



Wells Fargo Bank, N.A.

v.

PAIGE M HELMS

Docket # 2019CP2300305

Venue: Greenville County

State: South Carolina

CLIENT EXECUTED REPAYMENT AGREEMENT

WFC21783



STATE OF SOUTH CAROLINA
GREENVILLE COUNTY

IN THE COURT OF COMMON PLEAS
13TH JUDICIAL CIRCUIT
DOCKET NO. 2019CP2300305

WELLS FARGO BANK, N.A.,
Plaintiff,

vs.

PAIGE M HELMS, A/K/A PAIGE
HOUSTON,
Defendant.

VERIFICATION

I, Brent R HANSON, am an authorized representative for the Plaintiff in the within action; I have read the foregoing Consent Judgment, and know the contents thereof. The same is true of my own knowledge, except as to matters which may have been stated on information and belief, and concerning those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of Iowa, that the foregoing is true and correct.

Date 03-29-2019

Brent R Hanson
Printed Name: Brent R HANSON
Title: Loan Adjustor
Wells Fargo Bank, N.A.

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REPAYMENT AGREEMENT

THIS REPAYMENT AGREEMENT ("Agreement") by and between Wells Fargo Bank, N.A., ("Creditor"), and PAIGE M HELMS, a/k/a PAIGE HOUSTON, ("Debtor");

WHEREAS the parties have previously entered into a prior agreement wherein the Debtor agreed to pay for an extension of credit by Creditor on account # *****6551 ("the Account"), which prior agreement is currently in default and owing in the amount of \$12,045.50; and,

FURTHERMORE, the parties stipulate that the terms and policies of the parties' prior Agreement for the Account are incorporated herein except as modified below.

IT IS THEREFORE AGREED:

1. Debtor agrees to execute a Confession of Judgment attached hereto for the original principal amount of \$12,045.50, plus attorney fees of \$800.00, and all costs of court.
2. In exchange for valuable consideration, the receipt of which is acknowledged by the parties, Debtor shall pay the Creditor an agreed amount of \$12,045.50 as follows: \$1,900.00 due by April 28, 2019, followed by monthly payments of \$290.00 due on or before the 28th of each month for 34 month(s), with a last payment amount of \$285.50, due on or before March 28, 2022.
3. Payments shall be received by Creditor's Attorney at 1315 Westbrook Plaza Dr., Winston-Salem NC 27103 until the debt is paid in full as set forth in Paragraph 2 above.
4. Creditor, in consideration of the payment(s) to be made by Debtor, agrees to forego execution upon the Judgment of the Court heretofore obtained against the Debtor. If any payment under this Agreement is not received in collected funds in the office of Creditor's Attorney as aforesaid on or before the due date aforesaid, then Creditor shall be entitled to proceed to execute upon the Judgment aforesaid exactly as though this Agreement had never been entered into between the parties; saving only that Creditor shall allow a credit in the amount of all funds received.
5. When the Debtor has met all terms of this Agreement, Creditor will file a release and satisfaction of Judgment heretofore obtained.
6. Debtor agrees that the terms of this Agreement are and shall remain confidential and that such terms shall not be disclosed by Debtor to any other person unless otherwise authorized by Creditor; provided, however, that Debtor may disclose the terms of the Agreement to Debtor's attorneys, accountants, or other professionals retained by Debtor for the purpose of rendering advice to Debtor so long as such persons are informed as to the confidential nature of such information and are directed by Debtor to treat such information confidentially and to use it only in connection with their representation to Debtor.
7. Nothing in this Agreement will be deemed to constitute a waiver by Creditor of any right, remedy, claim, demand or cause of action that Creditor now has or will acquire, or that has arisen or will arise, under this Agreement, the Judgment heretofore obtained, or any other claim that Creditor now has or may acquire against Debtor.

8. Wells Fargo Bank, N.A. may continue to report the status of the account to the consumer reporting agencies. Wells Fargo cannot guarantee how this will appear on your credit report. Upon completion of the payment plan, Wells Fargo will report that this account was paid in full.
9. This Agreement is limited to this account # *****6551 and lawsuit only. Nothing in this Agreement applies, related, or is in settlement of any other account, credit line, or debt owed to Wells Fargo Bank, N.A., its affiliates, subsidiaries, other divisions, or the assignment of said debts to third parties.
10. This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which, shall be taken together, constitute one and the same instrument. Furthermore, a signed counterpart, sent via fax, email or other electronic means shall be deemed an original.
11. Debtor hereby represents and warrants to Creditor as follows:
 - a. This Agreement constitutes a payment in full of Creditor's claim against Debtor. In the event of breach of this Agreement, Creditor reserves all rights to seek redress for its claim by any means permitted by applicable law.
 - b. The consideration received and to be received by Debtor is adequate and sufficient in all respects.
 - c. This Agreement is being entered into by Debtor voluntarily. Debtor has carefully read and understands the effect of this Agreement. Debtor has had the assistance or the opportunity to seek the assistance of separate legal counsel in carefully reviewing, discussing and considering all the terms of the Agreement.

Wells Fargo Bank, N.A.

DEBTOR

Brent R Hanson

PAIGE M HELMS, a/k/a PAIGE HOUSTON

Printed Name Brent RHANSON

Title: Loan Adjustor

Dated: _____

Dated: 03-29-2019

This communication is from a debt collector.

This is an attempt to collect a debt, and any information obtained will be used for that purpose.

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

GREENVILLE COUNTY

13TH JUDICIAL CIRCUIT

DOCKET NO. 2019CP2300305

WELLS FARGO BANK, N.A.,

Plaintiff,

vs.

PAIGE M HELMS, A/K/A PAIGE

HOUSTON,

Defendant.

CONSENT JUDGMENT

CAME TO BE HEARD, the Plaintiff and the Defendant, and each having consented and agreed to the entry of this Judgment as a full and final settlement of the claim on an account underlying the present civil action, together with any claims arising from or related to said account, and it appearing that the Judgment to be entered is fair, just, and reasonable, and is knowingly and freely consented to by each party hereto, it is:

ORDERED, ADJUDGED, AND DECREED that Judgment shall enter in favor of the Plaintiff, and against the Defendant herein for the sum and amounts set forth below:

Principal \$12,045.50

Attorney's Fees \$800.00

15% of principal balance, not to exceed \$800.00

Court Costs \$165.00

Total Judgment \$13,010.50

Plaintiff disclaims any post-judgment interest.

The parties have agreed to waive all further findings of fact and conclusions of law, and have further agreed that this Consent Judgment may be signed out of term, sessions, county, and judicial district, whether in session, in chambers, in vacation or otherwise.

SO ORDERED, this the ____ day of _____, 20____.

Judge Presiding

Consented to:

Plaintiff's Counsel:
Brock & Scott, PLLC

For the Defendant

PAIGE M HELMS, a/k/a PAIGE HOUSTON

Gregory P. Cowan, S.C. Bar # 100299

Sworn to and subscribed before me
this ____ day of _____, 20____.

Notary-Public
My Comm'n Exp.:

Wells Fargo Bank, N.A. v. PAIGE M HELMS,
Greenville County, Consent Judgment

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