

September 9, 2019

Re. Evelyn Coats-Califf

Ref. Case # 19-04310-jw

By: Dr. Reg. W. Miller , Cathedral Baptist Church of the Grand Strand, Inc.

Original Section 541(b)(2) LAW presented
8/22/19.

United States Bankruptcy Court
Columbia, South Carolina

SEP 09 2019

at 3 O'clock & 54 min. P.M

To: U.S. Bankruptcy Court and James M. Wyman, Bankruptcy trustee:

Having received a copy of the filing for bankruptcy on behalf of Evelyn Coats-Califf, we would want to challenge the information obtained in the document provided to us by the debtors attorney.

1. Attached is a copy of the Judgment by Confession of a total of \$48,200.00 given as a loan to Mrs. Califf. We only applied this judgment to her property because of her continued failure to make good on her promises. She asked for loans to save her property and estates starting in 2016 in the late fall. It was our loans that saved her home at that time. In 2017, she came again and this time had with her a document prepared by her son claiming a contract for sale of a piece of property in Marion County. The document stated that the property would be sold at \$50,000 in several weeks. She and her son promised to repay the full amount if we would loan them the LAST of our funds, \$15,000. We loaned. We did not hear from Mrs. Califf for months. In the fall of 2017 she came to us and said again she was going to lose her home. She said that she knew she had done wrong and would sell the home and buy a smaller place and pay us if we would help her. She said that she could not sell because of hurricane damage from the previous year. I helped her obtain the insurance funds to renovate the damage and also nearly \$18,000 to help her again save her home and pay up all of her bills that were 90 days behind and get her car back on the road.

Again, in the spring of 2018 after everything was done she refused to honor her pledge to sell and repay.

FILED
at 3 O'clock & 54 min. P.M

SEP 09 2019


United States Bankruptcy Court

2. Mrs. Califf at her age cannot maintain such a large home. The electric bill and utilities could make a payment on an apartment or a small home payment.

This bankruptcy is another effort to cheat the church out of the funds she owes. I am including documentation that the amount of worth of the home given is as false as the document given us claiming a sale for property worth \$50,000. The Marion property was purchased by her son several years ago. He paid \$15,000 for it, sold it a few days later to a friend for \$500 and then a month later had the friend sell it to his mother for somewhere between \$30,000 and \$40,000. She probably thought it was worth this much. But, later, when we visited the site, the house had not been given any upkeep and the roof had fallen in and we had to hire someone to cut down all the small trees to even get to the house. We also paid on a Friday in 2017 over \$300 in taxes owed on it when we found out it was scheduled for sale on the courthouse steps the following Monday. Again, she promised to sell this property and give back some of the funds until she could sell her home. She did not do so, we took the Judgment of Confession to Marion and filed a copy there.

Please do not let these two pull this off and again steal from us these funds. The house could be sold easily for \$500,000 which would pay us off and give her the money to purchase a nice apartment that would let her live within her means, and have enough left over to buy her a new car.

Reg. W. Miller


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

9/9/19

Business Entities Online

File, Search, and Retrieve Documents Electronically

CATHEDRAL BAPTIST CHURCH OF THE GRAND STRAND, INCORPORATED

Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Registered Agent

Agent: Rev R Wayne Miller

Address: 803 Howard Ave.
Myrtle Beach, South Carolina 29577

Important Dates

Effective Date: 11/03/1972

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Official Documents On File

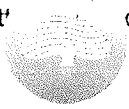
Filing Type	Filing Date
Notice of Change of Registered Office or Registered Agent or Both of a Nonprofit Corporation	02/18/2019
Change of Agent or Office	08/19/2015
Change of Agent or Office	03/19/2013
Change of Agent or Office	04/14/2009
Amendment	03/07/2000
Amendment	12/28/1993
Amendment	07/26/1985
Amendment	12/19/1979
Incorporation	11/03/1972

Former Names

Name	Filing Date
FLORENCE TABERNACLE THE	N/A
TABERNACLE BAPTIST CHURCH OF FLORENCE, S.C.	N/A

Please note the tax copy of the home of Mrs. Califf. It is due to be re-evaluated this year because the homes on each side of her that have been built since the last evaluation are at values near \$600-700,000.00. The property of Mrs. Califf would probably sell at a fire sale for half a million and even more if given more time and without the threats of her son of anyone putting it up for sale.

COURTESY OF
LUNA SHARK MEDIA



Owner, PIN, TMS, Address or Subdivision



Close X

WATERSIDE; LT 5 BL 1 :

PIN: 42612010003 / TMS: 1721501004

Land	Finished Area	2585 sqft	<
	Bedrooms	3	}+
	Baths	2	}
Transfers	Garages/Carports	1	}P
	Auxillary Improvements	YES	☑

Taxable Values

Splits/Merges	Residential Land	225230
	Residential Impr.	223596
	Farm Land	0
Permits	Farm Improved	0
	Farm Use	0
Contact Us	Other Land	0
	Other Improved	0
	Taxable Total	448826

Market Values

Residential Land	225230
Residential Bldg.	227900
Farm Land	0
Farm Building	0
Other Land	0
Other Building	0
Total Market Value	453130

State of N





Owner, PIN, TMS, Address or Subdivision

Close

WATERSIDE; LT 6 BL 1 :

PIN: 42612010002 / TMS: 1721501005

Land	Estimated Year Built	2017	<input type="button" value="←"/>
	Finished Area	3362 sqft	<input type="button" value="↻"/>
	Bedrooms	4	<input type="button" value="↻"/>
Transfers	Baths	4	<input type="button" value="↻"/>
	Garages/Carpports	1	<input type="button" value="↻"/>
	Auxillary Improvements	YES	

Taxable Values

Splits/Merges	Residential Land	225230
	Residential Impr.	390700
Permits	Farm Land	0
	Farm Improved	0
	Farm Use	0
Contact Us	Other Land	0
	Other Improved	0
	Taxable Total	615930

Market Values

Residential Land	225230
Residential Bldg.	390700
Farm Land	0
Farm Building	0
Other Land	0
Other Building	0
Total Market Value	615930

State of N



Owner, PIN, TMS, Address or Subdivision



Close X

WATERSIDE; LT 4 BL 1 :

PIN: 42612010004 / TMS: 1721501024

Konig

Land	Owner	
	[Redacted]	
	MYRTLE BEACH, SC 29577	
Transfers	District	800 - MYRTLE BEACH
	Deed Book	3602
	Deed Page	2529
Splits/Merges	Estimated Acres	0.21 Acres

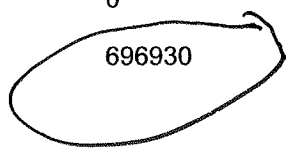


Permits	Primary Building	
	Estimated Year Built	2010
Contact Us	Finished Area	4773 sqft
	Bedrooms	5
	Baths	5
	Garages/Carports	1
	Auxillary Improvements	YES

Taxable Values		
Residential Land		225230
Residential Impr.		471700
Farm Land		0
Farm Improved		0
Farm Use		0
Other Land		0
Other Improved		0
Taxable Total		696930

LUNA COURTESY OF SHARK MEDIA

To her [Signature]



US-174

State of N



18 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.

\$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

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

FILED
2018 MAR -1 AM 11:07
CLERK OF COURT
(SEAL)

1322

COUNTY OF: Horry

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

vs.

Evelyn Califf Defendant(s)

2018 CP 33-160
CIVIL ACTION COVERSHEET

18 - CP - 1322

Submitted By: RW Naylor
Address: P.O. 2180 M.B.S.C.
29578
843-457- [redacted]

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>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) <input type="checkbox"/> Previous Notice of Intent Case # <u>20-NI-</u> <input type="checkbox"/> Notice/ File Med Mal (230) <input type="checkbox"/> Other (299) | <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/ Libel (380) <input type="checkbox"/> Other (399) | <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>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>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>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>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) |
| <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) <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) | | | |

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.

2018 FEB 23 PM 4: 00
 FILED
 Horry County SC
 2018 FEB 23 AM 11:07

February 23, 2018

18

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

FILED
 2019 AUG 07
 11:00 AM
 CLERK OF SUPERIOR COURT
 MARION, INDIANA

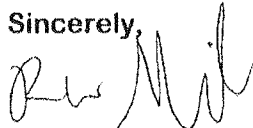
1003

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.