

THE STATE OF SOUTH CAROLINA
In The Supreme Court

RECEIVED

FEB 22 2022

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 RECONSIDER MOTION TO
CERTIFY APPEAL FROM COURT OF APPEALS

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

Appellants acknowledge that the previously cited memorandum of support for this motion wasn't filed as timely as initially thought possible, but also notes that the letter provided in early January 2022 asked the Supreme Court to contact the officers of the court that work for the SC Law Enforcement Division and the SC Attorney General's office that have had the exhibits included in this motion to reconsider since last October; provided by email in early October and by USPS in late October.

As previously asserted in the motion from 30 December 2021, Appellant Alan Nix unequivocally asserts that the SC Court of Appeals has engaged in a pattern of conduct which, not only raises serious questions about its independence and neutrality to properly hear this case, but also clearly makes it almost impossible for a reasonable person to view the obviously highly coordinated activities of the parties involved in these exhibits as being anything other than coconspirators in an ongoing scheme to defraud, including but not limited to, members of the South Carolina Court of Appeals. Given Appellant Nix intends to prosecute this conduct as aggressively as possible in both State and Federal court, while also requesting additional investigation by various law enforcement agencies, the South Carolina Court of Appeals has an obvious conflict of interest related to this matter and any other related matters. Thus, Appellant argues that the South Carolina Supreme Court has no alternative but to assume control of this appeal due to the now clearly stated intent of the Appellants to proceed with litigation against these parties, obviously including members of the South Carolina Court of Appeals.

As noted in the 30 December 2021 motion, and now supported with exhibits which clearly lay out a pattern of coordinated conduct involving several members of the Court of Appeals along with other parties involved in this and other appeals, Appellant alleges that the SC Court of Appeals delaying the start of this appeal until 14 May 2021 was clearly not coincidental, but rather an integral part of the scheme involving State Street Holdings, Charleston County, Mikell Scarborough, Michael Morris, Stephanie Trotter, "Churchill Park", Churchill Park Homeowners' Association, Inc. and numerous other parties, including but not limited to, other Charleston County and State of South Carolina agencies.


Given there continues to be zero evidence that McCabe Trotter, Scarborough and "Churchill Park" have ever complied with 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*", Appellant will be proceeding against these parties under the assertion that they lost any semblance of judicial jurisdiction no later than the morning of 20 August 2020 and thus also lack any type of immunity for their willful and coordinated malicious conduct beginning on the morning of 20 August 2020. Appellant argues that this litigation would be most properly commenced as counter claims and cross claims in the underlying actions of this appeal which should have terminated without any further action taken on or before 20 August 2020.

WHEREFORE, Appellants respectfully requests this Court:

1. Enter an Order granting the previously requested motion to certify 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 intentional misconduct and obstruction by members of the SC Court of Appeals.
3. Report any and all conduct that the Court does not clearly believe falls within the scope of judicial jurisdiction to the proper State and Federal law enforcement agencies.
4. Grant Appellants' previous requests for permission to file Rule 60(b) motions in Charleston County.
5. Any other and further relief as the Court deems just, prudent and proper.

February 22, 2022

Respectfully submitted,



Alan G. Nix
c/o Michael and Taryn Lazroff
1401 Densmore Circle
Mount Pleasant, SC 29466
(843) 991-4170

agnix1@hotmail.com

From: agnix1@hotmail.com
Sent: Sunday, October 31, 2021 9:32 PM
To: mkeel@sled.sc.gov; awhitsett@sled.sc.gov; plogan@sled.sc.gov; pahearn@sled.sc.gov; pkeegan@sled.sc.gov; troberton@sled.sc.gov; mprodan@sled.sc.gov
Cc: 'Jeff Young'; awilson@scag.gov; aflynn@irf.sc.gov
Subject: RE: follow up from note to SC Court of Appeals from last week
Attachments: 1401 Densmore 8 thru 18 May 2021.pdf; SLED Joe Dawson apparent intimidation expunge 15 Oct 2021.pdf

Importance: High

Good evening. Hope everyone has had a pleasant and Happy Halloween.

I put two copies of the 3 Oct 2021 email in the USPS to 1000 Assembly St., Columbia, SC addressed to Wilson and Young. I put another two copies in the USPS to 4400 Broad River Rd., Columbia, SC addressed to Keel and Whitsett. I will get another two copies in the USPS ASAP to Logan and Keegan.

Please provide a status update to the 15 Oct 2021 letter related to expunging my apparent intimidation of Joe Dawson, aka "*an attorney that represents the County of Charleston*" as well as the destruction and return of my unlawfully collected DNA.

Best regards,
Alan Nix

From: agnix1@hotmail.com <agnix1@hotmail.com>
Sent: Sunday, October 3, 2021 11:10 AM
To: mkeel@sled.sc.gov; awhitsett@sled.sc.gov; plogan@sled.sc.gov; pahearn@sled.sc.gov; pkeegan@sled.sc.gov; troberton@sled.sc.gov; mprodan@sled.sc.gov
Cc: 'Jeff Young' <JYoung@scag.gov>
Subject: follow up from note to SC Court of Appeals from last week

Chief Keel.

Since I haven't heard from you all yet about that handwritten note I put on your copy of the SC Court of Appeals letter I sent last week, I'm not sure if you all can / have / desire to understand the basis for the allegations. As a reminder, the handwritten note raised serious concerns about the pattern of events in the second and third weeks of May 2021 related to my family's home located at 1401 Densmore Circle, Mt. Pleasant, SC 29466. The same location Agent Keegan and his partner visited on the afternoon of 18 Aug 2020. Due to the size of the attachments, I will have to reply with the second attachment which covers 6 and 7 May 2021. This attachment covers a substantial amount of the pattern of highly suspicious and obviously coordinated activity between 8 and 18 May 2021.

Obviously some of it involves Federal jurisdiction / matters, so reach out to your Federal partners as needed and /or required.

Best regards,
Alan Nix

6 May 2021

Alan Nix
1401 Densmore Circle
Mt. Pleasant, SC 29466

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

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

Churchill Park Homeowners' Association, Inc.
c/o Cedar Management Group / Regus
1320 Main St., Ste. 300
Columbia, SC 29201

Seaboard Station, LLC
c/o Ryan Dukes
521 Caro Ln.
Chapin, SC 29036

MP Morris Law Firm
c/o Michael Morris
336 Old Chapin Rd.
Lexington, SC 29072

State Street Holdings, LLC
c/o Rachel Filer
5101 Forest Dr., Ste. C
Columbia, SC 29206

Lou Brenner, General Counsel
Navy Federal Credit Union
820 Follin Ln SE
Vienna, VA 22180

Nicole Comer, General Counsel
South State / Center State
700 Gervais St.
Columbia, SC 29201

Allstate
Wally Burbage Agency
1655 Savannah Hwy, Unit B
Charleston, SC 29407

Auto Owners Insurance Co.
8625 Mallard Creek Rd.
Charlotte, NC 28262

Adams Property Group
Attn: Adams & Overton
2298 Mount Pleasant St.
Charleston, SC 29403

RE: Copy of first set of liens filed on properties located in the Churchill Park Subdivision in
Mount Pleasant, SC

All,

Please find enclosed copies of the first set of eleven (11) liens filed on properties located in the Churchill Park Subdivision in Mount Pleasant, SC. I currently expect to file approximately ten additional liens on properties in the Churchill Park Subdivision in Mount Pleasant most weeks during the next two months or so.

I do want to point out that the lien amounts specified in this first set of liens is definitely not the ultimate amount sought but given the current situation, I wanted to be as conservative and polite as possible initially to allow the Owners to gradually come to terms with the gravity of the situation.

Additionally, now that Peter McCoy isn't the U.S. Attorney in South Carolina political appointee, I will be filing another complaint / complaints with the Federal authorities before Memorial Day. If any of you decide to take that same course of action related to these matters, I would appreciate being copied on those complaints.

Mr. Wilson, yesterday was your deadline to issue a cease and desist order to "Churchill Park" (incorporated 31 July 2003) for their, among other things, unfair trade practices. Please let me know soonest if you have taken that action yet or if I need to file another law suit next week to help you with that already five month overdue requirement.

Best regards,



Alan Nix

PS. Mr. Greiner and Mr. Wilson, I did not include another copy of the liens in your copy of this letters since you received them previously in other correspondence with the Charleston County Register of Deeds office.

**STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON**

NOTICE OF LIEN

Claimant: Alan G. Nix
Property Owner(s): Churchill Park Homeowners' Association, Inc.
Property Address: Willoughby Ln.
Development / Subdivision / Lot Number: Park West / Churchill Park /
Property Description:

ALL that certain piece, parcel or lot of land, 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 "BUFFER HOA 5,365. SF 0.123 AC", on that certain plat by Southeastern Surveying, Inc., entitled "A FINAL SUBDIVISION PLAT OF CHURCHILL PARK, PHASE I, PARKWEST OWNED BY VENTURE MANAGEMENT OF SOUTH CAROLINA, LLC, LOCATED IN THE TOWN OF MOUNT PLEASANT CHARLESTON COUNTY, SOUTH CAROLINA", dated July 16, 1999, and recorded in Plat Book ED at Page 411, in the RMC Office for Charleston County, South Carolina.

Said lot having such size, shape, dimensions, butting and bounding as will by reference to said plat more fully appear.

DERIVATION:

BEING a portion of the property conveyed to C. Richard Dobson Builders Inc. by deed from Venture Management of South Carolina, LLC dated August 12, 1999 and recorded in the RMC Office for Charleston County in Book C334 at Page 486 on September 9, 1999.

BEING the same property conveyed to Churchill Park Homeowners' Association, Inc. by deed from C. Richard Dobson Builders, Inc. dated August 13, 2003 and recorded in the RMC Office for Charleston County in Book F470 at Page 324 on October 6, 2003.

Tax Map Number: 598-03-00-001
Initial Principal Amount Due as of April 15, 2021: \$13,600.00

NOTICE IS HEREBY GIVEN that by virtue of the service and filing of this Notice of Lien, Alan G. Nix has and claims a lien to secure the payment of obligations due and owing from Churchill Park Homeowners' Association, Inc., a South Carolina Corporation. The initial principal sum of \$13,600.00 does not include interest, costs, attorneys' fees and such other and further related costs, awards and losses accruing after said date from Churchill Park Homeowners' Association, Inc.

(signatures next page)

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

NOTICE OF LIEN

Claimant: Alan G. Nix
Property Owner(s): Churchill Park Homeowners' Association, Inc.
Property Address: Willoughby Ln.
Development / Subdivision / Lot Number: Park West / Churchill Park /
Property Description:

ALL that certain piece, parcel or lot of land, 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 "20' BUFFERYARD (H.O.A.) 0.051 AC 2,236. SF", on that certain plat by Southeastern Surveying, Inc., entitled "A FINAL SUBDIVISION PLAT OF CHURCHILL PARK, PHASE I, PARKWEST OWNED BY VENTURE MANAGEMENT OF SOUTH CAROLINA, LLC, LOCATED IN THE TOWN OF MOUNT PLEASANT CHARLESTON COUNTY, SOUTH CAROLINA", dated July 16, 1999, and recorded in Plat Book ED at Page 411, in the RMC Office for Charleston County, South Carolina.

Said lot having such size, shape, dimensions, butting and bounding as will by reference to said plat more fully appear.

DERIVATION:

BEING a portion of the property conveyed to C. Richard Dobson Builders Inc. by deed from Venture Management of South Carolina, LLC dated August 12, 1999 and recorded in the RMC Office for Charleston County in Book C334 at Page 486 on September 9, 1999.

BEING the same property conveyed to Churchill Park Homeowners' Association, Inc. by deed from C. Richard Dobson Builders, Inc. dated August 13, 2003 and recorded in the RMC Office for Charleston County in Book F470 at Page 324 on October 6, 2003.

Tax Map Number: 598-03-00-008
Initial Principal Amount Due as of April 15, 2021: \$13,600.00

NOTICE IS HEREBY GIVEN that by virtue of the service and filing of this Notice of Lien, Alan G. Nix has and claims a lien to secure the payment of obligations due and owing from Churchill Park Homeowners' Association, Inc., a South Carolina Corporation. The initial principal sum of \$13,600.00 does not include interest, costs, attorneys' fees and such other and further related costs, awards and losses accruing after said date from Churchill Park Homeowners' Association, Inc.

(signatures next page)

DATED this 4th day of May 2021.

Alan G. Nix
Alan G. Nix

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Signature of 1st Witness

[Signature]
Signature of 2nd Witness

STATE OF SOUTH CAROLINA)
COUNTY OF Anderson)

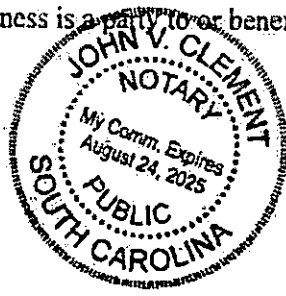
ACKNOWLEDGEMENT

I, the undersigned Notary Public, do certify that Alan G. Nix and the above signed witnesses, who are personally known to me or provided satisfactory evidence of his/her identity, and oath is made that (s)he saw the within named Alan G. Nix, sign the within instrument, that (s)he, with the other witnesses subscribed above, witnessed the execution thereof, and that neither subscribing witness is a party to or beneficiary of the transaction.

Acknowledged, sworn to and subscribed before me)

This, the 4th day of May, 2021)

[Signature]
Notary Public for the State of South Carolina)
My commission expires: 08/24/25)



**STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON**

NOTICE OF LIEN

Claimant: Alan G. Nix
Property Owner(s): Churchill Park Homeowners' Association, Inc.
Property Address: Willoughby Ln.
Development/ Subdivision / Lot Number: Park West / Churchill Park /
Property Description:

ALL that certain piece, parcel or lot of land, 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 "20' BUFFERYARD (H.O.A.) 0.261 AC 11,387", on that certain plat by Southeastern Surveying, Inc., entitled "A FINAL SUBDIVISION PLAT OF CHURCHILL PARK, PHASE I, PARKWEST OWNED BY VENTURE MANAGEMENT OF SOUTH CAROLINA, LLC, LOCATED IN THE TOWN OF MOUNT PLEASANT CHARLESTON COUNTY, SOUTH CAROLINA", dated July 16, 1999, and recorded in Plat Book ED at Page 411, in the RMC Office for Charleston County, South Carolina.

Said lot having such size, shape, dimensions, butting and bounding as will by reference to said plat more fully appear.

DERIVATION:

BEING a portion of the property conveyed to C. Richard Dobson Builders Inc. by deed from Venture Management of South Carolina, LLC dated August 12, 1999 and recorded in the RMC Office for Charleston County in Book C334 at Page 486 on September 9, 1999.

BEING the same property conveyed to Churchill Park Homeowners' Association, Inc. by deed from C. Richard Dobson Builders, Inc. dated August 13, 2003 and recorded in the RMC Office for Charleston County in Book F470 at Page 324 on October 6, 2003.

Tax Map Number: 598-03-00-009
Initial Principal Amount Due as of April 15, 2021: \$13,600.00

NOTICE IS HEREBY GIVEN that by virtue of the service and filing of this Notice of Lien, Alan G. Nix has and claims a lien to secure the payment of obligations due and owing from Churchill Park Homeowners' Association, Inc., a South Carolina Corporation. The initial principal sum of \$13,600.00 does not include interest, costs, attorneys' fees and such other and further related costs, awards and losses accruing after said date from Churchill Park Homeowners' Association, Inc.

(signatures next page)

**STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON**

NOTICE OF LIEN

Claimant: Alan G. Nix
Property Owner(s): Churchill Park Homeowners' Association, Inc.
Property Address: Thayer Pl
Development / Subdivision / Lot Number: Park West / Churchill Park /
Property Description:

ALL that certain piece, parcel or lot of land, 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 "H.O.A. POND 1.962 AC" on that certain plat by Southeastern Surveying, Inc., entitled "A FINAL SUBDIVISION PLAT OF CHURCHILL PARK, PHASE I. PARKWEST OWNED BY VENTURE MANAGEMENT OF SOUTH CAROLINA, LLC, LOCATED IN THE TOWN OF MOUNT PLEASANT CHARLESTON COUNTY, SOUTH CAROLINA", dated July 16, 1999, and recorded in Plat Book ED at Page 411, in the RMC Office for Charleston County, South Carolina.

Said lot having such size, shape, dimensions, butting and bounding as will by reference to said plat more fully appear.

DERIVATION:

BEING a portion of the property conveyed to C. Richard Dobson Builders Inc. by deed from Venture Management of South Carolina, LLC dated August 12, 1999 and recorded in the RMC Office for Charleston County in Book C334 at Page 486 on September 9, 1999.

BEING the same property conveyed to Churchill Park Homeowners' Association, Inc. by deed from C. Richard Dobson Builders, Inc. dated August 13, 2003 and recorded in the RMC Office for Charleston County in Book F470 at Page 324 on October 6, 2003.

Tax Map Number: 598-03-00-031
Initial Principal Amount Due as of April 15, 2021: \$13,600.00

NOTICE IS HEREBY GIVEN that by virtue of the service and filing of this Notice of Lien, Alan G. Nix has and claims a lien to secure the payment of obligations due and owing from Churchill Park Homeowners' Association, Inc., a South Carolina Corporation. The initial principal sum of \$13,600.00 does not include interest, costs, attorneys' fees and such other and further related costs, awards and losses accruing after said date from Churchill Park Homeowners' Association, Inc.

(signatures next page)

DATED this 4th day of MAY 2021.

Alan G. Nix
Alan G. Nix

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Signature of 1st Witness

[Signature]
Signature of 2nd Witness

STATE OF SOUTH CAROLINA)
COUNTY OF Anderson)

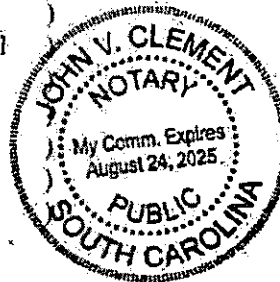
ACKNOWLEDGEMENT

I, the undersigned Notary Public, do certify that Alan G. Nix and the above signed witnesses, who are personally known to me or provided satisfactory evidence of his/her identity, and oath is made that (s)he saw the within named Alan G. Nix, sign the within instrument, that (s)he, with the other witnesses subscribed above, witnessed the execution thereof, and that neither subscribing witness is a party to or beneficiary of the transaction.

Acknowledged, sworn to and subscribed before me)

This, the 4th day of MAY, 2021

[Signature]
Notary Public for the State of South Carolina
My commission expires: 08/24/25



**STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON**

NOTICE OF LIEN

Claimant: Alan G. Nix
Property Owner(s): Churchill Park Homeowners' Association, Inc.
Property Address: Willoughby Ln.
Development / Subdivision / Lot Number: Park West / Churchill Park /
Property Description:

ALL that certain piece, parcel or lot of land, 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 "**EXISTING 55' BUFFER H.O.A. 37,400 SF 0.859 AC**" on that certain plat by Southeastern Surveying, Inc., entitled "A FINAL SUBDIVISION PLAT OF CHURCHILL PARK, PHASE I, PARKWEST OWNED BY VENTURE MANAGEMENT OF SOUTH CAROLINA, LLC, LOCATED IN THE TOWN OF MOUNT PLEASANT CHARLESTON COUNTY, SOUTH CAROLINA", dated July 16, 1999, and recorded in Plat Book ED at Page 411, in the RMC Office for Charleston County, South Carolina.

Said lot having such size, shape, dimensions, butting and bounding as will by reference to said plat more fully appear.

DERIVATION:

BEING a portion of the property conveyed to C. Richard Dobson Builders Inc. by deed from Venture Management of South Carolina, LLC dated August 12, 1999 and recorded in the RMC Office for Charleston County in Book C334 at Page 486 on September 9, 1999.

BEING the same property conveyed to Churchill Park Homeowners' Association, Inc. by deed from C. Richard Dobson Builders, Inc. dated August 13, 2003 and recorded in the RMC Office for Charleston County in Book F470 at Page 324 on October 6, 2003.

Tax Map Number: 598-03-00-032
Initial Principal Amount Due as of April 15, 2021: \$13,600.00

NOTICE IS HEREBY GIVEN that by virtue of the service and filing of this Notice of Lien, Alan G. Nix has and claims a lien to secure the payment of obligations due and owing from Churchill Park Homeowners' Association, Inc., a South Carolina Corporation. The initial principal sum of \$13,600.00 does not include interest, costs, attorneys' fees and such other and further related costs, awards and losses accruing after said date from Churchill Park Homeowners' Association, Inc.

(signatures next page)

**STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON**

NOTICE OF LIEN

Claimant: Alan G. Nix
Property Owner(s): Churchill Park Homeowners' Association, Inc.
Property Address: Knightbridge Ln.
Development / Subdivision / Lot Number: Park West / Churchill Park /
Property Description:

ALL that certain piece, parcel or lot of land, 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 "PARK 18,139 SQ.FT. 0.416 ACRES," on that certain plat by Southeastern Surveying, Inc., entitled "A FINAL SUBDIVISION PLAT OF CHURCHILL PARK, PHASE II, PARCEL 10 PARKWEST OWNED BY C. RICHARD DOBSON BUILDERS, INC., LOCATED IN THE TOWN OF MOUNT PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA", dated December 27, 1999, and recorded in Plat Book ED at Page 903, in the RMC Office for Charleston County, South Carolina.

Said lot having such size, shape, dimensions, butting and bounding as will by reference to said plat more fully appear.

DERIVATION:

BEING a portion of the property conveyed to C. Richard Dobson Builders Inc. by deed from Venture Management of South Carolina, LLC dated August 12, 1999 and recorded in the RMC Office for Charleston County in Book C334 at Page 486 on September 9, 1999.

BEING the same property conveyed to Churchill Park Homeowners' Association, Inc. by deed from C. Richard Dobson Builders, Inc. dated August 13, 2003 and recorded in the RMC Office for Charleston County in Book F470 at Page 324 on October 6, 2003.

Tax Map Number: 598-03-00-033
Initial Principal Amount Due as of April 15, 2021: \$13,600.00.

NOTICE IS HEREBY GIVEN that by virtue of the service and filing of this Notice of Lien, Alan G. Nix has and claims a lien to secure the payment of obligations due and owing from Churchill Park Homeowners' Association, Inc., a South Carolina Corporation. The initial principal sum of \$13,600.00 does not include interest, costs, attorneys' fees and such other and further related costs, awards and losses accruing after said date from Churchill Park Homeowners' Association, Inc.

(signatures next page)

**STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON**

NOTICE OF LIEN

Claimant: Alan G. Nix
Property Owner(s): Churchill Park Homeowners' Association, Inc.
Property Address: Knightbridge Ln.
Development / Subdivision / Lot Number: Park West / Churchill Park /
Property Description:

ALL that certain piece, parcel or lot of land, 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 "POND H.O.A. 38,669 SQ.FT. 0.888 ACRES" on that certain plat by Southeastern Surveying, Inc., entitled "A FINAL SUBDIVISION PLAT OF CHURCHILL PARK, PHASE II, PARCEL 10 PARKWEST OWNED BY C. RICHARD DOBSON BUILDERS, INC., LOCATED IN THE TOWN OF MOUNT PLEASANT CHARLESTON COUNTY, SOUTH CAROLINA", dated December 27, 1999, and recorded in Plat Book ED at Page 903, in the RMC Office for Charleston County, South Carolina.

Said lot having such size, shape, dimensions, butting and bounding as will by reference to said plat more fully appear.

DERIVATION:

BEING a portion of the property conveyed to C. Richard Dobson Builders Inc. by deed from Venture Management of South Carolina, LLC dated August 12, 1999 and recorded in the RMC Office for Charleston County in Book C334 at Page 486 on September 9, 1999.

BEING the same property conveyed to Churchill Park Homeowners' Association, Inc. by deed from C. Richard Dobson Builders, Inc. dated August 13, 2003 and recorded in the RMC Office for Charleston County in Book F470 at Page 324 on October 6, 2003.

Tax Map Number: 598-03-00-059
Initial Principal Amount Due as of April 15, 2021: \$13,600.00

NOTICE IS HEREBY GIVEN that by virtue of the service and filing of this Notice of Lien, Alan G. Nix has and claims a lien to secure the payment of obligations due and owing from Churchill Park Homeowners' Association, Inc., a South Carolina Corporation. The initial principal sum of \$13,600.00 does not include interest, costs, attorneys' fees and such other and further related costs, awards and losses accruing after said date from Churchill Park Homeowners' Association, Inc.

(signatures next page)

DATED this 4th day of MAY 2021.

Alan G. Nix
Alan G. Nix

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

J. M. Rose
Signature of 1st Witness

[Signature]
Signature of 2nd Witness

STATE OF SOUTH CAROLINA)
COUNTY OF *Anderson*)

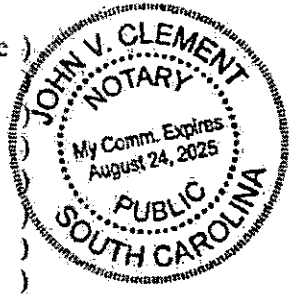
ACKNOWLEDGEMENT

I, the undersigned Notary Public, do certify that Alan G. Nix and the above signed witnesses, who are personally known to me or provided satisfactory evidence of his/her identity, and oath is made that (s)he saw the within named Alan G. Nix, sign the within instrument; that (s)he, with the other witnesses subscribed above, witnessed the execution thereof, and that neither subscribing witness is a party to or beneficiary of the transaction.

Acknowledged, sworn to and subscribed before me)

This, the 4 day of MAY, 2021

[Signature]
Notary Public for the State of South Carolina
My commission expires: 08/24/25



**STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON**

NOTICE OF LIEN

Claimant: Alan G. Nix
Property Owner(s): Churchill Park Homeowners' Association, Inc.
Property Address: Willoughby Ln.
Development / Subdivision / Lot Number: Park West / Churchill Park /

Property Description:

ALL that certain piece, parcel or lot of land, 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 "HOA 8,190 SQ.FT. 0.188 ACRES" on that certain plat by Southeastern Surveying, Inc., entitled "A FINAL SUBDIVISION PLAT OF CHURCHILL PARK, PHASE II, PARCEL 10 PARKWEST OWNED BY C. RICHARD DOBSON BUILDERS, INC., LOCATED IN THE TOWN OF MOUNT PLEASANT CHARLESTON COUNTY, SOUTH CAROLINA", dated December 27, 1999, and recorded in Plat Book ED at Page 903, in the RMC Office for Charleston County, South Carolina.

Said lot having such size, shape, dimensions, butting and bounding as will by reference to said plat more fully appear.

DERIVATION:

BEING a portion of the property conveyed to C. Richard Dobson Builders Inc. by deed from Venture Management of South Carolina, LLC dated August 12, 1999 and recorded in the RMC Office for Charleston County in Book C334 at Page 486 on September 9, 1999.

BEING the same property conveyed to Churchill Park Homeowners' Association, Inc. by deed from C. Richard Dobson Builders, Inc. dated August 13, 2003 and recorded in the RMC Office for Charleston County in Book F470 at Page 324 on October 6, 2003.

Tax Map Number: 598-03-00-062
Initial Principal Amount Due as of April 15, 2021: \$13,600.00

NOTICE IS HEREBY GIVEN that by virtue of the service and filing of this Notice of Lien, Alan G. Nix has and claims a lien to secure the payment of obligations due and owing from Churchill Park Homeowners' Association, Inc., a South Carolina Corporation. The initial principal sum of \$13,600.00 does not include interest, costs, attorneys' fees and such other and further related costs, awards and losses accruing after said date from Churchill Park Homeowners' Association, Inc.

(signatures next page)

**STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON**

NOTICE OF LIEN

Claimant: Alan G. Nix
Property Owner(s): Churchill Park Homeowners' Association, Inc.
Property Address: Willoughby Ln.
Development / Subdivision / Lot Number: Park West / Churchill Park /

Property Description:

ALL that certain piece, parcel or lot of land, 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 **"BUFFER H.O.A 5,366 SQ.FT. 0.123 ACRES. EXISTING 55' BUFFER H.O.A. 1,036 ACRES, AND H.O.A WETLAND/BUFFER 1.417 ACRES"** on that certain plat by Southeastern Surveying, Inc., entitled **"A FINAL SUBDIVISION PLAT OF CHURCHILL PARK, PHASE II, PARCEL 10 PARK WEST OWNED BY C. RICHARD DOBSON BUILDERS, INC., LOCATED IN THE TOWN OF MOUNT PLEASANT CHARLESTON COUNTY, SOUTH CAROLINA"**, dated December 27, 1999, and recorded in Plat Book ED at Page 903, in the RMC Office for Charleston County, South Carolina.

Said lot having such size, shape, dimensions, butting and bounding as will by reference to said plat more fully appear.

DERIVATION:

BEING a portion of the property conveyed to C. Richard Dobson Builders Inc. by deed from Venture Management of South Carolina, LLC dated August 12, 1999 and recorded in the RMC Office for Charleston County in Book C334 at Page 486 on September 9, 1999.

BEING the same property conveyed to Churchill Park Homeowners' Association, Inc. by deed from C. Richard Dobson Builders, Inc. dated August 13, 2003 and recorded in the RMC Office for Charleston County in Book F470 at Page 324 on October 6, 2003.

Tax Map Number: 598-03-00-074
Initial Principal Amount Due as of April 15, 2021: \$13,600.00

NOTICE IS HEREBY GIVEN that by virtue of the service and filing of this Notice of Lien, Alan G. Nix has and claims a lien to secure the payment of obligations due and owing from Churchill Park Homeowners' Association, Inc., a South Carolina Corporation. The initial principal sum of \$13,600.00 does not include interest, costs, attorneys' fees and such other and further related costs, awards and losses accruing after said date from Churchill Park Homeowners' Association, Inc.

(signatures next page)

**STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON**

NOTICE OF LIEN

Claimant: Alan G. Nix.
Property Owner(s): Alan G. Nix, Norma J. Nix and allegedly State Street Holdings, LLC.
Property Address: 1401 Densmore Circle, Mt. Pleasant, SC
Development / Subdivision / Lot Number: Park West / Churchill Park / 22.
Property Description:

ALL that certain piece, parcel or lot of land, together with 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, PARKWEST 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 RMC Office for Charleston County, South Carolina.

Said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

DERIVATION:

BEING a portion of the property conveyed to C. Richard Dobson Builders Inc. by deed from Venture Management of South Carolina, LLC dated August 12, 1999 and recorded in the RMC Office for Charleston County in Book C334 at Page 486 on September 09, 1999.

BEING the same property conveyed to Alan G. Nix and Norma J. Nix by fee simple deed from C. Richard Dobson Builders, Inc. dated July 13, 2001 and recorded in the RMC Office for Charleston County in Book C377 at Page 591 on July 17, 2001.

BEING the same property knowingly improperly conveyed to State Street Holdings, LLC by Master's Deed of Mickell R. Scarborough, Master in Equity for Charleston County, dated October 23, 2020 and recorded in the Register of Deeds Office for Charleston County in Book 0941 at Page 914 on December 09, 2020.

Tax Map Number: 598-03-00-096
Initial Principal Amount Due as of April 15, 2021: \$373,347.00

**STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON**

NOTICE OF LIEN

Claimant: Alan G. Nix
Property Owner(s): Churchill Park Homeowners' Association, Inc.
Property Address:
Development / Subdivision / Lot Number: Park West / Churchill Park /
Property Description:

ALL that certain piece, parcel or lot of land, 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 "WETLAND AND WETLAND BUFFER 1.671 AC WETLAND BUFFER H.O.A" on that certain plat by Southeastern Surveying, Inc., entitled "A FINAL SUBDIVISION PLAT OF CHURCHILL PARK, PHASE III, PARCEL 10, PARKWEST 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 RMC Office for Charleston County, South Carolina.

Said lot having such size, shape, dimensions, butting and bounding as will by reference to said plat more fully appear.

DERIVATION:

BEING a portion of the property conveyed to C. Richard Dobson Builders Inc. by deed from Venture Management of South Carolina, LLC dated August 12, 1999 and recorded in the RMC Office for Charleston County in Book C334 at Page 486 on September 9, 1999.

BEING the same property conveyed to Churchill Park Homeowners' Association, Inc. by deed from C. Richard Dobson Builders, Inc. dated August 13, 2003 and recorded in the RMC Office for Charleston County in Book F470 at Page 324 on October 6, 2003.

Tax Map Number: 598-03-00-105
Initial Principal Amount Due as of April 15, 2021: \$13,600.00

NOTICE IS HEREBY GIVEN that by virtue of the service and filing of this Notice of Lien, Alan G. Nix has and claims a lien to secure the payment of obligations due and owing from Churchill Park Homeowners' Association, Inc., a South Carolina Corporation. The initial principal sum of \$13,600.00 does not include interest, costs, attorneys' fees and such other and further related costs, awards and losses accruing after said date from Churchill Park Homeowners' Association, Inc.

(signatures next page)

DATED this 4th day of MAY 2021.

Alan G. Nix
Alan G. Nix

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Signature of 1st Witness

[Signature]
Signature of 2nd Witness

STATE OF SOUTH CAROLINA)
COUNTY OF Anderson)

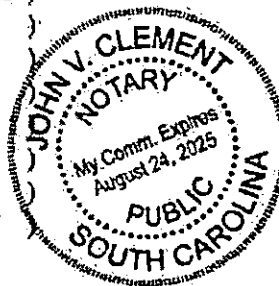
ACKNOWLEDGEMENT

I, the undersigned Notary Public, do certify that Alan G. Nix and the above signed witnesses, who are personally known to me or provided satisfactory evidence of his/her identity, and oath is made that (s)he saw the within named Alan G. Nix, sign the within instrument, that (s)he, with the other witnesses subscribed above, witnessed the execution thereof, and that neither subscribing witness is a party to or beneficiary of the transaction.

Acknowledged, sworn to and subscribed before me)

This, the 4th day of May, 2021

[Signature]
Notary Public for the State of South Carolina
My commission expires: 08/24/25



agnix1@hotmail.com

From: TrackingUpdates@fedex.com
Sent: Friday, May 7, 2021 4:04 PM
To: agnix1@hotmail.com
Subject: FedEx Shipment 786867714767: Your package has been delivered



Hi. Your package was
delivered Fri, 05/07/2021 at
4:03pm.



OBTAIN PROOF OF DELIVERY

TRACKING NUMBER	<u>786867714767</u>
FROM	MOUNT PLEASANT, SC, US
TO	CHARLESTON, SC, US
SHIP DATE	Thu, <u>5/06/2021</u> 05:15 PM
DELIVERED TO	Shipping/Receiving
PACKAGING TYPE	FedEx Envelope
ORIGIN	MOUNT PLEASANT, SC, US
DESTINATION	CHARLESTON, SC, US

SPECIAL HANDLING	Deliver Weekday Ground Delivery Ground Transportation
NUMBER OF PIECES	1
TOTAL SHIPMENT WEIGHT	0.50 LB
SERVICE TYPE	FedEx Express Saver

FOLLOW FEDEX



✉ Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 3:04 PM CDT 05/07/2021.

All weights are estimated.

To track the latest status of your shipment, click on the tracking number above.

Standard transit is the date and time the package is scheduled to be delivered by, based on the selected service, destination and ship date. Limitations and exceptions may apply. Please see the FedEx Service Guide for terms and conditions of service, including the FedEx Money-Back Guarantee, or contact your FedEx Customer Support representative.

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Thank you for your business.

.com

Benjamin A. Mack <BMack@charlestoncounty.org>

Monday, May 10, 2021 11:47 AM

agnix1@hotmail.com

Cc: Ashley Pennington; Katherine E. Mangan; Gaylord R. Combs; Cassandra Woosley; Bill Mulbry; Megan S. Ehrlich

Subject: FW: Nix lien

Hi Alan,

See below. I believe Michael represents the people who bought 1401 Densmore Circle. Not sure about Rachael Filer. Either way, they want you to stop contacting their clients and are threatening legal action if it continues in the form of a harassment charge.

Sincerely,

Ben

Benjamin A. Mack
Assistant Public Defender
South Carolina's 9th Judicial Circuit
101 Meeting Street, 5th Floor
Charleston, South Carolina 29401
843.958.1884

From: Michael P. Morris <michael.morris@mpmorrislawfirm.com>
Sent: Saturday, May 8, 2021 7:40 PM
To: Benjamin A. Mack <BMack@charlestoncounty.org>
Subject: FW: Nix lien

CAUTION: This email originated outside of Charleston County. Do not click links or open attachments from unknown senders or suspicious emails. If you are not sure, please contact IT helpdesk.

Ben,

Will you please instruct your client to cease and desist? Our next step is to file a complaint with the sheriff.

Thanks,

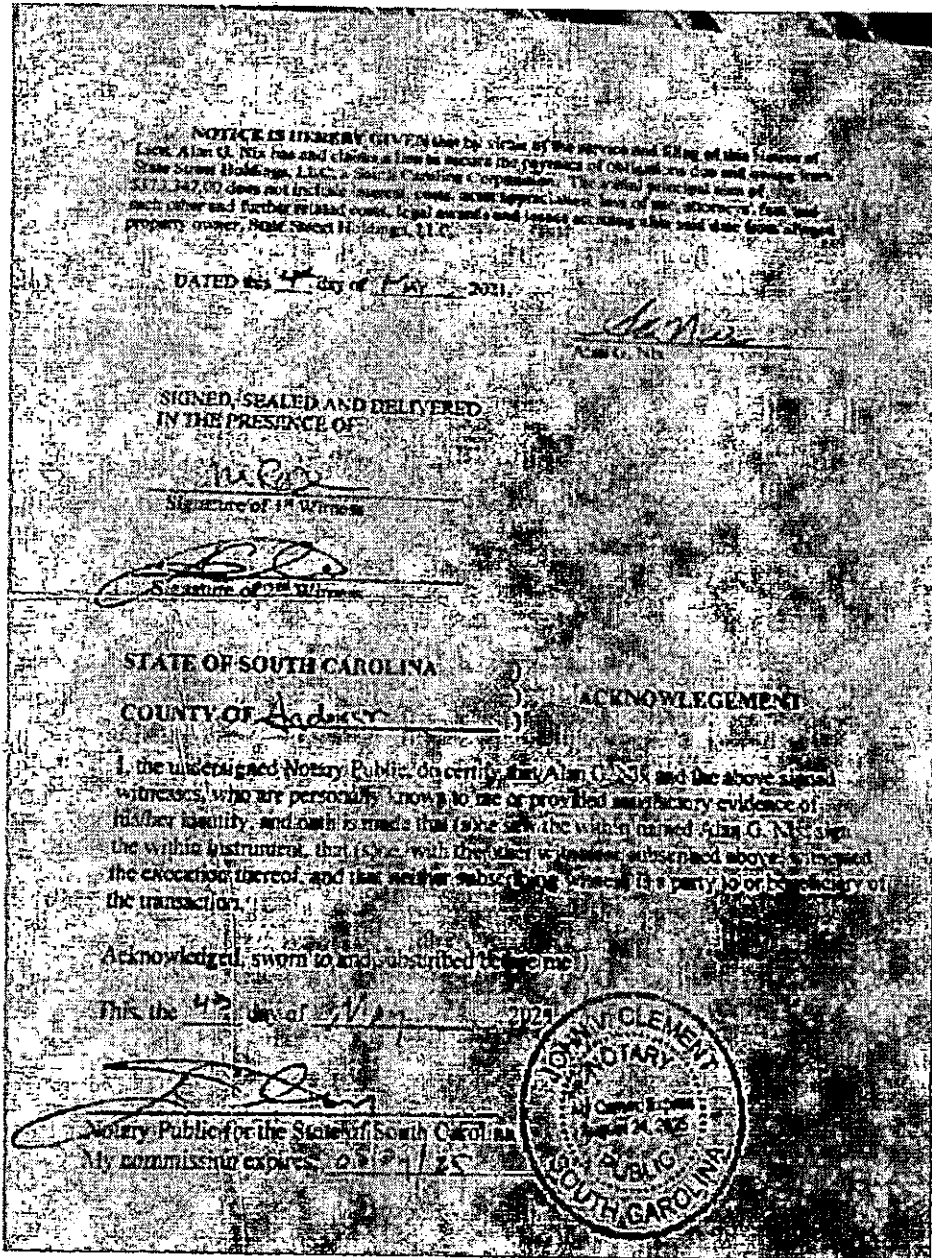
Michael

Michael P. Morris, Esquire
(803) 851-1076 (main)
(803) 851-0237 (direct)

From: Rachel Filer <carolina_realestate@yahoo.com>
Sent: Saturday, May 08, 2021 11:49 AM
To: Michael P. Morris <michael.morris@mpmorrislawfirm.com>
Cc: Pat Sumerell <discountrealestategroup@yahoo.com>
Subject: Nix lien

Hello,

My lender received the attached letter from Nix. I guess I've is trying to put a lien against the property and some others. Do you think it's time that we take some action to get him to stop the harassment?



STATE OF NORTH CAROLINA
COUNTY OF CHARLESTON

NOTICE OF LIEN

Character: **Alan G. Nix, Norman J. Nix and Norma J. Nix**
Property Owner(s): **Alan G. Nix, Norman J. Nix and Norma J. Nix**
Property Address: **1471 Hawthorne Circle, Mt. Pleasant, NC 27856**
Development / Subdiv Name / Lot Number: **View of Paradise Park / 27**

Property Description:
All that certain parcel, parcel of land, together with improvements thereon, more fully and being as set forth in Mount Pleasant, County of Charleston, State of North Carolina, and being more particularly defined by reference to an plat certain map by the Manager Surveying and Mapping, A FIDELI SQUAD DIVISION PLAT OF CHURCHILL PARK, PHASE III, PARCEL 16, PARKWEST OWNED BY C. RICHARD DODSON BUILDERS, INC. LOCATED IN THE TOWN OF MOUNT PLEASANT CHARLESTON COUNTY, SOUTH CAROLINA, dated December 21, 1999, and recorded in the Book 8D at Page 904 in the RMC Office for Charleston County, South Carolina.

And for having such parcel, parcel of land, together with improvements thereon, as set forth in said plat more fully appear.

DERIVATION:
BEING a portion of the property conveyed in C-77 Grant Change Builders Inc. by Good Street Venture Management of South Carolina, LLC dated August 12, 1999 and recorded in the RMC Office for Charleston County in Book C134 at Page 944 on September 09, 1999.

BEING the same property conveyed in Alan G. Nix and Norma J. Nix by fee simple deed from C. Richard Dodson Builders, Inc. dated July 17, 2001 and recorded in the RMC Office for Charleston County in Book C177 at Page 591 on July 17, 2001.

BEING the same property known by its property name as 1471 Hawthorne Circle, Mount Pleasant, NC 27856, by Master's Deed 971-161-001, Scarborough Master in Equity for Charleston County, dated October 10, 1970 and recorded in the Register of Deeds Office for Charleston County in Book 06-1 at Page 914 on December 09, 2010.

Tax Map Number: **59601-00-00**
Initial Principal Amount Due as of April 15, 2021: **\$17,100.00**

Rachel Filer
803-240-8182
FRAUD ALERT:

Circumstances mandate that we be extra cautious about WIRING INSTRUCTIONS received and sent. We will verify all wire requests. The MP Morris Law Firm DOES NOT alter wiring instructions related to real estate closings. If you receive new wiring instructions from our firm, please notify me immediately by phone.

NOTICES:

PRIVILEGED AND CONFIDENTIAL: This electronic message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is attorney-client privileged, may be confidential work product, or may be exempt from disclosure under applicable law. If the reader of this message is not

the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is wrongful, is strictly prohibited, and may subject you to civil liability. If you have received this communication in error, please immediately notify us by telephone at 803-851-1076 or by return e-mail, and destroy any copies (electronic, paper, or otherwise) that you may have of this communication.

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with certain U.S. Treasury regulations, we inform you that, unless expressly stated otherwise, any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of avoiding tax-related penalties that may be imposed by the IRS or to promote, market or recommend to any party any tax-related matter addressed herein. In addition, if any such tax advice is used or referred to by other parties in promoting, marketing or recommending any partnership or other entity, investment plan or arrangement, then (i) the advice should be construed as written in connection with the promotion or marketing by others of the transaction(s) or matter(s) addresses in this communication and (ii) the taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax adviser.



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.

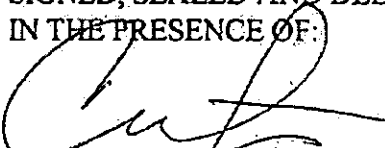
No person who may act in reliance upon the representations of our attorney-in-fact for the scope of authority granted to the attorney-in-fact shall incur any liability as to us or to our estate as a result of permitting the attorney-in-fact to exercise this authority, nor is any such person who deals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

SVL-21-13565E
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).

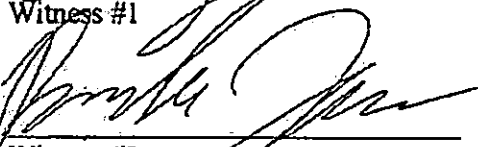
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



Witness #1



MICHAEL LAZROFF



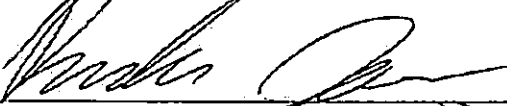
Witness #2



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.



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



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	
<u>Book</u>	<u>Page</u>	<u>DocType</u>
1017	932	P/Atty
Michael Miller, Register Charleston County, SC		

MAKER:

LAZROFF MICHAEL AL

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of Pages:

3

of References:

RECIPIENT:

BUTLER RYAN AL

Note:

Recording Fee \$ 25.00

Extra Reference Cost \$ -

Extra Pages \$ -

Postage \$ -

Original Book:

Original Page:

TOTAL \$ 25.00

DRAWER Drawer 8

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1017

Book



932

Page



07/28/2021

Recorded Date



3

Pgs



Original Book



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P/Atty
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BP1017934

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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

SVL-21-1356 SF
Butler and Colledge, 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

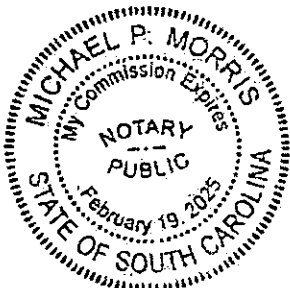
(1003-21104)

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 DEED 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.

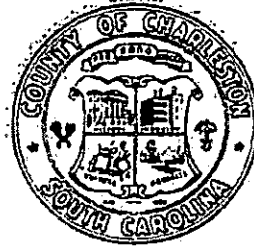
[Signature]
SIGNATURE OF GRANTOR, GRANTEE OR
LEGAL REPRESENTATIVE | CIRCLE ONE |

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

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

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

RECORDER'S PAGE



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

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BUTLER & COLLEGE, LLC (BOX)

RECORDED		
Date:	July 28, 2021	
Time:	11:35:42 AM	
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1017	934	Deed
Michael Miller, Register Charleston County, SC		

MAKER:

STATE STREET HOLDINGS

Note:

RECIPIENT:

LAZROFF TARYN J AL

of Pages:

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

Original Book:

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CLERK:

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Aug 19, 2021
Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR
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1017
Book



934
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07/28/2021
Recorded Date



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Doc Type



11:35:42
Recorded Time

agnix1@hotmail.com

From: Paul Greiner <paul@mycmg.com>
Sent: Wednesday, May 12, 2021 10:59 AM
To: agnix1@hotmail.com
Subject: Churchill Park

Mr. Nix,

Our office received a number of "notices of lien" that you are attempting to file on various properties within the above association in SC.

We will be forwarding these to the Board of Churchill Park and Cedar will take no further action on the matter.

Furthermore, effective May 9, 2021, Cedar Management is no longer engaged with Churchill Park and we have mailed our resignation of registered agent to the Secretary of State.

Finally, with the above, no one from Cedar Management Group will communicate directly with you either via telephone mail or email from this point forward.

Regards,



Paul Greiner PMCA MEMBER
Managing Partner
877.252.3327 | www.mycmg.com
Service Driven: People, Process and Purpose

Homeowner Help

Pay Dues

Please rate the quality of support you have received.

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PGS: 2

BP1017929

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

MORTGAGE LIEN
SATISFACTION AFFIDAVIT

The undersigned on oath, being first duly sworn, hereby certifies as follows:

- 1. The undersigned is a licensed attorney admitted to practice in the State of South Carolina. This affidavit is made pursuant to South Carolina Code Ann. § 29-3-330(b)(5).
- 2. That with respect to the mortgage given by Alan G. Nix and Norma J. Nix to First Federal Savings and Loan Association of Charleston, in Book ~~1377~~ at Page 82 for \$204,000.00 recorded July 17, 2001 in the Office of the Register of Deeds for Charleston County, the following applies (by designation of an "X"):

X the undersigned was given written payoff information and made such payoff and is in possession of a canceled check or other evidence of payment to the mortgagee, holder of record, representative servicer, or attorney of record.

— the undersigned was given written payoff information and made such payoff by wire transfer or other electronic means to the mortgagee, holder of record, representative servicer, or attorney of record, and has confirmation from the undersigned's bank of the transfer to the account provided by the mortgagee, holder of record, representative servicer, or its attorney of record.

Under penalties of perjury, I declare that I have examined this affidavit this 14 day of May, 2021 and to the best of my knowledge and belief, it is true, correct, and complete.

MP Morris Law Firm, PA

By: [Signature]
Michael P. Morris
SC Bar Number: 73560

SIGNED, SEALED AND DELIVERED in the Presence of:

[Signature]
Witness

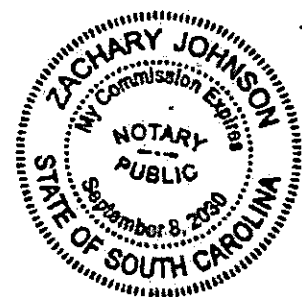
[Signature]
Witness

STATE OF SOUTH CAROLINA
COUNTY OF Lexington

ACKNOWLEDGEMENT

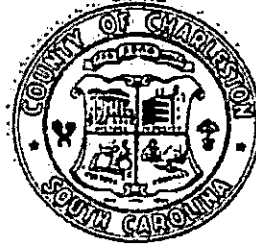
(1005-21010)
The foregoing instrument was acknowledged and sworn before me this 14 day of May, 2021 by Michael Morris of MP Morris Law Firm, PA, who is personally known to me.

[Signature]
Notary Public for South Carolina
My Commission Expires: 9/8/2030



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

RECORDER'S PAGE



NOTE: This page MUST remain with the original document

OK BK + PG Ref per LAW OFFICE

Filed By:

BUTLER & COLLEGE, LLC (BOX)

RECORDED		
Date:	July 28, 2021	
Time:	11:34:19 AM	
<u>Book</u>	<u>Page</u>	<u>DocType</u>
1017	929	Sat/Mtg
Michael Miller, Register Charleston County, SC		

MAKER:

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of References:

RECIPIENT:

FIRST FEDERAL SVGS ETC

Note:

Recording Fee \$ 10.00

Extra Reference Cost \$ -

Extra Pages \$ -

Postage \$ -

Original Book:

E377

Original Page:

082

TOTAL \$ 10.00

DRAWER

CLERK



1017
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929
Page



07/28/2021
Recorded Date



2
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After Recording Return To:
ATTN: BETTER MORTGAGE POST-CLOSING BMC(101)
2704 ALT 19 NORTH
PALM HARBOR, FLORIDA 34683
Loan Number: 1523227622



BP1017935

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19

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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

SOUTH CAROLINA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT - MERS
Form 3041 1/01

☆DocMagic
SVL-21-1356SF
Butler and College, 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 of CHARLESTON COUNTY
[Type of Recording Jurisdiction] [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

, South Carolina

29466

("Property Address"):

[City]

[Zip Code]

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

to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail, or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose

of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses 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. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products):

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not

limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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 pay 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.

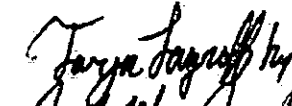
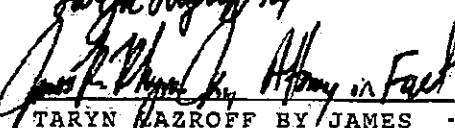
24. Homestead Waiver. Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.

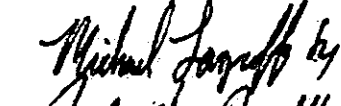

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25. **Waiver of Appraisal Rights.** The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to 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.

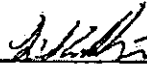
26. **Future Advances.** The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to 150% of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

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.

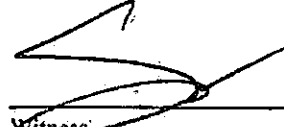

 (Seal)
TARYN LAZROFF BY JAMES RHYNE, JR.,
ATTORNEY-IN-FACT -Borrower


 (Seal)
MICHAEL LAZROFF BY JAMES RHYNE, JR.,
ATTORNEY-IN-FACT -Borrower

Signed, sealed and delivered in the presence of:



Witness



Witness

[Space Below This Line For Acknowledgment]

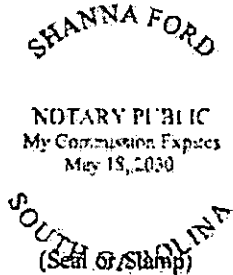
State of SOUTH CAROLINA

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)



[Signature]
Signature of Person Taking Acknowledgment

Notary
Title or Rank

NA
Serial Number, if any

State of SOUTH CAROLINA

Dorchester County

I certify that David Collins
(name of subscribing witness)

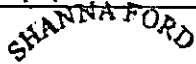
personally appeared before me this day and certified to me under oath or by affirmation that he or she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either witnessed

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)

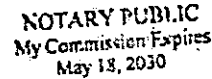
acknowledge his or her signature on the already-signed document.

Date: 5-14-2021



[Signature]
(Signature of Notary)

Shanna Ford
(Notary's Printed or Typed Name)



Notary Public for South Carolina
My Commission Expires: 5-18-2030

Loan Originator: AARON STAMPER, NMLSR ID 1975512
Loan Originator Organization: BETTER MORTGAGE CORPORATION, NMLSR 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/Servicer: BETTER MORTGAGE CORPORATION NMLS # 330511

which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

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

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

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

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and 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



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) 734-1890
FAX: (803) 734-1839
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. Fanning, deputy". The signature is written in black ink and is positioned above the printed name "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
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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,

Catherine J. Fanning, deputy
CLERK

cc: Alan G. Nix
Michael P. Morris, Esquire



In reply refer to:

5103261

13 August 2021

Mr. Alan G. Nix
1401 Densmore Cir
Mount Pleasant, SC 29466-9040

Dear Mr. Nix:

Your letter dated 1 August addressed to Lou Brenner regarding your home equity loan ending in 5624 has been referred to me for a written reply.

The home equity loan was paid off on May 17, 2021 via wire received in the amount of \$32,088.86. The wire was received from Butler & College LLC, via Southern First Bank. Regarding your inquiry of any post payment contact related to the transaction, Navy Federal has no record of such outside of the communication with you directly. Additionally, the equity line of credit was frozen most recently on June 24, 2020 due to the account being delinquent. Included are copies of the information on file regarding the payoff of the account as you have requested.

We consider this matter to be resolved. Should you have any questions related to this matter, please direct those to Amanda Long, Assistant Manager, Real Estate Lending Risk Management, at 1-800-531-7174, extension 42491, between 8:00 a.m. and 4:30 p.m., Eastern time, Monday through Friday.

Sincerely,

A handwritten signature in cursive script that reads "Carol A. Galonis".

Carol A. Galonis
Assistant Vice President,
Mortgage & Equity Servicing

CAG:BD:db

MIKELL R. SCARBOROUGH, MASTER IN EQUITY COUNTY JUDICIAL CENTER 100 BROAD ST, CHARLESTON, SC 29401

Ethan G. Nix

No. 31169

No. 31169
Date: 5/18/2021

<u>Account Information</u>	<u>Remittance Amount</u>	<u>Check Total:</u>
2017CP1004031	\$ 47.02	\$ 1,163.81
2017CP1004031	\$ 1,116.79	\$ 1,163.81

Surplus Funds

DOCUMENT IS PRINTED ON CHEMICALLY REACTIVE PAPER. THE BACK OF THIS DOCUMENT INCLUDES A TAMPER EVIDENT CHEMICAL WASH WARNING BOX.



MIKELL R. SCARBOROUGH
MASTER IN EQUITY
COUNTY JUDICIAL CENTER
100 BROAD STREET SUITE 266
CHARLESTON, SC 29401

BANK OF SOUTH CAROLINA
CHARLESTON, SC

No. 31169
No. 31169
CHECK NO.

CHARLESTON
COUNTY
SOUTH CAROLINA

VOID AFTER 90 DAYS

DATE
5/18/2021

AMOUNT:
\$ 1,163.81

ONE THOUSAND ONE HUNDRED SIXTY-THREE AND 81 / 100

PAY
TO THE
ORDER
OF

Ethan G. Nix
PR for Estate of Norma Nix
1784 Walthalla Highway
Pickens, SC 29671

[Handwritten Signature]
AUTHORIZED SIGNATURE

⑈031169⑈ ⑈053201872⑈0190023406⑈



BP1017927

PGS:

2

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

MORTGAGE/DEED OF TRUST SATISFACTION
Pursuant to Section 29-3-330(B) SC Code of Laws
of the South Carolina Code of Laws, 1976

Dated: 10/28/2020 Recorded Date: 12/9/2020
Amount: \$142,000.00 Book: 941; Page: 915

Present Owner/Holder: Seaboard Station, LLC

Mortgagor: State Street Holdings, LLC
Mortgagee: Seaboard Station, LLC

The undersigned, being the mortgagee of record, or the legal representative, agent or officer, or attorney-in-fact of the mortgagee of record, under a written agreement duly recorded, of the foregoing, certifies:

The debt secured by the mortgage/deed of trust recorded in the Office of the Clerk of Court or Register of Deeds of Charleston County in Book ~~941~~ ⁰⁹⁴¹ at Page 915, is paid in full and the lien of the foregoing instrument has been released.

The Clerk of Court or Register of Deeds may enter this cancellation into record.

Under penalties of perjury, I declare that I have examined this affidavit this 20th day of May 2021 and, to the best of my knowledge and belief, it is true, correct, and complete.

Seaboard Station, LLC

[Signature]
By: _____
Its: Manager

SIGNED, SEALED AND DELIVERED in the Presence of:

[Signature]
Sign

[Signature]
Sign

Tiffany A. Kelley
Print

Keely DeMarino
Print

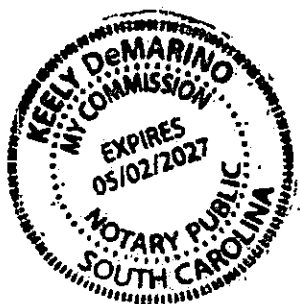
STATE OF SOUTH CAROLINA
COUNTY OF Richland

ACKNOWLEDGMENT

The undersigned Notary Public for the State of South Carolina does hereby certify that Seaboard Station, LLC by William R. Dukes its Manager, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

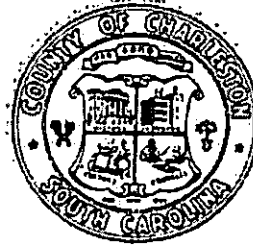
Witness my hand this 20th day of May, 2021.

[Signature]
Print Name: Keely DeMarino
Notary Public
My commission expires: 5/2/27



Butler and Colledge, LLC
Attorneys at Law
1055D North Main Street
Summerville, SC 29483
SVC-21-13505F

RECORDER'S PAGE



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

DK BK Ref. per law office

Filed By:

BUTLER & COLLEGE, LLC (BOX)

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Date:	July 28, 2021	
Time:	11:33:44 AM	
<u>Book</u>	<u>Page</u>	<u>DocType</u>
1017	927	Sat/Mtg
Michael Miller, Register Charleston County, SC		

MAKER:

STATE STREET HOLDINGS

of Pages: 2
of Sats: # of References:

RECIPIENT:

SEABOARD STATION

Note:

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0941

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915

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THE STATE OF SOUTH CAROLINA
In The Supreme Court

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FEB 22 2022

SC Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

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 reconsider its denial of motion 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 22nd day of February 2022 to:

McCabe & Trotter

Mark Keel

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

Chief, SC Law Enforcement Division
4400 Broad River Rd.
Columbia, SC 29210

Sen. Luke Rankin
Chairman, Senate Judiciary Cmte.
101 Gressette Bldg.
Columbia, SC 29201

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

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

Rep. Chris Murphy
Chairman, Senate Judiciary Cmte.
512 Blatt Bldg.
Columbia, SC 29201

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

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

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

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

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

Dated: February 22, 2022

Respectfully submitted,

By:



Alan G. Nix

c/o Michael & Taryn Lazroff
1401 Densmore Circle
Mount Pleasant, SC 29466
(843) 991.4170



NB
1401 Densmore Circle
Mount Pleasant, SC 29466

RECEIVED
FEB 22 2022
SC Court of Appeals

SC COURT OF APPEALS
ATTN: ABBOT - KITCHINS