

**EXHIBIT A**

**LIS PENDENS, SUMMONS AND COMPLAINT**

**MARCH 22, 2005**

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

CASE NO. 05-CP-10-1224

**CIVIL COVER SHEET**

BANKERS TRUST COMPANY OF CALIFORNIA, N.A. AS TRUSTEE. SERIES 1996-2, CREATED PURSUANT TO A POOLING AND SERVICING AGREEMENT, DATED AS OF DECEMBER 1, 1996, AMONG UCFC FUNDING CORPORATION, AS DEPOSITOR, UNITED COMPANIES LENDING CORPORATION, AS SERVICER, CLASS EL-1, CLASS AMN-1, CLASS AMH-2 CLASS AMH-3, CLASS BMH-1, CLASS R-1, CLASS R-2

Plaintiff,

v.

DEBORAH J. ULMER; ISAIAH ULMER, JR.; SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES; FORD CONSUMER FINANCE CO., INC.

Defendant

SUBMITTED BY: Ronald F. Johnson, Jr.  
ADDRESS: Westpark Center II  
107 Westpark Blvd., Suite 130  
Columbia, South Carolina 29210

SC BAR#: 16931  
TELEPHONE#: 803-798-2112  
FAX# 803-798-2175

NOTE: The cover sheet 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 cover sheet 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 Circuit Court Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Circuit Court Alternative Dispute Resolution Rules.
- This case is exempt from ADR (certificate attached).

**NATURE OF ACTION (Check One Box Below)**

**Contracts**

- Construction (100)
- Debt Collection (110)
- Employment (120)
- General (130)
- Breach of Contract (140)
- Other (199)

**Torts-Professional Malpractice**

- Dental Malpractice (200)
- Legal Malpractice (210)
- Medical Malpractice (220)
- Other (299)

**Torts-Personal Injury**

- Assault/Slander/Libel (300)
- Conversion (310)
- Motor Vehicle Accident (320)
- Premises Liability (330)
- Products Liability (340)
- Personal Injury (350)
- Other (399)

**Real Property**

- Claim & Delivery (400)
- Condemnation (410)
- Foreclosure (420)
- Mechanic's Lien (430)
- Partition (440)
- Building Code Violation (460)
- Other (499)

**Inmate Petitions**

- PCR (500)
- Sexual Predator (510)
- Mandamus (520)
- Habeas Corpus (530)
- Other (599)

**Judgments/Settlements**

- Death Settlement (700)
- Foreign Judgment (710)
- Magistrate's Judgment (720)
- Minor Settlement (730)
- Transcript Judgment (740)
- Lis Pendens
- Other (799)

**Administrative Law/Relief**

- Reinstate Driver's License
- Judicial Review (810)
- Relief (820)
- Permanent Injunction (830)
- Forfeiture (840)
- Other (899)

**Appeals**

- Arbitration (900)
- Magistrate-Civil (910)
- Magistrate-Criminal (920)
- Probate Court (940)
- SCDOT (950)
- Workers Comp (960)
- Zoning Board (970)
- Administrative Law Judge (980)
- Public Service Commission (990)
- Employment Security Comm. (991)
- Other (999)

**Special/Complex/Other**

- Environmental (600)
- Automobile Arb. (610)
- Medical (620)
- Pharmaceuticals (630)
- Unfair Trade Practices (640)
- Other (699)

Submitting Party Signature: 

3-18-05  
Date

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

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS  
CASE NO. 05-CP-10-1224

BANKERS TRUST COMPANY OF  
CALIFORNIA, N.A. AS TRUSTEE. SERIES  
1996-2, CREATED PURSUANT TO A  
POOLING AND SERVICING  
AGREEMENT, DATED AS OF  
DECEMBER 1, 1996, AMONG UCFC  
FUNDING CORPORATION, AS  
DEPOSITOR, UNITED COMPANIES  
LENDING CORPORATION, AS  
SERVICER, CLASS EL-1, CLASS AMN-1,  
CLASS AMH-2 CLASS AMH-3, CLASS  
BMH-1, CLASS R-1, CLASS R-2  
Plaintiff,

**CERTIFICATE OF EXEMPTION  
FROM ALTERNATIVE DISPUTE  
RESOLUTION**

v.  
DEBORAH J. ULMER; ISAIAH ULMER,  
JR.; SOUTH CAROLINA DEPARTMENT  
OF MOTOR VEHICLES; FORD  
CONSUMER FINANCE CO., INC.  
Defendant

I certify that this action is exempt from mediation because:

\_\_\_\_\_ this is a special proceeding or action seeking extraordinary relief such as  
mandamus, habeas corpus, or prohibition;

\_\_\_\_\_ this action is appellate in nature;

\_\_\_\_\_ this is a post-conviction relief matter;

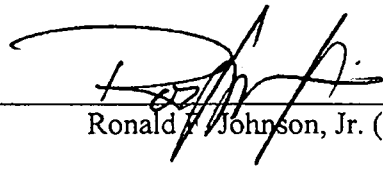
\_\_\_\_\_ this is forfeiture proceeding brought by the State;

\_\_\_\_\_ this is a contempt of court proceeding; or,

\_\_\_\_\_ the parties submitted the case to voluntary mediation with a certified mediator  
prior to the filing of this civil action.

X  **OTHER: MORTGAGE FORECLOSURE**

Date: March 11, 2005

  
\_\_\_\_\_  
Ronald F. Johnson, Jr. (SC Bar 16931)

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS  
CASE NO.

05-CP-10-1224

Lis Pendens

BANKERS TRUST COMPANY OF  
CALIFORNIA, N.A. AS TRUSTEE. SERIES  
1996-2, CREATED PURSUANT TO A  
POOLING AND SERVICING AGREEMENT,  
DATED AS OF DECEMBER 1, 1996,  
AMONG UCFC FUNDING  
CORPORATION, AS DEPOSITOR, UNITED  
COMPANIES LENDING CORPORATION,  
AS SERVICER, CLASS EL-1, CLASS AMN-1,  
CLASS AMH-2 CLASS AMH-3, CLASS BMH-  
1, CLASS R-1, CLASS R-2

Plaintiff,

v.

DEBORAH J. ULMER; ISALAH ULMER, JR.;  
SOUTH CAROLINA DEPARTMENT OF  
MOTOR VEHICLES; FORD CONSUMER  
FINANCE CO., INC.

Defendant

BY \_\_\_\_\_  
JULIE J. ARMSTRONG  
CLERK OF COURT

2005 MAR 22 PM 12:34

FILED

NOTICE IS HEREBY GIVEN THAT an action has been or will be commenced in this Court upon complaint of the above named Plaintiff against the above named Defendant(s) for the foreclosure of a certain mortgage of real estate given by DEBORAH J. ULMER and ISALAH ULMER, JR. to UNICOR MORTGAGE, INC., and recorded in the Office of the Register of Mesne Conveyances for Charleston County on 2/5/1997, in Mortgage Book T279 at Page 756. Thereafter the mortgage was assigned to BANKERS TRUST COMPANY OF CALIFORNIA, N.A. by assignment instrument dated 12/30/1996 and recorded 2/25/1998 in Book A298 at Page 747. Thereafter the mortgage was assigned to the Plaintiff herein.

The premises covered and affected by the said mortgage and by the foreclosure thereof were, at the time of the making thereof and at the time of the filing of this notice, described as follows:

ALL THAT PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING ON BROWNSWOOD ROAD, JOHN'S ISLAND, CHARLESTON COUNTY, S.C. AND KNOWN AND DESIGNATED AS LOT A-1 AS SHOWN ON A PLAT ENTITLED "PLAT OF THE SUBDIVISION OF LOT 50-A (2.00 AC) TO CREATE 50-A1 (.68AC) & 50 A2 (1.31 AC) HICKORY HILL PLANTATION, JOHNS ISLAND, CHARLESTON COUNTY, S.C. MADE BY F. ELLIOTTE QUINN, III,

R.L.W. OF GEORGE A.Z. JOHNSON, JR., INC. DATED MAY 21,  
1982, AND RECORDED IN THE R.M.C. OFFICE FOR  
CHARLESTON COUNTY IN PLAT BOOK CK, AT PAGE 154.

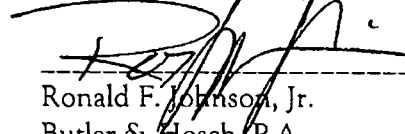
BEING THE SAME PROPERTY CONVEYED TO DEBORAJ J.  
ULMER AND ISAIAH ULMER, JR. BY DEED OF ERNEST L.  
CHOICE AND HENRETTA G. CHOICE, DATED JANUARY 21, 1993  
AND RECORDED IN BOOK G229 AT PAGE 291 IN THE RMC  
OFFICE FOR CHARLESTON COUNTY."

PROPERTY ADDRESS: 1109 Brownswood Road, Johns Island, SC 29455

TMS#: 3120000-181

Dated: March 11, 2005

BUTLER & HOSCH, P.A.



-----  
Ronald F. Johnson, Jr.  
Butler & Hosch, P.A.  
107 Westpark Blvd. Suite 130  
Columbia, SC 29210  
Telephone: 803-798-2112  
Bar # 16931  
Attorneys for Plaintiff  
Fax: 803-798-2175

9392-507  
#05-3636

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS  
CIVIL ACTION NO.

05-CP-10-1224

**SUMMONS**

**Foreclosure of Real Estate  
Mortgage (Non-Jury)**

BANKERS TRUST COMPANY OF  
CALIFORNIA, N.A. AS TRUSTEE.  
SERIES 1996-2, CREATED PURSUANT  
TO A POOLING AND SERVICING  
AGREEMENT, DATED AS OF  
DECEMBER 1, 1996, AMONG UCFC  
FUNDING CORPORATION, AS  
DEPOSITOR, UNITED COMPANIES  
LENDING CORPORATION, AS  
SERVICER, CLASS EL-1, CLASS AMN-  
1, CLASS AMH-2 CLASS AMH-3,  
CLASS BMH-1, CLASS R-1, CLASS R-2  
Plaintiff,

v.

DEBORAH J. ULMER; ISAIAH ULMER,  
JR.; SOUTH CAROLINA DEPARTMENT  
OF MOTOR VEHICLES; FORD  
CONSUMER FINANCE CO., INC.  
Defendant

BY

JULIE J. ARMSTRONG  
CLERK OF COURT

2005 MAR 22 PM 12:34

FILED

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to Answer the Complaint in this  
action, of which a copy is herewith served upon you, and to serve a copy of your answer to said  
Complaint on the persons whose names are subscribed below at 107 Westpark Blvd., Suite 130,  
Columbia, SC 29210, within thirty (30) days after the service hereof, exclusive of the day of  
such service, and if you fail to answer the Complaint within the time aforesaid, judgment by  
default will be rendered against you for the relief demanded in the Complaint. YOU WILL  
ALSO TAKE NOTICE that the undersigned attorneys, on behalf of the Plaintiff herein, will seek  
an Order of Reference to the Master-in-Equity or Special Reference for Charleston County,  
South Carolina, with final appeal to the South Carolina Supreme Court, pursuant to Rule 53 of  
the *South Carolina Rules of Civil Procedure*.

TO MINORS OVER FOURTEEN YEARS OF AGE, AND/OR TO MINORS UNDER  
FOURTEEN YEARS OF AGE AND THE PERSON(S) WITH WHOM THE MINORS  
RESIDE, AND/OR TO PERSON UNDER SOME LEGAL DISABILTIY:

YOU ARE FUTHER SUMMONED AND NOTIFIED to apply for the appointment of a  
guardian *ad litem* within thirty (30) days after the service of this Summons and Notice upon you.  
If you fail to do so, application for such appointment will be made by Butler and Hosch, P.A..

YOU WILL ALSO TAKE NOTICE that under the provisions of the South Carolina Code  
Section 29-3-100, effective June 16, 1993, any collateral assignments of rents contained in the  
attached mortgage is perfected and Plaintiff hereby gives notice that all rents shall be payable  
directly to it by delivery to its undersigned attorneys from the date of default. In the alternative,  
Butler and Hosch, P.A. will move before a judge of this Circuit on the 10<sup>th</sup> day of service hereof,  
or as soon thereafter as counsel may be heard, for an Order enforcing the assignment of rents, if  
any, and compelling payment of all rents covered by such assignment directly to the Plaintiff,  
which motion is to be based upon the original Note and Mortgage and the Complaint attached  
hereto.

The Summons and Complaint in the above captioned matter were filed with the  
Charleston County Clerk of the Court on \_\_\_\_\_, 2005.

BUTLER & HOSCH, P.A.



Ronald F. Johnson, Jr., Esquire  
107 Westpark Blvd., Suite 130  
Columbia, SC 29210  
Telephone: (407) 381-5200  
South Carolina Bar No: 16931  
Attorneys for the Plaintiff

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS  
CASE NO.  
05-CP-10-1224  
COMPLAINT FOR FORECLOSURE OF  
MORTGAGE

BANKERS TRUST COMPANY OF  
CALIFORNIA, N.A. AS TRUSTEE.  
SERIES 1996-2, CREATED PURSUANT  
TO A POOLING AND SERVICING  
AGREEMENT, DATED AS OF  
DECEMBER 1, 1996, AMONG UCFC  
FUNDING CORPORATION, AS  
DEPOSITOR, UNITED COMPANIES  
LENDING CORPORATION, AS  
SERVICER, CLASS EL-1, CLASS AMN-1,  
CLASS AMH-2 CLASS AMH-3, CLASS  
BMH-1, CLASS R-1, CLASS R-2

Plaintiff,

v.

DEBORAH J. ULMER; ISAAH ULMER,  
JR.; SOUTH CAROLINA DEPARTMENT  
OF MOTOR VEHICLES; FORD  
CONSUMER FINANCE CO., INC.

Defendant

(DEFICIENCY WAIVED)

BY

JULIE J. ARMSTRONG  
CLERK OF COURT

2005 MAR 22 PM 12:34

FILED

The Plaintiff above named, complaining of the Defendant(s) herein alleges that:

1. Plaintiff, BANKERS TRUST COMPANY OF CALIFORNIA, N.A. AS TRUSTEE. SERIES 1996-2, CREATED PURSUANT TO A POOLING AND SERVICING AGREEMENT, DATED AS OF DECEMBER 1, 1996, AMONG UCFC FUNDING CORPORATION, AS DEPOSITOR, UNITED COMPANIES LENDING CORPORATION, AS SERVICER, CLASS EL-1, CLASS AMN-1, CLASS AMH-2 CLASS AMH-3, CLASS BMH-1, CLASS R-1, CLASS R-2, is a corporation duly authorized to conduct business in the State of South Carolina.
2. Upon information and belief, the Defendant(s) DEBORAH J. ULMER and ISAAH ULMER, JR. are resident(s) and citizen(s) of the County of Charleston, State of South Carolina, and Defendant(s) FORD CONSUMER FINANCE CO., INC. is a business entity

and is duly authorized to conduct business in the State of South Carolina, and Defendant(s) SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES is an Agency of the State of South Carolina.

3. The real property hereinafter described, that is the subject of this action, is situated and located in the County of Charleston, State of South Carolina, and this Court has proper jurisdiction over the subject matter and the parties of this action.
4. Heretofore, on 12/6/1996, DEBORAH J. ULMER and ISALIAH ULMER, JR. made, executed, and delivered to UNICOR MORTGAGE, INC. a certain Mortgage Note in writing, wherein and whereby DEBORAH J. ULMER and ISALIAH ULMER, JR. promised to pay to UNICOR MORTGAGE, INC., the principal sum of \$41,000.00, together with interest at the rate of 11.85% per annum on the unpaid balance; said principal and interest being payable in monthly installments thereafter until the said note is fully paid. A copy of said Note is attached hereto as Exhibit "A."
5. In order to secure the payment of said note, the said DEBORAH J. ULMER and ISALIAH ULMER, JR., did on the same date, to wit, 12/6/1996, make, execute, and deliver to UNICOR MORTGAGE, INC., its successors and assigns, a certain mortgage covering real property located in the County and State aforesaid and in said mortgage described as follows:  
  
See Attached Exhibit "B".  
  
TMS#: 3120000-181
6. On 2/5/1997, said mortgage was recorded in the office of the ROD for Charleston County in Mortgage Book T279 at Page 756.
7. By Assignment of Mortgage dated 12/30/1996, and recorded in the Office of the R.M.C. for CHARLESTON County in Book A298 at Page 747 on 2/25/1998, UNICOR

MORTGAGE, INC., assigned the subject note and mortgage to the Plaintiff herein.

8. The Mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor(s) and constitutes a valid first lien on the mortgaged premises.
9. In and by the terms of said note and the mortgage securing the same, it is provided, among other things, that on failure to pay any installment of either principal or interest or any portion thereof when due, or if any of the conditions and requirements in the mortgage securing the same not be complied with, then the whole principal sum and accrued interest shall at the option of the legal holder thereof become at once due and payable without notice, and collectible by foreclosure.
10. In and by the terms of the said note it is further provided that the maker thereof shall pay all collection costs including reasonable attorneys fees if the said note be placed in the hands of an attorney for collection after default.
11. Plaintiff waives its right to a deficiency judgment as to any defendant for amounts due on the herein described note and mortgage.
12. Also included as additional collateral for the subject loan transaction was a 1994 Fleetwood mobile/manufactured home containing serial number "GAFLP75A20271WE". Said mobile/manufactured home is duly titled in the records and database of Defendant South Carolina Department of Motor Vehicles (Hereafter "DMV"), and Defendant'(s) Isaiah and Deborah Ulmer are listed on the DMV title as owners of said mobile home. The mobile home was properly included as collateral for the subject mortgage via its description/inclusion on the face of the subject mortgage.
13. The installment of principal and interest falling due from and after 11/1/2004, have not been paid although demand for the payment thereof has been made and the Plaintiff, as

holder of the said note and mortgage, has and does hereby elect to declare the entire balance of said principal and interest due and payable at once; that there is now due and owing and unpaid upon the said note and mortgage the full and just principal sum of \$28,934.88, together with interest thereon at the rate of 11.85% per annum from 10/1/2004, together with reasonable attorneys fees for the collection thereof and the costs of this action.

14. Upon information and belief, said information having been obtained from the records of Defendant, South Carolina Department of Motor Vehicles, the Defendant(s) below named has/have or may claim to have some interest in or lien upon the subject premises by virtue of the matters and things herein below alleged but that any such interest in or lien upon the said premises is junior and subordinate to Plaintiff's said mortgage, to-wit:

a) The Defendant, Ford Consumer Finance Co., Inc., by virtue of a lien upon the title to the subject mobile home, dated 4/27/1994. Upon information and belief, said lien has been paid in full but never satisfied or record.

WHEREFORE, Plaintiff prays judgment that:

- A. The amount due upon the said note and mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action.
- B. Plaintiff's mortgage be declared a valid first lien and that Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due or which may be or have been paid by Plaintiff, together with attorney's fees and for the costs of this action.
- C. The mortgaged premises be sold according to law and the practice of this Court, the equity of redemption be barred and that the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and said sale;

Second, to the payment and discharge of the amount due on Plaintiff's note and mortgage, together with attorney's fees as aforesaid; and


Third, the surplus, if any, be distributed according to law;

- D. That the South Carolina Department of Motor Vehicles be ordered to issue a new title pertaining to the subject mobile home to the successful bidder at the eventual foreclosure sale, free and clear of all liens.
- E. For such other and further relief as may be just and proper.

FURTHER, in the event the successful bidder (at the time of this foreclosure sale) is other than the Defendant(s) in possession herein, the Sheriff of Charleston County will be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located therein, and put the successful bidder or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep the successful bidder or his assigns in such peaceable possession.

Columbia, South Carolina  
March 11, 2005

BUTLER & HOSCH, P.A.



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Ronald F. Johnson, Jr.  
Butler & Hosch, P.A.  
107 Westpark Blvd. Suite 130  
Columbia, SC 29210  
Telephone: 803-798-2112  
Bar # 16931  
Attorneys for Plaintiff  
Fax: 803-798-2175

NOTICE REQUIRED BY THE FAIR DEBT  
COLLECTION PRACTICES ACT  
15 U.S.C. Section 1601, As Amended

1. The amount of the debt is stated in paragraph eleven of the Complaint attached hereto.
2. The plaintiff named in the attached Summons and Complaint is the creditor to whom the debt is owed.
3. The debt is described in the Complaint attached hereto and evidenced by the copy of the Mortgage Note attached hereto will be assumed to be valid by the creditor's law firm, unless the debtor, within thirty days after the receipt of this notice, disputes, in writing, the validity of the debt or some portion thereof.
4. If the debtor notifies the creditor's law firm in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, the creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by the creditor's law firm.
5. If the creditor named as plaintiff in the attached Summons and Complaint is not the original creditor, and if the debtor makes a written request to the creditor's law firm within thirty days from the receipt of this notice, the name and address of the original written requests should be addressed to Ronald F. Johnson, Jr., 107 Westpark Boulevard, Suite 130, Columbia, S.C. 29210
6. This notice should not be construed as a thirty (30) day grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days.

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE

NOTE

Loan No. [REDACTED]

December 6, 1996  
(Date)

North Charleston  
(City)

South Carolina  
(State)

1109 Brownswood Road, Johns Island, SC 29455  
(Property Address)

1. **BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 41,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is UNICOR MORTGAGE®, Inc.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. **INTEREST**

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 11.850 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. **PAYMENTS**

(A) **Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on February 1, 1997. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on January 1, 2012, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at United Companies Lending Corporation, P.O. Box 650023, Dallas, TX 75265-0023 or at a different place if required by the Note Holder.

(B) **Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$ 488.12

4. **BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. **LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. **BORROWER'S FAILURE TO PAY AS REQUIRED**

(A) **Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) **Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) **Acceleration**

If I am in default, the Note Holder may without notice or demand, unless otherwise required by applicable law, require me to pay immediately the full amount of principal that has not been paid and all the interest that I owe on that amount.

(D) **No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

Initials: N.U. L.O.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a written notice of my different address. Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of notice of acceleration, presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

*Isaiah Ulmer Jr.* (Seal)  
ISAIAH ULMER, JR. -Borrower

*Deborah J. Ulmer* (Seal)  
DEBORAH J. ULMER -Borrower

SSN: [REDACTED]

SSN: [REDACTED]

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

SSN:

SSN:

[Sign Original Only]

Pay to the order of Bankers Trust Company of California, N.A., as custodian or trustee under the applicable custodial or trust agreement, without recourse.

UNICOR MORTGAGE, INC.  
BY: *Belinda Wynn*  
Name: Belinda Wynn  
Title: Vice President

APK  
ISAIAH  
ULMER JR  
12/06/96 SC



025804004432

Loan No. [REDACTED]  
Borrower: ISAAH ULMER, JR. and DEBORAH J. ULMER

CA T279pg756

Return to: Garrett Law Office  
1075 East Montague Street  
North Charleston, SC 29405  
Attn: Wendy

[Space Above This Line for Recording Date]

THIS MORTGAGE IS SUBJECT TO ARBITRATION PURSUANT TO CHAPTER 48 OF TITLE 15 (S15-48-10et seq) OF THE CODE OF LAWS OF SOUTH CAROLINA.

**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on December 6, 1996

The mortgagor is ISAAH ULMER, JR. and DEBORAH J. ULMER

This Security Instrument is given to UNICOR MORTGAGE<sup>®</sup>, Inc ("Borrower")  
under the laws of the State of Louisiana, which is organized and existing  
4041 Esren Lane, Suite 300, Baton Rouge, LA 70809 and whose address is  
("Lender")

Borrower owes Lender the principal sum of forty one thousand and NO/100ths Dollars  
(1'S \$ 41,000 00 ) This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"),  
which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 2012.  
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note with interest, and all renewals,  
extensions and modifications of the Note, (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect  
the security of this Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security  
Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors  
and assigns the following described property located in CHARLESTON County, South Carolina

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

MOBILE/MANUFACTURED HOME DESCRIPTION 1994 Fleetwood  
#GAFLP75A20271WE

Borrower, being the true and lawful owner of record of the mobile home being mortgaged with the property, declares that it is Borrower's intent that the mobile home lose its nature as personalty and become realty. Borrower further declares that the mobile home shall remain permanently attached as a part of the real property and will not be removed therefrom.

which has the address of 1109 Brownswood Road, Johns Island  
South Carolina 29455 ("Property Address").  
South Carolina 29455 ("Property Address").

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.  
UNIFORM COVENANTS: Borrower and Lender covenant and agree as follows:

- 1. **Payment of Principal and Interest; Prepayment and Late Charges:** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. **Funds for Taxes and Insurance:** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note until the Note is paid in full a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly household payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8 in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time (12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

Initials: U.U. W.U.

**EXHIBIT B**









Loan No. [REDACTED]  
 Notarized: ISAAK CARR, JR.

EX 7279 PG 761

### EXHIBIT LEGAL DESCRIPTION

Print legal description here (see photocopy). Attach to the Security Instruments and file as one instrument.

ALL that piece, parcel or tract of land, situate, being and being on Brownwood Road, John's Island, Charleston County, S. C., and known and designated as Lot A-1, as shown on a plat entitled "PLAT OF THE SUBDIVISION OF LOT 20 A OF OAKLEY TO CHARLES WALKER (OR AS SUC-  
 AS 11.31 AC), HICKORY HILL, PLANTATION", shown for plan, PHILADELPHIA REALTY CO., S. C., made by J. Billore Patten III, R.L.W. of Orange A.L. Johnson, Jr., Inc., dated May 21, 1964, and recorded in the R.M.C. Office for Charleston County in Plat Book C-1, at Page 114.

Being the same property conveyed to Deborah J. Turner and Joseph Utner, Jr. by deed of Ernest L. Chouss and Heretitia O. Crisco, dated January 21, 1963 and recorded in Book C-228, at Page 281 in the R.M.C. Office for Charleston County.

TMS#119-00-00-1R1

*Business Law Offices*

7279M762

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SOUTH CAROLINA  
0258000443

ASSIGNMENT OF MORTGAGE

COUNTY OF CHARLESTON

FOR VALUE RECEIVED, the party of the first part, and successors of which is hereby acknowledged, the undersigned UNICOR MORTGAGE, INC., ONE EIGHT ONE LANE, BATON ROUGE, LA 70801, does hereby transfer, sell, assign, convey, release, and convey, without recourse, BANDEIRA TRUST COMPANY OF CALIFORNIA, N.A., THREE PARK PLAZA, BEVERLY HILLS, CALIFORNIA, 90210, to transferee or transferee under the captioned MORTGAGE, UNICOR MORTGAGE, INC., ONE EIGHT ONE LANE, BATON ROUGE, LA, 70801, which mortgage is hereby assigned to UNICOR MORTGAGE, INC., ONE EIGHT ONE LANE, BATON ROUGE, LA, 70801, which mortgage is recorded in the office of the Secretary of Motor Contracts for CHARLESTON County, South Carolina, in Mortgage Book 1774, at page 747A, hereinafter referred to as "mortgage," and the undersigned does hereby together with all the other and sundry parties hereto, ratify, confirm, and affirm the said mortgage and instrument of the party of the first part, and convey to the transferee herein all of the right, title, and interest of the undersigned in and to the property described in and conveyed by said mortgage. The undersigned is now the owner of said said and mortgage.

IN WITNESS WHEREOF, the undersigned, in the presence of two witnesses, on the 11th day of JANUARY, 1998, has hereunto set its hand and seal, but in witness whereof the date of DECEMBER, 1998.

UNICOR MORTGAGE, INC.

BY: *Debra Daley*  
NAME: DEBRA WYNN  
TITLE: VICE PRESIDENT  
(CORPORATE SEAL)

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

PERSONALLY appeared before me APRIL McELLOTT and made oath that she was the wife named UNICOR MORTGAGE, INC. by BELINDA WYNN, in Vice President, account, and seal as to act and deed, deliver the within Assignment, and that she and BELINDA WYNN intended to execute the same.

SWORN to and subscribed before me this 11th day of JANUARY, 1998.  
*April McElloTT*  
WITNESS APRIL McELLOTT

NOTARY PUBLIC, DENISE PICKERING  
COMMISSIONED IN THE PARISH OF EAST BATON ROUGE  
BY THE STATE OF LOUISIANA  
MY COMMISSION EXPIRES FOR LIFE  
(AFFIX NOTARIAL SEAL)

PREPARED BY:  
APRIL McELLOTT  
UNITED COMPLEATERS LEASING CORPORATION  
P O BOX 1881  
BATON ROUGE, LOUISIANA 70821

EXHIBIT *C*

United Companies  
Po Box 1891  
Baton Rouge, LA 70821-9894

08A 29876748

Cost  
6.00  
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VHW  
DLS

FILED

A-198-1747

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CHARLIE LYBRAND  
REGISTER  
CHARLESTON COUNTY SC

ASSIGNMENT