

APPEAL IN A CIVIL CASE
THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Honorable Mikell R. Scarborough
Master in Equity

Case No.: 2014-CP-10-07484
Appellate Case No.: 2018-002228

RECEIVED
JAN 10 2020
SC Court of Appeals

Bayview Loan Servicing, LLC, a Delaware Limited Liability Company, Respondent

v.

Isabelle Murray, William Murray, Bernard Murry, Roland Murray, County of Charleston
and South Carolina Department of Revenue, Defendants

Of Whom Bernard Murray and Roland Murray are the Appellants

AMENDED RECORD ON APPEAL

Willie B. Heyward, Esq.
27 Gamecock Avenue, Suite 200
Charleston, S. C. 29407
843-225-8754

Other Counsel of Record:

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Rogers Lewis Jackson Munn and Quinn
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Charleston, S. C. 29407-6085

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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Citifinancial Servicing, LLC,

Plaintiff,

vs.

Isabelle Murray, William Murray, Bernard Murray, Roland
Murray, County of Charleston, and South Carolina
Department of Revenue,

Defendant(s)

IN THE COURT OF COMMON PLEAS

SUMMONS

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2014-CP-10-7484

DEFICIENCY WAIVED

14-01907-1

TO THE DEFENDANTS ABOVE NAMED:

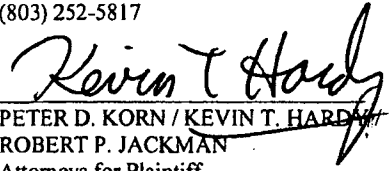
YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, or otherwise appear and defend, and to serve a copy of your Answer to said Complaint upon the subscriber at his office, 1300 Pickens Street, P.O. Box 11264, Columbia, South Carolina, 29211-1264, within thirty (30) days after service hereof, except as to the United States of America, which shall have Sixty (60) days, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, or otherwise appear and defend, the Plaintiff in this action will apply to the Court for the relief demanded therein, and judgment by default will be rendered against you for the relief demanded in the Complaint.

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

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Mortgagee immediately and separately and such application will be deemed absolute and total in the absence of your application for such an appointment within thirty (30) days after the service of the Summons and Complaint upon you.

YOU WILL ALSO TAKE NOTICE that should you fail to Answer the foregoing Summons, the Plaintiff will move for an Order of Reference of this cause to the Master-in-Equity or Special Referee in/for this County, which Order shall, pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, specifically provide that the said Master in Equity or Special Referee is authorized and empowered to enter a final judgment in this cause with appeal only to the South Carolina Court of Appeals pursuant to Rule 203(d)(1) of the SCAR, effective June 1, 1999.

KORN LAW FIRM, P.A.
1300 Pickens Street
Columbia, SC 29201
(803) 252-5817


PETER D. KORN / KEVIN T. HARDY
ROBERT P. JACKMAN
Attorneys for Plaintiff

Columbia, South Carolina

11/24, 2014

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Citifinancial Servicing, LLC,

Plaintiff,

vs.

Isabelle Murray, William Murray, Bernard Murray,
Roland Murray, County of Charleston, and South
Carolina Department of Revenue,

Defendant(s)

14-01907-1

IN THE COURT OF COMMON PLEAS

2014-CP-10-7484

COMPLAINT

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2014-CP-10-

DEFICIENCY WAIVED

FILED
2014 DEC -9 AM 9:13
JULIE J. ARMSTRONG
CLERK OF COURT

The Plaintiff, complaining of the Defendants above-named would respectfully show unto this Honorable Court:

1. That the Plaintiff is a corporation/limited liability company organized and existing under and by virtue of the laws of the United States of America; and that the Defendants Isabelle Murray, William Murray, Bernard Murray, and Roland Murray, are upon information and belief, citizens and residents of the State of South Carolina. That the Defendant, County of Charleston, is upon information and belief a municipality of the State of South Carolina. That the Defendant, South Carolina Department of Revenue, is upon information and belief a government agency organized and existing under the laws of South Carolina.
2. Any Defendant described herein as a judgment creditor(s) has, by filing the judgment(s), designated the attorney(s) entering the judgment(s) as their agent for service of process pursuant to the provisions of Section 15-35-840 of the S.C. Code of Laws (1976) as amended.
3. That the real property hereinafter described, which is the subject of this action, is situated and located in the County of Charleston, State of South Carolina.
4. That on or about November 25, 2005, for value received, Isabelle Murray and William Murray, did execute and deliver to CitiFinancial, Inc., a certain promissory note in writing according to the terms and conditions set out therein, wherein and whereby said Isabelle Murray and William Murray promised to pay to CitiFinancial, Inc. the sum of Seventy-Five Thousand One Hundred Nine and 19/100 Dollars (\$75,109.19), together with interest thereon at the rate of Ten and 76/100 percent (10.76%) per annum.
5. That in order to better secure the payments of the said note and debt, in accordance with the terms and conditions thereof, Isabelle Murray, did execute and deliver on November 25, 2005 unto CitiFinancial, Inc., a mortgage covering the following described property:

Legal description and property address:

All those lots, pieces or parcels of land, situate, lying and being in Maryville Section, St. Andrews Parish, County of Charleston, State of South Carolina, and known and designated as Lots Nos. 7 and 8 on a plat of G.M. Howe, Surveyor, dated April 3, 1953, and recorded in the RMC Office for Charleston County in Plat Book "J", Page 129, and having such distances, metes, dimensions, and buttings and boundings as are shown by reference to the aforesaid plat on record, which plat is incorporated herein as a part and parcel of this Deed of Conveyance.

This being the same property conveyed to Isabelle Murray by Deed of Distribution from the Estate of James Murray (2002-ES-10-0511), dated January 6, 2004 and recorded January 15, 2004 in Book M481 at Page 433 in the Office of the RMC for Charleston County, South Carolina.

833 5th Ave, Charleston, SC 29407
TMS # 418-11-00-158

6. Thereafter said mortgage was recorded in Book T563 at Page 189 on November 28, 2005 in the Office of the Register of Deeds of Charleston County.

7. By virtue of an assignment dated July 21, 2014, and to be recorded, CFNA Receivables (SC), Inc. f/k/a CitiFinancial, Inc. assigned said mortgage unto CitiFinancial Servicing LLC making Citifinancial Servicing, LLC the present lien holder and Plaintiff herein.

8. The above referenced instrument constitutes a First Lien Priority mortgage.

9. Pursuant to South Carolina law, Plaintiff is entitled to enforce the terms of the subject note and mortgage.

10. By virtue of that Decree as to Quiet Title Action Only – Partition Action to be Decided at Subsequent Hearing, dated September 14, 2011 and recorded September 15, 2011 in Case No. 2009-CP-10-2245, it was ordered that the subject property be divided as follows:

81.25% interest to Isabelle Murray

6.25% interest to William Murray

6.25% interest to Bernard Murray

6.25% interest to Roland Murray

11. That the Defendant, County of Charleston, is made a party by virtue of a Judgment against Iseabelkle W. Murray, dated November 13, 2007 and recorded January 7, 2008 in the amount of Three Hundred Eighty-Two and 00/100 (\$382.00) Dollars and identified as Civil Action No. 2008-JG-10-0033.

12. That the Defendant, South Carolina Department of Revenue, is made a party by virtue of the following:

(a) Tax Lien against Bernard Murray, et al dated March 4, 2005 and recorded March 15, 2005 in the amount of \$1,439.51 and identified as File Year 2005, File No. 3047, and Tax Lien No. 3-50605984-4.

(b) Tax Lien against Bernard Murray dated December 13, 2013 and recorded December 27, 2013 in the amount of \$379.72 and identified as File Year 2013, File No. 32265, and Tax Lien No. 3-51647331-7.

13. According to the terms and conditions of the said note and mortgage, it is provided that in the event of default in the payment of any installment when due, and if such default is not made good prior to the due date of the next such installment, the entire principal and accrued interest shall at once become due and payable without notice at the option of the holder, and if the same should be placed in the hands of an attorney for collection, all costs of collection, including a reasonable attorney's fee, would be secured by the said mortgage as a part of the debt secured thereby.

14. That under the terms and conditions of said mortgage, it is provided that, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured thereby, the mortgagor will pay to the mortgagee, on the payment due date each month until the said note is fully paid, certain

additional sums, including but not limited to, certain amounts for fire and other hazard insurance and taxes and assessments due on the mortgaged premises.

15. Further, under the terms and conditions of said mortgage, it was agreed that the mortgagor would pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions for which provisions were not otherwise made, and if they failed to do so, the mortgagee might pay same, which amount, together with interest thereon, would be secured by said mortgage.

16. According to the terms of said mortgage, and as additional security, the mortgagor assigned all rents, issues and profits of the mortgaged premises from and after any default there under, and should legal proceedings be instituted pursuant to said mortgage, the mortgagee, its successors or assigns, was given the right to have a Receiver appointed of the rents, issues and profits, who, after deducting all charges and expenses attending such proceedings, and the execution of his trust as a Receiver, shall apply the residue of the rents, issues and profits, toward the debt secured by said mortgage.

17. The monthly payments due on said note and mortgage are in default since March 15, 2014, and the conditions of said note and mortgage have been broken and the Plaintiff elects to, and does declare the entire balance of said indebtedness due and payable, and that there is due on said note and mortgage as of March 15, 2014 the sum of Seventy-One Thousand Four Hundred Twenty-Four and 87/100 Dollars (\$71,424.87), together with interest at the rate of Nine and 89/100 percent (9.89%) per annum from February 15, 2014 and also for the costs and disbursements of this action, including attorney's fees.

18. That the Plaintiff specifically waives its rights to a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due to the Plaintiff, including costs and attorney fees.

19. This Mortgage loan is not owned, securitized, or guaranteed by Fannie Mae or Freddie Mac nor is the servicer/investor participating in the Home Affordable Modification Program.

20. That upon information and belief, certain costs for inspecting and securing the subject property have been incurred by the Plaintiff as a result of this delinquency and Plaintiff is informed and believes it is entitled to reimbursement for such charges, if any.

21. The notice of consumer's right to cure, as contemplated under S.C. Code Sections 37-5-110 and 37-5-111, has been given or is not required, and all conditions precedent to the acceleration of the debt and foreclosure of the mortgage have been performed or have occurred.

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

(1) That the amount due upon the said note and mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action.

(2) That the said Plaintiff's mortgage be declared a first lien priority mortgage and that the said Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due, with a reasonable sum as attorney's fees and for the costs of this action.

(3) That the mortgaged premises be sold under the direction of this court, the equity of redemption be barred, and that the proceeds of sale be applied as follows:

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

Second, to the payment and discharge of the amount due on Plaintiff's note and mortgage, together with attorney's fees as aforesaid, and

Third, the surplus, if any, be distributed according to law.

(4) For an Order directing and empowering the Sheriff of Charleston County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property hereinabove described should the same become necessary.

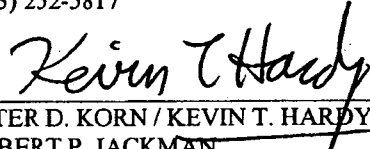
(5) For an Order granting the appointment of a receiver to secure and supervise the rental of the property sought to be foreclosed.

(6) For reimbursement of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency.

(7) For such other and further relief as may be just and proper.

(8) For an order satisfying any prior liens that may be of record, but have been paid in full.

KORN LAW FIRM, P.A.
1300 Pickens Street
Columbia, SC 29201
(803) 252-5817



PETER D. KORN / KEVIN T. HARDY /
ROBERT P. JACKMAN
Attorneys for Plaintiff

Columbia, South Carolina

11/24, 2014

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

1. The amount of the debt is \$79,547.31 as of November 18, 2014. Because of interest, late charges that may vary from day to day, the amount due on the day you, the Debtor(s), pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after the Creditor receives the funds, in which event the Creditor will inform you before depositing the funds for collection. For further information, write as directed in Paragraph 6 of this Notice.
2. Citifinancial Servicing, LLC is the creditor to which the debt is owed.
3. The debt as described in the Complaint attached hereto will be assumed to be valid by the creditor's law firm, unless the debtor(s), within thirty (30) days after the receipt of this notice, disputes the validity of the debt or some portion thereof.
4. If you, the Debtor(s) notify the Creditor's law firm within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, the creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to the Debtor(s) by the Creditor's law firm.
5. If the Creditor named as Plaintiff in the attached Summons and Complaint is not the original creditor, and if you, the Debtor(s), make a written request to the Creditor's law firm within thirty (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to you by the Creditor's law firm.
6. Written requests should be addressed to Korn Law Firm, P.A., Post Office Box 11264, Columbia, South Carolina 29211-1264.
7. This notice should NOT be construed as a thirty (30) day grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days. Please be advised the time period in which you, the Debtor(s), have to dispute the amount of your debt and request additional information does not alter or affect the time period set forth in the South Carolina Rules of Civil Procedure for the filing of an answer or other responsive pleading to the Complaint.
8. If you, the Debtor(s), have received a discharge of the debt described in Paragraph 1 of this Notice pursuant to the United States Bankruptcy Code, then neither the Creditor nor its law firm is seeking to collect any portion of the debt and all information contained herein is supplied for information purposes only. Any pending or ensuing legal action by Creditor's law firm will undertake to foreclose a valid security interest only and neither is intended nor will operate as any effort to collect upon any debt that has been so discharged.

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

12/9/14 11:21AM

2014-CP-10-7484

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Citifinancial Servicing, LLC,

Plaintiff,

vs.

Isabelle Murray, William Murray, Bernard Murray, Roland Murray, County of Charleston, and South Carolina Department of Revenue,

Defendant(s)

IN THE COURT OF COMMON PLEAS

LIS PENDENS

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2014-CP-10-

DEFICIENCY WAIVED

BY

JULIE J. ALMSTRONG
CLERK OF COURT

2014 DEC -9 AM 9:13

FILED

14-01907-1

NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending in this court upon Complaint of the above-named Plaintiff against the above-named Defendant for foreclosure of a certain mortgage of real estate given by Isabelle Murray to CitiFinancial, Inc. in the amount of Seventy-Five Thousand One Hundred Nine and 19/100 (\$75,109.19) Dollars, dated November 25, 2005, and recorded November 28, 2005 in the Office of the Register of Deeds for Charleston County in Book T563 at Page 189.

Thereafter, by virtue of an assignment dated July 21, 2014, and to be recorded, CFNA Receivables (SC), Inc. f/k/a CitiFinancial, Inc., assigned said mortgage unto CitiFinancial Servicing LLC, making Citifinancial Servicing, LLC the present lien holder and Plaintiff herein.

The premises covered and affected by the said mortgage as by the foreclosure thereof, were, at the time of the making thereof, and at the time of the filing of this Notice, described as follows:

LEGAL DESCRIPTION AND PROPERTY ADDRESS:

All those lots, pieces or parcels of land, situate, lying and being in Maryville Section, St. Andrews Parish, County of Charleston, State of South Carolina, and known and designated as Lots Nos. 7 and 8 on a plat of G.M. Howe, Surveyor, dated April 3, 1953, and recorded in the RMC Office for Charleston County in Plat Book "J", Page 129, and having such distances, metes, dimensions, and buttings and boundings as are shown by reference to the aforesaid plat on record, which plat is incorporated herein as a part and parcel of this Deed of Conveyance.

This being the same property conveyed to Isabelle Murray by Deed of Distribution from the Estate of James Murray (2002-ES-10-0511), dated January 6, 2004 and recorded January 15, 2004 in Book M481 at Page 433 in the Office of the RMC for Charleston County, South Carolina.

833 5th Ave, Charleston, SC 29407
TMS # 418-11-00-158

KORN LAW FIRM, P.A.
1300 Pickens Street
Columbia, SC 29201
(803) 252-5817

Kevin T Hardy

PETER D. KORN / KEVIN T. HARDY /
ROBERT P. JACKMAN
Attorneys for Plaintiff

Columbia, South Carolina

11/24, 2014

2014-CP-10-7484

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Citifinancial Servicing, LLC

PLAINTIFF,

vs.

Isabelle Murray, et al

DEFENDANT(S)

14-01907-1

Submitted By: Peter D. Korn (), Kevin Hardy 76015, Robert P. Jackman 78755

Korn Law Firm, P.A.

Address: 1300 Pickens Street

Columbia, SC 29201

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

C/A NO: 2014-CP-10-7484

Telephone #: (803) 252-5817

Fax #:

Email:

FILED
2014 DEC -9 AM 9:13
JULIE J. ARMSTRONG
CLERK OF COURT

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

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☐ JURY TRIAL demanded in complaint. ☒ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is exempt from ADR (certificate attached).

NATURE OF ACTION (Check One Box Below)

Contracts

- ☐ Constructions (100)
☐ Debt Collection (110)
☐ Employment (120)
☐ General (130)
☐ Breach of Contract (140)
☐ Other (199)

Torts - Professional Malpractice

- ☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
☐ Previous Notice of Intent Case #
 20 _CP- _____
☐ Notice/ File Med Mal (230)
☐ Other (299)

Torts - Personal Injury

- ☐ Assault/Slander/Libel (300)
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Other (399)

Real Property

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

Inmate Petitions

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

Administrative Law/Relief

- ☐ Reinstate Driver's License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture-Petition (840)
☐ Forfeiture - Consent Order (850)
☐ Other (899)

Judgments/Settlements

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

Appeals

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

Special/Complex /Other

- ☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699)
☐ Sexual Predator (510)
☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of State Depositions (650)
☐ Motion to Quash Subpoena in an
 Out-of-County Action (660)

Submitting Party Signature:

Kevin T Hardy

Date:

11/24/14

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRPC, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq. SCCA / 234 (06/2013)

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Citifinancial Servicing, LLC,

vs.

Isabelle Murray, et al

Plaintiff,

Defendant(s)

IN THE CIRCUIT COURT FOR THE NINTH JUDICIAL CIRCUIT

(NON-JURY MORTGAGE FORECLOSURE)

CERTIFICATE OF EXEMPTION
FROM ADR

C/A NO: 2014-CP-10-7484

DEFICIENCY WAIVED

14-01907-1

I certify that this action is exempt from ADR because:

- ☐ this is a special proceeding or action seeking extraordinary relief such as mandamus, habeas corpus or prohibition;
- ☐ this action is appellate in nature;
- ☐ this is a post-conviction relief matter;
- ☐ this is a contempt of court proceeding;
- ☐ this is forfeiture proceeding brought by the State;
- ☒ this is a case involving a mortgage foreclosure;
- ☐ the parties submitted the case to voluntary mediation with a certified mediator prior to the filing of this action.

FILED
2014 DEC -9 AM 9:13
JULIE J. ARMSTRONG
CLERK OF COURT

Kevin T. Hardy
Plaintiff/Attorney(s) for Plaintiff(s)

PETER D. KORN / KEVIN T.
HARDY / ROBERT P. JACKMAN
Attorneys for Plaintiff

Defendant/Attorney(s) for Defendant(s)

Date: 11/24, 2014

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
CASE NO. 2014-CP-10-7484

Citifinancial Servicing, LLC,
Plaintiff,

vs.

Isabelle Murray, et al
Defendant(s).

FILED
2015 JAN - 8 PM 2:58
JULIE J. ARMSTRONG
CLERK OF COURT
ANSWER
BY [Signature]

The Defendant, ISABELLE MURRAY, {hereinafter Defendant} by and through her undersigned attorney, responding to the Complaint of the Plaintiff would allege and show as follows:

1. Defendant denies each and every allegation of the Complaint not herein specifically admitted or modified and demands strict proof thereof.
2. Defendant admits the allegations set forth in paragraphs 1, 3, 4, 5, 6, 7, 10, 18 & 19 of the Complaint.
3. Answering the allegations in paragraph 17, Defendant would allege and show that she has not made monthly installments for several months; however she does not admit that the default occurred on March 15, 2014. Further, Defendant denies the remaining allegations and demands strict proof thereof; however, she would state that Plaintiff is owed an amount of money on its Note and Mortgage which amount will be determined by this Honorable Court after Defendant provides a statement of credits and debits.
4. Defendant reserves all defenses which arise during the discovery process.

WHEREFORE, having fully answered her Answer, Defendant prays that this Honorable Court inquire into the matters set forth herein and enter into an Order it deems appropriate under the laws and facts presented.



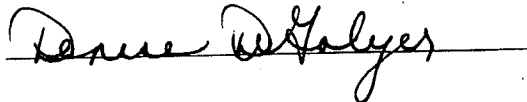
BARRY V. BAKER
One Carriage Lane, Building H
Post Office Box 31265
Charleston, SC 29417-1265
(843) 766-9007 Phone
(843) 766-1295 Fax

ATTORNEY FOR DEFENDANT
ISABELLE MURRAY

Charleston, SC
January 7, 2015

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing pleading has been served upon opposing counsel by email and regular mail this 7th day of January 2015.



BARRY I. BAKER
ATTORNEY AT LAW
ONE CARRIAGE LANE, BLDG. H (29407)
POST OFFICE BOX 31265
CHARLESTON, SC 29417-1265

TELEPHONE: (843) 766-9007
FAX: (843) 766-1295
denise@bakerlawsc.com

ASSOCIATE ATTORNEY:
Kyle T. Varner, LL.M. - Taxation

January 7, 2015

Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401

Re: Citifinancial Servicing, LLC v. Isabelle Murray, et al
Case No: 2014-CP-10-7484

Dear Clerk of Court:

Enclosed please find an original and one copy of the Answer in connection to the above matter. Kindly file the original and forward a stamped copy to my office by Bullet Courier Service.

In accordance with the rules of the Court, I am serving a copy of this document on attorney for the Plaintiff, Kevin T. Hardy of the Korn Law Firm.

With kind regards, I am

Yours truly,


Barry I. Baker

BIB/dd
Enclosure

cc: Isabelle Murray w/enclosure
Kevin T. Hardy, Esq., w/enclosure

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

CitiFinancial Servicing LLC,

Plaintiff,

vs.

Isabelle Murray, William Murray, Bernard
Murray, Roland Murray, County of
Charleston, and South Carolina Department
of Revenue,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2014-CP-10-07484

**NOTICE OF MOTION
AND
PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT**

FILED
2016 APR 14 PM 1:04
JULIE J. ARNSTRONG
CLERK OF COURT

(File No. 4088.01715)

YOU WILL PLEASE TAKE NOTICE that the undersigned as attorney for the Plaintiff will appear before the presiding judge for Charleston County, ten (10) days after service hereof at 10:00 a.m., or at such other time and place as the Court may direct, and move for an order pursuant to Rule 56 of the South Carolina Rules of Civil Procedure granting to the Plaintiff Summary Judgment on the grounds that there is no genuine issue as to any material fact, and the Plaintiff is entitled to an Order for Foreclosure and Sale as a matter of law.

Said motion shall be based upon the statute and case law of the State of South Carolina, upon the pleadings and other evidence developed in discovery, and upon the affidavits attached hereto and other material properly received by the Court in connection therewith.

RILEY POPE & LANEY, LLC



T. Lowndes Pope, SC Bar 66507

Heidi B. Carey, SC Bar 7020

Damon C. Wlodarczyk, SC Bar 70460

Jayme L. Shy, SC Bar 81551

Meredith M. Robertson, SC Bar 68322

Peter M. Balthazor, SC Bar 68244

Christopher M. Wasson, SC Bar 101890

Louise M. Johnson, SC Bar 16586

2838 Devine Street

Post Office Box 11412 (29211)

Columbia, South Carolina 29205

(803) 799-9993

Attorneys for Plaintiff

¹²
April 7, 2016
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

CitiFinancial Servicing LLC,

Plaintiff,

vs.

Isabelle Murray, William Murray, Bernard
Murray, Roland Murray, County of
Charleston, and South Carolina Department
of Revenue,

Defendant(s).

(File No. 4088.01715)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2014-CP-10-07484

CERTIFICATE OF SERVICE

FILED
2016 APR 14 PM 1:03
JULIE J. ARMSTRONG
CLERK OF COURT

This is to certify that I, Monique W. Trifos, an employee with the law firm of Riley Pope & Laney, LLC, have this day caused to be served upon the persons named below the attached **NOTICE OF MOTION AND PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT** in the above-captioned matter via United States mail, first-class postage prepaid, to the following:

Barry I. Baker, Esquire
Post Office Box 31265
Charleston, SC 29417

Bernard E. Ferrara, Esquire
4045 Bridge View Drive
North Charleston, SC 29405

Milton G. Kimpson, Esquire
Attorney for South Carolina Department of Revenue
Post Office Box 12265
Columbia, SC 29211


Monique W. Trifos
Paralegal

April 12, 2016

RILEY POPE & LANEY, LLC
ATTORNEYS AND COUNSELORS AT LAW

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

TELEPHONE (803) 799-9993

FACSIMILE (803) 239-1414

April ¹²/₇, 2016

The Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, #106
Charleston, SC 29401

Re: CitiFinancial Servicing LLC vs. Isabelle Murray, William Murray, Bernard Murray, Roland Murray, County of Charleston, and South Carolina Department of Revenue
Calendar No.: 2014-CP-10-07484
Our File No.: 4088.01715

Dear Ms. Armstrong:

Enclosed herewith please find the original and one copy of the Notice of Motion and Plaintiff's Motion for Summary Judgment in the above-captioned case. Also enclosed is a check in the amount of \$25.00 for the filing of said Notice of Motion and Plaintiff's Motion for Summary Judgment. Please file same and return clocked copy to me in the self-addressed stamped envelope enclosed.

Thank you for your kind assistance in this matter.

Sincerely,



Peter M. Balthazor

PMB/mwt

Enclosures

cc: Barry I. Baker, Esquire (w/enclosures)
Bernard E. Ferrara, Esquire (w/enclosures)
Milton G. Kimpson, Esquire (w/enclosures)

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

CitiFinancial Servicing LLC,

vs.

Isabelle Murray, William Murray, Bernard Murray, Roland
Murray, County of Charleston, and South Carolina
Department of Revenue,

Plaintiff,

Defendant(s).

IN THE COURT OF COMMON PLEAS
C/A NO.: 2014-CP-10-07484

**MOTION INFORMATION FORM AND
COVERSHEET**

(File No. 4088.01715)

Plaintiff's Attorney:

T. Lowndes Pope, SC Bar #66507
Heidi B. Carey, SC Bar #7020
Damon C. Wlodarczyk, SC Bar #70460
Jayme L. Shy, SC Bar #81551
Meredith M. Robertson, SC Bar #68322
Peter M. Balthazor, SC Bar #68244
Christopher M. Wasson, SC Bar #101890
Louise M. Johnson, SC Bar 16586
RILEY POPE & LANEY, LLC
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205
(803) 799-9993/(803) 239-1414

Defendant's Attorney:

Barry I. Baker, Esquire
Post Office Box 31265
Charleston, SC 29417

County of Charleston
Bernard E. Ferrara
4045 Bridge View Drive
North Charleston, SC 29405

South Carolina Department of Revenue
Milton G. Kimpson
Post Office Box 12265
Columbia, SC 29211

- ☒ **MOTION HEARING REQUESTED** (*attach written motion and complete Sections I & 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: Notice of Motion and Plaintiff's Motion for Summary Judgment

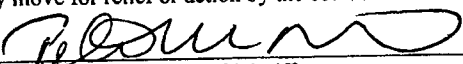
Estimated Time Needed: 30 minutes

Court Reporter Needed: Yes

SECTION II: Motion Type

- ☒ Written Motion Attached
☐ Form Motion:

I hereby move for relief or action by the court as set forth in the attached proposed order.


Signature of Attorney for Plaintiff

April ¹² 2016
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 Report: _____
☐ Other: _____

JUDGE'S SECTION

- ☐ Motion fee to be paid upon filing of the attached Order.
☐ Other: _____

JUDGE
CODE: _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____
(Print Name)

DATE FILED: _____

- ☐ **MOTION FEE COLLECTED:** _____
☐ **CONTESTED - AMOUNT DUE:** _____

SCCA/233 (11-2003)

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

CitiFinancial Servicing LLC,

Plaintiff,

vs.

Isabelle Murray, William Murray, Bernard Murray, Roland
Murray, County of Charleston, and South Carolina
Department of Revenue,

Defendant(s).

IN THE COURT OF COMMON PLEAS
C/A NO.: 2014-CP-10-07484

**MOTION INFORMATION FORM AND
COVERSHEET**

(File No. 4028.02917)

Plaintiff's Attorney:

T. Lowndes Pope, SC Bar #66507
Heidi B. Carey, SC Bar #7020
Damon C. Wlodarczyk, SC Bar #70460
Jayme L. Shy, SC Bar #81551
Mercedith M. Robertson, SC Bar #68322
Peter M. Balthazor, SC Bar #68244
Christopher M. Wasson, SC Bar #101890
Nicholas J. Skorzewski, SC Bar #102830
RILEY POPE & LANEY, LLC
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205
(803) 799-9993/(803) 239-1414

Defendant's Attorney:

Isabelle Murray
Barry I. Baker
One Carriage Lane, Building H
Post Office Box 31265 (29417-1265)
Charleston, SC 29407-6085
County of Charleston
Johanna S. Gardner
4045 Bridge View Drive, Suite B232
North Charleston, SC 29405-7464
South Carolina Department of Revenue
Milton G. Kimpson
300A Outlet Pointe Boulevard
Post Office Box 12265 (29211)
Columbia, SC 29201

- ☐ MOTION HEARING REQUESTED (attach written motion and complete Sections I & 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 for Order Substituting Party Plaintiff

Estimated Time Needed:

Court Reporter Needed:

SECTION II: Motion Type

- ☐ Written Motion Attached
☒ Form Motion:

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for Plaintiff

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 Report: _____
☐ Other:

JUDGE'S SECTION

- ☐ Motion fee to be paid upon filing of the attached Order.
☐ Other:

JUDGE

CODE:

Date:

CLERK'S VERIFICATION

Collected by: _____
(Print Name)

DATE FILED:

- ☐ MOTION FEE COLLECTED:
☐ CONTESTED - AMOUNT DUE:

SCCA/233 (11-2003)

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

CitiFinancial Servicing LLC,

Plaintiff,

vs.

Isabelle Murray, William Murray, Bernard
Murray, Roland Murray, County of
Charleston, and South Carolina Department
of Revenue,

Defendant(s).

(File No. 4028.02917)

IN THE COURT OF COMMON PLEAS

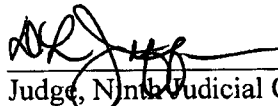
C/A NO.: 2014-CP-10-07484

ORDER SUBSTITUTING PARTY
PLAINTIFF

FILED
2017 APR 27 AM 11:53
JULIE J. ARMSTRONG
CLERK OF COURT

This is an action to foreclose a mortgage on real estate located in Charleston County. Subsequent to the initiation of suit, an assignment of mortgage has been recorded to Bayview Loan Servicing, LLC, a Delaware Limited Liability Company (a copy of which is attached hereto as Exhibit "A"). Plaintiff, through its counsel, moves pursuant to SCRPC 17(a) to substitute Bayview Loan Servicing, LLC, a Delaware Limited Liability Company as party Plaintiff; and

IT IS SO ORDERED.

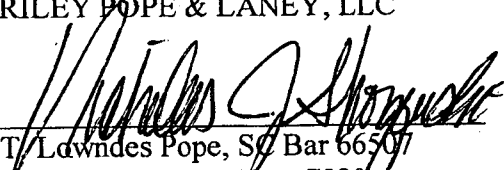


Judge, Ninth Judicial Circuit

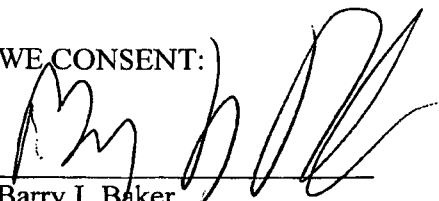
Charleston, South Carolina
April 25, 2017

WE SO MOVE:

RILEY POPE & LANEY, LLC


T. Lowndes Pope, SC Bar 66507
Heidi B. Carey, SC Bar 7020
Damon C. Wlodarczyk, SC Bar 70460
Jayme L. Shy, SC Bar 81551
Meredith M. Robertson, SC Bar 68322
Peter M. Balthazor, SC Bar 68244
Christopher M. Wasson, SC Bar 101890
Nicholas J. Skorzewski, SC Bar 102830
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Plaintiff

WE CONSENT:



Barry I. Baker
Attorney for Isabelle Murray

WE CONSENT:

Johanna S. Gardner
Attorney for County of Charleston

WE CONSENT:

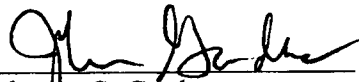
Milton G. Kimpson
Attorney for South Carolina Department of Revenue

WE CONSENT:

COPY

Barry I. Baker
Attorney for Isabelle Murray

WE CONSENT:



Johanna S. Gardner
Attorney for County of Charleston

WE CONSENT:

Milton G. Kimpson
Attorney for South Carolina Department of Revenue

WE CONSENT:

Barry I. Baker
Attorney for Isabelle Murray

WE CONSENT:

Johanna S. Gardner
Attorney for County of Charleston

WE CONSENT:


Milton G. Kimpson
Attorney for South Carolina Department of Revenue

When Recorded Return To:
CitiFinancial Servicing, LLC
C/O Nationwide Title Clearing, Inc.
2100 Alt. 19 North
Palm Harbor, FL 34683

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, CITIFINANCIAL SERVICING LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHOSE ADDRESS IS C/O CITIMORTGAGE, INC., 1000 TECHNOLOGY DRIVE, O'FALLON, MO 63368, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Mortgage with all interest secured thereby, all liens, and any rights due or to become due thereon to BAYVIEW LOAN SERVICING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHOSE ADDRESS IS 4425 PONCE DE LEON BLVD. 5TH FLOOR, CORAL GABLES, FL 33146 (800)771-0299, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE)

Said Mortgage dated 11/25/2005, made by ISABELLE MURRAY to CITIFINANCIAL, INC. and recorded 11/28/2005 in the Recorder or Registrar of Deeds of CHARLESTON County, South Carolina in Book T563 and Page 189.

Dated on 1/26/2017 (MM/DD/YYYY)
CITIFINANCIAL SERVICING LLC, A DELAWARE LIMITED LIABILITY COMPANY

By: Susan Schotsch
Susan Schotsch
VICE PRESIDENT

Signed and Acknowledged
in the Presence of:

All persons whose signatures appear above have qualified
authority to sign and have reviewed this document and
supporting documentation prior to signing.

Pangsong Khang
Witness 1

Zoe Lee
Witness 2

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on 1/26/2017 (MM/DD/YYYY), by Susan Schotsch as VICE PRESIDENT of CITIFINANCIAL SERVICING LLC, A DELAWARE LIMITED LIABILITY COMPANY, who, as such VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

Danielle Kennedy
Danielle Kennedy
Notary Public - State of FLORIDA
Commission expires: 06/26/2017

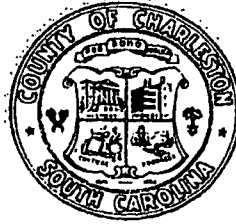


Danielle Kennedy
Notary Public State of Florida
My Commission # FF 031287
Expires June 26, 2017

Document Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
Recording Requested By: CitiFinancial Servicing, LLC, C/O Nationwide Title Clearing, Inc. 2100 Alt. 19 North, Palm Harbor, FL 34683

RECORDER'S PAGE

NOTE: This page **MUST** remain
with the original document



Filed By:

NATIONWIDE TITLE CLEARING

2100 ALT 19

PALM HARBOR FL 34683-9886

MAKER:

CITIFINANCIAL SERVICING

RECIPIENT:

BAYVIEW LN SERVICING

Original Book:

T563

Original Page:

189

RECORDED

Date: February 8, 2017

Time: 9:39:14 AM

Book

Page

DocType

0615

656

Asgt

Charlie Lybrand, Register
Charleston County, SC

of Pages: 2

of Sats:

of References:

Note:

Recording Fee \$ 6.00

Extra Reference Cost \$ -

Extra Pages \$ -

Postage \$ -

Chattel \$ -

TOTAL \$ 6.00

DRAWER Drawer 5

CLERK ANF



0615

Book



656

Page



02/08/2017

Recorded Date



2

Pgs



T563

Original Book



189

Original Page



M

Doc Type



09:39:14

Recorded Time

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

CitiFinancial Servicing LLC,

Plaintiff,

vs.

Isabelle Murray, William Murray, Bernard
Murray, Roland Murray, County of
Charleston, and South Carolina Department
of Revenue,

Defendant(s).

(File No. 4028.02917)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2014-CP-10-07484

CERTIFICATE OF MAILING

(Non-Jury)

Foreclosure of Real Estate Mortgage

I hereby certify that I have deposited on this date in the US Mail, with proper first class postage attached, a copy of the Order Substituting Party Plaintiff to each of the defendants above at the following address(es):

Roland Murray
833 5th Avenue
Charleston, SC, 29407

Barry I. Baker, Esquire
Attorney for Isabelle Murray
One Carriage Lane, Building H
Post Office Box 31265 (29417-1265)
Charleston, SC 29407-6085

William Murray
121 Brinkley Park Dr.
Mount Holly, NC, 28120

Bernard Murray
833 5th Avenue
Charleston, SC, 29407

Johanna S. Gardner, Esquire
Attorney for County of Charleston
4045 Bridge View Drive, Suite B232
North Charleston, SC 29405-7464

Milton G. Kimpson, Esquire
Attorney for South Carolina Department of Revenue
300A Outlet Pointe Boulevard
Post Office Box 12265 (29211)
Columbia, SC 29201

FILED
2017 APR 27 AM 11:54
JULIE J. ARMSTRONG
CLERK OF COURT



File and Copy Clerk
RILEY POPE & LANEY, LLC
Attorneys for Plaintiff

April 20, 2017
Columbia, South Carolina

RILEY POPE & LANEY, LLC

ATTORNEYS AND COUNSELORS AT LAW

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

TELEPHONE (803) 799-9993

FACSIMILE (803) 239-1414

April 11, 2017

Charleston County Clerk of Court
100 Broad Street, #106
Charleston, SC 29401

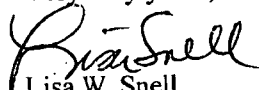
Re: CitiFinancial Servicing LLC vs. Isabelle Murray, William Murray, Bernard Murray, Roland Murray, County of Charleston, and South Carolina Department of Revenue
Calendar No.: 2014-CP-10-07484
Our File No.: 4028.02917

Dear Sir/Madam:

Please find enclosed the original and one copy of a Motion and Order Substituting Party Plaintiff and the Certificate of Mailing in the above-referenced case, with the appropriate consents included. If this Order meets with your approval, please have executed where indicated, file and return the Order to our office in the self-addressed stamped envelope provided. Also enclosed is the \$25.00 motion filing fee.

Thank you for your kind assistance in this matter.

Very truly yours,


Lisa W. Snell
Paralegal

/lws

Enclosures

cc

Barry I. Baker, Esquire
Attorney for Isabelle Murray
One Carriage Lane, Building H
Post Office Box 31265 (29417-1265)
Charleston, SC 29407-6085

Johanna S. Gardner, Esquire
Attorney for County of Charleston
4045 Bridge View Drive, Suite B232
North Charleston, SC 29405-7464

Milton G. Kimpson, Esquire
Attorney for South Carolina Department of Revenue
300A Outlet Pointe Boulevard
Post Office Box 12265 (29211)
Columbia, SC 29201

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2014-CP-10-07484

Bayview Loan Servicing, LLC, a Delaware Limited Liability
Company

PLAINTIFF

vs.

Isabelle Murray, William Murray, Bernard Murray, Roland
Murray, County of Charleston, and South Carolina Department
of Revenue

DEFENDANTS.

FILED
2018 MAR 21 PM 3:33
JULIE J. ARMSTRONG
CLERK OF COURT
BY

Submitted by: Riley Pope & Laney, LLC
PO Box 11412, Columbia, SC 29211-1412

Attorney for Plaintiff

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), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other – _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRPC; ☐ Bankruptcy;
☐ Binding Arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other – _____
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other – _____

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

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

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE PUBLIC 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)
		N/A
If applicable, describe the property, including tax map information and address, referenced in the order: Tax Map # 418-11-00-158; 833 5th Avenue, Charleston, South Carolina 29407-6172		

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.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

Judge Code

Date

For Clerk of Court Use Only

This judgment was entered on the _____ day of _____, 2018, and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 2018 to attorneys of record or to parties (when appearing pro se) as follows:

Attorneys for Plaintiff:

Riley Pope & Laney, LLC
Post Office Box 11412
Columbia, South Carolina 29211-1412

Defendants:

Barry I. Baker, Esquire
BAKER LAW FIRM
Post Office Box 31265
Charleston, South Carolina 29417-1265
Attorney for Isabelle Murray

Willie B. Heyward, Esquire
HEIRS PROPERTY LAW CENTER, LLC
27 Gamecock Avenue, Suite 200
Charleston, South Carolina 29407-3398
Attorney for Bernard Murray and Roland Murray

Johanna S. Gardner, Esquire
CHARLESTON COUNTY ATTORNEY'S OFFICE
4045 Bridge View Drive, Suite B232
North Charleston, South Carolina 29405-7464
Attorney for County of Charleston

Sean G. Ryan, Esquire
SOUTH CAROLINA DEPARTMENT OF REVENUE
Post Office Box 12265
Columbia, South Carolina 29211-2265
Attorney for South Carolina Department of Revenue

CLERK OF COURT

Court Reporter: _____

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

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.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Bayview Loan Servicing, LLC, a Delaware
Limited Liability Company,

Plaintiff,

vs.

Isabelle Murray, William Murray, Bernard
Murray, Roland Murray, County of
Charleston, and South Carolina Department
of Revenue,

Defendants.

(File No.: 4028.02917)

RILEY POPE & LANEY, LLC
Attorneys for Plaintiff

ROGERS LEWIS JACKSON MANN
AND QUINN, LLC
Attorneys for the Plaintiff
Drew B. Walker, Esq.

IN THE COURT OF COMMON PLEAS

C/A NO.: 2014-CP-10-07484

**ORDER GRANTING
PARTIAL SUMMARY JUDGMENT
OF FORECLOSURE**
(As to interest of Isabelle Murray
and William Murray only)

(Non-Jury)

(Not Eligible for HAMP)

(Deficiency Waived)

Barry I. Baker, Esquire
Attorney for Isabelle Murray

Willie B. Heyward, Esquire
Attorney for William Murray

Johanna S. Gardner, Esquire
Attorney for County of Charleston

Sean G. Ryan, Esquire
Attorney for South Carolina Department of
Revenue

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2018 MAR 21 PM 3:33

FILED

This Court held a hearing on December 19, 2017, for argument on Plaintiff's motion for summary judgment. Defendant Bernard Murray appeared at the hearing with counsel Willie B. Heyward and opposed summary judgment for foreclosure on his interest in the subject property. Attorney Drew B. Walker and Damon C. Wlodarczyk appeared for the Plaintiff. Based upon the arguments and the proof made of the facts and circumstances alleged in the pleadings, I find, conclude, and order as follows:

FINDINGS OF FACT

- 1) The Lis Pendens was filed on December 9, 2014.
- 2) The Summons and Complaint were filed on December 9, 2014.

3) Service was made upon the Defendants as shown by the proof of service filed herein.

4) The Defendants Roland Murray, William Murray, and Bernard Murray are in default as shown by Affidavit, Notice, or Order filed herein.

5) The Defendants and all attorneys of record were notified of the time, date, and place of the hearing in this matter.

6) According to the affidavit filed herein, a good faith investigation did not determine that the defaulting Defendants Isabelle Murray, William Murray, Roland Murray, William Murray, Bernard Murray are in the military service and therefore entitled to protection under the Servicemembers' Civil Relief Act, 50 U.S.C. §3901 et seq., or any amendments thereto.

7) For value received, Isabelle Murray and William Murray made, executed, and delivered a note ("Note") dated November 25, 2005, promising thereby to pay to the order of CitiFinancial, Inc. the sum of Seventy-five Thousand One Hundred Nine and 19/100 (\$75,109.19) Dollars, with interest at the rate of 10.39% per annum initially, with a current rate of 9.8892% per annum. Other terms and conditions are stated in the Note, which is of record herein.

8) To better secure the payment of the Note described above, Isabelle Murray made, executed, and delivered to CitiFinancial, Inc. a certain real estate mortgage ("Mortgage") in writing, dated November 25, 2005, covering real property in Charleston County, which is the same as that described in the Complaint. The Mortgage was filed in the Office of the Register of Mesne Conveyances/Register of Deeds for Charleston County on November 28, 2005, in Book T563 at Page 189. Thereafter, by Assignment recorded November 7, 2014 in Book 0439 at Page 637, the Mortgage was assigned to CitiFinancial Servicing LLC. Thereafter, by Assignment recorded February 8, 2017 in Book 0615 at Page 656, the Mortgage was assigned to Bayview Loan Servicing, LLC, a Delaware Limited Liability Company.

9) The Mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagors, and constitutes a first mortgage lien on the mortgaged premises.

10) By virtue of that Decree as to Quiet Title Action Only - Partition Action to be Decided at Subsequent Hearing, dated September 14, 2011 and recorded September 15, 2011 in Case No. 2009-CP-10-02245, it was ordered that the subject property be divided as follows:

81.25% interest to Isabelle Murray, 6.25% interest to William Murray, 6.25% interest to Bernard Murray, and 6.25% interest to Roland Murray.

11) The Plaintiff is the real party in interest pursuant to SCRCP 17(a) and is entitled to enforce the terms of the subject Note and Mortgage.

12) The titleholders of record of the subject property as of the filing of the Lis Pendens in this action are Isabelle Murray, the original mortgagor (81.25% interest), William Murray (6.25% interest), Bernard Murray (6.25% interest), and Roland Murray (6.25% interest).

13) Any notice required by the terms of the Note and/or Mortgage or by state or federal statutes has been given to the applicable Defendants prior to the commencement of this action.

14) The loan evidenced by the Note and Mortgage is serviced by a servicer participating in the Home Affordable Modification Program (HAMP). It is not owned, securitized, or guaranteed by Fannie Mae or Freddie Mac. The subject loan is not eligible for HAMP because all available loss mitigation alternatives have been exhausted, and a non-foreclosure outcome could not be reached.

15) Therefore, the Court finds that there are no HAMP issues to be resolved before foreclosure is ordered or the sale is commenced.

16) As stated in the Certification of Exemption from Administrative Order 2011-05-02-01 filed herein, the real property which is the subject of this action is not an "owner occupied dwelling" as defined in the Order.

17) The Note payments which became due on March 15, 2014, and subsequent months, have not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of its attorney for collection by foreclosure.

18) The sum of \$5,982.00 is a reasonable fee to allow as attorney's fees for Plaintiff's attorneys at Riley Pope & Laney, LLC for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Note and Mortgage. Attorney's fees for Plaintiff's attorney at Rogers Lewis Jackson Mann & Quinn, LLC may be added to the Total Debt following submission of an attorney's fees affidavit at the conclusion of this matter. The inclusion of services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time.

19) The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of the within action, including an attorney's fee, secured by the Note and Mortgage, is as follows:

(a) Principal amount due as of March 15, 2014	\$71,424.87
(b) Interest (Daily Simple Interest paid to February 6, 2017)	
Daily Simple Interest from February 6, 2017 to August 17, 2017	\$3,715.51
Accrued Interest	\$22,059.97
(c) Advances	
Property Taxes	\$4,738.10
Insurance	\$132.85
Property Inspections	\$55.00
(d) Costs of collection prior to hearing (service of process, filing fees, etc.)	\$0.00
(e) Attorney's Fees	\$5,982.00
Total debt secured by Note and Mortgage, including interest to date shown	\$108,108.30

20) Interest for the period from the date shown in (b) 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 of 9.8892% per annum (pursuant to the terms of the Note and Mortgage) on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

21) The Plaintiff is seeking the usual foreclosure of the mortgage and has in the Complaint, or subsequently thereto in writing, expressly waived the right to a personal or deficiency judgment pursuant to Rule 71(b) SCRCP.

22) The following Defendant(s) claim(s) or may claim a junior lien upon or interest in the subject property or are otherwise involved in this matter. In the event there is a surplus from the sale of the subject property, the validity, priority and amount of such liens will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRCP. The Clerk of Court/Register of Deeds is hereby ordered to release said liens in so much as it pertains to the property which is the subject of this action:

County of Charleston by virtue of a judgment against Isabelle W. Murray in the amount of \$382.00 dated November 13, 2007 and recorded on January 7,

2008 in Judgment Roll No. 2008-JG-10-00033. Any such interest in or lien upon the property is junior and subordinate to Plaintiff's mortgage.

The South Carolina Department of Revenue by virtue of any lien(s) of record, including, but not limited to, a Tax Lien against Bernard Murray, bearing Tax Lien No. 3-50605984-4, in the amount of \$1,439.51, dated March 4, 2005, and recorded on March 15, 2005 as File Year 2005, File No. 3047; and a Tax Lien against Bernard Murray, bearing Tax Lien No. 3-51647331-7, in the amount of \$379.72, dated December 13, 2013, and recorded on December 27, 2013 as File Year 2013, File No. 32265. Any such interest in or lien upon the said property is junior and subordinate to Plaintiff's mortgage.

CONCLUSIONS OF LAW

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED:

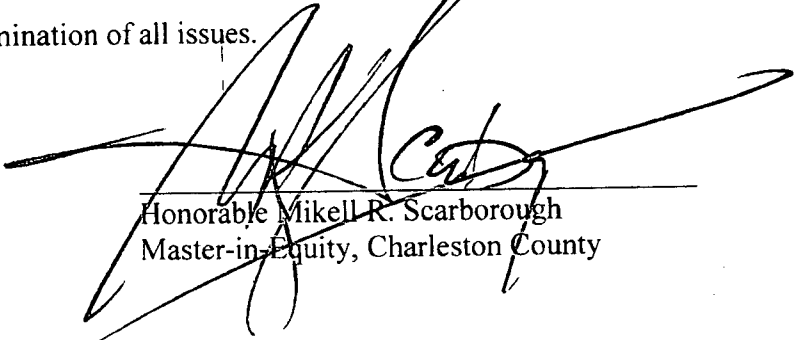
- 1) The Plaintiff's Mortgage should be declared a first mortgage lien and Plaintiff should have judgment of foreclosure of the mortgage as to Isabelle Murray's interest (81.25%) and as to the interest of William Murray (6.25%).
- 2) The Court finds that there are no HAMP issues to be resolved before foreclosure is ordered.
- 3) The Court also finds the real property is not an "owner occupied dwelling" as defined in the May 2, 2011 Administrative Order, and is therefore exempt from said Order.
- 4) The Defendants named herein, and all persons whosoever claiming under Defendants, are forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the portion of the mortgaged premises so sold, or any part thereof.
- 5) There is due to the Plaintiff on the Note and Mortgage set forth in the Complaint the sum of **\$108,108.30**, as set out in the Findings of Fact *supra*.
- 6) The amount due in the preceding paragraph (the "Total Debt" as set out in the Findings of Fact *supra*, and later accrued interest on the principal), shall constitute the total judgment debt due Plaintiff and shall bear interest hereafter at the rate of 9.8892% per annum. The amount of the judgment shall be subject to increase to permit the Plaintiff to recover additional costs, commissions and expenses not included in the judgment figures set forth herein. It may also

increase to include supplemental compensation for attorney's services not contemplated by the initial fee awarded. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs and/or supplemental compensation. Such additional costs, commissions and expenses may be established by statement and shall be adjudicated by the Court without further finding.

7) The Defendants liable for the aforesaid judgment debt including interest at the rate of 9.8892% per annum 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.

8) It is therefore ordered the partial summary judgment of foreclosure be granted as to the claims against the mortgagors Isabelle Murray and William Murray. This Order makes no determination as to Plaintiff's claims against the remaining Defendants, all of whom are in default. The case shall remain open to allow the parties additional time for investigation concerning the interests that Defendant Bernard Murray and Defendant Roland Murray may have in the subject real property, and whether such interests are subject to foreclosure. A judicial sale will be set following this Court's final determination of all issues.

March 15, 2018
Charleston, South Carolina



Honorable Mikell R. Scarborough
Master-in-Equity, Charleston County

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2014 CP-10-07484

Citifinancial

Murray

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Master in Equity

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

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **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: The Matter is before the Court on Defendant Roland and Bernard Murray's Motion to Set Aside Foreclosure Sale filed October 2, 2018, the day of the scheduled Foreclosure Sale. Because I find that Plaintiff is protected as a lender under SC Code Section 62-3-910 (2012), it is entitled to foreclose upon the entire title to the property. This Court in a prior action (2009-CP10-2245) found that the Movants each owned a 6.25% interest in the property. That case was resolved in 2013. This 2014 foreclosure action commenced on the basis that the Mortgage from Isabelle Murray to Plaintiff went into default as of March 15, 2014. Movant's argument of Res Judicata was addressed by this Court in the August 27, 2018 Order. Attorney for Movant Willie Heyward appeared at both the December 19, 2017 hearing and the May 8, 2018 hearing. The only pleading filed by Mr. Heyward in this action was the Motion to Set Aside Sale on October 2, 2018. No timely Motion to Alter or Amend was made. To the extent this Motion is timely, it argues a point (Res Judicata) already ruled upon by the Court and is Denied. Accordingly, this Court finds that the Sale of the Subject Property held on October 2, 2018 sold the entire interest in the property to Plaintiff.

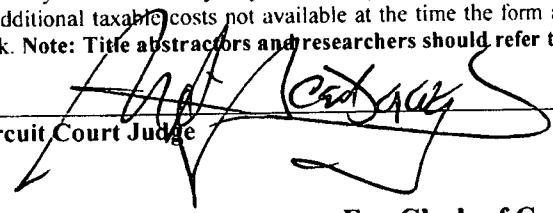
ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE PUBLIC 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)
N/A		\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order: N/A		

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.**


Circuit Court Judge

3062

Judge Code

Date

10/19/18

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:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

1 STATE OF SOUTH CAROLINA
2 COURT OF COMMON PLEAS
3 COUNTY OF CHARLESTON

4 Bayview Loan Servicing, LLC, a
5 Delaware Limited Liability Company,

6 Plaintiff,

7 vs.

8 CASE NO. 2014-CP-10-7484

9 Isabelle Murray, William Murray,
10 Bernard Murray, Roland Murray,
11 County of Charleston, and South
12 Carolina Department of Revenue,

13 Defendants.

14
15 Hearing before the Honorable Mikell R.
16 Scarborough, reported by Christine A. Smith, Court
17 Reporter and Notary Public, at 11:13 a.m. on
18 October 2, 2018 at 100 Broad Street, Courtroom 2A,
19 Charleston, South Carolina.

20
21 ORIGINAL

22 Christine A. Smith, Court Reporter

23 Master-in-Equity

24 P.O. Box 30276

25 Charleston, South Carolina, 29417

(843) 958-5071

casmith@charlestoncounty.org

1 APPEARANCES OF COUNSEL:

2 ATTORNEYS FOR THE PLAINTIFF:

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8 Dwalker@rogerslewis.com

9 Peter M. Balthazor, Esq.
10 Riley Pope & Laney, LLC
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13 (803) 799-9993
14 Peteb@rplfirm.com

15 ATTORNEYS FOR THE DEFENDANT:

16 Willie B. Heyward, Esq.
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18 27 Gamecock Avenue
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20 Charleston, SC 29407
21 (843) 225-8754
22 Wheyward80@gmail.com

P R O C E E D I N G S

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2
3 THE COURT: I'm in the courtroom with
4 Mr. Heyward. I'm supposed to be upstairs selling
5 real estate. Mr. Heyward filed this motion late last
6 night to stay -- basically it's to stay the sale.
7 There's a question, I guess, as to percentage of
8 ownerships, what's being foreclosed upon. I have to
9 disclose that when I get up there.

10 MR. HEYWARD: Right. My main thing is I never
11 got a copy of this order. They mailed it to
12 Mr. Murray. Mr. Murray got it on Thursday of --

13 THE COURT: Got the Notice of Sale on
14 Thursday, right?

15 MR. HEYWARD: He got the order and the Notice
16 of Sale, which this is a copy of, on Thursday, and I
17 never got anything. The first time I knew about it
18 was when he called me on Friday and I saw him on
19 Monday. He told me he had gotten this letter. When
20 he showed me the letter, it was a copy of the Notice
21 of Sale and the order from the previous hearing.

22 THE COURT: All right. So the question about
23 notice and all that kind of stuff -- Mr. Heyward,
24 were you in the mailing matrix on this thing or not?

25 MR. HEYWARD: Yes. I was on the supplemental

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orders. I was noticed. The final mailing matrix,
for some reason, my name was not on it.

THE COURT: All right. I've asked this
question, Mr. Balthazor, Mr. Walker, as to who is
foreclosing, and I was told that both of you-all are
foreclosing; is that right?

MR. WALKER: We're co-counsel, Your Honor. I
addressed some of the quiet title issues with regard
to the percentage that we could foreclose.
Mr. Balthazor's firm is actually handling the
foreclosure and the sale now that that order is in
place. I can certainly address a response to
Mr. Heyward's comments.

THE COURT: Let's address the procedure first,
and then we'll get into the substantive. What's
going on with that? When was the order issued? I
don't have any of this in front of me, but I'll start
rolling through it here in a second.

MR. WALKER: Your Honor, I'm doing the best I
can. Pete may be able to shed a little more light if
he's in front of a computer. I've stepped out of a
CLE. I am looking at a Notice of Entry of Judgment
that the clerk sent out, and it says, This judgment
was entered on the 27th day of August 2018 and notice
mailed first class on Wednesday, August 29th to all

1 counsel of record and/or all parties entitled to
2 receive notice. So I know that I personally copied
3 Mr. Heyward, as I think he just alluded to, on some
4 of the proposed orders that were e-mailed to your
5 office, which I presume he got. Now, the final
6 order, whether the clerk's notice went to him or not
7 probably depends, Your Honor, as you suggested on
8 whether he was on the mailing matrix or not.

9 My understanding and recollection is that
10 Mr. Heyward never filed any sort of paper notice with
11 the Court appearing in the case. He did, obviously,
12 I think at least two hearings that I attended,
13 physically appearing in the case. I think the first
14 one he said was a special or a limited appearance,
15 but -- this is going from recollection. I think he
16 did state -- at the final hearing that he attended
17 that he was appearing on the Murray brothers' behalf,
18 although nothing was filed.

19 So I don't know whether the clerk mailed
20 anything to him or not. I do know that she mailed it
21 to his -- per this document I'm reading from the
22 clerk, that they mailed the order that you signed
23 foreclosing 100 percent of everyone's interest to
24 Mr. -- both Murray brothers on August 29, 2018.

25 THE COURT: All right. So you-all's position

1 is that you-all are foreclosing the entire interest.
2 Isabelle Murray had the title at the time she took
3 out the loan in '05; is that right?

4 MR. WALKER: Yes, Your Honor. And the order
5 that Mr. Heyward is saying he didn't fully receive --
6 it fully illuminates the reasons we have 100 percent
7 interest. It was because the -- it was for a few
8 reasons. I can't pull back 100 percent by memory
9 right now, but a lot has to do -- because the public
10 record showed that she owed 100 percent of the
11 interest due to a deed of distribution that came out
12 of an estate that vested 100 percent interest in her.

13 Now, from a substantive standpoint, with
14 regards to the motion that Mr. Heyward filed last
15 night that we received this morning, it seems that
16 their complaint is again res judicata. That's an
17 argument -- there was a quiet title that Your Honor
18 handled, I think in either 2009 or 2011, and it went
19 on for quite some time, that stated what the various
20 Murray siblings' interests were.

21 Now, the bank was not -- the bank or its
22 predecessor was not a party to that, so res judicata
23 can't apply because we simply weren't party to it.
24 Mr. Heyward states in his position that our
25 predecessor, due to some assignments -- some

1 assignments have some sort of implication, but
2 neither us nor our predecessors were parties to that
3 action.

4 You can look at every single caption from that
5 case, and we simply weren't a party. So any
6 determination by Your Honor in a previous action --
7 this is the way that you ruled -- determining a
8 percentage of interest of the brothers and sisters,
9 we weren't put on notice and our mortgage from
10 2004/2005 predates that quiet title action that we
11 weren't party to. So res judicata, so simply in
12 directing his motion, simply can't apply.

13 THE COURT: I'm with you.

14 MR. WALKER: And that's how Your Honor ruled
15 previously as well. That's all in that August 27th
16 order that you signed.

17 THE COURT: I've got it. Mr. Heyward, let me
18 hear from you on that one.

19 MR. HEYWARD: Yes, Your Honor. If I may pass
20 up a copy of some exhibits? First of all, Exhibit 1
21 shows a letter that Mr. Bernard Murray received from
22 Riley, Pope and Laney. It shows a mailing matrix.
23 It shows Roland Murray, Barry Baker, William Murray,
24 Bernard Murray, Johanna Gardner, Charleston County,
25 and Sean Ryan, attorney for Charleston County

1 Department of Revenue as being served a copy of the
2 order and Notice of Sale.

3 The docketing from the Charleston County
4 Circuit Court Clerk shows this starting -- and it's
5 entitled Bayview Loan Servicing, LLC versus Isabelle
6 Murray, Defendant, et al. It shows that it started
7 with CitiFinancial Servicing, LLC filing a summons
8 and complaint and that was on 12/9/2000 going all the
9 way up to March 22nd, 2018.

10 Then because of the substitution -- Motion for
11 Substitution by Bayview, they then became the party
12 in interest replacing CitiFinancial Servicing, their
13 predecessor in interest. Now, the -- and on
14 Exhibit 4, you see the file assignment and the Order
15 of Substitution from CitiFinancial Servicing, LLC to
16 present Plaintiff, Bayview Loan Servicing. Now
17 Bayview claims that they're not a party in interest.
18 They're a predecessor in interest. CitiFinancial,
19 none of them had any notice. They're not a party.

20 So therefore Mr. Bernard Murray has no claim
21 against them in this matter, and we had an extensive
22 quiet title hearing. I believe Mr. Baker was
23 involved. It lasted for quite some time. You can
24 see when it was first filed -- when this action was
25 first filed in 2014, it preceded that where

1 Your Honor did an order, specifically after hearing
2 all of the evidence -- specifically stating that
3 Isabelle Murray had, I believe, an
4 81-something percent and the sons had 6.something
5 each.

6 Then subsequent to that, the bank now comes
7 and forecloses, stating that there was a deed of
8 distribution. They weren't a party -- excuse me --
9 that the bank was not a party and that their
10 predecessor in interest, CitiFinancial Servicing is
11 not a party. Now, Mr. Murray's interest, his
12 brother's interest, Bernard Murray, is zero. They
13 have no interest in this property.

14 If Your Honor remembers from the prior
15 hearing, there was evidence presented that -- in the
16 probate proceeding, there were some claims against
17 the State that the parties had to -- I'm sorry --
18 were requested to convey to the sister so that the
19 sister can go and borrow money to pay off these
20 claims. The claim was for \$10,000.

21 The sister then borrowed 170-some thousand
22 dollars, pays off all her bills, buys a mobile home.
23 Mr. Bernard Murray nor his brother, who were
24 mortgagors on that loan, received no benefit. Now,
25 rather than having 50 percent or 100 percent because

1 the sister is the one who got this benefit, after
2 understanding in Probate Court, they ended up with
3 zero, and then we don't have an opportunity now for
4 any kind of post trial relief because I didn't get
5 notice of the order, and Mr. Murray just got it like
6 three days before the sale.

7 THE COURT: Here's what I'm going to do. I
8 have to move forward. I sell at 11:00. It's almost
9 11:30.

10 MR. WALKER: Your Honor?

11 THE COURT: Go ahead.

12 MR. WALKER: Can I mention one more thing?
13 The only issue in this case is whether the bank was
14 the party to the 2009-CP-10-2245 of the case, and we
15 weren't. That's the only issue substantively that he
16 had brought up in his motion, and we can't have res
17 judicata if we weren't a party to that action.

18 THE COURT: Okay. Here's what I don't have
19 time to do right now, and that is to have a
20 substantive hearing on the case. What I'm going to
21 do is I'm going to go upstairs. I'm going to sell
22 the property, and I'm going to let the buyers know
23 that there's an issue as to whether or not this is a
24 100 percent interest sale or an 81.25 percent
25 interest sale. That's what I'm going to do upstairs.

1 All right? Then we'll get back to this later. At a
2 ~~minimum~~ we're going to foreclose Isabelle Murray's
3 interest. Okay?

4 Then we'll come back and we'll have an
5 evidentiary hearing on this whole thing. Okay?

6 MR. HEYWARD: All right. I appreciate it,
7 Judge.

8 THE COURT: There are too many moving parts
9 for me to figure that out. I hate to tell you-all
10 that, but that's what I think I need to do. Okay?

11 MR. HEYWARD: Thank you.

12 THE COURT: Very good. Thank you, Mr. Walker.
13 Thank you Mr. Balthazor.

14 MR. BALTHAZOR: Thank you.

15 (The proceedings were concluded at 11:25 a.m.)
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State of South Carolina)

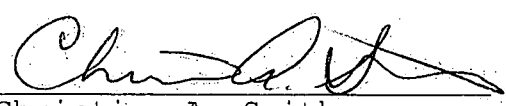
County of Charleston)

C E R T I F I C A T E

I, Christine A. Smith, Court Reporter and
Notary Public for the State of South Carolina at
Large, do hereby certify that the foregoing
transcript is a true, accurate, and complete record.

I further certify that I am neither related to
nor counsel for any party to the cause pending or
interested in the events thereof.

Witness my hand, I have hereunto affixed my
official seal this 21st day of February, 2019 at
Charleston, Charleston County, South Carolina.



Christine A. Smith
Notary Public
My Commission Expires
May 12, 2021

9. Case No.: 2014CP1007484 Notice of Entry of Judgment for March 21,2018 Order

The above referenced document could not be located and is therefore not included in the Record On Appeal. Respondent may have a copy of this document in his possession.

I also consent to the contents contained in this Notice of Entry of Judgment for March 21, 2018 Order.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Bayview Loan Servicing, LLC, a Delaware
Limited Liability Company,

Plaintiff,

vs.

Isabelle Murray, William Murray, Bernard
Murray, Roland Murray, County of Charleston,
and South Carolina Department of Revenue,
Defendant(s).

(File No. 4028.02917)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2014-CP-10-07484

NOTICE OF DEFAULT

(Non-Jury)

Foreclosure of Real Estate Mortgage

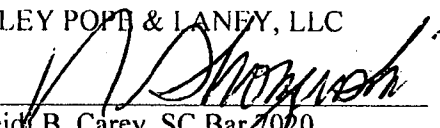
The Defendants herein named were duly served with the Summons and Complaint as required by Rule 4 SCRPC, as evidenced by the Affidavits of Service filed herein;

That more than thirty (30) days, exclusive of the day of service, has elapsed since the service aforesaid, and no Answer, Notice of Appearance or other responsive pleading has been received by or served upon the Plaintiff or its attorneys by or on behalf of Defendants Roland Murray, William Murray, Bernard Murray; and

That Defendants Roland Murray, William Murray and Bernard Murray are now in default under Rules 6 and 55, SCRPC.

Isabelle Murray timely filed a responsive Answer and is not in default. County of Charleston timely filed a responsive Answer and is not in default. South Carolina Department of Revenue timely filed a responsive Answer and is not in default.

RILEY POPE & LANEY, LLC


Heidi B. Carey, SC Bar 7020
Damon C. Wlodarczyk, SC Bar 70460
Jayme L. Shy, SC Bar 81551
Peter M. Balthazor, SC Bar 68244
Christopher M. Wasson, SC Bar 101890
Nicholas J. Skorzewski, SC Bar 102830
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Plaintiff

September 6, 2017
Columbia, South Carolina

FILED
2017 SEP 13 PM 2:09
JULIE J. ARMSTRONG
CLERK OF COURT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Bayview Loan Servicing, LLC, a Delaware
Limited Liability Company,

Plaintiff,

vs.

Isabelle Murray, William Murray, Bernard
Murray, Roland Murray, County of
Charleston, and South Carolina Department
of Revenue,

Defendant(s).

(File No. 4028.02917)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2014-CP-10-07484

CERTIFICATE OF MAILING

(Non-Jury)

Foreclosure of Real Estate Mortgage

I hereby certify that I have deposited on this date in the US Mail, with proper first class postage attached, a copy of this Notice of Default, to each of the defendants above at the following address(es):

Roland Murray
833 5th Avenue
Charleston, SC, 29407

Barry I. Baker, Esquire
Attorney for Isabelle Murray
One Carriage Lane, Building H
Post Office Box 31265 (29417-1265)
Charleston, SC 29407-6085

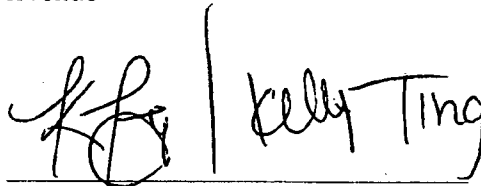
William Murray
121 Brinkley Park Dr.
Mount Holly, NC, 28120

Bernard Murray
833 5th Avenue
Charleston, SC, 29407

Johanna S. Gardner, Esquire
Attorney for County of Charleston
4045 Bridge View Drive, Suite B232
North Charleston, SC 29405-7464

FILED
2017 SEP 13 PM 2:09
JULIE J. ARMS, FROTHS
CLERK OF COURT

Sean G. Ryan, Esquire
Attorney for South Carolina Department of Revenue
300A Outlet Pointe Boulevard
Post Office Box 12265 (29211)
Columbia, SC 29201

A handwritten signature in black ink, appearing to read "Kelly Ting", written over a horizontal line.

File and Copy Clerk
RILEY POPE & LANEY, LLC
Attorneys for Plaintiff

September 8, 2017
Columbia, South Carolina

RILEY POPE & LANEY, LLC
ATTORNEYS AND COUNSELORS AT LAW

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

TELEPHONE
(803) 799-9993

FACSIMILE
(803) 239-1414

September 6, 2017

Clerk of Court, Charleston County
100 Broad Street, #106
Charleston, SC 29401

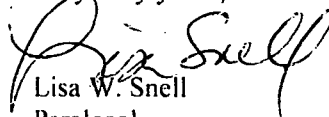
Re: Bayview Loan Servicing, LLC, a Delaware Limited Liability Company vs. Isabelle Murray,
William Murray, Bernard Murray, Roland Murray, County of Charleston, and South Carolina
Department of Revenue
Civil Action No.: 2014-CP-10-07484
Our File No. 4028.02917

Dear Clerk:

Please find enclosed the original and one copy of the Notice of Default and Certificate of Mailing in regards to the above referenced matter. Please file same and return the clocked copy to me in the stamped self addressed envelope provided.

Thank you for your kind assistance in this matter.

Very truly yours,


Lisa W. Snell
Paralegal

/lws

Enclosures

cc: Honorable Mikell R. Scarborough
Master in Equity, Charleston County
100 Broad Street, Suite 266
Charleston, SC 29401

cc: Barry I. Baker
Attorney for Isabelle Murray
One Carriage Lane, Building H
Post Office Box 31265 (29417-1265)
Charleston, SC 29407-6085

cc: Johanna S. Gardner
Attorney for County of Charleston
4045 Bridge View Drive, Suite B232
North Charleston, SC 29405-7464

cc: Sean G. Ryan
Attorney for South Carolina Department of Revenue
300A Outlet Pointe Boulevard
Post Office Box 12265 (29211)
Columbia, SC 29201

JULIE J. ARMSTRONG

CLERK OF COURT, C.P. & G.S.
100 BROAD STREET, SUITE 108
CHARLESTON, SC 29401-2258

RETURN SERVICE REQUESTED



clerkofcourt.charlestoncounty.org

143



ANDREW BRYANT WALKER
PO BOX 11803
COLUMBIA SC 29211-1803

NOTICE OF ENTRY OF JUDGMENT/ORDER PURSUANT TO RULE 77 SCRPC

Master's Order granting Motion for Partial Summ Judgment etc

CASE NO: 2014CP1007484

Bayview Loan Servicing LLC VS Isabelle Murray , defendant, et al

This judgment was entered on the 27th day of August, 2018, and notice mailed first class on Wednesday, August 29, 2018, to all counsel of record and/or all parties entitled to receive notice.

You may view and download this document at <http://clerkofcourt.charlestoncounty.org> or obtain a copy in person at the Clerk of Court's Office during regular Charleston County business hours.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Bayview Loan Servicing, LLC, a Delaware
Limited Liability Company,

PLAINTIFF,

vs.

Isabelle Murray, William Murray, Bernard
Murray, Roland Murray, County of
Charleston, and South Carolina Department of
Revenue,

Defendants.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO.: 2014-CP-10-07484

FILED
2018 AUG 27 PM 12:11
JULIE
CLERK OF COURT

**ORDER GRANTING PLAINTIFF'S
MOTION FOR PARTIAL SUMMARY
JUDGMENT
AND ORDER FOR JUDICIAL SALE**

This Court held a hearing on May 8, 2018, for argument on Plaintiff's Motion for Partial Summary Judgment filed on March 22, 2018 pursuant to Rule 56 of the South Carolina Rules of Civil Procedure ("Motion"). The Motion sought a ruling as a matter of law that Plaintiff could foreclose the interest of all Defendants, including those of Defendant Roland Murray and Defendant Bernard Murray.

Attorney Drew B. Walker, Esq. appeared for the Plaintiff. Defendant Roland Murray, along with his counsel and counsel for Defendant Bernard Murray, Willie Heyward, Esq., attended the hearing. No other Defendant or their counsel attended the hearing, or opposed the relief sought by Plaintiff in its Motion. Based upon the motion filed, the arguments and the proof made of the facts and circumstances alleged in the pleadings, I find that Plaintiff is entitled to judgment as a matter of law and that there exists no genuine issue of material fact. I further find and conclude as follows:



(1) By virtue of that Deed of Distribution conveying the subject real property described in the Plaintiff's Lis Pendens ("Subject Property") from the Estate of James Murray into Isabelle Murray recorded in Book M481 at Page 433 in the Charleston County R.M.C. on January 15, 2004, I find that Isabelle Murray was the record title holder of the Subject Property on November 25, 2005 when the Subject Mortgage described in Paragraph 5 of Plaintiff's Complaint was entered between Plaintiff's predecessor and Isabelle Murray.

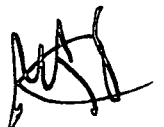
(2) I find that Plaintiff is protected as a lender under S.C. Code § 62-3-910 (2012) from any claims of Isabelle Murray, William Murray, Bernard Murray and Roland Murray.

(3) While I note the arguments of Mr. Heyward at the hearing with regard to *Res Judicata* concerning Civil Action No. 2009-CP-10-2245 ("Prior Action"), I hold that *Res Judicata* does not apply as a defense in this matter as to Plaintiff's claims since Plaintiff was not a party to the Prior Action.

(4) While I do not base my ruling in this Order on the Exhibits filed in the Motion, I do find that Defendant Bernard Murray and Defendant Roland Murray did not respond to Request to Admit #2 that was served on them January 5, 2018, and I note the Exhibits filed in the Motion including the transcript attached as Exhibit 1.

(5) In addition to my findings in this action in that Order recorded on March 21, 2018 foreclosing any right, title and interest of all Defendants except a disputed interest of each Defendant Bernard Murray and Defendant Roland Murray, I now find that any right, title and interest that Defendant Bernard Murray and Defendant Roland Murray may claim is hereby foreclosed with the equity of redemption forever barred.

NOW, THEREFORE, IT IS ORDERED THAT Plaintiff's Mortgage should be declared a first mortgage lien and Plaintiff should have judgment of foreclosure of the Mortgage as to any



right, title or interest claimed by Defendant Bernard Murray and Defendant Roland Murray with the equity of redemption forever barred. A copy of this Order may be filed with the Charleston County Register of Mesne Conveyances.

IT IS FURTHER ORDERED THAT the interests of all parties have been determined to be subject to Plaintiff's mortgage and the foreclosure thereof, therefore the subject property should be scheduled for judicial sale pursuant to the following terms.

1) On default of payment of the Total Debt (plus interest at the rate of 9.8892%) contained in that Order recorded on March 21, 2018, at or before the time therein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, shall be sold by the Master in Equity, at public auction, at 11:00 a.m. at the County Courthouse in Charleston, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on some other day appointed by the Court), on the following terms, that is to say:

2) For cash: The Master in Equity, will require, at the time of the bid, a deposit of 5% of the amount of the bid (in cash or equivalent) same to be applied to purchase price if compliance is made, but in the event of non-compliance, the deposit may be forfeited without further hearing and applied first to the costs of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within thirty (30) days, then the property may be re-sold on the same terms and conditions on some subsequent Sales Day, but at the risk of the defaulting bidder(s).

3) Interest on the balance of the bid shall be paid through the day of compliance at the rate of 9.8892%.

*Sale set for
October 2, 2018*
3



4) Purchaser shall pay for any statutory commission on sale from the proceeds of sale, deed preparation, costs of recording the deed, and deed stamps.

5) A personal or deficiency judgment having been waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.

6) The sale is subject to assessments, county taxes, existing easements, easements and restrictions of record, and other senior encumbrances.

7) The Master in Equity, will, by advertisement according to law, give notice of the 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, and if, upon such sale being made, the purchaser, or purchasers, should fail to comply with the terms thereof within thirty (30) days after the conclusion of the bidding, then the Master in Equity, may advertise the said premises for sale 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.

8) In the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales day upon the terms and conditions as set forth in this Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

9) If Plaintiff is the successful bidder at the sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of Plaintiff in full, 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.

10) 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 payment to the Plaintiff or Plaintiff's attorney of the amount of Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same;

NEXT: Any surplus should be held pending further Order of this court.

11) In the event the successful bidder is other than the Defendant(s) in possession of the subject property, upon full compliance and title by deed from the Court vested into such purchaser, and upon issuance of a Writ of Assistance by the Court, the Sheriff of Charleston County is ordered 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 purchaser 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. All valid tenant rights shall be protected pursuant to the Protecting Tenants at Foreclosure Act of 2009.

12) In the event the successful purchaser is someone other than the Defendant(s) in possession of the subject property, and the occupants have voluntarily vacated the property or have been ejected from the property leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage is said property, and title by deed from the Court is vested into such purchaser, the Purchaser is authorized to remove from the property all furnishings, fixtures and items not subject to the lien of Plaintiff's Mortgage. The personal property, being deemed abandoned, shall be removed by the Purchaser or its agents from the subject property by placing said property on the public street or highway or by any other means.



13) In accordance with S.C. Code Ann. §30-9-31, the deed of conveyance made pursuant to said sale shall be indexed by the R.O.D. in the name of the owner of record of subject property immediately prior to execution of the deed, as well as in the name of the Master in Equity, who executes such deed as grantor.

14) 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.

15) The following is a description of the premises herein ordered to be sold:

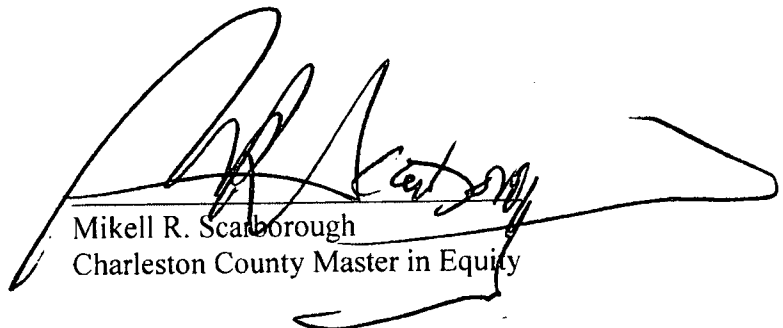
All those lots, pieces, or parcels of land, situate, lying and being in Maryville, Section, St. Andrews Parish, County of Charleston, State of South Carolina, and known and designated as Lots no. 7 and 8 on a plat of G.M. Howe, Surveyor, dated April 4, 1953, and recorded in the RMC Office for Charleston County in Plat Book "J", Page 129, and having such distances, metes, dimensions, and buttings and boundings as are shown by reference to the aforesaid plat on record, which plat is incorporated herein as part and parcel of this deed of conveyance.

Being that parcel of land conveyed to Isabelle Murray from Estate of James Murray by that Deed of Distribution dated January 6, 2004 and recorded January 15, 2004 in Deed Book M481, at Page 433 of the Charleston County, SC Public Registry.

TMS No. 418-11-00-158

Property Address: 833 5th Avenue, Charleston, SC 29407

AND IT IS SO ORDERED.


Mikell R. Scarborough
Charleston County Master in Equity

August 21, 2018

Charleston, South Carolina

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

CASE NO.: 2014-CP-10-7484

Bayview Loan Servicing, LLC, a Delaware
Limited Liability Company,

Plaintiff,

MOTION AND ORDER INFORMATION

FORM AND COVERSHEET

vs.

Isabelle Murray et al.

Defendants.

Plaintiff's Attorney:
Drew B. Walker, Bar No. 78271
Address:
PO Box 11803, Columbia, SC 29211
Phone: 803-978-2836 Fax 803-252-3653
E-mail: dwalker@rogerslewis.com Other: _____

Defendant's Attorney:
_____, Bar No. _____
Address:

Phone: _____ Fax _____
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 for Partial Summary Judgment

Estimated Time Needed: 30 minutes

Court Reporter Needed: ☒ YES / ☐ NO

SECTION II: Motion/Order Type

- ☒ Written motion attached
☒ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Drew Walker
Signature of Attorney for ☒ Plaintiff / ☐ Defendant

3/16/18
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: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

- ☐ **MOTION FEE COLLECTED: \$** _____
☐ **CONTESTED - AMOUNT DUE: \$** _____

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Bayview Loan Servicing, LLC, a Delaware
Limited Liability Company,

PLAINTIFF,

vs.

Isabelle Murray, William Murray, Bernard
Murray, Roland Murray, County of
Charleston, and South Carolina Department of
Revenue,

Defendants.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO.: 2014-CP-10-07844

FILED
2016 MAR 22 PM 1:32
CLERK OF COURT

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR PARTIAL SUMMARY
JUDGMENT**

**TO: WILLIE HEYWARD, ESQ., ATTORNEY FOR DEFENDANTS BERNARD
MURRAY AND ROLAND:**

PLEASE TAKE NOTICE that pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, Plaintiff Bayview Loan Servicing, LLC, a Delaware Limited Liability Company ("Plaintiff"), through its undersigned counsel, will move before the Honorable Mikell R. Scarborough, Charleston County Master-in-Equity, on the 10th day after service hereof at 10:00 a.m., or as soon thereafter as may be convenient to the Court, for an Order granting Partial Summary Judgment in favor of Plaintiff allowing it to foreclose all interests, including those of Defendants Roland Murray and Bernard Murray, in the subject real property for the reason that there is no genuine issue as to any material fact and that Plaintiff is entitled to judgment as a matter of law ("Motion").

This Motion is based on the following:

- 1) Defendant Bernard Murray and Defendant Roland Murray admit that they signed deeds conveying their interest in the subject real property to Plaintiff's mortgagor, Isabelle Murray,

prior to the mortgage. At a December 19, 2017 hearing in the above-captioned case, counsel for Defendant Bernard Murray ("Bernard Murray"), who also represents Defendant Roland Murray ("Roland Murray"), stated in open court the following about Bernard Murray and Roland Murray:

If I may, Your Honor? They quit claimed their interest to her (Isabelle Murray) to facilitate her getting this loan, but there was never anything in writing that she was supposed to convey back.

See the Transcript attached here as **Exhibit 1** at Page 28, Line 10.

2) Additionally, Plaintiff served Requests to Admit on Bernard Murray and Roland Murray on December 21, 2017. See Requests to Admit attached as **Exhibit 2**. Both Defendants served late responses attached here as **Exhibit 3** that only answered one of the two requests to admit. Both Defendants did not respond to the following request, and thereby admitted same:

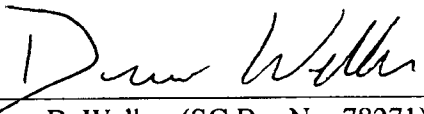
Admit You conveyed by deed your interest in the Subject Property to Isabelle Murray on or prior to November 25, 2005.

Further, Plaintiff's reply to the following request was late, and thereby admitted per Rule 37, SCRCP: "Admit You conveyed by deed your interest in the Subject Property to Isabelle Murray in order for her to obtain the Subject Loan." Moreover, the following late response by each Defendant is evasive and shows that a conveyance was made as admitted per the boldened request *supra*: "No. Defendant ... agreed to allow Isabelle Murray to get a loan in the amount of Ten Thousand (\$10,000.00) Dollars to satisfy an elective share claim by the surviving spouse of his father James Murray in regards to the probate administration of his estate."

Defendants did not respond to the second request to admit in bold above because they cannot deny that they signed quitclaim deeds to Plaintiff's mortgagor, Isabelle Murray, prior to the execution of the mortgage. Isabelle Murray held the entire fee simple interest on the date she gave Plaintiff its mortgage.

In light of these newly discovered facts and admissions, there is no genuine issue as to any material fact and Plaintiff is entitled to judgment as a matter of law.

This motion is further based on the statutory and common law of the United States and the State of South Carolina; supporting affidavits filed of record and that may be filed of record; the pleadings and discovery of record; any supporting Memorandum of Law to be filed hereafter; and any other matters as may be properly presented to the Court before or at the time of the hearing. Defendant reserves the right to supplement or amend this motion.


Drew B. Walker (SC Bar No. 78271)
Rogers Lewis Jackson Mann & Quinn, LLC
1330 Lady St., Suite 400 (29201)
PO Box 11803
Columbia, SC 29211
P: 803-978-2836
F: 803-252-3653
dwalker@rogerlewis.com
Attorney for Plaintiff

3/16, 2018
Columbia, South Carolina

1 you-all would have to negotiate out the rest of that
2 as to where that goes. You might be able to do that.
3 I can't foreclose on an interest that was not
4 mortgaged while that was not known. I don't even
5 know how I got to the 81 figure. I just don't
6 remember. I can tell you that it's in black and
7 white and it's an order and it's been outstanding for
8 about five years. It is what it is. It is the law
9 of the case.

10 MR. HEYWARD: If I may, Your Honor?. They quit
11 claimed their interest to her to facilitate her
12 getting this loan, but there was never anything in
13 writing that she was supposed to convey back.

14 THE COURT: Okay. Driving that train.
15 You-all can pursue that further.

16 All right, Mr. Walker. That's complicated.
17 I'm going to look to you for an order. Okay?

18 MR. WALKER: Okay.

19 THE COURT: My main reason for stretching this
20 out is because I think there's opportunity for
21 you-all to communicate. Okay? I think there's a way
22 to get what you-all want to get out of it. I just
23 can't make them wait until February of 2019 when we
24 hope to get the money in that other case. I can't do
25 that.

1 Anyway, in the meanwhile, you-all might be
2 able to work something out. Okay?

3 MR. HEYWARD: Thank you, Your Honor.

4 MR. WALKER: Thank you.

5 THE COURT: Thank you-all for coming in.

6 (The proceedings were concluded at 3:13 p.m.)
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STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS

CASE NO. 2009-CP-10-2245

ISABELLE MURRAY,

Plaintiff,

vs.

ROLAND MURRAY, BERNARD MURRAY and
WILLIAM MURRAY and STATE OF SOUTH
CAROLINA DEPARTMENT OF REVENUE,

Defendants.

DECREE AS TO QUIET TITLE
ACTION ONLY - PARTITION
ACTION TO BE DECIDED AT
SUBSEQUENT HEARING

FILED
2011 SEP 15 AM 10:16
JULIE J. ARMSTRONG
CLERK OF COURT
BY

The Plaintiff instituted the within action involving 833 Fifth Avenue, also known as Lots 7 and 8, Maryville, in Charleston, South Carolina 29407, on April 10, 2010. In her Complaint the Plaintiff asks that the court determine the respective ownership interests of the parties in the subject property. She also requests that the court determine the fair market value of the property and order a sale of the property if none of the non-petitioning defendants are able to purchase the property for the fair market value as determined by me. Prior to the commencement of the hearing, with the consent of the attorney for the Defendants Roland Murray and Bernard Murray, and the pro se Defendant William Murray, I granted the motion of the Plaintiff to allege another cause of action against the Defendants for waste.

I held a hearing on September 15, 2010, at which time the Plaintiff was present with her attorney Barry I. Baker. The Defendants Roland Murray and Bernard Murray were present with their attorney Willie B. Heyward, Esquire. William Murray appeared *pro se*.

At the commencement of the hearing the parties stipulated that I would only make a decision at the present time on the cause of action involving the quieting of the title.



All of the parties testified and the Plaintiff introduced without objection nineteen (19) exhibits. The Defendants Roland Murray and Bernard Murray introduced without objection eleven (11) exhibits. Included in the exhibits introduced by the Plaintiff were the deeds in the chain of title to the subject property and also the proceedings of the estate of Patsy Murray and James Murray. Based upon the testimony before me and upon the pleadings and also all the exhibits introduced into evidence, I find the property that is the subject matter of this action is owned by the following parties in the following particulars, to wit:

Isabelle Murray	81.25%
William Murray	6.25%
Bernard Murray	6.25%
Roland Murray	<u>6.25%</u>
TOTAL	100%

I further find that the Defendants Roland Murray and Bernard Murray are occupying the subject property and they should be responsible for the 2009 taxes. The 2009 taxes had not been paid at the time of the hearing before me, and I ordered that these taxes should be paid by the Defendants Roland Murray and Bernard Murray before the tax sale. The Court is now advised that all taxes due for 2009 were paid on September 21, 2010 and that the only taxes now due are for the year 2010. I find that the taxes for the year 2010 should be paid by the Defendants Roland Murray and Bernard Murray.

I further find that the Plaintiff and the Defendants agreed that the Plaintiff would obtain a loan to satisfy a claim filed by Cynthia Raye Davis-Murray, the second wife and widow of their father James Murray, as reimbursement for Mr. Murray's funeral expenses in the amount of \$10,215.46, and that all parties would be responsible for this bill.

I find that the Plaintiff did in fact obtain the necessary funds to pay Mrs. Davis-Murray and that she has not been reimbursed by any of the parties.

I find that it is fair and equitable that all of the parties be responsible for the repayment of this claim filed by Mrs. Davis-Murray according to their respective ownership interest. Since the Defendants have not made any contribution to the Plaintiff for their portion of this money, I find that they should reimburse Plaintiff for their portion of the obligation. Each of the Defendants own a 6.25% interest in the subject property and each of them should therefore reimburse the Plaintiff the sum of \$638.47. It is, therefore,

ORDERED, ADJUDGED AND DECREED that the property the subject matter of this action is owned by the following parties in the following particulars, to wit:

Isabelle Murray	81.25%
William Murray	6.25%
Bernard Murray	6.25%
Roland Murray	6.25%
TOTAL	100%

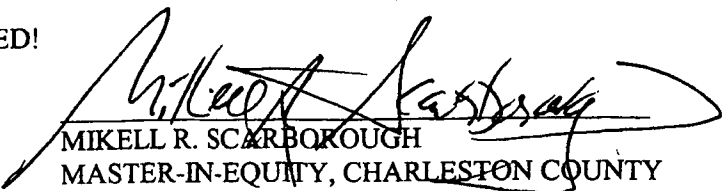
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendants Roland Murray and Bernard Murray shall pay the taxes for the tax year ^{2010 & 2011} it is further 

ORDERED, ADJUDGED AND DECREED that each of the Defendants are to pay to the Plaintiff the sum of \$638.47, as reimbursement for the loan that the Plaintiff obtained in order to satisfy a claim of Cynthia Raye Davis-Murray; it is further

ORDERED, ADJUDGED AND DECREED that I will set a date at a subsequent time to make a final determination as to the value of the property as to whether or not any waste occurred, and as to the portion of the Complaint that requests a partition of the property.

AND IT IS SO ORDERED!

Charleston, SC
June 27/11 2011.


MIKELL R. SCARBOROUGH
MASTER-IN-EQUITY, CHARLESTON COUNTY

BARRY I. BAKER
ATTORNEY AND COUNSELLOR AT LAW
ONE CARRIAGE LANE, BLDG. H
POST OFFICE BOX 31265
CHARLESTON, SC 29417-1265

TELEPHONE: 843-766-9007

FAX: 843-766-1295

September 14, 2011

VIA HAND DELIVERED

Honorable Mikell R. Scarborough
Charleston County Master in Equity
100 Broad Street, Suite 266
Charleston, SC 29401

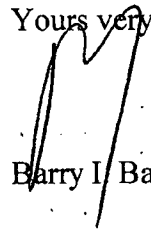
**Re: Isabelle Murray vs. Roland Murray, Bernard Murray and William Murray
Case NO. 2009-CP-10-2245**

Dear Judge Scarborough:

Enclosed please find for your consideration once again, the proposed Order relative to the above claim.

In accordance with the rules of the Court, a copy of this Order is being sent to the attorney for the Defendant, Willie Heyward and the pro se Defendant William Murray.

Yours very truly,


Barry I. Baker

BIB/dd
Enclosure

cc: *Willie B. Heyward, Esq., w/enclosure {previously submitted via e-mail & fax on 11/3/10} and again via courier on 9/14/11.*
William Murray, pro se Defendant w/enclosure {previously submitted by mail on 11/3/10}

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PROBATE COURT

IN THE MATTER OF THE ESTATE OF JAMES MURRAY

CASE NUMBER: 2002-ES-10-0511

DEED OF DISTRIBUTION

WHEREAS, the decedent died on the 3rd day of March, 2002; and

WHEREAS, the estate of the decedent is being administered in the Probate Court for Charleston County, South Carolina in File No. 2002-ES-10-0511; and

WHEREAS, the grantee herein is either a beneficiary or heir at law, as appropriate, of the decedent; and

WHEREAS, the undersigned Personal Representative is the duly appointed and qualified fiduciary in this matter.

NOW THEREFORE, in accordance with the laws of the State of South Carolina, the Personal Representative has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release to:

Name	:	Isabelle Murray
Address	:	1598 Grimbail Road Extension Charleston, SC 29412

the interest of the decedent in the following described property:

ALL those lots, pieces or parcels of land, situate, lying and being in Maryville Section, St. Andrews Parish, County of Charleston, State of South Carolina, and known and designated as LOTS NOS. 7 and 8 ON A Plat of G. M. Howe, Surveyor, dated April 3rd, 1953, and recorded in the RMC Office for Charleston County in Plat Book "J", page 129, and having such distances, metes, dimensions, and buttings and boundings as are shown by reference to the aforesaid Plat on record, which Plat is Incorporated herein as a part and parcel of this deed of conveyance.

BEING the same premises conveyed to James Murray by deed of Jean C. Howe dated September 27, 1956 and recorded on September 28, 1956 in Book Q62, Page 516 in the RMC office for Charleston County.

TMS # 418-11-0-158

Grantee's Address:

OK M 481PG434

1598 Grimball Road Extension
Charleston, SC 29412

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

TO HAVE AND TO HOLD, all and singular, the said Premises/Property unto the said Isabelle Murray, her heirs and assigns forever.

IN WITNESS WHEREOF, the undersigned, as Personal Representative of the estate of the decedent, has executed this Deed this 6th day of JANUARY, 2004.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Estate of James Murray

by Signature Isabelle Murray
Isabelle Murray, P.R.

Witness J. Joseph Conner Jr.

Witness Linda J. Boege

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me J. Joseph Conner Jr.
and made oath that he/she saw the within named Personal Representative(s) sign, seal, and as their act and deed, deliver the within written Deed, and that he/she with Linda J. Boege witnessed the execution thereof.

Witness Signature:

J. Joseph Conner Jr.

SWORN to before me this 6th
January, 2004.

Deborah M. Bassett
Notary Public for South Carolina
My Com. Expires: 2/19/09

BA M 481PG435

BELOW, PLEASE SPECIFY THE EXACT NAME AND ADDRESS
OF THE PERSON(S) TO WHOM TAX BILL SHALL BE SENT:

NAME : Isabelle Murray
ADDRESS : 1598 Grimball Road Extension
CITY : Charleston
STATE : South Carolina
ZIP : 29412

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

AFFIDAVIT

Date of Transfer of Title
(Closing Date) _____

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.
2. The property is being transferred BY Deed of Distribution TO Isabelle Murray ON January 5, 2004.
3. The DEED is (check one of the following)
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) X EXEMPT from the deed recording fee because (Exemption # 1)
(Explanation if required) Deed of Distribution
(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____.
 - (B) _____ The fee is computed on the fair market value of the realty which is \$ _____.
 - (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
 - (A) _____ the amount listed in item 4 above.
 - (B) _____ the amount listed in item 5 above (no amount place zero)
 - (C) _____ Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am responsible person who was connected with the transaction as: Attorney who drafted Deed of Distribution.
8. Check if Property other than Real Property is being transferred on this Deed.
 - (A) _____ Mobile Home
 - (B) _____ Other
9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn this 13th Day of January, 2004

Deborah M. Bassett

Notary Public for South Carolina

My Commission Expires: May 19, 2005

Signed J. Joseph Carlin J.
Grantor, Grantee, or Attorney that prepared this form

J. Joseph Carlin J.
Print or Type Name Here

M 481PG437

RECORDER'S PAGE

This page Must remain with
the original document.



J. Joseph London, Jr.
3842-L Leeds Ave
No Charleston SC
29405

Recording
Fee 10.00
State
Fee
County
Fee

Postage
TOTAL 10.00B

FILED

M481-433
2004 JAN 15 AM 10:37

CHARLES LYBRAND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP LMG
DATE 2/5/04

RECEIVED FROM REC

FEB 05 2004

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR



Willie Heyward <wheyward80@gmail.com>

RE: Bayview v Murray-2014CP1007484

Drew Walker <dwalker@rogerslewis.com>

Tue, Sep 18, 2018 at 1:01 PM

To: "Martha S. Dennis" <MDennis@charlestoncounty.org>, Pamela Baker <pbaker@rogerslewis.com>, Willie Heyward <Heywarddwithth@msn.com>, "wheyward80@gmail.com" <wheyward80@gmail.com>, "hcarey@rplfirm.com" <hcarey@rplfirm.com>, "Johanna S. Gardner" <JGardner@charlestoncounty.org>, Barry Baker <bbaker@bakerlawsc.com>, Tasha Thompson <tashat@scottandcorley.com>, "peteb@rplfirm.com" <peteb@rplfirm.com>, "nskorzewski@turnerpadget.com" <nskorzewski@turnerpadget.com>, "Lisa W. Snell" <LSnell@rplfirm.com>, Kim Bickford <kbickford@rplfirm.com>, "sean.ryan@dor.sc.gov" <sean.ryan@dor.sc.gov>
Cc: Laura Dukes Beck <LBeck@charlestoncounty.org>

Marti,

Good afternoon. I am following up to request an update on the below email and attachments. If you need anything else from me, please let me know.

Thanks,
Drew

Drew Walker

Member

Rogers Lewis Jackson Mann & Quinn, LLC

1901 Main St., Suite 1200

Columbia, SC 29201

P.O. Box 11803 (29211)

803-978-2836 (direct)

www.rogerslewis.com

ROGERS LEWIS
ATTORNEYS AT LAW

From: Drew Walker**Sent:** Monday, August 13, 2018 12:54 PM

75

To: Martha S. Dennis <MDennis@charlestoncounty.org>; Pamela Baker <pbaker@rogerslewis.com>; Willie Heyward <Heywarddwighth@msn.com>; wheyward80@gmail.com; hcarey@rplfirm.com; Johanna S. Gardner <JGardner@charlestoncounty.org>; Barry Baker <bbaker@bakerlawsc.com>; Tasha Thompson <tashat@scottandcorley.com>; peteb@rplfirm.com; nskorzewski@turnerpadget.com; Lisa W. Snell <LSnell@rplfirm.com>; Kim Bickford <kbickford@rplfirm.com>; sean.ryan@dor.sc.gov
Cc: Laura Dukes Beck <LBeck@charlestoncounty.org>
Subject: RE: Bayview v Murray-2014CP1007484

Marti,

I have attached the proposed order with the Judge's signature block, as well as a Form 4. If you need anything else, just let me know.

Thanks,
Drew

Drew Walker

Member

Rogers Lewis Jackson Mann & Quinn, LLC

1901 Main St., Suite 1200

Columbia, SC 29201

P.O. Box 11803 (29211)

803-978-2836 (direct)

www.rogerslewis.com

ROGERS LEWIS
ATTORNEYS AT LAW

From: Martha S. Dennis <MDennis@charlestoncounty.org>

Sent: Monday, August 13, 2018 12:27 PM

To: Drew Walker <dwalker@rogerslewis.com>; Pamela Baker <pbaker@rogerslewis.com>; Willie Heyward <Heywarddwighth@msn.com>; wheyward80@gmail.com; hcarey@rplfirm.com; Johanna S. Gardner <JGardner@charlestoncounty.org>; Barry Baker <bbaker@bakerlawsc.com>; Tasha Thompson <tashat@scottandcorley.com>; peteb@rplfirm.com; nskorzewski@turnerpadget.com; Lisa W. Snell <LSnell@rplfirm.com>; Kim Bickford <kbickford@rplfirm.com>

Cc: Laura Dukes Beck <LBeck@charlestoncounty.org>

Subject: RE: Bayview v Murray-2014CP1007484

76

Dear Mr. Walker,

I wanted to check in with you on the order you sent us at the end of July. I would like to give it to Judge Scarborough but I am still missing the signature page. Is there any information you would like me to pass along to him regarding that part of the order?

Best,

Martha "Marti" Dennis, Esq.

Charleston County Master in Equity

Judicial Law Clerk

100 Broad Street, Suite 266

Charleston, SC 29401

Ph: (843)958-5053

Fax: (843)958-5077

MDennis@charlestoncounty.org

From: Drew Walker [mailto:dwalker@rogerslewis.com]

Sent: Tuesday, July 31, 2018 11:57 AM

To: Martha S. Dennis <MDennis@charlestoncounty.org>; Pamela Baker <pbaker@rogerslewis.com>; Willie Heyward <Heywarddwith@msn.com>; wheyward80@gmail.com; hcarey@rplfirm.com; Johanna S. Gardner <JGardner@charlestoncounty.org>; Barry Baker <bbaker@bakerlawsc.com>; Tasha Thompson <tashat@scottandcorley.com>; peteb@rplfirm.com; nskorzewski@turnerpadget.com; Lisa W. Snell <LSnell@rplfirm.com>; Kim Bickford <kbickford@rplfirm.com>

Cc: Laura Dukes Beck <LBeck@charlestoncounty.org>

Subject: RE: Bayview v Murray-2014CP1007484

Dear Marti,

Please find the attached proposed Order in the referenced matter from the May 8 hearing. I emailed a copy of the proposed order to Mr. Heyward last week and did not receive any comments back. If you or Judge Scarborough have any questions, please let me know.

Sincerely,
Drew

Thank you for your response. We will provide some hearing dates for you early next week.

Sincerely,

Martha S. M. Dennis, Esq.

Charleston County Master in Equity

Judicial Law Clerk

100 Broad Street, Suite 266

Charleston, SC 29401

Ph: (843)958-5053

Fax: (843)958-5077

MDennis@charlestoncounty.org

From: Drew Walker [<mailto:dwalker@rogerslewis.com>]

Sent: Friday, March 16, 2018 3:08 PM

To: Martha S. Dennis <MDennis@charlestoncounty.org>; Pamela Baker <pbaker@rogerslewis.com>;

Willie Heyward <Heywarddwighth@msn.com>; wheward80@gmail.com; hcarey@rplfirm.com;

Johanna S. Gardner <JGardner@charlestoncounty.org>; Barry Baker <bbaker@bakerlawsc.com>; Tasha

Thompson <tashat@scottandcorley.com>; peteb@rplfirm.com; nskorzewski@turnerpadget.com

Cc: Laura Dukes Beck <LBeck@charlestoncounty.org>

Subject: RE: Bayview v Murray-2014CP1007484

Ms. Dennis:

My office is mailing a motion for filing today in the referenced matter, which will need to be heard prior to a final hearing. Ms. Baker can assist in scheduling a hearing date for that motion, as well as for a final hearing on the merits if necessary. If you would like to go ahead and set that motion hearing date, please let her know. We also have an outstanding motion in Case 2016-CP-1005202. If we could have both motions heard on the same date, that would be great.

Have a nice weekend.

Thanks,

Drew

Drew Walker

Member

Rogers Lewis Jackson Mann & Quinn, LLC

1901 Main St., Suite 1200

Columbia, SC 29201

P.O. Box 11803 (29211)

803-978-2836 (direct)

www.rogerslewis.com

ROGERS LEWIS

ATTORNEYS AT LAW

From: Martha S. Dennis <MDennis@charlestoncounty.org>

Sent: Friday, March 16, 2018 1:19 PM

To: Pamela Baker <pbaker@rogerslewis.com>; Drew Walker <dwalker@rogerslewis.com>; Willie Heyward <Heywarddwith@msn.com>; wheward80@gmail.com; hcarey@rplfirm.com; Johanna S. Gardner <JGardner@charlestoncounty.org>; Barry Baker <bbaker@bakerlawsc.com>; Tasha Thompson <tashat@scottandcorley.com>; peteb@rplfirm.com; nskorzewski@turnerpadget.com

Cc: Laura Dukes Beck <LBeck@charlestoncounty.org>

Subject: RE: Bayview v Murray-2014CP1007484

Dear Ms. Baker,

Thank you for the proposed order. I understand a future hearing is needed on the Plaintiff's claims against the remaining default Defendants. Please let me know if you would like us to go ahead and set a time.

Many Thanks,

Martha S. M. Dennis, Esq.

Charleston County Master in Equity

Judicial Law Clerk

100 Broad Street, Suite 266

Charleston, SC 29401

Ph: (843)958-5053

Fax: (843)958-5077

MDennis@charlestoncounty.org

From: Pamela Baker [<mailto:pbaker@rogerslewis.com>]

Sent: Thursday, March 15, 2018 10:09 AM

To: Martha S. Dennis <MDennis@charlestoncounty.org>; Drew Walker <dwalker@rogerslewis.com>; Willie Heyward <Heywarddwith@msn.com>; wheward80@gmail.com; hcarey@rplfirm.com; Johanna S. Gardner <JGardner@charlestoncounty.org>; Barry Baker <bbaker@bakerlawsc.com>; Tasha Thompson <tashat@scottandcorley.com>; peteb@rplfirm.com; nskorzewski@turnerpadget.com

Cc: Laura Dukes Beck <LBeck@charlestoncounty.org>

Subject: RE: Bayview v Murray-2014CP1007484

Good morning,

Attached please find the proposed order for your review in the above referenced matter.

Should you have any questions, please contact our office.

Thank you,

Pamela Baker

Paralegal

Rogers Lewis Jackson Mann & Quinn, LLC

1901 Main Street, Suite 1200

Columbia, SC 29201

PO Box 11803

Columbia, SC 29211

(803) 978-1969 direct dial

(803) 252-3653 fax

From: Martha S. Dennis <MDennis@charlestoncounty.org>

Sent: Wednesday, March 14, 2018 11:31 AM

To: Drew Walker <dwalker@rogerslewis.com>; Willie Heyward <Heywarddwith@msn.com>;
wheward80@gmail.com; hcarey@rplfirm.com; Johanna S. Gardner <JGardner@charlestoncounty.org>;
Barry Baker <bbaker@bakerlawsc.com>; Tasha Thompson <tashat@scottandcorley.com>;
peteb@rplfirm.com; nskorzewski@turnerpadget.com

Cc: Laura Dukes Beck <LBeck@charlestoncounty.org>; Pamela Baker <pbaker@rogerslewis.com>

Subject: RE: Bayview v Murray-2014CP1007484

Dear Mr. Walker,

Thank you for your quick response. A word copy via email would be fine. Please let me know if I can be of assistance.

Best,

Martha S. M. Dennis, Esq.

Charleston County Master in Equity

Judicial Law Clerk

100 Broad Street, Suite 266

Charleston, SC 29401

Ph: (843)958-5053

Fax: (843)958-5077

MDennis@charlestoncounty.org

From: Drew Walker [<mailto:dwalker@rogerslewis.com>]

Sent: Wednesday, March 14, 2018 10:39 AM

To: Martha S. Dennis <MDennis@charlestoncounty.org>; Willie Heyward <Heywarddwwighth@msn.com>; wheyward80@gmail.com; hcarey@rplfirm.com; Johanna S. Gardner <JGardner@charlestoncounty.org>; Barry Baker <bbaker@bakerlawsc.com>; Tasha Thompson <tashat@scottandcorley.com>; peteb@rplfirm.com; nskorzewski@turnerpadget.com
Cc: Laura Dukes Beck <LBeck@charlestoncounty.org>; Pamela Baker <pbaker@rogerslewis.com>
Subject: RE: Bayview v Murray-2014CP1007484

Good morning Ms. Dennis:

Thank you for touching base. I am planning to work on getting our draft finalized today and should have it to your office before the end of the week. How would your office like me to submit it (email a Microsoft Word copy; mail a hard copy, etc)?

Sincerely,
Drew

Drew Walker
Member
Rogers Lewis Jackson Mann & Quinn, LLC
1901 Main St., Suite 1200
Columbia, SC 29201
P.O. Box 11803 (29211)
803-978-2836 (direct)
www.rogerslewis.com

ROGERS LEWIS
ATTORNEYS AT LAW

From: Martha S. Dennis <MDennis@charlestoncounty.org>
Sent: Wednesday, March 14, 2018 10:34 AM
To: Drew Walker <dwalker@rogerslewis.com>; Willie Heyward <Heywarddwwighth@msn.com>; wheyward80@gmail.com; hcarey@rplfirm.com; Johanna S. Gardner <JGardner@charlestoncounty.org>; Barry Baker <bbaker@bakerlawsc.com>; Tasha Thompson <tashat@scottandcorley.com>; peteb@rplfirm.com; nskorzewski@turnerpadget.com
Cc: Laura Dukes Beck <LBeck@charlestoncounty.org>
Subject: Bayview v Murray-2014CP1007484

Dear Mr. Walker,

I hope you are well. My notes indicate our office was expecting an order in the above referenced case following the hearing held before Judge Scarborough on December 19, 2017. Please let me know if there is an update on this case.

Many Thanks,

Martha S. M. Dennis, Esq.
Charleston County Master in Equity
Judicial Law Clerk
100 Broad Street, Suite 266
Charleston, SC 29401
Ph: (843)958-5053
Fax: (843)958-5077
MDennis@charlestoncounty.org

JULIE J. ARMSTRONG
CLERK OF COURT, C.P. & G.S.
100 BROAD STREET, SUITE 108
CHARLESTON, SC 29401-2238
RETURN SERVICE REQUESTED



clerkofcourt.charlestoncounty.org

**Exhibit A to Motion
to Compel
Correction of
Deficiencies of
Record on Appeal
Filed by Appellants**

149



ANDREW BRYANT WALKER
PO BOX 11803
COLUMBIA SC 29211-1803

NOTICE OF ENTRY OF JUDGMENT/ORDER PURSUANT TO RULE 77 SCRPC

Master's Order granting partial sum judgment of foreclosure

CASE NO: 2014CP1007484

Bayview Loan Servicing LLC VS Isabelle Murray , defendant, et al

This judgment was entered on the 21st day of March, 2018, and notice mailed first class on Thursday, March 22, 2018, to all counsel of record and/or all parties entitled to receive notice.

You may view and download this document at <http://clerkofcourt.charlestoncounty.org> or obtain a copy in person at the Clerk of Court's Office during regular Charleston County business hours.

000083

Drew Walker

From: Martha S. Dennis <MDennis@charlestoncounty.org>
Sent: Tuesday, September 18, 2018 1:29 PM
To: Drew Walker; Pamela Baker; Willie Heyward; wheyward80@gmail.com; hcarey@rplfirm.com; Johanna S. Gardner; Barry Baker; Tasha Thompson; peteb@rplfirm.com; nskorzewski@turnerpadget.com; Lisa W. Snell; Kim Bickford; sean.ryan@dor.sc.gov
Cc: Laura Dukes Beck
Subject: RE: Bayview v Murray-2014CP1007484

Mr. Walker,

The order was filed in the clerks office on August 27, 2018. A scanned copy can be found online. If you have any further questions, please let me know.

Best,

Martha "Marti" Dennis, Esq.
Charleston County Master in Equity
Judicial Law Clerk
100 Broad Street, Suite 266
Charleston, SC 29401
Ph: (843)958-5053
Fax: (843)958-5077
MDennis@charlestoncounty.org

From: Drew Walker [mailto:dwalker@rogerslewis.com]
Sent: Tuesday, September 18, 2018 1:02 PM
To: Martha S. Dennis <MDennis@charlestoncounty.org>; Pamela Baker <pbaker@rogerslewis.com>; Willie Heyward <Heywarddwlgth@msn.com>; wheyward80@gmail.com; hcarey@rplfirm.com; Johanna S. Gardner <JGardner@charlestoncounty.org>; Barry Baker <bbaker@bakerlawsc.com>; Tasha Thompson <tashat@scottandcorley.com>; peteb@rplfirm.com; nskorzewski@turnerpadget.com; Lisa W. Snell <LSnell@rplfirm.com>; Kim Bickford <kbickford@rplfirm.com>; sean.ryan@dor.sc.gov
Cc: Laura Dukes Beck <LBeck@charlestoncounty.org>
Subject: RE: Bayview v Murray-2014CP1007484

CAUTION: This email originated outside of Charleston County. Do not click links or open attachments from unknown senders or suspicious emails. If you are not sure, please contact IT helpdesk.

Marti,

Good afternoon. I am following up to request an update on the below email and attachments. If you need anything else from me, please let me know.

Thanks,
Drew

Drew Walker
Member
Rogers Lewis Jackson Mann & Quinn, LLC
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Columbia, SC 29201
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803-978-2836 (direct)
www.rogerslewis.com

ROGERS LEWIS
ATTORNEYS AT LAW

From: Drew Walker
Sent: Monday, August 13, 2018 12:54 PM
To: Martha S. Dennis <MDennis@charlestoncounty.org>; Pamela Baker <pbaker@rogerslewis.com>; Willie Heyward <Heywarddwighth@msn.com>; wheward80@gmail.com; hcarey@rplfirm.com; Johanna S. Gardner <JGardner@charlestoncounty.org>; Barry Baker <bbaker@bakerlawsc.com>; Tasha Thompson <tashat@scottandcorley.com>; peteb@rplfirm.com; nskorzewski@turnerpadget.com; Lisa W. Snell <LSnell@rplfirm.com>; Kim Bickford <kbickford@rplfirm.com>; sean.ryan@dor.sc.gov
Cc: Laura Dukes Beck <LBeck@charlestoncounty.org>
Subject: RE: Bayview v Murray-2014CP1007484

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Thanks,
Drew

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Cc: Laura Dukes Beck <LBeck@charlestoncounty.org>
Subject: RE: Bayview v Murray-2014CP1007484

Dear Mr. Walker,

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Best,

Martha "Marti" Dennis, Esq.
Charleston County Master In Equity
Judicial Law Clerk
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Charleston, SC 29401
Ph: (843)958-5053
Fax: (843)958-5077
MDennis@charlestoncounty.org

From: Drew Walker [<mailto:dwalker@rogerslewis.com>]
Sent: Tuesday, July 31, 2018 11:57 AM
To: Martha S. Dennis <MDennis@charlestoncounty.org>; Pamela Baker <pbaker@rogerslewis.com>; Willie Heyward <Heywarddwighth@msn.com>; whewward80@gmail.com; hcarev@rplfirm.com; Johanna S. Gardner <JGardner@charlestoncounty.org>; Barry Baker <bbaker@bakerlawsc.com>; Tasha Thompson <tashat@scottandcorley.com>; peteb@rplfirm.com; nskorzewski@turnerpadget.com; Lisa W. Snell <LSnell@rplfirm.com>; Kim Bickford <kbickford@rplfirm.com>
Cc: Laura Dukes Beck <LBeck@charlestoncounty.org>
Subject: RE: Bayview v Murray-2014CP1007484

Dear Marti,

Please find the attached proposed Order in the referenced matter from the May 8 hearing. I emailed a copy of the proposed order to Mr. Heyward last week and did not receive any comments back. If you or Judge Scarborough have any questions, please let me know.

Sincerely,
Drew

Drew Walker
Member
Rogers Lewis Jackson Mann & Quinn, LLC
1901 Main St., Suite 1200
Columbia, SC 29201
P.O. Box 11803 (29211)
803-978-2836 (direct)
www.rogerslewis.com

ROGERS LEWIS

ATTORNEYS AT LAW

This communication is from a debt collector and this is an attempt to collect a debt. Any information obtained will be used for the purpose.

From: Martha S. Dennis <MDennis@charlestoncounty.org>
Sent: Friday, March 16, 2018 3:26 PM
To: Drew Walker <dwalker@rogerslewis.com>; Pamela Baker <pbaker@rogerslewis.com>; Willie Heyward <Heywarddwithth@msn.com>; whewward80@gmail.com; hcarey@rplfirm.com; Johanna S. Gardner <JGardner@charlestoncounty.org>; Barry Baker <bbaker@bakerlawsc.com>; Tasha Thompson <tashat@scottandcorley.com>; peteb@rplfirm.com; nskorzewski@turnerpadget.com
Cc: Laura Dukes Beck <LBeck@charlestoncounty.org>
Subject: RE: Bayview v Murray-2014CP1007484

Dear Mr. Walker,

Thank you for your response. We will provide some hearing dates for you early next week.

Sincerely,

Martha S. M. Dennis, Esq.
Charleston County Master in Equity
Judicial Law Clerk
100 Broad Street, Suite 266
Charleston, SC 29401
Ph: (843)958-5053
Fax: (843)958-5077
MDennis@charlestoncounty.org

From: Drew Walker [<mailto:dwalker@rogerslewis.com>]
Sent: Friday, March 16, 2018 3:08 PM
To: Martha S. Dennis <MDennis@charlestoncounty.org>; Pamela Baker <pbaker@rogerslewis.com>; Willie Heyward <Heywarddwithth@msn.com>; whewward80@gmail.com; hcarey@rplfirm.com; Johanna S. Gardner <JGardner@charlestoncounty.org>; Barry Baker <bbaker@bakerlawsc.com>; Tasha Thompson

<tashat@scottandcorley.com>; peteb@rplfirm.com; nskorzewski@turnerpadget.com

Cc: Laura Dukes Beck <LBeck@charlestoncounty.org>

Subject: RE: Bayview v Murray-2014CP1007484

Ms. Dennis:

My office is mailing a motion for filing today in the referenced matter, which will need to be heard prior to a final hearing. Ms. Baker can assist in scheduling a hearing date for that motion, as well as for a final hearing on the merits if necessary. If you would like to go ahead and set that motion hearing date, please let her know. We also have an outstanding motion in Case 2016-CP-1005202. If we could have both motions heard on the same date, that would be great.

Have a nice weekend.

Thanks,
Drew

Drew Walker
Member
Rogers Lewis Jackson Mann & Quinn, LLC
1901 Main St., Suite 1200
Columbia, SC 29201
P.O. Box 11803 (29211)
803-978-2836 (direct)
www.rogerslewis.com

ROGERS LEWIS
ATTORNEYS AT LAW

From: Martha S. Dennis <MDennis@charlestoncounty.org>

Sent: Friday, March 16, 2018 1:19 PM

To: Pamela Baker <pbaker@rogerslewis.com>; Drew Walker <dwalker@rogerslewis.com>; Willie Heyward <Heywarddwithh@msn.com>; wheyward80@gmail.com; hcarey@rplfirm.com; Johanna S. Gardner <JGardner@charlestoncounty.org>; Barry Baker <bbaker@bakerlawsc.com>; Tasha Thompson <tashat@scottandcorley.com>; peteb@rplfirm.com; nskorzewski@turnerpadget.com

Cc: Laura Dukes Beck <LBeck@charlestoncounty.org>

Subject: RE: Bayview v Murray-2014CP1007484

Dear Ms. Baker,

Thank you for the proposed order. I understand a future hearing is needed on the Plaintiff's claims against the remaining default Defendants. Please let me know if you would like us to go ahead and set a time.

Many Thanks,

Martha S. M. Dennis, Esq.
Charleston County Master In Equity

Judicial Law Clerk
100 Broad Street, Suite 266
Charleston, SC 29401
Ph: (843)958-5053
Fax: (843)958-5077
MDennis@charlestoncounty.org

From: Pamela Baker [<mailto:pbaker@rogerslewis.com>]
Sent: Thursday, March 15, 2018 10:09 AM
To: Martha S. Dennis <MDennis@charlestoncounty.org>; Drew Walker <dwalker@rogerslewis.com>; Willie Heyward <Heywarddwighth@msn.com>; whewward80@gmail.com; hcarey@rplfirm.com; Johanna S. Gardner <JGardner@charlestoncounty.org>; Barry Baker <bbaker@bakerlawsc.com>; Tasha Thompson <tashat@scottandcorley.com>; peteb@rplfirm.com; nskorzewski@turnerpadget.com
Cc: Laura Dukes Beck <LBeck@charlestoncounty.org>
Subject: RE: Bayview v Murray-2014CP1007484

Good morning,

Attached please find the proposed order for your review in the above referenced matter.

Should you have any questions, please contact our office.

Thank you,

Pamela Baker

Paralegal
Rogers Lewis Jackson Mann & Quinn, LLC
1901 Main Street, Suite 1200
Columbia, SC 29201
PO Box 11803
Columbia, SC 29211
(803) 978-1969 direct dial
(803) 252-3653 fax

From: Martha S. Dennis <MDennis@charlestoncounty.org>
Sent: Wednesday, March 14, 2018 11:31 AM
To: Drew Walker <dwalker@rogerslewis.com>; Willie Heyward <Heywarddwighth@msn.com>; whewward80@gmail.com; hcarey@rplfirm.com; Johanna S. Gardner <JGardner@charlestoncounty.org>; Barry Baker <bbaker@bakerlawsc.com>; Tasha Thompson <tashat@scottandcorley.com>; peteb@rplfirm.com; nskorzewski@turnerpadget.com
Cc: Laura Dukes Beck <LBeck@charlestoncounty.org>; Pamela Baker <pbaker@rogerslewis.com>
Subject: RE: Bayview v Murray-2014CP1007484

Dear Mr. Walker,

Thank you for your quick response. A word copy via email would be fine. Please let me know if I can be of assistance.

Best,

Martha S. M. Dennis, Esq.
Charleston County Master in Equity
Judicial Law Clerk
100 Broad Street, Suite 266
Charleston, SC 29401
Ph: (843)958-5053
Fax: (843)958-5077
MDennis@charlestoncounty.org

From: Drew Walker [<mailto:dwalker@rogerslewis.com>]
Sent: Wednesday, March 14, 2018 10:39 AM
To: Martha S. Dennis <MDennis@charlestoncounty.org>; Willie Heyward <Heywarddwighth@msn.com>;
whewyard80@gmail.com; hcarev@rplfirm.com; Johanna S. Gardner <JGardner@charlestoncounty.org>; Barry Baker
<bbaker@bakerlawsc.com>; Tasha Thompson <tashat@scottandcorley.com>; peteb@rplfirm.com;
nskorzewski@turnerpadget.com
Cc: Laura Dukes Beck <LBeck@charlestoncounty.org>; Pamela Baker <pbaker@rogerslewis.com>
Subject: RE: Bayview v Murray-2014CP1007484

Good morning Ms. Dennis:

Thank you for touching base. I am planning to work on getting our draft finalized today and should have it to your office before the end of the week. How would your office like me to submit it (email a Microsoft Word copy; mail a hard copy, etc)?

Sincerely,
Drew

Drew Walker
Member
Rogers Lewis Jackson Mann & Quinn, LLC
1901 Main St., Suite 1200
Columbia, SC 29201
P.O. Box 11803 (29211)
803-978-2836 (direct)
www.rogerslewis.com

ROGERS LEWIS
ATTORNEYS AT LAW

From: Martha S. Dennis <MDennis@charlestoncounty.org>
Sent: Wednesday, March 14, 2018 10:34 AM
To: Drew Walker <dwalker@rogerslewis.com>; Willie Heyward <Heywarddwighth@msn.com>;

wheward80@gmail.com; hcarey@rplfirm.com; Johanna S. Gardner <JGardner@charlestoncounty.org>; Barry Baker <bbaker@bakerlawsc.com>; Tasha Thompson <tashat@scottandcorley.com>; peteb@rplfirm.com; nskorzewski@turnerpadget.com
Cc: Laura Dukes Beck <LBeck@charlestoncounty.org>
Subject: Bayview v Murray-2014CP1007484

Dear Mr. Walker,

I hope you are well. My notes indicate our office was expecting an order in the above referenced case following the hearing held before Judge Scarborough on December 19, 2017. Please let me know if there is an update on this case.

Many Thanks,

Martha S. M. Dennis, Esq.
Charleston County Master In Equity
Judicial Law Clerk
100 Broad Street, Suite 266
Charleston, SC 29401
Ph: (843)958-5053
Fax: (843)958-5077
MDennis@charlestoncounty.org

1 elective share, but it was -- res judicata is our
2 position, that this --

3 THE COURT: Let me just say, I don't think
4 it's res judicata. One, we don't have identity of
5 parties. Okay? I understand what you're saying, but
6 that lender was not a party to that action in 2009
7 that was decided in 2011. The interest that the
8 Court made is what's of interest to me, but I'm
9 trying to figure out how it was that the Brush law
10 Firm decided to give a \$75,000 loan on the signature
11 of two of the siblings and not four of the siblings.
12 That's the question for the Court. We're going prior
13 to 2009. We're going to 2005.

14 Their allegation is at the time that the loan
15 was rendered that Isabelle Murray represented -- I
16 assume that she had 100 percent of the property.
17 That's what I'm assuming they're representing. The
18 \$10,000 question is what's raising the issue for me.
19 They had an agreement to borrow \$10,000. They
20 apparently borrowed \$10,000 because CitiFinancial is
21 being paid off.

22 MR. HEYWARD: That is correct.

23 THE COURT: So that's done. At a minimum
24 there's an equitable -- they have an argument for an
25 equitable lien as to the \$10,000 without a doubt.

1 THE COURT: Aye. Aye. Aye.

2 MR. WALKER: And the mortgage that Mr. Brush's
3 office presented with their derivation points to this
4 deed.

5 THE COURT: So that was the basis for it?

6 MR. WALKER: I believe so. Here, I've got a
7 copy.

8 MR. HEYWARD: Thanks.

9 MR. WALKER: Your Honor, that has to be the
10 basis and maybe the quiet title action came out of
11 that, but again, we weren't parties to it and our
12 predecessors weren't parties to it.

13 MR. HEYWARD: And this deed and all these
14 issues, including the closing statement, are exhibits
15 in that prior action and were a part of the finding
16 in their prior action. I think the Court decided,
17 after hearing from all parties, that the Murray
18 brothers would maintain their 6.25 percent interest
19 and Isabelle then would have 81.whatever and give
20 them the right, meaning Bernard and Roland, to
21 purchase their interest for 55,000. That was a part
22 of the prior issue in this exhibit.

23 THE COURT: I think therein lies our problem.
24 I think you just hit the nail on the head.

25 MR. WALKER: Your Honor, there is a Probate

1 share with money and shares from their father's
2 estate would go to the wife. Then they would -- I'm
3 sorry -- the interest in that house would then be
4 divided between Isabelle and her brothers.

5 THE COURT: Where is that agreement? That's
6 what I'm looking for.

7 MR. HEYWARD: That agreement was never put in
8 writing.

9 THE COURT: Well, there's the answer to the
10 question right there. Wait a minute. That's the
11 answer to the question.

12 MR. HEYWARD: That agreement was never put in
13 writing.

14 THE COURT: It wasn't put in writing until
15 this Court issued its order in 2011, right, trying to
16 rectify the situation from where it was before?

17 MR. HEYWARD: And that is correct. It was
18 never put in writing. The Deed of Distribution
19 was -- they got another lawyer besides Joseph Condon.
20 She went to another lawyer and had this Deed of
21 Distribution prepared without any notice to the other
22 parties. All this was litigated without notice to
23 the other parties she deeded it to herself with this
24 100 percent interest and went and got this loan.

25 THE COURT: Well, that puts them in the

1 position of a BFP. They're not a purchaser but
2 they're a lender. They're entitled to rely on the
3 record. Joseph Condon was the attorney who signed
4 off on this deed by the way. That was on January 13,
5 2004. That's what happened. That explains the
6 title. At the time that the mortgage was taken out,
7 the title was in the name of Isabelle Murray, so she
8 had the legal right to mortgage the property, and
9 that would have been in 2005 when that mortgage was
10 taken out.

11 So despite the Court's finding in 2011, when
12 this fight was going on -- my recollection was the
13 fight was over money. It was over money. They took
14 out -- they agreed to -- apparently they agreed to a
15 \$10,000 loan, and she took out a \$75,000 loan.

16 MR. HEYWARD: That is correct.

17 THE COURT: That makes all the sense in the
18 world to me, but what the lender is entitled to rely
19 upon is the record at the time that the loan is made.
20 What we did in 2009 was to go back after the fact and
21 find that the title should have been other than what
22 the title was at the time that the loan was taken
23 out. Therein lies the problem. Okay? There may or
24 may not have been quit claim deeds. I'm not seeing
25 them.

EXHIBIT

2

To March 2018 MSJ

ROGERS LEWIS

ATTORNEYS AT LAW

Drew Walker, Esq. - Member
Direct: (803) 978-2836
dwalker@rogerslewis.com

December 21, 2017

Bernard Murray
833 5th Avenue
Charleston, SC 29407

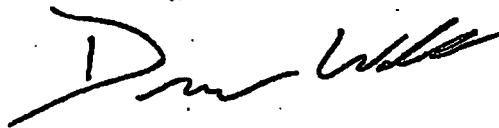
RE: Bayview Loan Servicing, LLC, a Delaware Limited Liability Company, LLC v. Isabelle
Murray et al.
Civil Action No.: 2014-CP-10-07484

Dear Mr. Murray:

I enclose and hereby serve upon you Plaintiff Bayview Loan Servicing, LLC, a Delaware Limited Liability Company's First Requests for Admission to Defendant Bernard Murray in the above referenced matter.

Please contact our office with any questions.

Sincerely,



Drew B. Walker

DBW/pdb

Enclosure

cc: Barry I. Baker, Esq.
Johanna S. Gardner, Esq.
Sean G. Ryan, Esq.
Peter M. Balthazor, Esq.
Willie Heyward, Esq.

1901 Main Street, Suite 1200, Columbia, SC 29201 • P.O. Box 11803 (29211)
Office: (803) 256-1268 • Fax: (803) 252-3653 • www.rogerslewis.com

000097

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

CIVIL ACTION No: 2014-CP-10-07484

Bayview Loan Servicing, LLC, a
Delaware Limited Liability Company,

Plaintiff,

v.

Isabelle Murray, William Murray, Bernard
Murray, Roland Murray, County of
Charleston, and South Carolina
Department of Revenue,

Defendants

**PLAINTIFF BAYVIEW LOAN SERVICING,
LLC, A DELAWARE LIMITED LIABILITY
COMPANY'S FIRST REQUESTS FOR
ADMISSION TO BERNARD MURRAY**

TO: DEFENDANT BERNARD MURRAY:

Pursuant to Rule 36 of the South Carolina Rules of Civil Procedure, Plaintiff Bayview Loan Servicing, LLC, a Delaware Limited Liability Company ("Plaintiff") requests the following admissions to be admitted or denied under oath within thirty (30) days after service of these requests.

INSTRUCTIONS

If You object to the following requested admissions, state and explain the reasons therefore in full. Your answer must specifically deny the matter or set forth in detail the reasons why You cannot truthfully admit or deny the matters. A denial must fairly meet the substance of the requested admission, and when good faith requires that You qualify Your answer or deny only part of the matter of which an admission is requested, You must specify so much of it as is true and qualify the remainder. You may not give lack of information or knowledge as a reason for failure to admit or deny unless You state that You have made a reasonable inquiry and that the information known or readily obtainable by You is insufficient to enable You to admit or deny. Further, if You fail to admit any of the requests for admission, Defendant may move the court to determine the sufficiency of Your denial or objections and for an order requiring You to pay Plaintiff's reasonable expenses incurred in proving such, including reasonable attorney's fees, as provided in Rule 37(e) of the South Carolina Rules of Civil Procedure.

DEFINITIONS

- A. "You" means "Bernard Murray" individually.
- B. "Subject Property" means that real property commonly known as 833 5th Avenue, Charleston, SC 29407.

C. "Subject Loan" means that certain note and mortgage as referenced in Paragraphs 4 and 5 of the Complaint.

REQUESTS FOR ADMISSION

1. Admit You conveyed by deed your interest in the Subject Property to Isabelle Murray in order for her to obtain the Subject Loan.
2. Admit You conveyed by deed your interest in the Subject Property to Isabelle Murray on or prior to November 25, 2005.



Drew B. Walker (SC Bar No. 78271)
Rogers Lewis Jackson Mann & Quinn, LLC
1901 Main Street, Suite 1200 (29201)
PO Box 11803
Columbia, SC 29211
P: 803-978-2836
F: 803-252-3653
dwalker@rogerlewis.com
Attorney for Plaintiff

12/21, 2017
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Bayview Loan Servicing, LLC, a
Delaware Limited Liability Company,

Plaintiff,

v.

Isabelle Murray, William Murray,
Bernard Murray, Roland Murray, County
of Charleston, and South Carolina
Department of Revenue,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO: 2014-CP-10-07484

CERTIFICATE OF SERVICE

The undersigned, of the law office of Rogers Lewis Jackson Mann & Quinn, LLC, does certify that on January 5th, 2018, she did cause to have served by U.S. Postal Service, regular mail with postage prepaid and return address clearly indicated, copies of the **PLAINTIFF BAYVIEW LOAN SERVICING, LLC, A DELAWARE LIMITED LIABILITY COMPANY'S FIRST REQUESTS FOR ADMISSION TO BERNARD MURRAY** to the following:

Bernard Murray 833 5 th Avenue Charleston, SC 29407 <i>Pro Se Defendant</i>	Barry I. Baker, Esq. PO Box 31265 Charleston, SC 29407 <i>Attorney for Defendant Isabelle Murray</i>
Johanna S. Gardner, Esq. 4045 Bridge View Drive, Suite B2332 North Charleston, SC 29405	Sean G. Ryan, Esq. PO Box 12265 Columbia, SC 29211
Willie Bruce Heyward, Esq. 27 Gamecock Avenue Charleston, SC 29407	



Pamela Baker - Paralegal
Rogers Lewis Jackson Mann & Quinn, LLC

ROGERS LEWIS

ATTORNEYS AT LAW

Drew Walker, Esq. - Member
Direct: (803) 978-2836
dwalker@rogerslewis.com

December 21, 2017

Roland Murray
833 5th Avenue
Charleston, SC 29407

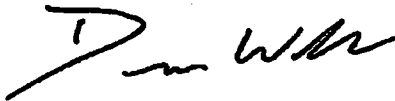
RE: Bayview Loan Servicing, LLC, a Delaware Limited Liability Company, LLC v. Isabelle
Murray et al.
Civil Action No.: 2014-CP-10-07484

Dear Mr. Murray:

I enclose and hereby serve upon you Plaintiff Bayview Loan Servicing, LLC, a Delaware Limited Liability Company's First Requests for Admission to Defendant Roland Murray in the above referenced matter.

Please contact our office with any questions.

Sincerely,



Drew B. Walker

DBW/pdb

Enclosure

cc: Barry I. Baker, Esq.
Johanna S. Gardner, Esq.
Sean G. Ryan, Esq.
Peter M. Balthazor, Esq.
Willie Hayward, Esq.

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

CIVIL ACTION No: 2014-CP-10-07484

Bayview Loan Servicing, LLC, a
Delaware Limited Liability Company,

Plaintiff,

v.

Isabelle Murray, William Murray, Bernard
Murray, Roland Murray, County of
Charleston, and South Carolina
Department of Revenue,

Defendants

**PLAINTIFF BAYVIEW LOAN SERVICING,
LLC, A DELAWARE LIMITED LIABILITY
COMPANY'S FIRST REQUESTS FOR
ADMISSION TO ROLAND MURRAY**

TO: DEFENDANT ROLAND MURRAY:

Pursuant to Rule 36 of the South Carolina Rules of Civil Procedure, Plaintiff Bayview Loan Servicing, LLC, a Delaware Limited Liability Company ("Plaintiff") requests the following admissions to be admitted or denied under oath within thirty (30) days after service of these requests.

INSTRUCTIONS

If You object to the following requested admissions, state and explain the reasons therefore in full. Your answer must specifically deny the matter or set forth in detail the reasons why You cannot truthfully admit or deny the matters. A denial must fairly meet the substance of the requested admission, and when good faith requires that You qualify Your answer or deny only part of the matter of which an admission is requested, You must specify so much of it as is true and qualify the remainder. You may not give lack of information or knowledge as a reason for failure to admit or deny unless You state that You have made a reasonable inquiry and that the information known or readily obtainable by You is insufficient to enable You to admit or deny. Further, if You fail to admit any of the requests for admission, Defendant may move the court to determine the sufficiency of Your denial or objections and for an order requiring You to pay Plaintiff's reasonable expenses incurred in proving such, including reasonable attorney's fees, as provided in Rule 37(e) of the South Carolina Rules of Civil Procedure.

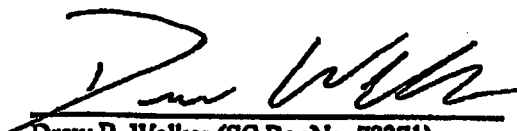
DEFINITIONS

- A. "You" means "Roland Murray" individually.
- B. "Subject Property" means that real property commonly known as 833 5th Avenue, Charleston, SC 29407.

C. "Subject Loan" means that certain note and mortgage as referenced in Paragraphs 4 and 5 of the Complaint.

REQUESTS FOR ADMISSION

1. Admit You conveyed by deed your interest in the Subject Property to Isabelle Murray in order for her to obtain the Subject Loan.
2. Admit You conveyed by deed your interest in the Subject Property to Isabelle Murray on or prior to November 25, 2005.



Drew B. Walker (SC Bar No. 78271)
Rogers Lewis Jackson Mann & Quinn, LLC
1901 Main Street, Suite 1200 (29201)
PO Box 11803
Columbia, SC 29211
P: 803-978-2836
F: 803-252-3653
dwalker@rogerlewis.com
Attorney for Plaintiff

12/21, 2017
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Bayview Loan Servicing, LLC, a
Delaware Limited Liability Company,

Plaintiff,

v.

Isabelle Murray, William Murray,
Bernard Murray, Roland Murray, County
of Charleston, and South Carolina
Department of Revenue,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO: 2014-CP-10-07484

CERTIFICATE OF SERVICE

The undersigned, of the law office of Rogers Lewis Jackson Mann & Quinn, LLC, does certify that on January 31, 2018, she did cause to have served by U.S. Postal Service, regular mail with postage prepaid and return address clearly indicated, copies of the **PLAINTIFF BAYVIEW LOAN SERVICING, LLC, A DELAWARE LIMITED LIABILITY COMPANY'S FIRST REQUESTS FOR ADMISSION TO ROLAND MURRAY** to the following:

Roland Murray 833 5th Avenue Charleston, SC 29407 <i>Pro Se Defendant</i>	Barry I. Baker, Esq. PO Box 31265 Charleston, SC 29407 <i>Attorney for Defendant Isabelle Murray</i>
Johanna S. Gardner, Esq. 4045 Bridge View Drive, Suite B2332 North Charleston, SC 29405	Sean G. Ryan, Esq. PO Box 12265 Columbia, SC 29211
Willie Bruce Heyward, Esq. 27 Gamecock Avenue Charleston, SC 29407	

Pamela Baker

Pamela Baker - Paralegal
Rogers Lewis Jackson Mann & Quinn, LLC

ROGERS LEWIS

ATTORNEYS AT LAW

Pamela Baker - Paralegal
pbaker@rogerslewis.com

January 15, 2018

Roland Murray
PO Box 30763
Charleston, SC 29417

RE: Bayview Loan Servicing, LLC, a Delaware Limited Liability Company, LLC v. Isabelle
Murray et al.
Civil Action No.: 2014-CP-10-07484

Dear Mr. Murray:

I enclose and hereby serve upon you Plaintiff Bayview Loan Servicing, LLC, a Delaware Limited Liability Company's First Requests for Admission to Defendant Roland Murray in the above referenced matter.

Please contact our office with any questions.

Sincerely,



Pamela Baker
Paralegal for Drew B. Walker

DBW/pdb

Enclosure

cc: Barry I. Baker, Esq.
Johanna S. Gardner, Esq.
Sean G. Ryan, Esq.
Peter M. Balthazor, Esq.

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

CIVIL ACTION No: 2014-CP-10-07484

Bayview Loan Servicing, LLC, a
Delaware Limited Liability Company,

Plaintiff,

v.

Isabelle Murray, William Murray, Bernard
Murray, Roland Murray, County of
Charleston, and South Carolina
Department of Revenue,

Defendants

**PLAINTIFF BAYVIEW LOAN SERVICING,
LLC, A DELAWARE LIMITED LIABILITY
COMPANY'S FIRST REQUESTS FOR
ADMISSION TO ROLAND MURRAY**

TO: DEFENDANT ROLAND MURRAY:

Pursuant to Rule 36 of the South Carolina Rules of Civil Procedure, Plaintiff Bayview Loan Servicing, LLC, a Delaware Limited Liability Company ("Plaintiff") requests the following admissions to be admitted or denied under oath within thirty (30) days after service of these requests.

INSTRUCTIONS

If You object to the following requested admissions, state and explain the reasons therefore in full. Your answer must specifically deny the matter or set forth in detail the reasons why You cannot truthfully admit or deny the matters. A denial must fairly meet the substance of the requested admission, and when good faith requires that You qualify Your answer or deny only part of the matter of which an admission is requested, You must specify so much of it as is true and qualify the remainder. You may not give lack of information or knowledge as a reason for failure to admit or deny unless You state that You have made a reasonable inquiry and that the information known or readily obtainable by You is insufficient to enable You to admit or deny. Further, if You fail to admit any of the requests for admission, Defendant may move the court to determine the sufficiency of Your denial or objections and for an order requiring You to pay Plaintiff's reasonable expenses incurred in proving such, including reasonable attorney's fees, as provided in Rule 37(c) of the South Carolina Rules of Civil Procedure.

DEFINITIONS

- A. "You" means "Roland Murray" individually.
- B. "Subject Property" means that real property commonly known as 833 5th Avenue, Charleston, SC 29407.

C. "Subject Loan" means that certain note and mortgage as referenced in Paragraphs 4 and 5 of the Complaint.

REQUESTS FOR ADMISSION

1. Admit You conveyed by deed your interest in the Subject Property to Isabelle Murray in order for her to obtain the Subject Loan.
2. Admit You conveyed by deed your interest in the Subject Property to Isabelle Murray on or prior to November 25, 2005.



Drew B. Walker (SC Bar No. 78271)
Rogers Lewis Jackson Mann & Quinn, LLC
1901 Main Street, Suite 1200 (29201)
PO Box 11803
Columbia, SC 29211
P: 803-978-2836
F: 803-252-3653
dwalker@rogerlewis.com
Attorney for Plaintiff

12/21, 2017
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Bayview Loan Servicing, LLC, a
Delaware Limited Liability Company,

Plaintiff,

v.

Isabelle Murray, William Murray,
Bernard Murray, Roland Murray, County
of Charleston, and South Carolina
Department of Revenue,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO: 2014-CP-10-07484

CERTIFICATE OF SERVICE

The undersigned, of the law office of Rogers Lewis Jackson Mann & Quinn, LLC, does certify that on January 15th, 2018, she did cause to have served by U.S. Postal Service, regular mail with postage prepaid and return address clearly indicated, copies of the **PLAINTIFF BAYVIEW LOAN SERVICING, LLC, A DELAWARE LIMITED LIABILITY COMPANY'S FIRST REQUESTS FOR ADMISSION TO ROLAND MURRAY** to the following:

Roland Murray PO Box 30763 Charleston, SC 29417 <i>Pro Se Defendant</i>	Barry I. Baker, Esq. PO Box 31265 Charleston, SC 29407 <i>Attorney for Defendant Isabelle Murray</i>
Johanna S. Gardner, Esq. 4045 Bridge View Drive, Suite B2332 North Charleston, SC 29405	Sean G. Ryan, Esq. PO Box 12265 Columbia, SC 29211
Willie Bruce Heyward, Esq. 27 Gamecock Avenue Charleston, SC 29407	



Pamela Baker - Paralegal
Rogers Lewis Jackson Mann & Quinn, LLC

EXHIBIT

3

To March 2018 MSJ

Heirs' Property Law Firm, LLC

**27 Gamecock Avenue Suite 200 Charleston, SC 29407
Phone 843.225.8754/843.568.4679 Fax 843.225.8765**

February 14, 2018

**Drew Walker, Esquire
Rogers Lewis
Attorneys At Law
1901 Main Street, Suite 1200
Columbia, S. C. 29201**

**Re: Bayview Loan Servicing, LLC, a Limited
Liability Company, LLC vs. Isabelle Murray, et. al.
Case No: 2011-10-07484**

Dear Attorney Walker:

Please find enclosed the response of the Defendant, Bernard Murray, to your request for admission dated January 15, 2018, in regards to the above referenced matter.

If you have any questions, please contact this office at (843) 225-8754.

Thank you for your kind attention to this matter.

Sincerely,


**Attorney Willie B. Heyward
Heirs Property Law Firm, LLC
27 Gamecock Avenue, Suite 200
Charleston, SC 29407
(843) 225-8754
wheyward80@gmail.com
Attorney for Bernard Murray**

Enclosure as stated

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

ISABELLE MURRAY

Plaintiff

VS.

ROLAND MURRAY, BERNARD MURRAY
and WILLIAM MURRAY, and STATE OF
SOUTH CAROLINA DEPARTMENT OF
REVENUE,

Defendants

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

CASE NO.: 2014-CP-10-07484

**DEFENDANT BERNARD MURRAY'S
RESPONSE TO PLAINTIFF'S REQUEST
FOR ADMISSION**

TO PLAINTIFFS ABOVE NAMED:

**DEFENDANT BERNARD MURRAY'S RESPONSE TO PLAINTIFF'S REQUEST
FOR ADMISSION.**

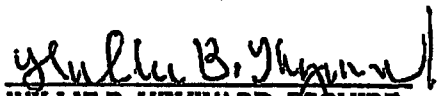
REQUEST FOR ADMISSION

1. Admit You conveyed by deed your interest in the Subject Property to Isabelle Murray in order for her to obtain the Subject Loan

Answer: No

Defendant, Bernard Murray, agreed to allow Isabelle Murray to get a loan in the amount of Ten Thousand (\$10,000.00) Dollars to satisfy an elective share claim by the surviving spouse of his father James Murray in regards to the probate administration of his estate.

Charleston, South Carolina
Dated: February 14, 2018


WILLIE B. HEYWARD, ESQUIRE

27 Gamecock Ave, Suite 200
Charleston, South Carolina 29407
(843) 225-8754

ATTORNEY FOR BERNARD MURRAY

Heirs' Property Law Firm, LLC

27 Gamecock Avenue Suite 200 Charleston, SC 29407
Phone 843.225.8754/843.568.4679 Fax 843.225.8765

February 22, 2018

Drew Walker, Esquire
Rogers Lewis
Attorneys At Law
1901 Main Street, Suite 1200
Columbia, S. C. 29201

Re: Bayview Loan Servicing, LLC, a Limited
Liability Company, LLC vs. Isabelle Murray, et. al.
Case No: 2014-10-07484

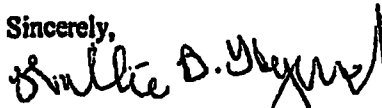
Dear Attorney Walker:

Please find enclosed the response of the Defendant, Roland Murray, to your request for admission dated January 15, 2018, in regards to the above referenced matter.

If you have any questions, please contact this office at (843) 225-8754.

Thank you for you kind attention to this matter.

Sincerely,



Attorney Willie B. Heyward
Heirs Property Law Firm, LLC
27 Gamecock Avenue, Suite 200
Charleston, SC 29407
(843) 225-8754
wheyward80@gmail.com
Attorney for Roland Murray

Enclosure as stated

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

ISABELLE MURRAY

Plaintiff

VS.

ROLAND MURRAY, BERNARD MURRAY
and WILLIAM MURRAY, and STATE OF
SOUTH CAROLINA DEPARTMENT OF
REVENUE,

Defendants

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

CASE NO.: 2014-CP-10-07484

**DEFENDANT ROLAND MURRAY'S
RESPONSE TO PLAINTIFF'S REQUEST
FOR ADMISSION**

TO PLAINTIFFS ABOVE NAMED:

**DEFENDANT ROLAND MURRAY'S RESPONSE TO PLAINTIFF'S REQUEST
FOR ADMISSION.**

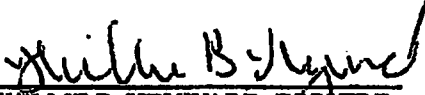
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Charleston, South Carolina
Dated: February 22, 2018


WILLIE B. HEYWARD, ESQUIRE
27 Gamecock Ave, Suite 200
Charleston, South Carolina 29407
(843) 225-8754
ATTORNEY FOR ROLAND MURRAY

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

ISABELLE MURRAY

VS.

ROLAND MURRAY, BERNARD MURRAY
and WILLIAM MURRAY, and STATE OF
SOUTH CAROLINA DEPARTMENT OF
REVENUE,

Plaintiff

Defendants

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

CASE NO.: 2014-CP-10-07484

NOTICE OF REPRESENTATION

TO: THE PARTIES ABOVE-NAMED:

Please be advised that the undersigned attorney represents the interests of the Defendant

ROLAND MURRAY in regards to the above-referenced action action.

Dated this ____ day of February 2018, at Charleston, South Carolina.

Willie B. Heyward
WILLIE B. HEYWARD, ESQUIRE
27 Gamecock Ave, Suite 200
Charleston, South Carolina 29407
(843) 225-8754

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Bayview Loan Servicing, LLC, a
Delaware Limited Liability Company,

Plaintiff,

v.

Isabelle Murray, William Murray,
Bernard Murray, Roland Murray, County
of Charleston, and South Carolina
Department of Revenue,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO: 2014-CP-10-07484

CERTIFICATE OF SERVICE

FILED
2018 MAR 22 PM 1:32
JULIE J. ALMSTEDT
CLERK OF COURT
BY

The undersigned, of the law office of Rogers Lewis Jackson Mann & Quinn, LLC, does certify that on March 19th, 2018, she did cause to have served by U.S. Postal Service, regular mail with postage prepaid and return address clearly indicated, copies of the PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PARTIAL SUMMARY JUDGMENT to the following:

Willie Bruce Heyward, Esq. 27 Gamecock Avenue Charleston, SC 29407 <i>Attorney for Defendants Bernard Murray and Roland Murray</i>	Barry I. Baker, Esq. PO Box 31265 Charleston, SC 29407 <i>Attorney for Defendant Isabelle Murray</i>
Johanna S. Gardner, Esq. 4045 Bridge View Drive, Suite B2332 North Charleston, SC 29405	Sean G. Ryan, Esq. PO Box 12265 Columbia, SC 29211

Pamela Baker

Pamela Baker - Paralegal
Rogers Lewis Jackson Mann & Quinn, LLC

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Honorable Mikell R. Scarborough
Master in Equity

Case No.: 2014-CP-10-07484
Appellate Case No.: 2018-002228

RECEIVED
JAN 10 2020
SC Court of Appeals

Bayview Loan Servicing, LLC, a Delaware Limited Liability Company, Respondent

v.

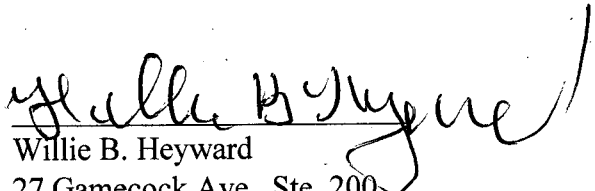
Isabell Murray, William Murray, Bernard Murray, Roland Murray, County of Charleston
and the South Carolina Department of Revenue, Defendants,

Of Whom Bernard Murray and Roland Murray are the Appellants

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record On Appeal contains all material proposed to be included by the parties and not any other materials under Rule 210, SCACR.

January 7, 2019


Willie B. Heyward
27 Gamecock Ave., Ste. 200
Charleston, SC 29407
(843) 225-8754
Attorney for Appellants
SC Bar No.11063