

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHESTERFIELD COUNTY
Court of Common Pleas

William O. Spencer Jr., Lawyer

Case No.2018-000355

JPMorgan Chase Bank,
National Association

Respondent,

v.

Fritz Allen Timmons

Appellant.

RECORD ON APPEAL

Tasha B. Thompson
Scott & Corley, PA
2712 Middleburg Drive Suite 200
Columbia SC 29204

Fritz A. Timmons, Pro Se
P. O. Box 367
Hartsville, SC 29551

Benjamin Rush Smith, III,
Nicholas Andrew Charles @
Nelson Mullins
P. O. Box 11070
Columbia, SC 29211

Attorneys for Respondent

RECEIVED
FEB 21 2019
SC Court of Appeals

INDEX

Order 5/25/16 Henderson (plaintiff failed to show/ defaulted and waived any claims) ...1

Order of ref 5/22/17 (No Consent given required by law).....2

Order filed September 12, 2017 (see Trans p. L.23)3 - 9

William O. Spencer Jr.'s Order Granting Plaintiff's Motion for Summary Judgment
and Order and Judgment of Foreclosure and Sale filed January 29, 2018 (pretrial
made by Opposing Counsel)10 - 26

Notice of Motion and Motion for Summary Judgment of Dec 28, 2017.....27

Transcript of hearing of Jan 29, 201828 - 47

Pages 1 of Original Note (8.5 x 14.0 in., Legal size)
in Possession of Appellant48 - 49

Page 3 of Original Note (8.5 x 14.0 in., Legal size)
in Possession of Appellant50 - 51

Pages 1 of Note copy (8.5 x 11.0 in., Letter size) used by Respondent52

Pages 3 of Note copy (8.5 x 11.0 in., Letter size) used by Respondent53

Mortgage copy page used by Respondent stamped 00113754

Mortgage copy page used by Respondent stamped 00113855

Mortgage copy page used by Respondent stamped 00115056

Pre-Assignment Foreclosure threat letter (sect. 4) Feb 201557

Assignment April 20, 201558

Returned 'Intervention" check (May 6, 2016) (pre trial of May 24, 2015)59

Refusal notice of May 19, 2016 (pre trial of May 24, 2015)59

May 9, 2015 stop payment plane May 9, 2016 (pre trial of May 24, 2016)60

Certificate of exemption by Debt Collector, May 17, 2017 (year after
the hearing of May 24, 2016)61 - 62

Respondents/Debt Collector Notice of hearing Jan 23, 201763 -64

Certificate of Counsel65

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

JUDGMENT IN A CIVIL CASE

CASE NO: 2015CP1300768

2016 JAN 29 AM 10:47

Jpmorgan Chase Bank, National Association vs. Fritz A Timmons

CHECK ONE:

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):**
 - Rule 12(b), SCRPC;
 - Rule 41(a), SCRPC (Vol. Nonsuit);
 - Rule 43(k), SCRPC (Settled);
 - Other: _____
- ACTION STRICKEN (CHECK REASON):**
 - Rule 40(j) SCRPC;
 - Bankruptcy;
 - Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
 - Other: _____
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 - Affirmed;
 - Reversed;
 - Remanded;
 - Other: _____

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

IT IS ORDERED AND ADJUDGED: See attached order; Statement of Judgment by the Court.

FCI. Continue

Dated at Chesterfield, South Carolina, this 24th day of May, 2016.

Court Reporter: Hattie O. Gordon


PRESIDING JUDGE - Honorable Roger E. Henderson

This judgment was entered on the 24th day of May, 2016, and a copy mailed first class this 25th day of May, 2016, to attorneys of record or to parties (when appearing pro se) as follows:

Andrew Michael Wilson 100 Executive Center
Drive Suite 210 Columbia, SC 29210

Fritz A Timmons 1827 Tabernacle Church Road
Mcbee, SC 29101

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

STATE OF SOUTH CAROLINA

COUNTY OF CHESTERFIELD

JPMorgan Chase Bank, National Association,

PLAINTIFF,

VS.

Fritz A. Timmons,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

CASE NO. 2015-CP-13-00768

MOTION AND ORDER OF REFERENCE

(Mortgage Foreclosure Action)

(150268.00577)

On motion of the undersigned counsel for the Plaintiff and after review of the pleadings in the Office of the Clerk of Court and pursuant to Rules 53 and 71, SCRPC, this matter involves a mortgage foreclosure action which may be mandatorily referred for a Hearing to the Honorable William O. Spencer, Jr., Special Referee for the within identified county with authority to enter a final judgment in the cause. Any appeal therefrom shall be directed to the South Carolina Court of Appeals.

IT IS THEREFORE ORDERED that this action be, and the same hereby is, referred to the Special Referee for the within county to take the testimony arising under the pleadings and to make his/her findings of fact and conclusions of law, with authority to rule on all matters related to this action, including but not limited to, the authority to enter a final judgment in the cause and said Special Referee shall and must specifically retain jurisdiction to hear and shall and must hear on the merits any issues after sale or judgment, including but not limited to issues involving appraisal proceedings under Section 29-3-680, et. seq., and evictions as well as Rule 60 or Rule 61 Motions and/or similar matters including but not limited to the sufficiency of the successful bid as well as the marketability of title and/or matters relating to omitted lienholders or claimants; and with the further authority to sell the subject property at public auction on some convenient sales day hereafter as ordered with any appeal therefrom being directed and mandated to the South Carolina Court of Appeals.

Chesterfield, South Carolina

May 22, 2017

Wanda C. Miles
Deputy Clerk
Clerk of Court/Presiding Judge
Chesterfield County

ISO MOVE:

SCOTT AND CORLEY, P.A.

By: *Tasha B. Thompson*

Ronald C. Scott, SC Bar #4996
Reginald P. Corley, SC Bar #69453
Angelia J. Grant, SC Bar #78334
Jessica S. Corley, SC Bar #80470
Allison E. Heffernan, SC Bar #68530

Matthew E. Rupert, SC Bar #100740
William P. Stork, SC Bar #100242
Louise M. Johnson, SC Bar #16586
Tasha B. Thompson, SC Bar #76415
Jane S. Ruschky, SC Bar #70472

ATTORNEYS FOR PLAINTIFF
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
803-252-3340

Wanda C. Miles
CLERK OF COURT
CHESTERFIELD COUNTY, S.C.

2017 MAY 22 AM 9:26

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF CHESTERFIELD) FOURTH JUDICIAL CIRCUIT

JPMorgan Chase Bank, National) Civil Action No. 2015-CP-13-00768
Association.)

Plaintiff,)

vs.)

Fritz A. Timmons,)

Defendant.)

ORDER

2017 SEP 12 AM 10:29
HONORABLE CLERK OF COURT
CHESTERFIELD COUNTY, S.C.

BEFORE THE COURT is Plaintiff JPMorgan Chase Bank, National Association's ("Plaintiff") Motion to Strike Motion of Default and for Judgment on the Pleadings as to Counterclaim and Motion for Summary Judgment on Standing and Real Party in Interest and Defendant Fritz A. Timmons' ("Defendant") Motion of Default and to Dismiss. A hearing was held on September 6, 2017, at 2:00 p.m., with Sarah B. Nielsen, Esq. appearing for Plaintiff. Defendant, who is representing himself *pro se* in the matter, was provided written notice of the hearing on August 15, 2017, but did not appear for the hearing. After hearing the oral argument of the Plaintiff and considering the written motions, memorandums, and other materials presented at the hearing, the Court hereby rules as follows:

BACKGROUND

1. On November 30, 2015, Plaintiff filed a Complaint for claim and delivery and foreclosure seeking to foreclose on a Mortgage securing a Note in the original principal sum of \$76,000.00, signed by Defendant on or about June 13, 2001. The Mortgage is secured by real property known as 1111 Tabernacle Church Road, Hartsville, SC 29550. Defendant was served with the Summons, Complaint, and Notice of Right to Foreclosure Intervention on December 7,

WOS
#1

2015. The case was thereafter stayed until the filing of the Certification of Compliance and Order of Reference on May 22, 2017.

2. Defendant served a responsive pleading titled "Motion of Default, to Dismiss, to Quiet Title and Counterclaim" on June 13, 2017. The responsive pleading included three affirmative defenses and one counterclaim for alleged violation of the Fair Debt Collection Practices Act ("FDCPA").

3. On July 12, 2017, Plaintiff served a Reply to the responsive pleading served by Defendant and a Motion to Strike "Motion of Default" and for Judgment on the Pleadings as to the Counterclaims ("Motion for Judgment on the Pleadings"). Plaintiff also served a Motion for Summary Judgment on Standing and Real Party in Interest on July 17, 2017 ("Motion for Summary Judgment"). The Motion for Judgment on the Pleadings and the Motion for Summary Judgment are the subject of this Order.

4. Defendant filed a Response to Motion for Summary Judgment on Standing and Real Party in Interest on August 18, 2017, and served a Demand for Jury Trial on August 28, 2017. Plaintiff submitted its response to the Demand for Jury Trial on September 5, 2017.

5. For the reasons outlined herein, the Court finds that Plaintiff's Motion for Judgment on the Pleadings is granted, Plaintiff's Motion for Summary Judgment is granted, and the portion of Defendant's pleading requesting default and dismissal is stricken.

STANDARDS OF REVIEW

6. "Rule 12(c), S.C.R.C.P., provides for motions to dismiss based upon the pleadings." *Gregory v. Gregory*, 292 S.C. 587, 590, 358 S.E.2d 144, 147 (Cl. App. 1987). "A judgment on the pleadings is proper where there is no issue of fact raised by the [pleading] that would entitle [defendant] to judgment if resolved in [defendant's] favor." *Sapp v. Ford Motor*

Wol
2

Co., 386 S.C. 143, 146, 687 S.E.2d 47, 49 (2009). The standard for reviewing a motion for judgment on the pleadings under Rule 12(c) is the same as that for a motion under Rule 12(b)(6) of the South Carolina Rules of Civil Procedure. *Rose v. Thrash*, 291 S.C. 459, 354 S.E.2d 378 (1987) (comparing a 12(b)(6) motion to a 12(c) motion or demurrer). Both motions test the legal sufficiency of a claim.

7. This Court will grant summary judgment when it is satisfied that "there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Rule 56(c), SCRPC. The party opposing summary judgment must "do more than simply show that there is some metaphysical doubt as to the material facts" and, instead, "must come forward with specific facts showing that there is a genuine issue for trial." *Hedgepath v. AT&T Co.*, 348 S.C. 340, 354, 559 S.E.2d 327, 335 (Ct. App. 2001) (quoting *Baughman v. AT&T Co.*, 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991)) (internal quotes omitted).

FINDINGS AND CONCLUSIONS

8. First, the Court will address the Demand for Jury Trial served on August 28, 2017, given that the case is currently pending before the undersigned as a Special Referee. At the outset, the Court finds that the demand was served more than ten (10) days after service of the last pleading directed at the issue. *See* S.C. R. Civ. P. 38(b). Defendant's responsive pleading, which included a counterclaim, was served on June 13, 2017. Plaintiff served its Reply to the counterclaim on July 12, 2017. In accordance with Rule 38, SCRPC, if Defendant believed he had a right to trial by jury, he was required to serve a demand for jury trial within ten (10) days of July 12, 2017. Defendant's demand was not served until August 28, 2017, and, therefore, is too late. In accordance with Rule 38(d), SCRPC, Defendant waived his right, if any.

Wof
#3

to trial by jury. Additionally, the Court finds that even if the demand was timely, Defendant does not have a right to trial by jury because the counterclaim for alleged violation of the FDCPA, while legal, is also permissive because it does not impact the bank's right to enforce the note and foreclose on the mortgage. When a party asserts a permissive counterclaim in response to an equitable complaint for foreclosure, he waives his right to a jury trial on the counterclaim. *See Wachovia Bank, N.A. v. Blackburn*, 407 S.C. 321, 329, 755 S.E.2d 437, 441 (2014) ("If the complaint is equitable and the counterclaim is legal and permissive, the defendant waives his right to a jury trial."). For these reasons, the jury demand is improper and the case will proceed before the undersigned in accordance with the Order of Reference.

9. Second, as to Plaintiff's Motion for Judgment on the Pleadings the Court grants the motion in its entirety and rules as follows:

- a. Defendant's request for default is stricken as unsupported by the South Carolina Rules of Civil Procedure. Defendant claims Plaintiff is in default in the action because a previously-scheduled hearing was continued by Form 4 Order dated May 24, 2016. At the time of the continuance, Defendant had not filed or served a responsive pleading seeking "judgment for affirmative relief" against Plaintiff. *See* S.C. R. Civ. P. 55(a). Once the counterclaim was served on June 13, 2017, Plaintiff timely served a Reply. Accordingly, default against Plaintiff would be improper and the portion of Defendant's pleading seeking default is hereby stricken.
- b. The Court also finds that Defendant's counterclaim for alleged violation of the FDCPA fails as a matter of law because Defendant has not properly alleged that Plaintiff is a "debt collector" as defined by 15 U.S.C. § 1692a(6) and the

Woj
#4

conduct complained of is not prohibited by the FDCPA. A debt collector is one "who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due *another*." 15 U.S.C. § 1692a(6) (emphasis added). Because Plaintiff is attempting to collect debt owed to it, it does not qualify as a "debt collector." See *Stoudemire v. Ray*, No. 3:09-2485, 2012 U.S. Dist. LEXIS 31290, at *7-8 (D.S.C. Feb. 9, 2012) ("The FDCPA applies only to 'debt collectors' as that terms is defined in the statute, and creditors, mortgagors, and mortgage servicing companies are not debt collectors under the FDCPA and are therefore exempt from liability under the FDCPA."). Additionally, the Court finds that the conduct complained of by Defendant, *i.e.*, "fil[ing] a Complaint in Foreclosure against the Defendant," when given the admissions by Defendant of the averments in the Complaint, does not give rise to a legally cognizable claim. See S.C. R. Civ. P. 8(b) (requiring a party to admit or deny each averment in the adverse party's pleading); 8(c) (requiring a party to set forth affirmative defenses in the responsive pleading); 8(d) (noting that when averments in a pleading are not denied in a responsive pleading, they are admitted); *see also* S.C. R. Civ. P. 12. For these reasons, the FDCPA counterclaim fails as a matter of law and judgment on the pleadings is granted in favor of Plaintiff.

c. Finally, to the extent Defendant's pleading may be construed as seeking quiet title, relief for fraud on the court, or an alleged violation of the South Carolina Tort Claims Act, this Court finds that the allegations do not give rise to any

Wosh
#5

legally cognizable claim for relief and the responsive pleading fails to plead any elements of a cause of action.

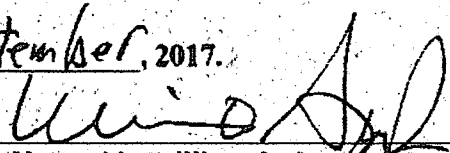
10. Third, as to Plaintiff's Motion for Summary Judgment as to Defendant's affirmative defenses of standing and real party in interest, the Court grants the motion in its entirety, finding that Plaintiff is the holder of the original note and the assignee of the mortgage. During the September 6, 2017 hearing, Plaintiff, through its counsel, presented the original note to the undersigned for inspection. The original note bears two endorsements: (1) a special endorsement from Hartsville Community Bank, N.A. to Crescent Bank and Trust Company and (2) an endorsement in blank by Crescent Bank and Trust Company. Pursuant to South Carolina law, the holder of a note endorsed in blank is the person entitled to enforce the instrument. See S.C. Code Ann. §§ 36-3-109(c); 36-3-301; *Midfirst Bank v. C.W. Haynes & Co.*, 893 F. Supp. 1304, 1318 (D.S.C. 1994) ("South Carolina recognizes the familiar and uncontroverted proposition' that 'the assignment of a note secured by a mortgage carries with it an assignment of the mortgage.'") (citing *Hahn v. Smith*, 157 S.C. 157, 154 S.E. 112 (1930)). In addition to holding the original note, Plaintiff is also the assignee of the mortgage by assignment dated April 2, 2015, and recorded on April 20, 2015, in Book 477, at Page 214. The original Mortgage Assignment was also presented during the September 6, 2017 hearing. As the assignee, Plaintiff has standing and is the real party in interest for purposes of the foreclosure. See *Crestwood Golf Club, Inc. v. Potter*, 328 S.C. 201, 214 493 S.E.2d 826, 833 (1997) (finding that an assignee of mortgage was real party in interest and had the right and duty to foreclose a mortgage). Accordingly, the Court finds that there is no genuine issue as to any material fact regarding Plaintiff's standing and its status as the real party in interest and, therefore, summary judgment is granted in favor of Plaintiff on the two affirmative defenses.

Wog
#6

11. Finally, to the extent Defendant's responsive pleading is construed as seeking dismissal of the Complaint for foreclosure, the Court finds that Plaintiff properly pleaded causes of action for claim and delivery and foreclosure and the case may proceed to a hearing on the claims outlined in the Complaint.

THEREFORE, IT IS HEREBY ORDERED that the case will proceed before the undersigned as Special Referee. Defendant fails to state facts sufficient to constitute a cause of action in his responsive pleading and, therefore, Plaintiff is entitled to judgment on the pleadings as to the counterclaim, which is dismissed, with prejudice, and there is no genuine issue as to any material fact and Plaintiff is entitled to judgment as a matter of law on Defendant's affirmative defenses of standing and real party in interest. The case will proceed to a hearing on the claim and delivery and foreclosure causes of action.

IT IS SO ORDERED, this 11th day of September, 2017.


The Honorable William O. Spencer, Jr.
Special Referee

Chesterfield, South Carolina

#7

2017 SEP 12 AM 10:29
KARLA C. HILES
CLERK OF COURT
CHESTERFIELD COUNTY, S.C.

Association		
If applicable, describe the property, including tax map information and address, referenced in the order: TMS No. 144 000 000 011 Property address: 1111 Tabernacle Church Road, McBee, SC 29101		

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


 William O. Spencer, Jr., Special Referee

2098
 Judge Code

1-29-18
 Date

STATE OF SOUTH CAROLINA
COUNTY OF CHESTERFIELD

JPMorgan Chase Bank, National Association,

PLAINTIFF,

VS.

Fritz A. Timmons,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

CASE NO. 2015-CP-13-00768

SPECIAL REFEREE'S ORDER GRANTING
PLAINTIFF'S MOTION FOR SUMMARY
JUDGMENT AND ORDER AND JUDGMENT
OF FORECLOSURE AND SALE

DEFICIENCY DEMANDED AGAINST FRITZ
A. TIMMONS

(150268.00577)

TO: Scott and Corley, P.A.
Attorneys for Plaintiff
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
(803) 252-3340

Fritz A. Timmons
1827 Tabernacle Church Road
McBee, SC 29101

2018 JAN 29 PM 12:16
Wanda C. Miles
CLERK OF COURT
CHESTERFIELD COUNTY, S.C.

Pursuant to Circuit Court Rule 53(b) of the 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.

Pursuant to the said Order of Reference a hearing was held by this Court. At the hearing, evidence was presented and from the documents and records received into evidence by this Court, I find, conclude and order as follows:

FINDINGS

1. This Court has jurisdiction over the subject matter of this action and the parties hereto and it is the proper forum for the adjudication of this matter.
2. The Court has determined that Plaintiff has complied with the Administrative Order of the Supreme Court dated May 2, 2011 (2011-05-02-01) and the Administrative Order of the Supreme Court dated May 22, 2009 (2009-05-22-01).

WCF
#1

3. The Lis Pendens, Summons, and Complaint (and any amendments thereto or joinders thereto) as well as service affidavits for all defendants have been filed with the Clerk of Court for this county.

4. This matter came to hearing after the filing of Plaintiff's Motion for Summary Judgment. A motion for summary judgment is appropriate only when it is clear there is no genuine issue of material fact and the moving party is entitled to a judgment as a matter of law. *Shumpert v. Time Insurance Co.*, 328 S.C. 574, 493 S.E.2d 111 (Ct. App. 1997). In ruling on a motion for summary judgment, the trial court must view the evidence and all inferences which can be reasonably drawn therefrom in the light most favorable to the non-moving party. *Id.* Under Rule 56(c), the party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact. Once the moving party meets its initial burden, the non-moving party may not rest on mere allegations or denials in the pleadings; rather the non-moving party must come forward with specific facts showing there is a genuine issue for trial. *Boone v. Sunbelt Newspapers, Inc.* 347 S.C. 571, 556 S.E. 2d 732 (Ct. App. 2001).

5. The Defendants and/or all attorneys of record making either an appearance or filing a responsive pleading were notified of the time, date, and place of the hearing of this matter.

6. According to the affidavit(s) and certifications filed herein, any Defendant who is in default has been reviewed for his/her eligibility under The Servicemembers' Civil Relief Act of 2003 ("SCRA") and any amendments thereto and this review does not indicate any Defendant is eligible for protections.

7. No Defendant raised any credible issues related to Plaintiff's standing to prosecute this action, and Plaintiff is the real party in interest as contemplated by Rule 17(a), SCRPC. The Court finds that any issues related to Plaintiff's standing or ability to prosecute this action are waived. Unless specifically denied by an answering Defendant, all allegations in the Complaint of Plaintiff are deemed admitted in full.

8. For value received, Fritz A. Timmons made, executed and delivered a Note dated June 13, 2001, promising thereby to pay to the order of Hartsville Community Bank, NA the sum of \$76,000.00 with interest at the rate of 7.25000% per annum. Other terms and conditions are stated in the Note, which is of record herein.

9. To better secure the payment of the Note described above, the said Fritz A. Timmons, made, executed and delivered to Mortgage Electronic Registration Systems, Inc., as nominee for Hartsville Community Bank, NA a Mortgage in writing, dated June 13, 2001, covering real property in Chesterfield County, which is the same as that described in the Complaint or Amended Complaint. The Mortgage was filed on June 20, 2001, and is of record in the Office of the Clerk of Court/Register of

Wof
#2

Deeds for Chesterfield County in Book 350, at Page 1137. The Mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor(s).

10. Thereafter, said Mortgage was assigned to JPMorgan Chase Bank, National Association by assignment instrument dated April 2, 2015 and recorded April 20, 2015 in Book 477 at Page 214.

11. Pursuant to the South Carolina Lis Pendens Statute (S.C. Code Section 15-11-10, et. seq.) Counsel for Plaintiff has accomplished a Report on Title whereby Counsel for Plaintiff has, upon information and belief, named all parties who claim or may claim an interest in the subject property. This Court further finds that this Report on Title is a recoverable charge, expense, or cost as provided for in the Mortgage and/or Note contracts and the amount is found to be reasonable.

12. This Court therefore finds that this Mortgage constitutes a purchase money first lien on the mortgaged premises.

13. The Court finds that Plaintiff and its counsel have fully complied with all of their obligation(s) as required under the specific terms of the Note and Mortgage being foreclosed as well as all applicable Federal or State statutes or regulations, including, but not limited to, the furnishing of any notices, where applicable (e.g. post referral loss mitigation solicitation letter and/or acceleration warning letter, if or where applicable); the review of this Mortgage loan for compliance with the Home Affordability Modification Program (HMP), if applicable; and moreover and prior to the filing of this judicial proceeding, the Defendant(s) had not raised any compliance defenses or objections as to the servicing of any applicable banking or consumer laws by Plaintiff and/or its counsel.

14. According to the records of Plaintiff and its counsel, neither Plaintiff nor its counsel is aware of any party to this action currently being on active duty or recently discharged. The Notice of Hearing issued by Counsel for Plaintiff specifically requests any defendant eligible under the SCRA contact Plaintiff's counsel. The Court finds that Counsel for the Plaintiff shall be entitled to recover its charges from the Plaintiff for this Certification/Report to the Court as part of its professional duties in prosecuting this action.

15. According to the records of Plaintiff and its counsel, neither Plaintiff nor its counsel is aware of any party to this action currently being under the protection of the United States Bankruptcy Court. Any demand for a deficiency is not applicable if a party has received a discharge in bankruptcy during the life of the mortgage, or is currently under the active protection of the bankruptcy courts. Moreover, any party to this action who is a discharged borrower to the debt of the Plaintiff shall not be subject to and is specifically excluded from both the calculation and collection of any amounts due and owing to the Plaintiff, as required by Rule 71(a) of the South Carolina Rules of Civil Procedure. The Court finds that Counsel for Plaintiff shall be entitled to recover its charges from Plaintiff for this

Wag
#3

Certification/Report to the Court as part of its professional duties in prosecuting this action and the Court finds such charges to be reasonable.

16. Payment due on the Note has not been made as provided for in the Note and Plaintiff has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of the attorney herein for collection.

17. With respect to attorney fees and in view of the potential financial liabilities and likely continuing professional obligations inherent in judicially prosecuting a real property mortgage credit matter, the attendant professional duties and responsibilities, and the size of the mortgage debt and consistent with similar case proceedings before this Honorable Court, I find that a reasonable attorney's fee in this matter would be \$5,250.00. This award is consistent with the laws of this state in the awarding of attorney fees. I have considered the six (6) factors (none of these factors is controlling in the singular) as follows: (1) the nature, extent and difficulty of the legal service rendered; (2) the time and labor necessarily devoted to the case; (3) the professional standing of counsel; (4) the contingency of compensation; (5) the fee customarily charged in the locality for similar legal services; and (6) the beneficial results obtained. *Taylor v. Medenica*, 331 S.C. 575, 503 S.E.2d 458 (1998); *Baron Data Systems v. Loter*, 297 S.C. 382, 377 S.E.2d 296 (S.C. 1989), *Jackson v. Speed*, 326 S.C. 289, 486 S.E.2d 750 (1997). Pursuant to the language in the Note and Mortgage, this Court has specifically reviewed and satisfied itself with all six (6) factors, as well as the disclosed client billing by Plaintiff's counsel considered in awarding reasonable attorneys' fees and costs/expenses/charges in this matter as set forth herein in this paragraph as well as Paragraph 18. As itemized below, I find all of the itemized fees and costs/expenses/charges to be reasonable.

18. Although I have heretofore given consideration to all six (6) factors in the awarding of attorney fees and costs herein, jurisdiction over the fee award shall be reserved as granted in the Order of Reference with the right to re-visit the question of attorney fees should the action proceed in an unexpected way and/or to facilitate the assessment and payment of any such current or additional professional compensation.

19. The amount due and owing on the Note, with interest at the rate provided in the Note, including attorney's fee and allowable costs and charges allowable under and secured by the Note and Mortgage, is as follows:

(a) Principal due	\$59,296.69
(b) Interest Due from 02/01/2015 to 10/31/2017	\$12,180.50

Wood
#4

(c) Interest from 11/01/2017 to 01/29/2018 (date of hearing)	\$1,048.25
(d) Pre-Acceleration Late Charges	\$103.68
(e) Escrow Adjustments	\$3,585.51
(f) Property Inspections	\$336.00
(g) Suspense	(\$-220.18)
(h) Costs, charges, or expenses of collection prior to hearing	\$825.75
(i) Attorney's fees and charges (Foreclosure & applicable Bankruptcy)	\$5,250.00
TOTAL DEBT secured by Note and Mortgage including interest to date shown	\$82,406.20

Interest shall continue to accrue on the unpaid principal balance shown in (a) above, at the 7.250% from the date of hearing until entry of judgment, and such interest shall be added to the above stated "Total Debt": to comprise the amount of the judgment debt entered herein. Interest after the date of entry of judgment at the rate of 7.250% per annum (pursuant to the terms of the Note and Mortgage) shall accrue on the judgment debt and shall be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage through the date of compliance with the terms of judicial sale. (Items (e) through (m) are subject to supplemental revision by Plaintiff's counsel and/or modification by the Court.)

20. Based upon a search of the public records of the aforesaid county pursuant to the South Carolina Lis Pendens statute, all persons or entities having an interest or lien or possible claim in or upon the mortgaged premises subordinate to the lien of Plaintiff as of the date and time of the filing of the Lis Pendens herein have been made defendants.

21. Plaintiff has alleged it is entitled to a judgment claim and delivery of the 2001 Horton ECHO manufactured housing unit, Serial No. H172739GLR and that said mobile home is subject to its mortgage lien as an improvement to the secured real property. Despite being served with process in this case, Defendant(s) Fritz A. Timmons have failed to answer or otherwise plead; therefore, Plaintiff's allegations are deemed admitted. Furthermore, Plaintiff's allegations are supported by the evidence presented on its behalf, including a Certificate of Title with Plaintiff's lien annotated thereon; an appraisal of the property conducted prior to the closing of Plaintiff's mortgage showing that the mobile/manufactured home was an improvement to the real property at the time the loan was originated.

Wol
#5

Based upon this evidence, I find that the intent of the parties at the closing of Plaintiff's mortgage was for the mobile/manufactured home to be subject to the lien of Plaintiff's mortgage, in addition to the raw land, as an improvement to the real property and I conclude therefore that Plaintiff, as lienholder and upon the default by Defendant, is entitled to claim and delivery and possession of the mobile/manufactured. The Court herein expressly authorizes and directs the South Carolina Department of Motor Vehicles to issue a certificate of title to the mobile/manufactured home herein identified to the winning bidder at the foreclosure sale held by this Court without the request of any other legal instrument or power of attorney document.

22. Plaintiff is seeking the usual foreclosure of mortgage and has in the Complaint expressly demanded the right to a personal or deficiency judgment against Fritz A. Timmons.

23. None of the named Defendant(s) have established any claims or defenses, legal or equitable, for relief against Plaintiff, and therefore, no relief, be it legal or equitable, shall be granted to any of the named Defendant(s). In addition, all persons and/or entities who may be or may have been entitled to claim through or under the title or interest of the named Defendant(s) in the subject property shall likewise be absolutely barred and forever foreclosed of any rights, titles, or interests.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

1. Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2011-05-02-01) issued by Chief Justice Jean H. Toal, dated May 2, 2011, and also that Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2009-05-22-01) issued by Chief Justice Jean H. Toal, dated May 22, 2009.

2. After review of the pleadings of the parties, the Plaintiff's motion for summary judgment and attached exhibits, the Defendants' failure to respond to Plaintiff's Requests for Admission and the argument presented at hearing, I find that the Plaintiff has met its burden of establishing its right to foreclose upon the subject property. Further, I find that it submitted credible evidence as to the amount of the total debt owed on the property as of the date of its affidavit. Additionally, Defendants have failed to come forward with any specific facts showing there is a genuine issue for trial. Therefore, Plaintiff should have judgment of foreclosure of the Mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.

3. All of the named Defendant(s) have not established any claims or defenses, legal or equitable, for relief against Plaintiff, and therefore, no relief, be it legal or equitable, shall be granted to any of the named Defendant(s). In addition, all persons who may be entitled to claim through or under

Wad
#6

the title or interest of the named Defendant(s) in the subject property shall likewise be absolutely barred and forever foreclosed.

4. Plaintiff should have a personal or deficiency judgment against Fritz A. Timmons.

Now, on motion or notice of Plaintiff's attorney,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2011-05-02-01) issued by Chief Justice Jean H. Toal, dated May 2, 2011, and also that Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2009-05-22-01) issued by Chief Justice Jean H. Toal, dated May 22, 2009.

2. Plaintiff's Motion for Summary Judgment is granted.

3. That there is due to Plaintiff on the obligation and mortgage as set forth in the Complaint or Amended Complaint the sum of \$82,406.20, representing the total debt due Plaintiff as set forth supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

4. The amount due in the preceding paragraph (the "total debt" as set forth in Paragraph hereinabove, and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff (may be supplemented as permitted by the Court) and shall bear interest hereafter at the rate of 7.250 percent per annum.

5. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint or Amended Complaint, as hereinafter set forth, be sold by this Court at public auction, after giving Notice of the time and place of such sale by advertisement according to law. Any sales date is tentative and may be rescheduled at any time prior to the sale without further order of this Court or written notice to the parties of the notice of sale, provided notice of the new sales date is duly advertised as required by law. The sale shall be according to the following terms, that is to say:

(a) **FOR CASH:** The Special Referee will require a deposit of 5% on the amount of the bid (in cash or equivalent), said 5% deposit being due and payable immediately upon the closing of the bidding, same to be applied to the purchase price only upon compliance with the bid, but in case of non-compliance within 20 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 7.250 percent.

(c) The sale shall be subject to taxes and assessments, existing easements and restrictions of record and prior liens of record.

(d) This Mortgage constitutes a purchase money first lien covering the real estate and

Wof
#7

improvements therein described including, that certain 2001 Horton ECHO manufactured housing unit, Serial No. H172739GLR, permanently located thereon.

(e) Purchaser to pay for deed stamps/transfer taxes and cost of recording the deed with Plaintiff to pay the Statutory allowed fee to the preparer of said deed (be it this Court or Counsel for Plaintiff).

6. If Plaintiff be the successful bidder at said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the Court only the amount of the outstanding costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

7. Personal or deficiency judgment being demanded, the bidding will remain open for a period of thirty (30) days after the sale date. Plaintiff may waive its right to a deficiency judgment prior to sale, in which case the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

8. This Court will by advertisement according to law, give notice of the time and place of such sale, and the terms thereof. Any sales date is tentative and may be rescheduled at any time prior to the sale without further order of this court or written notice to the parties of the notice of sale, provided notice of the new sales date is duly advertised as required by law. This Court will execute to the purchaser, or purchasers, a deed to the premises sold. 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 20 days after the date of sale, then this Court may advertise the said premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured. In the event Plaintiff is the successful bidder, at its option, or the option of its assignee, the deed may be taken subject to payment by grantee of any taxes or assessments constituting a lien against the property sold under this order and hereinafter more fully described. All bidders are hereby and herein noticed that in the event the successful bidder is a third party, neither Plaintiff nor Plaintiff's counsel make any warranties or representations of any kind as to the subject property, including but not limited to its title or habitability on behalf of the third party bidder or any subsequent purchasers.

9. The sale will not be held unless either Plaintiff's attorney or Plaintiff's bidding agent is present at the sale and either Plaintiff's attorney or Plaintiff's bidding agent enters the authorized bid of Plaintiff for this individually captioned matter. In the alternative, Plaintiff's counsel, if permitted by the Court, may advise this Court directly of its authorized bidding instructions. In the event a sale is inadvertently held without Plaintiff's Counsel or Counsel's bidding agent entering the authorized bid of Plaintiff for this specifically captioned matter, the sale shall be null and void and the property shall be re-

WOS
#8

advertised for sale on the next available sale date.

10. In the event of a third party bidder wherein the successful third party bidder fails to deliver the required deposit in certified (immediately collectible) funds to this Court by close of bidding on the day of the sale, this Court will re-sell the subject property at the most convenient time thereafter (including the day of sale) upon notification to counsel for Plaintiff.

11. That this Court shall apply the proceeds of the sale as follows:

FIRST: To the payment of the amount of the permitted costs, charges, and expenses of this action, including any Guardian ad Litem or SCRA Attorney Fee or fees of any attorneys appointed by motion of Plaintiff's Counsel and under Order of the Court;

NEXT: To the payment to Plaintiff or Plaintiff's attorney, of the amount of Plaintiff's debt and interest or so much thereof as the purchase money will pay on the same; and Plaintiff's attorney shall receive and disburse such funds only in total and absolute compliance with the debt, interest, escrow, and related calculations of this Court including the Court's award for attorney fees, court permitted charges and taxable costs pursuant to Rules 54 and 71, South Carolina Rules of Civil Procedure;

NEXT: Any surplus will be held pending further order of the Court as provided for in the South Carolina Rules of Civil Procedure and particularly Rule 71(c) of the South Carolina Rules of Civil Procedure.

12. It is further ORDERED, that if the successful bidder is other than the person(s) or entity in possession herein, the Sheriff of this County is ordered and directed to evict and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

13. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in the event there is a mobile/manufactured home located on the subject property, the South Carolina Department of Motor Vehicles is directed and ordered to provide the new Certificate of Title to the attorneys for the Plaintiff as agent for the grantee on the deed upon payment of the required title fees on any mobile/manufactured home which is herein located on the subject property and intended to be collateralized by the Plaintiff's security documents as heretofore received into evidence by this Court, or which may be received into evidence at any necessary hearing post sale of the subject property.

14. Pursuant to S.C. Code Ann. § 15-53-20, et. Seq., Plaintiff is entitled to a judgment of claim and delivery and judgment that the mobile/manufactured home of Defendant(s) is an improvement to the property which is the subject of this action and is therefore subject to the lien of Plaintiff's

WOSL
#9

mortgage. As such, any judicial sale of the subject property in this case shall include the mobile/manufactured home as an improvement to the real property. Furthermore, following sale, the South Carolina Department of Motor Vehicles shall issue a Certificate of Title to the mobile/manufactured home to the successful purchaser, or its successor or assigns, as the foreclosure sale. The South Carolina Department of Motor Vehicles is authorized and expressly directed to provide a new Certificate of Title on the mobile/manufactured home herein identified without the request of any other legal instruments or power of attorney.

15. And it is further ORDERED, ADJUDGED AND DECREED that none of the named Defendant(s) have established any claims or defenses, legal or equitable, for relief against Plaintiff, and therefore, no relief, be it legal or equitable, shall be granted to any of the named Defendant(s). In addition, all persons and/or entities who may be or may have been entitled to claim through or under the title or interest of the named Defendant(s) in the subject property shall likewise be absolutely barred and forever foreclosed of any rights, titles, or interests.

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

17. This Court will retain exclusive jurisdiction to do all necessary acts incident to this foreclosure, including, but not limited to, all matters post-sale which may affect the transfer of the title to the subject real property and all improvements thereon, as well, the issuance of a Writ of Assistance.

18. Upon issuance of this Court's Report on Sale and Disbursements, the Clerk of Court/Register of Deeds is directed to release of record the mortgage lien being foreclosed, which mortgage lien is described as follows:

Mortgage from Fritz A. Timmons to Mortgage Electronic Registration Systems, Inc., as nominee for Hartsville Community Bank, NA, dated June 13, 2001, covering real property in Chesterfield County, filed on June 20, 2001, and is of record in the Office of the Clerk of Court/Register of Deeds for Chesterfield County in 350, at Page 1137.

19. This sale is specifically subject to all title matters of record, including but not limited to any other senior lien or encumbrance, and any interested party should consider performing an independent title examination of the subject property as no warranty is given at all by the Court, Plaintiff or its Counsel.

WOB
#10

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

All that certain piece, parcel or lot of land containing 10.94 acres situate, lying and being located in the County of Chesterfield, State of South Carolina as shown on plat prepared for Gabriel Brown dated October 5, 1993 by Manson Drew Case and recorded in Plat Book 41 at Page 151; said plat being incorporated herein by specific reference thereto.

This being the same property conveyed to Fritz A. Timmons by Deed of Gabriel T. Brown and Amy A. Brown dated May 24, 2001 and recorded May 25, 2001 in Book 387 at Page 1157 in the ROD Office for Chesterfield County.

TMS No. 144 000 000 011

Property address: 1111 Tabernacle Church Road
McBee, SC 29101

That this mortgage was intended to and specifically secures and collateralizes that certain mobile/manufactured home permanently affixed to the above described real estate in the mortgage being foreclosed and as is further provided under the laws of the State of South Carolina, the same being more particularly described as follows:

2001 Horton ECHO mobile/manufactured home, Serial No. H172739GLR, including any fixtures.

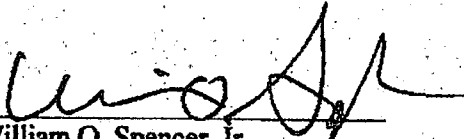
21. IT IS FURTHER ORDERED that if Plaintiff or Plaintiff's representative does not appear at the scheduled sale of the above-described property, then the sale of the property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available sales day as ordered by this court.

22. IT IS FURTHER ORDERED that no Defendant raised any credible issues related to Plaintiff's standing to prosecute this action. Therefore, any issues related to Plaintiff's standing or ability to prosecute this action are waived.

23. All of the named Defendant(s) have not established any claims or defenses, legal or equitable, for relief against Plaintiff, and therefore, no relief, be it legal or equitable, shall be granted to any of the named Defendant(s). In addition, all persons who may be entitled to claim through or under the title or interest of the named Defendant(s) in the subject property shall likewise be absolutely barred and forever foreclosed.

24. IT IS ORDERED that Plaintiff is entitled to a personal or deficiency judgment against Fritz A. Timmons.

Wog
#11


William O. Spencer, Jr.
Special Referee for Chesterfield County

Chesterfield, South Carolina
January 29, 2018

**SPECIAL REFEREE
NOTICE OF SALE
2015-CP-13-00768**

BY VIRTUE of a decree heretofore granted in the case of: JPMorgan Chase Bank, National Association vs. Fritz A. Timmons, I, the undersigned William O. Spencer, Jr., Special Referee for Chesterfield County, will sell on Monday March 5, 2018 at 11:00 AM, at the County Courthouse, 200 West Main Street, Chesterfield, SC 29709, to the highest bidder:

All that certain piece, parcel or lot of land containing 10.94 acres situate, lying and being located in the County of Chesterfield, State of South Carolina as shown on plat prepared for Gabriel Brown dated October 5, 1993 by Manson Drew Case and recorded in Plat Book 41 at Page 151; said plat being incorporated herein by specific reference thereto.

This being the same property conveyed to Fritz A. Timmons by Deed of Gabriel T. Brown and Amy A. Brown dated May 24, 2001 and recorded May 25, 2001 in Book 387 at Page 1157 in the ROD Office for Chesterfield County.

TMS No. 144 000 000 011

Property address: 1111 Tabernacle Church Road, McBee, SC 29101

2018 JAN 29 PM 12:15
KIMBERLY C. HILES
CLERK OF COURT
CHESTERFIELD COUNTY, S.C.

The Court in its Decree has further made its finding that this mortgage was intended to and specifically secures and collateralizes that certain Mobile Home permanently affixed to the above described real estate in the mortgage being foreclosed and is further provided under the laws of the State of South Carolina, the same being more particularly described as follows:

2001 Horton ECHO Manufactured Home; Serial No. H172739GLR, with any fixtures.

TERMS OF SALE: The successful bidder, other than the Plaintiff, will deposit with the Special Referee, at conclusion of the bidding, five percent (5%) of said bid is due and payable immediately upon closing of the bidding, in cash or equivalent, as evidence of good faith, same to be applied to purchase price in case of compliance, but to be forfeited and applied first to costs and then to Plaintiff's debt in the case of non-compliance. In the event of a third party bidder and that any third party bidder fails to deliver the required deposit in certified (immediately collectible) funds with the

Office of the Special Referee, said deposit being due and payable immediately upon closing of the bidding on the day of sale, the Special Referee will re-sell the subject property at the most convenient time thereafter (including the day of sale) upon notification to counsel for Plaintiff. Should the last and highest bidder fail or refuse to comply with the balance due of the bid within 20 days, then the Special Referee may re-sell the property on the same terms and conditions on some subsequent Sales Day (at the risk of the said highest bidder).

Personal or deficiency judgment being demanded, the bidding will remain open for a period of thirty (30) days after the sale date. The Plaintiff may waive its right to a deficiency judgment prior to sale, in which case the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

Purchaser to pay for documentary stamps on Special Referee's Deed. The successful bidder will be required to pay interest on the balance of the bid from the date of sale to date of compliance with the bid at the rate of 7.250% per annum.

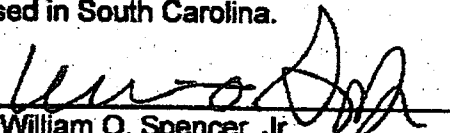
The Plaintiff may waive any of its rights, including its right to a deficiency judgment, prior to sale.

The sale shall be subject to taxes and assessments, existing easements and restrictions of record.

This sale is subject to all title matters of record and any interested party should consider performing an independent title examination of the subject property as no warranty is given.

The sale will not be held unless either Plaintiff's attorney or Plaintiff's bidding agent is present at the sale and either Plaintiff's attorney or Plaintiff's bidding agent enters the authorized bid of Plaintiff for this captioned matter. In the alternative, Plaintiff's counsel, if permitted by the Court, may advise this Court directly of its authorized bidding instructions. In the event a sale is inadvertently held without Plaintiff's Counsel or Counsel's bidding agent entering the authorized bid of Plaintiff for this specifically captioned matter, the sale shall be null and void and the property shall be re-advertised for sale on the next available sale date.

Neither the Plaintiff nor its counsel make representations as to the integrity of the title or the fair market value of the property offered for sale. Prior to bidding you may wish to review the current state law or seek the advice of any attorney licensed in South Carolina.


William O. Spencer, Jr.
Special Referee for Chesterfield County

Scott and Corley, P.A.
Attorney for Plaintiff

STATE OF SOUTH CAROLINA
COUNTY OF CHESTERFIELD

JPMorgan Chase Bank, National Association,

PLAINTIFF,

VS.

Fritz A. Timmons,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

CASE NO. 2015-CP-13-00768

PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR SUMMARY JUDGMENT

(150268.00577)

TO: PRO SE DEFENDANT(S) FRITZ TIMMONS:

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, by and through its undersigned attorney, will, on the tenth (10th) day after service or as soon thereafter as counsel may be heard, move before the Honorable William O. Spencer, Jr., as Special Referee for for Chesterfield County, for an Order pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, granting Plaintiff summary judgment as to liability and damages in this foreclosure matter. This motion is made upon the grounds that there is no genuine issue as to any material fact and that the Plaintiff is entitled to judgment as a matter of law.

This motion is supported by the South Carolina Rules of Civil Procedure, relevant case law, and any discovery, affidavits, or memoranda presented.

SCOTT AND CORLEY, P.A.

By: 

Ronald C. Scott (rons@scottandcorley.com), SC Bar #4996
Reginald P. Corley (reggiec@scottandcorley.com), SC Bar #69453
Angelia J. Grant (angig@scottandcorley.com), SC Bar #78334
Jessica S. Corley (jessicac@scottandcorley.com), SC Bar #80470
Allison E. Heffernan (allisonh@scottandcorley.com), SC Bar #68530
Matthew E. Rupert (matthewr@scottandcorley.com), SC Bar #100740
William P. Stork (williams@scottandcorley.com), SC Bar #100242
Louise M. Johnson (ceasiej@scottandcorley.com), SC Bar #16586
Tasha B. Thompson (tashat@scottandcorley.com), SC Bar #76415

ATTORNEYS FOR THE PLAINTIFF

2712 Middleburg Drive, Suite 200

Columbia, SC 29204

803-252-3340

December 28, 2017

2018 JAN -2 AM 9:15
Wanda C. Miles
CLERK OF COURT
CHESTERFIELD COUNTY, S.C.

STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
COUNTY OF CHESTERFIELD) C/A No. 2015-CP-13-00768

JPMorgan Chase Bank, National)
Association,)

Plaintiff,)

v.)

Fritz A. Timmons,)

Defendants.)

COPY

HEARING

Monday, January 29, 2018
11:20 a.m. - 12:00 p.m.

The hearing before the Honorable William O. Spencer, Jr., Master-In-Equity for Chesterfield County, was taken at 301 West Main Street, Chesterfield, South Carolina on the 29th day of January, 2018 before Roderick S. Fitzgerald, Court Reporter and Notary Public in and for the State of South Carolina.



APPEARANCES

Tasha B. Thompson, Esquire
Scott & Corley, P.A.
2712 Middleburg Drive, Suite 200
Post Office Box 2065 (29202)
Columbia, South Carolina 29204
Attorney for the Plaintiff

Fritz A. Timmons
1827 Tabernacle Church Road
McBee, South Carolina 29101
Pro se Defendant

INDEX

	<u>PAGE</u>
<u>CALL TO ORDER:</u>	
THE COURT	3
Certificate	20

EXHIBITS

(No exhibits were marked during this hearing.)



1 CALL TO ORDER:

2 THE COURT: Okay. Is everybody ready to begin?

3 MR. COURT REPORTER: Yes, sir.

4 MR. TIMMONS: Your Honor, I object to this hearing
5 because it's in violation of state law and ---

6 THE COURT: And you want to be on the record? Is he
7 on the record now?

8 MR. COURT REPORTER: We can go on the record now.

9 THE COURT: Okay. We can go on the record. I'll
10 let you go ahead and speak.

11 MR. TIMMONS: This hearing here is in violation of
12 state laws and I do not give my consent and I
13 have not given my consent.

14 THE COURT: Okay. Your objection is noted.

15 MR. TIMMONS: And I'll give you the -- Section ---

16 THE COURT: Let me -- first let me swear you in. If
17 you will raise your right hand, please?

18 MR. TIMMONS: Well, if I'm representing myself, then
19 I don't need to be sworn in.

20 THE COURT: If you're going to give testimony before
21 me, it's going to be under oath.

22 MR. TIMMONS: Well, it won't ---

23 THE COURT: Or it won't be taken down.

24 MR. TIMMONS: I'm giving fact right now.

25 THE COURT: Well, raise your right hand. And you're



1 not going to read. You're going to answer --
2 ask questions. And, in fact, the Plaintiff
3 goes first. You're the Defendant. So let's
4 get off on the right foot. Okay. All right.
5 Ma'am, would you state the name of the case?

6 **MS. THOMPSON:** Yes, Your Honor. The case is J.P.
7 Morgan Chase versus Fritz A. Timmons. It's a
8 Foreclosure Action that we are bringing. We're
9 asking for summary judgment on the pleadings
10 that we filed some time ago. At that time when
11 we filed our pleadings there was an Answer that
12 was filed by this Defendant. And those were
13 heard by you and there was a Partial Motion for
14 summary judgment that was -- that was granted,
15 so today we're just here to get our Motion
16 granted on the foreclosure -- foreclosure
17 portion of that.

18 **THE COURT:** Okay. And the Order granting partial
19 summary judgment, do you have a copy of that,
20 Ms. ---

21 **MS. THOMPSON:** Yes, Your Honor, I do.

22 **THE COURT:** The Clerk of the Court doesn't let you
23 check out files over there. Are you Ms.
24 Neilson?

25 **MS. THOMPSON:** Sarah Neilson is the attorney for



1 Nelson Mullins, and she's the one that handled

2 ---

3 **THE COURT:** Okay. And so ---

4 **MS. THOMPSON:** --- that portion of it. So once we
5 got those counterclaims in, our client decided
6 that they wanted to go with Nelson Mullins to
7 address the counterclaims.

8 **THE COURT:** Got you. So the only matter before me
9 today is the hearing on the claim and delivery
10 and foreclosure?

11 **MS. THOMPSON:** Yes, Your Honor.

12 **THE COURT:** All other issues raised by answers is on
13 the pleadings that were disposed of with this
14 Order?

15 **MS. THOMPSON:** Yes, Your Honor.

16 **THE COURT:** Okay. All right. If you will proceed.

17 **MS. THOMPSON:** So when filing our Motion for Summary
18 Judgment we attached all of the requisite
19 exhibits. We have attached a copy of the Note
20 that was executed by Mr. Timmons on or about
21 June 13th, 2001, in favor of Hartsville
22 Community Bank. On that same day the Mortgage
23 was also signed and executed in favor of
24 Hartsville National Bank. On April 2nd, 2015,
25 there was an assignment of that Note and



1 Mortgage to JPMorgan Chase that was recorded on
2 April 20th, 2015, in Chesterfield County
3 Register of Deeds. Since November 30th, 2015,
4 that's when we filed our Summons and Complaint
5 for foreclosure and we ask today that you grant
6 foreclosure of the Note and Mortgage as long --
7 along with the Claim and Delivery of the mobile
8 home that has been fixed to the property and so
9 a relief that you deem proper.

10 **THE COURT:** Okay.

11 **MS. THOMPSON:** Do you need to see any of the those
12 exhibits now?

13 **THE COURT:** Please.

14 **MR. TIMMONS:** I object to having copies used.

15 **THE COURT:** Objection noted. I know that the
16 originals of all of these documents are filed
17 with the Clerk of Court of Chesterfield County.

18 **MS. THOMPSON:** Yes, Your Honor.

19 **THE COURT:** Okay, Mr. Timmons, I'll hear your
20 argument against the Plaintiff's Motion for
21 Summary Judgement for foreclosure and Claim and
22 Delivery.

23 **MR. TIMMONS:** Well, to start, other than this being
24 in violation of state laws without my consent,
25 the Plaintiff have directly violated the



1 Federal Claims Act by threatening me with
2 foreclosure without being an assignment. It
3 notes that there and the dates -- well, that
4 date of their supposed assignment.

5 THE COURT: Do you want to look at this?

6 MS. THOMPSON: Yes. Thank you.

7 MR. TIMMONS: Which is violation of U.S. Code
8 1692(e).

9 THE COURT: Can you cite that code section again,
10 please?

11 MR. TIMMONS: 15 U.S. Code 1692(e).

12 THE COURT: And your reason for citing that section?

13 MR. TIMMONS: It's because they threatened me
14 without legal Action or possible legal Action.

15 THE COURT: Do you have any objection for me to
16 review at this time?

17 MS. THOMPSON: I have no objection to you reviewing
18 it.

19 THE COURT: Okay. I've reviewed your material.

20 MR. TIMMONS: Okay. Second, the ---

21 THE COURT: Is this a copy I can have, or do you ---

22 MR. TIMMONS: You can have it.

23 THE COURT: --- want me to make a copy?

24 MR. TIMMONS: I've got copies.

25 THE COURT: Okay.



1 MR. TIMMONS: Then the Plaintiff also failed to
2 comply to U.S. Supreme Court case Carpenter
3 versus Longan, Carpenter versus Longan 18 U.S.
4 271(16), Wall 271(21)(i).

5 THE COURT: Let me look at that.

6 MR. TIMMONS: The third one. Which requires the
7 Plaintiff be a holder and owner of Note at the
8 time of filing for foreclosure.

9 THE COURT: All right. That's at 83 U.S. 271.
10 Okay.

11 MR. TIMMONS: Plaintiffs have also failed to provide
12 cause of action for its first filing of
13 foreclosure, which was continued by the Judge.
14 It has the date on there.

15 THE COURT: Was this when it appeared on the non-
16 jury docket and it was continued? And it was
17 continued? I see that's Judge Henderson. He
18 was Circuit Court Judge?

19 MS. THOMPSON: Uh-huh.

20 THE COURT: Okay. Was before it was referred to me?

21 MS. THOMPSON: Let me check to see. Give me One
22 second.

23 THE COURT: That was in '15?

24 MS. THOMPSON: Yes.

25 THE COURT: And that's prior to the second filing of



1 foreclosure. Okay. In other words, it came up
2 on the non-jury roster?

3 MS. THOMPSON: That's right. That's right.

4 THE COURT: Okay.

5 MS. THOMPSON: Yes.

6 THE COURT: All right. Okay. All right, sir.

7 MR. TIMMONS: And they also failed to specify which
8 cause of action on their second filing for
9 foreclosure.

10 THE COURT: Okay. I'll move to make a Certificate
11 of Exemption from Administrative Order of the
12 Supreme Court providing for Notice of
13 Intervention.

14 MR. TIMMONS: And the information they give
15 contradicts each other.

16 THE COURT: Okay.

17 MR. TIMMONS: Stating that that's in violation.

18 THE COURT: Would you let me look at this?

19 MR. TIMMONS: Well, that's a Motion Order, plus the
20 Clerk of Court basically rubber stamped that.

21 THE COURT: Okay. I'm looking at the Motion and
22 Order of Reference in Case Number 2015-CP-13-
23 768 in the case of JPMorgan Chase Bank National
24 Association, Plaintiff, versus Fritz A.
25 Timmons.



1 MR. TIMMONS: Which was after the Order that was
2 given by Judge Henderson.

3 THE COURT: Okay. After the Order of Continuance
4 then an Order was signed by the Clerk -- by the
5 Deputy Clerk, Ashley N. Johnson, referring this
6 matter to Special Referee, being myself,
7 William O. Spencer, Jr., pursuant to Rules 53
8 and 71. So that's how this matter ended up
9 before me. And that was clocked in May 22nd,
10 2017.

11 MR. TIMMONS: Which it was already under the
12 jurisdiction of the Judge.

13 THE COURT: And the Order of Continuance granted by
14 Judge Henderson has a filing date of -- it was
15 filed May 25th, 2016. All right, sir.

16 MR. TIMMONS: Now, the main thing is I am the owner
17 and holder of the Original Note.

18 THE COURT: That was your original document, sir?

19 MR. TIMMONS: That's the original.

20 THE COURT: Would you show me your copy of the Note
21 that ---

22 MR. TIMMONS: Yes, sir.

23 THE COURT: --- you showed me previously? Okay. I
24 have reviewed your copy of the Note.

25 MR. TIMMONS: That's not a copy. That's the



1 original.

2 **THE COURT:** It appears to be a copy to me.

3 **MR. TIMMONS:** By what Cause of Action have they
4 filed for this?

5 **THE COURT:** The Causes of Action are one in
6 foreclosure of the Real Estate, Mortgage and
7 Claim and Delivery on a mobile home are the
8 Causes of Action that are before me today by
9 Motion of Summary Judgment.

10 **MR. TIMMONS:** But what -- is there legal standing on
11 it?

12 **THE COURT:** I'm going to make a ruling after I
13 review all the material. I'm going to look at
14 your cases. I've looked at your documents.
15 I've reviewed the documents of the Plaintiff.

16 **MR. TIMMONS:** Because they're also in violation of
17 Administrative Order.

18 **THE COURT:** Okay. I see Administrative Order of the
19 Supreme Court ---

20 **MR. TIMMONS:** Uh-huh.

21 **THE COURT:** --- 2011-05-02-01, which was referred to
22 in the Certificate of Exemption from the
23 Administrative Order filed by the Plaintiffs.
24 Okay. I'm familiar with that Order.

25 **MR. TIMMONS:** Plaintiffs have failed to prove that



1 they have the original Mortgage or the Note.
2 They have failed to provide that they actually
3 existed, currently existed because they're
4 using ghost evidence or copies, which is the
5 same thing as using a video of Elvis Presley
6 dancing and singing to prove that he's alive
7 and singing and dancing today. And their --
8 their foreclosure case has no legal standing to
9 begin with, to go with that. Plus when the
10 original Mortgage holder or originator of the
11 Mortgage and Note, when they released -- when
12 the debt was extinguished and they kept the
13 Mortgage, the original Mortgage became null and
14 void, especially under paragraph -- well, part
15 23 of the Mortgage, which states, Upon payment
16 of all sums secured by the security instrument.
17 The security instrument shall become null and
18 void. The lender shall release the security
19 instrument. Borrower shall by any recordation
20 costs. In other words, when the debt to the
21 holder of the Mortgage is paid in full, the
22 Mortgage becomes void.

23 **THE COURT:** Okay. And you're reading from the
24 Mortgage that is the subject of this
25 Foreclosure Action?



1 MR. TIMMONS: Yep.

2 THE COURT: Which is recorded in Mortgage Book 350
3 at Page 1137 in the Office of the Clerk of
4 Court of Chesterfield County. And this appears
5 to be a copy of the Mortgage that was
6 introduced into evidence ---

7 MR. TIMMONS: It is.

8 THE COURT: --- by the Plaintiff. Is it your
9 position that all of the indebtedness due under
10 that Note has been paid by you?

11 MR. TIMMONS: There's no more -- there was not debt
12 on that Mortgage because the debt was
13 extinguished.

14 THE COURT: How was the debt extinguished?

15 MR. TIMMONS: It was extinguished when it was paid
16 off and ---

17 THE COURT: Who -- who paid it off?

18 MR. TIMMONS: That's irrelevant.

19 THE COURT: What is the outstanding balance you show
20 on your sheet?

21 MS. THOMPSON: Give me just a second.

22 THE COURT: Ma'am?

23 MS. THOMPSON: Just one second, Your Honor.

24 THE COURT: Okay. I'm not rushing you. Do you have
25 a proposed Order?



1 MS. THOMPSON: I do have a proposed Order.

2 THE COURT: Now look at this.

3 MS. THOMPSON: Yes. It's \$82,406.20. Here's a copy
4 for you.

5 THE COURT: And I know that Plaintiff's demand says
6 efficiency. Is that still the case?

7 MS. THOMPSON: Yes, Your Honor.

8 THE COURT: And so it's your position, Mr. Timmons,
9 that you paid the debt in full and there's
10 nothing owing on the Note and Mortgage?

11 MR. TIMMONS: All debt to the original -- originator
12 of the Note and Mortgage was paid off in full.

13 THE COURT: Okay. How ---

14 MR. TIMMONS: And they ---

15 THE COURT: --- how was that done?

16 MR. TIMMONS: --- they kept the Mortgage, therefore,
17 the separation of the Mortgage and Note, the
18 debt was paid off and therefore the Mortgage
19 became null and void.

20 THE COURT: And who again paid it off?

21 MR. TIMMONS: That's irrelevant.

22 THE COURT: Okay. Anything further?

23 MR. TIMMONS: Yes. As soon as I can find it.

24 THE COURT: All right, sir.

25 MR. TIMMONS: I'm requesting the specification as to



1 the Cause of Action of this foreclosure
2 hearing.

3 **THE COURT:** Okay. Would you respond to that, Ms.
4 Thompson?

5 **MS. THOMPSON:** It's an Action for Foreclosure and
6 Claim and Delivery. I don't -- I can't be any
7 more specific than that.

8 **MR. TIMMONS:** Well, there has to be a Cause of
9 Action.

10 **MS. THOMPSON:** The Cause of Action is for
11 foreclosure of the Mortgage.

12 **MR. TIMMONS:** Not what it's for.

13 **THE COURT:** Okay. She -- she's speaking to me.

14 **MS. THOMPSON:** A foreclosure -- the Cause of Action
15 is foreclosure of the Note and Mortgage and for
16 Claim and Delivery.

17 **THE COURT:** That's what you're seeking summary
18 judgment on today?

19 **MS. THOMPSON:** Yes, Your Honor.

20 **THE COURT:** Okay. For the reason stated.

21 **MR. TIMMONS:** What is the Cause of Action?

22 **THE COURT:** All right.

23 **MR. TIMMONS:** In other words, what legal action is
24 she taking in order for equity action?

25 **THE COURT:** Okay. Well, that's for me to determine.



1 **MR. TIMMONS:** Because according to that, it does not
2 say whether it's default or anything like that,
3 which contradicts each other. And to start
4 with, the Plaintiff refused to accept any type
5 of payments which I was -- it was not -- since
6 they did not have any legal standing in it.
7 They refused several types. So that's -- and
8 I can't find that. If I give you that,
9 Plaintiff does not have the original Note or
10 the original Mortgage and therefore they do not
11 have legal standing. There's the paper in
12 which they refused and they refused to disclose
13 evidence of the original -- or notes that
14 refute -- denied me access via internet to make
15 payments. And they refused to accept payments
16 over the phone.

17 **THE COURT:** Okay. I note that this is a copy of a
18 check that was mailed back apparently to the
19 Defendant, made payable to Chase for \$1,299.30,
20 and it was dated May 6th, 2016, and was mailed
21 back on Thursday, May 19th, 2016, and that was
22 after the filing of the foreclosure Action; is
23 that correct?

24 **MS. THOMPSON:** Yes, Your Honor.

25 **THE COURT:** And after the Plaintiff had accelerated



1. it?

2. **MS. THOMPSON:** Yes, Your Honor.

3. **MR. TIMMONS:** And that's prior to the second filing.

4. **THE COURT:** Okay. Anything ---

5. **MR. TIMMONS:** And I believe that the Mortgage and
6. Note, well, that they -- the Note that they
7. used is based upon fraud. An example of that
8. fraud would be that -- here's a copy that they
9. sent me that had blue ink written on the
10. signatures which is what I'm looking for. You
11. notice the signatures down there? It raises
12. the question when was supposedly the transfer
13. of the Mortgage -- well, not Mortgage, but of
14. the Note.

15. **THE COURT:** Okay.

16. **MR. TIMMONS:** And that's why I believe it's fraud
17. right there.

18. **THE COURT:** Okay. All right. Well, I'm going to
19. wrap up arguments. Anything further from the
20. Plaintiffs?

21. **MS. THOMPSON:** Nothing further to present other than
22. just in response to the Defendant that there
23. was nothing -- no continuing issues of material
24. fact presented, so I deem -- request that you
25. grant summary judgment in favor of the



1 Plaintiff for Foreclosure, Claim and Delivery.

2 **THE COURT:** Okay. I'm going to take this matter
3 under advisement and you will get a -- both of
4 you will get a copy of my Order.

5 **MS. THOMPSON:** Thank you, Your Honor.

6 **THE COURT:** And this reference is adjourned.

7 **MR. TIMMONS:** One last thing? It says ---

8 **MR. COURT REPORTER:** Are we on the record still?

9 **THE COURT:** Certainly. All right. One last thing.

10 **MR. TIMMONS:** If you use copies of stuff, these are
11 copies of Mortgages of Judge Birch, so they'd
12 be just as good legally in court as her copies
13 that-- that she's using?

14 **THE COURT:** Well, what I'm looking at is what was
15 filed. The originals were filed with the Clerk
16 of Court and I'm looking at certified true
17 copies certified by the Clerk of Court that the
18 originals were filed -- filed over there. And
19 you could examine the Clerk's file too.

20 **MR. TIMMONS:** And the Mortgage is filed over there,
21 the original, and on the assignment was and
22 after they threatened me with foreclosure.

23 **THE COURT:** Okay.

24 **MR. TIMMONS:** And there's no -- was no date when the
25 supposedly -- Note was transferred. And they



1 have not shown no evidence of the original Note
2 or Mortgage. I mean, they cannot be the holder
3 and owner in which it requires by law that
4 mentioned on the U.S. Supreme Court case, which
5 is also used in the Ninth Circuit Court of
6 South Carolina and upheld.

7 **THE COURT:** All right. Well, I'm going to adjourn
8 with reference at this point. Thank you very
9 much.

10 (There being nothing further, the hearing concluded
11 at 12:00 p.m.)

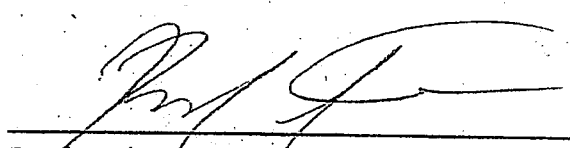


CERTIFICATE

This is to certify that the within hearing consisting of nineteen (19) 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 Stenotype 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 August 3, 2018.



Roderick S. Fitzgerald
Court Reporter

Notary Public for South Carolina
My Commission Expires: May 12, 2020



NOTE

1000228526
TIMMONS, FRIT

June 13, 2001
[Date]

HARTSVILLE
[City]

SC
[State]

1111 TABERNACLE CHURCH ROAD, HARTSVILLE, SC 29550
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 76,000.00 (this amount is called "Principal") plus interest, to the order of the Lender. The Lender is HARTSVILLE COMMUNITY BANK, NA

I will make all payments under this Note in the form of cash, check or money order.

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.2500 %.

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

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on August 1, 2001. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on July 1, 2031, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 644 SOUTH FOURTH STREET, HARTSVILLE, SC 29550 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 518.46

I will make my monthly payments at , 644 SOUTH FOURTH STREET, HARTSVILLE, SC 29550
or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments


My monthly payment will be in the amount of U.S. \$ 518.46

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

 -5N (0005) MW 05/00 Form 3200 1/01
VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 3

Initials: _____




10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


FRITZ A. TIMMONS
308-70-5327
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

-Borrower

-Borrower

(Seal)

(Seal)


-Borrower

-Borrower

[Sign Original Only]

1TIMMONS, FRIT

1000228526

 -5N (0005)

Page 3 of 3

Form 3200 1/01

603999301

603999301

1000228526
TIMMONS, FRIT

June 13, 2001
[Date]

HARTSVILLE
[City]

*1938734764 SC
[State]

1111 TABERNACLE CHURCH ROAD, HARTSVILLE, SC 29550
[Property Address]



1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 76,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is HARTSVILLE COMMUNITY BANK, NA

I will make all payments under this Note in the form of cash, check or money order.

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.2500 %.

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

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on August 1, 2001. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on July 1, 2031, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 644 SOUTH FOURTH STREET, HARTSVILLE, SC 29550 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 518.46

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

51N (0005) MW 05/00 Form 3200 1/01
VMP MORTGAGE FORMS - (800)521-7291
Page 1 of 3 Initials: _____



10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED:

Fritz A. Timmons (Seal) _____ (Seal)
FRITZ A. TIMMONS -Borrower -Borrower
308-70-5327

(Seal) (Seal)
-Borrower -Borrower

(Seal) (Seal)
-Borrower -Borrower

(Seal) (Seal)
-Borrower -Borrower

[Sign Original Only]

1TIMMONS, FRIT

1000228526

5440 -5N (0005)

Page 3 of 3

Without recourse, pay to the order of: Form 3200 1/01

Without recourse, pay to the order of
CRESCENT BANK AND TRUST COMPANY
by: *[Signature]*
Michael P. Leddy
as Attorney in Fact for:
HARTSVILLE Community Bank, NA

CRESCENT BANK AND TRUST
COMPANY
By: *[Signature]*
MICHAEL P. LEDDY
EXEC. VICE PRESIDENT

Return To:
RETURN TO: CRESCENT MTG.
SERVICES
5881 GLENRIDGE DR. suite
170, ATLANTA, GA 30328

Prepared By:
RAQUEL SAPPLETON

FHM/C

FILED
CLERK OF COURT

JUN 20 AM 11 10

002083

CHESTERFIELD COUNTY, SC

PAUL V. CANNARELLA
ATTORNEY AT LAW
P.O. BOX 38
HARTSVILLE, SC 29551

350
PAGE 1137-
1152

[Space Above This Line For Recording Data]

Flint, MI

MORTGAGE

MIN 1000381-1000228526-1

CMC 1938734764

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated June 13, 2001 together with all Riders to this document.
- (B) "Borrower" is FRITZ A. TIMMONS

see attached description

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

1TIMMONS, FRIT 1000228526
SOUTH CAROLINA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS Form 3041 1/01

VMP - 6A(SC) (0005)

Page 1 of 15 MW 05/00 Initials: _____

VMP MORTGAGE FORMS - (800)521-7291



001137

PAUL V. CANNARELLA
ATTORNEY AT LAW
P.O. BOX 38
HARTSVILLE, SC 29551

All that certain piece, parcel or lot of land containing 10.94 acres situate, lying and being located in the County of Chesterfield, State of Sout Carolina as shown on plat prepared for Gabriel Brown dated October 5, 1993 by Manson Drew Case and recorded in Plat Book 41 at Page 151; said plat being incorporated herein by specific reference thereto.

001138

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

23. Release. Upon Payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall by any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Homestead Waiver. Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.

25. Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. **TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY.** This waiver shall not apply so long as the Property is used as a dwelling place as defined in Section 12-37-250 of the South Carolina Code of Laws.

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

1TIMMONS, ERIT

1000228526

1000-5A(SC) (0005)

Page 13 of 15

Initials: _____

Form 3041 1/01

If you have any reason to dispute the past-due amount listed above, or if you believe your Loan is current, please contact us at the telephone number provided below.

3. Action required to cure the default: You must pay the Total Monthly Payments listed in Paragraph 2 within 35 days from the date of this notice in order to cure this default. All late fees, NSF fees, and other fees and advances are still valid and will need to be repaid under the terms of your loan documents.
4. If you fail to cure the default on or before 04/01/2015, Chase may accelerate the maturity of the Loan, declare all sums secured by the Security Instrument immediately due and payable, and commence foreclosure by judicial proceeding and conduct a sale of the Property. If this happens, Chase will be entitled to collect its expenses incurred in pursuing the remedies provided in the Security Instrument, which may include, but not be limited to, allowable foreclosure/attorney fees, and other expenses permitted by your loan documents or applicable law.
5. You have the right to reinstate after acceleration of the Loan and the right to assert in the foreclosure proceeding the nonexistence of a default, or any other defense to acceleration and foreclosure. However, the amount required to reinstate may be higher than what is owed under Paragraph 2 above, due to additional fees and charges that we are entitled to collect under the Loan, including attorney fees, if permitted by law, related to any foreclosure action we initiate.
6. Kindly remit the total amount due, shown in Paragraph 2 above, to the remittance address listed below. Please note that Chase policy requires certified funds if two insufficient funds (NSF) payments have been received in the last six months. In this event, Chase will not accept a Direct Check, FastPay or SpeedPay. Payments cannot be made at Chase retail bank branches. Please refer to the addresses below for payment information or contact us if you have any questions.

Regular Mail: CHASE
PO BOX 78420
PHOENIX, AZ 85062-8420

Overnight Mail: CHASE
PO BOX 78420 1820 EAST SKY HARBOR CIRCLE SOUTH
PHOENIX, AZ 85034-9700

Except as required by law, we are under no obligation to accept less than the full amount owed. If you send us less than the full amount owed, we may in our sole discretion apply such partial payment to your Loan without waiving any default or waiving our right to accelerate the Loan and continue with foreclosure proceedings in accordance with Paragraph 4 above.

7. If you are unable to pay the amount past due, Chase has a variety of mortgage assistance options that might help you resolve your default and keep your home; however, we need to talk with you to discuss these options and determine which of them might be appropriate for your circumstances. Please call us as soon as possible at 1-800-848-9380.
8. While the Loan remains in default, we will perform certain tasks to protect our interest in the Property, including visits to your Property at regular intervals during the default. This will be done to determine, as of the date of the inspection, the property condition, occupancy status, and possibly your plans for curing the default and paying this Loan on time. You should anticipate that any costs incurred by Chase will be added to the amount you now owe if permitted by your loan documents or applicable law.

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

201500001212
Filed for Record in
CHESTERFIELD SC
FAYE SELLERS, CLERK OF COURT
04-20-2015 At 09:38:27 am.
ASSIG NTG 6.00
Volume 477 Page 214 - 214

Loan #: 1938734764

X



ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR HARTSVILLE COMMUNITY BANK, NA, ITS SUCCESSORS AND ASSIGNS, WHOSE ADDRESS IS P.O. BOX 2026, FLINT, MI, 48501-2026, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Mortgage with all interest secured thereby, all liens, and any rights due or to become due thereon to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, WHOSE ADDRESS IS 700 KANSAS LANE, MC 8000, MONROE, LA 71203 (866)756-8747, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE)

Said Mortgage dated 06/13/2001, made by FRITZ A. TIMMONS to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC AS NOMINEE FOR HARTSVILLE COMMUNITY BANK, NA, ITS SUCCESSORS AND ASSIGNS and recorded 06/20/2001 in the Recorder or Registrar of Deeds of CHESTERFIELD County, South Carolina in Vol 350, Page 1137 and Instrument # n/a.

Dated on 04/02/2015 (MM/DD/YYYY)

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR HARTSVILLE COMMUNITY BANK, NA, ITS SUCCESSORS AND ASSIGNS

By: LeShonda Anderson
LeShonda Anderson
ASST. SECRETARY

Signed and Acknowledged
in the Presence of:

Tammy Johnson
Tammy Johnson
Witness 1

Charlene Brown
Charlene Brown
Witness 2

STATE OF LOUISIANA PARISH OF OUACHITA

On 04/02/2015 (MM/DD/YYYY), before me appeared

LeShonda Anderson, to me personally known, who did say that he/she/they is/are the ASST. SECRETARY of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR HARTSVILLE COMMUNITY BANK, NA, ITS SUCCESSORS AND ASSIGNS and that the instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and that he/she/they acknowledged the instrument to be the free act and deed of the corporation (or association).

Eva Reese
Eva Reese

Notary Public - State of LOUISIANA
Commission expires: Upon My Death

EVA REESE
OUACHITA PARISH, LOUISIANA
LIFETIME COMMISSION
NOTARY ID # 17070

Document Prepared By: LeShonda Anderson JPMorgan Chase Bank, N.A., 780 Kansas Lane, Suite A, Monroe, LA, 712030, 800-401-6587

Recording Requested By: JPMorgan Chase Bank, NA, C/O Nationwide Title Clearing, Inc. 2100 Alt. 19 North, Palm Harbor, FL 34683

JPCAS 25911318 - CHASE MIN 100038110002285261 MERS PHONE 1-888-679-6377 T3015033422
[C-1] FRMSCI



D0009812897

CHASE

Chase (Mail Code OH4-7126)
3415 Vision Drive
Columbus, OH 43219-6009

Thursday, May 19, 2016
FRITZ A TIMMONS
P O BOX 367
HARTSVILLE, SC 29551

2016 JAN 29 AM 10:46
Richard C. Miles
CLERK OF COURT
SOUTH CAROLINA COUNTY, S.C.

We're unable to accept the funds you sent us

Account: [REDACTED] 4764

Dear Fritz A Timmons:

We can't accept the funds you sent us listed in the table below because:

- They aren't enough to bring your account up to date and they need to be sent as certified funds, like a money order or cashier's check.

Check Number	Check Amount	Payment Type	Location #
1122	\$1,299.30	Personal Check	[REDACTED]

if you have any questions about how to resubmit your funds, please call us at one of the numbers below.

Sincerely,

Chase
1-800-848-9380
1-800-582-0542 TTY
www.chase.com

FRITZ A. TIMMONS
PO BOX 367
HARTSVILLE, SC 29551

CHECK RECEIVED

1122

5/19/16 MAY 18 2016 Date

Pay to the Order of Chase NCO PAYMENT PROCESSING \$ 1299.30

Twelve Hundred Ninety Nine ³⁰/₁₀₀ Dollars

For [REDACTED] 4764 [REDACTED] [REDACTED] 1122

[Signature]

Scott and Corley, P.A.
Attorneys and Counselors at Law

Street Address:
2712 Middleburg Drive, Suites 200-202
Columbia, SC 29204

Telephone: (803) 252-3340
Facsimile: (855) 611-8548

Mailing Address:
P.O. Box 2065
Columbia, SC 29202

May 17, 2017

The Honorable Faye L. Sellers
Chesterfield Clerk of Court
P. O. Box 529
Chesterfield, SC 29709-0529

**Re: JPMorgan Chase Bank, National Association v. Fritz A. Timmons
Case No. 2015-CP-13-00768; SLF No. 150268.00577**

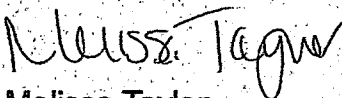
Dear Mrs. Sellers:

Enclosed please find the original and one copy of the Certification of Exemption from Administrative Order 2011-05-02-01 with Certificate of Service by Mail to be filed in the above-referenced matter. Please file the original and return a clocked copy in the envelope provided.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Scott and Corley, P.A.


Melissa Taylor
Foreclosure Paralegal

Enclosures: As stated.

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE, EXCEPT AS STATED BELOW IN THE INSTANCE OF BANKRUPTCY PROTECTION.

IF YOU ARE UNDER THE PROTECTION OF THE BANKRUPTCY COURT OR HAVE BEEN DISCHARGED AS A RESULT OF A BANKRUPTCY PROCEEDING, THIS NOTICE IS GIVEN TO YOU PURSUANT TO STATUTORY REQUIREMENT AND FOR INFORMATIONAL PURPOSES AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.

STATE OF SOUTH CAROLINA
COUNTY OF CHESTERFIELD

JPMorgan Chase Bank, National Association,

PLAINTIFF,

VS.

Fritz A. Timmons,

DEFENDANT(S).

(150268.00577)

IN THE COURT OF COMMON PLEAS

CASE NO. 2015-CP-13-00768

CERTIFICATE OF EXEMPTION FROM
ADMINISTRATIVE ORDER 2011-05-02-01

2017 MAR 02 AM 9:24
Randy C. Miles
CLERK OF COURT
CHESTERFIELD COUNTY, S.C.

To the best of the undersigned's knowledge and based on information and belief, the undersigned Plaintiff's attorney does hereby certify as follows:

1. That this is an action for the foreclosure of real property.
2. That pursuant to Supreme Court Administrative Order 2011-05-02-01:
 - a. The Mortgagor(s) has/have been served with the required Notice of Intervention, and more than thirty (30) days have elapsed since service upon the Mortgagor(s); and
 - b. As of May 15, 2017, the Mortgagor(s) has/have either failed, declined, or voluntarily elected not to participate in any foreclosure intervention process by failing to submit a complete loss mitigation application package to either the Plaintiff or Plaintiff's counsel.

SCOTT AND CORLEY, P.A.

By: *Ronald C. Scott*

Ronald C. Scott, SC Bar #4998	Matthew E. Rupert, SC Bar #100740
Reginald P. Corley, SC Bar #68453	William P. Stork, SC Bar #100242
Angella J. Grant, SC Bar #78334	Louise M. Johnson, SC Bar #16588
Jessica S. Cortay, SC Bar #80470	Tasha B. Thompson, SC Bar #76415
Allison E. Hoffman, SC Bar #68530	Jane S. Ruschky, SC Bar #70472

ATTORNEYS FOR PLAINTIFF
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
803-252-3340

5/11 2017

2018 JAN 29 AM 10:47
Randy C. Miles
CLERK OF COURT
CHESTERFIELD COUNTY, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF CHESTERFIELD

JPMorgan Chase Bank, National Association,

PLAINTIFF,

VS.

Fritz A. Timmons,

DEFENDANT(S).

(150268.00577)

IN THE COURT OF COMMON PLEAS

CASE NO. 2015-CP-13-00768

NOTICE OF HEARING

2018 JAN 23 AM 11:00
MARIANNE C. MILLS
CLERK OF COURT
CHESTERFIELD COUNTY, S.C.

A hearing on Plaintiff's Motion for Summary Judgment been set in the above-referenced matter for January 29, 2018 at 11:00 AM, before the Honorable William O. Spencer, Jr., Special Referee for Chesterfield County, at 301 West Main Street, Chesterfield, SC 29709, for the purpose of reviewing affidavit testimony, findings of facts and conclusions of law and to enter final judgment therein without further order of the court. If you plan to attend, we would respectfully appreciate your sending an email to mariaw@scottandcorley.com or leaving a message for the undersigned at (803) 252-3340. (This is for purposes of notifying you in the event that the hearing is canceled.)

As a result of the hearing, a foreclosure sale could be ordered as soon as allowed by law after the foreclosure hearing.

Records in the possession of the undersigned as of this date reflect only the above parties and the above counsel (if any). Please contact the undersigned immediately if any counsel has filed an appearance and their name is not reflected above as a recipient of this Notice.

According to the business records of Plaintiff, which have been made available to its Counsel and upon information and belief, neither Plaintiff nor its counsel is aware of any party to this action currently being in active bankruptcy and under the protection of the United States Bankruptcy Court ("USBK"). In addition, Counsel for Plaintiff has caused and/or has conducted a search of the PACER website for which Counsel, upon information and belief, reports no party, who executed the Note and/or Mortgage, and, to the best of his/her knowledge, is currently eligible for protection of the USBK. If any party has any information or record of a defendant currently being under the bankruptcy protections, it is requested that you notify counsel for Plaintiff immediately. Any demand for a deficiency is not applicable if a party has received a discharge in bankruptcy during the life of the mortgage, or is currently under the active protection of the bankruptcy courts. Moreover, any party to this action who is a discharged borrower to the debt of the Plaintiff shall not be subject to and is specifically excluded from both the calculation and

collection of any amounts due and owing to the Plaintiff, as required by Rule 71(a) of the South Carolina Rules of Civil Procedure.

SCOTT AND CORLEY, P.A.



Ronald C. Scott (rons@scottandcorley.com), SC Bar #4996
Reginald P. Corley (reggiec@scottandcorley.com), SC Bar #69453
Angelia J. Grant (angig@scottandcorley.com), SC Bar #78334
Jessica S. Corley (jessiac@scottandcorley.com), SC Bar #80470
Allison E. Heffernan (allisonh@scottandcorley.com), SC Bar #68530
Matthew E. Rupert (matthewr@scottandcorley.com), SC Bar #100740
William P. Stork (williams@scottandcorley.com), SC Bar #100242
Louise M. Johnson (ceasiej@scottandcorley.com), SC Bar #16586
Tasha B. Thompson (tashat@scottandcorley.com), SC Bar #76415

ATTORNEYS FOR THE PLAINTIFF

2712 Middleburg Drive, Suite 200
Columbia, SC 29204
803-252-3340

2010 JAN 23 AM 10:45
WANDA C. MILES
CLERK OF COURT
REGISTERED PROPERTY, S.C.

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE, EXCEPT AS STATED BELOW IN THE INSTANCE OF BANKRUPTCY PROTECTION.

IF YOU ARE UNDER THE PROTECTION OF THE BANKRUPTCY COURT OR HAVE BEEN DISCHARGED AS A RESULT OF A BANKRUPTCY PROCEEDING, THIS NOTICE IS GIVEN TO YOU PURSUANT TO STATUTORY REQUIREMENT AND FOR INFORMATIONAL PURPOSES AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHESTERFIELD COUNTY
Court of Common Pleas

William O. Spencer Jr., Lawyer

Case No.2018-000355

JPMorgan Chase Bank,
National Association

Respondent,

v.

Fritz Allen Timmons

Appellant.

RECEIVED
FEB 21 2019
SC Court of Appeals

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by the parties and not any other material in accordance to Rules 209 and 210. Material of the Respondent's Designation of Matter that was not presented to the lower court was not included in the Record of Appeal, Therefore, does not conform to said Rules and was not included. The Respondent has either Purposely or had misunderstood and confused the Record of the Lower Trial Court on Appeal with the Record of the Case.

February 19, 2019



Fritz A. Timmons, Pro Se
P. O. Box 367
Hartsville, SC 29551