

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
ANDERSON/GREENWOOD DIVISION

IN RE: RECEIVER FOR) Civil Action No.: 8:12-cv-02078-JMC
RONNIE GENE WILSON AND)
ATLANTIC BULLION & COIN, INC.) **ORDER**
_____)

This matter is before the court pursuant to a petition (the “Petition”) by Receiver Beattie B. Ashmore (the “Receiver”) to acquire “full and exclusive legal ownership and control of certain real property with improvements thereon located at 508 Motor Boat Club Road in Greenville, South Carolina 29611 [the “Property”] . . . and further to ascertain the validity of and amount owed on a Promissory Note from the Atwell Family Trust to Troy Grant currently secured by a mortgage on the Property.”¹ (ECF No. 104.)

On February 14, 2013, the court issued an order that effectively assigned to the Receiver full control and possession of assets controlled by the Atwell Family Trust. (ECF No. 43.) “The Atwell Family Trust is the record owner of the Property and has been advised as to the Receiver’s claim for exclusive control of any and all assets of the Atwell Family Trust per the Court Order.” (ECF No. 104 at 1.) In response to the Petition, the Trustee for the Atwell Family Trust filed a document requesting that the court deny the Receiver’s “request to acquire legal control of the Property and recognize the equity interest Ms. Donna Atwell has by virtue of her maintenance² of the Property, the mortgage appropriately granted to Mr. Grant in preservation of

¹ The Receiver attached to the Petition a copy of a promissory note wherein Grant loaned \$60,000.00 to Charles Edward Atwell and Donna Sue Atwell to pay off a mortgage on the property. (See ECF No. 104-1.)

² The Trustee for the Atwell Family Trust asserts that Donna Atwell “paid all taxes on the Property, all mortgage payments on the property, all maintenance on the property and any and all additional expenses associated with the property [and] . . . the Property would have been sold in the 2012 foreclosure action if not for Ms. Donna Atwell intervening to assist in securing funding

the Property and the impartial independent actions taken by the current Trustee in protection of the Property.” (ECF No. 106 at 2.) Thereafter, in reply, the Receiver asked the court to allow “full discovery to ascertain the truth of the alleged facts and to order the production of all documents related to the payoff of the note with Plantation Federal Bank, and the loan proceeds from Troy Grant, including, but not limited to the check conveying the funds and the use of those funds that exceed the payoff of the previous lien.” (ECF No. 110 at 2.)

In consideration of the foregoing, the court **GRANTS** the Receiver’s request for discovery regarding the Property and **DENIES** the Petition with leave to re-file after the Receiver has procured all necessary and relevant discovery on the Property.

IT IS SO ORDERED.

A handwritten signature in black ink that reads "J. Michelle Childs". The signature is written in a cursive, flowing style.

United States District Judge

October 21, 2014
Columbia, South Carolina

to pay off the previous balance owed under the commercial loan and mortgage pledged by Tracy Neily and then Trustee, Herman Cox.” (ECF No. 106 at 1.)