

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

Wing H. Hui,

PLAINTIFF,

vs.

Administration of Veterans Affairs, an office of
the United States of America,

DEFENDANT.

3:16-03592-JMC

CONSENT ORDER

(Non-Jury Quiet Title)

THIS MATTER came before the Court upon Complaint of the Plaintiff Wing H. Hui, seeking to quiet title in Plaintiff's favor to the property commonly known as 8212 Bayfield Road, Columbia, South Carolina. For good cause shown, and as evidenced by the parties' signatures herein below, Plaintiff Wing H. Hui and Defendant Administration of Veterans Affairs, an office of the United States of America, consent and agree as follows:

1. Defendant acquired its interest in the property that is the subject of this action by virtue of the Master's Deed dated June 15, 1972 and recorded in the Office of the Register of Deeds Office in Deed Book D246 at Page 576 on June 19, 1972.

2. The subject property is more sufficiently described as follows:

All that certain piece, parcel, lot or lot of land, with the improvements thereon, situate, lying and being on the southwestern side of Bayfield Road, northeast of the City of Columbia, in the County of Richland, State of South Carolina, being shown and designated as Lot No. Three (3) Block 14 on a map of Springhill, Inc., by B.P. Barber & Associates, January 25, 1968, revised June 18, 1968, and recorded in the office of the Clerk of Court for Richland County in Plat Book X at Page 580, and being further shown and designated on a plat prepared for Milem D. Martin by Issac B. Cox & Son, R.L.S., September 15, 1969, to be recorded; said lot being bounded and measuring as follows: On the northeast by Bayfield Road, whereon it fronts and measures one hundred fifteen (115') feet; on the southeast by Lot No. Four (4) Block 14 on said plat whereon it measures on hundred seventy and 7/10 (170.7') feet; on the southwest by a portion of Lots Twenty four (24) and Twenty-five (25) Block 14 on said plat whereon it measures seventy-five (75') feet; and on the northwest by Lot No. Two (2) Block 14 on said plat whereon it measures one hundred sixty-nine and 7/10 (169.7') feet; be all measurements a little more or less.

TMS#: R17106-02-03

Property Address: 8212 Bayfield Road Columbia, SC 29223

3. Thereafter, Defendant entered into an Installment Contract for the Sale of the above-described property to Glennon Wade and Cecile M. Wade dated August 19, 1972.

4. For unknown reasons, the Installment Contract between Defendant and Glennon Wade and Cecile M. Wade was not recorded in the Register of Deeds Office of Richland County.

5. The Wades subsequently assigned their interest in the Installment Contract to Plaintiff, and Defendant transferred servicing of its loan to Chase Manhattan Mortgage Corporation.

6. Plaintiff purchased the property via a real estate transaction conducted by South Carolina attorney John Huggins, Esquire, now deceased. However, there is no remaining file documentation of this closing.

7. Plaintiff paid off the loan associated Installment Contract on or about July 2002.

8. Efforts to obtain a deed from the Defendant to Glennon Wade and Cecile M. Wade, and in turn to Plaintiff, have been unsuccessful.

9. Despite the conveyances set forth herein, *supra*, and Plaintiff's continuous possession of the subject property for over fourteen years to the exclusion of all others, Defendant is incorrectly reflected as the title holder to the subject property in the public records of Richland County.

10. Defendant no longer possesses any interest in the subject property

11. Plaintiff has continuously maintained ownership and possession of the subject property for more than fourteen years through present, to the exclusion of others.

12. Plaintiff has continuously paid property taxes on the property for over fourteen years.

13. For a continuous period of more than ten (10) years, Plaintiff has used, occupied, and claimed ownership of the subject property openly, hostilely, notoriously, exclusively, and continuously, and has done everything required by law to complete adverse possession.

THEREFORE, based upon the Plaintiff's satisfaction of the loan associated with the corresponding Installment Contract assigned to Plaintiff, Plaintiff's use and possession of the subject property to the exclusion of others for more than fourteen years, and the parties' consent hereto, it is Ordered that:

1. Title in and to the subject property is hereby quieted in Plaintiff Wing. H. Hui's favor in fee simple absolute;

2. Plaintiff Wing. H. Hui is hereby vested title to the subject property in fee simple absolute; and

3. Pursuant to South Carolina Code Section 15-53-20, *et seq.*, Plaintiff is hereby declared to be the sole owner in fee simple, forever barring any claim and/or right of the party defendant(s) who might claim any right, title, interest in or lien upon the real estate described in Plaintiff's Complaint.

IT IS SO ORDERED.

s/J. Michelle Childs
The Honorable J. Michelle Childs
United States District Judge

Columbia, South Carolina
January 27, 2017

3:16-03592-JMC
CONSENT ORDER

WE SO CONSENT:

FINKEL LAW FIRM LLC

/s/ Magalie A. Creech (Dist. Id. No. 10871)

Post Office Box 41489

Charleston, South Carolina 29423

Tel: (843) 577-5460

Facsimile: (866) 800-7954

mccreech@finkellaw.com

Attorneys for the Plaintiff

3:16-03592-JMC
CONSENT ORDER

WE SO CONSENT:

/S/ George J. Conits (Dist. Id. No. 234)

Assistant United States Attorney

55 Beattie Place, Suite 700

Greenville, South Carolina 29601

Tel: (843) 577-5460

george.conits@usdoj.gov

Attorneys for the Defendant Administration of Veterans Affairs, an office of the United States of America