

**THE STATE OF SOUTH CAROLINA
In The Supreme Court**

RECEIVED

DEC 30 2021

SC Court of Appeals

**APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas**

**The Less Than Honorable Mikell Scarborough and
The Honorable? Maite Murphy**

**Case Nos.: 2017-CP-10-04031 and
2014-CP-10-05407 and
2018-CP-10-03315**

Appellate Case No. 2021-00074

Alan G. Nix, Norma J. Nix and the Estate of Norma J. Nix,

Appellants,

v.

**Churchill Park,
(not to be confused with the Real Party in
Interest, Churchill Park Homeowners'
Association, Inc.)**

Respondent,

**APPELLANTS' MOTION FOR SUPREME COURT TO CERTIFY APPEAL FROM
COURT OF APPEALS**

Appellants, by way of this motion, ask the Supreme Court to certify the above cited case for decision by the Supreme Court of South Carolina vice the Court of Appeals.

A more detailed memorandum of support for this motion will be filed the week of 3 January 2022, but as a preliminary matter, Appellant Alan Nix asserts that the SC Court of Appeals / SC Court of Appeals Clerk of Court's Office has engaged in a pattern of conduct which raises serious questions about its independence and neutrality to properly hear this case, or for that matter, any other related case.

A few examples of such questionable conduct are:

1. delaying the start of the Appeal for almost four months. Filed 19 January 2021, started 14 May 2021
2. improperly changing the respondent parties based on a letter, not a motion, from McCabe, Trotter & Musheff
3. refusing to correct the respondent parties when requested to do so via motion filed by appellants
4. starting the appeal on the same exact date (14 May 2021) that a mortgage was signed by Butler and College on the Nix Family Home after MP Morris and State Street Holdings (Co.) LLC flipped the Nix's Family Home on 12 May 2021
5. refusing to timely rule on motions for permission to file Rule 60(b) motions in Charleston County. At this point, this ongoing refusal appears to be intentional and designed with the purpose of obstructing Appellants' ability to solve obvious issues at the lower court level and prevent a successful appeal, assuming an appeal is even required.

Given Appellant Alan Nix only became aware of Chief Justice Beatty's 6 May 2020 Order entitled "*RE: Certification of Compliance with the Coronavirus Aid, Relief, and Economic Security Act in Evictions and Foreclosure Forms*" in August of 2021, as well as almost certainly confirming recently that "Churchill Park" and McCabe, Trotter and Musheff has never filed a signed, original form SCCA256A for this case, it appears that Scarborough lacked jurisdiction to take any of the actions he took starting on or about 12 August 2020. Consequently, for both judicial economy's sake as well as to more expeditiously resolve these simple issues so that the Nix Family is no longer homeless, Appellants request the Supreme Court take this appeal from the Court of Appeals, toll the one year limitation for filing a Rule 60(b) motion due to the Court

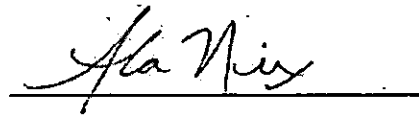
of Appeals obstructive actions in this case, and grant Appellant's two previously filed motions to file Rule 60(b) motions in Charleston County.

WHEREFORE, Appellants respectfully requests this Court:

1. Enter an Order certifying appellate case 2021-00074 as a case to be decided by the SC Supreme Court
2. Toll the one year limitation to file a Rule 60(b) motion in Charleston County due to the SC Court of Appeals improper delays.
3. Grant Appellants' two previously filed motions for permission to file Rule 60(b) motions in Charleston County. (5 October 2021 and 7 December 2021)
4. Any other and further relief as the Court deems just, prudent and proper.

December 30, 2021

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Alan Nix", is written over a horizontal line.

Alan G. Nix
1401 Densmore Circle
Mount Pleasant, SC 29466
(843) 991-4170

The Supreme Court of South Carolina

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

ORDER

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 ejectment 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 ejectment 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

Ex. B

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

Park West Master Association, Inc.

Plaintiff,

v.

Chad Thursby

Defendant(s)

**CERTIFICATION OF COMPLIANCE
WITH THE CORONAVIRUS AID,
RELIEF, AND ECONOMIC SECURITY
ACT
(FORECLOSURES)**

017495.00115

My Name is: Stephanie Trotter Kellahan.

I am an authorized agent of the Plaintiff in the foreclosure case described at the top of this page. I am capable of making this certification. The facts stated in the certification are within my personal knowledge and are true and correct.

1. Verification

Pursuant to the South Carolina Supreme Court Administrative Orders 2020-04-30-02 and 2020-05-06-01 and based upon the information provided by the Plaintiff and/or its authorized servicer as maintained in its case management/database records, the undersigned makes the following certifications:

Plaintiff is seeking to foreclose upon the following property:

1200 Willoughby Lane, Mount Pleasant, SC 29466

I verify that this property and specifically the mortgage loan subject to this action (*check one*):

- is NOT a "Federally Backed Mortgage Loan" as defined by § 4022(a)(2) of the federal Coronavirus Aid, Relief, and Economic Security Act.
- is a "Federally Backed Mortgage Loan" as defined by § 4022(a)(2) of the federal Coronavirus Aid, Relief, and Economic Security Act. Specifically, the foreclosure moratorium cited in Section 4022(c)(2) of the CARES Act has expired as of May 18, 2020, and the property and mortgage are not currently subject to a forbearance plan as solely defined in Sections 4022(b) and (c) of the CARES Act.

Please identify which database or the other information you have used to determine that the property does not have a federally backed mortgage loan or federally backed multifamily mortgage loan:

This is the foreclosure of an unpaid property owners' association assessment lien and is, to the best of my knowledge, not subject to the CARES Act.

2. Declaration:

I certify that the foregoing statements made by me are true and correct. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment by contempt.

My name is: Stephanie Trotter Kellahan
First Middle Last

My address is: 4500 Fort Jackson Blvd. # 250 Columbia SC 29209
Street Address & Unit No. (if any) City State ZIP

Signed on: September 4, 2020 in Richland County, South Carolina.

/s Stephanie Trotter Kellahan
Stephanie Trotter Kellahan (SC Bar #77680)
Attorney for Plaintiff

Ex. C



PGS:

4

Prepared by:
MP Morris Law Firm, P.A.
336 Old Chapin Rd.
Lexington, S.C. 29072

STATE OF SOUTH CAROLINA

TITLE TO REAL ESTATE

COUNTY OF CHARLESTON

KNOW ALL MEN BY THESE PRESENTS that State Street Holdings, LLC, hereinafter referred to as "Grantor" for and in consideration of the sum of Five Hundred Fifteen Thousand and 00/100 Dollars (\$515,000.00) to it in hand paid at and before the sealing of these presents by Taryn J. Lazroff and Michael J. Lazroff, hereinafter referred to as "Grantees", in the state aforesaid, the receipt whereof is hereby acknowledged, have granted bargained, sold and released, and by these presents do grant, bargain, sell, convey and release unto Taryn J. Lazroff and Michael J. Lazroff, as joint tenants with right of survivorship and not as tenants in common, their heirs and assigns forever, the following described real property:

All that certain piece, parcel, or lot of land, together with the improvements thereon, situate, lying and being in the Town of Mount Pleasant, County of Charleston, State of South Carolina, and being more particularly shown and delineated as Lot "22" on that certain Plat by Southeastern Surveying, Inc., entitled "A Final Subdivision Plat Of Churchill Park, Phase III, Parcel 10, Park West, Owned By C. Richard Dobson Builders, Inc., located in the Town Of Mount Pleasant, Charleston County, South Carolina," dated December 31, 1999 and recorded in Plat Book ED at Page 904, in the Office of the Register of Deeds for Charleston County, South Carolina.

Subject to any and all easements, restrictions, rights-of-way or other zoning ordinances which may appear of record in Charleston County.

TMS NO.: 598-03-00-096

Derivation: This being the same property conveyed to Alan G. Nix and Norma J. Nix by deed of C. Richard Dobson Builders, Inc dated July 13, 2001 and recorded July 17, 2001 in the Office of the Register of Deeds for Charleston County in Book C377 at Page 591. Thereafter, conveyed to State Street Holdings, LLC by deed of Mikell R. Scarborough, as Master in Equity for Charleston County dated October 23, 2020 and recorded December 9, 2020 in the Office of the Register of Deeds for Charleston County in Book 0941 at Page 914.

Property and Grantees' Address: 1401 Densmore Circle, Mt. Pleasant, SC 29466

SJL-21-1356 SF
Butler and College, LLC
Attorneys at Law
1055D North Main Street
Summerville, SC 29483

TOGETHER with all and singular, the rights, members, hereditaments appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the said Grantees, their heirs and assigns forever.

AND the said Grantor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the said premises unto the said Grantees, Grantees' heirs and assigns, against Grantor and Grantor's heirs and against every person whosoever lawfully claiming or to claim the same, or any part thereof.

WITHIN THIS INSTRUMENT, all references to the Grantor and the Grantees shall include the singular and plural, and any gender shall include all genders, including the neuter. Such words of inheritance shall be applicable as are required by the applicable gender of the Grantees and/or Grantor.

IN WITNESS WHEREOF, the undersigned Grantor, have caused these presents to be executed this 12th day of May, in the year of our Lord, Two Thousand Twenty-One.

STATE STREET HOLDINGS, LLC

Rachel Filer
BY: Rachel Filer
ITS: Member

SIGNED, SEALED AND DELIVERED in the Presence of:

Olivia A. Jordan
Sign
Olivia A. Jordan
Print

Michael P. Morris
Sign
Michael P. Morris
Print

STATE OF SOUTH CAROLINA

COUNTY OF Lexington

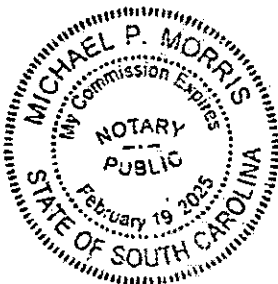
(1003-21104)

ACKNOWLEDGEMENT

The undersigned, Notary Public for the State of South Carolina, does hereby certify that State Street Holdings, LLC, Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand this 12th day of May, 2021

Michael P. Morris
Michael P. Morris (Print)
Notary Public for South Carolina
My commission expires: 2/19/2025



STATE OF SOUTH CAROLINA)
) AFFIDAVIT
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by State Street Holdings, LLC TO Michael Lazroff and Taryn Lazroff on 14th day of May, 2021.
3. Check one of the following: The deed is:
(a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$515,000.00
(b) _____ The fee is computed on the fair market value of the realty, which is n/a
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DHEC Recording Fee is computed as follows.
(a) \$ 515,000.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$ 515,000.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as
CHECK ONE: Grantor _____ Grantee _____ or Legal Representative ✓
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

[Signature]
SIGNATURE OF GRANTOR, GRANTEE OR
LEGAL REPRESENTATIVE [CIRCLE ONE]

SWORN to before me this
14th day of May, 2021

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 11/19/2028

JONATHAN TORPEY
NOTARY PUBLIC
My Commission Expires
November 19, 2028
SOUTH CAROLINA

RECORDER'S PAGE



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

Filed By:

BUTLER & COLLEGE, LLC (BOX)

RECORDED		
Date:	July 28, 2021	
Time:	11:35:42 AM	
<u>Book</u>	<u>Page</u>	<u>DocType</u>
1017	934	Deed
Michael Miller, Register Charleston County, SC		

MAKER:

STATE STREET HOLDINGS

Note:

RECIPIENT:

LAZROFF TARYN J AL

of Pages:

Original Book:

Original Page:

Recording Fee	\$ 15.00
State Fee	\$ 1,339.00
County Fee	\$ 566.50
Extra Pages	\$ -
Postage	\$ -
Chattel	\$ -
TOTAL	\$ 1,920.50

AUDITOR STAMP HERE

RECEIVED From ROD

Aug 19, 2021

Peter J. Teckienburg

Charleston County Auditor

PID VERIFIED BY ASSESSOR

REP JBA

DATE 08/19/2021

4

DRAWER
CLERK



1017
Book



934
Page



07/28/2021
Recorded Date



4
Pgs



Original Book



Original Page



D
Doc Type



11:35:42
Recorded Time

Ex. D



BP1017932

PGS:

3

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that We, **MICHAEL LAZROFF AND TARYN LAZROFF** have made, constituted and appointed, and by these presents do make, constitute and appoint **RYAN BUTLER or ANDREW W. COLLEGE or SARAH M. SMITH or CHRISTOPHER GRACE or JAMES R. RHYNE, JR. or SYDNEY K. SEIDENBERG or KATIE GRAVES**, our true and lawful attorney for us and in our name and stead, to conclude the purchase of the below described property at a sales price of **FIVE HUNDRED FIFTEEN THOUSAND AND 00/100 (\$515,000.00) DOLLARS** for Lot 22 Churchill Park @ Park West Subdivision, Charleston County, TMS No.: 598-03-00-096 and more commonly referred to as 1401 Densmore Circle, Mount Pleasant, SC 29466, and all improvements thereon, and to execute and deliver all instruments necessary for the completion of said transaction, including specifically, the power to execute and deliver the note and mortgage, to endorse any checks made out to our order, and to sign any and all RESPA forms, and/or other closing documents.

GIVING AND GRANTING unto our attorney by these presents, full power and authority in and about the premises for us and in our name, to do and execute the same as fully and amply to all intents and purposes as we might or could do if we were personally present, or if the matter requires more special authority that is hereby given, and we hereby ratify and confirm all and whatsoever our said attorney shall lawfully do in and about the premises by virtue thereof.

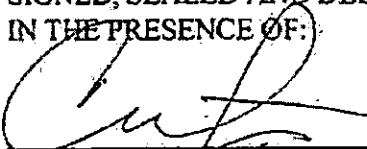
No person who may act in reliance upon the representations of our attorney-in-fact for the scope of authority granted to the attorney-in-fact shall incur any liability as to us or to our estate as a result of permitting the attorney-in-fact to exercise this authority, nor is any such person who deals with our attorney-in-fact responsible to determine or ensure the proper application of funds or property.

SVL-213505F
Butler and College, LLC
Attorneys at Law
1055D North Main Street
Summerville, SC 29483

We hereby agree and represent to those persons dealing with our said agent and attorney that this Power of Attorney shall not terminate on disability or incompetence of the principal and may be voluntarily revoked only by a written instrument of revocation filed of record in the Office of the ROD for Dorchester County, South Carolina, except that, if this Power of Attorney has not been sooner revoked, it shall in any event be automatically revoked and terminated and shall become null and void and without any further action at 11:59 p.m., E.S.T., on the 31st day of August, 2021.

IN WITNESS WHEREOF, we have hereunto set our Hand and Seal this 11 day of may, in the Year of Our Lord Two Thousand Twenty-One (2021).

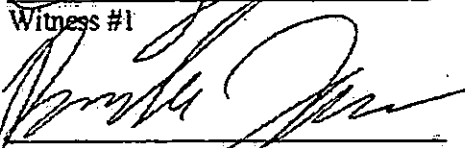
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



Witness #1



MICHAEL LAZROFF



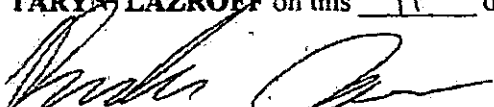
Witness #2



TARYN LAZROFF

STATE OF Ohio)
COUNTY OF Fairfield)

THE foregoing instrument was acknowledged before me by MICHAEL LAZROFF AND TARYN LAZROFF on this 11 day of may, 2021.



(SEAL)
Notary Public for the State of Ohio
My commission expires: 04/07/2025



BRANDON JAMES
NOTARY PUBLIC
STATE OF OHIO
My Commission
Expires
April 7, 2025

RECORDER'S PAGE



NOTE: This page MUST remain with the original document

Filed By:

BUTLER & COLLEGE, LLC (BOX)

RECORDED		
Date:	July 28, 2021	
Time:	11:34:58 AM	
Book	Page	DocType
1017	932	P/Atty
Michael Miller, Register Charleston County, SC		

MAKER:

LAZROFF MICHAEL AL

of Pages: 3
of Sats: # of References:

Note:

RECIPIENT:

BUTLER RYAN AL

Recording Fee \$ 25.00
Extra Reference Cost \$ -
Extra Pages \$ -
Postage \$ -

Original Book:

Original Page:

TOTAL \$ 25.00

DRAWER Drawer 8
CLERK ANF



1017
Book



932
Page



07/28/2021
Recorded Date



3
Pgs



Original Book



Original Page



D
Doc Type



11:34:58
Recorded Time

Ex E

After Recording Return To:
ATTN: BETTER MORTGAGE POST-CLOSING BMC(101)
2704 ALT 19 NORTH
PALM HARBOR, FLORIDA 34693
Loan Number: 1523227622



PGS:
19

[Space Above This Line For Recording Data]

MORTGAGE

MIN: 100529000001982230

MERS Phone: 888-679-6377

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 MAY 14, 2021 together with all Riders to this document.
- (B) "Borrower" is MICHAEL LAZROFF AND TARYN LAZROFF AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP, AND NOT AS TENANTS IN COMMON

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.

(D) "Lender" is BETTER MORTGAGE CORPORATION, ISAOA

Lender is a CALIFORNIA CORPORATION organized and existing under the laws of CALIFORNIA

Lender's address is 3 WORLD TRADE CENTER, 175 GREENWICH STREET, 59TH FLOOR, NEW YORK, NEW YORK 10007

(E) "Note" means the promissory note signed by Borrower and dated MAY 14, 2021. The Note states that Borrower owes Lender FOUR HUNDRED TWELVE THOUSAND AND 00/100 Dollars (U.S. \$ 412,000.00) plus interest.

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JUNE 1, 2051

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

Mortgage Lender/Servicer: BETTER MORTGAGE CORPORATION NMLS # 330511

*DocMagic
SVL 21.1356 SF
Butler and Colledge, LLC
Attorneys at Law
1055D North Main Street
Summerville, SC 29483

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note; and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan; and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the

COUNTY
[Type of Recording Jurisdiction]

of

CHARLESTON COUNTY
[Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N.: 598-03-00-096

which currently has the address of

1401 DENSMORE CIR

[Street]

MOUNT PLEASANT
[City]

, South Carolina

29466

[Zip Code]

("Property Address"):

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property; and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of

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 §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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Taryn Lazroff by
James R. Rhyne, Jr. Attorney in Fact (Seal)
 TARYN LAZROFF BY JAMES R. RHYNE, JR.,
 ATTORNEY-IN-FACT -Borrower

Michael Lazroff by
James R. Rhyne, Jr. Attorney in Fact (Seal)
 MICHAEL LAZROFF BY JAMES R. RHYNE, JR.,
 ATTORNEY-IN-FACT -Borrower

Signed, sealed and delivered in the presence of:

[Signature]

 Witness

[Signature]

 Witness

[Space Below This Line For Acknowledgment]

State of SOUTH CAROLINA

County of Dorchester

The foregoing instrument was acknowledged before me this 14th day of May 2021
(date)

by TARYN LAZROFF BY JAMES R. RHYNE, JR., ATTORNEY-IN-FACT AND MICHAEL LAZROFF BY JAMES R. RHYNE, JR., ATTORNEY-IN-FACT

(names of person acknowledging)

SHANNA FORD

NOTARY PUBLIC
My Commission Expires
May 13, 2030

SOUTH CAROLINA
(Seal of State)

Signature of Person Taking Acknowledgment

Title or Rank

Serial Number, if any

State of SOUTH CAROLINA

Dorchester County

I certify that David Collins
(name of subscribing witness)

personally appeared before me this day and certified to me under oath or by affirmation that he or she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either witnessed

TARYN LAZROFF BY JAMES R. RHYNE, JR., ATTORNEY-IN-FACT AND MICHAEL LAZROFF BY sign the foregoing document
(name of principal)

or witnessed TARYN LAZROFF BY JAMES R. RHYNE, JR., ATTORNEY-IN-FACT AND MICHAEL LAZROFF BY JAMES R.
(name of principal)

acknowledge his or her signature on the already-signed document.

Date: 5-14-2021

(Signature of Notary)

SHANNA FORD

NOTARY PUBLIC
My Commission Expires
May 13, 2030

(Notary's Printed or Typed Name)

SOUTH CAROLINA
(Official Seal)

Notary Public for South Carolina

My Commission Expires: 5-13-2030

Loan Originator: AARON STAMPER, NMLS ID 1975512
Loan Originator Organization: BETTER MORTGAGE CORPORATION, NMLS ID 330511

EXHIBIT A

ALL that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being in the Town of Mount Pleasant, County of Charleston, State of South Carolina, and being more particularly shown and delineated as Lot 22 on that certain plat by Southeastern Surveying, Inc., entitled "A FINAL SUBDIVISION PLAT OF CHURCHILL PARK, PHASE III, PARCEL 10, PARK WEST, OWNED BY C. RICHARD DOBSON BUILDERS, INC., LOCATED IN THE TOWN OF MOUNT PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA," dated December 31, 1999, and recorded in Plat Book ED at page 904, in the ROD Office for Charleston County.

BEING the same property conveyed to Michael Lazroff and Taryn Lazroff by deed of State Street Holdings, LLC dated May 12, 2021 to be recorded in the Office of the ROD for Charleston County simultaneously herewith.

TMS NO.: 598-03-00-096

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 14th day of MAY, 2021, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to BETTER MORTGAGE CORPORATION, A CALIFORNIA CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1401 DENSMORE CIR, MOUNT PLEASANT, SOUTH CAROLINA 29466
[Property Address]

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

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

PARK WEST
[Name of Planned Unit Development]

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

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

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

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and

Mortgage Lender/Service: BETTER MORTGAGE CORPORATION NMLS # 330511

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

Taryn Lazroff by
James R. Rhyne, Jr. Attorney in Fact (Seal)
TARYN LAZROFF BY -Borrower
JAMES R. RHYNE, JR.,
ATTORNEY-IN-FACT

Michael Lazroff by
James R. Rhyne, Jr. Attorney in Fact (Seal)
MICHAEL LAZROFF BY -Borrower
JAMES R. RHYNE, JR.,
ATTORNEY-IN-FACT

Ex. F



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
CHIEF DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1690
FAX: (803) 734-1638
www.sccourts.org

May 14, 2021

Alan G. Nix
1401 Densmore Circle
Mount Pleasant SC 29466

Re: Churchill Park v. Alan Nix
Appellate Case No. 2021-000074

Dear Mr. Nix:

This Court has received your notice of appeal, and the case has been assigned the appellate case number that appears above. Please use this number on all future correspondence relating to this matter.

All parties to this matter are advised that all filings must comply with the requirements of Rule 267 of the South Carolina Appellate Court Rules (SCACR). The SCACR are available online at www.sccourts.org/courtreg. Additionally, any filings submitted by counsel admitted in South Carolina must include counsel's bar number.

The attention of the parties is directed to the order relating to the inclusion of personal data identifiers and other sensitive information in documents filed with the Supreme Court of South Carolina and the South Carolina Court of Appeals. The order can be found at www.sccourts.org/courtOrders/displayOrder.cfm?orderNo=2014-04-15-02. Please note that the responsibility for insuring that information is redacted or sealed as required by this order rests with counsel and the parties. This office will *not* review filings for redaction or to determine if materials should be sealed.

This is to advise that the title in the above matter has been changed to read as follows:

Churchill Park, Plaintiff,

v.

Alan G. Nix and the Estate of Norma J. Nix, Appellants,

AND

State Street Holdings, LLC, Respondent.

All future records in this matter should be changed to reflect this title. If you have any questions, please do not hesitate to contact this office.

Very truly yours,

A handwritten signature in cursive script that reads "Catherine J. Flannery, deputy". The signature is written in dark ink and is positioned above the printed title "CLERK".

CLERK

cc: Michael P Morris, Esquire



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
CHIEF DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1830
FAX: (803) 734-1839
www.sccourts.org

May 14, 2021

Mrs. Stephanie Trotter Kellahan, Esquire
PO Box 212069
Columbia SC 29221

Re: Churchill Park v. Alan Nix
Appellate Case No. 2021-000074

Dear Counsel:

Thank you for your letter dated February 1, 2021. Our records have been updated.

Very truly yours,

A handwritten signature in cursive script that reads "Catherine J. Jamison, deputy clerk".

CLERK

cc: Alan G. Nix
Michael P Morris, Esquire

THE STATE OF SOUTH CAROLINA
In The Supreme Court

RECEIVED

DEC 30 2021

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

SC Court of Appeals

The Less Than Honorable Mikell R. Scarborough, Master in Equity

Case No. 2014-CP-10-05407
2017-CP-10-04031
2018-CP-10-03315

Appellate Case No. 2021-00074

Alan G. Nix, Norma J. Nix and the Estate of Norma J. Nix,

Appellants,

v.

Churchill Park,

Respondent,

PROOF OF SERVICE

The undersigned certifies that a copy of Appellant Alan Nix's motion for the SC Supreme Court to certify appellate case 2021-00074 for decision vice the SC Court of Appeals has been served upon the individuals listed below by mailing or hand delivering a copy of the same, postage prepaid, in the United States Mail, addressed as shown, this 30th day of December 2021 to:

McCabe & Trotter

Todd M. Musheff, Esq.

McCabe, Trotter & Beverly, P.C.
4500 Fort Jackson Blvd.
Columbia, SC 29209

Law Offices of Todd M. Musheff
1121 Park West Blvd., Ste. B148 (Pak Mail)
Mount Pleasant, SC 29466

M.P. Morris
M.P. Morris Law Firm
336 Old Chapin Rd.
Lexington, SC 29072

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

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

Alan Wilson
SC Attorney General
1000 Assembly St.
Columbia, SC 29201
(also Scarborough's attorney?)

Ryan Butler & Andrew College
Butler & College LLC
501 Belle Hall Parkway, Ste. 101
Mt. Pleasant, SC 29464

Rep. Ryan McCabe
SC House of Representatives
320A Blatt Bldg.
Columbia, SC 29201

Anne Smith
SC Insurance Reserve Fund
1201 Main St., Ste. 500.
Columbia, SC 29201

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

✓ Jennie Abbott-Kitchings
Clerk, SC Court of Appeals
1220 Senate St.
Columbia, SC 29210

Scarlett Wilson
Charleston County Solicitor
101 Meeting St.
Charleston, SC 29401

John Nichols
Office of Disciplinary Counsel
1220 Senate St.
Columbia SC 29201

Michael and Taryn Lazroff
1401 Densmore Circle.
Mt. Pleasant, SC 29466

Allstate Insurance
c/o Rhonda Ferguson, General Counsel
2775 Sanders Road

Barry Barnette
180 Magnolia St., 3rd Floor
Spartanburg, SC 29306

Northbrook, IL 60062

Dated: December 30, 2021

Respectfully submitted,

By:

A handwritten signature in cursive script, appearing to read "Alan Nix", written over a horizontal line.

Alan G. Nix
1401 Densmore Circle
Mount Pleasant, SC 29466
(843) 991.4170

ABBOTT - KITCHINGS
CLERK OF COURT, COURT OF APPEALS

RECEIVED
DEC 30 2021
SC Court of Appeals

30 Dec 2021 @ 1613