THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

The Honorable Charles B. Simmons, Jr.
Master in Equity

Appellate Case No. 2019-001821
Circuit Court Case No. 2018-CP-23-3124

RECEIVED
Jun 29 2020
SC Court of Appeals

Rallis Holdings, LLC and Oriole Properties, LLC, ...	Third-Party Petitioners,
In RE: Clear Skies Restoration, LLC, ...	Plaintiff,
v.	
Ivan Martinez and Paula A. Martinez	Defendants,
of which	
Oriole Properties, LLC and Rallis Holdings, LLC, are the.....	Appellants,
and	
Ivan Martinez, Paula A. Martinez, and Clear Skies Restoration, LLC, are the	Respondents.

RECORD ON APPEAL

WOMBLE BOND DICKINSON (US) LLP

M. Todd Carroll
Bryant S. Caldwell
1221 Main Street, Suite 1600
Columbia, South Carolina 29201
(803) 454-6504

Attorneys for Appellants

THE DODD LAW FIRM, LLC

Michael B. Dodd
13 Sevier Street
Greenville, SC 29605
(864) 214-5012

Attorneys for Respondents the Martinezes

HOLDER, PADGETT, LITTLEJOHN & PRICKETT, LLC

M. Stokely Holder
Anna L. Bullington
110 W. North Street, Suite 100
Greenville, SC 29601
(864) 335-8808

Attorneys for Respondent Clear Skies Restoration, LLC

INDEX TO RECORD ON APPEAL

Orders **Page**

Order for Entry of Default (Aug. 20, 2018). 1

Order of Reference (Aug. 24, 2018). 3

Order for Entry of Default (Dec. 31, 2018). 5

Order for Judgment and Decree of Foreclosure Sale (May 8, 2019). 7

Master Deed (Recorded June 11, 2019). 16

Order for Writ of Ejectment (June 12, 2019). 18

Order Granting Post-Judgment Motion (Sept. 4, 2019). 22

Order Regarding Appellants' Motion to Intervene and Motion to Reconsider (Sept. 19, 2019). 36

Pleadings

Summons and Complaint (June 1, 2018). 39

Amended Lis Pendens, Summons, and Foreclosure Complaint (Sept. 26, 2018). 64

Transcripts

Foreclosure Hearing Transcript (Feb. 7, 2019). 100

Hearing Transcript (July 17, 2019). 105

Hearing Transcript (Aug. 1, 2019). 116

Motions and Related Filings

Affidavit of Service (July 3, 2018). 141

Affidavit of Default (Aug. 15, 2018). 142

Affidavit of Service on Ivan Martinez (Oct. 26, 2018). 144

Affidavit of Service on Paula Martinez (Oct. 26, 2018). 145

Motion for Entry of Default (Dec. 21, 2018), and exhibits 146

Affidavit of Default.....148
Affidavit of Non-Military Service. 150
Title to Real Estate.....151
Real Property Tax Bill (redacted).....153
Automobile-Registration Records. 154

Notice of Hearing (Jan. 24, 2019).....157

Affidavit of Publication (June 4, 2019). 159

Assignment of Bid (June 10, 2019). 162

Taxation of Costs (June 20, 2019). 163

Motion to Stay Eviction (July 2, 2019).....165

Notice of Hearing (July 3, 2019). 169

Ivan Martinez Motion for Relief from Judgment (July 17, 2019), and exhibit. 171

Affidavit of Ivan Martinez.....174

Affidavit of Jonathan D. Custer (July 29, 2019).....176

Paula Martinez Motion for Relief from Judgment (July 31, 2019), and exhibit. 178

Affidavit of Paula Martinez 182
Affidavit of Service.....185

Clear Skies Rule 60 Motion to Correct Mistake (Aug. 21, 2019). 186

Oriole/Rallis Response in Opposition to Rule 60 Motion (Sept. 4, 2019), and exhibit.....188

Second Affidavit of Jonathan D. Custer (Sept. 4, 2019). 190

Oriole/Rallis Motion to Intervene (Sept. 16, 2019), and exhibit 194

Affidavit of Ronald D. Rallis, Jr. (Sept. 16, 2019). 198

Oriole/Rallis Motion to Reconsider (Sept. 16, 2019), and exhibits.....202

Memorandum in Support of Motion for Reconsideration 204
Affidavit of Kevin Brady (Sept. 16, 2019). 216
Second Affidavit of Johnathan D. Custer (Sept. 4, 2019) 233

Stipulation of Dismissal (Sept. 16, 2019). 237

Other Materials

Paula Martinez Driver's License (redacted) 238

Paula Martinez Marriage License (redacted) 239

Notices of Appeal. 240

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Clear Skies Restoration, LLC,	)	C.A. No. 2018-CP-23-03124
	)	
Plaintiff,	)	
	)	
vs.	)	**ORDER FOR ENTRY OF DEFAULT**
	)	
Ivan Martinez,	)	
	)	
Defendant.	)	
	)	

This matter came before the Court upon the Plaintiff, Clear Skies Restoration, LLC ("Plaintiff")'s Motion for Entry of Default against Defendant, Ivan Martinez (hereinafter "Defendant"), pursuant to South Carolina Rules of Civil Procedure Rule 55.

It appears to this Court that, upon the Court's records, personal service was effectuated on Defendant and that Defendant has failed to plead, appear, or otherwise respond in accordance with the well established law of South Carolina.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED that the Plaintiff's Motion for Entry of Default is **GRANTED** and that default is hereby entered against Defendant Ivan Martinez in the above captioned matter.

IT IS SO ORDERED.

JUDGE'S SIGNATURE PAGE TO FOLLOW

ELECTRONICALLY FILED - 2018 Aug 20 4:16 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

ELECTRONICALLY FILED - 2018 Aug 20 4:16 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

Greenville Common Pleas

Case Caption: Clear Skies Restoration Llc vs. Ivan Martinez

Case Number: 2018CP2303124

Type: Order/Entry of Default

So Ordered

s/ Honorable Perry H. Gravely, #2755

ELECTRONICALLY FILED - 2018 Aug 24 12:50 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	C.A. No.: 2018-CP-23-03124
Clear Skies Restoration, LLC,	)	
	)	
Plaintiff,	)	
	)	**ORDER OF REFERENCE**
v.	)	
	)	
Ivan Martinez,	)	
	)	
Defendant.	)	

This matter came before the Court on the Plaintiff's Motion pursuant to the South Carolina Rules of Civil Procedure Rule 53, for an Order of Reference to the Master-in-Equity for Greenville County, South Carolina to take testimony, make his findings of fact and conclusions of law, and issue a final Order in this action, with any appeal being in accordance with the South Carolina Appellate Court Rules.

IT APPEARING that this is an action for foreclosure and Defendant Ivan Martinez (hereinafter "Defendant") is in default, thus his consent to the referral of this action is not necessary.

IT FURTHER APPEARING that this matter involves real property issues for which the Master is best suited to adjudicate and judicial economy will be best served if the Master presides over this matter.

NOW, upon motion of the Plaintiff,

IT IS ORDERED that the above captioned action is hereby referred under Rule 53(b), S.C.R.C.P. to the Honorable Charles B. Simmons, Jr., Master-in-Equity for Greenville County, to make findings of fact and conclusions of law on all causes of action in this matter; to direct entry of final judgment in this action; to hear any post-judgment issues, including motions made after sale or judgment including, but not limited to, the issuance of Supplemental Orders, Writs of Assistance and the hearing of any issues involving possession and/or removal of property pursuant to South Carolina Code. Any appeal from the final judgment entered by the Master-in-Equity shall be to the Supreme Court or Court of Appeals as provided by the South Carolina Appellate Court Rules.

IT IS SO ORDERED.

JUDGE'S SIGNATURE PAGE TO FOLLOW

ELECTRONICALLY FILED - 2018 Aug 24 12:50 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

Greenville Common Pleas

Case Caption: Clear Skies Restoration LLC vs. Ivan Martinez

Case Number: 2018CP2303124

Type: Order/Referred to Master or Special Referee

It is so Ordered

s/Paul B. Wickensimer, Clerk of Court

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Clear Skies Restoration, LLC,	)	C.A. No. 2018-CP-23-03124
	)	
Plaintiff,	)	
	)	
vs.	)	**ORDER FOR ENTRY OF DEFAULT**
	)	
Ivan Martinez and Paula A. Martinez,	)	
	)	
	)	
Defendants.	)	

This matter came before the Court upon the Plaintiff, Clear Skies Restoration, LLC ("Plaintiff")'s Motion for Entry of Default against Defendants, Ivan Martinez and Paula A. Martinez (hereinafter "Defendants"), pursuant to South Carolina Rules of Civil Procedure Rule 55.

It appears to this Court that, upon the Court's records, personal service was effectuated on Defendants and that Defendants have failed to plead, appear, or otherwise respond in accordance with the well established law of South Carolina.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED that the Plaintiff's Motion for Entry of Default is **GRANTED** and that default is hereby entered against Defendants Ivan Martinez and Paula A. Martinez in the above captioned matter.

IT IS SO ORDERED.

JUDGE'S SIGNATURE PAGE TO FOLLOW

ELECTRONICALLY FILED - 2018 Dec 31 4:53 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

ELECTRONICALLY FILED - 2018 Dec 31 4:53 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

Greenville Common Pleas

Case Caption: Clear Skies Restoration LLC vs. Ivan Martinez

Case Number: 2018CP2303124

Type: Order/Entry of Default

And It Is So Ordered!

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

ELECTRONICALLY FILED - 2019 May 08 2:20 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	C. A. No. 2018-CP-23-03124
	)	
Clear Skies Restoration, LLC,	)	
	)	
Plaintiff,	)	
	)	**ORDER FOR JUDGMENT AND DECREE OF FORECLOSURE**
v.	)	
	)	
Ivan Martinez and Paula A. Martinez,	)	
	)	
Defendants.	)	

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, and by Order of The Honorable Paul B. Wickensimer, Clerk of Court, this case was referred to the undersigned to make appropriate findings of fact and conclusions of law, with authority to enter a final judgment in the case. Any appeal from the final judgment so entered will be to the South Carolina Court of Appeals.

Prior to the order of reference, an Order for Entry of Default was filed against the Defendants. Pursuant to the order of reference, a hearing was held and was attended by Plaintiff's attorney. The Defendants were provided proper, prior notice of the hearing but did not appear. Evidence was offered and received as shown in the record. Based on the evidence, I find and conclude as follows:

FINDINGS OF FACT

1. The Lis Pendens was filed on June 1, 2018, in the Office of the Greenville County Clerk of Court, naming Ivan Martinez as a party to the action; the Summons and Complaint being filed on June 1, 2018 seeking Foreclosure of Mechanic's Lien, said Mechanic's Lien being filed on April 9, 2018, in the Office of the Register of Deeds for Greenville County in Book MI 0136 at Pages 1194, and describing the property being foreclosed.

2. An Amended Lis Pendens was filed on September 26, 2018; in the Office of the Greenville County Clerk of Court, naming the parties to the action, Ivan Martinez and Paula A. Martinez; the Amended Mechanic's Lien being filed on September 26, 2018, in the Office of the Register of Deeds for Greenville County in Book MI 0141 at Pages 0537-0576, and describing the property being foreclosed; and the Amended Mechanic's Lien being foreclosed via the Amended Summons and Amended Complaint filed on September 26, 2018.

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3. Service was made upon the Defendants named in this Order as shown by the Affidavits of Service filed with the Court.

4. The Defendants are in default as shown by the Order for Entry of Default signed and filed by the Court on December 31, 2018, and as supported by the Affidavit of Default filed with the Court. According to the Affidavit filed herein, no Defendant in default is in the military service of the United States of America, as contemplated under the Servicemembers' Civil Relief Act, 50 U.S.C. App. '501, *et seq*. and any amendments thereto.

5. All parties were notified of the time, date, and place of the hearing in this matter as shown by the Notice of Hearing and Certificate of Service filed with the Court.

6. The Mechanic's Lien being foreclosed describes the same property as the Lis Pendens, Amended Lis Pendens, Complaint and Amended Complaint (**Exhibit "1"**). The Plaintiff is the present owner and holder of the Mechanic's Lien, or is the duly authorized agent of such owner, and is authorized to prosecute this action on Plaintiff's behalf.

7. The Mechanic's Lien has been perfected by the Plaintiff's filing of the Complaint and Amended Complaint, to-wit: the Mechanic's Lien Foreclosure Claim, and the Defendants are in default. As such, the entire balance is due, and proper demand has been made for payment. All debtors under the Mechanic's Lien have been given any applicable notice of right to cure.

8. Plaintiff's Mechanic's Lien is junior to the following mortgage liens: (a) Mortgage to Wells Fargo Bank, N.A. dated April 6, 2011, and filed in the Greenville County Register of Deeds Office on May 4, 2011 in Book MO 5117 at Page 5827; and (b) Mortgage to SunTrust Bank dated November 25, 2014, and filed in the Greenville County Register of Deeds Office on December 19, 2014 in Book MO 5278 at Page 3522.

9. Payment of the debt has not been made, and the Plaintiff has elected to require immediate payment of the entire amount due thereon and has placed the debt in the hands of the attorneys of record herein for collection by foreclosure.

10. The sum of Two Thousand Eight Hundred Nineteen Dollars and 80/100 ($2,819.80) is a reasonable fee to allow as attorneys' fees for Plaintiff's attorneys for services performed and anticipated to be performed until final adjudication of the within action.

11. The sum of Six Hundred Fifty-Five Dollars and 84/100 ($655.84) is reasonable to allow for costs of Plaintiff's attorneys incurred up to the date of hearing.

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12. The amount due and owing, with interest, and other costs and expenses of the within action, including any attorneys' fee, is as follows:

I.	PRINCIPAL BALANCE DUE	$7,184.34
II.	INTEREST DUE: From 1/19/2018 to February 7, 2019 Current Interest Rate 1.5% Per Month, 18.0% Per Annum ($67.32 per diem)	$1,360.50
III.	COLLECTION COSTS, FILING FEES AND SERVICE OF PROCESS	$655.84
IV.	ATTORNEY'S FEES	$2,819.80
IV.	**TOTAL DEBT**	**$12,020.48**

Interest for the period from the date shown in (II) above through the date of this judgment at above stated rate to be added to the above stated Total Debt to comprise the amount of the judgment debt entered herein and interest after the date of judgment at the rate stated above on the judgment debt shall be added to such judgment debt to comprise the amount of Plaintiff's debt through the date to which such interest is computed.

CONCLUSIONS OF LAW

Based on the record herein I conclude as follows:

1. The Plaintiff should have judgment of foreclosure of the mechanic's lien and the property should be ordered sold at public auction after due advertisement.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. There is due to the Plaintiff on the obligation and mechanic's lien set forth in the Complaint the sum of $12,020.48, representing the total debt due Plaintiff as set out in Findings of Fact above, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

2. The amount due in the preceding paragraph (the "Total Debt") and late accrued interest on the principal shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 18.0% per annum.

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

4. On default of payment at or before the time herein indicated, the premises described in the Complaint shall be sold by the Master-in-Equity at public auction, at the location, and upon the date and time set forth in the Notice of Sale previously submitted to the

ELECTRONICALLY FILED - 2019 May 08 2:20 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

Court, and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on Tuesday next succeeding such holiday, on the following terms, that is to say:

a. For cash: The Master-in-Equity will require a deposit of 5% on the amount of the bid in cash or equivalent (unless Plaintiff is the successful bidder), the same to be applied to the purchase price upon compliance with the bid. In case of non-compliance within the time specified in the Notice of Sale, the deposit will be forfeited and applied to the costs and Plaintiff's debt.

b. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 18.0% per annum.

c. The sale shall be subject to taxes and assessments, existing easements and restrictions and easements and restrictions of record, and any other senior encumbrances.

d. The Purchaser shall pay for the deed preparation and costs of recording the Deed and Deed Stamps.

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

6. The Master-in-Equity will, by advertisement according to law, give notice of the date, time, and place of such sale, and the terms thereof, and will execute to the purchaser, or purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, may become a purchaser at such sale. If the purchaser or purchasers at the sale should fail to comply with the terms thereof, then the Master-in-Equity may advertise the said premises for resale on the next, or some other subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

7. The Master-in-Equity will apply the proceeds of the sale as follows:

FIRST: To the payment of the Mortgage liens;

NEXT: To the payment of the amount of the costs and expenses of this action, including any Guardian *ad Litem* fee or fees of attorneys appointed under Order of Court;

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

ELECTRONICALLY FILED - 2019 May 08 2:20 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

same;

NEXT: Any surplus shall be held pending further Order of this Court.

8. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in the event the successful bidder is other than the Defendants in possession herein, the Sheriff, upon receipt of a Writ of Assistance or other order of ejectment, is authorized and directed to eject and remove from the premises the occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

9. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendants named herein, and all persons whosoever claiming under Defendants, be forever barred and foreclosed of all right, title, interest, and equity of redemption in the said premises so sold, or any part thereof.

10. IT IS FURTHER ORDERED that the deed of conveyance made pursuant to said sale shall contain the names of only the first-named Plaintiff and the first-named Defendant, and the Defendant who was the titleholder of the property at the time of the filing of the notice of pendency of the within action, and the name of the grantee; and, the Master-in-Equity is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

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

12. The following is a description of the premises herein ordered to be sold:

> All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 22 of Ascot subdivision, as shown on that certain subdivision plat entitled "Ascot, Sheet One of Two," prepared by Wooten Surveying Co., Surveyors, dated April 14, 1999, and recorded in Plat Book 39-W at Page 23 in the office of the Greenville County Register of Deeds; and shown more recently on that certain plat of survey entitled "Survey for Matthew C. Watson [and] Abby C. Watson," prepared by PLS, Inc., dated December 11, 2000 and recorded in Plat Book 43-G at Page 88 in the office of the Greenville County Register of Deeds, reference hereby being made to the more recent plat for a more complete and accurate description thereof.

ELECTRONICALLY FILED - 2019 May 08 2:20 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

Being the same property conveyed to Ivan Martinez and Paula A. Martinez, by deed of Matthew C. Watson and Abby C. Watson by dated September 11, 2007 and recorded September 13, 2007 in Deed Book 2289 at Page 1182 in the office of the Greenville County Register of Deeds.

TMS#: 0534.33-01-022.00

Property Address:
2 Landstone Ct.
Greer, SC 29650

JUDGE'S SIGNATURE PAGE TO FOLLOW

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2018 **CP-**23-03124

CLEAR SKIES RESTORATION, LLC
PLAINTIFF(S)

IVAN MARTINEZ AND PAULA A. MARTINEZ
DEFENDANT(S)

Submitted by: M. STOKELY HOLDER (SC BAR #73892)
HOLDER PADGETT LITTLEJOHN + PRICKETT LLC
PO BOX 1804, GREENVILLE SC 29602

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

DISPOSITION TYPE (CHECK ONE)

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

☒ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.

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

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

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

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

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

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk : AS REQUJIRED BY STATTUE, A FORECLOSURE SALE HAS BEEN OR WILL BE SCHEDULED WHICH WILL RESOLVE THE PLAINTIFF'S MECHANIC'S LIEN FORECLOSURE CLAIM

INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
CLEAR SKIES RESTORATION, LLC	IVAN MARTINEZ AND PAULA A. MARTINEZ	$
		$

If applicable, describe the property, including tax map information and address, referenced in the order:
TMS #0534.33-01-022.00

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

ELECTRONICALLY FILED - 2019 May 08 2:20 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

ELECTRONICALLY FILED - 2019 May 08 2:20 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

Circuit Court Judge **Judge Code** **Date**

For Clerk of Court Office Use Only

This judgment was entered on the day of , 20 and a copy mailed first class or placed in the appropriate attorney's box on this day of , 20 to attorneys of record or to parties (when appearing pro se) as follows:

M. STOKELY HOLDER
PO BOX 1804
GREENVILLE, SC 29602

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

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

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

ELECTRONICALLY FILED - 2019 May 08 2:20 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

Greenville Common Pleas

Case Caption: Clear Skies Restoration LLC vs. Ivan Martinez

Case Number: 2018CP2303124

Type: Master/Order/Foreclosure & Sale and Form 4

And It Is So Ordered!

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

2019043341
2 Pgs
DEED Book: DE 2568 Page: 0290 - 0291
June 11, 2019 12:48:53 PM Cons: $120,100.00
Rec: $10.00 Cnty Tax: $132.55 State Tax: $313.30
E-FILED IN GREENVILLE COUNTY, SC

ELECTRONICALLY FILED - 2019 Sep 16 3:01 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

MASTER'S TITLE

State of South Carolina)
COUNTY OF GREENVILLE)

TO ALL WHOM THESE PRESENT SHALL CONCERN:

I, Charles B. Simmons, Jr., as Master in Equity for Greenville County, the said State, send greetings:

WHEREAS, in an action in the Court of Common Pleas in Greenville County between **Clear Skies Restoration, LLC,**

as plaintiff(s) and

Ivan Martinez and Paula A. Martinez

as defendant(s),
by an Order dated **May 8, 2019** it was decreed that the property hereinafter described should be sold by the Master in Equity for Greenville County on the terms and for the purposes mentioned in the Order(s) granted in the case **(see Judgment Roll No. 2018-CP-23-03124) (A MORTGAGE FORECLOSURE ACTION-TRANSFERRING REALTY)**

NOW THEREFORE KNOW ALL MEN, That I, the undersigned, as Master in Equity for Greenville County, pursuant to the foregoing and in consideration of the sum of **One Hundred Twenty Thousand One Hundred No/100ths ($120,100.00) Dollars** as paid by the hereinafter named grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant and release the following property unto the grantee, **Rallis Holdings LLC and Oriole Properties LLC, their successors and assigns,**

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 22 of Ascot subdivision, as shown on that certain subdivision plat entitled "Ascot, Sheet One of Two," prepared by Wooten Surveying Co., Surveyors, dated April 14, 1999, and recorded in Plat Book 39-W at Page 23 in the Office of the Greenville County Register of Deeds; and shown more recently on that certain plat of survey entitled "Survey for Matthew C. Watson [and] Abby C. Watson," prepared by PLS, Inc., dated December 11, 2000 and recorded in Plat Book 43-G at Page 88 in the Office of the Greenville County Register of Deeds, reference hereby being made to the more recent plat for a more complete and accurate description thereof.

Being the same property conveyed to Ivan Martinez and Paula A. Martinez, by deed of Matthew C. Watson and Abby C. Watson dated September 11, 2007 and recorded September 13, 2007 in Deed Book 2289 at Page 1182 in the Office of the Greenville County Register of Deeds.

ELECTRONICALLY FILED - 2019 Sep 16 3:01 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

TMS No. 0534.33-01-022.00

Grantee's Address:	**Property Address:**
1708-C Augusta St, #303	**2 Landstone Ct.**
Greenville, SC 29605	**Greer, SC 29650**

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

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

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

IN WITNESS WHEREOF, I, the said Master-in-Equity under and by virtue of the said Order(s), have hereunto set my Hand and Seal at Greenville, South Carolina this 10th day of June, 2019.

SIGNED, SEALED AND DELIVERED)
IN THE Presence of:)
)

Ashley Wardlaw

Sue Nichols

Charles B. Simmons, Jr.
Judge

State of South Carolina)

COUNTY OF GREENVILLE)

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

Witness my hand and seal this 10th day of June, 2098

Sue Nichols

Notary Public of South Carolina
My commission expires: 5/20/2021

ELECTRONICALLY FILED - 2019 Jun 12 9:45 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	C.A. No. 18-CP-23-03124
Rallis Holdings, LLC and Oriole Properties, LLC	)	
	)	
Third Party Petitioner,	)	
	)	
IN RE:	)	
	)	
Clear Skies Restoration, LLC,	)	
	)	
Plaintiff,	)	
	)	ORDER FOR
vs.	)	WRIT OF EJECTMENT
	)	
Ivan Martinez and Paul A. Martinez,	)	
	)	
Defendants,	)	
	)	

This matter came before me regarding the above named Defendants or any occupant of the property located at 2 Landstone Court, Greer, SC 29650 to issue a Writ of Ejectment ordering and directing him to remove, peaceably or forcibly, the Defendants Ivan Martinez and Paula A. Martinez or any other occupant together with any and all persons claiming under said defendant, and all of their personal property located within or on the subject premises described herein.

It appears that the Petitioner was the successful bidder at the public sale of the subject premises on June 3, 2019 resulting in a Master's Deed filed June 11, 2019 in Deed Book 2568, page 290 of the Greenville County Register of Deeds Office. The Petitioner is entitled to possession of the subject premises.

ELECTRONICALLY FILED - 2019 Jun 12 9:45 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

NOW, THEREFORE, upon motion of Kevin P. Brady, Esquire, of the law firm of Guest & Brady, Attorneys for the Petitioner in the above entitled action,

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

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 22 of Ascot subdivision, as shown on that certain subdivision plat entitled "Ascot, Sheet One of Two," prepared by Wooten Surveying Co., Surveyors, dated April 14, 1999, and recorded in Plat Book 39-W at Page 23 in the office of the Greenville County Register of Deeds; and shown more recently on that certain plat of survey entitled "Survey for Matthew C. Watson [and] Abby C. Watson," prepared by PLS, Inc., dated December 11, 2000 and recorded in Plat Book 43-G at Page 88 in the office of the Greenville County Register of Deeds, reference hereby being made to the more recent plat for a more complete and accurate description thereof

2 Landstone Court, Greer, SC 29650
TMS# 0534.33-01-022.00

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

IT IS FURTHER ORDERED that not less than 21 days subsequent to said posting or service, the Sheriff shall be authorized to enter upon the afore described premises, by force if necessary, sand seize the said premises and to remove therefrom any and all such persons who may be occupying the same, together with all of their possessions, and to put the Petitioner in full , peaceful and quiet possession of the premises without delay, and thereafter, within ten (10) days, make due Return to the Clerk of Court for Greenville County, South Carolina, showing how this Order has been executed.

ELECTRONICALLY FILED - 2019 Jun 12 9:45 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

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

IT IS FURTHER ORDERED that should the Defendant(s) and/or occupant(s) of the property challenge Petitioner's right to possession, said Defendant(s) and/or occupants(s), upon filing a Motion to Stay Writ of Ejectment with the Clerk of Court within 10 days of their being served with this Order/Writ of Ejectment, shall be entitled to an expedited hearing, which may be scheduled by the Court by calling (864) 467-8556, but only after filing said motion with the Clerk of Court.

AND IT IS SO ORDERED.

I SO MOVE:

s/Kevin Phillip Brady
Kevin Phillip Brady, Attorney for Petitioners
Guest & Brady, LLC
900 E. North Street
Suite 210
Greenville, SC 29601
864-233-7200
864-233-3519
Dated: June 11, 2019

JUDGE'S ELECTRONIC SIGNATURE TO FOLLOW ON NEXT PAGE

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Greenville Common Pleas

Case Caption: Clear Skies Restoration LLC vs. Ivan Martinez

Case Number: 2018CP2303124

Type: Master/Order/Writ of Assistance

And It Is So Ordered!

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

ELECTRONICALLY FILED - 2019 Sep 04 2:26 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)	IN THE COURT OF COMMON PLEAS FOR THE THIRTEENTH JUDICIAL CIRCUIT
Rallis Holdings, LLC and Oriole Properties, LLC, Third-Party Petitioners, IN RE: Clear Skies Restoration, LLC, Plaintiff, vs. Ivan Martinez and Paula A. Martinez, Defendants.	)	CIVIL CASE NO. 2018-CP-23-03124 **ORDER**

This matter comes before the court pursuant to separate motions filed by the individual Defendants Ivan Martinez and Paula A. Martinez. Defendant Ivan Martinez filed a motion to stay the execution of a writ of ejectment issued by this court pursuant to Rule 62(b) of the South Carolina Rules of Civil Procedure ("SCRCP") and also motions to set aside the foreclosure judgment ordered by this court and subsequent foreclosure sale pursuant to Rule 60(b) SCRCP and for a new trial pursuant to Rule 59 SCRCP. Defendant Paula A. Martinez also filed a motion pursuant to Rule 62(b) to stay the execution of the same writ of ejectment and also motions to set aside the foreclosure judgment ordered by this court and subsequent foreclosure sale pursuant to Rule 60(b) SCRCP and for a new trial pursuant to Rule 59 SCRCP.

After an initial hearing was held on July 17, 2019, a subsequent hearing was held on August 1, 2019. Counsel for the individual Defendants Ivan Martinez and Paula A. Martinez,

ELECTRONICALLY FILED - 2019 Sep 04 2:26 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

Michael B. Dodd appeared at the hearing. Also appearing were M. Stokely Holder on behalf of the Plaintiff Clear Skies Restoration, LLC; attorney Brooks Haselden on behalf of Third Party Petitioner Rallis Holdings, LLC; and attorney Clayton M. Custer on behalf of Third Party Petitioner Oriole Properties, LLC. The Court has also held a post-hearing conference call with the above attorneys. Having considered the written motions, affidavits and other evidence presented by the parties, argument by counsel for all of the parties, and the applicable procedural, statutory, and case law, IT IS HEREBY ORDERED AS FOLLOWS:

FINDINGS OF FACTS

1. A Lis Pendens was filed on June 1, 2018 in the Office of the Greenville County Clerk of Court, naming Ivan Martinez as a party to the action. The Summons and Complaint were also filed on June 1, 2018 seeking Foreclosure of Mechanic's Lien, said Mechanic's Lien being filed on April 9, 2018, in the Office of the Register of Deeds for Greenville County in Book MI 0136 at Pages 1194, and describing the property being foreclosed. The property subject to this action is located at 2 Landstone Court, Greer, South Carolina 29650 (hereinafter "Property"). At the time this action was commenced, the Property was owned by Defendant Ivan Martinez and Defendant Paula A. Martinez, each with a one-half undivided interest in the Property.

2. An Amended Lis Pendens was filed on September 26, 2018, in the Office of the Greenville County Clerk of Court, naming as defendants Ivan Martinez and Paula A. Martinez. An Amended Mechanic's Lien was also filed on September 26, 2018, in the Office of the Register of Deeds for Greenville County in Book MI 0141 at Pages 0573-0576, and describing the property being foreclosed; and an Amended Summons and Complaint was also filed on September 26, 2018.

ELECTRONICALLY FILED - 2019 Sep 04 2:26 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

3. Defendant Ivan Martinez resides at the Property subject to this action and has resided there since approximately 2007, as reflected in the record from the Affidavits filed with the court.

4. Two copies of the Amended Mechanic's Lien, Amended Lis Pendens, and the Amended Summons and Complaint were served upon the Defendant Ivan Martinez as shown by the Affidavits of Service filed with the court.[1] Service of these documents upon Paula Martinez was made by leaving an extra copy of the aforementioned documents with her ex – husband Ivan Martinez at the Property and not by service on her personally.

5. According to divorce court records in Greenville County, Defendant Ivan Martinez initiated a *pro se* divorce proceeding in 2015, which resulted in a final Divorce Decree on January 29, 2016. According to that Divorce Decree (2015 – DR – 23 – 2124), the parties separated on January 4, 2014, and Defendant Paula A. Martinez was remarried in June of 2016 and has since that time lived with her new husband. Her primary residence after 2016 was 4001 Pelham Road, Apt. 252, Greer, South Carolina, based on her Affidavit submitted to the Court and a copy of her South Carolina Driver's License which was submitted by counsel at the hearing.

6.. Neither Ivan Martinez nor Paula A. Martinez responded to the Summons and Complaint. Both were held to be in default by this court as shown by the Order for Entry of Default dated December 31, 2018.

7. An Order of Reference to the Master in Equity was had and the case was set for a final hearing before the court. A hearing was held on February 7, 2019 at which the Plaintiff's attorney appeared. Neither Defendant Ivan Martinez nor Defendant Paula A. Martinez appeared.

[1] Third Party Petitioners requested permission to submit additional post-hearing affidavits regarding service and notice of Defendant Ivan Martinez, which request was denied by the court.

ELECTRONICALLY FILED - 2019 Sep 04 2:26 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

8. The court issued an Order for Judgment And Decree of Foreclosure on May 8, 2019. The Order provided that the Property should be sold at public auction after due advertisement to satisfy the debt owed to the Plaintiff in the amount of $12, 020.48. . The Order For Judgment And Decree of Foreclosure stated that:

> The Master-in-Equity will apply the proceeds of the sale as follows:
>
> FIRST: To the payment of the Mortgage liens;
>
> NEXT: To the payment of the amount of the costs and expenses of this action, including any Guardian ad Litem fee or fees of attorneys appointed under Order of Court;
>
> NEXT: To the payment to the Plaintiff or Plaintiff's attorney, of the amount of Plaintiff's debt and interest, or so much thereof as the purchase money will pay on the same;
>
> NEXT: Any surplus shall be held pending further Order of this Court.
>
> ***(See, Order for Judgment and Decree of Foreclosure p. 4-5)***

9. The Property was duly advertised for sale and sold at the regular monthly auction in Greenville County on June 3, 2019. Third Party Petitioner Rallis Holdings, LLC ("Rallis) entered the high bid of $120,100 and paid a 5% deposit at that time. Rallis later assigned one-half of its interest in the property to Oriole Properties, LLC ("Oriole"). Both companies thereafter complied with the bid and paid the balance to the Court, and a Master's Deed was issued to those purchasers. Said deed was thereafter filed June 11, 2019 in Deed Book 2568, at page 290 with the Greenville County Register of Deeds Office.

10. On June 12, 2019 an Order for Writ of Ejectment of defendants Ivan Martinez and Paula Martinez "or any other occupant" of the Property was entered by the court.

ELECTRONICALLY FILED - 2019 Sep 04 2:26 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

11. On July 2, 2019 Defendant Ivan Martinez was served with the order for writ of ejectment.

12. Defendant Paula Martinez received actual knowledge of the foreclosure proceedings and sale of the Property in the middle of June 2019 through a conversation with her ex-husband. Neither Defendant Ivan Martinez nor Defendant Paula A. Martinez received written notice of the Order For Judgment And Decree of Foreclosure in this case.

13. That subsequent to the hearing held August 1, 2019, Plaintiff filed a Rule 60, SCRCP, Motion to Correct on August 21, 2019 seeking that the Order filed May 8, 2019 be amended to delete the requirement that any sales proceeds be paid to the mortgage holders prior to disbursement of any funds to Plaintiff. The Motion sought that the language reflect that the property should be sold subject to said first and second mortgages. Counsel for the 3rd party purchasers objected to said Motion maintaining that it was improper to seek a change in the terms after the actual sale of the real property. In light of this objection, Plaintiff advised the court it was asking that the entire sale be set aside.

LEGAL ANALYSIS/DISCUSSION

Rule 62(b) SCRCP provides that, "In its discretion…the court may stay the execution of or any proceedings to enforce a judgment pending the disposition of a motion for a new trial … made pursuant to Rule 59, or a motion for relief from a judgment or order made pursuant to Rule 60…" Both Defendant Paula Martinez and Defendant Ivan Martinez made motions under Rule 59 SCRCP and Rule 60 SCRCP. The court in its discretion finds that the facts support a ruling in favor of granting the motion to stay the order for writ of ejectment pending the outcome of these proceedings.

Rule 59 SCRCP states in part that, "A new trial may be granted to all or any of the parties

ELECTRONICALLY FILED - 2019 Sep 04 2:26 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

and on all or part of the issues…in an action tried without a jury, for any of the reasons for which rehearings have heretofore been granted in the courts of the State." Rule 59(b) provides that "In non-jury actions the motion shall be made not later than 10 days after the receipt of written notice of the entry of judgment…" According to the record, neither defendant in this case received written notice of the order for judgment. The "decision to grant a new trial is left to the sound discretion of the trial court…" *McAlhaney v. McElveen,* 413 S.C. 299, 303, 775 S.E.2d 411, 413 (Ct. App.2015). In the instant case both Defendant Ivan Martinez and Defendant Paula A. Martinez have timely filed motions under Rule 59. .

Rule 60(b) SCRCP provides that, "On motion and upon such terms as are just, the court may relieve a party or his legal representative from a final judgment, order, or proceeding…The motion shall be made within a reasonable time…and not more than one year after the judgment order or proceeding was entered or taken." The court finds that both Defendant Ivan Martinez and Defendant Paula A. Martinez have made timely motions under the rule. "Whether to grant or deny a motion under Rule 60(b) lies within the sound discretion of the judge. *Tobias v. Rice,* 379 S.C. 357, 665 S.E.2d 216, 219 (Ct. App. 2008).

A. DISCUSSION AS TO DEFENDANT IVAN MARTINEZ

In his motions under Rule 59 SCRCP and Rule 60(b) SCRCP, Defendant Ivan Martinez asserts that he was not properly served with any papers, pleadings, or other court filings during the course of this action. He claims that because he was not properly served he was not afforded proper due process and that as a result he should be granted a new trial pursuant to Rule 59 SCRCP and that the judgment of foreclosure should and the subsequent foreclosure sale should be set aside and vacated. He further argues that the judgment in this case should be declared void under Rule 60(b)(4). Defendant Ivan Martinez was held in default by the court during the

ELECTRONICALLY FILED - 2019 Sep 04 2:26 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

proceedings and an Order for Entry of Default signed and filed by the court on December 31, 2018.

Affidavits filed and on record with the court in this case document that Defendant Ivan Martinez was personally served with the original Summons and Complaint (along with Exhibits) at the Property on July 1, 2018. An Affidavit of Service on file with the court also shows that Defendant Ivan Martinez was later served on October 22, 2019, and again at the Property, with a copy of the Amended Mechanic's Lien, Amended Lis Pendens, and Amended Summons and Complaint. The court record also reflects that he was given adequate notice of hearings and proceedings because plaintiff's counsel served copies of those documents on him at the Property as evidenced by Certificates of Service in the court file. While the court finds that Defendant Ivan Martinez made proper and timely motions under Rules 59 and 60 SCRCP, the court in its discretion, finds that the record supports proper service was made as to Defendant Ivan Martinez, that he had an opportunity to defend the claims made against him, and that proper notice related to the sale of the Property was given. The court hereby DENIES Defendant Ivan Martinez's motion for a new trial and for relief pursuant to Rules 59 and 60 SCRCP.

B. DISCUSSION AS TO DEFENDANT PAUL A. MARTINEZ

Defendant Paula Martinez in her motions under Rule 59 SCRCP and Rule 60(b) SCRCP requests that the court grant her a new trial and also set aside and vacate the Order For Judgment and Decree of Foreclosure in this case. The record clearly indicates that the Plaintiff attempted to serve Paula Martinez by having a process server leave the Amended Mechanic's Lien, Amended Lis Pendens, and Amended Summons and Complaint with Defendant Ivan Martinez at the Property subject to this action. The Court finds that Paula and Ivan Martinez are were not married at that time and that Defendant Paula A. Martinez has not lived at the Property since at

ELECTRONICALLY FILED - 2019 Sep 04 2:26 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

least 2014. Further, the Court finds that Defendant Paula A. Martinez is now remarried.

Defendant Paula A. Martinez appeals to the recognized "historical power of a court of equity to modify its decree in light of subsequent conditions." *Mr. G v. Mrs. G*, 320 S.C. 305,311,465 S.E.2d 101, 107 (Ct. App. 1995). Rule 60(b)(4), SCRCP provides: "On motion and upon such terms as are just, the court may relieve a party ... from final judgment, order or proceeding [because] ... the judgment is void." A judgment is void if a court acts without personal jurisdiction. A court generally obtains personal jurisdiction by the service of a summons. *BB&T v. Taylor*, 369 S.C. 548, 554-55, 633 S.E.2d 501, 504-05 (2006). Defendant Paula A. Martinez argues that personal jurisdiction was never had as to her in this case because she was never served with any papers related to the case prior to the judgment and sale.

Rule 4(d)(1) SCRCP states that, "personal service may be made upon an individual by delivering a copy of the summons and complaint to him personally or by leaving copies thereof at his dwelling house or usual place of abode with some person of suitable age and discretion then residing therein…" Upon review of the evidence, Defendant Paula A. Martinez did not live at the Property subject to this action. South Carolina courts have recognized that "one's dwelling place or abode is determined by the particularized facts of each case… [and that] a temporary residence is not a person's dwelling place or usual place of abode if a more permanent residence is shown to exist." *Fassett v. Evans,* 364 S.C. 42, 47-48, 610 S.E.2d 841, 844 (Ct. App. 2005). Defendant Paula A. Martinez did not use the Property as a temporary place of residence as she has not had any direct communication or contact with Defendant Ivan Martinez since 2016. . She established a permanent residence elsewhere by no later than 2016. . Therefore, the court finds that Defendant Paula A. Martinez was not served and the court therefore lacked personal jurisdiction over Defendant Paula A. Martinez. The court finds that the judgment and sale as to

ELECTRONICALLY FILED - 2019 Sep 04 2:26 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

Defendant Paula A. Martinez and her one – half interest in the Property are void for lack of personal jurisdiction.

C. VACATING FORECLOSURE SALE

The Third Party Petitioners Rallis Holdings, LLC and Oriole Properties, LLC ("Third Party Petitioners") argue that service was in fact proper on Defendant Paula Martinez, and that even if it was not proper, their status as bona fide purchasers prevails over any subsequent determination as to improper service on Defendant Paula A. Martinez. South Carolina Code Section 15-39-870 provides as follows: "Upon the execution and delivery by the proper officer of the court of a deed for any property sold at judicial sale under a decree of a court of competent jurisdiction the proceedings under which such sale is made shall be deemed res judicata as to any and all bona fide purchasers for values without notice, notwithstanding such sale may not subsequently be confirmed by the court." The Defendant Paula A. Martinez argues that the statute is not satisfied because the court in this case was not a "court of competent jurisdiction" in that personal jurisdiction over Defendant Paula A. Martinez was never established and therefore any judgment against her should be declared void.

The Supreme Court of South Carolina articulated that South Carolina Code Section 15-39-870 "…exists because sound public policy requires that the validity of judicial sales be upheld, if in reason and justice it can be done." *Belle Hall Plantation Homeowner's Association, Inc. v. John A. Murray*, 419 S.C. 605, 799 S.E.2d 310 (Ct. App.2017) quoting *Cumbie v. Newberry*, 251 S.C. 33, 37, 159 S.E.2d 915, 917 (1968). The question in this case is, in reason and justice can this sale be upheld?

To qualify as a bona fide purchaser, a party must show "(1) actual payment of the purchase price of the property, (2) acquisition of legal title to the property, or the best right to it,

ELECTRONICALLY FILED - 2019 Sep 04 2:26 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

and (3) a bona fide purchase, 'i.e., in good faith and with integrity of dealing, without notice of a lien or defect.'" *Robinson v. Estate of Harris*, 378 S.C. 140, 146, 662 S.E.2d 420, 423 (Ct. App. 2008) (quoting *Spence v. Spence*, 368 S.C. 106, 117, 628 S.E.2d 869, 874–75 (2006)). The Third Party Petitioners argue they are bona fide purchasers for value ("BFP").[2] The record indicates the Third Party Petitioners paid $120,100.00 in exchange for the property and were also issued a deed that has been recorded. The third element requires a BFP to have made a bona fide purchase. "The bona fide purchaser must show all three conditions – actual payment, acquiring of legal title, and bona fide purchase…" *Spence v. Spence*, 368 S.C. 106, 117, 628 S.E.2d 869, 874-75 (2006).

As stated above, the court finds that Defendant Paula A. Martinez was never served with any papers or pleadings related to this civil action; therefore, personal jurisdiction was never established as to her because she had no notice of an action against her. "Generally, a person against whom a judgment or order is taken without notice may rightly ignore it and may assume that no court will enforce it against [her] person or property." *Belle Hall Plantation Homeowner's Ass'n, Inc. v. Murray*, 419 S.C. 605, 617-18, 799 S.E.2d 310, 316 (Ct. App. 2017).

In this case, the court that held the sale and issued the judgment and new deed was not a "court of competent jurisdiction" because personal jurisdiction never attached as to Defendant Paula A. Martinez. Accordingly, even if the Third Party Petitioners did not have notice of the defect in the foreclosure judgment, as they argue, their status as a BFP is outweighed by the fundamental right that every defendant enjoys to due process. . The court finds fundamental right to due process must be upheld with regard to service of process.

The Supreme Court of the United States has since 1877 recognized that the reason

[2] Third Party Petitioners engaged a well-known and reputable Greenville real estate law firm to perform a title search of the Property prior to obtaining the deed to the Property.

ELECTRONICALLY FILED - 2019 Sep 04 2:26 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

behind requiring proper service of process is so that the defendant in a lawsuit be given notice that he is answerable to the plaintiff. In order for justice to be had, personal jurisdiction must be established and this cannot be done without proper service being made on a defendant. The court has held that personal judgments are void without personal service. See, *Pennoyer v. Neff*, 95 U. S. 714. "The determination of whether to set aside a foreclosure sale is a matter within the discretion of the trial court." *Bloody Point Property Owner's Ass'n, v. Ashton*, 410 S.C. 62, 762 S.E.2d 729 (Ct. App. 2014). The court finds that because personal jurisdiction was never established over Defendant Paula A. Martinez, the court was not one of competent jurisdiction as contemplated under the statute and therefore any judgment issued or sale conducted was void as to her for lack of due process.

In light of the above, the Court finds and concludes that the sale shall be set aside as to Paula Martinez based upon the uncontroverted lack of her being aware of the legal proceedings against her.

As to Ivan Martinez, the Court declines to set the default aside based upon the above recitation of facts and conclusions of law. Notwithstanding this, and in light of Plaintiff's Motion to Correct and the post-August 1, 2019 request that the Sale be set aside, the Court sets aside the foreclosure sale based upon the unusually convoluted facts and in an effort to place all parties in the position of fully and fairly litigating all issues, including the amounts actually owed Plaintiff, if any, and the terms of any necessary judicial sale. Ivan Martinez shall remain in default and shall be allowed to litigate only the amount of damages. Paula Martinez shall be allowed to litigate liability and damage amounts. Plaintiff shall, within 45 days, pay back to the Court all sales proceeds previously paid to it. Further, all sales proceeds shall be paid to the 3rd party purchasers upon receipt of said funds, as well as the surplus funds, being paid to the Court. And,

the foreclosure deed filed June 11, 2019 in the Greenville ROD Office in deed book 2568 at page 290 is declared void and shall be so noted by the Greenville ROD.

The issues to be litigated shall move to trial as soon as possible.

CONCLUSIONS

Based upon review of the written motions, affidavits and other evidence presented by the parties, argument by counsel for all of the parties, and the applicable procedural, statutory, and case law and the legal analysis and discussion above, the court hereby orders the following:

1. The motion to stay the Order for Writ of Ejectment by the Defendants Ivan Martinez and Paula A. Martinez is hereby GRANTED ;

2. The motion for new trial and for relief pursuant to Rules 59 and 60(b) made by Defendant Ivan Martinez, as to his one-half interest in the Property, is hereby DENIED; and,

3. The motion pursuant to Rule 59 for a new trial and the motion under Rule 60(b) to set aside and vacate the foreclosure judgment ordered by this court and subsequent foreclosure sale by the Defendant Paula A. Martinez, as to her one-half interest in the Property, is hereby GRANTED.

4. The foreclosure deed filed in the Greenville ROD Office in deed book 2568 at page 290 is declared void, with the same to be noted by the ROD.

AND IT IS SO ORDERED.

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August _____, 2019
Greenville, South Carolina

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Greenville Common Pleas

Case Caption: Clear Skies Restoration LLC vs. Ivan Martinez

Case Number: 2018CP2303124

Type: Master/Order/Other

And It Is So Ordered!

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

ELECTRONICALLY FILED - 2019 Sep 19 3:39 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE Clear Skies Restoration, LLC Petitioner, vs. Ivan Martinez, Paula A. Martinez, Respondent.	IN THE CIRCUIT COURT THIRTEENTH JUDICIAL CIRCUIT **Order** Case No. 2018-CP-23-03124

A review of the record will readily establish that this has become a quagmire of competing interests, positions and arguments arising out of this mechanic's lien action. Based upon the Court's familiarity with the record, the Court resolves the latest motions without the necessity of a hearing.

On September 14, 2019, the Court set aside the foreclosure sale for reasons more fully set forth in that Order. In the Court's opinion it was simply, under the unique facts of this case, the right and proper thing to do based upon the record presented to the Court at that time of the hearing. The Court has declined to allow submission of post-hearing materials and/or affidavits.

On September 16, 2019, the previously identified third party purchasers, Rallis Holdings, LLC and Oriole Properties, LLC, filed a Motion to Intervene. Also, the third party purchasers that same day filed their Motion to Reconsider the Order filed September 14, 2019. Neither of the original parties to the lawsuit (Clear Skies and the Martinezs') filed a similar motion. Rather, and also on September 14, 2019, the original parties filed a Stipulation of Dismissal with prejudice dismissing all issues between them.

As relates to the third party purchasers Motion to Intervene, the Court grants the same finding that that have an interest in pursuing their claims and that they have actively participated, without objection, in the post-sale proceedings.

As relates to the third party's Motion to Reconsider, which was filed when technically they were not parties of record, the Court allows the same and denies the Motion for the same reasons as set forth in the September 14, 2019. Nothing in the record has ever established that Paula Martinez, who had been living separate from Ivan Martinez and away from the marital residence since January of 2014 and was shown in the Family Court pleadings as having an address other than the location of the former marital residence, was served with any pleadings or aware of the lawsuit pending against her until after the sale of the real property of which she had a one-half ownership interest.

AND IT IS SO ORDERED.

JUDGE'S ELECTRONIC SIGNATURE TO FOLLOW ON NEXT PAGE

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Greenville Common Pleas

Case Caption: Clear Skies Restoration LLC , plaintiff, et al vs. Ivan Martinez , defendant, et al

Case Number: 2018CP2303124

Type: Master/Order/Other

And It Is So Ordered!

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

ELECTRONICALLY FILED - 2018 Jun 01 10:32 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
COUNTY OF GREENVILLE	)	CASE NO.: 2018-CP-23-_____
	)	
Clear Skies Restoration, LLC,	)	
	)	
Plaintiff,	)	**SUMMONS**
	)	
vs.	)	
	)	
Ivan Martinez,	)	
	)	
Defendant.	)	
	)	

TO THE DEFENDANT ABOVE NAMED:

YOU ARE HEREBY summoned and required to answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your answer to the said Complaint on the subscribers at their offices, P.O. Box 1804, Greenville, South Carolina, 29602, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court and judgment by default will be rendered against you for the relief demanded in the Complaint.

Respectfully submitted,

HOLDER, PADGETT, LITTLEJOHN + PRICKETT, LLC

s/ M. Stokely Holder
M. Stokely Holder (SC Bar # 73892)
F. Lee Prickett, III (SC Bar # 76178)
Anna L. Bullington (SC Bar # 102503)
110 West North Street, Suite 100
Greenville, SC 29601
Ph. 864.335.8808
Attorneys for Plaintiff

June 1, 2018
Greenville, SC

ELECTRONICALLY FILED - 2018 Jun 01 10:32 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Clear Skies Restoration, LLC,	)	C.A. No. 2018-CP-23-_____
	)	
Plaintiff,	)	
	)	
vs.	)	**FORECLOSURE COMPLAINT**
	)	
Ivan Martinez,	)	
	)	
Defendant.	)	
	)	

COMES NOW, the Plaintiff, Clear Skies Restoration, LLC, ("Clear Skies"), complaining of the Defendant, Ivan Martinez ("Martinez"), and would show the Court as follows:

1. Clear Skies is a limited liability corporation duly licensed, organized and existing under the laws of the State of South Carolina and, at all times mentioned herein, was transacting business in Greenville County, South Carolina.

2. Upon information and belief, Martinez is a citizen and resident of Greenville County, South Carolina. Martinez is the owner of the real property located at 2 Landstone Court in Greenville County, South Carolina, which is the subject of this action.

3. On or about April 10, 2017, Clear Skies and Martinez entered into an agreement ("Contract") whereby Clear Skies would supply labor and materials for a roofing job at Defendant's property. A true and correct copy of the Contract is attached hereto as "**Exhibit A**" and is incorporated herein by reference.

4. Clear Skies has performed all requirements of the Contract and has completed all of its obligations pursuant to the Contract.

ELECTRONICALLY FILED - 2018 Jun 01 10:32 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

5. Defendant has no defenses to the payment obligations owed to Clear Skies.

6. Pursuant to South Carolina Code Ann. § 27-1-15, Clear Skies sent a demand letter dated March 23, 2018 via regular and certified mail to Defendant. A true and correct copy of the letter is attached hereto as "**Exhibit B**" and is incorporated herein by reference.

7. On or about April 9, 2018, Clear Skies filed its Notice and Certificate of Mechanic's Lien along with a verified Statement of Account totaling Seven Thousand, One Hundred Eighty-Four and 34/100 Dollars ($7,184.34). A true and correct copy of the Notice and Certificate of Mechanic's Lien, Statement of Account, and Supplemental Notice and Certificate of Mechanic's Lien is attached hereto as "**Exhibit C**" and is incorporated herein by reference.

8. To date, the Defendant has refused to pay the account balance of Seven Thousand, One Hundred Eighty-Four and 34/100 Dollars ($7,184.34).

9. Jurisdiction and venue are proper in this Court.

FOR A FIRST CAUSE OF ACTION
(Foreclosure of Mechanic's Lien)

10. Plaintiff realleges the foregoing paragraphs consistent with this cause of action as if fully restated verbatim herein.

11. Pursuant to the terms of its Contract with Defendant, Plaintiff furnished labor and materials for improvements to real estate described more fully in the property description of the Notice and Certificate of Mechanic's Lien and Statement of Account. *See* **Exhibit C**.

ELECTRONICALLY FILED - 2018 Jun 01 10:32 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

12. The real property described in "**Exhibit C**," which bears the physical address of 2 Landstone Court, Greer, South Carolina, and is the subject of this cause of action, is situated and located in Greenville County, South Carolina.

13. On April 9, 2018, Plaintiff filed its Notice and Certificate of Mechanic's Lien and verified Statement of Account in the Register of Deeds Office for Greenville County at Book MI 0136 at Page 1194-1198.

14. At the time Defendant entered into its Contract with Plaintiff to furnish labor and materials for improvements to the real property described in "**Exhibit C**," Defendant was the record owner of the subject real property.

15. The Defendant has failed and neglected to pay Plaintiff the amount due under the Contract in the sum of Seven Thousand, One Hundred Eighty-Four and 34/100 Dollars ($7,184.34).

16. By virtue of its duly perfected Mechanic's Lien and properly filed Lis Pendens, attached hereto and incorporated herein by reference as "**Exhibit D**," Plaintiff is entitled to foreclose on the subject property described in "**Exhibit C**," have said property sold, and have its Lien, along with interest and attorneys' fees, satisfied from the proceeds thereof.

FOR A SECOND CAUSE OF ACTION
(Breach of Contract)

17. Plaintiff realleges the foregoing paragraphs consistent with this cause of action as if fully restated verbatim herein.

18. The written agreement that Plaintiff and Defendant entered into constitutes a valid contract, and Plaintiff has fully performed its obligations under that Contract.

ELECTRONICALLY FILED - 2018 Jun 01 10:32 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

19. The Defendant has wrongfully failed and refused to pay Plaintiff for the labor and materials furnished in the amount of Seven Thousand, One Hundred Eighty-Four and 34/100 Dollars ($7,184.34).

20. Plaintiff provided labor and materials pursuant to its Contract with Defendant. The Defendant has no defenses to its payment obligations under this Contract with Plaintiff.

21. Defendant's failure to pay Plaintiff constitutes a breach of the Contract between the parties. As a result of Defendant's breach, Plaintiff has been damaged in excess of Seven Thousand, One Hundred Eighty-Four and 34/100 Dollars ($7,184.34), for which it hereby sues together with attorneys' fees, costs, and interest.

FOR A THRID CAUSE OF ACTION
(Quantum Meruit)

22. Plaintiff alleges its Third Cause of Action as an alternative claim to its Second Cause of Action and realleges the foregoing paragraphs consistent with this cause of action as if fully restated verbatim herein.

23. Plaintiff furnished labor and materials for the benefit of Defendant, which labor and materials were accepted, used, and enjoyed by Defendant. At the time the labor and materials were provided to Defendant, it was understood that Plaintiff was to be paid for the labor and materials; further, Defendant specifically requested the labor and materials. The acceptance of the labor and materials by Defendant created an implied agreement between Plaintiff and Defendant.

24. The labor and materials were furnished under such circumstances that made it clear that Plaintiff expected to be paid for those labor and materials. Defendant will be unjustly enriched if Plaintiff is not paid for the labor and materials supplied.

ELECTRONICALLY FILED - 2018 Jun 01 10:32 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

25. The reasonable market value of the materials furnished is at least Seven Thousand, One Hundred Eighty-Four and 34/100 Dollars ($7,184.34), for which Plaintiff hereby sues in quantum meruit or other equitable theory for the reasonable value of the labor and materials supplied.

FOR A FOURTH CAUSE OF ACTION
(S.C. Code Ann. § 27-1-15)

26. Plaintiff realleges the foregoing paragraphs consistent with this cause of action as if fully restated verbatim herein.

27. Pursuant to South Carolina Code Ann. § 27-1-15, Plaintiff delivered a demand letter dated March 23, 2018 to Defendant. *See* **Exhibit B**.

28. The demand letter required Defendant to perform a reasonable investigation within forty-five (45) days and pay all undisputed amounts to Plaintiff.

29. The demand letter also required Defendant to pay any undisputed amounts due Plaintiff within forty-five (45) days of the date of the letter.

30. Defendant has not disputed any amounts claimed owed, nor has Defendant paid any amount within the statutorily prescribed forty-five (45) day period.

31. To date, Defendant has refused to pay the Contract balance in the amount of Seven Thousand, One Hundred Eighty-Four and 34/100 Dollars ($7,184.34).

32. As Defendant has failed and has refused to make said reasonable investigation or pay Plaintiff, pursuant to South Carolina Code Ann. § 27-1-15, Defendant is liable to Plaintiff for attorneys' fees and interest from the date of the demand letter.

WHEREFORE, the Plaintiff, Clear Skies Restoration, LLC, prays for the following relief:

ELECTRONICALLY FILED - 2018 Jun 01 10:32 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

(a) Judgment against Defendant for the First Cause of Action and foreclosure of the subject property located at 2 Landstone Court, with the proceeds of the sale being used to satisfy the Mechanic's Lien, plus attorney's fees, interest, and costs;

(b) Judgment against Defendant for the Second Cause of Action in the principal amount of at least Seven Thousand, One Hundred Eighty-Four and 34/100 Dollars ($7,184.34), together with interest at the legal rate;

(c) Judgment against Defendant for the Third Cause of Action in the principal amount of at least Seven Thousand, One Hundred Eighty-Four and 34/100 Dollars ($7,184.34), together with interest at the legal rate;

(d) Judgment against Defendant for the Fourth Cause of Action pursuant to South Carolina Code Ann. § 27-1-15, attorney's fees, and interest from the date of the demand letter;

(e) Attorney's fees;

(f) Costs of this action; and

(g) Such other and further relief as this Court deems just and proper.

Respectfully submitted this 1st day of June, 2018.

s/M. Stokely Holder
M. Stokely Holder (SC Bar #73892)
Anna L. Bullington (SC Bar # 102503)
Holder, Padgett, Littlejohn + Prickett, LLC
P.O. Box 1804
Greenville, SC 29602
(864) 335-8808
sholder@hplplaw.com
abullington@hplplaw.com
Attorneys for Clear Skies Restoration, LLC

Greenville, South Carolina

CUSTOMER AGREEMENT

COMMERCIAL • RESIDENTIAL

220 North Main Street
Suite 500
Greenville, SC 29601

Local: (864) 551-4858
Toll Free: (800) 419-4420
info@csrlocal.com

3/21/17

SALES ASSOCIATE Brett

CLEAR SKIES RESTORATION
Roofing • Siding • Gutters
Local. Licensed. Bonded. Insured.

CUSTOMER AGREEMENT IS SUBJECT TO INSURANCE COMPANY APPROVAL

Full Name Martinez (Last) Irma (First) (M.I.)
Address 2 Landstone Ct.
Greer, SC 29650

Home Phone
Cell Phone 864-201-8510
E-Mail

Ins. Co. AST 866-274-5677 Cateasicorp.org
Claim No. 446252
Mortgage Co.

INSURANCE AGREED PAYMENT AMOUNT $
Additional Upgrade Expense $ Initial

ROOF SPECIFICATIONS

Shingle Color Pewter Initial CM
Shingle Style Arch
Shingle Grade Certainteed
Ridge Material Ridgevent
Valley Ice & Water
Vents
Plumbing Stacks 5
Tear Off [x] Yes [ ] No No. of Layers
Felt 30 LB
Pitch 2 Story
Number of Decking Sheets 2
Decking Additional Cost $50 Initial

[x] Remove Trash From Roof, Gutters & Yard
[x] Protect Landscaping Where Applicable
[x] Roll Yard With Magnetics Roller
[x] Furnish Permit
[x] Quality Control Inspection

#3001 1/19/18
#1500

SPECIAL ATTENTION AREAS

Cover Pool	[ ] Yes	[x] No
Existing Gutter Damage	[x] Yes	[ ] No
Existing Driveway Damage	[ ] Yes	[x] No
Ice/Water Shield	[x] Yes	[ ] No
Emergency Repair	[ ] Yes	[x] No

Skylights No
Leaks NO
Interior Damage

RECOMMENDATIONS - NOTES - UPGRADE DETAILS

INSURANCE PAYMENT SCHEDULE

1ST INS. CK	CK#: 3001	Date 5/11/17	$ 4862
PROG PYMT	CK#: 3002	Date 6/7/17	$ 4000
DEPRECIATION	CK#: 3003	Date 6/7/17	$ 3000

CUSTOMER UNDERSTANDS OUR PERCENTAGE OF COMPLETION BILLING POLICY SEE LINE 22 ON BACK
COMPANY'S LIMITED 5 YEAR WARRANTY- SEE LINE ITEM 21 ON BACK

GENERAL CONTRACTOR: Property Owner acknowledges Clear Skies Restoration as general contractor and as such will be entitled to 10% overhead and 10% profit, as allowed by insurance industry standards

INSURANCE/MORTGAGE COMPANY NOTE: I hereby authorize the insurance company and/or the mortgage company below to make any checks payable jointly.

TERMS: By signing this agreement the homeowner authorizes Clear Skies Restoration to pursue the Property Owner's best interest for a project replacement or repair at a "price agreeable" to the insurance company and Clear Skies Restoration with no additional costs to the Property Owner except the deductible. When "price agreeable" is determined it shall become the final contract price and Property Owner authorizes Clear Skies Restoration to obtain labor and material in accordance with the "price agreeable" and the specifications set out herein and on the reverse side hereto to accomplish the replacement or repair. Any and all monies received from the insurance company as general contractor overhead and profit and/or cost increase supplements will be paid to Clear Skies Restoration.

Accepted by Property Owner I. Martinez Date 4/10/17
The property owner agree to all of the provisions above. Signature ensures agreement to all terms including line 12

Accepted by Property Owner Date
The property owner agree to all of the provisions above.

Clear Skies Restoration Rep Date 4/10/17

EXHIBIT A

ELECTRONICALLY FILED - 2018 Jun 01 10:32 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

CUSTOMER AGREEMENT

COMMERCIAL & RESIDENTIAL

220 North Main Street
Suite 500
Greenville, SC 29601

Local: (864)551-4858
Toll Free: (800)419-4420
info@csrlocal.com

Roofing • Siding • Gutters

*Licensed *Bonded *Insured

*SALES ASSOCIATE:*_____

CUSTOMER AGREEMENT

This contract and any agreement made pursuant thereto is between Clear Skies Restoration, hereinafter referred to as the "Co." or "Company." And the customer(s) named herein on the Agreement page 1 will be subject to all appropriate laws, regulations, and ordinances in the state of record.

1. All contracts are subject to approval of our credit department and office without exception. The person executing this contract must obtain the approval of the officer of the Co. for this contract to be effective under any conditions in the state of record.

2. SHOULD DEFAULT BE MADE IN PAYMENT OF THIS CONTRACT, CHARGES SHALL BE ADDED FROM THE DATE THEREOF AT A RATE OF ONE AND ONE HALF (1/2) PERCENT PER MONTH (18% PERANNUM) WITH MINIMUM CHARGE OF $20.00 PER MONTH, AND IF PLACED IN THE HAND OF AN ATTORNEY FOR COLLECTION, ALL ATTORNEY'S FEES AND LEGAL FILING FEES SHALL BE PAID BY CUSTOMER ACCEPTING SAID CONTRACT.

3. The company shall have no responsibility for damages from rain, fire, tornado, windstorm, or other perils, as is normally contemplated to be covered by HOME OWNERS INSURANCE or BUSINESS RISK INSURANCE, or unless a specified written agreement be made therefore prior to commencement of the work.

4. The quotation of the face hereof does not include expenses or charges for bond insurance premiums or costs beyond normal insurance coverage, and any such additional expenses, premiums, or costs shall be added to the amount of the contract. (For example Performance Bonds or Maintenance Bonds)

5. Replacement of deteriorated decking, fascia boards, roof jacks, ventilators, flashing or other materials unless otherwise STATED IN THIS CONTRACT, are NOT INCLUDED and will be charged as an extra on a time and material basis.

6. After 90 days, Co. reserves the right to revise our price in accordance with costs in effect at the time. (For example increases in material cost)

7. The company shall not be liable for failure of performances due to labor controversies, strikes, fires, weather, inability to obtain materials from usual sources, or any other circumstances beyond the control of the Company, whether of a similar or dissimilar nature.

8. The Company is not responsible for any damage on or below the roof due to leaks be excessive wind driven rain, ice, or hail during the period of warranty. EXCESSIVE WIND is 65 M.P.H. THE WARRANTY IS NON TRANSFERABLE.

9. If material has to be reordered or restocked because of cancellation by the customer there will be a RESTOCKING FEE equal to fifteen percent (15%) of the contract price.

10. This contract or warranty shall not be assigned except by or with the written permission of the Company.

11. The Company is not responsible for any mold or interior damage resulting from mold.

12. IF THIS CONTRACT IS CANCELLED BY THE CUSTOMER LATER THAN 3 DAYS from the execution, customer shall pay to the Company twenty percent (20%) of the insurance proceeds or $2000.00 whichever is greater, as liquidated damages, not as a penalty, and the Company agrees to accept such as a reasonable and just compensation for cancellation. For the cancellation to be effective, notice must be sent via certified mail to Clear Skies Restoration. Client understands this 20% is for our inspection services, estimating, travel time, and working with adjuster to win the claim.

13. THIS CONTRACT CANNOT BE CANCELLED ONCE WORK IS COMMENCED EXCEPT BY MUTUAL WRITTEN AGREEMENT OF THE PARTIES.

14. If any provision of this contract should be held to be invalid or unenforceable the validity and enforceability of the remaining provisions of this contract shall not be affected thereby.

15. ANY REPRESENTATIONS, STATEMENTS, OR OTHER COMMUNICATIONS NOT WRITTEN ON THIS CONTRACT ARE AGREED TO BE IMMATERIAL, This is the parties' entire agreement on this matter, superseding all previous negotiations or agreements.

16. The maximum liability for the Co. shall be the original cost of labor and materials for the repair which customer agrees shall be a liquidated sum, under any event of default of Co. herein.

17. During the duration of the work the customer's homeowner's insurance will be responsible for any interior damage as long as the Company has taken appropriate action to protect the roof during the repair of the roof.

18. If there are any solar panels on the roof, Co. will not be responsible for any damage during the repair, so homeowner agrees to have solar panel company take the appropriate action to protect it if necessary.

19. The Company is not responsible for construction problems of your home. If pointed out and notified to our Co., we will try and assist you on correcting them on time and material basis.

20. The Company is not responsible for any damage on or below the roof due to leaks from sky lights unless we the Company completed the skylight replacement.

21. Warranty is for 5 years on roof replacement, 2 years on siding replacement, 1 year on gutter repairs. There is no warranty on temporary roof repairs. Extended service warranties are available for an additional charge.

22. Payments are to be made: Half down payment or first insurance check, whichever is greater. Company reserves the right to bill proportionately based on percentage of work complete. Further, customer agrees to endorse and turn over to the Company any check received from an insurance company or third party within seven (7) days receipt thereof will be considered default.

23. Any hidden conditions or building code related issues which result in additional labor and/or material costs will require a signed change order to proceed. Customer understands the Company may issue a stop work order if change order is not accepted. (for example rotten decking, fascia, gas vents, HVAC lines or coils, etc.) Company is not responsible for damages.

24. Customer understands that existing framing issues such as uneven rafters and bowed sheeting are not the responsibility of Clear Skies Restoration to fix and will only be repaired is needed and on a time and material basis.

25. Customer understands all insurance proceeds are to be paid to Clear Skies Restoration for insurance approved repairs unless noted in writing on customer agreement or a change order contract.

26. ADDITIONALLY, COMPANY MAY ENFORCE ITS RIGHT TO PAYMENT BY OTHER MEANS INCLUDING, BUT NOT LIMITED TO, FILING OF A LIEN AGAINST THE PROPERTY OF THE CUSTOMER INVOLVED IN THIS CONTRACT, REPORTING TO APPROPRIATE CREDIT REPORTING AGENCIES, AND ANY OTHER LEGAL REMEDIES AVAILABLE AT LAW.

27. Customer understands that Clear Skies Restoration subcontracts all dumpster work. Any flat tires due to nails left under the dumpster, driveway or garage damage is the responsibility of the contracted dumpster company.

28. CUSTOMER AGREES TO PAY IN FULL AT THE TIME OF COMPLETION OF EACH CONTRACT.

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HOLDER
PADGETT
LITTLEJOHN+
PRICKETT LLC
ATTORNEYS AT LAW

M. Stokely Holder

Greenville Office
direct: 864.335.8818
fax: 864.248.4090
sholder@hplplaw.com

ELECTRONICALLY FILED - 2018 Jun 01 10:32 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

March 23, 2018

Via U.S. Mail and Certified Mail, Return Receipt Requested
Ivan Martinez
2 Landstone Court
Greer, SC 29650

RE: ***S.C. Code Ann. § 27-1-15 Demand for Undisputed Amounts Owed***

Mr. Martinez:

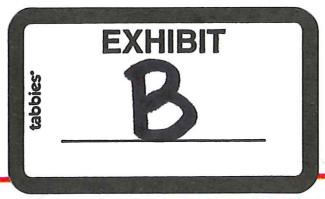
This firm represents Clear Skies Restoration, LLC. As you are aware, my client provided labor and materials for the roofing job at your home, and you have continued to withhold payment for the same. Due to your delinquency, my client has been forced to file a Mechanic's Lien against your property for the total outstanding debt owed, $7,184.34 (see attached).

In accordance with the provisions of *South Carolina Code Ann.* § 27-1-15, demand is made for the immediate payment of the Seven Thousand One Hundred Eighty-Four and 34/100ths Dollars ($7,184.34) that you owe Clear Skies in accordance with your agreement.

Pursuant to the statute, you have forty-five (45) days from the date of this letter to make a fair and reasonable investigation of the merits of the claim and to pay such claim or whatever portion is determined to be valid. Should you fail to make an investigation, or if you otherwise unreasonably refuse to pay this claim or proper portion thereof, you may be held liable for the reasonable attorneys' fees and interest at the judgment rate from the date of this demand letter.

At a minimum, your investigation should include providing this office with complete documentation of any evidence that the sums demanded are incorrect, as well as complete documentation of any claims you assert are properly offset from sums otherwise due my client. This documentation should include evidence of costs incurred and compliance with legal and/or contractual notice requirements. Should you fail to properly investigate Clear Skies Restoration's claim or otherwise unreasonably fail to pay sums due them, you may be held responsible for attorneys' fees and interest as provided in *South Carolina Code Ann.* § 27-1-15.

Please contact me at my Greenville, SC office to discuss an amicable resolution to this matter. Once the outstanding balance is resolved, Clear Skies will cancel its filed Mechanic's Lien.



HPL+P LLC
ATTORNEYS AT LAW

I appreciate your prompt attention to this matter and look forward to hearing from you very soon.

Sincerely,

HOLDER, PADGETT, LITTLEJOHN + PRICKETT, LLP

M. Stokely Holder

MSH/trm
Enclosures

cc: Client

ELECTRONICALLY FILED - 2018 Jun 01 10:32 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

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E-FILED IN GREENVILLE COUNTY, SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

Clear Skies Restoration, LLC,)
LICENSE NO. 56425)

Petitioner,)

v.)

Ivan Martincz,)

Respondent.)

IN THE OFFICE OF THE
REGISTER OF DEEDS

NOTICE AND CERTIFCATE OF MECHANIC'S LIEN

TO: THE RESPONDENT ABOVE NAMED:

PLEASE TAKE NOTICE that the Petitioner, Clear Skies Restoration, LLC, by virtue of the attached Verification and Statement of Account, hereby claims and holds a Mechanic's Lien upon the building and structures and upon the interest of the owner as well as any leasehold or other interest thereof in the real property hereinafter described by virtue of its agreement with Ivan Martinez. This lien is in the amount of Seven Thousand One Hundred Eighty-Four and 34/100ths Dollars ($7,184.34), for labor and materials supplied by Clear Skies Restoration to Ivan Martinez in connection with the construction of improvements at 2 Landstone Court, Greenville County, South Carolina. Said real estate is also further described in "**Exhibit A**" which is attached hereto and incorporated herein by reference. Petitioner craves reference to **Exhibit "B"** attached hereto and incorporated by reference, which is a just and true statement of account of monies currently due in the amount of Seven Thousand One Hundred Eighty-Four and 34/100ths Dollars ($7,184.34).

FURTHER NOTICE IS HEREBY GIVEN that the labor and materials were last furnished within ninety (90) days of the date hereof; that Petitioner has and claims a lien on the stated premises, structures, buildings and tract of land, pursuant to South Carolina Code Annotated

EXHIBIT C

ELECTRONICALLY FILED - 2018 Jun 01 10:32 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

§ 29-5-10, *et seq.*, to secure the payment of the debt, an itemized and verified statement of account, which is attached hereto and incorporated herein by reference; that the said Petitioner has a claim on said premises, structures, buildings and said tract of land to secure payments of an additional sum to cover the costs and disbursements of any action to foreclose the lien, including reasonable attorneys' fees, all pursuant to the provisions of the statutes applicable to such cases.

This the 23 day of March, 2018.

By: Anna L. Bullington

M. Stokely Holder (SC Bar #73892)
Anna L. Bullington (SC Bar # 102503)
Holder, Padgett, Littlejohn + Prickett, LLC
P.O. Box 1804
Greenville, SC 29602
(864) 335-8808
sholder@hplplaw.com
abullington@hplplaw.com
Attorneys for Clear Skies Restoration, LLC

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ELECTRONICALLY FILED - 2018 Jun 01 10:32 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

ELECTRONICALLY FILED - 2018 Jun 01 10:32 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

EXHIBIT "A"

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 22 of Ascot subdivision, as shown on that certain subdivision plat entitled "Ascot, Sheet One of Two," prepared by Wooten Surveying Co., Surveyors, dated April 14, 1999, and recorded in Plat Book 39-W at Page 23 in the office of the Greenville County Register of Deeds; and shown more recently on that certain plat of survey entitled "Survey for Matthew C. Watson [and] Abby C. Watson," prepared by PLS, Inc., dated December 11, 2000 and recorded in Plat Book 43-G at Page 88 in the office of the Greenville County Register of Deeds, reference hereby being made to the more recent plat for a more complete and accurate description thereof.

Being the same property conveyed to Matthew C. Watson and Abby C. Watson by deed of Pulte Homes of South Carolina, Inc. dated December 13, 2000 and recorded December 14, 2000 in Deed Book 1935 at Page 1654 in the office of the Greenville County Register of Deeds.

TMS#: 0534.33-01-022.00

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STATE OF SOUTH CAROLINA	)	IN THE OFFICE OF THE REGISTER OF DEEDS
COUNTY OF GREENVILLE	)	
Clear Skies Restoration, LLC,	)	
Petitioner,	)	**VERIFICATION AND STATEMENT OF ACCOUNT**
v.	)	
Ivan Martinez,	)	
Respondent.	)	

PERSONALLY APPEARED before me, Brett Levine, who first being duly sworn, deposes and says:

1. That I am the owner of Clear Skies Restoration, LLC. I am authorized to make this verification and statement of account on Petitioner's behalf. This verification and statement of account is based upon my personal knowledge and belief and reflected in records maintained by Petitioner in the regular and ordinary course of business. I have read the foregoing Notice and Certificate of Mechanic's Lien and certify that the matters set forth therein are true and accurate to the best of my knowledge, except those matters and things therein alleged to be on information and belief, and as to those I believe them to be true.

2. That the sum of Seven Thousand One Hundred Eighty-Four and 34/100ths Dollars ($7,184.34) is currently due and owed to Clear Skies Restoration, LLC as shown on the Invoice attached and incorporated herein.

3. That the sum is due for labor and materials supplied by Clear Skies Restoration, LLC to Ivan Martinez in connection with the improvements performed at the real estate commonly known as 2 Landstone Court, located in Greenville County, South Carolina.

FURTHER AFFIANT SAYETH NAUGHT.

Brett Levine

Brett Levine, Owner
Clear Skies Restoration, LLC

Sworn to and subscribed before
me this 23rd day of March, 2018

Seana L Heath

Notary Public, State of Georgia
My Commission Expires: 12.17.21

SEANA L HEATH NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES DECEMBER 17, 2021

EXHIBIT "B"

COMMERCIAL & RESIDENTIAL

220 North Main Street
Suite 500
Greenville, SC 29601

Local: (864)551-4858
Toll Free: (800)419-4420
info@csrlocal.com

CLEAR SKIES RESTORATION

Roofing – Siding – Gutters

*Licensed *Bonded *Insured

Contract Dated and Signed:	4/10/2017
Date Last work Completed: (Garage Wraps)	1/12/2018
Date Attempted Final Payment Pickup and Last Communication:	1/19/2018
Total Amount of Insurance Claim Contracted (Claim #: 446252-174114-113801):	$23,052.50
Less Work Subcontracted back to Homeowner Other Structures:	$2,164.89
Less Work Subcontracted back to Homeowner Personal Property:	$466.38
Other Items Not Completed By Clear Skies:	
Front Elevation	
Replace Stucco patch / small repair - ready for color	$158.98
Seal & paint stucco	$45.42
R&R Window screen, 1 - 9 SF	$139.06
Left Elevation	
R&R Window screen, 1 - 9 SF	$185.38
Replace Comb and straighten a/c condenser fins - with trip charge	$182.62
Rear Elevation	
R&R Window screen, 1 - 9 SF	$417.17
Right Elevation	
R&R Window screen, 1 - 9 SF	$46.35
Credits Total:	$3,806.16
Total:	$19,246.34
Payments Made to Clear Skies Restoration (Photos attached):	
Check #2001 Wells Fargo Bank 5/11/2017	$4,862.00
Check #2002 Wells Fargo Bank 6/08/2017	$4,000.00
Check #2003 Wells Fargo Bank 6/08/2017	$3,000.00
Cash Payment	$200.00
Check #3001 Wells Fargo Bank 1/19/2018 (Not Accepted noted as Final Payment)	$1,500.00

ELECTRONICALLY FILED - 2018 Jun 01 10:32 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

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M/LIEN Book: MI 0138 Page: 0176 - 0182
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May 30, 2018 04:50:05 PM
Rec: $13.00
E-FILED IN GREENVILLE COUNTY, SC

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE Clear Skies Restoration, LLC, LICENSE NO. 56425 Petitioner, v. Ivan Martinez, Respondent.	IN THE OFFICE OF THE REGISTER OF DEEDS **SUPPLEMENTAL NOTICE AND CERTIFICATE OF MECHANIC'S LIEN**

PLEASE TAKE NOTICE that the Petitioner, Clear Skies Restoration, LLC, having filed a Mechanic's Lien on April 9, 2018 in the Office of the Register of Deeds for Greenville County at Book MI 0136, Pages 1194-1198, a copy of which is attached hereto and incorporated by reference as "**Exhibit 1**", hereby files this Supplemental Notice and Certificate of Mechanic's Lien solely for the purpose of including a Sheriff's Affidavit of Non-Service, which is attached hereto and incorporated by reference as "**Exhibit 2**."

By: _____

M. Stokely Holder (SC Bar #73892)
Anna L. Bullington (SC Bar # 102503)
Holder, Padgett, Littlejohn + Prickett, LLC
P.O. Box 1804
Greenville, SC 29602
(864) 335-8808
sholder@hplplaw.com
abullington@hplplaw.com
Attorneys for Clear Skies Restoration, LLC

May 30, 2018
Greenville, SC

ELECTRONICALLY FILED - 2018 Jun 01 10:32 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

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M/LIEN Book: MI 0136 Page: 1194 - 1198
April 9, 2018 04:11:09 PM
Rec: $11.00
E-FILED IN GREENVILLE COUNTY, SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

Clear Skies Restoration, LLC,)
LICENSE NO. 56425)

Petitioner,)

v.)

Ivan Martincz,)

Respondent.)

IN THE OFFICE OF THE
REGISTER OF DEEDS

NOTICE AND CERTIFCATE OF MECHANIC'S LIEN

TO: THE RESPONDENT ABOVE NAMED:

PLEASE TAKE NOTICE that the Petitioner, Clear Skies Restoration, LLC, by virtue of the attached Verification and Statement of Account, hereby claims and holds a Mechanic's Lien upon the building and structures and upon the interest of the owner as well as any leasehold or other interest thereof in the real property hereinafter described by virtue of its agreement with Ivan Martinez. This lien is in the amount of Seven Thousand One Hundred Eighty-Four and 34/100ths Dollars ($7,184.34), for labor and materials supplied by Clear Skies Restoration to Ivan Martinez in connection with the construction of improvements at 2 Landstone Court, Greenville County, South Carolina. Said real estate is also further described in "**Exhibit A**" which is attached hereto and incorporated herein by reference. Petitioner craves reference to **Exhibit "B"** attached hereto and incorporated by reference, which is a just and true statement of account of monies currently due in the amount of Seven Thousand One Hundred Eighty-Four and 34/100ths Dollars ($7,184.34).

FURTHER NOTICE IS HEREBY GIVEN that the labor and materials were last furnished within ninety (90) days of the date hereof; that Petitioner has and claims a lien on the stated premises, structures, buildings and tract of land, pursuant to South Carolina Code Annotated

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§ 29-5-10, *et seq.*, to secure the payment of the debt, an itemized and verified statement of account, which is attached hereto and incorporated herein by reference; that the said Petitioner has a claim on said premises, structures, buildings and said tract of land to secure payments of an additional sum to cover the costs and disbursements of any action to foreclose the lien, including reasonable attorneys' fees, all pursuant to the provisions of the statutes applicable to such cases.

This the 23 day of March, 2018.

By: Anna L. Bullington

M. Stokely Holder (SC Bar #73892)
Anna L. Bullington (SC Bar # 102503)
Holder, Padgett, Littlejohn + Prickett, LLC
P.O. Box 1804
Greenville, SC 29602
(864) 335-8808
sholder@hplplaw.com
abullington@hplplaw.com
Attorneys for Clear Skies Restoration, LLC

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ELECTRONICALLY FILED - 2018 Jun 01 10:32 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

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EXHIBIT "A"

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 22 of Ascot subdivision, as shown on that certain subdivision plat entitled "Ascot, Sheet One of Two," prepared by Wooten Surveying Co., Surveyors, dated April 14, 1999, and recorded in Plat Book 39-W at Page 23 in the office of the Greenville County Register of Deeds; and shown more recently on that certain plat of survey entitled "Survey for Matthew C. Watson [and] Abby C. Watson," prepared by PLS, Inc., dated December 11, 2000 and recorded in Plat Book 43-G at Page 88 in the office of the Greenville County Register of Deeds, reference hereby being made to the more recent plat for a more complete and accurate description thereof.

Being the same property conveyed to Matthew C. Watson and Abby C. Watson by deed of Pulte Homes of South Carolina, Inc. dated December 13, 2000 and recorded December 14, 2000 in Deed Book 1935 at Page 1654 in the office of the Greenville County Register of Deeds.

TMS#: 0534.33-01-022.00

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STATE OF SOUTH CAROLINA	)	IN THE OFFICE OF THE REGISTER OF DEEDS
COUNTY OF GREENVILLE	)	
Clear Skies Restoration, LLC,	)	
Petitioner,	)	**VERIFICATION AND STATEMENT OF ACCOUNT**
v.	)	
Ivan Martinez,	)	
Respondent.	)	

PERSONALLY APPEARED before me, Brett Levine, who first being duly sworn, deposes and says:

1. That I am the owner of Clear Skies Restoration, LLC. I am authorized to make this verification and statement of account on Petitioner's behalf. This verification and statement of account is based upon my personal knowledge and belief and reflected in records maintained by Petitioner in the regular and ordinary course of business. I have read the foregoing Notice and Certificate of Mechanic's Lien and certify that the matters set forth therein are true and accurate to the best of my knowledge, except those matters and things therein alleged to be on information and belief, and as to those I believe them to be true.

2. That the sum of Seven Thousand One Hundred Eighty-Four and 34/100ths Dollars ($7,184.34) is currently due and owed to Clear Skies Restoration, LLC as shown on the Invoice attached and incorporated herein.

3. That the sum is due for labor and materials supplied by Clear Skies Restoration, LLC to Ivan Martinez in connection with the improvements performed at the real estate commonly known as 2 Landstone Court, located in Greenville County, South Carolina.

FURTHER AFFIANT SAYETH NAUGHT.

Brett Levine

Brett Levine, Owner
Clear Skies Restoration, LLC

Sworn to and subscribed before
me this 23rd day of March, 2018

Seana L Heath

Notary Public, State of Georgia
My Commission Expires: 12.17.21

SEANA L HEATH NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES DECEMBER 17, 2021

EXHIBIT "B"

2018025246 MI BK 0136 PG 1197

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ELECTRONICALLY FILED - 2018 Jun 01 10:32 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

COMMERCIAL & RESIDENTIAL

220 North Main Street
Suite 500
Greenville, SC 29601

Local: (864)551-4858
Toll Free: (800)419-4420
info@csrlocal.com

Roofing – Siding – Gutters

*Licensed *Bonded *Insured

Contract Dated and Signed:	4/10/2017
Date Last work Completed: (Garage Wraps)	1/12/2018
Date Attempted Final Payment Pickup and Last Communication:	1/19/2018
Total Amount of Insurance Claim Contracted (Claim #: 446252-174114-113801):	$23,052.50
Less Work Subcontracted back to Homeowner Other Structures:	$2,164.89
Less Work Subcontracted back to Homeowner Personal Property:	$466.38
Other Items Not Completed By Clear Skies:	
Front Elevation	
Replace Stucco patch / small repair - ready for color	$158.98
Seal & paint stucco	$45.42
R&R Window screen, 1 - 9 SF	$139.06
Left Elevation	
R&R Window screen, 1 - 9 SF	$185.38
Replace Comb and straighten a/c condenser fins - with trip charge	$182.62
Rear Elevation	
R&R Window screen, 1 - 9 SF	$417.17
Right Elevation	
R&R Window screen, 1 - 9 SF	$46.35
Credits Total:	$3,806.16
Total:	$19,246.34
Payments Made to Clear Skies Restoration (Photos attached):	
Check #2001 Wells Fargo Bank 5/11/2017	$4,862.00
Check #2002 Wells Fargo Bank 6/08/2017	$4,000.00
Check #2003 Wells Fargo Bank 6/08/2017	$3,000.00
Cash Payment	$200.00
Check #3001 Wells Fargo Bank 1/19/2018 (Not Accepted noted as Final Payment)	$1,500.00

2018025246 MI BK 0136 PG 1198 (LAST PAGE)

2018039707 MI BK 0138 PG 0181

Service of Process by:
161033-0001

Court Date:

Greenville County Sheriff's Office
Civil Division

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

Party Requesting Service:

HOLDER PADGETT LITTLEJOHN & PRICKETT
Attn: Taylor Moore
P.O. Box 1804
Greenville, SC 29602

AFFIDAVIT OF NON-SERVICE
Ivan Martinez

Clear Skies Restoration, LLC, License NO. 56425, et. al., Plaintiff(s)
vs.
Ivan Martinez, et. al., Defendant(s)

Case No:

EXHIBIT 2

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

Documents Served: the undersigned attempted to serve the documents described as:

Cover Letter

Notice and Certificate of Mechanic's Lien

Exhibit A, B

Service of Process on: The undersigned attempted to serve the documents on Ivan Martinez and after due and diligent efforts, was unable to effect service. The following is a list of the attempts made to effect service:

Attempts:

Dates Times of Attempted Service	Address Attempted	Details of Attempts
03-Apr-2018 3:00 pm	2 Landstone Ct. Greer, SC 29650	No one home, left card.
17-Apr-2018 5:20 pm	2 Landstone Ct. Greer, SC 29650	No one home, left card.
28-Apr-2018 10:23 am	2 Landstone Ct. Greer, SC 29650	No one home, left card. No response to cards left.

Signature of Deputy: Subscribed and sworn to before me this 30th day of **April, 2018.**

Kathy F Williams
Notary Public for South Carolina
My Commission Expires: 3/11/26

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

Jason M. Seay

Rec. 061

ELECTRONICALLY FILED - 2018 Jun 01 10:32 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

ELECTRONICALLY FILED - 2018 Jun 01 10:32 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124
ELECTRONICALLY FILED - 2018 May 31 5:15 PM - GREENVILLE - COMMON PLEAS - CASE#2018LP230525

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Clear Skies Restoration, LLC,	)	L.P. No.: 2018-CP-23-_____
	)	
Plaintiff,	)	
	)	
v.	)	**LIS PENDENS**
	)	
Ivan Martinez,	)	
	)	
Defendant.	)	
	)	

NOTICE IS HEREBY GIVEN, pursuant to S.C. Code Ann. § 15-11-10, that not more than 20 days from the filing of this Notice of Lis Pendens, an action will be, or has contemporaneously herewith been, commenced by Plaintiff Clear Skies Restoration, LLC against the above-named Defendant for the purpose of determining the rights of the Plaintiff in and to the property with an address of 2 Landstone Court Greer, South Carolina, 29650, and as more fully described in **Exhibit "A"**, which is attached hereto and incorporated by reference.

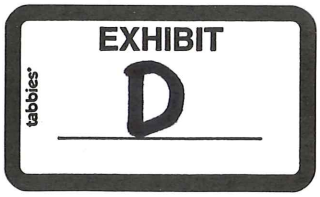
Respectfully submitted,

HOLDER, PADGETT, LITTLEJOHN + PRICKETT, LLC

s/ M. Stokely Holder

May 31, 2018
Greenville, SC

M. Stokely Holder (SC Bar #73892)
F. Lee Prickett, III (SC Bar # 76178)
Anna L. Bullington (SC Bar # 102503)
110 West North Street, Suite 100
Greenville, SC 29601
(864) 335-8808
sholder@hplplaw.com
lprickett@hplplaw.com
abullington@hplplaw.com
Attorneys for the Plaintiff



ELECTRONICALLY FILED - 2018 Jun 01 10:32 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124
ELECTRONICALLY FILED - 2018 May 31 5:15 PM - GREENVILLE - COMMON PLEAS - CASE#2018LP2300525

EXHIBIT "A"

Property Description

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 22 of Ascot subdivision, as shown on that certain subdivision plat entitled "Ascot, Sheet One of Two," prepared by Wooten Surveying Co., Surveyors, dated April 14, 1999, and recorded in Plat Book 39-W at Page 23 in the office of the Greenville County Register of Deeds; and shown more recently on that certain plat of survey entitled "Survey for Matthew C. Watson [and] Abby C. Watson," prepared by PLS, Inc., dated December 11, 2000 and recorded in Plat Book 43-G at Page 88 in the office of the Greenville County Register of Deeds, reference hereby being made to the more recent plat for a more complete and accurate description thereof.

Being the same property conveyed to Matthew C. Watson and Abby C. Watson by deed of Pulte Homes of South Carolina, Inc. dated December 13, 2000 and recorded December 14, 2000 in Deed Book 1935 at Page 1654 in the office of the Greenville County Register of Deeds.

TMS#: 0534.33-01-022.00

ELECTRONICALLY FILED - 2018 Sep 26 2:49 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Clear Skies Restoration, LLC,	)	C.A. No.: 2018-CP-23-03124
	)	
Plaintiff,	)	L.P. No.: 2018-LP-23-00525
	)	
v.	)	**AMENDED LIS PENDENS**
	)	
Ivan Martinez and Paula A. Martinez,	)	
	)	
Defendants.	)	
	)	

NOTICE IS HEREBY GIVEN, pursuant to S.C. Code Ann. § 15-11-10, that not more than 20 days from the filing of this Amended Notice of Lis Pendens, an action will be, or has contemporaneously herewith been, commenced by Plaintiff Clear Skies Restoration, LLC against the above-named Defendants for the purpose of determining the rights of the Plaintiff in and to the property with an address of 2 Landstone Court Greer, South Carolina, 29650, and as more fully described in **Exhibit "A"**, which is attached hereto and incorporated by reference.

Respectfully submitted,

HOLDER, PADGETT, LITTLEJOHN + PRICKETT, LLC

s/ M. Stokely Holder

M. Stokely Holder (SC Bar #73892)
F. Lee Prickett, III (SC Bar # 76178)
Anna L. Bullington (SC Bar # 102503)
110 West North Street, Suite 100
Greenville, SC 29601
(864) 335-8808
sholder@hplplaw.com
lprickett@hplplaw.com
abullington@hplplaw.com
Attorneys for the Plaintiff

September 26, 2018
Grenville, SC

ELECTRONICALLY FILED - 2018 Sep 26 2:49 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

EXHIBIT "A"

Property Description

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 22 of Ascot subdivision, as shown on that certain subdivision plat entitled "Ascot, Sheet One of Two," prepared by Wooten Surveying Co., Surveyors, dated April 14, 1999, and recorded in Plat Book 39-W at Page 23 in the office of the Greenville County Register of Deeds; and shown more recently on that certain plat of survey entitled "Survey for Matthew C. Watson [and] Abby C. Watson," prepared by PLS, Inc., dated December 11, 2000 and recorded in Plat Book 43-G at Page 88 in the office of the Greenville County Register of Deeds, reference hereby being made to the more recent plat for a more complete and accurate description thereof.

Being the same property conveyed to Matthew C. Watson and Abby C. Watson by deed of Pulte Homes of South Carolina, Inc. dated December 13, 2000 and recorded December 14, 2000 in Deed Book 1935 at Page 1654 in the office of the Greenville County Register of Deeds.

TMS#: 0534.33-01-022.00

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF GREENVILLE	)	CASE NO.: 2018-CP-23-03124
Clear Skies Restoration, LLC, Plaintiff, vs. Ivan Martinez and Paula A. Martinez Defendants.	)	**SUMMONS**

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY summoned and required to answer the Amended Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your answer to the said Amended Complaint on the subscribers at their offices, P.O. Box 1804, Greenville, South Carolina, 29602, within fifteen (15) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Amended Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court and judgment by default will be rendered against you for the relief demanded in the Amended Complaint.

Respectfully submitted,

HOLDER, PADGETT, LITTLEJOHN + PRICKETT, LLC

s/ M. Stokely Holder
M. Stokely Holder (SC Bar # 73892)
F. Lee Prickett, III (SC Bar # 76178)
Anna L. Bullington (SC Bar # 102503)
PO Box 1804
Greenville, SC 29602
Ph. 864.335.8808
Attorneys for Plaintiff

September 26, 2018
Greenville, SC

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Clear Skies Restoration, LLC,	)	C.A. No. 2018-CP-23-03124
	)	
Plaintiff,	)	
	)	**AMENDED FORECLOSURE COMPLAINT (Non-Jury)**
vs.	)	
	)	
Ivan Martinez and Paula A. Martinez,	)	
	)	
Defendants.	)	

COMES NOW, the Plaintiff, Clear Skies Restoration, LLC, ("Clear Skies"), complaining of the Defendants, Ivan Martinez and Paula A. Martinez (collectively "Defendants") and would show the Court as follows:

1. Clear Skies is a limited liability corporation duly licensed, organized and existing under the laws of the State of South Carolina and, at all times mentioned herein, was transacting business in Greenville County, South Carolina.

2. Upon information and belief, Defendants are each a citizen and resident of Greenville County, South Carolina. Defendants are the owners of the real property located at 2 Landstone Court in Greenville County, South Carolina, which is the subject of this action (the "Property").

3. On or about April 10, 2017, Clear Skies and Defendant Ivan Martinez entered into an agreement ("Contract") whereby Clear Skies would supply labor and materials for a roofing job at Defendants' Property. A true and correct copy of the Contract is attached hereto as "**Exhibit A**" and is incorporated herein by reference.

4. Clear Skies has performed all requirements of the Contract and has completed all of its obligations pursuant to the Contract.

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

5. Defendants have no defenses to the payment obligations owed to Clear Skies.

6. Pursuant to South Carolina Code Ann. § 27-1-15, Clear Skies sent a demand letter dated March 23, 2018 via regular and certified mail to Defendant Ivan Martinez. A true and correct copy of the letter is attached hereto as "**Exhibit B**" and is incorporated herein by reference.

7. On or about April 9, 2018, Clear Skies filed its Notice and Certificate of Mechanic's Lien along with a verified Statement of Account totaling Seven Thousand, One Hundred Eighty-Four and 34/100 Dollars ($7,184.34). A true and correct copy of the Notice and Certificate of Mechanic's Lien, Statement of Account, and Supplemental Notice and Certificate of Mechanic's Lien is attached hereto as "**Exhibit C**" and is incorporated herein by reference.

8. On or about September 26, 2018, Clear Skies filed an Amended Notice and Certificate of Mechanic's Lien along with a verified Statement of Account totaling Seven Thousand, One Hundred Eighty-Four and 34/100 Dollars ($7,184.34). A true and correct copy of the Amended Notice and Certificate of Mechanic's Lien and Statement of Account is attached hereto as "**Exhibit D**" and is incorporated herein by reference.

9. To date, the Defendants have refused to pay the account balance of Seven Thousand, One Hundred Eighty-Four and 34/100 Dollars ($7,184.34).

10. Jurisdiction and venue are proper in this Court.

FOR A FIRST CAUSE OF ACTION
(Foreclosure of Mechanic's Lien)

11. Plaintiff realleges the foregoing paragraphs consistent with this cause of action as if fully restated verbatim herein.

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

12. Pursuant to the terms of its Contract with Defendant Ivan Martinez, Plaintiff furnished labor and materials for improvements to the Property described more fully in the property description of the attached Notice and Certificate of Mechanic's Lien and Statement of Account.

13. The Property, which bears the physical address of 2 Landstone Court, Greer, South Carolina, and is the subject of this cause of action, is situated and located in Greenville County, South Carolina.

14. On April 9, 2018, Plaintiff filed its Notice and Certificate of Mechanic's Lien and verified Statement of Account in the Register of Deeds Office for Greenville County at Book MI 0136 at Page 1194-1198.

15. On September 26, 2018, Plaintiff filed an Amended Notice and Certificate of Mechanic's Lien and verified Statement of Account in the Register of Deeds Office for Greenville County at Book MI 0141 in Page 573-576.

16. At the time Defendant Ivan Martinez entered into its Contract with Plaintiff to furnish labor and materials for improvements to the Property, Defendants were the record owners of the Property.

17. The Defendants have failed and neglected to pay Plaintiff the amount due under the Contract in the sum of Seven Thousand, One Hundred Eighty-Four and 34/100 Dollars ($7,184.34).

18. By virtue of its duly perfected Mechanic's Lien and properly filed Lis Pendens, attached hereto and incorporated herein by reference as "**Exhibit D**," Plaintiff is entitled to foreclose on the subject property described in "**Exhibit C**," have said property

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

sold, and have its Lien, along with interest and attorneys' fees, satisfied from the proceeds thereof.

FOR A SECOND CAUSE OF ACTION
(Breach of Contract)

19. Plaintiff realleges the foregoing paragraphs consistent with this cause of action as if fully restated verbatim herein.

20. The written agreement that Plaintiff and Defendant Ivan Martinez entered into constitutes a valid contract, and Plaintiff has fully performed its obligations under that Contract.

21. The Defendants have wrongfully failed and refused to pay Plaintiff for the labor and materials furnished in the amount of Seven Thousand, One Hundred Eighty-Four and 34/100 Dollars ($7,184.34).

22. Plaintiff provided labor and materials pursuant to its Contract with Defendants. The Defendants have no defenses to its payment obligations under this Contract with Plaintiff.

23. Defendants failure to pay Plaintiff constitutes a breach of the Contract between the parties. As a result of Defendants breach, Plaintiff has been damaged in excess of Seven Thousand, One Hundred Eighty-Four and 34/100 Dollars ($7,184.34), for which it hereby sues together with attorneys' fees, costs, and interest.

FOR A THRID CAUSE OF ACTION
(Quantum Meruit)

24. Plaintiff alleges its Third Cause of Action as an alternative claim to its Second Cause of Action and realleges the foregoing paragraphs consistent with this cause of action as if fully restated verbatim herein.

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

25. Plaintiff furnished labor and materials for the benefit of Defendants, which labor and materials were accepted, used, and enjoyed by Defendants. At the time the labor and materials were provided to Defendants, it was understood that Plaintiff was to be paid for the labor and materials; further, Defendants specifically requested the labor and materials. The acceptance of the labor and materials by Defendants created an implied agreement between Plaintiff and Defendants.

26. The labor and materials were furnished under such circumstances that made it clear that Plaintiff expected to be paid for those labor and materials. Defendants will be unjustly enriched if Plaintiff is not paid for the labor and materials supplied.

27. The reasonable market value of the materials furnished is at least Seven Thousand, One Hundred Eighty-Four and 34/100 Dollars ($7,184.34), for which Plaintiff hereby sues in quantum meruit or other equitable theory for the reasonable value of the labor and materials supplied.

FOR A FOURTH CAUSE OF ACTION
(S.C. Code Ann. § 27-1-15)

28. Plaintiff realleges the foregoing paragraphs consistent with this cause of action as if fully restated verbatim herein.

29. Pursuant to South Carolina Code Ann. § 27-1-15, Plaintiff delivered a demand letter dated March 23, 2018 to Defendant Ivan Martinez, as well as a demand letter on September 25, 2018 to Defendant Paula A. Martinez. *See* **Exhibit B**.

30. The demand letters required Defendants to perform a reasonable investigation within forty-five (45) days and pay all undisputed amounts to Plaintiff.

31. The demand letters also required Defendants to pay any undisputed amounts due Plaintiff within forty-five (45) days of the date of the letter.

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

32. Defendants have not disputed any amounts claimed owed, nor have Defendants paid any amount within the statutorily prescribed forty-five (45) day period.

33. To date, Defendants have refused to pay the Contract balance in the amount of Seven Thousand, One Hundred Eighty-Four and 34/100 Dollars ($7,184.34).

34. As Defendants have failed and has refused to make said reasonable investigation or pay Plaintiff, pursuant to South Carolina Code Ann. § 27-1-15, Defendants are liable to Plaintiff for attorneys' fees and interest from the date of the demand letter.

WHEREFORE, the Plaintiff, Clear Skies Restoration, LLC, prays for the following relief:

(a) Judgment against Defendants for the First Cause of Action and foreclosure of the subject property located at 2 Landstone Court, with the proceeds of the sale being used to satisfy the Amended Mechanic's Lien, plus attorney's fees, interest, and costs;

(b) Judgment against Defendants for the Second Cause of Action in the principal amount of at least Seven Thousand, One Hundred Eighty-Four and 34/100 Dollars ($7,184.34), together with interest at the legal rate;

(c) Judgment against Defendants for the Third Cause of Action in the principal amount of at least Seven Thousand, One Hundred Eighty-Four and 34/100 Dollars ($7,184.34), together with interest at the legal rate;

(d) Judgment against Defendants for the Fourth Cause of Action pursuant to South Carolina Code Ann. § 27-1-15, attorney's fees, and interest from the date of the demand letter;

(e) Attorney's fees;

(f) Costs of this action; and

(g) Such other and further relief as this Court deems just and proper.

Respectfully submitted this 26th day of September, 2018.

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

s/ M. Stokely Holder
M. Stokely Holder (SC Bar #73892)
Anna L. Bullington (SC Bar # 102503)
Holder, Padgett, Littlejohn + Prickett, LLC
P.O. Box 1804
Greenville, SC 29602
(864) 335-8808
sholder@hplplaw.com
abullington@hplplaw.com
Attorneys for Clear Skies Restoration, LLC

Greenville, South Carolina

CUSTOMER AGREEMENT

COMMERCIAL • RESIDENTIAL

220 North Main Street
Suite 500
Greenville, SC 29601

Local: (864) 551-4858
Toll Free: (800) 419-4420
info@csrlocal.com

3/21/17

CLEAR SKIES RESTORATION
Roofing • Siding • Gutters
Local. Licensed. Bonded. Insured.

SALES ASSOCIATE Brett

CUSTOMER AGREEMENT IS SUBJECT TO INSURANCE COMPANY APPROVAL

Full Name Martinez (Last) Iran (First) (M.I.)
Address 2 Landstone Ct.
Greer, SC 29650

Home Phone
Cell Phone 864-201-8510
E-Mail

Ins. Co. AST 866-274-5677 Catepasicamp.org
Claim No. 446252
Mortgage Co.

INSURANCE AGREED PAYMENT AMOUNT $
Additional Upgrade Expense $ Initial

ROOF SPECIFICATIONS

Shingle Color Pewter Initial CM
Shingle Style Arch
Shingle Grade Certainteed
Ridge Material Ridgevent
Valley Ice & Water
Vents
Plumbing Stacks 5
Tear Off [✓] Yes [ ] No No. of Layers
Felt 30 LB
Pitch 2 Story
Number of Decking Sheets 2
Decking Additional Cost $150 Initial

[✓] Remove Trash From Roof, Gutters & Yard
[✓] Protect Landscaping Where Applicable
[✓] Roll Yard With Magnetics Roller
[✓] Furnish Permit
[✓] Quality Control Inspection

#3001 1/19/18
#1500

SPECIAL ATTENTION AREAS

Cover Pool	[ ] Yes	[✓] No
Existing Gutter Damage	[✓] Yes	[ ] No
Existing Driveway Damage	[ ] Yes	[✓] No
Ice/Water Shield	[✓] Yes	[ ] No
Emergency Repair	[ ] Yes	[✓] No

Skylights No
Leaks NO
Interior Damage

RECOMMENDATIONS - NOTES - UPGRADE DETAILS

INSURANCE PAYMENT SCHEDULE

1ST INS. CK	CK#: 2001	Date 5/11/17	$ 4862
PROG PYMT	CK#: 2002	Date 6/7/17	$ 4000
DEPRECIATION	CK#: 2003	Date 6/7/17	$ 3000

CUSTOMER UNDERSTANDS OUR PERCENTAGE OF COMPLETION BILLING POLICY SEE LINE 22 ON BACK
COMPANY'S LIMITED 5 YEAR WARRANTY- SEE LINE ITEM 21 ON BACK

GENERAL CONTRACTOR: Property Owner acknowledges Clear Skies Restoration as general contractor and as such will be entitled to 10% overhead and 10% profit, as allowed by insurance industry standards

INSURANCE/MORTGAGE COMPANY NOTE: I hereby authorize the insurance company and/or the mortgage company below to make any checks payable jointly.

TERMS: By signing this agreement the homeowner authorizes Clear Skies Restoration to pursue the Property Owner's best interest for a project replacement or repair at a "price agreeable" to the insurance company and Clear Skies Restoration with no additional costs to the Property Owner except the deductible. When "price agreeable" is determined it shall become the final contract price and Property Owner authorizes Clear Skies Restoration to obtain labor and material in accordance with the "price agreeable" and the specifications set out herein and on the reverse side hereto to accomplish the replacement or repair. Any and all monies received from the insurance company as general contractor overhead and profit and/or cost increase supplements will be paid to Clear Skies Restoration.

Accepted by Property Owner I. Martinez Date 4/10/17
The property owner agree to all of the provisions above. Signature ensures agreement to all terms including line 12

Accepted by Property Owner Date
The property owner agree to all of the provisions above.

Clear Skies Restoration Rep Date 4/10/17

EXHIBIT A

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

CUSTOMER AGREEMENT

COMMERCIAL & RESIDENTIAL

220 North Main Street
Suite 500
Greenville, SC 29601

Local: (864)551-4858
Toll Free: (800)419-4420
info@csrlocal.com

Roofing • Siding • Gutters

*Licensed *Bonded *Insured

*SALES ASSOCIATE:*_____

CUSTOMER AGREEMENT

This contract and any agreement made pursuant thereto is between Clear Skies Restoration, hereinafter referred to as the "Co." or "Company." And the customer(s) named herein on the Agreement page 1 will be subject to all appropriate laws, regulations, and ordinances in the state of record.

1. All contracts are subject to approval of our credit department and office without exception. The person executing this contract must obtain the approval of the officer of the Co. for this contract to be effective under any conditions in the state of record.

2. SHOULD DEFAULT BE MADE IN PAYMENT OF THIS CONTRACT, CHARGES SHALL BE ADDED FROM THE DATE THEREOF AT A RATE OF ONE AND ONE HALF (1/2) PERCENT PER MONTH (18% PERANNUM) WITH MINIMUM CHARGE OF $20.00 PER MONTH, AND IF PLACED IN THE HAND OF AN ATTORNEY FOR COLLECTION, ALL ATTORNEY'S FEES AND LEGAL FILING FEES SHALL BE PAID BY CUSTOMER ACCEPTING SAID CONTRACT.

3. The company shall have no responsibility for damages from rain, fire, tornado, windstorm, or other perils, as is normally contemplated to be covered by HOME OWNERS INSURANCE or BUSINESS RISK INSURANCE, or unless a specified written agreement be made therefore prior to commencement of the work.

4. The quotation of the face hereof does not include expenses or charges for bond insurance premiums or costs beyond normal insurance coverage, and any such additional expenses, premiums, or costs shall be added to the amount of the contract. (For example Performance Bonds or Maintenance Bonds)

5. Replacement of deteriorated decking, fascia boards, roof jacks, ventilators, flashing or other materials unless otherwise STATED IN THIS CONTRACT, are NOT INCLUDED and will be charged as an extra on a time and material basis.

6. After 90 days, Co. reserves the right to revise our price in accordance with costs in effect at the time. (For example increases in material cost)

7. The company shall not be liable for failure of performances due to labor controversies, strikes, fires, weather, inability to obtain materials from usual sources, or any other circumstances beyond the control of the Company, whether of a similar or dissimilar nature.

8. The Company is not responsible for any damage on or below the roof due to leaks be excessive wind driven rain, ice, or hail during the period of warranty. EXCESSIVE WIND is 65 M.P.H. THE WARRANTY IS NON TRANSFERABLE.

9. If material has to be reordered or restocked because of cancellation by the customer there will be a RESTOCKING FEE equal to fifteen percent (15%) of the contract price.

10. This contract or warranty shall not be assigned except by or with the written permission of the Company.

11. The Company is not responsible for any mold or interior damage resulting from mold.

12. IF THIS CONTRACT IS CANCELLED BY THE CUSTOMER LATER THAN 3 DAYS from the execution, customer shall pay to the Company twenty percent (20%) of the insurance proceeds or $2000.00 whichever is greater, as liquidated damages, not as a penalty, and the Company agrees to accept such as a reasonable and just compensation for cancellation. For the cancellation to be effective, notice must be sent via certified mail to Clear Skies Restoration. Client understands this 20% is for our inspection services, estimating, travel time, and working with adjuster to win the claim.

13. THIS CONTRACT CANNOT BE CANCELLED ONCE WORK IS COMMENCED EXCEPT BY MUTUAL WRITTEN AGREEMENT OF THE PARTIES.

14. If any provision of this contract should be held to be invalid or unenforceable the validity and enforceability of the remaining provisions of this contract shall not be affected thereby.

15. ANY REPRESENTATIONS, STATEMENTS, OR OTHER COMMUNICATIONS NOT WRITTEN ON THIS CONTRACT ARE AGREED TO BE IMMATERIAL, This is the parties' entire agreement on this matter, superseding all previous negotiations or agreements.

16. The maximum liability for the Co. shall be the original cost of labor and materials for the repair which customer agrees shall be a liquidated sum, under any event of default of Co. herein.

17. During the duration of the work the customer's homeowner's insurance will be responsible for any interior damage as long as the Company has taken appropriate action to protect the roof during the repair of the roof.

18. If there are any solar panels on the roof, Co. will not be responsible for any damage during the repair, so homeowner agrees to have solar panel company take the appropriate action to protect it if necessary.

19. The Company is not responsible for construction problems of your home. If pointed out and notified to our Co., we will try and assist you on correcting them on time and material basis.

20. The Company is not responsible for any damage on or below the roof due to leaks from sky lights unless we the Company completed the skylight replacement.

21. Warranty is for 5 years on roof replacement, 2 years on siding replacement, 1 year on gutter repairs. There is no warranty on temporary roof repairs. Extended service warranties are available for an additional charge.

22. Payments are to be made: Half down payment or first insurance check, whichever is greater. Company reserves the right to bill proportionately based on percentage of work complete. Further, customer agrees to endorse and turn over to the Company any check received from an insurance company or third party within seven (7) days receipt thereof will be considered default.

23. Any hidden conditions or building code related issues which result in additional labor and/or material costs will require a signed change order to proceed. Customer understands the Company may issue a stop work order if change order is not accepted. (for example rotten decking, fascia, gas vents, HVAC lines or coils, etc.) Company is not responsible for damages.

24. Customer understands that existing framing issues such as uneven rafters and bowed sheeting are not the responsibility of Clear Skies Restoration to fix and will only be repaired is needed and on a time and material basis.

25. Customer understands all insurance proceeds are to be paid to Clear Skies Restoration for insurance approved repairs unless noted in writing on customer agreement or a change order contract.

26. ADDITIONALLY, COMPANY MAY ENFORCE ITS RIGHT TO PAYMENT BY OTHER MEANS INCLUDING, BUT NOT LIMITED TO, FILING OF A LIEN AGAINST THE PROPERTY OF THE CUSTOMER INVOLVED IN THIS CONTRACT, REPORTING TO APPROPRIATE CREDIT REPORTING AGENCIES, AND ANY OTHER LEGAL REMEDIES AVAILABLE AT LAW.

27. Customer understands that Clear Skies Restoration subcontracts all dumpster work. Any flat tires due to nails left under the dumpster, driveway or garage damage is the responsibility of the contracted dumpster company.

28. CUSTOMER AGREES TO PAY IN FULL AT THE TIME OF COMPLETION OF EACH CONTRACT.

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

HOLDER
PADGETT
LITTLEJOHN+
PRICKETT LLC
ATTORNEYS AT LAW

M. Stokely Holder

Greenville Office
direct: **864.335.8818**
fax: **864.248.4090**
sholder@hplplaw.com

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

March 23, 2018

Via U.S. Mail and Certified Mail, Return Receipt Requested
Ivan Martinez
2 Landstone Court
Greer, SC 29650

RE: S.C. Code Ann. § 27-1-15 Demand for Undisputed Amounts Owed

Mr. Martinez:

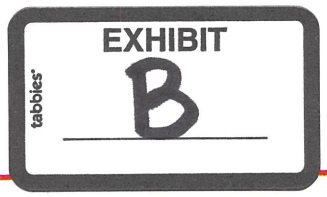
This firm represents Clear Skies Restoration, LLC. As you are aware, my client provided labor and materials for the roofing job at your home, and you have continued to withhold payment for the same. Due to your delinquency, my client has been forced to file a Mechanic's Lien against your property for the total outstanding debt owed, $7,184.34 (see attached).

In accordance with the provisions of *South Carolina Code Ann.* § 27-1-15, demand is made for the immediate payment of the Seven Thousand One Hundred Eighty-Four and 34/100ths Dollars ($7,184.34) that you owe Clear Skies in accordance with your agreement.

Pursuant to the statute, you have forty-five (45) days from the date of this letter to make a fair and reasonable investigation of the merits of the claim and to pay such claim or whatever portion is determined to be valid. Should you fail to make an investigation, or if you otherwise unreasonably refuse to pay this claim or proper portion thereof, you may be held liable for the reasonable attorneys' fees and interest at the judgment rate from the date of this demand letter.

At a minimum, your investigation should include providing this office with complete documentation of any evidence that the sums demanded are incorrect, as well as complete documentation of any claims you assert are properly offset from sums otherwise due my client. This documentation should include evidence of costs incurred and compliance with legal and/or contractual notice requirements. Should you fail to properly investigate Clear Skies Restoration's claim or otherwise unreasonably fail to pay sums due them, you may be held responsible for attorneys' fees and interest as provided in *South Carolina Code Ann.* § 27-1-15.

Please contact me at my Greenville, SC office to discuss an amicable resolution to this matter. Once the outstanding balance is resolved, Clear Skies will cancel its filed Mechanic's Lien.



CHARLESTON
843.278.0100
210 Wingo Way, Suite 201
Mt. Pleasant, SC 29464

COLUMBIA
803.335.1444
4500 Fort Jackson Blvd
Columbia, SC 29209

GREENVILLE
864.335.8808
P.O. Box 1804, Greenville, SC 29602
110 W North St, Suite 100 (29601)

HPL+P LLC
ATTORNEYS AT LAW

I appreciate your prompt attention to this matter and look forward to hearing from you very soon.

Sincerely,

HOLDER, PADGETT, LITTLEJOHN + PRICKETT, LLP

M. Stokely Holder

MSH/trm
Enclosures

cc: Client

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

HOLDER
PADGETT
LITTLEJOHN+
PRICKETT LLC
ATTORNEYS AT LAW

M. Stokely Holder

Greenville Office
direct: **864.335.8818**
fax: **864.248.4090**
sholder@hplplaw.com

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

September 25, 2018

Via U.S. Mail and Certified Mail, Return Receipt Requested
Paula A. Martinez
2 Landstone Court
Greer, SC 29650

RE: S.C. Code Ann. § 27-1-15 Demand for Undisputed Amounts Owed

Mrs. Martinez:

This firm represents Clear Skies Restoration, LLC. As you are aware, my client provided labor and materials for the roofing job at your home, and you have continued to withhold payment for the same. Due to your delinquency, my client has been forced to file a Mechanic's Lien against your property for the total outstanding debt owed, $7,184.34 (see attached).

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Please contact me at my Greenville, SC office to discuss an amicable resolution to this matter. Once the outstanding balance is resolved, Clear Skies will cancel its filed Mechanic's Lien.

HPL+P LLC
ATTORNEYS AT LAW

I appreciate your prompt attention to this matter and look forward to hearing from you very soon.

Sincerely,

HOLDER, PADGETT, LITTLEJOHN + PRICKETT, LLP

M. Stokely Holder

MSH/trm
Enclosures

cc: Client

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

M/LIEN Book: MI 0136 Page: 1194 - 1198
April 9, 2018 04:11:09 PM
Rec: $11.00
E-FILED IN GREENVILLE COUNTY, SC
2018025246
5 Pgs

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE Clear Skies Restoration, LLC, LICENSE NO. 56425 Petitioner, v. Ivan Martincz, Respondent.	)	IN THE OFFICE OF THE REGISTER OF DEEDS **NOTICE AND CERTIFCATE OF MECHANIC'S LIEN**

TO: THE RESPONDENT ABOVE NAMED:

PLEASE TAKE NOTICE that the Petitioner, Clear Skies Restoration, LLC, by virtue of the attached Verification and Statement of Account, hereby claims and holds a Mechanic's Lien upon the building and structures and upon the interest of the owner as well as any leasehold or other interest thereof in the real property hereinafter described by virtue of its agreement with Ivan Martinez. This lien is in the amount of Seven Thousand One Hundred Eighty-Four and 34/100ths Dollars ($7,184.34), for labor and materials supplied by Clear Skies Restoration to Ivan Martinez in connection with the construction of improvements at 2 Landstone Court, Greenville County, South Carolina. Said real estate is also further described in "**Exhibit A**" which is attached hereto and incorporated herein by reference. Petitioner craves reference to **Exhibit "B"** attached hereto and incorporated by reference, which is a just and true statement of account of monies currently due in the amount of Seven Thousand One Hundred Eighty-Four and 34/100ths Dollars ($7,184.34).

FURTHER NOTICE IS HEREBY GIVEN that the labor and materials were last furnished within ninety (90) days of the date hereof; that Petitioner has and claims a lien on the stated premises, structures, buildings and tract of land, pursuant to South Carolina Code Annotated

EXHIBIT C tabbies

§ 29-5-10, *et seq.*, to secure the payment of the debt, an itemized and verified statement of account, which is attached hereto and incorporated herein by reference; that the said Petitioner has a claim on said premises, structures, buildings and said tract of land to secure payments of an additional sum to cover the costs and disbursements of any action to foreclose the lien, including reasonable attorneys' fees, all pursuant to the provisions of the statutes applicable to such cases.

This the 23 day of March, 2018.

By: Anna L. Bullington

M. Stokely Holder (SC Bar #73892)
Anna L. Bullington (SC Bar # 102503)
Holder, Padgett, Littlejohn + Prickett, LLC
P.O. Box 1804
Greenville, SC 29602
(864) 335-8808
sholder@hplplaw.com
abullington@hplplaw.com
Attorneys for Clear Skies Restoration, LLC

2018025246 MI BK 0136 PG 1195

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

EXHIBIT "A"

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 22 of Ascot subdivision, as shown on that certain subdivision plat entitled "Ascot, Sheet One of Two," prepared by Wooten Surveying Co., Surveyors, dated April 14, 1999, and recorded in Plat Book 39-W at Page 23 in the office of the Greenville County Register of Deeds; and shown more recently on that certain plat of survey entitled "Survey for Matthew C. Watson [and] Abby C. Watson," prepared by PLS, Inc., dated December 11, 2000 and recorded in Plat Book 43-G at Page 88 in the office of the Greenville County Register of Deeds, reference hereby being made to the more recent plat for a more complete and accurate description thereof.

Being the same property conveyed to Matthew C. Watson and Abby C. Watson by deed of Pulte Homes of South Carolina, Inc. dated December 13, 2000 and recorded December 14, 2000 in Deed Book 1935 at Page 1654 in the office of the Greenville County Register of Deeds.

TMS#: 0534.33-01-022.00

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA	)	IN THE OFFICE OF THE REGISTER OF DEEDS
COUNTY OF GREENVILLE	)	
Clear Skies Restoration, LLC,	)	
Petitioner,	)	**VERIFICATION AND STATEMENT OF ACCOUNT**
v.	)	
Ivan Martinez,	)	
Respondent.	)	

PERSONALLY APPEARED before me, Brett Levine, who first being duly sworn, deposes and says:

1. That I am the owner of Clear Skies Restoration, LLC. I am authorized to make this verification and statement of account on Petitioner's behalf. This verification and statement of account is based upon my personal knowledge and belief and reflected in records maintained by Petitioner in the regular and ordinary course of business. I have read the foregoing Notice and Certificate of Mechanic's Lien and certify that the matters set forth therein are true and accurate to the best of my knowledge, except those matters and things therein alleged to be on information and belief, and as to those I believe them to be true.

2. That the sum of Seven Thousand One Hundred Eighty-Four and 34/100ths Dollars ($7,184.34) is currently due and owed to Clear Skies Restoration, LLC as shown on the Invoice attached and incorporated herein.

3. That the sum is due for labor and materials supplied by Clear Skies Restoration, LLC to Ivan Martinez in connection with the improvements performed at the real estate commonly known as 2 Landstone Court, located in Greenville County, South Carolina.

FURTHER AFFIANT SAYETH NAUGHT.

Brett Levine

Brett Levine, Owner
Clear Skies Restoration, LLC

Sworn to and subscribed before
me this 23rd day of March, 2018

Seana L Heath

Notary Public, State of Georgia
My Commission Expires: 12.17.21

SEANA L HEATH NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES DECEMBER 17, 2021

EXHIBIT "B"

COMMERCIAL & RESIDENTIAL

220 North Main Street
Suite 500
Greenville, SC 29601

Local: (864)551-4858
Toll Free: (800)419-4420
info@csrlocal.com

CLEAR SKIES RESTORATION

Roofing – Siding – Gutters

*Licensed *Bonded *Insured

Contract Dated and Signed:	4/10/2017
Date Last work Completed: (Garage Wraps)	1/12/2018
Date Attempted Final Payment Pickup and Last Communication:	1/19/2018
Total Amount of Insurance Claim Contracted (Claim #: 446252-174114-113801):	$23,052.50
Less Work Subcontracted back to Homeowner Other Structures:	$2,164.89
Less Work Subcontracted back to Homeowner Personal Property:	$466.38
Other Items Not Completed By Clear Skies:	
Front Elevation	
Replace Stucco patch / small repair - ready for color	$158.98
Seal & paint stucco	$45.42
R&R Window screen, 1 - 9 SF	$139.06
Left Elevation	
R&R Window screen, 1 - 9 SF	$185.38
Replace Comb and straighten a/c condenser fins - with trip charge	$182.62
Rear Elevation	
R&R Window screen, 1 - 9 SF	$417.17
Right Elevation	
R&R Window screen, 1 - 9 SF	$46.35
Credits Total:	$3,806.16
Total:	$19,246.34
Payments Made to Clear Skies Restoration (Photos attached):	
Check #2001 Wells Fargo Bank 5/11/2017	$4,862.00
Check #2002 Wells Fargo Bank 6/08/2017	$4,000.00
Check #2003 Wells Fargo Bank 6/08/2017	$3,000.00
Cash Payment	$200.00
Check #3001 Wells Fargo Bank 1/19/2018 (Not Accepted noted as Final Payment)	$1,500.00

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

2018025246 MI BK 0136 PG 1198 (LAST PAGE)

M/LIEN Book: MI 0138 Page: 0176 - 0182
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7 Pgs
May 30, 2018 04:50:05 PM
Rec: $13.00
E-FILED IN GREENVILLE COUNTY, SC

STATE OF SOUTH CAROLINA	)	IN THE OFFICE OF THE REGISTER OF DEEDS
COUNTY OF GREENVILLE	)	
Clear Skies Restoration, LLC, LICENSE NO. 56425	)	
Petitioner,	)	**SUPPLEMENTAL NOTICE AND CERTIFICATE OF MECHANIC'S LIEN**
v.	)	
Ivan Martinez,	)	
Respondent.	)	

PLEASE TAKE NOTICE that the Petitioner, Clear Skies Restoration, LLC, having filed a Mechanic's Lien on April 9, 2018 in the Office of the Register of Deeds for Greenville County at Book MI 0136, Pages 1194-1198, a copy of which is attached hereto and incorporated by reference as "**Exhibit 1**", hereby files this Supplemental Notice and Certificate of Mechanic's Lien solely for the purpose of including a Sheriff's Affidavit of Non-Service, which is attached hereto and incorporated by reference as "**Exhibit 2**."

By: _____

M. Stokely Holder (SC Bar #73892)
Anna L. Bullington (SC Bar # 102503)
Holder, Padgett, Littlejohn + Prickett, LLC
P.O. Box 1804
Greenville, SC 29602
(864) 335-8808
sholder@hplplaw.com
abullington@hplplaw.com
Attorneys for Clear Skies Restoration, LLC

May 30, 2018
Greenville, SC

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

2018025246
5 Pgs
M/LIEN Book: MI 0136 Page: 1194 - 1198
April 9, 2018 04:11:09 PM
Rec: $11.00
E-FILED IN GREENVILLE COUNTY, SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

Clear Skies Restoration, LLC,)
LICENSE NO. 56425)

Petitioner,)

v.)

Ivan Martincz,)

Respondent.)

IN THE OFFICE OF THE
REGISTER OF DEEDS

NOTICE AND CERTIFCATE OF MECHANIC'S LIEN

TO: THE RESPONDENT ABOVE NAMED:

PLEASE TAKE NOTICE that the Petitioner, Clear Skies Restoration, LLC, by virtue of the attached Verification and Statement of Account, hereby claims and holds a Mechanic's Lien upon the building and structures and upon the interest of the owner as well as any leasehold or other interest thereof in the real property hereinafter described by virtue of its agreement with Ivan Martinez. This lien is in the amount of Seven Thousand One Hundred Eighty-Four and 34/100ths Dollars ($7,184.34), for labor and materials supplied by Clear Skies Restoration to Ivan Martinez in connection with the construction of improvements at 2 Landstone Court, Greenville County, South Carolina. Said real estate is also further described in "**Exhibit A**" which is attached hereto and incorporated herein by reference. Petitioner craves reference to **Exhibit "B"** attached hereto and incorporated by reference, which is a just and true statement of account of monies currently due in the amount of Seven Thousand One Hundred Eighty-Four and 34/100ths Dollars ($7,184.34).

FURTHER NOTICE IS HEREBY GIVEN that the labor and materials were last furnished within ninety (90) days of the date hereof; that Petitioner has and claims a lien on the stated premises, structures, buildings and tract of land, pursuant to South Carolina Code Annotated

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

§ 29-5-10, *et seq.*, to secure the payment of the debt, an itemized and verified statement of account, which is attached hereto and incorporated herein by reference; that the said Petitioner has a claim on said premises, structures, buildings and said tract of land to secure payments of an additional sum to cover the costs and disbursements of any action to foreclose the lien, including reasonable attorneys' fees, all pursuant to the provisions of the statutes applicable to such cases.

This the 23 day of March, 2018.

By: Anna L. Bullington

M. Stokely Holder (SC Bar #73892)
Anna L. Bullington (SC Bar # 102503)
Holder, Padgett, Littlejohn + Prickett, LLC
P.O. Box 1804
Greenville, SC 29602
(864) 335-8808
sholder@hplplaw.com
abullington@hplplaw.com
Attorneys for Clear Skies Restoration, LLC

2018025246 MI BK 0136 PG 1195
2018039707 MI BK 0138 PG 0178

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

EXHIBIT "A"

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TMS#: 0534.33-01-022.00

2018025246 MI BK 0136 PG 1196

2018039707 MI BK 0138 PG 0179

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA	)	IN THE OFFICE OF THE REGISTER OF DEEDS
COUNTY OF GREENVILLE	)	
Clear Skies Restoration, LLC,	)	
Petitioner,	)	**VERIFICATION AND STATEMENT OF ACCOUNT**
v.	)	
Ivan Martinez,	)	
Respondent.	)	

PERSONALLY APPEARED before me, Brett Levine, who first being duly sworn, deposes and says:

1. That I am the owner of Clear Skies Restoration, LLC. I am authorized to make this verification and statement of account on Petitioner's behalf. This verification and statement of account is based upon my personal knowledge and belief and reflected in records maintained by Petitioner in the regular and ordinary course of business. I have read the foregoing Notice and Certificate of Mechanic's Lien and certify that the matters set forth therein are true and accurate to the best of my knowledge, except those matters and things therein alleged to be on information and belief, and as to those I believe them to be true.

2. That the sum of Seven Thousand One Hundred Eighty-Four and 34/100ths Dollars ($7,184.34) is currently due and owed to Clear Skies Restoration, LLC as shown on the Invoice attached and incorporated herein.

3. That the sum is due for labor and materials supplied by Clear Skies Restoration, LLC to Ivan Martinez in connection with the improvements performed at the real estate commonly known as 2 Landstone Court, located in Greenville County, South Carolina.

FURTHER AFFIANT SAYETH NAUGHT.

Brett Levine

Brett Levine, Owner
Clear Skies Restoration, LLC

Sworn to and subscribed before
me this 23rd day of March, 2018

Seana L Heath

Notary Public, State of Georgia
My Commission Expires: 12.17.21

SEANA L HEATH NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES DECEMBER 17, 2021

EXHIBIT "B"

2018025246 MI BK 0136 PG 1197

2018039707 MI BK 0138 PG 0180

COMMERCIAL & RESIDENTIAL

220 North Main Street
Suite 500
Greenville, SC 29601

Local: (864)551-4858
Toll Free: (800)419-4420
info@csrlocal.com

CLEAR SKIES RESTORATION

Roofing – Siding – Gutters

*Licensed *Bonded *Insured

Contract Dated and Signed:	4/10/2017
Date Last work Completed: (Garage Wraps)	1/12/2018
Date Attempted Final Payment Pickup and Last Communication:	1/19/2018
Total Amount of Insurance Claim Contracted (Claim #: 446252-174114-113801):	$23,052.50
Less Work Subcontracted back to Homeowner Other Structures:	$2,164.89
Less Work Subcontracted back to Homeowner Personal Property:	$466.38
Other Items Not Completed By Clear Skies:	
Front Elevation	
Replace Stucco patch / small repair - ready for color	$158.98
Seal & paint stucco	$45.42
R&R Window screen, 1 - 9 SF	$139.06
Left Elevation	
R&R Window screen, 1 - 9 SF	$185.38
Replace Comb and straighten a/c condenser fins - with trip charge	$182.62
Rear Elevation	
R&R Window screen, 1 - 9 SF	$417.17
Right Elevation	
R&R Window screen, 1 - 9 SF	$46.35
Credits Total:	$3,806.16
Total:	$19,246.34
Payments Made to Clear Skies Restoration (Photos attached):	
Check #2001 Wells Fargo Bank 5/11/2017	$4,862.00
Check #2002 Wells Fargo Bank 6/08/2017	$4,000.00
Check #2003 Wells Fargo Bank 6/08/2017	$3,000.00
Cash Payment	$200.00
Check #3001 Wells Fargo Bank 1/19/2018 (Not Accepted noted as Final Payment)	$1,500.00

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

2018025246 MI BK 0136 PG 1198 (LAST PAGE)

2018039707 MI BK 0138 PG 0181

Service of Process by:
161033-0001

Court Date:

Greenville County Sheriff's Office
Civil Division

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

Party Requesting Service:

HOLDER PADGETT LITTLEJOHN & PRICKETT
Attn: Taylor Moore
P.O. Box 1804
Greenville, SC 29602

AFFIDAVIT OF NON-SERVICE
Ivan Martinez

Clear Skies Restoration, LLC, License NO. 56425, et. al., Plaintiff(s)
vs.
Ivan Martinez, et. al., Defendant(s)

Case No:

EXHIBIT 2

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

Documents Served: the undersigned attempted to serve the documents described as:

Cover Letter

Notice and Certificate of Mechanic's Lien

Exhibit A, B

Service of Process on: The undersigned attempted to serve the documents on Ivan Martinez and after due and diligent efforts, was unable to effect service. The following is a list of the attempts made to effect service:

Attempts:

Dates Times of Attempted Service	Address Attempted	Details of Attempts
03-Apr-2018 3:00 pm	2 Landstone Ct. Greer, SC 29650	No one home, left card.
17-Apr-2018 5:20 pm	2 Landstone Ct. Greer, SC 29650	No one home, left card.
28-Apr-2018 10:23 am	2 Landstone Ct. Greer, SC 29650	No one home, left card. No response to cards left.

Signature of Deputy: Subscribed and sworn to before me this 30th day of **April, 2018.**

Kathy F Williams
Notary Public for South Carolina
My Commission Expires: 3/11/26

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

Jason M. Seay

Rec. 091

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

M/LIEN Book: MI 0141 Page: 0573 - 0576
2018072813
4 Pgs
September 26, 2018 09:56:16 AM
Rec: $10.00
E-FILED IN GREENVILLE COUNTY, SC

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA	)	IN THE OFFICE OF THE
	)	REGISTER OF DEEDS
COUNTY OF GREENVILLE	)	
	)	
Clear Skies Restoration, LLC, LICENSE NO. 56425	)	
	)	
Petitioner,	)	**AMENDED NOTICE AND CERTIFCATE OF MECHANIC'S LIEN Book: MI 0136 Page: 1194-1198**
	)	
v.	)	
	)	
Ivan Martinez and Paula A. Martinez,	)	
	)	
Respondents.		

TO: THE RESPONDENTS ABOVE NAMED:

PLEASE TAKE NOTICE that the Petitioner, Clear Skies Restoration, LLC, by virtue of the attached Verification and Statement of Account, hereby amends the Mechanic's Lien it previously filed (Book MI 0136 Page 1194-1198) upon the same building and structures located on the real property therein described and upon the interest of the owners as well as any leasehold or other interest thereof in the real property hereinafter described by virtue of its agreement with Ivan Martinez. This lien is in the amount of Seven Thousand One Hundred Eighty-Four and 34/100ths Dollars ($7,184.34), for labor and materials supplied by Clear Skies Restoration in connection with the construction of improvements at 2 Landstone Court, Greenville County, South Carolina. Said real estate is also further described in "**Exhibit A**" which is attached hereto and incorporated herein by reference. Petitioner craves reference to **Exhibit "B"** attached hereto and incorporated by reference, which is a just and true statement of account of monies currently due in the amount of Seven Thousand One Hundred Eighty-Four and 34/100ths Dollars ($7,184.34).

FURTHER NOTICE IS HEREBY GIVEN that the labor and materials were last furnished within ninety (90) days of the date that Petitioner claimed a lien on the stated premises, structures, buildings and tract of land, pursuant to § 29-5-10, et seq. of the Code of Laws of South

EXHIBIT D

Carolina, 1976, as amended, to secure the payment of the debt, an itemized and verified statement of which is attached hereto and incorporated herein by reference; that the said Petitioner has a claim on said premises, structures, buildings and said tract of land to secure payments of an additional sum to cover the costs and disbursements of any action to foreclose the aforementioned lien, including reasonable attorneys' fees, all pursuant to the provisions of the statutes applicable to such cases.

This the 25th day of September, 2018.

By: _____

M. Stokely Holder (SC Bar #73892)
Anna L. Bullington (SC Bar # 102503)
Holder, Padgett, Littlejohn + Prickett, LLC
P.O. Box 1804
Greenville, SC 29602
(864) 335-8808
sholder@hplplaw.com
abullington@hplplaw.com
Attorneys for Clear Skies Restoration, LLC

2018072813 MI BK 0141 PG 0574

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

EXHIBIT "A"

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 22 of Ascot subdivision, as shown on that certain subdivision plat entitled "Ascot, Sheet One of Two," prepared by Wooten Surveying Co., Surveyors, dated April 14, 1999, and recorded in Plat Book 39-W at Page 23 in the office of the Greenville County Register of Deeds; and shown more recently on that certain plat of survey entitled "Survey for Matthew C. Watson [and] Abby C. Watson," prepared by PLS, Inc., dated December 11, 2000 and recorded in Plat Book 43-G at Page 88 in the office of the Greenville County Register of Deeds, reference hereby being made to the more recent plat for a more complete and accurate description thereof.

Being the same property conveyed to Matthew C. Watson and Abby C. Watson by deed of Pulte Homes of South Carolina, Inc. dated December 13, 2000 and recorded December 14, 2000 in Deed Book 1935 at Page 1654 in the office of the Greenville County Register of Deeds.

TMS#: 0534.33-01-022.00

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA	)	IN THE OFFICE OF THE REGISTER OF DEEDS
COUNTY OF GREENVILLE	)	
Clear Skies Restoration, LLC,	)	
Petitioner,	)	**VERIFICATION AND STATEMENT OF ACCOUNT**
v.	)	
Ivan Martinez,	)	
Respondent.	)	

PERSONALLY APPEARED before me, Brett Levine, who first being duly sworn, deposes and says:

1. That I am the owner of Clear Skies Restoration, LLC. I am authorized to make this verification and statement of account on Petitioner's behalf. This verification and statement of account is based upon my personal knowledge and belief and reflected in records maintained by Petitioner in the regular and ordinary course of business. I have read the foregoing Notice and Certificate of Mechanic's Lien and certify that the matters set forth therein are true and accurate to the best of my knowledge, except those matters and things therein alleged to be on information and belief, and as to those I believe them to be true.

2. That the sum of Seven Thousand One Hundred Eighty-Four and 34/100ths Dollars ($7,184.34) is currently due and owed to Clear Skies Restoration, LLC as shown on the Invoice attached and incorporated herein.

3. That the sum is due for labor and materials supplied by Clear Skies Restoration, LLC to Ivan Martinez in connection with the improvements performed at the real estate commonly known as 2 Landstone Court, located in Greenville County, South Carolina.

FURTHER AFFIANT SAYETH NAUGHT.

Brett Levine, Owner
Clear Skies Restoration, LLC

Sworn to and subscribed before
me this 25th day of March, 2018

Notary Public, State of Georgia
My Commission Expires: 12.17.21

SEANA L HEATH NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES DECEMBER 17, 2021

EXHIBIT "B"

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Clear Skies Restoration, LLC,	)	L.P. No.: 2018-CP-23-_____
	)	
Plaintiff,	)	
	)	
v.	)	**LIS PENDENS**
	)	
Ivan Martinez,	)	
	)	
Defendant.	)	
	)	

NOTICE IS HEREBY GIVEN, pursuant to S.C. Code Ann. § 15-11-10, that not more than 20 days from the filing of this Notice of Lis Pendens, an action will be, or has contemporaneously herewith been, commenced by Plaintiff Clear Skies Restoration, LLC against the above-named Defendant for the purpose of determining the rights of the Plaintiff in and to the property with an address of 2 Landstone Court Greer, South Carolina, 29650, and as more fully described in **Exhibit "A"**, which is attached hereto and incorporated by reference.

Respectfully submitted,

HOLDER, PADGETT, LITTLEJOHN + PRICKETT, LLC

s/ M. Stokely Holder

May 31, 2018
Greenville, SC

M. Stokely Holder (SC Bar #73892)
F. Lee Prickett, III (SC Bar # 76178)
Anna L. Bullington (SC Bar # 102503)
110 West North Street, Suite 100
Greenville, SC 29601
(864) 335-8808
sholder@hplplaw.com
lprickett@hplplaw.com
abullington@hplplaw.com
Attorneys for the Plaintiff

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

EXHIBIT "A"

Property Description

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 22 of Ascot subdivision, as shown on that certain subdivision plat entitled "Ascot, Sheet One of Two," prepared by Wooten Surveying Co., Surveyors, dated April 14, 1999, and recorded in Plat Book 39-W at Page 23 in the office of the Greenville County Register of Deeds; and shown more recently on that certain plat of survey entitled "Survey for Matthew C. Watson [and] Abby C. Watson," prepared by PLS, Inc., dated December 11, 2000 and recorded in Plat Book 43-G at Page 88 in the office of the Greenville County Register of Deeds, reference hereby being made to the more recent plat for a more complete and accurate description thereof.

Being the same property conveyed to Matthew C. Watson and Abby C. Watson by deed of Pulte Homes of South Carolina, Inc. dated December 13, 2000 and recorded December 14, 2000 in Deed Book 1935 at Page 1654 in the office of the Greenville County Register of Deeds.

TMS#: 0534.33-01-022.00

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Clear Skies Restoration, LLC,	)	L.P. No.: 2018-LP-23-00525
	)	
Plaintiff,	)	
	)	
v.	)	**AMENDED LIS PENDENS**
	)	
Ivan Martinez and Paula A. Martinez,	)	
	)	
Defendants.	)	
	)	

NOTICE IS HEREBY GIVEN, pursuant to S.C. Code Ann. § 15-11-10, that not more than 20 days from the filing of this Amended Notice of Lis Pendens, an action will be, or has contemporaneously herewith been, commenced by Plaintiff Clear Skies Restoration, LLC against the above-named Defendants for the purpose of determining the rights of the Plaintiff in and to the property with an address of 2 Landstone Court Greer, South Carolina, 29650, and as more fully described in **Exhibit "A"**, which is attached hereto and incorporated by reference.

Respectfully submitted,

HOLDER, PADGETT, LITTLEJOHN + PRICKETT, LLC

s/ M. Stokely Holder

M. Stokely Holder (SC Bar #73892)
F. Lee Prickett, III (SC Bar # 76178)
Anna L. Bullington (SC Bar # 102503)
110 West North Street, Suite 100
Greenville, SC 29601
(864) 335-8808
sholder@hplplaw.com
lprickett@hplplaw.com
abullington@hplplaw.com
Attorneys for the Plaintiff

September 26, 2018
Grenville, SC

ELECTRONICALLY FILED - 2018 Sep 26 10:49 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

EXHIBIT "A"

Property Description

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TMS#: 0534.33-01-022.00

ELECTRONICALLY FILED - 2019 Feb 19 1:21 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA)	
	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE)	
	CASE NO. 2018-CP-23-03124
Clear Skies Restoration, LLC,)	
)	
Plaintiff,)	
)	
-vs-)	TRANSCRIPT OF RECORD
)	
Ivan Martinez and Paula A.)	
Martinez,)	February 7, 2019
)	
Defendant.)	
)	

BEFORE: THE HONORABLE CHARLES B. SIMMONS, JR.

APPEARANCES:

Stokely Holder, Esquire
Attorney for the Plaintiff

Danette P. Hanks, CCR
Court Reporter

THE COURT: This is 2018-03124; Clear Skies versus Martinez. This is a mechanics lien foreclosure, amongst other causes of action pled. Notice of today's hearing was e-filed January 24th, 2019. Matter was set for 11:00. It is now approximately seven after eleven. Neither Defendant is present, nor have they contacted the Court. So be glad to hear from you.

MR. HOLDER: Thank you, Your Honor. In all the years I've been practicing construction law and filing mechanics liens and litigating mechanics lien foreclosure cases, this is the first one I've had to actually get to this point. So I beg the Court's indulgence. I'm kind of shooting from the hip, sort of, here. I've got a record of hearing I'm happy to pass up.

THE COURT: I think since they were personally served and since they're in default and not present if you could just go through the debt figures and any other pertinent information. I think that's all that's necessary.

MR. HOLDER: Okay. I'll be happy to, Your Honor. The principal balance due on the debt as reflected in the pleadings is $7,184.34; interest due pursuant to the terms of the contract, which would be 1.5 percent per month amounts to, as of today's date, $1,360.50; the collection costs, filing fees, service of process fees in the amount of $655.84; the attorney's fee is based on a contingency fee agreement with the Plaintiff and my firm, those fees amount to $2,819.80, which is a third of the principal and interest owing, exclusive of the costs; for a total

ELECTRONICALLY FILED - 2019 Feb 19 1:21 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

debt of $12,020.48.

And Your Honor, there is -- there exists, from what I can tell, two senior mortgages on the property. It's my understanding that it's the Court's preference if the foreclosure sale is ordered that the debt or the payoffs on those senior mortgages are announced at the sale. We would respectfully request that that be ordered. And we're happy to agree to provide notice of that Order on those mortgagees. And we would -- and I don't know the custom, Your Honor, but I would ask that in the Order that we provide to those mortgagees that they provide that payoff information within a certain period of time to ---

THE COURT: Go off the record just a minute, Danette.

(OFF THE RECORD)

THE COURT: We've been off the record discussing the practical realities of the first and second mortgage holders. So I understand, Mr. Holder, you will set out the priority of these and also the date and time of the original principal sums and you'll attempt to contact attorneys for the first and second mortgage holders to see if they're in a position to provide a payoff. They may or may not be. But if you'll do that and then just email the proposed Order to Ms. Hanks, my court reporter.

MR. HOLDER: Okay, Your Honor. If I may request that we have a little bit of time to try to contact those attorneys before I submit an Order to you, which would include the date of

ELECTRONICALLY FILED - 2019 Feb 19 1:21 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

the sale?

THE COURT: Yeah, I'm okay with that. I just don't want to get stuck out there ---

MR. HOLDER: Oh, I agree.

THE COURT: --- floating around the world too long. And believe me, Ms. Hanks does a good job of following up with lawyers.

MR. HOLDER: All right. Thank you, Your Honor.

THE COURT: Yes, sir. Thanks for coming over.

END OF REQUESTED TRANSCRIPT OF TESTIMONY

ELECTRONICALLY FILED - 2019 Feb 19 1:21 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

The undersigned, Danette P. Hanks, Court Reporter, Office of Master in Equity for Greenville County, South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of all of the proceedings had and evidence introduced in the hearing of the captioned case, relative to appeal, before The Honorable Charles B. Simmons, Jr., as Mater in Equity for Greenville County, South Carolina on the 7th day of February, 2019.

I do further certify that I am neither of kin, counsel, nor interest to any parties hereto.

February 19, 2019

Danette P. Hanks

Danette P. Hanks, CCR

ELECTRONICALLY FILED - 2019 Feb 19 1:21 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE) 2018-CP-23-03124

Clear Skies Restoration, LLC,)
)
Plaintiff,)
)
vs.)
) **TRANSCRIPT OF TESTIMONY**
Ivan Martinez and Paula A. Martinez)
)
Defendant(s).)
_____)

July 17, 2019
Greenville, South Carolina

B E F O R E:

HONORABLE CHARLES B. SIMMONS, JR., MASTER IN EQUITY

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

Michael Dodd, Esquire
Attorney for the Ivan Martinez

Clay Custer, Esquire
Attorney for Oriole Properties, LLC
And Rallis Holdings, LLC

Danette P. Hanks, CCR
Court Reporter

THE COURT: This is 2018-03124. Here in the matter of Clear Skies Restoration versus Martinez. And there have been several issues that have come up relatively recently. But the -- I believe the only issue here today is the writ of assistance filed by the third-party purchaser, Rallis Holdings, LLC and Oriole Properties. There was a foreclosure sale and these were the high bidders at the foreclosure sale. And now they have filed a writ of assistance. And Mr. Martinez, only, Ivan Martinez filed a pro se motion to stay on July 2, 2019 asking for 160 days additional time in the property. And then earlier today Mr. Michael Dodd of the Greenville bar filed a motion to set aside the underlying foreclosure action. And that was filed on July 17, which is today, at 10:03 a.m. And so Mr. Dodd, are you representing now Mr. Martinez in this matter, as well?

MR. DODD: That's correct, Your Honor.

THE COURT: Okay. Then Mr. Custer, be glad to hear from you.

MR. CUSTER: Okay. Well, Your Honor, and I told Mr. Dodd -- we've had several conversations -- that I was fine if the Court wanted to address the motion that just got filed four hours ago. He ---

THE COURT: I can't address that one because ---

MR. CUSTER: Oh, okay.

THE COURT: --- because the attorney for Clear Skies Restoration is not present.

MR. CUSTER: That is true. That is true. So anyway, obviously we oppose it, and I suspect that Mr. Stokely Holder was going to oppose it, as well, when he gets it. But anyway, Mr. Dodd sent me a courtesy copy this morning because I couldn't pull it up online. But I got a notice yesterday it had been filed and rescinded. I don't know if that was an issue at the clerk's office or what.

But anyway, with regard to the motion, we did request a hearing. We do not think 160 days is appropriate. Mr. Martinez, from what I understand, is saying that he -- with the Affidavit he filed this morning on the other motion is saying that he didn't know about this. In fact, a review of the Court file does indicate that he was, according to two different process servers, he was served on July 1, 2018 with the Summons and Complaint and there was actually an amended Summons and Complaint that was filed and he was served that, as well, personally ---

THE COURT: Now, the second, the Amended, was served via substituted service; correct?

MR. CUSTER: I don't know if I brought the actual Affidavit with me.

THE COURT: Well, I pulled it earlier today and looked at it.

MR. CUSTER: Okay. You may be correct. Okay. And that was in October. So then he also was served, I think by mail, with a motion for the default on December 21, 2018. He

was, according to the file, served with a notice of a hearing by mail on January 24, 2019, for the February 7, 2019 hearing that was held before Your Honor. He did not appear at the February 7, 2019 hearing. And then, of course, a judgment was held up for a period of time and was subsequently entered three months later, in May, following which there was the sale on June 3 which the Court already referenced.

Anyway, he had two notices posted at his -- two attempts from the sheriff's department. Did not come to the door or respond, following which they posted the notice, and then after getting the notice posted, then he came and filed this motion the very next day.

So I think from the third-party purchaser's perspectives, for Rallis Holdings and Oriole Properties, it would say that there's been plenty of notice. I think the eviction notice was for July -- the 21 days will run next Monday or Tuesday. Certainly if he needs a couple week extension, I know that the Court usually does some things like that trying to just make it a little smoother. And we don't have any opposition to that, till, you know, sometime maybe in early or mid-August or whatever. But 160 days is just not appropriate under the circumstances.

And the motion that got filed this morning, obviously we're going to oppose that, and I don't think that's -- whenever that is heard, I don't think that should affect the outcome of what this motion is here that's pending today.

THE COURT: All right. And implicit in all this is the deed has been issued to Rallis Holdings and Oriole Properties following the foreclosure sale.

MR. CUSTER: On June 11th. I was skipping my chronology just trying to be brief, but I skipped probably the most important thing, you're right, which is June 11. And then the sale was June 3, the deed was issued in the joint names of Oriole Properties and Rallis Holdings, LLC on June 11. Kevin Brady, who was representing those parties, and whom I'm co-counsel with, but his office then filed for a petition for a writ which was issued on June 12. And then that was taken to the -- by Guest & Brady to the sheriff's office and they then -- it took them about three weeks, actually, to actually post the service.

THE COURT: Okay. All right, Mr. Dodd, be glad to hear from you.

MR. DODD: Thank you, Your Honor. This motion, as the Court is aware, and as Mr. Custer stated, was filed pro se by Ivan Martinez. And he then hired me. We're making a motion here today pursuant to Rule 62(b) and the Court has the discretion to stay the writ or any other judgment or Order while a motion -- pursuant to Rule 60 to vacate the foreclosure judgment to set aside the sale, while that is pending the Court may stay the writ of assistance or writ of ejectment, which has been issued. And the Court -- I'm sorry -- Mr. Martinez, the real issue is notice. He truly believes that he for the first time was served with

notice that something was going to happen to his home on I believe it was July 1st or July 2nd when the ---

THE COURT: Of this year?

MR. DODD: Of this year, Your Honor, when the writ was taped to his door. And he actually showed up in my office on July 12th with this stack of papers and said, these are the only papers I've ever seen related to this lawsuit, which was the writ. He did admit to having several phone conversations with counsel for Clear Skies, Stokely Holder, and I believe others in his office in an effort to resolve that debt, but never had any clear understanding that there was any other pending action, and certainly not something that would jeopardize his home. It is his home. It's the only place he's lived since moving here. He lives there with his two sons; one is 13, one is 18.

During the time of this action he went through a divorce. The divorce was finalized, I believe some time in 2017, so it would have been the time period when there was the actual dispute prior to the lawsuit having been filed.

During that time Mr. Martinez states in his Affidavit, which was filed with the notice of motion to set aside the sale. Do you have a copy of that, Your Honor?

THE COURT: Yes, sir.

MR. DODD: He states that he has never seen one piece of paper related to this despite the fact that the record shows that he was served. He has stated to me, he has stated in front

of a notary, you know, on his oath and affirmation that the only piece of paper that he has related to this matter was what he handed to me when he showed up in my office a few days ago.

And so the basis for our motion for relief from the judgment will be based on that lack of notice, the lack of procedural due process and just the equity that we believe is required in this situation to allow Mr. Martinez to be heard. Now whether or not the Court decides to rule in his favor is not a decision that we believe is before the Court today. We're simply asking that the Court would stay the writ for ejectment until such time as the underlying cause of action is heard and then there's a final decision made before the Court.

THE COURT: All right. Well, what's his response to -- there's an Affidavit of Service filed July 3rd, 2018 that shows he was personally served at 2 Landstone Court, which is the address of the real property, on July 1st at 6:10 p.m., it says by personally delivering copies to the person being served, the Lis Pendens, the Summons and Complaint and the exhibits.

MR. DODD: Your Honor, we spoke about that particular day at length, actually, in my office. And we looked it up on the calendar and it was a Sunday. He said that probably there would have been a lot going on that day with his teenage boys. And during that period of time he and his wife were in a very, very combative, argumentative state. There was often -- there were often things that were misplaced in their home or the wrong

person got things. He doesn't have any recollection of being served on that day. He feels like he would have remembered that had he been served, you know, physically in person as the Affidavit stated. But he has stated to me over and over again that he's never been personally served, to his recollection.

Now, to address your question of how might he not remember or not have any recollection of it, Mr. Martinez does have extreme posttraumatic stress disorder.

THE COURT: And I saw that he served our country in law enforcement. Have great respect for any law enforcement officer. So, Mr. Martinez, I genuinely appreciate that. And I'm so sorry that that led to the disability status.

MR. DODD: So I think he's gone through periods, particularly during the time period in which he was going through that divorce where, as he's stated to me, it's as if things sped up and didn't happen. And not to say that that necessarily excuses anything, but to the best of his recollection he has not been served with ---

THE COURT: Here's what I'm going to do, gentlemen. Well, let me ask first. Mr. Dodd, in the next ten to fourteen days, any plans of being out on vacation or any ---

MR. DODD: Well, Your Honor, actually from the 26th through -- 22nd through the 26th I'll be in Daytona Beach, Florida with the young from our church on a mission trip. But other than that, no, Your Honor.

THE COURT: All right. Mr. Custer.

MR. CUSTER: Next ten to fourteen days I'm going to be in Florida visiting my daughter and grandkids; August 7th through 10th.

THE COURT: All right.

MR. CUSTER: I don't know if that falls in the window or not. Other than that, no, Your Honor.

THE COURT: Here's what I'm going to do, subject, of course, to Mr. Holder's calendar, I'm going to have this matter set on the underlying motion to set aside the week of July 29th. So that's about ten days out. And I anticipate that I will rule at that time on all issues relative to the underlying motion to set aside, as well as all other issues at that point.

I just feel like the better, more prudent course, of course, is to allow Clear Skies to fully litigate the issues, as well as Mr. Martinez.

I do want to have one thing clarified. So, Mr. Dodd, you're telling me that Paula Martinez, under no circumstances, is living or residing in the house?

MR. DODD: That's correct, Your Honor.

THE COURT: Okay. Then -- so I will have Ms. Herrmann, formerly Ms. Kimbrell, get with both of you later on today and also Mr. Holder to get something set the week of July 29.

MR. DODD: Excellent. Thank you.

THE COURT: In the meantime, Mr. Martinez, certainly

you can continue to reside in the premises.

Thank you, gentlemen.

MR. CUSTER: Thank you, Your Honor.

MR. DODD: Thank you, Judge.

-----END OF REQUESTED TRANSCRIPT OF RECORD-----

The undersigned, Danette P. Hanks, Court Reporter, Office of Master in Equity for Greenville County, South Carolina do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of all of the proceedings had and evidence introduced in the hearing of the captioned case, relative to appeal, before The Honorable Charles B. Simmons, Jr., as Master in Equity for Greenville County, South Carolina on the 17th day of July, 2019.

I do further certify that I am neither of kin, counsel, nor interest to any parties hereto.

December 9, 2019

Danette P. Hanks

Danette P. Hanks, CCR

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS
2018-CP-23-03124

Clear Skies Restoration, LLC,

Plaintiff,

vs.

Ivan Martinez and Paula A. Martinez

Defendant(s).

TRANSCRIPT OF TESTIMONY

August 1, 2019
Greenville, South Carolina

B E F O R E:

HONORABLE CHARLES B. SIMMONS, JR., MASTER IN EQUITY

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

Stokely Holder, Esquire
Attorney for Plaintiff

Michael Dodd, Esquire
Attorney for the Ivan Martinez
And Paula Martinez

Clay Custer, Esquire
Attorney for Oriole Properties, LLC

Brooks Haselden, Esquire
Attorney for Rallis Holdings, LLC

Danette P. Hanks, CCR
Court Reporter

THE COURT: For the record, this is 2018-03124. Here today on motions by the Martinez Defendants. And just by way of a very brief background, this is a mechanics' lien action that resulted in the real property in question, 2 Landstone Court in Greer, being sold on June 3, 2019 at the monthly foreclosure sale. And the property was sold to a third-party purchaser, Rallis Holdings, LLC and Oriole Properties, LLC, and a deed was issued to them following full compliance on June 11, 2019, that was duly and timely recorded in the Greenville County ROD.

So subsequent to that and subsequent to a writ of assistance being filed, the matter is now here, as I noted momentarily ago, by way of a motion by Ivan Martinez and Paula Martinez, both asking that the underlying judgment be set aside and the matter litigated on the merits.

So let me start with Mr. Dodd, if you would identify yourself and also who you're here on behalf of today.

MR. DODD: Thank you, Your Honor. Michael Dodd, and I am here today on behalf of Ivan Martinez and also Paula Martinez, who are both the Defendants in this case. And Your Honor, I did -- and I've spoken with counsel regarding Paula Martinez, who I met for the first time in my office yesterday, and asked for assistance and representation in this matter, so a notice of appearance was filed, as well as a motion to stay proceedings pursuant to Rule 62(b) and also a subsequent motion for relief to set aside the foreclosure sale and the judgment, as well, Your

Honor.

THE COURT: All right. Thank you. Mr. Custer.

MR. CUSTER: Clay Custer on behalf of Oriole Properties, LLC. At the last hearing I was representing them, as well as Rallis Holdings, LLC, but new counsel is here for Rallis Holdings, LLC.

THE COURT: All right, new counsel.

MR. HASELDEN: Brooks Haselden here on behalf of Rallis Holdings.

THE COURT: All right.

MR. HOLDER: Stokely Holder here on behalf of the Plaintiff, Clear Skies Restoration, LLC.

THE COURT: All right. Gentlemen, let me ask, I guess, from all sides. Obviously the motion of Ivan Martinez has been filed for some time. Are we going to address both motions this afternoon? Certainly that would be the course of preference. But also if there's any issue about timeliness of Paula Martinez's motion then be glad to hear from anyone.

Mr. Custer, any objection to hearing both motions?

MR. CUSTER: No. On behalf of Oriole Properties, we'll waive any objection to timeliness so we can have them all heard together.

THE COURT: Mr. Haselden.

MR. HASELDEN: Same here, Judge.

THE COURT: Mr. Holder.

MR. HOLDER: Same here, Your Honor, however with a caveat. We need to supplement the record after the hearing, be necessary to reserve ---

THE COURT: Well, my general of preference is to rule from the bench whenever possible. So if there are any issues that rise to the level of having that, then I would certainly be glad to leave the record open.

MR. CUSTER: We believe we have a law that addresses both issues, Your Honor, so I think the Court could rule today. But we would concur not only to the extent the Court feels it's necessary for us to supplement to help the Court with some additional case law.

THE COURT: Okay. So Mr. Dodd, let's first move into the motion by Mr. Ivan Martinez.

MR. DODD: Thank you, Your Honor. Yes, this is a motion for relief from the judgments, for a new trial based on Ivan Martinez's belief and his Affidavit that has been previously filed and submitted stating that he did not receive proper service. It is his belief that he has no recollection of anything regarding this other than the underlying dispute with Clear Skies prior to receiving a notice of sale and then a subsequent writ of ejectment on approximately July 2nd when he first got notice of the judgment when he first came to my office and we met and discussed the case at length on or around I believe July 10th is when that happened, so it's his position

that the motions are timely and that due to the mistake or surprise or excusable neglect on Mr. Martinez's part, that the Court rule that the foreclosure sale, as well as the judgment, be set aside and he be given an opportunity to have procedural due process and defend his case against Clear Skies.

Mr. Martinez has also -- you want me to stop there and not address anything outside of that particular motion at this time or do you want me ---

THE COURT: The only thing I want to address at this point is the motion of Mr. Ivan Martinez. So if there's anything else on the motion to set aside related to Ivan Martinez, certainly be glad to hear from you.

MR. DODD: Thank you, Your Honor. As I mentioned, in his sworn Affidavit he does not believe that service was perfected on him and he did not receive notice as required of the foreclosure sale, but then received notice of the fact that his home was sold after-the-fact. And so he is asking that the Court rule that the sale be invalidated and that the judgment be overturned and he be allowed to take up his case against Clear Skies. Thank you, Your Honor.

THE COURT: All right. Let me ask you, Mr. Dodd, what is the Court to do with the Affidavit of Service filed on July 3rd, 2018 stating that Mr. Ivan Martinez was personally served at 2 Landstone Court in Greer?

MR. DODD: Your Honor, I'll be happy to address that

for the Court. It's Mr. Martinez's assertion that he never received that notice. I believe that was a Sunday afternoon and he said he typically would have been doing something with his children, probably, during that time. He was not married to his wife at that point in time. They would have probably been back and forth with their sons. He doesn't recall the day exactly, but just says that he does not recall ever seeing anyone in person hand him any papers related to this matter and he has no recollection of ever being served. And obviously he did not ---

THE COURT: How about the notice of hearing that was e-filed January 24, 2019 by Mr. Holder's law firm, along with the certificate of mailing showing that Mr. Martinez was served with notice of hearing at 2 Landstone Court, Greer, SC?

MR. DODD: Your Honor, I do see that in the record. Do you know if that's a certified mailing that he would have signed for?

THE COURT: Typically I would assume it's regular mail, but we certainly have Mr. Holder, who can address that.

MR. DODD: Sure. Mr. Martinez says that he does not recall ever receiving that.

THE COURT: And there's no allegation or contention that the property was not duly advertised under state law in the Greenville News; is that correct? I just want to make sure I understand what the issues are and what aren't the issues, because there is a publisher's affidavit stating that it was.

MR. DODD: To the best of Mr. Martinez and Mrs. Martinez, they do not recall ever seeing anything related to the advertisement for sale, although we have no way to verify anything other than what is stated in the record, Your Honor.

THE COURT: Okay. And the record does reflect that a legal ad was run May 17, May 24 and May 31, 2019.

All right, Mr. Holder, let me hear from you. And again, just on Ivan Martinez.

MR. HOLDER: Well, Your Honor, I think as the Court notes, the record reflect sworn Affidavits that address these service issues. And as an officer of the Court I spoke with that process yesterday, named Michael McNamara, and he recalls vividly having served Mr. Martinez after a lot of effort. And I think his Affidavit, not having been contested up to this point, there no contest that the notices -- the multiple notices that Mr. Martinez received would include the motions that we argued before Your Honor in regards to the underlying default together with the underlying foreclosure which led, of course, to the judgment and sale. As the record reflects those notices were also properly provided to Mr. Martinez. I don't know what to tell you other than the fact that as an officer of the Court I know of no fact that would lead me to believe that the representations in those Affidavits and notices are untrue.

THE COURT: All right. Mr. Haselden.

MR. HASELDEN: For the purpose of Mr. Martinez's

motion, from Rallis Holdings' perspective, the Court issued an Order on this matter and made findings of fact in the record that these Affidavits were duly served and Mr. Martinez was duly served. And we think that from our perspective that closes that matter as to the third-party purchaser.

THE COURT: All right. Mr. Custer.

MR. CUSTER: Yes, Your Honor. We would concur with that. The -- it's an interesting I guess factual dispute maybe that if Mr. Martinez had submitting an Affidavit saying he wasn't served and you have an Affidavit from a process server, I think two of them actually in the file; one with the first Complaint and one with the Amended Complaint three months later. So he was served on July 1st at 6:10 p.m. and he was served with the Amended Complaint on October 22nd at 6:26 p.m. But the Court doesn't even have to get to that because of the Bona Fide Purchaser Statute which clearly says that the sale is res judicata as to any and all bona fide purchasers for value without notice, notwithstanding that such sale may not be subsequently confirmed by the Court. And this particular issue which actually addresses both the argument he just made for Mr. Martinez but also I think the novel issue that he raised yesterday afternoon for Mrs. Martinez is addressed by the case of *Robinson versus Harris*, which was a Court of Appeals decision that I know the Court is familiar with from 2009 where they actually had a much more involved -- I have an extra copy, Your Honor.

THE COURT: Thank you. Please hand it up to my bailiff.

MR. CUSTER: Yes, sir. I highlighted a few parts of it and I highlighted the same sections there for Mr. Dodd. But you know, this was a decision where there was also a foreclosure judgment and it was moved to be set aside and it was involving an estate and there were a number of Defendants who needed to be served because of the matter being in a family. And with regard to one of the Defendants, they submitted an Affidavit after-the-fact that they served the wrong person. It was the same name. I don't know if the name was James Brown and whatever the name was, but they served the wrong James Brown. And another one of the heirs who also had to be served, they presented an Affidavit that that heir was actually in another county and had been adjudicated incompetent. So that heir should have been served by a guardian. And the Court said, no, those are good arguments, but it doesn't matter with respect to the bona fide purchaser. The sale is final. The statute addresses that and it goes through the public policy behind that.

That's what we have here. And just to short circuit it, I mean it's the same thing with regard to the wife. I mean we could maybe look up some articles as to whether under Rule 4, if you've been divorced or for that matter separated and you've moved out and yet you still have on the tax records that that's your house and you still -- you're still listed as getting the

four percent owner occupant rate, whether leaving it at the person's, quote, dwelling house or usual place of abode, whether that's one or the other or whether the legislature in enacting Rule 4 really meant for those to mean the exact time. She says in her Affidavit she filed yesterday, actually I was living on Pelham Road. And if the Court were to open that door then there would be no need -- it wouldn't matter if you were divorced or not. Somebody could submit an Affidavit after-the-fact and just say, well my husband and I are separated. I don't know why the Rule would be any different, and I wasn't living there. And he never told me because we're not talking. Or you could have a second house at Kiawah, for that matter, and I go down there six months out of the year and my wife stays up here in Greenville and she never told me; we don't talk when I'm down there at Kiawah.

We don't have to even get to all that, as to what that means as to whether a dwelling house and -- because I would submit Landstone Court was still her dwelling house. She's listed; that's what that means. It apparently was not her usual place of abode as of 2018.

But that's neither here nor there with regard to a bona fide purchaser and the statute, which is cited in the *Robinson* case, 15-39-1870, which says -- and the Court confirmed that in the *Robinson* case, there's really only two things to look at when you have a third-party purchaser; number one, did the Master have,

quote, competent jurisdiction to execute and deliver the deed to the purchaser? And the Court found that clearly he did. And then second, was the purchaser a bona fide purchaser without notice? And the elements of that are they actually paid the purchase price. They required legal title to it. And it was a bona fide purchase.

And the Court said those might be good service arguments, but we just look at the Court file. And if the Court file didn't show that there was a problem with service, that's what the purchaser is on notice of. And that's what we have here. There's nothing in the Court file at the time of purchase or at the time that Mr. Rallis had Guest & Brady do the title search a few days after the sale or maybe a few days before the sale; I'm not sure. But whenever he had it done there's nothing in the Court file that shows that there was any issue as to Mr. Martinez saying, well, I was never properly served, or Mrs. Martinez saying, I wasn't served and I don't even live there, by the way. So that's the only issue and the Court really doesn't have to go any further than that.

THE COURT: Let me ask you, because as always you make very good arguments. The Martinez's were divorced. And I have the divorce decree pulled; it's 2015-2124. And the divorce decree was filed January 29, 2016. And in it -- and apparently they were both pro se. In it, it lists an address for Paula Martinez as 317 Honor Road, Duncan, South Carolina. Does the

fact that you have a divorce decree that is a public record notice enough to change the analysis under the bona fide purchaser analysis?

MR. CUSTER: I would say not. I don't think that you have to go looking at other things outside of the Court file and ---

THE COURT: But isn't this a matter of record?

MR. CUSTER: It is at the -- it's not online on the Greenville County Circuit Court stuff, but apparently you -- certainly you can go get at least parts of divorce -- I don't know if you can get the entire file, but I'm not a domestic -- don't do domestic work. But I know you can at least get the Complaint and the final decree.

THE COURT: Well, here is where I think the rub is, and I'm trying to decide where the Court will and should draw the line. Or let me ask you, where should the line be drawn, because clearly if you looked at just this file, the foreclosure file in 2018-3124, you've got an Affidavit of Service showing that Ivan Martinez was served not once but twice. The same with Paula Martinez. And they were served in 2018. But yet there is a divorce decree here in Greenville County -- I'm trying to make sure I'm correct -- that was filed January 2016 that says Paula Martinez doesn't reside at 2 Landstone Court, that she lives at 317 Honor Road in Duncan. Where do you draw the line between record notice and how far the Court should expect or require

lawyers to go when looking for matters of public record.

I'm going to get to you in a minute, Mr. Haseldon, unless you're just stretching.

MR. CUSTER: I'll give a quick answer and then I'll sit down and let Mr. Haseldon take over. But, you know, *Robinson*, obviously, some of that was a matter of record. The guardian, that was recorded somewhere. So the lawyer there could have gone -- whoever was doing the title search could have gone and presumably, you know, so that's I guess the first response I'll make to that. Secondly, though, this is -- what you just pointed out is -- was at the time this Complaint was filed, two or possibly three years old. So how far do you extend that and how much is a purchaser -- or the purchaser's title lawyer, if you will, supposed to then go digging around and guessing as to -- second guessing the Court's judicial finding in the judgment that service has been effectuated and has been proper.

For example, you can also pull up traffic tickets of people also online and you can get a few of those that show another address. At what point, again, does the real estate lawyer doing the title search need to step back and say, well, this has a different address. How do I know if that person is really at the address, etcetera, etcetera? Two or three years earlier, granted, you could maybe be on notice that at that time she's living somewhere else. But a lawyer who was looking at that doesn't know if they reconciled, doesn't know if that was a

temporary address while they were going through the divorce and is maybe back there.

In this particular instance, it should be incumbent on the spouse at some point -- that's why -- when you get divorced that's why spouses separate with the property and one of them gets their name off the deed; they get their name off the credit cards; and they get their name off the mortgage.

THE COURT: The divorce Order does not address real property at all. It's a fill in the blank, let me sign and get these people out of here kind of Order.

MR. CUSTER: Right. And I would say between doing that and not protecting yourself, if you will, if you don't trust your spouse -- and I'm not saying this is a situation where that was the case -- but if a spouse is leaving the house and leaving, you know, and is going to leave her name on the residence, leave her name on the mortgage, not take any steps to resolve all that, I would submit they do so at their own peril. And we have conflicting stories now about, you know, whether he got the notice and then didn't give it to her or whether he didn't get the notice at all, which is what he says in his Affidavit.

But be that as it may, with regard to a purchaser, to answer the Court's question, I would say that it's questions for a policy matter of how much do you want to put on a title lawyer to go outside other things and doing almost a -- not a wild goose chase, but doing more than what I think is customarily expected

of the title lawyers, other than what is in the chain of title and what's directly related to the property. And that is clearly a pretty collateral matter that, again, even had you known that three years earlier wouldn't tell, I would submit, a real estate lawyer who's doing his or her due diligence, that they can't then rely on the Court's Order that says service was effective.

THE COURT: And I understand those are the kind of questions that lawyers lose sleep over at night. And I really do understand that.

MR. CUSTER: Right.

THE COURT: Mr. Haseldon, you're anxiously ready to educate me, so I'll be glad to hear from you.

MR. HASELDEN: I went this morning, just as you did, and pulled these files. In 2012 Mr. Martinez and Ms. Martinez filed for divorce. And they evidently subsequently reconciled because there was a 2015 divorce case. In that file it notes in one of the Judge's Orders that at the hearing the parties need to memorialize the disposition of the property.

Now if you look at their schedule, the only -- they have no debt other than minor credit card debt and this one property. And as between the two of them, they were required to figure out who's getting the property. They're supposed to write that down. They had a note in the file that says, the parties have come to an agreement about how the property is to be distributed. It's never memorialized in the actual Order issuing the divorce

decree.

So if I'm the title -- here's the point. How far do I go on that? Did they reconcile -- they reconciled the first time.

THE COURT: That's the question.

MR. HAZELDON: But if it says in there that they figured out how to do this and it says on there she's living somewhere else and they had to live apart for a year before they get divorced and the children are living with him, does the property lawyer have to make an assumption about who owns that property? Where do they go? Where do I have to go to find this person? Do I have to track them down? Have they reconciled? You could go down a million rabbit trails on this trying to figure this out. How far do you go and what is required of a bona fide third-party purchaser, given that there's an Order from this Court that's a finding of fact that the Defendant was served and was served twice, that both Defendants were served. And there are Affidavits in the record to that point.

I don't know how much more you can require of a bona fide third-party purchaser for purposes of establishing that he is in good faith a bona fide thirty-party purchaser without notice. I don't know how you get more notice than that. You've got to go a long way down for that. So from our perspective we think that's established. And from this perspective, as Plaintiff noted, there are two things; was the -- was the foreclosure decree, was it appropriately entered? Yes, it was. The sale was held. None

of this information came to light until after the sale was done. And that's what was critical in the *Robinson* case. Since none of that was part of the record that you could go find at the time that the bona fide purchaser -- good faith purchaser for value could find that information.

THE COURT: All right. Mr. Holder, do you want to weigh in on anything else before I hear from Mr. Dodd?

MR. HOLDER: Briefly, Your Honor. There was a case filed in the United States Bankruptcy Court for the District of South Carolina; *McCullough versus I.P., LLC* case, and in that case the Court states that in reference to another case, they conclude service was effective at the residence if the residence contains sufficient indicia of permanence. And in the *Fassett v. Evans* case, the Court of Appeals in 2005, the Court determined that South Carolina does not define a dwelling house as place of abode. It says based on our view of the Federal Case Law, it appears that one's dwelling or place of abode is determined by the particularized facts of each case.

And in this case, I think the Court can take judicial notice of the deed that's been filed of record for all these years, it's not changed, indicating that Ms. Paula Martinez and Ivan Martinez were record title holders of the property and remain so until this foreclosure deed was filed. And if you look at Mr. Custer's point when it comes to the evidence that the tax records reflect insofar as four percent permanent residency taxation rate,

together with the facts that are asserted in their sworn affidavits, where on one hand Mr. Ivan Martinez states that he was divorced from Paula Martinez in 2017, and he says in that very next line, during the time of the dispute with the Plaintiff Clear Skies Restoration began, our divorce was being finalized and things were very unorganized at our home at 2 Landstone Court. And then Ms. Martinez says that they were divorced in 2016. She says since 2016 I've lived at this other Pelham Road address.

From their own inconsistent testimony, together with the very clear evidence that is derived from the public records, I think there is certainly, at a minimum, facts that would uphold the scrutiny and the analyses provided in both of these cases that I've referenced. In one of those cases, the *Fassett v. Evans* case, they reference another case in support of their holding that they said in this other case the Defendant bore the burden of proving he had established a new dwelling place. That mere assertion was not enough and that the evidence is that the family still resided at the former marital residence was evidence it was the usual place of abode. And I think as to Mr. Custer's point earlier when it becomes a distinction between the usual place of abode and a dwelling house. So I think, based on the record, to include the testimony of the Martinez's themselves, there is enough evidence and certainly indicia -- sufficient indicia of permanence to allow for this service of process to be

deemed proper.

THE COURT: All right. Mr. Dodd, several questions for you.

MR. DODD: Yes, sir.

THE COURT: And we've obviously gone outside of Mr. Ivan Martinez. But what's your client's position on the good faith bona fide purchaser analysis under the statute? And underlying that, or in conjunction with that, the line of cases that talk about the Court should preserve the sanctity of the foreclosure or a judicial sale. So how -- talk to me.

MR. DODD: So, Your Honor, in the 2017 case *Belle Hall Plantation versus Murray*, -- and I have a copies of that I've shared with everybody if you would like me to hand one up.

THE COURT: Hand it to my bailiff, please.

MR. DODD: The Court discussed this issue and it upheld -- it upheld a decision saying that the Master properly vacated a sale pursuant to Rule 60(b)(4) on the basis of that judgment being void for lack of personal jurisdiction. And it is our argument today that personal jurisdiction is lacking with regard to Ivan and Paula Martinez and that because of that the sale couldn't comply with the statute because the statute, as Mr. Custer read from the case law, the Court is required that the Court be one of competent jurisdiction. And if there hasn't been proper service effected on the Defendant, and Paula Martinez certainly has just as much skin in the game, so to speak, as Ivan

because they're both on the deed and they both have an ownership interest in the property. She, as well as Ivan, had the -- have the due process right to -- they should be afforded the opportunity to defend their case or proceed as they deem adequate against the underlying claims. And by not having notice by not being properly served, a judgment can't -- a judgment and subsequent sale can't satisfy those conditions in the statute, particularly the one related to competent jurisdiction.

The Court in that case did not discuss whether or not, whether or not to void judgment to satisfying the statutory requirement, but that is a logical argument to follow, is that if there isn't proper service and there's not proper due process, then the judgment has to be voided because it's just not proper. And the Defendant should have the ability from the time they receive notice of that judgment where the case -- and in this case Paula Martinez maintains that she didn't know about this until very recently. And in fact, both Paula and Ivan came to my office yesterday. And I can tell you, that as an officer of the Court, looking at their body language and the way they spoke to one another, I had one client who was terrified -- one potential client who ended up becoming a client because they really hadn't had any communication with one another. They did discuss that they briefly spoke to one another sometime after a graduation party and I believe, according to her Affidavit, it was mid-June. But it was after the sale had already taken place. And that was

the first that she had ever heard of anything related to this. And so to the issue of satisfying the statute, Your Honor, I believe that lack of personal jurisdiction is enough to void the judgment, and I believe that it prevents the sale from satisfying the statutory requirement.

THE COURT: How does the Court then -- and I'm asking a question I asked the other lawyers. Where does the Court draw the line? Because in here you've got an Affidavit of Service that facially appeared valid. And you send multiple notices of hearing which -- and there's never a response. And then the property is advertised and then the property is sold to a third-party purchaser. So if you go way back to the original action taken by the Plaintiff's lawyer, again, how do you draw the line? Is the Plaintiff's lawyer supposed to look at this and say, well, I know, Mr. Process Server, you show that you have filed and served in accordance with the Rules of Civil Procedure, but now does the Plaintiff's lawyer have to go behind that and say, well, let me double check and make sure you've done your job the right way.

MR. DODD: Your Honor, that's a very good question. It's one that I've wrestled with, not just in this case. But I do believe the Rule -- the intent of the Rule is to place the burden on the Plaintiff of effectuating proper service. And in this particular case we have a divorce decree from 2015 that is public record. I also have -- I'll pass these up, Your Honor, if

I may. This is the driver's license for Paula Martinez, which is a matter of public record. You can get people's driving record, so it could have been pulled to find out what the address attached to her driving record was.

THE COURT: All right. But isn't that an exceptionally high standard if you say now you've got to go behind the process server and you've got to search other Courts. And is that search just limited to Greenville County? Does that include Family Court, Probate Court, Magistrate's Court, City Court? And then you have to search in other circuits. And then you have to search driver's licenses. At some point the Court has got to draw some lines. And that's what I'm trying to draw.

MR. DODD: And I think it is a good question.

THE COURT: Well, I'm looking for a good answer.

MR. DODD: I think under the circumstances, you know, we've heard from the attorneys who represent the purchaser, as well as the Plaintiff, and discussed the issue of a title search. Perhaps the divorce decree wouldn't have come up on a title search. But a search of civil and criminal and Family Court actions between the parties would have potentially shown up that there was a divorce decree, and then okay, well, they're divorced, so does that mean they still own the property together? What's happened with that? I need to find out because -- and it shows because this case was originally filed against Ivan Martinez as a sole Defendant. And then the Complaint was

amended, presumably after some research revealed that Paula and Ivan Martinez were on the deed. And so once that Complaint was amended, there was a duty to properly serve Paula Martinez. And in this case -- and she's been living at another address since 2015 or '16, I believe. She was married to Tony Kavrijaj, K-A-V-R-I-J-A-J, for the court reporter, in 2016, and has been living with someone else. So to address the issue of permanence that was discussed earlier, her permanent residence since at least 2016 was not at this address, although she was an owner of the property. And there's nothing that prevents someone from owing a property and living elsewhere. And it happens in foreclosure matters all the time with the issue of service because people live other places.

And so although I understand the Court's concern for requiring Plaintiff's lawyers to do this extensive amount of research, I think there is an appropriate measure of research that could be required by the Court in order to find Defendants, and then properly serve them.

And so we're simply asking -- it obviously is the Defendants' position today that service was not properly had on Ivan and certainly Paula Martinez and that because it wasn't, any judgment that came out of this action must be deemed void and doesn't meet the statutory requirements of the bona fide purchaser at a foreclosure sale.

THE COURT: All right.

MR. DODD: Thank you, Your Honor.

THE COURT: All right. For the litigants themselves, what a frustrating episode all this has to be. And Mr. Martinez, I'm so sorry you've in all this. And gentlemen from Clear Skies, you just want to get paid and go home and move on to your next project, and now you've got four lawyers and a Judge and there's nothing good that can come from that. And believe me, I understand that.

But from my little slice of the world, what a pleasure to have four exceptional lawyers and some really interesting issues.

As relates to Mr. Ivan Martinez -- and Mr. Martinez, I have such respect for you. I know you've served in law enforcement. And this is a difficult situation. But when I look at the law and when I look at what the record establishes, I feel it is incumbent upon me to deny the motion as relates to you.

As related to Paula Martinez, I want to research a little bit more in light of the authority both of you provided to me.

And gentlemen, if I could see the attorneys back in chambers for just a moment before everybody gets away, because I do have a few matters. So if I could see y'all back in chambers.

-----END OF REQUESTED TRANSCRIPT OF RECORD-----

The undersigned, Danette P. Hanks, Court Reporter, Office of Master in Equity for Greenville County, South Carolina do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of all of the proceedings had and evidence introduced in the hearing of the captioned case, relative to appeal, before The Honorable Charles B. Simmons, Jr., as Master in Equity for Greenville County, South Carolina on the 1st day of August, 2019.

I do further certify that I am neither of kin, counsel, nor interest to any parties hereto.

December 9, 2019

Danette P. Hanks

Danette P. Hanks, CCR

ANTHONY PROIETTA & ASSOCIATES INVESTIGATIONS, INC.

AFFIDAVIT OF SERVICE

Clear Skies Restoration, LLC.

(Plaintiff)

VS

Ivan Martinez

(Defendant)

Case No. 2018-CP-23-03124

Court Common Pleas of Greenville County

Personally appeared before me the undersigned, who being duly sworn, deposes and states that he/she served a copy of the following: Lis Pendens, Exhibit A, Summons, Foreclosure Complaint, Exhibits A-D, Exhibits 1 and 2.

UPON Ivan Martinez **by**

delivering to him/her a copy of the same at 2 Landstone Court, Greer, SC 29650

On the 1st **day of** July **2018 at** 6:10 **am/pm, and that the above papers were served in compliance with all state and local laws.**

MANNER OF SERVICE-

XXX **Personal: By personally delivering copies to the person being served.**

_____ **Substituted at Residence: By leaving copies at the dwelling house or usual place of abode of the person being served with a member of the household of suitable age and explaining the general nature of the papers** _____

_____ **Substituted at Business: By leaving, during office hours, copies at the office of the person/entity being served with the person apparently in charge thereof** _____

_____ **Non-Service: After due search, careful inquiry and diligent attempts at the address(es) listed below, I have been unable to effect process upon the person/entity being served because of the following reason(s):** _____

SWORN to before me this
3rd day of July 2018

Notary Public for South Carolina

My Commission Expires April 26, 2020

(process server) Michael McNamara

code Holder Padgett

ELECTRONICALLY FILED - 2018 Jul 03 1:19 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Clear Skies Restoration, LLC,	)	C.A. No. 2018-CP-23-03124
	)	
Plaintiff,	)	
	)	
vs.	)	**AFFIDAVIT OF DEFAULT**
	)	
Ivan Martinez,	)	
	)	
Defendant.	)	
	)	

PERSONALLY APPEARED before me, M. Stokely Holder, who being duly sworn, deposes and says as follows:

1. I am counsel for the Plaintiff, Clear Skies Restoration, LLC ("Plaintiff"), in the foregoing action against the Defendant, Ivan Martinez (hereinafter "Defendant").

1. Plaintiff filed a Summons and Complaint against Defendant on June 1, 2018. Defendant was served said Summons and Complaint on July 1, 2018 by and through personal service at 2 Landstone Court, Greer, SC 29650. The Court's records indicate proof of service.

2. An Answer or other appropriate response was due from Defendant on or before July 31, 2018.

2. As of the date hereof Defendant has not plead as required by the South Carolina Rules of Civil Procedure or in the manner contemplated or allowed by South Carolina law, to include, without limitation, the law as codified in S.C. Code Ann. § 40-5-320, *et seq*.

3. The amount that Plaintiff is seeking judgment for, Seven Thousand, One Hundred Eighty-Four and 34/100ths ($7,184.34), is a liquidated amount or sum certain and is easily ascertainable from the Complaint and its accompanying Exhibits.

4. Defendant is in default.

5. Defendant is not a minor.

6. Defendant has not been found legally incompetent.

7. This Court has subject matter and personal jurisdiction over Defendant.

FURTHER AFFIANT SAYETH NAUGHT.

ELECTRONICALLY FILED - 2018 Aug 15 9:40 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

M. Stokely Holder

Sworn to and subscribed before
me this 15th day of August, 2018

Taylor Moore

Notary Public, State of South Carolina
My Commission Expires: 01/17/2027

ELECTRONICALLY FILED - 2018 Aug 15 9:40 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

Affidavit of Service

Clear Skies Restoration, LLC., License No. 56425

Case No.

Court In the Register of Deeds Office

(Plaintiff)

VS

Ivan Martinez and Paula Martinez

(Defendant)

Personally appeared before me the undersigned, who being duly sworn, deposes and states that he/she served a copy of the following: Amended Notice and Certificate of Mechanic's Lien, Exhibit A, Verification and Statement of Account, Amended Lis Pendens, Second Exhibit A, Summons, Amended Foreclosure Complaint, Third Exhibit A, ,Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit 1, Exhibit 2.

UPON Ivan Martinez **by**

delivering to him/her a copy of the same at 2 Landstone Court, Greer, SC 29650

On the 22nd **day of** October **2018** 6:26 **am/pm, and that the above papers were served in compliance with all state and local laws.**

MANNER OF SERVICE-

XX **Personal: By personally delivering copies to the person being served.**

____ **Substituted at Residence: By leaving copies at the dwelling house or usual place of abode of the person being served with a member of the household of suitable age and explaining the general nature of the papers** Ivan Martinez (Spouse)

____ **Substituted at Business: By leaving, during office hours, copies at the office of the person/entity being served with the person apparently in charge thereof**

____ **Non-Service: After due search, careful inquiry and diligent attempts at the address(es) listed below, I have been unable to effect process upon the person/entity being served because of the following reason(s):**

SWORN to before me this
22nd day of October 2018

Notary Public for South Carolina

My Commission Expires April 26, 2020

(process server)

Michael McNamara

Holder Padgett/Laurie

ELECTRONICALLY FILED - 2018 Oct 26 1:59 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

Affidavit of Service

Clear Skies Restoration, LLC., License No. 56425

Case No. _____

Court In the Register of Deeds Office

(Plaintiff)

VS

Ivan Martinez and Paula Martinez

(Defendant)

Personally appeared before me the undersigned, who being duly sworn, deposes and states that he/she served a copy of the following: Amended Notice and Certificate of Mechanic's Lien, Exhibit A, Verification and Statement of Account, Amended Lis Pendens, Second Exhibit A, Summons, Amended Foreclosure Complaint, Third Exhibit A, ,Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit 1, Exhibit 2.

UPON Paula Martinez **by**

delivering to him/her a copy of the same at 2 Landstone Court, Greer, SC 29650

On the 22nd **day of** October **2018** 6:26 **am/pm, and that the above papers were served in compliance with all state and local laws.**

MANNER OF SERVICE-

____**Personal: By personally delivering copies to the person being served.**

XX **Substituted at Residence: By leaving copies at the dwelling house or usual place of abode of the person being served with a member of the household of suitable age and explaining the general nature of the papers** Ivan Martinez (Spouse)

____**Substituted at Business: By leaving, during office hours, copies at the office of the person/entity being served with the person apparently in charge thereof** _____

____**Non-Service: After due search, careful inquiry and diligent attempts at the address(es) listed below, I have been unable to effect process upon the person/entity being served because of the following reason(s):** _____

SWORN to before me this
22nd day of October 2018

Notary Public for South Carolina

My Commission Expires April 26, 2020

(process server)

Michael McNamara

Holder Padgett/Laurie

ELECTRONICALLY FILED - 2018 Oct 26 1:59 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

ELECTRONICALLY FILED - 2018 Dec 21 4:50 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Clear Skies Restoration, LLC,	)	C.A. No. 2018-CP-23-03124
	)	
Plaintiff,	)	
	)	
vs.	)	**MOTION FOR ENTRY OF DEFAULT**
	)	
Ivan Martinez and Paula A. Martinez,	)	
	)	
	)	
Defendants.	)	

COMES NOW, the Plaintiff, Clear Skies Restoration, LLC ("Plaintiff"), pursuant to the South Carolina Rules of Civil Procedure Rule 55, and hereby moves for an Entry of Default against Defendants, Ivan Martinez and Paula A. Martinez (hereinafter "Defendants"). In support thereof, Plaintiff respectfully shows the following:

1. Plaintiff filed an Amended Summons and Complaint against Defendants on September 26, 2018.

2. Defendant Ivan Martinez was served said Amended Summons and Complaint on October 22, 2018 by and through personal service at 2 Landstone Court, Greer, SC 29650. The Court's records indicate proof of service.

3. Defendant Paula A. Martinez was served said Amended Summons and Complaint on October 22, 2018 through substituted service, by leaving copies with Ivan Martinez at 2 Landstone Court, Greer, SC 29650. Plaintiff understands that Ivan Martinez is Defendant Paula A. Martinez's spouse or ex-spouse. Upon information and belief after diligent search, Paula A. Martinez still resides at the above referenced 2 Landstone Court address, lists it as her place of residence, and is still an owner of said residence according to the records in the Greenville County Register of Deeds office and the Greenville County Tax Assessor's office (see copies of said records attached hereto and incorporated herein by reference as **Exhibit A**). The Court's records indicate proof of service.

4. An Answer or other appropriate response was due from Defendants on or before November 21, 2018.

ELECTRONICALLY FILED - 2018 Dec 21 4:50 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

5. As of the date hereof Defendants have not plead as required by the South Carolina Rules of Civil Procedure or in the manner contemplated or allowed by South Carolina law, to include, without limitation, the law as codified in S.C. Code Ann. § 40-5-320, *et seq*.

6. The amount that Plaintiff is seeking judgment for, Seven Thousand, One Hundred Eighty-Four and 34/100ths ($7,184.34), is a liquidated amount or sum certain and is easily ascertainable from the Complaint and its accompanying Exhibits.

7. Defendants are in default. ***See Affidavit of Default.***

8. Defendants are not minors.

9. Defendants have not been found legally incompetent.

10. Defendants are not entitled to the protections of the Servicemembers Civil Relief Act and Amendments thereto. ***See Affidavit of Non-Military Service.***

11. This Court has subject matter and personal jurisdiction over Defendants.

Plaintiff respectfully moves this Court for an Entry of Default against Defendants because Defendants are in default pursuant to South Carolina Rules of Civil Procedure Rule 55. When Plaintiff seeks its Default Judgment, Plaintiff will be seeking a default judgment for the total amount claimed by Plaintiff, foreclosure of its mechanic's lien, and an award of attorney's fees and costs of collection.

Respectfully submitted this 21st day of December, 2018,

s/ M. Stokely Holder
M. Stokely Holder (SC Bar # 73892)
Anna L. Bullington (SC Bar #102503)
HOLDER, PADGETT, LITTLEJOHN + PRICKETT, LLC
110 W North Street, Suite 100
Greenville, South Carolina 29601
PH: (864) 335-8808
FAX: (864) 248-4090
Attorneys for Plaintiff

Greenville, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
Clear Skies Restoration, LLC,	)	C.A. No. 2018-CP-23-03124
Plaintiff,	)	
vs.	)	**AFFIDAVIT OF DEFAULT**
Ivan Martinez and Paula A. Martinez,	)	
Defendants.	)	

PERSONALLY APPEARED before me, M. Stokely Holder, who being duly sworn, deposes and says as follows:

1. I am counsel for the Plaintiff, Clear Skies Restoration, LLC ("Plaintiff"), in the foregoing action against the Defendants, Ivan Martinez and Paula A. Martinez (hereinafter "Defendants").

2. Plaintiff filed an Amended Summons and Complaint against Defendants on September 26, 2018.

3. Defendant Ivan Martinez was served said Amended Summons and Complaint on October 22, 2018 by and through personal service at 2 Landstone Court, Greer, SC 29650. The Court's records indicate proof of service.

4. Defendant Paula A. Martinez was served said Amended Summons and Complaint on October 22, 2018 through substituted service, by leaving copies with Ivan Martinez at 2 Landstone Court, Greer, SC 29650. Plaintiff understands that Ivan Martinez is Defendant Paula A. Martinez's spouse or ex-spouse. Upon information and belief after diligent search, Paula A. Martinez still resides at the above referenced 2 Landstone Court address, lists it as her place of residence, and is still an owner of said residence according to the records in the Greenville County Register of Deeds office and the Greenville County Tax Assessor's office. The Court's records indicate proof of service.

5. An Answer or other appropriate response was due from Defendants on or before November 21, 2018.

ELECTRONICALLY FILED - 2018 Dec 21 4:50 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

6. As of the date hereof Defendants have not plead as required by the South Carolina Rules of Civil Procedure or in the manner contemplated or allowed by South Carolina law, to include, without limitation, the law as codified in S.C. Code Ann. § 40-5-320, *et seq.*

7. The amount that Plaintiff is seeking judgment for, Seven Thousand, One Hundred Eighty-Four and 34/100ths ($7,184.34), is a liquidated amount or sum certain and is easily ascertainable from the Complaint and its accompanying Exhibits.

8. Defendants are in default.

9. Defendants are not minors.

10. Defendants have not been found legally incompetent.

11. This Court has subject matter and personal jurisdiction over Defendants.

FURTHER AFFIANT SAYETH NAUGHT.

M. Stokely Holder

Sworn to and subscribed before
me this 21st day of December, 2018

Taylor Moore
Notary Public, State of South Carolina
My Commission Expires: 01/17/2027

ELECTRONICALLY FILED - 2018 Dec 21 4:50 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Clear Skies Restoration, LLC,	)	C.A. No. 2018-CP-23-03124
	)	
Plaintiff,	)	
	)	
vs.	)	**AFFIDAVIT OF NON-MILITARY SERVICE**
	)	
Ivan Martinez and Paula A. Martinez,	)	
	)	
Defendants.	)	

PERSONALLY APPEARED before me, M. Stokely Holder, who being duly sworn, deposes and says as follows:

1. I am counsel for the Plaintiff, Clear Skies Restoration, LLC ("Plaintiff"), in the foregoing action against the Defendants, Ivan Martinez and Paula A. Martinez (hereinafter "Defendants").

2. I am familiar with the provisions of 50 App. U.S.C.A. § 521, Servicemembers Civil Relief Act, and, to induce this Court to enter an Order for Entry of Default and a subsequent Order for Default Judgment against the Defendants, I represent to the Court that from my file in this matter, and, upon information and belief, based on the hereinafter enumerated facts, that Defendants are not on Active Duty in the Military Service of the United States, that Military Service has not had a material effect on this legal matter, and that, consequently, Defendants are not entitled to the protection of the Servicemembers Civil Relief Act and Amendments thereto.

3. The source of information on which I base my belief is as follows: research made by the Law Office of Holder, Padgett, Littlejohn + Prickett, LLC, and by the Plaintiff herein.

FURTHER AFFIANT SAYETH NAUGHT.

M. Stokely Holder

Sworn to and subscribed before
me this 21st day of December, 2018

Taylor Moore
Notary Public, State of South Carolina
My Commission Expires: 01/17/2027

ELECTRONICALLY FILED - 2018 Dec 21 4:50 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

ELECTRONICALLY FILED - 2018 Dec 21 4:50 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

2007092358 DEED
2 PGS
Book:DE 2289 Page:1182-1183
September 13, 2007 03:46:45 PM Cons:$307,000.00
Rec:$10.00 Cnty Tax:$337.70 State Tax:$798.20
FILED IN GREENVILLE COUNTY,SC

Prepared by: BOGART LAW FIRM, P.A.
Grantee's Mailing Address: 2 Landstone Ct.
Greer, SC 29650

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that **Matthew C. Watson and Abby C. Watson** (hereinafter called "Grantors"), in consideration of the sum of **Three Hundred Seven Thousand and 00/100 Dollars ($307,000.00)**, to the Grantor in hand paid at and before the sealing of these presents, by **Ivan Martinez and Paula A. Martinez** (hereinafter called "Grantee"), the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release, subject to any easements, restrictions, exceptions, limitations, conditions, and reservations hereinafter set forth, unto

Ivan Martinez and Paula A. Martinez, their heirs and assigns forever:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 22 of Ascot subdivision, as shown on that certain subdivision plat entitled "Ascot, Sheet One of Two," prepared by Wooten Surveying Co., Surveyors, dated April 14, 1999, and recorded in Plat Book 39-W at Page 23 in the office of the Greenville County Register of Deeds; and shown more recently on that certain plat of survey entitled "Survey for Matthew C. Watson [and] Abby C. Watson," prepared by PLS, Inc., dated December 11, 2000 and recorded in Plat Book 43-G at Page 88 in the office of the Greenville County Register of Deeds, reference hereby being made to the more recent plat for a more complete and accurate description thereof.

Being the same property conveyed to Matthew C. Watson and Abby C. Watson by deed of Pulte Homes of South Carolina, Inc. dated December 13, 2000 and recorded December 14, 2000 in Deed Book 1935 at Page 1654 in the office of the Greenville County Register of Deeds.

TMS#: 0534.33-01-022.00

This conveyance is made subject to all applicable easements, rights of way, restrictions and covenants of record; those easements and rights of way actually existing on the ground and affecting said premises; riparian, littoral or other water rights, if any; such matters as would be revealed by a current survey and inspection of the premises; and any applicable zoning and other governmental laws, ordinances and regulations. Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

EXHIBIT
tabbies
A

ELECTRONICALLY FILED - 2018 Dec 21 4:50 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining;

TO HAVE AND TO HOLD, subject to any easements, restrictions, exceptions, limitations, conditions and reservations set forth herein, all and singular the premises before mentioned unto the Grantee, and the Grantee's heirs and assigns forever.

AND THE GRANTOR does hereby bind the Grantor and the Grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's heirs or successors and assigns, against the Grantor and the Grantor's heirs or successors, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF the Grantors have hereto set their hand and seal this 11th day of September, 2007.

SIGNED, SEALED AND DELIVERED
in the presence of:

Witness #1

Witness #2

Matthew C. Watson

Abby C. Watson

State of South Carolina)
)
County of Greenville)

PROBATE

PERSONALLY APPEARED BEFORE ME the undersigned witness and made oath that (s)he saw the within-named Matthew C. Watson and Abby C. Watson sign, seal, and, as the grantor's act and deed, deliver the within-written Title to Real Estate, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 11th day of September, 2007.

(SEAL)
Notary Public for South Carolina
My Commission Expires: October 24, 2012

Witness #1

FILED FOR RECORD IN GREENVILLE COUNTY,SC ROD
2007092358 Book:DE 2289 Page:1182-1183
September 13, 2007 03:48:45 PM

2018 GREENVILLE COUNTY CONSOLIDATED TAX NOTICE

www.greenvillecounty.org

26027

DIST	TOTAL TAX VALUE	RATIO	ASSESSED VALUE	MILLAGE
195	289160	4%	11570	.29930

ACCT #: 0788
DATE PRINTED: 11/12/2018
MAP #: 0534.33-01-022.00

11899 1 AV 0.375 P:11899 / T:49 / S:

MARTINEZ IVAN MARTINEZ PAULA A
2 LANDSTONE CT
GREER SC 29650-3687

CURRENT YEAR

TAXABLE MARKET VALUE:	289,160
ASSESSED VALUE:	11,570
TOTAL TAX	$ 3,462.90
SANITATION	
PUBLIC SAFETY COMM FEE	$ 14.95
COUNTY STORMWATER	
CITY STORMWATER	
HOMESTEAD LESS SCHOOL OPERATIONS	$ 309.00-
SCHOOL TAX CREDIT SAVINGS	$ 1,675.34-
PAY THIS AMOUNT ON OR BEFORE JANUARY 15, 2019*	$ 1,546.71
PAY JAN 16, 2019 – FEB 01, 2019 (INCLUDES ADDITIONAL 3% PENALTY)*	$ 1,591.06
PAY FEB 02, 2019 – MAR 16, 2019 (INCLUDES ADDITIONAL 7% PENALTY)*	$ 1,694.56
PAY AFTER MAR 16, 2019 (INCLUDES ADDITIONAL 5% PENALTY PLUS $40.00 COST)*	$ 1,808.49

ALLOCATION OF TAX MONEY

GREENVILLE SCHOOL	66%	2,277.94
GREENVILLE COUNTY	17%	600.73
BOILING SPRINGS FIRE	10%	338.97
LIBRARY	3%	98.34
METRO SEWER TAX	2%	65.94
GREENVILLE TECH	2%	61.32
ART MUSEUM	%	13.88
ARENA DEBT SERVICE	%	5.78
METRO SEWER FEE		$ 53.20
PUBLIC SAFETY COMM FEE		$ 14.95
TOTAL TAX AND FEES		$ 3,531.05
LESS CREDITS		$ -1,984.34
NET TAX AND FEES		$ 1,546.71

Scan And Pay Your Bill Now

MARTINEZ IVAN MARTINEZ PAULA A
Your property is assessed at 4%
If this is NOT your legal residence
contact REAL PROPERTY SERVICES
AT 864-467-7300.

ACRES: .313
2 LANDSTONE CT
LOT/TRACT/UNIT 22

Please allow at least 3 weeks for processing

AVOID LINES PAY BY CERTIFIED U.S. MAIL, REGULAR MAIL OR INTERNET

(http://www.greenvillecounty.org/TaxCollector/OnlineTax.aspx), or use our lobby kiosk or DROP BOX (located outside of office)

SAVE TIME - **Please read Both sides of bill before calling.**

After Mar 31, 2019 send Payment to:

Greenville County Tax Collector
301 University Ridge, Suite 700
Greenville, SC 29601

INFORMATION ONLY - PAY AMOUNT LISTED ABOVE, NOT BELOW

PRIOR YEAR AMOUNT PAID: $1,532.36

FOR QUICKER PROCESSING, USE ONE CHECK PER PAYMENT STUB

* If the Tax Collector's Office is closed on the due date, then the due date is extended until the close of the next business day

KEEP THIS STATEMENT FOR YOUR RECORDS

PLEASE DO NOT STAPLE, CLIP, TAPE, FOLD OR MUTILATE — DETACH AND RETURN THIS STUB WITH PAYMENT

Make all checks payable to Greenville County Tax Collector

0788	1,546.71
MAP #: 0534.33-01-022.00	1,591.06
MARTINEZ IVAN MARTINEZ PAULA	1,694.56
	1,808.49

IF YOUR ADDRESS IS NOT CORRECT PLEASE MAKE CHANGES IN THE BOX BELOW

TAX COLLECTOR'S COPY

Greenville County Tax Collector
Department 390
PO Box 100221
Columbia SC 29202-3221

078870000015467100000159106000001694560000180849

ELECTRONICALLY FILED - 2018 Dec 21 4:50 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

ELECTRONICALLY FILED - 2018 Dec 21 4:50 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

Motor Vehicle Registrations

1: SC MVR

Registrant Information
Registrant 1

Registrant: MARTINEZ, IVAN
DOB: 5/1961
Address: 2 LANDSTONE CT
GREER, SC 29650-3687
GREENVILLE COUNTY

Registrant 2

Registrant: MARTINEZ, PAULA ANDREA
DOB: 5/1973
Address: 2 LANDSTONE CT
GREER, SC 29650-3687
GREENVILLE COUNTY

Registration Information

Original Registration Date: 11/2/2015
Registration Date: 10/29/2018
Registration Expiration Date: 10/31/2019

Vehicle Information

VIN: 1N4AL3AP5DN449990
Class: PASSENGER CAR/LIGHT TRUCK
Model Year: 2013
Make: Nissan
Model: Altima
Series: 2.5/S/SV/SL
Body Style: Sedan 4 Door
Weight: 6

Plate Information

License Plate Type: Private
Previous Plate Number: BWV481
Previous Plate State: SC
License Plate Number: BWV481
Plate State: SC

2: SC MVR

Owner Information
Owner 1

MARTINEZ, IVAN
2 LANDSTONE CT
GREER, SC 29650-3687
GREENVILLE COUNTY

Owner 2

MARTINEZ, PAULA ANDREA
2 LANDSTONE CT
GREER, SC 29650-3687
GREENVILLE COUNTY

Vehicle Information

VIN: 1N4AL3AP5DN449990
Class: PASSENGER CAR/LIGHT TRUCK
Model Year: 2013
Make: Nissan
Model: Altima
Series: 2.5/S/SV/SL
Body Style: Sedan 4 Door
Weight: 6

Lienholder Information

Name: NISSAN MOTOR ACCEPTANCE CORP.
Address: PO BOX 254648
SACRAMENTO, CA 95865-4648
SACRAMENTO COUNTY
Title Information
Title Number: 770870256617917
Title Transfer Date: 12/17/2012
Title Issue Date: 12/17/2012

ELECTRONICALLY FILED - 2018 Dec 21 4:50 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Clear Skies Restoration, LLC,	)	C.A. No. 2018-CP-23-03124
	)	
Plaintiff,	)	
	)	
vs.	)	**CERTIFICATE OF MAILING**
	)	
Ivan Martinez and Paula A. Martinez,	)	
	)	
	)	
Defendants.	)	

This is to certify that I have served a true copy of the foregoing **MOTION FOR ENTRY OF DEFAULT, EXHIBIT A TO MOTION, AFFIDAVIT OF DEFAULT, AFFIDAVIT OF NON-MILITARY SERVICE and PROPOSED ORDER OF ENTRY OF DEFAULT** on this 21st day of December, 2018 by depositing a copy of same in the United States mail, proper postage affixed, addressed as follows:

Ivan Martinez
2 Landstone Court
Greer, SC 29650
Defendant Pro Se

Paula A. Martinez
2 Landstone Court
Greer, SC 29650
Defendant Pro Se

In addition, I served the foregoing, by causing the same to be electronically filed with the Circuit Court by using the S.C. Judicial Department E-Filing System to:

Ivan Martinez
c/o Greenville County Clerk of Court (per Rule 5)

Paula A. Martinez
c/o Greenville County Clerk of Court (per Rule 5)

Taylor Mitchell

Taylor Mitchell, Paralegal
Holder, Padgett, Littlejohn + Prickett, LLC

Greenville, South Carolina

ELECTRONICALLY FILED - 2018 Dec 21 4:50 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

ELECTRONICALLY FILED - 2019 Jan 24 10:22 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	C. A. No. 2018-CP-23-03124
	)	
Clear Skies Restoration, LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**NOTICE OF HEARING**
	)	
Ivan Martinez and Paula A. Martinez,	)	
	)	
Defendants.	)	
	)	
	)	
	)	

TO: IVAN MARTINEZ AND PAULA MARTINEZ, PRO SE DEFENDANTS:

It appearing that this matter has been referred to the Honorable Charles B. Simmons, Jr., Master-in-Equity for Greenville County, South Carolina, to make appropriate findings of fact and conclusions of law with authority to enter a final judgment;

YOU ARE HEREBY NOTIFIED that a hearing regarding default judgment and foreclosure, has been scheduled by the Court for **February 7, 2019** at **11:00 AM,** before the Honorable Charles B. Simmons, Jr., at the Greenville County Courthouse, 305 East North Street, Greenville, South Carolina 29601.

HOLDER, PADGETT, LITTLEJOHN + PRICKETT, LLC

s/ M. Stokely Holder

M. Stokely Holder (SC Bar # 73892)
110 West North Street Suite 100
Greenville, SC 29601
Ph. 864.335.8808
Fax 864.248.4090
sholder@hplplaw.com
Attorney for Plaintiff Clear Skies Restoration, LLC

January 24, 2019
Greenville, SC

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Clear Skies Restoration, LLC,	)	C.A. No. 2018-CP-23-03124
	)	
Plaintiff,	)	
	)	
vs.	)	**CERTIFICATE OF MAILING**
	)	
Ivan Martinez and Paula A. Martinez,	)	
	)	
	)	
Defendants.	)	
	)	

This is to certify that I have served a true copy of the foregoing **NOTICE OF HEARING** on this 24th day of January, 2019 by depositing a copy of same in the United States mail, proper postage affixed, addressed as follows:

Ivan Martinez
2 Landstone Court
Greer, SC 29650
Defendant Pro Se

Paula A. Martinez
2 Landstone Court
Greer, SC 29650
Defendant Pro Se

In addition, I served the foregoing, by causing the same to be electronically filed with the Circuit Court by using the S.C. Judicial Department E-Filing System to:

Ivan Martinez
c/o Greenville County Clerk of Court (per Rule 5)

Paula A. Martinez
c/o Greenville County Clerk of Court (per Rule 5)

Taylor Mitchell

Taylor Mitchell, Paralegal
Holder, Padgett, Littlejohn + Prickett, LLC

Greenville, South Carolina

ELECTRONICALLY FILED - 2019 Jan 24 10:22 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

The Greenville News
media group PART OF THE USA TODAY NETWORK

Legal Advertising

Date: 06/01/2019

Name: MASTERS IN EQUITY/MIE
305 E. NORTH ST. GREENVILLE, SC 29601
Attorney: Holdger Padgett Littlejohn and Prickett
Pur Order:
Case #: 2018-CP-23-03124
Defendant: Martinez

Ad No: 0003559256 **Class:** Master in Equity **Rate:** Master in Equity

Publish Dates:

Friday, May 17, 2019	102 Lines	X	Cost Per Line: $1.65	=	$168.30
Friday, May 24, 2019	102 Lines	X	Cost Per Line: $1.65	=	$168.30
Friday, May 31, 2019	102 Lines	X	Cost Per Line: $1.65	=	$168.30

Attorney Fee:		$504.90
MIE Volume Discount:	–	$183.60
MIE Cost:		$321.30

I, Anna Russell, being the Legal Advertising Agent for *The Greenville News*, do hereby testify that the attached legal ad was published on 102 lines for 3 consecutive weeks, as set forth above, in the Greenville News beginning on 05/17/2019 and ending on 05/31/2019.

Anna Russell
Legal Advertising Agent

Teresa J. Easley
TERESA T. EASLEY
Notary Public, State of South Carolina
My Commission Expires 9/23/2025

ELECTRONICALLY FILED - 2019 Jun 04 3:04 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

3559256 2018-CP-23-03124
EQUITY COURT SALE
STATE OF SC
GREENVILLE COUNTY
COURT OF COMMON PLEAS

Pursuant to Court Decree in Clear Skies Restoration, LLC , Plaintiff(s) vs. Ivan Martinez , Defendant(s)
I will sell at public auction to highest bidder at County Court House on 06/03/2019 at 11:00 a.m. the following property: All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 22 of Ascot subdivision, as shown on that certain subdivision plat entitled "Ascot, Sheet One of Two," prepared by Wooten Surveying Co., Surveyors, dated April 14, 1999, and recorded in Plat Book 39-W at Page 23 in the office of the Greenville County Register of Deeds; and shown more recently on that certain plat of survey entitled "Survey for Matthew C. Watson [and] Abby C. Watson," prepared by PLS, Inc., dated December 11, 2000 and recorded in Plat Book 43-G at Page 98 in the office of the Greenville County Register of Deeds, reference hereby being made to the more recent plat for a more complete and accurate description thereof. Being the same property conveyed to Ivan Martinez and Paula A. Martinez, by deed of Matthew C. Watson and Abby C. Watson by dated September 11, 2007 and recorded September 13, 2007 in Deed Book 2289 at Page 1182 in the office of the Greenville County Register of Deeds.
TMS#: 0534.33-01-022.00

THE STREET ADDRESS IS: 2 Landstone Court, Greer .

The total judgment debt set forth in the Order is $12,020.48.
(THE ORIGINAL FILE CAN BE VIEWED IN THE CLERK OF COURT'S OFFICE)

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

This property will be sold subject to the 1 year right of redemption of the United States of America.

This property will be sold subject to the following mortgage(s)/ senior encumbrances: Mortgage to Wells Fargo Bank, N.A. dated April 6, 2011 filed in the Greenville County Register of Deeds Office on May 4, 2011 in Book MO 5117 at Page 5827; and Mortgage to SunTrust Bank dated November 25, 2014 filed in the Greenville County Register of Deeds Office on December 19, 2014 in Book MO 5278 at Page 3522

The successful bidder must pay interim interest from the date of the Sale through date of compliance at the rate of 18.0%.

Each successful bidder other than plaintiff at time bid is accepted will be required to deposit with Master as evidence of good faith 5% of bid in cash or certified check at the time of bid. In event purchaser fails or refuses to comply with terms of sale within 20 days from close of bidding, deposit shall be forfeited and applied first to costs and then to Plaintiff's debt , and the Master shall forthwith re-advertise and resell said property upon the same terms on some subsequent sales day at the risk of former purchaser until obtaining full com-

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pliance with sale.

Bidding will not remain open after the sale.

Terms of sale - cash; purchaser to pay for deed and stamps.

Attention is drawn to the Court Order on file with the Clerk of Court for Greenville County. The terms and conditions of the actual Court Order, to the extent of any inconsistencies, control over any terms or conditions contained in the Notice of Sale.

Charles B. Simmons, Jr.
Equity Court Judge

The Greenville News 05/17/2019, 05/24/2019, 05/31/2019

M. Stokely Holder, Esq. Holder Padgett Littlejohn + Prickett, LLC PO Box 1804 Greenville, SC 29602 864-335-8808 , Atty. for Plaintiff

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2018-CP-23-03124

ELECTRONICALLY FILED - 2019 Jun 10 2:35 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE) ASSIGNMENT OF BID

For valuable consideration paid to us, Ronald Rallis whose address is: 1708-C Augusta St; #303; Greenville, SC 29605, the undersigned being the successful bidder at a Master Sale of lands of 2 Landstone Court, Greer, SC 29650, under Case # 2018CP2303124, entitled: Clear Skies Restoration LLC vs Ivan and Paul Martinez, do hereby assign my bid to Rallis Holdings, LLC and Oriole Properties, LLC, whose address is: 1708-C Augusta St; #303; Greenville, SC 29605.

Dated this 7th day of June, 2019.

WITNESS:

Witness 1

Witness 2

Ronald Rallis

Rallis Holdings, LLC

By Ronald Rallis Member

Oriole Properties, LLC

By Clay Custer Member

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

I, Frances C. Powell, a notary public for South Carolina, do hereby certify that the within named Grantor(s) did personally appear before me this day and acknowledge the due execution of the foregoing instrument.

SWORN to before me this 7th day of June, 2019

(SEAL)

Frances C. Powell

Notary Public for South Carolina

My Commission expires: 10/24/23

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

COURT OF COMMON PLEAS
Taxation of Costs

June 19

Clear Skies Restoration, LLC,
Plaintiff

Against

Ivan Martinez and Paula A. Martinez,
Defendant

C.A.# 2018-CP-23-03124

Type of Case Referred: FC
Date of Hearing: 2/7/19
Type: Final

Attorney: Stokely Holder
Firm: Holder, Padgett, Littlejohn + Prickett
Foreclosure Sale: Def waived ✓
Def Demanded ____

		Disb.
Deposit Required	$ 125.00	10/8/18
(Reference $ 100.00)		
(Deed $ Amt 25.00)		
Additional Day	$	
Commission	$ 1201.00	6/12/19
Deed (not incl. in Deposit)	$	
Newspaper Advertisement	$ 504.90	6/12/19
Ad# 3559256 Lines 102 x 3		
TOTAL	$	
Less Deposit Paid	$ 125.00	

Bid $ 120,100.00
Bidder Ronald Rallis
Deposit $ 6005.00 Date 6/3/19
Interest Due From Bidder: $ 225.08 + $25.00 add'l fee
(18.0 %: $ 56.27 x 4 days)

Compliance date 6/7/19
Amount Received $ 114,345.08

Judgment Debt per Order $ 12,020.48

Amount Paid to Debt Due Plaintiff: ✓ 6/14/19
$ 12,761.84 per Affidavit filed 6/14/19

BALANCE DUE PAYABLE TO MASTER-IN-EQUITY $ 1705.90 Received Paid from 3rd party funds
Ck# ____ by ____

Other Costs to Be Paid Separately:

Court Reporter: Danette Hanks
Transcript Fee: $ 32.50 Received 2/ / 19 Check# ____ (dh)
Date Transcript filed with Clerk 2/19/19

Surplus Funds $ 105,882.34

Costs adjusted as above this
____ day of ____, 2019

6/14/19

Charles B. Simmons, Jr., Equity Court Judge

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ELECTRONICALLY FILED - 2019 Jun 20 1:02 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

PURCHASER'S INFORMATION SHEET
FORECLOSURE SALE

DATE 6-3-19

NAME OF PURCHASER: Ronald Rallis
1708-C Augusta St., #303
Greenville, SC 29605
Ph: 864-363-4277

DEED TO BE ISSUED IN THE NAME OF: _____

MAILING ADDRESS: _____

_____

PHONE NUMBER: _____

CONTACT NAME: _____

SALE NUMBER: 10

CASE NUMBER: 2018CP2303124

STATE OF South Carolina
COUNTY of GREENVILLE

C.A. No. 18-CP-23-03124

'19 JUL 2 AM9:32
Paul Wickensimer COC GVL SC

RALLIS Holdings, LLC and
ORIOLE Properties LLC
THIRD PARTY Petitioner
IN RE:
CLEAR SKIES Restoration, LLC
Plaintiff
VS
IVAN MARTINEZ + Paula Martinez
Defendants

Motion to Stay

Honorable Judge Charles B Simmons Jr

I am Requesting a Motion to stay. I had a problem with a contractor at my residence, who became aggressive and started to bully me at my home because I stood my ground and refused to pay him until all the work was done. He took advantage of me because I was on Meds. I am receiving a disability Pension for injuries SUSTAINED during a Rescue in the line of Duty. Though my physical injuries are healing, the psychological damage Remains to this very day. The TRAUMA is very vivid in my ~~mind~~ mind. I Rec. 165 have two SONS who reside

with me and we have NO where to go. I have NO ONE, NO family here. I am trying to be a great DAD. The nightmares have returned I am NOT sleeping, I continue to see the body burning, reliving the rescue. I want to speak to the CONTRACTOR BUT I am NOT COMFORTABLE with him. I NEED YOUR HELP Judge Simmons. This is why I request A Motion to stay, I CANNOT Afford to Live ANYWHERE but where I am. I ~~AM~~ need MORE TIME, A period of 160 days OR UNTIL THE MATTER is RESOLVED with the CONTRACTOR AND THE LEIN CAN BE RESCINDED.

I APOLOGIZE FOR THE DELAY BUT MY LIFE IS NOT A NORMAL LIFE. I WANT TO RESOLVE THIS AS SOON AS possible.

THANK YOU

IVAN MARTINEZ
2 Landstone Ct.
Greer, S.C. 29650
864-201-8510

STATE OF SOUTH CAROLINA)
COUNTY OF Greenville)

Clear Skies Restoration LLC)
Plaintiff,)
vs.)
Ivan Martinez and Paul A. Martinez)
Defendant.)

IN THE COURT OF COMMON PLEAS
13th JUDICIAL CIRCUIT

CASE NO.: 18 -CP- 23 - 03124

MOTION AND ORDER INFORMATION FORM AND COVERSHEET

'19 JUL 2 AM 9:32
Paul Wickensimer COC GVL SC

Plaintiff's Attorney:	Defendant's ~~Attorney:~~ Ivan Martinez
_____, Bar No. _____	_____, Bar No_____
Address:	Address:
Phone: _____ Fax _____	Phone: _____ Fax_____
E-mail: _____ Other: _____	E-mail: _____ Other: _____

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: Motion to Stay
Estimated Time Needed: _____ Court Reporter Needed: ☐ **YES**/☐ **NO**

SECTION II: Motion/Order Type

☐ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

E. Martinez _____, 20___
Signature of Attorney for ☐ Plaintiff /☐ Defendant Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: $ 25.00
☐ EXEMPT: (check reason)
- ☐ Rule to Show Cause in Child or Spousal Support
- ☐ Domestic Abuse or Abuse and Neglect
- ☐ Indigent Status ☐ State Agency v. Indigent Party
- ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
- ☐ Motion for Stay in Bankruptcy
- ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
- ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
  Name of Court Reporter: _____
- ☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.
☐ Other: _____

JUDGE CODE _____
Date: _____, 20___

CLERK'S VERIFICATION

Collected by: CJN Date Filed: _____, 20___

☐ MOTION FEE COLLECTED: $ 25.00
☐ CONTESTED – AMOUNT DUE: $ _____

Def paid cash to accounting

SCCA 233 (11/2003)

State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF PENSIONS AND BENEFITS
(609) 292-7524 TDD (609) 292-7718
www.state.nj.us/treasury/pensions

JAMES E. McGREEVEY
Governor

Mailing Address:
PO Box 295
Trenton, NJ 08625-0295
Location:
50 West State Street
Trenton, New Jersey

JOHN E. McCORMAC, CPA
State Treasurer

FREDERICK J. BEAVER
Director

September 29, 2004

Ivan Martinez
560 Main Street
Landing, NJ 07850

RE: 3-10-29945

Dear Mr. Martinez:

The Board of Trustees of the Police and Firemen's Retirement System at its meeting of September 27, 2004 reviewed your amended application from ordinary disability to accidental disability retirement benefits.

Following its review, the Board has determined that the incident described as occurring on May 14, 1989 was considered a "traumatic event" detailed by the applicable statue of N.J.S.A. 43:16A-7 and relevant case law and that your disability was a direct result of this incident. The Board reaffirmed its decision that you are totally and permanently disabled from the performance of your duties of police officer. The Board noted that Mr. Martinez did not file his application for Accidental Disability within five years from the date of the accident due to the delayed manifestation of his disability.

Your retirement allowance will be adjusted from an ordinary disability to an accidental disability benefit retroactive to your effective date of January 1, 2004.

Please note that if you are receiving periodic Workers' Compensation payments after the effective date of your retirement, your retirement could be subject to a reduction. You must advise this office if and when you receive any periodic Workers' Compensation benefits.

The Retirement Bureau will implement the Board's decision.

Sincerely,

Wendy Jamison, Secretary
Board of Trustees
Police and Firemen's Retirement System

Jb/E-27
c: County of Ocean
Keith Goetting, Certifying Officer
P O Box 2191
Toms River, NJ 08754-2191

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	C.A. No. 2018-CP-23-03124
	)	
Rallis Holdings, LLC and Oriole Properties, LLC	)	
	)	
Third-Party Petitioner,	)	
	)	
IN RE:	)	
	)	**NOTICE OF HEARING**
Clear Skies Restoration, LLC,	)	
	)	
Plaintiff,	)	
	)	
v,	)	
	)	
Ivan Martinez and Paul A. Martinez,	)	
	)	
Defendants.	)	
	)	

Please be advised that Defendant, Ivan Martinez filed a Motion to Stay Eviction, a Hearing on same is scheduled for 2:00 p.m. on Wednesday, July 17, 2019 at the Greenville County Courthouse, 305 East North Street, Greenville, South Carolina 29601.

This 3rd day of July 2019
Greenville, South Carolina

s/Clayton M. Custer
Clayton M. Custer (S.C. Bar No. 68495)
Clay.Custer@wbd-us.com
Catherine F. Wrenn (S.C. Bar No. 76042)
Catherine.Wrenn@wbd-us.com

WOMBLE BOND DICKINSON (US) LLP
550 S. Main Street, Suite 400
P.O. Box 10208
Greenville, SC 29603
Tel: (864) 255-5424
Fax: (864) 239-5864

OF COUNSEL:

s/Kevin Phillip Brady
Kevin Phillip Brady, Esq.
kevinbrady@guestbrady.com
Guest & Brady, LLC
900 E. North Street, Ste. 210
Greenville, SC 29601
Tel: (864) 233-7200
Fax: (864) 233-3519

Attorneys for Petitioners

ELECTRONICALLY FILED - 2019 Jul 03 3:31 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

ELECTRONICALLY FILED - 2019 Jul 17 10:03 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)	IN THE COURT OF COMMON PLEAS FOR THE THIRTEENTH JUDICIAL CIRCUIT
Rallis Holdings, LLC and Oriole Properties, LLC, Third-Party Petitioner, IN RE: Clear Skies Restoration, LLC, Plaintiff, vs. Ivan Martinez and Paula A. Martinez, Defendants.	)	CIVIL CASE NO. 2018CP2303124 **NOTICE OF MOTION AND MOTION FOR RELIEF FROM JUDGMENT AND MOTION FOR NEW TRIAL**

TO: THE ABOVE-NAMED PLAINTIFF and THIRDY-PARTY PETITIONER:

YOU WILL PLEASE TAKE NOTICE that the Defendant, Ivan Martinez, by and through his undersigned attorney, respectfully moves this Court for an Order setting a hearing on Defendant's Motion for Relief from Judgment at such time and place as is convenient for the Court. At such time and place as is set by the Court, Defendant will move this Court for an ORDER pursuant to Rule 60(b) of the South Carolina Rules of Civil Procedure ("SCRCP") granting Defendant Ivan Martinez relief from a judgment in the above captioned which was ordered May 8, 2019 in favor of the Plaintiff Clear Skies Restoration, LLC. Defendant respectfully requests that the court issue and order setting aside the default against the Defendant and setting aside/vacating the foreclosure judgment against Defendant and vacating the foreclosure sale.

Defendant also requests an order pursuant to Rule 59 SCRCP granting a new trial of this matter. Defendant asserts that he was not properly served with any papers, pleadings, or other filings during the course of this litigation. (See Affidavit of Ivan Martinez attached as Exhibit A). Additionally, Defendant appeals to the recognized "historical power of a court of equity to modify its decree in light of subsequent conditions." *Mr. G v. Mrs. G,* 320 S.C. 305, 311, 465 S.E.2d 101, 107 (Ct. App. 1995). Defendant believes that equity demands that the foreclosure sale and judgment be set aside, and respectfully requests an order requiring the same from this honorable court.

Based on the foregoing and the common and statutory laws of the State of South Carolina, the pleadings filed herein, affidavits, and legal memoranda that may be hereinafter filed with the Court, Defendant respectfully moves this Court, and requests that an Order be issued granting Defendant, Ivan Martinez full and complete relief from the Judgment in this case and a new trial.

Respectfully submitted,

The Dodd Law Firm, LLC

s/Michael B. Dodd
S.C. Bar No. 100599
Attorney for the Defendant
The Dodd Law Firm, LLC
1990 Augusta Street, Suite 2B
Greenville, SC 29605
864-747-5607
michael@thedoddlawfirm.com

Greenville, South Carolina
July 15, 2019

ELECTRONICALLY FILED - 2019 Jul 17 10:03 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

ELECTRONICALLY FILED - 2019 Jul 17 10:03 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

EXHIBIT A

ELECTRONICALLY FILED - 2019 Jul 17 10:03 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)	IN THE COURT OF COMMON PLEAS FOR THE THIRTEENTH JUDICIAL CIRCUIT
Rallis Holdings, LLC and Oriole Properties, LLC, Third-Party Petitioner, IN RE: Clear Skies Restoration, LLC, Plaintiff, vs. Ivan Martinez and Paula A. Martinez, Defendants.	)	CIVIL CASE NO. 2018CP2303124 **AFFIDAVIT OF IVAN MARTINEZ**

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

1. I have read the information on this affidavit and I understand such information, and I affirm it to be my sworn, true testimony, and the contents herein are true to the best of my knowledge.

2. I am over the age of eighteen (18) and of sound mind.

3. I am the ex-husband of Paula A. Martinez, and I live at the property subject to this action with my two sons, ages 13 and 18.

4. I was divorced from Paula A. Martinez in 2017.

5. During the time that the dispute with the Plaintiff, Clear Skies Restoration began, our divorce was being finalized and things were very unorganized at our home at 2 Landstone Court.

6. I do not have any recollection of receiving anything related to the lawsuit with Clear Skies except for a letter from Clear Skies and a subsequent letter from the attorney for Clear Skies asking for payment of the amount they claimed I owed.

ELECTRONICALLY FILED - 2019 Jul 17 10:03 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

7. I did not pay the amount asked for because the work that was supposed to be completed by Clear Skies was never completed and I always disputed this.

8. I have severe post traumatic stress disorder from an accident when I was a law enforcement officer in New Jersey many years ago. For a very long time I was unable to function normally, and I still struggle to this day, and many of the effects I experience due to the terrible accident led to the breakdown of my relationship with my wife and eventual divorce.

9. I have only ever seen a few documents related to these legal proceedings. I have a copy of the letter from the Plaintiff's attorney, the notice and the Writ of Ejectment, and the notice of the hearing scheduled regarding my motion to stay. These are the only documents I have in my possession or ever remember seeing. I do not ever remember being served either personally or via the mail or other means any other document related to this lawsuit or the foreclosure until the writ of ejectment was taped to my front door.

10. I do not believe my wife is aware of these proceedings either, and I do not believe either of us ever were served with notice of the foreclosure sale. The first time I was aware of the judgment against me and the foreclosure sale was after I got the writ of ejectment and when I met with a lawyer for the first time on July 10, 2019.

THE AFFIANT FURTHER SAYETH NAUGHT.

SWORN to and subscribed before me this
16th day of July 2019

By: Ivan Martinez
IVAN MARTINEZ

Notary Public for South Carolina
My Commission Expires: 1-30-2029

Notary (printed name): Kirby Jones Jr

Kirby Jones, Jr.
Notary Public, State of South Carolina
My Commission Expires : January 30, 2029

ELECTRONICALLY FILED - 2019 Jul 29 10:18 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	C.A. No. 2018-CP-23-03124
	)	
Rallis Holdings, LLC and Oriole Properties, LLC	)	
	)	
Third-Party Petitioner,	)	
	)	
IN RE:	)	
	)	**AFFIDAVIT OF JONATHAN D. CUSTER**
Clear Skies Restoration, LLC,	)	
	)	
Plaintiff,	)	
	)	
v,	)	
	)	
Ivan Martinez and Paula A. Martinez,	)	
	)	
Defendants.	)	
	)	

I, Jonathan D. Custer, after being duly sworn, deposes and says as follows.

1. I am over the age of eighteen (18) years and give this Affidavit of my own personal use for the above-captioned matter and for any lawful purpose.

2. I am a partial owner of Oriole Properties, LLC, one of the companies who is the owner of 2 Landstone Court. A Deed was issued to Oriole Properties, LLC and Rallis Holdings, LLC on June 11, 2019.

3. On Sunday, June 16, 2019, after we had received the Deed, I stopped by 2 Landstone Court at approximately 6:00 p.m. I was in my work van and had my two young boys with me.

4. After I knocked on the door, a man answered who I believe to be Ivan Martinez. He had a dark complexion and appeared to be about 50 years old. He spoke with an accent that sounded like he was from either New York or New Jersey. I told him that I worked with Oriole Properties,

and that we had purchased the property at a foreclosure auction several weeks earlier. I told him I was there to inquire as to his plans regarding how long he would need to vacate the property.

5. Mr. Martinez immediately became hostile and told me that I "had been scammed." He said it was not possible for me to have the deed because the banks still owned the property or had mortgages on it.

6. I asked Mr. Martinez for his contact information so we could discuss the matter further, but he refused to provide it to me. As I walked back to my van, he followed me and videotaped me with his cell phone.

This the 29 day of July, 2019

Jonathan D. Custer

SUBSCRIBED TO AND SWORN TO before me this

29 day of July, 2019.

Catherine N. Duvall

Notary Public for South Carolina

My Commission Expires: 4/22/29

CATHERINE N. DUVALL NOTARY PUBLIC SOUTH CAROLINA

ELECTRONICALLY FILED - 2019 Jul 29 10:18 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

ELECTRONICALLY FILED - 2019 Jul 31 2:24 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)	IN THE COURT OF COMMON PLEAS FOR THE THIRTEENTH JUDICIAL CIRCUIT
Rallis Holdings, LLC and Oriole Properties, LLC, Third-Party Petitioner, IN RE: Clear Skies Restoration, LLC, Plaintiff, vs. Ivan Martinez and Paula A. Martinez, Defendants.	)	CIVIL CASE NO. 2018CP2303124 **NOTICE OF MOTION AND MOTION FOR RELIEF FROM JUDGMENT AND MOTION FOR NEW TRIAL**

TO: THE ABOVE-NAMED PLAINTIFF and THIRDY-PARTY PETITIONER:

YOU WILL PLEASE TAKE NOTICE that the Defendant, Paula A. Martinez, by and through his undersigned attorney, respectfully moves this Court for an Order setting a hearing on Defendant's Motion for Relief from Judgment at such time and place as is convenient for the Court. At such time and place as is set by the Court, Defendant will move this Court for an ORDER pursuant to Rule 60(b) of the South Carolina Rules of Civil Procedure ("SCRCP") granting Defendant Paula A. Martinez relief from a judgment in the above captioned which was ordered May 8, 2019 in favor of the Plaintiff Clear Skies Restoration, LLC. Defendant respectfully requests that the court issue and order setting aside the default against the Defendant and setting aside/vacating the foreclosure judgment against Defendant and vacating the foreclosure sale.

ELECTRONICALLY FILED - 2019 Jul 31 2:24 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

Defendant also requests an order pursuant to Rule 59 SCRCP granting a new trial of this matter. Defendant asserts that she was not properly served with any papers, pleadings, or other filings during the course of this litigation. (See Affidavit of Paula Martinez attached as Exhibit A). Additionally, Defendant appeals to the recognized "historical power of a court of equity to modify its decree in light of subsequent conditions." *Mr. G v. Mrs. G,* 320 S.C. 305, 311, 465 S.E.2d 101, 107 (Ct. App. 1995). Rule 60(b)(4), SCRCP provides: "On motion and upon such terms as are just, the court may relieve a party…from final judgment, order or proceeding [because]…the judgment is void." A judgment is void if a court acts without personal jurisdiction. A court generally obtains personal jurisdiction by the service of a summons. *BB&T v. Taylor,* 369 S.C. 548, 554-55, 633 S.E.2d 501, 504-05 (2006). In this case, personal jurisdiction was never established as to the Defendant Paula A. Martinez because she was never served.

The court records show (See attached Exhibit B) that the Plaintiff attempted to serve Defendant Paula A. Martinez with the Amended Summons and Complaint among other documents on or about October 22, 2018 by leaving the documents at the residence of co-defendant Ivan Martinez. However, Defendant Ivan Martinez and Defendant Paula A. Martinez were divorced in 2016. At the time service was attempted, Paula A. Martinez was not married to Ivan Martinez and she lived at another address and had no contact with Ivan Martinez. With regard to Rule 4(d)(1) SCRCP which allows for service by delivering a copy of the summons and complaint…by leaving copies thereof at his[her] dwelling house or usual place of abode… Defendant, Paula A. Martinez did not live at 2 Landstone Ct at the time of the attempted service. Her permanent address at that time, or her dwelling house or usual place of abode was 4001 Pelham road Apartment 252. Therefore, service was not proper on Paula A. Martinez. Defendant Paula A. Martinez and Ivan Martinez were not married nor were they having any communication whatsoever at that time.

Service on Ivan Martinez did not constitute service on Paula A. Martinez.

Defendant Paula A. Martinez Defendant believes that equity demands that the foreclosure sale and judgment be set aside, and respectfully requests an order requiring the same from this honorable court declaring the prior judgment and sale null and void.

Based on the foregoing and the common and statutory laws of the State of South Carolina, the pleadings filed herein, affidavits, and legal memoranda that may be hereinafter filed with the Court, Defendant respectfully moves this Court, and requests that an Order be issued granting Defendant, Paula A. Martinez full and complete relief from the Judgment in this case and a new trial.

Respectfully submitted,

The Dodd Law Firm, LLC

s/Michael B. Dodd
S.C. Bar No. 100599
Attorney for the Defendant
The Dodd Law Firm, LLC
1990 Augusta Street, Suite 2B
Greenville, SC 29605
864-747-5607
michael@thedoddlawfirm.com

Greenville, South Carolina
July 31, 2019

ELECTRONICALLY FILED - 2019 Jul 31 2:24 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

ELECTRONICALLY FILED - 2019 Jul 31 2:24 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

EXHIBIT A

ELECTRONICALLY FILED - 2019 Jul 31 2:24 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)	IN THE COURT OF COMMON PLEAS FOR THE THIRTEENTH JUDICIAL CIRCUIT
Rallis Holdings, LLC and Oriole Properties, LLC, Third-Party Petitioner, IN RE: Clear Skies Restoration, LLC, Plaintiff, vs. Ivan Martinez and Paula A. Martinez, Defendants.	)	CIVIL CASE NO. 2018CP2303124 **AFFIDAVIT OF Paula A. Martinez**

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

1. I have read the information on this affidavit and I understand such information, and I affirm it to be my sworn, true testimony, and the contents herein are true to the best of my knowledge.

2. I am over the age of eighteen (18) and of sound mind.

3. I am the ex-wife of Ivan Martinez, who lives at the property subject to this action (2 Landstone Court Greer, SC 29650) with my two sons, ages 13 and 18.

4. I was divorced from Ivan Martinez in 2016. I have not had any direct communication or contact with Ivan Martinez since the date of our divorce. Since 2016 I have lived at 4001 Pelham Road Apt. 252 Greer, SC 29650. This was my legal address and permanent residence until June of 2019 when my new husband and I purchased a new house.

5. On June 3, 2019 I along with Martinez and other members of my family attended the graduation ceremony for our son at Bon Secours Arena in downtown Greenville.

6. I first learned of this case and the dispute with Clear Skies and also the foreclosure and sale of the property after a graduation party for my son when we were all together. I do not remember exactly what date that was but it was around the middle of June after June 14, 2019.

7. When I heard about the case, could not understand how this could possibly happen.

8. I first learned of the actual foreclosure judgment on or about July 26 when my ex-husband Ivan contacted me about this case and said I needed to do something.

9. I received a notice of a hearing in this case and a certificate of service on July 24, 2019.

10. I dispute any and all claims made by Clear Skies Restoration, LLC and believe I am entitled to an order reopening this case, setting aside the foreclosure judgment and sale, and allowing me to defend the allegations made against me.

11. I have never been served with any papers related to this case until July 24, 2019 when I received a notice of this hearing.

12. I have never been served with any notice related to the foreclosure or mechanic's lien or any other information related to this case and this is my true testimony to the best of my belief and recollection.

THE AFFIANT FURTHER SAYETH NAUGHT.

SWORN to and subscribed before me this
31st day of July 2019

By: Paula A Martinez
PAULA A. MARTINEZ

Notary Public for South Carolina
My Commission Expires: 1-30-2029

Notary (printed name): Kirby Jones Jr

Kirby Jones, Jr.
Notary Public, State of South Carolina
My Commission Expires : January 30, 2029

ELECTRONICALLY FILED - 2019 Jul 31 2:24 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

ELECTRONICALLY FILED - 2019 Jul 31 2:24 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

EXHIBIT B

Affidavit of Service

Clear Skies Restoration, LLC., License No. 56425

Case No.

Court In the Register of Deeds Office

(Plaintiff)

VS

Ivan Martinez and Paula Martinez

(Defendant)

Personally appeared before me the undersigned, who being duly sworn, deposes and states that he/she served a copy of the following: Amended Notice and Certificate of Mechanic's Lien, Exhibit A, Verification and Statement of Account, Amended Lis Pendens, Second Exhibit A, Summons, Amended Foreclosure Complaint, Third Exhibit A, ,Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit 1, Exhibit 2.

UPON Paula Martinez **by**

delivering to him/her a copy of the same at 2 Landstone Court, Greer, SC 29650

On the 22nd **day of** October **2018** 6:26 **am/pm, and that the above papers were served in compliance with all state and local laws.**

MANNER OF SERVICE-

____ **Personal: By personally delivering copies to the person being served.**

XX **Substituted at Residence: By leaving copies at the dwelling house or usual place of abode of the person being served with a member of the household of suitable age and explaining the general nature of the papers** Ivan Martinez (Spouse)

____ **Substituted at Business: By leaving, during office hours, copies at the office of the person/entity being served with the person apparently in charge thereof**

____ **Non-Service: After due search, careful inquiry and diligent attempts at the address(es) listed below, I have been unable to effect process upon the person/entity being served because of the following reason(s):**

SWORN to before me this
22nd day of October 2018

Notary Public for South Carolina

My Commission Expires April 26, 2020

(process server)

Michael McNamara

Holder Padgett/Laurie

ELECTRONICALLY FILED - 2018 Oct 26 1:59 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

ELECTRONICALLY FILED - 2019 Jul 31 2:24 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

ELECTRONICALLY FILED - 2019 Aug 21 2:26 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	C. A. No. 2018-CP-23-03124
	)	
Clear Skies Restoration, LLC,	)	
	)	
Plaintiff,	)	
	)	**RULE 60, SCRCP MOTION TO CORRECT MISTAKE IN ORDER FOR JUDGMENT AND DECREE OF FORECLOSURE**
v.	)	
	)	
Ivan Martinez and Paula A. Martinez,	)	
	)	
Defendants.	)	

TO: MICHAEL B. DODD, ESQ., ATTORNEY FOR DEFENDANTS

YOU WILL HEREBY TAKE NOTICE that Plaintiff, by and through its undersigned counsel, hereby moves this Court for an order correcting the mistake in the Order for Judgment and Decree of Foreclosure that was entered on May 8, 2019 (the "Order") in the above-referenced action.

Plaintiff requests the Order be corrected regarding the disbursement of funds. It was in error for the Order to reference any payment to the undefined "Mortgage Liens," as it is clear from the record that the sale would be subject to any senior liens. Specifically, Paragraph 7 on Page 4 of the Order should be changed to read as follows:

7. The Master-in-Equity will apply the proceeds of the sale as follows:

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

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

NEXT: Any surplus shall be held pending further Order of this Court.

Plaintiff further request the Order be set aside to correct the mistake in the Order regarding the book and page number in which Plaintiff's Amended Mechanic's Lien was filed. Specifically, Paragraph 2 on Page 1 of the Order should be changed to read as follows:

ELECTRONICALLY FILED - 2019 Aug 21 2:26 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

2. An Amended Lis Pendens was filed on September 26, 2018, in the Office of the Greenville County Clerk of Court, naming the parties to the action, Ivan Martinez and Paula A. Martinez; the Amended Mechanic's Lien being filed on September 26, 2018, in the Office of the Register of Deeds for Greenville County in Book MI 0141 at Pages 0573-0576, and describing the property being foreclosed; and the Amended Mechanic's Lien being foreclosed via the Amended Summons and Amended Complaint filed on September 26, 2018.

This motion is made pursuant to S.C.R.C.P. 60 and is supported by the South Carolina Rules of Civil Procedure and such other arguments, memorandum and affidavits submitted in association herewith.

Respectfully submitted this 21st day of August, 2019.

HOLDER, PADGETT, LITTLEJOHN + PRICKETT, LLC

s/ M. Stokely Holder

M. Stokely Holder (SC Bar #73892)
Anna L. Bullington (SC Bar # 102503)
P.O. Box 1804
Greenville, SC 29602
(864) 335-8808
sholder@hplplaw.com
abullington@hplplaw.com
Attorneys for Plaintiff Clear Skies Restoration, LLC

ELECTRONICALLY FILED - 2019 Sep 04 3:21 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)	IN THE COURT OF COMMON PLEAS FOR THE THIRTEENTH JUDICIAL CIRCUIT
Rallis Holdings, LLC and Oriole Properties, LLC, Third-Party Petitioners, IN RE: Clear Skies Restoration, LLC, Plaintiff, vs. Ivan Martinez and Paula A. Martinez, Defendants.	)	CIVIL CASE NO. 2018-CP-23-03124 **RESPONSE IN OPPOSITION TO PLAINTIFF'S MOTION**

Now comes Third-Party Petitioner, Oriole Properties, LLC ("Oriole"), and hereby responds to Plaintiff's Rule 60 Motion.

Oriole respectfully requests that the Court deny Plaintiff's Motion. As shown by the attached Second Affidavit of Jonathan D. Custer, as well as the court proceedings in this matter, the Court's prior order regarding disbursement was not a "mistake" but was in fact requested by Plaintiff's Counsel at the evidentiary hearing and subsequently included in the Order for Judgment and Decree of Foreclosure ("Judgment") that was entered on May 8, 2019.

Additionally, the undisputed evidence shows that the Third-Party Petitioners relied on the prior court proceedings and Judgment in making their purchase and recording a Deed on June 11, 2019. They also relied on the actions of Plaintiff's counsel at the auction, who continued to bid amounts well in excess of the Plaintiff's judgment amount.

Finally, because the ultimate sale price at the foreclosure sale was in an amount significant enough to pay off not only the Plaintiff's Mechanics Lien, which was being foreclosed, but also both senior mortgages, there is no prejudice to Plaintiff in the court denying said Motion.

This the 4th day of September, 2019
Greenville, South Carolina

Respectfully Submitted,

s/ Clayton M. Custer

Clayton M. Custer (S.C. Bar No. 68495)
clay.custer@wbd-us.com
Womble Bond Dickinson (US) LLP
550 South Main Street, Suite 400
Greenville, South Carolina 29601
Telephone: (864) 255-5400

ELECTRONICALLY FILED - 2019 Sep 04 3:21 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

ELECTRONICALLY FILED - 2019 Sep 04 3:21 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	C.A. No. 2018-CP-23-03124
	)	
Rallis Holdings, LLC and Oriole Properties, LLC	)	
	)	
Third-Party Petitioner,	)	
	)	
IN RE:	)	**SECOND AFFIDAVIT OF JONATHAN D. CUSTER**
	)	
Clear Skies Restoration, LLC,	)	
	)	
Plaintiff,	)	
	)	
v,	)	
	)	
Ivan Martinez and Paula A. Martinez,	)	
	)	
Defendants.	)	
	)	

Jonathan D. Custer, after being duly sworn, deposes and says as follows.

1. I am over the age of eighteen (18) years and give this Affidavit of my own personal knowledge for use in the above-captioned matter and for any lawful purpose.

2. I am a resident of Spartanburg County. I am one of the owners of Oriole Properties, LLC ("Oriole"). Oriole buys distressed properties, and then we renovate and resell them. Many of our purchases of such properties are at foreclosure auctions in Greenville and Spartanburg Counties. We have been doing this since 2009, and we typically resell 15-25 properties per year.

3. Prior to bidding on any property at an auction, Oriole does an extensive amount of research on both the property itself (condition and value) and the court proceedings leading up to the sale of that property. The latter is usually performed by my brother, Clay Custer, who is an attorney and also one of the owners of Oriole. The research as to the value of the property is typically performed by my nephew, Drew Custer, who is a licensed real estate agent in South Carolina.

ELECTRONICALLY FILED - 2019 Sep 04 3:21 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

4. Prior to the auction on June 3, 2019, Oriole researched the pending sale of 2 Landstone Court by driving by the home on several occasions, conducting extensive online research as to its likely resale value, and reviewing the court file in the foreclosure case leading up to the Order for Judgment and Decree of Foreclosure, which was filed May 8, 2019.

5. Oriole's online research of 2 Landstone Court prior to the auction led us to conclude that the resale value of the property, after reasonable renovations, would likely be in the range of $320,000 - $350,000. According to online information provided by Greenville County, the property has 4 bedrooms 3.5 baths and 3,174 square feet; and it is in a desirable location and school district of Greenville County.

6. Oriole's research of the foreclosure proceedings prior to the auction on June 3, 2019 led us to conclude the following:

a. The lien being foreclosed was by an out of state (Georgia) roofing company and was a third lien on the house;
b. The first lien on the property is held by Wells Fargo. It is from 2011 and is in the amount of $50,000;
c. The second lien on the property is held by SunTrust Bank. It is from December 2014 and is in the amount of $25,000;
d. The proceeds of the sale, according to the Order for Judgment and Decree of Foreclosure, would be used to pay off all three liens in their order of priority. This was important to us because it meant that, if we were the purchaser of the property, we should be purchasing it free and clear of any liens (assuming the bidding was high enough to pay off all three mortgages/liens).

7. At the auction, Rallis Holdings, LLC was the high bidder for 2 Landstone Court, in the amount of $120,100.

8. It is my understating that Rallis Holdings, LLC is owned by Ron Rallis, a local investor.

ELECTRONICALLY FILED - 2019 Sep 04 3:21 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

9. We have known Mr. Rallis for several years, and in the past we have occasionally sold properties to him (and vice versa). Accordingly, after the auction, Oriole approached Mr. Rallis about purchasing this property from him.

10. As a result of those negotiations, Oriole reached an agreement with Rallis Holdings, whereby we would each own a one-half interest of the property at 2 Landstone Court.

11. In making this agreement with Rallis Holdings and paying one-half of the purchase price to the court, we relied on the Order for Judgment and Decree of Foreclosure, as well as the transcript of proceedings in this matter. Both of these documents, which can be viewed online, confirmed that the proceeds of this sale would be used to pay off all three mortgages and liens in the order of their priority.

12. Prior to complying with any bid at an auction, and getting a deed, Oriole always engages a local real estate attorney to perform a title search and provide an opinion as to clear title.

13. In this case, both Oriole and Rallis Holdings engaged the firm Guest & Brady to perform title search. We complied with the bid, along with paying accrued interest, deed stamps, attorney's fees and other charges, only after receiving confirmation from Guest & Brady that the title was clear in this matter and that we were purchasing it without any other mortgages (other than the previously mentioned mortgages of Wells Fargo and SunTrust, which would be paid off with the proceeds of sale) left to encumber our title.

14. Oriole and Rallis Holdings closed on this property on June 7, 2019 at the Law Offices of Guest & Brady. Our deed was issued by the court and then recorded in Greenville County on June 11, 2019.

15. Oriole was never informed of any possible issue with paying off the senior mortgages until receiving notice of a Motion from Plaintiff on August 21, 2019, saying there was some

ELECTRONICALLY FILED - 2019 Sep 04 3:21 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

purported "mistake" in the Judgment. This was after Oriole had ordered a title search, been issued a deed, obtained an Order for Writ of Eviction, had the Writ served on Defendant Ivan Martinez, and engaged in two subsequent court hearings with Mr. Martinez regarding his Stay of Eviction.

16. Additionally, Oriole was never aware of any possible issue with any defect in the title or issue with any of the foreclosure process, prior to the auction or prior to getting a deed. Our first such notice of any possible issue was on July 17, 2019, when we were served with papers from Ivan Martinez' lawyer claiming that he had not been properly served with court papers in this matter. This was more than one month after we had been issued a Deed by the Master-In-Equity.

17. Based on a purchase price of $120,100, Oriole estimated that the net profit for the purchasers, upon resale of this property and after reasonable deductions for renovation costs and realtor commissions, would be in the range of $130,000 - $160,000.

18. As fifty percent (50%) owner of 2 Landstone Court, Oriole purchased this property with a reasonable expectation that it would ultimately receive one-half of those net profits.

This the 4 day of September, 2019

Jonathan D. Custer

SUBSCRIBED TO AND SWORN TO before me this

4 day of September, 2019.

Catherine N. Duvall

Notary Public for South Carolina

My Commission Expires: 4/22/29

CATHERINE N. DUVALL NOTARY PUBLIC SOUTH CAROLINA

ELECTRONICALLY FILED - 2019 Sep 16 1:27 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	C.A. No. 2018-CP-23-03124
	)	
Rallis Holdings, LLC and Oriole Properties, LLC	)	
	)	
Third-Party Petitioners/Intervenors,	)	
	)	
IN RE:	)	**MOTION TO INTERVENE**
	)	
Clear Skies Restoration, LLC,	)	
	)	
Plaintiff,	)	
	)	
v,	)	
	)	
Ivan Martinez and Paula A. Martinez,	)	
	)	
Defendants.	)	
	)	

Now come Third-Party Petitioners Oriole Properties LLC, ("Oriole") and Rallis Holdings, LLC ("Rallis") and hereby, through counsel and pursuant to S.C.R. Civ. P. 24, move to intervene as a matter of right in the within action. In support of this Motion, the undersigned show the Court the following:

1. Oriole and Rallis obtained title to the real property that is the subject of this action by Master's Deed issued by the Master-in-Equity and filed of record in Office of the Register of Deeds for Greenville County on June 11, 2019 in Deed Book 2568 at Page 290 (the "Deed"); and

2. Oriole and Rallis Holdings were bona fide purchasers for value of the real property that is the subject of this action without notice of any defect in the proceedings in this action under S.C. Code § 15-39-870; and

ELECTRONICALLY FILED - 2019 Sep 16 1:27 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

3. Pursuant to an Order issued by the Court dated September 3, 2019, pursuant to the Motion of Paula A. Martinez to set aside the judgment in this matter, the Court vacated the judgment and declared the Deed void; and

4. Oriole and Rallis claim an interest relating to real property which is the subject of this action; and

5. Oriole and Rallis are not existing parties to the original action and accordingly, their ability to protect their interest in the real property which is the subject of this action is impaired; and

6. The Court has already permitted Oriole and Rallis to appear in this action in response to various motions filed by the existing parties to this action; and

7. The interests of Oriole and Rallis are not adequately represented by the existing parties in this action.

In support of its Motion, Oriole and Rallis submit the Affidavit of Ronald D. Rallis, Jr., attached hereto as Exhibit A.

Pursuant to Rule 24(a), the undersigned move the Court for an order granting their motion to intervene as a matter of right as Third-Party Petitioners to protect their interest in the real property that is the subject of this action.

[*Signatures on following page.*]

This the 16th day of September, 2019.

s/ Clayton M. Custer
Clayton M. Custer (S.C. Bar No. 68495)
Clay.custer@wbd-us.com
Womble Bond Dickinson (US) LLP
550 South Main Street, Suite 400
Greenville, South Carolina 29601
Telephone: (864) 255-5424
Fax: (864) 239.5864

Counsel for Oriole Properties, LLC

s/ A. Brooks Haselden/
A. Brooks Haselden (S.C. Bar #78656)
brooks@haseldenllc.com
Haselden, LLC
P.O. Box 9001
Greenville, SC 29604
(864) 293-5546

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Exhibit A

To Motion to Intervene -

Affidavit of Ronald D. Rallis, Jr.

ELECTRONICALLY FILED - 2019 Sep 16 1:27 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

ELECTRONICALLY FILED - 2019 Sep 16 1:27 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	C.A. No. 2018-CP-23-03124
	)	
Rallis Holdings, LLC and Oriole Properties, LLC	)	
	)	
Third-Party Petitioner,	)	
	)	
IN RE:	)	**AFFIDAVIT**
	)	**OF RONALD D. RALLIS, JR.**
Clear Skies Restoration, LLC,	)	
	)	
Plaintiff,	)	
	)	
v,	)	
	)	
Ivan Martinez and Paula A. Martinez,	)	
	)	
Defendants.	)	
	)	

I, Ronald D. Rallis, Jr., after being duly sworn, deposes and says as follows.

1. I am over the age of eighteen (18) years and give this Affidavit of my own personal knowledge for use in the above-captioned matter and for any lawful purpose.

2. I am the sole member and owner of Rallis Holdings, LLC ("Rallis Holdings"). Rallis Holdings buys distressed properties, renovates and resells them. Many of its purchases are at foreclosure auctions in Greenville County.

3. Prior to bidding on any property at an auction, I perform an extensive amount of research on both the property itself (condition and value) and the court proceedings leading up to the sale of that property on behalf of Rallis Holdings.

4. Prior to the auction on June 3, 2019, I researched the pending sale of 2 Landstone Court, Greer, South Carolina (the real property at issue in this action) by driving by the home on several occasions, conducting extensive online research as to its likely resale value, and reviewing

ELECTRONICALLY FILED - 2019 Sep 16 1:27 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

the court file in this case leading up to the Order for Judgment and Decree of Foreclosure, which was filed May 8, 2019.

5. My online research of 2 Landstone Court prior to the auction led me to conclude that the resale value of the property, after reasonable renovations, would likely be in the range of $345,000 - $370,000. According to online information provided by Greenville County, the property has 4 bedrooms, 3.5 baths and 3,174 square feet.

6. My research of the foreclosure proceedings prior to the auction on June 3, 2019 led me to conclude the following prior to the auction:

a. The lien being foreclosed was by a roofing company and was a third lien on the real property;
b. Wells Fargo Bank holds a first priority mortgage lien on the real property. It is from 2011 and is in the amount of $50,000;
c. SunTrust Bank holds a second priority mortgage lien on the real property. It is from December 2014 and is in the amount of $25,000;
d. The proceeds of the sale, according to the Order for Judgment and Decree of Foreclosure, would be used to pay off all three liens. This was important to me because it meant that, if Rallis Holdings were the purchaser of the property, it would be purchasing the property free and clear of any liens (assuming the bidding was high enough to pay off all three mortgages/liens).

7. At the auction, Clear Skies Restoration, LLC, by and through its counsel, participated in the bidding for the real property. During the bidding, when the attorney for Clear Skies Restoration continued to bid in an amount in excess of the judgment Clear Skies Restoration had obtained against the Defendant(s), another participant in the auction inquired with the Master-in-Equity, as auctioneer, whether the attorney for Clear Skies was bidding on the real property on behalf of Clear Skies Restoration. The attorney for Clear Skies Restoration, in response to the Master-in-Equity, stated that she was bidding on behalf of Clear Skies Restoration.

8. The attorney for Clear Skies Restoration bid the purchase price of the real property up to approximately $80,000.00, consistent with the language of the Order of Judgment and Decree of

ELECTRONICALLY FILED - 2019 Sep 16 1:27 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

Foreclosure that stated that the proceeds of the sale would be used to pay off all three liens on the real property.

9. Rallis Holdings was the high bidder for 2 Landstone Court, in the amount of $120,100.

10. After the auction, an agent of Oriole Properties, LLC approached me about purchasing the real property from Rallis Holdings.

11. As a result of those negotiations, Rallis Holdings reached an agreement with Oriole Properties whereby each party would own a ½ interest in the real property at 2 Landstone Court.

12. In making this agreement with Oriole Properties and paying 1/2 of the purchase price to the court, I (on behalf of Rallis Holdings) relied on the Order for Judgment and Decree of Foreclosure, as well as the transcript of proceedings in this matter. Both of these documents, which can be viewed online, indicated that the proceeds of this sale would pay off all three mortgages and liens.

13. Prior to complying with any bid at an auction, Rallis Holdings always engages a local real estate attorney to perform a title search and provide an opinion as to clear title.

14. In this case, both Rallis Holdings and Oriole Properties jointly engaged the firm Guest & Brady to perform a title search. Rallis Holdings complied with the bid, along with paying accrued interest and deed stamps, attorney's fees and other charges, only after receiving confirmation from Guest & Brady that the title was clear in this matter and that Rallis Holdings and Oriole Properties were purchasing the real property without any existing mortgages (other than the previously mentioned mortgages of Wells Fargo and SunTrust, which would be paid off with the proceeds of sale).

ELECTRONICALLY FILED - 2019 Sep 16 1:27 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

15. Rallis Holdings had no notice of any possible defect in the Judgment or issue with paying off the existing Wells Fargo or SunTrust Bank mortgages with the proceeds of the sale until receiving notice of a Motion from Plaintiff on August 21, 2019. This was after Rallis Holdings had ordered a title search, obtained a deed, obtained an Order for Writ of Eviction, had the Writ served on Defendant Ivan Martinez, and engaged in two subsequent court hearings regarding a Stay of Eviction.

16. Rallis Holdings was never aware of any possible issue with any defect in the title or issue with the foreclosure process until July 17, 2019, when it was served with papers from Ivan Martinez' lawyer claiming that he had not been properly served with court papers in this matter. This was more than one month after the Master-In-Equity had issued a deed to the real property to Rallis Holdings and Oriole Properties.

17. Based on a purchase price of $120,100, Rallis Holdings estimated that the net profit for the purchasers, upon resale of this property and after reasonable deductions for renovation costs and realtor commissions, would be $180,000.

18. As fifty percent (50%) owner of 2 Landstone Court, Rallis Holdings purchased this property with a reasonable expectation that it would ultimately receive 1/2 of those net profits.

This the 3rd day of September, 2019

Ronald D. Rallis, Jr.

SUBSCRIBED TO AND SWORN TO before me this

3rd day of September, 2019.

Notary Public for

Jennifer Morciglio
Notary Public, State of South Carolina
My Commission Expires March 28, 2027

My Commission Expires:

ELECTRONICALLY FILED - 2019 Sep 16 3:01 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	C.A. No. 2018-CP-23-03124
	)	
	)	
Rallis Holdings, LLC and Oriole Properties, LLC	)	
	)	
Third-Party Petitioner and Intervenors,	)	**MOTION FOR RECONSIDERATION AND TO ALLOW LIMITED DISCOVERY, MOTION TO ALTER/AMEND, AND MOTION TO STAY**
	)	
IN RE:	)	
	)	
Clear Skies Restoration, LLC,	)	
	)	
Plaintiff,	)	
v.	)	
	)	
Ivan Martinez and Paula A. Martinez,	)	
	)	
Defendants.	)	
	)	

Now come Third-Party Petitioners and Intervenors Oriole Properties LLC, ("Oriole") and Rallis Holdings, LLC ("Rallis"), through counsel and pursuant to S.C.R. Civ. P. 59, and hereby move the Court to reconsider its Order of September 4, 2019, to reopen the record to allow limited discovery, and to alter/amend said Order to the extent it voids the deed of the Third-Party Petitioners. In support of this Motion, the undersigned show the Court the following:

1. Even assuming that there was this insufficient service of process on Defendant Paula Martinez, such conclusion is not grounds to vacate the sale as to a bona fide purchaser.

2. Plaintiffs' untimely Motion to Correct the Judgment is not grounds to vacate the sale as to a bona fide purchaser.

3. Plaintiff's Motion was granted by the Court without a hearing and without any evidence submitted into the record. Paula Martinez' Motion was filed the day before the hearing on that Motion. Before Rallis or Oriole are divested of a property interest they lawfully acquired

ELECTRONICALLY FILED - 2019 Sep 16 3:01 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

three months ago, following the June 2019 auction, they should be permitted a brief period of the 45-60 days to conduct discovery into the allegations contained in these Motions.

In support of this Motion, Oriole Properties and Rallis Holdings rely on the following documents:

1. Affidavit of Ronald Rallis
2. Affidavit of Jonathan Custer
3. Affidavit of Kevin Brady
4. Memorandum in Support of Motion for Reconsideration.

Pursuant to Rule 62(a), the undersigned also move the Court for a stay of the Court's Order, to the extent it voids the Deed of Third-Party Petitioners, until such time as an appeal is taken, and during the pendency of an appeal.

This the 16th day of September, 2019.

s/ Clayton M. Custer
Clayton M. Custer (S.C. Bar No. 68495)
Clay.custer@wbd-us.com
Womble Bond Dickinson (US) LLP
550 South Main Street, Suite 400
Greenville, South Carolina 29601
Telephone: (864) 255-5424
Fax: (864) 239.5864

Counsel for Oriole Properties, LLC

s/ A. Brooks Haselden
A. Brooks Haselden (S.C. Bar #78656)
brooks@haseldenllc.com
Haselden, LLC
P.O. Box 9001
Greenville, SC 29604
(864) 293-5546

Counsel for Rallis Holdings, LLC

ELECTRONICALLY FILED - 2019 Sep 16 3:01 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	C.A. No. 2018-CP-23-03124
	)	
Rallis Holdings, LLC and Oriole Properties, LLC	)	
	)	
Third-Party Petitioner,	)	
	)	
IN RE:	)	**MEMORANDUM IN SUPPORT OF MOTION FOR RECONSIDERATION**
	)	
Clear Skies Restoration, LLC,	)	
	)	
Plaintiff,	)	
	)	
v,	)	
	)	
Ivan Martinez and Paula A. Martinez,	)	
	)	
Defendants.	)	
	)	

Third party petitioners, Oriole Properties, LLC ("Oriole") and Rallis Holdings, LLC ("Rallis") hereby jointly submit this Memorandum in Support of their Motion for Reconsideration of the Court's Order of September 4, 2019 ("Order"). In that Order, the Court vacated the sale of June 3, 2019; vacated the Judgment of May 3, 2019; and voided a deed issued by the Master-In-Equity to Rallis and Oriole on June 11, 2019.

FACTUAL BACKGROUND

This Action was commenced on June 1, 2018, by Plaintiff Clear Skies Restoration, LLC ("Clear Skies"), seeking foreclosure of a Mechanic's Lien that had been filed on April 9, 2018. Although the original Complaint was filed only as to Defendant Ivan Martinez, an Amended Summons and Complaint was subsequently filed and named both Ivan Martinez and Paula A. Martinez as Defendants. The Complaint alleged that Clear Skies had put a new roof on

ELECTRONICALLY FILED - 2019 Sep 16 3:01 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

Defendants' house (at 2 Landstone Court in Greer) and that it had not been paid for its services. Defendants Ivan and Paula Martinez have been the owners of 2 Landstone Court since 2007.

Following the filing of the Amended Summons and Complaint, two copies of the Amended Mechanic's Lien, Amended Lis Pendens and Amended Summons and Complaint were served upon Defendant Ivan Martinez at 2 Landstone Court on October 22, 2018. Service of the documents upon Paula Martinez was made by leaving an extra copy of these documents with Ivan Martinez the same day.

Neither Defendant responded to the Amended Summons and Complaint. Both were held to be in default by this Court, as shown by an Order for Entry of Default dated December 31, 2018. A hearing was subsequently held on February 7, 2019. Plaintiff's attorney Stokely Holder appeared at that hearing. Neither Defendant appeared at the hearing.

At the hearing, Plaintiff's counsel advised the Court of the two senior mortgages on the property and requested that the Order and Judgment reflect that these mortgages would be paid on a priority basis from the sale proceeds:

> "And your Honor, there is – there exists, from what I can tell, two senior mortgages on the property. It's my understanding that it's the Court's preference if the foreclosure sale is ordered that the debt or the payoffs on those senior mortgages are announced at the sale. We would respectfully request that that be ordered. And we're happy to agree to provide notice of that order on those mortgages."

Thereafter, the Court issued an Order for Judgment and Decree of Foreclosure ("Judgment") on May 8, 2019. The Judgment determined that the total amount owed to Plaintiff was $12,020.48. Consistent with the request of Plaintiff's counsel at the hearing, the Order provided that the proceeds of the sale would be paid in this fashion:

ELECTRONICALLY FILED - 2019 Sep 16 3:01 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

"The Master-in-Equity will apply the proceeds of the sale as follows:
FIRST: To the payment of the Mortgage liens;
NEXT: To the payment of the amount of the costs and expenses of this action, including any Guardian *ad Litem* fee or fees of attorneys appointed under Order of Court;
NEXT: To the payment to the Plaintiff or Plaintiff's attorney of the amount of Plaintiff's debt and interest, or so much thereof as the purchase money will pay on the same;
NEXT: Any surplus shall be held pending further Order of this Court."

The property was duly advertised for sale and sold at the regular monthly auction in Greenville County on June 3, 2019. Plaintiff's counsel appeared at the auction and continued to bid in incremental amounts well in excess of Plaintiff's judgment of $12,020.48. When asked by the Court during the auction who she was bidding for, Plaintiff's counsel confirmed that she was bidding on behalf of Plaintiff.[1] Rallis entered a high bid of $120,100 at the auction and promptly complied with its bid by making a 5% deposit at that time.

On June 7, 2019, Rallis assigned one-half of its interest to Oriole, and representatives of both companies attended a closing at the law office of Guest & Brady (affidavit of Brady). Prior to complying with the bid, attorney Kevin Brady performed a usual, reasonable and customary title search of the property. According to Brady's affidavit, customary title searches among members of the South Carolina real estate Bar do not include researching family court records, DMV records, or other ancillary public records of the Defendants to see if there is some potential collateral attack which could be made on the Court's prior adjudication that effective service was obtained on both Defendants. This is consistent with S.C. Ann §20-3-670, which provides that right and interests created by the divorce statute or in a divorce action as to real property are "not effective against third-parties" unless a Notice of Pending action has been filed.

[1] Based on existing mortgages of $50,000 and $25,000, it appears that Plaintiff's counsel had calculated an amount it needed to bid in order to ensure its client would be paid from the proceeds of sale. This was consistent with the amounts bid by Plaintiff's counsel at the auction, in the range of approximately $80,000. See affidavit of Rallis, paragraph 8.

ELECTRONICALLY FILED - 2019 Sep 16 3:01 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

It is undisputed that Rallis and Oriole were issued a Master's Deed following the sale, and that such Deed was thereafter filed on June 11, 2019. It is further undisputed that neither Oriole or Rallis had any knowledge at that time of any possible claims of defective service.

On June 12, 2019, the Court issued an Order for Eviction of Defendants Ivan Martinez and Paula Martinez "or any other occupant of the property." The Greenville County Sheriff served such notice on Ivan Martinez several weeks later.

After Rallis and Oriole had been issued a Deed, and after the Court has issued an Order of Eviction, the following Motions were filed:

1. Motion to Stay, filed by Defendant Ivan Martinez pro se (asking for eviction to be stayed for 160 days, or "until the matter is resolved with the contractor and the lein [sic] can be rescinded." (filed July 3, 2019).
2. Motion for Relief for Judgment and Motion for New Trial, filed by Defendant Ivan Martinez through counsel, alleging lack of proper service (filed July 15, 2019).
3. Motion or Relief from Judgment and Motion for New Trial, filed by Defendant Paula A. Martinez, alleging lack of proper service (filed July 31, 2019).
4. Motion to Stay Writ of Ejectment of Paula A. Martinez (filed July 31, 2019).
5. Motion to Stay Writ of Ejectment of Ivan Martinez (filed July 31, 2019).
6. Motion of Clear Skies to "Correct Mistake in Order and Judgment for Decree of Foreclosure", asking that Judgment be changed so that senior mortgages are not paid from sale proceeds (filed August 21, 2019).

ELECTRONICALLY FILED - 2019 Sep 16 3:01 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

ARGUMENT

I. PLAINTIFF'S "MOTION TO CORRECT" IS NOT GROUNDS TO VOID THE DEED ISSUED TO A BONA FIDE PURCHASER.

The Court's Order indicates that it is largely setting the sale aside because of Plaintiff's "Motion to Correct." (See Order, p. 11). It is true that the determination of whether a judicial sale should be set aside is a matter generally "left to the sound discretion of the trial court." *Investors Sav. Bank v. Phelps*, 303 S.C. 15, 17, 397 S.E.2d 780, 781 (Ct. App. 1990). However, long-standing precedent in South Carolina upholds the basic tenet that "a judicial sale should not be set aside except for cogent reasons. The purpose of the law and of the proceedings in which a sale has been decreed is that it shall be final." *Spillers v. Clay*, 233 S.C. 99, 104, 103 S.E.2d 759, 761-62 (1958). Indeed, it is a long-standing policy of South Carolina Courts "to uphold such sales when regularly made and when it can be done without violating principle or doing injustice." *Henry v. Blakely*, 216 SC 13, 18, 56 S.E.2d 581, 583 (1949). Furthermore, this principle has to be viewed in harmony with South Carolina Code §15-39-870, which states as follows:

> upon the execution and delivery by the proper officer of the court of a deed for any property sold at a judicial sale under a decree of a court of competent jurisdiction that proceedings under which such sale is made shall be deemed res judicata as to any and all bona fide purchasers for value without notice, notwithstanding such sale may not subsequently be confirmed by the court.

In this case, Plaintiff has not alleged sufficient grounds to vacate a sale after it has been made and a third party bona fide purchaser has been issued a deed. As the affidavits on record show, there was in fact no "mistake" to correct as follows:

1) Plaintiff's counsel at the foreclosure requested that the sale proceeds pay off the two senior mortgages before paying the Plaintiff;

2) The Court's judgment entered language consistent with this request; and

ELECTRONICALLY FILED - 2019 Sep 16 3:01 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

3) Plaintiff's counsel at the auction entered several incremental bids well above its judgment amount consistent with the terms of the judgment (Rallis Affidavit, ¶7,8).

The record is undisputed that the bona fide purchasers reviewed the Court file prior to the sale and relied on the Court's judgment. They also relied on the actions of Plaintiff's counsel at the auction, in making a bid up to $80,000. Accordingly, it would be equitable and unjust for the Court to now vacate the sale and void the deed previously issued to the bona fide purchasers.

In *Eastern Sav. Bank, FSB v. Sanders*, 373 S.C. 349, 644 S.E.2d 802 (Ct. App. 2007), the Court addressed a much larger mistake by Plaintiff's counsel. In *Sanders*, the Plaintiff Bank had instructed its counsel to bid "up to $550,000" for the property, but the paralegal who attended the sale entered an initial bid of $100,000 and no other bids were made at that time because a deficiency sale had been requested. At the deficiency sale, the property subsequently sold for $246,000, significantly less than the amount the bank had instructed its counsel to bid.

When the Bank discovered the error, after a deed had been issued to a bona fide purchaser, it moved to set aside the sale on several grounds. Quoting from numerous South Carolina cases where judicial sales have been upheld, the Court once again declined to vacate the sale. Id. at 360, 644 S.E.2d at 807. S*ee also*, *Appeal of Pasley*, 230 S.C. 55, 94 S.E.2d 57 (1956) (appellant instructed his attorney to bid at least $1000 for property which sold for only $450 at sale; attorney missed the sale due to engine troubles with his automobile; finality of sale upheld because no fraud or other actions of judicial officer conducting the sale warranted vacating it.)

Finally, equitable considerations should mandate that Plaintiff's Motion be denied. Even with outstanding senior mortgage balances of $50,000 and $25,000, the sale price of $120,100 still yields ample funds for Plaintiff to be paid its entire judgment, Court costs to be paid, and approximately $30,000 in surplus funds to be distributed to the Defendants. In short,

ELECTRONICALLY FILED - 2019 Sep 16 3:01 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

Plaintiff will be paid from the sale proceeds regardless of whether Plaintiff is paid first in line or third in line. There simply is no detriment to Plaintiff from the Court denying its Motion, whereas the harm to the third party petitioners and having their deed voided three months after it was issued is readily apparent.

II. ALLEGEDLY INSUFFICIENT SERVICE OF PROCESS ON PAULA MARTINEZ IS NOT GROUNDS TO VACATE THE SALE.TO A BONA FIDE PURCHASER.

A. Rallis and Oriole Were Bona Fide Purchasers.

In vacating the foreclosure sale, this Court seems to acknowledge Third-Party Petitioners' status as bona fide purchasers, but goes on to conclude that such status "is outweighed by the fundamental right that every defendant enjoys to due process." (Order, p. 10). While due process is undeniably a fundamental right, the South Carolina legislature has made it clear that no such balancing test should be applied in situations such as this. Furthermore, there are numerous South Carolina cases where much more egregious procedural defects or service issues were alleged, yet our courts have consistently upheld sales to bona fide purchasers. For this reason, the third party petitioners respectfully request that the Court reconsider this long line of these cases and its Order.

South Carolina Code § 15-39-870 provides as follows:

> upon the execution and delivery by the proper officer of the court of a deed for any property sold at a judicial sale under a decree of a court of competent jurisdiction that proceedings under which such sale is made shall be deemed res judicata as to any and all bona fide purchasers for value without notice, notwithstanding such sale may not subsequently be confirmed by the court.

The record clearly shows that Rallis and Oriole are Bona Fide Purchasers. They took the deed without notice of any alleged procedural defect and paid value for the property in question (See Affidavits of Rallis and Brady).

ELECTRONICALLY FILED - 2019 Sep 16 3:01 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

B. Defects in Service Do Not Trump a Bona Fide Purchase.

The rationale for the bona fide purchaser statute is the "well established public policy of protecting good faith purchasers and upholding the finality of a judicial sale." *Robinson v. Estate of Harris*, 378 S.C. 140, 662 S.E.2d 420, 422 (Ct. App. 2008), aff'd on other grounds, 390 S.C. 272, 701 S.E.2d 740 (2010).

In *Robinson*, as in the present case, the appellants also claimed that the Master-In-Equity lacked jurisdiction to sell the property because of "defects in service." Appellants submitted affidavits showing (1) Keith Brown, who received substitute service of the Complaint for Kathleen and Bobbie Brown, was in fact not the same "Keith Brown" who should have been served; and (2) both Kathleen and Bobbie were legally incompetent, and thus incapable of being sued without the appointment of a guardian by the Court. The Court of Appeals stated that, even if these were in fact defects in service, such defects were irrelevant because "none of the affidavits were matters of records at the time of the foreclosure sale." *Id*. at 146, 662 S.E.2d at 423. The Court went on to note as follows:

> Moreover, there is no evidence that Duggan or his predecessors in title had notice, constructive or otherwise, of appellant's claims that Kathleen and Bobbie were incompetent and were not properly served in the foreclosure action. Pursuant to Section 15-39-870, then, we hold Duggan's title was not affected by appellant's claim of defective service of process in the foreclosure action. *Id*. at 147, 662 S.E.2d at 423.

Robinson follows a long line of South Carolina precedents. In *Cumbie v. Newberry*, 251 S.C. 33, 159 S.E.2d 915 (1968), the South Carolina Supreme Court held that any allegation of procedural defects in the sale itself could not overcome the status of a bona fide purchaser who had been issued a deed following the sale. The Court noted:

> A purchaser in good faith at a judicial sale is not affected by irregularities in the proceedings or even error in the judgment, under which the sale is made; but is required at his peril only to make inquiry to the jurisdiction of the court which ordered the sale,

ELECTRONICALLY FILED - 2019 Sep 16 3:01 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

> and whether all proper parties were before the court when the order was made. *Id* at 37, 159 S.E.2d at 917 (citation omitted).

Defendants have argued that because Paula Martinez divorced Ivan Martinez three years before the foreclosure was filed, and divorce court records are a type of "public record," then third party petitioners should somehow have been on notice that Paula Martinez (a) lived somewhere else besides 2 Landstone Court as of 2018, (b) had no notice of the foreclosure sale, and (c) the Court's two prior adjudications that she was properly served were therefore somehow invalid. This argument has also been addressed and rejected by our appellate courts. In *Bloody Point Prop. Owners Ass'n. v. Ashton*, 410 S.C. 62, 762 S.E.2d 729 (2014), the homeowners/appellants who owned a lot on Daufuskie Island but resided in Pennsylvania, challenged the Court's Order of Publication, after a sale was held and a deed was recorded by a third-party purchaser. The appellants argued that their address in Pennsylvania was well known to the plaintiff Homeowners Association, so that service by publication was completely improper, and that they received no actual notice of the foreclosure or sale. The records showed that the Clerk of Court had filed an Order of Publication authorizing service on appellants by publishing a copy in the Beaufort County's *Island Packet* for three consecutive weeks, and the Court's Judgment had confirmed and approved the Order of Publication.

As in this case, the homeowners/appellants in *Bloody Point* argued that the Fingerhuts (who purchased the property at the auction) had "not properly and sufficiently inquired as to whether all parties were properly before the Court when the Order (of publication) was made." Appellants argued that it was clear the Order of Publication did not comply with the publication requirements of South Carolina Code §15-9-740. In rejecting those claims, the Court affirmed the master's finding that the Fingerhuts were a bona fide purchaser and not affected by any subsequent claims of defective service of process:

ELECTRONICALLY FILED - 2019 Sep 16 3:01 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

> Here, as in *Robinson*, there is no evidence the Fingerhuts had any notice of Appellants' claims they were not properly served. Thus, the Fingerhuts were bona fide purchasers and their title to the property was not affected by Appellants' claims of defective service of process in the foreclosure action. In light of our finding the Fingerhuts were bona fide purchasers without notice, we need not address appellants' argument regarding improper service.

Id. at 69, 762 S.E.2d at 733[2].

Bloody Point and *Robinson* also follow a long line of South Carolina cases, where courts have rejected subsequent challenges to service (or other jurisdictional issues) in foreclosure actions, once the sale has occurred and a deed has been issued to a bona fide purchaser. This is because a third party purchaser has the right to rely on the court's judgment and its findings regarding service. As the South Carolina Supreme Court noted over 100 years ago:

> It must be presumed from the judgment rendered that the Court considered and adjudicated the regularity and sufficiency of each and every step in the proceedings leading up to it, including the sufficiency of the complaint, the issuance and service of process upon the defendants, and the rights and interests of the parties to the action under the allegations and evidence; and although the conclusions with respect to those matters, or any of them, might have been erroneous, so that they would have been reversed on appeal, they do not make the judgment void collaterally.

Gladden v. Chapman, 106 S.C. 48, 91 S.E.2d 796, 797 (1917). *See also Wooten v. Seanch*, 187 S.C. 219, 196 S.E. 877 (1938) (Supreme Court upholding judicial sale in mortgage foreclosure, despite defect with property description and no lis pendens being filed; the Court citing bona fide purchaser statute and stating that absent suggestion of fraud in the case, "the sale must be upheld"); *Antrum v. Hartsfield Production Credit Ass'n*, 228 S.C. 201, 89 S.E.2d 376 (1955)

[2] The rationale of the *Bloody Point Court* was that an analysis of whether the service by publication was defective became moot once it was determined that the Fingerhuts were bona fide purchasers. The court in this case should follow that same reasoning. However, should the court wish to fully examine the claim of Paula Martinez of defective service, that claim should fail under Rule 4 as well. Pursuant to Rule 4(d)(1), service could be made on Paula Martinez by either (1) serving her "personally" or (2) "by leaving copies thereof at her dwelling house or usual place of abode with some person of suitable age and discretion." There is no dispute that Ivan Martinez is of "suitable age and discretion." Paula Martinez may have established that her "usual place of abode" was a different location after 2015. However, having chosen to keep the title to 2 Landstone Court in her name, along with both mortgages, she has not established that 2 Landstone was not her legal "dwelling house" as of October 2018, when Ivan Martinez accepted service on her behalf. This conclusion is consistent not only with Rule 4(d)(1), but also with S.C. Code Ann §20-3-670.

ELECTRONICALLY FILED - 2019 Sep 16 3:01 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

(court overruling subsequent challenges to foreclosure sale and noting that the doctrine of res judicata is "a fundamental rule of our jurisprudence" and applies to bar subsequent challenges to a purchase made by bona fide purchaser).

C. Public Policy Mandates That the Sale Be Upheld.

It has been the policy of South Carolina court for over 100 years to enforce and uphold the finality of judicial sales from collateral attack. Errors in the judgment do not justify setting aside a sale as to a third party purchaser, unless they were caused by the officer conducing the sale or by the purchaser. Brownlee v. Miller, 208 S.C. 252, 37 S.E.2d 658 (1946). A sale should always be upheld "when it can be done without violating principle or doing injustice." Wooten v Search, 187 S.C. 219, 221. 196 S.E 877, 878 (1938). Purchasers at a judicial sale are not required to look further than to the court's jurisdiction of subject matter and persons. Wingard v. Hennessee, 206 S.C. 159, 33 S.E.2d 390 (1945). Most importantly, a purchaser in good faith is "not affected" by irregularities which might have justified vacating the judgment in a direct attack which are "not disclosed by examination of the record.[3]" Bennett v. Floyd, 237 S.C. 64, 115 S.E.2d 659 (1960). As the South Carolina Supreme Court stated so eloquently over 100 years ago:

> What sort of an opinion must the average layman entertain of a court and its administration of justice, if that court should sell him land and take his money for it, and afterwards tell him that he has no title and take it away from him? Our people have an abiding faith in "court titles," and it should not be shaken. Hence the rule is as above stated, and the purchaser in good faith at a judicial sale is bound only to see that the court had jurisdiction of the subject of the action and of the parties in interest. He is not affected by irregularities or errors in the record for which the judgment might have been vacated in a direct attack, or reversed on appeal, or by secret vices affecting the judgment, which are not disclosed by examination of the record.

[3] In that regard, the "record" does not include collateral documents or collateral records which are not in the normal chain of title.

ELECTRONICALLY FILED - 2019 Sep 16 3:01 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

Gladden v. Chapman, 106 S.C. 86, 91 S.E. 796, 797 (1917).

CONCLUSION

In conclusion, neither of the motions filed by plaintiff or defendants support voiding the deed as to third party petitioners, who were bona fide purchasers at the sale. There is no "balancing of interests" required because the legislature has already spoken, and a long line of South Carolina precedent has already addressed these issues. For these reasons, Third-Party Petitioners and Intervenors respectfully request that the Court reconsider its Order of September 4, 2019, and modify and amend it to the extent the Order voids their deed (which the court issued to them 3 months earlier) or otherwise adversely affects their interest in the property.

This 16th day of September, 2019

Greenville, South Carolina

s/ Clayton M. Custer
Clayton M. Custer (S.C. Bar No. 68495)
Clay.custer@wbd-us.com
Womble Bond Dickinson (US) LLP
550 South Main Street, Suite 400
Greenville, South Carolina 29601
Telephone: (864) 255-5424
Fax: (864) 239.5864

Counsel for Oriole Properties, LLC

s/ A. Brooks Haselden
A. Brooks Haselden, Esq. (S.C. Bar No. 78656)
brooks@haseldenllc.com
Haselden, LLC
P.O. Box 9001
Greenville, SC 29604
(864) 293-5546

Counsel for Rallis Holdings, LLC

ELECTRONICALLY FILED - 2019 Sep 16 3:01 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	C.A. No. 2018-CP-23-03124
	)	
Rallis Holdings, LLC and Oriole Properties, LLC	)	
	)	
Third-Party Petitioner,	)	
	)	
IN RE:	)	**AFFIDAVIT OF KEVIN PHILLIP BRADY**
	)	
Clear Skies Restoration, LLC,	)	
	)	
Plaintiff,	)	
	)	
v,	)	
	)	
Ivan Martinez and Paula A. Martinez,	)	
	)	
Defendants.	)	
	)	

Kevin Brady, after being duly sworn, deposes and says as follows.

1. I am over the age of eighteen (18) years and give this Affidavit of my own personal knowledge for use in the above-captioned matter and for any lawful purpose.

2. I am a licensed member of the South Carolina Bar and practice law in Greenville County, South Carolina. I am a partner in the law firm of Guest and Brady, LLC.

3. I have been licensed in South Carolina since 2000. I am also a member of the Florida Bar and have been licensed there since 1999.

4. I obtained my undergraduate degree from the University of South Carolina in 1995. I obtained my law degree from Nova Southeastern University, Shepard Broad Law Center in 1999.

5. Since at least 2005, my practice has been primarily focused in the areas of residential real estate, commercial real estate and real estate investments. In that regard, our office routinely

ELECTRONICALLY FILED - 2019 Sep 16 3:01 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

performs hundreds of title searches every year, and I personal handle approximately sixty (60) closings on a monthly basis.

6. On or about June 4, 2019, I was asked to represent Rallis Holdings, LLC and Oriole Properties, LLC to assist those companies with a real estate purchase of a residential property at 2 Landstone Court, Greer. This purchase was made through the monthly foreclosure auction which was held in Greenville County. Both of these companies are owned by investors, who routinely purchase foreclosure properties at monthly auctions with the expectation of reselling the properties for profit at a later time. As part of that representation, our office performed a title search, oversaw a closing on June 7, 2019 with representatives of both companies, and disbursed funds to the Master-In-Equity's office on June 7, 2019. A copy of the closing statement issued by our office is attached as **Exhibit A**.

7. On or about June 10, 2019, we were advised by the Master-In-Equity's office that a deed had been issued to our clients. Our office subsequently picked up the deed, and recorded it on June 11, 2019, with the Greenville County Register of Deeds. (See **Exhibit B**.)

8. At the request of our clients, who advised us the property remained occupied, we also prepared and filed a Petition for Writ of Eviction on or about June 11, 2019. The Court issued that Writ of Eviction on June 12, 2019.

9. As part of our usual and customary title search of a foreclosure action, we reviewed the entire foreclosure file, including the Court's final Judgment entered on May 8, 2019. That Judgment provided that both of the Defendants (Ivan Martinez and Paula Martinez) were properly served and determined to be in default. We also make note of any Order of Default, which makes separate findings that the Defendants have been served. Our title search also included a search of the

ELECTRONICALLY FILED - 2019 Sep 16 3:01 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

public indexes in the county, chain of title for the property, encumbrance searches, judgement searches, UCC search and tax lien searches.

10. As part of our usual and customary title search in a foreclosure matter, we did not review records from Greenville County Family Court involving either of the Defendants. We also did not attempt to research any records of the South Carolina DMV to determine whether Ivan and Paula Martinez have valid South Carolina driver's licenses and, if so, what address they might have registered with the DMV. Searches of Family Court records and the DMV records are not usually, reasonably and customarily performed by closing attorneys in South Carolina who are doing title searches following foreclosure sales, to my knowledge. Rather, it is usual, reasonable and customary for real estate attorneys performing title searches to rely on the final Judgment entered by the Court as to whether service has been properly obtained on the defendants.

11. The practice of not researching separate divorce court files (when doing title searches following a foreclosure sale) is consistent with S.C. Code Ann. §20-3-670, which provides that the rights and interests of spouses as to real property in a domestic proceeding is not affected "against third parties," unless a Notice of Pending of Action has been filed. This has been the law since 1986, as noted in the Handbook for South Carolina Dirt Lawyers (attached as **Exhibit C**).

12. No Notice of Pending of Action was ever filed by Ivan Martinez or Paula Martinez, with respect to any divorce action.

13. In Greenville County, details of Family Court records are not always available online. Reviewing them as part of a title search, to see whether they contain any information that might possibly be inconsistent with the Court's final Judgment, would take on average several hours. If collateral research into the accuracy of the Court's findings as to service were required going forward, it would significantly increase the cost of performing title searches incident to a closing.

ELECTRONICALLY FILED - 2019 Sep 16 3:01 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

14. After the court hearing in this matter on August 1, 2019, where the Court indicated it had researched the divorce file of the Defendants, I looked up those records. An online search of "Ivan Martinez" and "Paula Martinez" on the Greenville County website produces only the index sheets attached as **Exhibit D**. Nothing in the attachment would alert me to the possibility that 2 Landstone Court was no longer the "dwelling house" or "usual place of abode" of either Ivan or Paula Martinez, or that the Court's Judgment should be questioned. This is especially true since as of May 2019, both were still the legal owners of record and both were getting the Greenville County 4% "primary residence" property tax rate.

15. After the court hearing on August 1, 2019, I also reviewed the attached divorce file referenced in Exhibit D, after a paralegal went to the Family Court office and got a paper copy for review. That file does indicate that at least in July 2015, Paula Martinez was giving an address of 317 Honor Road, Duncan, SC 29334. However, the Divorce Decree, which is dated January 29, 2016, says nothing about 2 Landstone Court on the disposition of that property. (See **Exhibit E**). Even had I reviewed this entire file as part of my title search in June 2019, the divorce court file would still not have caused me to reasonably question the court's Final Judgment in this Action.

16. After conducting our usual, reasonable and customary title search in this matter in June 2019, I was unaware of any possible issue regarding service on either Defendant. I was unaware of any potential attack on the Court's May 8, 2019 Judgment. I was unaware of any title issues as to 2 Landstone Court, other than the two outstanding senior mortgages totaling $75,000. To my knowledge, neither Rallis Holdings nor Oriole Properties knew anything prior to June 11, 2019 (the day that the deed was recorded) of any possible argument regarding insufficient service of process as to either Ivan Martinez or Paula Martinez.

17. At closing, I discussed with the clients the two outstanding mortgages and the fact that the Court's final Judgment required those senior mortgagees to be paid with the sales proceeds on a priority basis, with the surplus balance going to the homeowners/defendants.

This the 16 day of September, 2019

Kevin Phillip Brady, Esq.

SUBSCRIBED TO AND SWORN TO before me this

16 day of September, 2019.

Frances C Powell

Notary Public for SC

My Commission Expires: 10-24-23

ELECTRONICALLY FILED - 2019 Sep 16 3:01 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB Approval No 2502-0265

B. Type of Loan

1. ☐ FHA 2. ☐ RHS 3. ☐ Conv. Unins. 4. ☐ VA 5. ☐ Conv Ins.	6. File No. 19-2466	7. Loan No.	8. Mortgage Insurance Case No.

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower:	E. Name & Address of Seller:	F. Name & Address of Lender:
Rallis Holdings LLC and Oriole Properties LLC 1708c Augusta St #303 Greenville, SC 29605	Charles Simmons as Master in Equity	
G. Property Location: 2 Landstone Court Greer, SC 29650	H. Settlement Agent: Guest & Brady, LLC Place of Settlement: 1560 Wade Hampton Boulevard Greenville, SC 29609	I. Settlement Date: 06/07/2019 Funding Date: 06/07/2019 Disbursement Date: 06/07/2019

J. Summary of Borrower's Transaction

100. Gross Amount Due from Borrower	
101. Contract sales price	$120,100.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	$1,534.45
104. Interest Thru Compliance	$225.08
105. Deed Fee	$50.00
Adjustment for items paid by seller in advance	
106. City/Town Taxes	
107. County Taxes	
108. Assessments	
109.	
110.	
111.	
112.	
120. Gross Amount Due from Borrower	$121,909.53
200. Amount Paid by or in Behalf of Borrower	
201. Deposit	$6,005.00
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
Adjustments for items unpaid by seller	
210. City/Town Taxes	
211. County Taxes	
212. Assessments	
213.	
214.	
215. Proceeds paid to MIE POC	$60,954.76
216.	
217.	
218.	
219.	
220. Total Paid by/for Borrower	$66,959.76
300. Cash at Settlement from/to Borrower	
301. Gross amount due from borrower (line 120)	$121,909.53
302. Less amounts paid by/for borrower (line 220)	$66,959.76
303. Cash ☒ From ☐ To Borrower	$54,949.77

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller	
401. Contract sales price	$120,100.00
402. Personal property	
403.	
404.	
405.	
Adjustment for items paid by seller in advance	
406. City/Town Taxes	
407. County Taxes	
408. Assessments	
409.	
410.	
411.	
412.	
420. Gross Amount Due to Seller	$120,100.00
500. Reductions in Amount Due to Seller	
501. Excess deposit (see instructions)	$6,005.00
502. Settlement charges to seller (line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff of First Mortgage	
505. Payoff of Second Mortgage	
506.	
507.	
508.	
509.	
Adjustments for items unpaid by seller	
510. City/Town Taxes	
511. County Taxes	
512. Assessments	
513.	
514.	
515. Proceeds paid to MIE POC	$60,954.76
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	$66,959.76
600. Cash at Settlement to/from Seller	
601. Gross amount due to seller (line 420)	$120,100.00
602. Less reductions in amounts due seller (line 520)	$66,959.76
603. Cash ☒ To ☐ From Seller	$53,140.24

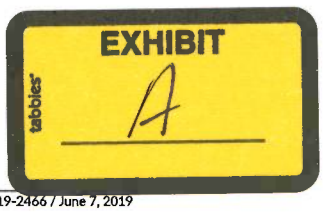
Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.

The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

The information requested does not lend itself to confidentiality.



ELECTRONICALLY FILED - 2019 Sep 16 3:01 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

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L. Settlement Charges

	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees		
Division of commission (line 700) as follows :		
701. $		
702. $		
703. Commission paid at settlement		
704.		
800. Items Payable in Connection with Loan		
801. Our origination charge		
802. Your credit or charge (points) for the specific interest rate chosen		
803. Appraisal fee		
804. Credit report		
805. Tax service		
806. Flood certification		
807.		
808.		
809.		
810.		
900. Items Required by Lender to be Paid in Advance		
901. Daily interest charges from 06/07/2019 to 07/01/2019		
902. Mortgage insurance premium		
903. Homeowner's insurance		
904.		
1000. Reserves Deposited with Lender		
1001. Initial deposit for your escrow account		
1002. Homeowner's insurance		
1003. Mortgage insurance		
1004. Property taxes		
1005.		
1006.		
1007. Aggregate Adjustment $0.00		
1100. Title Charges		
1101. Settlement or closing fee to Guest & Brady, LLC $425.00	$425.00	
1102. Owner's title insurance to Old Republic National Title Insurance Company	$474.10	
1103. Lender's title insurance to Old Republic National Title Insurance Company		
1104. Lender's title policy limit $		
1105. Owner's title policy limit $120,100.00		
1106. Title Search/Abstract to Powell Abstracting LLC	$125.00	
1107. File Archival to Guest & Brady, LLC	$25.00	
1108. Copier, Courier & Delivery Fee to Guest & Brady, LLC	$25.00	
1109. Wire Fee to Guest & Brady, LLC		
1110. Title Commitment Fee to Guest & Brady, LLC		
1111. Title Seller Doc Prep to Guest & Brady, LLC		
1112. Title Curative Fee to Guest & Brady, LLC		
1200. Government Recording and Transfer Charges		
1201. Recording fees: Deed $10.00 Mortgage $ Release $ to Register of Deeds	$10.00	
1202. City/County tax/stamps Deed $132.55 Mortgage $ to Register of Deeds	$132.55	
1203. State tax/stamps Deed $313.30 Mortgage $ to Register of Deeds	$313.30	
1204. E- Record Fee Deed to Simplifile	$4.50	
1205. E- Record Fee Mortgage to Simplifile		
1300. Additional Settlement Charges		
1301.		
1302.		
1303.		
1304.		
1305.		
1306.		
1307.		
1308.		
1309.		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	$1,534.45	

Rallis Holdings LLC

By: _____ 6-7-19

Ronald Rallis, Member — Date

Oriole Properties LLC

By: _____ 6-7-19

Clay Custer, Member — Date

_____

Charles Simmons as Master in Equity — Date

The HUD-1a settlement statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement

_____ 6-7-19

Settlement Agent — Date

ELECTRONICALLY FILED - 2019 Sep 16 3:01 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

2019043341
2 Pgs
DEED Book: DE 2568 Page: 0290 - 0291
June 11, 2019 12:48:53 PM Cons: $120,100.00
Rec: $10.00 Cnty Tax: $132.55 State Tax: $313.30
E-FILED IN GREENVILLE COUNTY, SC

MASTER'S TITLE

State of South Carolina)
COUNTY OF GREENVILLE)

TO ALL WHOM THESE PRESENT SHALL CONCERN:

I, Charles B. Simmons, Jr., as Master in Equity for Greenville County, the said State, send greetings:

WHEREAS, in an action in the Court of Common Pleas in Greenville County between **Clear Skies Restoration, LLC,**

as plaintiff(s) and

Ivan Martinez and Paula A. Martinez

as defendant(s),
by an Order dated **May 8, 2019** it was decreed that the property hereinafter described should be sold by the Master in Equity for Greenville County on the terms and for the purposes mentioned in the Order(s) granted in the case (**see Judgment Roll No. 2018-CP-23-03124**) **(A MORTGAGE FORECLOSURE ACTION-TRANSFERRING REALTY)**

NOW THEREFORE KNOW ALL MEN, That I, the undersigned, as Master in Equity for Greenville County, pursuant to the foregoing and in consideration of the sum of **One Hundred Twenty Thousand One Hundred No/100ths ($120,100.00) Dollars** as paid by the hereinafter named grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant and release the following property unto the grantee, **Rallis Holdings LLC and Oriole Properties LLC, their successors and assigns,**

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 22 of Ascot subdivision, as shown on that certain subdivision plat entitled "Ascot, Sheet One of Two," prepared by Wooten Surveying Co., Surveyors, dated April 14, 1999, and recorded in Plat Book 39-W at Page 23 in the Office of the Greenville County Register of Deeds; and shown more recently on that certain plat of survey entitled "Survey for Matthew C. Watson [and] Abby C. Watson," prepared by PLS, Inc., dated December 11, 2000 and recorded in Plat Book 43-G at Page 88 in the Office of the Greenville County Register of Deeds, reference hereby being made to the more recent plat for a more complete and accurate description thereof.

Being the same property conveyed to Ivan Martinez and Paula A. Martinez, by deed of Matthew C. Watson and Abby C. Watson dated September 11, 2007 and recorded September 13, 2007 in Deed Book 2289 at Page 1182 in the Office of the Greenville County Register of Deeds.

ELECTRONICALLY FILED - 2019 Sep 16 3:01 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

TMS No. 0534.33-01-022.00

Grantee's Address:	**Property Address:**
1708-C Augusta St, #303	**2 Landstone Ct.**
Greenville, SC 29605	**Greer, SC 29650**

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

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

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

IN WITNESS WHEREOF, I, the said Master-in-Equity under and by virtue of the said Order(s), have hereunto set my Hand and Seal at Greenville, South Carolina this 10th day of June, 2019.

SIGNED, SEALED AND DELIVERED)
IN THE Presence of:)
)

Charles B. Simmons, Jr.
Judge

State of South Carolina)

COUNTY OF GREENVILLE)

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

Witness my hand and seal this 10th day of June, 2098

Notary Public of South Carolina
My commission expires: 5/20/2021

HANDBOOK FOR SOUTH CAROLINA DIRT LAWYERS

SECOND EDITION

by

Claire T. Manning, Esquire

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Continuing Legal Education Division

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Domestic litigation has its own set of problems. Prior to 1986, each divorce judgment package indexed against a grantor in the chain of title had to be pulled to determine whether title to property was affected and to check for liens in favor of the litigants' attorneys pursuant to Section 20-3-145 of the South Carolina Code. Thankfully, in 1986, the legislature passed Section 20-7-477, which now requires that any judgment pursuant to domestic litigation must be filed in the county records where judgments are filed in order to affect the rights of third parties. Liens in favor of attorneys pursuant to Section 20-3-145 must be filed as judgments. Furthermore, either spouse may file a lis pendens to put third parties on notice that domestic litigation is pending which affects title to real estate. Now, it is only necessary to search judgment records. Divorce packages no longer have to be reviewed in their entirety.

It is common to find outconveyances and liens filed against persons and entities with names similar to, but not exactly the same as, a grantor in the chain of title. Make notes of these. They will have to be eliminated as possible liens against the property by comparing addresses, social security numbers, and other identifying information of the grantor in the chain and the person against whom the document was filed. Affidavits are often used for this purpose. If these items cannot be eliminated, they will have to be satisfied at closing.

G. Next – checking property taxes

In addition to checking tax liens, real estate taxes should be checked for a period of ten years. These records are maintained in the Treasurer's office or Tax Billing office. Some title examiners rely on the county's delinquent tax records, and some counties maintain only delinquent records. But most counties maintain paid tax records for ten years, and in those counties, it is a better practice to check taxes for the complete ten-year period. The tax records are maintained by the name of the property owner, which requires knowing the names of all owners during the ten-year period. This search should therefore be done after the chain has been established. In some counties, the county maintains city tax records, but in other counties, the municipalities maintain their own taxes. Remember to check city taxes in addition to county taxes, if the property is within a municipality and if the county does not maintain those records. Report any unpaid property taxes and any tax proceedings commenced against the property as revealed by the tax records. Make a copy of the current tax bill. It will be needed for the purpose of pro-rating taxes by the closer.

H. Next – checking judgments and tax liens against the purchaser

Judgments and tax liens against a purchaser attach immediately upon purchase. For that reason, the title examiner should check the purchaser for these items for the same search periods required for sellers. Any tax liens and judgments against the purchaser should be reported.

ELECTRONICALLY FILED - 2019 Sep 16 3:01 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

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FAMILY COURT SEARCH RESULTS

New Search

1 Records found

Case Number	Party Name	Party Type	Nature of Action	Filed Date
2015-002124	MARTINEZ, IVAN	PLAINTIFF	DIVORCE	05-20-2015

ELECTRONICALLY FILED - 2019 Sep 16 3:01 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

FAMILY COURT SEARCH RESULTS

New Search

1 Records found

Case Number	Party Name	Party Type	Nature of Action	Filed Date
2015-002124	MARTINEZ, PAULA A	DEFENDANT	DIVORCE	05-20-2015

ELECTRONICALLY FILED - 2019 Sep 16 3:01 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

DETAILS FOR CASE 2015-002124

Details

Court Agency: GREENVILLE COUNTY FAMILY COURT
Case Number: 2015-002124
Filed Date: 05-20-2015
Nature of Action: DIVORCE

Parties

Name	Party Type	Address
MARTINEZ, PAULA A	DEFENDANT	
MARTINEZ, IVAN	PLAINTIFF	
SELF-REPRESENTED LITIGANT	PLAINTIFF ATTORNEY	

← Back to Search Results

ELECTRONICALLY FILED - 2019 Sep 16 3:01 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

FILED CLERK OF COURT
GREENVILLE, S.C.
2016 JAN 29 PM 1 13

STATE OF SOUTH CAROLINA)
) IN THE FAMILY COURT
COUNTY OF GREENVILLE) 13th JUDICIAL CIRCUIT
)
Ivan Martinez , FAMILY COURT
)
Plaintiff)
)
vs.) DIVORCE DECREE
)
Paula A. Martinez .) 2015-DR-23-2124
Defendant)
)

Date of Hearing:	January 29, 2016
Family Court Judge:	Alvin D. Johnson
Attorney for Plaintiff:	Self-represented
Attorney for Defendant:	Self-represented
Court Reporter:	Maria M. Smith

This is an action for a divorce brought pursuant to SC Code Ann. Section 20-3-10 (5). Plaintiff seeks a divorce from the Defendant on the ground of continuous separation for a period exceeding one year. The record and file reflect that the Defendant received proper service of a copy of the Summons and Complaint. The Defendant did / did not timely file an answer. The Plaintiff appeared at the hearing, along with a corroborating witness. The Defendant was / was not present. Plaintiff properly notified Defendant of this hearing under applicable rules of court procedure.

At the commencement of the proceedings, the Court held a reconciliation conference in accordance with SC Code Ann. Section 20-3-90. The Court certifies that the parties cannot be reconciled, and that further efforts would be unavailing.

Based on the testimony and evidence presented as well as the record and file, the Court makes the following findings of fact and conclusions of law:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The residence requirement of SC Code Ann. Section 20-3-30 has been established. This Court has proper jurisdiction over the parties and subject matter of this action. Venue is proper in this county under SC Code Ann. Section 20-3-60.

ELECTRONICALLY FILED - 2019 Sep 16 3:01 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

2. The parties are husband and wife, having been married on Oct. 1, 1999. Of this marriage, 2 children have been born, as alleged / identified in the Plaintiff's Complaint.

3. The parties separated on Jan. 4, 2014. The parties have lived completely separate and apart for more than one year without intervening cohabitation. A credible witness corroborated Plaintiff's testimony regarding separation. There is no appearance of fraud or collusion. The Plaintiff is entitled to a no-fault divorce from the Defendant.

4. OTHER FINDINGS AND CONCLUSIONS:

☒ No other findings and conclusions are applicable to this Order.

☐ Plaintiff / Defendant requested the use of her former name / maiden name as specified in the Ordering Section below, and her reasons for seeking that relief are appropriate, legal, and well-founded.

☐ _____

THEREFORE, IT IS ORDERED that Plaintiff is granted a divorce from the Defendant on the ground of separation for a period exceeding one year.

IT IS FURTHER ORDERED that:

☒ Plaintiff / Defendant is granted the use of her former name of _____.

☐ _____

IT IS SO ORDERED this 29th day of January 2016.

Alvin D. Johnson
Family Court Judge

ELECTRONICALLY FILED - 2019 Sep 16 3:01 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	C.A. No. 2018-CP-23-03124
	)	
Rallis Holdings, LLC and Oriole Properties, LLC	)	
	)	
Third-Party Petitioner,	)	
	)	
IN RE:	)	**SECOND AFFIDAVIT OF JONATHAN D. CUSTER**
	)	
Clear Skies Restoration, LLC,	)	
	)	
Plaintiff,	)	
	)	
v,	)	
	)	
Ivan Martinez and Paula A. Martinez,	)	
	)	
Defendants.	)	
	)	

Jonathan D. Custer, after being duly sworn, deposes and says as follows.

1. I am over the age of eighteen (18) years and give this Affidavit of my own personal knowledge for use in the above-captioned matter and for any lawful purpose.

2. I am a resident of Spartanburg County. I am one of the owners of Oriole Properties, LLC ("Oriole"). Oriole buys distressed properties, and then we renovate and resell them. Many of our purchases of such properties are at foreclosure auctions in Greenville and Spartanburg Counties. We have been doing this since 2009, and we typically resell 15-25 properties per year.

3. Prior to bidding on any property at an auction, Oriole does an extensive amount of research on both the property itself (condition and value) and the court proceedings leading up to the sale of that property. The latter is usually performed by my brother, Clay Custer, who is an attorney and also one of the owners of Oriole. The research as to the value of the property is typically performed by my nephew, Drew Custer, who is a licensed real estate agent in South Carolina.

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4. Prior to the auction on June 3, 2019, Oriole researched the pending sale of 2 Landstone Court by driving by the home on several occasions, conducting extensive online research as to its likely resale value, and reviewing the court file in the foreclosure case leading up to the Order for Judgment and Decree of Foreclosure, which was filed May 8, 2019.

5. Oriole's online research of 2 Landstone Court prior to the auction led us to conclude that the resale value of the property, after reasonable renovations, would likely be in the range of $320,000 - $350,000. According to online information provided by Greenville County, the property has 4 bedrooms 3.5 baths and 3,174 square feet; and it is in a desirable location and school district of Greenville County.

6. Oriole's research of the foreclosure proceedings prior to the auction on June 3, 2019 led us to conclude the following:

a. The lien being foreclosed was by an out of state (Georgia) roofing company and was a third lien on the house;
b. The first lien on the property is held by Wells Fargo. It is from 2011 and is in the amount of $50,000;
c. The second lien on the property is held by SunTrust Bank. It is from December 2014 and is in the amount of $25,000;
d. The proceeds of the sale, according to the Order for Judgment and Decree of Foreclosure, would be used to pay off all three liens in their order of priority. This was important to us because it meant that, if we were the purchaser of the property, we should be purchasing it free and clear of any liens (assuming the bidding was high enough to pay off all three mortgages/liens).

7. At the auction, Rallis Holdings, LLC was the high bidder for 2 Landstone Court, in the amount of $120,100.

8. It is my understating that Rallis Holdings, LLC is owned by Ron Rallis, a local investor.

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9. We have known Mr. Rallis for several years, and in the past we have occasionally sold properties to him (and vice versa). Accordingly, after the auction, Oriole approached Mr. Rallis about purchasing this property from him.

10. As a result of those negotiations, Oriole reached an agreement with Rallis Holdings, whereby we would each own a one-half interest of the property at 2 Landstone Court.

11. In making this agreement with Rallis Holdings and paying one-half of the purchase price to the court, we relied on the Order for Judgment and Decree of Foreclosure, as well as the transcript of proceedings in this matter. Both of these documents, which can be viewed online, confirmed that the proceeds of this sale would be used to pay off all three mortgages and liens in the order of their priority.

12. Prior to complying with any bid at an auction, and getting a deed, Oriole always engages a local real estate attorney to perform a title search and provide an opinion as to clear title.

13. In this case, both Oriole and Rallis Holdings engaged the firm Guest & Brady to perform title search. We complied with the bid, along with paying accrued interest, deed stamps, attorney's fees and other charges, only after receiving confirmation from Guest & Brady that the title was clear in this matter and that we were purchasing it without any other mortgages (other than the previously mentioned mortgages of Wells Fargo and SunTrust, which would be paid off with the proceeds of sale) left to encumber our title.

14. Oriole and Rallis Holdings closed on this property on June 7, 2019 at the Law Offices of Guest & Brady. Our deed was issued by the court and then recorded in Greenville County on June 11, 2019.

15. Oriole was never informed of any possible issue with paying off the senior mortgages until receiving notice of a Motion from Plaintiff on August 21, 2019, saying there was some

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purported "mistake" in the Judgment. This was after Oriole had ordered a title search, been issued a deed, obtained an Order for Writ of Eviction, had the Writ served on Defendant Ivan Martinez, and engaged in two subsequent court hearings with Mr. Martinez regarding his Stay of Eviction.

16. Additionally, Oriole was never aware of any possible issue with any defect in the title or issue with any of the foreclosure process, prior to the auction or prior to getting a deed. Our first such notice of any possible issue was on July 17, 2019, when we were served with papers from Ivan Martinez' lawyer claiming that he had not been properly served with court papers in this matter. This was more than one month after we had been issued a Deed by the Master-In-Equity.

17. Based on a purchase price of $120,100, Oriole estimated that the net profit for the purchasers, upon resale of this property and after reasonable deductions for renovation costs and realtor commissions, would be in the range of $130,000 - $160,000.

18. As fifty percent (50%) owner of 2 Landstone Court, Oriole purchased this property with a reasonable expectation that it would ultimately receive one-half of those net profits.

This the 4 day of September, 2019

Jonathan D. Custer

SUBSCRIBED TO AND SWORN TO before me this

4 day of September, 2019.

Catherine N. Duvall

Notary Public for South Carolina

My Commission Expires: 4/22/29

CATHERINE N. DUVALL NOTARY PUBLIC SOUTH CAROLINA

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Clear Skies Restoration, LLC,	)	Case No.: 2018-CP-23-03124
	)	
Plaintiffs,	)	**STIPULATION OF DISMISSAL WITH PREJUDICE**
	)	
vs.	)	
	)	
Ivan Martinez and Paula A. Martinez,	)	
	)	
Defendants.	)	

COME NOW, the above-named parties, Clear Skies Restoration, LLC, Ivan Martinez and Paula A. Martinez, by and through their undersigned counsel, and by consent of all such parties, pursuant to South Carolina Rule of Civil Procedure 41(a)(1)(B), and stipulate to dismiss the above-captioned case against Defendants, with prejudice.

Respectfully submitted,

WE SO STIPULATE:

s/ M. Stokely Holder
M. Stokely Holder (SC Bar #73892)
HOLDER, PADGETT, LITTLEJOHN + PRICKETT, LLC
PO Box 1804
Greenville, SC 29602
(864) 335-8808
sholder@hplplaw.com
Attorneys for Plaintiff

s/ Michael B. Dodd
Michael B. Dodd (SC Bar #100599)
THE DODD LAW FIRM, LLC
1990 Augusta St, Suite 2B
Greenville, SC 29605
(864) 214-5012
michael@thedoddlawfirm.com
Attorney for Defendants

Greenville, SC
September 16, 2019

Pursuant to E-Filing Guideline No. 5(b), the E-filer of this document affirmatively states that he has obtained the required written consent to electronically sign for Michael B. Dodd, attorney for Defendants Ivan Martinez and Paula A. Martinez.

South Carolina
SC USA
DRIVER'S LICENSE
DL#:
MARTINEZ,PAULA ANDREA
4001 PELHAM RD APT 252
GREER SC 296504344
1973
DOB: 1973
Issued: 05-05-2017
Expires: 2027
Class: D
Sex: F
130
4-11
None
Endorse: None
230049 RI02
Govemor

I ATTEST A TRUE COPY
Clerk, Probate Court
Greenville County, SC
Dated July 5, 2016

STATE OF SOUTH CAROLINA

LICENSE AND CERTIFICATE OF MARRIAGE

2016 - 001784
LICENSE NUMBER

Greenville
COUNTY

A

NAME (First) (Middle) (Last) (Suffix)	LAST NAME ON BIRTH CERTIFICATE (If Different)
(1) Jeton Kadrijaj	(2)

SPOUSE ☐ GROOM ☑ BRIDE ☐

BIRTHPLACE (State or Foreign Country)	RACE	SEX
(3) Kosovo	(4) White	(5) M

BIRTHDATE (Month, Day, Year)	AGE	NO. OF THIS MARRIAGE (1st, 2nd, etc.)
(6) [redacted] 1970	(7) 46	(8) 2nd

RESIDENCE (Street and Number)
(9a) [redacted]

CITY, TOWN OR LOCATION	COUNTY	STATE OR FOREIGN COUNTRY
(9b) Greer	(9c) Greenville	(9d) South Carolina

B

NAME (First) (Middle) (Last) (Suffix)	LAST NAME ON BIRTH CERTIFICATE (If Different)
(10) Paula Andrea Martinez	(11) Muriel Ramirez

SPOUSE ☐ GROOM ☐ BRIDE ☑

BIRTHPLACE (State or Foreign Country)	RACE	SEX
(12) Colombia	(13) Hispanic	(14) F

BIRTHDATE (Month, Day, Year)	AGE	NO. OF THIS MARRIAGE (1st, 2nd, etc.)
(15) [redacted] 1973	(16) 43	(17) 2nd

RESIDENCE (Street and Number)
(18a) 4001 Pelham Road #362

CITY, TOWN OR LOCATION	COUNTY	STATE OR FOREIGN COUNTRY
(18b) Greer	(18c) Greenville	(18d) South Carolina

I CERTIFY THAT THE COUPLE HAS SUCCESSFULLY COMPLETED A PREMARITAL PREPARATION COURSE THAT SATISFIES THE QUALIFICATIONS SET FORTH IN S.C. CODE SECTION 20-1-230. Yes ☐ No ☑
(19)

Application for a license was filed with this court at 3:09 pm (time), on the 8 day of June, 2016.

These are, therefore, to authorize any person qualified to perform marriage ceremonies to perform the marriage ceremony for the persons above named and for the so doing this shall be sufficient warrant. Given under my hand and seal at 3:13 pm (time), this the 9 day of June, 2016.

Deborah H. Faulkner
SIGNATURE OF ISSUING OFFICER

PROBATE JUDGE
TITLE OF ISSUING OFFICER

SIGNATURE OF PARTY A
(20) Jeton Kadrijaj

SIGNATURE OF PARTY B
(21) Paula Martinez

I CERTIFY THAT THE ABOVE NAMED PERSONS WERE MARRIED ON
(22) (Month) 07 (Day) 02 (Year) 2016

PLACE OF MARRIAGE
(23) Greer (City) Greenville (County) SOUTH CAROLINA

OFFICIANT - SIGNATURE
(24a) Niurka Rojas 5/3/2017

OFFICIANT - PRINT NAME
(24b) NIURKA ROJAS

OFFICIANT - TITLE
(24c) Notary Public

OFFICIANT - MAILING ADDRESS
(24d) 2 Saddlewood Ln Greenville, SC 29615

DHEC-1747 (11/2014)

PROBATE JUDGE

Scanned with CamScanner

9128

ELECTRONICALLY FILED - 2019 Oct 18 1:45 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILE COUNTY
Court of Common Pleas

The Honorable Charles B. Simmons, Jr., Master in Equity

Case No. 2018-CP-23-03124

Oriole Properties, LLC,.....Appellant,

v.

Ivan Martinez, Paula Martinez and
Clear Skies Restoration, LLC,.....Respondents.

NOTICE OF APPEAL

Oriole Properties, LLC appeals the orders of the Honorable Charles B. Simmons filed September 4, 2019 and filed September 19, 2019. Appellant received written notice of the September 19, 2019 order on September 19, 2019.

[*Signatures on following page.*]

RECEIVED
OCT 28 2019
SC Court of Appeals

ELECTRONICALLY FILED - 2019 Oct 18 1:45 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

This the 18th day of October, 2019.

s/ Andrew F. Carson
Andrew F. Carson, Bar No.: 100041
Willson Jones Carter & Baxley, P.A.
872 South Pleasantburg Drive
Greenville, South Carolina 29607
Phone: (864) 672-3721
Fax: (864) 373-7055
Email: afcarson@wjlaw.net

Counsel for Oriole Properties, LLC

Other Counsel of Record:

Michael B. Dodd
The Dodd Law Firm, LLC
1990 Augusta Street, Suite 2B
Greenville, SC 29605

Attorneys for the Respondents
Paula Martinez and Ivan Martinez

M. Stokely Holder
Holder, Padgett, Littlejohn & Prickett, LLC
110 W. North Street, Suite 100
Greenville, SC 29601

Attorney for Respondent
Clear Skies Restoration, LLC

A. Brooks Haselden
Haselden, LLC
105 E. North Street, Suite 201
P.O. Box 9001 (29604)
Greenville, SC 29601
(864) 293-5546

Attorney for Rallis Holdings, LLC

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILE COUNTY
Court of Common Pleas

The Honorable Charles B. Simmons, Jr., Master in Equity

RECEIVED
OCT 28 2019
SC Court of Appeals

Case No. 2018-CP-23-03124

Oriole Properties, LLC,.....Appellant,

v.

Ivan Martinez, Paula Martinez and
Clear Skies Restoration, LLC,.....Respondents.

Proof of Service

I hereby certify that I have served the Notice of Appeal on the Respondents through the South Carolina Courts E-Filing System on October 18, 2019.

Andrew F. Carson, Bar No.: 100041
Willson Jones Carter & Baxley, P.A.
872 South Pleasantburg Drive
Greenville, South Carolina 29607
Phone: (864) 672-3721
Fax: (864) 373-7055
Email: afcarson@wjlaw.net

Counsel for Oriole Properties, LLC

October 25, 2019

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED
OCT 28 2019
SC Court of Appeals

APPEAL FROM GREENVILE COUNTY
Court of Common Pleas

The Honorable Charles B. Simmons, Jr., Master in Equity

Case No. 2018-CP-23-03124

Oriole Properties, LLC,.....Appellant,

v.

Ivan Martinez, Paula Martinez and
Clear Skies Restoration, LLC,.....Respondents.

Proof of Service

I hereby certify that I have served the Notice of Appeal on the Greenville County Court of Common Pleas through the South Carolina Courts E-Filing System on October 18, 2019.

Andrew F. Carson, Bar No.: 100041
Willson Jones Carter & Baxley, P.A.
872 South Pleasantburg Drive
Greenville, South Carolina 29607
Phone: (864) 672-3721
Fax: (864) 373-7055
Email: afcarson@wjlaw.net

Counsel for Oriole Properties, LLC

October 25, 2019

WILLSON JONES CARTER & BAXLEY, P.A.

ATTORNEYS AT LAW

GREENVILLE CHARLESTON COLUMBIA CHARLOTTE RALEIGH ATLANTA MYRTLE BEACH

Andrew F. Carson
Direct (864) 672-3721
Fax (864) 373-7055
afcarson@wjlaw.net

872 S. Pleasantburg Drive
Greenville, SC 29607
www.wjcblaw.com

RECEIVED
OCT 28 2019
SC Court of Appeals

October 25, 2019

The Honorable Jenny Abbott Kitchings
South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211

Re: Oriole Properties, LLC vs. Ivan Martinez, Paula Martinez, and Clear Skies Restoration, LLC

The Honorable Jenny Abbot Kitchings:

Please see the enclosed in the above-captioned matter:

1. Proof of Service of the Notice of Appeal of Oriole Properties, LLC on the respondents;
2. Proof of Service of the Notice of Appeal of Oriole Properties, LLC on the Greenville County Court of Common Pleas;
3. Notice of Appeal of Oriole Properties, LLC
4. A copy of the Orders being appealed; and
5. A filing fee of $250.00.

Rallis Holdings, LLC has also filed a Notice of Appeal from the same Orders. The Appeals of Oriole Properties, LLC and Rallis Holdings, LLC are identical. Accordingly, we would request that the Appeals be consolidated. If the Court requires a more formal Motion to Consolidate, please advise.

With kindest regards,

WILLSON JONES CARTER & BAXLEY, P.A.

Andrew F. Carson

AFC/

Cc: M. Stokely Holder, Counsel for Clear Skies Restoration, LLC
Michael Dodd, Counsel for Ivan Martinez and Paula Martinez
Brooks Haselden, Counsel for Rallis Holdings, LLC

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WILLSON JONES CARTER & BAXLEY, P.A.
ATTORNEYS AT LAW
872 S. PLEASANTBURG DRIVE
GREENVILLE, SC 29607

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OCT 28 2019
SC Court of Appeals

THE HONORABLE JENNY ABBOTT KITCHINGS
SOUTH CAROLINA COURT OF APPEALS
P.O. BOX 11629
COLUMBIA, SC 29211

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILE COUNTY
Court of Common Pleas

The Honorable Charles B. Simmons, Jr., Master in Equity

Case No. 2018-CP-23-03124

Rallis Holdings, LLC,.....Appellant,

v.

Ivan Martinez, Paula Martinez and
Clear Skies Restoration, LLC,.....Respondents.

NOTICE OF APPEAL

Rallis Holdings, LLC appeals the orders of the Honorable Charles B. Simmons, Jr. filed September 4, 2019 and filed September 19, 2019. Appellant received written notice of the September 19, 2019 order on September 19, 2019.

[*Signatures on following page.*]

ELECTRONICALLY FILED - 2019 Oct 18 3:15 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2303124

This the 18th day of October, 2019.

s/ A. Brooks Haselden
A. Brooks Haselden (S.C. Bar #78656)
Haselden, LLC
105 E. North Street, Suite 201
P.O. Box 9001 (29604)
Greenville, SC 29601
brooks@haseldenllc.com
(864) 293-5546

Counsel for Appellant, Rallis Holdings, LLC

Other Counsel of Record:
Michael B. Dodd
The Dodd Law Firm, LLC
1990 Augusta Street, Suite 2B
Greenville, SC 29605

Attorneys for the Respondents
Paula Martinez and Ivan Martinez

M. Stokely Holder
Holder, Padgett, Littlejohn & Prickett, LLC
110 W. North Street, Suite 100
Greenville, SC 29601

Attorney for Respondent
Clear Skies Restoration, LLC

Andrew F. Carson
Wilson Jones Carter & Baxley, P.A.
872 S. Pleasantburg Drive
Greenville, SC 29607

Attorney for Oriole Properties, LLC

Exhibit B

Proof of Service

Certificate of Electronic Notification

Recipients	
M. Holder	- Notification transmitted on 10-18-2019 03:16:01 PM.
Michael Dodd	- Notification transmitted on 10-18-2019 03:16:01 PM.
Kevin Brady	- Notification transmitted on 10-18-2019 03:16:01 PM.
Clayton Custer	- Notification transmitted on 10-18-2019 03:16:01 PM.
Andrew Carson	- Notification transmitted on 10-18-2019 03:16:01 PM.
A. Haselden	- Notification transmitted on 10-18-2019 03:16:01 PM.

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OCT 30 2019
SC Court of Appeals

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****** IMPORTANT NOTICE - READ THIS INFORMATION *****

NOTICE OF ELECTRONIC FILING [NEF]

A filing has been submitted to the court RE: 2018CP2303124

Official File Stamp:	10-18-2019 03:15:47 PM
Court:	CIRCUIT COURT Common Pleas Greenville
Case Caption:	Clear Skies Restoration LLC , plaintiff, et al vs. Ivan Martinez , defendant, et al
Document(s) Submitted:	Appeal/Notice of Appeal to Court of Appeals
Filed by or on behalf of:	A. Brooks Haselden

This notice was automatically generated by the Court's auto-notification system.

The following people were served electronically:

Kevin Phillip Brady for Oriole Properties Llc, Rallis Holdings Llc

Andrew Finley Carson for Oriole Properties Llc

A. Brooks Haselden for Rallis Holdings Llc, Rallis Holdings Llc

M. Stokely Holder for Clear Skies Restoration LLC

Michael Bland Dodd for Ivan Martinez, Paula A Martinez

Clayton Monroe Custer for Rallis Holdings Llc, Oriole Properties Llc

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

HASELDEN, LLC

A. Brooks Haselden
(864) 293-5546
brooks@haseldenllc.com

October 28, 2019

RECEIVED
OCT 30 2019
SC Court of Appeals

Via U.S. Mail
Ms. Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211

RE: *Clear Skies Restoration, LLC v. Ivan Martinez and Paula Martinez, 2018-CP-23-03124 - Notice of Appeal of Third-Party Petitioner/Appellant Rallis Holdings, LLC*

Dear Sir or Madam:

Enclosed for filing in the South Carolina Court of Appeals are the following documents in the above-referenced matter:

Exhibit A: Notice of Appeal filed with the Clerk of Court for Greenville County, South Carolina;
Exhibit B: Proof of Service of the Notice of Appeal;
Exhibit C: Order of the Hon. Charles B. Simmons, Jr. dated September 4, 2019;
Exhibit D: Order of the Hon. Charles B. Simmons, Jr. dated September 19, 2019;

Also enclosed is a filing fee in the amount of $250.00. Rallis Holdings, LLC requests that its appeal be consolidated with that of Third-Party Petitioner/Appellant Oriole Properties, LLC, which has also filed a notice of appeal in this matter and whose issues of law and fact are identical to those of Rallis Holdings, LLC.

Please do not hesitate to contact me if you have any questions regarding these items.

Yours very truly,

A. Brooks Haselden

105 E. North Street
Suite 201
Greenville, SC 29601

864-293-5546
brooks@haseldenllc.com

cc: Andrew Carson, Esq.
M. Stokely Holder, Esq.
Michael B. Dodd, Esq.

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PO BOX 11629
COLUMBIA SC 29211-1629

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FROM: Haselden, LLC
P.O. Box 9001
Greenville, SC 29604

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TO: Clerk of Court
South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211

Label 228, March 2016 FOR DOMESTIC AND INTERNATIONAL USE

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

The Honorable Charles B. Simmons, Jr.
Master in Equity

RECEIVED
Jun 29 2020
SC Court of Appeals

Appellate Case No. 2019-001821
Circuit Court Case No. 2018-CP-23-3124

Rallis Holdings, LLC and Oriole Properties, LLC, ...	Third-Party Petitioners,
In RE: Clear Skies Restoration, LLC, ...	Plaintiff,
v.	
Ivan Martinez and Paula A. Martinez	Defendants,
of which	
Oriole Properties, LLC and Rallis Holdings, LLC, are the.....	Appellants,
and	
Ivan Martinez, Paula A. Martinez, and Clear Skies Restoration, LLC, are the	Respondents.

CERTIFICATE OF COUNSEL

The undersigned hereby certify that the Record on Appeal contains all materials proposed to be included by any of the parties and not any other material.

Respectfully submitted,

WOMBLE BOND DICKINSON (US) LLP

By: /s/ M. Todd Carroll
S.C. Bar No. 74000
todd.carroll@wbd-us.com
Bryant S. Caldwell
S.C. Bar No. 102206
bryant.caldwell@wbd-us.com
1221 Main Street, Suite 1600
Columbia, South Carolina 29201
(803) 454-6504

Attorneys for Appellants

Columbia, South Carolina
June 29, 2020