

Ex. A

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

2018 SEP -4 AM 9:40

IN THE COURT OF COMMON PLEAS  
NINTH JUDICIAL CIRCUIT

Churchill Park,

JULIE J. RAYMOND  
CLERK OF COURT

BY \_\_\_\_\_

Case File No. 2017-CP-10-04031

*Plaintiff,*

APPEAL BOND

Bond No: 615247894

V.

RECEIVED

NOV 03 2021

Alan Nix and the Estate of Norma J. Nix,

*Defendants,*

SC Court of Appeals

WHEREAS, the Defendants requests the Court accept Defendants 's APPEAL BOND in the above entitled action, staying execution of judgment pending hearing of further motion(s) or pleading(s) by Defendant.

Now, therefore UNITED STATES FIRE INSURANCE COMPANY, as Surety does hereby and pursuant to South Carolina Statutes and Code of Civil Procedure, undertake that the Defendants will pay to the Plaintiff or to party(ies) as named by the Court a sum not to exceed TWENTY THOUSAND AND 00/100\*\*\*(\$20,000.00) for such damages and/or costs as the Court may direct.

This 31<sup>st</sup> day of AUGUST, 2018

Alan Nix



United States Fire Insurance Company



  
C. Poindexter, Attorney-in-Fact



UNITED STATES FIRE INSURANCE COMPANY  
11490 Westheimer Rd. Suite 300 (77077)  
P.O. Box 2807 • Houston, Texas 77252-2807  
713-954-8352 • 800-385-1914 FAX

### SPECIAL POWER OF ATTORNEY

Know All Men By These Presents:

That United States Fire Insurance Company, hereinafter referred to as the Company, in pursuance of authority granted by Resolution adopted by the Board of Directors, does hereby nominate, constitute and appoint Carlyle Taylor Poindexter, Maria de los Angeles Reynoso & Danny Quarella, its true and lawful agent and Attorney-In-Fact to make, execute, seal and deliver, for and on its behalf and as its act and deed, as surety, bonds and contracts of suretyship to be given to all obligees provided that no bond or contract of suretyship executed under this authority shall exceed the sum of: **Unlimited**

Certificate of Resolution:

This power of attorney is granted and is signed and sealed by facsimile under and by the authority of the following By-laws adopted by the Board of Directors of the Company by an unanimous written consent dated as of the 10th day of December 2003.

Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation: (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business, including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements; (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

In Witness Whereof the Company has caused its official seal to be hereunto affixed, and these presents to be signed by its Assistant Vice President and attested by its Assistant Vice President this 19th day of October, 2017.

ATTEST: Kiki Brown  
Kiki Brown  
(Assistant Vice President)



By: Michael P. Ziemer  
Michael P. Ziemer  
(Vice President)

STATE OF TEXAS,  
SS:  
COUNTY OF HARRIS

On this 19th day of October, 2017, before me personally came Michael P. Ziemer to me known, who being by me duly sworn, did depose and say: that he resides in Cypress, in the County of Harris, State of Texas; that he is Vice President of United States Fire Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order, and in his capacity as Vice President.



Daniel Rabenstein  
County of Harris, State of Texas  
My Commission Expires June 04, 2019

I, the undersigned, an Assistant Vice President of United States Fire Insurance Company, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed this 31<sup>st</sup> day of August, 2018



Kiki Brown  
(Assistant Vice President)



## SURETY ONE

SURETY BONDS - FIDELITY BONDS & FINANCIAL GUARANTEE

A MEMBER OF THE POINDEXER GROUP OF COMPANIES

404 AVENIDA DE LA CONSTITUCION, #708  
SAN JUAN, PR 00901

5 W. HARGETT STREET, 4TH FLOOR  
RALEIGH, NC 27601

TELEPHONE  
(787) 333-0222  
(800) 373-2804

FACSIMILE  
(919) 834-7039

WEBSITE  
[WWW.SURETYONE.COM](http://WWW.SURETYONE.COM)

### FEDERAL TREASURY LISTING (T-LIST) OF QUALIFIED SURETIES

#### United States Fire Insurance Company (NAIC #21113)

BUSINESS ADDRESS: 305 Madison Avenue, Morristown, NJ 07962. PHONE: (973) 490-6600. UNDERWRITING LIMITATION b/: \$76,088,000. SURETY LICENSES c, f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Delaware.

#### PLEASE DIRECT ACCOUNTING & COLLATERAL RETURN ENQUIRIES TO:

SURETY ONE, INC. (HQ)  
P.O. Box 37284, Raleigh, NC 27627  
[Underwriting@SuretyOne.com](mailto:Underwriting@SuretyOne.com)  
(800) 373-2804

#### PLEASE DIRECT UNDERWRITING ENQUIRIES TO:

SURETY ONE, INC.  
404 Ave. de la Constitución, Suite 708, San Juan, PR 00901  
[CPointexter@SuretyOne.com](mailto:CPointexter@SuretyOne.com)  
(787) 333-0222

***Surety One, Inc., . . . national surety  
leader!***

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

CHURCHILL PARK,

Plaintiff,

vs.

ALAN G NIX, NORMA J NIX and the  
ESTATE OF NORMA J NIX,

Defendants.

IN THE COURT OF COMMON PLEAS  
THE NINTH JUDICIAL CIRCUIT

CASE NUMBER: 2017-CP-10-04031

and  
2014-CP-10-05407

**CERTIFICATE OF SERVICE**

2018 SEP 14 AM 9:40  
CLERK OF COURT  
JUDICIAL CIRCUIT 9  
BY

The undersigned hereby certifies that on the 1<sup>st</sup> day of September 2018, a copy of the appeal bond required by Judge Scarborough's Order filed June 1, 2018, in the amount of \$20,000 was served upon all parties and/or their respective counsel of record via USPS as follows:

Stephanie C. Trotter, Esq.  
McCabe, Trotter & Beverly, PC  
P.O. Box 212069  
Columbia, SC 29221

Todd M. Musheff, Esq.  
Law Offices of Todd M. Musheff  
1121 Park West Blvd, Ste B, #148  
Mount Pleasant, SC 29466

Judge Scarborough  
Master in Equity, Charleston County  
100 Broad St., Suite 266  
Charleston, SC 29401

Sarah Schreiber, Esq.  
Charleston Legal Access  
1630 Meeting St.  
Charleston, SC 29405

Sally Newman, Esq.  
Charleston Legal Access  
1630 Meeting St.  
Charleston, SC 29405

Churchill Park and Cedar Managemen  
P.O Box 26844  
P.O Box 26844  
Charlotte, NC 28221

By: *Alan G Nix*  
Alan G Nix  
1401 Densmore Circle  
Mount Pleasant, SC 29466  
(843) 991-4170  
alan.g.nix@gmail.com

Ex. B

2021A1010200476 2021A1010200475  
2021A1010200444

CRIMINAL CHARGING DOCUMENT NO.

**BAIL PROCEEDING  
FORM II**

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

COURT OF GENERAL SESSIONS

STATE OF SOUTH CAROLINA

ORDER SPECIFYING METHODS AND CONDITIONS OF RELEASE

ALAN GREGORY NIX  
NAME OF DEFENDANT

Offense Charged: TRESPASS AFTER NOTICE / RESISTING ARREST / INTIMIDATION OF COURT OFFICIAL JURORS OR WITNESS

At a bail proceeding conducted by the undersigned judge, for the defendant named above, it was determined by the court (check one or both):

- The release of the defendant on recognizance will not reasonably assure his appearance as required.
- The release of the defendant on recognizance will result in an unreasonable danger to the community.

This determination was based upon the following findings of fact: ←

[Considerations: Nature and circumstances of the offense charged, the defendant's family ties, employment, financial resources, character and mental condition, the length of his residence in the community, his record of convictions, and any record of flight to avoid prosecution or failure to appear at other court proceedings.]

**THEREFORE, IT IS HEREBY ORDERED:**

1. That the above named defendant be released from custody on the condition that he will personally appear before the designated court at the place, date and time required to answer the charge made against him and do what shall be ordered by the court and not depart the State without the permission of the court and be of good behavior.
2. That the above named defendant be released from custody provided as follows (check all that apply):

**CASH IN LIEU OF BOND**

The defendant, acknowledges himself to be indebted to the State of South Carolina in the sum of \_\_\_\_\_ to secure his release from custody. Should the defendant fail to comply with all terms and conditions of this Order, this sum of money is subject to being forfeited to the State.

**CASH PERCENTAGE IN LIEU OF BOND**

The defendant, acknowledging himself to be indebted to the State of South Carolina in the full amount of \_\_\_\_\_, his release to be obtained by payment to the court of \_\_\_\_\_ % (not to exceed 10%) of the full amount of the bond, deposits \_\_\_\_\_ to secure his release from custody. Should the defendant fail to perform the conditions of this Order, the full amount shall be levied on his real and personal property for the use of the State.

**APPEARANCE RECOGNIZANCE WITH SURETY**

The defendant will provide good and sufficient surety approved by the court, in the form hereinafter set forth in this Order, acknowledging an indebtedness to the State in the amount of \$65,440.00.

3. That the defendant shall appear at (check one):

the term of COURT OF GENERAL SESSIONS beginning on Upon Call of Court at 2:00 o'clock, P.M. at CHARLESTON COUNTY JUDICIAL CENTER, 100 BROAD STREET, CHARLESTON and remain there throughout that term of court. If no disposition is made during that term, the defendant shall appear and remain throughout each succeeding term of court until final disposition is made of his case, unless otherwise ordered by the court.

the session of Summey: 6185 Rivers Ave., Ste E, N. Chas. beginning on Friday, March 19, 2021 at 10 o'clock, A.M. If no final disposition is made during that session, the defendant shall appear at such other times and places as ordered by the court.

INITIALS OF DEFENDANT AN

4. That the defendant will notify the court promptly if he changes his address from the one contained in this order and he will comply with those conditions described hereinafter in the Order.

ASJA  
SIGNATURE OF JUDGE: Haselden

January 26, 2021  
DATE

**ACKNOWLEDGEMENT BY DEFENDANT**

I understand that if I violate any condition of this Order, a warrant for my arrest will be issued.

I understand and have been informed that I have a right and obligation to be present at trial and should I fail to attend the court, the trial will proceed in my absence.

It has been explained to me that if I fail to appear before the court as required, a warrant for my arrest will be issued.

ADDRESS _____		SIGNATURE OF DEFENDANT: <u>Alan Gregory Nix</u>
CITY/STATE/ZIP _____	TELEPHONE _____	January 26, 2021
		DATE
SOCIAL SECURITY NUMBER _____	DRIVER'S LICENSE OR ID NUMBER _____	ATTORNEY REPRESENTING ACCUSED (IF KNOWN) _____

**SPECIAL CONDITIONS OF RELEASE**

a.  Placement in custody. The defendant is placed in the custody of: \_\_\_\_\_  
NAME OF PERSON OR ORGANIZATION

ADDRESS \_\_\_\_\_ CITY/STATE \_\_\_\_\_ ZIP \_\_\_\_\_ TELEPHONE \_\_\_\_\_  
who agrees (1) to supervise the defendant as set forth by the court, (2) to use every effort to assure the appearance of the defendant at all scheduled hearings before the court, and (3) to notify the court immediately in the event the defendant violates any conditions of his release or disappears.

SIGNATURE OF CUSTODIAN (IF APPROVED) \_\_\_\_\_ DATE \_\_\_\_\_

b.  Restrictions on Travel, Association or Residence. The defendant will comply with each of the following conditions:

c.  Part-time Release. The defendant will be released from custody from \_\_\_\_\_ o'clock, \_\_\_\_\_ to \_\_\_\_\_ o'clock, \_\_\_\_\_  
on \_\_\_\_\_ on condition that he return to the custody of \_\_\_\_\_  
DATE(S) NAME OF PERSON OR ORGANIZATION  
at \_\_\_\_\_ as designated.  
LOCATION

d.  Other Conditions. The defendant will comply with the following other conditions of release: You will be advised by mail of your next court appearance. It is your responsibility to maintain your current mailing address with the Clerk of Court for General Sessions. **NO CONTACT WITH VICTIMS NOR ANY FAMILY MEMBERS OF THE VICTIM VERBALLY, ELECTRONICALLY, BY PHONE, ON SOCIAL MEDIA OR BY THIRD PARTY, OR IN WRITING. YOU ARE BARRED FROM WITHIN ONE BLOCK OF THE VICTIM'S RESIDENCE, SCHOOL, BUSINESSES AND/OR WORK.**

**THE VICTIM'S ARE AS FOLLOWS: ENTIRE MASTER AND EQUITY OFFICE (CURRENT AND PREVIOUS EMPLOYEES) :**

**LAURA BECK, KATIE BURUNSON, JAN ONEALE HEARN, CINDY YARBOUROUGH, CHRISTINE SMITH, MIKELL SCARBOROUGH, MARTI DENNIS, RYAN CONNOR, SPENCER GILL, JUDY DAWKINS, HUNTER JAMES, BARNWELL RASWELL**

**CHARLESTON COUNTY MAGISTRATE TOM LYNN**

**DEF IS NOT TO POSSESS OR AQUIRE ANY FIREARMS , KNIVES OR WEAPONS OF ANY KIND DURING THE PENDENCY OF THIS CASE. ANY WEAPONS MUST BE TURNED OVER TO ATTORNEY LE, OR FAMILY MEMBERS THAT WILL GO ON RECORD**

**DEF IS NOT TO RETURN TO THE INCIDENT LOCATION**

**DEF IS TO WEAR A GPS MONITOR AND IS NOT TO GO WITHIN A 5 MILE RADIUS OF 1401 DENSMORE CIRCLE. GPS MONITOR DOES NOT PROHIBIT DEF FROM LIVING ANYWHERE IN THE STATE NO CONTACT WITH VICTIMS NOR ANY FAMILY MEMBERS OF THE VICTIM VERBALLY, ELECTRONICALLY, BY PHONE, ON SOCIAL MEDIA OR BY THIRD PARTY, OR IN WRITING. YOU ARE BARRED FROM WITHIN ONE BLOCK OF THE VICTIM'S RESIDENCE, SCHOOL, BUSINESSES AND/OR WORK.**

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**LAURA BECK, KATIE BURUNSON, JAN ONEALE HEARN, CINDY YARBOUROUGH, CHRISTINE SMITH, MIKELL SCARBOROUGH, MARTI DENNIS, RYAN CONNOR, SPENCER GILL, JUDY DAWKINS, HUNTER JAMES, BARNWELL RASWELL**

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**DEF IS TO WEAR A GPS MONITOR AND IS NOT TO GO WITHIN A 5 MILE RADIUS OF 1401 DENSMORE CIRCLE.  
GPS MONITOR DOES NOT PROHIBIT DEF FROM LIVING ANYWHERE IN THE STATE**

**APPEARANCE RECOGNIZANCE WITH SURETY**

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before the undersigned judge the surety named below who acknowledged himself indebted to the State of South Carolina, in the sum of \_\_\_\_\_, such sum to be levied on his real and personal property for the use of the State, should named defendant fail in performing the conditions of this Order.

The surety, being duly sworn, says that he is a resident and free holder within the State and is worth the sum acknowledged and underwritten herein, over all his debts and liabilities, and exclusive of property exempt from execution.

_____ NAME OF SURETY BONDSMAN COMPANY	_____ TELEPHONE	_____ SIGNATURE OF SURETY BONDSMAN
_____ ADDRESS OF SURETY BONDSMAN		
_____ CITY/STATE/ZIP		_____ SIGNATURE OF JUDGE:
_____ NAME OF INSURANCE COMPANY		_____ DATE
_____ ADDRESS OF INSURANCE COMPANY		
_____ CITY/STATE/ZIP		

Form Approved by SC Attorney General  
Section 17-15-40  
March 21, 2012

SCSA §11A (Revised 3/2012)

Ex.C

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

Churchill Park,

Case No.: 2017-CP-10-04031

Plaintiff,

**SUPPLEMENTAL ORDER**

v.

Alan Nix and the Estate of Norma Nix,

Defendants

017990.00025

On November 9, 2017, this Court issued and filed its Order and Judgment of Foreclosure and Sale. Prior to the scheduled sales date, Defendant Alan Nix filed a Notice of Appeal and posted an Appeal Bond staying the foreclosure sale. The South Carolina Court of Appeals dismissed Mr. Nix's appeal and the South Carolina Supreme Court denied Mr. Nix's Petition for Certiorari. Thereafter, on June 27, 2019 the South Carolina Court of Appeals remitted the case back to this court. The Court of Appeals further issued an Order dated July 2, 2020 directing this court add \$1,678.44 to the previous judgment.

This Order is issued for the limited purpose of updating the judgment debt to include interest that has accrued on the previous Judgment of Foreclosure and Sale, the award of costs from the Court of Appeals, and additional attorney's fees incurred since the Judgment of Foreclosure and Sale was entered.

Stephanie Trotter Kellahan, counsel for Plaintiff, submitted an Affidavit of Attorney's Fees and Affidavit of Additional Costs showing attorney's fees of \$86,795.00 and costs of \$978.64 have been incurred since the original Affidavit of Attorney's Fee was entered at trial in this matter.

I find the rates listed on the Affidavit of Attorney's Fees to be reasonable for both the locality and the experience of the professionals involved in this matter.

I further find the time and labor expended by Plaintiff's counsel to be reasonable and necessary in this matter due in large part to the actions of Defendant Alan Nix. Mr. Nix rejected Plaintiff's offer of settlement prior to trial which necessitated Plaintiff's counsel prepare for and participate in pre-trial motions hearings and a one-day trial in this matter. Mr. Nix filed 21 post-trial motions in this matter while simultaneously pursuing an appeal of the final order. Most of these motions were patently frivolous. Mr. Nix issued 62 trial subpoenas and then issued 62 post-trial subpoenas after final judgment had been entered without any legal basis for the same. Including the Supplemental Damages Hearing on August 20, 2020, counsel for Plaintiff has had to attend nine court hearings in this matter. Mr. Nix has persisted in mailing and emailing hundreds of letters and emails to Plaintiff, Plaintiff's counsel, Plaintiff's former counsel, Mr. Nix's neighbors, a multitude of attorneys unrelated to the subject case, various members of the judiciary, various members of law enforcement at various levels, and various political figures. The vast majority of

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these communications were unnecessary and did not further his case in any way. Nonetheless, Plaintiff's counsel was required to review these emails and letters to ensure a response was not appropriate or necessary. Many of these letters and emails were directed at various attorneys employed by McCabe Trotter & Beverly, PC but who had never entered an appearance in this matter. Some of the communications were sent to anyone other than Stephanie Trotter Kellahan, Plaintiff's current counsel of record. Mr. Nix's refusal to appropriately direct these communications required various members of Plaintiff's counsel's law firm to expend time reviewing the communication and redirecting them to Mrs. Kellahan. In addition to the testimony presented in Mrs. Kellahan's affidavit, the court is aware of many of these issues because Mr. Nix included the Master's office in much of the extraneous communications. This Court has received correspondence from Mr. Nix which, when stacked, is over nine (9) inches tall. Additionally, the court has over six inches of transcripts from hearings in this matter. Most of this correspondence consists of attacks on this court and the South Carolina Judiciary. This was not a typical homeowners' association foreclosure.

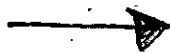
Finally, I find these fees to be reasonable because Plaintiff's counsel has secured the beneficial result of a favorable trial verdict, favorable appellate decision, and resolution of this matter through the sale of the property which was set today.

I find the costs were appropriately incurred in this matter and are appropriately awarded to Plaintiff pursuant to the restrictive covenants for Churchill Park and the criteria of *Dedes v. Strickland*, 414 S.E.2d. 134 (S.C. 1992).

It is therefore, hereby ORDERED that the Order for Judgment of Foreclosure and Sale filed November 9, 2017, is supplemented to reflect the total debt as follows:

(a) Original Judgment .....	\$22,554.97
(b) Post-Interest from 11/10/17 through 8/20/2020 at 18.00% per annum .....	\$11,289.84
(c) Court of Appeals Award.....	\$1,678.44
(d) Additional Costs.....	\$978.64
(e) Additional Attorney's Fees.....	\$86,795.00
+	
TOTAL debt secured by the Declaration, including interest to-date shown .....	\$123,296.89

The foreclosure sale in this matter is scheduled for October 6, 2020 under the terms and conditions listed in the Judgment of Foreclosure and Sale filed November 9, 2017.



The Appeal Bond filed September 4, 2018 in this matter will be addressed post-sale.

Mr. Nix has filed a multitude of post-trial motions in this matter, most of which were filed while the case was on appeal. This court lacked jurisdiction to decide these motions while the case was on appeal. All of these motions are hereby DENIED as I find they are without merit.

**JUDGE'S SIGNATURE PAGE TO FOLLOW**



Charleston Common Pleas

**Case Caption:** Churchill Park VS Alan G Nix , defendant, et al  
**Case Number:** 2017CP1004031  
**Type:** Master/Order/Other

So Ordered

s/Mikell R. Scarborough 3062

# The Supreme Court of South Carolina

**RE: Certification of Compliance with the Coronavirus Aid, Relief, and Economic Security Act in Evictions and Foreclosures Forms**

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ORDER

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The federal Coronavirus Aid, Relief, and Economic Security Act was adopted into law March 27, 2020. The Act includes provisions for a nationwide moratorium on some, but not all, eviction and foreclosure actions.

**I FIND** it is appropriate to ensure that evictions and foreclosures filed in the trial courts of this State comply with the protections provided in the Coronavirus Aid, Relief, and Economic Security Act for certain tenants and homeowners.

Therefore, pursuant to the provisions of Article V, Section 4 of the South Carolina Constitution,

**IT IS ORDERED** that any party pursuing an eviction or foreclosure in a trial court of this State must submit to the court a signed, original Certification of Compliance with the Coronavirus Aid, Relief, and Economic Security Act. For evictions and foreclosures filed on or after the date of this Order, the Certification of Compliance must be submitted along with the initial filing. For evictions and foreclosures filed before the date of this Order, the Certification of Compliance must be filed with the court prior to proceeding with the eviction or foreclosure. If a party required to file a Certification of Compliance neglects to do so the eviction or foreclosure shall terminate without further action taken.

**IT IS FURTHER ORDERED** that magistrate courts statewide shall not issue a writ or warrant of ejection in an eviction action until the party pursuing the eviction has complied with the provisions of this Order.

**IT IS FURTHER ORDERED** that Master-in-Equity courts statewide shall not hold a foreclosure sale, or issue a judgment of foreclosure, writ of assistance, or writ of ejection in a foreclosure action until the party pursuing the foreclosure has complied with the provisions of this Order.

**IT IS FURTHER ORDERED** that the Certification of Compliance with the Coronavirus Aid, Relief, and Economic Security Act in Evictions (SCCA256B) form, and the Certification of Compliance with the Coronavirus Aid, Relief, and

Economic Security Act in Foreclosures (SCCA256A) form are approved for use in the trial courts of this State effective as of the date of this Order.

This Order is effective immediately.

s/Donald W. Beatty  
Donald W. Beatty  
Chief Justice of South Carolina

Columbia, South Carolina  
May 6, 2020

31 October 2021

RECEIVED

NOV 03 2021

SC Court of Appeals

Alan Nix  
1401 Densmore Circle  
Mount Pleasant, SC 29466

Natalie Ham  
Charleston County Attorney  
4045 Bridge View Dr.  
North Charleston, SC 29405

Alan Wilson  
SC Attorney General  
1000 Assembly St.  
Columbia, SC 29201

✓ Jenny Abbott-Kitchings, Clerk of Court  
SC Court of Appeals  
1220 Senate St.  
Columbia, SC 29201

Julie Armstrong, Clerk of Court  
Charleston County  
100 Broad St.  
Charleston, SC 29401

RE: Order to return \$20,000 US Fire Insurance Co. Bond 615247894 filed 4 September 2018

Ladies and Gentleman,

Please find enclosed the following exhibits incorporated by reference into this request letter.

- A. Appeal Bond 615247897 and certificate of service (4 pages)
- B. Bail Proceeding Form II dated 26 Jan 2021 (3 pages)
- C. Supplemental Order dated 21 Aug 2020 (3 pages)
- D. SC Supreme Court Order entitled "*Certification of Compliance with the Coronavirus Aid, Relief, and Economic Security Act in Evictions and Foreclosures Forms*"

U.S. Fire Insurance Company has contacted me several times in the last few months about returning my family's \$20,000 (Twenty thousand dollars) related to appeal bond 615247897. (See Ex. A). We have agreed that a Court Order is required to have this money legally refunded but clearly that seems an intentionally high hurdle to overcome at the moment for numerous reasons, including but not limited to, Haselden's BAIL PROCEEDING FORM II Order dated 26 Jan 2021 (See Ex. B) which makes it illegal for me to contact Scarborough and the entire Charleston County Master and OR In Equity Court

without violating said Order and getting thrown back into the Sheriff Al Cannon Esq. Detention Center, which I assume at this point is a critical part of Charleston County's legal strategy where I am concerned. Given I would prefer not to spend any more time than necessary at the Sheriff Al Cannon Esq. Detention Center than necessary, and especially during the Holidays, I am reaching out to you all for any possible assistance any or all of you can provide to US Fire Insurance Company and I to finally resolve this long outstanding issue without violating Haselden's BAIL PROCEEDING FORM II Order dated 26 Jan 2021. (Please pay close attention to the third person trap included in said BAIL PROCEEDING FORM II Order).

Please take note of the sentence at the bottom of page two of Ex. C which reads "*The Appeal Bond filed September 4, 2018 in this matter will be addressed post-sale*". Now please reference the sentence directly above "*The Appeal Bond*" sentence which reads "*The foreclosure sale in this matter is scheduled for October 6, 2020 under the terms and conditions listed in the Judgement of Foreclosure and Sale filed November 9, 2017.*" Based on these two sentences of this illegal Order which was filed at least a day after the case referenced terminated due to the Churchills and their Attorneys, Directors, Officers, etc lack of compliance with SC Supreme Court Chief Justice Donald Beatty's 6 May 2020 Order included as Ex. D, it seems as if this Appeal Bond 615247894 issue should have been resolved no later than at least a year ago at this point, and most likely over 436 (four hundred thirty six days) ago. As I'm sure you all are aware, the stock market has set numerous new records during these past 436 plus days, of which this twenty thousand dollars obviously didn't profit from, at least not where my family's financial security is concerned.

Given Scarborough has numerous legal and ethical issues with these cases, including but not limited to signing the deed to my family's home on 23 October 2020 when only five percent had been paid by the still non compliant bidder, and I can not contact him or anyone in the Charleston County Master and OR in Equity Office without getting thrown back into the Sheriff Al Cannon Esq. Detention Center for an indeterminate amount of time, US Fire Insurance Company and I would appreciate any help any of you could provide in getting an Order entered in these cases which would legally authorize US Fire Insurance Company to refund the \$20,000 (twenty thousand dollars) which they have been in possession of for over three years and two months at this point.

If anyone would like for me to write a draft Order for some unconflicted judge to sign to finally wrap this issue up, please just let me know. Based on my last discussion with US Fire Insurance Company about this ongoing issue, I believe we would like to try fully resolve this issue at least by Thanksgiving of this year. Providing for fifteen days for the Churchills and their Attorneys, Officers, Directors, Managers, etc. to reply with their support or objections to this proposal, that most likely provides for about ten days before Thanksgiving to bring this issue to a proper conclusion.

Thank you in advance for any and all assistance any of you or your organizations can provide related to finally bring this extremely delinquent and costly issue to a close. US Fire Insurance Company's address is below for everyone's convenience.

Best regards,



Alan Nix

cc.

Todd Musheff  
Law Offices of Todd Musheff  
1121 Parkwest Blvd., Ste. 148B  
Mt. Pleasant, SC 29466

McCabe & Trotter  
McCabe, Trotter & Tomlin  
4500 Fort Jackson Blvd.  
Columbia, SC 29209

"Churchill Park"  
c/o Regus  
1320 Main St., Ste. 300  
Columbia, SC 29201

Churchill Park Homeowners' Association, Inc.  
c/o Cedar Management Group, LLC  
P.O. Box 26844  
Charlotte, NC 28221

Sarah Schreiber  
Charleston Legal Access  
3775 Spruill Ave., Ste. B  
North Charleston, SC 29405

US Fire Insurance Co.  
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Morristown, NJ 07960



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JENNY ASBROT - KITCHINGS  
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