

THE STATE OF SOUTH CAROLINA
In The Supreme Court

RECEIVED

MAR 17 2022

APPEAL FROM CHESTERFIELD COUNTY
Court of Common Pleas

S.C. SUPREME COURT

William O. Spencer Jr., Lawyer
(Unlawful Special Referee)

Case No.2018-000355

Unpublished Opinion No. 2021-UP-231
Submitted May 1, 2021 - Filed Jun 23, 2021

JPMorgan Chase Bank,
National Association

Respondent,

v.

Fritz Allen Timmons

Appellant.

DOCUMENTATION FOR CONSIDERATION
FOR
PETITION FOR A WRIT OF CERTIORARI

Attorney for Respondent
Nicholas A. Charles
Meridian/17Th Floor
1320 Main Street
Columbia SC 29201

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

As a continuing Foreclosure case, the following Documentation is for consideration for the ongoing Fraud and Criminal Actions by the Respondent. This includes the Sale of the Appellant's Property on March 5, 2018 to Federal Home Loan Mortgage Corporation. The unlawful "Notice to Vacate Property" by Rogers Townsend. The current unlawful Auction of the Appellant's Land and Mobile Home. The Document pages are as follows;

Page 1, The current Sale and Auction of the Appellant's Property including the Land and Mobile Home by Catoe Realty. (evidence for Trespassing [Picture taken beyond 1000 ft upon the Property, due to woods blocking view from road, and passed a No Trespassing Sign] and Wire Fraud, sale of property during a pending Foreclosure case as well as Property, Mobile Home, is still in the Appellant's Name)

Pages 2 and 3; Catoe Realty statement that the Appellant's Property is in the Name of a new Owner (Federal Home Loan Mortgage) and Property card from Chesterfield County Assessor. (March 5, 2022)

Pages 4 and 5, "Notice to Vacate Property" by Rogers Townsend (attorneys at law) stating that the Appellant's property was sold on March 5, 2018 to Federal Home Loan Mortgage Corporation.

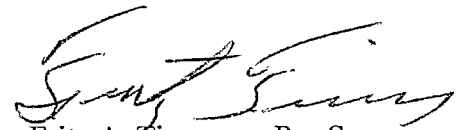
Pages 6 and 7, Nelson Mullins Offer by the Respondents (Dated Dec 10, 2018) for \$ 7,500.00 for dropping the Appeal in this case. Documents not included is the Respondents offer of \$1,500.00 prior to this offer nor the Offer of \$35,000.00 after this offer in order to drop the Appeal.

Page 8, Rogers Townsend states that the Appellant's Property is owned by Federal Home Loan Mortgage (Freddie Mac) Dated Jan 18, 2022.

Pages 9 and 10, Property card showing that the Appellant's Mobile Home is still in the Appellant's Name.

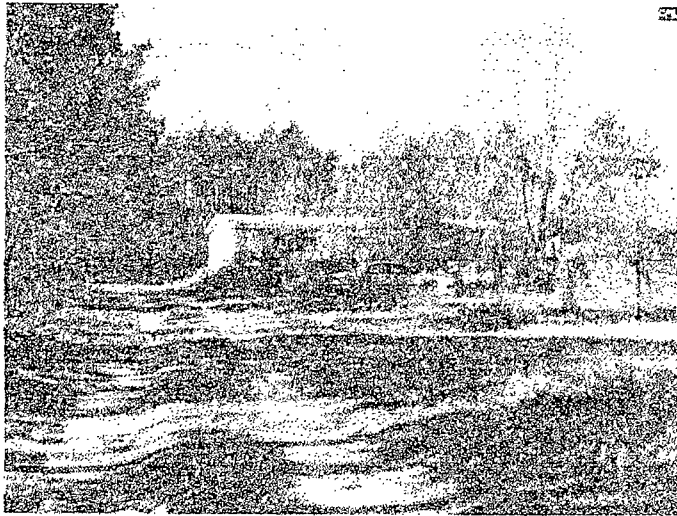
Pages 11 and 12, Property card showing that the Appellant's Land is Now in the Name of Federal Home Loan Mortgage.

Page 13, Tax Receipts that show that the Appellant's Land and Mobile Home were in the Appellant's Name and that they are Separate Properties, Dated Oct 8, 2021.



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

March. 15, 2022



8)

1827 Tabernacle Church Rd
McBee, SC 29101

3 beds
2 baths
1,512 sq ft

MLS #: 535967



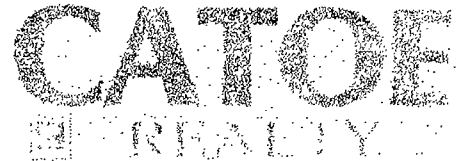
Single Family Home

3 bedroom, 2 bath manufactured home on 10+ acres "The list price is not indicative of seller's final reserve amount. This property is occupied and part of an online bidding event. Inspections of this property and contact with occupants are strictly prohibited. Property is sold "as is" and no for sale sign allowed." The sale will be subject to a 5% buyer's premium pursuant to the Auction Terms and Conditions (minimums may apply). All auction bids will be processed subject to seller approval.

Property Features

- **Property Type:** Single Family Home
- **Sub Type:** Manufactured/Mobile
- **Listing Status:** Active
- **County/Area:** Chesterfield County
- **Zip Code:** 29101
- **Year Built:** 2001
- **School District:** Chesterfield County
- **Elementary School:** Chesterfld-Cnty
- **Middle School:** Chesterfld-Cnty
- **High School:** Chesterfld-Cnty
- **Sq.Ft.:** 1,512 sq ft
- **Bedrooms:** 3
- **Full Baths:** 2
- **Lot Size:** 10.9 acres
- **Baths:** 2
- **Baths Combo:** 2/0
- **Directions:** Sc-151 S Toward McBee, Turn Left Onto State Rd S-13-346, Turn Right Onto State Rd S-13-172/Tabernacle Church Rd.
- **Exterior Finish:** Vinyl
- **Foundation:** Crawl Space
- **Full Baths: Main:** 2
- **Level: Master Bedroom:** Main
- **New/Resale:** Resale
- **Road Type:** Paved
- **Total Heated Sqft:** 1512

Clay Catoe
Kershaw, SC 29067
Phone: 803-288-3306
Email: catoe@reality.com



Catoe Realty

PO Box 337

Kershaw, SC 29067

Phone 803-475-4663

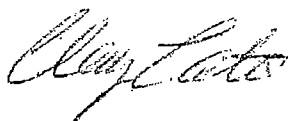
catoerealty@gmail.com

2/21/2022

Fritz Timmons & all occupants
1827 Tabernacle Church Road
McBee, SC 29101

I have been trying to contact you on behalf of the new owner of the above property. Please call me @803-288-3306 to discuss your options and if you are interested in Cash For Keys. Attached is the property card from Chesterfield County Assessor to confirm that the property is now in the new owner's name.

Thank You,



Clay Catoe
Catoe Realty



ROGERS TOWNSEND
ATTORNEYS AT LAW

ROGERS TOWNSEND & TOWNSEND, PC
EVICTIIONS DEPARTMENT

801 S. COLLEGE STREET
COLUMBIA SOUTH CAROLINA 29201
P: 803.733.1111 F: 803.733.1112
EMAIL: EVICTIONS@RTLAW.COM
WEBSITE: RTLAW.COM

January 18, 2022

708670-08337

NOTICE TO VACATE PROPERTY

TO: All occupants residing at: 1827 Tabernacle Church Road f/k/a 1111 Tabernacle Church Road, McAbee, SC 29101

NOTICE IS HEREBY GIVEN THAT Federal Home Loan Mortgage Corporation, was the successful bidder of the property located at 1827 Tabernacle Church Road f/k/a 1111 Tabernacle Church Road, McAbee, SC 29101 (the "Property") at the foreclosure sale held on March 5, 2018 by the Special Referee for Darlington County.

NOTICE IS FURTHER GIVEN THAT:

1. Within **TEN (10) days** of the date of this Notice, if you are any person who is not a bona fide tenant or subtenant;

OR

2. Within **NINETY (90) days** after service on you of this Notice, in the event you are a bona fide tenant or a subtenant of the property:

You are required to vacate and surrender possession of the Property or the portion in which you reside, to Federal Home Loan Mortgage Corporation, through, its agent, Clay Catoe, who can be reached at 803-475-4663 from 9:00 a.m. to 5:00 p.m. on all business days, **unless you provide sufficient evidence** that you are a bona fide tenant pursuant to Section 702 (a)(2)(A) of the federal "Protecting Tenants at Foreclosure Act of 2009" ("PTFA") or are protected by Section 703 of the PTFA. Please see the Addendum of this Notice for instructions on how to deliver this evidence. If you fail to vacate after the date indicated above, an action may be commenced against you under Section 27-40-770 of the South Carolina Code.

If within the applicable period as set forth above, you fail to surrender possession of OR to provide evidence you are a bona fide tenant pursuant to Section 702(a)(2)(A) of the PTFA or are protected by Section 703 of the PTFA, Federal Home Loan Mortgage Corporation, will commence eviction proceedings against you to take possession of the Property.

avail itself of all other rights and remedies to which it may be entitled, either at law or equity, and Owner shall also be entitled to recover reasonable attorney's fees, eviction expenses, court costs and any other costs allowed by law.

16. All Occupants Included

Occupant represents and warrants that all persons occupying the Property have been identified to Owner and that no person is occupying the Property other than those persons so identified. Occupant further represents and warrants that Occupant is either the only person whose agreement is necessary to fully vacate the Property or Occupant represents and has capacity to legally bind any other occupants to this Agreement. Occupant represents and warrants that Occupant has full authority to execute this Agreement.

17. Severability/ Unenforceability

All individual provisions, paragraphs, sentences, clauses, sections and words in this Agreement shall be severable and if any one or more such provisions, paragraphs, sentences, clauses, sections or words are determined by any court, administrative body, or tribunal, having proper jurisdiction, to be in any way unenforceable, or to be in any way violated of or in conflict with any law of any applicable jurisdiction, such determination shall have no effect whatsoever on any of the remaining paragraphs, provisions, clauses, sections, or words of this Agreement.

This Agreement constitutes the entire agreement between parties concerning the subject matter contained herein, and no modification or addition to it shall be binding unless signed by the parties hereto. The covenants and conditions herein contained shall apply to and bind the parties hereto and their heirs, executors, administrators, legal and personal representatives, successors, and assigns. All covenants are to be construed as conditions of this Agreement. Where the context so requires, the singular shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

In witness whereof, the parties have executed this Agreement on the day and year first above written.

Owner (Agent for Freddie Mac/HomeSteps):

By: _____
(Signature)

(Typed Full Name)

Occupant 1:

1. _____
(Signature)

(Typed Full Name)

3. _____ / _____
(Signature)

(Typed Full Name)

Occupant 2:

2. _____
(Signature)

(Typed Full Name)

4. _____ / _____
(Signature)

(Typed Full Name)

Telephone # _____

Telephone # _____



Nicholas A. Charles
T 803.255.9663
nick.charles@nelsonmullins.com

NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AND COUNSELORS AT LAW

1320 Main Street | 17th Floor
Columbia, SC 29201
T 803.799.2000 F 803.256.7500
nelsonmullins.com

*** SETTLEMENT COMMUNICATION – PROTECTED BY RULE 408 ***

November 26, 2018

Via Certified Mail

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

RE: JPMorgan Chase Bank v. Fritz A. Timmons
Appellate Case No. 2018-000355
Our File No. 11281/02585

Dear Mr. Timmons:

As you are aware, our office represents the Respondent, JPMorgan Chase Bank, National Association ("Chase"), in the above-referenced matter currently pending before the South Carolina Court of Appeals. Chase asked our office to reach out to you to discuss the possibility of settlement to avoid further expense associated with this litigation and appeal. In that regard, Chase is proposing the following settlement:

1. Chase will make a one-time payment via check to you in the amount of Seven Thousand Five Hundred (\$7,500.00) Dollars (the "settlement payment");
2. In exchange for the settlement payment, you will dismiss the appeal and release Chase from any further or new litigation stemming from or related to the current litigation, the note, the mortgage, the property, and/or the loan;
3. You will also agree to allow the case to proceed to a foreclosure sale uncontested; and
4. You will voluntarily vacate the property within thirty (30) days, leaving the property in broom-swept condition.

Fritz A. Timmons
November 26, 2018
Page 2

Please note that the above is a summary of the terms of the proposed settlement and, upon acceptance by you, a more detailed written agreement, including a confidentiality term, will be prepared by Chase, provided to you, and signed by you and Chase.

This settlement proposal will remain open until 5:00 PM (EST) on **December 10, 2018**. If we do not receive a response accepting the proposal by 5:00 PM (EST) on December 10, 2018, the proposal expires and is automatically and permanently withdrawn.

We very much appreciate your prompt attention to this matter.

Sincerely,



Nicholas A. Charles

NAC:nc

Please review, sign and return



ROGERS TOWNSEND & TOWNSEND
EVICTONS DEPARTMENT

PO BOX 10000
COLUMBIA SOUTH CAROLINA 29208
P 803 733 7700 F 803 733 7700
EMAIL EVICTIONS@ROGERS-TOWNSEND.COM
WEBSITE RTTOWN.COM

January 18, 2022

Re: 1827 Tabernacle Church Road f/k/a
1111 Tabernacle Church Road
McAbce, SC 29101

708670-08337

To All Occupants:

Federal Home Loan Mortgage Corporation, commonly known as "Freddie Mac", now owns the property described above as the result of a foreclosure. We have been retained to proceed with an eviction proceeding to obtain possession of the property.

If you are a bona fide tenant and can provide a copy of your current lease agreement or other evidence of tenancy, please contact our office immediately so that your lease can be reviewed

If you are the former owner of the property, are not a bona fide tenant, or are unable to provide evidence of a lease agreement, you still have the following options available to you prior to the initiation of eviction proceedings.

1. Cash-for-Keys:

If you agree to vacate the property, we will offer you cash towards relocation expenses. The amount is subject to the property being vacated within a stated timeframe. Only one payment per household is provided for Cash-for-Keys, regardless of the number of occupants. The property must be vacated by all occupants and be in broom clean condition, free of interior and exterior trash and debris, and all personal belongings must be removed from the property. The attached Agreement to Vacate Premises outlines the amount to be paid and timeframe required. All adults currently occupying the property must sign the enclosed Agreement to Vacate Premises and the Cash-for-Keys Vacancy Checklist as well as the enclosed W-9 Form in order to receive Cash-for-Keys funds. This will legally obligate you to vacate the property.

If we do not have a response from you within Ten (10) days of the date of this letter, we will continue with the eviction process.

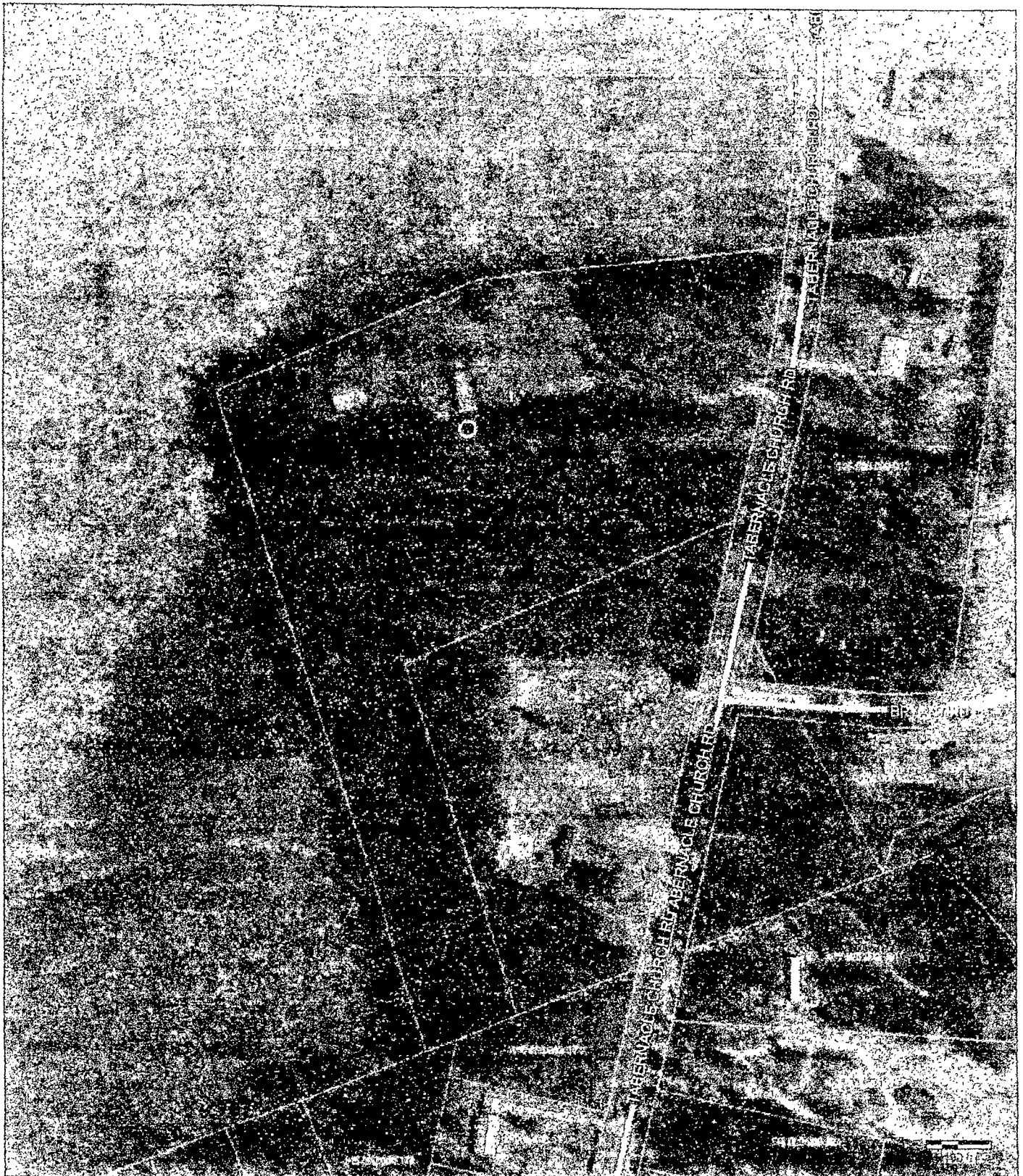
If you have any questions regarding the contents of this Notice, please contact us at 803-227-7700 or by email at Evictions@rogerstownsend.com.

Sincerely,

THIS COMMUNICATION IS FROM A
A DEBT. ANY INFORMATION OBTAIN

8

ECTOR ATTEMPTING TO COLLECT
BE USED FOR THAT PURPOSE.

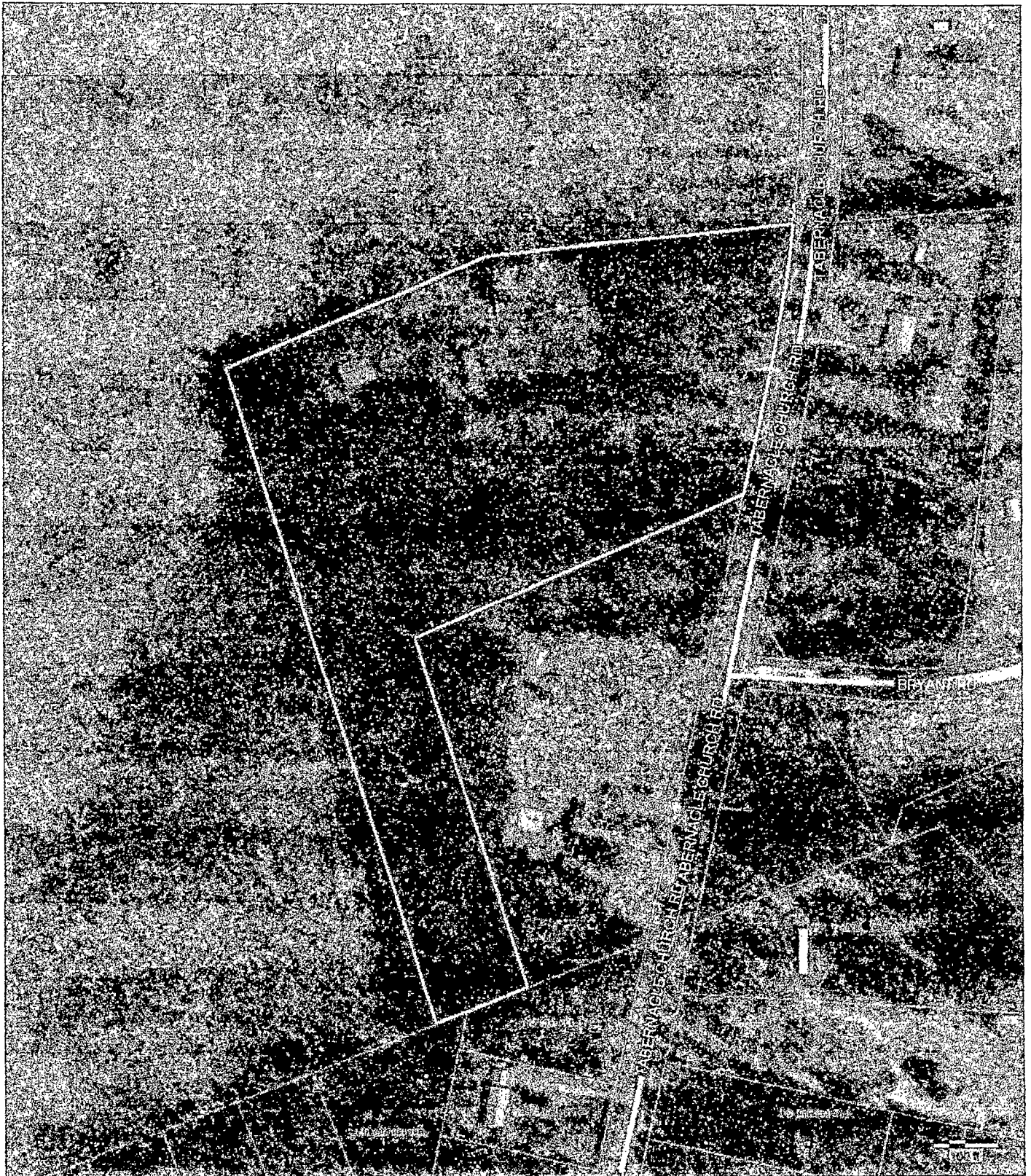


	Printed 03/10/2022	The purpose of this map is to display the geographic location of a variety of data sources frequently updated from local government and other agencies. Neither WIT Technology nor the agencies providing the data make any warranty concerning its accuracy or merchantability. And no part of it should be used as a legal description or document.
--	-----------------------	---

Street	TABERNACLE CHURCH RD
Dir:	

Community	MCBEE
House	1827
Suffix	
Comment	
Discrepancy	
ARC_STREET	1827 TABERNACLE CHURCH RD
ARC_ZONE	29101
FOOTAGE	9642
FIRST	FRITZ
LAST	TIMMONS
MI	
LANDMARK	DW
ROADNUM	S-13-172
HOUSENUM	1827
PREFIX	
NAME	TABERNACLE CHURCH
TYPE	RD
SUFFIX 1	
CITY	MCBEE
STATE	SC
ZIPCODE	29101
COMMUNITY 1	MCBEE
FIRE	ALLIGATOR FIRE
POLICE	C_FIELD COUNTY
RESCUE	MCBEE RESCUE S
DESCRIPTIO	WHITE WITH BLACK SHUTTERS
STRUCTURE	SW
DATE_	01/01/0001
OLDNUM2	1827
ADDRESS1	1827 TABERNACLE CHURCH RD
ZIPS	29101
AV_ADD	1827 TABERNACLE CHURCH RD
AV_ZONE	29101
STLABELS	TABERNACLE CHURCH RD

homes09.tml



Type notes here

Printed
03/10/2022

The purpose of this map is to display the geographic location of a variety of data sources frequently updated from local government and other agencies. Neither WIT Technology nor the agencies providing this data make any warranty concerning its accuracy or merchantability. And no part of it should be used as a legal description or document.

144 000 000 011

General
Assessment

Owner and General Parcel Information

Property Card	Show Property Card
Map Number	144 000 000 011
Owner Name	FEDERAL HOME LOAN MORTGAGE
Mailing Address1	% J P MORGAN CHASE BANK NA
Mailing Address2	3415 VISION DR
Mailing Address3	COLUMBUS OH
Mailing ZipCode	43219
Physical Address	0
Legal Description1	144 000 000 008
Legal Description2	
Total Acreage	10.90
Deed Book	539
Deed Page	357
Plat Book	41
Plat Page	151
Description Location	10.94 ACRE TRACT
Description Location2	
Sale Price	\$70,937.00
Sale Date	2021/07/06

Assessment Information

Building Market Appraisal	66800
Land Market Appraisal	24800
Total Market Appraisal	91600
Total Number Acres	10.90
Total Number Buldings	0
Total Number Lots	0

FRED HARRIS, TREASURER

CHESTERFIELD COUNTY, S.C.

VISIT THE WEBSITE AT: WWW.CHESTERFIELDCOUNTYSC.COM

RECEIPT NUMBER 034033-20-3	PROPERTY VALUATION	TAX LEVY	PROPERTY TAX	SALES TAX CREDIT	HOMESTEAD EXEMPTION	NET TAX
COUNTY						
TOWN OF						

DISTRICT	NO. ACRES	NO. LOTS	NO. BLDGS.	REAL ASSESSMENT	PERSONAL ASSESSMENT
01			1	1450	

SCHOOL OPERATIONS	SCHOOL BONDS	COUNTY OPERATIONS	COUNTY DEBT SERVICE	N.E. TEC. COLLEGE	FIRE DISTRICT

NAME AND ADDRESS OF PROPERTY OWNER(S)

TIMMONS FRITZ
PO BOX 367
HARTSVILLE SC 29550

INDIGENT CARE

RESCUE SQUADS

MUNICIPAL TAX

SCHOOL TAX CREDIT

PLUS FIRE DISTRICT FEE

PLUS CITY PROPERTY MAINTENANCE FEE

PLUS DMV FEE

PLUS ROAD FEE

PENALTY COST

TOTAL PAID

PAID DT 10/08/2021 SH

*** NOT FOR VEHICLE TAXES *** 2020

PROPERTY LOCATION / DESCRIPTION

MAP# 000347 MOHME 1

2001 HORTON ECHO AD#21-01897

49 ADDR 26300

2020

13

FRED HARRIS, TREASURER

CHESTERFIELD COUNTY, S.C.

VISIT THE WEBSITE AT: WWW.CHESTERFIELDCOUNTYSC.COM

RECEIPT NUMBER 034034-20-3	PROPERTY VALUATION	TAX LEVY	PROPERTY TAX	SALES TAX CREDIT	HOMESTEAD EXEMPTION	NET TAX
COUNTY						
TOWN OF						

DISTRICT	NO. ACRES	NO. LOTS	NO. BLDGS.	REAL ASSESSMENT	PERSONAL ASSESSMENT
01	10.90		2	300	

SCHOOL OPERATIONS	SCHOOL BONDS	COUNTY OPERATIONS	COUNTY DEBT SERVICE	N.E. TEC. COLLEGE	FIRE DISTRICT

NAME AND ADDRESS OF PROPERTY OWNER(S)

TIMMONS FRITZ A
P O BOX 367
HARTSVILLE SC 29550

INDIGENT CARE

RESCUE SQUADS

MUNICIPAL TAX

SCHOOL TAX CREDIT

PLUS FIRE DISTRICT FEE

PLUS CITY PROPERTY MAINTENANCE FEE

PLUS DMV FEE

PLUS ROAD FEE

PENALTY COST

TOTAL PAID

PAID DT 10/08/2021 SH

*** NOT FOR VEHICLE TAXES *** 2020

PROPERTY LOCATION / DESCRIPTION

MAP# 144 000 000 011

10.94 ACRE TRACT AD#21-01109

49 ADDR 7550

2020