

THE STATE OF SOUTH CAROLINA
In the South Carolina Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

RECEIVED

DEC 14 2020

The Honorable James O. Spence, Master In Equity

SC Court of Appeals

Case No. 2016-CP-32-04163

Valarie Drafts; Veronica Drafts; and
Tarance F. Drafts, III.....Respondents.

Vs.

R.O. Levy, South Carolina Dwpartment
Of Revenue; The United States of America;
Batesville Casket Company, Defendants.....Defendants.

Of whom R.O. Levy is the Appellant

RECORD ON APPEAL

Joseph Henry
113 Walters Road
Irmo, South Carolina 29063
(803) 407-7347
Attorney for Appellants

Warren Herndon
218 E. Main Street
Lexington, South Carolina 29072
(803) 799-9772
Attorney for Respondents

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STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
) Civil Action No.: 2016-CP-32-04163
 COUNTY OF LEXINGTON)

Valerie Drafts; Veronica Drafts; and)
 Tarance F. Drafts, III,)
)
 Plaintiff,)

vs.)

R.O. Levy, South Carolina Department of)
 Revenue; The United States of America;)
 Batesville Casket Co.,)
)
 Defendant(s).)

MASTER'S ORDER

Deficiency Demanded

To: Warren R. Herndon, Jr., Esquire, Mr. Thomas B. Levy, Esquire, George J. Conits, Esquire, Donald E. Rothwell, Esquire, Sean G. Ryan, Esquire

Pursuant to Rule 53, South Carolina Rules of Civil Procedure, the above entitled matter was referred to the undersigned to make appropriate findings of facts and conclusions of law with authority to enter a final judgment in the cause. Any appeal from this Order is to the Supreme Court.

This is a foreclosure case involving two mortgages held by the Plaintiff. Plaintiff's Complaint referenced three Mortgages, but Plaintiff presented evidence that only two Mortgages are open.

Defendant R.O. Levy is represented by Thomas B. Levy, Esquire. The United States of America is represented by George J. Conits, Esquire, Batesville Casket Co. is represented by Donald J. Rothwell, Esquire and the South Carolina Department of Revenue is represented by Sean G. Ryan, Esquire. None of the Defendants or their counsel appeared at the hearing.

Pursuant to the said Order of Reference a hearing was held, attended by Warren R. Herndon, the attorney for the Plaintiffs, the testimony was taken, which is herewith reported, and from the testimony and evidence, I find, conclude and order as follows:

FINDINGS

1. The Lis Pendens was filed on December 9, 2016

2. The Summons and Complaint were filed on December 9, 2016.

3. Service was made upon the defendants named in this Order as is shown by the proofs of service filed herein.

4. According to the affidavit filed herein, no defendant(s) in default are in the Military Service of the United States of America, as contemplated under the Soldiers' and Sailors' Civil Relief Act of 1940 and any amendments thereto.

5. Attorneys of record were notified of the time, date, and place of hearing in this matter.

6. Plaintiffs rely upon section 36-3-309 Code of Laws of South Carolina in that the original notes referenced in this action could not be found. Based upon the testimony of Tarance Drafts, III, the Court finds that the notes are lost but does also find that, based upon the testimony of Mr. Drafts as well as that of Henrietta Gill, that the Plaintiffs are the holders and that the terms of the note were effectively proven. None of the defendants have presented evidence to the contrary. The court further finds that Defendant R.O. Levy is adequately protected from a claim by another person to enforce the instrument as this order would serve to preclude suit by a third party.

7. Although the original Note was not produced, Plaintiffs produced evidence that for value received, R.O. Levy, made, executed, and delivered a certain Promissory Note dated September 29, 1999, promising thereby to pay to the order of Tarance Drafts, the sum of \$120,000.00 with interest at 11.0% per annum as stated in the Note.

8. To better secure the payment of the note described above, the said R.O. Levy, made, executed and delivered to Tarance Drafts, a mortgage in writing dated September 29, 1999, covering real property in Lexington County, which is the same as that described in the Complaint. The mortgage was recorded on September 29, 1999, and is of record in the office of the ROD for Lexington County in Book 5466 at Page 0074. Said mortgage was assigned to the

Plaintiffs in Book 18825 at Page 265. Upon receiving testimony concerning the death of the original Mortgagee and documentation of the estate of Tarance Drafts, the Court finds that said assignment effectively transferred the Note and Mortgage to the Plaintiffs.

9. Although the original Note was not produced, Plaintiffs produced evidence that for value received, R.O. Levy, made, executed, and delivered a certain Promissory Note dated September 29, 1999, promising thereby to pay to the order of Tarance Drafts, the sum of \$15,000.00 with interest at 9.0% per annum as stated in the Note.

10. To better secure the payment of the note described above, the said R.O. Levy, made, executed and delivered to Tarance Drafts, a mortgage in writing dated September 29, 1999, covering real property in Lexington County, which is the same as that described in the Complaint. The mortgage was recorded on September 29, 1999, and is of record in the office of the ROD for Lexington County in Book 5466 at Page 0078. Said mortgage was assigned to the Plaintiffs in Book 18825 at Page 264. Upon receiving testimony concerning the death of the original Mortgagee and documentation of the estate of Tarance Drafts, the Court finds that said assignment effectively transferred the Note and Mortgage to the Plaintiffs.

11. The mortgages constitute first and second liens on the mortgaged premises.

12. The title holder of record in and to the subject property as of the filing of the lis pendens in this action is R.O. Levy, who is the original mortgagor.

13. Payment due on the Notes has not been made as provided for in the Notes, and the Plaintiffs, as the holders thereof, have elected to accelerate payment of the entire indebtedness and have placed the Notes and Mortgages in the hands of the attorney herein for collection.

14. The sum of \$3,000.00 is a reasonable fee to allow as attorney fees for plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action under the terms of the note and mortgage.

15. Plaintiffs presented as their record keeper, Henrietta Gill. Testimony was taken to show that Ms. Gill had been employed by Tarance Drafts (the original mortgagee) as

well as his wife and children to maintain the payment records. Ms. Gill produced a letter of June 14, 2016, to Defendant setting out demand for \$282,368.99. Said demand was neither paid nor disputed according to testimony. Ms. Gill also produced for the record her summary showing the total due on the two notes to be \$374,806.88 as of January 1, 2019.

16. Upon review of the testimony of Attorney Henrietta Gill, the court finds that the amount due and owing on the note, with interest at the rate provided in the note, and other costs and expenses of collection, including an attorney's fee secured by the note and mortgage is as follows:

a.	Total due – January 1, 2019	\$374,806.88
b.	Costs of collection prior to hearing	383.00
c.	Attorney's fees	3,000.00

TOTAL DEBT secured by note and mortgage including interest to date shown:	\$378,189.88
--	---------------------

Interest for the period from the date shown in (b), above through the date of this judgment at above stated rate to be added to the above stated "total debt" to comprise the amount of the judgment debt entered herein and interest after the date of judgment at the rate of 9.0% 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.

17. The plaintiff is seeking foreclosure of the mortgage and has in the complaint, expressly demanded a personal or deficiency judgment pursuant to Rule 71(b) South Carolina Rules of Civil Procedure, but reserved the right to waive same at any time prior to sale.

18. The below referenced Defendants claim or may claim a lien upon or interest in the subject property, the validity, priority and amount of any such lien claim will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c) South Carolina Rules of Civil Procedure. The said Defendants and such claims or liens are as follows:

a. South Carolina Department of Revenue by virtue of Tax Lien (#3-51818571-5) against Reuben O. Levy in the amount of \$1,225.50 dated March 12, 2015 and recorded March 20, 2105 in Book 17525 at page 249.

b. The United States of America by virtue of a Notice of Lien for Fine and/or Restitution imposed pursuant to the Anti-Terrorism and Death Penalty Act of 1996 against Reuben Odell Levy, Jr., 3455 Pine Belt Road, Columbia, SC 29204-3128 in the amount of \$27,312.87 dated August 25, 1997, recorded March 6, 2007 in Book 11810 at Page 68. The United States of America has not asserted priority over the Plaintiff's mortgage lien

c. The United States of America by virtue of a Federal Tax Lien against Ruben O. and Juanita Murray Levy in the amount of \$23,205.75, dated August 11, 2004 and recorded August 28, 2004 in Book 9506 at page 297.

d. Batesville Casket Co. by virtue of a Judgment of Default against R.O. Levy, d/b/a Levy Home for Funerals in the amount of \$6,218.31, dated March 12, 2012 and filed in 2011-CP-32-03584.

19. Based upon Plaintiff's Certification of Mortgagor Non-Compliance, the court finds that the Plaintiff has complied with the terms of the Administrative Order 2011-05-02-01.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

1. The plaintiffs should have judgment of foreclosure of the mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.

IT IS ORDERED, ADJUDGED AND DECREED:

1. That there is due to the plaintiffs on the obligation and mortgage set forth in the complaint the sum of \$378,189.88 representing the "Total Debt" due Plaintiff as set out in paragraph fourteen supra, together with interest at the rate provided in said obligation on the balance of principal from the aforesaid date to the date hereof.

2. The amount due in the preceding paragraph (the "Total Debt" as set forth in paragraph fourteen and later accrued interest on the principal) shall constitute the total judgment debt due the plaintiff and shall bear interest hereafter at the rate of 9.0% per annum.

3. That the defendant liable for the aforesaid mortgage debt does, on or before the date of sale of the property hereinafter described, pay to the plaintiffs, or Plaintiffs' attorney, the amount of Plaintiffs' debt as aforesaid, together with the costs and disbursements of this action.

4. That on default of payment at or before the time herein indicated, the mortgaged premises described in the complaint, as hereinafter set forth, be sold by the

undersigned Master in Equity, at public auction, at the Courthouse, in the City of Lexington, County and State aforesaid, on some convenient sales hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the salesday shall be on Tuesday next succeeding such holiday), on the following terms, that is to say:

a. FOR CASH: the undersigned Master in Equity will require a deposit of 5% on the amount of the bid (in cash or equivalent), same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within thirty (30) days same to be forfeited and applied to the costs and plaintiff's debt.

b. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 9.0%.

c. The sale shall be subject to taxes and assessments, existing easements and restrictions of record as well as the right of redemption of the The United States of America.

d. Purchaser to pay for deed stamps and cost of recording the deed.

5. If plaintiffs are the successful bidders at said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of plaintiffs in full, plaintiffs may pay to the undersigned Master in Equity only the amount of the costs and expenses crediting the balance of the bid on plaintiff's indebtedness.

6. Personal or deficiency judgment being demanded, the bidding will remain open for thirty (30) days after the date of sale, but Plaintiff has reserved the right to waive its demand for a personal or deficiency judgment and if waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.

7. That the undersigned 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 that if, upon such sale being made, the purchaser or purchasers, should fail to comply with the terms thereof within thirty (30) days after date of sale, then the undersigned Master in Equity may advertise the said premises for sale on

the next, or some other subsequent salesday, at the risk of the former highest bidder, and so from time to time thereafter until a full compliance shall be secured.

8. That the undersigned Master in Equity do apply the proceeds of the sale as follows:

First: to 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, so much thereof as the purchase money will pay on the same;

Next: any surplus to be held pending further order of this Court.

9. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder is other than the defendant in possession herein, the Sheriff of Lexington County is ordered and directed to eject and remove from the premises the occupant of the property sold, together with all personal property located thereon, put the successful bidder or his assigns in full, quiet and peaceable possession of said premises.

10. And it is further ORDERED, ADJUDGED AND DECREED that each defendant named herein, R.O. Levy, and all persons whosoever claiming under him, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

11. IT IS FURTHER ORDERED that, pursuant to S. C. CODE Ann. Section 30-9-31 (Supp. 1987), that the deed of conveyance made pursuant to said sale shall be indexed in the grantor index by the Register of Deeds 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 undersigned Master in Equity, who executes such deed as grantor.

12. The undersigned Master in Equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance and disposing of any funds pursuant to Rule 71(c), South Carolina Rules of Civil Procedure.

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

All that certain piece, parcel or tract of land situate, lying and being in the Town of Leesville, County of Lexington, State of South Carolina, containing 1.06 Acres and being a portion of the property containing 2.98 acres as shown on a Plat prepared for Mack Owens Estate by Timothy P. McCauley, R.L.S., dated February 27, 1992. For a more accurate description of said premises, reference is made to the recent plat prepared for R.O. Levy Home For Funerals dated July 1, 1995, by O.F. Hunter, Jr., PLS#16487 of Landmark Surveying & Mapping, recorded in the Office of the Register of Deeds for Lexington County in Plat Book 419 at Page 9B.

Derivation: This being the identical property conveyed to R.O. Levy by Deed of Tarance Drafts, dated October 2, 1998 and recorded October 2, 1998 in the Office of the Register of Deeds for Lexington County in Deed Book 4889 at Page 221.

TMS # 07118-01-029

JUDGES SIGNATURE TO FOLLOW

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF LEXINGTON) Civil Action No. 2016-CP-32-04163
)

Valerie Drafts; Veronica Drafts; and
Tarance F. Drafts, III,

Plaintiff,

vs.

R.O. Levy, South Carolina Department of
Revenue; The United States of America;
Batesville Casket Co.,

Defendant(s).

RECEIVED
DEC 12 2019
SC Court of Appeals

ORDER

COPY

THIS MATTER came before the undersigned on September 30, 2019. Present was Warren R. Herndon Jr. representing the Plaintiff. Defendant R.O. Levy was represented by Attorneys Thomas B. Levy and Joseph Henry.

There were two pending motions. At the hearing, Plaintiff withdrew its motion filed August 23, 2019 for a change of attorney for defendant R.O. Levy. The motion taken up was the Defendant's Motion to Rescind Foreclosure Order filed by Joseph Henry on behalf of R.O. Levy on March 29, 2019.

From the pleadings and the record, I find the following as a chronological history of the key actions in this matter:

Dec. 9, 2016	Summons and Complaint filed.
Dec. 20, 2016	Summons and Complaint served on R.O. Levy.
Jan. 19, 2017	Answer filed by Thomas B. Levy, attorney for R.O. Levy.
June 18, 2018	Thomas B. Levy sent Request to Admit and Interrogatories to Warren Herndon.
July 13, 2018	Warren Herndon responds to discovery requests by mail to Thomas B. Levy.
Oct. 17, 2018	E-mail from Leslie Shealy of this office to all attorneys of record for a Jan. 24, 2019 trial.

009

Oct. 23, 2018	Letter mailed by Joseph Henry to Warren Herndon advising him that he was assisting in the defense and questioning the discovery response.
Oct. 30, 2018	Letter mailed by Warren Herndon to Joseph Henry responding to the October 23, 2018 letter.
Jan. 14, 2019	Warren Herndon sent Letter to all attorneys of record.
Jan. 24, 2019	Trial held in contested format with witness who were sworn and testified before the court. (Creel Court Reporting, Inc. Amanda Creel Godfrey 803-252-3445). A thumb drive of the transcript was received by Court on or about March 7, 2019 and delivered thereafter to the Clerk of Court for Lexington County.).

Defendant argues several reasons to set aside the order:

In allegations No. 1 and 5 of his motion, Henry contends that he filed a Notice of Appearance on October 18, 2018 and thus was entitled to Notice of the Foreclosure hearing on January 24, 2019. It is undisputed that no Notice of Appearance on behalf of Joseph Henry was filed with the Clerk until March 29, 2019. Mr. Henry produced copies of his transmittal letter to the Clerk, but has not demonstrated diligence to assure that his appearance was properly noticed.

Lexington County joined other counties in the state e-filing system in September 2017. Previously, Court Administration developed a training program for attorneys and Clerk's Office. One component of this training was how, as an attorney, to respond to an attempted filing that the Clerk's Office rejected. Here, Henry does not explain why, when on October 18, 2018 his attempt to file notice of appearance was rejected and he was sent rejection notice, that he did not follow the materials provided in the South Carolina Courts Reference Guide Contents Attorney Reference Guide ARG-10: Resubmit or Delete a Rejected Filing 3 as is required by the e-Filing System.

Henry further argues that: "Plaintiff's counsel asserted that notice to Attorney Levy was the same as notice to Mr. Henry as they were co-counsel on the case. In response to this assertion, Defendants asserted that Attorney Levy was not the attorney for R.O. Levy and was simply serving as a place holder until counsel could be obtained. This court is not aware of any rule or case law that supports this argument. Therefore, it appears to be an issue of first impression. Therefore, it will be scrutinized from the standpoint of notice and fundamental fairness. Defendant in the instant case is the biological brother of Attorney Levy."

Henry appears to make an equitable argument that South Carolina law has different rules for relative or family attorneys than for non-family or related attorneys. The Court is unaware of any such authority and declines to establish such an exception without further guidance from either our appellate courts or state legislature.

Henry further argues that his October 23, 2018 letter to Plaintiff amounted to an appearance. It is important to note that his notice was not from Levy, the attorney of record, but from Henry, who was not the attorney of record, claiming to be the authorized attorney. The court cannot agree with this reasoning. It was incumbent on Henry to file the proper Notices of Appearance, particularly since Thomas B. Levy had knowledge of the trial date by virtue of the October 17, 2018 e-mail to Thomas B. Levy from this office.

Henry argued, not persuasively in view of the chronology of facts, that he did not know that Thomas B. Levy was the attorney of record; however, he had reviewed the discovery requests in Mr. Levy's file. Defendant's Motion is grounded solely on the assertion that he was an attorney for the record and should have been noticed for the January 14, 2019 merits hearing for the foreclosure. Henry could not recall if Levy gave him notice of the hearing. The Court cannot find a duty on Plaintiff to notify Henry, who was not an attorney of record, notice of any proceedings.

Plaintiff has demonstrated that notice was given to attorney Thomas B. Levy, Mr. R.O. Levy's attorney of record, on January 14, 2019. Neither Thomas B. Levy nor the Defendant R.O. Levy appeared at the trial. Further, Plaintiff introduced a copy of an email from my office on October 17, 2018 to all attorneys of record notifying them of the trial date and time. In the absence of anything in the record demonstrating that attorney, Thomas B. Levy had filed any pleadings to withdraw as counsel or that Henry had moved to be substituted as counsel; the court finds that Plaintiff gave proper notice to Defendant of the trial.

Next, Defendant argues in allegations 2, 3 and 4 of his motion that Plaintiff failed to properly respond to discovery requests of Defendant. Defendant argues that an attorney in a contested case can make a unilateral determination that the discovery responses were inadequate,

without court involvement, a hearing or a chance for the opposing side to be heard, and is tantamount to an admission favorable to Defendant.

The court is aware of no law, nor even principle of western law, that allows one party to make a unilateral court ruling without the other side having an opportunity to be heard. It is very clear that questions and arguments about discovery responses are to be dealt with by the courts pursuant to Rule 37 (SCRCP). This argument is without merit.

For the foregoing reasons, the Defendant's motion is denied.

AND IT IS SO ORDERED.

Lexington, South Carolina

James O. Spence, Master In Equity

JUDGES SIGNATURE PAGE TO FOLLOW



Lexington Common Pleas

Case Caption: Valerie Drafts , plaintiff, et al VS R O Levy , defendant, et al
Case Number: 2016CP3204163
Type: Master/Order/Other

AND IT IS SO ORDERED. .

S/JUDGE JAMES O. SPENCE-3068

Electronically signed on 2019-11-12 13:07:23 page 5 of 5

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

COPY

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

Valerie Drafts; Veronica Drafts; and
Tarance F. Drafts, III,

Plaintiff,

vs.

R.O. Levy, South Carolina Department
of Revenue; The United States of
America; Batesville Casket Co.,

Defendant(s).

2016CP3204163

Civil Action No. _____

**NOTICE OF FORECLOSURE
INTERVENTION**

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

2016 DEC -9 AM 10:33

FILED

PLEASE TAKE NOTICE THAT pursuant to that Administrative Order (2011-05-02-01) of The Supreme Court of South Carolina, you may have a right to Foreclosure Intervention.

To be considered for any available Foreclosure Intervention, you must communicate with and otherwise deal with the Plaintiff through its law firm, Woodward, Cothran & Herndon. You must communicate any requests for Foreclosure Intervention consideration to Woodward, Cothran & Herndon within thirty (30) days from your receipt of this Notice by writing to the undersigned attorney at 218 E. Main Street, Ste. 2, Lexington, SC 29072 or by calling (803) 799-9772.

If you fail to communicate an interest in being evaluated for Foreclosure Intervention to the Plaintiff's law firm within thirty (30) days after being served with this Notice, then the Plaintiff will consider such failure an election not to participate in Foreclosure Intervention and will proceed with the foreclosure action.

WOODWARD COTHRAN & HERNDON

BY



Warren R. Herndon, Jr. (S.C. Bar #3086)
218 E. Main Street, Ste. 2
Lexington, SC 29072
(803) 799-9772
lawyerherndon@yahoo.com

December 9, 2016

Lexington, South Carolina

COPY

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON)

2016 CP 3204163

Valerie Drafts; Veronica Drafts; and
Tarance F. Drafts, III,

COMPLAINT

Plaintiff,

FORECLOSURE OF REAL ESTATE
MORTGAGE

vs.

Non-Jury

R.O. Levy, South Carolina Department
of Revenue; The United States of
America; Batesville Casket Co.,

Defendant(s).

2016-LP-32- C1089

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

2016 DEC -9 AM 10:33

FILED

The Plaintiffs above named, complaining of the Defendant(s) above named,
herein alleges:

1. That the mortgage loans of the Plaintiffs are neither owned, securitized or guaranteed by Federal National Mortgage Association or Federal Home Loan Mortgage Corporation nor is the Plaintiff participating in the HMP part of the Making Home Affordable Program.

2. (a) That this is an action for the foreclosure of a mortgage upon certain real estate situate in the county and state aforesaid.

(b) That some lien on, or interest in, the real estate, the subject of this action, may be claimed by the defendant herein.

(c) That the defendant hereinafter described as judgment creditors have, by filing said judgments designated their attorney entering the judgment as their agents for service of process under the provisions of Section 15-35-840 of the Code of Laws of South Carolina for 1976.

015

3. That heretofore on October 2, 1998, , R.O. Levy made, executed and delivered unto Tarance F. Drafts, a Promissory Note in the principal sum of \$5,500.00

That heretofore on September 29, 1999, R.O. Levy made, executed and delivered unto Tarance F. Drafts, a Promissory Note in the principal sum of \$120,000.00.

That heretofore on September 29, 1999, R.O. Levy made, executed and delivered unto Tarance F. Drafts, a Promissory Note in the principal sum of \$15,000.00.

4. That in order to better secure the payment of said notes according to the terms and conditions thereof, the aforesaid obligor(s) made, executed and delivered unto Tarance F. Drafts, three real estate Mortgages, wherein and whereby said obligor(s) conveyed to the said mortgagee by way of a mortgage the following described property:

All that certain piece, parcel or tract of land situate, lying and being in the Town of Leesville, County of Lexington, State of South Carolina, containing 1.06 Acres and being a portion of the property containing 2.98 acres as shown on a Plat prepared for Mack Owens Estate by Timothy P. McCauley, R.L.S., dated February 27, 1992. For a more accurate description of said premises, reference is made to the recent plat prepared for R.O. Levy Home For Funerals dated July 1, 1995, by O.F. Hunter, Jr., PLS#16487 of Landmark Surveying & Mapping, recorded in the Office of the Register of Deeds for Lexington County in Plat Book 419 at Page 9B

5. That said Mortgages were duly signed, witnessed and probated. That thereafter said three Mortgages were duly recorded in the office of the ROD for Lexington County as listed below in the following book and page numbers:

a. Mortgage dated October 2, 1998 and recorded October 2, 1998 in Mortgage Book 4889 at Page 224; said mortgage was assigned to Valerie Drafts, Veronica Drafts and Tarance F. Drafts, III, in Mortgage Book 18825 at Page 266, a copy of which mortgage is attached hereto as Exhibit "A" and made a part hereof by reference.

b. Mortgage dated September 29, 1999, recorded September 29, 1999 in Mortgage Book 5466 at Page 74; said mortgage was assigned to Valerie Drafts, Veronica Drafts and Tarance F. Drafts, III, in Mortgage Book 18825 at Page 265, a copy of which mortgage is attached hereto as Exhibit "B" and made a part hereof by reference.

c. Mortgage dated September 29, 1999 and recorded September 29, 1999 in Mortgage Book 5466 at Page 78; said mortgage was assigned to Valerie Drafts, Veronica Drafts and Tarance F. Drafts, III, in Mortgage Book 18825 at Page 264, a copy of which mortgage is attached hereto as Exhibit "C" and made a part hereof by reference.

6. That said Mortgages evidence and secure the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor and constitutes a first lien on the mortgaged premises.

7. That payment has not been received of the installments due under the note and mortgage and such non-payment constitutes a breach of the covenants of the mortgage to pay when due the sums secured thereby and Plaintiff as required by the mortgage, notified the mortgagor(s) of the breach and of what was necessary to cure the same, but mortgagor(s) failed to cure the breach within the time specified in the notice.

8. That Plaintiffs, upon Defendant's failure to cure the breach on or before the date specified in the notice, at its option and without further demand elected to declare all of the sums secured by the mortgage to be immediately due and payable and to foreclose the mortgage by judicial proceedings.

9. That all persons having an interest or lien or possible claim in or upon the mortgaged premises as of the date and time of the filing of the Lis Pendens herein have been made defendants herein.

10. That Plaintiff's right to a personal or deficiency judgment is expressly demanded.

11. That it has become and is necessary for the Plaintiff to employ counsel to prosecute this action and that the reasonable value of services of counsel in this action should be added to the sums due Plaintiff.

12. That Plaintiffs may, in order to protect their security, be forced to pay sums for taxes and insurance which sums, according to the terms of the mortgage, should be added to the amount of the debt.

13. That the hereinafter named Defendants may have some interest in or lien upon the premises covered by the Mortgage set forth above, or some part thereof, but that such interests or liens are junior and subsequent to the lien of the plaintiff's Mortgage; said liens or interests are of record in the office of the Clerk of Court as follows:

a. South Carolina Department of Revenue by virtue of Tax Lien (#3-51818571-5) against Reuben O. Levy in the amount of \$1,225.50 dated March 12, 2015 and recorded March 20, 2105 in Book 17525 at page 249.

b. The United States of America by virtue of a Notice of Lien for Fine and/or Restitution imposed pursuant to the Anti-Terrorism and Death Penalty Act of 1996 against Reuben Odell Levy, Jr., 3455 Pine Belt Road, Columbia, SC 29204-3128 in the amount of \$27,312.87 dated August 25, 1997, recorded March 6, 2007 in Book 11810 at Page 68.

c. The United States of America by virtue of a Federal Tax Lien against Ruben O. and Juanita Murray Levy in the amount of \$23,205.75, dated August 11, 2004 and recorded August 28, 2004 in Book 9506 at page 297.

d. Batesville Casket Co. by virtue of a Judgment of Default against R.O. Levy, d/b/a Levy Home for Funerals in the amount of \$6,218.31, dated March 12, 2012 and filed in 2011-CP-32-03584.

WHEREFORE, the plaintiff prays judgment:

 1. That the amount due upon said note and mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and the costs of this action and that the Plaintiff have judgment therefor; that the rank and priority of the liens affecting said mortgaged premises be ascertained and determined; that the Plaintiff's Mortgage be foreclosed, the equity of redemption

barred, and the said mortgaged premises be sold under the direction of this Court, and that the proceeds of sale be applied as follows: First, to the costs and expenses of such sale; Second, the payment and discharge of the liens affecting said mortgaged premises in the order of their priority, including the said Mortgage held by the Plaintiff, together with attorney's fees as aforesaid; and, Third, the surplus, if any, be disbursed according to law.

2. That the Defendants and every person whose conveyance or encumbrance is recorded subsequent to the filing of the notice of the pendency of this action, be forever barred and foreclosed of all right, claim, lien and equity of redemption in the mortgaged premises.

3. That Plaintiff may become a purchaser at the sale; that the Master in Equity of the County of Lexington, State of South Carolina, execute a deed to the purchaser; that the purchaser be let into possession of the premises on production of the Master's deed therefor.

4. For such other and further relief as may be just and proper.

WOODWARD COTHRAN & HERNDON

BY 

Warren R. Herndon, Jr. (S.C. Bar #3086)
218 E. Main Street, Ste. 2
Lexington, SC 29072
(803) 799-9772
lawyerherndon@yahoo.com

December 9, 2016

Lexington, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

FILED

2017 JAN 19 PM 3:08

LISA COMER
CLERK OF COURT
LEXINGTON, SC

IN THE CIRCUIT COURT FOR THE
ELEVENTH JUDICIAL CIRCUIT

Valerie Drafts; Veronica Drafts;
and Tarance f. Drafts, III

ANSWER TO SUMMONS FOR
APPOINTMENT OF RECEIVER
AND FINAL JUDGMENT

Plaintiff's,

vs.

Docket No. 2016-CP-32-04163

R.O. Levy, south Carolina Department
of revenue, the USA; Batesville Casket Co.

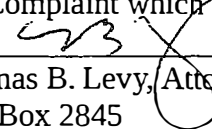
Defendant's

To the Plaintiffs herein and their counsel, the Defendant R.O. Levy through the undersigned counsel
Answers the Summons for Appointment of Receiver and Final Judgment:

PURSUIT TO ALL APPLICABLE LAW Defendant herein objects to summarily referring this matter to a Receiver and/or Master-In-Equity because the substance of the Plaintiff's foreclosure action is devoid of material allegation as stated in their complaint; unverified accounting, no specific dollar amount owed, questionable assignment and other questionable facts concerning the Note as referenced in the subject Mortgage.

Defendant herein demands this matter be placed on the jury trial roster as a matter of law to determine questions of facts. As a matter of law, factual questions regarding existence of the Note, payment on this note and mortgage are subject to a jury trial not limited to the equitable jurisdiction of a Master-In Equity referral pursuant to SCRCP and case law.

YOU TAKE NOTICE that the undersigned on behalf of the Defendant opposes this NOTICE, incorporating Defendants Answer to the Summons and Complaint which is attached heret


Thomas B. Levy, Attorney for Defendant
P.O. Box 2845
Columbia, SC 29202
803 254-0303

Columbia, SC
January 19, 2017

STATE OF SOUTH CAROLINA

FILED

COPY

IN THE CIRCUIT COURT FOR THE

COUNTY OF LEXINGTON

2017 JAN 19 PM 3:08

ELEVENTH JUDICIAL CIRCUIT

Valerie Drafts; Veronica Drafts;
and Tarance f. Drafts, III

LISA COMER
CLERK OF COURT
LEXINGTON, SC

ANSWER

Plaintiff's,

JURY TRIAL DEMANDED

vs.

Docket No. 2016-CP-32-04163

R.O. Levy, south Carolina Department
of revenue, the USA; Batesville Casket Co.

Defendant's

To the Plaintiffs herein and their counsel, the Defendant R.O. Levy through the undersigned counsel

Answers the Summons and Complaint as follows:

GENERAL DENIAL

1. The Defendant R. O. Levy (hereinafter referred to as Defendant) denies each and every allegation of the Complaint and demands strict proof thereof unless otherwise explained herein; and if not specifically explained herein, the Defendant denies each and every allegation and demands strict proof thereof;
2. Defendant denies the allegation of paragraph 1 of the Complaint because upon information and belief he lacks sufficient information to deny or admit the substance of the allegation;
3. Defendant herein, specifically motions this Court to dismiss this cause of action for the following reasons:

a. Upon information and belief, questionable facts exist concerning mortgage, note and assignment of mortgage; Plaintiff's herein lack standing as parties to initiate a foreclosure action because the assignment for which they claim entitles them a legal interest in said mortgage and thus a security interest in said property, has yet to be determined. Plaintiff's do not allege sufficient facts to state a cause of action pursuant to law.

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

FILED

2017 JAN 19 PM 3:08

LISA COMER
CLERK OF COURT
LEXINGTON, SC

IN THE CIRCUIT COURT FOR THE
ELEVENTH JUDICIAL CIRCUIT

Valerie Drafts; Veronica Drafts;
and Tarance f. Drafts, III

ANSWER TO SUMMONS FOR
APPOINTMENT OF RECEIVER
AND FINAL JUDGMENT

Plaintiff's,

vs.

Docket No. 2016-CP-32-04163

R.O. Levy, south Carolina Department
of revenue, the USA; Batesville Casket Co.

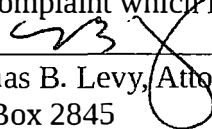
Defendant's

To the Plaintiffs herein and their counsel, the Defendant R.O. Levy through the undersigned counsel
Answers the Summons for Appointment of Receiver and Final Judgment:

PURSUIT TO ALL APPLICABLE LAW Defendant herein objects to summarily referring this matter to a Receiver and/or Master-In-Equity because the substance of the Plaintiff's foreclosure action is devoid of material allegation as stated in their complaint; unverified accounting, no specific dollar amount owed, questionable assignment and other questionable facts concerning the Note as referenced in the subject Mortgage.

Defendant herein demands this matter be placed on the jury trial roster as a matter of law to determine questions of facts. As a matter of law, factual questions regarding existence of the Note, payment on this note and mortgage are subject to a jury trial not limited to the equitable jurisdiction of a Master-In Equity referral pursuant to SCRCP and case law.

YOU TAKE NOTICE that the undersigned on behalf of the Defendant opposes this NOTICE, incorporating Defendants Answer to the Summons and Complaint which is attached heret


Thomas B. Levy, Attorney for Defendant
P.O. Box 2845
Columbia, SC 29202
803 254-0303

Columbia, SC
January 19, 2017

022

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

FILED

2017 JAN 19 PM 3:08

COPY

IN THE CIRCUIT COURT FOR THE
ELEVENTH JUDICIAL CIRCUIT

Valerie Drafts; Veronica Drafts;
and Tarance f. Drafts, III

Plaintiff's,

vs.

LISA COMER
CLERK OF COURT
LEXINGTON, SC

ANSWER

JURY TRIAL DEMANDED

Docket No. 2016-CP-32-04163

R.O. Levy, south Carolina Department
of revenue, the USA; Batesville Casket Co.

Defendant's

To the Plaintiffs herein and their counsel, the Defendant R.O. Levy through the undersigned counsel

Answers the Summons and Complaint as follows:

GENERAL DENIAL

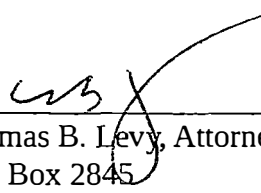
1. The Defendant R. O. Levy (hereinafter referred to as Defendant) denies each and every allegation of the Complaint and demands strict proof thereof unless otherwise explained herein; and if not specifically explained herein, the Defendant denies each and every allegation and demands strict proof thereof;
2. Defendant denies the allegation of paragraph 1 of the Complaint because upon information and belief he lacks sufficient information to deny or admit the substance of the allegation;
3. Defendant herein, specifically motions this Court to dismiss this cause of action for the following reasons:

a. Upon information and belief, questionable facts exist concerning mortgage, note and assignment of mortgage; Plaintiff's herein lack standing as parties to initiate a foreclosure action because the assignment for which they claim entitles them a legal interest in said mortgage and thus a security interest in said property, has yet to be determined. Plaintiff's do not allege sufficient facts to state a cause of action pursuant to law.

b. pursuant to Rule 9 SCRPC Special Matters, this foreclosure action appears to be on a promissory Note, thereby an action on an account for which the Plaintiffs and their counsel have failed to submit verified accounting of specific dollar amount paid, unpaid or owned on the alleged Note.

WHEREFORE, THE DEFENDANT PRAYS, through the undersigned Counsel that this Court deny any and all relief sought by the Plaintiff's, grant the Defendant a Jury Trial to determine questions of facts, deny the Plaintiff's Summons and Notice for Appointment of Receiver and Authorization For Entry of Final Judgment and any further relief the Court deems necessary pursuant to law.

Respectfully submitted,



Thomas B. Levy, Attorney for Defendant
P.O. Box 2845
Columbia, SC 29202
803 254-0303

Columbia, SC
January 19, 2017

COPY

HENRIETTA GILL
ATTORNEY AT LAW
PO Box 2119
LEESVILLE, SC 29070

4472 Pond Branch Road
Leesville, SC 29070

Phone: (803) 532-5493
Facsimile: (803) 532-5066
henriettagill.law@gmail.com

Hand Delivered

June 14, 2016

Mr. R. O. Levy
415 Cedar Street
Leesville, SC 29070

Re: Drafts notes and mortgages

Dear Mr. Levy:

Please be advised that I represent Mr. Tarance Drafts concerning the notes and mortgages to Mr. Drafts. Very few payments have been made on these in the last several years. My client has decided with heavy heart, taking into account that their father sincerely wanted your business to be successful, that they must call the notes and demand full payment thereunder.

I am writing to advise you that the above-referenced accounts are now in default because of your failure to make payments in a timely manner as required under the terms of the Notes and Mortgages ("Security Instruments"). The Amount Now Due under the terms of the Security Instrument is \$ 282,368.99 plus legal fees in the amount of \$300.00 for a Total Amount Now Due in the amount of \$ 282,668.99 _____. If you pay the Total Amount Now Due by certified bank check or money order on or before **July 15, 2016**, and you will not incur additional legal expenses.

If you fail to cure this default by **July 15, 2016**, my client shall pursue legal remedies and take such steps as are necessary or desirable to protect their rights under the Security Instrument and any other instrument(s) evidencing or securing the loan as allowed by applicable law. These rights include the right without further demand to repossess any property held as collateral for this transaction.

Page 2

As of the date of this letter, the Entire Remaining Balance Due to payoff your loans are in the amount of \$ 282,368.99 _____.

In accordance with the Fair Debt Collection Practices Act (15 U.S.C. 1692), we advise you as follows:

025

1. This action is brought on behalf of Tarance Drafts in an attempt to collect a debt in the amount of \$282,368.99 as of June 1, 2016, plus interest and costs accruing thereafter.

2. Unless you dispute the validity of your debt or any portion of such debt to this law firm in writing within thirty (30) days after receipt of this letter, we will assume that the debt is valid.

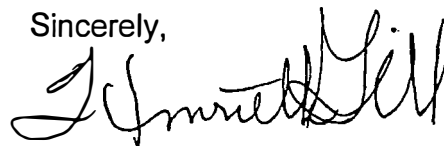
3. If you notify this law firm in writing within thirty (30) days after you receive this letter that this debt or any portion thereof is disputed, we will mail you a verification of the debt and, upon your written request within the thirty-day period, my clients will provide you with the name and address of the original creditor, if different from the current creditor.

If you have any questions about this letter, please contact me at (803)532-5493. On behalf of Mr. Drafts, I encourage you to comply with the demands stated above. Attached is a listing of payments for which you have been given credit. Late charges were assessed starting in 2004 when payments became very sporadic. Interest was not assessed on the loans that did not bear interest and taxes advanced by the family were also not included in this calculation. Please advise if we have omitted any payments.

If you have filed bankruptcy or have received a bankruptcy discharge, this Notice of Default is provided to you as required by the terms of your original contract and is not an attempt to collect a debt.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Henrietta Gill", written in a cursive style.

Henrietta Gill

Loan Amortization Schedule

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v:1.4

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Drafts- Levy

2

Inputs

Loan Amount	\$	15,000
Annual Interest Rate		0.00%
Term of Loan in Years		9.25
First Payment Date		2/1/2000
Frequency of Payment		Monthly

Summary

Rate (per period)	0.000%
Payment (per period)	\$135.14

Total Payments \$15,000.00

Total Interest \$0.00

Recording Actual Payments

This spreadsheet provides an alternate way to record the payments, assuming the same loan information as in the Schedule worksheet. The *actual* payment is recorded each pay period. Any amount above the *payment due* is used to pay off the principal. If no payment is made, the *interest due* is added to the balance. This assumes there are no penalties for late payments, missing payments, or prepayments.

Payment Schedule

No.	Due Date	Payment Due	Payment	Interest	Principal	Balance
						\$15,000.00
1	2/1/2000	135.14	134.96	0.00	134.96	14,865.04
2	3/1/2000	135.14	134.96	0.00	134.96	14,730.08
3	4/1/2000	135.14	0.00	0.00	0.00	14,730.08
4	5/1/2000	135.14	134.96	0.00	134.96	14,595.12
5	6/1/2000	135.14	134.96	0.00	134.96	14,460.16
6	7/1/2000	135.14	134.96	0.00	134.96	14,325.20
7	8/1/2000	135.14	134.96	0.00	134.96	14,190.24
8	9/1/2000	135.14	134.96	0.00	134.96	14,055.28
9	10/1/2000	135.14	134.96	0.00	134.96	13,920.32
10	11/1/2000	135.14	134.96	0.00	134.96	13,785.36
11	12/1/2000	135.14	134.96	0.00	134.96	13,650.40
12	1/1/2001	135.14	134.96	0.00	134.96	13,515.44
13	2/1/2001	135.14	134.96	0.00	134.96	13,380.48
14	3/1/2001	135.14	134.96	0.00	134.96	13,245.52
15	4/1/2001	135.14	134.96	0.00	134.96	13,110.56
16	5/1/2001	135.14	134.96	0.00	134.96	12,975.60
17	6/1/2001	135.14	134.96	0.00	134.96	12,840.64
18	7/1/2001	135.14	134.96	0.00	134.96	12,705.68
19	8/1/2001	135.14	134.96	0.00	134.96	12,570.72
20	9/1/2001	135.14	134.96	0.00	134.96	12,435.76
21	10/1/2001	135.14	134.96	0.00	134.96	12,300.80
22	11/1/2001	135.14	134.96	0.00	134.96	12,165.84
23	12/1/2001	135.14	134.96	0.00	134.96	12,030.88
24	1/1/2002	135.14	134.96	0.00	134.96	11,895.92
25	2/1/2002	135.14	134.96	0.00	134.96	11,760.96
26	3/1/2002	135.14	134.96	0.00	134.96	11,626.00
27	4/1/2002	135.14	134.96	0.00	134.96	11,491.04

28	5/1/2002	135.14	134.96	0.00	134.96	11,356.08
29	6/1/2002	135.14	134.96	0.00	134.96	11,221.12
30	7/1/2002	135.14	134.96	0.00	134.96	11,086.16
31	8/1/2002	135.14	134.96	0.00	134.96	10,951.20
32	9/1/2002	135.14	134.96	0.00	134.96	10,816.24
33	10/1/2002	135.14	134.96	0.00	134.96	10,681.28
34	11/1/2002	135.14	134.96	0.00	134.96	10,546.32
35	12/1/2002	135.14	134.96	0.00	134.96	10,411.36
36	1/1/2003	135.14	134.96	0.00	134.96	10,276.40
37	2/1/2003	135.14	134.96	0.00	134.96	10,141.44
38	3/1/2003	135.14	134.96	0.00	134.96	10,006.48
39	4/1/2003	135.14	134.96	0.00	134.96	9,871.52
40	5/1/2003	135.14	134.96	0.00	134.96	9,736.56
41	6/1/2003	135.14	134.96	0.00	134.96	9,601.60
42	7/1/2003	135.14	134.96	0.00	134.96	9,466.64
43	8/1/2003	135.14	134.96	0.00	134.96	9,331.68
44	9/1/2003	135.14	134.96	0.00	134.96	9,196.72
45	10/1/2003	135.14	134.96	0.00	134.96	9,061.76
46	11/1/2003	135.14	134.96	0.00	134.96	8,926.80
47	12/1/2003	135.14	134.96	0.00	134.96	8,791.84
48	1/1/2004	135.14	0.00	0.00	0.00	8,791.84
49	2/1/2004	135.14	0.00	0.00	0.00	8,791.84
50	3/1/2004	135.14	0.00	0.00	0.00	8,791.84
51	4/1/2004	135.14	0.00	0.00	0.00	8,791.84
52	5/1/2004	135.14	0.00	0.00	0.00	8,791.84
53	6/1/2004	135.14	0.00	0.00	0.00	8,791.84
54	7/1/2004	135.14	0.00	0.00	0.00	8,791.84
55	8/1/2004	135.14	0.00	0.00	0.00	8,791.84
56	9/1/2004	135.14	0.00	0.00	0.00	8,791.84
57	10/1/2004	135.14	0.00	0.00	0.00	8,791.84
58	11/1/2004	135.14	0.00	0.00	0.00	8,791.84
59	12/1/2004	135.14	0.00	0.00	0.00	8,791.84
60	1/1/2005	135.14	0.00	0.00	0.00	8,791.84
61	2/1/2005	135.14	0.00	0.00	0.00	8,791.84
62	3/1/2005	135.14	0.00	0.00	0.00	8,791.84
63	4/1/2005	135.14	0.00	0.00	0.00	8,791.84
64	5/1/2005	135.14	0.00	0.00	0.00	8,791.84
65	6/1/2005	135.14	0.00	0.00	0.00	8,791.84
66	7/1/2005	135.14	0.00	0.00	0.00	8,791.84
67	8/1/2005	135.14	0.00	0.00	0.00	8,791.84
68	9/1/2005	135.14	0.00	0.00	0.00	8,791.84
69	10/1/2005	135.14	0.00	0.00	0.00	8,791.84
70	11/1/2005	135.14	0.00	0.00	0.00	8,791.84
71	12/1/2005	135.14	0.00	0.00	0.00	8,791.84
72	1/1/2006	135.14	0.00	0.00	0.00	8,791.84
73	2/1/2006	135.14	0.00	0.00	0.00	8,791.84
74	3/1/2006	135.14	0.00	0.00	0.00	8,791.84
75	4/1/2006	135.14	0.00	0.00	0.00	8,791.84
76	5/1/2006	135.14	0.00	0.00	0.00	8,791.84

77	6/1/2006	135.14	0.00	0.00	0.00	8,791.84
78	7/1/2006	135.14	0.00	0.00	0.00	8,791.84
79	8/1/2006	135.14	0.00	0.00	0.00	8,791.84
80	9/1/2006	135.14	0.00	0.00	0.00	8,791.84
81	10/1/2006	135.14	0.00	0.00	0.00	8,791.84
82	11/1/2006	135.14	0.00	0.00	0.00	8,791.84
83	12/1/2006	135.14	0.00	0.00	0.00	8,791.84
84	1/1/2007	135.14	0.00	0.00	0.00	8,791.84
85	2/1/2007	135.14	0.00	0.00	0.00	8,791.84
86	3/1/2007	135.14	0.00	0.00	0.00	8,791.84
87	4/1/2007	135.14	0.00	0.00	0.00	8,791.84
88	5/1/2007	135.14	0.00	0.00	0.00	8,791.84
89	6/1/2007	135.14	0.00	0.00	0.00	8,791.84
90	7/1/2007	135.14	0.00	0.00	0.00	8,791.84
91	8/1/2007	135.14	0.00	0.00	0.00	8,791.84
92	9/1/2007	135.14	0.00	0.00	0.00	8,791.84
93	10/1/2007	135.14	0.00	0.00	0.00	8,791.84
94	11/1/2007	135.14	0.00	0.00	0.00	8,791.84
95	12/1/2007	135.14	0.00	0.00	0.00	8,791.84
96	1/1/2008	135.14	0.00	0.00	0.00	8,791.84
97	2/1/2008	135.14	0.00	0.00	0.00	8,791.84
98	3/1/2008	135.14	0.00	0.00	0.00	8,791.84
99	4/1/2008	135.14	0.00	0.00	0.00	8,791.84
100	5/1/2008	135.14	0.00	0.00	0.00	8,791.84
101	6/1/2008	135.14	0.00	0.00	0.00	8,791.84
102	7/1/2008	135.14	0.00	0.00	0.00	8,791.84
103	8/1/2008	135.14	0.00	0.00	0.00	8,791.84
104	9/1/2008	135.14	0.00	0.00	0.00	8,791.84
105	10/1/2008	135.14	0.00	0.00	0.00	8,791.84
106	11/1/2008	135.14	0.00	0.00	0.00	8,791.84
107	12/1/2008	135.14	0.00	0.00	0.00	8,791.84
108	1/1/2009	135.14	0.00	0.00	0.00	8,791.84
109	2/1/2009	135.14	0.00	0.00	0.00	8,791.84
110	3/1/2009	135.14	0.00	0.00	0.00	8,791.84
111	4/1/2009	8,791.84	8,791.84	0.00	8,791.84	0.00

		Principal Amount of Note	Amount Due	Late Fees	Total
Tarance Drafts	1	\$105,000.00	\$260,677.15	\$9,400.00	\$270,077.15
				[2004- present]	
	2	\$15,000.00	\$3,500.00		\$3,500.00
	3	\$15,000.00	\$8,791.84		\$8,791.84
Total as of June 1, 2016					\$282,368.99

Loan Amortization Schedule

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V.1.4

Download from Vertex42.com

Drafts- Levy

Inputs

Loan Amount \$ 15,000
Annual Interest Rate 0.00%
Term of Loan in Years 5
First Payment Date 2/1/2000
Frequency of Payment Monthly

Summary

Rate (per period) 0.000%
Payment (per period) \$250.00

Total Payments \$11,500.00
Total Interest \$0.00

Recording Actual Payments

This spreadsheet provides an alternate way to record the payments, assuming the same loan information as in the Schedule worksheet. The *actual* payment is recorded each pay period. Any amount above the *payment due* is used to pay off the principal. If no payment is made, the *interest due* is added to the balance. This assumes there are no penalties for late payments, missing payments, or prepayments.

Payment Schedule

No.	Due Date	Payment Due	Payment	Interest	Principal	Balance
						\$15,000.00
1	2/1/2000	250.00	250.00	0.00	250.00	14,750.00
2	3/1/2000	250.00	250.00	0.00	250.00	14,500.00
3	4/1/2000	250.00	0.00	0.00	0.00	14,500.00
4	5/1/2000	250.00	250.00	0.00	250.00	14,250.00
5	6/1/2000	250.00	250.00	0.00	250.00	14,000.00
6	7/1/2000	250.00	250.00	0.00	250.00	13,750.00
7	8/1/2000	250.00	250.00	0.00	250.00	13,500.00
8	9/1/2000	250.00	250.00	0.00	250.00	13,250.00
9	10/1/2000	250.00	250.00	0.00	250.00	13,000.00
10	11/1/2000	250.00	250.00	0.00	250.00	12,750.00
11	12/1/2000	250.00	250.00	0.00	250.00	12,500.00
12	1/1/2001	250.00	250.00	0.00	250.00	12,250.00
13	2/1/2001	250.00	250.00	0.00	250.00	12,000.00
14	3/1/2001	250.00	250.00	0.00	250.00	11,750.00
15	4/1/2001	250.00	250.00	0.00	250.00	11,500.00
16	5/1/2001	250.00	250.00	0.00	250.00	11,250.00
17	6/1/2001	250.00	250.00	0.00	250.00	11,000.00
18	7/1/2001	250.00	250.00	0.00	250.00	10,750.00
19	8/1/2001	250.00	250.00	0.00	250.00	10,500.00
20	9/1/2001	250.00	250.00	0.00	250.00	10,250.00
21	10/1/2001	250.00	250.00	0.00	250.00	10,000.00
22	11/1/2001	250.00	250.00	0.00	250.00	9,750.00
23	12/1/2001	250.00	250.00	0.00	250.00	9,500.00
24	1/1/2002	250.00	250.00	0.00	250.00	9,250.00
25	2/1/2002	250.00	250.00	0.00	250.00	9,000.00
26	3/1/2002	250.00	250.00	0.00	250.00	8,750.00
27	4/1/2002	250.00	250.00	0.00	250.00	8,500.00

28	5/1/2002	250.00	250.00	0.00	250.00	8,250.00
29	6/1/2002	250.00	250.00	0.00	250.00	8,000.00
30	7/1/2002	250.00	250.00	0.00	250.00	7,750.00
31	8/1/2002	250.00	250.00	0.00	250.00	7,500.00
32	9/1/2002	250.00	250.00	0.00	250.00	7,250.00
33	10/1/2002	250.00	250.00	0.00	250.00	7,000.00
34	11/1/2002	250.00	250.00	0.00	250.00	6,750.00
35	12/1/2002	250.00	250.00	0.00	250.00	6,500.00
36	1/1/2003	250.00	250.00	0.00	250.00	6,250.00
37	2/1/2003	250.00	250.00	0.00	250.00	6,000.00
38	3/1/2003	250.00	250.00	0.00	250.00	5,750.00
39	4/1/2003	250.00	250.00	0.00	250.00	5,500.00
40	5/1/2003	250.00	250.00	0.00	250.00	5,250.00
41	6/1/2003	250.00	250.00	0.00	250.00	5,000.00
42	7/1/2003	250.00	250.00	0.00	250.00	4,750.00
43	8/1/2003	250.00	250.00	0.00	250.00	4,500.00
44	9/1/2003	250.00	250.00	0.00	250.00	4,250.00
45	10/1/2003	250.00	250.00	0.00	250.00	4,000.00
46	11/1/2003	250.00	250.00	0.00	250.00	3,750.00
47	12/1/2003	250.00	250.00	0.00	250.00	3,500.00
48	1/1/2004	250.00	0.00	0.00	0.00	3,500.00
49	2/1/2004	250.00	0.00	0.00	0.00	3,500.00
50	3/1/2004	250.00	0.00	0.00	0.00	3,500.00
51	4/1/2004	250.00	0.00	0.00	0.00	3,500.00
52	5/1/2004	250.00	0.00	0.00	0.00	3,500.00
53	6/1/2004	250.00	0.00	0.00	0.00	3,500.00
54	7/1/2004	250.00	0.00	0.00	0.00	3,500.00
55	8/1/2004	250.00	0.00	0.00	0.00	3,500.00
56	9/1/2004	250.00	0.00	0.00	0.00	3,500.00
57	10/1/2004	250.00	0.00	0.00	0.00	3,500.00
58	11/1/2004	250.00	0.00	0.00	0.00	3,500.00
59	12/1/2004	250.00	0.00	0.00	0.00	3,500.00
60	1/1/2005	3,500.00	0.00	0.00	0.00	3,500.00

Drafts - Levy

Inputs

Loan Amount	\$ 105,000
Annual Interest Rate	9.00%
Term of Loan in Years	20
First Payment Date	2/1/2000
Frequency of Payment	Monthly

Summary

Rate (per period)	0.750%
Payment (per period)	\$944.71
Total Payments	\$141,913.32
Total Interest	\$325,408.18

Recording Actual Payments

This spreadsheet provides an alternate way to record the payments, assuming the same loan information as in the Schedule worksheet. The *actual* payment is recorded each pay period. Any amount above the *payment due* is used to pay off the principal. If no payment is made, the *interest due* is added to the balance. This assumes there are no penalties for late payments, missing payments, or prepayments.

Payment Schedule

No.	Due Date	Payment Due	Payment	Interest	Principal	Balance
						\$105,000.00
1	2/1/2000	944.71	944.71	787.50	157.21	104,842.79
2	3/1/2000	944.71	944.71	786.32	158.39	104,684.40
3	4/1/2000	944.71	0.00	785.13	-785.13	105,469.53
4	5/1/2000	944.71	944.71	791.02	153.69	105,315.84
5	6/1/2000	944.71	944.71	789.87	154.84	105,161.00
6	7/1/2000	944.71	944.71	788.71	156.00	105,005.00
7	8/1/2000	944.71	944.71	787.54	157.17	104,847.83
8	9/1/2000	944.71	944.71	786.36	158.35	104,689.48
9	10/1/2000	944.71	944.71	785.17	159.54	104,529.94
10	11/1/2000	944.71	944.71	783.97	160.74	104,369.20
11	12/1/2000	944.71	944.71	782.77	161.94	104,207.26
12	1/1/2001	944.71	944.71	781.55	163.16	104,044.10
13	2/1/2001	944.71	944.71	780.33	164.38	103,879.72
14	3/1/2001	944.71	944.71	779.10	165.61	103,714.11
15	4/1/2001	944.71	944.71	777.86	166.85	103,547.26
16	5/1/2001	944.71	944.71	776.60	168.11	103,379.15
17	6/1/2001	944.71	944.71	775.34	169.37	103,209.78
18	7/1/2001	944.71	944.71	774.07	170.64	103,039.14
19	8/1/2001	944.71	944.71	772.79	171.92	102,867.22
20	9/1/2001	944.71	944.71	771.50	173.21	102,694.01
21	10/1/2001	944.71	944.71	770.21	174.50	102,519.51
22	11/1/2001	944.71	944.71	768.90	175.81	102,343.70
23	12/1/2001	944.71	944.71	767.58	177.13	102,166.57
24	1/1/2002	944.71	944.71	766.25	178.46	101,988.11
25	2/1/2002	944.71	944.71	764.91	179.80	101,808.31
26	3/1/2002	944.71	944.71	763.56	181.15	101,627.16
27	4/1/2002	944.71	944.71	762.20	182.51	101,444.65
28	5/1/2002	944.71	944.71	760.83	183.88	101,260.77
29	6/1/2002	944.71	944.71	759.46	185.25	101,075.52

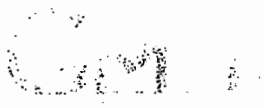
30	7/1/2002	944.71	944.71	758.07	186.64	100,888.88
31	8/1/2002	944.71	944.71	756.67	188.04	100,700.84
32	9/1/2002	944.71	944.71	755.26	189.45	100,511.39
33	10/1/2002	944.71	944.71	753.84	190.87	100,320.52
34	11/1/2002	944.71	944.71	752.40	192.31	100,128.21
35	12/1/2002	944.71	944.71	750.96	193.75	99,934.46
36	1/1/2003	944.71	944.71	749.51	195.20	99,739.26
37	2/1/2003	944.71	944.71	748.04	196.67	99,542.59
38	3/1/2003	944.71	944.71	746.57	198.14	99,344.45
39	4/1/2003	944.71	944.71	745.08	199.63	99,144.82
40	5/1/2003	944.71	944.71	743.59	201.12	98,943.70
41	6/1/2003	944.71	944.71	742.08	202.63	98,741.07
42	7/1/2003	944.71	944.71	740.56	204.15	98,536.92
43	8/1/2003	944.71	944.71	739.03	205.68	98,331.24
44	9/1/2003	944.71	944.71	737.48	207.23	98,124.01
45	10/1/2003	944.71	944.71	735.93	208.78	97,915.23
46	11/1/2003	944.71	944.71	734.36	210.35	97,704.88
47	12/1/2003	944.71	944.71	732.79	211.92	97,492.96
48	1/1/2004	944.71	0.00	731.20	-731.20	98,224.16
49	2/1/2004	944.71	0.00	736.68	-736.68	98,960.84
50	3/1/2004	944.71	0.00	742.21	-742.21	99,703.05
51	4/1/2004	944.71	0.00	747.77	-747.77	100,450.82
52	5/1/2004	944.71	0.00	753.38	-753.38	101,204.20
53	6/1/2004	944.71	0.00	759.03	-759.03	101,963.23
54	7/1/2004	944.71	0.00	764.72	-764.72	102,727.95
55	8/1/2004	944.71	0.00	770.46	-770.46	103,498.41
56	9/1/2004	944.71	0.00	776.24	-776.24	104,274.65
57	10/1/2004	944.71	0.00	782.06	-782.06	105,056.71
58	11/1/2004	944.71	0.00	787.93	-787.93	105,844.64
59	12/1/2004	944.71	0.00	793.83	-793.83	106,638.47
60	1/1/2005	944.71	0.00	799.79	-799.79	107,438.26
61	2/1/2005	944.71	0.00	805.79	-805.79	108,244.05
62	3/1/2005	944.71	0.00	811.83	-811.83	109,055.88
63	4/1/2005	944.71	0.00	817.92	-817.92	109,873.80
64	5/1/2005	944.71	0.00	824.05	-824.05	110,697.85
65	6/1/2005	944.71	0.00	830.23	-830.23	111,528.08
66	7/1/2005	944.71	0.00	836.46	-836.46	112,364.54
67	8/1/2005	944.71	0.00	842.73	-842.73	113,207.27
68	9/1/2005	944.71	0.00	849.05	-849.05	114,056.32
69	10/1/2005	944.71	0.00	855.42	-855.42	114,911.74
70	11/1/2005	944.71	0.00	861.84	-861.84	115,773.58
71	12/1/2005	944.71	0.00	868.30	-868.30	116,641.88
72	1/1/2006	944.71	0.00	874.81	-874.81	117,516.69
73	2/1/2006	944.71	0.00	881.38	-881.38	118,398.07
74	3/1/2006	944.71	0.00	887.99	-887.99	119,286.06
75	4/1/2006	944.71	0.00	894.65	-894.65	120,180.71
76	5/1/2006	944.71	0.00	901.36	-901.36	121,082.07
77	6/1/2006	944.71	0.00	908.12	-908.12	121,990.19
78	7/1/2006	944.71	0.00	914.93	-914.93	122,905.12

79	8/1/2006	944.71	0.00	921.79	-921.79	123,826.91
80	9/1/2006	944.71	0.00	928.70	-928.70	124,755.61
81	10/1/2006	944.71	0.00	935.67	-935.67	125,691.28
82	11/1/2006	944.71	0.00	942.68	-942.68	126,633.96
83	12/1/2006	944.71	0.00	949.75	-949.75	127,583.71
84	1/1/2007	944.71	0.00	956.88	-956.88	128,540.59
85	2/1/2007	944.71	0.00	964.05	-964.05	129,504.64
86	3/1/2007	944.71	0.00	971.28	-971.28	130,475.92
87	4/1/2007	944.71	0.00	978.57	-978.57	131,454.49
88	5/1/2007	944.71	0.00	985.91	-985.91	132,440.40
89	6/1/2007	944.71	0.00	993.30	-993.30	133,433.70
90	7/1/2007	944.71	0.00	1,000.75	-1,000.75	134,434.45
91	8/1/2007	944.71	0.00	1,008.26	-1,008.26	135,442.71
92	9/1/2007	944.71	0.00	1,015.82	-1,015.82	136,458.53
93	10/1/2007	944.71	0.00	1,023.44	-1,023.44	137,481.97
94	11/1/2007	944.71	0.00	1,031.11	-1,031.11	138,513.08
95	12/1/2007	944.71	0.00	1,038.85	-1,038.85	139,551.93
96	1/1/2008	944.71	0.00	1,046.64	-1,046.64	140,598.57
97	2/1/2008	944.71	0.00	1,054.49	-1,054.49	141,653.06
98	3/1/2008	944.71	0.00	1,062.40	-1,062.40	142,715.46
99	4/1/2008	944.71	0.00	1,070.37	-1,070.37	143,785.83
100	5/1/2008	944.71	0.00	1,078.39	-1,078.39	144,864.22
101	6/1/2008	944.71	0.00	1,086.48	-1,086.48	145,950.70
102	7/1/2008	944.71	0.00	1,094.63	-1,094.63	147,045.33
103	8/1/2008	944.71	0.00	1,102.84	-1,102.84	148,148.17
104	9/1/2008	944.71	0.00	1,111.11	-1,111.11	149,259.28
105	10/1/2008	944.71	0.00	1,119.44	-1,119.44	150,378.72
106	11/1/2008	944.71	0.00	1,127.84	-1,127.84	151,506.56
107	12/1/2008	944.71	0.00	1,136.30	-1,136.30	152,642.86
108	1/1/2009	944.71	0.00	1,144.82	-1,144.82	153,787.68
109	2/1/2009	944.71	0.00	1,153.41	-1,153.41	154,941.09
110	3/1/2009	944.71	0.00	1,162.06	-1,162.06	156,103.15
111	4/1/2009	944.71	0.00	1,170.77	-1,170.77	157,273.92
112	5/1/2009	944.71	0.00	1,179.55	-1,179.55	158,453.47
113	6/1/2009	944.71	0.00	1,188.40	-1,188.40	159,641.87
114	7/1/2009	944.71	0.00	1,197.31	-1,197.31	160,839.18
115	8/1/2009	944.71	0.00	1,206.29	-1,206.29	162,045.47
116	9/1/2009	944.71	0.00	1,215.34	-1,215.34	163,260.81
117	10/1/2009	944.71	0.00	1,224.46	-1,224.46	164,485.27
118	11/1/2009	944.71	0.00	1,233.64	-1,233.64	165,718.91
119	12/1/2009	944.71	0.00	1,242.89	-1,242.89	166,961.80
120	1/1/2010	944.71	1,200.00	1,252.21	-52.21	167,014.01
121	2/1/2010	944.71	1,200.00	1,252.61	-52.61	167,066.62
122	3/1/2010	944.71	2,000.00	1,253.00	747.00	166,319.62
123	4/1/2010	944.71	1,200.00	1,247.40	-47.40	166,367.02
124	5/1/2010	944.71	0.00	1,247.75	-1,247.75	167,614.77
125	6/1/2010	944.71	1,200.00	1,257.11	-57.11	167,671.88
126	7/1/2010	944.71	0.00	1,257.54	-1,257.54	168,929.42
127	8/1/2010	944.71	0.00	1,266.97	-1,266.97	170,196.39

128	9/1/2010	944.71	0.00	1,276.47	-1,276.47	171,472.86
129	10/1/2010	944.71	0.00	1,286.05	-1,286.05	172,758.91
130	11/1/2010	944.71	0.00	1,295.69	-1,295.69	174,054.60
131	12/1/2010	944.71	0.00	1,305.41	-1,305.41	175,360.01
132	1/1/2011	944.71	0.00	1,315.20	-1,315.20	176,675.21
133	2/1/2011	944.71	0.00	1,325.06	-1,325.06	178,000.27
134	3/1/2011	944.71	0.00	1,335.00	-1,335.00	179,335.27
135	4/1/2011	944.71	1,700.00	1,345.01	354.99	178,980.28
136	5/1/2011	944.71	0.00	1,342.35	-1,342.35	180,322.63
137	6/1/2011	944.71	500.00	1,352.42	-852.42	181,175.05
138	7/1/2011	944.71	0.00	1,358.81	-1,358.81	182,533.86
139	8/1/2011	944.71	500.00	1,369.00	-869.00	183,402.86
140	9/1/2011	944.71	1,000.00	1,375.52	-375.52	183,778.38
141	10/1/2011	944.71	2,000.00	1,378.34	621.66	183,156.72
142	11/1/2011	944.71	0.00	1,373.68	-1,373.68	184,530.40
143	12/1/2011	944.71	0.00	1,383.98	-1,383.98	185,914.38
144	1/1/2012	944.71	0.00	1,394.36	-1,394.36	187,308.74
145	2/1/2012	944.71	0.00	1,404.82	-1,404.82	188,713.56
146	3/1/2012	944.71	0.00	1,415.35	-1,415.35	190,128.91
147	4/1/2012	944.71	0.00	1,425.97	-1,425.97	191,554.88
148	5/1/2012	944.71	1,000.00	1,436.66	-436.66	191,991.54
149	6/1/2012	944.71	0.00	1,439.94	-1,439.94	193,431.48
150	7/1/2012	944.71	0.00	1,450.74	-1,450.74	194,882.22
151	8/1/2012	944.71	0.00	1,461.62	-1,461.62	196,343.84
152	9/1/2012	944.71	0.00	1,472.58	-1,472.58	197,816.42
153	10/1/2012	944.71	0.00	1,483.62	-1,483.62	199,300.04
154	11/1/2012	944.71	0.00	1,494.75	-1,494.75	200,794.79
155	12/1/2012	944.71	0.00	1,505.96	-1,505.96	202,300.75
156	1/1/2013	944.71	0.00	1,517.26	-1,517.26	203,818.01
157	2/1/2013	944.71	0.00	1,528.64	-1,528.64	205,346.65
158	3/1/2013	944.71	0.00	1,540.10	-1,540.10	206,886.75
159	4/1/2013	944.71	0.00	1,551.65	-1,551.65	208,438.40
160	5/1/2013	944.71	0.00	1,563.29	-1,563.29	210,001.69
161	6/1/2013	944.71	0.00	1,575.01	-1,575.01	211,576.70
162	7/1/2013	944.71	0.00	1,586.83	-1,586.83	213,163.53
163	8/1/2013	944.71	0.00	1,598.73	-1,598.73	214,762.26
164	9/1/2013	944.71	0.00	1,610.72	-1,610.72	216,372.98
165	10/1/2013	944.71	0.00	1,622.80	-1,622.80	217,995.78
166	11/1/2013	944.71	0.00	1,634.97	-1,634.97	219,630.75
167	12/1/2013	944.71	0.00	1,647.23	-1,647.23	221,277.98
168	1/1/2014	944.71	0.00	1,659.58	-1,659.58	222,937.56
169	2/1/2014	944.71	0.00	1,672.03	-1,672.03	224,609.59
170	3/1/2014	944.71	1,000.00	1,684.57	-684.57	225,294.16
171	4/1/2014	944.71	0.00	1,689.71	-1,689.71	226,983.87
172	5/1/2014	944.71	5,000.00	1,702.38	3,297.62	223,686.25
173	6/1/2014	944.71	0.00	1,677.65	-1,677.65	225,363.90
174	7/1/2014	944.71	0.00	1,690.23	-1,690.23	227,054.13
175	8/1/2014	944.71	1,000.00	1,702.91	-702.91	227,757.04
176	9/1/2014	944.71	0.00	1,708.18	-1,708.18	229,465.22

177	10/1/2014	944.71	0.00	1,720.99	-1,720.99	231,186.21
178	11/1/2014	944.71	0.00	1,733.90	-1,733.90	232,920.11
179	12/1/2014	944.71	1,000.00	1,746.90	-746.90	233,667.01
180	1/1/2015	944.71	0.00	1,752.50	-1,752.50	235,419.51
181	2/1/2015	944.71	0.00	1,765.65	-1,765.65	237,185.16
182	3/1/2015	944.71	1,000.00	1,778.89	-778.89	237,964.05
183	4/1/2015	944.71	0.00	1,784.73	-1,784.73	239,748.78
184	5/1/2015	944.71	5,000.00	1,798.12	3,201.88	236,546.90
185	6/1/2015	944.71	0.00	1,774.10	-1,774.10	238,321.00
186	7/1/2015	944.71	0.00	1,787.41	-1,787.41	240,108.41
187	8/1/2015	944.71	0.00	1,800.81	-1,800.81	241,909.22
188	9/1/2015	944.71	0.00	1,814.32	-1,814.32	243,723.54
189	10/1/2015	944.71	0.00	1,827.93	-1,827.93	245,551.47
190	11/1/2015	944.71	0.00	1,841.64	-1,841.64	247,393.11
191	12/1/2015	944.71	0.00	1,855.45	-1,855.45	249,248.56
192	1/1/2016	944.71	0.00	1,869.36	-1,869.36	251,117.92
193	2/1/2016	944.71	0.00	1,883.38	-1,883.38	253,001.30
194	3/1/2016	944.71	0.00	1,897.51	-1,897.51	254,898.81
195	4/1/2016	944.71	0.00	1,911.74	-1,911.74	256,810.55
196	5/1/2016	944.71	0.00	1,926.08	-1,926.08	258,736.63
197	6/1/2016	944.71	0.00	1,940.52	-1,940.52	260,677.15 ✓
198	7/1/2016	944.71	0.00	1,955.08	-1,955.08	262,632.23 ✓
199	8/1/2016	944.71	0.00	1,969.74	-1,969.74	264,601.97
200	9/1/2016	944.71	0.00	1,984.51	-1,984.51	266,586.48
201	10/1/2016	944.71	0.00	1,999.40	-1,999.40	268,585.88
202	11/1/2016	944.71	0.00	2,014.39	-2,014.39	270,600.27
203	12/1/2016	944.71	0.00	2,029.50	-2,029.50	272,629.77
204	1/1/2017	944.71	0.00	2,044.72	-2,044.72	274,674.49
205	2/1/2017	944.71	0.00	2,060.06	-2,060.06	276,734.55
206	3/1/2017	944.71	0.00	2,075.51	-2,075.51	278,810.06
207	4/1/2017	944.71	0.00	2,091.08	-2,091.08	280,901.14
208	5/1/2017	944.71	0.00	2,106.76	-2,106.76	283,007.90
209	6/1/2017	944.71	0.00	2,122.56	-2,122.56	285,130.46
210	7/1/2017	944.71	0.00	2,138.48	-2,138.48	287,268.94
211	8/1/2017	944.71	0.00	2,154.52	-2,154.52	289,423.46
212	9/1/2017	944.71	0.00	2,170.68	-2,170.68	291,594.14
213	10/1/2017	944.71	0.00	2,186.96	-2,186.96	293,781.10
214	11/1/2017	944.71	0.00	2,203.36	-2,203.36	295,984.46
215	12/1/2017	944.71	0.00	2,219.88	-2,219.88	298,204.34
216	1/1/2018	944.71	0.00	2,236.53	-2,236.53	300,440.87
217	2/1/2018	944.71	0.00	2,253.31	-2,253.31	302,694.18
218	3/1/2018	944.71	0.00	2,270.21	-2,270.21	304,964.39
219	4/1/2018	944.71	0.00	2,287.23	-2,287.23	307,251.62
220	5/1/2018	944.71	0.00	2,304.39	-2,304.39	309,556.01
221	6/1/2018	944.71	0.00	2,321.67	-2,321.67	311,877.68
222	7/1/2018	944.71	0.00	2,339.08	-2,339.08	314,216.76
223	8/1/2018	944.71	0.00	2,356.63	-2,356.63	316,573.39
224	9/1/2018	944.71	0.00	2,374.30	-2,374.30	318,947.69
225	10/1/2018	944.71	0.00	2,392.11	-2,392.11	321,339.80

226	11/1/2018	944.71	0.00	2,410.05	-2,410.05	323,749.85
227	12/1/2018	944.71	0.00	2,428.12	-2,428.12	326,177.97
228	1/1/2019	944.71	0.00	2,446.33	-2,446.33	328,624.30
229	2/1/2019	944.71	0.00	2,464.68	-2,464.68	331,088.98
230	3/1/2019	944.71	0.00	2,483.17	-2,483.17	333,572.15
231	4/1/2019	944.71	0.00	2,501.79	-2,501.79	336,073.94
232	5/1/2019	944.71	0.00	2,520.55	-2,520.55	338,594.49
233	6/1/2019	944.71	0.00	2,539.46	-2,539.46	341,133.95
234	7/1/2019	944.71	0.00	2,558.50	-2,558.50	343,692.45
235	8/1/2019	944.71	0.00	2,577.69	-2,577.69	346,270.14
236	9/1/2019	944.71	0.00	2,597.03	-2,597.03	348,867.17
237	10/1/2019	944.71	0.00	2,616.50	-2,616.50	351,483.67
238	11/1/2019	944.71	0.00	2,636.13	-2,636.13	354,119.80
239	12/1/2019	944.71	0.00	2,655.90	-2,655.90	356,775.70
240	1/1/2020	359,451.52	70,956.66	2,675.82	68,280.84	288,494.86



Levy payments

Veronica Drafts <vdrafts@optimum.net>

To: Tarance Drafts <tdrafts6@gmail.com>, Valerie Drafts <vdrafts@verizon.net>

Mon, Mar 7, 2016 at 3:35 PM

Levy payments

2014

March \$1000.00

May \$5000.00

August \$1000.00

December \$1000.00

Payments 2015

March \$1000.00

May \$5000.00

July \$2500.00

August \$1000.00

September \$1000.00

October \$1000.

November \$1400

December \$1400

Payments 2016

2011 Nov

2004 paid property taxes \$6,479.73

039

Levy Loan

Started in 2/1999

Initial terms for the payments were \$100,00. with additional loans of \$20,000. and \$15,000.

Total mortgage \$135,000.

Breakdown of payment was for the \$100,00 \$944.71 and \$250 for principal and interest for payment \$1194.71

Then for the \$15,000. It was for 5 years without interest with a payment of \$134.96. which started in Feb 2000.

8/24/04 last payment was 2003 in arrears of \$10,000.

8/30/04 we paid his property taxes of \$6,479.73

9/04 Levy paid \$5000 for taxes

2010:

Jan 29,- \$1200 - Feb 18, \$1200 - Mar 12, \$500. - Mar 22, \$500 - Mar 23, \$500 - Mar 24, \$500

Apr 21, \$1200 - Jun 3, \$1200.

TOTAL FOR 2010 \$6,800.00 .

2011:

Apr 6, \$1200 - Apr 15, \$500 - Jun 3, \$500 - Aug 8, \$500 - Sept 20, \$1000 - Oct 27, \$2000.

TOTAL FOR 2011 \$5,700.00 .

2009 Property Taxes was paid by Mrs. Drafts. She allowed me to reimburse her with three payments at

\$2,365.00 each. The payment was paid on Nov 12, 2010 - Nov 26, 2010 and Jan 31, 2011

TOTAL \$7,095.00.

May 2012 \$1,000.00

Levy payments

2014

March \$1000.00

May \$5000.00

August \$1000.00

December \$1000.00

Payments 2015

March \$1000.00

May \$5000.00

No payments for 2013

040

JOSEPH HENRY, P.C.
Attorney at Law
Certified Mediator
1708 B Richland Street
Columbia, South Carolina 29201
(803) 929-3484
(803) 929-3485 Facsimile

October 23, 2018

Warren R. Herndon, Jr., Esquire
Woodward Cothran & Herndon
218 E. Main Street, Ste 2
Lexington, SC 29072

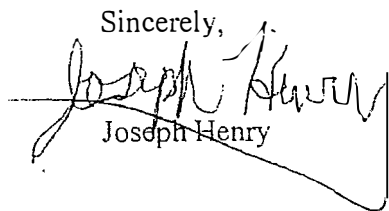
Re: Valerie Drafts; Veronica Drafts; and Tarance F. Drafts, III. V, R.O. Levy; SC
Department of Revenue; The United States of America; Batesville Casket Co.
C/A No.: 2016-CP-32-04163

Dear Mr. Herndon:

My firm has been retained to assist in the defense of your action against Mr. R.O. Levy. I have begun my review of the documentation in this case and I am writing you concerning your responses to Defendant's Requests To Admit and Accompanying Interrogatory. It appears from my review that your responses to some of the requests are inadequate. For example, you stated that a detailed itemized list of missed payments including the dates and amounts of such payments was provided to Defendant by Attorney Henrietta Gill. However, I have not seen a list meeting this description. In addition, you stated that the original lender and the wife of the original lender made efforts to collect on the alleged missed payments. My review of the file does not reveal any prior demand letters or other documentation evidencing these efforts. You made a similar reply to request #5 but provided no documentation as requested in the Interrogatory to support this denial. In your response to Request #7 you deny that the claims of the original lender, the first assignee, and the current assignee are subject to the Doctrine of Laches but provide no documentation as requested to support this assertion. Likewise, you provide no supporting documentation for your denial of Requests #8, #9, #10, and #11 and you did not provide the documentation requested by the Accompanying Interrogatory.

We are requesting that you provide supplemental responses to these requests within the next 10 days in order that we may avoid the necessity of filing a Motion To Compel. We would also like to finalize some dates to expedite mediation of this matter. Thank you in advance for your cooperation in this matter.

With kind regards, I am

Sincerely,

Joseph Henry

JH/s

WOODWARD COTHRAN & HERNDON

Edward M. Woodward, Jr.
Darra W. Cothran
Warren R. Herndon, Jr.

Attorneys at Law
218 E. Main Street, Suite 2
Lexington, SC 29072
Telephone 803-799-9772
Facsimile 803-799-3256

October 30, 2018

Joseph Henry, P.C.
Attorney at Law
1708 B Richland Street
Columbia, SC 29201

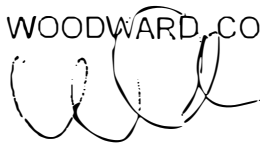
RE: Valerie Drafts, Veronica Drafts and Tarance F. Drafts, III vs.
R.O. Levy, SC Department of Revenue, The United States of America
and Batesville Casket Co.
Civil Action No.: 2016-CP-32-04163
WCH File No.: 16-8265

Dear Mr. Henry:

In response to your October 23, 2018 letter, I enclose my April 6, 2018 letter to Mr. Levy with Ms. Gill's calculations. They are in great detail. It would be helpful to forward any payments that Mr. Levy can document that are not properly applied to the account. Otherwise, my clients are relying on these figures. Further, Ms. Gill can testify about collection efforts.

Finally, the issues concerning Mr. Levy's theory of laches and statutes of limitations are not supported by the facts of the case.

WOODWARD COTHRAN & HERNDON



Warren R. Herndon, Jr.

WRHjr/khm
enclosures

cc: Tarance F. Drafts, via email tfdrafts6@gmail.com
Henrietta Gill, Esquire, via email henrietta.gill.law@gmail.com



042

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	ELEVENTH JUDICIAL CIRCUIT
COUNTY OF LEXINGTON	)	
	)	Civil Action Number: 2016CP3204163
Valarie Drafts, Veronica Drafts, and	)	
Tarance Drafts, III,	)	
	)	
Plaintiffs,	)	DEFENDANT'S MOTION TO
	)	RESCIND FORECLOSURE ORDER
v.	)	
	)	
R.O. Leevy, South Carolina	)	
Department of Revenue, The United	)	
States of America, and Batesburg	)	
Casket Co.,	)	
	)	
Defendants.	)	
	)	

TO: VALARIE DRAFTS, VERONICA DRAFTS, TARANCE DRAFTS, III, PLAINTIFFS IN THE ABOVE-REFERENCED ACTION, AND WARREN R. HERNDON, JR., ESQUIRE THEIR ATTORNEY, YOU WILL PLEASE TAKE NOTICE THAT THE DEFENDANT, R.O. LEEVY BY AND THROUGH HIS UBDESRIGNED COUNSEL WILL MOVE BEFORE THE HONORABLE JAMES SPENCE MASTER IN EQUITY FOR LEXINGTON COUNTY TEN DAYS AFTER SERVICE HEREOF AT 10:00 A.M. IN THE FORENOON FOR AN ORDED RESCINDING THE FORECLOSURE AND PROPOSED SALE OF DEFENDANT'S PROPERTY CURRENTLY SCHEDULED FOR APRIL 1, 2019. THE MOTION WILL BE BASED UPON BUT NOT LIMITED TO THE FOLLOWING:

1. That the undersigned counsel for Defendant filed a Notice of Appearance on October 18, 2018 and notified opposing counsel of the same by letter of the same date.
2. That Defendant's undersigned counsel sent Requests for Admissions to opposing counsel and a subsequent notice of the insufficiency of his answers to the same with a request that he supplement the same.
3. That opposing counsel attempted to supplement his answers but did not do so fully and appropriately as he did not address any components of the accompanying interrogatory which required him to support any answer denying a request with supporting documentation.
4. That Plaintiffs' failure to adequately answer the Requests for Admissions within the prescribed time or to fully supplement his inadequate responses is tantamount to admissions against the interest of his clients thereby negating any claim for the right to a foreclosure as the admissions concern the essence of their claims.
5. That Plaintiffs' failure to inform the court of the undersign attorney's involvement in the case and failure to inform the undersigned of his request for a hearing deprived Defendant of notice and the right to be heard before his property was wrongfully foreclosed.

6. That Defendant respectfully request this Honorable Court rescind the Order of Foreclosure and cancel the scheduled sale.

This motion will further be based upon legal memorandum, the arguments of counsel and such other and further evidence as the court may allow.

JOSEPH HENRY, P.C., ATTORNEY AT LAW

By: s/Joseph Henry
Joseph Henry
113 Walters Road
Irmo, S.C. 29063
(803) 553-5031
(803) 401-5092(Fax)
Attorney for Defendant

Columbia, South Carolina
March22, 2019

JOSEPH HENRY, P.C.

Attorney at Law
Certified Mediator
113 Walters Road
Irmo, SC 29063
(803) 553-5031
Fax (803) 401-5092

To: Honorable James Otto Spence Fax No.: 803-785-0609 To: Warren R. Herndon, Jr., Esquire Fax No.: 803-799-3256	Date: July 2, 2019
From: Joseph Henry	Total No. of Pages: 6 total
Re: Drafts v. R. O. Levy et al	Client/Case No./Claim No.: 2016CP3204163

MESSAGE:

Attached please find the documents we discussed during our telephone conference today. In this regard, please find attached the following: two attempts at electronic filing of the Notice of Appearance, the hard copy version that was mailed to the clerk and Mr. Herndon, and a copy of my letter to Mr. Herndon regarding the Requests To Admit. If you should have any questions, please contact me.

Thank you.

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS ATTORNEY-CLIENT PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. WE WILL REIMBURSE YOU FOR ANY EXPENSES INCURRED. THANK YOU.

045

JOSEPH HENRY, P.C.
Attorney at Law
Certified Mediator
1708 B Richland Street
Columbia, South Carolina 29201
(803) 929-3484
(803) 929-3485 Facsimile

COPY

October 23, 2018

Warren R. Herndon, Jr., Esquire
Woodward Cothran & Herndon
218 E. Main Street, Ste 2
Lexington, SC 29072

Re: Valerie Drafts; Veronica Drafts; and Tarance F. Drafts, III. V, R.O. Levy; SC
Department of Revenue; The United States of America; Batesville Casket Co.
C/A No.: 2016-CP-32-04163

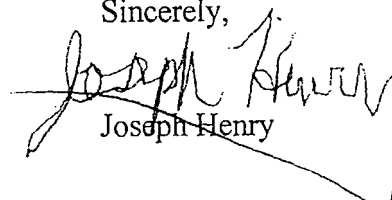
Dear Mr. Herndon:

My firm has been retained to assist in the defense of your action against Mr. R.O. Levy. I have begun my review of the documentation in this case and I am writing you concerning your responses to Defendant's Requests To Admit and Accompanying Interrogatory. It appears from my review that your responses to some of the requests are inadequate. For example, you stated that a detailed itemized list of missed payments including the dates and amounts of such payments was provided to Defendant by Attorney Henrietta Gill. However, I have not seen a list meeting this description. In addition, you stated that the original lender and the wife of the original lender made efforts to collect on the alleged missed payments. My review of the file does not reveal any prior demand letters or other documentation evidencing these efforts. You made a similar reply to request #5 but provided no documentation as requested in the Interrogatory to support this denial. In your response to Request #7 you deny that the claims of the original lender, the first assignee, and the current assignee are subject to the Doctrine of Laches but provide no documentation as requested to support this assertion. Likewise, you provide no supporting documentation for your denial of Requests #8, #9, #10, and #11 and you did not provide the documentation requested by the Accompanying Interrogatory.

We are requesting that you provide supplemental responses to these requests within the next 10 days in order that we may avoid the necessity of filing a Motion To Compel. We would also like to finalize some dates to expedite mediation of this matter. Thank you in advance for your cooperation in this matter.

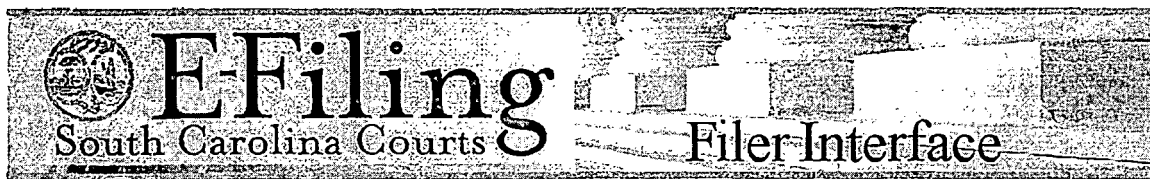
With kind regards, I am

Sincerely,


Joseph Henry

JH/s

046

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☐ 1597605		Valerie Drafts, plaintiff, et al VS R O Levy, defendant, et al	2016CP3204163	03-29-2019 03:36:15 PM	Notice/Notice of Appearance	Common Pleas	Lexington	Packaged		

Number of Filings: 1 [Message from the court/clerk](#)

1

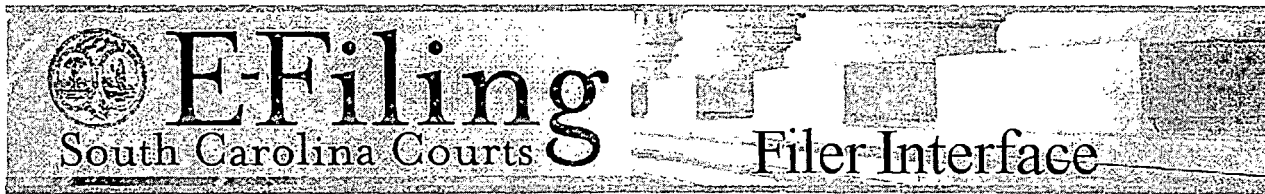
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Motion to Pending

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047

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user: Joseph Henry

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County: Lexington Court Agency: Common Pleas Case Type: Common Pleas Case Subtype: (420) Foreclosure

Action Type

Action *

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048

JOSEPH HENRY, P.C.
Attorney at Law
Certified Mediator
1708 B Richland Street
Columbia, South Carolina 29201
(803) 929-3484
(803) 929-3485 Facsimile

COPY

October 18, 2018

The Honorable Lisa Comer
Clerk of Court, Lexington County
Judicial Center, 205 E. Main Street
Lexington, SC 29072

Re: Valerie Drafts, Veronica Drafts, and Tarance F. Drafts, III. vs. R.O. Levy, South Carolina Department of Revenue, The United States of America, and Batesville Casket Co.

Dear Ms.Comer:

Enclosed please find the original and a copy of the following document relating to the above-referenced matter:

NOTICE OF APPEARANCE

Please file the original and return the clocked copy in the enclosed envelope.

By copy of this letter I serve the same upon counsel.

With kind regards, I am

Sincerely,

Joseph Henry

JH/s

Enclosure

Cc: Warren R. Herndon, Jr., Esquire
218 E. Main Street, Ste. 2
Lexington, SC 29072

049

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

Civil Action Number: 2016CP3204163

Valerie Drafts, Veronica Drafts,
And Tarance F. Drafts, III.)

Plaintiffs,)

vs.)

NOTICE OF APPEARANCE

COPY

R.O. Levy, South Carolina)
Department of Revenue, The United)
States of America, and Batesville)
Casket Co.)

Defendants.)

YOU WILL PLEASE TAKE NOTICE that Joseph Henry of the Joseph Henry, P.C.,
Attorney at Law Firm has been retained by, and appear for the above named Defendant,
R.O. Levy in the above entitled action as attorney for Defendant.

JOSEPH HENRY, PC., ATTORNEY AT LAW

By: s\Joseph Henry
Joseph Henry
1708-B Richland Street
Columbia, South Carolina 29201
(803) 929-3484
Attorney for Plaintiff

Columbia, South Carolina

October 18, 2018

050

1 of record.

2 Also, Your Honor, the record is completely
3 devoid of any motion by Mr. Thomas Levy to be
4 relieved or any motion for a substitution of
5 counsel. So as of January 14th, when I sent my
6 letter out, the only attorney of record for Mr.
7 R.O. Levy was Mr. Thomas Levy, and so I would
8 argue under rule 5 that my duty is to give
9 written notice, and I'll go to rule 5(b)1,
10 service shall be made upon the attorney unless
11 service upon the party himself is ordered by
12 the Court.

13 Your Honor, we did the right thing. We
14 properly notified Mr. Levy through his attorney
15 of the hearing. He got Leslie's -- excuse me,
16 Ms. Shealy's email back in October, and he got
17 my letter in January.

18 And, Your Honor, this case -- this case went to
19 a sale April 1st. Since then we've had
20 scheduled hearings -- I want to be careful
21 about this -- April 24th we had a status
22 conference, on May 30th, we had a hearing.
23 There's an email to all the parties of the
24 hearing, but Mr. Henry said he didn't get
25 notice, so we rescheduled it, and then Mr.



1 Henry couldn't come on July 25th because he was
2 ill, and we had -- remember we had him on the
3 telephone, and he had a court reporter.

4 Your Honor, this is five months ago this
5 property went to sale. I think it's time for
6 it to be over, and, Your Honor, we'd ask that
7 his motion be denied.

8 **THE COURT:** All right. Thank you. Mr. Henry or Mr.
9 Levy first.

10 **MR. HENRY:** Pardon.

11 **THE COURT:** I said I'd like to hear from both of
12 you, so whichever one wants to go first.

13 **MR. HENRY:** Your Honor, this case -- first of all,
14 we filed with Mr. Herndon the Request to Admit.
15 Mr. Herndon never adequately answered those
16 requests.

17 **THE COURT:** All right. Hold on. Let me ask you a
18 question. Who determines in discovery if
19 adequate -- if responses are adequate?

20 **MR. HENRY:** The Court is the final auditor of that,
21 but some things are pretty clear if you ask the
22 question and the answer to the question is not
23 a complete answer. I don't think there's a
24 whole lot to be determined there, and I'll give
25 some examples of what I'm talking about.



1 **THE COURT:** All right. Well, hold on a minute,
2 though. What I'm trying to find out is the
3 underlying question of that. If, for example,
4 if I file -- if I file -- if an attorney files
5 a request to admit and the other attorney says
6 I don't think those are adequate, can the
7 attorney alone say I have determined they're
8 not adequate and you're in default for not
9 answering it, or does the Court have to make
10 that decision?

11 **MR. HENRY:** Here is the answer, and it's not crystal
12 clear, and this is the reason I say that,
13 because these are requests accompanied by an
14 interrogatory. The interrogatory requests
15 specific information. If that information is
16 not provided, he hasn't answered the
17 interrogatories. And you have an answer, and
18 the interrogatory is an integral part of the
19 Request to Admit, because it said support your
20 denial answers with documentation to back it
21 up. If you don't provide documentation, it's
22 clear-cut that you haven't answered that
23 request.

24 **THE COURT:** All right. Let me ask the question. On
25 your letter ---



1 MR. HENRY: Yes, sir.

2 THE COURT: --- which is Exhibit 2. At the end of
3 the letter it says, "We are requesting that you
4 provide supplemental responses to these
5 requests within ten days so that we may avoid
6 the necessity of filing a Motion to Compel."

7 MR. HENRY: All right.

8 THE COURT: So, for example, if you made that
9 argument that you just made, pursuant to a
10 Motion to Compel, then the Court would have to
11 rule on it hearing from both of you, right?

12 MR. HENRY: Taking into consideration the
13 interrogatory as it affects the request. So
14 the Court ---

15 THE COURT: All right. So that would be, yes?

16 MR. HENRY: Yes.

17 THE COURT: The Court would make all decisions?

18 MR. HENRY: The Court is the final auditor.

19 THE COURT: So theoretically while an attorney can
20 make a finding, and it might be the Court may
21 make the same finding, the procedural way to do
22 it correctly if you don't hear a response is to
23 do as you indicated provided them, or I file a
24 Rule 37.

25 MR. HENRY: I don't believe you have to file a rule



1 37 for admissions -- for Request to Admit.

2 **THE COURT:** All right. That's not what you said in
3 your letter.

4 **MR. HENRY:** I said that ---

5 **THE COURT:** Hold on one moment. Hold on. Your
6 letter did not say we are requesting you
7 provide supplemental. If you don't, I win. I
8 don't have to file a rule 37.

9 What it said was is we're requesting, so I
10 don't have the necessity of filing it.

11 **MR. HENRY:** The necessity of filing it is simply
12 saying that I can go that route. I don't have
13 to because the rule is pretty clear.

14 **THE COURT:** All right.

15 **MR. HENRY:** Either answer it within the prescribed
16 time, or you have admitted the request.

17 **THE COURT:** All right.

18 **MR. HENRY:** I don't -- whether I take action or not,
19 is irrelevant.

20 **THE COURT:** He did file an answer.

21 **MR. HENRY:** But not the answer to completely answer
22 the questions.

23 **THE COURT:** All right. He says he did. You said he
24 didn't, so y'all are disagreeing whether it's
25 adequate or not ---



1 of Appearance. Mr. Henry says he mailed a
2 letter, but that's a big difference between
3 mailing a letter to the clerk that the clerk
4 does not have. I mean, it did not show up in
5 the record, and filing a Notice of Appearance.
6 We all have a duty to do that now, and he did
7 not do that.

8 After October 30th, I honestly had no contact
9 whatsoever with Mr. Henry until he filed this
10 motion. I have every reason to believe, and
11 every reason to rely on the fact that Mr.
12 Thomas B. Levy was the attorney of record. I
13 notified him absolutely adequately as did Ms.
14 Shealy in your office as to the trial date.
15 They did not appear. I think unfortunately for
16 Mr. R.O. Levy or whatever happens on this, I
17 think the Court should deny his motion and
18 allow the compliance with the bid and the
19 issuance of the Master's deed in this case.

20 **THE COURT:** All right. Thank you. I want to move
21 to another issue about notice, because I'm very
22 concerned about what happened with the notice.
23 Now, the record indicates that Mr. Thomas Levy
24 filed an answer. He's the attorney of record.
25 I don't think any of the letters that I have



1 seen, Mr. Henry, that you filed, for example,
2 again, the October 23rd, it doesn't say Mr.
3 Herndon, my firm -- I have been substituting
4 counsel. It says my firm has been retained to
5 assist in the defense of your action against
6 Mr. Levy. Which, to me, a common understanding
7 of that would be y'all were co-counsel.

8 **MR. HENRY:** Okay.

9 **THE COURT:** Because it's not a replacement. It's a
10 co- counsel. So there's no evidence here that
11 anything was filed. I mean, we didn't get it.
12 I mean -- hold on, because I'm going to go back
13 and talk about what I think you attempted to
14 do, but we didn't get it. I mean, we didn't --
15 there was nothing on our stuff that showed it.
16 So our office had no notice that you were the
17 attorney.

18 Now, if your representation is to the Court
19 that I was co-counsel, all right, then I'll --
20 because I'm assisting and notice went to Mr.
21 Levy, then I'm not certain how notice was not
22 provided to the Defendant. Because if you've
23 got two attorneys, and one of them gets notice,
24 which Mr. Levy did, because there was notice
25 sent by email, and there was notice mailed to



1 two different addresses. I am concerned,
2 frankly, why there was no communication between
3 Mr. Levy and you as to when the trial was
4 because he got notice. I mean there's a letter
5 in there. There's an email.

6 Now, I don't -- what I'm -- what I'm -- I mean,
7 I'm confused about that. I'm very, very,
8 confused if you're co-counsel, why one person
9 gets notice of it, doesn't tell the other
10 person, and then neither one of them show up to
11 the trial.

12 **MR. HENRY:** Do you want me to respond?

13 **THE COURT:** Yes, sir. I would like a response.

14 **MR. HENRY:** The letter was written letting him know
15 I was assisting Mr. Levy, who is the Defendant.
16 It's going to Mr. Herndon letting him know that
17 Mr. Levy has asked me to help him with his
18 case.

19 **THE COURT:** Okay.

20 **MR. HENRY:** It's not this Mr. Levy (indicating).
21 It's that Mr. Levy, because I'm assisting him
22 by representing him.

23 **THE COURT:** I have been retained ---

24 **MR. HENRY:** -- that's right, by Mr. Levy ---

25 **THE COURT:** --- to assist ...



1 MR. HENRY: To assist him with the defense of his
2 case.

3 THE COURT: Okay.

4 MR. HENRY: And so I'm his lawyer. I'm notifying
5 you of that.

6 THE COURT: All right. Wait a minute, not me, him.

7 MR. HENRY: No, when I say him, I mean Mr. Herndon,
8 the "you" was just generic.

9 THE COURT: Generic, I understand.

10 MR. HENRY: Yes, sir. It's not for you.

11 THE COURT: All right.

12 MR. HENRY: And so with that, if Mr. Herndon didn't
13 believe that I was involved in the case, why
14 was he contacting me, why was he discussing the
15 case with me, why did he write me?

16 THE COURT: All right. We're going to talk about
17 that.

18 MR. HENRY: Because that would be a violation of his
19 client's rights. He would be giving out his
20 client's information to an uninvolved party,
21 and that's not appropriate.

22 THE COURT: All right. Now, let me ask you this.
23 If we're going to talk about appropriate stuff

24 ---

25 MR. HENRY: Uh-huh.



1 hearing?

2 MR. HENRY: That was prior to the hearing, because
3 you were trying to get to the bottom ---

4 THE COURT: Right. I was trying -- because you kept
5 saying I filed, so when you tried to file a
6 Notice of Appearance, what date was that?

7 MR. HENRY: I don't remember right off hand. I sent
8 over the electronic ---

9 THE COURT: All right. You should have a copy of
10 what you sent me.

11 MR. HENRY: There was an electronic filing attempt
12 -- it's very small. I'm trying to see it.
13 There's -- there was one that looks like
14 3/29/2019, and it says Notice of Appearance and
15 that's the electronic filing.

16 THE COURT: Okay. That's the one that was rejected?

17 MR. HENRY: I think that -- I never knew what
18 happened to that.

19 THE COURT: Okay. All right. So that would have
20 been -- I mean, if that was 3/29, that was
21 after the hearing.

22 MR. HERNDON: That is five weeks after the hearing,
23 Your Honor.

24 MR. HENRY: That's what it shows up on here.

25 THE COURT: Okay. So there's no -- that's after the



1 hearing, though, and Mr. Henry you can have a
2 seat. Here's what I want y'all to do. I am
3 very troubled by the whole fact that -- I am
4 just troubled by the whole process, and here's
5 what I want you to do.

6 MR. HENRY: May I just ...

7 THE COURT: Yes, sir.

8 MR. HENRY: And there's also one that says
9 10/22/2018, so there were two electronic filing
10 notices.

11 THE COURT: Okay. So you would have tried to have
12 filed the day before you sent Mr. Herndon the
13 letter?

14 MR. HENRY: Right.

15 THE COURT: All right. Okay. But then for whatever
16 reason, it didn't take?

17 MR. HENRY: That's right.

18 THE COURT: So it didn't show up to us, and it
19 didn't show up to him.

20 MR. HENRY: And I also send a hard copy in the mail

21 ---

22 THE COURT: Okay.

23 MR. HENRY: --- addressed to Mr. Herndon ---

24 THE COURT: To Mr. Herndon.

25 MR. HENRY: --- and to the clerk.



1 THE COURT: Okay. All right. Here's what I want
2 y'all to do. All right. By next Friday ---

3 MR. HENRY: May I interject. I have a trial
4 starting -- a Federal trial starting in -- we
5 select the jury next week.

6 THE COURT: Okay. So tell me more about the trial.
7 I mean, is it a two day trial, a week trial?

8 MR. HENRY: I don't know long it's going to be
9 because I don't know how many witnesses the
10 government is going to produce yet.

11 THE COURT: What type of trial is it?

12 MR. HENRY: Dog fighting and gun possession by a
13 convicted felon.

14 THE COURT: Okay. Here's what I want y'all to do
15 then. By this Friday, all right. Mr. Herndon,
16 you're the Plaintiff, so you get the global
17 email. By this Friday, I want you to do a
18 global email to the Court, to Mr. Henry, and
19 Mr. Levy, who still is the attorney of record
20 regardless of this I'm trying to get in. I'm
21 trying to get out. We're going to talk about
22 that in a moment -- that says we chatted. We
23 propose to send you proposed orders by this
24 date. All right. I'm going to give y'all an
25 opportunity to submit it. If you can't, tell



STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
)
COUNTY OF LEXINGTON) C/A No. 2016-CP-32-04163

Valerie Drafts; Veronica Drafts;
and Tarance F. Drafts, III,

Plaintiffs,

v.

R.O. Levy, South Carolina
Department of Revenue; The United
States of America; Batesville
Casket Co.,

Defendants.

COPY

HEARING

Thursday, January 24, 2019
10:03 a.m. - 11:07 a.m.

The hearing before the Honorable James O. Spence, Master-In-Equity for Lexington County, was taken at 205 East Main Street, Suite 204, Lexington, South Carolina on the 24th day of January, 2019 before Travis McLeod, Court Reporter and Notary Public in and for the State of South Carolina.



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063

APPEARANCES

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 Lexington, South Carolina 29072
 Attorney for the Plaintiff

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EXHIBITS

(Plaintiff's Exhibit Numbers 1 though 21 were marked prior to the hearing and introduced as follows:)

Plaintiff's Exhibit Number 1 4,9

(Last Will and Testament)

Plaintiff's Exhibit Number 2 4,10

(Petition for Probate and Letters
 Testamentary)

Plaintiff's Exhibit Number 3 4,11

(Mortgage)

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(Letter from Gill to Levy)

Plaintiff's Exhibit Number 10 4,19

(Note)



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Plaintiff's Exhibit Number 11		4,21
(Note)		
Plaintiff's Exhibit Number 12		4,23
(Federal Truth-In-Lending Disclosure Statement)		
Plaintiff's Exhibit Number 13		4,23
(Federal Truth-In-Lending Disclosure Statement)		
Plaintiff's Exhibit Number 14		4,26
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Plaintiff's Exhibit Number 20		4,39
(Texts from Levy)		
Plaintiff's Exhibit Number 21		4,41
(Texts from Levy)		



1 (Plaintiff's Exhibit Numbers 1 through 21 were marked
2 prior to the hearing.)

3 CALL TO ORDER:

4 **THE COURT:** All right. We're here on Drafts versus
5 Levy et al. It's Case 2016-CP-32-4163 pursuant
6 to a February 2nd, 2017 Order of Reference
7 signed by Judge Keesley. This is a contested
8 foreclosure case. After the Order Reference in
9 2017, we have various status conferences, set
10 trials that were continued. So, we're here now
11 on the continued trial date. What I would ask
12 is I know we've got various parties of
13 attorneys in the room. I'll ask for the record
14 before we get into the case. If everybody will
15 just stand, tell who they are and who they
16 represent. Mr. Herndon.

17 **MR. HERNDON:** Your Honor, I'm Warren Herndon. I
18 represent the Plaintiffs, all three of the
19 Drafts -- the Plaintiffs.

20 **THE COURT:** All right. Thank you. Ms. Gill.

21 **MS. GILL:** Your Honor, I'm a witness today.

22 **THE COURT:** All right. Thank you.

23 **MS. GILL:** For the Plaintiff.

24 **THE COURT:** All right. Yes, sir.

25 **MR. DRAFTS:** Judge, I'm Tarance Drafts, I'm the



1 Plaintiff.

2 **THE COURT:** Thank you.

3 **MS. DRAFTS:** Wendy Drafts, Plaintiff.

4 **THE COURT:** All right. Thank you. All right.

5 Before we begin, have you heard anything from
6 the principle Defendant?

7 **MR. HERNDON:** Your Honor, I have not. And I went
8 back and did a little research. First of all,
9 I e-filed this morning our notice letter we
10 sent on January 14th. I double-checked the
11 P.O. Box to Mr. Thomas Levy, who is the brother
12 of the -- and the attorney for the Defendant.
13 I double-checked the P.O. Box and it was
14 correct. We gave him those notices of --
15 notice of the hearing. And also, Your Honor,
16 I went back and would like to note for the
17 record, your emails and our email chain
18 concerning -- and I'd like to put in the
19 records the dates that those were sent.

20 **THE COURT:** Yes, sir.

21 **MR. HERNDON:** On October 17th, 2018, Leslie Shealy
22 from your office sent to all the attorneys,
23 including Mr. Levy, a calendar notice for
24 Thursday, January 24th at 10:00 a.m. for the
25 trial. And then, I would like to also note



1 that on January 16th, Leslie Shealy also sent
2 another email reminding everyone of the trial.
3 And I did not bring the most recent one, but I
4 think on Monday, your staff sent another email
5 to confirm whether I had a Court Reporter and
6 that we were trying the case. And I responded
7 that we had a Court Reporter lined up. So, Mr.
8 Levy has full notice of this proceedings.

9 **THE COURT:** All right. Thank you. I will call
10 attention to the fact that on the binder of the
11 case there is an answer. The answer is a --
12 it's a -- it's a denial.

13 **MR. HERNDON:** Yes, sir.

14 **THE COURT:** That -- it's a -- it's a -- I don't want
15 to say just a general generic denial, but it's
16 a -- I mean, the answer that was filed speaks
17 for itself.

18 **MR. HERNDON:** Yes, sir. That's the casket company.

19 **THE COURT:** That's -- that's a -- we've got several
20 junior creditor answers. That's Revenue
21 answer. That's U.S.A. answer. That's U.S.A.
22 That's -- all right. That's the answer where
23 a jury trial was demanded. We tried to address
24 that at status conference. There was never any
25 response on that and it was referred in ---



1 MR. HERNDON: And he never appealed that order, Your
2 Honor.

3 THE COURT: And the Order of Reference was never
4 appealed. And the -- there is a general denial
5 and it basically says, I'm generally denying
6 it. I have questions about standing. It's a
7 very generic -- generic general denial.

8 MR. HERNDON: Yes, sir.

9 THE COURT: What it is, it does not -- it doesn't
10 raise anything -- it speaks for itself is what
11 the answer is. Okay.

12 MR. HERNDON: Thank you, Your Honor.

13 THE COURT: Anything further?

14 MR. HERNDON: Nothing. I just ---

15 THE COURT: You ready to call your client and ---

16 PLAINTIFF'S POSITION:

17 MR. HERNDON: I will -- I will my client. I did
18 want to kind of preface this. Your Honor, the
19 original -- the original mortgagee in this
20 matter is deceased.

21 THE COURT: Right.

22 MR. HERNDON: And I've got a trail of the -- of the
23 ownership holders of the note and mortgages.
24 I'd like to get a few things in the record
25 first and then, call my first witness.



1 **THE COURT:** All right. Thank you. And again, my
2 understanding from the pleadings is is there
3 are three separate notes and three separate
4 mortgages and you're foreclosing on all of
5 them?

6 **MR. HERNDON:** Your Honor, we have subsequently
7 determined that the initial note for \$5,000 was
8 actually blended into the second two notes.

9 **THE COURT:** Okay.

10 **MR. HERNDON:** So, that first one, we are -- we are
11 moving to strike any allegations concerning the
12 \$5,000 note.

13 **THE COURT:** All right. And -- all right. What
14 about the corresponding mortgage?

15 **MR. HERNDON:** That will be satisfied through this
16 action.

17 **THE COURT:** Okay. All right. Thank you.

18 **MR. HERNDON:** Yes, sir.

19 **THE COURT:** Thank you.

20 **MR. HERNDON:** We'll clean that up when -- when we --
21 when we finish it.

22 **THE COURT:** All right. Thank you. Yes, sir.

23 **MR. HERNDON:** Your Honor, for my first exhibit, I
24 would like to present a copy I've labeled
25 Exhibit Number 1. A copy of the last Will And



1 Testament of Tarance F. Drafts. It comes from
2 the Lexington County Probate Records 2005,
3 ES3200239. It is a copy of Mr. Drafts' will.
4 Mr. Drafts being the original mortgagee.
5 Paragraph Number -- the third paragraph on
6 Number 2 of the Will -- on Page 2 of the Will
7 provides that everything will go to his wife,
8 Willie Mae Drafts. And I'd like to enter this
9 as my Exhibit Number 1.

10 **THE COURT:** All right. We'll let ---

11 **MR. HERNDON:** Your Honor, I have extra copies.
12 Would you like for me to give a copy as we go
13 through this?

14 **THE COURT:** If you would, please.

15 **MR. HERNDON:** Sure.

16 **THE COURT:** Thank you.

17 **MR. HERNDON:** Yes, sir.

18 **THE COURT:** Number 1 without objection.

19 **(Plaintiff's Exhibit Number 1 was admitted into**
20 **evidence.)**

21 **MR. HERNDON:** Thank you. Also, Your Honor, from the
22 probate records that I just referenced, I have
23 a copy of the -- the petition for Probate and
24 letters testamentary. Mr. Drafts' estate was
25 filed in New York and an exemplified copy was



1 filed with Anne Boatwright. I met with her on
2 that. And I would like to note ---

3 **THE COURT:** And I'll for the record note that Ms.
4 Anne Boatwright is synonymous with the
5 Lexington County Probate Office.

6 **MR. HERNDON:** Yes. That's a good way to put it,
7 Your Honor. And my Exhibit Number 2 is a
8 petition for Probate. It sets out the date of
9 death. It also -- just for the record, not
10 that it really matters because we have
11 assignments, but it does list the three
12 children also.

13 **THE COURT:** All right. Thank you.

14 **MR. HERNDON:** So, Your Honor, I -- my Exhibit Number
15 2 is the Petition for Probate coming from our
16 probate records.

17 **THE COURT:** All right. Without objection.

18 (Plaintiff's Exhibit Number 2 was admitted into
19 evidence.)

20 **MR. HERNDON:** Thank you. Next, Your Honor, I would
21 like to present a -- for Exhibit Number 3, a
22 certified copy of a mortgage and it's
23 referenced in the summons complaint, this is
24 \$120,000 mortgage recorded in Book 5466 at Page
25 74. I would ask that my copy be entered as



1 Exhibit Number 3.

2 **THE COURT:** Without objection.

3 (Plaintiff's Exhibit Number 3 was admitted into
4 evidence.)

5 **MR. HERNDON:** May I approach?

6 **THE COURT:** Yes, sir. Thank you.

7 **MR. HERNDON:** For Exhibit Number 4, Your Honor, I
8 present a certified true copy of the assignment
9 of that mortgage to Valerie Drafts, Veronica
10 Drafts and Tarance F. Drafts the III by Willie
11 Mae Drafts, the heir of Tarance Drafts; and
12 would ask that my assignment be entered as
13 Exhibit Number 4.

14 **THE COURT:** Well, without objection. That's the
15 assignment of the mortgage referenced in
16 Exhibit 3.

17 (Plaintiff's Exhibit Number 4 was admitted into
18 evidence.)

19 **MR. HERNDON:** Yes, sir, Your Honor.

20 **THE COURT:** Yep.

21 **MR. HERNDON:** For my fifth Exhibit, I would present
22 to the Court a certified copy of the \$15,000
23 mortgage referenced in the pleadings as
24 recorded in Book 5466 at Page 78. I would ask
25 the Court to enter it as my Exhibit Number 5.



1 THE COURT: Without objection, Number 5.

2 (Plaintiff's Exhibit Number 5 was admitted into
3 evidence.)

4 THE COURT: The \$15,000 mortgage is referenced in
5 the pleadings and as Mr. Herndon has just
6 stated.

7 MR. HERNDON: Thank you, Your Honor. And finally,
8 before I call my witness, I have a certified
9 true copy of the assignment of that mortgage,
10 the \$15,000 mortgage, assigning it to Valerie
11 Drafts, Veronica Drafts, and Tarance F. Drafts
12 the III, the Plaintiffs in this case. We'd
13 like to present that, Exhibit Number 6.

14 THE COURT: Without objection, Number 6.

15 (Plaintiff's Exhibit Number 6 was admitted into
16 evidence.)

17 MR. HERNDON: Thank you, Your Honor.

18 THE COURT: All right. All right. Now, just to
19 clarify what I -- what I believe to be accurate
20 is -- is while there are separate notes and
21 separate mortgages, it's the same property ---

22 MR. HERNDON: Yes, Your Honor.

23 THE COURT: --- as one -- as one-point something
24 acres out of a 2.9 acre track. It's the
25 identical piece -- they're not separate



1 properties. They're the same properties.

2 MR. HERNDON: That's correct.

3 THE COURT: And so, it'd be a first and a second?

4 MR. HERNDON: Correct.

5 THE COURT: All right. Thank you. Yes, sir.

6 MR. HERNDON: Okay. For my first witness, I'd like
7 to call attorney Henrietta Gill to the stand.

8 THE COURT: All right. If you'll come forward to be
9 sworn please.

10 HENRIETTA GILL, having been duly sworn, testifies as
11 follows:

12 BAILIFF: Please have a seat and state your full
13 name for the Court Reporter.

14 MS. GILL: Well, my name as an attorney is Henrietta
15 Gill. My married name is Henrietta Gill
16 Lyvers.

17 THE COURT: Thank you, ma'am.

18 MS. GILL - DIRECT EXAMINATION BY MR. HERNDON:

19 Q: Ms. Gill, if you would, explain to The Court
20 what you do for a living and how -- how long
21 you've been doing it.

22 A: I'm an attorney. I was sworn in May of 1979.

23 Q: And as such, have you had the occasion to do a
24 lot of real estate transactions?

25 A: I mainly do real -- I do a lot of real estate.



1 I'm a general practice. I kind of do what
2 comes in.

3 Q: Yes. How'd you come to know Mr. Tarance
4 Drafts?

5 A: Well, Ira Ruff was working on getting deeds to
6 this property. This property, today we would
7 probably call it air property. And he was
8 working on getting deeds and I think he got
9 bogged down, so he sent it to me. And I think
10 I got a few of the deeds, but I did a quiet
11 title on it.

12 Q: Uh-huh (affirmative response).

13 A: And so, that's how I really got to know Mr.
14 Drafts was his doing the quiet title.

15 Q: Did Mr. Drafts come to you concerning lending
16 money to Mr. Levy?

17 A: Yes, he did.

18 Q: And tell me -- tell me how that -- he just
19 approached you to prepare the documents, is
20 that true?

21 A: Well, he had already loaned some of it and he
22 had some documents that he showed me or some
23 that we found. He had some kind of
24 construction loan and he told me the terms of
25 what he wanted to do and so, I tried to draft



1 the documents to do what he wanted to do.

2 Q: I'm gonna go through a couple of kind of
3 preliminary documents that I want you to
4 identify from your file. The first is -- I've
5 got marked Plaintiff's Exhibit Number 7. Can
6 you identify this from your files and explain
7 to the Court what -- what this is?

8 A: This is an individual financing agreement that
9 was in my files. And of course, this was
10 probably in -- what? 1998. And it has to do
11 -- it's between Tarance Drafts and R.O. Levy.
12 And it appears that this was the original
13 agreement. Now, I had nothing to do with it,
14 but he brought it to me and it wound up in my
15 file. And it concerns his financing this
16 building that was gonna cost \$120,000 and also,
17 that the rate would be nine percent.

18 Q: Would it be ---

19 A: And ---

20 Q: Oh, go ahead. I'm sorry. I didn't mean to
21 interrupt you.

22 A: He had indicated a term of 15 or 20 years that
23 they were thinking about. And I think he also
24 said later he would loan him some more money.
25 Maybe it's in here somewhere. Anyway, it was



1 just -- it was signed by both of them and it
2 was witnessed.

3 Q: Okay. Thank you. Thank you, Ms. Gill. Next
4 ...

5 MR. HERNDON: Oh, I'd like to ask the Court to enter
6 this as my Exhibit Number 7.

7 THE COURT: 7 without objection.

8 (Plaintiff's Exhibit Number 7 was admitted into
9 evidence.)

10 MR. HERNDON: Thank you, Your Honor.

11 THE COURT: And we'll call that the construction
12 loan.

13 Q: Thank you, Your Honor. Ms. Gill, also, from
14 your files, can you identify this agreement
15 here?

16 A: This is acknowledge -- this is a document
17 entitled Acknowledgment of Debt. Now, I might
18 mention on the construction loan I had the --
19 that he had brought that to me. I had nothing
20 to do with preparing that.

21 Q: Uh-huh (affirmative response).

22 A: And that's the same with this Acknowledgment of
23 Debt and -- but, Mr. Levy signed this and also,
24 Mr. Drafts signed it and it was witnessed and
25 recorded. I'm not sure. This is speculation.



1 It doesn't quite -- but I'm not sure that it
2 might be Michael Shealy, you know, involved in
3 this. So, that's speculation. I didn't think
4 about it today. So, I haven't called him.

5 **MR. HERNDON:** Your Honor, we asked that this be
6 identified as our Exhibit Number 8.

7 **THE COURT:** Okay. Without objection, Number 8.

8 **(Plaintiff's Exhibit Number 8 was admitted into**
9 **evidence.)**

10 **MR. HERNDON:** Thank you.

11 **Q:** Ms. Gill, I'm going to ask you to identify this
12 letter, September 22, 1999 and ask if this came
13 from your office.

14 **A:** This is the letter that we sent to Thomas Levy,
15 who is R.O. Levy's brother. He -- he's the
16 attorney who's in Columbia. And basically, I
17 wrote him -- I think I had drafted the notes
18 and mortgages and sent them to him to look at.
19 And I just mentioned in it that we were doing
20 -- I believe he said we would do a 20-year
21 financing. And the way it was working was he
22 -- there was \$100,000 for the building, \$15,000
23 was to be an origination fee. And there was
24 \$5,000 interest that was due on what had been
25 loaned out. And that's how they arrived at the



1 \$120,000. But the \$15,000 that was added, he
2 wanted to do that for no interest. So, we --
3 we have this \$120,000 and \$105,000 would bear
4 interest at nine percent, you know, for 20
5 years, but the \$15,000 would be spread over
6 five years, I think. I believe that's in the
7 letter. With no interest if he paid it timely.
8 And that was basically it. We were gonna start
9 in January and it would start -- the interest
10 would start accruing on January 1st of 2000.

11 Q: What's the date of that letter, Ms. Gill?

12 A: The date of the letter is September 22nd, 1999.

13 Q: Thank you.

14 **MR. HERNDON:** I would ask that this -- a copy of
15 this letter be entered as our Exhibit Number 9.

16 **THE COURT:** Without objection.

17 **(Plaintiff's Exhibit Number 9 was admitted into**
18 **evidence.)**

19 Q: Now, Ms. Gill, I present a copy of a note
20 unsigned. Can you identify this as coming from
21 your loan file?

22 A: Yes. This is the copy of the note in -- in my
23 file.

24 Q: We will -- you will take note, Your Honor, that
25 it is not signed. Ms. Gill, do you know where



1 the original note is?

2 A: When -- when I do closings, I give the note to
3 the mortgagees, when I do a deal like this.
4 So, I'm sure I gave it to Mr. Tarance, but of
5 course, I can't remember that far back.

6 Q: Yes, ma'am. Would you -- would you publish the
7 terms of payment and the principle and note the
8 terms of payment on that?

9 A: Well, the -- the net -- the note sets forth in
10 little preamble of what I just explained. And
11 so, the note is for \$120,000 with interest at
12 nine percent, and \$105,000 of the note bears
13 interest, and \$15,000 is no interest. And the
14 \$105,000 has the term, you know, of 20 years.
15 The 15, I think, had a five-year term.

16 Q: Kind of with ---

17 A: The total monthly installment was \$1,194.71
18 beginning February 1st until January 1st of
19 2005. Thereafter, it would be \$924.71 until it
20 was paid in full.

21 MR. HERNDON: We'd ask a copy of this note be
22 entered as our Exhibit Number 10, Your Honor.

23 THE COURT: 10, no objection.

24 (Plaintiff's Exhibit Number 10 was admitted into
25 evidence.)



1 Q: Ms. Gill, I'm going to have you take a look at
2 Plaintiff's Exhibit Number 3 and ask if you can
3 identify that documentation -- that mortgage.

4 A: Is this the mort- -- this is a true copy of the
5 mortgage for \$120,000 and it refers to the note
6 and we did it on September 29th. And I was the
7 witness and also, my paralegal, Linda. I -- I
8 can't remember where we closed it. I don't
9 think we closed it at my office, but I think I
10 took Linda with me.

11 Q: The first paragraph on the mortgage references
12 a note.

13 A: Oh, I'm sorry. It references the note bearing
14 the date of September 29th, 1999 in the sum of
15 \$120,000.

16 Q: Would it be your testimony that that mortgage
17 secures the note -- the -- secures the payment
18 for the note entered as Exhibit Number 10?

19 A: Yes, sir.

20 Q: Thank you.

21 MR. HERNDON: Your Honor, did I move to enter
22 Exhibit 10, the note?

23 THE COURT: Yes.

24 MR. HERNDON: Okay. Thank you.

25 THE COURT: Yeah. Thank you.



1 Q: Now, Ms. Gill, I have for you -- if you can
2 identify this from your records, a promissory
3 note and ask you to identify that.

4 A: This is the note for \$15,000 and it bore
5 interest at a rate of nine percent. And there
6 again interest was -- was to accrue on January
7 1st, 2000. And the payments were \$134.96 a
8 month for a total of 20 years.

9 MR. HERNDON: Your Honor, we'd ask to move the
10 identified as our Exhibit Number 11.

11 THE COURT: 11, no objection.

12 (Plaintiff's Exhibit Number 11 was admitted into
13 evidence.)

14 MR. HERNDON: Thank you, Your Honor.

15 Q: Now, Ms. Gill, I'm gonna refer back to Exhibit
16 Number 5 and ask you to identify this from your
17 records.

18 A: This is the mortgage securing the \$15,000 note.
19 It refers to the note dated September 29th,
20 1999.

21 Q: Did you witness that mortgage also?

22 A: I believe I was the witness and Linda.

23 Q: And you prepared that mortgage, is that
24 correct?

25 A: I prepared the mortgage.



1 Q: And would it be your testimony that -- that the
2 Note Reference as Exhibit Number 11 would the
3 note obligation secured by this mortgage, would
4 that be your testimony?

5 A: Yes.

6 Q: Thank you. Next, I would ask you to identify
7 this from your records, Ms. Gill, and tell The
8 Court what this is.

9 A: Your Honor, I could -- even though this was the
10 commercial deal, I prepared Truth in Lending
11 which shows the terms of the two notes. You
12 know, the 60 ---

13 Q: Which note in particular does this one ---

14 A: --- 60 -- well, what it really shows is five
15 years paying \$1,194.71 and then, on February
16 1st of 2005 paying \$944.71, 180 payments. And
17 Mr. Levy did sign this on the 29th ---

18 Q: And this is -- is this conjunction with the
19 \$120,000 mortgage?

20 A: This is in conjunction with -- yes, \$120,000
21 mortgage.

22 Q: Thank you.

23 MR. HERNDON: Your Honor. We asked it be identified
24 and entered as our Exhibit Number 12?

25 THE COURT: Twelve with no objection.



1 (Plaintiff's Exhibit Number 12 was admitted into
2 evidence.)

3 Q: Ms. Gill, also I would ask you to take a look
4 at this next proposed Exhibit and identify this
5 for the Court if you would, please.

6 A: This is the Truth in Lending that I prepared
7 for the \$15,000 mortgage showing 20-year term
8 at nine percent interest and payments are
9 \$134.96 beginning February 1st, 2000. Mr. Levy
10 signed these also.

11 Q: Thank you.

12 MR. HERNDON: We'd ask it be entered as our Exhibit
13 Number 13, Your Honor.

14 THE COURT: Number 13 without objection. That's the
15 Truth in Lending for the \$15,000 note.

16 (Plaintiff's Exhibit Number 13 was admitted into
17 evidence.)

18 Q: Now, Ms. Gill, did the family consult with you
19 concerning the payments in this matter?

20 A: Yes, sir.

21 Q: Were you asked to summarize the account by the
22 family? Who came to you to seek counsel?

23 A: I believe Tarance contacted me personally.

24 Q: That would be the Plaintiff?

25 A: It could have been Valerie. It could have been



1 a couple of them at the same time because we --
2 we had to file under Valerie. I'd have to sit
3 down -- I couldn't find this part of the file
4 and it was under Valerie not Tarance.

5 Q: How ---

6 A: But Tarance came several times.

7 Q: I'd ask you to identify this from your records
8 and explain to the Court what this is.

9 A: I was asked to send a letter to Mr. Levy.
10 Tarance would talk to Mr. Levy. And I suppose
11 that this is hearsay, but he was advised if we
12 would send him a strong letter that the
13 family's gonna help him. So, we -- we did up
14 a letter and I tried to calculate what was due.
15 And so, I had some emails from Valerie and
16 Veronica and basically, they called me around
17 2003. At the end of 2003, he was about \$10,000
18 in arrears. And then, they gave me a list of
19 some payments that had been made since then.
20 And so, I really couldn't think of a good way
21 to deal with the \$10,000 in arrears, so I just
22 gave him credit for the payments through the
23 end of 2003, but one of the -- they did give me
24 a statement where Mr. Tarance had written some
25 things down. And it looked like he had missed



1 one payment. So, when I started, I did a
2 schedule and he missed that payment. And I just
3 gave him credit through 2003. And then, I
4 entered the payments that they sent me and so
5 I arrived an amount. And the payments that he
6 sent since they were so far -- actually, I
7 think I did spread some of it out between it.
8 I just did the best I could to arrive an amount
9 and give him credit for the payments. And so,
10 I sent him a letter and the total amount was
11 \$282,368.99 and then, I added a little for
12 attorney fees, \$300. And also, sent the Fair
13 Debt Collection Act Notice in the letter. And
14 it was hand delivered to Mr. Levy. The letter
15 was dated June 14th, 2016.

16 Q: What -- what software did you use to calculate
17 this?

18 A: Well, I had a loan amortization schedule in
19 Excel that I had gotten off the internet. In
20 30 years, I had used it and I'd compared to
21 other ones.

22 MR. HERNDON: Your Honor, we'd ask that this letter
23 and attachments be entered as our Exhibit
24 Number 14.

25 THE COURT: Fourteen without objection.



1 (Plaintiff's Exhibit Number 14 was admitted into
2 evidence.)

3 **THE COURT:** This is the Notice of Debt -- Fair Debt,
4 the debt calculation, the amortization schedule
5 and there are also notes about additional costs
6 paid relating to property taxes at the end of
7 it. Call attention to that also.

8 **MR. HERNDON:** Thank you, Your Honor.

9 **Q:** Ms. Gill, from your records, can you identify
10 this for The Court?

11 **MS. GILL:** I might mention, Your Honor, I think I
12 had a couple of notes where they had had to pay
13 the taxes, but I did not add in to the balance..

14 **THE COURT:** Yes, ma'am.

15 **Q:** Ms. Gill, as a follow-up to that, did you
16 subsequently receive word from some of the
17 Drafts that a couple of payments had not been
18 posted on this letter?

19 **A:** Oh, yeah. I did send it to Valerie and
20 Veronica or -- and anyway, they sent me a few
21 other payments. But I think we had already
22 sent the letter by then. But they did review
23 that and ---

24 **Q:** They -- they concurred with your listing of all
25 the payments they had received ---



1 A: They did.

2 Q: --- except for these other two, right?

3 A: They gave me a couple more payments, maybe
4 three.

5 Q: Back to this letter, Ms. Gill. Would you -- is
6 that a letter you received and you believe that
7 you received in response to your June letter?

8 A: Yeah. I got this from Mr. Thomas Levy. It's
9 dated June 22nd and basically, he's asking for
10 documentation about the estate 'cause he -- he
11 said, I think, the various family members had
12 called and they just didn't know who to talk
13 to, you know, and so, I had to gather up
14 information. You know, I sent him the
15 exemplified copies found in the estate. I
16 think I might have showed how it -- the
17 mortgage was even listed in the estate. And
18 also, there was some Power of Attorneys to
19 Valerie and Veronica with maybe Tarance being
20 the alternate. I sent him those things, but
21 you know, he -- I thought ---

22 Q: But he -- you never received any correspondence
23 from him denying or -- or trying to challenge
24 the amount that you stated as being ---

25 A: He never -- I don't recall him ever challenging



1 the amount.

2 **MR. HERNDON:** Your Honor, we'd ask that ---

3 A: Or that anything was due. I mean, it's
4 basically, he was would just go on and on about
5 these estates and ---

6 **MR. HERNDON:** Your Honor, I'd ask that this letter
7 from Mr. Levy to Ms. Gill be entered as Exhibit
8 Number 16.

9 **THE COURT:** I've got a -- what date is that letter?

10 **MR. HERNDON:** That date -- that letter is June 22nd.
11 Do you have that, Your Honor?

12 **THE COURT:** All right. I've got it -- it should be
13 15, 16?

14 **MR. HERNDON:** That letter should be 16. Oh, wait a
15 minute. 15 -- ooh, I have them out of
16 sequence.

17 **THE COURT:** Okay.

18 **MR. HERNDON:** Your Honor, I apologize for that.

19 **THE COURT:** That's all right. I just want to be
20 clear ---

21 **MR. HERNDON:** I -- I've got another letter coming
22 in.

23 **THE COURT:** Okay.

24 **MR. HERNDON:** And it'll be -- it'll be 15.

25 **THE COURT:** All right. But this one's 16?



1 MR. HERNDON: That's 16, Your Honor.

2 THE COURT: Thank you.

3 (Plaintiff's Exhibit Number 16 was admitted into
4 evidence.)

5 Q: Ms. Gill, I have you -- you mentioned a
6 response you gave to Mr. Thomas Levy. I've ask
7 if you were to identify this letter as being
8 your response to Mr. Levy.

9 MR. HERNDON: Sorry about that.

10 THE COURT: That's all right.

11 A: Yes, sir. I sent him this stuff by a letter
12 dated July 12th trying to explain to him about
13 that we had filed -- the estate was probated in
14 New York and that we filed exemplified copies
15 in Lexington County. And that everything had
16 be left to Ms. Willie Mae and that she had give
17 Powers of Attorney to Veronica Drafts and
18 Valerie Drafts and then, Tarance as an
19 alternate. Just what I just said. And then I
20 had been in contact with them, which I did. I
21 contacted all them before I sent any of these
22 letters. And I said, she had provided me with
23 a few additional payments. So, I even told him
24 that and I mentioned that we contest -- that
25 Ms. William Mae contest about the mortgage, but



1 we could -- we opened the estate and do an
2 assignment if she wanted to. And that we -- we
3 had thought that he was serious about resolving
4 the matter.

5 Q: Thank you.

6 MR. HERNDON: I'd ask that this one be entered as
7 15, Your Honor.

8 THE COURT: Without objection, 15.

9 (Plaintiff's Exhibit Number 15 was admitted into
10 evidence.)

11 MR. HERNDON: Thank you.

12 Q: Now, finally, Ms. Gill, I have for you --
13 explain to the Court what you have prepared for
14 the final review -- excuse me, Your Honor.
15 Explain to the Court what your summary is on
16 this, Ms. Gill.

17 A: Well, I had updated my loan amortization
18 schedules to get a final amount due as of
19 January 1st and the \$105,000 mortgage was
20 \$317,452. The \$15,000 was \$3,500 and that's
21 what I had had before. And I think what I did
22 was I gave them credit on that until the end of
23 2003 probably. At the end, I just applied all
24 of the other payments to big mortgage. And
25 then, on the \$15,000 mortgage, I get



1 \$53,854.88. And that was larger than in my
2 first letter to him because at that time I
3 couldn't find my copy of the note to see what
4 the interest rate was on the 120 mortgage.

5 Q: Thank you.

6 MR. HERNDON: Your Honor, I'd ask that ---

7 A: So, the total is \$374,806.88.

8 MR. HERNDON: Your Honor, we'd ask that her summary
9 be entered as Exhibit Number 17.

10 THE COURT: All right. Without objection, Number
11 17.

12 (Plaintiff's Exhibit Number 17 was admitted into
13 evidence.)

14 MR. HERNDON: Thank you. Your Honor, I have no
15 further questions for my witness here.

16 THE COURT: You can step down. Thank you.

17 MR. HERNDON: And I have a couple of questions for
18 Mr. Tarance Drafts.

19 THE COURT: Yes, sir. If you'll come forward to be
20 sworn, please.

21 TARANCE DRAFTS, having been duly sworn, testifies as
22 follows:

23 BAILIFF: Please have a seat and state your name for
24 the Court Reporter.

25 MR. DRAFTS: My name is Tarance Foster Drafts, III.



1 MR. DRAFTS - DIRECT EXAMINATION BY MR. HERNDON:

2 Q: And Mr. Drafts, where do you presently reside?

3 A: I reside in Cape Coral, Florida.

4 Q: And what is your occupation?

5 A: Customs and Border Protection Port Director.

6 Q: Mr. Drafts, you are one of the Plaintiffs in
7 this matter, is that correct?

8 A: That's correct.

9 Q: Please tell us when your dad died.

10 A: My dad died in 2004.

11 Q: And when did your mom pass away?

12 A: My mom passed away in 2016.

13 Q: When you employed Ms. Gill -- you and your
14 sisters employed Ms. Gill, you asked her to
15 prepare these summaries of these accounts,
16 right?

17 A: That's correct.

18 Q: And you asked her -- you asked her to pursue
19 collection?

20 A: Yes, I did.

21 Q: Did you yourself be involved -- were you
22 involved directly with Mr. Levy in any
23 collection attempts?

24 A: Yes. I spoke to Mr. Levy numerous times on the
25 phone and also through emails.



1 Q: Mr. Drafts, I'm going to -- I'm gonna present
2 to you copies of a couple of email chains.

3 MR. HERNDON: And, Your Honor, I'm gonna be very
4 careful here. Mr. Levy's not in the courtroom
5 to verify his email address. But I'm gonna ask
6 Mr. Drafts carefully go through what he
7 believed the email addresses were and his
8 correspondence with Mr. Levy.

9 THE COURT: All right. He can certainly testify
10 about what -- what he emailed.

11 MR. HERNDON: Okay. That's -- that -- but I just
12 want to be careful. I've never entered emails
13 before. But anyway.

14 THE COURT: They're -- it's the same thing as a
15 letter.

16 MR. HERNDON: Yes, sir.

17 THE COURT: Basically, the same foundation.

18 Q: For -- Mr. Drafts, I asked you to identify
19 this. Does this come from your email account?

20 A: Yes, it does.

21 Q: I want you to -- for the Court, I want you to
22 go back to Page 2 and go through the chain.
23 And would you advise the Court of what you
24 attempted to do in this email? You might even
25 read it into the record.



1 A: Okay. On Monday, July 21st of 2014, I wrote to
2 Mr. Levy, you're many months past due on your
3 mortgage. Payment is due immediately.

4 Q: And then, what was the response? And -- and
5 would you publish for the Court initially what
6 email address it came back from?

7 A: It came back from ROLevy@Bellsouth.net.

8 Q: And you believe that to be his email address?

9 A: Yes, I do.

10 Q: Okay. Would you kindly let the Court know and
11 the Court Reporter know what Mr. Levy's
12 response was?

13 A: Dear Mr. Drafts, please allow me to make a
14 payment into the account by August 14th, 2014.
15 The past two months have been very slow. Thank
16 you for your patience. Received your first
17 email last week. I was trying to work it out
18 where as I can make a payment this week, but to
19 no avail. May God bless you and your family.

20 Q: And what was your response to that?

21 A: Let me see. He wrote me on August 11th, 2014.
22 Payment was paid this morning into the account.
23 Thank you for your patience and working with me
24 during this time. I am very hopeful and
25 trustful that our day will come within this



1 market and that we have put the time and effort
2 in the develop it -- development. Again, thank
3 you and I pray God will continue to bless the
4 Drafts family.

5 Q: Thank you. Your Honor, I would like to enter
6 this email chain -- these copies as Exhibit
7 Number 18.

8 **THE COURT:** 18, without objection.

9 **(Plaintiff's Exhibit Number 18 was admitted into**
10 **evidence.)**

11 **MR. HERNDON:** Thank you, Your Honor.

12 Q: Now, Mr. Drafts, in the same fashion, I would
13 ask you if you could identify this email chain
14 and advise the Court on the date and how this
15 started.

16 A: This was March 13th, 2014. Mr. Levy, what is
17 the status of your mortgage and tax payments.
18 You are seriously delinquent. Please contact
19 me immediately. Tarance Drafts.

20 Q: And what did you ---

21 A: And he responded, Mr. Drafts, I have not
22 received the funds from whole probate as of
23 this date, however, been told any day now.
24 Please allow me to deposit \$1,000 into the
25 account on Monday. I will be paying the taxes



1 also. As of today, I have only two funerals
2 this year. Thank you for working with me.
3 That was March 14th. On March 15th, I replied,
4 Mr. Levy, please deposit the money as soon as
5 possible. However, I must advise you that the
6 situation of this property has become
7 untenable. You are currently years behind in
8 the payment of your mortgage. My family can no
9 longer continue to support this situation.
10 Perhaps you should look into some other
11 options. We will be getting back to you in the
12 near future to let you know how we will
13 proceed. Thank you. And on March 17th, Mr.
14 Drafts, deposit made today into account. Trust
15 to receive the probate funds soon as per
16 attorney. Thank you.

17 **MR. HERNDON:** And we'd like to enter this email
18 chain as Exhibit Number 19, Your Honor.

19 **THE COURT:** 19 without objection.

20 **(Plaintiff's Exhibit Number 19 was admitted into**
21 **evidence.)**

22 **Q:** I've got two more, if you would.

23 **THE COURT:** May I have a -- I don't think I've
24 gotten 19.

25 **MR. HERNDON:** Oh, you don't have 19?



1 THE COURT: You got a copy of 19?

2 MR. HERNDON: Let me -- let me double check to make
3 sure I get the right one to you, Judge. Judge,
4 this ---

5 THE COURT: Okay.

6 MR. HERNDON: This is -- this is 19, Your Honor.

7 THE COURT: All right. Thank you.

8 MR. HERNDON: And 20 is -- Your Honor, this is --
9 this will be 20.

10 THE COURT: Thank you.

11 Q: Okay. Mr. Drafts, can you identify this coming
12 from your email chains?

13 A: Yes, I can.

14 Q: Would you kindly, briefly go through your email
15 conversations and your messages with Mr. Levy
16 in this matter?

17 A: This is from December 26th, 2011. Mr. Levy,
18 I'm writing you this letter because you are
19 delinquent in paying your mortgage obligations.
20 Please provide an overview of your arrears and
21 recent payments to me by close of business
22 October 31st, 2011. Your tax liability and
23 late charges have been accruing for a number of
24 years. I wait your response. Sincerely,
25 Tarance Drafts, III.



1 Q: And did you get you response to that, Mr.
2 Drafts?

3 A: Yes. I did. On October 31st of 2011, Mr.
4 Drafts, the enclosed represents the mortgage
5 payments made me for during 2012 -- 2010 and up
6 to this date for 2011. Also, payments for
7 reimbursement for property taxes of 2009. And
8 2010, January 29th, \$1,200. February 18th,
9 \$1,200. March 12th, \$500. March 22nd, \$500.
10 March 23rd, \$500. March 24th, \$500. April
11 21st, \$1,200. June 3rd, \$1,200. Total for
12 2010, \$6,800. For 2011, April 6th, \$1,200.
13 April 15th, \$500. June 3rd, \$500. August 8th,
14 \$500. September 20th, \$1,000. October 27th,
15 \$2,000. Total for 2011, \$5,700. 2009 property
16 taxes were paid my Ms. Drafts. She allowed me
17 to reimburse her with three payments at \$2,365
18 each. The payment was made -- was paid on
19 November 12th, 2010, November 26th, 2010, and
20 January 31st, 2011, total of \$7,095. So, I
21 wrote back to my sister, hi, Valerie, please
22 make a copy of this email for R.O. Levy and
23 give it to Veronica and mom for their record
24 and disposition. As you can see, he is asking
25 for help with the tax payments. I will



1 calculate and respond to how much he owed since
2 2012 and email you and him both. Take care.

3 Q: Thank you.

4 MR. HERNDON: Your Honor, we'd ask that this be
5 identified as Exhibit Number 20.

6 THE COURT: It's identified and enter ---

7 MR. HERNDON: Entered.

8 THE COURT: Entered without objection.

9 (Plaintiff's Exhibit Number 20 was admitted into
10 evidence.)

11 MR. HERNDON: Yes. Thank you, Your Honor.

12 Q: And pardon me, Mr. Drafts, I have one more of
13 these email chains. I'd ask if you take a
14 look at it and then, identify that as coming
15 from your email.

16 A: Yes. I sent this from my email account and I
17 copied my sisters and Mr. Levy. Dear, Mr. Levy
18 -- this was April 5th, 2012. Please provide
19 the status report of your mortgage and business
20 negotiations as discussed with my mother and
21 sisters in February 2012. It has been over two
22 months without further communication. Thank
23 you. And Mr. Levy replied on April 5th of
24 2012. Dear Mr. Drafts, as of this date, I have
25 made inquiries into two of the major funeral



1 services holding companies that by funeral
2 homes. I am waiting to apply for them
3 returning -- pertaining to reviewing our
4 request. We have made a \$1,000 payment toward
5 the mortgage that was sent to the bank account
6 at Wells Fargo on March 27th, 2012. I am
7 hopeful that a turnaround is in the near future
8 and again, thank you for working with me in
9 this manner. So, I responded on May 2nd, 2012,
10 please provide me a report of the status of
11 your mortgage payment from May. Thank you.
12 Mr. Levy responded to me on May 3rd, 2012.
13 Dear Mr. Drafts, we made a \$1,000 payment
14 towards the mortgage that was sent to the bank
15 account at Wells Fargo on May 1st, 2012. We
16 are expecting a payment on the funeral within
17 the next 10 to 14 days, at which time we will
18 make another payment. Thank you for your
19 patience in this matter. And I wrote to my
20 sister, Levy paid for this month. Yay. Please
21 let me know if you get this email. Thanks.

22 Q: Thank you. Your Honor -- Your Honor -- I mean,
23 thank you, Mr. Drafts.

24 MR. HERNDON: Your Honor, I'd like to enter this as
25 Exhibit Number 21.



1 THE COURT: 21 without objections.

2 (Plaintiff's Exhibit Number 21 was admitted into
3 evidence.)

4 MR. HERNDON: Your Honor, I agree this was a little
5 bit laborious here this last, but even though
6 the Defense is not in the courtroom, there was
7 talk of not prosecuting and not collecting the
8 account. And I just wanted plenty of
9 information in the record that this family has
10 indeed been trying to collect this account.

11 THE COURT: Yes, sir.

12 MR. HERNDON: I have no further witnesses, Your
13 Honor.

14 THE COURT: All right. I do want to ask just a
15 couple questions of this witness.

16 MR. DRAFTS - CLARIFICATION BY THE COURT:

17 THE COURT: Mr. Drafts, there was testimony earlier
18 from Ms. Gill about the original note. And
19 that she didn't have it and that it was her
20 custom to give it to the original creditor.
21 And the original creditor in this would have
22 been dad.

23 MR. HERNDON: His dad.

24 THE COURT: Dad, right?

25 A: Yes, sir.



1 **THE COURT:** And then, dad left it to mom. And then,
2 we had the assignments, now.

3 A: Yes.

4 **THE COURT:** So, from either knowledge of your dad's
5 estate or your mom's estate, do you have any
6 knowledge of -- of where the original notes may
7 be?

8 A: I ---

9 **THE COURT:** I mean, do you have possession of them
10 or do you know where they are?

11 A: Well, recently my mother moved down to Florida,
12 also and my sisters. So, that note may be with
13 my sisters, but, you know, we're still in
14 transition ---

15 **THE COURT:** Okay.

16 A: --- of unpacking and taking care of her -- her
17 things, so. It may be with my sisters, but I
18 never had a copy of that original note in my
19 hands.

20 **THE COURT:** Right. And you don't have any knowledge
21 that either dad when he was alive or mom or
22 y'all under the assignments, have sold or
23 assigned the note to anybody?

24 A: No.

25 **THE COURT:** All right. And you haven't received any



1 request for payments on the note or any
2 communication from anybody about the notes?

3 A: No.

4 **THE COURT:** Okay. All right. Thank you. All
5 right. That's all the question. Thank you.

6 A: Thank you.

7 **MR. HERNDON:** Thank you, Mr. Drafts. Your Honor,
8 that's -- that's what I have and we'd ask the
9 Court -- I have started on an order, but I
10 didn't know what to expect.

11 **THE COURT:** Okay.

12 **MR. HERNDON:** Obviously. And wanted to know what
13 your timetable is and what I need to be doing
14 and ---

15 **THE COURT:** All right. Let -- I've got a bunch of
16 thing I've been writing ---

17 **MR. HERNDON:** Yes, sir.

18 **THE COURT:** All right. First thing is in order, I
19 want to -- I'm gonna start with Exhibits and
20 then move forward to the order.

21 **MR. HERNDON:** Yes, sir.

22 **THE COURT:** The -- the notes allow for attorney
23 fees?

24 **MR. HERNDON:** Yes, sir.

25 **THE COURT:** I'm assuming that y'all are going -- the



1 order is gonna contain a request for payment of
2 attorney fees?

3 **MR. HERNDON:** It will, Your Honor.

4 **THE COURT:** All right. If you will prepare and file
5 then the normal fees ---

6 **MR. HERNDON:** The affidavit. Yes, sir.

7 **THE COURT:** --- that says ----

8 **MR. HERNDON:** I've drafted it, Your Honor.

9 **THE COURT:** --- that I was either hired by the hour
10 or was hired by a flat contractual rate, here
11 are my hours. You know, address the six
12 factors, all of that.

13 **MR. HERNDON:** Yes, sir.

14 **THE COURT:** So, make -- make sure you e-file that as
15 an Exhibit.

16 **MR. HERNDON:** Yes, sir.

17 **THE COURT:** I mean, you can ---

18 **MR. HERNDON:** Okay.

19 **THE COURT:** --- just e-file it in. All right. Now,
20 on the order -- let me back up. It -- in the
21 emails and in the testimony, there was also a
22 question about tax payments. The debt --
23 because I have been able to eyeball everything
24 ---

25 **MR. HERNDON:** Yes, sir.



1 **THE COURT:** I'm not entirely sure that the debt
2 summaries that Ms. Gill has given includes tax
3 payments that your clients may have made.

4 **MR. HERNDON:** Okay.

5 **THE COURT:** So, if they have paid tax payments on
6 the property and they are requesting that to be
7 added to the debt, then, need affidavits of --
8 of what the tax bills were to ---

9 **MR. HERNDON:** Yes, sir.

10 **THE COURT:** --- to property add them in. Because my
11 assumption is that the family's been paying the
12 taxes, so it hadn't gone to tax sale and --
13 because the debtor hasn't.

14 **MR. HERNDON:** Your Honor, the taxes are paid through
15 '17. I checked it last week.

16 **THE COURT:** Okay.

17 **MR. HERNDON:** And it's my belief that Mr. Levy
18 actually the last two years.

19 **THE COURT:** All right. Well just ---

20 **MR. HERNDON:** So, I will summarize that for you,
21 sir.

22 **THE COURT:** Do that ---

23 **MR. HERNDON:** Yes, sir.

24 **THE COURT:** --- because if you're gonna claim it,
25 we've got to have proof.



1 MR. HERNDON: A separate statement other than
2 interest.

3 THE COURT: Right.

4 MR. HERNDON: And late fees.

5 THE COURT: Yep.

6 MR. HERNDON: Okay.

7 THE COURT: Okay. All right. If you will in the
8 order -- if you will -- if you'll do just a
9 summary of what it is, that it's a contested
10 foreclosure action, that there were three
11 notes, there were three mortgages, and what --
12 what you pled, summarize what the principle
13 Defendant pled and then, summarize what the --
14 what the other creditors pled.

15 MR. HERNDON: Yes, sir.

16 THE COURT: Now, I want to also draw your attention
17 because I want you to address it specifically.
18 I'm sorry, but this times out if I don't touch
19 the mouse every two and a half minutes. In
20 your complaint, because I've never -- I've
21 never seen one of these before. I don't know
22 what it means. Under 13B ---

23 MR. HERNDON: Yes, sir.

24 THE COURT: --- you -- you joined U.S.A. It says,
25 by virtue of a notice of lien for flying in or



1 restitution imposed pursuant to the
2 Antiterrorism and Death Penalty Act of 1996
3 against Reuben Odell Levy of Columbia. It's
4 dated August 25th, 1997, which predates your
5 debt, but it wasn't recorded until March 6th,
6 2007. I want you to make sure that when you go
7 back and you look at the U.S.A.'s answer, I
8 don't -- I don't know that they said anything
9 specifically about, we've got super-priority --

10 -

11 **MR. HERNDON:** Yes, sir.

12 **THE COURT:** --- or there's something because of this
13 thing. Just address it specifically.

14 **MR. HERNDON:** Okay.

15 **THE COURT:** All right.

16 **MR. HERNDON:** Yes, sir.

17 **THE COURT:** So, there's no issue on it.

18 **MR. HERNDON:** Okay. But ---

19 **THE COURT:** As to priority because if it's like the
20 normal stuff, you know, y'all have priority
21 based on time. But some of that Federal
22 stuff's strange. So, just make sure ---

23 **MR. HERNDON:** Yes, sir.

24 **THE COURT:** --- that they haven't claimed a priority
25 that they get paid first and just address that



1 specifically.

2 **MR. HERNDON:** I will.

3 **THE COURT:** Because the rest of them clearly come
4 after y'all. But do address that.

5 **MR. HERNDON:** Yes, sir.

6 **THE COURT:** The next thing then I want you to do is
7 we had a case that came out just yesterday from
8 the Court of Appeals, that -- and it was from
9 a master and it was unpublished, where they
10 affirmed in part and reversed in part on this.
11 It said there were different claims and causes
12 of action and you just kind of jumbled them all
13 in and said, this is what they owe us, here's
14 the total. We can't tell which one went to
15 which.

16 **MR. HERNDON:** Okay.

17 **THE COURT:** So, in the order -- you know, in the
18 debt affidavits, it's got -- it's got -- you
19 know, there were three things and one kind of
20 got merged in and you're gonna dismiss that
21 out. Just put with clarity how -- how the
22 debts got calculated. So -- so, you know,
23 you've got the -- the -- the three notes and
24 mortgages, but you've said one of them's kind
25 of gone and it's in -- it's merged into the



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1 other two. So, just make sure that with
2 clarity, you break out that this note and this
3 interest rate and this note and that interest
4 rate -- don't just all glop it in and say,
5 we've waved a magic wand over it and nobody
6 showed up, they owe us this much money.
7 Because nobody wants an appeal coming in and
8 them having to come back here and re-try it
9 again to basically ---

10 **MR. HERNDON:** Okay.

11 **THE COURT:** --- basically -- does that make sense?

12 **MR. HERNDON:** Yes, sir.

13 **THE COURT:** So -- so there's that. If you'll also
14 put the language in the order about the note
15 because we're -- we are operating on copies of
16 notes and the testimony, I believe -- if you
17 can obtain your original notes, that would be
18 wonderful. You certainly have leave to add it,
19 supplement the evidence and do it. If you
20 can't, then, you gotta say a couple of things
21 You've got to cite the la
22 this, they didn't dispute
23 don't recall them -- the
24 dispute we signed the note

25 **MR. HERNDON:** Right.



1 **THE COURT:** So, you pled it, they didn't dispute it.
2 Second thing was -- is, you know, you've got
3 that language that says lost note stuff. So,
4 I believe we've got -- we have Plaintiffs
5 testimony, I think, parallel, a lost note
6 affidavit. We don't have it. We don't know
7 where it is. Nobody's made a claim. We
8 believe this is an accurate copy. So, cite the
9 -- we pled it, they didn't show up to contest
10 it case law. They're in default. They're
11 deemed to have admitted it. Same -- as a
12 secondary reason, we've satisfied the lost note
13 mortgage stuff and the third is is nobody made
14 it evidentiary -- nobody showed up to make a
15 evidentiary objection to it at trial and that
16 they were notified of trial, the case was
17 called at the trial date, at the trial date and
18 time and then, 10 minutes later and nobody has
19 appeared. But -- but make sure you're layered
20 on the note copy and there's three -- three
21 reasons to -- to have it good. You talked
22 about the tax status. Also, if you will put
23 that -- the debt testimony came in from Ms.
24 Gill. That while Ms. Gill was the attorney in
25 the transaction, she was not appearing in this



1 case as the attorney for -- for this
2 foreclosure. She was a fact witness. And she
3 had also been hired or -- or negotiated to in
4 essence be the business record person because
5 you now under Deep Keel, you got -- you got
6 three things that -- that we got a show. You
7 gotta show the documents. So, we've got the
8 documents, we've got the notes, and the
9 mortgages, and the assignments. You have to
10 show that the person who is telling you this is
11 the amount of the debt is a qualified person to
12 do it. So, you've got Ms. Gill's testimony
13 about this is how I did it, here's my
14 amortization schedules. And then again, nobody
15 showed up to contest or raise any hearsay
16 objections about any possible Deep Keel issues.
17 Those were my notes I was making as we were
18 going along. Can you think of anything else?

19 MR. HERNDON: Not ---

20 THE COURT: And then, just the ordinary foreclosure

21 ---

22 MR. HERNDON: Sure.

23 THE COURT: All the stuff for sale ---

24 MR. HERNDON: And I have -- that's what I drafted
25 today.



1 THE COURT: Okay.

2 MR. HERNDON: And I didn't know what to expect
3 today, so I've got to supplement this a good
4 bit.

5 THE COURT: Yeah.

6 MR. HERNDON: So -- but I'll -- I'll start working
7 on that.

8 THE COURT: And are you -- are you waiving or
9 demanding a deficiency?

10 MR. HERNDON: We're demanding a deficiency ---

11 THE COURT: Okay. All right.

12 MR. HERNDON: --- at this time. But I do want to
13 reserve the right to waive it.

14 THE COURT: All right. And -- and then, we you ---

15 MR. HERNDON: And the 120 -- they have a Right of
16 Redemption set out. And I just pulled after we
17 discussed the U.S.A.'s answer, they did -- they
18 did provide the statutory Right of Redemption
19 be protected. I could -- yeah, I just don't --
20 you're right. This is such an odd -- odd
21 filing.

22 THE COURT: Well, the -- you know the 120-day Right
23 of Redemption, that's just the -- the standard
24 code.

25 MR. HERNDON: Yes.



1 **THE COURT:** That says that they can, you know, that
2 -- I mean, you know. That's the thing that
3 says if you do a foreclosure and we've got a
4 Federal lien up to 120 days, we can come back
5 in and take it back from whoever the bidder
6 was, paying the bidder what they paid in in
7 interest costs. And the bidder's risk is is
8 they can't make any improvements in that 120
9 days because if they do, the United States
10 Government says, thank you very much, but you
11 did it on notice. We ain't paying you back.

12 **MR. HERNDON:** Yeah.

13 **THE COURT:** so, I -- I think they can waive that.
14 He can say we waive it, but I think the thing
15 to check with him specifically is that this --
16 and you know, all that antiterrorism stuff's
17 weird -- that that's not a superpriority think.

18 **MR. HERNDON:** Right.

19 **THE COURT:** I mean, I'm not aware -- I haven't read
20 any title insurance -- I've never even hear do
21 it.

22 **MR. HERNDON:** I haven't either.

23 **THE COURT:** But I would -- I'd just make sure
24 because you don't want something coming up ---

25 **MR. HERNDON:** Yeah.



1 **THE COURT:** --- you know, right before it goes to
2 sale ---

3 **MR. HERNDON:** Yes, sir. Okay.

4 **THE COURT:** --- on that.

5 **MR. HERNDON:** I will clear that up with George.

6 **THE COURT:** And I think everything else is covered.
7 I mean, just the other -- you know, you've got
8 all the notes, you've got the email chain, and
9 I think everything else is -- is covered.

10 **MR. HERNDON:** Your Honor, what I would like to do
11 just as overkill, is when I have an order
12 prepared, I would like just as a courtesy --
13 and we have time. I'd like to set it for a
14 March sale. So, we -- we got a couple weeks
15 before that to advertise it. I think I can
16 generate an order by early next week. And I
17 would like to mail him a copy of the proposed
18 order.

19 **THE COURT:** Well, I -- you have -- you have to.
20 But, I mean -- so ---

21 **MR. HERNDON:** But I -- but not just email it.

22 **THE COURT:** Right. Do mail it to him.

23 **MR. HERNDON:** I'm not sure. You know, I just don't
24 know what he gets and what he doesn't get, but
25 I will certainly make sure he gets one by U.S.



1 Mail.

2 **THE COURT:** Or -- or send a process server out.

3 **MR. HERNDON:** Well, that might not be a bad idea.

4 **THE COURT:** Hire somebody and go stick it in his
5 hands.

6 **MR. HERNDON:** Yeah.

7 **THE COURT:** You know, then you can do that and then
8 there not an issue ---

9 **MR. HERNDON:** But I -- I just want -- you know, I
10 want him -- I want you to have a few days to
11 react in the event ---

12 **THE COURT:** Right

13 **MR. HERNDON:** --- something happens.

14 **THE COURT:** All right. If -- what I always ask
15 people to do is when you send it in an email to
16 me and him, it's gonna be a word attachment ---

17 **MR. HERNDON:** Yes, sir.

18 **THE COURT:** --- so I can look at it. In the cover
19 letter, when you're sending it out to all the
20 other junior creditors, make sure you say,
21 here's the proposed order. Judge Spence says
22 y'all got to respond in writing within X days
23 by this date. If you don't, we're gonna deem
24 silence is consent.

25 **MR. HERNDON:** Okay.



1 **THE COURT:** All right. Because other wise, what
2 will happen is they'll sign the warrant and
3 three days later ---

4 **MR. HERNDON:** Yes, sir.

5 **THE COURT:** --- they'll somehow say we got a problem
6 with it. So -- so make it a self-executing
7 cover with it.

8 **MR. HERNDON:** Will do.

9 **THE COURT:** All right. Any -- can you think of
10 anything else?

11 **MR. HERNDON:** No, sir. I -- I will never say never
12 on this, but ---

13 **THE COURT:** Okay.

14 **MR. HERNDON:** --- right now I think that -- I think
15 this is what -- we'll -- we'll get busy.

16 **THE COURT:** Okay. Thank you very much.

17 **MR. HERNDON:** Thank you, everyone.

18 **THE COURT:** Thank y'all very much. Thank you.
19 Thanks.

20 (There being nothing further, the hearing concluded
21 at 11:07 a.m.)

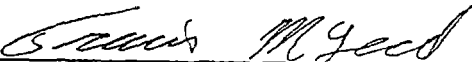


CERTIFICATE

This is to certify that the within hearing consisting of fifty six (56) pages, is a true and correct transcript of the testimony given by said witnesses after being duly sworn; said hearing was reported by the method of Stenomask with Backup.

I further certify that I am neither employed by nor related to any of the parties in this matter or their counsel; nor do I have any interest, financial or otherwise, in the outcome of same.

IN WITNESS WHEREOF I have hereunto set my hand and seal on April 13, 2020.



Travis McLeod
Court Reporter

Notary Public for South Carolina
My Commission Expires: January 3, 2027



LAST WILL AND TESTAMENT

OF

TARANACE F. DRAFTS

I, TARANCE F. DRAFTS, residing at 205-20 111th Road, Hollis, New York, 11412, which I hereby declare to be my domicile, being of sound and disposing mind, memory and understanding, and considering the uncertainties of life, do hereby make, publish and declare this to be my Last Will and Testament, in manner and form following:

FIRST: I hereby revoke all Wills and Codicils as well as all other instruments of a testamentary nature heretofore made by me.

SECOND: I direct that my Executrix hereinafter named, or her successor, pay all of my just debts and funeral expenses and expenses of my last illness, as soon after my death as shall be consistent with the orderly administration of my estate.

THC

FILED
MAR 8 2005
PROBATE JUDGE
LEXINGTON COUNTY, S.C.

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PENGAD 000-001-0000
PLANTIFF'S
EXHIBIT
Oral & Leg
7-11 1/24/19

THIRD: I give, devise and bequeath all the property, both real and personal, wheresoever situate, of which I shall die seized or possessed, or to which I shall be entitled or to which I shall have any power of testamentary disposition or appointment, to my beloved wife, WILLIE MAE DRAFTS, absolutely, and if my said wife does not survive me, then to my lawful issue surviving me, including any person adopted by me or by my issue in equal shares, per stirpes.

FOURTH: If any of the persons who take under this, my Will, is under the age of twenty-one (21) years at the time title vests in him or her, I authorize my Executrix, in her discretion, to retain his or her share, to manage, invest and reinvest the same and apply the net income therefrom or such portion thereof, and such portion of the principal as my Executrix may deem necessary, for the proper education, support and general welfare of such minor until he or she attains the age of twenty-one (21) years, at which time I direct my Executrix to transfer or pay to the said minor the accumulated income, if any, and the balance of the principal. My Executrix is authorized to retain any part of such income not so used and to invest the same.

In lieu of making application of the net income and principal, if any, for the benefit of any such minor, I authorize my Executrix to make payment thereof to a parent of the minor or to any other person having the care of the minor or directly to the minor, without obligation to look to the proper application thereof by the person receiving same.

FIFTH: If any beneficiary under this, my Will, and I shall die under circumstances that there is insufficient evidence to determine which one of us survived the other, it shall be deemed for the purpose of this, my Will, that such beneficiary did not survive me.

SIXTH: I nominate, constitute and appoint my beloved wife, WILLIE MAE DRAFTS, Executrix of this, my Will. I direct that the Executrix of this, my Will, shall not be required to furnish any bond or other security in any jurisdiction for the faithful performance of her duties, including administration of the property of any minor or minors under Paragraph "FOURTH" of this, my Will. I nominate, constitute and appoint TARANCE F. DRAFTS, III, as substitute Executor of this,

my Will. In the event that the Executrix may, for any reason whatsoever, not qualify or be unable to perform any of her duties as Executrix under this, my Will, then the substitute Executor shall so act.

SEVENTH: I confer upon the Executrix of this, my Will, with respect to the management and administration of any property, real or personal, including property held under a power and trust, the following discretionary powers, without limitation by reason of specification:

(a) To retain any such property for such period of time as she may deem advisable, without liability for depreciation or loss;

(b) To deposit any monies at any time constituting a part of my estate in one or more banks, savings or commercial, in any form of account, whether or not interest bearing, and without limitation as to the amount of any such account; or, in the discretion of my Executrix, to hold any such monies uninvested;

(c) To lease real property for such period with or without an option to purchase and upon such terms

as she may deem advisable;

(d) To borrow money for any purpose whatsoever and to mortgage real property and such personal property as security for such loans;

(e) To sell, exchange or otherwise dispose of any or all of my property, real or personal, at public or private sale, at any time and from time to time for such consideration and upon such terms, including terms of credit, as she shall deem advisable;

(f) In her discretion to vote in person or by proxy, or consent for any purpose, in respect to any stocks or other security constituting assets of my estate; to exercise or sell any rights of subscription or other rights in respect thereof;

(g) In making distribution of any property to persons entitled thereto hereunder, to convey, transfer or pay over the same, in kind or in money, or partly in kind and partly in money, and for such other purpose to transfer and assign undivided interest in any such property;

(h) To my Executrix or her successor,

to running, managing or directing any business in which I shall die possessed, temporarily or permanently, or to sell or dispose of such business and all the assets thereof upon any terms that she may deem advisable; to run, manage and direct any business in which I may have a partnership interest at the time of my death, together with any partner or partners, to sell or dispose of my interest in such partnership on whatever terms as she may deem advisable, to sell or liquidate such business together with such partners; to purchase any interest in any partner or partners in such business and continue to run, manage and direct the same on whatever terms she may deem advisable, or to make any other agreement with any partner I may have at my death.

NINTH: I direct that all estate, transfer or inheritances and like taxes, including interest and penalties, imposed and assessed by the federal or state government or any other duly constituted state or federal authority, upon or with respect to property passing under this, my Will, which is required to be included in my taxable estate, be paid out of my testamentary residuary estate and no portion thereof shall be apportioned to or collected from any legatee, devisee or other

JFP

recipient of property constituting part of my taxable estate.

IN WITNESS WHEREOF, I sign, seal and declare and
publish this to be my Last Will and Testament, this 20 day of
January, 1981.

Tarance F. Drafts (L.S.)
TARANCE F. DRAFTS

The foregoing instrument, consisting of seven
(7) pages, including this one, each identified
by the signature of the Testator, TARANCE F.
DRAFTS, was signed, sealed, published and
declared by the above-named Testator, as and
for his Last Will and Testament, in the presence
of us, who, at his request and in his presence,
and in the presence of each other, have hereunto
subscribed our names as witnesses, this 20
day of January, 1981, in the County of
Queens, State of New York, this attestation
having been first read aloud.

A. McCarry Residing at 1400 11th Ave
Brooklyn 11202

Louise Singleton Residing at 113-28 212 St.
Queens Village, N.Y. 11429

Norma H. Singleton Residing at 113-28-212 St.
Queens Village, N.Y. 11429

J.F.

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STATE OF NEW YORK
COUNTY OF QUEENS) S.S.

I, ALICE MARIE E. RICE, Clerk of the Surrogate's Court in and for the County of Queens, do hereby
certify that I have compared the foregoing with the original will
in the above entitled matter, now remaining in this office, and have found the same to be a
correct transcript thereof, and is the whole of such original record.

In Testimony Whereof, I have hereunto set my hand and affixed the Seal of said Surrogate's Court
this 24 day of February, 2000

Alice Marie E. Rice
Clerk of the Surrogate's Court

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STATE OF NEW YORK
SURROGATE'S COURT, COUNTY OF QUEENS
PROBATE PROCEEDING, WILL OF
TARANACE F. DRAFTS

a/k/a

TARANACE FOSTER DRAFTS, JR.
TARANACE DRAFTS

AKA TARANACE F. DRAFTS, JR.
Deceased.

Filing Fee Paid \$ 625.00
Certs \$ 30.00
Certs \$ 80.00
Bond, Fee: \$
Receipt No: No:

PETITION FOR PROBATE AND:

[X] Letters Testamentary
[] Letters of Trusteeship
[] Letters of Administration c.t.a.

File No. 4390/2004

To the Surrogate's Court, County of Queens

It is respectfully alleged:

1. (a) The name, citizenship, domicile (or, in the case of a bank or trust company, its principal office) and interest in this proceeding of the petitioner are as follows:

Name: WILLIE MAE DRAFTS

Domicile or Principal Office: 205-20 111th Road

Hollis New York

11412

City, Village or Town (State) (Zip Code)

Mailing Address:

(If different from domicile)

Citizen of: U.S.A

Name:

Domicile or Principal Office:

(Street and Number)

(City, Village or Town)

(State)

(Zip Code)

Mailing Address:

(If different from domicile)

Citizen of:

Interest(s) of Petitioner(s): [X] Executor(s) named in decedent's Will
(Check one) [] Other (Specify)

1. (b) The proposed Executor [] is [X] is not an attorney.
[NOTE: An Executor-Attorney must comply with SCPA 2307-a.]

2. The name, domicile, date and place of death, and national citizenship of the above-named decedent are as follows:

(a) Name: TARANCE F. DRAFTS

(b) Date of death: MAY 2004 AUGUST 2nd, 2004

(c) Place of death: 205-20 111th Road, Hollis, N.Y. 11412

(d) Domicile: Street 205-20 111th Road

Hollis

City, Town, Village

County: Queens

State

New York

(e) Citizen of: U.S.A

(P-1/4-99)

-1-

FILED

MAR 8 2005

PROBATE JUDGE
LEXINGTON COUNTY, S.C.

PLAINTIFF'S
EXHIBIT

2 Drafts & Log

7-9 1/24/11

3. The Last Will, herewith presented, relates to both real and personal property and consists of an instrument or instruments dated as shown below and signed at the end thereof by the decedent and the following attesting witnesses:

1-20-81

STANLEY M. KLEBANOFF; SAMUEL SINGLETON and LASSIE SINGLETON

(Date of Will)

(Names of All Witnesses to Will)

(Date of Codicil)

(Names of All Witnesses to Codicil)

(Date of Codicil)

(Names of All Witnesses to Codicil)

4. No other will or codicil of the decedent is on file in this Surrogate's Court, and upon information and belief, after a diligent search and inquiry, including a search of any safe deposit box, there exists no will, codicil or other testamentary instrument of the decedent later in date to any of the instruments mentioned in Paragraph 3 except as follows:
[Enter "NONE" or specify] NONE

5. The decedent was survived by distributees classified as follows: [Information is required only as to those classes of surviving relatives who would take the property of decedent pursuant to EPTL 4-1.1 and 4-1.2. State the number of survivors in each class. Insert "NO" in all prior classes. Insert "X" in all subsequent classes].

- OW
- a. ☒ Spouse (husband/wife). ☐ Divorced [Attach copy of Divorce Decree]
 - b. ☒ Child or children and/or issue of predeceased child or children.
[Must include marital, nonmarital, adopted, or adopted-out child under DRL Section 117]
 - c. ☒ Mother/father.
 - d. ☒ Sisters and/or brothers, either of the whole or half blood, and issue of predeceased sisters and/or brothers (nieces/nephews, etc.)
 - e. ☒ Grandparents. [Include maternal and paternal]
 - f. ☒ Aunts and/or uncles, and children of predeceased aunts and/or uncles (first cousins). [Include maternal and paternal]
 - g. ☒ First cousins once removed (children of predeceased first cousins). [Include maternal and paternal]

6. The names, relationships, domicile and addresses of all distributees (under EPTL 4-1.1 and 4-1.2) of each person designated in the Will herewith presented as primary executor, of all persons adversely affected by the purported exercise by such Will of any power of appointment, of all persons adversely affected by any codicil and of all persons having an interest under any other will of the decedent on file in the Surrogate's Court, are hereinafter set forth in subdivisions (a) and (b).

[If the propounded will purports to revoke or modify an inter vivos trust or any other testamentary substitute, list the names, relationships, domicile and addresses of the trustee and beneficiaries affected by the will in subparagraphs (a) and (b) below. Submit trust agreement]

(a) All persons and parties so interested who are of full age and sound mind or which are corporations or associations, are as follows:

Name and Relationship	Domicile Address and Mailing Address
WILLIE MAE DRAFTS (Spouse)	205-20 111th Road Hollis, N.Y. 11412

Description of Legacy, Devise or Other Interest, or Nature of Fiduciary Status
100% Legatee AND

Executrix OW

TARANEE F DRAFTS

VALERIE DRAFTS

VERONICA DRAFTS

see att. off.

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(b) All persons so interested who are persons under disability, are as follows:
[Furnish all information specified in NOTE following 7b]

Name and Relationship	Domicile Address and Mailing Address	Description of Legacy, Devise or Other Interest, or Nature of Fiduciary Status
NONE		

7. (a) The names and domiciliary addresses of all substitute or successor executors and of all trustees, guardians, legatees, devisees, and other beneficiaries named in the Will and/or trustees and beneficiaries of any inter vivos trust designated in the propounded Will other than those named in Paragraph 6 herewith are as follows: *NONE*

Name	Domicile Address and Mailing Address	Description of Legacy, Devise or Other Interest, or Nature of Fiduciary Status
<i>6A</i> TARANCE F. DRAFTS, III	U.S. Customs and Border Protection. 5500 Veterans Drive St. Thomas, V.I. 00801	Legatee
<i>6A</i> VALERIE DRAFTS	101-24 Astoria Blvd. E. Elmhurst, N.Y. 11369	Legatee
<i>6A</i> VERONICA DRAFTS	800 Sanford Avenue Newart, N.J. 07106	Legatee

(b) All such legatees, devisees and other beneficiaries who are persons under disability are as follows: [Furnish all information specified in NOTE below]

Name	Domicile Address and Mailing Address	Description of Legacy, Devise or Other Interest, or Nature of Fiduciary Status
NONE		

[NOTE: In the case of each infant, state (a) name, birth date, relationship to decedent, domicile and residence address, and the person with whom he/she resides, (b) whether or not he/she has a court-appointed guardian (if not, so state), and whether or not his/her father and/or mother is living, and (c) the name and residence address of any court-appointed guardian and the information regarding such appointment. In the case of each other person under a disability, state (a) name, relationship to decedent, and residence address, (b) facts regarding his disability including whether or not a committee, conservator, guardian, or any other fiduciary has been appointed and whether or not he/she has been committed to any institution, and (c) the names and addresses of any committee, person or institution having care and custody of him/her, conservator, guardian, and any relative or friend having an interest in his/her welfare. In the case of a person confined as a prisoner, state place of incarceration and list any person having an interest in his/her welfare. In the case of unknowns, describe such person in the same language as will be used in the process.]

8. (a) No beneficiary under the propounded will, listed in Paragraph 6 or 7 above, had a confidential relationship to the decedent, such as attorney, accountant, doctor, or clergy person, except: [Enter "NONE" or indicate the nature of the confidential relationship].

(b) No persons, corporations or associations are interested in this proceeding other than those mentioned above.

9. (a) To the best of the knowledge of the undersigned, the approximate total value of all property constituting the decedent's gross testamentary estate is greater than \$ ~~150,000.00~~ but less than \$ ~~500,000.00~~ ^{250,000.00} *fw*

Personal Property \$ ~~250,000.00~~ ^{250,000.00} Improved real property in New York State \$ 0

Unimproved real property in New York State \$ 0

Estimated gross rents for a period of 18 months \$ 0

(b) No other testamentary assets exist in New York State, nor does any cause of action exist on behalf of the estate, except as follows: [Enter "NONE" or specify]

NONE

10. Upon information and belief, no other petition for the probate of any will of the decedent or for letters of administration of the decedent's estate has heretofore been filed in any court.

WHEREFORE your petitioner(s) pray(s) (a) that process be issued to all necessary parties to show cause why the Will and the Codicil(s) set forth in Paragraph 3 and presented herewith should not be admitted to probate; (b) that an order be granted directing the service of process, pursuant to the provisions of Article 3 of the S.C.P.A., upon the persons named in Paragraph (6) hereof whose names or whereabouts are unknown and cannot be ascertained, or who may be persons on whom service by personal delivery cannot be made; and (c) that such Will and Codicil(s) be admitted to probate as a Will of real and personal property and that letters issue thereon as follows: [Check and complete all relief requested.]

☒ Letters Testamentary to WILLIE MAE DRAFTS

☐ Letters of Trusteeship to f/b/o

f/b/o

f/b/o

☐ Letters of Administration c.t.a. to _____

and that petitioner(s) have such other relief as may be proper.

Dated: October 8th, 2004

1. Willie Mae Drafts
(Signature of Petitioner)

WILLIE MAE DRAFTS

(Print Name)

2. _____
(Signature of Petitioner)

(Print Name)

3. _____
(Signature of Officer)

(Name of Corporate Petitioner)

(Print Name and Title of Officer)

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COMBINED VERIFICATION, OATH AND DESIGNATION
[For use when petitioner is an individual]

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:

The undersigned, the petitioner named in the foregoing petition, being duly sworn, says:

1. VERIFICATION: I have read the foregoing petition subscribed by me and know the contents thereof, and the same is true of my own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe it to be true.

2. OATH OF ☒ EXECUTOR ☐ ADMINISTRATOR c.l.a. ☐ TRUSTEE as indicated above: I am over eighteen (18) years of age and a citizen of the United States and I will well, faithfully and honestly discharge the duties of Fiduciary of the goods, chattels and credits of said decedent according to law. I am not ineligible to receive letters and will duly account for all moneys and other property that will come into my hands.

3. DESIGNATION OF CLERK FOR SERVICE OF PROCESS: I hereby designate the Clerk of the Surrogate's Court of QUEENS County, and his/her successor in office, as a person on whom service of any process, issuing from such Court may be made in like manner and with like effect as if it were served personally upon me, whenever I cannot be found and served within the State of New York after due diligence used.

My domicile is: 205-20 111th Road Hollis, N.Y. 11412-2224
(Street Address) (City/Town/Village) (State) (Zip)

Willie Mae Drafts
(Signature of Petitioner)
WILLIE MAE DRAFTS
(Print Name)

On October 8th, 2004, before me personally came

WILLIE MAE DRAFTS

to me known to be the person described in and who executed the foregoing instrument. Such person duly swore to such instrument before me and duly acknowledged that he/she executed the same.

Signature of Attorney: [Signature]

Print Name: JEFFREY S. WASSERMAN

Notary Public
Commission Expires:
(Affix Notary Stamp or Seal)

JEFFREY S. WASSERMAN
Notary Public, State of New York
No. 30-02WAA4736177
Qualified in Nassau County
Commission Expires March 30, 1995
MAY 31, 2007

Name of Attorney: JEFFREY S. WASSERMAN Tel. No.: 516-747-9300

Address of Attorney: 1565 Franklin Ave. Ste. 100, Mineola, N.Y. 11501

(P-1/4-99)

-5-

STATE OF NEW YORK)
COUNTY OF QUEENS) S.S.

I, ALICE MARIE E. RICE, Clerk of the Surrogate's Court in and for the County of Queens, do hereby certify that I have compared the foregoing with the original Probate Petition

In the above entitled matter, now remaining in this office, and have found the same to be a correct transcript therefrom, and is the whole of such original record.

In Testimony Whereof, I have hereunto set my hand and affixed the Seal of said Surrogate's Court the 17th day of February, 2005

Alice Marie E. Rice
Clerk of the Surrogate's Court

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0049560 Bk: 5466 Pg: 0074

mortgages address
260 Rauls Dr.
Batesburg, Leesville, SC
29070

FILED, RECORDED, INDEXED
9/23/1999 12:34:45PM
Rec Fee: 10.00 St Fee: 0.00
Co Fee: 0.00 Pages: 4
LEX. CO. REGISTER OF DEEDS
DEBRA H. GUNTER

STATE OF SOUTH CAROLINA }
COUNTY OF LEXINGTON } MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, R.O. LEVY the said Mortgagor in and by HIS certain NOTE or obligation bearing date the 29th day of September, A.D. 19 99, stand firmly held and bound unto TARANCE DRAFTS the said Mortgagee in the penal sum of One Hundred Twenty thousand and No/100 (\$120.00.00) Dollars, conditioned for the payment of the full and just sum of One Hundred Twenty thousand and No/100 (\$120.00.00) Dollars as in by the said NOTE and condition thereof, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That R.O. LEVY the said Mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said TARANCE DRAFTS the said Mortgagee, according to the condition of the said NOTE, and also in consideration of the further sum of Three Dollars to the Mortgagor in hand well and truly paid by the said Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said TARANCE DRAFTS, HIS heirs, successors and assigns:

All that certain piece, parcel or tract of land situate, lying and being in the Town of Leesville, County of Lexington, containing 1.06 Acres and being a portion of the property containing 2.98 Acres as shown on a plat prepared for Mack Owens Estate by Timothy P. McCauley, R.L.S., dated February 27, 1992. For a more accurate description of said premises, reference is made to the recent plat prepared for R.O. Levy Home for Funerals dated July 1, 1998, by O.F. Hunter, Jr., PLS # 16487 of Landmark Surveying & Mapping, recorded in the Office of the Register of Deeds for

TRUE CERTIFIED COPY
Lexington County Register of Deeds
By: Debra H. Gunter SKS
Registrar
Date: 1-18-19 No. of pgs. 4

133
PLAINTIFF'S
EXHIBIT
3 Part of Levy
7/1/1999

0049560 Bk: 5466 Pg: 0075

Lexington County in Plat Book 419, at page 98.

This being the identical property conveyed to R.O. Levy by Deed of TARANCE Drafts, dated October 2, 1998 and recorded October 2, 1998 in the Office of the Register of Deeds for Lexington County, South Carolina in Record Book 4889, Page 221.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise Incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises unto the said TARANCE DRAFTS, HIS HEIRS AND ASSIGNS forever. And I do hereby bind MY heirs, executors, and administrators, to warrant and forever defend ell and singular the said premises unto the said TARANCE DRAFTS, HIS HEIRS AND ASSIGNS, from and against ME and MY heirs, executors, administrators and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said Mortgagor R.O. LEVY, HIS heirs, executors or administrators, shall and will forthwith insure the building (funeral home) on said lot, and keep the same insured from loss or damage by fire in the sum of One Hundred Twenty Thousand and No/100 (\$120,000.00) Dollars and assign the policy of insurance to the said TARANCE DRAFTS or HIS assigns. And in case he or they shall at any time neglect or fail so to do, then the said TARANCE DRAFTS or HIS HEIRS OR ASSIGNS, may cause the same to be insured in HIS own name, and reimburse HIMSELF for the premium and expenses of such insurance under the mortgage.

AND IT IS AGREED, by and between the said parties in case of default in any of the payments of interest or principal as herein provided for, the whole amount of the debt secured by this mortgage shall become due and payable at once.

AND IT IS FURTHER AGREED, That said Mortgagor, HIS heirs and assigns, shall pay promptly all taxes assessed and chargeable against said property, and in default thereof, that the

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0049560 Bk: 5466 Pg: 0076

holder of this mortgage may pay the same, whereupon the entire debt secured by this mortgage shall immediately become due and payable, if the Mortgagee shall so elect.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that If R.O. LEVY the said Mortgagor do and shall well and truly pay, or cause to be paid unto the said TARANCE DRAFTS the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said Note and condition thereunder written, then this deed of bargain and sale shall cease, determine and be utterly null and void. And the said Mortgagor doth hereby assign, set over and transfer to the said Mortgagee, his executors, administrators and assigns, all of the rents, issues and profits of the said mortgaged premises; accruing and falling due from and after the service of a summons issued in action to foreclose this mortgage after default in the conditions thereof.

AND IT IS AGREED by and between the parties that in the case of foreclosure of this mortgage, by suit or otherwise, the Mortgagee shall recover of the Mortgagor a reasonable sum as attorney's fee, which shall be secured by this mortgage, and shall be included in judgment of foreclosure

WITNESS MY Hand and Seal this 29th day of Sept in the year of our Lord one thousand nine hundred and ninety-nine and in the two hundred and twenty-fourth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
In The Presence Of

Leola C. Jackson

R. O. Levy
R. O. Levy

Herbert A. Hill

0049360 Bk: 5466 Pg: 0077

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

PERSONALLY appeared before me Linda C. Lawhorn and made
oath that HE/SHE saw the within-named R.O. LEVY sign, seal, and, as HIS act and deed, deliver
the within-written Mortgage; and that She with Henrietta Gill
witnessed the execution thereof.

Sworn to before me this 29th
day of September, A.D. 1999

Henrietta Gill Linda C. Lawhorn
Notary Public for South Carolina.

My commission expires: 12/31/2008

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2016055006 FILED, RECORDED, INDEXED
11/18/2016 16:12:51:743
REC FEE: \$6.00 ST FEE: \$0.00
CO FEE: \$0.00 Pages: 1
Lexington County R.O.D. Debra H. Gunter
MORTGAGE ASST Bk:Pg 18625:265

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON) **ASSIGNMENT OF MORTGAGE**

FOR VALUE RECEIVED, the undersigned, being the sole owner and holder of the Mortgage hereinafter described, together with the Note secured, hereby transfer, assign and set over said Mortgagee(s) together with the Note secured thereby, unto VALERIE DRAFTS, VERONICA DRAFTS AND TARANCE F. DRAFTS, III, their heirs and/or assigns without recourse.

BY ITS INSTRUMENT, the undersigned acknowledges the simultaneous assignment of the Note for which the Mortgage is given to secure, without recourse.

Mortgage by R.O. Levy to Tarance Drafts in the amount of \$120,000.00 dated September 29, 1999 and recorded September 29, 1999 in Book 5466 at Page 74.

Reference is made to the Estate of Tarance F. Drafts filed in the Lexington County Probate Court, File No. 2005-ES-32-00239.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed this 21 day of October, 2016.

IN THE PRESENCE OF:

Brady Reeves
Witness No. 1

Willie Mae Drafts (SEAL)
WILLIE MAE DRAFTS

Veronica Drafts
Witness No. 2

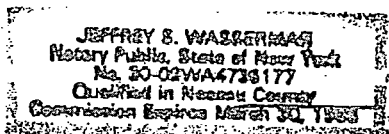
TRUE CERTIFIED COPY
Lexington County Register of Deeds
By: Debra H. Gunter SKS
Date: 11-18-16 No. of pgs. 1
Registrar

STATE OF NEW YORK)
)
COUNTY OF SUPPICK) **ACKNOWLEDGMENT**

I, the undersigned Notary Public do hereby certify that WILLIE MAE DRAFTS signing above, personally appeared before me and as her act and deed, executed the within written Assignment of Note and Mortgage; further the subscribing witnesses certified to the notary under oath or by affirmation that they were not a party to or beneficiary of the transaction.

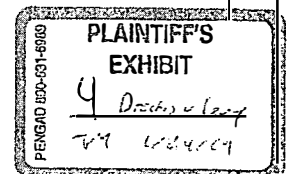
WITNESS my hand and official seal this 21 day of October, 2016.

[OFFICIAL SEAL]



Jeffrey Wasserman
Print Name: _____
Notary Public for New York
My Commission Expires: _____

MAY 31, 2019



mortgagees address:
260 Rawls Drive
Dartmouth, Newville, SC
29070

0049361 Bk: 5466 Pg: 0078

FILED, RECORDED, INDEXED
09/29/1999 12:33:17PM
Rec Fee: 10.00 St Fee: 0.00
Co Fee: 0.00 Pages: 4
LEX. CO. REGISTER OF DEEDS
DEBRA H. GUNTER

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON) MORTGAGE

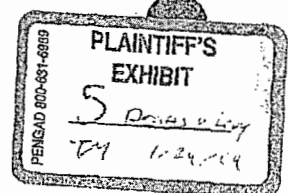
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, R.O. LEVY the said Mortgagor in and by HIS certain NOTE or obligation bearing date the 29th day of September, A.D. 1999, stand firmly held and bound unto TARANCE DRAFTS the said Mortgagee in the penal sum of Fifteen-Thousand and 00/100 (\$15,000.00) Dollars, conditioned for the payment of the full and just sum of Fifteen-Thousand and no/100 (\$15,000.00) Dollars as in by the said NOTE and condition thereof, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That R.O. LEVY the said Mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said TARANCE DRAFTS the said Mortgagee, according to the condition of the said NOTE, and also in consideration of the further sum of Three Dollars to the Mortgagor in hand well and truly paid by the said Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said TARANCE DRAFTS, HIS heirs, successors and assigns:

All that certain piece, parcel or tract of land situate, lying and being in the Town of Leesville, County of Lexington, containing 1.06 Acres and being a portion of the property containing 2.98 Acres as shown on a plat prepared for Mack Owens Estate by Timothy P. McCauley, R.L.S., dated February 27, 1992. For a more accurate description of said premises, reference is made to the recent plat prepared for R.O. Levy Home for Funerals dated July 1, 1998, by O.F. Hunter, Jr., PLS # 16487 of Landmark Surveying & Mapping, recorded in the Office of the Register of Deeds for Lexington County in Plat Book 419, at page 98.

TRUE CERTIFIED COPY
Lexington County Register of Deeds
By: Eric Gentry Registrar
Date: 1-18-19 No. of pgs. 4



0049561 Bk: 5466 Pg: 0079

This being the identical property conveyed to R.O. Levy by Deed of TARANCE Drafts, dated October 2, 1998 and recorded October 2, 1998 in the Office of the Register of Deeds for Lexington County, South Carolina in Record Book 4889, Page 221.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises unto the said TARANCE DRAFTS, HIS HEIRS AND ASSIGNS forever. And I do hereby bind MY heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto the said TARANCE DRAFTS, HIS HEIRS AND ASSIGNS, from and against ME and MY heirs, executors, administrators and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said Mortgagor R.O. LEVY, HIS heirs, executors or administrators, shall and will forthwith insure the building (funeral home) on said lot, and keep the same insured from loss or damage by fire in the sum of Fifteen-Thousand and 00/100 (\$15,000.00) Dollars and assign the policy of insurance to the said TARANCE DRAFTS or HIS assigns. And in case he or they shall at any time neglect or fail so to do, then the said TARANCE DRAFTS or HIS HEIRS OR ASSIGNS, may cause the same to be insured in HIS own name, and reimburse HIMSELF for the premium and expenses of such insurance under the mortgage.

AND IT IS AGREED, by and between the said parties in case of default in any of the payments of interest or principal as herein provided for, the whole amount of the debt secured by this mortgage shall become due and payable at once.

AND IT IS FURTHER AGREED, That said Mortgagor, HIS heirs and assigns, shall pay promptly all taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may pay the same, whereupon the entire debt secured by this mortgage

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0049361 Bk: 5466 Pg: 0080

shall immediately become due and payable, if the Mortgagee shall so elect.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if R.O. LEVY the said Mortgagor do and shall well and truly pay, or cause to be paid unto the said TARANCE DRAFTS the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said Note and condition thereunder written, then this deed of bargain and sale shall cease, determine and be utterly null and void. And the said Mortgagor doth hereby assign, set over and transfer to the said Mortgagee, his executors, administrators and assigns, all of the rents, issues and profits of the said mortgaged premises; accruing and falling due from and after the service of a summons issued in action to foreclose this mortgage after default in the conditions thereof.

AND IT IS AGREED by and between the parties that in the case of foreclosure of this mortgage, by suit or otherwise, the Mortgagee shall recover of the Mortgagor a reasonable sum as attorney's fee, which shall be secured by this mortgage, and shall be included in judgment of foreclosure

WITNESS MY Hand and Seal this 29^E day of September in the year of our Lord one thousand nine hundred and ninety-nine and in the two hundred and twenty-fourth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in The Presence Of

Samuel C. Gordon

R. O. Levy
R. O. Levy

Hannetta Guil

140

0049561 Bk: 5466 Pg: 0081

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

PERSONALLY appeared before me Linda C. Lawhorn and made
oath that HE/SHE saw the within-named R.O. LEVY sign, seal, and, as HIS act and deed, deliver
the within-written Mortgage; and that She with Henrietta Gill
witnessed the execution thereof.

Sworn to before me this 29th
day of September A.D. 1999

Linda C. Lawhorn
Henrietta Gill
Notary Public for South Carolina.

My commission expires: 12/31/2008

141

2016055005 FILED, RECORDED, INDEXED
 11/18/2016 16:12:51:400
 REC FEE: \$6.00 ST FEE: \$0.00
 CO FEE: \$0.00 Pages: 1
 Lexington County R.O.D. Debra M. Gunter
 MORTGAGE ASST Bk:Pg 18825:264

STATE OF SOUTH CAROLINA)
)
 COUNTY OF LEXINGTON) ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned, being the sole owner and holder of the Mortgage hereinafter described, together with the Note secured, hereby transfer, assign and set over said Mortgagee(s) together with the Note secured thereby, unto VALERIE DRAFTS, VERONICA DRAFTS AND TARANCE F. DRAFTS, III, their heirs and/or assigns without recourse.

BY ITS INSTRUMENT, the undersigned acknowledges the simultaneous assignment of the Note for which the Mortgage is given to secure, without recourse.

Mortgage by R.O. Levy to Tarance Drafts in the amount of \$15,000.00 dated September 29, 1999 and recorded September 29, 1999 in Book 5466 at Page 78.

Reference is made to the Estate of Tarance F. Drafts filed in the Lexington County Probate Court, File No. 2005-ES-32-00239.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed this 21 day of October, 2016.

IN THE PRESENCE OF:

Brady Reeves
 Witness No. 1

Willie Mae Drafts (SEAL)
 WILLIE MAE DRAFTS

Veronica Drafts
 Witness No. 2

TRUE CERTIFIED COPY
 Lexington County Register of Deeds
 By: Glenn D. Smith
 Date: 1-18-19 Registrar
 No. of pgs. 1

STATE OF NEW YORK)
)
 COUNTY OF Ulster) ACKNOWLEDGMENT

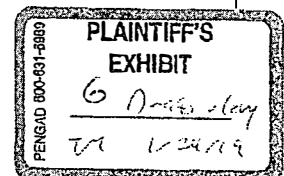
I, the undersigned Notary Public do hereby certify that WILLIE MAE DRAFTS signing above, personally appeared before me and as her act and deed, executed the within written Assignment of Note and Mortgage; further the subscribing witnesses certified to the notary under oath or by affirmation that they were not a party to or beneficiary of the transaction.

WITNESS my hand and official seal this 21 day of October, 2016.

[OFFICIAL SEAL]

JEFFREY S. WASSERMAN
 Notary Public, State of New York
 No. 30-02444736177
 Qualified in Madison County
 Commission Expires March 31, 2019

Jeffrey S. Wasserman
 Print Name: _____
 Notary Public for New York
 My Commission Expires: _____



STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

**INDIVIDUAL FINANCING AGREEMENT
(CONSTRUCTION LOAN)**

I. PARTIES

That the parties to this agreement are TARANCE DRAFTS, hereinafter referred to as the LENDER and R.O. Levy, hereinafter referred to as the BORROWER. That both parties have residences in Batesburg, South Carolina. That the LENDER also maintains a business equity in New York, New York.

II. PURPOSE

That the BORROWER desires to construct/erect a building within Batesburg, South Carolina, for the purpose of operating his funeral services business.

That the LENDER is the owner of a parcel of land suitable for such construction that he will sell to the Borrower as well as provide financing for eighty (80%) percent of the construction costs.

III. FINANCING ARRANGEMENTS

That the estimated cost for the construction/erection of the building is one hundred twenty thousand (\$120,000.00) dollars, which includes its furnishings, pursuant to the BORROWER'S plans.

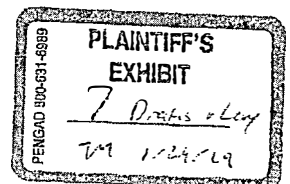
The LENDER will provide eighty (80%) percent of the estimated costs, in differing increments as construction progresses through an account at the Wachovia Bank in Batesburg. The BORROWER will retrieve the funds from this bank account and make payment(s) for construction services rendered. The LENDER will make an initial deposit of thirty thousand (\$30,000.00) dollars into the bank account in order for the construction to commence. Thereafter, BORROWER will notify LENDER as to when additional deposits are needed.

Additional funding over and above the estimated costs herein can be made available by the LENDER by way of second mortgage arrangements.

IV. PAYMENT TERMS

A) Construction/Permanent Mortgage

The LENDER will secure a first lien mortgage upon the construction premises and BORROWER shall receive a lien free deed to the construction site.



The BORROWER shall have the option of attaining a twenty (20) or fifteen (15) year term for payment, at the rate of ~~eight (8%)~~ ^{nine 9%} percent, with no penalty for early payments or pay off. *740 - R*

Upon completion of construction, wherein a final cost can be determined, fifteen thousand dollars will be added to the eighty (80%) percent of total construction costs paid by LENDER to arrive at LENDER'S permanent Mortgage amount.

B) Land

The LENDER will sell BORROWER a parcel of land approximately 1.06 acres, from a 2.98 acre tract that the owns, to construct the building, for seven thousand (\$7,000.00) dollars, to be paid in increments pursuant to agreement of parties. However, it is understood that a Deed will be in the BORROWER'S name for the land before construction commences.

IV. BORROWER'S RESPONSIBILITIES

The BORROWER shall provide the remaining twenty (20%) percent construction/furnishing costs by providing the carpeting, furnishings, chapel pews and chairs and casket show room for the completed structure. [Note: No cost estimates have been attained for landscaping and paving.]

The BORROWER shall attain the building permit, building plans, land survey, zoning change and act as the contractor for the project, with the authority to hire and fire subcontractors and other providers, as well as enter into financial arrangements for such services.

VI. LENDER'S RESPONSIBILITIES

The LENDER shall make available the funds for construction, not to exceed eighty (80%) percent of total construction costs, in a timely manner, understanding that efficiency is important due to the nature of the undertaking. The LENDER will attain insurance coverage upon the premises during construction, whereupon completion the BORROWER assumes responsibility for attaining insurance coverage.

VII. EXCLUSIVE LOAN AGREEMENT

That this agreement is totally and exclusively a financing, loan agreement between the parties. Nothing contained herein or inferred from the parties conduct, shall be construed as giving or allowing the LENDER any involvement in the management and operation of the business known as R.O. Levy Home for Funerals and neither shall the LENDER hold himself out to the public as having any control or influence in the management or operation of the business known as R.O. Levy Home for Funerals.

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VIII. ACKNOWLEDGEMENTS

That the parties by their signatures below acknowledges sufficient consideration for their entering into this agreement whereby the LENDER promises to make certain funds available for constructing a building and the BORROWER promising to repay the LENDER for his financial expenditures at an amount above his actual expenditures.

That the LENDER further acknowledges that the parcel of land upon which the construction will occur satisfies a lifetime dream of his and his late mother of having this parcel commercially developed and that it further satisfies his late mother's wishes of having the BORROWER to be the one to commercially develop said parcel.

That the parties further acknowledge that this document records their understanding and agreement as it relates to the purchase of the land, payment and construction of the building and its repayment.

WITNESS OUR HAND AND SEAL THIS 2ND DAY OF October 1998

Tarance H. Drafts
TARANCE DRAFTS

R.O. Levy
R.O. LEVY

[Signature]
WITNESS AS TO TARANCE DRAFTS

Betty B. Armstrong
WITNESS AS TO R.O. LEVY

0045620 Bk: 5431 Pg: 0251

STATE OF SOUTH CAROLINA }
COUNTY OF LEXINGTON }

ACKNOWLEDGMENT OF DEBT

That the parties to this agreement are TARANCE DRAFTS, hereinafter referred to as the LENDER and R.O. Levy, hereinafter referred to as the BORROWER. That both parties have residences in Batesburg, South Carolina. That the LENDER also maintains a business equity in New York, New York. That the said R.O. Levy is constructing a building for the purpose of housing his funeral service business and the said Tarance Drafts is providing the financing for said construction.

That the parties incorporate their existing Construction Loan/Individual Financing Agreement, executed October 2, 1998 by and between the parties hereto as part of the terms of this Acknowledgment.

That the parties desire to have a document reflecting the current and expected financial disbursements made to this project by Tarance Drafts, in order to evidence his investment until the project is completed and he is able to attain a mortgage. That the said Tarance Drafts has an account at Wachovia Bank, Batesburg-Leesville, S.C., Account Number 341194546, wherein all funds disbursed for this construction have been deposited into this account solely and withdrawals are made by the said R.O. Levy to pay construction expenses.

That the parties hereby acknowledge that only the funds deposited in this account and withdrawn by R.O. Levy, and receipted by said Wachovia Bank shall represent the actual financial amounts expended by the said Tarance Drafts and said account will be used to arrive at a total and final amount of expenditures for the purpose of creating a mortgage as well as attaining the current amounts deposited/invested by Tarance Drafts.

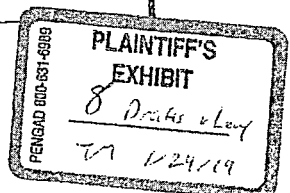
That the parties further acknowledge by their previous Individual Financing Agreement (IFA), executed on October 2, 1998, and this instant document, creates for Tarance Drafts a valid financial lien upon the building solely, whereupon final completion, he will receive a mortgage from R.O. Levy in the amount of his (Tarance Drafts') financial expenditures evidencing such expenditures. Upon the attainment of said mortgage, this instant document and their previous Individual Financing Agreement shall become null and void.

The parties by their own previous agreements, clearly understand that Mr. Tarance Drafts, by virtue of his financing, has attained an ownership interest in the building only, and said ownership will be further evidenced upon completion of the building wherein the said R.O. Levy will give him a mortgage to evidence his financing.

The parties further acknowledge that this instant agreement and the previous ones executed were upon their own choosing and understanding and they directed legal services to prepare the various documents. That upon their own promises to each other, a valid mortgage will be entered into between these instant parties to evidence the financial investment of Tarance Drafts upon completion of the building and this instant Acknowledgment notes Tarance Drafts' financial expenditures and the protection of such until a mortgage is attained.

Page 1 of 2

FILED, RECORDED, INDEXED
09/03/1999 11:19:59AM
Rec Fees 10.00 St Fees 0.00
Co Fees 0.00 Paystamps 0.00
LEX. CO. REGISTER OF DEEDS
DEBRA H. GUNTER



0043620 BK: 5431 Pg: 0252

WITNESSED our Hands and Seals this 1st day of December, 1998.

Witnesses:

[Signature]
Betty B. Livingston

[Signature]
R.O. Levy, Borrower

Witnesses:

[Signature]
Patricia G. Jones
[Signature]

[Signature]
Terance Drafts, Lender

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF RICHLAND

PERSONALLY appeared before me the undersigned witness, who, being duly sworn, says that s/he saw the within-named Borrower, R.O. Levy, sign, seal and, as his act and deed, deliver the within-written Acknowledgment of Debt, and that s/he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this 1st day of December, 1998.

[Signature] (L.S.)
Notary Public for South Carolina

[Signature]
Witness

My Commission Expires: 12/1/06

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF LEXINGTON

PERSONALLY appeared before me the undersigned witness, who, being duly sworn, says that s/he saw the within-named Lender, Terance Drafts, sign, seal and, as his act and deed, deliver the within-written Acknowledgment of Debt, and that s/he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this 1st day of December, 1998.

[Signature] (L.S.)
Notary Public for South Carolina

[Signature]
Witness

My Commission Expires: 10-12-2005

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HENRIETTA GILL
Attorney at Law

P.O. Box 84146
Lexington, S.C. 29073

Phone (803) 359-7299
Fax (803) 359-3078

By Certified Mail

September 22, 1999

Mr. Thomas B. Levy
Attorney at Law
P. O. Box 2845
Columbia, SC 29202

Re: Your client - R. O. Levy
My client - Tarrance Drafts

Dear Mr. Levy:

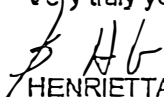
Please be advised that I represent Tarrance Drafts. I am advised that you have previously prepared some of the paperwork concerning my client's financing of your brother's funeral home. My client has requested something a little more definite to protect his investment.

Enclosed please find two notes and mortgages to be executed by your brother, if they meet with your approval. Your brother has requested 30 year financing and additional funds of \$30,000.00, but my client is only able to invest \$15,000.00 more in the project, and desires the 20 year financing previously agreed to. In August Mr. Drafts and your brother agreed that \$5,000 in interest was due to date on the \$100,000 already advanced by my client. Your client has also agreed to pay an additional \$15,000.00 on the \$100,000.00 when the building is completed. I have added the \$100,000 and the \$5,000.00 and the \$15,000.00 to arrive at a principal amount of \$120,000.00 for a note and mortgage, with further interest deferred until January 1, 2000. I have spread the \$15,000.00 over a five year period, with no interest being charged for timely payments.

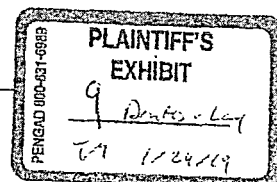
I have then done a fairly standard note and mortgage for the additional \$15,000.00 that your brother needs. It was anticipated by your paperwork that additional notes and mortgages would be executed. I have gone ahead and deferred interest on this until January 1, 2000 also.

This is an attempt to keep things simple. I would appreciate it if you could go over this with your brother. My client would like to move along and get this done soon.

Very truly yours,


HENRIETTA GILL

✓ cc: Mr. Tarrance Drafts



Note

\$120,000.00

Lexington, South Carolina

WHEREAS, TARANCE DRAFTS, hereinafter referred to as Lender, and R.O. LEVY, hereinafter referred to as Borrower, entered into an Individual Financing Agreement dated October 2, 1998, and recorded October 2, 1998 in the Office of Register of Deeds for Lexington County, South Carolina in Record Book 4889, page 224 in which the parties agreed that Lender would finance a building to be used as a funeral home;

WHEREAS, Lender arranged to loan eighty (80%) per cent of the construction costs up to One-Hundred, Twenty-Thousand and no/100 (\$120,000.00) Dollars;

WHEREAS, the parties anticipated that Borrower would execute a mortgage to Lender to secure him for funds advanced;

WHEREAS, the parties thereafter formerly executed an Acknowledgment of Debt dated December 1, 1998 in which the parties anticipated the execution of a mortgage to secure Lender of funds advanced;

WHEREAS, to date, Lender has advanced One-Hundred Thousand and no/100 (\$100,000.00) Dollars and the parties agree that interest on the amount loaned to date totals Five-Thousand and no/100 (\$5,000.00) Dollars.

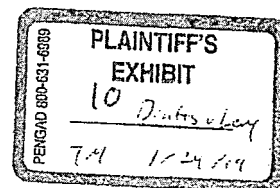
WHEREAS, Borrower has agreed to pay an origination fee/finance charge of Fifteen Thousand and No/100 (\$15,000.00) Dollars to Lender for making this loan when the building is completed.

WHEREAS, the parties anticipate that the building should be completed by February 1, 2000, and the parties wish to enter into a final agreement concerning the funds advanced.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND TO CARRY OUT THE PRIOR AGREEMENTS OF THE PARTIES, AND

FOR VALUE RECEIVED, the undersigned promise(s) to pay to the order of

TARANCE DRAFTS at 260 Rawls Drive, Batesburg-Leesville, S.C. 29070



or at such place as the holder may designate, in lawful money of the United States of America, the principal sum of One Hundred Twenty and No/100 (\$120,000.00) Dollars with interest at the rate of Nine per centum (9.0%) per annum on the amount remaining unpaid from time to time. The amount financed under this note is One Hundred Five Thousand and No/100 (\$105,000.00) Dollars, and the origination fee/finance charge is Fifteen Thousand and No/100 (\$15,000.00) Dollars for a total of One Hundred Twenty and No/100 (\$120,000.00) Dollars, said debt to be repaid in the following installments, to wit: Interest to be deferred until December 31, 1999. and interest to accrue as of January 1, 2000. Payments of principal and interest to be made monthly beginning February 1, 2000 in the amount of Nine Hundred Forty-Four and 71/100 (\$944.71) Dollars for a term of twenty years with the final payment of principal and interest to be due on January 1, 2020. Payments on origination fee/finance charge to be paid over five years in the amount of Two Hundred Fifty and No/100 (\$250.00) per month with the last payment being due on January 1, 2005. The total monthly installment under this note to be paid for the first payment on this loan to be One Thousand One Hundred Ninety-Four and 71/100 (1,194.71) Dollars per month beginning February 1, 2000 and continuing for fifty-nine monthly payments until January 1, 2005. Thereafter monthly installments of principal and interest in the amount of Nine Hundred Forty-Four and 71/100 (\$944.71) Dollars for the remainder of the term until the loan is paid in full.

If any installment under this note shall not be paid when the same shall become due, the same shall be added to the unpaid balance and shall thereupon become a part of the principal debt, and failure to pay any installment of principal and interest for the space of 25 days after the same becomes due and payable, or if default be made in the performance of or compliance with any of the covenants and conditions of the mortgage or other security instrument securing this note, then in any of said events, said principal sum with all accrued interest thereon shall become at once due and payable at the option

of the holder hereof and be collectible without further notice.

If this note be placed in the hands of an attorney for collection after the same shall for any reason become due, or collected by legal proceedings or through the probate or bankruptcy courts, or under foreclosure proceedings under the mortgage or other security instrument securing this note, then all costs of collection including a reasonable attorney's fee shall be added hereto and secured and collectible as the principal hereof.

The undersigned expressly agree jointly and severally to remain and continue bound for the payment of the principal and interest provided for by the terms of this note notwithstanding any extension or extensions of the time of, or for the payment of said principal or interest, or any change or changes in the amount or amounts agreed to be paid under and by virtue of the obligations to pay provided for in this note, or any change or changes by way of release or surrender of any collateral held as security for this note and waive all and every kind of notice of such extension or extensions, change or changes and agree that the same may be made without joinder of the undersigned.

It is agreed that the undersigned may prepay the whole, or any part hereof, at any time without penalty.

It is expressly agreed and declared that this note is given for an actual loan or advance of the principal amount hereof.

The undersigned agrees to pay a late charge of Twenty-five and No/100 (\$25.00) Dollars on any monthly installment not received by note holder by the end of ten (10) calender days after the date it is due.

R. O. Levy

Note

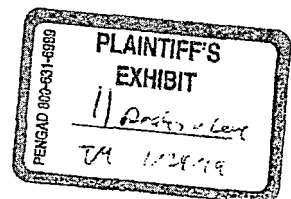
\$15,000.00

Lexington, South Carolina

FOR VALUE RECEIVED, the undersigned promise(s) to pay to the order of TARANCA DRAFTS at 260 Rawls Drive, Batesburg-Leesville, S.C. 29070 or at such place as the holder may designate, in lawful money of the United States of America, the principal sum of Fifteen Thousand and No/100 (\$15,000.00) Dollars with interest at the rate of Nine per centum (9.0%) per annum on the amount remaining unpaid from time to time. Said debt to be repaid in the following installments, to wit: Interest to be deferred until December 31, 1999, and interest to accrue as of January 1, 2000. Installment payments of principal and interest to be made monthly beginning February 1, 2000 in the amount of One Hundred Thirty-four and 96/100 (\$134.96) Dollars for a term of twenty years with the final payment of principal and interest to be due on January 1, 2020.

If any installment under this note shall not be paid when the same shall become due, the same shall be added to the unpaid balance and shall thereupon become a part of the principal debt, and failure to pay any installment of principal and interest for the space of 25 days after the same becomes due and payable, or if default be made in the performance of or compliance with any of the covenants and conditions of the mortgage or other security instrument securing this note, then in any of said events, said principal sum with all accrued interest thereon shall become at once due and payable at the option of the holder hereof and be collectible without further notice.

If this note be placed in the hands of an attorney for collection after the same shall for any reason become due, or collected by legal proceedings or through the probate or bankruptcy courts, or under foreclosure proceedings under the mortgage or other security instrument securing this note, then all costs of collection including a reasonable attorney's



fee shall be added hereto and secured and collectible as the principal hereof.

The undersigned expressly agree jointly and severally to remain and continue bound for the payment of the principal and interest provided for by the terms of this note notwithstanding any extension or extensions of the time of, or for the payment of said principal or interest, or any change or changes in the amount or amounts agreed to be paid under and by virtue of the obligations to pay provided for in this note, or any change or changes by way of release or surrender of any collateral held as security for this note and waive all and every kind of notice of such extension or extensions, change or changes and agree that the same may be made without joinder of the undersigned.

It is agreed that the undersigned may prepay the whole, or any part hereof, at any time without penalty.

It is expressly agreed and declared that this note is given for an actual loan or advance of the principal amount hereof.

The undersigned agrees to pay a late charge of Twenty-five and No/100 (\$25.00) Dollars on any monthly installment not received by note holder by the end of ten (10) calender days after the date it is due.

R. O. Levy

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FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

Applicants:

Prepared By:

Henrietta Gil

Property Address:

Application No:

Date Prepared:

12/29/99

Check box if applicable:

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you	Amount Financed The amount of credit provided to you or on your behalf	Total of Payments The amount you will have paid after making all payments as scheduled
11.26 %	\$ 136,730.94	\$ 120,000.00	\$ 241,730.94

☐ REQUIRED DEPOSIT: The annual percentage rate does not take into account your required deposit
PAYMENTS: Your payment schedule will be:

Number of Payments	Amount of Payments **	When Payments Are Due	Number of Payments	Amount of Payments **	When Payments Are Due	Number of Payments	Amount of Payments **	When Payments Are Due
60	\$1,194.71	2/1/2000						
180	\$944.71	2/1/2005						

☐ DEMAND FEATURE: This obligation has a demand feature.

☐ VARIABLE RATE FEATURE: This loan contains a variable rate feature. A variable rate disclosure has been provided earlier.

INSURANCE: The following insurance is required to obtain credit:

☐ Credit life insurance and credit disability ☐ Property insurance ☐ Flood insurance

You may obtain the insurance from anyone you want that is acceptable to creditor

☐ If you purchase ☐ property ☐ flood insurance from creditor you will pay \$

for a one year term.

SECURITY: You are giving a security interest in:

☐ The goods or property being purchased

☒ Real property you already own.

FILING FEES: \$

LATE CHARGE: If a payment is more than 10 days late, you will be charged \$25.00 % of the payment.

PREPAYMENT: If you pay off early, you

☐ may ☒ will not have to pay a penalty.

☐ may ☒ will not be entitled to a refund of part of the finance charge.

ASSUMPTION: Someone buying your property

☐ may ☐ may, subject to conditions ☐ may not assume the remainder of your loan on the original terms.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties

☐ * means an estimate

☐ all dates and numerical disclosures except the late payment disclosures are estimates.

THE UNDERSIGNED ACKNOWLEDGE RECEIVING A COMPLETED COPY OF THIS DISCLOSURE.

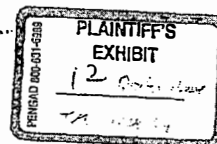
[Signature] 8.22.99
(Applicant) (Date)

(Applicant) (Date)

(Applicant) (Date)

(Applicant) (Date)

(Lender) (Date)



154

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

Applicant:

Prepared By:

Henrietta Gill

Property Address:

Application No:

Date Prepared:

12/29/99

Check box if applicable:

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you	Amount Financed The amount of credit provided to you or on your behalf	Total of Payments The amount you will have paid after making all payments as scheduled
<i>9.0 %</i>	<i>\$ 17,390.40</i>	<i>\$ 15,000.00</i>	<i>\$ 32,390.40</i>

☐ REQUIRED DEPOSIT: The annual percentage rate does not take into account your required deposit
 PAYMENTS: Your payment schedule will be:

Number of Payments	Amount of Payments **	When Payments Are Due	Number of Payments	Amount of Payments **	When Payments Are Due	Number of Payments	Amount of Payments **	When Payments Are Due
<i>240</i>	<i>134.96</i>	<i>2/1/2000</i>						

☐ DEMAND FEATURE: This obligation has a demand feature.

☐ VARIABLE RATE FEATURE: This loan contains a variable rate feature. A variable rate disclosure has been provided earlier.

INSURANCE: The following insurance is required to obtain credit:

☐ Credit life insurance and credit disability ☐ Property insurance ☐ Flood insurance

You may obtain the insurance from anyone you want that is acceptable to creditor

☐ If you purchase ☐ property ☐ flood insurance from creditor you will pay \$

for a one year term.

SECURITY: You are giving a security interest in:

☐ The goods or property being purchased

☒ Real property you already own.

FINING FEES: \$

LATE CHARGE: If a payment is more than *10* days late, you will be charged *\$25.00* of the payment.

PREPAYMENT: If you pay off early, you

☐ may ☒ will not have to pay a penalty.

☐ may ☒ will not be entitled to a refund of part of the finance charge.

ASSUMPTION: Someone buying your property

☐ may ☐ may, subject to conditions

☐ may not assume the remainder of your loan on the original terms.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties

☐ * means an estimate

☐ all dates and numerical disclosures except the late payment disclosures are estimates.

THE UNDERSIGNED ACKNOWLEDGE RECEIVING A COMPLETED COPY OF THIS DISCLOSURE.

[Signature]

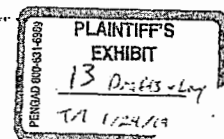
12.29.99
(Applicant) (Date)

(Applicant) (Date)

(Applicant) (Date)

(Applicant) (Date)

(Lender) (Date)



155

951
COPY

HENRIETTA GILL
ATTORNEY AT LAW
PO BOX 2119
LEESVILLE, SC 29070

4472 Pond Branch Road
Leesville, SC 29070

Phone: (803) 532-5493
Facsimile: (803) 532-5066
henriettagill.law@gmail.com

Hand Delivered

June 14, 2016

Mr. R. O. Levy
415 Cedar Street
Leesville, SC 29070

Re: Drafts notes and mortgages

Dear Mr. Levy:

Please be advised that I represent Mr. Tarance Drafts concerning the notes and mortgages to Mr. Drafts. Very few payments have been made on these in the last several years. My client has decided with heavy heart, taking into account that their father sincerely wanted your business to be successful, that they must call the notes and demand full payment thereunder.

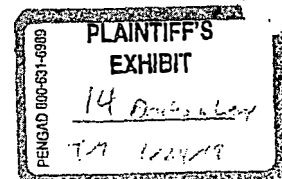
I am writing to advise you that the above-referenced accounts are now in default because of your failure to make payments in a timely manner as required under the terms of the Notes and Mortgages ("Security Instruments"). The Amount Now Due under the terms of the Security Instrument is \$ 282,368.99 plus legal fees in the amount of \$300.00 for a Total Amount Now Due in the amount of \$ 282,668.99 _____. If you pay the Total Amount Now Due by certified bank check or money order on or before July 15, 2016, and you will not incur additional legal expenses.

If you fail to cure this default by July 15, 2016, my client shall pursue legal remedies and take such steps as are necessary or desirable to protect their rights under the Security Instrument and any other instrument(s) evidencing or securing the loan as allowed by applicable law. These rights include the right without further demand to repossess any property held as collateral for this transaction.

Page 2

As of the date of this letter, the Entire Remaining Balance Due to payoff your loans are in the amount of \$ 282,368.99 _____.

In accordance with the Fair Debt Collection Practices Act (15 U.S.C. 1692), we advise you as follows:



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1. This action is brought on behalf of Tarance Drafts in an attempt to collect a debt in the amount of \$282,368.99 as of June 1, 2016, plus interest and costs accruing thereafter.

2. Unless you dispute the validity of your debt or any portion of such debt to this law firm in writing within thirty (30) days after receipt of this letter, we will assume that the debt is valid.

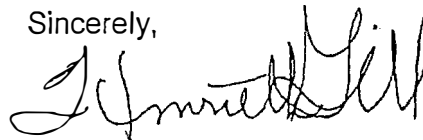
3. If you notify this law firm in writing within thirty (30) days after you receive this letter that this debt or any portion thereof is disputed, we will mail you a verification of the debt and, upon your written request within the thirty-day period, my clients will provide you with the name and address of the original creditor, if different from the current creditor.

If you have any questions about this letter, please contact me at (803)532-5493. On behalf of Mr. Drafts, I encourage you to comply with the demands stated above. Attached is a listing of payments for which you have been given credit. Late charges were assessed starting in 2004 when payments became very sporadic. Interest was not assessed on the loans that did not bear interest and taxes advanced by the family were also not included in this calculation. Please advise if we have omitted any payments.

If you have filed bankruptcy or have received a bankruptcy discharge, this Notice of Default is provided to you as required by the terms of your original contract and is not an attempt to collect a debt.

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Henrietta Gill".

Henrietta Gill

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Loan Amortization Schedule

Download from Vertex42.com

Drafts- Levy 2

Inputs

Loan Amount 15,000
Annual Interest Rate 0.000%
Term of Loan in Years 9.25
First Payment Date 2/1/2000
Frequency of Payment Monthly

Summary

Rate (per period) 0.000%
Payment (per period) \$135.14

Total Payments \$15,000.00
Total Interest \$0.00

Recording Actual Payments

This spreadsheet provides an alternate way to record the payments, assuming the same loan information as in the Schedule worksheet. The *actual* payment is recorded each pay period. Any amount above the *payment due* is used to pay off the principal. If no payment is made, the *interest due* is added to the balance. This assumes there are no penalties for late payments, missing payments, or prepayments.

Payment Schedule

No.	Due Date	Payment Due	Payment	Interest	Principal	Balance
						\$15,000.00
1	2/1/2000	135.14	134.96	0.00	134.96	14,865.04
2	3/1/2000	135.14	134.96	0.00	134.96	14,730.08
3	4/1/2000	135.14	0.00	0.00	0.00	14,730.08
4	5/1/2000	135.14	134.96	0.00	134.96	14,595.12
5	6/1/2000	135.14	134.96	0.00	134.96	14,460.16
6	7/1/2000	135.14	134.96	0.00	134.96	14,325.20
7	8/1/2000	135.14	134.96	0.00	134.96	14,190.24
8	9/1/2000	135.14	134.96	0.00	134.96	14,055.28
9	10/1/2000	135.14	134.96	0.00	134.96	13,920.32
10	11/1/2000	135.14	134.96	0.00	134.96	13,785.36
11	12/1/2000	135.14	134.96	0.00	134.96	13,650.40
12	1/1/2001	135.14	134.96	0.00	134.96	13,515.44
13	2/1/2001	135.14	134.96	0.00	134.96	13,380.48
14	3/1/2001	135.14	134.96	0.00	134.96	13,245.52
15	4/1/2001	135.14	134.96	0.00	134.96	13,110.56
16	5/1/2001	135.14	134.96	0.00	134.96	12,975.60
17	6/1/2001	135.14	134.96	0.00	134.96	12,840.64
18	7/1/2001	135.14	134.96	0.00	134.96	12,705.68
19	8/1/2001	135.14	134.96	0.00	134.96	12,570.72
20	9/1/2001	135.14	134.96	0.00	134.96	12,435.76
21	10/1/2001	135.14	134.96	0.00	134.96	12,300.80
22	11/1/2001	135.14	134.96	0.00	134.96	12,165.84
23	12/1/2001	135.14	134.96	0.00	134.96	12,030.88
24	1/1/2002	135.14	134.96	0.00	134.96	11,895.92
25	2/1/2002	135.14	134.96	0.00	134.96	11,760.96
26	3/1/2002	135.14	134.96	0.00	134.96	11,626.00
27	4/1/2002	135.14	134.96	0.00	134.96	11,491.04

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28	5/1/2002	135.14	134.96	0.00	134.96	11,356.08
29	6/1/2002	135.14	134.96	0.00	134.96	11,221.12
30	7/1/2002	135.14	134.96	0.00	134.96	11,086.16
31	8/1/2002	135.14	134.96	0.00	134.96	10,951.20
32	9/1/2002	135.14	134.96	0.00	134.96	10,816.24
33	10/1/2002	135.14	134.96	0.00	134.96	10,681.28
34	11/1/2002	135.14	134.96	0.00	134.96	10,546.32
35	12/1/2002	135.14	134.96	0.00	134.96	10,411.36
36	1/1/2003	135.14	134.96	0.00	134.96	10,276.40
37	2/1/2003	135.14	134.96	0.00	134.96	10,141.44
38	3/1/2003	135.14	134.96	0.00	134.96	10,006.48
39	4/1/2003	135.14	134.96	0.00	134.96	9,871.52
40	5/1/2003	135.14	134.96	0.00	134.96	9,736.56
41	6/1/2003	135.14	134.96	0.00	134.96	9,601.60
42	7/1/2003	135.14	134.96	0.00	134.96	9,466.64
43	8/1/2003	135.14	134.96	0.00	134.96	9,331.68
44	9/1/2003	135.14	134.96	0.00	134.96	9,196.72
45	10/1/2003	135.14	134.96	0.00	134.96	9,061.76
46	11/1/2003	135.14	134.96	0.00	134.96	8,926.80
47	12/1/2003	135.14	134.96	0.00	134.96	8,791.84
48	1/1/2004	135.14	0.00	0.00	0.00	8,791.84
49	2/1/2004	135.14	0.00	0.00	0.00	8,791.84
50	3/1/2004	135.14	0.00	0.00	0.00	8,791.84
51	4/1/2004	135.14	0.00	0.00	0.00	8,791.84
52	5/1/2004	135.14	0.00	0.00	0.00	8,791.84
53	6/1/2004	135.14	0.00	0.00	0.00	8,791.84
54	7/1/2004	135.14	0.00	0.00	0.00	8,791.84
55	8/1/2004	135.14	0.00	0.00	0.00	8,791.84
56	9/1/2004	135.14	0.00	0.00	0.00	8,791.84
57	10/1/2004	135.14	0.00	0.00	0.00	8,791.84
58	11/1/2004	135.14	0.00	0.00	0.00	8,791.84
59	12/1/2004	135.14	0.00	0.00	0.00	8,791.84
60	1/1/2005	135.14	0.00	0.00	0.00	8,791.84
61	2/1/2005	135.14	0.00	0.00	0.00	8,791.84
62	3/1/2005	135.14	0.00	0.00	0.00	8,791.84
63	4/1/2005	135.14	0.00	0.00	0.00	8,791.84
64	5/1/2005	135.14	0.00	0.00	0.00	8,791.84
65	6/1/2005	135.14	0.00	0.00	0.00	8,791.84
66	7/1/2005	135.14	0.00	0.00	0.00	8,791.84
67	8/1/2005	135.14	0.00	0.00	0.00	8,791.84
68	9/1/2005	135.14	0.00	0.00	0.00	8,791.84
69	10/1/2005	135.14	0.00	0.00	0.00	8,791.84
70	11/1/2005	135.14	0.00	0.00	0.00	8,791.84
71	12/1/2005	135.14	0.00	0.00	0.00	8,791.84
72	1/1/2006	135.14	0.00	0.00	0.00	8,791.84
73	2/1/2006	135.14	0.00	0.00	0.00	8,791.84
74	3/1/2006	135.14	0.00	0.00	0.00	8,791.84
75	4/1/2006	135.14	0.00	0.00	0.00	8,791.84
76	5/1/2006	135.14	0.00	0.00	0.00	8,791.84

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77	6/1/2006	135.14	0.00	0.00	0.00	8,791.84
78	7/1/2006	135.14	0.00	0.00	0.00	8,791.84
79	8/1/2006	135.14	0.00	0.00	0.00	8,791.84
80	9/1/2006	135.14	0.00	0.00	0.00	8,791.84
81	10/1/2006	135.14	0.00	0.00	0.00	8,791.84
82	11/1/2006	135.14	0.00	0.00	0.00	8,791.84
83	12/1/2006	135.14	0.00	0.00	0.00	8,791.84
84	1/1/2007	135.14	0.00	0.00	0.00	8,791.84
85	2/1/2007	135.14	0.00	0.00	0.00	8,791.84
86	3/1/2007	135.14	0.00	0.00	0.00	8,791.84
87	4/1/2007	135.14	0.00	0.00	0.00	8,791.84
88	5/1/2007	135.14	0.00	0.00	0.00	8,791.84
89	6/1/2007	135.14	0.00	0.00	0.00	8,791.84
90	7/1/2007	135.14	0.00	0.00	0.00	8,791.84
91	8/1/2007	135.14	0.00	0.00	0.00	8,791.84
92	9/1/2007	135.14	0.00	0.00	0.00	8,791.84
93	10/1/2007	135.14	0.00	0.00	0.00	8,791.84
94	11/1/2007	135.14	0.00	0.00	0.00	8,791.84
95	12/1/2007	135.14	0.00	0.00	0.00	8,791.84
96	1/1/2008	135.14	0.00	0.00	0.00	8,791.84
97	2/1/2008	135.14	0.00	0.00	0.00	8,791.84
98	3/1/2008	135.14	0.00	0.00	0.00	8,791.84
99	4/1/2008	135.14	0.00	0.00	0.00	8,791.84
100	5/1/2008	135.14	0.00	0.00	0.00	8,791.84
101	6/1/2008	135.14	0.00	0.00	0.00	8,791.84
102	7/1/2008	135.14	0.00	0.00	0.00	8,791.84
103	8/1/2008	135.14	0.00	0.00	0.00	8,791.84
104	9/1/2008	135.14	0.00	0.00	0.00	8,791.84
105	10/1/2008	135.14	0.00	0.00	0.00	8,791.84
106	11/1/2008	135.14	0.00	0.00	0.00	8,791.84
107	12/1/2008	135.14	0.00	0.00	0.00	8,791.84
108	1/1/2009	135.14	0.00	0.00	0.00	8,791.84
109	2/1/2009	135.14	0.00	0.00	0.00	8,791.84
110	3/1/2009	135.14	0.00	0.00	0.00	8,791.84
111	4/1/2009	8,791.84	8,791.84	0.00	8,791.84	0.00

		Principal Amount of Note	Amount Due	Late Fees	Total
Tarrance Drafts	1	\$105,000.00	\$260,677.15	\$9,400.00	\$270,077.15
				[2004- present]	
	2	\$15,000.00	\$3,500.00		\$3,500.00
	3	\$15,000.00	\$8,791.84		\$8,791.84
Total as of June 1, 2016					\$282,368.99

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Loan Amortization Schedule

Form Vertex42 LLC

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Drafts- Levy

Inputs

Loan Amount \$ 15,000
Annual Interest Rate 0.00%
Term of Loan in Years 5
First Payment Date 2/1/2000
Frequency of Payment Monthly

Summary

Rate (per period) 0.002%
Payment (per period) \$250.00

Total Payments \$11,500.00
Total Interest \$0.00

Recording Actual Payments

This spreadsheet provides an alternate way to record the payments, assuming the same loan information as in the Schedule worksheet. The *actual* payment is recorded each pay period. Any amount above the *payment due* is used to pay off the principal. If no payment is made, the *interest due* is added to the balance. This assumes there are no penalties for late payments, missing payments, or prepayments.

Payment Schedule

No.	Due Date	Payment Due	Payment	Interest	Principal	Balance
						\$15,000.00
1	2/1/2000	250.00	250.00	0.00	250.00	14,750.00
2	3/1/2000	250.00	250.00	0.00	250.00	14,500.00
3	4/1/2000	250.00	0.00	0.00	0.00	14,500.00
4	5/1/2000	250.00	250.00	0.00	250.00	14,250.00
5	6/1/2000	250.00	250.00	0.00	250.00	14,000.00
6	7/1/2000	250.00	250.00	0.00	250.00	13,750.00
7	8/1/2000	250.00	250.00	0.00	250.00	13,500.00
8	9/1/2000	250.00	250.00	0.00	250.00	13,250.00
9	10/1/2000	250.00	250.00	0.00	250.00	13,000.00
10	11/1/2000	250.00	250.00	0.00	250.00	12,750.00
11	12/1/2000	250.00	250.00	0.00	250.00	12,500.00
12	1/1/2001	250.00	250.00	0.00	250.00	12,250.00
13	2/1/2001	250.00	250.00	0.00	250.00	12,000.00
14	3/1/2001	250.00	250.00	0.00	250.00	11,750.00
15	4/1/2001	250.00	250.00	0.00	250.00	11,500.00
16	5/1/2001	250.00	250.00	0.00	250.00	11,250.00
17	6/1/2001	250.00	250.00	0.00	250.00	11,000.00
18	7/1/2001	250.00	250.00	0.00	250.00	10,750.00
19	8/1/2001	250.00	250.00	0.00	250.00	10,500.00
20	9/1/2001	250.00	250.00	0.00	250.00	10,250.00
21	10/1/2001	250.00	250.00	0.00	250.00	10,000.00
22	11/1/2001	250.00	250.00	0.00	250.00	9,750.00
23	12/1/2001	250.00	250.00	0.00	250.00	9,500.00
24	1/1/2002	250.00	250.00	0.00	250.00	9,250.00
25	2/1/2002	250.00	250.00	0.00	250.00	9,000.00
26	3/1/2002	250.00	250.00	0.00	250.00	8,750.00
27	4/1/2002	250.00	250.00	0.00	250.00	8,500.00

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28	5/1/2002	250.00	250.00	0.00	250.00	8,250.00
29	6/1/2002	250.00	250.00	0.00	250.00	8,000.00
30	7/1/2002	250.00	250.00	0.00	250.00	7,750.00
31	8/1/2002	250.00	250.00	0.00	250.00	7,500.00
32	9/1/2002	250.00	250.00	0.00	250.00	7,250.00
33	10/1/2002	250.00	250.00	0.00	250.00	7,000.00
34	11/1/2002	250.00	250.00	0.00	250.00	6,750.00
35	12/1/2002	250.00	250.00	0.00	250.00	6,500.00
36	1/1/2003	250.00	250.00	0.00	250.00	6,250.00
37	2/1/2003	250.00	250.00	0.00	250.00	6,000.00
38	3/1/2003	250.00	250.00	0.00	250.00	5,750.00
39	4/1/2003	250.00	250.00	0.00	250.00	5,500.00
40	5/1/2003	250.00	250.00	0.00	250.00	5,250.00
41	6/1/2003	250.00	250.00	0.00	250.00	5,000.00
42	7/1/2003	250.00	250.00	0.00	250.00	4,750.00
43	8/1/2003	250.00	250.00	0.00	250.00	4,500.00
44	9/1/2003	250.00	250.00	0.00	250.00	4,250.00
45	10/1/2003	250.00	250.00	0.00	250.00	4,000.00
46	11/1/2003	250.00	250.00	0.00	250.00	3,750.00
47	12/1/2003	250.00	250.00	0.00	250.00	3,500.00
48	1/1/2004	250.00	0.00	0.00	0.00	3,500.00
49	2/1/2004	250.00	0.00	0.00	0.00	3,500.00
50	3/1/2004	250.00	0.00	0.00	0.00	3,500.00
51	4/1/2004	250.00	0.00	0.00	0.00	3,500.00
52	5/1/2004	250.00	0.00	0.00	0.00	3,500.00
53	6/1/2004	250.00	0.00	0.00	0.00	3,500.00
54	7/1/2004	250.00	0.00	0.00	0.00	3,500.00
55	8/1/2004	250.00	0.00	0.00	0.00	3,500.00
56	9/1/2004	250.00	0.00	0.00	0.00	3,500.00
57	10/1/2004	250.00	0.00	0.00	0.00	3,500.00
58	11/1/2004	250.00	0.00	0.00	0.00	3,500.00
59	12/1/2004	250.00	0.00	0.00	0.00	3,500.00
60	1/1/2005	3,500.00	0.00	0.00	0.00	3,500.00

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Drafts - Levy

Inputs

Loan Amount	\$	105,000
Annual Interest Rate		9.00%
Term of Loan in Years		20
First Payment Date		2/1/2000
Frequency of Payment		Monthly

Summary

Rate (per period)		0.750%
Payment (per period)		\$544.71
Total Payments		\$141,913.32
Total Interest		\$325,408.18

Recording Actual Payments

This spreadsheet provides an alternate way to record the payments, assuming the same loan information as in the Schedule worksheet. The *actual* payment is recorded each pay period. Any amount above the *payment due* is used to pay off the principal. If no payment is made, the *interest due* is added to the balance. This assumes there are no penalties for late payments, missing payments, or prepayments.

Payment Schedule

No.	Due Date	Payment Due	Payment	Interest	Principal	Balance
						\$105,000.00
1	2/1/2000	944.71	944.71	787.50	157.21	104,842.79
2	3/1/2000	944.71	944.71	786.32	158.39	104,684.40
3	4/1/2000	944.71	0.00	785.13	-785.13	105,469.53
4	5/1/2000	944.71	944.71	791.02	153.69	105,315.84
5	6/1/2000	944.71	944.71	789.87	154.84	105,161.00
6	7/1/2000	944.71	944.71	788.71	156.00	105,005.00
7	8/1/2000	944.71	944.71	787.54	157.17	104,847.83
8	9/1/2000	944.71	944.71	786.36	158.35	104,689.48
9	10/1/2000	944.71	944.71	785.17	159.54	104,529.94
10	11/1/2000	944.71	944.71	783.97	160.74	104,369.20
11	12/1/2000	944.71	944.71	782.77	161.94	104,207.26
12	1/1/2001	944.71	944.71	781.55	163.16	104,044.10
13	2/1/2001	944.71	944.71	780.33	164.38	103,879.72
14	3/1/2001	944.71	944.71	779.10	165.61	103,714.11
15	4/1/2001	944.71	944.71	777.86	166.85	103,547.26
16	5/1/2001	944.71	944.71	776.60	168.11	103,379.15
17	6/1/2001	944.71	944.71	775.34	169.37	103,209.78
18	7/1/2001	944.71	944.71	774.07	170.64	103,039.14
19	8/1/2001	944.71	944.71	772.79	171.92	102,867.22
20	9/1/2001	944.71	944.71	771.50	173.21	102,694.01
21	10/1/2001	944.71	944.71	770.21	174.50	102,519.51
22	11/1/2001	944.71	944.71	768.90	175.81	102,343.70
23	12/1/2001	944.71	944.71	767.58	177.13	102,166.57
24	1/1/2002	944.71	944.71	766.25	178.46	101,988.11
25	2/1/2002	944.71	944.71	764.91	179.80	101,808.31
26	3/1/2002	944.71	944.71	763.56	181.15	101,627.16
27	4/1/2002	944.71	944.71	762.20	182.51	101,444.65
28	5/1/2002	944.71	944.71	760.83	183.88	101,260.77
29	6/1/2002	944.71	944.71	759.46	185.25	101,075.52

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30	7/1/2002	944.71	944.71	758.07	186.64	100,888.88
31	8/1/2002	944.71	944.71	756.67	188.04	100,700.84
32	9/1/2002	944.71	944.71	755.26	189.45	100,511.39
33	10/1/2002	944.71	944.71	753.84	190.87	100,320.52
34	11/1/2002	944.71	944.71	752.40	192.31	100,128.21
35	12/1/2002	944.71	944.71	750.96	193.75	99,934.46
36	1/1/2003	944.71	944.71	749.51	195.20	99,739.26
37	2/1/2003	944.71	944.71	748.04	196.67	99,542.59
38	3/1/2003	944.71	944.71	746.57	198.14	99,344.45
39	4/1/2003	944.71	944.71	745.08	199.63	99,144.82
40	5/1/2003	944.71	944.71	743.59	201.12	98,943.70
41	6/1/2003	944.71	944.71	742.08	202.63	98,741.07
42	7/1/2003	944.71	944.71	740.56	204.15	98,536.92
43	8/1/2003	944.71	944.71	739.03	205.68	98,331.24
44	9/1/2003	944.71	944.71	737.48	207.23	98,124.01
45	10/1/2003	944.71	944.71	735.93	208.78	97,915.23
46	11/1/2003	944.71	944.71	734.36	210.35	97,704.88
47	12/1/2003	944.71	944.71	732.79	211.92	97,492.96
48	1/1/2004	944.71	0.00	731.20	-731.20	98,224.16
49	2/1/2004	944.71	0.00	736.68	-736.68	98,960.84
50	3/1/2004	944.71	0.00	742.21	-742.21	99,703.05
51	4/1/2004	944.71	0.00	747.77	-747.77	100,450.82
52	5/1/2004	944.71	0.00	753.38	-753.38	101,204.20
53	6/1/2004	944.71	0.00	759.03	-759.03	101,963.23
54	7/1/2004	944.71	0.00	764.72	-764.72	102,727.95
55	8/1/2004	944.71	0.00	770.46	-770.46	103,498.41
56	9/1/2004	944.71	0.00	776.24	-776.24	104,274.65
57	10/1/2004	944.71	0.00	782.06	-782.06	105,056.71
58	11/1/2004	944.71	0.00	787.93	-787.93	105,844.64
59	12/1/2004	944.71	0.00	793.83	-793.83	106,638.47
60	1/1/2005	944.71	0.00	799.79	-799.79	107,438.26
61	2/1/2005	944.71	0.00	805.79	-805.79	108,244.05
62	3/1/2005	944.71	0.00	811.83	-811.83	109,055.88
63	4/1/2005	944.71	0.00	817.92	-817.92	109,873.80
64	5/1/2005	944.71	0.00	824.05	-824.05	110,697.85
65	6/1/2005	944.71	0.00	830.23	-830.23	111,528.08
66	7/1/2005	944.71	0.00	836.46	-836.46	112,364.54
67	8/1/2005	944.71	0.00	842.73	-842.73	113,207.27
68	9/1/2005	944.71	0.00	849.05	-849.05	114,056.32
69	10/1/2005	944.71	0.00	855.42	-855.42	114,911.74
70	11/1/2005	944.71	0.00	861.84	-861.84	115,773.58
71	12/1/2005	944.71	0.00	868.30	-868.30	116,641.88
72	1/1/2006	944.71	0.00	874.81	-874.81	117,516.69
73	2/1/2006	944.71	0.00	881.38	-881.38	118,398.07
74	3/1/2006	944.71	0.00	887.99	-887.99	119,286.06
75	4/1/2006	944.71	0.00	894.65	-894.65	120,180.71
76	5/1/2006	944.71	0.00	901.36	-901.36	121,082.07
77	6/1/2006	944.71	0.00	908.12	-908.12	121,990.19
78	7/1/2006	944.71	0.00	914.93	-914.93	122,905.12

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79	8/1/2006	944.71	0.00	921.79	-921.79	123,826.91
80	9/1/2006	944.71	0.00	928.70	-928.70	124,755.61
81	10/1/2006	944.71	0.00	935.67	-935.67	125,691.28
82	11/1/2006	944.71	0.00	942.68	-942.68	126,633.96
83	12/1/2006	944.71	0.00	949.75	-949.75	127,583.71
84	1/1/2007	944.71	0.00	956.88	-956.88	128,540.59
85	2/1/2007	944.71	0.00	964.05	-964.05	129,504.64
86	3/1/2007	944.71	0.00	971.28	-971.28	130,475.92
87	4/1/2007	944.71	0.00	978.57	-978.57	131,454.49
88	5/1/2007	944.71	0.00	985.91	-985.91	132,440.40
89	6/1/2007	944.71	0.00	993.30	-993.30	133,433.70
90	7/1/2007	944.71	0.00	1,000.75	-1,000.75	134,434.45
91	8/1/2007	944.71	0.00	1,008.26	-1,008.26	135,442.71
92	9/1/2007	944.71	0.00	1,015.82	-1,015.82	136,458.53
93	10/1/2007	944.71	0.00	1,023.44	-1,023.44	137,481.97
94	11/1/2007	944.71	0.00	1,031.11	-1,031.11	138,513.08
95	12/1/2007	944.71	0.00	1,038.85	-1,038.85	139,551.93
96	1/1/2008	944.71	0.00	1,046.64	-1,046.64	140,598.57
97	2/1/2008	944.71	0.00	1,054.49	-1,054.49	141,653.06
98	3/1/2008	944.71	0.00	1,062.40	-1,062.40	142,715.46
99	4/1/2008	944.71	0.00	1,070.37	-1,070.37	143,785.83
100	5/1/2008	944.71	0.00	1,078.39	-1,078.39	144,864.22
101	6/1/2008	944.71	0.00	1,086.48	-1,086.48	145,950.70
102	7/1/2008	944.71	0.00	1,094.63	-1,094.63	147,045.33
103	8/1/2008	944.71	0.00	1,102.84	-1,102.84	148,148.17
104	9/1/2008	944.71	0.00	1,111.11	-1,111.11	149,259.28
105	10/1/2008	944.71	0.00	1,119.44	-1,119.44	150,378.72
106	11/1/2008	944.71	0.00	1,127.84	-1,127.84	151,506.56
107	12/1/2008	944.71	0.00	1,136.30	-1,136.30	152,642.86
108	1/1/2009	944.71	0.00	1,144.82	-1,144.82	153,787.68
109	2/1/2009	944.71	0.00	1,153.41	-1,153.41	154,941.09
110	3/1/2009	944.71	0.00	1,162.06	-1,162.06	156,103.15
111	4/1/2009	944.71	0.00	1,170.77	-1,170.77	157,273.92
112	5/1/2009	944.71	0.00	1,179.55	-1,179.55	158,453.47
113	6/1/2009	944.71	0.00	1,188.40	-1,188.40	159,641.87
114	7/1/2009	944.71	0.00	1,197.31	-1,197.31	160,839.18
115	8/1/2009	944.71	0.00	1,206.29	-1,206.29	162,045.47
116	9/1/2009	944.71	0.00	1,215.34	-1,215.34	163,260.81
117	10/1/2009	944.71	0.00	1,224.46	-1,224.46	164,485.27
118	11/1/2009	944.71	0.00	1,233.64	-1,233.64	165,718.91
119	12/1/2009	944.71	0.00	1,242.89	-1,242.89	166,961.80
120	1/1/2010	944.71	1,200.00	1,252.21	-52.21	167,014.01
121	2/1/2010	944.71	1,200.00	1,252.61	-52.61	167,066.62
122	3/1/2010	944.71	2,000.00	1,253.00	747.00	166,319.62
123	4/1/2010	944.71	1,200.00	1,247.40	-47.40	166,367.02
124	5/1/2010	944.71	0.00	1,247.75	-1,247.75	167,614.77
125	6/1/2010	944.71	1,200.00	1,257.11	-57.11	167,671.88
126	7/1/2010	944.71	0.00	1,257.54	-1,257.54	168,929.42
127	8/1/2010	944.71	0.00	1,266.97	-1,266.97	170,196.39

L91

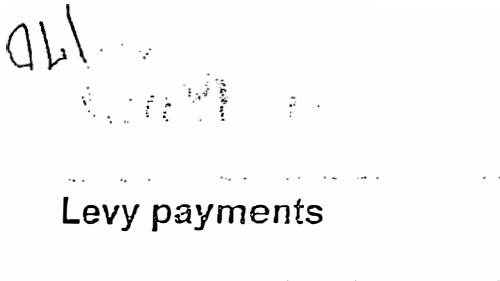
128	9/1/2010	944.71	0.00	1,276.47	-1,276.47	171,472.86
129	10/1/2010	944.71	0.00	1,286.05	-1,286.05	172,758.91
130	11/1/2010	944.71	0.00	1,295.69	-1,295.69	174,054.60
131	12/1/2010	944.71	0.00	1,305.41	-1,305.41	175,360.01
132	1/1/2011	944.71	0.00	1,315.20	-1,315.20	176,675.21
133	2/1/2011	944.71	0.00	1,325.06	-1,325.06	178,000.27
134	3/1/2011	944.71	0.00	1,335.00	-1,335.00	179,335.27
135	4/1/2011	944.71	1,700.00	1,345.01	354.99	178,980.28
136	5/1/2011	944.71	0.00	1,342.35	-1,342.35	180,322.63
137	6/1/2011	944.71	500.00	1,352.42	-852.42	181,175.05
138	7/1/2011	944.71	0.00	1,358.81	-1,358.81	182,533.86
139	8/1/2011	944.71	500.00	1,369.00	-869.00	183,402.86
140	9/1/2011	944.71	1,000.00	1,375.52	-375.52	183,778.38
141	10/1/2011	944.71	2,000.00	1,378.34	621.66	183,156.72
142	11/1/2011	944.71	0.00	1,373.68	-1,373.68	184,530.40
143	12/1/2011	944.71	0.00	1,383.98	-1,383.98	185,914.38
144	1/1/2012	944.71	0.00	1,394.36	-1,394.36	187,308.74
145	2/1/2012	944.71	0.00	1,404.82	-1,404.82	188,713.56
146	3/1/2012	944.71	0.00	1,415.35	-1,415.35	190,128.91
147	4/1/2012	944.71	0.00	1,425.97	-1,425.97	191,554.88
148	5/1/2012	944.71	1,000.00	1,436.66	-436.66	191,991.54
149	6/1/2012	944.71	0.00	1,439.94	-1,439.94	193,431.48
150	7/1/2012	944.71	0.00	1,450.74	-1,450.74	194,882.22
151	8/1/2012	944.71	0.00	1,461.62	-1,461.62	196,343.84
152	9/1/2012	944.71	0.00	1,472.58	-1,472.58	197,816.42
153	10/1/2012	944.71	0.00	1,483.62	-1,483.62	199,300.04
154	11/1/2012	944.71	0.00	1,494.75	-1,494.75	200,794.79
155	12/1/2012	944.71	0.00	1,505.96	-1,505.96	202,300.75
156	1/1/2013	944.71	0.00	1,517.26	-1,517.26	203,818.01
157	2/1/2013	944.71	0.00	1,528.64	-1,528.64	205,346.65
158	3/1/2013	944.71	0.00	1,540.10	-1,540.10	206,886.75
159	4/1/2013	944.71	0.00	1,551.65	-1,551.65	208,438.40
160	5/1/2013	944.71	0.00	1,563.29	-1,563.29	210,001.69
161	6/1/2013	944.71	0.00	1,575.01	-1,575.01	211,576.70
162	7/1/2013	944.71	0.00	1,586.83	-1,586.83	213,163.53
163	8/1/2013	944.71	0.00	1,598.73	-1,598.73	214,762.26
164	9/1/2013	944.71	0.00	1,610.72	-1,610.72	216,372.98
165	10/1/2013	944.71	0.00	1,622.80	-1,622.80	217,995.78
166	11/1/2013	944.71	0.00	1,634.97	-1,634.97	219,630.75
167	12/1/2013	944.71	0.00	1,647.23	-1,647.23	221,277.98
168	1/1/2014	944.71	0.00	1,659.58	-1,659.58	222,937.56
169	2/1/2014	944.71	0.00	1,672.03	-1,672.03	224,609.59
170	3/1/2014	944.71	1,000.00	1,684.57	-684.57	225,294.16
171	4/1/2014	944.71	0.00	1,689.71	-1,689.71	226,983.87
172	5/1/2014	944.71	5,000.00	1,702.38	3,297.62	223,686.25
173	6/1/2014	944.71	0.00	1,677.65	-1,677.65	225,363.90
174	7/1/2014	944.71	0.00	1,690.23	-1,690.23	227,054.13
175	8/1/2014	944.71	1,000.00	1,702.91	-702.91	227,757.04
176	9/1/2014	944.71	0.00	1,708.18	-1,708.18	229,465.22

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177	10/1/2014	944.71	0.00	1,720.99	-1,720.99	231,186.21
178	11/1/2014	944.71	0.00	1,733.90	-1,733.90	232,920.11
179	12/1/2014	944.71	1,000.00	1,746.90	-746.90	233,667.01
180	1/1/2015	944.71	0.00	1,752.50	-1,752.50	235,419.51
181	2/1/2015	944.71	0.00	1,765.65	-1,765.65	237,185.16
182	3/1/2015	944.71	1,000.00	1,778.89	-778.89	237,964.05
183	4/1/2015	944.71	0.00	1,784.73	-1,784.73	239,748.78
184	5/1/2015	944.71	5,000.00	1,798.12	3,201.88	236,546.90
185	6/1/2015	944.71	0.00	1,774.10	-1,774.10	238,321.00
186	7/1/2015	944.71	0.00	1,787.41	-1,787.41	240,108.41
187	8/1/2015	944.71	0.00	1,800.81	-1,800.81	241,909.22
188	9/1/2015	944.71	0.00	1,814.32	-1,814.32	243,723.54
189	10/1/2015	944.71	0.00	1,827.93	-1,827.93	245,551.47
190	11/1/2015	944.71	0.00	1,841.64	-1,841.64	247,393.11
191	12/1/2015	944.71	0.00	1,855.45	-1,855.45	249,248.56
192	1/1/2016	944.71	0.00	1,869.36	-1,869.36	251,117.92
193	2/1/2016	944.71	0.00	1,883.38	-1,883.38	253,001.30
194	3/1/2016	944.71	0.00	1,897.51	-1,897.51	254,898.81
195	4/1/2016	944.71	0.00	1,911.74	-1,911.74	256,810.55
196	5/1/2016	944.71	0.00	1,926.08	-1,926.08	258,736.63
197	6/1/2016	944.71	0.00	1,940.52	-1,940.52	260,677.15 ✓
198	7/1/2016	944.71	0.00	1,955.08	-1,955.08	262,632.23 ✓
199	8/1/2016	944.71	0.00	1,969.74	-1,969.74	264,601.97
200	9/1/2016	944.71	0.00	1,984.51	-1,984.51	266,586.48
201	10/1/2016	944.71	0.00	1,999.40	-1,999.40	268,585.88
202	11/1/2016	944.71	0.00	2,014.39	-2,014.39	270,600.27
203	12/1/2016	944.71	0.00	2,029.50	-2,029.50	272,629.77
204	1/1/2017	944.71	0.00	2,044.72	-2,044.72	274,674.49
205	2/1/2017	944.71	0.00	2,060.06	-2,060.06	276,734.55
206	3/1/2017	944.71	0.00	2,075.51	-2,075.51	278,810.06
207	4/1/2017	944.71	0.00	2,091.08	-2,091.08	280,901.14
208	5/1/2017	944.71	0.00	2,106.76	-2,106.76	283,007.90
209	6/1/2017	944.71	0.00	2,122.56	-2,122.56	285,130.46
210	7/1/2017	944.71	0.00	2,138.48	-2,138.48	287,268.94
211	8/1/2017	944.71	0.00	2,154.52	-2,154.52	289,423.46
212	9/1/2017	944.71	0.00	2,170.68	-2,170.68	291,594.14
213	10/1/2017	944.71	0.00	2,186.96	-2,186.96	293,781.10
214	11/1/2017	944.71	0.00	2,203.36	-2,203.36	295,984.46
215	12/1/2017	944.71	0.00	2,219.88	-2,219.88	298,204.34
216	1/1/2018	944.71	0.00	2,236.53	-2,236.53	300,440.87
217	2/1/2018	944.71	0.00	2,253.31	-2,253.31	302,694.18
218	3/1/2018	944.71	0.00	2,270.21	-2,270.21	304,964.39
219	4/1/2018	944.71	0.00	2,287.23	-2,287.23	307,251.62
220	5/1/2018	944.71	0.00	2,304.39	-2,304.39	309,556.01
221	6/1/2018	944.71	0.00	2,321.67	-2,321.67	311,877.68
222	7/1/2018	944.71	0.00	2,339.08	-2,339.08	314,216.76
223	8/1/2018	944.71	0.00	2,356.63	-2,356.63	316,573.39
224	9/1/2018	944.71	0.00	2,374.30	-2,374.30	318,947.69
225	10/1/2018	944.71	0.00	2,392.11	-2,392.11	321,339.80

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226	11/1/2018	944.71	0.00	2,410.05	-2,410.05	323,749.85
227	12/1/2018	944.71	0.00	2,428.12	-2,428.12	326,177.97
228	1/1/2019	944.71	0.00	2,446.33	-2,446.33	328,624.30
229	2/1/2019	944.71	0.00	2,464.68	-2,464.68	331,088.98
230	3/1/2019	944.71	0.00	2,483.17	-2,483.17	333,572.15
231	4/1/2019	944.71	0.00	2,501.79	-2,501.79	336,073.94
232	5/1/2019	944.71	0.00	2,520.55	-2,520.55	338,594.49
233	6/1/2019	944.71	0.00	2,539.46	-2,539.46	341,133.95
234	7/1/2019	944.71	0.00	2,558.50	-2,558.50	343,692.45
235	8/1/2019	944.71	0.00	2,577.69	-2,577.69	346,270.14
236	9/1/2019	944.71	0.00	2,597.03	-2,597.03	348,867.17
237	10/1/2019	944.71	0.00	2,616.50	-2,616.50	351,483.67
238	11/1/2019	944.71	0.00	2,636.13	-2,636.13	354,119.80
239	12/1/2019	944.71	0.00	2,655.90	-2,655.90	356,775.70
240	1/1/2020	359,451.52	70,956.66	2,675.82	68,280.84	288,494.86



Levy payments

Veronica Drafts <vdrafts@optimum.net>

To: Tarance Drafts <tfdrafts6@gmail.com>, Valerie Drafts <vdrafts@verizon.net>

Mon, Mar 7, 2016 at 3:35 PM

Levy payments

2014

March \$1000.00

May \$5000.00

August \$1000.00

December \$1000.00

Payments 2015

March \$1000.00

May \$5000.00

July \$2500.00

August \$1000.00

September \$1000.00

October \$1000.

November \$1400

December \$1400

Payments 2016

2011 Nov

2004 paid property taxes \$6,479.73

re \$100,00. with additional loans of \$20,000. and

s for the \$100,00 \$944.71 and \$250 for principal and
94.71

it was for 5 years without interest with a payment of \$134.96.
2000.

ment was 2003 in arrears of \$10,000.

paid his property taxes of \$6,479.73

Levy paid \$5000 for taxes

2010:

Jan 29, - \$1200 - Feb 18, \$1200 - Mar 12, \$500. - Mar 22, \$500 - Mar 23, \$500 - Mar
24, \$500

Apr 21, \$1200 - Jun 3, \$1200.

TOTAL FOR 2010 \$6,800.00 .

2011:

Apr 6, \$1200 - Apr 15, \$500 - Jun 3, \$500 - Aug 8, \$500 - Sept 20, \$1000 - Oct 27,
\$2000.

TOTAL FOR 2011 \$5,700.00 .

2009 Property Taxes was paid by Mrs. Drafts. She allowed me to reimburse her
with three payments at
\$2,365.00 each. The payment was paid on Nov 12, 2010 - Nov 26, 2010 and Jan 31,
2011

TOTAL \$7,095.00.

May 2012 \$1,000.00

Levy payments

2014

March \$1000.00

May \$5000.00

August \$1000.00

December \$1000.00

Payments 2015

March \$1000.00

May \$5000.00

No payments for 2013

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HENRIETTA GILL
ATTORNEY AT LAW
PO Box 2119
LEESVILLE, SC 29070

4472 Pond Branch Road
Leesville, SC 29070

Phone: (803) 532-5493
Facsimile: (803) 532-5066
henriettagill.law@gmail.com

July 12, 2016

Mr. Thomas B. Levy, Esq.
P. O. Box 2845
Columbia, SC 29202-2845

Re: Drafts notes and mortgages

Dear Mr. Levy:

Thank you for your letter dated June, 22, 2016. I can certainly understand your concerns. Now, Tarance F. Drafts passed away on August 2, 2004. His estate was probated in the State of New York, and exemplified copies were filed in the Probate Court for Lexington County in Estate File # 2005-ES-32-00239. Mr. Drafts left his entire estate to his wife, Willie Mae Drafts.

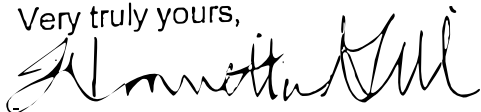
Mrs. Drafts has given powers of attorney to her two daughters, Veronica Drafts and Valerie Drafts, and has named Tarance Drafts as an alternate. It is further my understanding that an additional power of attorney may have been executed adding Tarance as an additional Attorney in Fact. Copies of what I have at this time are attached hereto.

I have been in contact with Veronica Drafts and they wish to pursue this matter on behalf of Mrs. Willie Mae Drafts. She also provided me with a few additional payments that Mr. Levy has made.

I believe it would be sufficient for Mrs. Willie Mae to satisfy the mortgage when paid based upon what has been filed. We could reopen the estate and have an assignment to Mrs. Willie Mae if you wish.

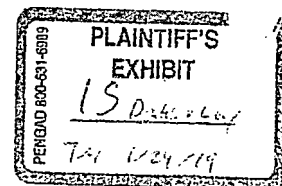
We have been advised by your client that he is serious about getting the matter resolved, so we hope to be hearing from you soon.

Very truly yours,



Henrietta Gill

cc: Tarance F. Drafts, III, Veronica Drafts



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THOMAS B. LEVY
ATTORNEY AT LAW

2400 MAIN STREET • 29201-1948
P.O. BOX 2845 • 29202-2845
COLUMBIA, SOUTH CAROLINA
803/254-0303 • FAX 803/254-6935

June 22, 2016

Ms. Henrietta Gill, Esq.
Post Office Box 2119
Leesville, South Carolina 29070

RE: Drafts notes and mortgages

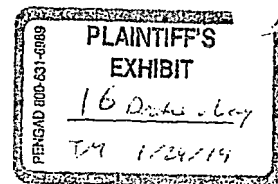
Dear Ms. Gill:

Please be advised that I am responding to your correspondence of June 14, 2016 wherein you are representing Mr. Tarance Drafts in regards notes and mortgages of his late father relative to R. O. Levy.

Please provide the appropriate documentations as it relates to the Estate of the late Mr. Tarance Drafts in regards the person(s) appointed as the Executor, Administrator, or Personal Representative of his estate. Our reasoning for such is that several family members of the late Mr. Draft have called in the past regarding this matter and we are not aware of the appropriate person(s) to talk with. We look forward to hearing from you, I remain.

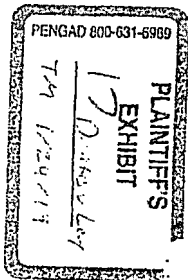
Sincerely,


Thomas B. Levy
cc: R. O. Levy



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		Principal Amount of Note	Amount Due	Late Fees Waived	Total
Tarance Drafts	1	\$105,000.00	\$317,452.00		\$317,452.00
	2	\$15,000.00	\$3,500.00		\$3,500.00
	3	\$15,000.00	\$53,854.88		\$53,854.88
	Total as of Jan 1, 2019				\$374,806.88



Loan Amortization Schedule

Download from Vertex42.com

Drafts - Levy

Inputs

Loan Amount: \$105,000.00
 Annual Interest Rate: 6.00%
 Term (Years): 30
 First Payment Date: 2/1/2000
 Frequency of Payments: Monthly

Summary

Rate (per year): 6.00%
 Payments (per year): 12

Total Payments: \$158,513.32
 Total Interest: \$321,487.85

Payment Schedule

No.	Due Date	Payment Due	Payment	Interest	Principal	Balance
						\$105,000.00
1	2/1/2000	944.71	944.71	787.50	157.21	104,842.79
2	3/1/2000	944.71	944.71	786.32	158.39	104,684.40
3	4/1/2000	944.71	0.00	785.13	-785.13	105,469.53
4	5/1/2000	944.71	944.71	791.02	153.69	105,315.84
5	6/1/2000	944.71	944.71	789.87	154.84	105,161.00
6	7/1/2000	944.71	944.71	788.71	156.00	105,005.00
7	8/1/2000	944.71	944.71	787.54	157.17	104,847.83
8	9/1/2000	944.71	944.71	786.36	158.35	104,689.48
9	10/1/2000	944.71	944.71	785.17	159.54	104,529.94
10	11/1/2000	944.71	944.71	783.97	160.74	104,369.20
11	12/1/2000	944.71	944.71	782.77	161.94	104,207.26
12	1/1/2001	944.71	944.71	781.55	163.16	104,044.10
13	2/1/2001	944.71	944.71	780.33	164.38	103,879.72
14	3/1/2001	944.71	944.71	779.10	165.61	103,714.11
15	4/1/2001	944.71	944.71	777.86	166.85	103,547.26
16	5/1/2001	944.71	944.71	776.60	168.11	103,379.15
17	6/1/2001	944.71	944.71	775.34	169.37	103,209.78
18	7/1/2001	944.71	944.71	774.07	170.64	103,039.14
19	8/1/2001	944.71	944.71	772.79	171.92	102,867.22
20	9/1/2001	944.71	944.71	771.50	173.21	102,694.01
21	10/1/2001	944.71	944.71	770.21	174.50	102,519.51
22	11/1/2001	944.71	944.71	768.90	175.81	102,343.70
23	12/1/2001	944.71	944.71	767.58	177.13	102,166.57
24	1/1/2002	944.71	944.71	766.25	178.46	101,988.11
25	2/1/2002	944.71	944.71	764.91	179.80	101,808.31
26	3/1/2002	944.71	944.71	763.56	181.15	101,627.16
27	4/1/2002	944.71	944.71	762.20	182.51	101,444.65

28	5/1/2002	944.71	944.71	760.83	183.88	101,260.77
29	6/1/2002	944.71	944.71	759.46	185.25	101,075.52
30	7/1/2002	944.71	944.71	758.07	186.64	100,888.88
31	8/1/2002	944.71	944.71	756.67	188.04	100,700.84
32	9/1/2002	944.71	944.71	755.26	189.45	100,511.39
33	10/1/2002	944.71	944.71	753.84	190.87	100,320.52
34	11/1/2002	944.71	944.71	752.40	192.31	100,128.21
35	12/1/2002	944.71	944.71	750.96	193.75	99,934.46
36	1/1/2003	944.71	944.71	749.51	195.20	99,739.26
37	2/1/2003	944.71	944.71	748.04	196.67	99,542.59
38	3/1/2003	944.71	944.71	746.57	198.14	99,344.45
39	4/1/2003	944.71	944.71	745.08	199.63	99,144.82
40	5/1/2003	944.71	944.71	743.59	201.12	98,943.70
41	6/1/2003	944.71	944.71	742.08	202.63	98,741.07
42	7/1/2003	944.71	944.71	740.56	204.15	98,536.92
43	8/1/2003	944.71	944.71	739.03	205.68	98,331.24
44	9/1/2003	944.71	944.71	737.48	207.23	98,124.01
45	10/1/2003	944.71	944.71	735.93	208.78	97,915.23
46	11/1/2003	944.71	944.71	734.36	210.35	97,704.88
47	12/1/2003	944.71	944.71	732.79	211.92	97,492.96
48	1/1/2004	944.71	0.00	731.20	-731.20	98,224.16
49	2/1/2004	944.71	0.00	736.68	-736.68	98,960.84
50	3/1/2004	944.71	0.00	742.21	-742.21	99,703.05
51	4/1/2004	944.71	0.00	747.77	-747.77	100,450.82
52	5/1/2004	944.71	0.00	753.38	-753.38	101,204.20
53	6/1/2004	944.71	0.00	759.03	-759.03	101,963.23
54	7/1/2004	944.71	0.00	764.72	-764.72	102,727.95
55	8/1/2004	944.71	0.00	770.46	-770.46	103,498.41
56	9/1/2004	944.71	0.00	776.24	-776.24	104,274.65
57	10/1/2004	944.71	0.00	782.06	-782.06	105,056.71
58	11/1/2004	944.71	0.00	787.93	-787.93	105,844.64
59	12/1/2004	944.71	0.00	793.83	-793.83	106,638.47
60	1/1/2005	944.71	0.00	799.79	-799.79	107,438.26
61	2/1/2005	944.71	0.00	805.79	-805.79	108,244.05
62	3/1/2005	944.71	0.00	811.83	-811.83	109,055.88
63	4/1/2005	944.71	0.00	817.92	-817.92	109,873.80
64	5/1/2005	944.71	0.00	824.05	-824.05	110,697.85
65	6/1/2005	944.71	0.00	830.23	-830.23	111,528.08
66	7/1/2005	944.71	0.00	836.46	-836.46	112,364.54
67	8/1/2005	944.71	0.00	842.73	-842.73	113,207.27
68	9/1/2005	944.71	0.00	849.05	-849.05	114,056.32
69	10/1/2005	944.71	0.00	855.42	-855.42	114,911.74
70	11/1/2005	944.71	0.00	861.84	-861.84	115,773.58
71	12/1/2005	944.71	0.00	868.30	-868.30	116,641.88
72	1/1/2006	944.71	0.00	874.81	-874.81	117,516.69
73	2/1/2006	944.71	0.00	881.38	-881.38	118,398.07
74	3/1/2006	944.71	0.00	887.99	-887.99	119,286.06
75	4/1/2006	944.71	0.00	894.65	-894.65	120,180.71
76	5/1/2006	944.71	0.00	901.36	-901.36	121,082.07

77	6/1/2006	944.71	0.00	908.12	-908.12	121,990.19
78	7/1/2006	944.71	0.00	914.93	-914.93	122,905.12
79	8/1/2006	944.71	0.00	921.79	-921.79	123,826.91
80	9/1/2006	944.71	0.00	928.70	-928.70	124,755.61
81	10/1/2006	944.71	0.00	935.67	-935.67	125,691.28
82	11/1/2006	944.71	0.00	942.68	-942.68	126,633.96
83	12/1/2006	944.71	0.00	949.75	-949.75	127,583.71
84	1/1/2007	944.71	0.00	956.88	-956.88	128,540.59
85	2/1/2007	944.71	0.00	964.05	-964.05	129,504.64
86	3/1/2007	944.71	0.00	971.28	-971.28	130,475.92
87	4/1/2007	944.71	0.00	978.57	-978.57	131,454.49
88	5/1/2007	944.71	0.00	985.91	-985.91	132,440.40
89	6/1/2007	944.71	0.00	993.30	-993.30	133,433.70
90	7/1/2007	944.71	0.00	1,000.75	-1,000.75	134,434.45
91	8/1/2007	944.71	0.00	1,008.26	-1,008.26	135,442.71
92	9/1/2007	944.71	0.00	1,015.82	-1,015.82	136,458.53
93	10/1/2007	944.71	0.00	1,023.44	-1,023.44	137,481.97
94	11/1/2007	944.71	0.00	1,031.11	-1,031.11	138,513.08
95	12/1/2007	944.71	0.00	1,038.85	-1,038.85	139,551.93
96	1/1/2008	944.71	0.00	1,046.64	-1,046.64	140,598.57
97	2/1/2008	944.71	0.00	1,054.49	-1,054.49	141,653.06
98	3/1/2008	944.71	0.00	1,062.40	-1,062.40	142,715.46
99	4/1/2008	944.71	0.00	1,070.37	-1,070.37	143,785.83
100	5/1/2008	944.71	0.00	1,078.39	-1,078.39	144,864.22
101	6/1/2008	944.71	0.00	1,086.48	-1,086.48	145,950.70
102	7/1/2008	944.71	0.00	1,094.63	-1,094.63	147,045.33
103	8/1/2008	944.71	0.00	1,102.84	-1,102.84	148,148.17
104	9/1/2008	944.71	0.00	1,111.11	-1,111.11	149,259.28
105	10/1/2008	944.71	0.00	1,119.44	-1,119.44	150,378.72
106	11/1/2008	944.71	0.00	1,127.84	-1,127.84	151,506.56
107	12/1/2008	944.71	0.00	1,136.30	-1,136.30	152,642.86
108	1/1/2009	944.71	0.00	1,144.82	-1,144.82	153,787.68
109	2/1/2009	944.71	0.00	1,153.41	-1,153.41	154,941.09
110	3/1/2009	944.71	0.00	1,162.06	-1,162.06	156,103.15
111	4/1/2009	944.71	0.00	1,170.77	-1,170.77	157,273.92
112	5/1/2009	944.71	0.00	1,179.55	-1,179.55	158,453.47
113	6/1/2009	944.71	0.00	1,188.40	-1,188.40	159,641.87
114	7/1/2009	944.71	0.00	1,197.31	-1,197.31	160,839.18
115	8/1/2009	944.71	0.00	1,206.29	-1,206.29	162,045.47
116	9/1/2009	944.71	0.00	1,215.34	-1,215.34	163,260.81
117	10/1/2009	944.71	0.00	1,224.46	-1,224.46	164,485.27
118	11/1/2009	944.71	0.00	1,233.64	-1,233.64	165,718.91
119	12/1/2009	944.71	0.00	1,242.89	-1,242.89	166,961.80
120	1/1/2010	944.71	1,200.00	1,252.21	-52.21	167,014.01
121	2/1/2010	944.71	1,200.00	1,252.61	-52.61	167,066.62
122	3/1/2010	944.71	2,000.00	1,253.00	747.00	166,319.62
123	4/1/2010	944.71	1,200.00	1,247.40	-47.40	166,367.02
124	5/1/2010	944.71	0.00	1,247.75	-1,247.75	167,614.77
125	6/1/2010	944.71	1,200.00	1,257.11	-57.11	167,671.88

126	7/1/2010	944.71	0.00	1,257.54	-1,257.54	168,929.42
127	8/1/2010	944.71	0.00	1,266.97	-1,266.97	170,196.39
128	9/1/2010	944.71	0.00	1,276.47	-1,276.47	171,472.86
129	10/1/2010	944.71	0.00	1,286.05	-1,286.05	172,758.91
130	11/1/2010	944.71	0.00	1,295.69	-1,295.69	174,054.60
131	12/1/2010	944.71	0.00	1,305.41	-1,305.41	175,360.01
132	1/1/2011	944.71	0.00	1,315.20	-1,315.20	176,675.21
133	2/1/2011	944.71	0.00	1,325.06	-1,325.06	178,000.27
134	3/1/2011	944.71	0.00	1,335.00	-1,335.00	179,335.27
135	4/1/2011	944.71	1,700.00	1,345.01	354.99	178,980.28
136	5/1/2011	944.71	0.00	1,342.35	-1,342.35	180,322.63
137	6/1/2011	944.71	500.00	1,352.42	-852.42	181,175.05
138	7/1/2011	944.71	0.00	1,358.81	-1,358.81	182,533.86
139	8/1/2011	944.71	500.00	1,369.00	-869.00	183,402.86
140	9/1/2011	944.71	1,000.00	1,375.52	-375.52	183,778.38
141	10/1/2011	944.71	2,000.00	1,378.34	621.66	183,156.72
142	11/1/2011	944.71	0.00	1,373.68	-1,373.68	184,530.40
143	12/1/2011	944.71	0.00	1,383.98	-1,383.98	185,914.38
144	1/1/2012	944.71	0.00	1,394.36	-1,394.36	187,308.74
145	2/1/2012	944.71	0.00	1,404.82	-1,404.82	188,713.56
146	3/1/2012	944.71	0.00	1,415.35	-1,415.35	190,128.91
147	4/1/2012	944.71	0.00	1,425.97	-1,425.97	191,554.88
148	5/1/2012	944.71	1,000.00	1,436.66	-436.66	191,991.54
149	6/1/2012	944.71	0.00	1,439.94	-1,439.94	193,431.48
150	7/1/2012	944.71	0.00	1,450.74	-1,450.74	194,882.22
151	8/1/2012	944.71	0.00	1,461.62	-1,461.62	196,343.84
152	9/1/2012	944.71	0.00	1,472.58	-1,472.58	197,816.42
153	10/1/2012	944.71	0.00	1,483.62	-1,483.62	199,300.04
154	11/1/2012	944.71	0.00	1,494.75	-1,494.75	200,794.79
155	12/1/2012	944.71	0.00	1,505.96	-1,505.96	202,300.75
156	1/1/2013	944.71	0.00	1,517.26	-1,517.26	203,818.01
157	2/1/2013	944.71	0.00	1,528.64	-1,528.64	205,346.65
158	3/1/2013	944.71	0.00	1,540.10	-1,540.10	206,886.75
159	4/1/2013	944.71	0.00	1,551.65	-1,551.65	208,438.40
160	5/1/2013	944.71	0.00	1,563.29	-1,563.29	210,001.69
161	6/1/2013	944.71	0.00	1,575.01	-1,575.01	211,576.70
162	7/1/2013	944.71	0.00	1,586.83	-1,586.83	213,163.53
163	8/1/2013	944.71	0.00	1,598.73	-1,598.73	214,762.26
164	9/1/2013	944.71	0.00	1,610.72	-1,610.72	216,372.98
165	10/1/2013	944.71	0.00	1,622.80	-1,622.80	217,995.78
166	11/1/2013	944.71	0.00	1,634.97	-1,634.97	219,630.75
167	12/1/2013	944.71	0.00	1,647.23	-1,647.23	221,277.98
168	1/1/2014	944.71	0.00	1,659.58	-1,659.58	222,937.56
169	2/1/2014	944.71	0.00	1,672.03	-1,672.03	224,609.59
170	3/1/2014	944.71	1,000.00	1,684.57	-684.57	225,294.16
171	4/1/2014	944.71	0.00	1,689.71	-1,689.71	226,983.87
172	5/1/2014	944.71	5,000.00	1,702.38	3,297.62	223,686.25
173	6/1/2014	944.71	0.00	1,677.65	-1,677.65	225,363.90
174	7/1/2014	944.71	0.00	1,690.23	-1,690.23	227,054.13

175	8/1/2014	944.71	1,000.00	1,702.91	-702.91	227,757.04
176	9/1/2014	944.71	0.00	1,708.18	-1,708.18	229,465.22
177	10/1/2014	944.71	0.00	1,720.99	-1,720.99	231,186.21
178	11/1/2014	944.71	0.00	1,733.90	-1,733.90	232,920.11
179	12/1/2014	944.71	1,000.00	1,746.90	-746.90	233,667.01
180	1/1/2015	944.71	0.00	1,752.50	-1,752.50	235,419.51
181	2/1/2015	944.71	0.00	1,765.65	-1,765.65	237,185.16
182	3/1/2015	944.71	1,000.00	1,778.89	-778.89	237,964.05
183	4/1/2015	944.71	0.00	1,784.73	-1,784.73	239,748.78
184	5/1/2015	944.71	5,000.00	1,798.12	3,201.88	236,546.90
185	6/1/2015	944.71	0.00	1,774.10	-1,774.10	238,321.00
186	7/1/2015	944.71	2,500.00	1,787.41	712.59	237,608.41
187	8/1/2015	944.71	1,000.00	1,782.06	-782.06	238,390.47
188	9/1/2015	944.71	1,000.00	1,787.93	-787.93	239,178.40
189	10/1/2015	944.71	1,000.00	1,793.84	-793.84	239,972.24
190	11/1/2015	944.71	1,400.00	1,799.79	-399.79	240,372.03
191	12/1/2015	944.71	1,400.00	1,802.79	-402.79	240,774.82
192	1/1/2016	944.71	0.00	1,805.81	-1,805.81	242,580.63
193	2/1/2016	944.71	0.00	1,819.35	-1,819.35	244,399.98
194	3/1/2016	944.71	0.00	1,833.00	-1,833.00	246,232.98
195	4/1/2016	944.71	0.00	1,846.75	-1,846.75	248,079.73
196	5/1/2016	944.71	0.00	1,860.60	-1,860.60	249,940.33
197	6/1/2016	944.71	0.00	1,874.55	-1,874.55	251,814.88
198	7/1/2016	944.71	0.00	1,888.61	-1,888.61	253,703.49
199	8/1/2016	944.71	0.00	1,902.78	-1,902.78	255,606.27
200	9/1/2016	944.71	0.00	1,917.05	-1,917.05	257,523.32
201	10/1/2016	944.71	0.00	1,931.42	-1,931.42	259,454.74
202	11/1/2016	944.71	0.00	1,945.91	-1,945.91	261,400.65
203	12/1/2016	944.71	0.00	1,960.50	-1,960.50	263,361.15
204	1/1/2017	944.71	0.00	1,975.21	-1,975.21	265,336.36
205	2/1/2017	944.71	0.00	1,990.02	-1,990.02	267,326.38
206	3/1/2017	944.71	0.00	2,004.95	-2,004.95	269,331.33
207	4/1/2017	944.71	0.00	2,019.98	-2,019.98	271,351.31
208	5/1/2017	944.71	0.00	2,035.13	-2,035.13	273,386.44
209	6/1/2017	944.71	0.00	2,050.40	-2,050.40	275,436.84
210	7/1/2017	944.71	0.00	2,065.78	-2,065.78	277,502.62
211	8/1/2017	944.71	0.00	2,081.27	-2,081.27	279,583.89
212	9/1/2017	944.71	0.00	2,096.88	-2,096.88	281,680.77
213	10/1/2017	944.71	0.00	2,112.61	-2,112.61	283,793.38
214	11/1/2017	944.71	0.00	2,128.45	-2,128.45	285,921.83
215	12/1/2017	944.71	0.00	2,144.41	-2,144.41	288,066.24
216	1/1/2018	944.71	0.00	2,160.50	-2,160.50	290,226.74
217	2/1/2018	944.71	0.00	2,176.70	-2,176.70	292,403.44
218	3/1/2018	944.71	0.00	2,193.03	-2,193.03	294,596.47
219	4/1/2018	944.71	0.00	2,209.47	-2,209.47	296,805.94
220	5/1/2018	944.71	0.00	2,226.04	-2,226.04	299,031.98
221	6/1/2018	944.71	0.00	2,242.74	-2,242.74	301,274.72
222	7/1/2018	944.71	0.00	2,259.56	-2,259.56	303,534.28
223	8/1/2018	944.71	0.00	2,276.51	-2,276.51	305,810.79

224	9/1/2018	944.71	0.00	2,293.58	-2,293.58	308,104.37
225	10/1/2018	944.71	0.00	2,310.78	-2,310.78	310,415.15
226	11/1/2018	944.71	0.00	2,328.11	-2,328.11	312,743.26
227	12/1/2018	944.71	0.00	2,345.57	-2,345.57	315,088.83
228	1/1/2019	944.71	0.00	2,363.17	-2,363.17	317,452.00
229	2/1/2019	944.71	0.00	2,380.89	-2,380.89	319,832.89
230	3/1/2019	944.71	0.00	2,398.75	-2,398.75	322,231.64
231	4/1/2019	944.71	0.00	2,416.74	-2,416.74	324,648.38
232	5/1/2019	944.71	0.00	2,434.86	-2,434.86	327,083.24
233	6/1/2019	944.71	0.00	2,453.12	-2,453.12	329,536.36
234	7/1/2019	944.71	0.00	2,471.52	-2,471.52	332,007.88
235	8/1/2019	944.71	0.00	2,490.06	-2,490.06	334,497.94
236	9/1/2019	944.71	0.00	2,508.73	-2,508.73	337,006.67
237	10/1/2019	944.71	0.00	2,527.55	-2,527.55	339,534.22
238	11/1/2019	944.71	0.00	2,546.51	-2,546.51	342,080.73
239	12/1/2019	944.71	0.00	2,565.61	-2,565.61	344,646.34
240	1/1/2020	347,231.19	79,256.66	2,584.85	76,671.81	267,974.53

Subject: Fwd: Mortgage Payment
From: Tarance Drafts (tfdrafts@gmail.com)
To: lawyerherndon@yahoo.com; gatodd@wchlaw.com;
Date: Friday, November 2, 2018 11:58 AM

Mr. Herndon,

Please see attached correspondence between me and Mr. Levy regarding his delinquent mortgage payments.

Thanks
Tarance Drafts

----- Forwarded message -----

From: Tarance Drafts <tfdrafts@gmail.com>
Date: Tue, Aug 12, 2014, 23:00
Subject: Re: Mortgage Payment
To: Reuben Levy <rolevy@bellsouth.net>

Mr. Levy,

I wish you all success and God's blessings. As you are aware your difficulties impact on our family as well.

I encourage you to continue exploring other markets and stepping out of your comfort zone to embrace other communities which are emerging in your area.

Take care

Tarance Drafts III

On Mon, Aug 11, 2014 at 2:18 PM, Reuben Levy <rolevy@bellsouth.net> wrote:

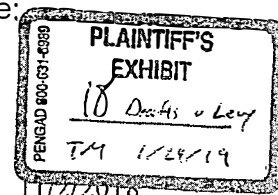
Mr. Drafts,

Payment was made this morning into account. Thank you for your patient and working with me during this time. I am very hopeful and trustful that our day will come within this market, in that we have put the time and effort in the development. Again, thank you, and I pray God will continue to Bless the Drafts Family.

R O Levy

On Tuesday, July 22, 2014 12:48 PM, Reuben Levy <rolevy@bellsouth.net> wrote:

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Dear Mr. Drafts,

Please allow me to make a payment into the account by August 1, 2014. The past 2 months have been very slow. Thank you for your patience. Received your first e-mail last week, I was trying to work it out whereas I could make a payment this week, but to no avail. May God Bless you and your family.

R O Levy

On Monday, July 21, 2014 9:37 PM, Tarance Drafts <tfdrafts@gmail.com> wrote:

Mr. Levy,

You are many months past due on your mortgage payment is due immediately!!

Tarance Drafts

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Gloria Todd

From: Tarance Drafts <tfdrafts@gmail.com>
Sent: Friday, November 02, 2018 12:06 PM
To: lawyerherndon@yahoo.com; gatodd@wchlaw.com
Subject: Fwd: Status of Payments

----- Forwarded message -----

From: Tarance Drafts <tfdrafts@gmail.com>
Date: Thu, May 15, 2014, 07:05
Subject: Re: Status of Payments
To: R O Levy <rolevv@bellsouth.net>, Veronica Drafts <vdrafts@optimum.net>, Valerie Drafts <vdrafts@verizon.net>, Draree <draree@optimum.net>

Thank you!

On Tue, May 13, 2014 at 9:42 PM, R O Levy <rolevv@bellsouth.net> wrote:

Sent from my iPad

Begin forwarded message:

From: R O Levy <rolevv@bellsouth.net>
Date: May 13, 2014 9:39:38 PM EDT
To: R O Levy <rolevv@bellsouth.net>
Subject: Re: Status of Payments

Mr. Drafts,

Deposit of \$5,000.00 made today into account. Thank you for your patience during this trying time in waiting for probate to make the payment. Trustful that future payments will be timely and substantial.

Thank you very much,

R O Levy

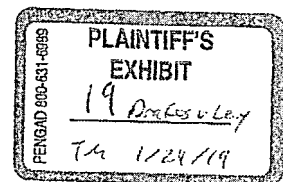
Sent from my iPad

On Mar 17, 2014, at 4:57 PM, R O Levy <rolevv@bellsouth.net> wrote:

Mr.Drafts,

Deposit made today into account. Trust to receive the probate funds soon

As per attorney.... Thank you



Sent from my iPad

On Mar 15, 2014, at 10:32 AM, Tarance Drafts <tfdrafts@gmail.com> wrote:

Mr. Levy,

Please deposit the money as soon as possible.

However I must advise you that the situation with this property has become untenable.

You are currently years behind in the payment of your mortgage. My family can no longer continue to support this situation.

Perhaps you should look into some other options.

We will be getting back to you in the near future to let you know how we will proceed.

Thank you.

On Fri, Mar 14, 2014 at 1:24 PM, Reuben Levy

<rolevv@bellsouth.net> wrote:

Mr. Drafts

I have not received the funds from probate as of this date, however been told any day now. Please allow me to deposit one thousand (\$1000.00) into the account on Monday. I will be paying the taxes also. As of today, I have had only two funerals this year. Thank you for working with me.

R O Levy

From: Tarance Drafts <tfdrafts@gmail.com>

To: rolevv@bellsouth.net

Cc: Valerie Drafts <vdrafts@verizon.net>; Veronica Drafts <vdrafts@optimum.net>

Sent: Thursday, March 13, 2014 10:08 PM

Subject: Status of Payments

Mr. Levy,

What is the status of your mortgage and tax payments ?

You are seriously delinquent.

Please contact me immediately.

Tarance Drafts

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Mr. Levy,

What is the status of your mortgage and tax payments ?

You are seriously delinquent.

Please contact me immediately.

Tarance Drafts

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Levy 2.txt

From: vdrafts@verizon.net
Subject: Fwd: Fwd: Status of Payments
Date: June 15, 2015 at 11:32:06 AM EDT
To: vdrafts@optimum.net

Valerie Drafts

----- Original Message -----
From: Tarance Drafts
Date: Nov 1, 2011 12:23:01 PM
Subject: Fwd: Status of Payments
To: vdrafts@verizon.net

Hi Valerie,

Please make a copy of this email from RO Levy and give it to Veronica and Mom for their records and disposition. B

As you can see he is asking for help with the tax payments.

I will calculate and respond to him with how much he has owed since 2010 and email you and him both.

Take care

Begin forwarded message:

From: Reuben Levy <rolevy@bellsouth.net>
Date: October 31, 2011 1:10:43 PM EDT
To: Tarance Drafts <tdrafts@iburst.co.za>
Subject: Re: Status of Payments

Mr. Drafts,

The enclosed represents the mortgage payments made by me for during 2010 and up to this date for 2011. B Also payments (reimbursements) for property taxes 2009.

2010:

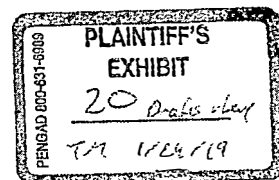
Jan 29, - \$1200 - Feb 18, \$1200 - Mar 12, \$500. - Mar 22, \$500 - Mar 23, \$500 - Mar 24, \$500
Apr 21, \$1200 - Jun 3, \$1200.
TOTAL FOR 2010 \$6,800.00 .

2011:

Apr 6, \$1200 - Apr 15, \$500 - Jun 3, \$500 - Aug 8, \$500 - Sept 20, \$1000 - Oct 27, \$2000.
TOTAL FOR 2011 \$5,700.00 .

2009 Property Taxes was paid by Mrs. Drafts. B She allowed me to reimburse her with three payments at

Page 1



Levy 2.txt

\$2,365.00 each. B The payment was paid on Nov 12, 2010 - Nov 26, 2010 and Jan 31, 2011
TOTAL \$7,095.00.

I received the current tax bill and respectfully request if the same arrangements can be made on the payment (reimbursement) . B I can submit three checks and ask that you hold them until the funds are available.

I sincerely thank you and the Drafts family for working with me, and I'm praying God's Blessings upon your family.

R. O. Levy

From: Tarance Drafts <tdrafts@iburst.co.za>
To: rolevy@bellsouth.net
Cc: vdrafts@verizon.net; draree@earthlink.net
Sent: Wed, October 26, 2011 12:39:55 PM
Subject: Status of Payments

Mr. Levy,

I am writing you this letter because you are delinquent in paying your mortgage obligations. Please provide an overview of your arrears and recent payments to me by COB October 31 2011. B

Your tax liability, and late charges have been accruing for a number of years.

I await your response.

Sincerely,

Tarance F Drafts III

Levy 1.txt

From: vdrafts@verizon.net
Subject: Fwd: Fwd: Status
Date: June 15, 2015 at 11:34:35 AM EDT
To: vdrafts@optimum.net

Valerie Drafts

----- Original Message -----

From: Tarance Drafts
Date: May 3, 2012 3:36:08 PM
Subject: Fwd: Status
To: vdrafts@verizon.net, veronica.drafts@earthlink.net

Levy paid for this month. YeAAAAh. Please let me know if you got this message.

Thanks

Begin forwarded message:

From: Reuben Levy <rolevy@bellsouth.net>
Date: May 3, 2012 8:29:05 AM GMT+02:00
To: Tarance Drafts <tdrafts@iburst.co.za>
Subject: Re: Status

Dear Mr. Drafts'

We made a \$1,000.00 payment towards the mortgage that was sent to the bank account at Wells Fargo on May 1, 2012. B We are expecting a payment on a funeral within the next 10 to 14 days, at which time we will make another payment. Thank you for your patience in this matter.

R. O. Levy

From: Tarance Drafts <tdrafts@iburst.co.za>
To: Reuben Levy <rolevy@bellsouth.net>
Cc: vdrafts@verizon.net; veronica.drafts@earthlink.net
Sent: wed, May 2, 2012 2:12:37 AM
Subject: Re: Status

Dear Mr. Levy,

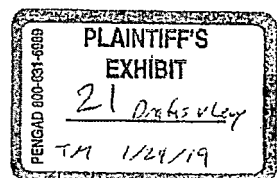
Please provide me a report of the status of your mortgage payment for May.

Thank you

On Apr 5, 2012, at 9:13 PM, Reuben Levy wrote:

Dear Mr. Drafts:

Page 1



Levy 1.txt

As of this date, I have made inquiries with two of the major funeral service holding companies that buy funeral homes. I am waiting reply from them pertaining to reviewing our request.

We have made a \$1,000.00 payment toward the mortgage that was sent to the bank account at B Wells Fargo on March 27, 2012.

I am hopeful that a turn around is in the near future, and again thank you for working with me in this matter.

R. O. Levy

From: Tarance Drafts <tdrafts@iburst.co.za>
To: Reuben Levy <rolevy@bellsouth.net>
Sent: Thu, April 5, 2012 3:27:06 AM
Subject: Status

Dear Mr. Levy,

Please provide a status report of your mortgage and business negotiations as discussed with my mother and sisters in February 2012. It has been over two months without further communication.

Thank you

) IN THE COURT OF COMMON PLEAS
) Civil Action No. 2016-CP-32-04163
)

))

)

)

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)

)
)
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5. REQUEST #5

Admit that the terms and conditions of the Note and Mortgage would have been breached giving rise to an action in foreclosure for fourteen plus years with the lien holder taking no action to protect their rights with full knowledge of such breach.

RESPONSE: Deny. Collection attempts were made.

6. REQUEST #6

Admit that the current Assignees have the same rights and are subject to the same claims and defenses as the original lender and the first Assignee.

RESPONSE: Admit to same rights. Deny as to claims and defenses

7. REQUEST #7

Admit that the claims of the original lender, the first Assignee, and the current Assignees are subject to the Doctrine of Laches.

RESPONSE: Deny. The instruments were under seal.

8. REQUEST #8

Admit that Plaintiffs have not maintained an accurate and complete accounting of payments made by Defendant on this loan to ensure proper credit against any balances allegedly owed.

RESPONSE: Deny. All payments are accounted for.

9. REQUEST #9

Admit that a sum certain for the remaining balance of the loan cannot be readily ascertained as a result of the irregularities associated with this transaction.

RESPONSE: Deny. Plaintiffs will provide proof of the loan balance at trial.

10. REQUEST #10

Admit that the transaction that is the genesis of this lawsuit is contractual in nature and subject to the Statute of Limitations for contract matters.

RESPONSE: Deny. The instruments were signed under seal.

11. REQUEST #11

Admit that the Statute of Limitations for alleged breach of contract is three years.

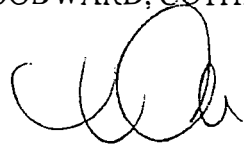
RESPONSE: Deny. The instruments were signed under seal.

RELATED INTERROGATORY

1. If you denied any request to admit listed above, explain why, including in your explanation every fact, document, thing or other item of evidence on which you base your denial.

SEE ABOVE RESPONSES.

WOODWARD, COTHRAN & HERNDON

BY 

Warren R. Herndon, Jr. (S.C. Bar #3086)
Attorney for the Plaintiff
218 E. Main Street, Ste. 2
Lexington, SC 29072
(803) 799-9772
lawyerherndon@yahoo.com

Lexington, South Carolina

July 13, 2018

9/30/2019

Yahoo Mail - Fw: Drafts v RO Levy, et al - Case No. 2016-CP-32-04163 - From Warren Herndon

Fw: Drafts v RO Levy, et al - Case No. 2016-CP-32-04163 - From Warren Herndon

From: warren herndon (lawyerherndon@yahoo.com)

To: tfdrafts@gmail.com

Date: Wednesday, October 17, 2018, 12:56 PM EDT

FYI

Warren R. Herndon, Jr. 245 Mooring Lane Lexington, SC 29072 Home 803-359-2973 218 East Main Street Suite 2 Lexington, SC 29072 Work 803-799-9772 ext 13 Cell 803-413-6712

On Wednesday, October 17, 2018 12:34 PM, "Shealy, Leslie" <LShealy@lex-co.com> wrote:

Good afternoon all!

I have put this Trial on our calendar for Thursday, January 24, 2019 beginning at 10:00am. This will take place in Courtroom 2A of the Judicial Center. Plaintiff is responsible for providing the court reporter. We will not send out a Notice of Hearing, so you will need to mark your calendar accordingly. Mr. Herndon, you may want to send out a NOH to ensure everyone is notified of this Trial.

Thanks!

Leslie

Leslie M. Shealy
Court Assistant III
Lexington County
Master-In-Equity Court
205 E. Main St., Suite 204
Lexington, SC 29072
Phone: (803) 785-8291
Fax: (803) 785-0609
E-mail: lshealy@lex-co.com

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From: Shealy, Leslie

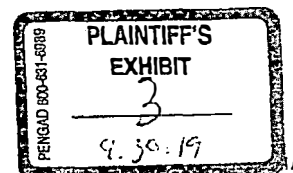
Sent: Monday, October 15, 2018 10:20 AM

To: 'warren herndon' <lawyerherndon@yahoo.com>; Don Rothwell <donrothwell@rothwelllaw.com>; 'Gloria Todd' <gatodd@wchlax.com>

Cc: 'Conits, George (USASC)' <George.Conits@usdoj.gov>; tblevy@thomasblevyllaw.com; 'Tarance Drafts' <tfdrafts@gmail.com>

Subject: RE: Drafts v RO Levy, et al - Case No. 2016-CP-32-04163 - From Warren Herndon

Importance: High



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Thank you Mr. Herndon! I will notate our file that Mr. Rothwell and Mr. Conits will not be attending. Mr. Levy, do you have a preference for the date of this Trial? The dates I have given y'all to choose from are:

1/24 beginning @ 10:00am

1/31 beginning @ 10:00am

Please respond by COB today, otherwise I will just put this on our calendar.

Thanks!

Leslie

Leslie M. Shealy
Court Assistant III
Lexington County
Master-In-Equity Court
205 E. Main St., Suite 204
Lexington, SC 29072
Phone: (803) 785-8291
Fax: (803) 785-0609
E-mail: lshealy@lex-co.com

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From: warren herndon <lawyerherndon@yahoo.com>
Sent: Monday, October 15, 2018 8:15 AM
To: Shealy, Leslie <LShealy@lex-co.com>; Don Rothwell <donrothwell@rothwelllaw.com>; 'Gloria Todd' <gatodd@wchl.com>
Cc: SPENCE, JAMES <JSPENCE@lex-co.com>; 'Conits, George (USASC)' <George.Conits@usdoj.gov>; tblevy@thomasblevy.com; 'Tarance Drafts' <tfdrafts@gmail.com>
Subject: Re: Drafts v RO Levy, et al - Case No. 2016-CP-32-04163 - From Warren Herndon

He represents Batesville Casket Co.

Warren R. Herndon Jr. 245 Mooring Lane Lexington, SC 29072 Home 803-359-2973 218 East Main Street Suite 2 Lexington, SC 29072 Work 803-799-9772 ext 13 Cell 803-413-6712

On Monday, October 15, 2018 8:03 AM, "Shealy, Leslie" <LShealy@lex-co.com> wrote:

Who does Mr. Rothwell represent Bonnie? It is my understanding this is a contested Trial.

Thanks!

Leslie

Leslie M. Shealy
Court Assistant III
Lexington County
Master-In-Equity Court
205 E. Main St., Suite 204

Lexington, SC 29072
Phone: (803) 785-8291
Fax: (803) 785-0609
E-mail: lshealy@lex-co.com

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From: Don Rothwell <donrothwell@rothwelllaw.com>
Sent: Saturday, October 13, 2018 11:13 AM
To: Shealy, Leslie <LShealy@lex-co.com>; 'Gloria Todd' <gatodd@wchlax.com>
Cc: SPENCE, JAMES <JSPENCE@lex-co.com>; lawyerherndon@yahoo.com; 'Conits, George (USASC)' <George.Conits@usdoj.gov>; tblevy@thomasblevyllaw.com; 'Tarance Drafts' <tfdrafts@gmail.com>
Subject: RE: Drafts v RO Levy, et al - Case No. 2016-CP-32-04163 - From Warren Herndon

Dear Leslie:

Mr. Rothwell will not be attending the hearing in this foreclosure.

Thanks.

Bonnie H. Hook, Paralegal
Rothwell Law Firm
17-B Surrey Court, Columbia, S.C. 29212 (street address)
P.O. Box 2789, Irmo, S.C. 29063 (mailing address)
donrothwell@rothwelllaw.com or bonniehook@rothwelllaw.com
telephone # 803-731-2208

From: Shealy, Leslie [<mailto:LShealy@lex-co.com>]
Sent: Friday, October 12, 2018 10:49 AM
To: Gloria Todd
Cc: SPENCE, JAMES; lawyerherndon@yahoo.com; donrothwell@rothwelllaw.com; Conits, George (USASC); tblevy@thomasblevyllaw.com; Tarance Drafts
Subject: FW: Drafts v RO Levy, et al - Case No. 2016-CP-32-04163 - From Warren Herndon

Thank you Gloria and Mr. Herndon. I am waiting on Mr. Rothwell to respond as to his availability for this trial. Mr. Drafts has responded as well that either day will work for him.

Mr. Rothwell and Mr. Levy, please respond and let me know if you have a preference for the date of this trial. The dates we are looking at are either of the following:

1/24/19 beginning @ 10:00am 1/31/19 beginning @ 10:00am

I look forward to receiving a response to this e-mail by next Friday, 10/19/18. I hope everyone has a great weekend!

Thanks!

Leslie

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Leslie M. Shealy
Court Assistant III
Lexington County
Master-In-Equity Court
205 E. Main St., Suite 204
Lexington, SC 29072
Phone: (803) 785-8291
Fax: (803) 785-0609
E-mail: lshealy@lex-co.com

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From: Gloria Todd <gatodd@wchl.com>
Sent: Friday, October 12, 2018 10:03 AM
To: SPENCE, JAMES <JSPENCE@lex-co.com>
Cc: Shealy, Leslie <LShealy@lex-co.com>; tblevy@thomasblevy.com;
donrothwell@rothwelllaw.com; george.conits@usdoj.gov; tfdrafts6@gmail.com; 'Warren R. Herndon' <lawyerherndon@yahoo.com>
Subject: Drafts v RO Levy, et al - Case No. 2016-CP-32-04163 - From Warren Herndon

Judge Spence, see attached note from Warren Herndon regarding trial dates.

Gloria Todd, Legal Assistant
Woodward Cothran & Herndon
218 E. Main Street, Ste. 2
Lexington, SC 29072
Tele: 803-799-9772 – Ext. 10
Fax: 803-799-3256
gatodd@wchl.com

THE STATE OF SOUTH CAROLINA
In the South Carolina Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

The Honorable James O. Spence, Master In Equity

Case No. 2016-CP-32-04163

Valarie Drafts; Veronica Drafts; and
Tarance F. Drafts, III.....Respondents.

Vs.

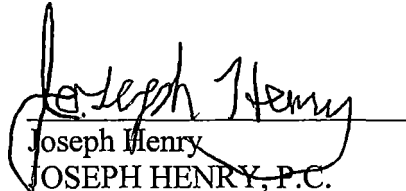
R.O. Levy, South Carolina Department
Of Revenue; The United States of America;
Batesville Casket Company, Defendants.....Defendants.

Of whom R.O. Levy is the Appellant

CERTIFICATION

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

December 10, 2020


JOSEPH HENRY, P.C.
Counsel for Appellants
113 Walters Road
Irmo, S.C. 29063
(803) 407-7347