

STATE OF SOUTH CAROLINA

COUNTY OF Horry

Cathedral Baptist Church
The Grand Strand, Inc. Plaintiff(s)

vs.

Evelyn Califf Defendant(s)

Submitted By: RW Miller
Address: P.O. 2160 M.B.S.C.
29578
843-457- [redacted]

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

20 18^{CP} CP26 1322

SC Bar #: _____
Telephone #: _____
Fax #: _____
Other: _____
E-mail: _____

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

**If Action is Judgment/Settlement do not complete*

- JURY TRIAL demanded in complaint.
- NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|--|--|--|
| <p>Contracts</p> <ul style="list-style-type: none"> <input type="checkbox"/> Constructions (100) <input type="checkbox"/> Debt Collection (110) <input type="checkbox"/> General (130) <input type="checkbox"/> Breach of Contract (140) <input type="checkbox"/> Fraud/Bad Faith (150) <input type="checkbox"/> Failure to Deliver/Warranty (160) <input type="checkbox"/> Employment Discrim (170) <input type="checkbox"/> Employment (180) <input type="checkbox"/> Other (199) <p>Inmate Petitions</p> <ul style="list-style-type: none"> <input type="checkbox"/> PCR (500) <input type="checkbox"/> Mandamus (520) <input type="checkbox"/> Habeas Corpus (530) <input type="checkbox"/> Other (599) <p>Special/Complex /Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> Environmental (600) <input type="checkbox"/> Automobile Arb. (610) <input type="checkbox"/> Medical (620) <input type="checkbox"/> Other (699) <input type="checkbox"/> Sexual Predator (510) <input type="checkbox"/> Permanent Restraining Order (680) | <p>Torts - Professional Malpractice</p> <ul style="list-style-type: none"> <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) Previous Notice of Intent Case #
<u>20</u> <u>-NI-</u> <input type="checkbox"/> Notice/ File Med Mal (230) <input type="checkbox"/> Other (299) <p>Administrative Law/Relief</p> <ul style="list-style-type: none"> <input type="checkbox"/> Reinstate Drv. License (800) <input type="checkbox"/> Judicial Review (810) <input type="checkbox"/> Relief (820) <input type="checkbox"/> Permanent Injunction (830) <input type="checkbox"/> Forfeiture-Petition (840) <input type="checkbox"/> Forfeiture-Consent Order (850) <input type="checkbox"/> Other (899) <p>Pharmaceuticals (630)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Pharmaceuticals (630) <input type="checkbox"/> Unfair Trade Practices (640) <input type="checkbox"/> Out-of State Depositions (650) <input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660) <input type="checkbox"/> Pre-Suit Discovery (670) | <p>Torts - Personal Injury</p> <ul style="list-style-type: none"> <input type="checkbox"/> Conversion (310) <input type="checkbox"/> Motor Vehicle Accident (320) <input type="checkbox"/> Premises Liability (330) <input type="checkbox"/> Products Liability (340) <input type="checkbox"/> Personal Injury (350) <input type="checkbox"/> Wrongful Death (360) <input type="checkbox"/> Assault/Battery (370) <input type="checkbox"/> Slander/Label (380) <input type="checkbox"/> Other (399) <p>Judgments/Settlements</p> <ul style="list-style-type: none"> <input type="checkbox"/> Death Settlement (700) <input type="checkbox"/> Foreign Judgment (710) <input type="checkbox"/> Magistrate's Judgment (720) <input type="checkbox"/> Minor Settlement (730) <input type="checkbox"/> Transcript Judgment (740) <input type="checkbox"/> Lis Pendens (750) <input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760) <input checked="" type="checkbox"/> Confession of Judgment (770) <input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780) <input type="checkbox"/> Other (799) | <p>Real Property</p> <ul style="list-style-type: none"> <input type="checkbox"/> Claim & Delivery (400) <input type="checkbox"/> Condemnation (410) <input type="checkbox"/> Foreclosure (420) <input type="checkbox"/> Mechanic's Lien (430) <input type="checkbox"/> Partition (440) <input type="checkbox"/> Possession (450) <input type="checkbox"/> Building Code Violation (460) <input type="checkbox"/> Other (499) <p>Appeals</p> <ul style="list-style-type: none"> <input type="checkbox"/> Arbitration (900) <input type="checkbox"/> Magistrate-Civil (910) <input type="checkbox"/> Magistrate-Criminal (920) <input type="checkbox"/> Municipal (930) <input type="checkbox"/> Probate Court (940) <input type="checkbox"/> SCDOT (950) <input type="checkbox"/> Worker's Comp (960) <input type="checkbox"/> Zoning Board (970) <input type="checkbox"/> Public Service Comm. (990) <input type="checkbox"/> Employment Security Comm (991) <input type="checkbox"/> Other (999) |
|--|--|--|--|

Submitting Party Signature: _____

Date: 2/23/18

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

20 18 CP26 1322

AFFIDAVIT FOR JUDGMENT BY CONFESSION

I, the undersigned, **Evelyn C. Califf** (aka Dr. Evelyn C. Califf; aka Dr. Evelyn Califf; aka Evelyn Califf; aka Evelyn Califf-Coats; aka Evelyn Coats-Califf), do hereby confess judgment in favor of **Cathedral Baptist Church of the Grand Strand, Inc.**, for the sum of **Forty-Eight Thousand Two Hundred and No/100 Dollars (\$48,200.00)**.

I do hereby authorize the Clerk of Court for any county in South Carolina and or in North Carolina to enter judgment in favor of the said **Cathedral Baptist Church of the Grand Strand, Inc.** and against me in the amount of **Forty-Eight Thousand Two Hundred and No/100 Dollars (\$48,200.00)** plus interest allowed by law and for reasonable attorneys fees and costs if necessary for execution.

This Confession of Judgment is to secure a debt justly owed to **Cathedral Baptist Church of the Grand Strand, Inc.** by me for loans made directly to me by **Cathedral Baptist Church of the Grand Strand, Inc.** as follows:

- \$15,000.00 payable to me by Check # 1257 from Cathedral Baptist Church of the Grand Strand, Inc. dated November 18, 2016 and cashed by me.
- \$12,000.00 payable to me by Check # 1262 from Cathedral Baptist Church of the Grand Strand, Inc. dated November 29, 2016 and cashed by me.
- \$ 5,000.00 payable to me by Check # 1267 from Cathedral Baptist Church of the Grand Strand, Inc. dated December 1, 2016 and cashed by me.
- \$12,000.00 payable to me by Cashier's Check # 09187585 from First Citizens Bank with Cathedral Baptist Church of the Grand Strand, Inc. as Remitter dated December 8, 2016 and cashed by me.
- \$15,000.00 payable to me by Cashier's Check # 09447330 from First Citizens Bank with Cathedral Baptist Church of the Grand Strand, Inc. as Remitter dated January 9, 2017 and cashed by me.

I do not have an attorney but I do fully understand the context of this Judgment by Confession and I do hereby verify that I owe this debt to the **Cathedral Baptist Church of the Grand Strand, Inc.** for loans given to me as described herein and I do hereby bind myself and my heirs and my assigns to this Judgment by Confession.

SIGNATURE: *Evelyn C. Califf*
Evelyn C. Califf (aka Dr. Evelyn C. Califf; aka Dr. Evelyn Califf; aka Evelyn Califf; aka Evelyn Califf-Coats; aka Evelyn Coats-Califf)

SWORN TO BEFORE ME
THIS THE 9 DAY OF NOV, 2017

Walter Thomas
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: April 23, 2024

2018 FEB 23 PM 4:18
GENERAL CLERK OF COURT
HORRY COUNTY
HORRY COUNTY

(SEAL)

HORRY COUNTY

February 23, 2018 2018 FEB 23 PM 4: 40

20 18 CP26 | 322

Over a period of 3 months Evelyn Califf borrowed \$48,200 from our church in 2016-17. According to the paper she signed, the Loan was to save her inheritance and estate. To this day, she has not produced the receipts for the claim she made. In addition, over one year ago she borrowed the last amount that brought the total to \$48,200 loaned to her between November of 2016 and January of 2017. We only loaned her the final amount based on a Contract of Sale of which she and her son produced claiming it was for an amount of \$50,000 for property in Marion that she had received from her son, and when we questioned the contract, her son told us that it would be executed within 30 days and all funds borrowed would be returned. Her son claimed the property was worth \$50,000. [It later was discovered at the court house that he had purchased the property for about \$17,000 and sold it the next day for \$500 to a friend and then on month later had his mother, Evelyn Califf, to purchase the property for around \$40,000.] The contract of sale present to us for the \$50,000 was not genuine, and it appears that the same handwriting signed all sections of it. The promise to pay was not honored, and the house and property presented by the contract of sale, was presented in a picture of a nice home on a nice lot, but during a later investigation it turned out to be a building with a falling in roof and was grown up with small tree size growth making it impossible to even go to the house, totally unlike the picture on line. It has been on the market for many months by her, and \$15,000 is the highest offer received. With what we now believe to be lies from her and her son, and with the trusting kindness of Dr. Stowe and Dr. Miller, two of our trustees, she, with the aid of her son managed to get them to loan every penny the ministry had in Jan. of 2017 bring the total loaned to \$48,200, with a promise of repay in 30 days.

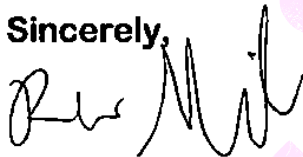
We have now have had over one year. She has a home with enough value that she could pay off the debt and have income for the rest of her life. She promised to put it up for sale in September of 2017 to pay back her debt; however, it was soon to be in foreclosure for non-payment of taxes and insurance and she could not pay the electricity bill and other bills to maintain the house. Dr. Miller and friends of the ministry helped her so that she did not lose it in foreclosure. Still, after she was helped to removed it from foreclosure

in Nov-Dec, she refused to move forward as had promised a number of times to do so. During this year, her failure to honor the agreement of the debt has cost us the loss of a \$250,000 insurance policy that we had paid in over the past 10 years a total of \$60,000. We have lost our worship hall with not enough funds to maintain it. This has caused almost unbearable suffering for the ministry as they have tried to maintain the operation of their programs. In addition, she has instead supported her adult son financially. Since he has no job, she has paid his phone bill, provided transportation, paid all the bills on the home where he lives free, and yet he can be seen on Facebook at bars having a party, so money is coming to him to party while no funds are available to repay the ministry

It is now evident that in spite of the good efforts and sacrifice and help she has received from Dr. Miller and the board, there is not serious effort of repayment and further delay will cost the church further losses by not having these funds on hand.

She has enough equity in the home to repay her debt and to live out the remaining years of her life with her needs met. After one year of trying to help her, it is evident that she and her son, who helped her convince us to make the loan, have no intention of repaying it. We are asking for judgment against her for at least the \$48,200 borrowed which is backed up by copies of checks and also an Affidavit for Judgment by Confession. We are not asking for all our loss such as the insurance policy etc. due to her having our funds that were to be returned by February of 2017. We are asking that the home at 305 Waterside Dr. in Myrtle Beach, S.C. be put up for sale and our funds returned.

Sincerely,



Reg. W. Miller, Pres. of the

Board of Trustees of Cathedral Baptist Church of the Grand Strand.
Inc.