

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Joseph M. Strickland, Master-in Equity

Case No. 2012-CP-40-06579

RECEIVED
Sep 04 2020
SC Court of Appeals

Wilmington Savings Fund Society,
FSB, as Trustee of Upload Mortgage
Loan Trust A,

Respondent,

vs.

The Personal Representatives, if any, whose names
are unknown, of the Estates of Frank Lucas aka
Frank M. Lucas; Carole S. Lucas aka Carole Sunny Goodson-
Lucas,

Appellants.

**EMERGENCY
PETITION FOR WRIT OF SUPERSEDEAS**

NOW COMES TERI LUCAS, as the Personal Representative for the Estate of Frank
Lucas and THE ESTATE OF CAROLE S. LUCAS¹, by and through the undersigned attorney,
pursuant to Rule 241, SCACR, petitioning the court for writ of supersedeas to prevent the

¹Teri Lucas is the appointed personal representative only for the Estate of Frank Lucas. The Estate of Carole s. Lucas was a Defendant in the lower court action and the said estate is a party to this action as an appellant separate from the Estate of Frank Lucas.

Master-in-Equity for the County of Richland, State of South Carolina from selling the homestead on September 8, 2020. The homestead is the subject of a Judgment of Foreclosure entered by the said master-in-equity on June 18, 2020. Appellants filed a Motion to Set Aside the Judgment of Foreclosure [hereinafter “Motion to Set Aside Judgment”] on August 24, 2020, and the Master-in-Equity denied the Motion on September 01, 2020, without a hearing and by written order. Appellants received written order denying the Motion to Set Aside Judgment on September 03, 2020, and an appeal challenging this order is being filed contemporaneously, but before, with this Petition.

The undersigned counsel captioned this case as an emergency because the sale is scheduled for September 8, 2020, and he has been informed by the Master-in-Equity’s staff that the said Master-in-Equity will not be available until the day of the sale, in that Monday, September 7, 2020 is a national holiday.

FACTUAL AND PROCEDURAL BACKGROUND:

This foreclosure action was commenced on October 2, 2012 by Household Finance Corporation II [“Household Finance”] against Frank Lucas a/k/a Frank M. Lucas and Carole Sunny Lucas et. al. Mr. Frank M. Lucas died on December 16, 2012. Carole Lucas died on April 04, 2017. Carole Lucas was represented by counsel during her lifetime, and her counsel was defending the action on her behalf during her lifetime, and she filed an Answer and Counterclaims on October 25, 2012. Before her death, counsel for Carole Lucas had negotiated and reached an agreement to resolve all issues pertaining to the foreclosure litigation. *See, Exhibit G to this Petition*², *Motion to Dismiss Counterclaims of Carole Lucas, page 1* [Plaintiff’s counsel stated the following in the foregoing Motion to Dismiss: “After the close of pleadings,

²All references to exhibits are referring to the exhibits attached to this Petition, unless otherwise stated.

the parties engages [sic] in written discovery and in 2014 agreed in principal upon terms to resolve all claims and counterclaims in this action.”

The Plaintiff’s Motion to Dismiss Carole Lucas’ counterclaims was filed on October 24, 2018. By order dated February 26, 2019, the Honorable L. Casey Manning entered a written order dismissing Carole Lucas’ counterclaims, but the order did not dismiss Carole Lucas from the case nor did the order substitute a party for Carole Lucas. Judge Manning granted the Motion to Dismiss because no one moved to substitute a party for Carole Lucas who passed on April 4, 2017. Specifically Judge Manning’s order stated the following: “WHEREFORE, Ms. Lucas’ counterclaims are hereby dismissed with prejudice. Household is permitted to proceed with its claims to reform the deed and foreclose the mortgage.” *See, Exhibit H, page 2.* From the recitals in Judge Manning’s order, only Plaintiff Household’s attorneys appeared at the hearing.

After Carole Lucas’s counterclaims were dismissed, the parties in the litigations were drastically changed. On April 11, 2019, Plaintiff filed an Amended Summons and Amended Complaint. *See, Exhibit B.* The Amended Summons and Complaint removed Household as the Plaintiff and added Wilmington Savings Fund Society, FSB, as Trustee of Upload Mortgage Loan Trust A as the Plaintiff.³ *Id.* The Amended Summons and Complaint also deleted Frank and Carole Lucas as defendants and added listed their estates as follows: “The Personal Representatives, if any, whose names are unknown, of the Estates of Frank Lucas aka Frank M. Lucas; Carole S. Lucas aka Carole Sunny Goodson- Lucas.” *Id.* Of critical importance, the Estates of Frank Lucas and Carole Lucas were never served the Amended Summons and Complaint. At the time the Amended Summons and Complaint were filed, no personal representatives had been appointed for the estates. Teri Lucas was appointed as the personal

³It cannot be determined from the Public Index why the Appellant in this action was allowed to replace the original Plaintiff (Household). There is no Motion to Amend or Order allowing an amendment. For this Petition, Appellants are not relying upon this issue. However, Appellants reserve the right to raise this issue on appeal.

representative for Frank Lucas' intestate estate by the Richland County Probate Court in the year 2020, in case number 2020-ES-40-0093. As of today, no personal representative has been appointed for the Estate of Carole Lucas, a named defendant in the litigation. Although the Plaintiff filed a Motion and Affidavit of Diligent Search and Inquiry two other heirs who were named Defendants, the Estates of Frank and Carole Lucas were never subject to an order of publication for the Amended Summons and Complaint. *See, Exhibits C, D, E, F.*

On May 16, 2019, Attorney Kelly Y. Woody ["Attorney Woody"]⁴ was selected and appointed to represent the "John Does" and "Richard Roes", in the amended action. *See, Exhibit P.* On June 04, 2019, Attorney Woody filed an Answer and Consent to reference as "Appointed Guardian ad Litem for any Unknown Defendants Who May be Minors or Under Legal Disability and Appointed Attorney for any Unknown Defendants who May be in the Military Service of the United States of America (Unknown Defendants) does hereby answer the Amended Complaint [.]” *Exhibit Q, page 1.* There is no indication in the record to suggest that Woody filed the Answer on behalf of the Estates. Although the Order appointing Attorney Woody uses the word "unknowns" and authorizes service of publication for the "unknown" defendants, there are no affidavits of due diligent search for the Defendant Estates.⁵ There are due diligent affidavits for only for Defendants Goodson and Crawford. *See, Exhibits D and E.* Attorney Woody filed the Answer to the Amended Complaint just twelve days before the final hearing. The Final Merits Hearing in this case occurred on June 16, 2020. Attorney Woody was served a Notice of

⁴A casual search of the internet and the public index shows that the Plaintiff's law firm recruits Attorney Woody quite often to serve as the GAL for unknown defendants in foreclosure cases. *See, e.g.,* cases 2020-CP-40-02614; 2019-CP-40-01561; etc. This fact is stated because for some unknown reason, Attorney Woody did not appear at the final hearing after receiving notice of the hearing and after she filed a general denial answer. Movants questions whether Attorney Woody can be an independent, zealous advocate given her symbiotic business relations with Plaintiff's law firm, and Movants research the right to raise the issue of "collusion" at the hearing of this Motion.

⁵The Order of foreclosure finds that Woody was appointed for all unknowns. *See, Exhibit K.*

Hearing via ECF on June 3, 2020. However, she did not appear at the Final Merits Hearing on June 16, 2020.

The two-page Record of Hearing that Plaintiff's Counsel filed in this matter on April 16, 2020. *Exhibit J*. The Record of Hearing was filed on the same day of the hearing, just three hours after the hearing allegedly started. Although the Unknown Defendants were not in Default, the Plaintiff proceeded as if they were, and the Plaintiff did not call a single witness to testify. According to the Record of Hearing, the Plaintiff called the Court's attention to the Promissory Note and Mortgage and Assignment (Note: no assignment is in the public index). However, Plaintiff counsel did not admit these documents and no foundation was laid for their admission.⁶

Plaintiff offered no evidence to establish that the Plaintiff had standing in the foreclosure. The Record of Hearing mentions an assignment as attached to the pleadings, but no such assignment was attached. Even though Plaintiff Wilmington Savings magically showed up in action as a Plaintiff after the case had been pending for almost seven years, Plaintiff's counsel did not offer evidence to show that this "mysterious" Plaintiff had the right to bring the foreclosure action, and the Record of Hearing is completely silent on this issue. The GAL, Attorney Woody, did not appear at the hearing to perform her fiduciary obligation to defend the action for the unknown defendants. However, the Judgment of Foreclosure indicates her appearance in the order, even though the Record of Hearing indicates that she was not present. *See, Exhibits J and K*. According to the Record of the Hearing, Defendant James C. Crawford III was in default. But the records show that the Plaintiff served Defendant Crawford by publication in a tiny newspaper

⁶The Record of Hearing states that the Mortgage and Promissory Note were attached to the pleadings. This was true for the original complaint. However, the Court proceeded on the Amended Complaint. The public index does not show that the critical documents (note and mortgage) as attached. These documents were not admitted at the hearing.

in South Carolina called the Columbia Star, even when Plaintiff's counsel knew that Defendant Crawford had a Putnam Valley, New York Address [publication must be made in a newspaper "likely to give notice to the person to be served." *See, S.C. Code § 15-9-740*]. *See, Exhibit E*.

THE GROUNDS FOR THE PETITION:

Appellants assert the following grounds⁷ for the Petition:

1. The Master-in-Equity denied Appellants' due process rights by summarily dismissing their Motion to Set Aside the Judgment of Foreclosure.
2. The Judgment of Foreclosure is void as matter of law because the Master-in-Equity did not have personal jurisdiction over the Estates of Frank Lucas and Carole Lucas.

LEGAL ARGUMENTS:

A. THE PETITION SHOULD BE GRANTED BECAUSE JUDGE STRICKLAND DENIED APPELLANTS' RIGHTS PROTECTED BY RULE OF LAW AND BECAUSE HE DENIED APPELLANTS' DUE PROCESS RIGHTS BY SUMMARILY DISMISSING THE APPELLANTS' MOTION TO SET ASIDE THE JUDGMENT OF FORECLOSURE.

Teri Lucas, the Personal Representative of the Estate of Frank Lucas and the "Estate of Carole Lucas filed a Notice of Motion and Motion to Set Aside the Order of Judgment of Foreclosure Sale that was entered in this matter by the Master-in-Equity. *See, Exhibit M*. The Motion to Set Aside the Order of Judgment was filed and served on the attorneys of record and the Master-in-Equity on August 24, 2020. On September 1, 2020, Judge Strickland, the Richland County Master-in-Equity, issued an order, without any findings of fact or conclusions of law, denying the Appellants' Motion to Set Aside the Judgment. Judge Strickland issued the order denying the Appellants' Motion to Set Aside the Judgment without hold a hearing and

⁷Several issues will be raised on appeal. This Petition contains only those issues Appellants desire to use in support of this Petition.

without holding a or hearing from the parties.* “The decision whether to set aside an entry of default or a default judgment lies solely within the sound discretion of the trial judge.” *Roberson v. S. Fin. of S.C., Inc.*, 365 S.C. 6, 9, 615 S.E.2d 112, 114 (2005) (citing *Thompson v. Hammond*, 299 S.C. 116, 119, 382 S.E.2d 900, 902–03 (1989)). “The trial court’s decision will not be disturbed on appeal absent a clear showing of an abuse of that discretion.” *Id.* (citing *Mitchell Supply Co., Inc. v. Gaffney*, 297 S.C. 160, 163, 375 S.E.2d 321, 323 (Ct.App.1988)). “ However, there absolutely no giving Judge Strickland the discretion as to whether to hold a hearing on a Rule 60 Motion. To the contrary, our controlling rules of civil procedures and federal constitutional principle of due process required Judge Strickland to schedule the matter for hearing.

First, a hearing was required under Rule 6(d), SCRPC, required Judge Strickland to schedule a hearing on Appellants’ Rule 60 Motion. Rule 6(d), SCRPC states as follows:

For Motions--Affidavits. A written motion other than one which may be heard *ex parte*, and notice of the hearing thereof, shall be served not later than , unless a different period is fixed by these rules or by an order of the court. Such an order may for cause shown be made on *ex parte* application. When a motion is to be supported by affidavit, the affidavit shall be served with the motion; and, except as otherwise provided in Rule 59(c), additional or opposing affidavits may be served not later than **two days before the hearing**, unless the court permits them to be served at some other time. The moving party may serve reply affidavits at any time **before the hearing commences**. . .

Rule 6(d)(1), SCRPC [emphasis added]. Appellants’ filed their written Motion subject to the requirements of Rule 6(d)(1). *See, Exhibit*. Clearly, on the verbiage of Rule 6(d)(1) mandated

*As an officer of the court, the undersigned counsel states that he received a call from Judge Strickland’s office on September 1, 2020, asking whether he could have a hearing on the Motion on the phone at that moment. Counsel was en-route to try a case away from his home county. Counsel informed the staff member that he was not prepared to argue the case from the car because (1) he was driving and (2) he was not prepared to argue because he did not have the file with him. After the call, counsel was under the impression that a hearing would be scheduled.

that a hearing would be schedule. Granted, Judge Strickland had the authority under this rule to shorten the time for the hearing, but this rule did not give him the authority to summarily decide the Appellants' Rule 60 Motion without a hearing.

Even though the Rule 60 Motion would not stay the judgment of foreclosure, *see, e.g. Rule 60(b), SCRCF*, Appellants had a right to be heard on the Motion to Set Aside the Judgment of Foreclosure. Judge Strickland's unilateral and summary resolution of the Rule 60 Motion deprived the Appellant's of their fundamental rights to fairness in this proceeding.

The method in which Judge Strickland decided the Rule 60 Motion also deprived the Appellants of their constitutional rights to due process civil context⁹. The federal common law is replete with cases to establish that a litigant has a fundamental right to a fair trial in a civil context. *Goldberg v. Kelly*, 397 U.S. 254, 271 (1970); *see also, e.g., Anderson Nat'l Bank v. Lueckett*, 321 U.S. 238 (1944) ("The fundamental requirement of due process is an opportunity to be heard upon such notice and proceedings as are adequate to safeguard the right for which the constitutional protection is invoked." *Id.* at 246); *Best v. Humboldt Placer Mining Co.*, 371 U.S. 334 (1963) ("Due process . . . implies notice and a hearing." *Id.* at 338); *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306 (1950) ("[T]he Due Process Clause ... at a minimum ... require[s] that deprivation of life, liberty or property by adjudication be preceded by notice and opportunity for hearing appropriate to the nature of the case." *Id.* at 313).

⁹As litigants, Appellants are entitled to fundamental fairness in the judicial proceeding. Fundamental-Fairness is considered synonymous with due process. The due process guarantees under the Fifth and Fourteenth Amendments to the U.S. Constitution Clause provide that the government shall not take a person's life, liberty, or property without due process of law. *Fuentes v. Shevin*, 407 U.S. 67 (1972) (invalidating replevin statutes which authorized the authorities to seize goods simply upon the filing of an ex parte application and the posting of bond); *see also, Sniadach v. Family Finance Corp.*, 395 U.S. 337, 342 (1969) (Harlan, J., concurring). Moreover, in this judicial foreclosure matter, Appellants right to a fair trial is also guaranteed by section 1 of the *Fourteenth Amendment to the Constitution of the United States.*

Win, lose, or draw, the Appellants were entitled to their day in Court, and Judge Strickland summary denial of their Motion was an egregious constitutional error.

B. THE PETITION SHOULD BE GRANTED BECAUSE THE JUDGMENT OF FORECLOSURE IS VOID AS A MATTER OF LAW BECAUSE THE TRIAL COURT DID NOT HAVE PERSONAL JURISDICTION OVER THE APPELLANTS' ESTATES.

In a foreclosure proceeding, a Plaintiff has the option of pursuing the claim through the probate process, or the mortgagee Plaintiff can foreclose on the property by suing the decedent's estate. *See, S.C. Code § 62-3-803(b)(1) (2012)*[this provision carves out an exception for the mortgagor creditor and allows it to sue to foreclose on the property rather than pursuing the claim through the probate procedural statutory scheme as long as it does not seek a deficiency judgment]. When the case was initially filed, both Frank Lucas and Carole Lucas were alive. After the filing of the action, both Frank Lucas and Carole Lucas died. When the Plaintiff filed the Amended Summons and Complaint on April 11, 2019, it deleted Frank Lucas and Carole Lucas as individuals from he lawsuit. However, it opted to pursue its lawsuit by adding the estates as defendants—even though the estates had not been opened. Plaintiff failed to have a Personal Representative or Special Administrator for either estate appointed. Consequently, neither estate was served the Amended Summons and Amended Complaint, and neither estate was represented in the proceeding.

Appellants contends that once Frank Lucas and Carole Lucas died, the Court lost personal jurisdiction over them because the Plaintiff failed to follow the procedures in Rule 25, SCRCF, that would have enabled the Court to maintain personal jurisdiction in the original action by the way of substitution of a party for each of them. Rule 25, SCRCF provides as the follows:

RULE 25

SUBSTITUTION OF PARTIES

(a) Death.

(1) If a party dies and the claim is not thereby extinguished, the court may order substitution of the proper parties. The motion for substitution may be made **by any party** or by the successors or representatives of the deceased party and, together with the notice of hearing shall be served on the parties as provided in Rule 5 and upon persons not parties in the manner provided by Rule 4 for the service of summons. If substitution is not made within a reasonable time, the action may be dismissed as to the deceased party. Counsel of record for such deceased party shall give notice to all other parties of the death of such party as soon as practicable after obtaining such knowledge and of the name and address of the proper parties who should be substituted.

Rule 25(a)(1), SCRCF. After Frank Lucas and Carole Lucas died, Plaintiff had the option under *Rule 25(a)(1), SCRCF* to either to move to substitute “proper parties” for the deceased defendants or extinguish the action. The Plaintiff chose to extinguish the action by dismissing Frank and Carole Lucas from the litigation. Plaintiff then added the estates that did not exist under the circumstances. There is no order in the file establishing that the Court dismissed the deceased Defendants. However, after the Defendants died, the Court allowed the Plaintiff to amend the Complaint and delete both deceased Defendants from the caption as defendants. This is de facto proof that the original matter that was filed was dismissed as to the deceased Defendants. Consequently, once the matter was implicitly dismissed against the deceased Defendants, the Court did not have personal jurisdiction over the Defendants to allow an Amended Complaint to be filed against them in their representative capacities, i.e., because the procedural requirements in Rule 25, SCRCF had not been followed..

Plaintiff cannot contend that the Estates were substituted for the deceased Defendants because no motion was made and served as required by *Rule 25(a)(1), SCRCF*. Nor can the Plaintiffs argue that the Estates are unknown defendants because the estates did not exist or they existed in their known state.

Having said all the above, the inescapable conclusion is that the Court did not have personal jurisdiction over the deceased Defendants' Estates because said Defendants, as known defendants, were not served process or appointed a representative. "Without service of summons as required by the law, when not dispensed with by acceptance, appearance, or in some other way, the court has no jurisdiction of the party, and the judgment in such case is a nullity; and where the want of jurisdiction appears the judgment may be treated as a nullity wherever it is met with." *Ferguson & Miller v. Gilbert & Co.*, 17 S.C. 26, 31 (1882). In that the Court did not have personal jurisdiction over The Estates of Frank and Carole Lucas, the Judgement of Foreclosure that was entered by the Court on June 18, 2020 is void and relief should be granted under Rule 60(b)(4).

**EXIGENT CIRCUMSTANCES TO JUSTIFY ISSUING THE WRIT OF SUPERSEDEAS
EX PARTE OR BEFORE A HEARING.**

The homestead is scheduled to be sold at 10:30 am on Tuesday, September 8, 2020. Monday is a holiday and Judge Strickland is unavailable to entertain a Motion for Stay of Judgment from the Appellants in the first instance. Even if Judge Strickland were available, it would be futile to seek a stay in the first instant because of the summary nature in which he resolved the Appellants' Motion to Set Aside the Judgment of Foreclosure. These facts constitute exigent circumstances in that the Appellants' will suffer irreparable harm if the house proceeds to sale to an innocent purchaser. Moreover, an immediate and irreparable harm will ensue to the Appellants before the Respondents can be given an opportunity to respond. If the Court refuses to issue the Writ under the factual circumstances highlighted in the Petition, Appellants would suffer a significant miscarriage of justice.

Appellants request the Court to issue a temporary writ staying the sale, give the Respondents an opportunity to respond, and then proceed to determine the merits of the Petition for Supersedeas.

COUNSEL'S CERTIFICATION:

As an officer of the Court, the undersigned attorney certifies that he has made the following effort to give all counsel of record notice of this Petition: I have caused to be delivered a copy of the Petition with Exhibits all counsel of record on the same day I am filing this action. I further certify that under the circumstances, it is impractical that I make Petition for Stay in the first instance before Judge Strickland.

At Orangeburg, SC

Dated: August 21, 2020



GLENN WALTERS, Sr., Esquire
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Attorney for Defendants Personal
Representative for the Estate of Frank Lucas
and the Estate of Carole Lucas

EXHIBITS:

A-Original Summons and Complaint, pages 1-9, less exhibits

B-Amended Summons and Complaint

C-Motion for Service by Publication, on Crawford and Goodson

D-Affidavit of Diligent Search and Inquiry for Goodman, re: Amended Summons and Complaint

E- Affidavit of Diligent Search and Inquiry for Crawford, re: Amended Summons and Complaint

F-Order of Publication for Amended Summons and Complaint

G-Motion to Dismiss Counterclaims of Carole Lucas

H-Order Granting Motion to Counterclaims of Carole Lucas

I-Order of Reference for the Amended Summons and Complaint

J-Record of Hearing

K-Order of Judgment of Foreclosure

L-Notice of Default

M-Defendants' Notice of Motion and Motion to Set Aside Judgment of Foreclosure

N-Notice Denying Defendant's Motion to Set Aside Judgment of Foreclosure

O-Notice of Appeal

P-Order Appointing GAL

Q-GAL Answer to Amended Complaint and Consent for Reference

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Joseph M. Strickland, Master-in Equity

Case No. 2012-CP-40-06579

Wilmington Savings Fund Society,
FSB, as Trustee of Upload Mortgage
Loan Trust A,

Respondent,

vs.

The Personal Representatives, if any, whose names
are unknown, of the Estates of Frank Lucas aka
Frank M. Lucas; Carole S. Lucas aka Carole Sunny Goodson-
Lucas,

Appellants.

Verification

I, Teri Lucas, deposes and say the following under oath:

1. I am the Personal Representative for the Estate of Frank Lucas. Frank Lucas was my father.
2. I have read the foregoing Petition for Writ of Supersedeas.

3. The verification verifies the facts contained in the foregoing Petition, to the best of my personal knowledge, information, or belief. I make no attempt to verify the law or rules cited in the Petition.

4. I verify that the information contained in the foregoing Petition is true to the best of my knowledge, information, or belief.

End of Statement

Teri Lucas

Sworn and subscribed before me,

this the _____ day of September, 2020

Notary Public for State of South Carolina

My Commission Expires: _____

(Notary Seal)

EXHIBIT A-Original Summons and Complaint, pages 1-9, less exhibits

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

Household Finance Corporation II)

Plaintiff)

vs.)

Frank Lucas a/k/a Frank M. Lucas, Carole S. Lucas a/k/a Carole Sunny Lucas, Associates First Capital Corporation, a Delaware Corporation, as successor by merger to Associates Financial Services Company, Inc.)

Defendant(s))

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2012-CP-40-

6579

JEANETTE W. HARRIS
C.O.P. & G.S.
2012 OCT - 2 AM 10:48

RICHLAND COUNTY
FILED

Submitted By:
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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.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR (Proof of ADR/Exemption attached).

NATURE OF ACTION (Check One Box Below)

- | | | | |
|---|--|---|--|
| <p>Contracts</p> <ul style="list-style-type: none"> <input type="checkbox"/> Constructions (100) <input type="checkbox"/> Debt Collection (110) <input type="checkbox"/> Employment (120) <input type="checkbox"/> General (130) <input type="checkbox"/> Breach of Contract (140) <input type="checkbox"/> Other (199) <p>Inmate Petitions</p> <ul style="list-style-type: none"> <input type="checkbox"/> PCR (500) <input type="checkbox"/> Mandamus (520) <input type="checkbox"/> Habeas Corpus (530) <input type="checkbox"/> Other (599) <p>Special/Complex /Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> Environmental (600) <input type="checkbox"/> Automobile Arb. (610) <input type="checkbox"/> Medical (620) <input type="checkbox"/> Other (699) | <p>Torts - Professional Malpractice</p> <ul style="list-style-type: none"> <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) Previous Notice of Intent Case #
20__-CP-____ <input type="checkbox"/> Notice/ File Med Mal (230) <input type="checkbox"/> Other (299) <p>Administrative Law/Relief</p> <ul style="list-style-type: none"> <input type="checkbox"/> Reinstate Driver's License (800) <input type="checkbox"/> Judicial Review (810) <input type="checkbox"/> Relief (820) <input type="checkbox"/> Permanent Injunction (830) <input type="checkbox"/> Forfeiture -Petition (840) <input type="checkbox"/> Forfeiture - Consent Order (850) <input type="checkbox"/> Other (899) <ul style="list-style-type: none"> <input type="checkbox"/> Pharmaceuticals (630) <input type="checkbox"/> Unfair Trade Practices (640) <input type="checkbox"/> Out-of State Depositions (650) <input type="checkbox"/> Motion to Quash Subpoena in Out-of County Action (660) <input type="checkbox"/> Sexual Predator (670) | <p>Torts - Personal Injury</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assault/Slander/Libel (300) <input type="checkbox"/> Conversion (310) <input type="checkbox"/> Motor Vehicle Accident (320) <input type="checkbox"/> Premises Liability (330) <input type="checkbox"/> Products Liability (340) <input type="checkbox"/> Personal Injury (350) <input type="checkbox"/> Wrongful Death (360) <input type="checkbox"/> Other (399) <p>Judgments/Settlements</p> <ul style="list-style-type: none"> <input type="checkbox"/> Death Settlement (700) <input type="checkbox"/> Foreign Judgment (710) <input type="checkbox"/> Magistrate's Judgment (720) <input type="checkbox"/> Minor Settlement (730) <input type="checkbox"/> Transcript Judgment (740) <input type="checkbox"/> Lis Pendens (750) <input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760) <input type="checkbox"/> Confession of Judgment (770) <input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780) <input type="checkbox"/> Other (799) | <p>Real Property</p> <ul style="list-style-type: none"> <input type="checkbox"/> Claim & Delivery (400) <input type="checkbox"/> Condemnation (410) <input checked="" type="checkbox"/> Foreclosure (420) <input type="checkbox"/> Mechanic's Lien (430) <input type="checkbox"/> Partition (440) <input type="checkbox"/> Possession (450) <input type="checkbox"/> Building Code Violation (460) <input type="checkbox"/> Other (499) <p>Appeals</p> <ul style="list-style-type: none"> <input type="checkbox"/> Arbitration (900) <input type="checkbox"/> Magistrate-Civil (910) <input type="checkbox"/> Magistrate-Criminal (920) <input type="checkbox"/> Municipal (930) <input type="checkbox"/> Probate Court (940) <input type="checkbox"/> SCDOT (950) <input type="checkbox"/> Worker's Comp (960) <input type="checkbox"/> Zoning Board (970) <input type="checkbox"/> Public Service Commission (990) <input type="checkbox"/> Employment Security Comm (991) <input type="checkbox"/> Other (999) |
|---|--|---|--|

Submitting Party Signature: _____

Date: September 27, 2012

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 (04/2012)

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lee, Lexington, Pickens
(Family Court Only), Richland, Sumter, Union, Williamsburg and York

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

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

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

SCCA / 234 (04/2012)

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Household Finance Corporation II,

Plaintiff,

vs.

Frank Lucas a/k/a Frank M. Lucas, Carole S. Lucas a/k/a Carole Sunny Lucas, Associates First Capital Corporation, a Delaware Corporation, as successor by merger to Associates Financial Services Company, Inc.,

Defendant(s).

(File No. 4018.11212)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2012-CP-40-

SUMMONS AND NOTICE

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

2012 OCT -2 AM 10:48

RICHLAND COUNTY
FILED

TO THE DEFENDANT(S) ABOVE NAMED:

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

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

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

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

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

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

RILEY POPE & LANEY, LLC



T. Lowndes Pope, SC Bar 66507

Roy F. Laney, SC Bar 64279

Heidi B. Carey, SC Bar 7020

Nikole H. Boland, SC Bar 70491

Damon C. Wlodarczyk, SC Bar 70460

Jayne Shy Barnett, SC Bar 81551

2838 Devine Street

Post Office Box 11412 (29211)

Columbia, South Carolina 29205

(803) 799-9993

Attorneys for Plaintiff

September 27, 2012
Columbia, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Household Finance Corporation II,

Plaintiff,

vs.

Frank Lucas a/k/a Frank M. Lucas, Carole S. Lucas a/k/a Carole Sunny Lucas, Associates First Capital Corporation, a Delaware Corporation, as successor by merger to Associates Financial Services Company, Inc.,

Defendant(s).

(File No. 4018.11212)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2012-CP-40-

COMPLAINT

FIRST CAUSE OF ACTION -
Reformation of Deed and of Mortgage

SECOND CAUSE OF ACTION -
Foreclosure of Real Estate Mortgage

JEANETTE W. BROWN
C.C.P. & J.S.
2012 OCT - 2 AM 10:48

RICHLAND COUNTY
FILED

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

GENERAL ALLEGATIONS

1. This is an action for the foreclosure of a mortgage upon real estate in Richland County, South Carolina.
2. The Plaintiff is a corporation or other legal entity duly organized and existing under and by virtue of the laws of one of the States of The United States of America and is authorized to transact business in the State of South Carolina.
3. The Plaintiff is holder of or otherwise entitled to enforce the Note and Mortgage described hereafter and that are the subject of this action.
4. Some lien on or right, title, or interest in the real estate, the subject of this action, may be claimed by the Defendant(s) herein.
5. Based upon a search of the public records of Richland County, all persons or entities having an interest or lien or possible claim in or upon the mortgaged premises subordinate to the lien of the Plaintiff as of the date and time of the filing of the Lis Pendens herein have been made defendants.
6. The Defendant(s) herein described, if any, as judgment creditors, have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the provisions of S.C. Code Ann. §15-35-840.

7. On or about December 7, 1998, Frank Lucas and Carole S. Lucas a/k/a Carole Sunny Lucas made, executed and delivered unto Fieldstone Mortgage Company a certain Note ("Note") in the principal sum of One Hundred Ten Thousand Seven Hundred and 00/100 (\$110,700.00) Dollars, with an interest rate of 12.250% per annum initially, payable in monthly installments of principal and interest of \$1,160.03 beginning February 1, 1999, a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference.

8. In order to secure the payment of the Note according to the terms and conditions thereof, Frank Lucas and Carole S. Lucas made, executed and delivered unto Fieldstone Mortgage Company a certain real estate mortgage ("Mortgage") covering the following described property:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being near the City of Columbia, County of Richland, State of South Carolina, being shown and designated as Lot 27 Block "D" on a plat of Riverside Park by William Wingfield, dated October 3, 1957, revised March 31, 1958, and recorded in the Office of the Clerk of Court for Richland County in Plat Book 10 at Pages 458 and 459; and being further shown on a plat prepared for Gerald Byron Knight and Claude R. McMillan, Jr., RLS dated June 1, 1977, recorded in the Office of the RMC for Richland County in Plat Book X at Page 8939.

This being the same property conveyed unto Frank Lucas and Carole S. Lucas by deed of Timothy J. Harleson and Lori G. Harshaw dated July 14, 1995 and recorded July 20, 1995 in Deed Book D1268 at Page 919 in the Office of the RMC/ROD Office for Richland County, South Carolina.

TMS No. 07410-03-07

Property Address: 1748 Romain Drive, Columbia, SC 29210

9. The Mortgage was signed, witnessed and probated; thereafter the Mortgage was recorded in the public records of Richland County on January 4, 1999, in Book 267 at Page 1463. Thereafter, by assignment recorded in the said ROD Office on January 31, 2006 in Book 1147 at Page 727, the said Fieldstone Mortgage Company assigned said mortgage to Household Finance Corporation II. A copy of the Plaintiff's Mortgage and Assignment are attached hereto as Exhibit "B", collectively, and made a part hereof by reference.

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

11. The hereinafter named Defendant(s) may have some interest in or lien upon the property which is the subject of this action by virtue of the matter and issues herein below alleged. In the event there is a surplus from the foreclosure sale of the subject property, the validity, priority and amount of such lien or claim will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c) SCRCP. These liens or interests are described as follows:

Associates First Capital Corporation, a Delaware Corporation, as successor by merger to Associates Financial Services Company, Inc., by virtue of a mortgage given by Frank M. Lucas and Carole S. Lucas to Atlantic Mortgage Service, Inc. in the original principal amount of \$12,300.00, dated January 8, 1999, and recorded on January 21, 1999 in Book 273 at Page 450. This mortgage was assigned to Associates Financial Services Company, Inc. by assignment recorded March 29, 2001 in Book 499 at Page 1274. Any such interest in or lien upon the property is junior and subordinate to Plaintiff's mortgage.

12. The loan evidenced by the Note and Mortgage is not owned, securitized or guaranteed by Fannie Mae or Freddie Mac, and is not serviced by a servicer participating in the Home Affordable Modification Program (HAMP).

FOR A FIRST CAUSE OF ACTION
(Reformation of Deed and/or Mortgage)

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

14. Upon review of the loan origination documentation, and the deed and surveys of record, the Plaintiff is informed and believes that due to inadvertence or error, the legal description contained in Plaintiff's mortgage does not reference the most recent recorded Plat prepared for Lori G. Harshaw by Claude R. McMillan, Jr. dated October 21, 1991 and recorded in Plat Book 53 at Page 7009.

15. The Plaintiff is informed and believes that it is entitled to an Order reforming the deed and/or Mortgage to reflect the most recent recorded Plat prepared for Lori G. Harshaw by Claude R. McMillan, Jr. dated October 21, 1991 and recorded in Plat Book 53 at Page 7009 to the legal description contained in Plaintiff's mortgage.

16. The legal description should read as follows:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being near the City of Columbia, County of Richland, State of South Carolina, being shown and designated as Lot 27 Block "D" on a plat of Riverside Park by William Wingfield, dated October 3, 1957, revised March 31, 1958, and recorded in the Office of the Clerk of Court for Richland County in Plat Book 10 at Pages 458 and 459; and being further shown on a plat prepared for Gerald Byron Knight and Claude R. McMillan, Jr., RLS dated June 1, 1977, recorded in the Office of the RMC for Richland County in Plat Book X at Page 8939. Most recently shown on that certain Plat prepared for Lori G. Harshaw by Claude R. McMillan, Jr. dated October 21, 1991 and recorded in Plat Book 53 at Page 7009.

This being the same property conveyed unto Frank Lucas and Carole S. Lucas by deed of Timothy J. Harleson and Lori G. Harshaw dated July 14, 1995 and recorded July 20, 1995 in Deed Book D1268 at Page 919 in the Office of the RMC/ROD Office for Richland County, South Carolina.

FOR A SECOND CAUSE OF ACTION
(Foreclosure of Mortgage)

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

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

19. The installments of principal and interest which became due on March 1, 2012 have not been paid although demand for the payment thereof has been made and the Plaintiff, as the holder of the Note and Mortgage, elects to and does declare the entire balance of said principal and interest due and payable at once, and that there is now due and owing and unpaid upon the said Note and Mortgage the sum of Ninety Nine Thousand Eight Hundred Ninety Four and 33/100 (\$99,894.33) Dollars as of March 1, 2012, with a current rate of 5.2500% per annum from February 1, 2012, together with reasonable attorney's fees and the costs and disbursements of this action, plus all moneys, if any, advanced by the Plaintiff under the terms of the Note and Mortgage for the payment of ad valorem taxes and/or insurance premiums, property maintenance, and securing thereof or otherwise.

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

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

22. Plaintiff's right to a personal or deficiency judgment pursuant to S.C. Code Ann. §§29-3-650 and 29-3-660 is expressly waived.

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

(1) Issue its Order reforming the Deed and/or Mortgage to reflect the most recent recorded Plat prepared for Lori G. Harshaw by Claude R. McMillan, Jr. dated October 21, 1991 and recorded in Plat Book 53 at Page 7009 to the legal description contained in Plaintiff's mortgage.

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

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

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

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

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

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

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

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

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

RILEY POPE & LANEY, LLC



T. Lowndes Pope, SC Bar 66507

Roy F. Laney, SC Bar 64279

Heidi B. Carey, SC Bar 7020

Nikole H. Boland, SC Bar 70491

Damon C. Wlodarczyk, SC Bar 70460

Jayne Shy Barnett, SC Bar 81551

2838 Devine Street

Post Office Box 11412 (29211)

Columbia, South Carolina 29205

(803) 799-9993

Attorneys for Plaintiff

September 27, 2012
Columbia, South Carolina

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

Frank Lucas and Carole S. Lucas a/k/a Carole Sunny Lucas
1748 Romain Drive, Columbia, SC 29210
File No. 4018.11212

1. Household Finance Corporation II is the Creditor to whom the debt is owed. Creditor has retained the law firm of Riley Pope & Laney, LLC, to collect the owed debt. Any written requests should be addressed to Riley Pope & Laney, LLC, Post Office Box 11412, Columbia, SC, 29211, (803) 799-9993 (Phone), (803) 239-1414 (Fax).
2. As of September 26, 2012, the total debt you owe is \$118,434.98. Because of interest, late charges, and other charges that continue to accrue from the date set forth above, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write or call as directed in Paragraph One (1) of this Notice.
3. Unless you, the Consumer, within thirty (30) days after the receipt of this Notice, disputes the debt or any portion of the debt set forth in Paragraph Two (2) of this Notice and further described in the Complaint attached hereto, the validity of the debt will be assumed to be valid by the Creditor's law firm, Riley Pope & Laney, LLC.
4. If you, the Consumer, notify Riley Pope & Laney, LLC, at the address set forth in Paragraph One (1) of this Notice in writing within thirty (30) days of the receipt of this Notice that the debt or any portion thereof is disputed, Riley Pope & Laney, LLC, will obtain a verification of the debt, and a copy of the verification will be mailed to the Consumer by Riley Pope & Laney, LLC.
5. If you, the Consumer, make a written request to Riley Pope & Laney, LLC within thirty (30) days of the receipt of this Notice, Riley Pope & Laney, LLC, will provide you, the Consumer, the name and address of the original Creditor, if different from the current Creditor.
6. This notice should not be construed as a thirty (30) day grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days.

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

NOTE

December 7 1998 WEST COLUMBIA SOUTH CAROLINA
[Date] [City] [State]
1748 ROMAIN DRIVE, COLUMBIA, South Carolina 29210
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 110,700.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is FIELDSTONE MORTGAGE COMPANY

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 12.250 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on February 1 1999. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on January 1, 2029, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 11000 BROKEN LAND PKWY, #500 COLUMBIA, MD 21044

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,160.03

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

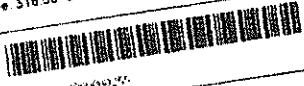
MULTISTATE FIXED RATE NOTE - Single Family - FNMA/FHLMC Uniform Instrument Form 3200 12/83 Amended 5/91

VMP MORTGAGE FORMS - (317)50-8100 - (800)271-7291

Page 1 of 2 Initials: FL CSL



Richland County ROD 81804/1999 14:16 38:12 Book 00267-1463
1099000255 John G. Norris Mortgage
Fee \$18.00 County Tax \$0.00 State Tax \$0.00



[Space Above This Line For Recording Data]

RETURN TO:
FIELDSTONE MORTGAGE COMPANY
11000 BROKEN LAND PKWY, #600
COLUMBIA, MD 21044

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 7, 1998. The mortgagor is FRANK LUCAS AND CAROLE S. LUCAS,,

("Borrower"). This Security Instrument is given to

FIELDSTONE MORTGAGE COMPANY

which is organized and existing under the laws of MARYLAND, and whose address is 11000 BROKEN LAND PKWY, #600, COLUMBIA, MD 21044

("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TEN THOUSAND SEVEN HUNDRED & 00/100

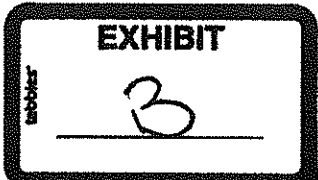
Dollars (U.S. \$ 110,700.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 2029. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in Richland County, South Carolina:

All that tract or parcel of land as shown on Schedule "A" attached hereto which is incorporated herein and made a part hereof.

which has the address of 1748 ROMAINE DRIVE COLUMBIA
South Carolina 29210 [Zip Code] ("Property Address");
SOUTH CAROLINA - Single Family - FNMA/FHLMC
UNIFORM INSTRUMENT Form 3041 9/90
AMSC 0512 Amended 10/94
VMP MORTGAGE FORMS - (803) 721-7291

[Street, City],



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

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

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

Form 3041 9/90

Page 2 of 4

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

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

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

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

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

23. **Waivers.** Borrower waives all rights of homestead exemption in the Property.
 24. **Future Advances.** The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to one hundred fifty percent (150 %) of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

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

- | | | |
|--|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Other(s) [specify] | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
 Signed, sealed and delivered in the presence of:

Dynee McCoy _____ (Seal)
 Witness _____ -Borrower
FRANK LUCAS _____ (Seal)
 Witness _____ -Borrower
CAROLE S. LUCAS _____ (Seal)
 _____ (Seal) -Borrower
 _____ (Seal) -Borrower

STATE OF SOUTH CAROLINA, County as: Lexington
 Personally appeared before me witness and made oath that
she saw the within named Borrower sign, seal, and as their act and deed, deliver the within written
 Mortgage, and that witness with notary witnessed the execution thereof.

Sworn to before me this 6th day of December, 1998
 My Commission Expires: 6-6-2006
 (Seal) _____
 Notary Public for South Carolina
Brian C. Reese

Schedule A

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, WITH THE IMPROVEMENTS THEREON, SITUATE, LYIN AND BEING NEAR THE CITY OF COLUMBIA, COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, BEING SHOWN AND DESIGNATED AS LOT 27 BLOCK "D" ON A PLAT OF RIVERSIDE PARK BY WILLIAM WINGFIELD, DATED OCTOBER 3, 1957, REVISED MARCH 31, 1958, AND RECORDED IN THE OFFICE OF THE CLERK OF COURT FOR RICHLAND COUNTY IN PLAT BOOK 10 AT PAGES 458 AND 459; AND BEING FURTHER SHOWN ON A PLAT PREPARED FOR GERALD BYRON KNIGHT AND CLAUDE R. MCMILLAN, JR., RLS DATED JUNE 1, 1977, RECORDED IN THE OFFICE OF THE RMC FOR RICHLAND COUNTY IN PLAT BOOK X AT PAGE 8939.

THIS BEING THE SAME PROPERTY CONVEYED TO FRANK LUCAS AND CAROLE S. LUCAS BY DEED OF TIMOTHY J. HARLESON AND LORI G. HARSHAW RECORDED ON JULY 20, 1995 IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN DEED/RECORD BOOK 1268 AT PAGE 919.

TMS # 7410-03-07

PROPERTY ADDRESS: 1748 ROMAIN ROAD, COLUMBIA SC 29210

File No: R-17676

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 7th day of
December 1998, and is incorporated into and shall be
deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security
Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to
FIELDSTONE MORTGAGE COMPANY

(the
"Lender") of the same date and covering the Property described in the Security Instrument and located at:
1748 ROMAIN DRIVE, COLUMBIA, South Carolina 29210

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other
such parcels and certain common areas and facilities, as described in

(the "Declaration"). The Property is a part of a planned unit development known as
RIVERSIDE PARK

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent
entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the
uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument,
Borrower and Lender further covenant and agree as follows:

A. **PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's
Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation,
trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or
other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and
assessments imposed pursuant to the Constituent Documents.

MULTISTATE PUD RIDER-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 8/90
Page 1 of 8

-7U (8705)

VMP MORTGAGE FORMS - (800)521-7291

Initials: FC
CSE



B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.


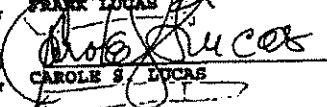


Initials: 

Form 3150 8/80

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

_____	(Seal)		_____	(Seal)
-Borrower		FRANK LUCAS	-Borrower	
_____	(Seal)		_____	(Seal)
-Borrower		CAROLE S. LUCAS	-Borrower	
_____	(Seal)	_____	_____	(Seal)
-Borrower			-Borrower	
_____	(Seal)	_____	_____	(Seal)
-Borrower			-Borrower	

Instrument: 200608301

Book/Page: R1147 : 727

Date/Time: 1/31/2006 10:57:42 AM

McDONALD, McKENZIE, RUBIN,
MILLER AND LYBRAND, L.L.R.
ATTORNEYS AT LAW
P. O. BOX 58
COLUMBIA, SC 29202

WHEN RECORDED, MAIL AND RETURN TO:
HSBC MORTGAGE SERVICES
577 LAMONT ROAD
ELMHURST, IL 60126

PREPARED BY:
DELORIS MISSBICK
577 LAMONT RD.
ELMHURST, IL 60126
800-617-7000

Deloris

ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 11000 BROKEN LANE PKWY, #600 COLUMBIA, MD 21044 does hereby grant, sell, assign, transfer and convey, unto

existing under the laws of *House Hold Finance Corporation, Inc.*, a corporation organized and existing under the laws of *MD*, whose address is *577 Lamont Road, Elmhurst, IL 60126*

a certain Mortgage dated *December 7, 1998*, made and executed by FRANK LUCAS AND CAROLE S. LUCAS, to and in favor of FIELDSTONE MORTGAGE COMPANY upon the following described property situated in *Richland* County, State of *South Carolina*

such Mortgage having been given to secure payment of ONE HUNDRED TEN THOUSAND SEVEN HUNDRED & 00/100 (Include the Original Principal Amount) (\$ 110,700.00)

which Mortgage is of record in Book, Volume, or Liber No. *00267*, at page *1863* (or as No. *y*) of the LAND Records of *Richland* County, State of *South Carolina*, together with the note(s) and obligations therein described and the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage. *Doc# 1999 000 255, recorded: 01-04-1999*

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on *12-11-98*

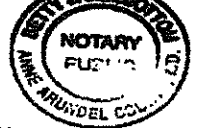
Witness *Jen Thayer*
Witness *Betty Jackson*

By: *Kevin Pidersch*
Vice President



Fieldstone Mortgage Company, address: 11000 BROKEN LANE PKWY, #600 COLUMBIA, MD 21044, tel. no.: (410) 772-7200

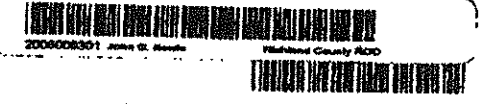
SUBSCRIBED AND SWORN TO BEFORE ME IN MY PRESENCE THIS *11th* DAY OF *December*, 1998, A NOTARY PUBLIC IN AND FOR THE STATE OF *Maryland* COUNTY OF *Anne Arundel*



Betty J. Sidebottom

My Commission Expires November 1, 2002

Book 1147-727
200608301 01/31/2006 10:57:42 AM
Fee: \$7.00 County Tax: \$0.00 State Tax: \$0.00



FORMA - Multi-Party Assignment of Mortgage
995M1L (06/01)
VMP MORTGAGE FORMS - (02/95)-729

R1147/227 D: 12/11/98 R: 1/31/06
John G. Norris

Richland County ROD

Richland County Common Pleas

Clerk : Jeanette W. McBride
Richland County Judicial Center
Columbia, SC 29201
(803) 576-1999

DUPLICATE

Received From: Carey, Heidi B. Date: 10/ 2/2012
 PO Box 11412 Receipt #: 149684
 Columbia, SC 29211 Clerk: COCMETTS
 Paying for: Household Finance Corporation I
 Transaction Type: Payment Reference #: 56642
 Payment Type: Check \$150.00 Comment:
 Total Paid: \$150.00

Case #	Caption	Previous Balance	Amount Paid	Non-Refundable	
				Balance Due	S/T
2012CP4006579	Household Finance Corporation li vs Frank Lucas	\$150.00	\$150.00	\$0.00	420
Total Cases: 1		\$150.00	\$150.00	\$0.00	

EXHIBIT B-Amended Summons and Complaint

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Wilmington Savings Fund Society, FSB, as
Trustee of Upload Mortgage Loan Trust A,

Plaintiff,

vs.

The Personal Representatives, if any, whose names are unknown, of the Estates of Frank Lucas aka Frank M. Lucas and Carole S. Lucas aka Carole Sunny Lucas aka Carole Sunny Goodson-Lucas; James C. Crawford III, Marc C. Goodson, and any other Heirs-at-Law or Devisees of Frank Lucas aka Frank M. Lucas and Carole S. Lucas aka Carole Sunny Lucas aka Carole Sunny Goodson-Lucas, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe, and Associates First Capital Corporation, a Delaware Corporation, as successor by merger to Associates Financial Services Company, Inc.,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO.: 2012-CP-40-06579

**AMENDED
SUMMONS AND NOTICE**

(File No. 4043.27117)

TO THE DEFENDANTS ABOVE NAMED:

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

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

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

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

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

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

RILEY POPE & LANEY, LLC

s/ Heidi B. Carey
Heidi B. Carey, SC Bar #7020
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Plaintiff

April 11, 2019
Columbia, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
C/A NO.: 2012-CP-40-06579

Wilmington Savings Fund Society, FSB, as
Trustee of Upload Mortgage Loan Trust A,

Plaintiff,

vs.

The Personal Representatives, if any, whose names are unknown, of the Estates of Frank Lucas aka Frank M. Lucas and Carole S. Lucas aka Carole Sunny Lucas aka Carole Sunny Goodson-Lucas; James C. Crawford III, Marc C. Goodson, and any other Heirs-at-Law or Devisees of Frank Lucas aka Frank M. Lucas and Carole S. Lucas aka Carole Sunny Lucas aka Carole Sunny Goodson-Lucas, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe, and Associates First Capital Corporation, a Delaware Corporation, as successor by merger to Associates Financial Services Company, Inc.,

Defendants.

AMENDED COMPLAINT

FOR A FIRST CAUSE OF ACTION
Reformation

FOR A SECOND CAUSE OF ACTION
Foreclosure of Real Estate Mortgage

(Non-Jury)

(File No. 4043.27117)

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

GENERAL ALLEGATIONS

1. This is an action for the foreclosure of a mortgage upon real estate in Richland County, South Carolina.
2. The Plaintiff is a corporation or other legal entity duly organized and existing under and by virtue of the laws of one of the States of The United States of America and is authorized to transact business in the State of South Carolina.
3. The Plaintiff is holder of or otherwise entitled to enforce the Note and Mortgage described hereafter and that are the subject of this action.

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

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

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

7. On or about December 7, 1998, Frank Lucas and Carole S. Lucas a/k/a Carole Sunny Lucas made, executed and delivered unto Fieldstone Mortgage Company a certain Note ("Note") in the principal sum of One Hundred Ten Thousand Seven Hundred and 00/100 (\$110,700.00) Dollars, with an interest rate of 12.250% per annum initially, payable in monthly installments of principal and interest of \$1,160.03 beginning February 1, 1999, a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference.

8. In order to secure the payment of the Note according to the terms and conditions thereof, Frank Lucas and Carole S. Lucas made, executed and delivered unto Fieldstone Mortgage Company a certain real estate mortgage ("Mortgage") covering the following described property:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being near the City of Columbia, County of Richland, State of South Carolina, being shown and designated as Lot 27 Block "D" on a plat of Riverside Park by William Wingfield, dated October 3, 1957, revised March 31, 1958, and recorded in the Office of the Clerk of Court for Richland County in Plat Book 10 at Pages 458 and 459; and being further shown on a plat prepared for Gerald Byron Knight and Claude R. McMillan, Jr., RLS dated June 1, 1977, recorded in the Office of the RMC for Richland County in Plat Book X at Page 8939.

This being the same property conveyed unto Frank Lucas and Carole S. Lucas by deed of Timothy J. Harleson and Lori G. Harshaw dated July 14, 1995 and recorded July 20, 1995 in Deed Book D1268 at Page 919 in the Office of the RMC/ROD Office for Richland County, South Carolina.

TMS No. 07410-03-07

Property Address: 1748 Romain Drive, Columbia, SC 29210

9. The Mortgage was signed, witnessed and probated; thereafter the Mortgage was recorded in the public records of Richland County on January 4, 1999, in Book 267 at Page 1463. Thereafter, by assignment recorded in the said ROD Office on January 31, 2006 in Book 1147 at Page 727, the said Fieldstone Mortgage Company assigned said mortgage to Household Finance Corporation II; thereafter, by assignment recorded on March 29, 2018 in Book 2290 at Page 3394, the mortgage was assigned to Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust A; thereafter, the

Mortgage was assigned unto the Plaintiff, which assignment is to be recorded in said ROD Office. A copy of the Plaintiff's Mortgage and Assignment(s) are collectively attached hereto as Exhibit "B" and made a part hereof by reference.

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

11. Thereafter, Frank Lucas aka Frank M. Lucas died intestate on December 16, 2012, leaving the subject property to his heirs at law or devisees, namely, Carole S. Lucas.

12. Thereafter, Carole S. Lucas aka Carole Sunny Lucas aka Carole Sunny Goodson-Lucas died intestate on April 4, 2017, leaving the subject property to her heirs at law or devisees, namely, James C. Crawford III and Marc C. Goodson; that the Defendants, James C. Crawford III and Marc C. Goodson, are the owners and holders of record title to the real property hereinabove described as of the date of the filing of the Notice of Pendency to this action.

13. The Personal Representatives, if any, of the Estates of Frank M. Lucas and Carole S. Lucas aka Carole Sunny Lucas aka Carole Sunny Goodson-Lucas, are Defendants in this action in such fiduciary capacity as representatives of any person or entity that may be a creditor or claimant against such Estates, and by virtue of the powers granted by decedents' Will or by statute.

14. James C. Crawford III and Marc C. Goodson, and any unknown heirs or devisees of the Estates of Frank M. Lucas and Carole S. Lucas aka Carole Sunny Lucas aka Carole Sunny Goodson-Lucas, including any persons who may be in the military service of the United States of America, being a class designated as John Doe, and any unknown minors or persons under a disability being a class designated as Richard Roe are Defendants in this action by virtue of any interest claimed under the law of intestate succession (S.C. Code §62-2-109) or under decedents' Will.

15. The hereinafter named Defendant(s) may have some interest in or lien upon the property which is the subject of this action by virtue of the matter and issues herein below alleged. In the event there is a surplus from the foreclosure sale of the subject property, the validity, priority and amount of such lien or claim will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c) SCRCF. These liens or interests are described as follows:

Associates First Capital Corporation, a Delaware Corporation, as successor by merger to Associates Financial Services Company, Inc., by virtue of a mortgage given by Frank M. Lucas and Carole S. Lucas to Atlantic Mortgage Service, Inc. in the original principal amount of \$12,300.00, dated January 8, 1999, and recorded on January 21, 1999 in Book 273 at Page 450. This mortgage was assigned to Associates Financial Services Company, Inc. by assignment recorded March 29, 2001 in Book 499 at Page 1274. Any such interest in or lien upon the property is junior and subordinate to Plaintiff's mortgage.

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

FOR A FIRST CAUSE OF ACTION
(Reformation)

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

18. Upon review of the loan origination documentation, and the deed and surveys of record, the Plaintiff is informed and believes that due to inadvertence or error, the legal description contained in Plaintiff's mortgage does not reference the most recent recorded Plat prepared for Lori G. Harshaw by Claude R. McMillan, Jr. dated October 21, 1991 and recorded in Plat Book 53 at Page 7009.

19. The Plaintiff is informed and believes that it is entitled to an Order reforming the legal description to reflect the most recent recorded Plat prepared for Lori G. Harshaw by Claude R. McMillan, Jr. dated October 21, 1991 and recorded in Plat Book 53 at Page 7009 to the legal description contained in Plaintiff's mortgage.

20. The legal description should read as follows:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being near the City of Columbia, County of Richland, State of South Carolina, being shown and designated as Lot 27 Block "D" on a plat of Riverside Park by William Wingfield, dated October 3, 1957, revised March 31, 1958, and recorded in the Office of the Clerk of Court for Richland County in Plat Book 10 at Pages 458 and 459; and being further shown on a plat prepared for Gerald Byron Knight and Claude R. McMillan, Jr., RLS dated June 1, 1977, recorded in the Office of the RMC for Richland County in Plat Book X at Page 8939. Most recently shown on that certain Plat prepared for Lori G. Harshaw by Claude R. McMillan, Jr. dated October 21, 1991 and recorded in Plat Book 53 at Page 7009.

FOR A SECOND CAUSE OF ACTION
(Foreclosure of Mortgage)

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

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

23. The installments of principal and interest which became due on March 1, 2012 have not been paid although demand for the payment thereof has been made and the Plaintiff, as the holder of the Note and Mortgage, elects to and does declare the entire balance of said principal and interest due and payable at once, and that there is now due and owing and unpaid upon the said Note and Mortgage the sum of Ninety Nine Thousand Eight Hundred Ninety Four and 33/100 (\$99,894.33) Dollars as of March 1, 2012, with a current interest rate of 5.2500% per annum from February 1, 2012, together with reasonable attorney's fees and the costs and disbursements of this action, plus all moneys, if any, advanced by the Plaintiff under the terms of the Note and Mortgage for the payment of ad valorem taxes and/or insurance premiums, property maintenance, and securing thereof or otherwise.

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

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

26. Plaintiff's right to a personal or deficiency judgment pursuant to S.C. Code Ann. §29-3-650 and §29-3-660 is expressly waived.

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

(1) Issue its Order reforming the legal description to reflect the most recent recorded Plat prepared for Lori G. Harshaw by Claude R. McMillan, Jr. dated October 21, 1991 and recorded in Plat Book 53 at Page 7009 to the legal description contained in Plaintiff's mortgage..

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

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

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

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

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

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

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

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

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

RILEY POPE & LANEY, LLC

s/ Heidi B. Carey

Heidi B. Carey, SC Bar #7020

2838 Devine Street

Post Office Box 11412 (29211)

Columbia, South Carolina 29205

(803) 799-9993

Attorneys for Plaintiff

April 11, 2019
Columbia, South Carolina

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

Frank Lucas and Carole S. Lucas a/k/a Carole Sunny Lucas
1748 Romain Drive, Columbia, SC 29210
File No. 4043.27117

1. Wilmington Savings Fund Society, FSB, as Trustee of Upload Mortgage Loan Trust A is the Creditor to whom the debt is owed. Creditor has retained the law firm of Riley Pope & Laney, LLC, to collect the owed debt. Any written requests should be addressed to Riley Pope & Laney, LLC, Post Office Box 11412, Columbia, SC, 29211, (803) 799-9993 (Phone), (803) 239-1414 (Fax).
2. As of April 11, 2019, the total debt you owe is \$129,429.37. Because interest, late charges, attorney's fees and costs, and other charges as allowed by the Note and Mortgage continue to accrue from the date set forth above, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write or call as directed in Paragraph One (1) of this Notice.
3. Unless you, the Consumer, either orally or in writing within thirty (30) days after the receipt of this Notice, disputes the debt or any portion of the debt set forth in Paragraph Two (2) of this Notice and further described in the Complaint attached hereto, the validity of the debt will be assumed to be valid by the Creditor's law firm, Riley Pope & Laney, LLC.
4. If you, the Consumer, notify Riley Pope & Laney, LLC, at the address set forth in Paragraph One (1) of this Notice in writing within thirty (30) days of the receipt of this Notice that the debt or any portion thereof is disputed, Riley Pope & Laney, LLC, will obtain a verification of the debt, and a copy of the verification will be mailed to the Consumer by Riley Pope & Laney, LLC.
5. If you, the Consumer, make a written request to Riley Pope & Laney, LLC within thirty (30) days of the receipt of this Notice, Riley Pope & Laney, LLC, will provide you, the Consumer, the name and address of the original Creditor, if different from the current Creditor.
6. This notice should not be construed as a thirty (30) day grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days.
7. Please be advised that the time period in which you, the Consumer, have to dispute the amount of your debt and request additional information does not alter or affect the time period set forth in the South Carolina Rules of Civil Procedure for the filing of an answer or other responsive pleading to the Complaint.
8. Military service members on "active duty" or "active service," or a dependent of such a service member may be entitled to certain legal protections pursuant to the Servicemembers' Civil Relief Act, 50 U.S.C. §3901 et seq. If you believe that you may be entitled to such protection, please contact our office immediately.
9. Tenants occupying the subject property who are military service members or a dependent of the United States Armed Forces may have certain rights under the Service Members' Civil Relief Act, 50 U.S.C. §3901 et seq. To assert those rights, please contact our office immediately with your full name and social security number.
10. If you have been discharged in a bankruptcy proceeding, we are not seeking personal liability against you, but are pursuing the rights against the property as provided in the security agreements.

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

EXHIBIT C-Motion for Service by Publication, on Crawford and Goodson

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Wilmington Savings Fund Society, FSB, as
Trustee of Upload Mortgage Loan Trust A,

Plaintiff,

vs.

The Personal Representatives, if any, whose names are unknown, of the Estates of Frank Lucas aka Frank M. Lucas and Carole S. Lucas aka Carole Sunny Lucas aka Carole Sunny Goodson-Lucas; James C. Crawford III, Marc C. Goodson, and any other Heirs-at-Law or Devisees of Frank Lucas aka Frank M. Lucas and Carole S. Lucas aka Carole Sunny Lucas aka Carole Sunny Goodson-Lucas, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe, and Associates First Capital Corporation, a Delaware Corporation, as successor by merger to Associates Financial Services Company, Inc.,

Defendants.

(File No. 4043.27117)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2012-CP-40-06579

**MOTION FOR SERVICE BY
PUBLICATION**

TO THE DEFENDANTS NAMED ABOVE:

PLEASE TAKE NOTICE that the undersigned, as attorney for the Plaintiff, moves before the presiding Judge or Clerk of Court for Richland County for an Order for Service by Publication on the Defendants **James C. Crawford III and Marc C. Goodson** pursuant to S.C. Code Ann. §15-9-710 and § 15-9-740 (1976), as amended, on the grounds that the action is for foreclosure of a certain mortgage covering real estate located in Richland County, South Carolina, a cause of action exists in favor of the Plaintiff against said Defendants, the said Defendants are necessary

parties to the within action, and said Defendants cannot, after due diligence, be found within the State.

WE SO MOVE:
RILEY POPE & LANEY, LLC

s/ Jason M. Hunter
Jason M. Hunter, SC Bar #101501
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Plaintiff

May 17, 2019
Columbia, South Carolina

EXHIBIT D-Affidavit of Diligent Search and Inquiry for Goodman, re: Amended Summons and
Complaint

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

WILMINGTON SAVINGS FUND SOCIETY,
FSB, AS TRUSTEE OF UPLOAD
MORTGAGE LOAN TRUST A,

PLAINTIFF,

vs.

THE PERSONAL REPRESENTATIVES, IF
ANY, WHOSE NAMES ARE UNKNOWN,
OF THE ESTATES OF FRANK LUCAS
AKA FRANK M. LUCAS AND CAROLE S.
LUCAS AKA CAROLE SUNNY LUCAS
AKA CAROLE SUNNY GOODSON-
LUCAS,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS
C/A NO: 2012CP4006579

**AFFIDAVIT OF DILIGENT SEARCH
AND INQUIRY**

I, Kristine Kermode, an employee of ProVest Services LLC ("ProVest"), having been duly sworn on my oath, depose and state as follows:

1. That I am over the age of 18 and do not have an interest in the legal action captioned above.
2. That I have made a diligent search and inquiry to discover the current residence and whereabouts of the Subject named below by using data obtained from nationally recognized data aggregators as well as skip trace industry best practices and proprietary investigative techniques so that the Subject could be located and served with legal process in the above captioned legal action. After a diligent search and inquiry, the residence and whereabouts of the Subject are unknown to me.

SUBJECT/DEFENDANT NAME: MARC C. GOODSON

LAST KNOWN ADDRESS OF SUBJECT: 1748 ROMAIN DRIVE COLUMBIA SC 29210

The efforts made to locate the Subject, as are set forth with particularity below, are based on my personal knowledge and upon my review of ProVest's business records, which are memorandum, reports, records, or data compilations of acts and events made at or near the time by, or from information transmitted by, a person with knowledge, that are kept in the course of a regularly conducted ProVest business activity ("Business Records").

A: INQUIRY OF SOCIAL SECURITY INFORMATION:
SOCIAL SECURITY NUMBER ("SSN"): XXX-XX-XXXX

1. INQUIRY SHOWS SSN# WITH ADDRESSES OF:

1748 ROMAIN DRIVE COLUMBIA SC 29210

2. BANKRUPTCY SEARCH:

NO RECORD FOUND.

B: EMPLOYMENT SEARCH:

DURING A SEARCH FOR EMPLOYMENT OF OUR DEFENDANT NO ADDITIONAL EMPLOYMENT INFORMATION WAS PROVIDED PRIOR TO THE INVESTIGATION OR FOUND DURING THE INVESTIGATION.

C: INQUIRY OF ADDRESS:

1. Inquiry of neighbors at last known address:

(803) 750-4832 - RANG OVER 6 TIMES, NO ANSWER

(864) 480-9494 - RANG OVER 6 TIMES, NO ANSWER

2. Inquiry of relatives of Subject:

(845) 526-2605 - RANG OVER 6 TIMES, NO ANSWER

(864) 646-6949 - NO ANSWER

3. Tax collector's records in area where Subject was last known to reside:

NO VERIFIABLE RECORD FOUND.

D: TELEPHONE INFORMATION SEARCH:

1. Telephone listings in the last known location(s) of Subject's residence:

NO RECORD FOUND.

2. Statewide directory assistance search:

NO VERIFIABLE RECORD FOUND.

3. Other phone search:

(803) 220-5202 - DEFENDANTS PHONE, MESSAGE LEFT

(843) 680-6157 - BUSY SIGNAL

E: INQUIRY OF STATE DEPARTMENT OF MOTOR VEHICLES:

1. Driver license records in the state of Subject's last known address:

NO CURRENT RECORD FOUND.

2. Department of motor vehicles records in the state of Subject's last known address:

NO RECORD FOUND.

F: OTHER INQUIRIES:

1. Tax assessor's records in the area where Subject was last known to reside:

A SEARCH WAS COMPLETED ON THE PROPERTY ADDRESS AT 1748 ROMAIN DRIVE COLUMBIA SC 29210 AND IT WAS FOUND THAT LUCAS FRANK & CAROLE S IS THE OWNER OF THE PROPERTY. FURTHERMORE, THE MAILING ADDRESS OF THE SAID PROPERTY IS PO BOX 3821, COLUMBIA, SC 29230-3821.

2. Voter registration in area where the Subject was last known to reside:
NO RECORD FOUND.

3. U.S. POSTAL SERVICE CHANGE OF ADDRESS SEARCH: ProVest maintains records pertaining to searches for individuals made in the regular course of its business. Such records include inquiry into change of address records which are on file with the U.S. Postal Service. In this matter, ProVest's business records show that ProVest searched for a change of address record as to the following names and/or addresses with the following results:

1748 ROMAIN DRIVE | COLUMBIA | SOUTH CAROLINA | 29210 | RICHLAND COUNTY

NO CHANGE OF ADDRESS ORDER RECEIVED TO DATE.

4. Regulatory agencies for professional or occupational licensing:
NO RECORD FOUND.

5. Inquiry to determine if Subject is in military service:
Not on Active Duty; Did not leave Active Duty within the past 367 days; Has not been notified of a future call up to Active Duty

6. Nationwide masterfile death search:
NO RECORD FOUND.

7. Internet search:
GOOGLE- NO ADDITIONAL INFORMATION WAS FOUND. UNABLE TO DETERMINE IF THE REMAINING RECORDS PERTAIN TO OUR DEFENDANT.

FACEBOOK- NO VERIFIABLE PROFILE FOUND FOR THE DEFENDANT.

LINKEDIN- NO VERIFIABLE PROFILE FOUND FOR THE DEFENDANT.

G: CORRECTIONAL FACILITIES SEARCHES:

1. Federal prison records search:
NO RECORD FOUND.

2. Department of corrections in the state of Subject's last known address:
NO RECORD FOUND.

3. County jail records search in the county of Subject's last known address:
NO RECORD FOUND.

H: PUBLIC RECORDS SEARCH:

1. Marriage and divorce records search:
NO RECORD FOUND.

2. Traffic infraction search:
NO RECORD FOUND.

3. All other court searches:
NO ADDITIONAL INFORMATION FOUND.

I: ADDITIONAL EFFORTS MADE TO LOCATE SUBJECT:

NO ADDITIONAL INFORMATION FOUND.

J: ATTEMPTS TO SERVE PROCESS AND RESULTS:

My review of ProVest's Business Records indicates that, on different times and dates, service of process was attempted on the Subject by one or more Process Servers at the addresses, dates and times indicated below with the following results:

Process server attempted service at: 1748 ROMAIN DRIVE COLUMBIA, SC 29210.

Process server states: 4/13/2019 - PROPERTY IS A HOUSE WITH NO UTILITIES.

K: CONTACT WITH THE OCCUPANT OF PREMISES:

Process server attempted service at: 1748 ROMAIN DRIVE COLUMBIA, SC 29210.

Process server states: 4/13/2019 - PROPERTY IS A HOUSE WITH NO UTILITIES.

Under penalties of perjury, I, the Affiant, declare that I have read the foregoing Affidavit of Diligent Search and Inquiry and that the facts stated in it are true.

AFFIANT

Kristine Kermode

Kristine Kermode
ProVest Services LLC
4520 Seedling Circle
Tampa, FL 33614
(813) 250-6619

PV File# 4043.27117

Date APR 29 2019

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

APR 29 2019

Sworn (or affirmed) to and signed before me on _____ by Affiant.

Brie Gwaltney

Notary Public, State of Florida

Brie Gwaltney

Printed Name of Notary Public as Commissioned

(seal)



C Brie Gwaltney
Commission #FF932224
Expires: February 12, 2020
Bonded thru Aaron Notary

Personally known to me or Produced _____ as identification

EXHIBIT E- Affidavit of Diligent Search and Inquiry for Crawford, re: Amended Summons and
Complaint

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

WILMINGTON SAVINGS FUND SOCIETY,
FSB, AS TRUSTEE OF UPLOAD
MORTGAGE LOAN TRUST A
PLAINTIFF,

vs.

THE PERSONAL REPRESENTATIVES, IF
ANY, WHOSE NAMES ARE UNKNOWN,
OF THE ESTATES OF FRANK LUCAS
AKA FRANK M. LUCAS AND CAROLE S.
LUCAS AKA CAROLE SUNNY LUCAS
AKA CAROLE SUNNY GOODSON-LUCAS
DEFENDANT(S).

IN THE COURT OF COMMON PLEAS
C/A NO: 2012CP4006579

**AFFIDAVIT OF DILIGENT SEARCH
AND INQUIRY**

I, Tiara Tillman, an employee of ProVest Services LLC ("ProVest"), having been duly sworn on my oath, depose and state as follows:

1. That I am over the age of 18 and do not have an interest in the legal action captioned above.
2. That I have made a diligent search and inquiry to discover the current residence and whereabouts of the Subject named below by using data obtained from nationally recognized data aggregators as well as skip trace industry best practices and proprietary investigative techniques so that the Subject could be located and served with legal process in the above captioned legal action. After a diligent search and inquiry, the residence and whereabouts of the Subject are unknown to me.

SUBJECT/DEFENDANT NAME: JAMES C. CRAWFORD III

LAST KNOWN ADDRESS OF SUBJECT: 8 LONG RIDGE TRAIL PUTNAM VALLEY NY 10579

The efforts made to locate the Subject, as are set forth with particularity below, are based on my personal knowledge and upon my review of ProVest's business records, which are memorandum, reports, records, or data compilations of acts and events made at or near the time by, or from information transmitted by, a person with knowledge, that are kept in the course of a regularly conducted ProVest business activity ("Business Records").

**A: INQUIRY OF SOCIAL SECURITY INFORMATION:
SOCIAL SECURITY NUMBER ("SSN"): XXX-XX-XXXX**

1. **INQUIRY SHOWS SSN# WITH ADDRESSES OF:**
8 LONG RIDGE TRAIL PUTNAM VALLEY NY 10579

2. **BANKRUPTCY SEARCH:**
No record found.

B: EMPLOYMENT SEARCH:

NUTRA MANUFACTURING INC 864-297-1400- Used company directory, Defendant was not listed. There was no answer on Operator line.

No additional employment information was provided prior to the investigation or found during the Investigation.

C: INQUIRY OF ADDRESS:

1. **Inquiry of neighbors at last known address:**
No phone listings found for possible nearby neighbors.

2. **Inquiry of relatives of Subject:**
No phone listings found for possible relatives.

3. **Tax collector's records in area where Subject was last known to reside:**
845-526-2758- There was no answer.
845-528-8664- There was no answer.

D: TELEPHONE INFORMATION SEARCH:

1. **Telephone listings in the last known location(s) of Subject's residence:**
No additional record found for the defendant.

2. **Statewide directory assistance search:**
No record found for the defendant.

3. **Other phone search:**
845-287-9109- "We're sorry, your call could not be completed at this time."

E: INQUIRY OF STATE DEPARTMENT OF MOTOR VEHICLES:

1. **Driver license records in the state of Subject's last known address:**
No current record found.

2. **Department of motor vehicles records in the state of Subject's last known address:**
No current record found.

F: OTHER INQUIRIES:

1. Tax assessor's records in the area where Subject was last known to reside:
A SEARCH WAS COMPLETED ON THE PROPERTY ADDRESS AT 1748 ROMAIN DRIVE COLUMBIA SC 29210 AND IT WAS FOUND THAT LUCAS FRANK & CAROLE S ARE THE OWNERS OF THE PROPERTY. FURTHERMORE, THE MAILING ADDRESS OF THE SAID PROPERTY IS PO BOX 3821 COLUMBIA SC 29230.
2. Voter registration in area where the Subject was last known to reside:
No record found.
3. U.S. POSTAL SERVICE CHANGE OF ADDRESS SEARCH: ProVest maintains records pertaining to searches for individuals made in the regular course of its business. Such records include inquiry into change of address records which are on file with the U.S. Postal Service. In this matter, ProVest's business records show that ProVest searched for a change of address record as to the following names and/or addresses with the following results:
8 LONG RIDGE TRAIL | PUTNAM VALLEY | NY | 10579 | PUTNAM COUNTY
NO CHANGE OF ADDRESS ORDER RECEIVED TO DATE.
4. Regulatory agencies for professional or occupational licensing:
No record found.
5. Inquiry to determine if Subject is in military service:
No record found.
6. Nationwide masterfile death search:
No record found.
7. Internet search:
Google: No verifiable information found for the defendant.

Facebook: No verifiable record found for the defendant.

Linked in: No verifiable record found for the defendant.

G: CORRECTIONAL FACILITIES SEARCHES:

1. Federal prison records search:
NO RECORD FOUND.
2. Department of corrections in the state of Subject's last known address:
NO RECORD FOUND.
3. County jail records search in the county of Subject's last known address:

NO RECORD FOUND.

H: PUBLIC RECORDS SEARCH:

1. Marriage and divorce records search:
No marriage record found for the defendant.
2. Traffic infraction search:
No record found.
3. All other court searches:
No additional information found for the defendant.

I: ADDITIONAL EFFORTS MADE TO LOCATE SUBJECT:

NO ADDITIONAL INFORMATION FOUND.

J: ATTEMPTS TO SERVE PROCESS AND RESULTS:

My review of ProVest's Business Records indicates that, on different times and dates, service of process was attempted on the Subject by one or more Process Servers at the addresses, dates and times indicated below with the following results:

Process server attempted service at: 8 LONG RIDGE TRAIL PUTNAM VALLEY NY 10579
Process server states: THE PROPERTY IS VACANT. THE ELECTRIC IS OFF AND THERE IS NO FURNITURE INSIDE. THERE IS A PAD LOCK ON THE DOOR. THE GARAGE IS OPEN AND THERE IS ALL DEBRIS INSIDE.

Process server attempted service at: Possible Poe: Nutra Manufacturing Inc: 1050 Woodruff Rd
Greenville SC 29607

Process server states: SERVER WAS INFORMED BY HR AT THIS FACILITY THAT THEY DO NOT ALLOW SERVICE TO ANY EMPLOYEES ON SITE AND THEY COULD NOT VERIFY IF THE DEFENDANT WORKS HERE.

K: CONTACT WITH THE OCCUPANT OF PREMISES:

1748 ROMAIN DRIVE COLUMBIA SC 29210: No Service of Process was attempted for this defendant at the property address as JAMES C. CRAWFORD III is not the borrower defendant.

Under penalties of perjury, I, the Affiant, declare that I have read the foregoing Affidavit of Diligent Search and Inquiry and that the facts stated in it are true.

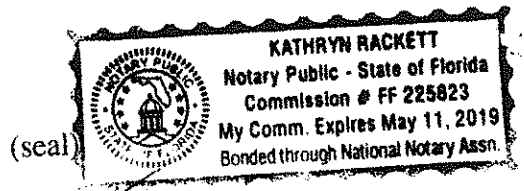
AFFIANT

Tiara Tillman
Tiara Tillman
ProVest Services LLC
4520 Seedling Circle
Tampa, FL 33614
(813) 250-6450
PV File# 4043.27117

5/7/2019
Date

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Sworn (or affirmed) to and signed before me on MAY - 7 2019 by Affiant.



[Signature]
Notary Public, State of Florida
Kath Rackett
Printed Name of Notary Public as Commissioned

Personally known to me or Produced _____ as identification

EXHIBIT F-Order of Publication for Amended Summons and Complaint

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
C/A NO.: 2012-CP-40-06579

Wilmington Savings Fund Society, FSB, as
Trustee of Upload Mortgage Loan Trust A,

Plaintiff,

vs.

The Personal Representatives, if any, whose names are unknown, of the Estates of Frank Lucas aka Frank M. Lucas and Carole S. Lucas aka Carole Sunny Lucas aka Carole Sunny Goodson-Lucas; James C. Crawford III, Marc C. Goodson, and any other Heirs-at-Law or Devisees of Frank Lucas aka Frank M. Lucas and Carole S. Lucas aka Carole Sunny Lucas aka Carole Sunny Goodson-Lucas, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe, and Associates First Capital Corporation, a Delaware Corporation, as successor by merger to Associates Financial Services Company, Inc.,

Defendants.

(File No. 4043.27117)

ORDER OF PUBLICATION

It appearing to my satisfaction from the Affidavit of Due and Diligent Search and the Complaint filed herein that a cause of action exists in favor of the Plaintiff against the Defendants herein; that the action is for a foreclosure of a certain mortgage covering real estate located in Richland County, State of South Carolina; and that the Defendants, **James C. Crawford III and Marc C. Goodson**, are not residents of the State of South Carolina or, if so, the present whereabouts of said Defendants are unknown and that the said Defendants are necessary parties

to the within action; now, therefore, on motion of Riley Pope & Laney, LLC, Attorney for Plaintiff, pursuant to S.C. Code Ann. §15-9-710 and §15-9-740 (1976), as amended,

IT IS ORDERED that the Summons herein, together with the notice of the filing thereof in the Office of the Clerk of Court for Richland County, South Carolina, be served upon the said Defendants by publication of same in the The Columbia Star, a newspaper published in Richland County, South Carolina, which newspaper is designated most likely to give notice to said Defendants, once a week for three consecutive weeks, and that a copy of the Summons and Complaint be forwarded to said Defendants by depositing same in the U.S. Mail, postage prepaid, addressed to the last known address of each Defendants. IT IS FURTHER ORDERED that a copy of the Notice of Pendency of Action be published once a week for three weeks along with publication of the Summons and Notices as hereinabove set forth.

AND IT IS SO ORDERED.

SIGNATURE PAGE TO FOLLOW



Richland Common Pleas

Case Caption: Wilmington Savings Fund Society FSB , plaintiff, et al vs Frank Lucas , defendant, et al
Case Number: 2012CP4006579
Type: Order/Publication

So Ordered

s/Jeanette W. McBride, Richland County Clerk of
Court by Alix Smith, Common Pleas Court Clerk

EXHIBIT G-Motion to Dismiss Counterclaims of Carole Lucas

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT
CASE NO.: 2012-CP-40-6579

HOUSEHOLD FINANCE
CORPORATION, II,

Plaintiff,

vs.

FRANK LUCAS a/k/a FRANK M. LUCAS,
CAROLE S. LUCAS a/k/a CAROLE SUNNY
LUCAS, ASSOCIATES FIRST CAPITAL
CORPORATION, a Delaware Corporation, as
successor by merger to Associates Financial
Services Company, Inc.

Defendants.

MOTION TO DISMISS
COUNTERCLAIMS

Plaintiff Household Finance Corporation II (“Household”), by and through undersigned counsel, hereby respectfully moves this Court for an Order dismissing the counterclaims filed by Defendant Carole S. Lucas, a/k/a Carole Sunny Lucas (“Ms. Lucas”) on the grounds that Ms. Lucas has passed away and no successor or representative of Ms. Lucas has moved for substitution within a reasonable time pursuant to Rule 25(a) of the South Carolina Rules of Civil Procedure. In support of its Motion, Household shows the Court the following:

1. On October 2, 2012, Household initiated the instant action.
2. On October 25, 2012, Ms. Lucas, through prior counsel filed and serve her Answer and Counterclaims, alleging violations of the Fair Credit Reporting Act, Breach of Fiduciary Duty, and Negligence.
3. On January 2, 2013, Household filed its Reply to Counterclaims in which it moved pursuant to Rule 12(b)(6) to dismiss the counterclaims, denied the allegations contained within the counterclaims, and asserted the affirmative defense of comparative negligence.
4. After the close of pleadings, the parties engages in written discovery and in 2014 agreed in principal upon terms to resolve all claims and counterclaims in this action.
5. Household drafted a settlement agreement and sent a copy to counsel for Ms. Lucas for review and execution. Household never received an executed copy of the settlement agreement.

6. Before a settlement agreement could be consummated, Ms. Lucas passed away. A copy of the obituary available through www.legacy.com, indicating a date of death of April 8, 2017, is attached hereto as **Exhibit 1**.

7. Rule 25(a)(1) of the South Carolina Rules of Civil Procedure reads:

**RULE 25
SUBSTITUTION OF PARTIES**

(a) Death.

(1) If a party dies and the claim is not thereby extinguished, the court may order substitution of the proper parties. The motion for substitution may be made by any party or by the successors or representatives of the deceased party and, together with the notice of hearing shall be served on the parties as provided in Rule 5 and upon persons not parties in the manner provided by Rule 4 for the service of summons. **If substitution is not made within a reasonable time, the action may be dismissed as to the deceased party.** Counsel of record for such deceased party shall give notice to all other parties of the death of such party as soon as practicable after obtaining such knowledge and of the name and address of the proper parties who should be substituted.

(emphasis added)

8. More than eighteen months have passed since the death of Ms. Lucas, and no successor or representative of the deceased party, or counsel on their behalf, have appeared or made a motion to substitute Ms. Lucas for the proper party in interest.

9. Substitution has therefore not been made within a reasonable time after Ms. Lucas' death.

10. Household is unable to proceed with its causes of action to reform the deed at issue in this action and foreclose its mortgage while Ms. Lucas' counterclaims are still pending.

WHEREFORE, Household respectfully requests that the Court enter an order dismissing the counterclaims asserted by Ms. Lucas with prejudice, and permit Household to proceed with its claims to reform the deed and foreclose the mortgage.

This the 24th day of October, 2018.

/s/ Rebecca K. Lindahl
Rebecca K. Lindahl
S.C. State Bar #78495
rebecca.lindahl@kattenlaw.com

Attorney for Plaintiff

OF COUNSEL:

KATTEN MUCHIN ROSENMAN LLP

550 South Tryon Street, Suite 2900

Charlotte, North Carolina 28202-4213

Telephone: (704) 344-3141

Facsimile: (704) 344 2277

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 24th day of October, 2018, I caused a copy of the foregoing to be duly served in accordance with the provisions of Rule 5 of the South Carolina Rules of Civil Procedure by Notice of Electronic Filing from the Richland County Clerk of Court, and/or by depositing the documents in the U.S. Mail, sufficient postage paid, to the following addresses:

William H. Edwards, Esq.
Moore Taylor
1700 Sunset Boulevard
West Columbia, SC 29169

Attorney for Carole S. Lucas

/s/ Rebecca K. Lindahl
Rebecca K. Lindahl
An attorney for Plaintiff

EXHIBIT H-Order Granting Motion to Counterclaims of Carole Lucas

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT
CASE NO.: 2012-CP-40-6579

HOUSEHOLD FINANCE
CORPORATION, II,

Plaintiff,

vs.

FRANK LUCAS a/k/a FRANK M. LUCAS,
CAROLE S. LUCAS a/k/a CAROLE SUNNY
LUCAS, ASSOCIATES FIRST CAPITAL
CORPORATION, a Delaware Corporation, as
successor by merger to Associates Financial
Services Company, Inc.

Defendants.

**ORDER GRANTING MOTION TO
DISMISS COUNTERCLAIMS**

This matter is before the undersigned on the Motion by Plaintiff Household Finance Corporation II (“Household”) to Dismiss the Counterclaims filed by Defendant Carole S. Lucas, a/k/a Carole Sunny Lucas (“Ms. Lucas”) on the grounds that Ms. Lucas has passed away and no successor or representative of Ms. Lucas has moved for substitution within a reasonable time pursuant to Rule 25(a) of the South Carolina Rules of Civil Procedure. Having considered the Motion, the record on file, and the argument of Counsel for Household, the Court makes the following findings of fact and conclusions of law:

1. On October 2, 2012, Household initiated the instant action.
2. On October 25, 2012, Ms. Lucas, through prior counsel filed and serve her Answer and Counterclaims, alleging violations of the Fair Credit Reporting Act, Breach of Fiduciary Duty, and Negligence.
3. On January 2, 2013, Household filed its Reply to Counterclaims in which it moved pursuant to Rule 12(b)(6) to dismiss the counterclaims, denied the allegations contained within the counterclaims, and asserted the affirmative defense of comparative negligence.
4. After the close of pleadings, the parties engages in written discovery and in 2014 agreed in principal upon terms to resolve all claims and counterclaims in this action.
5. Household drafted a settlement agreement and sent a copy to counsel for Ms. Lucas for review and execution. Household never received an executed copy of the settlement agreement.

6. Before a settlement agreement could be consummated, Ms. Lucas passed away.
7. Rule 25(a)(1) of the South Carolina Rules of Civil Procedure reads:

**RULE 25
SUBSTITUTION OF PARTIES**

(a) Death.

(1) If a party dies and the claim is not thereby extinguished, the court may order substitution of the proper parties. The motion for substitution may be made by any party or by the successors or representatives of the deceased party and, together with the notice of hearing shall be served on the parties as provided in Rule 5 and upon persons not parties in the manner provided by Rule 4 for the service of summons. If substitution is not made within a reasonable time, the action may be dismissed as to the deceased party. Counsel of record for such deceased party shall give notice to all other parties of the death of such party as soon as practicable after obtaining such knowledge and of the name and address of the proper parties who should be substituted.

8. More than eighteen months have passed since the death of Ms. Lucas, and no successor or representative of the deceased party, or counsel on their behalf, have appeared or made a motion to substitute Ms. Lucas for the proper party in interest.

The Court finds that Substitution has not been made within a reasonable time after Ms. Lucas' death. Good cause therefore exists to grant Household's motion to dismiss the counterclaims asserted by Ms. Lucas with prejudice.

WHEREFORE Ms. Lucas's counterclaims are hereby dismissed with prejudice. Household is permitted to proceed with its claims to reform the deed and foreclose the mortgage.

This the 25 day of February, 2019.

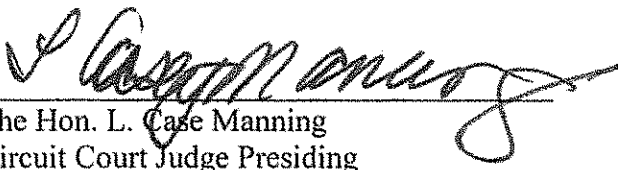

The Hon. L. Case Manning
Circuit Court Judge Presiding

EXHIBIT I-Order of Reference for the Amended Summons and Complaint

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
C/A NO.: 2012-CP-40-06579

Wilmington Savings Fund Society, FSB, as
Trustee of Upload Mortgage Loan Trust A,

Plaintiff,

vs.

The Personal Representatives, if any, whose names are unknown, of the Estates of Frank Lucas aka Frank M. Lucas and Carole S. Lucas aka Carole Sunny Lucas aka Carole Sunny Goodson-Lucas; James C. Crawford III, Marc C. Goodson, and any other Heirs-at-Law or Devises of Frank Lucas aka Frank M. Lucas and Carole S. Lucas aka Carole Sunny Lucas aka Carole Sunny Goodson-Lucas, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe, and Associates First Capital Corporation, a Delaware Corporation, as successor by merger to Associates Financial Services Company, Inc.,

Defendants.

(File No. 4043.27117)

ORDER OF REFERENCE

(Non-Jury)

Foreclosure Of Real Estate Mortgage

IT APPEARING that the above entitled case is an action for the foreclosure of a real estate mortgage and, pursuant to Rule 53(b) SCRPC, may be referred to the Master In Equity in the above entitled county by Order of the Clerk of Court; and,

IT IS HEREBY ORDERED that this matter is referred to Master In Equity for Richland County, to make his findings of fact and conclusions of law; to take testimony and to direct entry of final judgment in this action under Rule 53(b), SCRPC; to hear any issues, including motions, after sale or judgment including, but not limited to, the issuance of Supplemental Orders, Writs of Assistance and hearing of any issues involving possession and/or removal of property and appraisal proceedings under S.C. Code Ann. §29-3-680, et seq. (1976 SC Code of Laws, as amended). Any appeal from the final judgment entered by the Master in Equity shall be directly to the Supreme Court or Court of Appeals, as appropriate. Any judicial sale of the property subject to this action may be held on a day other than the regular judicial sale day; and

IT IS SO ORDERED.

SIGNATURE PAGE TO FOLLOW



Richland Common Pleas

Case Caption: Wilmington Savings Fund Society FSB , plaintiff, et al vs Frank Lucas , defendant, et al
Case Number: 2012CP4006579
Type: Order/Referred to Master or Special Referee

So Ordered

s/Jeanette W. McBride, by Virginia F. Belcher,
Chief Deputy Clerk of Court

EXHIBIT J-Record of Hearing

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
C/A NO.: 2012-CP-40-06579

Wilmington Savings Fund Society, FSB, as
Trustee of Upload Mortgage Loan Trust A,

Plaintiff,

vs.

The Personal Representatives, if any, whose
names are unknown, of the Estates of Frank
Lucas aka Frank M. Lucas and Carole S.
Lucas aka Carole Sunny Lucas aka Carole
Sunny Goodson-Lucas; James C. Crawford
III, Marc C. Goodson, and any other Heirs-
at-Law or Devisees of Frank Lucas aka Frank
M. Lucas and Carole S. Lucas aka Carole
Sunny Lucas aka Carole Sunny Goodson-
Lucas, Deceased, et al.,

Defendants.

RECORD OF HEARING

(Non-Jury)

(File No. 4043.27117)

Pursuant to the Order of Reference granted in the above titled case, a reference hearing was held on June 16, 2020 at 10:30 a.m., before the Honorable Joseph M. Strickland, as Master in Equity for Richland County.

Plaintiff is represented by Riley Pope & Laney, LLC. The following Defendant(s)/ Person(s) appeared at the hearing: Noone.

According to the Plaintiff's Affidavit of Debt, the Note and Mortgage are in default.

The original Lis Pendens was filed on October 2, 2012 and amended on April 11, 2019.

Affidavits, Acceptance of Services, or Order of Publication are filed herein and show that service of the Summons and Complaint was properly made upon all Defendants.

Pursuant to Rule 55(a), SCRPC, a Notice of Default showing the Defendants Associates First Capital Corporation, a Delaware Corporation, as successor by merger to Associates Financial Services Company, Inc., James C. Crawford III, and Marc C. Goodson are in default; and an Affidavit showing that no individual Defendants in default are in the military service of the United States of America, as contemplated under the Servicemembers' Civil Relief Act, 50 U.S.C. §3901 et seq. were or will be filed herein.

Pursuant to South Carolina Administrative Order 2011-05-02-01, a Certification of Exemption was or will be filed herein.

Plaintiff's attorney called the Court's attention to the documents below which were previously filed as Exhibits to the Complaint or subsequent pleadings, herein:

- a. Promissory Note
- b. Mortgage and Assignment(s)

Plaintiff's attorney presented copies of the following additional Exhibits, which were admitted into evidence along with the previously filed exhibits:

- a. Affidavit of Debt
- b. Affidavit of Attorney Fees
- c. Statement of Costs

Plaintiff established the total debt amount secured by the Note and Mortgage is \$141,868.69. Plaintiff established that the Note is in default for failure to make the March 1, 2012 payment and all subsequent payments.

Plaintiff is seeking the usual foreclosure of the first mortgage and has in the Complaint (or subsequently thereto in writing) waived the right to a personal or deficiency judgment.

Plaintiff asks that the Mortgage be foreclosed, that the property be sold at public auction in accordance with law, and that the sale be made subject to taxes and assessments, existing easements or restrictions, and any other senior encumbrances.

RILEY POPE & LANEY, LLC

s/ Jason M. Hunter
Jason M. Hunter, SC Bar #101501
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Plaintiff

Columbia, South Carolina
June 16, 2020 at 10:30 a.m.

EXHIBIT K-Order of Judgment of Foreclosure

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND
WILMINGTON SOCIETY, FSB, AS
TRUSTEE OF UPLAND MORTGAGE
LOAN TRUST A,

Plaintiff,

vs.

THE PERSONAL REPRESENTATIVES
IF ANY, WHOSE NAMES ARE
UNKNOWN, OF THE ESTATES OF
FRANK LUCAS AKA FRANK M.
LUCAS, ET AL.,

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO. 2012-CP-40-06579

ORDER DENYING DEFENDANT'S
NOTICE OF MOTION AND MOTION
TO SET ASIDE DEFAULT
AND TO SET ASIDE ENTRY OF
JUDGMENT OF FORECLOSURE

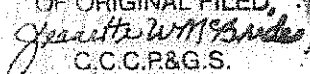
This matter before the court is Defendant's Counsel, Glenn Walters, Sr., Notice of Motion and Motion To Set Aside Default and To Set Aside Entry of Judgment of Foreclosure.

The Motion is denied.

IT IS SO ORDERED.

September 1, 2020


The Honorable Joseph M. Strickland
Master-in-Equity for Richland County

CERTIFIED TRUE COPY
OF ORIGINAL FILED,

C.C.P.&G.S.
RICHLAND COUNTY
SOUTH CAROLINA

ELECTRONICALLY FILED - 2020 Sep 01 1:15 PM - RICHLAND - COMMON PLEAS - CASE#2012CP4006579

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Wilmington Savings Fund Society, FSB, as
Trustee of Upload Mortgage Loan Trust A,

Plaintiff,

vs.

The Personal Representatives, if any, whose names are unknown, of the Estates of Frank Lucas aka Frank M. Lucas and Carole S. Lucas aka Carole Sunny Lucas aka Carole Sunny Goodson-Lucas; James C. Crawford III, Marc C. Goodson, and any other Heirs-at-Law or devisees of Frank Lucas aka Frank M. Lucas and Carole S. Lucas aka Carole Sunny Lucas aka Carole Sunny Goodson-Lucas, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe, and Associates First Capital Corporation, a Delaware Corporation, as successor by merger to Associates Financial Services Company, Inc.,

Defendants.

(File No. 4043.27117)

RILEY POPE & LANEY, LLC
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS

C/A NO.: 2012-CP-40-06579

**MASTER IN EQUITY'S ORDER OF
JUDGMENT OF FORECLOSURE AND
SALE DECREE**

(Non-Jury)

(Deficiency Waived)

Kelley Y. Woody, Esquire
Attorney for Defendants "John Doe" and
Guardian ad Litem for Defendants "Richard
Roe"

Pursuant to Rule 53 SCRPC, the above entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in this cause without further order of court. Any appeal from this Order shall be directly to the South Carolina Court of Appeals.

Pursuant to said Order of Reference a hearing was held on June 16, 2020, attended by attorneys for the Plaintiff. Exhibits were identified, offered and received into evidence. Based upon 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 October 2, 2012. An Amended Lis Pendens was filed on April 11, 2019.

2) The Summons and Complaint were filed on October 2, 2012. An Amended Summons and Complaint was filed on April 11, 2019.

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

4) The Defendants Associates First Capital Corporation, a Delaware Corporation, as successor by merger to Associates Financial Services Company, Inc. , James C. Crawford III , and Marc C. Goodson 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 James C. Crawford III and Marc C. Goodson 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, Frank Lucas and Carole S. Lucas a/k/a Carole Sunny Lucas made, executed and delivered a note ("Note") dated December 7, 1998, promising thereby to pay to the order of Fieldstone Mortgage Company the sum of One Hundred Ten Thousand Seven Hundred and 00/100 (\$110,700.00) Dollars, with interest at the rate of 12.250% per annum initially, with a current rate of 5.2500% 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, Frank Lucas and Carole S. Lucas made, executed, and delivered to Fieldstone Mortgage Company a certain real estate mortgage ("Mortgage") in writing, dated December 7, 1998, covering real property in Richland 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 Richland County on January

4, 1999, in Book 267 at Page 1463. Thereafter, by assignment recorded in the said ROD Office on January 31, 2006 in Book 1147 at Page 727, the said Fieldstone Mortgage Company assigned said mortgage to Household Finance Corporation II; thereafter, by assignment recorded on March 29, 2018 in Book 2290 at Page 3394, the mortgage was assigned to Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust A; thereafter, by assignment recorded on May 20, 2019 in Book 2394 at Page 3637, the mortgage was assigned to Plaintiff.

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) Thereafter, Frank Lucas aka Frank M. Lucas died intestate on December 16, 2012, leaving the subject property to his heirs at law or devisees, namely, Carole S. Lucas.

11) Thereafter, Carole S. Lucas aka Carole Sunny Lucas aka Carole Sunny Goodson-Lucas died intestate on April 4, 2017, leaving the subject property to her heirs at law or devisees, namely, James C. Crawford III and Marc C. Goodson; that the Defendants, James C. Crawford III and Marc C. Goodson, are the owners and holders of record title to the real property hereinabove described as of the date of the filing of the Notice of Pendency to this action.

12) The Personal Representative, if any, of the Estate of Frank M. Lucas and Carole S. Lucas aka Carole Sunny Lucas aka Carole Sunny Goodson-Lucas, is a Defendant in this action in such fiduciary capacity as representative of any person or entity that may be a creditor or claimant against such Estate, and by virtue of the powers granted by decedent's Will or by statute.

13) James C. Crawford III and Marc C. Goodson, and any unknown heirs or devisees of the Estate of Frank M. Lucas and Carole S. Lucas aka Carole Sunny Lucas aka Carole Sunny Goodson-Lucas, including any persons who may be in the military service of the United States of America, being a class designated as John Doe, and any unknown minors or persons under a disability being a class designated as Richard Roe are Defendants in this action by virtue of any interest claimed under the law of intestate succession (S.C. Code Ann. §62-2-109) or under decedent's Will.

14) Kelley Y. Woody, Esquire, a member of the South Carolina Bar, has been appointed Guardian ad Litem for each Defendant who are unknown persons, persons in the military service of the United States of America, designated as "John Doe"; unknown minors and persons under disability, constituted as a class designated as "Richard Roe", and has filed an answer, appeared and actively participated herein. The sum of \$500.00 is a reasonable fee to allow such Guardian

ad Litem for services rendered until final adjudication of this action, which fee shall constitute a cost of this action.

15) The Plaintiff is entitled to reformation of the legal description to reflect the most recent recorded Plat prepared for Lori G. Harshaw by Claude R. McMillan, Jr. dated October 21, 1991 and recorded in Plat Book 53 at Page 7009 to the legal description contained in Plaintiff's mortgage..

16) The legal description should read as follows:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being near the City of Columbia, County of Richland, State of South Carolina, being shown and designated as Lot 27 Block "D" on a plat of Riverside Park by William Wingfield, dated October 3, 1957, revised March 31, 1958, and recorded in the Office of the Clerk of Court for Richland County in Plat Book 10 at Pages 458 and 459; and being further shown on a plat prepared for Gerald Byron Knight and Claude R. McMillan, Jr., RLS dated June 1, 1977, recorded in the Office of the RMC for Richland County in Plat Book X at Page 8939. Most recently shown on that certain Plat prepared for Lori G. Harshaw by Claude R. McMillan, Jr. dated October 21, 1991 and recorded in Plat Book 53 at Page 7009.

17) 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.

18) The titleholders of record of the subject property as of the filing of the Lis Pendens in this action are James C. Crawford III and Marc C. Goodson.

19) 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.

20) 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. Based on the allegations in the Complaint that the subject loan is not eligible for HAMP modification, the Court finds that there are no HAMP issues to be resolved before foreclosure is ordered or the sale is commenced.

21) 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.

22) The Note payments which became due on March 1, 2012, 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.

23) The sum of \$4,540.00 is a reasonable fee to allow as attorney's fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Note and Mortgage. 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.

24) 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 1, 2012	\$99,894.33
Deferred Amount	\$8,159.91
(b) Interest from February 1, 2012 to February 10, 2020 at a current rate of 5.2500%	\$42,085.16
Accrued Interest from February 11, 2020 to June 16, 2020 at a rate of 5.2500%	\$1,824.99
(c) Advances	
Property Preservation	\$3,433.06
Additional Escrow: Haz	\$89.91
Escrow	\$3,946.98
Unapplied/Suspense	-\$28,195.40
Title Services	\$313.00
REO Hazard Premium/REO Property Tax Fee	\$1,840.27
(d) Costs of collection prior to hearing (service of process, filing fees, etc.)	\$3,936.48
(e) Attorneys Fee	\$4,540.00
Total debt secured by Note and Mortgage, including interest to date shown	\$141,868.69

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 5.2500% 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.

25) 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.

26) The following Defendant(s) claim(s) or may claim a 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:

Associates First Capital Corporation, a Delaware Corporation, as successor by merger to Associates Financial Services Company, Inc., by virtue of a mortgage given by Frank M. Lucas and Carole S. Lucas to Atlantic Mortgage Service, Inc. in the original principal amount of \$12,300.00, dated January 8, 1999, and recorded on January 21, 1999 in Book 273 at Page 450. This mortgage was assigned to Associates Financial Services Company, Inc. by assignment recorded March 29, 2001 in Book 499 at Page 1274. Any such interest in or lien upon the 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 and the mortgaged property should be ordered sold at public auction after due advertisement.

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

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 Court also finds that Plaintiff filed a Certification of Compliance with the Coronavirus Aid, Relief, and Economic Security Act as required by the May 6, 2020 Administrative Order, and is therefore in compliance with said Order.

5) 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 said mortgaged premises so sold, or any part thereof.

6) Pursuant to Rule 53, SCRPC, this Order shall constitute a final judgment.

7) The Plaintiff is granted reformation of the legal description to reflect the most recent recorded Plat prepared for Lori G. Harshaw by Claude R. McMillan, Jr. dated October 21, 1991 and recorded in Plat Book 53 at Page 7009 to the legal description contained in Plaintiff's mortgage..

8) There is due to the Plaintiff on the Note and Mortgage set forth in the Complaint the sum of \$141,868.69, as set out in the Findings of Fact *supra*.

9) 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 5.2500% 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.

10) The Defendants liable for the aforesaid judgment debt including interest at the rate of 5.2500% 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.

11) On default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, shall be sold by the Master in Equity, at public auction, at 12:00 p.m. at the County Courthouse in Richland, 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:

12) 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 twenty (20) 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).

13) Interest on the balance of the bid shall be paid through the day of compliance at the rate of 5.2500%.

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

15) 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.

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

17) 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 twenty (20) 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.

18) 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.

19) 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.

20) 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.

21) 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 Richland 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.

22) 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.

23) 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.M. C. 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.

24) 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.

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

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being near the City of Columbia, County of Richland, State of South Carolina, being shown and designated as Lot 27 Block "D" on a plat of Riverside Park by William Wingfield, dated October 3, 1957, revised March 31, 1958, and recorded in the Office of the Clerk of Court for Richland County in Plat Book 10 at Pages 458 and 459; and being further shown on a plat prepared for Gerald Byron Knight and Claude R. McMillan, Jr., RLS dated June 1, 1977, recorded in the Office of the RMC for Richland County in Plat Book X at Page 8939. Most recently shown on that certain Plat prepared for Lori G. Harshaw by Claude R. McMillan, Jr. dated October 21, 1991 and recorded in Plat Book 53 at Page 7009.

This being the same property conveyed unto Frank Lucas and Carole S. Lucas by deed of Timothy J. Harleson and Lori G. Harshaw dated July 14, 1995 and recorded July 20, 1995 in Deed Book D1268 at Page 919 in the Office of the RMC/ROD Office for Richland County, South Carolina; thereafter, Frank Lucas aka Frank M. Lucas died intestate on December 16, 2012, leaving the subject property to his heirs at law or devisees, namely, Carole S. Lucas; thereafter, Carole S. Lucas aka Carole Sunny Lucas aka Carole Sunny Goodson-Lucas died intestate on April 4, 2017, leaving the subject property to her heirs at law or devisees, namely, James C. Crawford III and Marc C. Goodson.

TMS No. 07410-03-07

Property Address: 1748 Romain Drive, Columbia, SC 29210

AND IT IS SO ORDERED.

SIGNATURE PAGE TO FOLLOW

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2012-CP-40-06579

Wilmington Savings Fund Society, FSB, as Trustee of Upload
 Mortgage Loan Trust A

PLAINTIFF

vs.

The Personal Representatives, if any, whose names are unknown,
 of the Estates of Frank Lucas aka Frank M. Lucas and Carole S.
 Lucas aka Carole Sunny Lucas aka Carole Sunny Goodson-
 Lucas; et al.,

DEFENDANTS.

Submitted by: Riley Pope & Laney, LLC Post Office Box 11412, Columbia, SC 29211	Attorney for Plaintiff
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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 # 07410-03-07; 1748 Romain Drive, Columbia, SC 29210

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 _____, 2020, and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 2020 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, SC 29211

Defendants:
Associates First Capital Corporation, a Delaware Corporation,
successor by merger to Associates Financial Services Company, Inc.
c/o its Registered Agent
The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE, 19801

James C. Crawford III
c/o Alison Crawford
8 Longridge Trail
Putnam Valley, NY, 10579

Marc C. Goodson
1748 Romain Drive
Columbia, SC, 29210

Kelley Y. Woody, Esquire
Attorney for Defendants "John Doe" and Guardian ad Litem for
Defendants "Richard Roe"
Post Office Box 6432
Columbia, SC 29260-6432

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), SCRCF.

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.



Richland Common Pleas

Case Caption: Wilmington Savings Fund Society FSB , plaintiff, et al vs Frank Lucas , defendant, et al
Case Number: 2012CP4006579
Type: Master/Order/Foreclosure & Sale and Form 4

It is so Ordered

s/Joseph M. Strickland, 3055

EXHIBIT L-Notice of Default

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Wilmington Savings Fund Society, FSB, as
Trustee of Upload Mortgage Loan Trust A,

Plaintiff,

vs.

The Personal Representatives, if any, whose
names are unknown, of the Estates of Frank
Lucas aka Frank M. Lucas and Carole S. Lucas
aka Carole Sunny Lucas aka Carole Sunny
Goodson-Lucas; et al.,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO.: 2012-CP-40-06579

NOTICE OF DEFAULT

(Non-Jury)

Foreclosure of Real Estate Mortgage

(File No. 4043.27117)

The Defendants herein named were duly served with the Summons and Complaint as required by Rule 4 SCRCF, 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 Associates First Capital Corporation, a Delaware Corporation, as successor by merger to Associates Financial Services Company, Inc., James C. Crawford III, and Marc C. Goodson; and

That Defendants Associates First Capital Corporation, a Delaware Corporation, as successor by merger to Associates Financial Services Company, Inc., James C. Crawford III, and Marc C. Goodson are now in default under Rules 6 and 55, SCRCF.

Kelley Y. Woody, Esquire, as Guardian ad Litem for all unknown minors and persons under a disability, constituted as a class designated as "Richard Roe", and as Attorney for all unknown persons and persons who may be in the military service of the United States of America, constituted as a class designated as "John Doe", filed an answer and is not in default.

RILEY POPE & LANEY, LLC

s/ Jason M. Hunter
Jason M. Hunter, SC Bar #101501
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Plaintiff

October 21, 2019
Columbia, South Carolina

EXHIBIT M-Defendants' Notice of Motion and Motion to Set Aside Judgment of Foreclosure

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

Wilmington Savings Fund Society,)
FSB, as Trustee of Upload Mortgage)
Loan Trust A,)

Case No.: 2012-CP-40-06579

Plaintiff,)

vs.)

The Personal Representatives,)
if any, whose names are unknown,)
of the Estates of Frank Lucas aka)
Frank M. Lucas; Carole S.)
Lucas aka Carole Sunny Goodson-)
Lucas; James C. Crawford, III;)
Marc C. Goodson, and any other)
Heirs-at-Law or devisees of Frank)
Lucas aka Frank M. Lucas and)
Carole S. Lucas aka Carole Sunny)
Goodson-Lucas, Deceased, their)
heirs, Personal Representatives,)
Administrators, Successors and)
Assigns, and all other persons)
entitled to claim through them;)
all unknown persons entitled to)
to claim through them; all unknown)
person with any right, title or)
interest in the real estate described)
herein; also any person who may be)
in the military service of the United)
States of America, being a class)
Designated as John Doe; and any)
unknown minors or persons under)
a disability being a class designated)
as Richard Roe; and Associates)
First Capital Corporation, a)
Delaware Corporation, as successor)
by merger to Associates Financial)
Services Company, Inc.,)
Defendants.)

**DEFENDANTS’
NOTICE OF MOTION AND MOTION
TO SET ASIDE DEFAULT AND
TO SET ASIDE ENTRY OF
JUDGMENT OF FORECLOSURE**

¹This Moton is filed only on the behalf of the Personal Representative for the Estate of Frank Lucas and The Estate of Carole Lucas.

TO: THE ABOVE-NAMED PLAINTIFF, THROUGH ITS ATTORNEYS:

YOU WILL PLEASE TAKE NOTICE that Defendant Personal Representative of the Estate of Frank Lucas and The Estate of Carole Lucas, by and through the undersigned attorney, will move before the presiding Judge of the above-captioned court, not earlier than ten days (10) after service of this Notice and Motion, or at a time scheduled by the Court hearing in this matter, pursuant to Rule 60(b)(4) and Rule (60(b)(3), SCRCP for an order setting aside the Judgment of Foreclosure that was entered in this matter on June 18, 2020.

The grounds for this motion are as follows:

GENERAL ALLEGATIONS THAT SUPPORT ALL GROUNDS:

1. This foreclosure action was commenced on October 2, 2012 by Household Finance Corporation II ["Household Finance"] against Frank Lucas a/k/a Frank M. Lucas and Carole Sunny Lucas et. al.
2. Mr. Frank M. Lucas died on December 16, 2012. Teri Lucas was appointed as the personal representative for Frank Lucas' intestate estate by the Richland County Probate Court in the year 2020, in case number 2020-ES-40-0093.
3. Carole Lucas died on April 04, 2017. Carole Lucas was represented by counsel during her lifetime, and her counsel was defending the action on her behalf during her lifetime, and she filed an Answer and Counterclaims on October 25, 2012. According to the Public Index, on October 24, 2018, the Court dismissed Carole Lucas' Answer and Counterclaims on the ground that no substitution of party occurred after her death.

4. At some point in the litigation, Plaintiff ["Wilmington Savings"] was allowed to substitute as the Plaintiff in this case, and it was allowed to file an Amended Summons and Complaint on April 11, 2019, bearing the above-referenced caption—over six and one half years after the original complaint was filed.²
5. On May 17, 2019, Plaintiff's counsel filed a Motion for Service by Publication. This Motion was unsworn and was not supported by any affidavits of due diligence.
6. Two Affidavits of Diligent Search and Inquiry pertaining to its inability to locate Defendants James C. Crawford III and Marc C. Goodson were filed on May 14, 2019. Of critical importance, neither of these affidavits pertained to the Personal Representatives of the Estates of Frank Lucas or Carole Lucas. Twenty-five minutes on the same day the Motion for Service by Publication was filed, the Clerk of Court for Richland County issued an Order of Publication allowing James C. Crawford III and Marc C. Goodson to be serviced by publication. Again, of critical importance, this Order of Publication did not pertain to the Defendant Personal Representative of the Estate of Frank Lucas or Defendant Personal Representative of the Estate of Carole Lucas.³
7. Although Plaintiff's counsel knew that Frank Lucas and Carole Lucas were deceased, he never petitioned the Probate Court for Richland County to appoint a Personal Representative for Frank Lucas' or Carole Lucas' Estate. Moreover,

²There is no order nor Motion on the Case's Public Index giving Plaintiff the authority to Amend the lawsuit in this case. This is not crucial procedural point for the purpose of this Motion. However, Movant does not waive the right to subsequently challenge this procedural aspect of the case. For this Motion only, Movant will work on the assumption the Plaintiff has property standing in the case and that it could substitute itself for the original Plaintiff.

³The Order of Publication referenced "Summons and Complaint". However, counsel is certain that this is an oversight and it should have said "Amended Summons and Amended Complaint."

Plaintiff never served the Amended Summons and Complaint on anyone of behalf of the Estates of Frank or Carole Lucas. Moreover, Plaintiff never served the Estate of Frank Lucas or the Estate of Carole Luca by publication.

8. On May 31, June 7, and June 14, 2019, publication of The Order Appoint Guardian Ad Litem for the John Does (potential defendants in the military) and the Richard Roes (potential minor or disabled Defendants) appeared in the Columbia Star, which is small newspaper for the County of Richland, State of South Carolina.
9. Attorney Kelly Y. Woody [“Attorney Woody”]⁴ was selected and appointed to represent the John Does and Richard Roes, which did not include the Estate of Frank Lucas and Estate of Carole Lucas, but her appointment stated.
10. On June 04, 2019, Attorney Woody answered the Amended Complaint only for an “[u]nknown Defendants Who May Be Minors or Under Legal Disability” and for “Any Unknown Defendants who may be in the Military Services of the United States of America”. Attorney Woody did not answer for the Estates of Frank and Carole Lucas.
11. Attorney Woody filed the Answer to the Amended Complaint just twelve days before the final hearing. She conducted no discovery in this matter.

⁴A casual search of the internet and the public index shows that the Plaintiff’s law firm recruits Attorney Woody quite often to serve as the GAL for unknown defendants in foreclosure cases. See, e.g., cases 2020-CP-40-02614; 2019-CP-40-01561; etc. This fact is stated because for some unknown reason, Attorney Woody did not appear at the final hearing after receiving notice of the hearing and after she filed a general denial answer. Movants questions whether Attorney Woody can be an independent, zealous advocate given her symbiotic business relations with Plaintiff’s law firm, and Movants research the right to raise the issue of “collusion” at the hearing of this Motion.

12. The Final Merits Hearing in this case occurred on June 16, 2020. Attorney Woody was served a Notice of Hearing via ECF on June 3, 2020. However, she did not appear at the Final Merits Hearing on June 16, 2020.
13. The two-page Record of Hearing that Plaintiff's Counsel filed in this matter on April 16, 2020 shockingly establishes that all the Defendants were denied a fair trial. Movant makes this assertion for the following reasons:
 - a. The Record of Hearing was filed on the same day of the hearing, just three hours after the hearing allegedly started. This suggests that the Plaintiff's counsel appeared at the "contested hearing" with the Record of Hearing already prepared—which suggests that he knew he would not be opposed by the GAL he selected to "zealously represent" the unknown parties' interest.
 - b. Although the Unknown Defendants were not in Default, the Plaintiff proceeded as if they were, and the Plaintiff did not call a single witness to testify. The Plaintiff called the Court's attention to the Promissory Note and Mortgage and Assignment (Note: no assignment is in the public index). However, Plaintiff counsel did not admit these documents and no foundation was laid for their admission.
 - c. Plaintiff offered no evidence to establish that the Plaintiff had standing in the foreclosure. *Hill v. S.C. Dep't. of Health & Envtl. Control*, 389 S.C. 1, 23, 698 S.E.2d 612, 623 (2010) ("Generally, a party must be a real party in interest to the litigation to have standing."); *S.C. Code Ann. § 36-3-301 (2006)*. Even though Plaintiff Wilmington Savings magically showed up in action as a Plaintiff after the case had been pending for almost seven years, Plaintiff's

counsel did not offer evidence to show that this “mysterious” Plaintiff had the right to bring the foreclosure action, and the Record of Hearing is completely silent on this issue.

- d. The GAL, Attorney Woody,² strangely did not appear at the hearing to perform her fiduciary obligation to defend the action for the unknown defendants.
- e. According to the Record of the Hearing, Defendant James C. Crawford III was in default. But the records shows that the Plaintiff served Defendant Crawford by publication in tiny newspaper in South Carolina called the Columbia Star, even when Plaintiff’s counsel knew that Defendant Crawford had a Putnam Valley, New York Address [publication must be made in a newspaper “likely to give notice to the person to be served.” *See, S.C. Code § 15-9-740*].

FIRST GROUND IN SUPPORT OF THE MOTION:

(Rule 60(b)(4), SCRCF)

Order is Void for Lack of Personal Jurisdiction

- 14. Movants incorporate by reference the allegations contained in paragraphs one through thirteen above to the extent necessary to support his ground for the motion.
- 15. The Court lacked personal jurisdiction over the Estates of Frank and Carole Lucas.
- 16. In a foreclosure proceeding, a Plaintiff has the option of pursuing the claim through the probate process, or the mortgagee Plaintiff can foreclose on the property by suing the decedent’s estate. *See, S.C. Code § 62-3-803(b)(1)*

(2012)[this provision carves out an exception for the mortgagor creditor and allows it to such to foreclose on the property rather than pursuing the claim through the probate procedural statutory scheme as long as it does not seek a deficiency judgment].

17. When the case was initially filed, both Frank Lucas and Carole Lucas were alive.
18. After the filing of the action, both Frank Lucas and Carole Lucas died.
19. Plaintiff opted to foreclose on the property in lieu of pursuing the claim through the probate court.
20. Plaintiff failed to have a Personal Representative for either estate appointment. Consequently, neither estate was served the Amended Summons and Amended Complaint, and neither estate was represented in the proceeding.
21. Additionally, once Frank Lucas and Carole Lucas died, the Court lost personal jurisdiction over them because the Plaintiff failed to follow the procedures in Rule 25, SCRCP, that would have enabled the Court to maintain personal jurisdiction in the original action by the way of substitution of a party for each of them.
22. Rule 25, SCRCP provides as the follows:

**RULE 25
SUBSTITUTION OF PARTIES**

(a) Death.

(1) If a party dies and the claim is not thereby extinguished, the court may order substitution of the proper parties. The motion for substitution may be made by any party or by the successors or representatives of the deceased party and, together with the notice of hearing shall be served on the parties as provided in Rule 5 and upon persons not parties in the manner provided by Rule 4 for the service of summons. If substitution is not made within a reasonable time, the action may be dismissed as to the deceased party. Counsel of record for such deceased party shall give notice to all other parties of the death of such party as soon as practicable after obtaining such knowledge and of the name and address of the proper parties who should be substituted.

23. After Frank Lucas and Carole Lucas died, Plaintiff had the option under *Rule 25(a)(1), SCRCP* to either to move to substitute “proper parties” for the deceased defendants. The Plaintiff failed to move to substitute party for the deceased defendants.
24. There is no order in the file establishing that the Court dismissed the deceased Defendants. However, after the Defendants died, the Court allowed the Plaintiff to amend the Complaint and delete both deceased Defendants from the caption as defendants. This is de facto proof that the original matter that was filed was dismissed as to the deceased Defendants. Consequently, once the matter was implicitly dismissed against the deceased Defendants, the Court did not have personal jurisdiction over the Defendants to allow an Amended Complaint to be filed against them in their representative capacities, i.e., because the procedural requirements in Rule 25, SCRCP had not been followed..
25. Plaintiff cannot contend that the Estates were substituted for the deceased Defendants because no motion was made and served as required by *Rule 25(a)(1), SCRCP*.
26. Having said all the above, the inescapable conclusion is that the Court did not have personal jurisdiction over the deceased Defendants’ Estates because said Defendants, as known defendants, were not served process or appointed a representative. “Without service of summons as required by the law, when not dispensed with by acceptance, appearance, or in some other way, the court has no jurisdiction of the party, and the judgment in such case is a nullity; and where the

want of jurisdiction appears the judgment may be treated as a nullity wherever it is met with.” *Ferguson & Miller v. Gilbert & Co.*, 17 S.C. 26, 31 (1882).

27. In that the Court did not have personal jurisdiction over The Estates of Frank and Carole Lucas, the Judgement of Foreclosure that was entered by the Court on June 18, 2020 is void and relief should be granted under Rule 60(b)(4).

SECOND GROUND IN SUPPORT OF THE MOTION:

(Rule 60(b)(3), SCRCP

Misrepresentation or other Misconduct of an Adverse Party

28. Movants incorporate by reference the allegations contained in paragraphs one through thirteen above to the extent necessary to support his ground for the motion.
29. At the final hearing in the case on June 16, 2020, Counsel for the Plaintiff represented to the Court that the “[a]ffidavits, Acceptance of Services, or Order of Publication” that were filed in the case showed that the Summons and Complaint were properly made on all Defendants. This representation was not true for the following reason: The Amended Summons and Complaint were the pleadings before the Court during the final hearing. Therefore, the issue before the Court was whether the Amended Summons and Complaint properly served on all Defendants. During the final hearing, the Plaintiff’s counsel failed to inform the Court that the Order for Publication did not apply to the Estates of Frank and Carole Lucas. Counsel for Plaintiff knew or show have known that the Order of Publication did not pertain to the Estates of Frank and Carole Lucas because the Affidavits of Due Diligence used to acquire the Order of Publication before the Clerk of Clerk referred only to Defendants Goodson and Crawford, and the said

Affidavits of Due Diligence did not allege any due diligence in an effort to search the Estates of Frank and Carole Lucas. Therefore, the Plaintiff's assertion at the final hearing that all Defendants were properly served was a material misrepresentation of fact to the court, either expressly or implicitly (by not informing the Court).

30. Although the Record of Hearing in the case states, that only Defendants First Capital Corporation, Crawford, and Goodson were in default, Plaintiff's counsel proceeded at the trial of the matter on June 16, 2020 as if the Estates of Frank Lucas and Carole Lucas were also in default. The Estates could not have been in default because they had not been served the Amended Summons and the Amended Complaint. Additionally, Defendants Doe and Roe were not in default because an Answer had been filed by the GAL on their behalf. Therefore, to the extent that the Plaintiff's counsel failed to inform the Court that the matter was contested, Plaintiff counsel's conduct was disingenuous and such conduct prejudiced the Defendant Estates and such other misconduct supports relief from the Judgment of Foreclosure under Rule 60(b)(3), SCRCP.
31. Additionally, the fact that the Plaintiff's counsel selected a small, local paper to serve Defendant Crawford when he knew that Defendant Crawford had a Putnam Valley, New York Address is also misconduct because publication must be made in a newspaper "likely to give notice to the person to be served." *See, S.C. Code § 15-9-740*. There was no way Crawford would have had any reason to read the Columbia Star. To that end, Plaintiff, through its counsel, committed misconduct by intentionally violating *S.C. Code § 15-9-740*, which gave Plaintiff an unfair

and unconstitutional advantage in the litigation, i.e., it violated the Defendants procedural due process rights to a fair trial and right to notice.

32. The misrepresentations and the misconduct are grounds for Court to grant the Movants relief from the Judgment of Foreclosure.

THIRD GROUND IN SUPPORT OF THE MOTION:

(Rule 60(b)(5), SCRCF

Violations of Movant's Right to Due Process

33. Movants incorporate by reference the allegations contained in paragraphs one through thirteen above to the extent necessary to support his ground for the motion.
34. The lack of notice to the Defendants and the overall way in which the Plaintiff counsel litigated this case deprived the Movants of their constitutional rights of due process as protected by the state and federal constitutions.
35. For this reason, the Judgment of Foreclosure show be set aside under Rule 60(b)(5), SCRCF because it is no longer equitable that the judgment should have prospective application due to the manifest unfairness of the overall proceedings.

FOURTH GROUND IN SUPPORT OF THE MOTION:

(Rule 60(b)(4), SCRCF

The Judgment is void for lack of subject matter jurisdiction

36. Movants incorporate by reference the allegations contained in paragraphs one through thirteen above to the extent necessary to support his ground for the motion.
37. Plaintiffs waited almost seven years to file an Amended Summons and Complaint in this matter.

38. Because Defendants Carole Lucas and GAL for the Unknown Defendants had filed responsive pleadings, Plaintiff was required to file a Motion and obtain an order/leave of Court to Amend the Summons and Complaint. *See, Rule 15(a), SCRCP*. No such Motion or Order appears in the public index.
39. Therefore, since no leave to amend was acquired from the Court, this Court should strike the Amended Pleadings, which means the Court would not have had subject matter jurisdiction over the matters raised in the Amended Complaint. *See, Helms vs. Helm, 345 S.C. 720, 721-722 (1986).*⁵
40. Plaintiff did not consult with the opposing attorney in this case because it would serve no useful purpose.

WHEREFORE, for the reasons outlined in this Motion and based upon the arguments to be presented at the hearing of this Motion, Defendants seek the following relief:

- a. For an order setting aside the Judgment of Foreclosure in this case.
- b. For an striking the Amended Summons and Complaint in this matter.
- c. For such further relief this Court deems just and proper.

At Orangeburg, SC

Dated: August 21, 2020

/s/ Glenn Walters, Sr.
 GLENN WALTERS, Sr., Esquire
 1910 Russell Street (29115)
 Post Office Box 1346
 Orangeburg, SC 29116
 Ph: 803 531-8844
 Fax: 803 531-3628

Attorney for Defendants Personal
 Representative for the Estate of Frank Lucas

⁵The holding in this case was based on the statutory that was in existence before the Rules of Civil Procedure became effective in 1985. However, the reasoning still applies after 1985.

and the Estate of Carole Lucas

EXHIBIT N-Notice Denying Defendant's Motion to Set Aside Judgment of Foreclosure

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

WILMINGTON SOCIETY, FSB, AS
TRUSTEE OF UPLOAD MORTGAGE
LOAN TRUST A,

Plaintiff,

vs.

THE PERSONAL REPRESENTATIVES
IF ANY, WHOSE NAMES ARE
UNKNOWN, OF THE ESTATES OF
FRANK LUCAS AKA FRANK M.
LUCAS, ET AL.,

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO. 2012-CP-40-06579

ORDER DENYING DEFENDANT'S
NOTICE OF MOTION AND MOTION
TO SET ASIDE DEFAULT
AND TO SET ASIDE ENTRY OF
JUDGMENT OF FORECLOSURE

This matter before the court is Defendant's Counsel, Glenn Walters, Sr., Notice of Motion and Motion To Set Aside Default and To Set Aside Entry of Judgment of Foreclosure.

The Motion is denied.

IT IS SO ORDERED.

September 1, 2020



The Honorable Joseph M. Strickland
Master-in-Equity for Richland County

EXHIBIT O-Notice of Appeal

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Joseph M. Strickland, Master-in Equity

Case No. 2012-CP-40-06579

RECEIVED

Sep 04 2020

SC Court of Appeals

Wilmington Savings Fund Society,
FSB, as Trustee of Upload Mortgage
Loan Trust A,

Respondent,

vs.

The Personal Representatives, if any, whose names
are unknown, of the Estates of Frank Lucas aka
Frank M. Lucas; Carole S. Lucas aka Carole Sunny Goodson-
Lucas,

Appellants.

AMENDED PROOF OF SERVICE

I, Glenn Walters, certify that I have caused a copy of the **NOTICE OF APPEAL** to be served on the parties' attorney of record on September 4, 2020 on the below as follows:

Heidi B Carey, Esquire	PO Box 11412 Columbia SC 29211
Richard L. Farley, Esquire	550 S. Tryon St. Suite 2900 Charlotte NC 28202
Stephanie M. Huggins, Esquire	2838 Devine Street Columbia SC 29205
Jason Mark Hunter, Esquire	2838 Devine Street Columbia SC 29201
Gene Trotter, Esquire	2 Cedarwood Lane Columbia SC 29205
Kelley Y. Woody, Esquire	P.O. Box 6432 Columbia SC 29260
Rebecca Kinlein Lindahl, Esquire	550 S. Tryon St., Ste. 2900 Charlotte NC 28202

At e-mail: kting@rplfirm.com (Riley & Pope) and faxed to 803-239-1414 (Riley & Pope)
AND

I served the undersigned on September 4, 2020 by e-mail at
CORNELIUS.FRISTELLA@richlandcountysc.gov and by fax (803) 576-1865 as follows:

The Honorable Joseph M. Strickland
Richland County
Master In Equity

At Orangeburg, SC

Dated: September 4, 2020

/s/ Glenn Walters, Sr.
GLENN WALTERS, Sr., Esquire
1910 Russell Street (29115)
Post Office Box 1346
Orangeburg, SC 29116
Ph: 803 531-8844
Fax: 803 531-3628

Representative for the Estate of Frank
Estate of Carole Lucas

Attorney for Defendants Personal

Lucas and the

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
WILMINGTON SOCIETY, FSB, AS
TRUSTEE OF UPLOAD MORTGAGE
LOAN TRUST A,

Plaintiff,

vs.

THE PERSONAL REPRESENTATIVES
IF ANY, WHOSE NAMES ARE
UNKNOWN, OF THE ESTATES OF
FRANK LUCAS AKA FRANK M.
LUCAS, ET AL.,

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO. 2012-CP-40-06579


ORDER DENYING DEFENDANT'S
NOTICE OF MOTION AND MOTION
TO SET ASIDE DEFAULT
AND TO SET ASIDE ENTRY OF
JUDGMENT OF FORECLOSURE

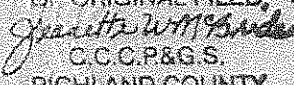
This matter before the court is Defendant's Counsel, Glenn Walters, Sr., Notice of Motion and Motion To Set Aside Default and To Set Aside Entry of Judgment of Foreclosure.

The Motion is denied.

IT IS SO ORDERED.

September 1, 2020


The Honorable Joseph M. Strickland
Master-in-Equity for Richland County

CERTIFIED TRUE COPY
OF ORIGINAL FILED,

C.C.P.&G.S.
RICHLAND COUNTY
SOUTH CAROLINA

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EXHIBIT P-Order Appointing GAL

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Wilmington Savings Fund Society, FSB, as
Trustee of Upload Mortgage Loan Trust A,

Plaintiff,

vs.

The Personal Representatives, if any, whose names are unknown, of the Estates of Frank Lucas aka Frank M. Lucas and Carole S. Lucas aka Carole Sunny Lucas aka Carole Sunny Goodson-Lucas; James C. Crawford III, Marc C. Goodson, and any other Heirs-at-Law or Devisees of Frank Lucas aka Frank M. Lucas and Carole S. Lucas aka Carole Sunny Lucas aka Carole Sunny Goodson-Lucas, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe, and Associates First Capital Corporation, a Delaware Corporation, as successor by merger to Associates Financial Services Company, Inc.,

Defendants.

(File No. 4043.27117)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2012-CP-40-06579

**ORDER APPOINTING COUNSEL FOR
"JOHN DOE" AND GUARDIAN AD
LITEM FOR "RICHARD ROE" AND
ORDER FOR PUBLICATION ON
UNKNOWN PERSONS**

It appearing to the satisfaction of the Court, upon reading the Motion for the Appointment of Kelley Y. Woody, Esquire as Attorney for all unknown persons and persons who may be in the military service of the United States of America (which are constituted as a class designated as "John Doe") and as Guardian ad Litem for any unknown minors and persons who may be under a disability (which are constituted as a class designated as "Richard Roe"), it is

ORDERED that, pursuant to Rule 17, SCRCP, Kelley Y. Woody, Esquire is appointed as Attorney on behalf of all unknown persons and persons who may be in the military service of the United States of America (constituted as a class and designated as "John Doe"), and as Guardian

ad Litem on behalf of all unknown minors or persons under a disability (constituted as a class and designated as "Richard Roe"), all of which have or may claim to have some interest in the property that is the subject of this action, commonly known as 1748 Romain Drive, Columbia, SC 29210, that Kelley Y. Woody, Esquire is empowered and directed to appear on behalf of and represent all unknown persons and persons who may be in the military service of the United States of America, constituted as a class and designated as "John Doe", all unknown minors and persons under a disability, constituted as a class and designated as "Richard Roe", unless the Defendants, or someone acting on their behalf, shall, within thirty (30) days after service of a copy of this Order as directed below, procure the appointment of an Attorney, Guardian or Guardians ad Litem for the Defendants constituted as a class designated as "John Doe" or "Richard Roe".

IT IS FURTHER ORDERED that a copy of this Order shall be served upon the unknown Defendants, John Doe, and Richard Roe by publication in The Columbia Star, a newspaper of general circulation in the County of Richland, State of South Carolina, once a week for three (3) consecutive weeks, together with the Summons in the above entitled action.

IT IS FURTHER ORDERED that Kelley Y. Woody, Esquire's representation in connection with this matter will conclude upon the filing of an Order ending this case.

IT IS SO ORDERED.

SIGNATURE PAGE TO FOLLOW



Richland Common Pleas

Case Caption: Wilmington Savings Fund Society FSB , plaintiff, et al vs Frank Lucas , defendant, et al
Case Number: 2012CP4006579
Type: Order/Appointment Of Guardian Ad Litem

So Ordered

s/Jeanette W. McBride, Richland County Clerk of
Court by Alix Smith, Common Pleas Court Clerk

EXHIBIT Q-GAL Answer to Amended Complaint and Consent for Reference

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

CIVIL ACTION NO: 2012-CP-40-06579

WILMINGTON SAVINGS FUND SOCIETY,
FSB, AS TRUSTEE OF UPLOAD MORTGAGE
LOAN TRUST A,

PLAINTIFF,

v.

ANSWER AND CONSENT TO
REFERENCE TO THE AMENDED
COMPLAINT FOR JOHN DOE AND
RICHARD ROE

THE PERSONAL REPRESENTATIVE, IF
ANY, WHOSE NAME IS UNKNOWN, OF
THE ESTATES OF FRANK LUCAS AKA
FRANK M. LUCAS AND CAROLE S. LUCAS
AKA CAROLE SUNNY LUCAS AKA CAROLE
SUNNY GOODSON-LUCAS, ET AL,

DEFENDANTS.

The undersigned Appointed Guardian ad Litem for any Unknown Defendants Who May be Minors or Under Legal Disability and Appointed Attorney for any Unknown Defendants who May be in the Military Service of the United States of America (Unknown Defendants) does hereby answer the Amended Complaint as follows:

1. That, unless specifically admitted or qualified or explained herein, all allegations of the Amended Complaint are denied and strict proof thereof is demanded;
2. That the Unknown Defendants lack sufficient information at this time to make a determination as to the other allegations set forth in the Amended Complaint and therefore hereby deny all such allegations with leave to amend her Answer if new information is forthcoming;
3. The Unknown Defendants consent to having this matter referred to the Master in Equity for Richland County, or a Special Referee as deemed appropriate by the Court, pursuant to Rule 53(b) SCRPC (as amended);

WHEREFORE, having fully answered, the Unknown Defendants pray that the Court inquire unto the matters set forth herein, determine and protect the priorities of the parties, and for such other and further relief as may be just and proper.

Columbia, South Carolina

6/4, 2019

s/ Kelley Y. Woody
Kelley Y. Woody (SC Bar# 7307)
Guardian ad Litem Nisi and/or
Attorney for John Doe and Richard Roe
P.O. Box 6432
Columbia, South Carolina 29260
(803) 787-9678 kwoody@sc.rr.com

ELECTRONICALLY FILED - 2019 Jun 04 4:06 PM - RICHLAND - COMMON PLEAS - CASE#2012CP4006579

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Joseph M. Strickland, Master-in Equity

Case No. 2012-CP-40-06579

Wilmington Savings Fund Society,
FSB, as Trustee of Upload Mortgage
Loan Trust A,
Respondent,

RECEIVED
Sep 04 2020
SC Court of Appeals

vs.

The Personal Representatives, if any, whose names
are unknown, of the Estates of Frank Lucas aka
Frank M. Lucas; Carole S. Lucas aka Carole Sunny Goodson-
Lucas,
Appellants.

PROOF OF SERVICE

I, Glenn Walters, certify that I have caused a copy of the **WRIT OF SUPERSEDEAS** to be served on the parties' attorney of record on September 4, 2020 on the below as follows:

Heidi B Carey, Esquire	PO Box 11412 Columbia SC 29211
Richard L. Farley, Esquire	550 S. Tryon St. Suite 2900 Charlotte NC 28202
Stephanie M. Huggins, Esquire	2838 Devine Street Columbia SC 29205
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Rebecca Kinlein Lindahl, Esquire	550 S. Tryon St., Ste. 2900 Charlotte NC 28202

At e-mail: kting@rplfirm.com (Riley & Pope) and faxed to 803-239-1414 (Riley & Pope)

AND

I served the undersigned on September 4, 2020 by e-mail at CORNELIUS.FRISTELLA@richlandcountysc.gov and by fax (803) 576-1865 as follows:

The Honorable Joseph M. Strickland
Richland County
Master In Equity

At Orangeburg, SC

Dated: September 4, 2020

/s/ Glenn Walters, Sr.
GLENN WALTERS, Sr., Esquire
1910 Russell Street (29115)
Post Office Box 1346
Orangeburg, SC 29116
Ph: 803 531-8844
Fax: 803 531-3628

Attorney for Defendants Personal

Representative for the Estate of Frank
Lucas and the Estate of Carole Lucas