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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

The Honorable James E. Chellis
Dorchester County Master-in-Equity

APPELLATE CASE NO. 2020-001168

NCP PILIGRIM, LLC, ... Respondent,

v.

MARY LOU CERCOPELY, DAVID S. CLANCY, SOUTH CAROLINA FEDERAL
CREDIT UNION, SOUTHCOAST COMMUNITY BANK, JOAN GEANURACOS
and DAVID SEAN CLANCY,

of whom MARY LOU CERCOPELY, DAVID S. CLANCY
and DAVID SEAN CLANCY are the Appellants.

RECORD ON APPEAL – VOLUME III

Robert B. Varnado (S.C. Bar # 0007850)
VARNADO LAW FIRM, LLC
P.O. Box 1127
Mount Pleasant, South Carolina 29465
(843) 737-7301

Attorneys for Appellants

Other Counsel of Record:
Russell P. Patterson, Esquire
Lauren P. Williams, Esquire
Russell P. Patterson P. A.
P. O. Box 8047
Hilton Head Island, SC 29938
Attorneys for Respondent

Mary Lou Cercopely et al v. NCP Pilgrim, LLC
APPELLATE CASE NO.: 2020-1168

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Recording Date: 08/18/2009

Instrument: 23

Book: 7202 Page: 108-110

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2009 Aug 18 AM 10:15:51

DORCHESTER COUNTY
SC Deed Rec Fee: .00
Dor Co Deed Rec Fee: .00
Filing Fee: 7.00
Exemption #:
MARGARET L. BAILEY
Register of Deeds



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MARGARET L. BAILEY, REGISTER
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843-563-0181 or 843-832-0181

000503



ELECTRONICALLY FILED - 2020 Mar 25 11:10 AM - DORCHESTER - COMMON PLEAS - CASE#2018CP1802053

STATE OF SOUTH CAROLINA)

COUNTY OF DORCHESTER

FILED/RECORDED
August 18, 2009
DORCHESTER COUNTY
REGISTER OF DEEDS

NOTE and MORTGAGE
MODIFICATION AGREEMENT

Loan #: 02-44015970

117 South Cedar Street, Summerville, SC 29483

THIS AGREEMENT made and entered into this 13th day of August, 2009, by and between, DAVID S. CLANCY and BARBARA A. CLANCY ("Mortgagors"), and CAROLINA FEDERAL SAVINGS BANK ("Mortgagee");

WHEREAS, DAVID S. CLANCY did execute and deliver its certain Promissory Note dated June 10, 2004, in the original principal amount of TWO HUNDRED FIFTY-EIGHT THOUSAND NINE HUNDRED FORTY and 00/100 DOLLARS (\$258,940.00), ("Promissory Note"), payable to the order of Mortgagee said Note being due and payable on June 10, 2009; and with a current principal balance of \$237,990.52;

WHEREAS, BARBARA S. CLANCY did deliver as security for its Promissory Note that certain Mortgage dated June 10, 2004, in the amount of TWO HUNDRED FIFTY-EIGHT THOUSAND NINE HUNDRED FORTY and 00/100 DOLLARS (\$258,940.00), and recorded in the RMC Office for Dorchester County in Book 5393, Page 356 on June 16, 2004; and

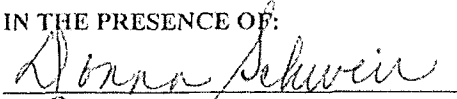
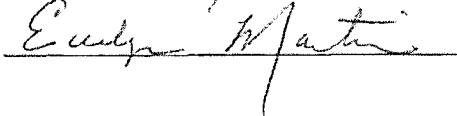
WHEREAS, Mortgagors and Mortgagee are desirous of modifying said Note and Mortgage, being hereby acknowledged, the parties hereto agree as follows:

NOW THEREFORE, in consideration of the promises contained herein and other good and valuable consideration and the sum of (\$2,000.00 toward accrued interest, \$7.00 recording fee for a total of \$2,007.00) the receipt and sufficiency being hereby acknowledged, the parties hereto agree as follows:

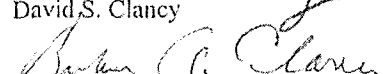
1. We are hereby extending the loan to August 5, 2019.
2. The interest rate will change from Prime + 1.00% with a 5.00% floor to 6.50% fixed for 5 years and will re-price on August 5, 2014 to the 5-year Treasury Constant Maturity + 4.00%. There will be a 6.50% floor.
3. Monthly payments will change from Interest only to Principal & Interest and will be based on a 25- year amortization.
4. There will be 119 monthly payments of \$1,618.72 beginning September 5, 2009 and 1 balloon payment of \$186,318.33 on August 5, 2019.
5. The loan will be transferred from the Consumer Loan System to the Commercial Loan System. The accrual will be 365/360. The payment due date will change from the 20th of the month to the 5th of the month. The accrued interest due through August 12, 2009 is \$5,296.11 and with the \$2,000.00 paid toward interest, this leaves \$3,296.11 interest due that will be transferred to the Commercial Loan System. The outstanding late charges of \$241.97 will also be transferred to the Commercial Loan System.
6. This modification shall not constitute a waiver of any other provisions of the Note and Mortgage or any rights that Mortgagee may have under the Note and Mortgage arising from Mortgagor's actions or inactions prior to or subsequent to such modification.
7. All of the terms and conditions of the Note and Mortgage and all the other lien documents in favor of the said Note and Mortgage shall remain in full force and effect, and the same are hereby in all other respects republished, ratified, and confirmed.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals this 13th day of August, 2009.

IN THE PRESENCE OF:

MORTGAGORS:


David S. Clancy

Barbara A. Clancy

IN THE PRESENCE OF:

[Signature]
[Signature]

MORTGAGEE: Carolina Federal Savings Bank

[Signature]
By: Stephen C. Herman
For: Carolina Federal Savings Bank
Its: Chief Lending Officer

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

Acknowledgement

This instrument was acknowledged before me on August 13, 2009 by David S. Clancy.

Christine F. Adams
Notary Public for South Carolina
My Commission Expires: 3/6/11

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

Acknowledgement

This instrument was acknowledged before me on August 13, 2009 by Barbara A. Clancy

Christine F. Adams
Notary Public for South Carolina
My Commission Expires: 3/6/11

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

Acknowledgement

This instrument was acknowledged before me on August 13, 2009 by Stephen C. Herman for Carolina Federal Savings Bank.

Christine F. Adams
Notary Public for South Carolina
My Commission Expires: 3/6/11

Trial Exhibit 7



Recording Date: 07/09/2010

Instrument: 15

Book: 7560 Page: 154-156

FILED-RECORDED
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2010 Jul 09 AM 10:15:15

DORCHESTER COUNTY
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000507



FILED/RECORDED
July 9, 2010
DORCHESTER COUNTY
REGISTER OF DEEDS

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

NOTE and MORTGAGE
MODIFICATION AGREEMENT
Loan #: 02-44015970
117 South Cedar Street, Summerville, SC 29483

THIS AGREEMENT made and entered into this 24th day of June, 2010, by and between, DAVID S. CLANCY and BARBARA A. CLANCY ("Mortgagors"), and CAROLINA FEDERAL SAVINGS BANK ("Mortgagee");

WHEREAS, DAVID S. CLANCY did execute and deliver its certain Promissory Note dated June 10, 2004, in the original principal amount of TWO HUNDRED FIFTY-EIGHT THOUSAND NINE HUNDRED FORTY and 00/100 DOLLARS (\$258,940.00), ("Promissory Note"), payable to the order of Mortgagee said Note being due and payable on June 10, 2009 with a current principal balance of \$237,990.52;

WHEREAS, BARBARA S. CLANCY did deliver as security for its Promissory Note that certain Mortgage dated June 10, 2004, in the amount of TWO HUNDRED FIFTY-EIGHT THOUSAND NINE HUNDRED FORTY and 00/100 DOLLARS (\$258,940.00), and recorded in the RMC Office for Dorchester County in Book 5393, Page 356 on June 16, 2004; and

WHEREAS, the loan was modified on August 13, 2009;

WHEREAS, Mortgagors and Mortgagee are desirous of modifying said Note and Mortgage, being hereby acknowledged, the parties hereto agree as follows:

NOW THEREFORE, in consideration of the promises contained herein and other good and valuable consideration and the sum of (\$0.00) the receipt and sufficiency being hereby acknowledged, the parties hereto agree as follows:

1. We are hereby changing the maturity date from August 5, 2019 to July 5, 2012.
2. The interest rate will change from 6.50% fixed to 5.50% fixed.
3. The new monthly payments will be based on a 30- year amortization.
4. There will be 23 monthly payments of \$1,365.72 beginning August 5, 2010 and 1 balloon payment of \$233,260.81 on July 5, 2012.
5. Accrued interest to June 24, 2010 in the amount of \$16,831.82 will be added to payoff charges and \$1,051.27 in late charges will also be added to payoff charges.
6. This modification shall not constitute a waiver of any other provisions of the Note and Mortgage or any rights that Mortgagee may have under the Note and Mortgage arising from Mortgagor's actions or inactions prior to or subsequent to such modification.
7. All of the terms and conditions of the Note and Mortgage and all the other lien documents in favor of the said Note and Mortgage shall remain in full force and effect, and the same are hereby in all other respects republished, ratified, and confirmed.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals this 24th day of June, 2010.

IN THE PRESENCE OF:

Rudney Moultrie
Hugh A. Berry

MORTGAGORS

David S. Clancy

Barbara A. Clancy

Return to: Carolina Federal Savings Bank, 1509 Highway 17 North, Mount Pleasant, SC 29464

IN THE PRESENCE OF:

Donna Schwin
Patricia Hyle

MORTGAGEE: Carolina Federal Savings Bank

By: Stephen C. Herman
 For: Carolina Federal Savings Bank
 Its: Chief Lending Officer

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

Acknowledgement

This instrument was acknowledged before me on June 24, 2010 by David S. Clancy.

Lisa A. Berry
 Notary Public for South Carolina
 My Commission Expires: 5-1-13

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

Acknowledgement

This instrument was acknowledged before me on June 24, 2010 by Barbara A. Clancy

Lisa A. Berry
 Notary Public for South Carolina
 My Commission Expires: 5-1-13

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

Acknowledgement

This instrument was acknowledged before me on June 24, 2010 by Stephen C. Herman for Carolina Federal Savings Bank.

Christine F. Adams
 Notary Public for South Carolina
 My Commission Expires: 3/6/11

Return to: Carolina Federal Savings Bank, 1509 Highway 17 North, Mount Pleasant, SC 29464

Trial Exhibit 8



Recording Date: 03/08/2013

Instrument: 5

Book: 8718 Page: 33-38

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DORCHESTER COUNTY
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MARGARET L. BAILEY, REGISTER
POST OFFICE BOX 38
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843-563-0181 or 843-832-0181

000511



10-
THIS DOCUMENT PREPARED BY
AND UPON RECORDATION, RETURN TO:
ANDERSON, MCCOY & ORTA, P.C.
100 North Broadway, Suite 2600
Oklahoma City, OK 73102
Telephone: (888) 236-0007

Dorchester County, State of South Carolina

FILED/RECORDED
March 8, 2013
DORCHESTER COUNTY
REGISTER OF DEEDS

ASSIGNMENT OF REAL ESTATE MORTGAGE

On June 8, 2012, Carolina Federal Savings Bank, Charleston, SC (the "Failed Bank") was closed by its supervising institution, and the Federal Deposit Insurance Corporation (acting in any capacity, the "FDIC") was appointed as Receiver.

FEDERAL DEPOSIT INSURANCE CORPORATION IN ITS CAPACITY AS RECEIVER FOR CAROLINA FEDERAL SAVINGS BANK, CHARLESTON, SC, at 550 17th Street NW, Washington, D.C. 20429-0002 (hereinafter referred to as "Assignor"), for value received, does by these presents, grant, bargain, sell, assign, transfer and set over to **CRE/ADC VENTURE 2012-1, LLC**, a Delaware limited liability company, its successors and assigns, at 2450 Broadway, 6th Floor, Santa Monica, California 90404, all right, title and interest in and to those documents listed immediately below, which relate to property described on the attached Exhibit A:

CRE/ADC 2012-1
AMO Ref: 3059.145
Loan Ref: 244015970
AssetID: 10441000754
ServicerRef: 030289863

Real Estate Mortgage, dated June 10, 2004 (the "Mortgage"), executed by Barbara A. Clancy (the "Grantor"), in the original principal sum of Two Hundred Fifty-Eight Thousand Nine Hundred Forty and 00/100 Dollars (\$258,940.00) securing a Note made payable to Carolina Federal Savings Bank and which Mortgage was recorded on June 16, 2004, in Book 5393, Page 356 in the Real Estate Records of Dorchester County, State of South Carolina ("Real Estate Records").

TO HAVE AND TO HOLD THE SAME UNTO SAID CRE/ADC VENTURE 2012-1, LLC, ITS SUCCESSORS AND ASSIGNS.

THIS ASSIGNMENT IS MADE WITHOUT RECOURSE, AND WITHOUT REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, OR BY OPERATION OF LAW, OF ANY KIND OR NATURE WHATSOEVER, BY THE FDIC IN ITS CAPACITY AS RECEIVER FOR CAROLINA FEDERAL SAVINGS BANK, CHARLESTON, SC, OR IN ITS CORPORATE CAPACITY. THE LOAN IS CONVEYED "AS IS" AND "WITH ALL FAULTS," WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING AS TO COLLECTABILITY, ENFORCEABILITY, VALUE OF COLLATERAL, ABILITY OF ANY OBLIGOR TO REPAY, CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS, IMPLIED OR BY OPERATION OF LAW, BY ANY PERSON, INCLUDING THE FDIC OR ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CRE/ADC 2012-1
AMO Ref.: 3059.145
Loan Ref.: 244015970
AssetID: 10441000754
ServicerRef: 030289863

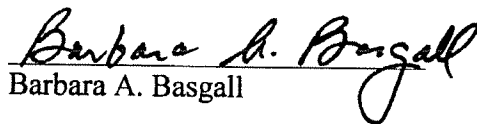
IN WITNESS WHEREOF, FEDERAL DEPOSIT INSURANCE CORPORATION IN ITS CAPACITY AS RECEIVER FOR CAROLINA FEDERAL SAVINGS BANK, CHARLESTON, SC, has caused this instrument to be executed this 30th day of January, 2013, effective as of the 11th day of December, 2012.

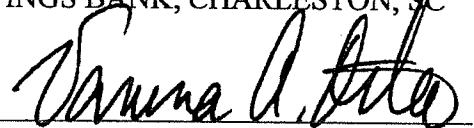
ASSIGNOR:

FEDERAL DEPOSIT INSURANCE CORPORATION IN ITS CAPACITY AS RECEIVER FOR CAROLINA FEDERAL SAVINGS BANK, CHARLESTON, SC

Witness:


Aimee DiMaria


Barbara A. Basgall

By: 
Name: Vanessa A. Orta
Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF OKLAHOMA)

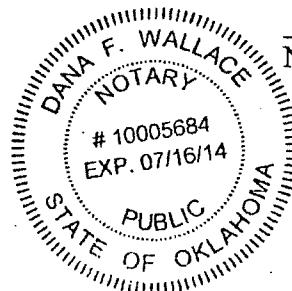
COUNTY OF OKLAHOMA)

SS:

On this 30th day of January, 2013, before me personally appeared Vanessa A. Orta, as Attorney-in-Fact for FEDERAL DEPOSIT INSURANCE CORPORATION IN ITS CAPACITY AS RECEIVER FOR CAROLINA FEDERAL SAVINGS BANK, CHARLESTON, SC, known to me or proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument, and she thereupon duly acknowledged to me that she executed the same to be her free act and deed.

WITNESS my hand and official seal.

My commission expires:




Name of Notary: Dana F. Wallace

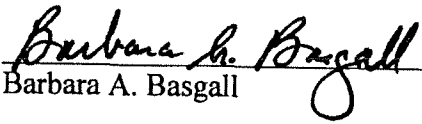
IN WITNESS WHEREOF, FEDERAL DEPOSIT INSURANCE CORPORATION IN ITS CAPACITY AS RECEIVER FOR CAROLINA FEDERAL SAVINGS BANK, CHARLESTON, SC, has caused this instrument to be executed this 30th day of January, 2013, effective as of the 11th day of December, 2012.

ASSIGNOR:

Witness:



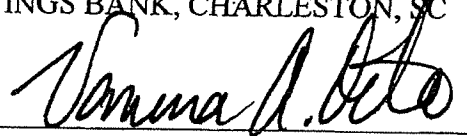
Aimee DiMaria



Barbara A. Basgall

FEDERAL DEPOSIT INSURANCE CORPORATION IN ITS CAPACITY AS RECEIVER FOR CAROLINA FEDERAL SAVINGS BANK, CHARLESTON, SC

By:



Name: Vanessa A. Orta

Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF OKLAHOMA)

COUNTY OF OKLAHOMA)

SS:

On this 30th day of January, 2013, before me personally appeared Vanessa A. Orta, as Attorney-in-Fact for FEDERAL DEPOSIT INSURANCE CORPORATION IN ITS CAPACITY AS RECEIVER FOR CAROLINA FEDERAL SAVINGS BANK, CHARLESTON, SC, known to me or proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument, and she thereupon duly acknowledged to me that she executed the same to be her free act and deed.

WITNESS my hand and official seal.

My commission expires:




Name of Notary: Dana F. Wallace

EXHIBIT A

All that lot, piece, or parcel of land, with the buildings thereon, situate, lying and being in the Town of Summerville, in the County of Dorchester (formerly Berkeley), in the State aforesaid, measuring and containing sixty-three (63) feet, six inches, in front on Black Jack Street, now known as Cedar Street, and the same on the back line, by two hundred and ten (210) feet in depth, be the said dimensions more or less; butting and bounding, Northwest on Black Jack Street, now known as Cedar Street, Northeast on Lands now or formerly of John H. Grainger, Southeast on lands now or formerly of Thaddeus W. Phelon, and Southwest on lands now or formerly of the Estate of C.H. Kornahrens.

Being the same property conveyed to William E. Clancy and Barbara Anne Clancy by deed of John Grainger Lanneau, George Johnston Lanneau, and Jessie L. Finucan on March 20, 1981 and recorded on March 23, 1981 in book 436 at page 118 of the Dorchester County RMC office. Thereafter being the same property conveyed to the Mortgagor herein, Barbara Anne Clancy, by deed of distribution of William E. Clancy on January 25, 1990 and recorded on January 25, 1990 in book 717 at page 101 of the Dorchester County RMC office.

LESS AND EXCEPT ANY AND ALL PROPERTY PREVIOUSLY RELEASED OF RECORD.

CRE/ADC 2012-1
AMO Ref: 3059.145
Loan Ref: 244015970
AssetID: 10441000754
ServicerRef: 030289863

Trial Exhibit 9

MARGARET L BAILEY
DORCHESTER COUNTY
REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

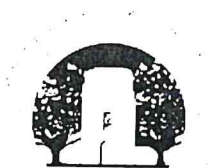
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*** ELECTRONICALLY RECORDED DOCUMENT ***

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Recorded On:	August 23, 2018	
Recorded At:	08:38:19 AM	Received From: SIMPLIFILE
Recorded By:	CB	Parties:
Book/Page:	RB 11512: 126 - 129	Direct- CLANCY, BARBARA A
Total Pages:	4	Indirect- CRE ADC VENTURE 2012 A LLC

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee: \$8.00
Tax Charge: \$0.00



Margaret Bailey

Margaret Bailey - Register of Deeds

000518



ELECTRONICALLY FILED - 2020 Mar 25 11:10 AM - DORCHESTER - COMMON PLEAS - CASE#2018CP1802053

Prepared by, and after
Recording, return to:

Colin Ferguson
Dickinson Wright PLLC
300 West Vine St., Ste. 1700
Lexington, KY 40507
Telephone: (615) 620-1705

Cross Reference: Book 5393, Page 356

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF MORTGAGE OR OTHER SECURITY INSTRUMENT

As of the 26th day of June, 2018, **CRE/ADC VENTURE 2012-1, LLC**, a Delaware limited liability company, having an address c/o Colony Northstar, Inc., 515 South Flower Street, 44th Floor, Los Angeles, CA 90071 ("Assignor"), as the holder of the instrument(s) hereinafter described and for valuable consideration hereby endorses, assigns, sells, transfers and delivers to **NCP PILGRIM LLC**, a Delaware limited liability company, having an address c/o Northlight Capital Partners, 64 Wall Street, Ste. 212, Norwalk, CT 06850 ("Assignee"), its successors, participants and assigns, without recourse or warranty, all right, title and interest of Assignor in and to those certain instruments described on Exhibit A attached hereto, as the same may have been renewed, assigned, amended, supplemented, restated or modified.

Together with any and all notes and obligations therein described, the debt and claims secured thereby and all sums of money due and to become due thereon, with interest provided for therein, and hereby irrevocably appoints Assignee hereunder its attorney to collect and receive such debt, and to foreclose, enforce and satisfy the foregoing the same as it might or could have done were these presents not executed, but at the cost and expense of Assignee.

Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed this 15th day of Aug., 2018.

[Signature]
 Witness
Stephen Parro
 Printed Name

[Signature]
 Witness
[Signature]
 Printed Name

ASSIGNOR:

CRE/ADC VENTURE 2012-1, LLC, a
 Delaware limited liability company

By: NCP Pilgrim LLC, a Delaware limited
 liability company

Its: Attorney-in-fact under Limited Power of
 Attorney dated June 26, 2018

By: [Signature]
 Name: Marshall Burchard
 Title: Authorized Signatory

ACKNOWLEDGEMENT

STATE OF CONNECTICUT)
)
 COUNTY OF Fairfield)

On the 15 day of August, 2018, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Marshall Burchard, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity as authorized signatory on behalf of NCP Pilgrim LLC, a Delaware limited liability company, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official SEAL.

Signature: [Signature]
 Notary Public

My Commission Expires:

LUKASZ MYSLIWIEC
NOTARY PUBLIC
 MY COMMISSION EXPIRES JAN. 31, 2023

EXHIBIT A

MORTGAGE from BARBARA A. CLANCY, in favor of Carolina Federal Savings Bank, dated as of June 10, 2004, in the original principal amount of \$258,940.00, and recorded in Book 5393, Page 356, in the Real Estate Records of Dorchester County, South Carolina.

Trial Exhibit 10

MARGARET L BAILEY
DORCHESTER COUNTY
REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

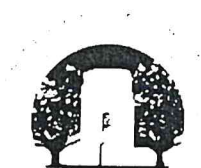
***** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE *****

***** ELECTRONICALLY RECORDED DOCUMENT *****

Instrument #:	2018020937	
Receipt Number:	50878	Return To:
Recorded As:	EREC-POWER OF ATTORNEY	
Recorded On:	August 23, 2018	
Recorded At:	08:38:18 AM	Received From: SIMPLIFILE
Recorded By:	CB	Parties:
Book/Page:	RB 11512: 122 - 125	Direct- CRE ADC VENTURE 2012 1 LLC
Total Pages:	4	Indirect- BURCHARD, MARSHALL

***** EXAMINED AND CHARGED AS FOLLOWS *****

Recording Fee: \$15.00
Tax Charge: \$0.00



Margaret Bailey

Margaret Bailey - Register of Deeds

000523

NCP Pilgrim 2-21-



ELECTRONICALLY FILED - 2020 Mar 25 11:10 AM - DORCHESTER - COMMON PLEAS - CASE#2018CP1802053

PREPARED BY:

McCOY & ORTA, P.C.
100 North Broadway, Suite 2600
Oklahoma City, Oklahoma 73102
Telephone: 888-236-0007

AND UPON RECORDATION

RETURN TO:

Dickinson Wright PLLC
300 West Vine St. Ste. 1700
Lexington, KY 40507

**LIMITED POWER OF ATTORNEY
CRE/ADC VENTURE 2012-1, LLC**

KNOW ALL PERSONS BY THESE PRESENTS that CRE/ADC VENTURE 2012-1, LLC, a Delaware limited liability company, hereafter called (the "Company"), hereby designates Marshall Burchard, as Authorized Signatory, of NCP PILGRIM LLC, a Delaware limited liability company (the "Attorney-in-Fact"), to act on behalf of the Company for the sole purpose of executing the documents outlined below; and

WHEREAS the undersigned has full authority to execute this Limited Power of Attorney on behalf of the Company;

NOW THEREFORE, the Company grants to the Attorney-in-Fact the authority, subject to the limitations herein, as follows:

1. To execute, acknowledge, seal and deliver on behalf of the Company, any and all instruments of transfer and conveyance, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits and supporting documents as may be necessary or appropriate to evidence the sale and transfer of any asset.

2. To grant to the Attorney-in-Fact full power and authority to do and perform all acts necessary to carry into effect the powers granted by this Limited Power of Attorney as fully as the Company in any capacity might or could do with the same validity as if all and every such act had been herein particularly stated, expressed and especially provided for.

This Limited Power of Attorney shall be effective from the date herein executed, and shall continue in full force and effect through December 31, 2018, unless otherwise terminated by an official of the Company, or its successors and assigns authorized to do so ("Revocation"). At such time this Limited Power of Attorney will be automatically revoked. Any third party may rely upon this document as the named individuals' authority to continue to exercise the powers herein granted unless a Revocation has been recorded in the public records of the jurisdiction where this Limited Power of Attorney has been recorded, or unless a third party has received actual notice of a Revocation.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Company has caused these presents to be executed and subscribed in its name this 26 day of June, 2018.

Signed, sealed and delivered
in the presence of:

COMPANY:

**CRE/ADC VENTURE 2012-1, LLC, a
Delaware limited liability company**

By: [Signature]
Name: KEVIN SHATT

Witness

By: [Signature]
Name: TAM TRAN

Witness

By: ColFin 2012 CRE ADC Funding, LLC
Its Manager

By: [Signature]
Name: Mark M. Hedstrom
Title: Vice President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

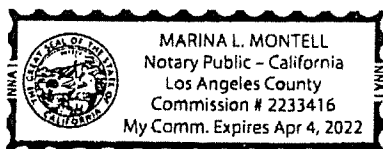
COUNTY OF LOS ANGELES)

SS:

On this 26 day of June, 2018, before me, Marina L. Montell, Notary Public, personally appeared Mark M. Hedstrom, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Signature]
My commission expires: April 4, 2022

Trial Exhibit 11

Loan Number: 010063670



KeyBank Real Estate Capital
Loan Servicing Department
P.O. Box 713397
Overland Park, KS 66211
888-979-1200

Loan History Report

Borrower Name: David Clancy
Borrower Addr: Barbara A. Clancy
418 Lakeview Drive
Summerville, SC 29485-0000

Property Name: 117 South Cedar Street
Property Addr: 117 South Cedar Street
Summerville, SC 29483

Loan Number: 010063670
Note Date: 06/10/2004
Original Loan Amt: \$258,940.00
Maturity Date: 07/05/2012
Next Due Date: 07/05/2012
Interest Rate: 5.0000%
Late Fee Percent: 5.0000%
Grace Days: 15
Current Loan Balance: \$234,657.55
Current Tax Balance: \$0.00
Current Insurance Balance: \$0.00
Current MIP/Guar Balance: \$0.00
Current Reserve Balance: \$0.00
Current Advances: \$489.50
Current Suspense: \$0.00
Late Fees Outstanding: \$0.00

System Date	Effective Date	Paid For Date	Description	Amount	Principal Paid	Interest Paid	Tax Amount	Insurance Amount	MIP Amount	Reserve Paid	Late Fees Paid	Suspense	Prin Ending Balance	Disb Type Code
08/20/12			NEW LOAN	234,657.55	234,657.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	234,657.55	
10/03/12			Change of basis A to R	234,657.55	234,657.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	234,657.55	
10/03/12	10/03/12		LATE CHARGE ASSESSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	234,657.55	
12/27/12	09/24/12		MISC EXPENSE	489.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	234,657.55	
01/13/13	01/14/13		PAYMENT RECD	986.80	0.00	986.80	0.00	0.00	0.00	0.00	0.00	0.00	234,657.55	
01/13/13	01/14/13		PAYMENT RECD	124.56	0.00	124.56	0.00	0.00	0.00	0.00	0.00	0.00	234,657.55	
Date Range Totals:				469,315.10	469,315.10	1,111.36	0.00	0.00	0.00	0.00	0.00	0.00	234,657.55	

000528

Date Printed: 01/24/2013

Page 1 of 1

NCP Pignin 2-7-19 001308



Trial Exhibit 12

Russell P. Patterson, P.A.



Serving the Lowcountry for over 34 years

Physical Address

19 Shelter Cove Ln., Ste. 107
Hilton Head, SC 29928

Russell P. Patterson

russell@russellpattersonlaw.com

Lauren P. Williams

lauren@russellpattersonlaw.com

Mailing Address

P.O. Box 8047
Hilton Head, SC 29938
(843) 341-9300
(843) 341-9301 fax

October 25, 2018

Ms. Mary Lou Cercopely
209 W 7th North Street, Apt. 13A
Summerville, SC 29483-6646

Mr. David S. Clancy
209 W 7th North Street, Apt. 13A
Summerville, SC 29483-6646

Re: Loan No. 02-44015970
Date of Loan: June 10, 2004
Original Principal Amount: \$258,940.00

Dear Ms. Cercopely and Mr. Clancy:

Please be advised that my Firm has been retained by NCP Pilgrim, LLC ("NCP"), who recently purchased the above referenced loan from the FDIC, in connection with the current default for the above referenced loan. Pursuant to the terms of the June 24, 2010 Note and Mortgage Modification, this loan matured on July 5, 2012. The current amount outstanding on this loan is \$430,391.52 ("Amount to Cure"). Please be advised if you do not contact my office regarding the Amount to Cure within ten (10) days from the date of this letter, I will proceed to enforce the rights of NCP under the loan documents, including but not limited to the promissory note and mortgage.

I urge you to give this matter your prompt and serious attention.

Sincerely,
RUSSELL P. PATTERSON, P.A.

Lauren P. Williams
Lauren P. Williams

Enclosures

cc: Britt Loukos (w/o encl.)- via email

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

000530



Trial Exhibit 13

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIRST JUDICIAL CIRCUIT
COUNTY OF DORCHESTER	)	CIVIL ACTION NO.: 2018-CP-18-__
NCP Pilgrim, LLC,	)	
	)	
PLAINTIFF,	)	
	)	
vs.	)	
	)	
Mary Lou Cercopely; David S. Clancy; South	)	COMPLAINT
Carolina Federal Credit Union; Southcoast	)	(Mortgage Foreclosure)
Community Bank; Joan Geanuracos; David	)	(Non-Jury)
Sean Clancy,	)	
	)	
DEFENDANTS.	)	
	)	

The Plaintiff, complaining of the Defendants herein, respectfully shows the Court that:

1. Plaintiff, NCP Pilgrim, LLC ("NCP"), is a limited liability company doing business in the State of South Carolina.
2. That NCP is the owner and holder of a note and mortgage covering real property which is the subject of the foreclosure action herein located in the County of Dorchester and is described more fully in Exhibit A attached hereto ("Subject Property").
3. That NCP is informed and believes that Defendant David S. Clancy ("Borrower") is an individual residing in the County of Dorchester, South Carolina and is currently an owner of the Subject Property.
4. That NCP is informed and believes that Defendant Mary Lou Cercopely is an individual residing in the County of Dorchester, South Carolina and is currently an owner of the Subject Property.
5. Upon information and belief, Defendants are not in the military service of the United States or otherwise protected by the provisions of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended.



6. On or about June 10, 2004, for value received, Borrower executed and delivered to Carolina Federal Savings Bank ("Carolina"), NCP's predecessor in interest, a note for the sum of \$258,940 reflecting a loan in said amount ("Original Note" - Exhibit 1).

7. To better secure the payment of the said Original Note and all renewals, in accordance with the terms and conditions thereof, and with the other documents herein referenced, Barbara A. Clancy ("Clancy") executed and delivered to Carolina a first mortgage on the Subject Property ("Mortgage").

8. Thereafter Mortgage was recorded in the Office of the Register of Deeds for Dorchester County ("ROD") in Book 5393 at Page 356. A copy of the Mortgage is attached hereto as Exhibit 2 and incorporated herein by reference.

9. That the Mortgage constitutes a first mortgage lien on the Subject Property.

10. Thereafter the above loan was modified on various occasions, with the last being on July 9, 2010. At that time, Borrower and Clancy executed a Note and Mortgage Modification (Exhibit 3) whereby the maturity date was changed to July 5, 2012. The Original Note and Modification are collectively referred to as Note.

11. Thereafter, Barbara A. Clancy died on October 31, 2012, and pursuant to her Will her interest in the subject property was left to Mary Lou Cercopely ("Cercopely") and David S. Clancy, as evidenced by that Deed of Distribution recorded with the ROD in Book 9884 at Page 109. That record title to the Subject Property is now held by Borrower and Cercopely.

12. That on or about March 8, 2013, the Note and Mortgage was assigned by Carolina to CRE/ADC Venture 2012-1, LLC, as recorded with the ROD in Book 8718 at Page 33 (Exhibit 4).

13. Thereafter, on or about August 23, 2018, CRE/ADC Venture 2012-1, LLC assigned the Note and Mortgage to NCP Pilgrim, LLC, as recorded with the ROD in Book 11512 at Page 126 (Exhibit 5).

14. That Borrower is in breach of his obligations with regard to the debt and financing arrangements set out above, including without limitation, the following:

a. Failure to make payments of principal and interest due pursuant to their contractual obligations.

15. That the loan documents provide for the recovery of reasonable attorney fees, plus all costs.

16. Accordingly, NCP as holder of the said loan documents, elects to and does declare the entire balance of the said indebtedness due and payable. There is due under the loan documents as of October 31, 2018, the sum of \$430,391.52, together with interest at \$68.44 per day, late fees from that date forward, and the costs and disbursements of this action, including attorney's fees.

17. That NCP demands a deficiency judgment against the Borrower in the event that the sale of the Subject Property herein being foreclosed does not yield a sum sufficient to satisfy all indebtedness due to NCP including costs and attorney's fees.

18. That the subject note and mortgage are not owned, securitized, or guaranteed by Fannie Mae or Freddie Mac, and the current loan servicer is not currently participating in the Home Modification Program ("HMP").

19. That this action is not subject to S.C. Supreme Court Administrative Order 2011-05-02-01 because the Subject Property is a commercial property.

20. That the following parties have or may claim an interest in the Subject Property, all of which are inferior and subordinate the NCP's Mortgage lien:

<u>Party</u>	<u>Interest</u>	<u>ROD Recording Info.</u>
a. Southcoast Community Bank	Mortgage Holder Assignment of Rents	6626/117 6626/126
b. Joan Geanuracos	Mortgage Holder	7107/277
c. David Sean Clancy	Mortgage Holder	9623/112
d. South Carolina Federal Credit Union	Judgment Holder	2010-CP-18-2211

WHEREFORE, having fully set forth its complaint, NCP prays that this Honorable Court inquire into the matters set forth herein and that:

1. The amount due upon the said Note and Mortgage, as modified, held by NCP together with attorney's fees and the costs of this action, be ascertained and determined under the direction of this Court.

2. That NCP's Mortgage on the Subject Property be declared a first lien on the Subject Property, and that NCP have judgment of foreclosure against the Borrower for the amount found to be due together with an allowance for future costs, expenses, and disbursements.

3. The Subject Property be sold under the direction of this Court, the equity of redemption be barred, and the proceeds of sale be applied as follows:

- a. First, to the costs and expenses of the within action and sale,
- b. Second, to the payment and discharge of the amount due on Plaintiff's Note and Mortgage as to said property and as set forth above for the Subject Property, together with reasonable attorney's fees, costs, and expenses as aforesaid, and to the establishment of a deficiency judgment if appropriate under the circumstances, and/or
- c. Third, the surplus, if any, be distributed according to law.

4. An Order be entered directing and empowering the Sheriff of Dorchester County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the Subject Property hereinabove described should the same become necessary.

5. An Order be entered for the ejectment of any Defendant in possession herein and all persons claiming thereunder and the removal therefrom of all furnishings, fixtures and items, if any, not subject to the lien of the Plaintiff's Mortgage, which personal property if not removed shall be deemed abandoned and shall be removed by the Plaintiff or its agents from the Subject Property by placing said personal property on the public street or highway or by any other means.

6. That the equity of redemption of all parties be protected.

7. An Order be entered for reimbursement of all costs incurred by the Plaintiff as a result of the delinquency.

8. An Order be entered for other and further relief as may be just and proper.

RUSSELL P. PATTERSON, P.A.

By: /s/ Lauren P. Williams

Russell P. Patterson

Lauren P. Williams

P.O. Drawer 8047

Hilton Head Island, SC 29938

(843) 341-9300

russell@russellpattersonlaw.com

lauren@russellpattersonlaw.com

Attorneys for the Plaintiff

Hilton Head Island, South Carolina
November 15, 2018

Trial Exhibit 13

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIRST JUDICIAL CIRCUIT
COUNTY OF DORCHESTER	)	CIVIL ACTION NO.: 2018-CP-18-2053
NCP Pilgrim, LLC,	)	
	)	
PLAINTIFF,	)	
	)	
vs.	)	
	)	
Mary Lou Cercopely; David S. Clancy; South	)	AMENDED COMPLAINT
Carolina Federal Credit Union; Southcoast	)	(Mortgage Foreclosure)
Community Bank; Joan Geanuracos; David	)	(Non-Jury)
Sean Clancy,	)	
	)	
DEFENDANTS.	)	
	)	

The Plaintiff, complaining of the Defendants herein, respectfully shows the Court that:

1. Plaintiff, NCP Pilgrim, LLC ("NCP"), is a limited liability company doing business in the State of South Carolina.
2. That NCP is the owner and holder of a note and mortgage covering real property which is the subject of the foreclosure action herein located in the County of Dorchester and is described more fully in Exhibit A attached hereto ("Subject Property").
3. That NCP is informed and believes that Defendant David S. Clancy ("Borrower") is an individual residing in the County of Dorchester, South Carolina and is currently an owner of the Subject Property.
4. That NCP is informed and believes that Defendant Mary Lou Cercopely is an individual residing in the County of Dorchester, South Carolina and is currently an owner of the Subject Property.

5. Upon information and belief, Defendants are not in the military service of the United States or otherwise protected by the provisions of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended.

6. On or about June 10, 2004, for value received, Borrower executed and delivered to Carolina Federal Savings Bank ("Carolina"), NCP's predecessor in interest, a note for the sum of \$258,940 reflecting a loan in said amount ("Original Note" - Exhibit 1).

7. To better secure the payment of the said Original Note and all renewals, in accordance with the terms and conditions thereof, and with the other documents herein referenced, Barbara A. Clancy ("Clancy") executed and delivered to Carolina a first mortgage on the Subject Property ("Mortgage").

8. Thereafter Mortgage was recorded in the Office of the Register of Deeds for Dorchester County ("ROD") in Book 5393 at Page 356. A copy of the Mortgage is attached hereto as Exhibit 2 and incorporated herein by reference.

9. That the Mortgage constitutes a first mortgage lien on the Subject Property.

10. Thereafter the above loan was modified on various occasions, with the last being on July 9, 2010. At that time, Borrower and Clancy executed a Note and Mortgage Modification (Exhibit 3) whereby the maturity date was changed to July 5, 2012. The Original Note and Modification are collectively referred to as Note.

11. Thereafter, Barbara A. Clancy died on October 31, 2012, and pursuant to her Will her interest in the subject property was left to Mary Lou Cercopely ("Cercopely") and David S. Clancy, as evidenced by that Deed of Distribution recorded with the ROD in Book 9884 at Page 109. That record title to the Subject Property is now held by Borrower and Cercopely.

12. That on or about March 8, 2013, the Note and Mortgage was assigned by Carolina to CRE/ADC Venture 2012-1, LLC, as recorded with the ROD in Book 8718 at Page 33 (Exhibit 4).

13. Thereafter, on or about August 23, 2018, CRE/ADC Venture 2012-1, LLC assigned the Note and Mortgage to NCP Pilgrim, LLC, as recorded with the ROD in Book 11512 at Page 126 (Exhibit 5).

14. That Borrower is in breach of his obligations with regard to the debt and financing arrangements set out above, including without limitation, the following:

- a. Failure to make payments of principal and interest due pursuant to their contractual obligations.

15. That the loan documents provide for the recovery of reasonable attorney fees, plus all costs.

16. Accordingly, NCP as holder of the said loan documents, elects to and does declare the entire balance of the said indebtedness due and payable. There is due under the loan documents as of January 7, 2019, the sum of \$347,020.03, together with interest at \$35.85 per day, late fees from that date forward, and the costs and disbursements of this action, including attorney's fees.

17. That NCP demands a deficiency judgment against the Borrower in the event that the sale of the Subject Property herein being foreclosed does not yield a sum sufficient to satisfy all indebtedness due to NCP including costs and attorney's fees.

18. That the subject note and mortgage are not owned, securitized, or guaranteed by Fannie Mae or Freddie Mac, and the current loan servicer is not currently participating in the Home Modification Program ("HMP").

19. That this action is not subject to S.C. Supreme Court Administrative Order 2011-05-02-01 because the Subject Property is a commercial property.

20. That the following parties have or may claim an interest in the Subject Property, all of which are inferior and subordinate the NCP's Mortgage lien:

<u>Party</u>	<u>Interest</u>	<u>ROD Recording Info.</u>
a. Southcoast Community Bank	Mortgage Holder	6626/117
	Assignment of Rents	6626/126
b. Joan Geanuracos	Mortgage Holder	7107/277
c. David Sean Clancy	Mortgage Holder	9623/112
d. South Carolina Federal Credit Union	Judgment Holder	2010-CP-18-2211

WHEREFORE, having fully set forth its complaint, NCP prays that this Honorable Court inquire into the matters set forth herein and that:

1. The amount due upon the said Note and Mortgage, as modified, held by NCP together with attorney's fees and the costs of this action, be ascertained and determined under the direction of this Court.

2. That NCP's Mortgage on the Subject Property be declared a first lien on the Subject Property, and that NCP have judgment of foreclosure against the Borrower for the amount found to be due together with an allowance for future costs, expenses, and disbursements.

3. The Subject Property be sold under the direction of this Court, the equity of redemption be barred, and the proceeds of sale be applied as follows:

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4. An Order be entered directing and empowering the Sheriff of Dorchester County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the Subject Property hereinabove described should the same become necessary.

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RUSSELL P. PATTERSON, P.A.

By: /s/ Lauren P. Williams
Russell P. Patterson
Lauren P. Williams
P.O. Drawer 8047
Hilton Head Island, SC 29938
(843) 341-9300
russell@russellpattersonlaw.com
lauren@russellpattersonlaw.com
Attorneys for the Plaintiff

Hilton Head Island, South Carolina
April 5, 2019

Trial Exhibit 14

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIRST JUDICIAL CIRCUIT
COUNTY OF DORCHESTER	)	CIVIL ACTION NO.: 2018-CP-18-2053
NCP Pilgrim, LLC,	)	
	)	
PLAINTIFF,	)	
	)	
vs.	)	
	)	
Mary Lou Cercopely; David S. Clancy; South	)	AMENDED COMPLAINT
Carolina Federal Credit Union; Southcoast	)	(Mortgage Foreclosure)
Community Bank; Joan Geanuracos; David	)	(Non-Jury)
Sean Clancy,	)	
	)	
DEFENDANTS.	)	
	)	

The Plaintiff, complaining of the Defendants herein, respectfully shows the Court that:

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5. Upon information and belief, Defendants are not in the military service of the United States or otherwise protected by the provisions of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended.

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	Assignment of Rents	6626/126
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c. David Sean Clancy	Mortgage Holder	9623/112
d. South Carolina Federal Credit Union	Judgment Holder	2010-CP-18-2211

WHEREFORE, having fully set forth its complaint, NCP prays that this Honorable Court inquire into the matters set forth herein and that:

1. The amount due upon the said Note and Mortgage, as modified, held by NCP together with attorney's fees and the costs of this action, be ascertained and determined under the direction of this Court.

2. That NCP's Mortgage on the Subject Property be declared a first lien on the Subject Property, and that NCP have judgment of foreclosure against the Borrower for the amount found to be due together with an allowance for future costs, expenses, and disbursements.

3. The Subject Property be sold under the direction of this Court, the equity of redemption be barred, and the proceeds of sale be applied as follows:

- a. First, to the costs and expenses of the within action and sale,
- b. Second, to the payment and discharge of the amount due on Plaintiff's Note and Mortgage as to said property and as set forth above for the Subject Property,

together with reasonable attorney's fees, costs, and expenses as aforesaid, and to the establishment of a deficiency judgment if appropriate under the circumstances, and/or

c. Third, the surplus, if any, be distributed according to law.

4. An Order be entered directing and empowering the Sheriff of Dorchester County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the Subject Property hereinabove described should the same become necessary.

5. An Order be entered for the ejectment of any Defendant in possession herein and all persons claiming thereunder and the removal therefrom of all furnishings, fixtures and items, if any, not subject to the lien of the Plaintiff's Mortgage, which personal property if not removed shall be deemed abandoned and shall be removed by the Plaintiff or its agents from the Subject Property by placing said personal property on the public street or highway or by any other means.

6. That the equity of redemption of all parties be protected.

7. An Order be entered for reimbursement of all costs incurred by the Plaintiff as a result of the delinquency.

8. An Order be entered for other and further relief as may be just and proper.

RUSSELL P. PATTERSON, P.A.

By: /s/ Lauren P. Williams
Russell P. Patterson
Lauren P. Williams
P.O. Drawer 8047
Hilton Head Island, SC 29938
(843) 341-9300
russell@russellpattersonlaw.com
lauren@russellpattersonlaw.com
Attorneys for the Plaintiff

Hilton Head Island, South Carolina
April 5, 2019

Trial Exhibit 15

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF DORCHESTER	)	FIRST JUDICIAL CIRCUIT
NCP Pilgrim, LLC,	)	CIVIL ACTION NO.: 2018-CP-18-2053
	)	
PLAINTIFF,	)	
	)	
vs.	)	
	)	NCP PILGRIM, LLC's AFFIDAVIT
Mary Lou Cercopely; David S. Clancy; South	)	OF DEBT
Carolina Federal Credit Union; Southcoast	)	
Community Bank; Joan Geanuracos; David	)	
Sean Clancy,	)	
DEFENDANTS.	)	

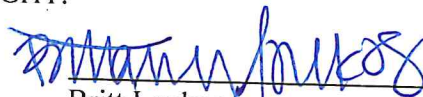
PERSONALLY appeared before me, the undersigned representative of Plaintiff NCP Pilgrim, LLC, who, upon being duly sworn, states as follows:

The total amount due on Loan No. x5970 from David s. Clancy, as shown in Exhibit A is as follows:

Principal	\$234,657.55
Interest to January 28, 2020 (5.5%)	33,735.28
Prior Accrued Interest	66,358.96
Late Charges (5%)	13,233.62
Prior Accrued Fees, Taxes, and Insurance	12,872.90
2019 Property Taxes (unpaid)	7,104.88
TOTAL	<u>\$367,963.19</u>

Interest continues to accrue at the rate of \$35.85 per day from January 29, 2020.

FURTHER SAYETH AFFIANT NAUGHT.


Britt Loukos

SWORN TO before me this
28 day of January, 2020.


Notary Public for NORTH CAROLINA
My Commission Expires: _____

LAUREN WILLIAMS
Notary Public, State of South Carolina
My Commission Expires 8/16/2022



Loan Payoff Calculator - Clancy 1/23/20

INPUTS		
<i>General</i>		
Loan #	30289863	
Payoff Date	1/7/2019	
<i>Principal</i>		
Principal Balance	\$ 234,657.55	
Principal Balance Date	6/30/2017	
<i>Interest</i>		
Interest Rate	5.50%	
Begin Date	7/1/2017	
End Date	1/28/2020	
<i>Late Fees</i>		
Fee (applied to every		
pymt. 15 days late)	5.00%	
Begin Date	7/9/2010	
End Date	7/5/2012	

Loan #30289863		
Current Principal Balance	\$	234,657.55
Interest Owed	\$	100,094.24
5.5% of \$234,657.55 for 942 days	\$	33,735.28
Prior Accrued Interest	\$	66,358.96
Late Fees	\$	13,233.62
5% of 23 Monthly Pymts of \$1,365.72	\$	1,570.58
5% of Balloon Pymt of 233,260.81	\$	11,663.04
Taxes, Insurance, Other	\$	19,977.78
2019 Taxes (unpaid)	\$	7,104.88
Prior Accrued Fees	\$	12,872.90
Total Payoff as of 1/23/20	\$	367,963.19

Per Diem	
*Assumes 360 Day Year	
Regular Interest	\$ 35.85
Total	\$ 35.85

Trial Exhibit 16

2-11-10

ELECTRONICALLY FILED - 2020 Mar 25 11:10 AM - DORCHESTER - COMMON PLEAS - CASE#2018CP1802053

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

Carolina Federal Savings Bank,

Plaintiff(s)

vs.

David S. Clancy, et al.,

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2010-CP - 18-

441-

(Please Print)

Submitted By: Mark W. McKnight

Address: P. O. Box 1255, Charleston, SC 29402

SC Bar #: 3865

Telephone #: 843-577-2837

Fax #: 843-722-4094

Other:

E-mail: mmcknight@bellsouth.net

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 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)

- | | | | |
|--|--|---|--|
| ☐ Contracts
☐ Constructions (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)
Previous Notice of Intent Case #
20__-CP-_____
☐ Notice/ File Med Mal (230)
☐ Other (299) | ☐ Torts - Personal Injury
☐ Assault/Slander/Libel (300)
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Other (399) | ☐ Real Property
☐ Claim & Delivery (400)
☐ Condemnation (410)
☒ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☐ Other (499) |
| ☐ In mate Petitions
☐ PCR (500)
☐ 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 (750)
☐ Transfer of Structured Settlement Payment Rights Application (760)
☐ Other (799) | ☐ Administrative Law/Relief
☐ Reinstate Driver's License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture-Petition (840)
☐ Forfeiture-Consent Order (850)
☐ Other (899) | ☐ Appeals
☐ Arbitration (900)
☐ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's 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)
☐ Other (699) | ☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of State Depositions (650)
☐ Sexual Predator (510) | | |

Submitting Party Signature: _____

Date: February 5, 2010

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.



FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Colleton, Florence, Greenville,
Hampton, Horry, Jasper, Lexington, Pickens (Family Court Only), and Richland

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS

CASE NO.: 2010-CP-18 441

CAROLINA FEDERAL SAVINGS BANK,)

Plaintiff,)

vs.)

LIS PENDENS

DAVID S. CLANCY,
BARBARA A. CLANCY,
a/k/a BARBARA ANNE CLANCY,
SOUTHCOAST COMMUNITY BANK
and JOAN GEANURACOS,

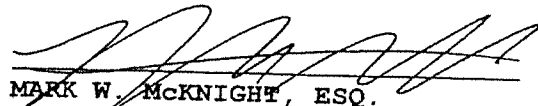
Defendants.)

CLERK OF COURT
DORCHESTER COUNTY
2010 FEB 11 PM 5:04

TO THE DEFENDANTS ABOVE NAMED:

YOU WILL PLEASE TAKE NOTICE that the Plaintiff has filed or will, within twenty (20) days of the date hereof, file an action in the Court of Common Pleas for Dorchester County against the Defendants to foreclose upon that certain Mortgage dated June 10, 2004 and recorded in the Office of the Dorchester County Register of Deeds on June 16, 2004 in Book 4189, at page 082 and thereafter re-recorded on June 5, 2006 in Book 5393, at page 356 so as to add the maturity date and loan amount.

This action affects property situate in Dorchester County, South Carolina, as described on Exhibit "A" attached hereto.


MARK W. MCKNIGHT, ESQ.

154 King Street, Second Floor
Post Office Box 1255
Charleston, SC 29402
(843) 577-2837
(843) 722-4094/Fax

ATTORNEY FOR THE PLAINTIFF

Charleston, South Carolina
February 5, 2010

Exhibit "A"

All that lot, piece, or parcel of land, with the buildings thereon, situate, lying and being in the Town of Summerville, in the County of Dorchester (formerly Berkeley), in the State aforesaid; measuring and containing sixty-three (63) feet, six inches, in front on Black Jack Street, now known as Cedar Street, and the same on the back line, by two hundred and ten (210) feet in depth, be the said dimensions more or less; butting and bounding, Northwest on Black Jack Street, now known as Cedar Street, Northeast on Lands now or formerly of John H. Grainger, Southeast on lands now or formerly of Thaddeus W. Phelon, and Southwest on lands now or formerly of the Estate of C.H. Kornahrens.

Being the same property conveyed to William E. Clancy and Barbara Anne Clancy by deed of John Grainger Lanneau, George Johnston Lanneau, and Jessie L. Finucan on March 20, 1981 and recorded on March 23, 1981 in book 436 at page 118 of the Dorchester County RMC office. Thereafter being the same property conveyed to the Mortgagor herein, Barbara Anne Clancy, by deed of distribution of William E. Clancy on January 25, 1990 and recorded on January 25, 1990 in book 717 at page 101 of the Dorchester County RMC office.

TMS: 137-07-07-023

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF DORCHESTER) CASE NO.: 2010-CP-18-_____

CAROLINA FEDERAL SAVINGS BANK,)

Plaintiff,)

vs.)

DAVID S. CLANCY,)
BARBARA A. CLANCY,)
a/k/a BARBARA ANNE CLANCY,)
SOUTHCOAST COMMUNITY BANK)
and JOAN GEANURACOS,)

Defendants.)

SUMMONS AND NOTICES
(Mortgage Foreclosure)

NONJURY

CLERK OF COURT
DORCHESTER COUNTY

2018 FEB 11 PM 5:04

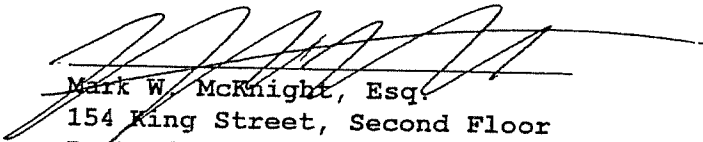
CERTIFIED

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer on the subscriber at his office, 154 King Street, Second Floor, Post Office Box 1255, Charleston, South Carolina 29402, within thirty (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the complaint.

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

YOU ARE FURTHER 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 the Plaintiff.



Mark W. McKnight, Esq.
154 King Street, Second Floor
Post Office Box 1255
Charleston, SC 29402
(843) 577-2837
(843) 722-4094/Fax
ATTORNEY FOR THE PLAINTIFF

Charleston, South Carolina
February 5, 2010

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 the Complaint attached hereto.
2. The Plaintiff as named in the attached Summons and Complaint is the creditor to whom the debt is owed.
3. If the original creditor is different from the current creditor, the creditor's law firm will provide the debtor with the name and address of the original creditor if requested by the debtor, in writing, within thirty (30) days of the receipt of this notice.
4. The debt described in the Complaint attached hereto and evidenced by the Note and Mortgages described therein will be assumed to be valid by the creditor's law firm unless the debtor, within thirty (30) days after the receipt of this notice, disputes, in writing, the validity of the debt or some portion thereof.
5. If the debtor notifies the creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereon 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.
6. Written requests should be addressed to Mark W. McKnight, Attorney at Law, Post Office Box 1255, Charleston, South Carolina 29402.

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
COUNTY OF DORCHESTER) CASE NO.: 2010-CP-18-_____

CAROLINA FEDERAL SAVINGS BANK,)

Plaintiff,)

vs.)

COMPLAINT

(Mortgage Foreclosure)

DAVID S. CLANCY,)
BARBARA A. CLANCY,)
a/k/a BARBARA ANNE CLANCY,)
SOUTHCOAST COMMUNITY BANK)
AND JOAN GEANURACOS,)

NONJURY

Defendants.)

The Plaintiff complains of the Defendants as follows

FOR A FIRST CAUSE OF ACTION
(Foreclosure)

FIRST: The Plaintiff, Carolina Federal Savings Bank ("Carolina Federal"), is a federally chartered savings bank authorized to do business and doing business in the State of South Carolina.

SECOND: The Defendants, David S. Clancy and Barbara A. Clancy, a/k/a Barbara Anne Clancy ("the Clancys"), are, upon information and belief, Dorchester County residents.

THIRD: The Defendant, Southcoast Community Bank, is, upon information and belief, a South Carolina corporation. It is made a party hereto by virtue of a mortgage between it and the Clancys dated March 5, 2008, and recorded in the Office of the Register of Deeds for Dorchester County on March 7, 2008 in Book 6522, at Page

56. This mortgage is subject to a separate foreclosure action captioned Southcoast Community Bank vs. David S. Clancy, Barbara Anne Clancy, Joan Geanuracos and the South Carolina Department of Revenue, Case Number 2009-CP-18-3191. The Plaintiff is informed and believes that this mortgage is junior and subordinate to the lien of the Plaintiff's Mortgage as hereinafter described.

FOURTH: The Defendant, Joan Geanuracos, is, upon information and belief, a Charleston County resident. She is made a party hereto by virtue of an assignment of a mortgage in the amount of \$80,000.00 from David S. Clancy and Barbara Ann Clancy to Spartanburg Mortgage & Investments, Inc. dated December 9, 2008 and recorded on December 10, 2008. The assignment from Spartanburg Mortgage & Investments, Inc. is dated June 5, 2009, and was recorded in the Office of the Register of Deeds for Dorchester County on June 15, 2009 in Book 7107, at page 277. The Plaintiff is informed and believes that this mortgage is junior and subordinate to the lien of the Plaintiff's Mortgage as hereinafter described.

FIFTH: On about June 10, 2004, David S. Clancy, for value received, made, executed and delivered to Carolina Federal a certain Note (the "Note"), a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference, in the principal sum of TWO HUNDRED FIFTY-EIGHT THOUSAND, NINE HUNDRED FORTY AND 00/100 DOLLARS (\$258,940.00) payable in accordance with the terms thereof which are incorporated herein by reference.

SIXTH: To better secure the payment of said Note, Barbara A. Clancy, on or about June 10, 2004, signed, sealed, executed and delivered to Carolina Federal a certain Mortgage (the "Mortgage"), a copy of which is attached hereto as Exhibit "B" and made a part hereof by reference, granting and conveying to Carolina Federal all of her right, title and interest in and to certain real property described therein.

SEVENTH: This Mortgage was duly recorded in the Office of the Register of Deeds for Dorchester County on June 16, 2004 in Book 4189, at page 082 and thereafter re-recorded on June 5, 2006 in Book 5393, at page 356 so as to add the maturity date and loan amount.

EIGHTH: At the special request of the Clancys on or about August 13, 2009, the Note and Mortgage were modified. This Note and Mortgage Modification Agreement was duly recorded in the Office of the Dorchester County Register of Deeds on August 18, 2008 in Book 7202, at page 108. A copy of the Note and Mortgage Modification Agreement is attached hereto as Exhibit "C" and made a part hereof by reference. All other terms and conditions of the Note and Mortgage not amended thereby remain in full force and effect.

NINTH: In the Mortgage it was agreed that, among other things, the Barbara A. Clancy would pay the Note with interest thereon as the same became due in accordance with the terms thereof; would keep the property insured against those risks covered under a standard fire and extended coverage policy, and against such other hazards as the Mortgagee should from time to time require; and would preserve the property for the benefit of the Mortgagee.

TENTH: The conditions of the Note and Mortgage have been broken in that the Clancys have, among other things, failed to pay the principal of and/or interest on the Note when due or to cure said default upon demand as provided in the Mortgage, and the Plaintiff has elected to declare the unpaid balance of the Note, the interest accrued thereon, and all other indebtedness secured thereby to be, immediately due and payable.

ELEVENTH: There is now due and owing to the Plaintiff from the Clancys on said Note and Mortgage a sum in excess of TWO HUNDRED FORTY-NINE THOUSAND THREE HUNDRED SIXTY SEVEN AND 14/100 DOLLARS (\$249,367.14).

TWELFTH: The Plaintiff has placed the Note and Mortgage in the hands of its attorney, Mark W. McKnight, Esq., for collection and foreclosure.

WHEREFORE, the Plaintiff prays as follows:

(1) That the Court determine the full amount due to the Plaintiff from the Clancys under the Note, Mortgage and other documents referred to herein and made a part hereof and enter its judgment against them in favor of the Plaintiff in like amount;

(2) That the Court foreclose the lien of the Plaintiff's Mortgage and order the property encumbered thereby to be sold at public auction, with the proceeds of such sale to be applied as follows:

(a) first, to the payment of the costs and expenses of taking possession of the subject premises and of holding, using, leasing, repairing, improving and selling the same, including without limitation (i) receivers' fees, (ii) court costs, (iii) attorney's or accountant's fees, (iv) costs of advertisement, and (v) the payment of any and all impositions, liens, security interests or other rights, titles or interests equal or superior to the lien and security interest of the Plaintiff therein and thereto;

(b) second, to the payment of all amounts, other than the outstanding principal balance on the Note and accrued but unpaid interest thereon, which may be due to the Plaintiff under the Note and other documents referred to herein, together with interest thereon as provided therein;

(c) third, to the payment of all accrued but unpaid interest due on the Note;

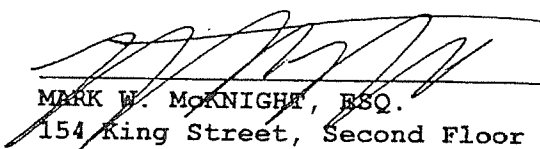
(d) fourth, to the payment of the outstanding principal balance of the Note;

(e) fifth, to the extent funds are available therefor out of the proceeds of sale, and, to the extent known by Plaintiff, to the payment of any indebtedness or obligation secured by any subordinate deed of trust, trust deed, mortgage or deed to secure debt on, or security interest in, the subject premises; and

(f) sixth, to the Defendants or to such persons or other entities as may legally be entitled thereto.

(3) That the Court enter its Order forever foreclosing and barring the Defendants and/or any other persons, firms or corporations claiming by, through or under the Defendants since the filing of the Lis Pendens in this suit from and of any and all equity of redemption and/or other rights in and to the property which is the subject matter hereof; and

(4) That the Court grant the Plaintiff such other and further relief as it may deem just and proper.


MARK W. MCKNIGHT, ESQ.
154 King Street, Second Floor
Post Office Box 1255
Charleston, SC 29402
(843) 577-2837
(843) 722-4094/Fax
ATTORNEY FOR THE PLAINTIFF

Charleston, South Carolina
February 5, 2010

CAROLINA FEDERAL SAVINGS BANK POST OFFICE BOX 20518 1106 ST ANDREWS BOULEVARD (26407) CHARLESTON, SC 29417	DAVID S. CLANCY 4 LATHAM CIRCLE CHARLESTON, SC 29407	Loan Number <u>0244015970</u> Agreement Date <u>05-10-2004</u> Credit Limit <u>\$258,810.00</u> Maturity Date <u>05-10-2009</u>
Lender	Borrower	

PRIME + 1 LOC NON RESIDENTIAL

1. DEFINITIONS. In this Agreement, these terms have the following meanings.

A. Pronouns. The pronouns "I," "me" and "my" refer to all Borrowers signing this Agreement, jointly and individually, and each other person or legal entity that agrees to pay this Agreement. "You" and "your" refer to the Lender, or any person or legal entity that acquires an interest in the Line of Credit.

B. Agreement. Agreement refers to this PRIME + 1 LOC NON RESIDENTIAL and any extensions, renewals, modifications or substitutions of it.

C. Billing Cycle. Billing Cycle means the interval between the days or dates of regular periodic statements.

D. Credit Limit. Credit Limit means the maximum amount of principal you will permit me to owe you under this Line of Credit, at any one time. My Credit Limit is stated at the top of this Agreement.

E. Line of Credit. Line of Credit refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures, and this Agreement.

F. Loan Account Balance. Loan Account Balance means the sum of the unpaid principal balance advanced under the terms of this Agreement, finance charges, fees, and other charges that are due, and other amounts advanced to me or others under the terms of this Line of Credit.

G. Property. Property means any real or personal property that secures my obligations under this Line of Credit.

Other important terms are defined throughout this Agreement.

2. PROMISE TO PAY. I promise to pay to you or your order, at your address, or at such other location as you may designate, so much of the Credit Limit as may be advanced under this Agreement, plus finance charges, fees, charges, costs, and expenses as described in this Line of Credit.

3. AGREEMENT TERM. This Agreement begins on the Agreement Date and continues until the Maturity Date. I may request advances for 5 YEARS (Draw Period) beginning on the Agreement Date.

4. ADVANCES. I may request advances by the following methods:

A. ☒ I write a CHECK

B. ☐ I draw my transaction account below \$_____ (Triggering Balance). Transaction account number _____

C. ☒ I request a withdrawal IN PERSON, BY PHONE OR BY MAIL

D. ☐ I make a purchase or withdrawal with my _____

E. ☒ I authorize you to make a payment to a third person or another account.

You will make the advance by advancing the amount directly to me, depositing it in my transaction account, or by paying a designated third person or account. You will record the amount as an advance and increase my Loan Account Balance.

5. ADVANCE LIMITATIONS. You do not have to make any advances during any period in which I have a right to cancel. My ability to request and access advances is also subject to the following additional limitations.

A. ☐ Initial Advance. On _____ I will receive an initial Advance of \$_____

B. Minimum Advance. Subject to the limitations contained in this Agreement, when I request an advance: THE MINIMUM AMOUNT YOU WILL ADVANCE WILL BE \$500.00 (MINIMUM ADVANCE). YOU WILL ADVANCE EITHER THE MINIMUM ADVANCE OR EXACTLY THE AMOUNT I REQUEST, PROVIDED THE REQUESTED AMOUNT EQUALS OR EXCEEDS THE MINIMUM ADVANCE.

C. ☐ Maximum Amount of Advances. I may not request advances totaling more than \$_____ per _____

D. ☐ Maximum Number of Advances. I may not request more than _____ advances per _____

6. ☐ MINIMUM BALANCE. I agree to maintain a principal balance outstanding during the term of this Agreement of at least \$_____ (Minimum Balance).

7. CREDIT LIMIT. Subject to the terms and conditions of this Agreement, I may borrow on this Line of Credit up to the Credit Limit. I agree not to request or obtain an advance that will cause the unpaid principal of my Loan Account Balance to exceed the Credit Limit. I understand that you will not ordinarily grant a request for an advance that would cause the unpaid principal of my Loan Account Balance to be greater than the Credit Limit, but that you may, at your option, grant such a request without obligating yourselves to do so in the future. My Credit Limit will not be increased if I overdraw the Line of Credit. If I exceed the Credit Limit, I agree to pay the amount by which the unpaid principal of my Loan Account Balance exceeds the Credit Limit immediately, even if you have not yet billed me. Any sums in excess of the Credit Limit will not be secured by the Property, unless they are for accrued but unpaid interest or expenditures made pursuant to the security instrument securing the Property.

8. COMPUTATION OF FINANCE CHARGES. Finance charges begin to accrue immediately when you make an advance to me. Finance charges will be computed as follows:

TO FIGURE THE FINANCE CHARGE FOR EACH BILLING CYCLE, A DAILY PERIODIC RATE IS MULTIPLIED BY THE DAILY BALANCE OF MY LOAN ACCOUNT BALANCE EACH DAY. TO FIGURE THE DAILY BALANCE, YOU FIRST TAKE MY LOAN ACCOUNT BALANCE AT THE BEGINNING OF EACH DAY, AND ADD ANY NEW ADVANCES, AND SUBTRACT ANY PAYMENTS OR CREDITS THAT APPLY TO DEBT REPAYMENT, AND ANY UNPAID FINANCE CHARGES, FEES, AND CHARGES. THIS GIVES YOU THE DAILY BALANCE.

9. PERIODIC RATE AND ANNUAL PERCENTAGE RATE. The periodic rate used in calculating the Finance Charge is 0.013669% and the corresponding Annual Percentage Rate is 5.000%. The annual percentage rate includes interest and not other costs.

10. VARIABLE RATE. The annual percentage rate may change. It will always be the value of the index described as the: THE HIGHEST RATE ON CORPORATE LOANS POSTED BY AT LEAST 75% OF THE USA'S THIRTY LARGEST BANKS KNOWN AS THE WALL STREET JOURNAL PRIME RATE

plus 1.000 percentage points.

A. ☒ Rounding. This rate will be rounded TO THE NEAREST 0.001

B. Rate Changes. The annual percentage rate may increase if the index rate increases. An index rate increase will result in a higher finance charge and it may have the effect of increasing my periodic Minimum Payment. A decrease in the index rate will have the opposite effect as an increase. An index rate increase or decrease will take effect ON THE FIRST OF THE MONTH

_____ The annual percentage rate can increase or decrease QUARTERLY (☐ after remaining fixed for _____). If the index rate changes more frequently than the annual percentage rate, you will use the index rate in effect on the day you adjust the annual percentage rate to determine the new annual percentage rate. In such a case, you will ignore any changes in the index rate that occur between annual percentage rate adjustments.

C. ☐ Carryover. Any annual percentage rate increases or decreases not implemented by you either because of periodic, annual or lifetime rate caps, or because of a statutory limitation, may be carried over to subsequent rate adjustment periods and may be implemented to the extent not offset by opposite movement in the index rate. If this occurs, the annual percentage rate will not relate to the index rate in the manner described. When you have adjusted the annual percentage rate to take advantage of all increases or decreases in the index rate, the initial relationship between the index rate and the annual percentage rate will resume.

D. Rate Change Limitations. Annual percentage rate changes are subject to the following limitations:

(1) ☐ Periodic Limits. The Annual Percentage Rate cannot increase by more than _____ percentage points (☐ or decrease by more than _____ percentage points)

(2) ☒ Lifetime Floor. The Annual Percentage Rate will never be lower than: 5.000%

(3) Lifetime Cap. The Annual Percentage Rate will never be higher than: 10.000%

11. FEES AND CHARGES. I agree to pay, or have paid, the fees and charges listed in the FEES APPENDIX that appears at the end of this Agreement.

12. **PAYMENT DATE.** During the term of this Agreement, a Minimum Payment will be due on or before the Payment Date indicated on my periodic statement for any Billing Cycle in which there is an outstanding balance on my account. My Minimum Payments will be due: MONTHLY.

13. **MINIMUM PAYMENT.** On or before each Payment Date, I agree to make a payment of at least the Minimum Payment amount. The Minimum Payment will equal the following:

Interest only

A. ☒ **Rounding.** The Minimum Payment will be rounded TO THE NEAREST .01.

B. ☒ **Payment Of Balance.** If my Loan Account Balance at the end of a Billing Cycle is less than \$100.00, my Minimum Payment will equal the entire outstanding Loan Account Balance.

C. **Payment At Maturity.** On the Maturity Date I must pay the entire outstanding Loan Account Balance.

14. ☒ **PRINCIPAL REDUCTION.** The Minimum Payment ☐ will not reduce ☒ may not fully repay the principal balance outstanding on my Loan Account Balance.

15. ☒ **FINAL PAYMENT.** At maturity, I ☐ may have to ☒ will repay the entire outstanding Loan Account Balance in a single payment. At that time you may, but are not obligated to, refinance this Line of Credit. If you do refinance this Line of Credit at maturity, I understand that I may have to pay some or all of the closing costs normally associated with a new loan.

16. **ADDITIONAL PAYMENT TERMS.** If my Loan Account Balance on a Payment Date is less than the Minimum Payment amount, I must pay only the amount necessary to reduce my Loan Account Balance to zero or to any required Minimum Balance. If I otherwise fail to fully pay the Minimum Payment amount, you may, but are not required to, advance money to me to make the payment. All the terms of this Agreement will apply to such an advance. Subject to any required Minimum Balance, I can pay off all or part of what I owe at any time. I must continue to make my periodic Minimum Payment so long as I owe any amount. Unless otherwise agreed or required by applicable law, payments and other credits will be applied first to any charges I owe other than principal and finance charges, then to any finance charges that are due, and finally to principal. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment.

17. ☐ **NEGATIVE AMORTIZATION.** Under some circumstances, my payments will not cover the finance charges that accrue and negative amortization will occur. Negative amortization will increase the amount that I owe you and reduce my equity in my home. In the event that negative amortization occurs, the unpaid portion will be:

18. **SECURITY.** You have secured my obligations under this Line of Credit by taking a security interest (by way of a separate security instrument dated 06-18-2004) in the following Property:

THE DWELLING AND REAL PROPERTY LOCATED AT 117 SOUTH CEDAR STREET, SUMMERVILLE, SC, 29483

Property securing any other loans that I have with you may also secure this Agreement.

19. **PROPERTY INSURANCE.** I will insure or retain insurance coverage on the Property and abide by the insurance requirements of any security instrument securing this Line of Credit. I may obtain property insurance from anyone I want that is reasonably acceptable to you. If I get the insurance from or through you, I will pay \$_____ for _____ of coverage.

20. **COMMISSIONS OR OTHER REMUNERATION.** I understand and agree that any insurance premiums paid to insurance companies as part of this Agreement will involve money retained by you or paid back to you as commissions or other remuneration.

In addition, I understand and agree that some other payments to third parties as part of this Agreement may also involve money retained by you or paid back to you as commissions or other remuneration.

21. **DEFAULT.** I will be in default if any of the following occur.

A. Payments. I fail to make a payment as required by this Agreement.

B. Property. My ☐ non or inaction adversely affects the Property or your rights in the Property.

C. ☐ **Fraud.** I engage in fraud or material misrepresentation in connection with this Line of Credit.

22. **REMEDIES.** After I default, and after you give any legally required notice and opportunity to cure, you may at your option do any of the following:

A. **Termination and Acceleration.** You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement immediately due.

B. **Advances.** You may temporarily or permanently prohibit any additional advances.

C. **Credit Limit.** You may temporarily or permanently reduce the Credit Limit.

D. **Additional Security.** You may demand additional security or additional parties to be obligated to pay this Agreement.

E. **Insurance Benefits.** You may make a claim for any and all insurance benefits or refunds that may be available on my default.

F. **Payments Made On My Behalf.** You may make amounts advanced on my behalf immediately due, and you may add these amounts to the Loan Account Balance.

G. **Sources.** You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Except as otherwise required by law, by choosing a remedy you do not give up your right to use another remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

23. **COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after default, to the extent permitted by law, I agree to pay the following:

ALL EXPENSES OF COLLECTION, ENFORCEMENT OR PROTECTION OF YOUR RIGHTS AND REMEDIES UNDER THIS AGREEMENT. EXPENSES INCLUDE, BUT ARE NOT LIMITED TO, REASONABLE ATTORNEYS' FEES NOT IN EXCESS OF 15 PERCENT OF THE UNPAID DEBT AFTER DEFAULT AND REFERRAL TO AN ATTORNEY WHO IS NOT YOUR SALARIED EMPLOYEE. THESE EXPENSES ARE DUE AND PAYABLE IMMEDIATELY. IF NOT PAID IMMEDIATELY, THESE EXPENSES WILL BEAR INTEREST FROM THE DATE OF PAYMENT UNTIL PAID IN FULL AT THE HIGHEST INTEREST RATE IN EFFECT AS PROVIDED FOR IN THE TERMS OF THIS AGREEMENT. ALL FEES AND EXPENSES WILL BE SECURED BY THE PROPERTY I HAVE GRANTED TO YOU, IF ANY, TO THE EXTENT PERMITTED BY THE UNITED STATES BANKRUPTCY CODE. I AGREE TO PAY THE REASONABLE ATTORNEYS' FEES YOU INCUR TO COLLECT THIS DEBT AS AWARDED BY ANY COURT EXERCISING JURISDICTION UNDER THE BANKRUPTCY CODE.

24. **SUSPENSION OF CREDIT AND REDUCTION OF CREDIT LIMIT.** You may temporarily prohibit me from obtaining additional advances or reduce my Credit Limit during any period in which any of the following are in effect.

A. The value of the Property securing this Line of Credit declines significantly below its appraised value for purposes of this Line of Credit;

B. You reasonably believe that I will not be able to meet the repayment requirements under my Line of Credit due to a material change in my financial circumstances;

C. I am in default of a material obligation under this Line of Credit. I understand, that you consider all of my obligations to be material. Categories of obligations that you consider material include, but are not limited to: my obligation to not commit fraud or misrepresentation in connection with this Line of Credit; my obligation to meet the repayment terms of this Line of Credit; my obligation to not adversely affect the Property or your rights in the Property; my obligation to pay fees and charges; my advance obligations; my obligation to fulfill the terms of the instrument securing this Agreement, and any other security instruments on the Property; my obligation to notify you; and my obligation to provide you with information;

D. Government action prevents you from imposing the annual percentage rate provided for in this Agreement;

E. The priority of your security interest is adversely affected by government action to the extent that the value of the security interest is less than 120 percent of my Credit Limit;

F. The maximum annual percentage rate allowed under this Agreement is reached;

G. You are notified by a regulatory agency that continued advances constitute an unsafe and unsound practice; or

H. Any Borrower requests a suspension of credit privileges.

In order to reinstate my credit privileges under the original terms of this Agreement, I must send you a written request to that effect. My credit privileges will only be reinstated if you determine that the condition which caused you to prohibit additional extensions and/or reduce the Credit Limit no longer exists. If appraisal or credit report fees are incurred in making this determination, you may (if allowed by applicable law) charge me such fees. If credit privileges were suspended at my request, they need not be reinstated unless all Borrowers request reinstatement.

25. **SET-OFF.** You may set-off any amount due and payable under the terms of this Agreement against my right to receive money from you, unless prohibited by applicable law. For example, your right of set-off will not apply if I may obtain credit under this Agreement by using a credit card.

26. **AMENDMENTS.** Generally, the terms of this Agreement cannot be changed. You may, however, make the following changes:

- A. You may make changes that I agree to in writing at the time of the change.
- B. You may make changes that will unequivocally benefit me.
- C. You may make insignificant changes.
- D. You may change the index and margin if the original index becomes unavailable. Any new index will have an historical movement substantially similar to the original index, and together with the new margin, produce an annual percentage rate substantially similar to the rate in effect at the time the original index became unavailable.
- E. You may make changes that are described elsewhere in this Agreement.

27. **TERMINATION.** I may terminate this Line of Credit at any time upon written notice to you. Termination by one Borrower terminates the Line of Credit for all Borrowers. Termination will not affect my obligation to repay advances made prior to the termination, nor will it alter my duties to perform under the terms of an instrument securing this Agreement until such instrument is released. Upon termination I will return to you any remaining access devices in my possession that were issued or used in connection with the Line of Credit.

28. **WAIVERS AND CONSENT.** To the extent not prohibited by law and except for any required notice of right to cure for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. To the extent not prohibited by law, I and any other party to this Line of Credit, also consent to the following actions that you may take, and waive defenses that may be available based on these actions, or based on the status of a party to this Line of Credit.

- A. You may renew or extend payments on this Agreement, regardless of the number of such renewals or extensions.
- B. You may release any Borrower or other person who may be liable for the indebtedness under this Agreement.
- C. You may release, substitute or impair any Property securing this Agreement.
- D. You may invoke your right of set-off.
- E. You may enter into any sales or repurchases of this Agreement to any person in any amounts and I waive notice of such sales or repurchases.
- F. I agree that any Borrower is authorized to modify the terms of this Agreement or any other Line of Credit document.
- G. You may inform any party who guarantees this Line of Credit of any loan accommodations, renewals, extensions, modifications, substitutions, or future advances.

No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

29. **TAX DEDUCTIBILITY.** I should consult a tax advisor regarding the deductibility of interest and charges under this Line of Credit.

30. **PERIODIC STATEMENTS.** If I have an outstanding balance on my account or have any account activity, you will send me a periodic statement at the end of each Billing Cycle. This periodic statement will reflect, among other things, credit advances, finance charges, other charges, payments made, other credits, my previous account balance

and my new account balance. The periodic statement will also identify my Minimum Payment for the cycle and the date it is due (Payment Date).

31. **JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** My obligation to pay this Line of Credit is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on this Line of Credit, or any number of us together, to collect on this Line of Credit. Extending this Line of Credit or new obligations under this Line of Credit, will not affect my duty under this Line of Credit and I will still be obligated to pay this Line of Credit. The duties and benefits of this Line of Credit will bind and benefit the successors and assigns of you and me.

32. **INTEGRATION AND SEVERABILITY.** This Agreement is the complete and final expression of the agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

33. **INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Agreement.

34. **NOTICE, FINANCIAL REPORTS, AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

35. **CREDIT INFORMATION.** I agree to supply you with whatever information you reasonably feel you need to decide whether to continue this Line of Credit. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.

36. **APPLICABLE LAW.** This Agreement is governed by: THE LAWS OF SOUTH CAROLINA, THE UNITED STATES OF AMERICA AND, TO THE EXTENT REQUIRED, BY THE LAWS OF THE JURISDICTION WHERE THE PROPERTY IS LOCATED.

37. **OTHER TERMS.** If checked, the following addenda are attached to and made a part of this Agreement:

- A. ☐ Automatic Withdrawal
- B. ☐ Conversion Option
- C. ☐ Credit Insurance
- D. ☐ Discounted Rate
- E. ☐ Preferred Rate
- F. ☐ _____

38. **ADDITIONAL TERMS.**

SIGNATURES. I understand that terms following a ☐ only apply if checked. By signing, I agree to the terms of this Agreement and acknowledge receipt of a copy of this Agreement.

BORROWER:

X David S. Clancy X
DAVID S. CLANCY

LENDER:

X Brian J. Michel X
BRIAN J. MICHEL (VICE PRESIDENT)

YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information: (a) Your name and account number, (b) The dollar amount of the suspected error, (c) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about. If you have authorized us to pay your bill automatically from your savings, checking, share draft or other account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your Credit Limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right: (a) You must have made the purchase in your home state or, if not within your home state within 100 miles of your current mailing address; and (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

FEES APPENDIX

OTHER CHARGES

APPRAISAL FEE: \$225.00

CREDIT REPORT FEE: \$25.00

TITLE INSURANCE FEE: APPROXIMATELY \$3 PER \$1000 BORROWED

ATTORNEY FEE: \$250.00

FLOOD CERT. FEE: \$15.00

COURIER FEE: \$15.00

IF PAYMENT IS MADE MORE THAN 15 DAYS AFTER IT IS DUE, I AGREE TO PAY A LATE CHARGE OF 5.00% OF THE LATE AMOUNT.

RETURNED CHECK CHARGE: I AGREE TO PAY A FEE NOT TO EXCEED \$15.00 FOR EACH CHECK, NEGOTIABLE ORDER OF WITHDRAWAL OR DRAFT I ISSUE IN CONNECTION WITH THIS LINE OF CREDIT THAT IS RETURNED BECAUSE IT HAS BEEN DISHONORED.

STOP PAYMENT CHARGE: \$15.00

TERMINATION FEE: \$200.00

TERMINATION FEE: IF I CLOSE ACCOUNT WITHIN 12 MONTHS

BELOW MINIMUM ADVANCE FEE: \$10.00 IF ADVANCE ON ACCOUNT UNDER MINIMUM

11.00
Horseman

BK 5393PG356

J. STANLEY CLAYPOOLE, P.A.

ATTORNEY AT LAW

2155 NORTH PARK LANE

N. CHARLESTON, S.C. 29406

Clency 04-1307

BK 418016082

FILED - RECORDED
RMC / ROD

2016 JUN 16 AM 10:37

DORCHESTER COUNTY, SC

**This Mortgage is being re-recorded to add the Maturity Date and Loan Amount.
This document was prepared by CAROLINA FEDERAL SAVINGS BANK POST OFFICE BOX 30518 CHARLESTON, SC 29417

State of South Carolina

Space Above This Line For Recording Data

MORTGAGE

(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Mortgage (Security Instrument) is 06-10-2009..... and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: BARBARA A. CLANCY
418 LAKEVIEW DRIVE
SUMMERVILLE, SC 29463

☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgages, their signatures and acknowledgments.

LENDER: CAROLINA FEDERAL SAVINGS BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA
POST OFFICE BOX 30518
1108 ST ANDREWS BOULEVARD (29407) CHARLESTON, SC 29417

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:
T.M.S. # 137-07-023

FILED - RECORDED
RMC / ROD
2006 JUN -5 PM 3:05
MARGARET L. BAILEY
DORCHESTER COUNTY, SC

The property is located in DORCHESTER at 117 SOUTH CEDAR STREET.....
(County)
..... SUMMERVILLE South Carolina 29463
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 258,940.00..... This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument. Interest under the Note will be deferred, accrued or capitalized; however, Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note.
4. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)
HOME EQUITY LINE OF CREDIT # 0244015870
Maturity Date 6/10/2009
Loan Amount \$258,940.00

BK 5393PG357 BK 4189PG083

B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All other obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any necessary notice of the right of rescission with respect to any additional indebtedness secured under paragraph B of this Section, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument (but does not waive the security interest for the debts referenced in paragraph A of this Section).

5. **MORTGAGE COVENANTS.** Mortgagor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortgagor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Payments. Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees to make all payments when due and to perform or comply with all covenants. Mortgagor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

Claims Against Title. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

Property Condition, Alterations and Inspection. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

Authority to Perform. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Leaseholds; Condominiums; Planned Unit Developments. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

Condemnation. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

BK 5393PG358

BK 4189PG084

Financial Reports and Additional Documents. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
8. **DEFAULT.** Mortgagor will be in default if any of the following occur:

Payments. Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

Property. Any action or inaction by the Borrower or Mortgagor occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurance on the Property; (b) Mortgagor transfers the Property; (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Mortgagor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Mortgagor and subjects Mortgagor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

Executive Officers. Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

9. **REMEDIES ON DEFAULT.** In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

10. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, reasonable employee of the Lender, court costs, and other legal expenses allowed by law. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.
11. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
 - B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
 - C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
 - D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
12. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

BK 5393PG359 41896085

13. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
14. **SEVERABILITY; INTERPRETATION.** This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
15. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
16. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all homestead exemption rights relating to the Property.
17. **LINE OF CREDIT.** The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
18. **APPLICABLE LAW.** This Security Instrument is governed by the laws as agreed to in the Secured Debt, except to the extent required by the laws of the jurisdiction where the Property is located, and applicable federal laws and regulations.
19. **RIDERS.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.
- (Check all applicable boxes)
- ☐ Assignment of Leases and Rents ☐ Other
20. ☐ **ADDITIONAL TERMS.**

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Barbara A. Clancy (Signature) BARBARA A. CLANCY (Seal) (Date) (Signature) (Seal) (Date)

Signed, sealed and delivered in the presence of:

Sammy Hubert (Witness) *Heather Pelicci* (Witness)

PROBATE:

STATE OF SOUTH CAROLINA COUNTY OF ..CHARLESTON.....) ss.
Personally appeared before me the undersigned witness who, being duly sworn, deposed and said that (s)he saw the Mortgagor (and each Mortgagor if more than one) sign, seal and deliver the foregoing Mortgage and that (s)he, together with the other witness whose name appears as a witness, witnessed the execution thereof

Sworn to and subscribed before me this 10TH Day
of JUNE, 2020.

Heather Pelicci (Seal) *Sammy Hubert*

My commission expires: 01/14/12

BK 3916086

Exhibit "A"

BK 539396360

All that lot, piece, or parcel of land, with the buildings thereon, situate, lying and being in the Town of Summerville, in the County of Dorchester (formerly Berkeley), in the State aforesaid; measuring and containing sixty-three (63) feet, six inches, in front on Black Jack Street, now known as Cedar Street, and the same on the back line, by two hundred and ten (210) feet in depth, be the said dimensions more or less; butting and bounding, Northwest on Black Jack Street, now known as Cedar Street, Northeast on Lands now or formerly of John H. Grainger, Southeast on lands now or formerly of Thaddeus W. Phelon, and Southwest on lands now or formerly of the Estate of C.H. Komahrens.

Being the same property conveyed to William E. Clancy and Barbara Anne Clancy by deed of John Grainger Lanneau, George Johnston Lanneau, and Jessie L. Finucan on March 20, 1981 and recorded on March 23, 1981 in book 436 at page 118 of the Dorchester County RMC office. Thereafter being the same property conveyed to the Mortgagor herein, Barbara Anne Clancy, by deed of distribution of William E. Clancy on January 25, 1990 and recorded on January 25, 1990 in book 717 at page 101 of the Dorchester County RMC office.

TMS: 137-07-07-023

Initials: _____

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
Filed for record this 10th
Day of June 2007
at 10:57 AM and recorded
in book 4784 page 20
LINDA T. MESSERVY
REGISTER OF MESNE CONVEYANCES

STATE OF SOUTH CAROLINA)

COUNTY OF DORCHESTER

FILED/RECORDED
August 18, 2009
DORCHESTER COUNTY
REGISTER OF DEEDSNOTE and MORTGAGE
MODIFICATION AGREEMENT

Loan #: 02-44015970

117 South Cedar Street, Summerville, SC 29483

THIS AGREEMENT made and entered into this 13th day of August, 2009, by and between, DAVID S. CLANCY and BARBARA A. CLANCY ("Mortgagors"), and CAROLINA FEDERAL SAVINGS BANK ("Mortgagee");

WHEREAS, DAVID S. CLANCY did execute and deliver its certain Promissory Note dated June 10, 2004, in the original principal amount of TWO HUNDRED FIFTY-EIGHT THOUSAND NINE HUNDRED FORTY and 00/100 DOLLARS (\$258,940.00), ("Promissory Note"), payable to the order of Mortgagee said Note being due and payable on June 10, 2009; and with a current principal balance of \$237,990.52;

WHEREAS, BARBARA S. CLANCY did deliver as security for its Promissory Note that certain Mortgage dated June 10, 2004, in the amount of TWO HUNDRED FIFTY-EIGHT THOUSAND NINE HUNDRED FORTY and 00/100 DOLLARS (\$258,940.00), and recorded in the RMC Office for Dorchester County in Book 5393, Page 356 on June 16, 2004; and

WHEREAS, Mortgagors and Mortgagee are desirous of modifying said Note and Mortgage, being hereby acknowledged, the parties hereto agree as follows:

NOW THEREFORE, in consideration of the promises contained herein and other good and valuable consideration and the sum of (\$2,000.00 toward accrued interest, \$7.00 recording fee for a total of \$2,007.00) the receipt and sufficiency being hereby acknowledged, the parties hereto agree as follows:

1. We are hereby extending the loan to August 5, 2019.
2. The interest rate will change from Prime + 1.00% with a 5.00% floor to 6.50% fixed for 5 years and will re-price on August 5, 2014 to the 5-year Treasury Constant Maturity + 4.00%. There will be a 6.50% floor.
3. Monthly payments will change from Interest only to Principal & Interest and will be based on a 25- year amortization.
4. There will be 119 monthly payments of \$1,618.72 beginning September 5, 2009 and 1 balloon payment of \$186,318.33 on August 5, 2019.
5. The loan will be transferred from the Consumer Loan System to the Commercial Loan System. The accrual will be 365/360. The payment due date will change from the 20th of the month to the 5th of the month. The accrued interest due through August 12, 2009 is \$5,296.11 and with the \$2,000.00 paid toward interest, this leaves \$3,296.11 interest due that will be transferred to the Commercial Loan System. The outstanding late charges of \$241.97 will also be transferred to the Commercial Loan System.
6. This modification shall not constitute a waiver of any other provisions of the Note and Mortgage or any rights that Mortgagee may have under the Note and Mortgage arising from Mortgagor's actions or inactions prior to or subsequent to such modification.
7. All of the terms and conditions of the Note and Mortgage and all the other lien documents in favor of the said Note and Mortgage shall remain in full force and effect, and the same are hereby in all other respects republished, ratified, and confirmed.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals this 13th day of August, 2009.

IN THE PRESENCE OF:

Donna Schweir
Eulys Martin

MORTGAGORS:

David S. Clancy
Barbara A. Clancy

IN THE PRESENCE OF:

me about
David S. Clancy

MORTGAGEE: Carolina Federal Savings Bank

Stephen C. Herman
By: Stephen C. Herman
For: Carolina Federal Savings Bank
Its: Chief Lending Officer

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

Acknowledgement

This instrument was acknowledged before me on August 13, 2009 by David S. Clancy.

Christine F. Adams
Notary Public for South Carolina
My Commission Expires: 3/6/11

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

Acknowledgement

This instrument was acknowledged before me on August 13, 2009 by Barbara A. Clancy

Christine F. Adams
Notary Public for South Carolina
My Commission Expires: 3/6/11

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

Acknowledgement

This instrument was acknowledged before me on August 13, 2009 by Stephen C. Herman for Carolina Federal Savings Bank.

Christine F. Adams
Notary Public for South Carolina
My Commission Expires: 3/6/11

Trial Exhibit 17

3/29/10

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTERIN THE COURT OF COMMON PLEAS
CASE NO. 2010-CP-18-441CAROLINA FEDERAL
SAVINGS BANK

Plaintiff

vs

DAVID S. CLANCY, BARBARA
A. CLANCY, a/k/a BARBARA
ANNE CLANCY, SOUTHCOAST
COMMUNITY BANK and
JOAN GEANURACOS

Defendant

2010 MAR 29 PM 1:03
CLERK OF COURT
DORCHESTER COUNTY**ANSWER OF THE DEFENDANTS, DAVID S. CLANCY AND BARBARA A. CLANCY**

The defendants, David S. Clancy and Barbara A. Clancy, would respond to the complaint of the plaintiff as follows:

1. That each and every allegation contained in the complaint not admitted, qualified or otherwise explained is hereby denied.
2. That the allegations of paragraphs First and Second of the complaint are admitted.
3. That the defendants believe that the allegations of paragraphs third and fourth are probably true, but, have not independently confirmed certain information contained in these paragraphs such as recording, relative status between the competing claims and other matters and demand strict proof thereof. Defendants do admit to executing mortgages to the defendants named in paragraphs third and fifth.
4. That the allegations of paragraphs fifth and sixth of the complaint are hereby admitted.
5. That the allegations of paragraph seventh are outside the knowledge of the defendants and the defendants can neither admit or deny the allegations regarding recording and demand strict proof thereof.
6. That as to the allegations of paragraph eighth, the defendants admit that the note and mortgage were modified, but, lack information regarding recording and

DD
Page 14
2 pages



demand strict proof thereof as to those allegations.

7. That no response is required to paragraph ninth as the documents speak for themselves and defendants demand strict proof thereof.
8. That as to the allegations of paragraph tenth, the defendants admit that they are not current on payments to the plaintiff and that the plaintiff has elected to pursue foreclosure of the note and mortgage in this matter.
9. That the allegations of paragraph eleventh are denied as no accounting or other information is set forth or attached to the complaint, and defendants have no way to determine the correctness of the calculations, the reasonableness of charges or other indebtedness and defendants demand that plaintiff be required to strictly account and prove all charges and expenses claimed to be owed.
10. That defendants have no knowledge of the allegations of paragraph twelfth, but, believing that Mark W. McKnight is both a good and honest attorney do not question the allegations contained therein nor require strict proof of his employment.

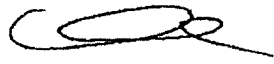
*DM
Page 24
2/2/20*

WHEREFORE, have fully responded to the complaint the defendants pray:

- a. That the complaint be dismissed.
- b. That if the complaint not be dismissed, that the plaintiff be required to prove by good, complete and competent evidence the allegations contained in the complaint.
- c. For such other and further relief as to the Court seems just and proper.

Charleston, South Carolina

March 22, 2010



D. Nathan Davis
Davis Law SC
711-A St. Andrews Blvd.
Charleston, S. C. 29407
843-571-4042 Office
888-821-9554 Facsimile
Nathan@davislawsc.com
Attorney for David Clancy
Barbara A. Clancy
Court ID # 1563

Trial Exhibit 18

Owner Information

CERCOPELY MARY LOU & DAVID S CLA
209 W 7TH NORTH ST APT 13A
SUMMERVILLE, SC 29483-6646

Payment Information

Status	Unpaid
Payment Date	
Amount Paid	\$0.00

Property Information

Map No.	137-07-07-023-000-C
Notice No.	R-2019-00021914-00
Description	S CEDAR ST 117
District	207
Appraised Value	\$287,500.00
Assessed Value	\$17,250.00

Bill Information

Record Type	Real
Tax Year	2019
Receipt	21914

Taxes

Base Taxes	\$6,897.94
Penalty	\$206.94
Total Due	\$7,104.88

000581





DORCHESTER COUNTY TREASURER
CINDY L. CHITTY
 201 JOHNSTON ST. • SAINT GEORGE SC 29477-2412
 500 NORTH MAIN ST. • SUMMERVILLE SC 29485
 TEL: (843) 563-0165
 Fax: (843) 563-0131

2019 REAL ESTATE TAX NOTICE

CHANGE OF ADDRESS

INFORMATION FOR CHANGE OF ADDRESS PLEASE PRINT BELOW

CHANGE

OF

ADDRESS

ONLY

Signature

Phone

CERCOPELY MARY LOU & DAVID S CLA
 209 W 7TH NORTH ST APT 13A
 SUMMERVILLE, SC 29483-6646

IF CHANGE OF ADDRESS, RETURN WITH PAYMENT COUPON

NOTICE NUMBER & YEAR	TAX DIST	MAP-BLOCK-PARCEL NO.	MORTGAGE CODE & MTG CO	DATE OF NOTICE	RATIO	
R-2019-00021914-00	207	137-07-07-023-000-C	0	9/25/2019 12:00:00 AM	6%	
# ACRES	# LOTS	ASSESSED VALUE OF LAND	#IMPS	ASSESSED VAL OF IMPS	TOTAL ASSESSMENT	PROPERTY CLASSIFICATION
0.31	0	13,980		3,270	17,250	17,250

YOUR TAX DISTRIBUTION		MESSAGES	
16.93%	County Operating	54.90	\$947.01
1.81%	County Debt	5.90	\$101.78
1.69%	County Library	5.50	\$94.86
2.09%	County Capital Improvements	6.80	\$117.30
.30%	Children in Crisis	1.00	\$17.25
.58%	Senior Citizens Centers	1.90	\$32.78
56.47%	School Operating	183.60	\$3,167.10
10.30%	School Debt	53.00	\$914.25
2.82%	School Vocational	9.20	\$158.70
1.01%	School Trident Tech	3.30	\$56.93
100.00%	Sub-Total	.00	\$5,607.98
	Total City	59.50	\$1,026.38
	Less SC Homestead	.00	\$0.00
	Less School Tax Credit Savings	.00	\$0.00
	Plus SWUF (Solid Waste User Fee)	.00	\$75.00
	Plus SWCF (Solid Waste Collection Fee)	.00	\$118.20
	Plus STWMF (Stormwater Management Fee)	.00	\$70.38
	Grand Total	.00	\$6,897.94

Prop Loc: S CEDAR ST 117

If your property has been sold, contact your closing attorney for your responsibilities.

MESSAGES	
TOTAL DUE until Jan 15, 2020	\$6,897.94
Jan 16 - Feb 3, 2020	\$7,104.88
Feb 4 - Mar 16, 2020	\$7,587.74
Delinquent thru Apr 28, 2020	\$7,932.64
PRIOR YEAR TAX ON THIS PROPERTY: \$0.00 Includes taxes and fees	

ACCORDING TO SC CODE OF LAWS SEC. 12-45-430, AMOUNT MUST BE PAID IN FULL BEFORE DUE DATE OR NO RECEIPT CAN BE ISSUED. PARTIAL PAYMENTS ARE NOT ACCEPTED

To Pay by Credit Card Call 1-888-544-9434 or Visit www.dorchestercountytaxesonline.com
 There will be a nominal fee charged for this service. If you pay online you WILL NOT be mailed a paid receipt. You can print it from website.

RETURN THIS STUB WITH PAYMENT

DORCHESTER COUNTY REAL ESTATE TAX NOTICE

NOTICE NUMBER & YEAR	TAX DIST	MAP-BLOCK-PARCEL NO.	MORTGAGE CODE & MTG CO	DATE OF NOTICE	RATIO
R-2019-00021914-00	207	137-07-07-023-000-C	0	9/25/2019 12:00:00 AM	6%

TOTAL DUE BY Jan 15, 2020 **\$6,897.94**

DORCHESTER COUNTY, SC - Due Payable Upon Request
 Please WRITE NOTICE NUMBER on check.

PENALTIES APPLY:

Jan 16 - Feb 3, 2020	\$7,104.88
Feb 4 - Mar 16, 2020	\$7,587.74
Delinquent Mar 17 thru Apr 28, 2020	\$7,932.64

MAKE CHECK PAYABLE TO: DORCHESTER COUNTY TREASURER

CERCOPELY MARY LOU & DAVID S CLA
 209 W 7TH NORTH ST APT 13A
 SUMMERVILLE, SC 29483-6646

DORCHESTER COUNTY TREASURER
 CINDY L. CHITTY
 PO BOX 63058
 CHARLOTTE NC 28263-3058

Internet Tax Bill 1/23/2020

Trial Exhibit 19

ASSIGNMENT OF HOME EQUITY VARIABLE DRAW AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, the **FEDERAL DEPOSIT INSURANCE CORPORATION** (acting in any capacity, the "FDIC") **IN ITS CAPACITY AS RECEIVER FOR CAROLINA FEDERAL SAVINGS BANK, CHARLESTON, SC**, at 550 17th Street, NW Washington, D.C. 20429-0002 (hereinafter referred to as "Assignor" or "Grantor"), for value received, does by these presents, grant, bargain, sell, assign, transfer and set over to **CRE/ADC VENTURE 2012-1, LLC**, its successors and assigns (hereinafter referred to as "Assignee" or "Grantee"), at 2450 Broadway, 6th Floor, Santa Monica, California 90404, all right, title and interest in and to that certain:

HOME EQUITY VARIABLE DRAW AGREEMENT made by and between David S. Clancy (the "Borrower") and CAROLINA FEDERAL SAVINGS BANK (the "Lender") dated June 10, 2004 governing a line of credit in an amount up to \$258,940.00, as same may have been modified or amended.

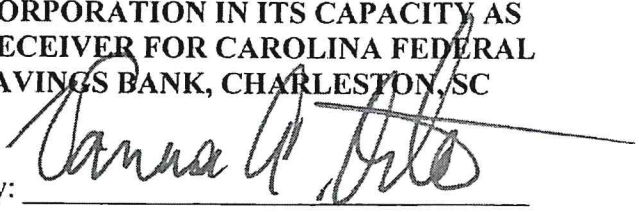
TO HAVE AND TO HOLD THE SAME UNTO SAID CRE/ADC VENTURE 2012-1, LLC, ITS SUCCESSORS AND ASSIGNS.

THIS ASSIGNMENT IS MADE WITHOUT RECOURSE, AND WITHOUT REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, OR BY OPERATION OF LAW, OF ANY KIND OR NATURE WHATSOEVER, BY THE FDIC IN ITS CAPACITY AS RECEIVER FOR CAROLINA FEDERAL SAVINGS BANK, CHARLESTON, SC OR IN ITS CORPORATE CAPACITY. THE LOAN IS CONVEYED "AS IS" AND "WITH ALL FAULTS," WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING AS TO COLLECTABILITY, ENFORCEABILITY, VALUE OF COLLATERAL, ABILITY OF ANY OBLIGOR TO REPAY, CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS, IMPLIED OR BY OPERATION OF LAW, BY ANY PERSON, INCLUDING THE FDIC OR ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS.

Dated as of December 11, 2012

ASSIGNOR:

**FEDERAL DEPOSIT INSURANCE
CORPORATION IN ITS CAPACITY AS
RECEIVER FOR CAROLINA FEDERAL
SAVINGS BANK, CHARLESTON, SC**

By: 

Name: Vanessa A. Orta

Title: Attorney-in-Fact

CRE-ADC 2012-1
AMO Ref.: 3059.145
Loan Ref.: 244015970
AssetID: 10441000754
ServicerRef: 030289863

000584



Trial Exhibit 20

ASSIGNMENT OF HOME EQUITY VARIABLE DRAW AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, the **CRE/ADC VENTURE 2012-1, LLC, LLC, a Delaware limited liability company**, whose address is 515 South Flower Street, 44th Floor, Los Angeles, CA 90071 (hereinafter referred to as "Assignor" or "Grantor"), for value received, does by these presents, grant, bargain, sell, assign, transfer and set over to **NCP PILGRIM LLC, a Delaware limited liability company**, its successors and assigns (hereinafter referred to as "Assignee" or "Grantee"), whose address is 64 Wall Street, Suite 212, Norwalk, CT 06850, all right, title and interest in and to that certain:

HOME EQUITY VARIABLE DRAW AGREEMENT made by and between DAVID S. CLANCY and CAROLINA FEDERAL SAVINGS BANK dated June 10, 2004 governing a line of credit in an amount up to \$258,940.00, as same may have been modified or amended.

TO HAVE AND TO HOLD THE SAME UNTO SAID NCP PILGRIM LLC, ITS SUCCESSORS AND ASSIGNS.

Dated as of the 26 day of June, 2018.

CRE/ADC VENTURE 2012-1, LLC, LLC, a Delaware limited liability company

By ColFin 2013 CRE ADC Funding, LLC
Its Manager

By: 

Name: Mark M. Hedstrom
Title: Vice President



Trial Exhibit 21



OMNIBUS ASSIGNMENT

The FEDERAL DEPOSIT INSURANCE CORPORATION (acting in any capacity, the "FDIC") IN ITS CAPACITY AS RECEIVER FOR CAROLINA FEDERAL SAVINGS BANK, CHARLESTON, SC, at 550 17th Street NW, Washington, D.C. 20429-0002 (hereinafter referred to as "Assignor" or "Grantor"), for value received, does by these presents, grant, bargain, sell, assign, transfer and set over "*as-is*", "*where-is*", *without recourse, covenant, representation or warranty* of any kind or nature, express or implied to CRE/ADC Venture 2012-1, LLC, a Delaware limited liability company, its successors and assigns, at 2450 Broadway, 6th Floor, Santa Monica, California 90404, all right, title and interest in and to the loan documents (the "Loan Documents") associated with that certain loan made by Carolina Federal Savings Bank to David S. Clancy dated June 10, 2004 in the amount of \$258,940.00, as same may have been modified or amended (the "Loan").

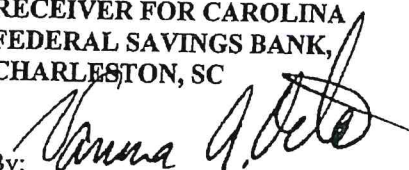
TO HAVE AND TO HOLD THE SAME UNTO SAID CRE/ADC VENTURE 2012-1, LLC, ITS SUCCESSORS AND ASSIGNS.

THIS ASSIGNMENT IS MADE WITHOUT RECOURSE, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, BY THE FDIC IN ITS CAPACITY AS RECEIVER FOR CAROLINA FEDERAL SAVINGS BANK, CHARLESTON, SC OR IN ITS CORPORATE CAPACITY. THE LOAN DOCUMENTS ARE CONVEYED "AS IS" AND "WITH ALL FAULTS," WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING AS TO COLLECTABILITY, ENFORCEABILITY, VALUE OF COLLATERAL, ABILITY OF ANY OBLIGOR TO REPAY, CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, BY ANY PERSON, INCLUDING THE FDIC OR ITS OFFICERS EMPLOYEES, AGENTS OR CONTRACTORS.

Dated as of the 11th day of December, 2012.

ASSIGNOR:

FEDERAL DEPOSIT INSURANCE
CORPORATION IN ITS CAPACITY AS
RECEIVER FOR CAROLINA
FEDERAL SAVINGS BANK,
CHARLESTON, SC

By: 

Name: Vanessa A. Orta

Title: Attorney-in-Fact

CRE/ADC 2012-1
AMO Ref.: 3059.145
Loan Ref.: 244015970
AssetID: 10441000754
ServicerRef: 030289863

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

The Honorable James E. Chellis
Dorchester County Master-in-Equity

APELLATE CASE NO. 2020-001168

NCP PILIGRIM, LLC, ... Respondent,

v.

MARY LOU CERCOPELY, DAVID S. CLANCY, SOUTH CAROLINA
FEDERAL CREDIT UNION, SOUTHCOAST COMMUNITY BANK, JOAN
GEANURACOS and DAVID SEAN CLANCY,

of whom MARY LOU CERCOPELY, DAVID S. CLANCY
and DAVID SEAN CLANCY are the Appellants.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the ***Record on Appeal*** contains all material
proposed to be included by any of the parties, not any other material.

/s Robert B. Varnado

Robert B. Varnado
(S.C. Bar # 0007850)
VARNADO LAW FIRM, LLC
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Attorneys for Appellants

May 17, 2021

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM DORCHESTER COUNTY
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Dorchester County Master-in-Equity

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of whom MARY LOU CERCOPEL, DAVID S. CLANCY and DAVID SEAN
CLANCY

are the..... Appellants.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the ***Record on Appeal*** the above referenced case has been served upon counsel of record by mailing a copy in an envelope properly addressed with postage prepaid on this day to the following, on the 19th Day of May 2020 or VIA EMAIL IF SO INDICATED.

Russell P. Patterson, Esquire
Lauren P. Williams, Esquire
Russell P. Patterson P. A.
P. O. Box 8047
Hilton Head Island, SC 29938
Attorneys for Respondent

VIA EMAIL

May 19, 2021
Mt. Pleasant, South Carolina

/s Robert B. Varnado

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Jun 18 2021

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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May 17, 2021