor is here on behalf of the plaintiff;
4 is that right?
5 MR. BALTHAZOR: That's right.
6 THE COURT: And Mr. Radeker, excuse me, is here. Who
7 do you exactly represent?
8 MR. RADEKER: Defendant Paul Watson.
9 THE COURT: Okay. Got you. So we have Plaintiff's
10 motion to compel and Plaintiff's motion to strike. Is
11 that right, Mr. Balthazor?
12 MR. BALTHAZOR: That's right, Your Honor.
13 THE COURT: Are you ready to go forward on this?
14 MR. BALTHAZOR: I am. As far as the motion to
15 compel, the motion to compel has not necessarily been
16 resolved at this point. We would like to continue that
17 motion with the agreement that Ms. Radeker will provide
18 responses to discovery by March 28th.
19 MR. RADEKER: That's correct, Your Honor.
20 THE COURT: So we're going to do a Form 4 that says
21 the motion to compel is continued. The Defense is to
22 provide response to discovery by March 28th.
23 MR. RADEKER: That's fine with us.
24 MR. BALTHAZOR: Yes.
25 THE COURT: And if all that happens, somebody just

1 needs to let the Clerk's Office know so they cite that on
2 another docket. And if it doesn't, then you'll just pop
3 back up.
4 MR. BALTHAZOR: Sure. We'll let them know and get
5 that taken off.
6 THE COURT: All right.
7 MR. BALTHAZOR: The next motion then, the one that
8 needs to be heard today is Plaintiff's motion to strike a
9 jury trial demand. This is a foreclosure action.
10 THE COURT: Okay.
11 MR. BALTHAZOR: Foreclosure action was filed on
12 July 31st, 2017. It alleges there was a note and mortgage
13 executed by the defendant, Paul Watson, in 2009.
14 There is a default alleged on the terms of the note
15 and mortgage as of March 2017. The mortgage in this case
16 was assigned to the Plaintiff. The Plaintiff was
17 Carrington Mortgage Services assigned to the Plaintiff at
18 the end of December 2016.
19 An answer was filed along with some counterclaims.
20 The counterclaims asserted -- there were five
21 counterclaims asserted by the defendant. I think they're
22 all legal claims rather than equitable claims, but breach
23 of contract, trespass, forcible entry and detainer, unfair
24 trade practices act, and the final counterclaim was for
25 interference with the contract.

1 All of the counterclaims arise out of allegations
2 that the lender, Carrington Mortgage Services, went to the
3 property and deemed the property to be abandoned and then
4 secured the property.
5 I'm not sure of the particulars of that, I assume put
6 other locks on the doors or just secured the property. I
7 think the allegation is that the defendant can no longer
8 enter his property.
9 So the question of law to be answered by the Court
10 today -- I think there's lots of these questions or lots
11 of these cases in counterclaims. First question is to
12 determine whether the counterclaims are legal or
13 equitable.
14 Like I say, I think all the claims are legal here.
15 The next question is whether the claims are permissive or
16 compulsory. If they're permissive counterclaims, then
17 there's no right to a jury trial.
18 So looking at the Rules of Civil Procedure, I think
19 Rule 13(a), the first question is does the counterclaim
20 arise out of same transaction as the underlying claim.
21 The underlying claim here is the foreclosure claim. In
22 South Carolina, the logical relation test is used to
23 answer that question.
24 Under that test, the question as posed by our courts
25 is would the counterclaim affect the Plaintiff's right to

1 enforce the note and foreclose the mortgage, or I stated
2 it a little bit differently, if the Defendant were to
3 prevail on any counterclaim, would it affect the
4 Plaintiffs -- would it affect the lender's right to
5 enforce the note and foreclose on the mortgage.
6 As I've explained, all of these counterclaims arise
7 out of some action by the lender after the foreclosure,
8 after the default on the terms or the note and mortgage,
9 going in and securing the property.
10 Let's just take the trespass cause of action for
11 example. If the defendant was to prevail on trespass and
12 be entitled to some damages for entry on the property that
13 was unauthorized, the defendant may be entitled to some
14 damages on that cause of action, but that would not affect
15 the foreclosure cause of action.
16 In the foreclosure cause of action, the Plaintiff
17 would be required to show that there was a debt, and there
18 was a default on that debt and the amount of that debt.
19 That trespass cause of action would not affect the trial
20 or would not affect any of the issues in that foreclosure
21 action.
22 Same with all of these other counterclaims. I don't
23 think the resolution of any of those other counterclaims
24 or whether the defendant prevailed on any of those
25 counterclaims would affect our right to enforce the note

1 and mortgage. So therefore --
2 THE COURT: What specifically are you asking?
3 MR. BALTHAZOR: Well --
4 THE COURT: You two are not the first to make these
5 arguments.
6 MR. BALTHAZOR: Okay. Yeah.
7 THE COURT: So the way that -- one way that this has
8 been resolved in the past is the foreclosure goes next
9 door to the master and all the counterclaims stay in
10 Circuit Court.
11 MR. BALTHAZOR: Right. And I think that's a decision
12 that I guess -- I don't know if that's a decision for Your
13 Honor today, but I think that is -- in the case law, if
14 the counterclaims are deemed to be legal and compulsory
15 where there is a jury trial, then the decision does have
16 to be made, whether the claims are split up and tried in
17 two different places or tried in the same place.
18 What I'm asking for today, this case is on the jury
19 roster. I'm just asking today that these counterclaims be
20 deemed permissive counterclaims and that the case --
21 obviously, then there's no right to a jury trial.
22 THE COURT: On the counterclaims.
23 MR. BALTHAZOR: And there's certainly no right to a
24 jury trial on the foreclosure.
25 THE COURT: Right.

1 MR. BALTHAZOR: The only reason we're on the jury
2 roster right now is because of the counterclaims.
3 THE COURT: Right. Okay. So you want the whole
4 thing to stay in Circuit Court, and you want it to be a
5 bench trial?
6 MR. BALTHAZOR: Correct, Your Honor.
7 THE COURT: And the idea is that the counterclaims
8 are permissive?
9 MR. BALTHAZOR: Yes, Your Honor, permissive -- yes
10 permissive, not compulsory.
11 THE COURT: Okay.
12 All right, Mr. Radeker, you want to jump in?
13 MR. RADEKER: Yes. Thank you, Your Honor. We
14 disagree that the counterclaims are permissive. I'd like
15 to hand up a copy of a case. And I've got a copy for
16 Mr. Balthazor here.
17 THE COURT: Sure, of course.
18 MR. RADEKER: South Carolina Community Bank vs. Salon
19 Proz, and I hand it up because it's a fairly recent case
20 out of the Court of Appeals in 2017 on, you know, defining
21 the distinction between what's a permissive counterclaim
22 and what's a compulsory counterclaim. That case was also
23 a foreclosure case, and one of the things that the Court
24 of Appeals says is they said in looking at these
25 counterclaims, at least one of them is compulsory. For

1 example, let's look at the Unfair Trade Practices Act
2 violation claim. They say it arises out of the
3 origination or administration of the loan.
4 Now, here, clearly, these counterclaims arise out of
5 the administration of the loan. They certainly arise out
6 of the same contracts at issue, the mortgage.
7 What the mortgage says -- and this is fairly typical
8 language for a residential mortgage. It says if the
9 property is abandoned, not that the bank believes it's
10 abandoned, but if it is abandoned, then the bank can go in
11 and take possession of it and secure it.
12 In this particular case, what happened is it wasn't
13 abandoned. My client wasn't sleeping there, but he was in
14 the process of trying to sell it. They basically came in,
15 took possession of it, put new locks on the doors and shut
16 him out.
17 In any event, if we were to prevail on our
18 counterclaims, and certainly, definitely on our breach of
19 contract counterclaim, what we would have proven is that
20 the Plaintiff is in material breach of the contract that
21 it's seeking to enforce, and that would certainly affect
22 its right to prevail on its claims in the case.
23 Furthermore, we also would have proven the grounds
24 for unclean hands defense, and if we prevail on that, that
25 would affect the Plaintiff's right to enforce the note and

1 mortgage in the case. So I would say these counterclaims
2 are compulsory.
3 THE COURT: So you say the whole thing stays in
4 Circuit Court and it's a jury trial?
5 MR. RADEKER: It's --
6 THE COURT: Or what are you asking?
7 MR. RADEKER: I would say I have no problem with the
8 foreclosure claim being referred to the Master in Equity,
9 but as to the counterclaims, they are legal and
10 compulsory, don't any authority to wave a jury trial
11 right.
12 So I would say they, at least, stay here, either the
13 entire case or just those counterclaims.
14 THE COURT: Okay. All right. Mr. Balthazor, do you
15 want to jump back in?
16 MR. BALTHAZOR: Sure, if I could real quick just to
17 comment on the case handed up by Mr. Radeker. It does
18 look like there was UTPA claim in that case, which --
19 which the court commented that the UTPA claim was a
20 compulsory counterclaim, but the allegations of the UTPA
21 claim were that the bank engaged in a pattern of reneging
22 upon promises to modify or otherwise restructure loans,
23 including the loans subject to this case. So certainly,
24 that is some allegation that would affect the
25 enforceability of the note.

1 If the bank should have modified the loan or done
2 something different with the loan, I can see why this case
3 that Mr. Radeker handed up would have remained in -- would
4 have remained on the jury roster.
5 But here, there is -- like I say, all of the
6 counterclaims here all arise out of the same thing. After
7 there was a default on the note and mortgage, that's when
8 the property was secured, that's when all of the claims
9 arise.
10 I don't think any -- I don't think any of the
11 counterclaims, as I've said, would affect our ability to
12 enforce that note and mortgage and to -- to -- I mean,
13 that's saying it all. That's saying it all right there.
14 I mean, I think -- I think regardless of the
15 counterclaims, regardless of any prevailing on any of the
16 counterclaims, that will not affect our ability to enforce
17 the note and mortgage.
18 In the breach of contract claim, the facts of the
19 breach of contract claim by the defendant Watson here are
20 the same thing. We breached the contract by securing the
21 property, but again, that was after the default. That was
22 after the default on the note and mortgage.
23 THE COURT: All right.
24 MR. BALTHAZOR: Thank you, sir.
25 THE COURT: Mr. Radeker, anything else?

1 MR. RADEKER: I have nothing further unless you have
2 questions for me.
3 THE COURT: No. I need to read your counterclaims
4 and allegations, but we have those in the file.
5 Let me read those and kind of process through those
6 and process through these cases, and then I'll let y'all
7 know probably by the end of the week.
8 MR. RADEKER: Thank you, Your Honor.
9 MR. BALTHAZOR: Thank you, Judge Hood.
10 (Whereupon, the proceedings were concluded.)
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1 CERTIFICATE OF REPORTER:

2

3 STATE OF SOUTH CAROLINA)
)
4 COUNTY OF RICHLAND)

5

6

7 I, Karen Ambroziak, Official Court Reporter for the
8 5th Judicial Circuit of the State of South Carolina, do
9 hereby certify that the foregoing is a true, accurate and
10 complete Transcript of Record of the proceedings had and
11 evidence introduced in the trial of the captioned case,
12 relative to appeal, in the Court of Common Pleas for
13 Richland County, South Carolina, on the 14th day of March,
14 2019.

15

16

17 July 1, 2019

18

19

20 Karen Ambroziak

21 Karen Ambroziak, RPR
Circuit Court Reporter

22

23

24

25

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Robert E. Hood, Circuit Judge

Appellate Case No. 2019-000719

Carrington Mortgage Services, LLC,.....Respondent,

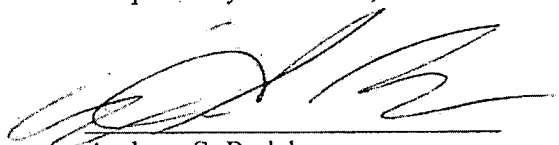
v.

Paul R. Watson,.....Appellant.

CERTIFICATE OF COUNSEL

I certify that the record on appeal contains all material proposed to be included by any of the parties and not any other material.

Respectfully submitted,



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