1

Summons and Complaint

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	SUMMONS
BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP,	(NON-JURY MORTGAGE FORECLOSURE)
PLAINTIFF,	C/A NO: 2010-CP-10-6060
vs.	DEFICIENCY WAIVED
Johnson D. Koola,	
DEFENDANT(S).	

FILED
2010 JUL 27 PM 4:48
JULIE J. ARMSTRONG
CLERK OF COURT
BY

F10-04188

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, or otherwise appear and defend, and to serve a copy of your Answer to said Complaint upon the subscriber at his office, 1300 Pickens Street, P.O. Box 11264, Columbia, South Carolina, 29211-1264, within thirty (30) days after service hereof, except as to the United States of America, which shall have Sixty (60) days, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, or otherwise appear and defend, the Plaintiff in this action will apply to the Court for the relief demanded therein, and 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) RESIDES, 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 Mortgagee immediately and separately and such application will be deemed absolute and total in the absence of your application for such an appointment within thirty (30) days after the service of the Summons and Complaint upon you.

YOU WILL ALSO TAKE NOTICE that should you fail to Answer the foregoing Summons, the Plaintiff will move for an Order of Reference of this cause to the Master-in-Equity or Special Referee in/for this County, which Order shall, pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, specifically provide that the said Master in Equity or Special Referee is authorized and empowered to

enter a final judgment in this cause with appeal only to the South Carolina Court of Appeals pursuant to Rule 203(d)(1) of the SCAR, effective June 1, 1999.

KORN LAW FIRM, P.A.
1300 Pickens Street
P.O. Box 11264
Columbia, S.C. 29211-1264
(803) 252-5817

PETER D. KORN / JOHN S. KAY
ALAN M. STEWART / JOHN B. KELCHNER
H. GUYTON MURRELL / MEREDITH S. LEE
Attorneys for Plaintiff

Columbia, South Carolina
July 26, 2010

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP, PLAINTIFF, vs. Johnson D. Koola, DEFENDANT(S).	IN THE COURT OF COMMON PLEAS COMPLAINT (NON-JURY MORTGAGE FORECLOSURE) C/A NO: 2010-CP-10-6060 DEFICIENCY WAIVED

FILED
2010 JUL 27 PM 4:48
JULIE J. ARMSTRONG
CLERK OF COURT
BY

F10-04188

The Plaintiff, complaining of the Defendants above-named would respectfully show unto this Honorable Court:

1. That the Plaintiff is a corporation organized and existing under and by virtue of the laws of the State of New York; and that the Defendant(s) Johnson D. Koola, is/are upon information and belief, is/are citizen(s) and resident(s) of the County of Charleston, State of South Carolina.

2. Any Defendant described herein as a judgment creditor(s) has, by filing the judgment(s), designated the attorney(s) entering the judgment(s) as their agent for service of process pursuant to the provisions of Section 15-35-840 of the S.C. Code of Laws (1976) as amended.

3. That the real property hereinafter described, which is the subject of this action, is situated and located in the County of Charleston, State of South Carolina.

4. That on or about February 20, 2004, for value received, Johnson D. Koola, did execute and deliver to , a certain promissory note in writing according to the terms and conditions set out therein, wherein and whereby said Johnson D. Koola promised to pay to the sum of One Hundred Thirty-Six Thousand One Hundred Ninety-Two And 00/100 Dollars ($136,192.00), together with interest thereon at the rate of Five And 75/100 per cent (5.75%) per annum.

5. That in order to better secure the payments of the said note and debt, in accordance with the terms and conditions thereof, Johnson D. Koola, did execute and deliver on February 20, 2004 unto , its successors and assigns, a mortgage covering the following described property:

Legal description and property address:

All that certain condominium unit known and designated as UNIT 208, BUILDING E, CAMBRIDGE LAKE HORIZONTAL PROPERTY REGIME, a Horizontal Property Regime established pursuant to the South Carolina Horizontal Property Act, Section 27-31-10 et seq., 1976, South Carolina Code of Laws, as amended, and submitted by Master Deed dated February 24, 2003 and recorded in the Office of the RMC

for Charleston County, South Carolina in Book T-437 at Page 047. SAID dwelling unit conveyed hereby being shown on Exhibit "F" attached to the Master Deed.

CONVEYED TOGETHER WITH: (1) An undivided percentage in the common elements, restricted common areas, and facilities of the property described in said Master Deed ("Common Elements") attributable to the said unit; (2) An easement for the continuance of all encroachments by the Dwelling Unit on any adjoining unit or common elements existing as a result of construction of the Condominium Unit(s) or which may come into existence hereafter as a result of settling or shifting of the dwelling unit(s) or of the other condominium unit(s), after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain percentages, or by reason of alteration or repair to the common elements made by or with the owners of the Board of Administration; (3) An easement in common with the owners of other condominium units to use any pipes, wires, ducts, flues, cables, conduits, public utility lines and other common elements located in any other rights and easements in common with the other condominium unit owners, all as described in the Master Deed, Bylaws and any and all Amendments thereto as recorded in the Office of the RMC for Charleston County, South Carolina.

SUBJECT to any and all Restrictions, Covenants, Conditions, easements, Rights of Way and all other matters affecting subject property of record in the Office of the RMC for Charleston County, South Carolina, including, but not limited to those contained in said Master Deed and/or Bylaws, and any and all Amendments thereto.

BEING a portion of the same property as conveyed to CAMBRIDGE TWO, LLC. By Deed of Cambridge Lakes, L.P., A SC Limited Partnership, dated April 2, 2003 and duly recorded in the Office of the RMC for Charleston County, South Carolina, in Book Z-442 at Page 141.

THIS being the same property as conveyed to Johnson D. Koola by Deed of Cambridge Two, LLC. A SC Limited Liability Company, dated February 20, 2004 and duly recorded in the Office of the RMC for Charleston County, South Carolina, simultaneously herewith.
1587 Cambridge Lakes Drive, Mount Pleasant, SC 29464
TMS # 559-14-00-157

6. Thereafter said mortgage was recorded in the office of the Register of Deeds of Charleston County.

7. The above referenced instrument constitutes a purchase money mortgage with the proceeds of the loan being used to purchase the property above described.

8. According to the terms and conditions of the said note and mortgage, it is provided that in the event of default in the payment of any installment when due, and if such default is not made good prior to the due date of the next such installment, the entire principal and accrued interest shall at once become due and payable without notice at the option of the holder, and if the same should be placed in the hands of an attorney for collection, all costs of collection, including a reasonable attorney's fee, would be secured by the said mortgage as a part of the debt secured thereby.

9. That under the terms and conditions of said mortgage, it is provided that, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured thereby, the mortgagor will pay to the mortgagee, on the payment due date each month until the said note is fully paid, certain additional sums, including but not limited to, certain amounts for fire and other hazard insurance and taxes and assessments due on the mortgaged premises.

10. Further, under the terms and conditions of said mortgage, it was agreed that the mortgagor would pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions for which provisions were not otherwise made, and if they failed to do so, the mortgagee might pay same, which amount, together with interest thereon, would be secured by said mortgage.

11. According to the terms of said mortgage, and as additional security, the mortgagor assigned all rents, issues and profits of the mortgaged premises from and after any default there under, and should legal proceedings be instituted pursuant to said mortgage, the mortgagee, its successors or assigns, was given the right to have a Receiver appointed of the rents, issues and profits, who, after deducting all charges and expenses attending such proceedings, and the execution of his trust as a Receiver, shall apply the residue of the rents, issues and profits, toward the debt secured by said mortgage.

12. The monthly payments due on said note and mortgage are in default since November 1, 2009, and the conditions of said note and mortgage have been broken and the Plaintiff elects to, and does declare the entire balance of said indebtedness due and payable, and that there is due on said note and mortgage as of November 1, 2009 the sum of One Hundred Twelve Thousand Three Hundred Ninety And 48/100 Dollars ($112,390.48), together with interest at the rate of five and 75/100 per cent (5.75 %) per annum from October 1, 2009 and also for the costs and disbursements of this action, including attorney's fees.

13. That the Plaintiff waives its rights to a deficiency judgment on the event that sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due to the Plaintiff, including the costs and attorney fees.

14. That the servicer is participating in the Home Affordable Modification Program (HMP). The HMP modification process specified by the Guidelines or Supplemental Directive has been completed without resulting in a modification because the borrower failed to respond to the HMP solicitation.

15. That upon information and belief, certain costs for inspecting and securing the subject property have been incurred by the Plaintiff as a result of this delinquency and Plaintiff is informed and believes it is entitled to reimbursement for such charges, if any.

16. The notice of consumer's right to cure, as contemplated under S.C. Code Sections 37-5-110 and 37-5-111, has been given or is not required, and all conditions precedent to the acceleration of the debt and foreclosure of the mortgage have been performed or have occurred.

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

(1) That the amount due upon the said note and mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action.

(2) That the said Plaintiff's mortgage be declared a purchase money mortgage and that the said Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due, with a reasonable sum as attorney's fees and for the costs of this action.

(3) That the mortgaged premises be sold under the direction of this court, the equity of redemption be barred, and that the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and sale.

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

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

(4) For an Order directing and empowering the Sheriff of Charleston County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property hereinabove described should the same become necessary.

(5) For an Order granting the appointment of a receiver to secure and supervise the rental of the property sought to be foreclosed.

(6) For reimbursement of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency.

(7) For such other and further relief as may be just and proper.

(8) For an order satisfying any prior liens that may be of record, but have been paid in full.

KORN LAW FIRM, P.A.
1300 Pickens Street
P.O. Box 11264
Columbia, S.C. 29211-1264
(803) 252-5817

PETER D. KORN JOHN S. KAY
ALAN M.STEWART JOHN B. KELCHNER
H. GUYTON MURRELL
Attorneys for Plaintiff

Columbia, South Carolina
July 26, 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 paragraph 12 of 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. The debt as described in the Complaint attached hereto will be assumed to be valid by the creditor's law firm, unless the debtor(s), within thirty (30) days after the receipt of this notice, disputes the validity of the debt or some portion thereof.

4. If the debtor(s) notify the creditor's law firm in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, the creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to the debtor(s) by the creditor's law firm.

5. If the creditor named as Plaintiff in the attached Summons and Complaint is not the original creditor, and if the debtor(s) makes a written request to the creditor's law firm within thirty (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor(s) by the creditor's law firm.

6. Written requests should be addressed to Korn Law Firm, P.A., Post Office Box 11264, Columbia, South Carolina 29211-1264.

7. This notice should NOT be construed as a thirty (30) day grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days.

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

KORN LAW FIRM, P. A.
POST OFFICE BOX 11264
1300 PICKENS STREET
COLUMBIA, SOUTH CAROLINA 29211
(803) 252-5817

July 26, 2010

Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401

RE: BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP vs. Johnson D. Koola

Docket No.
Our file No. F10-04188

Dear Clerk of Court:

Enclosed please find the original Lis Pendens, Summons, and Complaint for the above foreclosure action, along with copies of the Lis Pendens, Summons and Complaint and our check in the amount of $150.00. Please have the originals filed of record and return the clocked copies to us in the enclosed envelope.

Your assistance is very much appreciated.

Very truly yours,

Jennifer Patterson

Lis Pendens

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	
BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP PLAINTIFF, vs. Johnson D. Koola, DEFENDANT(S).	CIVIL ACTION COVERSHEET C/A NO: 2010-CP-10-6060

F10-04188 Submitted By: John S Kay, (Bar#7914); John B. Kelchner, (Bar # 13589); Alan M. Stewart, (Bar #15576)

Telephone #: 803.252.5817

Address: 1300 Pickens Street
Columbia, SC 29201

Fax #:

Other:

E-mail:

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 (certificate attached).

NATURE OF ACTION *(Check One Box Below)*

Contracts	Torts - Professional Malpractice	Torts – Personal Injury	
☐ Constructions (100)	☐ Dental Malpractice (200)	☐ Assault/Slander/Libel (300)	☐ Claim & Delivery (400)
☐ Debt Collection (110)	☐ Legal Malpractice (210)	☐ Conversion (310)	☐ Condemnation (410)
☐ Employment (120)	☐ Medical Malpractice (220) Previous Notice of Intent Case # 20__-CP-____-_____	☐ Motor Vehicle Accident (320)	☒ Foreclosure (420)
☐ General (130)	☐ Notice/ File Med Mal (230)	☐ Premises Liability (330)	☐ Mechanic's Lien (430)
☐ Breach of Contract (140)	☐ Other (299)	☐ Products Liability (340)	☐ Partition (440)
☐ Other (199)	_____	☐ Personal Injury (350)	☐ Possession (450)
_____		☐ Wrongful Death (360)	☐ Building Code Violation (460)
		☐ Other (399)	☐ Other (499)

Inmate Petitions	Judgments/Settlements	Administrative Law/Relief	
☐ PCR (500)	☐ Death Settlement (700)	☐ Reinstate Driver's License (800)	☐ Arbitration (900)
☐ Mandamus (520)	☐ Foreign Judgment (710)	☐ Judicial Review (810)	☐ Magistrate-Civil (910)
☐ Habeas Corpus (530)	☐ Magistrate's Judgment (720)	☐ Relief (820)	☐ Magistrate-Criminal (920)
☐ Other (599)	☐ Minor Settlement (730)	☐ Permanent Injunction (830)	☐ Municipal (930)
_____	☐ Transcript Judgment (740)	☐ Forfeiture-Petition (840)	☐ Probate Court (940)
	☐ Lis Pendens (750)	☐ Forfeiture----Consent Order (850)	☐ SCDOT (950)
	☐ Transfer of Structured Settlement Payment Rights Application (760)	☐ Other (899)	☐ Worker's Comp (960)
	☐ Other (799)	_____	☐ Zoning Board (970)
			☐ Public Service Commission (990)
			☐ Employment Security Comm (991)

Special/Complex /Other

☐ Environmental (600)	☐ Pharmaceuticals (630)	☐ Other (999)
☐ Automobile Arb. (610)	☐ Unfair Trade Practices (640)	
☐ Medical (620)	☐ Out-of State Depositions (650)	
☐ Other (699)	☐ Motion to Quash Subpoena in an Out-of-County Action (660)	
_____	☐ Sexual Predator (510)	

Submitting Party Signature: _____ Date: 7/26/10

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), Richland, Union and York

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 CHARLESTON

BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP

PLAINTIFF,

vs.

Johnson D. Koola,

DEFENDANT(S).

IN THE CIRCUIT COURT FOR THE ____ JUDICIAL CIRCUIT

(NON-JURY MORTGAGE FORECLOSURE)

CERTIFICATE OF EXEMPTION FROM ADR

C/A NO:

DEFICIENCY WAIVED

2010-CP-10-6060

FILED
2010 JUL 27 PM 4:48
JULIE J. ARMSTRONG
CLERK OF COURT
BY ____

F10-04188

I certify that this action is exempt from ADR because:

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

☐ this action is appellate in nature;

☐ this is a post-conviction relief matter;

☐ this is a contempt of court proceeding;

☐ this is forfeiture proceeding brought by the State;

☒ this is a case involving a mortgage foreclosure; or

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

Plaintiff/Attorney(s) for Plaintiff(s)	**Defendant/Attorney(s) for Defendant(s)**
PETER D. KORN / JOHN S. KAY	
ALAN M. STEWART / JOHN B. KELCHNER	
H. GUYTON MURRELL	

Date: 7/26/10

7/27/10
5:05pm

FILED
2010 JUL 27 PM 4:48
JULIE J. ARMSTRONG
CLERK OF COURT
BY

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	LIS PENDENS
BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP,	(NON-JURY MORTGAGE FORECLOSURE)
PLAINTIFF,	C/A NO: 2010-CP-10-04060
vs.	DEFICIENCY WAIVED
Johnson D. Koola,	
DEFENDANT(S).	

F10-04188

NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending in this court upon Complaint of the above-named Plaintiff against the above-named Defendant for foreclosure of a certain mortgage of real estate given by Johnson D. Koola in the amount of One Hundred Thirty-Six Thousand One Hundred Ninety-Two And 00/100 ($136,192.00) Dollars, dated February 20, 2004, and recorded in the Office of the Register of Deeds for Charleston County.

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

LEGAL DESCRIPTION AND PROPERTY ADDRESS:

All that certain condominium unit known and designated as UNIT 208, BUILDING E, CAMBRIDGE LAKE HORIZONTAL PROPERTY REGIME, a Horizontal Property Regime established pursuant to the South Carolina Horizontal Property Act, Section 27-31-10 et seq., 1976, South Carolina Code of Laws, as amended, and submitted by Master Deed dated February 24, 2003 and recorded in the Office of the RMC for Charleston County, South Carolina in Book T-437 at Page 047. SAID dwelling unit conveyed hereby being shown on Exhibit "F" attached to the Master Deed.

10-12795

CONVEYED TOGETHER WITH: (1) An undivided percentage in the common elements, restricted common areas, and facilities of the property described in said Master Deed ("Common Elements") attributable to the said unit; (2) An easement for the continuance of all encroachments by the Dwelling Unit on any adjoining unit or common elements existing as a result of construction of the Condominium Unit(s) or which may come into existence hereafter as a result of settling or shifting of the dwelling unit(s) or of the other condominium unit(s), after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain percentages, or by reason of alteration or repair to the

common elements made by or with the owners of the Board of Administration; (3) An easement in common with the owners of other condominium units to use any pipes, wires, ducts, flues, cables, conduits, public utility lines and other common elements located in any other rights and easements in common with the other condominium unit owners, all as described in the Master Deed, Bylaws and any and all Amendments thereto as recorded in the Office of the RMC for Charleston County, South Carolina.

SUBJECT to any and all Restrictions, Covenants, Conditions, easements, Rights of Way and all other matters affecting subject property of record in the Office of the RMC for Charleston County, South Carolina, including, but not limited to those contained in said Master Deed and/or Bylaws, and any and all Amendments thereto.

BEING a portion of the same property as conveyed to CAMBRIDGE TWO, LLC. By Deed of Cambridge Lakes, L.P., A SC Limited Partnership, dated April 2, 2003 and duly recorded in the Office of the RMC for Charleston County, South Carolina, in Book Z-442 at Page 141.

THIS being the same property as conveyed to Johnson D. Koola by Deed of Cambridge Two, LLC. A SC Limited Liability Company, dated February 20, 2004 and duly recorded in the Office of the RMC for Charleston County, South Carolina, simultaneously herewith.

1587 Cambridge Lakes Drive, Mount Pleasant, SC 29464
TMS # 559-14-00-157

KORN LAW FIRM, P.A.
1300 Pickens Street.
P.O. Box 11264
Columbia, SC 29211-1264

Peter D. Korn / John S. Kay
Alan M. Stewart / H. Guyton Murrell John B. Kelchner / Meredith S. Lee
Attorneys for Plaintiff

Columbia, South Carolina
July 26, 2010

Amended Summons and Complaint

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP,

PLAINTIFF,

vs.

Johnson D. Koola, First Citizens Bank and Trust Company, Inc., f/k/a First-Citizens Bank and Trust Company of South Carolina, and Cambridge Lakes Condominium Homeowners Association, Inc., f/k/a Cambridge Lakes Horizontal Property Regime,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

AMENDED SUMMONS

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2010-CP-10-6060

DEFICIENCY WAIVED

FILED
2010 SEP -1 PM 4:47
JULIE J. ARMSTRONG
CLERK OF COURT
BY

F10-04188

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, or otherwise appear and defend, and to serve a copy of your Answer to said Complaint upon the subscriber at his office, 1300 Pickens Street, P.O. Box 11264, Columbia, South Carolina, 29211-1264, within thirty (30) days after service hereof, except as to the United States of America, which shall have Sixty (60) days, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, or otherwise appear and defend, the Plaintiff in this action will apply to the Court for the relief demanded therein, and 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) RESIDES, 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 Mortgagee immediately and separately and such application will be deemed absolute and total in the absence of your application for such an appointment within thirty (30) days after the service of the Summons and Complaint upon you.

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enter a final judgment in this cause with appeal only to the South Carolina Court of Appeals pursuant to Rule 203(d)(1) of the SCAR, effective June 1, 1999.

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1300 Pickens Street
P.O. Box 11264
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PETER D. KORN / JOHN S. KAY
ALAN M. STEWART / JOHN B. KELCHNER
H. GUYTON MURRELL / MEREDITH S. LEE
Attorneys for Plaintiff

Columbia, South Carolina
August 17, 2010

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	IN THE COURT OF COMMON PLEAS
BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP, PLAINTIFF, vs.	AMENDED COMPLAINT (NON-JURY MORTGAGE FORECLOSURE) C/A NO: 2010-CP-10-6060
Johnson D. Koola, First Citizens Bank and Trust Company, Inc., f/k/a First-Citizens Bank and Trust Company of South Carolina, and Cambridge Lakes Condominium Homeowners Association, Inc., f/k/a Cambridge Lakes Horizontal Property Regime, DEFENDANT(S).	DEFICIENCY WAIVED

FILED
2010 SEP -1 PM 4:47
JULIE J. ARMSTRONG
CLERK OF COURT
BY

F10-04188

The Plaintiff, complaining of the Defendants above-named would respectfully show unto this Honorable Court:

1. That the Plaintiff is a corporation organized and existing under and by virtue of the laws of the State of New York; and that the Defendant, Johnson D. Koola, is upon information and belief, a citizen and resident of the County of Charleston, State of South Carolina. That the Defendant, First Citizens Bank and Trust Company, Inc., f/k/a First-Citizens Bank and Trust Company of South Carolina, is upon information and belief a business organized and existing under the laws of South Carolina. That the Defendant, Cambridge Lakes Condominium Homeowners Association, Inc., f/k/a Cambridge Lakes Horizontal Property Regime, is upon information and belief a business organized and existing under the laws of South Carolina.

2. Any Defendant described herein as a judgment creditor(s) has, by filing the judgment(s), designated the attorney(s) entering the judgment(s) as their agent for service of process pursuant to the provisions of Section 15-35-840 of the S.C. Code of Laws (1976) as amended.

3. That the real property hereinafter described, which is the subject of this action, is situated and located in the County of Charleston, State of South Carolina.

4. That on or about February 20, 2004, for value received, Johnson D. Koola, did execute and deliver to Countrywide Home Loans, Inc., a certain promissory note in writing according to the terms and conditions set out therein, wherein and whereby said Johnson D. Koola promised to pay to Countrywide Home Loans, Inc. the sum of One Hundred Thirty-Six Thousand One Hundred Ninety-Two And 00/100

Dollars ($136,192.00), together with interest thereon at the rate of Five And 75/100 per cent (5.75%) per annum.

5. That in order to better secure the payments of the said note and debt, in accordance with the terms and conditions thereof, Johnson D. Koola, did execute and deliver on February 20, 2004 unto Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for Countrywide Home Loans, Inc., its successors and assigns, a mortgage covering the following described property:

Legal description and property address:

All that certain condominium unit known and designated as UNIT 208, BUILDING E, CAMBRIDGE LAKE HORIZONTAL PROPERTY REGIME, a Horizontal Property Regime established pursuant to the South Carolina Horizontal Property Act, Section 27-31-10 et seq., 1976, South Carolina Code of Laws, as amended, and submitted by Master Deed dated February 24, 2003 and recorded in the Office of the RMC for Charleston County, South Carolina in Book T-437 at Page 047. SAID dwelling unit conveyed hereby being shown on Exhibit "F" attached to the Master Deed.

CONVEYED TOGETHER WITH: (1) An undivided percentage in the common elements, restricted common areas, and facilities of the property described in said Master Deed ("Common Elements") attributable to the said unit; (2) An easement for the continuance of all encroachments by the Dwelling Unit on any adjoining unit or common elements existing as a result of construction of the Condominium Unit(s) or which may come into existence hereafter as a result of settling or shifting of the dwelling unit(s) or of the other condominium unit(s), after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain percentages, or by reason of alteration or repair to the common elements made by or with the owners of the Board of Administration; (3) An easement in common with the owners of other condominium units to use any pipes, wires, ducts, flues, cables, conduits, public utility lines and other common elements located in any other rights and easements in common with the other condominium unit owners, all as described in the Master Deed, Bylaws and any and all Amendments thereto as recorded in the Office of the RMC for Charleston County, South Carolina.

SUBJECT to any and all Restrictions, Covenants, Conditions, easements, Rights of Way and all other matters affecting subject property of record in the Office of the RMC for Charleston County, South Carolina, including, but not limited to those contained in said Master Deed and/or Bylaws, and any and all Amendments thereto.

BEING a portion of the same property as conveyed to CAMBRIDGE TWO, LLC. By Deed of Cambridge Lakes, L.P., A SC Limited Partnership, dated April 2, 2003 and duly recorded in the Office of the RMC for Charleston County, South Carolina, in Book Z-442 at Page 141.

THIS BEING the same property conveyed to Johnson D. Koola by virtue of a Deed from Cambridge Two, LLC, a SC Limited Liability Company, dated February 20, 2004 and recorded February 24, 2004, in Book 484 at Page 818, in the ROD office for Charleston County, South Carolina.

1587 Cambridge Lakes Drive, Mount Pleasant, SC 29464
TMS# 559-14-00-159

6. Thereafter said mortgage was recorded in Book B485 at page 011 on February 24, 2004 in the office of the Register of Deeds of Charleston County.

7. The above referenced instrument constitutes a purchase money mortgage with the proceeds of the loan being used to purchase the property above described.

8. Thereafter, by virtue of an assignment to be recorded, Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for Countrywide Home Loans, Inc. assigned said mortgage unto BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP making BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP the present lien holder and Plaintiff herein.

9. That the Defendant, First Citizens Bank and Trust Company, Inc., f/k/a First-Citizens Bank and Trust Company of South Carolina, is made a party by virtue of a Mortgage, dated February 23, 2005, and recorded March 17, 2005, in Book J529 at Page 512 in the amount of Forty-Two Thousand And 00/100 ($42,000.00).

10. That Cambridge Lakes Condominium Homeowners Association Inc., f/k/a Cambridge Lakes Horizontal Property Regime, is made a party by virtue of:

(a). a Notice of Lien, dated May 24, 2010 and recorded May 25, 2010, in Book 0124 at Page 400 in the RMC Office for Charleston County, South Carolina in the amount of One Thousand Nine Hundred Sixty-Three And 52/100 ($1,963.52), and

(b). any homeowners liens or assessments recorded or unrecorded that are due or that may become due in the future.

11. According to the terms and conditions of the said note and mortgage, it is provided that in the event of default in the payment of any installment when due, and if such default is not made good prior to the due date of the next such installment, the entire principal and accrued interest shall at once become due and payable without notice at the option of the holder, and if the same should be placed in the hands

of an attorney for collection, all costs of collection, including a reasonable attorney's fee, would be secured by the said mortgage as a part of the debt secured thereby.

12. That under the terms and conditions of said mortgage, it is provided that, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured thereby, the mortgagor will pay to the mortgagee, on the payment due date each month until the said note is fully paid, certain additional sums, including but not limited to, certain amounts for fire and other hazard insurance and taxes and assessments due on the mortgaged premises.

13. Further, under the terms and conditions of said mortgage, it was agreed that the mortgagor would pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions for which provisions were not otherwise made, and if they failed to do so, the mortgagee might pay same, which amount, together with interest thereon, would be secured by said mortgage.

14. According to the terms of said mortgage, and as additional security, the mortgagor assigned all rents, issues and profits of the mortgaged premises from and after any default there under, and should legal proceedings be instituted pursuant to said mortgage, the mortgagee, its successors or assigns, was given the right to have a Receiver appointed of the rents, issues and profits, who, after deducting all charges and expenses attending such proceedings, and the execution of his trust as a Receiver, shall apply the residue of the rents, issues and profits, toward the debt secured by said mortgage.

15. The monthly payments due on said note and mortgage are in default since November 1, 2009, and the conditions of said note and mortgage have been broken and the Plaintiff elects to, and does declare the entire balance of said indebtedness due and payable, and that there is due on said note and mortgage as of November 1, 2009 the sum of One Hundred Twelve Thousand Three Hundred Ninety And 48/100 Dollars ($112,390.48), together with interest at the rate of five and 75/100 per cent (5.75 %) per annum from October 1, 2009 and also for the costs and disbursements of this action, including attorney's fees.

16. That the Plaintiff specifically waives its rights to a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due to the Plaintiff, including costs and attorney fees.

17. That the servicer is participating in the Home Affordable Modification Program (HMP). The HMP modification process as specified by the Guidelines or Supplemental Directive has been completed without resulting in a modification because the borrower failed to respond to the HMP solicitation.

18. That upon information and belief, certain costs for inspecting and securing the subject property have been incurred by the Plaintiff as a result of this delinquency and Plaintiff is informed and believes it is entitled to reimbursement for such charges, if any.

19. The notice of consumer's right to cure, as contemplated under S.C. Code Sections 37-5-110 and 37-5-111, has been given or is not required, and all conditions precedent to the acceleration of the debt and foreclosure of the mortgage have been performed or have occurred.

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

(1) That the amount due upon the said note and mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action.

(2) That the said Plaintiff's mortgage be declared a purchase money mortgage and that the said Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due, with a reasonable sum as attorney's fees and for the costs of this action.

(3) That the mortgaged premises be sold under the direction of this court, the equity of redemption be barred, and that the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and sale.

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

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

(4) For an Order directing and empowering the Sheriff of Charleston County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property hereinabove described should the same become necessary.

(5) For an Order granting the appointment of a receiver to secure and supervise the rental of the property sought to be foreclosed.

(6) For reimbursement of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency.

(7) For such other and further relief as may be just and proper.

(8) For an order satisfying any prior liens that may be of record, but have been paid in full.

KORN LAW FIRM, P.A.
1300 Pickens Street
P.O. Box 11264
Columbia, S.C. 29211-1264
(803) 252-5817

PETER D. KORN / JOHN S. KAY
ALAN M.STEWART / JOHN B. KELCHNER
H. GUYTON MURRELL / MEREDITH S. LEE
Attorneys for Plaintiff

Columbia, South Carolina
August 17, 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 paragraph 15 of 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. The debt as described in the Complaint attached hereto will be assumed to be valid by the creditor's law firm, unless the debtor(s), within thirty (30) days after the receipt of this notice, disputes the validity of the debt or some portion thereof.

4. If the debtor(s) notify the creditor's law firm in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, the creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to the debtor(s) by the creditor's law firm.

5. If the creditor named as Plaintiff in the attached Summons and Complaint is not the original creditor, and if the debtor(s) makes a written request to the creditor's law firm within thirty (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor(s) by the creditor's law firm.

6. Written requests should be addressed to Korn Law Firm, P.A., Post Office Box 11264, Columbia, South Carolina 29211-1264.

7. This notice should NOT be construed as a thirty (30) day grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days.

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

ASG
Charleston
Mynahgi Hart
will email service

KORN LAW FIRM, P. A.
POST OFFICE BOX 11264
1300 PICKENS STREET
COLUMBIA, SOUTH CAROLINA 29211
(803) 252-5817

August 17, 2010

Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401

RE: BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP vs. Johnson D. Koola, First Citizens Bank and Trust Company, Inc., f/k/a First-Citizens Bank and Trust Company of South Carolina, and Cambridge Lakes Condominium Homeowners Association, Inc., f/k/a Cambridge Lakes Horizontal Property Regime

Docket No. 2010-CP-10-6060
Our file No. F10-04188

Dear Clerk of Court:

Enclosed please find the original Motion Cover Sheet, Amended Lis Pendens, Amended, Summons, and Amended Complaint for the above foreclosure action, along with copies. Please have the originals filed of record and return the clocked copies to us in the enclosed envelope.

Your assistance is very much appreciated.

Very truly yours,

Jennifer Patterson

Amended Lis Pendens

9-1-2010
4:51pm

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP,

PLAINTIFF,

vs.

Johnson D. Koola, First Citizens Bank and Trust Company, Inc., f/k/a First-Citizens Bank and Trust Company of South Carolina, and Cambridge Lakes Condominium Homeowners Association, Inc., f/k/a Cambridge Lakes Horizontal Property Regime,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

AMENDED LIS PENDENS

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2010-CP-10-6060

DEFICIENCY WAIVED

FILED
2010 SEP -1 PM 1:47
JULIE J. ARMSTRONG
CLERK OF COURT
BY

F10-04188

NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending in this court upon Complaint of the above-named Plaintiff against the above-named Defendant for foreclosure of a certain mortgage of real estate given by Johnson D. Koola to Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for Countrywide Home Loans, Inc. in the amount of One Hundred Thirty-Six Thousand One Hundred Ninety-Two And 00/100 ($ 136,192.00) Dollars, dated February 20, 2004, and recorded February 24, 2004 in the Office of the Register of Deeds for Charleston County in Book B485 Page 011.

Thereafter, by virtue of an assignment to be recorded Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for Countrywide Home Loans, Inc. assigned said mortgage unto BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP making BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP the present lien holder and Plaintiff herein.

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

LEGAL DESCRIPTION AND PROPERTY ADDRESS:

All that certain condominium unit known and designated as UNIT 208, BUILDING E, CAMBRIDGE LAKE HORIZONTAL PROPERTY REGIME, a Horizontal Property Regime established pursuant to the South Carolina Horizontal Property Act, Section 27-31-10 et seq., 1976, South Carolina Code of Laws, as amended, and submitted by Master Deed dated February 24, 2003 and recorded in the Office of the RMC

for Charleston County, South Carolina in Book T-437 at Page 047. SAID dwelling unit conveyed hereby being shown on Exhibit "F" attached to the Master Deed.

CONVEYED TOGETHER WITH: (1) An undivided percentage in the common elements, restricted common areas, and facilities of the property described in said Master Deed ("Common Elements") attributable to the said unit; (2) An easement for the continuance of all encroachments by the Dwelling Unit on any adjoining unit or common elements existing as a result of construction of the Condominium Unit(s) or which may come into existence hereafter as a result of settling or shifting of the dwelling unit(s) or of the other condominium unit(s), after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain percentages, or by reason of alteration or repair to the common elements made by or with the owners of the Board of Administration; (3) An easement in common with the owners of other condominium units to use any pipes, wires, ducts, flues, cables, conduits, public utility lines and other common elements located in any other rights and easements in common with the other condominium unit owners, all as described in the Master Deed, Bylaws and any and all Amendments thereto as recorded in the Office of the RMC for Charleston County, South Carolina.

SUBJECT to any and all Restrictions, Covenants, Conditions, easements, Rights of Way and all other matters affecting subject property of record in the Office of the RMC for Charleston County, South Carolina, including, but not limited to those contained in said Master Deed and/or Bylaws, and any and all Amendments thereto.

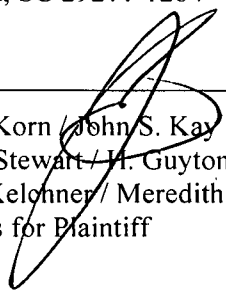
BEING a portion of the same property as conveyed to CAMBRIDGE TWO, LLC. By Deed of Cambridge Lakes, L.P., A SC Limited Partnership, dated April 2, 2003 and duly recorded in the Office of the RMC for Charleston County, South Carolina, in Book Z-442 at Page 141.

THIS BEING the same property conveyed to Johnson D. Koola by virtue of a Deed from Cambridge Two, LLC, a SC Limited Liability Company, dated February 20, 2004 and recorded February 24, 2004, in Book 484 at Page 818, in the ROD office for Charleston County, South Carolina.

1587 Cambridge Lakes Drive, Mount Pleasant, SC 29464

TMS # 559-14-00-159

KORN LAW FIRM, P.A.
1300 Pickens Street.
P.O. Box 11264
Columbia, SC 29211-1264



Peter D. Korn / John S. Kay
Alan M. Stewart / H. Guyton Murrell
John B. Kelchner / Meredith S. Lee
Attorneys for Plaintiff

Columbia, South Carolina
August 17, 2010

2

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	FOR THE NINTH JUDICIAL CIRCUIT
	)	
BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP,	)	C/A NO: 2010-CP-10-6060
	)	
Plaintiff,	)	**PLAINTIFF'S REPLY TO DEFENDANT'S AMENDED ANSWER AND COUNTERCLAIM**
vs.	)	
Johnson D. Koola,	)	
Defendant.	)	

FILED
2011 APR 22 1:20
JULIE J. ARMSTRONG
CLERK OF COURT

The plaintiff, BAC Home Loans Servicing, LP, replying to Amended Answer and Counterclaim of the defendant, Johnson D. Koola ("defendant"), would show unto this honorable court:

AS A FIRST DEFENSE TO DEFENDANT'S COUNTERCLAIM
(General Denial)

1. Each allegation of the defendant's answer and counterclaim not specifically admitted is denied.

2. The allegations contained in paragraphs 1 through 3 of the amended answer and counterclaim require no response.

3. Plaintiff denies the allegations set forth in paragraph 4 of the amended answer and counterclaim.

4. Plaintiff admits the allegation in paragraph 5 of the amended answer and counterclaim that alleges defendant purchased a condominium, but is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 5 of the amended answer and counterclaim.

5. Plaintiff denies the allegations set forth in paragraph 6 of the amended answer and counterclaim.

6. Plaintiff is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 7 of the amended answer and counterclaim with

regard to Defendant Koola's belief. Plaintiff denies the remaining allegations set forth in paragraph 7 of the amended answer and counterclaim with regard to Defendant Koola's assertion that Plaintiff violated the appraisal guidelines and the allegation that the alleged violation caused Koola's financial insolvency, bankruptcy, and default on the mortgage.

7. Plaintiff is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraphs 8 and 9 of the amended answer and counterclaim.

8. Plaintiff denies the portions of the allegations set forth in paragraph 10 of the amended answer and counterclaim alleging that the Plaintiff approved a mortgage loan based on a fraudulent certification. Plaintiff admits that it has not initiated any legal action against the developer/seller.

9. As to the allegations set forth in paragraph 11 of the amended answer and counterclaim, Plaintiff admits the website for the Charleston County, South Carolina Clerk of Court shows an active case designated as civil action number 2008-CP-10-3506. Plaintiff is without knowledge or information sufficient to firm a belief as to the truth of the remaining allegations set forth in paragraph 11 of the amended answer and counterclaim.

10. Plaintiff denies the allegations set forth in paragraph 12 of the amended answer and counterclaim.

11. As to the allegations set forth in paragraph 13 of the amended answer and counterclaim, Plaintiff admits the payment history reflects a miscellaneous posting of $5,000 to the loan account. Plaintiff is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 13 of the amended answer and counterclaim.

12. Plaintiff is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraphs 14, 15 and 16 of the amended answer and counterclaim.

13. Plaintiff admits the Defendant Koola's filing of Chapter 7 Bankruptcy, bankruptcy petition number 2009-02104-dd. Plaintiff is without knowledge or information sufficient to firm a belief as to the truth of the remaining allegations set forth in paragraph 17 of the amended answer and counterclaim.

14. Plaintiff denies the allegations set forth in paragraphs 18, 19, and 20 of the amended answer and counterclaim.

15. Plaintiff is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 21 of the amended answer and counterclaim

16. Plaintiff denies the allegations set forth in paragraphs 22, 23, 24 and 25 of the amended answer and counterclaim.

17. As to the allegations set forth in paragraph 26 of the amended answer and countercalim, Plaintiff admits it alleged in its Reply to the Answer and Counterclaim of Defendant Koola that it is without information sufficient to form a belief as to the truth of various allegations asserted in Defendant Koola's Answer. Plaintiff denies the truth of the remaining allegations set forth in paragraph 26 of the amended answer and counterclaim.

18. Plaintiff denies the allegations set forth in paragraphs 27 and 28 of the amended answer and counterclaim.

AS A SECOND DEFENSE TO DEFENDANT'S COUNTERCLAIM
(Dismissal pursuant to Rule 12(b)(6), SCRCP)

19. To the extent that they are consistent with the pleadings herein, the above paragraphs are incorporated herein as if fully repeated verbatim.

20. Defendant has failed to state facts sufficient to constitute a cause of action, therefore, any counterclaim asserted by defendant should be dismissed pursuant to Rule 12(b)(6), SCRCP.

21. By pleading this 12(b)(6) dismissal defense in its reply, plaintiff does not intend to waive any right to have the court hear a motion for dismissal. This dismissal defense is included for notice purposes and to preserve plaintiff's right to move for a dismissal at any time before trial.

AS A THIRD DEFENSE TO DEFENDANT'S COUNTERCLAIM
(Failure to Mitigate Damages)

22. To the extent that they are consistent with the pleadings herein, the above paragraphs are incorporated herein as if fully repeated verbatim.

23. Defendant has failed to mitigate his alleged damages, therefore, his claims against plaintiff should be reduced accordingly.

AS A FOURTH DEFENSE TO DEFENDANT'S COUNTERCLAIM
(Statute of Limitations)

24. To the extent that they are consistent with the pleadings herein, the above paragraphs are incorporated herein as if fully repeated verbatim.

25. Defendant's claims are barred by the statute of limitations.

AS A FIFTH DEFENSE TO DEFENDANT'S COUNTERCLAIM
(Estoppel)

26. To the extent that they are consistent with the pleadings herein, the above paragraphs are incorporated herein as if fully repeated verbatim.

27. Defendant's claims are barred in whole or part by the doctrine of estoppel based on his failure to comply with the agreement, including his failure to make timely mortgage payments.

AS A SIXTH DEFENSE TO DEFENDANT'S COUNTERCLAIM
(Set-Off / Offset / Recoupment)

28. To the extent that they are consistent with the pleadings herein, the above paragraphs are incorporated herein as if fully repeated verbatim.

29. If Plaintiff is found liable to Defendant, then any damages should be reduced by the doctrines of set-off, offset, or recoupment.

AS AN SEVENTH DEFENSE TO DEFENDANT'S COUNTERCLAIM
(Laches)

30. To the extent that they are consistent with the pleadings herein, the above paragraphs are incorporated herein as if fully repeated verbatim.

31. Defendant's claims are barred in whole or part by the doctrine of laches.

AS A EIGHTH DEFENSE TO DEFENDANT'S COUNTERCLAIM
(Unclean Hands)

32. To the extent that they are consistent with the pleadings herein, the above paragraphs are incorporated herein as if fully repeated verbatim.

33. Defendant's claims are barred in whole or part by the doctrine of unclean hands.

AS A NINTH DEFENSE TO DEFENDANT'S COUNTERCLAIM
(Lack of Standing)

34. To the extent that they are consistent with the pleadings herein, the above paragraphs are incorporated herein as if fully repeated verbatim.

35. In Defendant's bankruptcy schedules, he failed to list any counterclaims against

Plaintiff as assets in Schedule B. Therefore, he lacks standing to assert these counterclaims against Plaintiff at this time.

WHEREFORE, having fully responded to the allegations contained in the answer and cross-claim of the defendant, plaintiff prays for the following:

(a) That the defendant's counterclaim be dismissed with costs;

(b) That plaintiff be granted the relief requested in the complaint; and

(c) For such other and further relief as the court may determine to be just and proper.

Dean A. Hayes, SC Bar No: 66066
Korn Law Firm, P.A.
Post Office Box 12369
Columbia, South Carolina 29211-2369
Telephone: (803) 252-5817
Facsimile: (803) 231-2060
ATTORNEYS FOR PLAINTIFF

April 21, 2011
Columbia, South Carolina
File #: F10-04188

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing LP

PLAINTIFF,

vs.

Johnson D. Koola,

DEFENDANT.

NINTH JUDICIAL CIRCUIT
IN THE COURT OF COMMON PLEAS

C/A NO: 2010-CP-10-6060

CERTIFICATE OF SERVICE

FILED
2011 APR 22 PM 1:20
JULIE J. ARMSTRONG
CLERK OF COURT

I, Elizabeth P. Dolinger, an employee of the Korn Law Firm, P.A., attorneys for Plaintiff in the above-captioned action, certify that **PLAINTIFF'S REPLY TO DEFENDANT'S AMENDED ANSWER AND COUNTERCLAIM** was served on Defendant by causing a copy of the same to be deposited into the United States Mail, addressed as follows:

Johnson D. Koola
1587 Cambridge Lakes Dr.
Mt. Pleasant, SC 29464
PRO SE DEFENDANT

this 21st day of April, 2011.

KORN LAW FIRM, P.A.

Elizabeth A. Perkins
Paralegal to Dean A. Hayes

Columbia, South Carolina
File #: F10-06269

KORN LAW FIRM, P.A.
ATTORNEYS AND COUNSELORS AT LAW
1300 PICKENS STREET
COLUMBIA, SOUTH CAROLINA 29201

MAILING ADDRESS
POST OFFICE BOX 12369
COLUMBIA, SOUTH CAROLINA 29211-2369
(803) 252-5817
FACSIMILE (803) 231-2060

April 21, 2011

Charleston County Clerk of Court
100 Broad St., #106
Charleston, SC 29401

RE: **BAC Home Loans Servicing, LP v. Johnson D. Koola**
C/A No.: 2010-CP-10-6060
Our File No.: F10-04188

Dear Clerk:

Enclosed please find the original and one copy of the Plaintiff's Reply to Defendant's Amended Answer and Counterclaim in the above-referenced matter. I would appreciate your filing the original and returning a clocked-in copy to us in the envelope provided.

By copy of this letter, I am hereby serving the pro se Defendant with a copy of the above documents. Thank you.

Sincerely,

Elizabeth A. Perkins
Paralegal to Dean A. Hayes

Enc. (as stated)
cc/enc: Johnson D. Koola, Pro Se Defendant

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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

BAC Home Loans Servicing LP f/k/a Countrywide Home Loans Servicing, LP,

PLAINTIFF,

VS.

Johnson D. Koola, First Citizens Bank and Trust Company, Inc. f/k/a First-Citizens Bank and Trust Company of South Carolina, and Cambridge Lakes Condominium Homeowners Association, Inc. f/k/a Cambridge Lakes Horizontal Property Regime,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

CASE NO. 2010-CP-10-06060

MOTION AND ORDER INFORMATION FORM
AND COVER SHEET

SUBMITTING PARTY: PLAINITIFF

Name, SC Bar No. and Address of Plaintiff's Attorney

Ronald C. Scott, SC Bar #4996
Reginald P. Corley, SC Bar #69453
Angelia J. Grant, SC Bar #78334
Allison E. Heffernan, SC Bar #68530
Matthew E. Rupert, SC Bar #100740

ATTORNEYS FOR PLAINTIFF
2712 Middleburg Drive, Suite 200
(P.O. Box 2065)
Columbia, SC 29204 (29202)
Telephone: (803) 252-3340
Fax: (855) 601-4921

Email: rons@scottandcorley.com reggiec@scottandcorley.com angig@scottandcorley.com allisonh@scottandcorley.com
matthewr@scottandcorley.com ceasiej@scottandcorley.com tashat@scottandcorley.com guytonm@scottandcorley.com
craigs@scottandcorley.com

Name, SC Bar No. and Address of Defendant's Attorney

Louise M. Johnson, SC Bar #16586
Tasha B. Thompson, SC Bar #76415
H. Guyton Murrell, SC Bar #64134
Craig T. Smith, SC Bar #102831

_____ **MOTION HEARING REQUESTED (attach written motion and complete Sections I and III)**
_____ **FORM MOTION, NO HEARING REQUESTED (Complete Sections II and III)**
__✓__ **PROPOSED ORDER/CONSENT ORDER (Complete Sections II and III)**

SECTION I: HEARING INFORMATION

Nature of Motion: _____
Estimated Time Needed: _____ Court Reporter Needed: Yes/No

SECTION II: MOTION TYPE

__✓__ Written Motion attached
__✓__ Form Motion –
I hereby move for relief of action by the court as set forth in the attached proposed order.

_____ _____, 2019
Signature of Attorney for Plaintiff/Defendant Date Submitted

SECTION III: MOTION FEE

__✓__ PAID – AMOUNT: $25.00
_____ EXEMPT: _____ Rule to Show Cause in Child or Spousal Support
_____ Domestic Abuse or Abuse and Neglect
_____ Indigent Status
_____ Sexually Violent Predator Act
_____ Motion for Stay in Bankruptcy
_____ Motion for Publication
_____ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
_____ Other
_____ Stage Agency v. Indigent Party
_____ Post-Conviction Relief
_____ Motion for Execution (Rule 69, SCRCP)

JUDGE'S SECTION

_____ Motion Fee to be paid upon filing of the attached order. JUDGE CODE:_____ DATE:_____
_____ Other

_____
Judge Signature

CLERK'S VERIFICATION

Collected by: _____ DATE FILED: _____

_____ MOTION FEE COLLECTED: $_____
_____ CONTESTED – AMOUNT DUE: $_____

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

BAC Home Loans Servicing LP f/k/a Countrywide Home Loans Servicing, LP,

PLAINTIFF,

VS.

Johnson D. Koola, First Citizens Bank and Trust Company, Inc. f/k/a First-Citizens Bank and Trust Company of South Carolina, and Cambridge Lakes Condominium Homeowners Association, Inc. f/k/a Cambridge Lakes Horizontal Property Regime,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

CASE NO. 2010-CP-10-06060

ORDER SUBSTITUTING PLAINTIFF

FILED
2019 OCT 25 AM 11:19
JULIE J. ARMSTRONG
CLERK OF COURT

(191121.00117CVK)

Upon motion of the Plaintiff, by and through its attorney, and it appearing that the Note and Mortgage, which are the subject of this action, is held by U.S. Bank Trust, N.A., as Trustee for LSF10 Master Participation Trust, and that pursuant to Rule 17(a) of the South Carolina Rules of Civil Procedure, U.S. Bank Trust, N.A., as Trustee for LSF10 Master Participation Trust is the real party in interest in whose name this suit should be prosecuted. A copy of the recorded Assignments of Mortgage are attached hereto collectively as Exhibit "A". Now, therefore, it is

ORDERED that U.S. Bank Trust, N.A., as Trustee for LSF10 Master Participation Trust be and is hereby substituted as Plaintiff in place of BAC Home Loans Servicing LP f/k/a Countrywide Home Loans Servicing, LP.

IT IS FURTHER ORDERED that the substitution of U.S. Bank Trust, N.A., as Trustee for LSF10 Master Participation Trust as Plaintiff shall have the same effect as if this action had been commenced in its name, that hereafter, the caption of the case shall reflect U.S. Bank Trust, N.A., as Trustee for LSF10 Master Participation Trust as Plaintiff and that it shall be unnecessary to amend the pleadings and orders previously issued and filed in this action to reflect such substitution.

AND IT IS SO ORDERED.

Mikell R Scarborough
Master in Equity for Charleston County

Charleston, South Carolina
10/10, 2019

I SO MOVE:

SCOTT AND CORLEY, P.A.

By: _____

Ronald C. Scott (rons@scottandcorley.com), SC Bar #4996
Reginald P. Corley (reggiec@scottandcorley.com), SC Bar #69453
Angelia J. Grant (angig@scottandcorley.com), SC Bar #78334
Allison E. Heffernan (allisonh@scottandcorley.com), SC Bar #68530
Matthew E. Rupert (matthewr@scottandcorley.com), SC Bar #100740
Louise M. Johnson (ceasiej@scottandcorley.com), SC Bar #16586
Tasha B. Thompson (tashat@scottandcorley.com), SC Bar #76415
H. Guyton Murrell (guytonm@scottandcorley.com), SC Bar #64134
Craig T. Smith (craigs@scottandcorley.com), SC Bar #102831
ATTORNEYS FOR THE PLAINTIFF
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
803-252-3340

RMC Bk 0333 Pg 773 : pg 1 *

BP0333773

Recording Requested By:
Bank of America
When recorded mail to:
CoreLogic
Mail Stop: ASGN
1 CoreLogic Drive
Westlake, TX 76262-9823

[redacted]

Tax ID: **559-14-00-157**
Property Address:
1587 Cambridge Lakes Dr
Mount Pleasant, SC 29464-7300
SC0-AM 24891333 5/14/2013 GT0430E

This space for Recorder's use

ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is **1800 TAPO CANYON ROAD, SIMI VALLEY, CA 93063** does hereby grant, sell, assign, transfer and convey unto **GREEN TREE SERVICING LLC** whose address is **7360 S. KYRENE ROAD, TEMPE, AZ 85283** all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Original Lender:	**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC.**
Original Borrower(s):	**JOHNSON D KOOLA**
Date of Mortgage:	**2/20/2004**
Original Loan Amount:	**$136,192.00**

Recorded in **Charleston County, SC** on: **2/24/2004**, book **B485**, page **011** and instrument number **N/A**

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on
Dated: MAY 16 2013

Bank of America, N.A.

By: _____
Alma Garcia,
Assistant Vice President

_____
Witness: Shannon Mayfield

_____
Witness: Maria Quezada

State of **California**
County of Los Angeles

On MAY 16 2013 before me, M.J. Trujillo, Notary Public, personally appeared Alma Garcia, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

_____
Notary Public: M.J. Trujillo
My Commission Expires: June 28, 2014

(Seal)

M. J. TRUJILLO
COMM. # 1894169
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
My Comm. Expires June 28, 2014

EXHIBIT A

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:

CORELOGIC
1 CORELOGIC DRIVE

WESTLAKE, TX 76262-9823

RECORDED

Date: May 28, 2013
Time: 11:23:48 AM

Book	Page	DocType
0333	773	Asgt

Charlie Lybrand, Register
Charleston County, SC

MAKER:
BANK OF AMERICA

RECIPIENT:
GREEN TREE SERVICING LLC

Original Book: B485

Original Page: 011

# of Pages: 2
# of Sats:
# of References:

Note:

Recording Fee	$ 6.00
Extra Reference Cost	$ -
Extra Pages	$ -
Postage	$ -
Chattel	$ -
TOTAL	$ 6.00

DRAWER: Drawer 5
CLERK: AJA

BC
TLS

0333	773	05/28/2013	2
Book	Page	Recorded Date	# Pgs

B485	011	M	11:23:48
Original Book	Original Page	Doc Type	Recorded Time

RMC Bk 0333 Pg 773 : pg 2 *

Recording Requested By:
MISSION GLOBAL, LLC

When Recorded Return To:

B. FERRITO
MISSION GLOBAL, LLC
5701 E. HILLSBOROUGH AVE
SUITE 2327
TAMPA, FL 33610


BP0779032

PGS:
2

[redacted]

CORPORATE ASSIGNMENT OF MORTGAGE

Charleston, South Carolina
Mission Global LLC - FNMA#: [redacted] "KOOLA" New Servicer's #: [redacted]

MIN #: [redacted] SIS #: 1-888-679-6377

Date of Assignment: December 11th, 2018
Assignor: DITECH FINANCIAL LLC F/K/A GREEN TREE SERVICING LLC BY MISSION GLOBAL, LLC ITS ATTORNEY-IN-FACT, with the lending institution having an address of 345 ST. PETER STREET, SUITE 1100, SAINT PAUL, MN 55102
Assignee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC. "ITS SUCCESSORS AND ASSIGNS" at 1901 E VOORHEES ST, SUITE C, DANVILLE, IL 61834

Executed By: JOHNSON D KOOLA To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC. "ITS SUCCESSORS AND ASSIGNS"
Dated: 02-20-2004 Recorded: 02-24-2004 as Instrument No. N/A, Book/Reel/Liber B485, Page/Folio 011 In the County of Charleston, State of South Carolina.

Legal: *** THIS IS AN INTERVENING ASSIGNMENT OF MORTGAGE BEING FILED TO CORRECT THE CHAIN OF TITLE. THIS ASSIGNMENT FILLS A GAP IN THE CHAIN OF TITLE BETWEEN THE PREVIOUSLY RECORDED ASSIGNMENT RECORDED ON 05/28/2013, IN BK 0333 , PG 773 AND THE PREVIOUSLY RECORDED ASSIGNMENT RECORDED ON 06/17/2013 IN BK 0338, PG 879 ***

Property Address: 1587 CAMBRIDGE LAKES DRIVE, MOUNT PLEASANT, SC 29464

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of $136,192.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Mortgage

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee forever, subject to the terms contained in said Mortgage.

DITECH FINANCIAL LLC F/K/A GREEN TREE SERVICING LLC BY MISSION GLOBAL, LLC ITS ATTORNEY-IN-FACT
On December 11th, 2018

By: _____
Jennifer Grenier, Vice President

WITNESS

_____
Robert Backman, Jr.

WITNESS

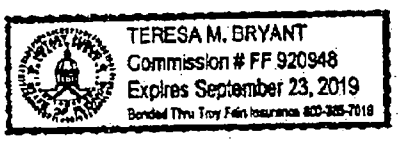
_____
Eric Davis

STATE OF Florida
COUNTY OF Polk

On December 11th, 2018, before me, Teresa M Bryant, a Notary Public in and for Polk in the State of Florida, personally appeared Jennifer Grenier, Vice President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

_____
Teresa M Bryant
Notary Expires: 9/23/2019 #FF 920948



[redacted]

JDA

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:

MISSION GLOBAL LLC
5701 E HILLSBOROUGH AVE STE 2327
ATTN: BUTCH BACKMAN
TAMPA FL 33610

RECORDED

Date:	February 22, 2019
Time:	2:50:08 PM

Book	Page	DocType
0779	032	Asgt

Michael Miller, Register
Charleston County, SC

MAKER:
DITECH FINANCIAL LLC AL

RECIPIENT:
MERS

Original Book: B485

Original Page: 011

# of Pages: 2
# of Sats:
# of References:

Note:

Recording Fee	$	6.00
Extra Reference Cost	$	-
Extra Pages	$	-
Postage	$	-
Chattel	$	-
TOTAL	$	6.00

DRAWER: Drawer 2
CLERK: JBA

0779 — Book
032 — Page
02/22/2019 — Recorded Date
2 — # Pgs

B485 — Original Book
011 — Original Page
M — Doc Type
14:50:08 — Recorded Time

BP0338879

RMC Bk 0338 Pg 879 : pg 1 *

When Recorded Return To:
Green Tree Servicing LLC
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

Loan #: [redacted]

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC., ITS SUCCESSORS AND ASSIGNS, WHOSE ADDRESS IS PO BOX 2026, FLINT, MI, 48501, (ASSIGNOR),** by these presents does convey, grant, assign, transfer and set over the described Mortgage with all interest secured thereby, all liens, and any rights due or to become due thereon to **GREEN TREE SERVICING LLC, WHOSE ADDRESS IS 7360 SOUTH KYRENE ROAD, T314, TEMPE, AZ 85283 (800)643-0202, A DELAWARE CORPORATION, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE)**

Said Mortgage dated 02/20/2004, made by **JOHNSON D. KOOLA** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC.** and recorded in the Recorder or Registrar of Deeds of CHARLESTON County, South Carolina in Book B485, Page 011, and/or as Document # .

Dated on 06/4/2013 (MM/DD/YYYY)
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC., ITS SUCCESSORS AND ASSIGNS

By: _____
Heather Navarro
ASST. SECRETARY
All Authorized Signatories whose signatures appear above are employed by NTC and have reviewed this document and supporting documentation prior to signing.

Signed and Acknowledged
in the Presence of:

_____
France Moss
Witness 1

_____
Wilma Saunders
Witness 2

STATE OF FLORIDA COUNTY OF PINELLAS
The foregoing instrument was acknowledged before me on 06/4/2013 (MM/DD/YYYY), by Heather Navarro as ASST. SECRETARY for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC., ITS SUCCESSORS AND ASSIGNS, who, as such ASST. SECRETARY being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

_____
Wendy Ramirez
Notary Public - State of FLORIDA
Commission expires: 08/08/2016

Wendy Ramirez
Notary Public State of Florida
My Commission # EE 223445
Expires August 8, 2016

Document Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

Reviewed and Approved as meeting the South Carolina Code of Laws and Recording Statutes by Biddle Law Firm, P.A., Myrtle Beach, South Carolina.

[redacted]

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:

NATIONWIDE TITLE CLEARING

2100 ALTERNATE 19 NORTH
PALM HARBOR FL 34683-9820

RECORDED

Date: June 17, 2013
Time: 2:46:45 PM

Book	Page	DocType
0338	879	Asgt

Charlie Lybrand, Register
Charleston County, SC

# of Pages: 2
# of Sats:
# of References:

MAKER:
MERS

Note:

RECIPIENT:
GREEN TREE SERVICING LLC

Recording Fee	$ 6.00
Extra Reference Cost	$ -
Extra Pages	$ -
Postage	$ -
Chattel	$ -
TOTAL	$ 6.00

Original Book: B485

Original Page: 011

DRAWER Drawer 5
CLERK AJA

BCZ
TWS

0338 Book

879 Page

06/17/2013 Recorded Date

2 # Pgs

B485 Original Book

011 Original Page

M Doc Type

14:46:45 Recorded Time

RMC Bk 0338 Pg 879 : pg 2 *

Recording Requested By:
FIRST AMERICAN MORTGAGE SOLUTIONS

And When Recorded Mail To:
FIRST AMERICAN MORTGAGE SOLUTIONS
3 First American Way
Santa Ana, CA 92707

BP0775105

PGS: 2

[redacted]

CORRECTIVE ASSIGNMENT OF MORTGAGE

This document is being recorded to reflect the THE CORRECT ASSIGNOR AND ASSIGNEE and replaces and amends the document: Recorded 06/17/13 in Book No. 0338 at Page No. 879
FOR VALUE RECEIVED, **DITECH FINANCIAL LLC S/B/M TO GREEN TREE SERVICING LLC, 1100 LANDMARK TOWERS,345 ST. P ETER STREET, ST. PAUL, MN 55102-0000**, hereby assign and transfer to **U.S. BANK TRUST, N.A., AS TRUSTEE FOR LSF10 MASTER PARTICIPATION TRUST, 13801 WIRELESS WAY, OKLAHOMA CITY, OK 73134-0000**, all its right, title and interest in and to said Mortgage in the amount of **$136,192.00**, recorded in the State of **SOUTH CAROLINA**, County of **CHARLESTON** Official Records, dated **FEBRUARY 20, 2004** recorded on **FEBRUARY 24, 2004**, as **Instrument No. ---, in Book No. 485, at Page No. 011**.
Executed by: **JOHNSON D. KOOLA** (Original Mortgagor).
Original Mortgagee: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC.**.

Date: **JANUARY 16, 2019**
DITECH FINANCIAL LLC S/B/M TO GREEN TREE SERVICING LLC, BY CALIBER HOME LOANS, INC., AS ATTORNEY IN FACT

By: _____
Kari Waltrip, Authorized Signatory

WITNESS:

_____ **Amber Marcha**

_____ **Hailey Woosley**

State of **OKLAHOMA** }
County of **OKLAHOMA** } ss.

On **JANUARY 16, 2019** , before me, **S. Burdick**, a Notary Public, personally appeared **Kari Waltrip** , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

_____
(Notary Name): **S. Burdick**
My commission expires: 08/24/2020

S. BURDICK NOTARY # 16008182 EXP. 08/24/20 PUBLIC STATE OF OKLAHOMA

Prepared By: **Caliber Home Loans, Inc.**
13801 Wireless Way
Oklahoma City, OK 73134
BRANDY THOMPSON, (405) 608-2535

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:

MCGUIRE WOODS LLP
TANAYA K FRAZIER
201 N TRYON ST STE 3000
CHARLOTTE NC 28202

RECORDED

Date: January 31, 2019
Time: 11:30:46 AM

Book	Page	DocType
0775	105	Corr/Asgt/Mtg

Michael Miller, Register
Charleston County, SC

MAKER:
DITECH FIN ETC

RECIPIENT:
U S BANK ETC

Original Book: B485

Original Page: 011

# of Pages: 2
# of Sats:
# of References:

Note:

Recording Fee	$ 6.00
Extra Reference Cost	$ -
Extra Pages	$ -
Postage	$ -
Chattel	$ -
TOTAL	$ 6.00

DRAWER Drawer 3
CLERK ECP

0775 — Book
105 — Page
01/31/2019 — Recorded Date
2 — # Pgs

B485 — Original Book
011 — Original Page
M — Doc Type
11:30:46 — Recorded Time

SCOTT AND CORLEY, P.A.
Attorneys and Counselors at Law

Street Address:
2712 Middleburg Drive, Suite 200
Columbia, SC 29204

Telephone: (803) 252-3340
Facsimile: (855) 611-8548

Mailing Address:
P.O. Box 2065
Columbia, SC 29202

October 2, 2019

The Honorable Mikell R Scarborough
Charleston Master in Equity
100 Broad Street, Suite 266
Charleston, SC 29401-2243

Re: BAC Home Loans Servicing LP f/k/a Countrywide Home Loans Servicing, LP v. Johnson D. Koola, First Citizens Bank and Trust Company, Inc. f/k/a First-Citizens Bank and Trust Company of South Carolina, and Cambridge Lakes Condominium Homeowners Association, Inc. f/k/a Cambridge Lakes Horizontal Property Regime,
Case No. 2010-CP-10-06060; SLF No. 191121.00117CVK

Dear Judge Scarborough:

Enclosed please find the original and one copy of proposed Order Substituting Plaintiff (with the Certificate of Service by Mail) to be signed and filed in the above-referenced matter. Should the Order meet with your approval, please file the original and return a clocked copy in the envelope provided. Also, enclosed please find our firm's check in the amount of $25.00, representing the motion filing fee.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

SCOTT AND CORLEY, P.A.

Jennifer Whitesel
Foreclosure Paralegal

Enclosures: As stated.

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE, EXCEPT AS STATED BELOW IN THE INSTANCE OF BANKRUPTCY PROTECTION.

IF YOU ARE UNDER THE PROTECTION OF THE BANKRUPTCY COURT OR HAVE BEEN DISCHARGED AS A RESULT OF A BANKRUPTCY PROCEEDING, THIS NOTICE IS GIVEN TO YOU PURSUANT TO STATUTORY REQUIREMENT AND FOR INFORMATIONAL PURPOSES AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.

4

ELECTRONICALLY FILED - 2023 Feb 15 10:02 AM - CHARLESTON - COMMON PLEAS - CASE#2010CP1006060

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON U.S. Bank Trust, N.A., as Trustee for LSF10 Master Participation Trust, PLAINTIFF, VS. Johnson D. Koola, First Citizens Bank and Trust Company, Inc. f/k/a First-Citizens Bank and Trust Company of South Carolina, and Cambridge Lakes Condominium Homeowners Association, Inc. f/k/a Cambridge Lakes Horizontal Property Regime, DEFENDANT(S).	IN THE COURT OF COMMON PLEAS CASE NO. 2010-CP-10-06060 **AFFIDAVIT OF INDEBTEDNESS**

(211106.00031CVK)

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I am employed as a Litigation Representative of Fay Servicing, LLC, and am authorized to make this affidavit on behalf of U.S. Bank Trust, N.A., as Trustee for LSF10 Master Participation Trust. I make this affidavit based on personal knowledge of the facts contained herein. My personal knowledge is based on my review of the Servicing Records described below. Fay Servicing, LLC is responsible for servicing this delinquent mortgage account and is authorized to make this affidavit as servicer of this loan.

2. In the regular performance of my job functions, I am familiar with the business records maintained by Fay Servicing, LLC. for the purpose of servicing mortgage loans, collecting payments and pursuing any delinquencies (the 'Servicing Records'). Fay Servicing, LLC's Servicing Records typically include electronic data compilations and imaged documents pertaining to the loans it services.

3. Based on my training and my general knowledge of the process by which they are created and maintained, Fay Servicing, LLC's Servicing Records were made at or near the time by, or from, information provided by, persons with knowledge of the activity and transactions reflected in such records, and are kept in the ordinary course of the business activity regularly conducted by Fay Servicing, LLC. It is the regular practice of Fay Servicing, LLC's mortgage servicing business to make and update its Servicing Records.

ELECTRONICALLY FILED - 2023 Feb 15 10:02 AM - CHARLESTON - COMMON PLEAS - CASE#2010CP1006060

4. My review of the Servicing Records reveals that on February 20, 2004, Johnson D. Koola (the 'Borrower') obtained a mortgage loan from Countrywide Home Loans, Inc. and signed a promissory note (the 'Note') in the amount of One Hundred Thirty-Six Thousand One Hundred Ninety-Two and 00/100 ($136,192.00) dollars, with interest accruing at 5.75% per annum, payable to Countrywide Home Loans, Inc., its successors and assigns. A true and accurate copy of the Note is attached and incorporated herein as **Exhibit A.**

5. In order to secure payment of the Note, the Borrower signed and delivered a Mortgage (the 'Mortgage') to Mortgage Electronic Registration Systems, Inc. acting solely as a nominee for Countrywide Home Loans, Inc. dated February 20, 2004, encumbering the real property which is subject of this action and is commonly known as 1587 Cambridge Lakes Drive, Mount Pleasant, SC 29464. The Mortgage was recorded with the Charleston County Register of Deeds on February 24, 2004 in Book B485 at Page 011. A true and accurate copy of the Mortgage is attached and incorporated herein as **Exhibit B**.

6. The subject Mortgage was assigned to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing LP by assignment instrument dated August 17, 2010 and recorded September 9, 2010 in Book 0143 at Page 770; thereafter, assigned to Green Tree Servicing LLC by assignment instrument dated May 16, 2013 and recorded May 28, 2013 in Book 0333 at Page 773; thereafter, Mortgage Electronic Registration Systems, Inc. as a nominee for Countrywide Home Loans, Inc. assigned the mortgage to Green Tree Servicing LLC by assignment instrument dated June 4, 2013 and recorded June 17, 2013 in Book 0338 at Page 879; thereafter, assigned to Mortgage Electronic Registration Systems, Inc. as a nominee for Countrywide Home Loans, Inc. by gap assignment instrument dated December 11, 2018 and recorded February 22, 2019 in Book 0779 at Page 032; thereafter, assigned to U.S. Bank Trust, N.A., as trustee for LSF10 Master Participation Trust by assignment instrument dated December 11, 2018 and recorded February 22, 2019 in Book 0779 at Page 035; thereafter, assigned to U.S. Bank Trust, N.A., as trustee for LSF10 Master Participation Trust by corrective assignment instrument dated January 16, 2019 and recorded January 31, 2019 in Book 0775 at Page 105;. A true and accurate copy of the Assignment is attached and incorporated herein as **Exhibit C**.

7. I have reviewed the business records of the Borrowers' Loan account and determined that there has been a default in payments required under the Note and Mortgage. I have attached and incorporated hereto a trued and accurate transaction history from the inception of the loan to present (the 'Payment History') that shows how payments were made and applied under the Note and Mortgage as **Exhibit D**. This transaction history shows that the subject Loan is in default since November 1, 2009.

8. On or about June 6, 2013, Green Tree Servicing LLC mailed to the Borrower a demand for payment (the 'Breach Letter') containing notice of the default and right to cure. The Breach Letter was addressed to the Borrower at the subject property address and deposited with the United States

ELECTRONICALLY FILED - 2023 Feb 15 10:02 AM - CHARLESTON - COMMON PLEAS - CASE#2010CP1006060

Postal Service with proper postage attached. A true and accurate copy of the Breach Letter is attached and incorporated herein as **Exhibit E**.

9. My review of the Servicing Records reveals that, despite demand by Fay Servicing, LLC, the subject loan remains delinquent and the loan balance has been accelerated and the entire amount of the loan is due and payable.

10. My review of the Servicing Records reveals that, as of January 31, 2023, the amount of indebtedness is as follows, exclusive of attorney's fees and costs:

(1)	Principal Balance	$112,390.48
(2)	Interest Due from 10/01/2009 to 01/31/2023 at 5.75% per annum	$86,224.92
(3)	Escrow	$6,703.50
(4)	Previous Bankruptcy Fees/Costs	$12,355.75
(5)	Property Inspections	$340.00
TOTAL		$218,014.65

The amount of damages is further evidenced by the previously referenced Payment History attached and incorporated as **Exhibit D**.

11. The Servicing Records further reveal that there has not been any extensions, modifications, or agreements between the parties to delay this foreclosure action.

12. As a result of the default on the loan, Plaintiff was forced to retain legal counsel to enforce the terms of the Note and Mortgage and has incurred attorneys' fees and costs.

This document further authorizes the Scott and Corley, P.A., or its associated counsel, to present loan documents into evidence in this proceeding and to also testify on behalf of the Plaintiff in the above foreclosure action as to matters related to their role as attorneys for the Plaintiff.

Fay Servicing, LLC as attorney in fact for U.S. Bank Trust, N.A., as Trustee for LSF10 Master Participation Trust

By: Janet Gioello

Janet Gioello

Subscribed and sworn to before me
this 14th day of February, 2023.

Notary Public for Florida
My commission expires: 05/13/2023

BONNIE PFUNTNER
MY COMMISSION # GG 333551
EXPIRES: May 13, 2023

EXHIBIT A

ELECTRONICALLY FILED - 2023 Feb 15 10:02 AM - CHARLESTON - COMMON PLEAS - CASE#2010CP1006060

ELECTRONICALLY FILED - 2023 Feb 15 10:02 AM - CHARLESTON - COMMON PLEAS - CASE#2010CP1006060

Prepared by: PHYLLIS E. RAWLINS

LOAN #: [redacted]

NOTE

FEBRUARY 20, 2004 [Date] | MT PLEASANT [City] | SOUTH CAROLINA [State]

1587 CAMBRIDGE LAKES DRIVE, MOUNT PLEASANT, SC 29464
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 136,192.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is COUNTRYWIDE HOME LOANS, INC.
I will make all payments under this Note in the form of cash, check or money order.

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.750 %.

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

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the FIRST day of each month beginning on APRIL 01, 2004 . I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on MARCH 01, 2034 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at
P.O. Box 660694, Dallas, TX 75266-0694
or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. $ 794.78

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

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

(B) Default

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

[redacted]

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(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

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

> If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.
>
> If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

J. D. Koola (Seal)
JOHNSON D. KOOLA -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

[Sign Original Only]

EXHIBIT B

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After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

BK B 4852G011

Prepared By
PHYLLIS F. RAWLINS

[Space Above This Line For Recording Data]

[redacted]
[Doc ID #]

MORTGAGE

MIN [redacted]

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) **"Security Instrument"** means this document, which is dated FEBRUARY 20, 2004 , together with all Riders to this document.
(B) **"Borrower"** is
JOHNSON D KOOLA

Borrower is the mortgagor under this Security Instrument.
(C) **"MERS"** is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(D) **"Lender"** is
COUNTRYWIDE HOME LOANS, INC.
Lender is a CORPORATION
organized and existing under the laws of NEW YORK
Lender's address is
4500 Park Granada, Calabasas, CA 91302-1613
(E) **"Note"** means the promissory note signed by Borrower and dated FEBRUARY 20, 2004 . The Note states that Borrower owes Lender
ONE HUNDRED THIRTY SIX THOUSAND ONE HUNDRED NINETY TWO and 00/100

Dollars (U.S. $ 136,192.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MARCH 01, 2034 .

[redacted]

DOC ID #: [redacted]

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

___ Adjustable Rate Rider	___ Condominium Rider	☐ Second Home Rider
___ Balloon Rider	___ Planned Unit Development Rider	☐ 1-4 Family Rider
___ VA Rider	___ Biweekly Payment Rider	☒ Other(s) [specify] LEGAL DESCRIPTION

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "**Community Association Dues, Fees, and Assessments**" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "**Electronic Funds Transfer**" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "**Escrow Items**" means those items that are described in Section 3.

(M) "**Miscellaneous Proceeds**" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "**Mortgage Insurance**" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "**Periodic Payment**" means the regularly scheduled amount due for (a) principal and interest under the Note, plus (b) any amounts under Section 3 of this Security Instrument.

(P) "**RESPA**" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "**Successor in Interest of Borrower**" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the

COUNTY of CHARLESTON
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: 5591400157 which currently has the address of
1587 CAMBRIDGE LAKES DRIVE, MOUNT PLEASANT
[Street/City]
South Carolina 29464 ("Property Address"):
[Zip Code]

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TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item.

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Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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[illegible] of the coverages described above, Lender may obtain insurance [illegible] Lender [illegible] and Borrower's expense. Lender is under no obligation to purchase any particular [illegible] Borrower's equity [illegible] such coverage shall cover Borrower, but might or might not protect Borrower's [illegible] the Property, or the contents of the Property, against any risk, hazard or [illegible] or greater or lesser coverage than was previously in effect. Borrower acknowledges [illegible] the insurance coverage so obtained might significantly exceed the cost of insurance that [illegible] Borrower. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

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9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all

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sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the

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notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

23. Release. Upon Payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation [illegible] Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a [illegible] for services rendered and the charging of the fee is permitted under Applicable Law.

24. Homestead Waiver. Borrower waives all rights of homestead exemption in the Property to the [illegible] by Applicable Law.

25. Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as determined by the court would be substituted for the high bid and may decrease the amount of any deficiency judgment in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in Section 12-37-250 of the South Carolina Code of Laws.

26. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to 150% of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Eric D. Davidson

Julie E. Thrush

JOHNSON D. KOOLA (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

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STATE OF SOUTH CAROLINA,
County of Charleston

Personally appeared before me Eric J. Davidson
and made oath that he/she saw the within named Borrower sign, seal, and as his/her/their act and deed, deliver the within written Mortgage and that he/she with Julie E. Thrush
, witnessed the execution thereof.

Eric J. Davidson

Sworn to before me this 20th day of February, 2004

My Commission Expires 8/19/2007

Julie E. Thrush
Notary Public for South Carolina
Julie E. Thrush

JULIE E. THRUSH
Notary Public, State of South Carolina
Commission Expires August 19 2007

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EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

ALL that certain condominium unit known and designated as UNIT 208, BUILDING E, CAMBRIDGE LAKE HORIZONTAL PROPERTY REGIME, a Horizontal property regime established pursuant to the South Carolina Horizontal Property Regime Act, Section 27-31-10, et seq., 1976, South Carolina Code of Laws, as amended, and submitted by Master Deed dated February 24, 2003 and recorded in the Office of the RMC for Charleston County, South Carolina in Book T-437 at Page 047. SAID dwelling unit conveyed hereby being shown on Exhibit "F" attached to the Master Deed.

CONVEYED TOGETHER WITH: (1) An undivided percentage in the common elements restricted common areas, and facilities of the property described in said Master Deed ("Common Elements") attributable to the said Unit; (2) An easement for the continuance of all encroachments by the Dwelling Unit on any adjoining unit or common elements existing as a result of construction of the Condominium Unit(s) or which may come into existence hereafter as a result of settling or shifting of the dwelling unit(s) or of the other condominium unit(s), after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain percentages, or by reason of alteration or repair to the common elements made by or with the consent of the Board of Administration; (3) An easement in common with the owners of other condominium units to use any pipes, wires, ducts, flues, cables, conduits, public utility lines and other common elements located in any other rights and easements in common with the other condominium unit owners, all as described in the Master Deed, Bylaws and any and all Amendments thereto as recorded in the Office of the RMC for Charleston County, South Carolina.

SUBJECT to any and all Restrictions, Covenants, Conditions, Easements, Rights of Way and all other matters affecting subject property of record in the Office of the RMC for Charleston County, South Carolina, including, but not limited to those contained in said Master Deed and/or Bylaws, and any and all Amendments thereto.

BEING a portion of the same property as conveyed to CAMBRIDGE TWO, LLC by Deed of Cambridge Lakes, L.P., A SC Limited Partnership, dated April 2, 2003 and duly recorded in the Office of the RMC for Charleston County, South Carolina in Book Z-442 at Page 141.

THIS being the same property as conveyed to Johnson D. Koola by Deed of Cambridge Two, LLC, A SC Limited Liability Company, dated February 20, 2004 and duly recorded in the Office of the RMC for Charleston County, South Carolina, simultaneously herewith.

TMS No.: 559-14-00-157

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CONDOMINIUM RIDER

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

Prepared By:
PHYLLIS E. RAWLINS

[redacted]
[Doc ID #]

THIS CONDOMINIUM RIDER is made this TWENTIETH day of FEBRUARY, 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
COUNTRYWIDE HOME LOANS, INC.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
1587 CAMBRIDGE LAKES DRIVE
MOUNT PLEASANT, SC 29464
[Property Address]

[redacted]

DOC ID #: [redacted]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as

CAMBRIDGE LAKES

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then:

(i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and

(ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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DOC ID #: [redacted]

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

JOHNSON D. KOOLA (Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower

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[Space Above This Line For Recording Data]

1-4 FAMILY RIDER
(Assignment of Rents)

After Recording Return To
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

Prepared By
PHYLLIS E. RAWLINS

[redacted]
[Doc ID #]

THIS 1-4 FAMILY RIDER is made this TWENTIETH day of FEBRUARY, 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
COUNTRYWIDE HOME LOANS, INC.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
1587 CAMBRIDGE LAKES DRIVE
MOUNT PLEASANT, SC 29464
[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

[redacted]

DOC ID #: [redacted]

A. **ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. **USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. **SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. **RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. **"BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

F. **BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. **ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. **ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver

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DOC ID #: [redacted]

appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

1. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

J. D. Koola
JOHNSON D. KOOLA _____(Seal)
- Borrower

_____(Seal)
- Borrower

_____(Seal)
Borrower

_____(Seal)
- Borrower

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BKB 485PG029

Davidson
Bennett
&Wigger
ATTORNEYS AT LAW

FILED
B485-011
2004 FEB 24 PM 3:29
[illegible] LYBRAND
REGISTER
CHARLESTON COUNTY SC

24.00
C

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RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:

KORN LAW FIRM

PO BOX 12369
COLUMBIA SC 29211-2369

RECORDED

Date: September 9, 2010
Time: 8:43:25 AM

Book	Page	DocType
0142	770	Asgt

Charlie Lybrand, Register
Charleston County, SC

MAKER:
MERS INC

RECIPIENT:
BAC HOME LOANS ETC

Original Book: B485

Original Page: 011

# of Pages: 3
# of Sats:
# of References:

Note:

Recording Fee	$	6.00
Extra Reference Cost	$	-
Extra Pages	$	1.00
Postage	$	-
Chattel	$	-
TOTAL	$	7.00

DRAWER: Drawer 1
CLERK: KLH

LB
M

0142 — Book
770 — Page
09/09/2010 — Recorded Date
3 — # Pgs

B485 — Original Book
011 — Original Page
M — Doc Type
08:43:25 — Recorded Time

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EXHIBIT C

ELECTRONICALLY FILED - 2023 Feb 15 10:02 AM - CHARLESTON - COMMON PLEAS - CASE#2010CP1006060


BP0142770

RMC Bk 0142 Pg 770 to Pg 1*
ELECTRONICALLY FILED - 2023 Feb 15 10:02 AM - CHARLESTON - COMMON PLEAS - CASE#2010CP1006060

[WHEN RECORDED RETURN TO:]
KORN LAW FIRM
1300 PICKENS STREET
P.O. BOX 11264
[COLUMBIA, SC 29211-1264]

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

ASSIGNMENT OF MORTGAGE
BOOK B485 PAGE 011

F10-04188

FOR VALUE RECEIVED, the undersigned, Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for Countrywide Home Loans, Inc., does hereby transfer, assign, set over and convey to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP 7105 Corporate Drive, PTX-C2-35, Plano, TX 75024, their successors and assigns, all beneficial interest under that certain mortgage executed by Johnson D. Koola, to Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for Countrywide Home Loans, Inc. which mortgage is recorded on February 24, 2004, in the Office of the RMC for Charleston County, South Carolina, in Mortgage Book B485 page 011, together with all the notes and indebtedness secured by said mortgage, the money due and to become due thereon with interest, and all rights accrued or to accrue; and the undersigned does hereby remise, release, quit claim and convey to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP its rights in and to the property described in and conveyed by said mortgage.

PROPERTY ADDRESS: 1587 Cambridge Lakes Drive, Mount Pleasant, SC 29464

IN WITNESS WHEREOF, the undersigned, Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for Countrywide Home Loans, Inc., on August 17, 2010 has hereunto set its hand and seal.

Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for Countrywide Home Loans, Inc.

Witness #1

BY: _____
JOHN S. KAY, JOHN B. KELCHNER, ALAN M. STEWART
Its Assistant Secretary

Witness #2

ELECTRONICALLY FILED - 2023 Feb 15 10:02 AM - CHARLESTON - COMMON PLEAS - CASE#2010CP1006060

RMG Bk 0142 Pg 770 Eff 2

CORPORATE ACKNOWLEDGEMENT

State of South Carolina
County of Richland

On August 17, 2010, John Kay personally came before me and, being duly sworn, did state that he/she is the Assistant Secretary of the corporation described in the above document; that he/she acknowledged the execution of the above document in my presence on behalf of this corporation; and that he/she had full authority to do so.

Notary Public for the County of Richland
State of South Carolina
My Commission expires: July 14, 2019

RECORDER'S PAGE

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KORN LAW FIRM

PO BOX 12369
COLUMBIA SC 29211-2369

RECORDED

Date: September 9, 2010
Time: 8:43:25 AM

Book	Page	DocType
0142	770	Asgt

Charlie Lybrand, Register
Charleston County, SC

# of Pages: 3
# of Sats:
# of References:

MAKER:
MERS INC

Note:

RECIPIENT:
BAC HOME LOANS ETC

Recording Fee	$ 6.00
Extra Reference Cost	$ -
Extra Pages	$ 1.00
Postage	$ -
Chattel	$ -
TOTAL	$ 7.00

Original Book: B485

Original Page: 011

DRAWER: Drawer 1
CLERK: KLH

0142 Book

770 Page

09/09/2010 Recorded Date

3 # Pgs

B485 Original Book

011 Original Page

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ELECTRONICALLY FILED - 2023 Feb 15 10:02 AM - CHARLESTON - COMMON PLEAS - CASE#2010CP1006060

RMC Bk 0333 Pg 773 : pg 1 *

ELECTRONICALLY FILED - 2023 Feb 15 10:02 AM - CHARLESTON - COMMON PLEAS - CASE#2010CP1006060

BP0333773

Recording Requested By:
Bank of America
When recorded mail to:
CoreLogic
Mail Stop: ASGN
1 CoreLogic Drive
Westlake, TX 76262-9823

DocID# **2015253274066917**
Tax ID: **559-14-00-157**
Property Address:
1587 Cambridge Lakes Dr
Mount Pleasant, SC 29464-7300
SC0-AM 24891333 5/14/2013 GT0430E

This space for Recorder's use

ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is **1800 TAPO CANYON ROAD, SIMI VALLEY, CA 93063** does hereby grant, sell, assign, transfer and convey unto **GREEN TREE SERVICING LLC** whose address is **7360 S. KYRENE ROAD, TEMPE, AZ 85283** all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Original Lender:	**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC.**
Original Borrower(s):	**JOHNSON D KOOLA**
Date of Mortgage:	**2/20/2004**
Original Loan Amount:	**$136,192.00**

Recorded in **Charleston County, SC** on: **2/24/2004**, book **B485**, page **011** and instrument number **N/A**

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on
Dated: MAY 16 2013

Bank of America, N.A.

By: _____
Alma Garcia,
Assistant Vice President

Witness: Shannon Mayfield

Witness: Maria Quezada

State of **California**
County of Los Angeles

On MAY 16 2013 before me, M.J. Trujillo, Notary Public, personally appeared Alma Garcia, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

Notary Public: M.J. Trujillo
My Commission Expires: June 28, 2014

(Seal)

M. J. TRUJILLO
COMM. # 1894169
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
My Comm. Expires June 28, 2014

RECORDER'S PAGE

***NOTE*: This page MUST remain with the original document**

Filed By:

CORELOGIC
1 CORELOGIC DRIVE

WESTLAKE, TX 76262-9823

RECORDED

Date:	May 28, 2013
Time:	11:23:48 AM

Book	Page	DocType
0333	773	Asgt

Charlie Lybrand, Register
Charleston County, SC

MAKER:
BANK OF AMERICA

RECIPIENT:
GREEN TREE SERVICING LLC

Original Book: B485

Original Page: 011

# of Sats:

Note:

# of Pages: 2

# of References:

Recording Fee	$	6.00
Extra Reference Cost	$	-
Extra Pages	$	-
Postage	$	-
Chattel	$	-
TOTAL	$	6.00

DRAWER: Drawer 5
CLERK: AJA

0333	773	05/28/2013	2
Book	Page	Recorded Date	# Pgs

B485	011	M	11:23:48
Original Book	Original Page	Doc Type	Recorded Time

RMC Bk 0333 Pg 773 : pg 2 *
ELECTRONICALLY FILED - 2023 Feb 15 10:02 AM - CHARLESTON - COMMON PLEAS - CASE#2010CP1006060

RMC Bk 0338 Pg 879 : pg 1 *

ELECTRONICALLY FILED - 2023 Feb 15 10:02 AM - CHARLESTON - COMMON PLEAS - CASE#2010CP1006060

BP0338879

When Recorded Return To:
Green Tree Servicing LLC
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

Loan # [redacted]

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC., ITS SUCCESSORS AND ASSIGNS, WHOSE ADDRESS IS PO BOX 2026, FLINT, MI, 48501, (ASSIGNOR),** by these presents does convey, grant, assign, transfer and set over the described Mortgage with all interest secured thereby, all liens, and any rights due or to become due thereon to **GREEN TREE SERVICING LLC, WHOSE ADDRESS IS 7360 SOUTH KYRENE ROAD, T314, TEMPE, AZ 85283 (800)643-0202, A DELAWARE CORPORATION, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE)**

Said Mortgage dated 02/20/2004, made by **JOHNSON D. KOOLA** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC.** and recorded in the Recorder or Registrar of Deeds of CHARLESTON County, South Carolina in Book B485, Page 011, and/or as Document # .

Dated on 06/4/2013 (MM/DD/YYYY)
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC., ITS SUCCESSORS AND ASSIGNS

By: _____
Heather Navarro
ASST. SECRETARY
All Authorized Signatories whose signatures appear above are employed by NTC and have reviewed this document and supporting documentation prior to signing.

Signed and Acknowledged
in the Presence of:

_____
France Moss
Witness 1

_____
Wilma Saunders
Witness 2

STATE OF FLORIDA COUNTY OF PINELLAS
The foregoing instrument was acknowledged before me on 06/4/2013 (MM/DD/YYYY), by Heather Navarro as ASST. SECRETARY for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC., ITS SUCCESSORS AND ASSIGNS, who, as such ASST. SECRETARY being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

_____
Wendy Ramirez
Notary Public - State of FLORIDA
Commission expires: 08/08/2016

Wendy Ramirez
Notary Public State of Florida
My Commission # EE 223445
Expires August 8, 2016

Document Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

Reviewed and Approved as meeting the South Carolina Code of Laws and Recording Statutes by Biddle Law Firm, P.A., Myrtle Beach, South Carolina.

[redacted]

RECORDER'S PAGE

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Filed By:

NATIONWIDE TITLE CLEARING

2100 ALTERNATE 19 NORTH
PALM HARBOR FL 34683-9820

RECORDED

Date:	June 17, 2013
Time:	2:46:45 PM

Book	Page	DocType
0338	879	Asgt

Charlie Lybrand, Register
Charleston County, SC

MAKER:
MERS

RECIPIENT:
GREEN TREE SERVICING LLC

Original Book: B485

Original Page: 011

# of Sats:

Note:

# of Pages:	2
# of References:	
Recording Fee	$ 6.00
Extra Reference Cost	$ -
Extra Pages	$ -
Postage	$ -
Chattel	$ -
TOTAL	$ 6.00
DRAWER	Drawer 5
CLERK	AJA

BCZ
TWS

0338 — Book
879 — Page
06/17/2013 — Recorded Date
2 — # Pgs

B485 — Original Book
011 — Original Page
M — Doc Type
14:46:45 — Recorded Time

RMC Bk 0338 Pg 879 - Pg 2 *
ELECTRONICALLY FILED - 2023 Feb 15 10:02 AM - CHARLESTON - COMMON PLEAS - CASE#2010CP1006060

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Recording Requested By:
FIRST AMERICAN MORTGAGE SOLUTIONS

And When Recorded Mail To:
FIRST AMERICAN MORTGAGE SOLUTIONS
3 First American Way
Santa Ana, CA 92707

BP0775105

PGS: 2

[redacted]

CORRECTIVE ASSIGNMENT OF MORTGAGE

This document is being recorded to reflect the THE CORRECT ASSIGNOR AND ASSIGNEE and replaces and amends the document: Recorded 06/17/13 in Book No. 0338 at Page No. 879
FOR VALUE RECEIVED, **DITECH FINANCIAL LLC S/B/M TO GREEN TREE SERVICING LLC, 1100 LANDMARK TOWERS,345 ST. P ETER STREET, ST. PAUL, MN 55102-0000**, hereby assign and transfer to **U.S. BANK TRUST, N.A., AS TRUSTEE FOR LSF10 MASTER PARTICIPATION TRUST, 13801 WIRELESS WAY, OKLAHOMA CITY, OK 73134-0000**, all its right, title and interest in and to said Mortgage in the amount of **$136,192.00**, recorded in the State of **SOUTH CAROLINA**, County of **CHARLESTON** Official Records, dated **FEBRUARY 20, 2004** recorded on **FEBRUARY 24, 2004, as Instrument No. ---, in Book No. 485, at Page No. 011**.
Executed by: **JOHNSON D. KOOLA** (Original Mortgagor).
Original Mortgagee: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC.**.

Date: **JANUARY 16, 2019**
DITECH FINANCIAL LLC S/B/M TO GREEN TREE SERVICING LLC, BY CALIBER HOME LOANS, INC., AS ATTORNEY IN FACT

By: _____
Kari Waltrip, Authorized Signatory

WITNESS:

_____ _____
Amber Marcha **Hailey Woosley**

State of **OKLAHOMA** }
County of **OKLAHOMA** } ss.

On **JANUARY 16, 2019** , before me, **S. Burdick**, a Notary Public, personally appeared **Kari Waltrip** , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

_____
(Notary Name): **S. Burdick**
My commission expires: 08/24/2020

S. BURDICK NOTARY # 16008182 EXP. 08/24/20 PUBLIC STATE OF OKLAHOMA

Prepared By: **Caliber Home Loans, Inc.**
13801 Wireless Way
Oklahoma City, OK 73134
BRANDY THOMPSON, (405) 608-2535

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:

MCGUIRE WOODS LLP
TANAYA K FRAZIER
201 N TRYON ST STE 3000
CHARLOTTE NC 28202

RECORDED

Date:	January 31, 2019
Time:	11:30:46 AM

Book	Page	DocType
0775	105	Corr/Asgt/Mtg

Michael Miller, Register
Charleston County, SC

MAKER:
DITECH FIN ETC

RECIPIENT:
U S BANK ETC

Original Book: B485

Original Page: 011

# of Sats:

Note:

# of Pages:	2
# of References:	
Recording Fee	$ 6.00
Extra Reference Cost	$ -
Extra Pages	$ -
Postage	$ -
Chattel	$ -
TOTAL	$ 6.00

DRAWER: Drawer 3
CLERK: ECP

0775 — Book
105 — Page
01/31/2019 — Recorded Date
2 — # Pgs
B485 — Original Book
011 — Original Page
M — Doc Type
11:30:46 — Recorded Time

ELECTRONICALLY FILED - 2023 Feb 15 10:02 AM - CHARLESTON - COMMON PLEAS - CASE#2010CP1006060

ELECTRONICALLY FILED - 2023 Feb 15 10:02 AM - CHARLESTON - COMMON PLEAS - CASE#2010CP1006060

Recording Requested By:
MISSION GLOBAL, LLC

When Recorded Return To:

B. FERRITO
MISSION GLOBAL, LLC
5701 E. HILLSBOROUGH AVE
SUITE 2327
TAMPA, FL 33610

BP0779035

PGS: 2

[redacted]

CORPORATE ASSIGNMENT OF MORTGAGE

Charleston, South Carolina
Mission Global LLC - FNMA#: [redacted]

Date of Assignment: December 11th, 2018
Assignor: DITECH FINANCIAL LLC F/K/A GREEN TREE SERVICING LLC BY MISSION GLOBAL, LLC ITS ATTORNEY-IN-FACT, with the lending institution having an address of 345 ST. PETER STREET, SUITE 1100, SAINT PAUL, MN 55102
Assignee: U.S. BANK TRUST, N.A., AS TRUSTEE FOR LSF10 MASTER PARTICIPATION TRUST at C/O CALIBER HOME LOANS - 13801 WIRELESS WAY, OKLAHOMA CITY, OK 73134

Executed By: JOHNSON D KOOLA To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC. "ITS SUCCESSORS AND ASSIGNS"
Dated: 02-20-2004 Recorded: 02-24-2004 as Instrument No. N/A, Book/Reel/Liber B485, Page/Folio 011 In the County of Charleston, State of South Carolina.

Property Address: 1587 CAMBRIDGE LAKES DRIVE, MOUNT PLEASANT, SC 29464

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of $136,192.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Mortgage

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee forever, subject to the terms contained in said Mortgage.

DITECH FINANCIAL LLC F/K/A GREEN TREE SERVICING LLC BY MISSION GLOBAL, LLC ITS ATTORNEY-IN-FACT
On December 11th, 2018

By: _____
Jennifer Grenier, Vice President

WITNESS

_____
Robert Backman, Jr.

WITNESS

_____
Eric Davis

STATE OF Florida
COUNTY OF Polk

On December 11th, 2018, before me, Teresa M Bryant, a Notary Public in and for Polk in the State of Florida, personally appeared Jennifer Grenier, Vice President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

_____
Teresa M Bryant
Notary Expires: 9/23/2019 #FF 920948

TERESA M. BRYANT
Commission # FF 920948
Expires September 23, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

[redacted]

JDA

RECORDER'S PAGE

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Filed By:

MISSION GLOBAL LLC
5701 E HILLSBOROUGH AVE STE 2327
ATTN: BUTCH BACKMAN
TAMPA FL 33610

RECORDED

Date: February 22, 2019
Time: 2:50:42 PM

Book	Page	DocType
0779	035	Asgt

Michael Miller, Register
Charleston County, SC

MAKER:
DITECH FINANCIAL LLC AL

RECIPIENT:
U S BK TR N A TR AL

Original Book: B485

Original Page: 011

# of Pages: 2
# of Sats:
# of References:

Note:

Recording Fee	$	6.00
Extra Reference Cost	$	-
Extra Pages	$	-
Postage	$	-
Chattel	$	-
TOTAL	$	6.00

DRAWER: Drawer 2
CLERK: JBA

0779 Book
035 Page
02/22/2019 Recorded Date
2 # Pgs

B485 Original Book
011 Original Page
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Recording Requested By:
MISSION GLOBAL, LLC

When Recorded Return To:

B. FERRITO
MISSION GLOBAL, LLC
5701 E. HILLSBOROUGH AVE
SUITE 2327
TAMPA, FL 33610

BP0779032

PGS: 2

[redacted]

CORPORATE ASSIGNMENT OF MORTGAGE

Charleston, South Carolina

[redacted]

Date of Assignment: December 11th, 2018
Assignor: DITECH FINANCIAL LLC F/K/A GREEN TREE SERVICING LLC BY MISSION GLOBAL, LLC ITS ATTORNEY-IN-FACT, with the lending institution having an address of 345 ST. PETER STREET, SUITE 1100, SAINT PAUL, MN 55102
Assignee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC. "ITS SUCCESSORS AND ASSIGNS" at 1901 E VOORHEES ST, SUITE C, DANVILLE, IL 61834

Executed By: JOHNSON D KOOLA To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC. "ITS SUCCESSORS AND ASSIGNS"
Dated: 02-20-2004 Recorded: 02-24-2004 as Instrument No. N/A, Book/Reel/Liber B485, Page/Folio 011 In the County of Charleston, State of South Carolina.

Legal: *** THIS IS AN INTERVENING ASSIGNMENT OF MORTGAGE BEING FILED TO CORRECT THE CHAIN OF TITLE. THIS ASSIGNMENT FILLS A GAP IN THE CHAIN OF TITLE BETWEEN THE PREVIOUSLY RECORDED ASSIGNMENT RECORDED ON 05/28/2013, IN BK 0333 , PG 773 AND THE PREVIOUSLY RECORDED ASSIGNMENT RECORDED ON 06/17/2013 IN BK 0338, PG 879 ***

Property Address: 1587 CAMBRIDGE LAKES DRIVE, MOUNT PLEASANT, SC 29464

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of $136,192.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Mortgage

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee forever, subject to the terms contained in said Mortgage.

DITECH FINANCIAL LLC F/K/A GREEN TREE SERVICING LLC BY MISSION GLOBAL, LLC ITS ATTORNEY-IN-FACT
On December 11th, 2018

By: _____
Jennifer Grenier, Vice President

WITNESS

_____
Robert Backman, Jr.

WITNESS

_____
Eric Davis

STATE OF Florida
COUNTY OF Polk

On December 11th, 2018, before me, Teresa M Bryant, a Notary Public in and for Polk in the State of Florida, personally appeared Jennifer Grenier, Vice President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

_____
Teresa M Bryant
Notary Expires: 9/23/2019 #FF 920948

TERESA M. BRYANT
Commission # FF 920948
Expires September 23, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

[redacted]

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TAMPA FL 33610

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Date:	February 22, 2019
Time:	2:50:08 PM

Book	Page	DocType
0779	032	Asgt

Michael Miller, Register
Charleston County, SC

MAKER:
DITECH FINANCIAL LLC AL

RECIPIENT:
MERS

Original Book: B485

Original Page: 011

# of Pages:	2
# of Sats:	
# of References:	
Note:	

Recording Fee	$ 6.00
Extra Reference Cost	$ -
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TOTAL	$ 6.00

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CLERK: JBA

0779	032	02/22/2019	2
Book	Page	Recorded Date	# Pgs

B485	011	M	14:50:08
Original Book	Original Page	Doc Type	Recorded Time

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EXHIBIT D

ELECTRONICALLY FILED - 2023 Feb 15 10:02 AM - CHARLESTON - COMMON PLEAS - CASE#2010CP1006060

Caliber	Paid to date	Date	Name	Description	Amount	Principal	Interest	Escrow	Late Charge	Unapplied Funds	Other Amt Applied	Fee Amt Applied	Fee Code	Fee Description	Fiserv Bill Category	Fiserv Bill Sub Category	Amt To Admin Adjust	Admin Adjust Desc	Amt To Deferred Int	Amt To Deferred Prin	Amt To Deferred Esc	Amt To Deferred Admin Fees	Amt To Deferred DRME xp Paid	Principal	Escrow	Unapplied	Late Charge Other Amount	Fee Balance
	/1/2004	2/23/2004	Single Item Receipt	MISC POSTING	$ 214.50	$ -	$214.50	$ -	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 136,192.00	$ 2,183.00	$ (913.90)	$ -	
	/1/2004	2/23/2004		FHA INS CREDIT	$ 38.59	$ -	$ -	$ 38.59	$ -	$ -	$ -	$ -												$ 136,192.00	$ 2,221.59	$ (913.90)	$ -	
	/1/2004	2/23/2004	Insurance Refund	INITIAL TAX DEP	$ 295.60	$ -	$ -	$ 295.60	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 136,192.00	$ 2,517.19	$ (913.90)	$ -	
	/1/2004	3/29/2004	Regular Payment	REGULAR PAYMENT	$ 892.49	$ 142.19	$652.59	$ 97.71	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 136,049.81	$ 2,614.90	$ (913.90)	$ -	
	/1/2004	3/29/2004		MISC POSTING	$ 5,000.00	$ 5,000.00	$ -	$ -	$ -	$ -	$ -	$ -												$ 131,049.81	$ 2,614.90	$ (913.90)	$ -	
	/1/2004	4/20/2004		PMI PMT MONTHLY	$ (77.18)	$ -	$ -	$ (77.18)	$ -	$ -	$ -	$ -												$ 131,049.81	$ 2,537.72	$ (913.90)	$ -	
	/1/2004	4/26/2004	Regular Payment	REGULAR PAYMENT	$ 895.67	$ 166.83	$627.95	$ 100.89	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 130,882.98	$ 2,638.61	$ (913.90)	$ -	
	/1/2004	5/7/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ -	$ 224.00	$ -												$ 130,882.98	$ 2,638.61	$ (913.90)	$ -	
	/1/2004	5/14/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ -	$ 224.00	$ -												$ 130,882.98	$ 2,638.61	$ (913.90)	$ -	
	/1/2004	5/14/2004		MIP/PMI PAYMENT	$ (38.59)	$ -	$ -	$ (38.59)	$ -	$ -	$ -	$ -												$ 130,882.98	$ 2,600.02	$ (913.90)	$ -	
	/1/2004	5/21/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ -	$ 224.00	$ -												$ 130,882.98	$ 2,600.02	$ (913.90)	$ -	
	/1/2004	5/28/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ -	$ 224.00	$ -												$ 130,882.98	$ 2,600.02	$ (913.90)	$ -	
	/1/2004	6/1/2004	Regular Payment	REGULAR PAYMENT	$ 895.67	$ 167.63	$627.15	$ 100.89	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 130,715.35	$ 2,700.91	$ (913.90)	$ -	
	/1/2004	6/1/2004		MISC POSTING	$ (896.00)	$ -	$ -	$ -	$ -	$ -	$ (896.00)	$ -												$ 130,715.35	$ 2,700.91	$ (913.90)	$ -	
	/1/2004	6/1/2004		MISC POSTING	$ 0.33	$ 0.33	$ -	$ -	$ -	$ -	$ -	$ -												$ 130,715.02	$ 2,700.91	$ (913.90)	$ -	
	/1/2004	6/4/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ -	$ 224.00	$ -												$ 130,715.02	$ 2,700.91	$ (913.90)	$ -	
	/1/2004	6/11/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ -	$ 224.00	$ -												$ 130,715.02	$ 2,700.91	$ (913.90)	$ -	
	/1/2004	6/15/2004		MIP/PMI PAYMENT	$ (38.59)	$ -	$ -	$ (38.59)	$ -	$ -	$ -	$ -												$ 130,715.02	$ 2,662.32	$ (913.90)	$ -	
	/1/2004	6/18/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ -	$ 224.00	$ -												$ 130,715.02	$ 2,662.32	$ (913.90)	$ -	
	/1/2004	6/25/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ -	$ 224.00	$ -												$ 130,715.02	$ 2,662.32	$ (913.90)	$ -	
	7/1/2004	7/1/2004	Regular Payment	REGULAR PAYMENT	$ 895.67	$ 168.44	$626.34	$ 100.89	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 130,546.58	$ 2,763.21	$ (913.90)	$ -	
	7/1/2004	7/1/2004		MISC POSTING	$ (896.00)	$ -	$ -	$ -	$ -	$ -	$ (896.00)	$ -												$ 130,546.58	$ 2,763.21	$ (913.90)	$ -	
	7/1/2004	7/1/2004		MISC POSTING	$ 0.33	$ 0.33	$ -	$ -	$ -	$ -	$ -	$ -												$ 130,546.25	$ 2,763.21	$ (913.90)	$ -	
	7/1/2004	7/2/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ -	$ 224.00	$ -												$ 130,546.25	$ 2,763.21	$ (913.90)	$ -	
	7/1/2004	7/9/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ -	$ 224.00	$ -												$ 130,546.25	$ 2,724.62	$ (913.90)	$ -	
	7/1/2004	7/14/2004		MIP/PMI PAYMENT	$ (38.59)	$ -	$ -	$ (38.59)	$ -	$ -	$ -	$ -												$ 130,546.25	$ 2,724.62	$ (913.90)	$ -	
	7/1/2004	7/16/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ -	$ 224.00	$ -												$ 130,546.25	$ 2,724.62	$ (913.90)	$ -	
	7/1/2004	7/23/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ -	$ 224.00	$ -												$ 130,546.25	$ 2,724.62	$ (913.90)	$ -	
	7/1/2004	7/30/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ -	$ 224.00	$ -												$ 130,546.25	$ 2,724.62	$ (913.90)	$ -	
	8/1/2004	8/2/2004	Regular Payment	REGULAR PAYMENT	$ 895.67	$ 169.25	$625.53	$ 100.89	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 130,377.00	$ 2,825.51	$ (913.90)	$ -	
	8/1/2004	8/2/2004		MISC POSTING	$(1,120.00)	$ -	$ -	$ -	$ -	$ -	$(1,120.00)	$ -												$ 130,377.00	$ 2,825.51	$ (913.90)	$ -	
	8/1/2004	8/2/2004		MISC POSTING	$ 224.33	$ 224.33	$ -	$ -	$ -	$ -	$ -	$ -												$ 130,152.67	$ 2,825.51	$ (913.90)	$ -	
	8/1/2004	8/6/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ -	$ 224.00	$ -												$ 130,152.67	$ 2,825.51	$ (913.90)	$ -	
	8/1/2004	8/13/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ -	$ 224.00	$ -												$ 130,152.67	$ 2,825.51	$ (913.90)	$ -	
	8/1/2004	8/16/2004		MIP/PMI PAYMENT	$ (38.59)	$ -	$ -	$ (38.59)	$ -	$ -	$ -	$ -												$ 130,152.67	$ 2,786.92	$ (913.90)	$ -	

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Caliber	Paid to date	Date	Name	Description	Amount	Principal	Interest	Escrow	Late Charge	Unapplied Funds	Other Amt Applied	Fee Amt Applied	Fee Code	Fee Description	Fiserv Bill Category	Fiserv Bill Sub Category	Amt To Admin Adjust	Admin Adjust Desc	Amt To Deferred Int	Amt To Deferred Prin	Amt To Deferred Esc	Amt To Deferred Admin Fees	Amt To Deferred DRMExp Paid	Principal	Escrow	Unapplied	Late Charge	Other Amount	Fee Balance
																								$ 130,152.67	$ 2,786.92	$ (913.90)	$ -		
	8/1/2004	8/20/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 130,152.67	$ 2,786.92	$ (913.90)	$ -		
	8/1/2004	8/27/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 129,981.57	$ 2,887.81	$ (913.90)	$ -		
	9/1/2004	9/1/2004	Regular Payment	REGULAR PAYMENT	$ 895.67	$ 171.10	$623.68	$ 100.89	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 129,981.57	$ 2,887.81	$ (913.90)	$ -		
	9/1/2004	9/1/2004		MISC POSTING	$ (896.00)	$ -	$ -	$ -	$ -	$ (896.00)	$ -	$ -												$ 129,981.24	$ 2,887.81	$ (913.90)	$ -		
	9/1/2004	9/1/2004		MISC POSTING	$ 0.33	$ 0.33	$ -	$ -	$ -	$ -	$ -	$ -												$ 129,981.24	$ 2,887.81	$ (913.90)	$ -		
	9/1/2004	9/3/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 129,981.24	$ 2,887.81	$ (913.90)	$ -		
	9/1/2004	9/10/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 129,981.24	$ 2,849.22	$ (913.90)	$ -		
	9/1/2004	9/15/2004		MIP/PMI PAYMENT	$ (38.59)	$ -	$ -	$ (38.59)	$ -	$ -	$ -	$ -												$ 129,981.24	$ 2,849.22	$ (913.90)	$ -		
	9/1/2004	9/17/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 129,981.24	$ 2,849.22	$ (913.90)	$ -		
	9/1/2004	9/24/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 129,981.24	$ 2,849.22	$ (913.90)	$ -		
	9/1/2004	10/1/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 129,809.29	$ 2,950.11	$ (913.90)	$ -		
	10/1/2004	10/1/2004	Regular Payment	REGULAR PAYMENT	$ 895.67	$ 171.95	$622.83	$ 100.89	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 129,809.29	$ 2,950.11	$ (913.90)	$ -		
	10/1/2004	10/1/2004		MISC POSTING	$ (896.00)	$ -	$ -	$ -	$ -	$ (896.00)	$ -	$ -												$ 129,808.96	$ 2,950.11	$ (913.90)	$ -		
	10/1/2004	10/1/2004		MISC POSTING	$ 0.33	$ 0.33	$ -	$ -	$ -	$ -	$ -	$ -												$ 129,808.96	$ 2,950.11	$ (913.90)	$ -		
	10/1/2004	10/8/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 129,808.96	$ 2,950.11	$ (913.90)	$ -		
	10/1/2004	10/15/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 129,808.96	$ 2,911.52	$ (913.90)	$ -		
	10/1/2004	10/18/2004		MIP/PMI PAYMENT	$ (38.59)	$ -	$ -	$ (38.59)	$ -	$ -	$ -	$ -												$ 129,808.96	$ 2,911.52	$ (913.90)	$ -		
	10/1/2004	10/22/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 129,808.96	$ 2,911.52	$ (913.90)	$ -		
	10/1/2004	10/29/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 129,636.18	$ 3,012.41	$ (913.90)	$ -		
	11/1/2004	11/1/2004	Regular Payment	REGULAR PAYMENT	$ 895.67	$ 172.78	$622.00	$ 100.89	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 129,636.18	$ 3,012.41	$ (913.90)	$ -		
	11/1/2004	11/1/2004		MISC POSTING	$(1,120.00)	$ -	$ -	$ -	$ -	$(1,120.00)	$ -	$ -												$ 129,411.85	$ 3,012.41	$ (913.90)	$ -		
	11/1/2004	11/1/2004		MISC POSTING	$ 224.33	$ 224.33	$ -	$ -	$ -	$ -	$ -	$ -												$ 129,411.85	$ 3,012.41	$ (913.90)	$ -		
	11/1/2004	11/5/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 129,411.85	$ 3,012.41	$ (913.90)	$ -		
	11/1/2004	11/12/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 129,411.85	$ 2,973.82	$ (913.90)	$ -		
	11/1/2004	11/17/2004		MIP/PMI PAYMENT	$ (38.59)	$ -	$ -	$ (38.59)	$ -	$ -	$ -	$ -												$ 129,411.85	$ 2,973.82	$ (913.90)	$ -		
	11/1/2004	11/19/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 129,411.85	$ 2,973.82	$ (913.90)	$ -		
	11/1/2004	11/26/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 129,237.17	$ 3,074.71	$ (913.90)	$ -		
	12/1/2004	12/1/2004	Regular Payment	REGULAR PAYMENT	$ 895.67	$ 174.68	$620.10	$ 100.89	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 129,237.17	$ 3,074.71	$ (913.90)	$ -		
	12/1/2004	12/1/2004		MISC POSTING	$ (896.00)	$ -	$ -	$ -	$ -	$ (896.00)	$ -	$ -												$ 129,236.84	$ 3,074.71	$ (913.90)	$ -		
	12/1/2004	12/1/2004		MISC POSTING	$ 0.33	$ 0.33	$ -	$ -	$ -	$ -	$ -	$ -												$ 129,236.84	$ 2,358.03	$ (913.90)	$ -		
	12/1/2004	12/2/2004		COUNTY TAX PYMT	$ (716.68)	$ -	$ -	$ (716.68)	$ -	$ -	$ -	$ -												$ 129,236.84	$ 2,358.03	$ (913.90)	$ -		
	12/1/2004	12/3/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 129,236.84	$ 2,358.03	$ (913.90)	$ -		
	12/1/2004	12/10/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 129,236.84	$ 2,319.44	$ (913.90)	$ -		
	12/1/2004	12/15/2004		MIP/PMI PAYMENT	$ (38.59)	$ -	$ -	$ (38.59)	$ -	$ -	$ -	$ -												$ 129,236.84	$ 2,319.44	$ (913.90)	$ -		
	12/1/2004	12/17/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -																		

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Caliber	Paid to date	Date	Name	Description	Amount	Principal	Interest	Escrow	Late Charge	Unapplied Funds	Other Amt Applied	Fee Amt Applied	Fee Code	Fee Description	Fiserv Bill Category	Fiserv Bill Sub Category	Amt To Admin Adjust	Admin Adjust Desc	Amt To Deferred Int	Amt To Deferred Prin	Amt To Deferred Esc	Amt To Deferred Admin Fees	Amt To Deferred DRME xp Paid	Principal	Escrow	Unapplied	Late Charge	Other Amount	Fee Balance
																								$ 129,236.84	$ 2,319.44	$ (913.90)	$ -		
	2/1/2004	12/24/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 129,236.84	$ 2,319.44	$ (913.90)	$ -		
	2/1/2004	12/31/2004		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 129,061.32	$ 2,420.33	$ (913.90)	$ -		
	1/1/2005	1/3/2005	Regular Payment	REGULAR PAYMENT	$ 895.67	$ 175.52	$619.26	$ 100.89	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 129,061.32	$ 2,420.33	$ (913.90)	$ -		
	1/1/2005	1/3/2005		MISC POSTING	$(1,120.00)	$ -	$ -	$ -	$ -	$(1,120.00)	$ -	$ -												$ 128,836.99	$ 2,420.33	$ (913.90)	$ -		
	1/1/2005	1/3/2005		MISC POSTING	$ 224.33	$ 224.33	$ -	$ -	$ -	$ -	$ -	$ -												$ 128,836.99	$ 2,420.33	$ (913.90)	$ -		
	1/1/2005	1/7/2005		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 128,836.99	$ 2,381.74	$ (913.90)	$ -		
	1/1/2005	1/13/2005		MIP/PMI PAYMENT	$ (38.59)	$ -	$ -	$ (38.59)	$ -	$ -	$ -	$ -												$ 128,836.99	$ 2,381.74	$ (913.90)	$ -		
	1/1/2005	1/14/2005		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 128,836.99	$ 2,381.74	$ (913.90)	$ -		
	1/1/2005	1/21/2005		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 128,836.99	$ 2,381.74	$ (913.90)	$ -		
	1/1/2005	1/28/2005		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 128,659.63	$ 2,482.63	$ (913.90)	$ -		
	2/1/2005	2/1/2005	Regular Payment	REGULAR PAYMENT	$ 895.67	$ 177.36	$617.42	$ 100.89	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 128,659.63	$ 2,482.63	$ (913.90)	$ -		
	2/1/2005	2/1/2005		MISC POSTING	$ (896.00)	$ -	$ -	$ -	$ -	$ (896.00)	$ -	$ -												$ 128,659.30	$ 2,482.63	$ (913.90)	$ -		
	2/1/2005	2/1/2005		MISC POSTING	$ 0.33	$ 0.33	$ -	$ -	$ -	$ -	$ -	$ -												$ 128,659.30	$ 2,482.63	$ (913.90)	$ -		
	2/1/2005	2/4/2005		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 128,659.30	$ 2,482.63	$ (913.90)	$ -		
	2/1/2005	2/11/2005		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 128,659.30	$ 2,444.04	$ (913.90)	$ -		
	2/1/2005	2/15/2005		MIP/PMI PAYMENT	$ (38.59)	$ -	$ -	$ (38.59)	$ -	$ -	$ -	$ -												$ 128,659.30	$ 2,444.04	$ (913.90)	$ -		
	2/1/2005	2/18/2005		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 128,659.30	$ 2,444.04	$ (913.90)	$ -		
	2/1/2005	2/25/2005		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 128,481.01	$ 2,544.93	$ (913.90)	$ -		
	3/1/2005	3/1/2005	Regular Payment	REGULAR PAYMENT	$ 895.67	$ 178.29	$616.49	$ 100.89	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 128,481.01	$ 2,544.93	$ (913.90)	$ -		
	3/1/2005	3/1/2005		MISC POSTING	$ (896.00)	$ -	$ -	$ -	$ -	$ (896.00)	$ -	$ -												$ 128,480.68	$ 2,544.93	$ (913.90)	$ -		
	3/1/2005	3/1/2005		MISC POSTING	$ 0.33	$ 0.33	$ -	$ -	$ -	$ -	$ -	$ -												$ 128,480.68	$ 2,544.93	$ (913.90)	$ -		
	3/1/2005	3/4/2005		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 128,480.68	$ 2,544.93	$ (913.90)	$ -		
	3/1/2005	3/11/2005		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 128,480.68	$ 2,506.34	$ (913.90)	$ -		
	3/1/2005	3/14/2005		MIP/PMI PAYMENT	$ (38.59)	$ -	$ -	$ (38.59)	$ -	$ -	$ -	$ -												$ 128,480.68	$ 2,506.34	$ (913.90)	$ -		
	3/1/2005	3/18/2005		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 128,480.68	$ 2,506.34	$ (913.90)	$ -		
	3/1/2005	3/25/2005		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 128,480.68	$ 2,506.34	$ (913.90)	$ -		
	3/1/2005	4/1/2005		MISC POSTING	$ 223.50	$ -	$ -	$ -	$ -	$ 223.50	$ -	$ -												$ 128,301.54	$ 2,607.23	$ (913.90)	$ -		
	4/1/2005	4/1/2005	Regular Payment	REGULAR PAYMENT	$ 895.67	$ 179.14	$615.64	$ 100.89	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 128,301.54	$ 2,607.23	$ (913.90)	$ -		
	4/1/2005	4/1/2005		MISC POSTING	$ (896.00)	$ -	$ -	$ -	$ -	$ (896.00)	$ -	$ -												$ 128,301.21	$ 2,607.23	$ (913.90)	$ -		
	4/1/2005	4/1/2005		MISC POSTING	$ 0.33	$ 0.33	$ -	$ -	$ -	$ -	$ -	$ -												$ 128,301.21	$ 2,607.23	$ (913.90)	$ -		
	4/1/2005	4/8/2005		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 128,301.21	$ 2,568.64	$ (913.90)	$ -		
	4/1/2005	4/13/2005		MIP/PMI PAYMENT	$ (38.59)	$ -	$ -	$ (38.59)	$ -	$ -	$ -	$ -												$ 128,301.21	$ 2,568.64	$ (913.90)	$ -		
	4/1/2005	4/15/2005		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 128,301.21	$ 2,568.64	$ (913.90)	$ -		
	4/1/2005	4/22/2005		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -												$ 128,301.21	$ 2,568.64	$ (913.90)	$ -		
	4/1/2005	4/29/2005		MISC POSTING	$ 224.00	$ -	$ -	$ -	$ -	$ 224.00	$ -	$ -																		

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Caliber	Paid to date	Date	Name	Description	Amount	Principal	Interest	Escrow	Late Charge	Unapplied Funds	Other Amt Applied	Fee Amt Applied	Fee Code	Fee Description	Fiserv Bill Category	Fiserv Bill Sub Category	Amt To Admin Adjust	Admin Adjust Desc	Amt To Deferred Int	Amt To Deferred Prin	Amt To Deferred Esc	Amt To Deferred Admin Fees	Amt To Deferred DRMExp Paid	Principal	Escrow	Late Charge Unapplied	Late Charge Other Amount	Fee Balance
	/1/2005	5/2/2005	Regular Payment	REGULAR PAYMENT	$ 895.67	$ 180.00	$614.78	$ 100.89	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 128,121.21	$ 2,669.53	$ (913.90)	$ -	
	/1/2005	5/2/2005		MISC POSTING	$(1,119.50)	$ -	$ -	$ -	$ -	$(1,119.50)	$ -	$ -												$ 128,121.21	$ 2,669.53	$ (913.90)	$ -	
	/1/2005	5/2/2005		MISC POSTING	$ 223.83	$ 223.83	$ -	$ -	$ -	$ -	$ -	$ -												$ 127,897.38	$ 2,669.53	$ (913.90)	$ -	
	/1/2005	5/6/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -												$ 127,897.38	$ 2,669.53	$ (913.90)	$ -	
	/1/2005	5/11/2005		MIP/PMI PAYMENT	$ (38.59)	$ -	$ -	$ (38.59)	$ -	$ -	$ -	$ -												$ 127,897.38	$ 2,630.94	$ (913.90)	$ -	
	/1/2005	5/13/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -												$ 127,897.38	$ 2,630.94	$ (913.90)	$ -	
	/1/2005	5/20/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -												$ 127,897.38	$ 2,630.94	$ (913.90)	$ -	
	/1/2005	5/27/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -												$ 127,715.47	$ 2,730.08	$ (913.90)	$ -	
	/1/2005	6/1/2005	Regular Payment	REGULAR PAYMENT	$ 893.92	$ 181.91	$612.87	$ 99.14	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 127,715.47	$ 2,730.08	$ (913.90)	$ -	
	/1/2005	6/1/2005		MISC POSTING	$ (893.92)	$ -	$ -	$ -	$ -	$ (893.92)	$ -	$ -												$ 127,715.47	$ 2,730.08	$ (913.90)	$ -	
	/1/2005	6/3/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -												$ 127,715.47	$ 2,730.08	$ (913.90)	$ -	
	/1/2005	6/10/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -												$ 127,715.47	$ 2,691.49	$ (913.90)	$ -	
	/1/2005	6/14/2005		MIP/PMI PAYMENT	$ (38.59)	$ -	$ -	$ (38.59)	$ -	$ -	$ -	$ -												$ 127,715.47	$ 2,691.49	$ (913.90)	$ -	
	/1/2005	6/17/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -												$ 127,715.47	$ 2,691.49	$ (913.90)	$ -	
	/1/2005	6/24/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -												$ 127,715.47	$ 2,691.49	$ (913.90)	$ -	
	/1/2005	7/1/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -												$ 127,532.66	$ 2,790.63	$ (913.90)	$ -	
	/1/2005	7/1/2005	Regular Payment	REGULAR PAYMENT	$ 893.92	$ 182.81	$611.97	$ 99.14	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 127,532.66	$ 2,790.63	$ (913.90)	$ -	
	/1/2005	7/1/2005		MISC POSTING	$ (893.92)	$ -	$ -	$ -	$ -	$ (893.92)	$ -	$ -												$ 127,532.66	$ 2,790.63	$ (913.90)	$ -	
	/1/2005	7/8/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -												$ 127,532.66	$ 2,752.04	$ (913.90)	$ -	
	/1/2005	7/12/2005		MIP/PMI PAYMENT	$ (38.59)	$ -	$ -	$ (38.59)	$ -	$ -	$ -	$ -												$ 127,532.66	$ 2,752.04	$ (913.90)	$ -	
	/1/2005	7/15/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -												$ 127,532.66	$ 2,752.04	$ (913.90)	$ -	
	/1/2005	7/22/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -												$ 127,532.66	$ 2,752.04	$ (913.90)	$ -	
	/1/2005	7/29/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -												$ 127,348.97	$ 2,851.18	$ (913.90)	$ -	
	/1/2005	8/1/2005	Regular Payment	REGULAR PAYMENT	$ 893.92	$ 183.69	$611.09	$ 99.14	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 127,348.97	$ 2,851.18	$ (913.90)	$ -	
	/1/2005	8/1/2005		MISC POSTING	$(1,117.40)	$ -	$ -	$ -	$ -	$(1,117.40)	$ -	$ -												$ 127,125.49	$ 2,851.18	$ (913.90)	$ -	
	/1/2005	8/1/2005		MISC POSTING	$ 223.48	$ 223.48	$ -	$ -	$ -	$ -	$ -	$ -												$ 127,125.49	$ 2,851.18	$ (913.90)	$ -	
	/1/2005	8/5/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -												$ 127,125.49	$ 2,851.18	$ (913.90)	$ -	
	/1/2005	8/12/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -												$ 127,125.49	$ 2,812.59	$ (913.90)	$ -	
	/1/2005	8/12/2005		MIP/PMI PAYMENT	$ (38.59)	$ -	$ -	$ (38.59)	$ -	$ -	$ -	$ -												$ 127,125.49	$ 2,812.59	$ (913.90)	$ -	
	/1/2005	8/19/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -												$ 127,125.49	$ 2,812.59	$ (913.90)	$ -	
	/1/2005	8/26/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -												$ 126,939.85	$ 2,911.73	$ (913.90)	$ -	
	9/1/2005	9/1/2005	Regular Payment	REGULAR PAYMENT	$ 893.92	$ 185.64	$609.14	$ 99.14	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 126,939.85	$ 2,911.73	$ (913.90)	$ -	
	9/1/2005	9/1/2005		MISC POSTING	$ (893.92)	$ -	$ -	$ -	$ -	$ (893.92)	$ -	$ -												$ 126,939.85	$ 2,911.73	$ (913.90)	$ -	
	9/1/2005	9/2/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -												$ 126,939.85	$ 2,911.73	$ (913.90)	$ -	
	9/1/2005	9/9/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -												$ 126,939.85	$ 2,911.73	$ (913.90)	$ -	

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Caliber	Paid to date	Date	Name	Description	Amount	Principal	Interest	Escrow	Late Charge	Unapplied Funds	Other Amt Applied	Fee Amt Applied	Fee Code	Fee Description	Fiserv Bill Category	Fiserv Bill Sub Category	Amt To Admin Adjust	Admin Adjust Desc	Amt To Deferred Int	Amt To Deferred Prin	Amt To Deferred Esc	Amt To Deferred Admin Fees	Amt To Deferred DRIVE xp Paid	Principal	Escrow	Unapplied	Late Charge	Other Amount	Fee Balance
																								$ 126,939.85	$ 2,873.14	$ (913.90)	$ -		
	/1/2005	9/14/2005		MIP/PMI PAYMENT	$ (38.59)	$ -	$ -	$ (38.59)	$ -	$ -	$ -	$ -																
																								$ 126,939.85	$ 2,873.14	$ (913.90)	$ -		
	/1/2005	9/16/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -																
																								$ 126,939.85	$ 2,873.14	$ (913.90)	$ -		
	/1/2005	9/23/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -																
																								$ 126,939.85	$ 2,873.14	$ (913.90)	$ -		
	/1/2005	9/30/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -																
																								$ 126,753.32	$ 2,972.28	$ (913.90)	$ -		
	/1/2005	10/3/2005	Regular Payment	REGULAR PAYMENT	$ 893.92	$ 186.53	$608.25	$ 99.14	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL													
																								$ 126,753.32	$ 2,972.28	$ (913.90)	$ -		
	/1/2005	10/3/2005		MISC POSTING	$(1,117.40)	$ -	$ -	$ -	$ -	$ -	$(1,117.40)	$ -	$ -																
																								$ 126,529.84	$ 2,972.28	$ (913.90)	$ -		
	/1/2005	10/3/2005		MISC POSTING	$ 223.48	$ 223.48	$ -	$ -	$ -	$ -	$ -	$ -	$ -																
																								$ 126,529.84	$ 2,972.28	$ (913.90)	$ -		
	/1/2005	10/7/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -																
																								$ 126,529.84	$ 2,933.69	$ (913.90)	$ -		
	/1/2005	10/13/2005		MIP/PMI PAYMENT	$ (38.59)	$ -	$ -	$ (38.59)	$ -	$ -	$ -	$ -	$ -																
																								$ 126,529.84	$ 2,933.69	$ (913.90)	$ -		
	/1/2005	10/14/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -																
																								$ 126,529.84	$ 2,933.69	$ (913.90)	$ -		
	/1/2005	10/21/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -																
																								$ 126,529.84	$ 2,933.69	$ (913.90)	$ -		
	/1/2005	10/28/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -																
																								$ 126,341.42	$ 3,032.83	$ (913.90)	$ -		
	/1/2005	11/1/2005	Regular Payment	REGULAR PAYMENT	$ 893.92	$ 188.42	$606.36	$ 99.14	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL													
																								$ 126,341.42	$ 3,032.83	$ (913.90)	$ -		
	/1/2005	11/1/2005		MISC POSTING	$ (893.92)	$ -	$ -	$ -	$ -	$ -	$ (893.92)	$ -	$ -																
																								$ 126,341.42	$ 3,032.83	$ (913.90)	$ -		
	/1/2005	11/4/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -																
																								$ 126,341.42	$ 3,032.83	$ (913.90)	$ -		
	/1/2005	11/11/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -																
																								$ 126,341.42	$ 2,994.24	$ (913.90)	$ -		
	/1/2005	11/13/2005		MIP/PMI PAYMENT	$ (38.59)	$ -	$ -	$ (38.59)	$ -	$ -	$ -	$ -	$ -																
																								$ 126,341.42	$ 2,994.24	$ (913.90)	$ -		
	/1/2005	11/18/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -																
																								$ 126,341.42	$ 2,994.24	$ (913.90)	$ -		
	/1/2005	11/25/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -																
																								$ 126,152.03	$ 3,093.38	$ (913.90)	$ -		
	/1/2005	12/1/2005	Regular Payment	REGULAR PAYMENT	$ 893.92	$ 189.39	$605.39	$ 99.14	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL													
																								$ 126,152.03	$ 3,093.38	$ (913.90)	$ -		
	/1/2005	12/1/2005		MISC POSTING	$ (893.92)	$ -	$ -	$ -	$ -	$ -	$ (893.92)	$ -	$ -																
																								$ 126,152.03	$ 2,374.81	$ (913.90)	$ -		
	/1/2005	12/1/2005		COUNTY TAX PYMT	$ (718.57)	$ -	$ -	$ (718.57)	$ -	$ -	$ -	$ -	$ -																
																								$ 126,152.03	$ 2,374.81	$ (913.90)	$ -		
	/1/2005	12/2/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -																
																								$ 126,152.03	$ 2,336.22	$ (913.90)	$ -		
	/1/2005	12/9/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -																
																								$ 126,152.03	$ 2,336.22	$ (913.90)	$ -		
	/1/2005	12/14/2005		MIP/PMI PAYMENT	$ (38.59)	$ -	$ -	$ (38.59)	$ -	$ -	$ -	$ -	$ -																
																								$ 126,152.03	$ 2,336.22	$ (913.90)	$ -		
	/1/2005	12/16/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -																
																								$ 126,152.03	$ 2,336.22	$ (913.90)	$ -		
	/1/2005	12/23/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -																
																								$ 126,152.03	$ 2,336.22	$ (913.90)	$ -		
	/1/2005	12/30/2005		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -																
																								$ 125,961.73	$ 2,435.36	$ (913.90)	$ -		
	1/1/2006	1/3/2006	Regular Payment	REGULAR PAYMENT	$ 893.92	$ 190.30	$604.48	$ 99.14	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL													
																								$ 125,961.73	$ 2,435.36	$ (913.90)	$ -		
	1/1/2006	1/3/2006		MISC POSTING	$(1,117.40)	$ -	$ -	$ -	$ -	$ -	$(1,117.40)	$ -	$ -																
																								$ 125,738.25	$ 2,435.36	$ (913.90)	$ -		
	1/1/2006	1/3/2006		MISC POSTING	$ 223.48	$ 223.48	$ -	$ -	$ -	$ -	$ -	$ -	$ -																
																								$ 125,738.25	$ 2,435.36	$ (913.90)	$ -		
	1/1/2006	1/6/2006		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -																
																								$ 125,738.25	$ 2,396.77	$ (913.90)	$ -		
	1/1/2006	1/12/2006		MIP/PMI PAYMENT	$ (38.59)	$ -	$ -	$ (38.59)	$ -	$ -	$ -	$ -	$ -																
																								$ 125,738.25	$ 2,396.77	$ (913.90)	$ -		
	1/1/2006	1/13/2006		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -																
																								$ 125,738.25	$ 2,396.77	$ (913.90)	$ -		
	1/1/2006	1/20/2006		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -																

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Caliber	Paid to date	Date	Name	Description	Amount	Principal	Interest	Escrow	Late Charge	Unapplied Funds	Other Amt Applied	Fee Amt Applied	Fee Code	Fee Description	Fiserv Bill Category	Fiserv Bill Sub Category	Amt To Admin Adjust	Admin Adjust Desc	Amt To Deferred Int	Amt To Deferred Prin	Amt To Deferred Esc	Amt To Deferred Admin Fees	Amt To Deferred DRME xp Paid	Principal	Escrow	Unapplied	Late Charge	Other Amount	Fee Balance
	1/1/2006	1/27/2006		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -												$ 125,738.25	$ 2,396.77		$ (913.90)	$ -	
	2/1/2006	2/1/2006	Regular Payment	REGULAR PAYMENT	$ 893.92	$ 192.21	$602.57	$ 99.14	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 125,546.04	$ 2,495.91		$ (913.90)	$ -	
	2/1/2006	2/1/2006		MISC POSTING	$ (893.92)	$ -	$ -	$ -	$ -	$ (893.92)	$ -	$ -												$ 125,546.04	$ 2,495.91		$ (913.90)	$ -	
	2/1/2006	2/3/2006		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -												$ 125,546.04	$ 2,495.91		$ (913.90)	$ -	
	2/1/2006	2/10/2006		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -												$ 125,546.04	$ 2,495.91		$ (913.90)	$ -	
	2/1/2006	2/14/2006		MIP/PMI PAYMENT	$ (38.59)	$ -	$ -	$ (38.59)	$ -	$ -	$ -	$ -												$ 125,546.04	$ 2,457.32		$ (913.90)	$ -	
	2/1/2006	2/17/2006		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -												$ 125,546.04	$ 2,457.32		$ (913.90)	$ -	
	2/1/2006	2/24/2006		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -												$ 125,546.04	$ 2,457.32		$ (913.90)	$ -	
	3/1/2006	3/1/2006	Regular Payment	REGULAR PAYMENT	$ 893.92	$ 193.21	$601.57	$ 99.14	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 125,352.83	$ 2,556.46		$ (913.90)	$ -	
	3/1/2006	3/1/2006		MISC POSTING	$ (893.92)	$ -	$ -	$ -	$ -	$ (893.92)	$ -	$ -												$ 125,352.83	$ 2,556.46		$ (913.90)	$ -	
	3/1/2006	3/3/2006		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -												$ 125,352.83	$ 2,556.46		$ (913.90)	$ -	
	3/1/2006	3/10/2006		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -												$ 125,352.83	$ 2,556.46		$ (913.90)	$ -	
	3/1/2006	3/15/2006		MIP/PMI PAYMENT	$ (38.59)	$ -	$ -	$ (38.59)	$ -	$ -	$ -	$ -												$ 125,352.83	$ 2,517.87		$ (913.90)	$ -	
	3/1/2006	3/17/2006		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -												$ 125,352.83	$ 2,517.87		$ (913.90)	$ -	
	3/1/2006	3/24/2006		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -												$ 125,352.83	$ 2,517.87		$ (913.90)	$ -	
	3/1/2006	3/31/2006		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -												$ 125,352.83	$ 2,517.87		$ (913.90)	$ -	
	4/1/2006	4/3/2006	Regular Payment	REGULAR PAYMENT	$ 893.92	$ 194.13	$600.65	$ 99.14	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 125,158.70	$ 2,617.01		$ (913.90)	$ -	
	4/1/2006	4/3/2006		MISC POSTING	$(1,117.40)	$ -	$ -	$ -	$ -	$(1,117.40)	$ -	$ -												$ 125,158.70	$ 2,617.01		$ (913.90)	$ -	
	4/1/2006	4/3/2006		MISC POSTING	$ 223.48	$ 223.48	$ -	$ -	$ -	$ -	$ -	$ -												$ 124,935.22	$ 2,617.01		$ (913.90)	$ -	
	4/1/2006	4/7/2006		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -												$ 124,935.22	$ 2,617.01		$ (913.90)	$ -	
	4/1/2006	4/14/2006		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -												$ 124,935.22	$ 2,578.42		$ (913.90)	$ -	
	4/1/2006	4/14/2006		MIP/PMI PAYMENT	$ (38.59)	$ -	$ -	$ (38.59)	$ -	$ -	$ -	$ -												$ 124,935.22	$ 2,578.42		$ (913.90)	$ -	
	4/1/2006	4/21/2006		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -												$ 124,935.22	$ 2,578.42		$ (913.90)	$ -	
	4/1/2006	4/28/2006		MISC POSTING	$ 223.48	$ -	$ -	$ -	$ -	$ 223.48	$ -	$ -												$ 124,739.16	$ 2,677.56		$ (913.90)	$ -	
	5/1/2006	5/1/2006	Regular Payment	REGULAR PAYMENT	$ 893.92	$ 196.06	$598.72	$ 99.14	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 124,739.16	$ 2,677.56		$ (913.90)	$ -	
	5/1/2006	5/1/2006		MISC POSTING	$ (893.92)	$ -	$ -	$ -	$ -	$ (893.92)	$ -	$ -												$ 124,739.16	$ 2,677.56		$ (913.90)	$ -	
	5/1/2006	5/5/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ 223.34	$ -	$ -												$ 124,739.16	$ 2,677.56		$ (913.90)	$ -	
	5/1/2006	5/12/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ 223.34	$ -	$ -												$ 124,739.16	$ 2,638.97		$ (913.90)	$ -	
	5/1/2006	5/15/2006		MIP/PMI PAYMENT	$ (38.59)	$ -	$ -	$ (38.59)	$ -	$ -	$ -	$ -												$ 124,739.16	$ 2,638.97		$ (913.90)	$ -	
	5/1/2006	5/19/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ 223.34	$ -	$ -												$ 124,739.16	$ 2,638.97		$ (913.90)	$ -	
	5/1/2006	5/26/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ 223.34	$ -	$ -												$ 124,542.09	$ 2,737.55		$ (913.90)	$ -	
	6/1/2006	6/1/2006	Regular Payment	REGULAR PAYMENT	$ 893.36	$ 197.07	$597.71	$ 98.58	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 124,542.09	$ 2,737.55		$ (913.90)	$ -	
	6/1/2006	6/1/2006		MISC POSTING	$ (893.36)	$ -	$ -	$ -	$ -	$ (893.36)	$ -	$ -												$ 124,542.09	$ 2,737.55		$ (913.90)	$ -	
	6/1/2006	6/2/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ 223.34	$ -	$ -												$ 124,542.09	$ 2,737.55		$ (913.90)	$ -	
	6/1/2006	6/9/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ 223.34	$ -	$ -												$ 124,542.09	$ 2,737.55		$ (913.90)	$ -	

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Caliber	Paid to date	Date	Name	Description	Amount	Principal	Interest	Escrow	Late Charge	Unapplied Funds	Other Amt Applied	Fee Amt Applied	Fee Code	Fee Description	Fiserv Bill Category	Fiserv Bill Sub Category	Amt To Admin Adjust	Admin Adjust Desc	Amt To Deferred Int	Amt To Deferred Prin	Amt To Deferred Esc	Amt To Deferred Admin Fees	Amt To Deferred DRME xp Paid	Principal	Escrow	Late Charge Unapplied	Late Charge Other Amount	Fee Balance
	6/1/2006	6/12/2006		MIP/PMI PAYMENT	$ (38.59)	$ -	$ -	$ (38.59)	$ -	$ -	$ -	$ -												$ 124,542.09	$ 2,698.96	$ (913.90)	$ -	
	6/1/2006	6/16/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ -	$ 223.34	$ -												$ 124,542.09	$ 2,698.96	$ (913.90)	$ -	
	6/1/2006	6/23/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ -	$ 223.34	$ -												$ 124,542.09	$ 2,698.96	$ (913.90)	$ -	
	6/1/2006	6/30/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ -	$ 223.34	$ -												$ 124,542.09	$ 2,698.96	$ (913.90)	$ -	
	7/1/2006	7/3/2006	Regular Payment	REGULAR PAYMENT	$ 893.36	$ 198.02	$596.76	$ 98.58	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 124,344.07	$ 2,797.54	$ (913.90)	$ -	
	7/1/2006	7/3/2006		MISC POSTING	$(1,116.70)	$ -	$ -	$ -	$ -	$(1,116.70)	$ -	$ -												$ 124,344.07	$ 2,797.54	$ (913.90)	$ -	
	7/1/2006	7/3/2006		MISC POSTING	$ 223.34	$ 223.34	$ -	$ -	$ -	$ -	$ -	$ -												$ 124,120.73	$ 2,797.54	$ (913.90)	$ -	
	7/1/2006	7/7/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ -	$ 223.34	$ -												$ 124,120.73	$ 2,797.54	$ (913.90)	$ -	
	7/1/2006	7/13/2006		MIP/PMI PAYMENT	$ (38.59)	$ -	$ -	$ (38.59)	$ -	$ -	$ -	$ -												$ 124,120.73	$ 2,758.95	$ (913.90)	$ -	
	7/1/2006	7/14/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ -	$ 223.34	$ -												$ 124,120.73	$ 2,758.95	$ (913.90)	$ -	
	7/1/2006	7/21/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ -	$ 223.34	$ -												$ 124,120.73	$ 2,758.95	$ (913.90)	$ -	
	7/1/2006	7/28/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ -	$ 223.34	$ -												$ 124,120.73	$ 2,758.95	$ (913.90)	$ -	
	8/1/2006	8/1/2006	Regular Payment	REGULAR PAYMENT	$ 893.36	$ 199.96	$594.82	$ 98.58	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 123,920.77	$ 2,857.53	$ (913.90)	$ -	
	8/1/2006	8/1/2006		MISC POSTING	$ (893.36)	$ -	$ -	$ -	$ -	$ (893.36)	$ -	$ -												$ 123,920.77	$ 2,857.53	$ (913.90)	$ -	
	8/1/2006	8/4/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ -	$ 223.34	$ -												$ 123,920.77	$ 2,857.53	$ (913.90)	$ -	
	8/1/2006	8/11/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ -	$ 223.34	$ -												$ 123,920.77	$ 2,818.94	$ (913.90)	$ -	
	8/1/2006	8/14/2006		MIP/PMI PAYMENT	$ (38.59)	$ -	$ -	$ (38.59)	$ -	$ -	$ -	$ -												$ 123,920.77	$ 2,818.94	$ (913.90)	$ -	
	8/1/2006	8/18/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ -	$ 223.34	$ -												$ 123,920.77	$ 2,818.94	$ (913.90)	$ -	
	8/1/2006	8/25/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ -	$ 223.34	$ -												$ 123,920.77	$ 2,818.94	$ (913.90)	$ -	
	8/1/2006	9/1/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ -	$ 223.34	$ -												$ 123,719.78	$ 2,917.52	$ (913.90)	$ -	
	9/1/2006	9/1/2006	Regular Payment	REGULAR PAYMENT	$ 893.36	$ 200.99	$593.79	$ 98.58	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 123,719.78	$ 2,917.52	$ (913.90)	$ -	
	9/1/2006	9/1/2006		MISC POSTING	$ (893.36)	$ -	$ -	$ -	$ -	$ (893.36)	$ -	$ -												$ 123,719.78	$ 2,917.52	$ (913.90)	$ -	
	9/1/2006	9/8/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ -	$ 223.34	$ -												$ 123,719.78	$ 2,878.93	$ (913.90)	$ -	
	9/1/2006	9/12/2006		MIP/PMI PAYMENT	$ (38.59)	$ -	$ -	$ (38.59)	$ -	$ -	$ -	$ -												$ 123,719.78	$ 2,878.93	$ (913.90)	$ -	
	9/1/2006	9/15/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ -	$ 223.34	$ -												$ 123,719.78	$ 2,878.93	$ (913.90)	$ -	
	9/1/2006	9/22/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ -	$ 223.34	$ -												$ 123,719.78	$ 2,878.93	$ (913.90)	$ -	
	9/1/2006	9/29/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ -	$ 223.34	$ -												$ 123,719.78	$ 2,878.93	$ (913.90)	$ -	
	10/1/2006	10/2/2006	Regular Payment	REGULAR PAYMENT	$ 893.36	$ 201.96	$592.82	$ 98.58	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 123,517.82	$ 2,977.51	$ (913.90)	$ -	
	10/1/2006	10/2/2006		MISC POSTING	$(1,116.70)	$ -	$ -	$ -	$ -	$(1,116.70)	$ -	$ -												$ 123,517.82	$ 2,977.51	$ (913.90)	$ -	
	10/1/2006	10/2/2006		MISC POSTING	$ 223.34	$ 223.34	$ -	$ -	$ -	$ -	$ -	$ -												$ 123,294.48	$ 2,977.51	$ (913.90)	$ -	
	10/1/2006	10/6/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ -	$ 223.34	$ -												$ 123,294.48	$ 2,977.51	$ (913.90)	$ -	
	10/1/2006	10/11/2006		MIP/PMI PAYMENT	$ (38.59)	$ -	$ -	$ (38.59)	$ -	$ -	$ -	$ -												$ 123,294.48	$ 2,938.92	$ (913.90)	$ -	
	10/1/2006	10/13/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ -	$ 223.34	$ -												$ 123,294.48	$ 2,938.92	$ (913.90)	$ -	
	10/1/2006	10/20/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ -	$ 223.34	$ -												$ 123,294.48	$ 2,938.92	$ (913.90)	$ -	
	10/1/2006	10/27/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ -	$ 223.34	$ -												$ 123,294.48	$ 2,938.92	$ (913.90)	$ -	

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Caliber	Paid to date	Date	Name	Description	Amount	Principal	Interest	Escrow	Late Charge	Unapplied Funds	Other Amt Applied	Fee Amt Applied	Fee Code	Fee Description	Fiserv Bill Category	Fiserv Bill Sub Category	Amt To Admin Adjust	Admin Adjust Desc	Amt To Deferred Int	Amt To Deferred Prin	Amt To Deferred Esc	Amt To Deferred Admin Fees	Amt To Deferred DRMExp Paid	Principal	Escrow	Unapplied	Late Charge	Other Amount	Fee Balance
																								$ 123,090.52	$ 3,037.50	$ (913.90)	$ -		
	1/2006	11/1/2006	Regular Payment	REGULAR PAYMENT	$ 893.36	$ 203.96	$590.82	$ 98.58	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 123,090.52	$ 3,037.50	$ (913.90)	$ -		
	1/2006	11/1/2006		MISC POSTING	$ (893.36)	$ -	$ -	$ -	$ -	$ (893.36)	$ -	$ -												$ 123,090.52	$ 3,037.50	$ (913.90)	$ -		
	1/2006	11/3/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ 223.34	$ -	$ -												$ 123,090.52	$ 3,037.50	$ (913.90)	$ -		
	1/2006	11/10/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ 223.34	$ -	$ -												$ 123,090.52	$ 2,998.91	$ (913.90)	$ -		
	1/2006	11/14/2006		MIP/PMI PAYMENT	$ (38.59)	$ -	$ -	$ (38.59)	$ -	$ -	$ -	$ -												$ 123,090.52	$ 2,998.91	$ (913.90)	$ -		
	1/2006	11/17/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ 223.34	$ -	$ -												$ 123,090.52	$ 2,998.91	$ (913.90)	$ -		
	1/2006	11/24/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ 223.34	$ -	$ -												$ 123,090.52	$ 2,998.91	$ (913.90)	$ -		
	1/2006	12/1/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ 223.34	$ -	$ -												$ 122,885.55	$ 3,097.49	$ (913.90)	$ -		
	1/2006	12/1/2006	Regular Payment	REGULAR PAYMENT	$ 893.36	$ 204.97	$589.81	$ 98.58	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 122,885.55	$ 3,097.49	$ (913.90)	$ -		
	1/2006	12/1/2006		MISC POSTING	$ (893.36)	$ -	$ -	$ -	$ -	$ (893.36)	$ -	$ -												$ 122,885.55	$ 3,097.49	$ (913.90)	$ -		
	1/2006	12/8/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ 223.34	$ -	$ -												$ 122,885.55	$ 3,058.90	$ (913.90)	$ -		
	1/2006	12/8/2006		MIP/PMI PAYMENT	$ (38.59)	$ -	$ -	$ (38.59)	$ -	$ -	$ -	$ -												$ 120,855.55	$ 3,058.90	$ (913.90)	$ -		
	1/2006	12/13/2006		MISC POSTING	$ 2,030.00	$ 2,030.00	$ -	$ -	$ -	$ -	$ -	$ -												$ 120,855.55	$ 2,357.01	$ (913.90)	$ -		
	1/2006	12/13/2006		COUNTY TAX PYMT	$ (701.89)	$ -	$ -	$ (701.89)	$ -	$ -	$ -	$ -												$ 120,855.55	$ 2,357.01	$ (913.90)	$ -		
	1/2006	12/15/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ 223.34	$ -	$ -												$ 120,855.55	$ 2,357.01	$ (913.90)	$ -		
	1/2006	12/22/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ 223.34	$ -	$ -												$ 120,855.55	$ 2,357.01	$ (913.90)	$ -		
	1/2006	12/29/2006		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ 223.34	$ -	$ -												$ 120,643.43	$ 2,455.59	$ (913.90)	$ -		
	1/1/2007	1/2/2007	Regular Payment	REGULAR PAYMENT	$ 893.36	$ 212.12	$582.66	$ 98.58	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 120,643.43	$ 2,455.59	$ (913.90)	$ -		
	1/1/2007	1/2/2007		MISC POSTING	$(1,116.70)	$ -	$ -	$ -	$ -	$ -	$(1,116.70)	$ -												$ 120,420.09	$ 2,455.59	$ (913.90)	$ -		
	1/1/2007	1/2/2007		MISC POSTING	$ 223.34	$ 223.34	$ -	$ -	$ -	$ -	$ -	$ -												$ 120,420.09	$ 2,455.59	$ (913.90)	$ -		
	1/1/2007	1/5/2007		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ -	$ 223.34	$ -												$ 120,420.09	$ 2,455.59	$ (913.90)	$ -		
	1/1/2007	1/12/2007		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ -	$ 223.34	$ -												$ 120,420.09	$ 2,455.59	$ (913.90)	$ -		
	1/1/2007	1/19/2007		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ -	$ 223.34	$ -												$ 120,420.09	$ 2,455.59	$ (913.90)	$ -		
	1/1/2007	1/26/2007		MISC POSTING	$ 223.34	$ -	$ -	$ -	$ -	$ -	$ 223.34	$ -												$ 120,420.09	$ 2,317.92	$ (913.90)	$ -		
	1/1/2007	1/26/2007		OVERAGE REFUND	$ (137.67)	$ -	$ -	$ (137.67)	$ -	$ -	$ -	$ -												$ 120,202.36	$ 2,416.50	$ (913.90)	$ -		
	2/1/2007	2/1/2007	Regular Payment	REGULAR PAYMENT	$ 893.36	$ 217.73	$577.05	$ 98.58	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 120,202.36	$ 2,416.50	$ (913.90)	$ -		
	2/1/2007	2/1/2007		MISC POSTING	$ (893.36)	$ -	$ -	$ -	$ -	$ (893.36)	$ -	$ -												$ 120,202.36	$ 2,416.50	$ (913.90)	$ -		
	2/1/2007	2/2/2007		MISC POSTING	$ 213.50	$ -	$ -	$ -	$ -	$ 213.50	$ -	$ -												$ 120,202.36	$ 2,416.50	$ (913.90)	$ -		
	2/1/2007	2/9/2007		MISC POSTING	$ 213.50	$ -	$ -	$ -	$ -	$ 213.50	$ -	$ -												$ 120,202.36	$ 2,416.50	$ (913.90)	$ -		
	2/1/2007	2/16/2007		MISC POSTING	$ 213.50	$ -	$ -	$ -	$ -	$ 213.50	$ -	$ -												$ 120,202.36	$ 2,416.50	$ (913.90)	$ -		
	2/1/2007	2/23/2007		MISC POSTING	$ 213.50	$ -	$ -	$ -	$ -	$ 213.50	$ -	$ -												$ 120,202.36	$ 2,416.50	$ (913.90)	$ -		
	2/1/2007	2/28/2007		MISC POSTING	$ (854.00)	$ -	$ -	$ -	$ -	$ (854.00)	$ -	$ -												$ 119,348.36	$ 2,416.50	$ (913.90)	$ -		
	2/1/2007	2/28/2007		MISC POSTING	$ 854.00	$ 854.00	$ -	$ -	$ -	$ -	$ -	$ -												$ 120,202.36	$ 2,416.50	$ (913.90)	$ -		
	2/1/2007	3/9/2007		MISC POSTING	$ (854.00)	$ (854.00)	$ -	$ -	$ -	$ -	$ -	$ -												$ 119,983.55	$ 2,474.98	$ (913.90)	$ -		
	3/1/2007	3/9/2007	Regular Payment	REGULAR PAYMENT	$ 853.27	$ 218.81	$575.97	$ 58.49	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL													

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Caliber	Paid to date	Date	Name	Description	Amount	Principal	Interest	Escrow	Late Charge	Unapplied Funds	Other Amt Applied	Fee Amt Applied	Fee Code	Fee Description	Fiserv Bill Category	Fiserv Bill Sub Category	Amt To Admin Adjust	Admin Adjust Desc	Amt To Deferred Int	Amt To Deferred Prin	Amt To Deferred Esc	Amt To Deferred Admin Fees	Amt To Deferred DRME xp Paid	Principal	Escrow	Late Charge Unapplied	Late Charge Other Amount	Fee Balance
	3/1/2007	3/9/2007		MISC POSTING	$ 0.73	$ 0.73	$ -	$ -	$ -	$ -	$ -	$ -												$ 119,982.82	$ 2,474.99	$ (913.90)	$ -	
	4/1/2007	4/5/2007	Regular Payment	REGULAR PAYMENT	$ 853.27	$ 219.86	$574.92	$ 58.49	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 119,762.96	$ 2,533.48	$ (913.90)	$ -	
	5/1/2007	5/7/2007	Regular Payment	REGULAR PAYMENT	$ 853.27	$ 220.92	$573.86	$ 58.49	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 119,542.04	$ 2,591.97	$ (913.90)	$ -	
	6/1/2007	6/5/2007	Regular Payment	REGULAR PAYMENT	$ 853.27	$ 221.97	$572.81	$ 58.49	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 119,320.07	$ 2,650.46	$ (913.90)	$ -	
	7/1/2007	7/5/2007	Regular Payment	REGULAR PAYMENT	$ 853.27	$ 223.04	$571.74	$ 58.49	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 119,097.03	$ 2,708.95	$ (913.90)	$ -	
	8/1/2007	8/6/2007	Regular Payment	REGULAR PAYMENT	$ 853.27	$ 224.11	$570.67	$ 58.49	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 118,872.92	$ 2,767.44	$ (913.90)	$ -	
	9/1/2007	9/5/2007	Regular Payment	REGULAR PAYMENT	$ 853.27	$ 225.18	$569.60	$ 58.49	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 118,647.74	$ 2,825.93	$ (913.90)	$ -	
	10/1/2007	10/5/2007	Regular Payment	REGULAR PAYMENT	$ 853.27	$ 226.26	$568.52	$ 58.49	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 118,421.48	$ 2,884.42	$ (913.90)	$ -	
	11/1/2007	11/5/2007	Regular Payment	REGULAR PAYMENT	$ 853.27	$ 227.34	$567.44	$ 58.49	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 118,194.14	$ 2,942.91	$ (913.90)	$ -	
	12/1/2007	12/5/2007	Regular Payment	REGULAR PAYMENT	$ 853.27	$ 228.43	$566.35	$ 58.49	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 117,965.71	$ 3,001.40	$ (913.90)	$ -	
	12/1/2007	12/13/2007		COUNTY TAX PYMT	$ (526.97)	$ -	$ -	$ (526.97)	$ -	$ -	$ -	$ -												$ 117,965.71	$ 2,474.43	$ (913.90)	$ -	
	1/1/2008	1/7/2008	Regular Payment	REGULAR PAYMENT	$ 853.27	$ 229.53	$565.25	$ 58.49	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 117,736.18	$ 2,532.92	$ (913.90)	$ -	
	2/1/2008	2/5/2008	Regular Payment	REGULAR PAYMENT	$ 853.27	$ 230.63	$564.15	$ 58.49	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 117,505.55	$ 2,591.41	$ (913.90)	$ -	
	3/1/2008	3/5/2008	Regular Payment	REGULAR PAYMENT	$ 853.27	$ 231.73	$563.05	$ 58.49	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 117,273.82	$ 2,649.90	$ (913.90)	$ -	
	4/1/2008	4/7/2008	Regular Payment	REGULAR PAYMENT	$ 853.27	$ 232.84	$561.94	$ 58.49	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 117,040.98	$ 2,708.39	$ (913.90)	$ -	
	4/1/2008	4/25/2008		OVERAGE REFUND	$ (276.80)	$ -	$ -	$ (276.80)	$ -	$ -	$ -	$ -												$ 117,040.98	$ 2,431.59	$ (913.90)	$ -	
	5/1/2008	5/5/2008	Regular Payment	REGULAR PAYMENT	$ 853.27	$ 233.96	$560.82	$ 58.49	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 116,807.02	$ 2,490.08	$ (913.90)	$ -	
	6/1/2008	6/5/2008	Regular Payment	REGULAR PAYMENT	$ 838.69	$ 235.08	$559.70	$ 43.91	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 116,571.94	$ 2,533.99	$ (913.90)	$ -	
	7/1/2008	7/3/2008	Regular Payment	REGULAR PAYMENT	$ 838.69	$ 236.21	$558.57	$ 43.91	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 116,335.73	$ 2,577.90	$ (913.90)	$ -	
	8/1/2008	8/5/2008	Regular Payment	REGULAR PAYMENT	$ 838.69	$ 237.34	$557.44	$ 43.91	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 116,098.39	$ 2,621.81	$ (913.90)	$ -	
	9/1/2008	9/5/2008	Regular Payment	REGULAR PAYMENT	$ 838.69	$ 238.48	$556.30	$ 43.91	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 115,859.91	$ 2,665.72	$ (913.90)	$ -	
	10/1/2008	10/6/2008	Regular Payment	REGULAR PAYMENT	$ 838.69	$ 239.62	$555.16	$ 43.91	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 115,620.29	$ 2,709.63	$ (913.90)	$ -	
	11/1/2008	11/5/2008	Regular Payment	REGULAR PAYMENT	$ 838.69	$ 240.77	$554.01	$ 43.91	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 115,379.52	$ 2,753.54	$ (913.90)	$ -	
	12/1/2008	12/5/2008	Regular Payment	REGULAR PAYMENT	$ 838.69	$ 241.92	$552.86	$ 43.91	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 115,137.60	$ 2,797.45	$ (913.90)	$ -	
	12/1/2008	12/11/2008		COUNTY TAX PYMT	$ (580.89)	$ -	$ -	$ (580.89)	$ -	$ -	$ -	$ -												$ 115,137.60	$ 2,216.56	$ (913.90)	$ -	
	1/1/2009	1/5/2009	Regular Payment	REGULAR PAYMENT	$ 838.69	$ 243.08	$551.70	$ 43.91	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 114,894.52	$ 2,260.47	$ (913.90)	$ -	
	2/1/2009	2/5/2009	Regular Payment	REGULAR PAYMENT	$ 838.69	$ 244.24	$550.54	$ 43.91	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 114,650.28	$ 2,304.38	$ (913.90)	$ -	
	3/1/2009	2/27/2009	Regular Payment	REGULAR PAYMENT	$ 838.69	$ 245.41	$549.37	$ 43.91	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 114,404.87	$ 2,348.29	$ (913.90)	$ -	
	4/1/2009	3/16/2009	Regular Payment	REGULAR PAYMENT	$ 838.69	$ 246.59	$548.19	$ 43.91	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 114,158.28	$ 2,392.20	$ (913.90)	$ -	
	5/1/2009	4/27/2009	Regular Payment	REGULAR PAYMENT	$ 838.69	$ 247.77	$547.01	$ 43.91	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 113,910.51	$ 2,436.11	$ (913.90)	$ -	
	6/1/2009	5/28/2009	Regular Payment	REGULAR PAYMENT	$ 850.30	$ 248.96	$545.82	$ 55.52	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 113,661.55	$ 2,491.63	$ (913.90)	$ -	
	7/1/2009	6/29/2009	Regular Payment	REGULAR PAYMENT	$ 850.30	$ 250.15	$544.63	$ 55.52	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 113,411.40	$ 2,547.15	$ (913.90)	$ -	
	8/1/2009	7/29/2009	Regular Payment	REGULAR PAYMENT	$ 850.30	$ 251.35	$543.43	$ 55.52	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 113,160.05	$ 2,602.67	$ (913.90)	$ -	
	9/1/2009	8/31/2009	Regular Payment	REGULAR PAYMENT	$ 850.30	$ 252.55	$542.23	$ 55.52	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 112,907.50	$ 2,658.19	$ (913.90)	$ -	
	9/1/2009	9/15/2009		MISC POSTING	$ 20.00	$ -	$ -	$ -	$ -	$ 20.00	$ -	$ -												$ 112,907.50	$ 2,658.19	$ (913.90)	$ -	

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Caliber	Paid to date	Date	Name	Description	Amount	Principal	Interest	Escrow	Late Charge	Unapplied Funds	Other Amt Applied	Fee Amt Applied	Fee Code	Fee Description	Fiserv Bill Category	Fiserv Bill Sub Category	Amt To Admin Adjust	Admin Adjust Desc	Amt To Deferred Int	Amt To Deferred Prin	Amt To Deferred Esc	Amt To Deferred Admin Fees	Amt To Deferred DRIVE xp Paid	Principal	Escrow	Unapplied	Late Charge	Other Amount	Fee Balance
	9/1/2009	9/25/2009		MISC POSTING	$ (20.00)	$ -	$ -	$ -	$ -	$ (20.00)	$ -	$ -												$ 112,907.50	$ 2,658.19	$ (913.90)	$ -		
	9/1/2009	9/25/2009		MISC POSTING	$ 263.00	$ 263.00	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,644.50	$ 2,658.19	$ (913.90)	$ -		
	9/1/2009	10/27/2009		MISC POSTING	$ 243.00	$ -	$ -	$ -	$ -	$ 243.00	$ -	$ -												$ 112,644.50	$ 2,658.19	$ (913.90)	$ -		
	9/1/2009	11/27/2009		MISC POSTING	$ (243.00)	$ -	$ -	$ -	$ -	$ (243.00)	$ -	$ -												$ 112,644.50	$ 2,658.19	$ (913.90)	$ -		
	9/1/2009	11/27/2009		MISC POSTING	$ 486.00	$ -	$ -	$ -	$ -	$ 486.00	$ -	$ -												$ 112,644.50	$ 2,658.19	$ (913.90)	$ -		
	9/1/2009	12/16/2009		COUNTY TAX PYMT	$ (629.51)	$ -	$ -	$ (629.51)	$ -	$ -	$ -	$ -												$ 112,644.50	$ 2,028.68	$ (913.90)	$ -		
	9/1/2009	1/12/2010		MISC POSTING	$ 243.00	$ -	$ -	$ -	$ -	$ 243.00	$ -	$ -												$ 112,644.50	$ 2,028.68	$ (913.90)	$ -		
	9/1/2009	2/10/2010		MISC POSTING	$ 243.00	$ -	$ -	$ -	$ -	$ 243.00	$ -	$ -												$ 112,644.50	$ 2,028.68	$ (913.90)	$ -		
	9/1/2009	2/19/2010		MISC POSTING	$ (243.00)	$ -	$ -	$ -	$ -	$ (243.00)	$ -	$ -												$ 112,644.50	$ 2,028.68	$ (913.90)	$ -		
	9/1/2009	3/16/2010		MISC POSTING	$ 243.00	$ -	$ -	$ -	$ -	$ 243.00	$ -	$ -												$ 112,644.50	$ 2,028.68	$ (913.90)	$ -		
	9/1/2009	3/30/2010		MISC POSTING	$ 243.00	$ -	$ -	$ -	$ -	$ 243.00	$ -	$ -												$ 112,644.50	$ 2,028.68	$ (913.90)	$ -		
	10/1/2009	5/4/2010	Regular Payment	REGULAR PAYMENT	$ 1,215.00	$ 254.02	$540.76	$ 55.52	$ -	$ 364.70	$ -	$ -	NULL	NULL	NULL	NULL								$ 112,390.48	$ 2,084.20	$ (913.90)	$ -		
	10/1/2009	5/4/2010		MISC POSTING	$(1,215.00)	$ -	$ -	$ -	$ -	$(1,215.00)	$ -	$ -												$ 112,390.48	$ 2,084.20	$ (913.90)	$ -		
		12/14/2010		NONE	$ (750.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (750.00)												$ 112,390.48	$ 2,084.20	$ (913.90)	$ -		
		12/14/2010		NONE	$ (150.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (150.00)												$ 112,390.48	$ 2,084.20	$ (913.90)	$ -		
		12/14/2010		NONE	$ (285.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (285.00)												$ 112,390.48	$ 2,084.20	$ (913.90)	$ -		
		12/14/2010		NONE	$ (225.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (225.00)												$ 112,390.48	$ 2,084.20	$ (913.90)	$ -		
	10/1/2009	12/21/2010		COUNTY TAX PYMT	$ (413.71)	$ -	$ -	$ (413.71)	$ -	$ -	$ -	$ -												$ 112,390.48	$ 1,670.49	$ (913.90)	$ -		
		1/9/2011		NONE	$ (15.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (15.00)												$ 112,390.48	$ 1,670.49	$ (913.90)	$ -		
		2/16/2011		NONE	$ (14.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (14.00)												$ 112,390.48	$ 1,670.49	$ (913.90)	$ -		
		5/9/2011		NONE	$ (14.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (14.00)												$ 112,390.48	$ 1,670.49	$ (913.90)	$ -		
	10/1/2009	7/7/2011		MISC POSTING	$ -	$ -	$ -	$ 364.70	$ -	$ (364.70)	$ -	$ -												$ 112,390.48	$ 2,035.19	$ (913.90)	$ -		
		7/12/2011		NONE	$ (14.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (14.00)												$ 112,390.48	$ 2,035.19	$ (913.90)	$ -		
		8/27/2011		NONE	$ (14.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (14.00)												$ 112,390.48	$ 2,035.19	$ (913.90)	$ -		
		10/12/2011		NONE	$ (14.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (14.00)												$ 112,390.48	$ 2,035.19	$ (913.90)	$ -		
		11/18/2011		NONE	$ (14.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (14.00)												$ 112,390.48	$ 2,035.19	$ (913.90)	$ -		
	10/1/2009	12/9/2011		COUNTY TAX PYMT	$ (436.23)	$ -	$ -	$ (436.23)	$ -	$ -	$ -	$ -												$ 112,390.48	$ 1,598.96	$ (913.90)	$ -		
		1/10/2012		NONE	$ (14.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (14.00)												$ 112,390.48	$ 1,598.96	$ (913.90)	$ -		
		2/8/2012		NONE	$ (25.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (25.00)												$ 112,390.48	$ 1,598.96	$ (913.90)	$ -		
		2/13/2012		NONE	$ (14.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (14.00)												$ 112,390.48	$ 1,598.96	$ (913.90)	$ -		
		4/4/2012		NONE	$ (14.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (14.00)												$ 112,390.48	$ 1,598.96	$ (913.90)	$ -		
		5/8/2012		NONE	$ (14.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (14.00)												$ 112,390.48	$ 1,598.96	$ (913.90)	$ -		
		5/15/2012		NONE	$ (25.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (25.00)												$ 112,390.48	$ 1,598.96	$ (913.90)	$ -		
		6/23/2012		NONE	$ (3.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (3.00)												$ 112,390.48	$ 1,598.96	$ (913.90)	$ -		
	10/1/2009	12/5/2012		COUNTY TAX PYMT	$ (412.74)	$ -	$ -	$ (412.74)	$ -	$ -	$ -	$ -												$ 112,390.48	$ 1,186.22	$ (913.90)	$ -		

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Caliber	Paid to date	Date	Name	Description	Amount	Principal	Interest	Escrow	Late Charge	Unapplied Funds	Other Amt Applied	Fee Amt Applied	Fee Code	Fee Description	Fiserv Bill Category	Fiserv Bill Sub Category	Amt To Admin Adjust	Admin Adjust Desc	Amt To Deferred Int	Amt To Deferred Prin	Amt To Deferred Esc	Amt To Deferred Admin Fees	Amt To Deferred DRMExp Paid	Principal	Escrow	Unapplied	Late Charge	Other Amount	Fee Balance
		4/30/2013		Disbursement:Insurance Only	$ (750.00)	$ -	$ -	$ (750.00)	$ -	$ -	$ -	$ -												$ 112,390.48	$ 436.22		$ (913.90)	$ -	
		4/30/2013		Disbursement:Insurance Only	$ (3.00)	$ -	$ -	$ (3.00)	$ -	$ -	$ -	$ -												$ 112,390.48	$ 433.22		$ (913.90)	$ -	
		4/30/2013		Disbursement:Insurance Only	$ (14.00)	$ -	$ -	$ (14.00)	$ -	$ -	$ -	$ -												$ 112,390.48	$ 419.22		$ (913.90)	$ -	
		4/30/2013		Disbursement:Insurance Only	$ (14.00)	$ -	$ -	$ (14.00)	$ -	$ -	$ -	$ -												$ 112,390.48	$ 405.22		$ (913.90)	$ -	
		4/30/2013		Disbursement:Insurance Only	$ (14.00)	$ -	$ -	$ (14.00)	$ -	$ -	$ -	$ -												$ 112,390.48	$ 391.22		$ (913.90)	$ -	
		4/30/2013		Disbursement:Insurance Only	$ (14.00)	$ -	$ -	$ (14.00)	$ -	$ -	$ -	$ -												$ 112,390.48	$ 377.22		$ (913.90)	$ -	
		4/30/2013		Disbursement:Insurance Only	$ (14.00)	$ -	$ -	$ (14.00)	$ -	$ -	$ -	$ -												$ 112,390.48	$ 363.22		$ (913.90)	$ -	
		4/30/2013		Disbursement:Insurance Only	$ (14.00)	$ -	$ -	$ (14.00)	$ -	$ -	$ -	$ -												$ 112,390.48	$ 349.22		$ (913.90)	$ -	
		4/30/2013		Disbursement:Insurance Only	$ (14.00)	$ -	$ -	$ (14.00)	$ -	$ -	$ -	$ -												$ 112,390.48	$ 335.22		$ (913.90)	$ -	
		4/30/2013		Disbursement:Insurance Only	$ (14.00)	$ -	$ -	$ (14.00)	$ -	$ -	$ -	$ -												$ 112,390.48	$ 321.22		$ (913.90)	$ -	
		4/30/2013		Disbursement:Insurance Only	$ (14.00)	$ -	$ -	$ (14.00)	$ -	$ -	$ -	$ -												$ 112,390.48	$ 307.22		$ (913.90)	$ -	
		4/30/2013		Disbursement:Insurance Only	$ (14.00)	$ -	$ -	$ (14.00)	$ -	$ -	$ -	$ -												$ 112,390.48	$ 293.22		$ (913.90)	$ -	
		4/30/2013		Disbursement:Insurance Only	$ (15.00)	$ -	$ -	$ (15.00)	$ -	$ -	$ -	$ -												$ 112,390.48	$ 278.22		$ (913.90)	$ -	
		4/30/2013		Disbursement:Insurance Only	$ (225.00)	$ -	$ -	$ (225.00)	$ -	$ -	$ -	$ -												$ 112,390.48	$ 53.22		$ (913.90)	$ -	
		4/30/2013		Disbursement:Insurance Only	$ (25.00)	$ -	$ -	$ (25.00)	$ -	$ -	$ -	$ -												$ 112,390.48	$ 28.22		$ (913.90)	$ -	
		4/30/2013		Disbursement:Insurance Only	$ (25.00)	$ -	$ -	$ (25.00)	$ -	$ -	$ -	$ -												$ 112,390.48	$ 3.22		$ (913.90)	$ -	
		4/30/2013		Disbursement:Insurance Only	$ (150.00)	$ -	$ -	$ (150.00)	$ -	$ -	$ -	$ -												$ 112,390.48	$ (146.78)		$ (913.90)	$ -	
		4/30/2013		Disbursement:Insurance Only	$ (235.00)	$ -	$ -	$ (235.00)	$ -	$ -	$ -	$ -												$ 112,390.48	$ (381.78)		$ (913.90)	$ -	
		4/30/2013		Disbursement:Escrow Only	$ (996.78)	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$ (381.78)		$ (913.90)	$ -	
		11/30/2013		Disbursement:Escrow Only	$ (409.38)	$ -	$ -	$ (409.38)	$ -	$ -	$ -	$ -												$ 112,390.48	$ (791.16)		$ (913.90)	$ -	
		9/29/2014		Disbursement:Insurance Only	$ (250.00)	$ -	$ -	$ (250.00)	$ -	$ -	$ -	$ -												$ 112,390.48	$(1,041.16)		$ (913.90)	$ -	
		9/29/2014		Disbursement:Insurance Only	$ (350.00)	$ -	$ -	$ (350.00)	$ -	$ -	$ -	$ -												$ 112,390.48	$(1,391.16)		$ (913.90)	$ -	
		12/2/2014		Disbursement:Escrow Only	$ (480.06)	$ -	$ -	$ (480.06)	$ -	$ -	$ -	$ -												$ 112,390.48	$(1,871.22)		$ (913.90)	$ -	

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Caliber	Paid to date	Date	Name	Description	Amount	Principal	Interest	Escrow	Late Charge	Unapplied Funds	Other Amt Applied	Fee Amt Applied	Fee Code	Fee Description	Fiserv Bill Category	Fiserv Bill Sub Category	Amt To Admin Adjust	Admin Adjust Desc	Amt To Deferred Int	Amt To Deferred Prin	Amt To Deferred Esc	Amt To Deferred Admin Fees	Amt To Deferred DRME xp Paid	Principal	Escrow	Unapplied	Late Charge	Other Amount	Fee Balance
																								$ 112,390.48	$(1,886.22)		$ (913.90)	$ -	
		9/29/2015		Disbursement:Insurance Only	$ (15.00)	$ -	$ -	$ (15.00)	$ -	$ -	$ -	$ -																	
	1/2015	12/16/2015	County Tax	COUNTY TAX	$ -	$ -	$ -	$ (573.00)	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
	1/2016	4/4/2016	Escrow Advance	ESCROW ADVANCE	$ 2,459.22	$ -	$ -	$ 2,459.22	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	INSP-FIELD ASSET SERV	INSP-FIELD ASSET SERV	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	BPOF-FNMAS71 CK#65561	BPOF-FNMAS71 CK#65561	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	INSP-FNMAS71 CK#65561	INSP-FNMAS71 CK#65561	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	INSP-FNMAS71 CK#65561	INSP-FNMAS71 CK#65561	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	AVMF-FNMAS71 CK#65561	AVMF-FNMAS71 CK#65561	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	INSP-FIELD ASSET SERV	INSP-FIELD ASSET SERV	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	APPR-CLAIM REIMB CA	APPR-CLAIM REIMB CA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	INSP-FIELD ASSET SERV	INSP-FIELD ASSET SERV	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	INSP-FIELD ASSET SERV	INSP-FIELD ASSET SERV	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	INSP-FNMAS71 CK#65561	INSP-FNMAS71 CK#65561	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	APPR-CLAIM REIMB CA	APPR-CLAIM REIMB CA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	APPR-CLAIM REIMB CA	APPR-CLAIM REIMB CA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	APPR-CLAIM REIMB CA	APPR-CLAIM REIMB CA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	APPR-CLAIM REIMB CA	APPR-CLAIM REIMB CA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	APPR-CLAIM REIMB CA	APPR-CLAIM REIMB CA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	APPR-CLAIM REIMB CA	APPR-CLAIM REIMB CA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	LPST-LPS DESKTOP INVO	LPST-LPS DESKTOP INVO	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	INSP--INSPECTION - EX	INSP--INSPECTION - EX	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 15.00												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	APPR-CLAIM REIMB CA	APPR-CLAIM REIMB CA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	INSP-FIELD ASSET SERV	INSP-FIELD ASSET SERV	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	APPR-CLAIM REIMB CA	APPR-CLAIM REIMB CA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	APPR-INSPECTION-OCCUP	APPR-INSPECTION-OCCUP	$ 14.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 14.00												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	INSP--INSPECTION - EX	INSP--INSPECTION - EX	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	INSP--INSPECTION - EX	INSP--INSPECTION - EX	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	INSP--INSPECTION - EX	INSP--INSPECTION - EX	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	

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Caliber	Paid to date	Date	Name	Description	Amount	Principal	Interest	Escrow	Late Charge	Unapplied Funds	Other Amt Applied	Fee Amt Applied	Fee Code	Fee Description	Fiserv Bill Category	Fiserv Bill Sub Category	Amt To Admin Adjust	Admin Adjust Desc	Amt To Deferred Int	Amt To Deferred Prin	Amt To Deferred Esc	Amt To Deferred Admin Fees	Amt To Deferred DRME xp Paid	Principal	Escrow	Unapplied	Late Charge	Other Amount	Fee Balance
																								$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	INSP--INSPECTION - EX	INSP--INSPECTION - EX	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	INSP-FIELD ASSET SERV	INSP-FIELD ASSET SERV	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	INSP-FIELD ASSET SERV	INSP-FIELD ASSET SERV	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	INSP--INSPECTION - EX	INSP--INSPECTION - EX	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	INSP-FIELD ASSET SERV	INSP-FIELD ASSET SERV	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	FCAT--ATTORNEY FEE-FO	FCAT--ATTORNEY FEE-FO	$ 281.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 281.00												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	INSP-FIELD ASSET SERV	INSP-FIELD ASSET SERV	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	INSP-FIELD ASSET SERV	INSP-FIELD ASSET SERV	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	INSP-FIELD ASSET SERV	INSP-FIELD ASSET SERV	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	AVMF-AVM	AVMF-AVM	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	INSP-FIELD ASSET SERV	INSP-FIELD ASSET SERV	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	INSP-FIELD ASSET SERV	INSP-FIELD ASSET SERV	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	AVMF-AVM	AVMF-AVM	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	FATR--FC COSTS - TITL	FATR--FC COSTS - TITL	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	INSP-FIELD ASSET SERV	INSP-FIELD ASSET SERV	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	APPR-INSPECTION-OCCUP	APPR-INSPECTION-OCCUP	$ 14.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 14.00												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	BPOF-BPO - DRIVE BY	BPOF-BPO - DRIVE BY	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	RCRD-FC CHRG NON CLM	RCRD-FC CHRG NON CLM	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	CERT-TITLE FEES	CERT-TITLE FEES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	APPR-INSPECTION-OCCUP	APPR-INSPECTION-OCCUP	$ 14.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 14.00												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	APPR-INSPECTION-OCCUP	APPR-INSPECTION-OCCUP	$ 14.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 14.00												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	APPR-INSPECTION-OCCUP	APPR-INSPECTION-OCCUP	$ 14.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 14.00												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	APPR-INSPECTION-OCCUP	APPR-INSPECTION-OCCUP	$ 14.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 14.00												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	APPR-CLAIM REIMB CA	APPR-CLAIM REIMB CA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	APPR-INSPECTION-OCCUP	APPR-INSPECTION-OCCUP	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	INSP-INSP OCC NONBWR	INSP-INSP OCC NONBWR	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	APPR-INSPECTION-OCCUP	APPR-INSPECTION-OCCUP	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/5/2016	APPR-INSPECTION-OCCUP	APPR-INSPECTION-OCCUP	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	

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Caliber	Paid to date	Date	Name	Description	Amount	Principal	Interest	Escrow	Late Charge	Unapplied Funds	Other Amt Applied	Fee Amt Applied	Fee Code	Fee Description	Fiserv Bill Category	Fiserv Bill Sub Category	Amt To Admin Adjust	Admin Adjust Desc	Amt To Deferred Int	Amt To Deferred Prin	Amt To Deferred Esc	Amt To Deferred Admin Fees	Amt To Deferred DRME xp Paid	Principal	Escrow	Late Charge Unapplied	Late Charge Other Amount	Fee Balance
		4/5/2016	APPR-INSPECTION-OCCUP	APPR-INSPECTION-OCCUP	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)	$ (913.90)	$ -	
		4/5/2016	APPR-INSPECTION-OCCUP	APPR-INSPECTION-OCCUP	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)	$ (913.90)	$ -	
		4/5/2016	ATTY-COURT COSTS	ATTY-COURT COSTS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)	$ (913.90)	$ -	
		4/5/2016	ATTY-COURT COSTS	ATTY-COURT COSTS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)	$ (913.90)	$ -	
		4/5/2016	ATTY-ATTORNEY/TRUSTEE	ATTY-ATTORNEY/TRUSTEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)	$ (913.90)	$ -	
		4/5/2016	APPR-INSPECTION-OCCUP	APPR-INSPECTION-OCCUP	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)	$ (913.90)	$ -	
		4/5/2016	ATTY-FILING FEES	ATTY-FILING FEES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)	$ (913.90)	$ -	
		4/5/2016	INSP-FIELD ASSET SERV	INSP-FIELD ASSET SERV	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)	$ (913.90)	$ -	
		4/5/2016	INSP-FIELD ASSET SERV	INSP-FIELD ASSET SERV	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)	$ (913.90)	$ -	
		4/5/2016	INSP-FIELD ASSET SERV	INSP-FIELD ASSET SERV	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)	$ (913.90)	$ -	
		4/5/2016	LPST-ISGN CORPORATION	LPST-ISGN CORPORATION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)	$ (913.90)	$ -	
		4/5/2016	INSP-FIELD ASSET SERV	INSP-FIELD ASSET SERV	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)	$ (913.90)	$ -	
		4/5/2016	INSP-FIELD ASSET SERV	INSP-FIELD ASSET SERV	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)	$ (913.90)	$ -	
		4/5/2016	INSP-FIELD ASSET SERV	INSP-FIELD ASSET SERV	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)	$ (913.90)	$ -	
		4/5/2016	INSP-FIELD ASSET SERV	INSP-FIELD ASSET SERV	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)	$ (913.90)	$ -	
		4/5/2016	INSP-FIELD ASSET SERV	INSP-FIELD ASSET SERV	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)	$ (913.90)	$ -	
		4/5/2016	INSP-INSP OCC NONBWR	INSP-INSP OCC NONBWR	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)	$ (913.90)	$ -	
		4/5/2016	MODF-HAMP - NOTICE TO	MODF-HAMP - NOTICE TO	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)	$ (913.90)	$ -	
		4/5/2016	INSP-INSP OCC NONBWR	INSP-INSP OCC NONBWR	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)	$ (913.90)	$ -	
		4/5/2016	AVMF-AVM	AVMF-AVM	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)	$ (913.90)	$ -	
		4/5/2016	INSP-FIELD ASSET SERV	INSP-FIELD ASSET SERV	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)	$ (913.90)	$ -	
		4/5/2016	INSP-FIELD ASSET SERV	INSP-FIELD ASSET SERV	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)	$ (913.90)	$ -	
		4/5/2016	INSP-FIELD ASSET SERV	INSP-FIELD ASSET SERV	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)	$ (913.90)	$ -	
		4/5/2016	INSP-INSP OCC NONBWR	INSP-INSP OCC NONBWR	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)	$ (913.90)	$ -	
		4/5/2016	INSP-INSP OCC NONBWR	INSP-INSP OCC NONBWR	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)	$ (913.90)	$ -	
		4/5/2016	INSP-INSP OCC NONBWR	INSP-INSP OCC NONBWR	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)	$ (913.90)	$ -	
		4/5/2016	ATTY-PROCESS SERVER	ATTY-PROCESS SERVER	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)	$ (913.90)	$ -	
		4/5/2016	INSP-FIELD ASSET SERV	INSP-FIELD ASSET SERV	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)	$ (913.90)	$ -	

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Caliber	Paid to date	Date	Name	Description	Amount	Principal	Interest	Escrow	Late Charge	Unapplied Funds	Other Amt Applied	Fee Amt Applied	Fee Code	Fee Description	Fiserv Bill Category	Fiserv Bill Sub Category	Amt To Admin Adjust	Admin Adjust Desc	Amt To Deferred Int	Amt To Deferred Prin	Amt To Deferred Esc	Amt To Deferred Admin Fees	Amt To Deferred DRMExp Paid	Principal	Escrow	Unapplied	Late Charge	Other Amount	Fee Balance
		4/15/2016	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
		4/15/2016	INSP-INSPECTION	INSP-INSPECTION	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 15.00												$ 112,390.48	$(2,459.22)		$ (913.90)	$ -	
	10/1/2009	4/16/2016	UNCOLLECTED INTEREST OR LATE CHARGE	LATE CHARGE ASSESSMENT	$ -	$ -	$ -	$ -	$ (39.74)	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 112,390.48	$(2,459.22)		$ (953.64)	$ -	
		4/29/2016	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(2,459.22)		$ (953.64)	$ -	
		4/29/2016	INSP-INSPECTION	INSP-INSPECTION	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 15.00												$ 112,390.48	$(2,459.22)		$ (953.64)	$ -	
	10/1/2009	5/16/2016	UNCOLLECTED INTEREST OR LATE CHARGE	LATE CHARGE ASSESSMENT	$ -	$ -	$ -	$ -	$ (39.74)	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 112,390.48	$(2,459.22)		$ (993.38)	$ -	
		5/24/2016	571E-052016 7105897	571E-052016 7105897	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (993.38)	$ -	
		5/24/2016	571E-052016 7105897	571E-052016 7105897	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$ (993.38)	$ -	
		6/3/2016	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(2,459.22)		$ (993.38)	$ -	
		6/3/2016	INSP-INSPECTION	INSP-INSPECTION	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 15.00												$ 112,390.48	$(2,459.22)		$ (993.38)	$ -	
	10/1/2009	6/16/2016	UNCOLLECTED INTEREST OR LATE CHARGE	LATE CHARGE ASSESSMENT	$ -	$ -	$ -	$ -	$ (39.74)	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 112,390.48	$(2,459.22)		$(1,033.12)	$ -	
		6/20/2016	571E-061316 7120655	571E-061316 7120655	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$(1,033.12)	$ -	
		6/20/2016	571E-061316 7120655	571E-061316 7120655	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$(1,033.12)	$ -	
		6/20/2016	571E-061316 7120655	571E-061316 7120655	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$(1,033.12)	$ -	
		6/20/2016	571E-061316 7120655	571E-061316 7120655	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$(1,033.12)	$ -	
		7/1/2016	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(2,459.22)		$(1,033.12)	$ -	
		7/1/2016	INSP-INSPECTION	INSP-INSPECTION	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 15.00												$ 112,390.48	$(2,459.22)		$(1,033.12)	$ -	
	10/1/2009	7/16/2016	UNCOLLECTED INTEREST OR LATE CHARGE	LATE CHARGE ASSESSMENT	$ -	$ -	$ -	$ -	$ (39.74)	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 112,390.48	$(2,459.22)		$(1,072.86)	$ -	
		7/29/2016	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(2,459.22)		$(1,072.86)	$ -	
		7/29/2016	INSP-INSPECTION	INSP-INSPECTION	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 15.00												$ 112,390.48	$(2,459.22)		$(1,072.86)	$ -	
	10/1/2009	8/16/2016	UNCOLLECTED INTEREST OR LATE CHARGE	LATE CHARGE ASSESSMENT	$ -	$ -	$ -	$ -	$ (39.74)	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 112,390.48	$(2,459.22)		$(1,112.60)	$ -	
		9/14/2016	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(2,459.22)		$(1,112.60)	$ -	
		9/14/2016	INSP-INSPECTION	INSP-INSPECTION	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 15.00												$ 112,390.48	$(2,459.22)		$(1,112.60)	$ -	

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Caliber	Paid to date	Date	Name	Description	Amount	Principal	Interest	Escrow	Late Charge	Unapplied Funds	Other Amt Applied	Fee Amt Applied	Fee Code	Fee Description	Fiserv Bill Category	Fiserv Bill Sub Category	Amt To Admin Adjust	Admin Adjust Desc	Amt To Deferred Int	Amt To Deferred Prin	Amt To Deferred Esc	Amt To Deferred Admin Fees	Amt To Deferred DRIVE Xp Paid	Principal	Escrow	Unapplied	Late Charge	Other Amount	Fee Balance
	1/2009	9/16/2016	UNCOLLECTED INTEREST OR LATE CHARGE	LATE CHARGE ASSESSMENT	$ -	$ -	$ -	$ -	$ (39.74)	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 112,390.48	$(2,459.22)		$(1,152.34)	$ -	
		9/30/2016	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(2,459.22)		$(1,152.34)	$ -	
		9/30/2016	INSP-INSPECTION	INSP-INSPECTION	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 15.00												$ 112,390.48	$(2,459.22)		$(1,152.34)	$ -	
		10/14/2016	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 630.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(2,459.22)		$(1,152.34)	$ -	
		10/14/2016	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 270.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(2,459.22)		$(1,152.34)	$ -	
		10/14/2016	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 270.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(2,459.22)		$(1,152.34)	$ -	
		10/14/2016	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 225.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(2,459.22)		$(1,152.34)	$ -	
		10/14/2016	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 135.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(2,459.22)		$(1,152.34)	$ -	
		10/14/2016	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 90.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(2,459.22)		$(1,152.34)	$ -	
		10/14/2016	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 90.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(2,459.22)		$(1,152.34)	$ -	
		10/14/2016	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 45.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(2,459.22)		$(1,152.34)	$ -	
		10/14/2016	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 25.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(2,459.22)		$(1,152.34)	$ -	
		10/14/2016	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 25.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(2,459.22)		$(1,152.34)	$ -	
		10/14/2016	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 25.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(2,459.22)		$(1,152.34)	$ -	
		10/14/2016	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 90.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 90.00												$ 112,390.48	$(2,459.22)		$(1,152.34)	$ -	
		10/14/2016	COCT-COURT COSTS	COCT-COURT COSTS	$ 25.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 25.00												$ 112,390.48	$(2,459.22)		$(1,152.34)	$ -	
		10/14/2016	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 90.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 90.00												$ 112,390.48	$(2,459.22)		$(1,152.34)	$ -	
		10/14/2016	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 135.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 135.00												$ 112,390.48	$(2,459.22)		$(1,152.34)	$ -	
		10/14/2016	COCT-COURT COSTS	COCT-COURT COSTS	$ 25.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 25.00												$ 112,390.48	$(2,459.22)		$(1,152.34)	$ -	
		10/14/2016	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 270.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 270.00												$ 112,390.48	$(2,459.22)		$(1,152.34)	$ -	
		10/14/2016	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 270.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 270.00												$ 112,390.48	$(2,459.22)		$(1,152.34)	$ -	
		10/14/2016	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 630.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 630.00												$ 112,390.48	$(2,459.22)		$(1,152.34)	$ -	

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Caliber	Paid to date	Date	Name	Description	Amount	Principal	Interest	Escrow	Late Charge	Unapplied Funds	Other Amt Applied	Fee Amt Applied	Fee Code	Fee Description	Fiserv Bill Category	Fiserv Bill Sub Category	Amt To Admin Adjust	Admin Adjust Desc	Amt To Deferred Int	Amt To Deferred Prin	Amt To Deferred Esc	Amt To Deferred Admin Fees	Amt To Deferred DRMExp Paid	Principal	Escrow	Unapplied	Late Charge	Other Amount	Fee Balance
		10/14/2016	COCT-COURT COSTS	COCT-COURT COSTS	$ 25.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 25.00												$ 112,390.48	$(2,459.22)		$(1,152.34)	$ -	
		10/14/2016	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 45.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 45.00												$ 112,390.48	$(2,459.22)		$(1,152.34)	$ -	
		10/14/2016	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 225.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 225.00												$ 112,390.48	$(2,459.22)		$(1,152.34)	$ -	
	/1/2009	10/17/2016	UNCOLLECTED INTEREST OR LATE CHARGE	LATE CHARGE ASSESSMENT	$ -	$ -	$ -	$ -	$ (39.74)	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 112,390.48	$(2,459.22)		$(1,192.08)	$ -	
		10/19/2016	ATTY-101316 7199814	ATTY-101316 7199814	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$(1,192.08)	$ -	
		10/19/2016	ATTY-101316 7199814	ATTY-101316 7199814	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$(1,192.08)	$ -	
		10/19/2016	ATTY-101316 7199814	ATTY-101316 7199814	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$(1,192.08)	$ -	
		10/19/2016	ATTY-101316 7199814	ATTY-101316 7199814	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$(1,192.08)	$ -	
		10/19/2016	ATTY-101316 7199814	ATTY-101316 7199814	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$(1,192.08)	$ -	
		10/19/2016	ATTY-101316 7199814	ATTY-101316 7199814	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$(1,192.08)	$ -	
		10/19/2016	ATTY-101316 7199814	ATTY-101316 7199814	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$(1,192.08)	$ -	
		10/19/2016	ATTY-101316 7199814	ATTY-101316 7199814	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$(1,192.08)	$ -	
		10/19/2016	ATTY-101316 7199814	ATTY-101316 7199814	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$(1,192.08)	$ -	
		10/19/2016	ATTY-101316 7199814	ATTY-101316 7199814	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$(1,192.08)	$ -	
		10/28/2016	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(2,459.22)		$(1,192.08)	$ -	
		10/28/2016	INSP-INSPECTION	INSP-INSPECTION	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 15.00												$ 112,390.48	$(2,459.22)		$(1,192.08)	$ -	
	/1/2009	11/16/2016	UNCOLLECTED INTEREST OR LATE CHARGE	LATE CHARGE ASSESSMENT	$ -	$ -	$ -	$ -	$ (39.74)	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 112,390.48	$(2,459.22)		$(1,231.82)	$ -	
		11/28/2016	INSP-112316 7225336	INSP-112316 7225336	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$(1,231.82)	$ -	
		11/28/2016	INSP-112316 7225336	INSP-112316 7225336	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$(1,231.82)	$ -	
		11/28/2016	INSP-112316 7225336	INSP-112316 7225336	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$(1,231.82)	$ -	
		11/28/2016	INSP-112316 7225336	INSP-112316 7225336	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$(1,231.82)	$ -	
		11/28/2016	INSP-112316 7225336	INSP-112316 7225336	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$(1,231.82)	$ -	
		11/28/2016	INSP-112316 7225336	INSP-112316 7225336	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$(1,231.82)	$ -	
		11/28/2016	INSP-112316 7225336	INSP-112316 7225336	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$(1,231.82)	$ -	
		11/28/2016	INSP-112316 7225336	INSP-112316 7225336	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$(1,231.82)	$ -	
		11/28/2016	INSP-112316 7225336	INSP-112316 7225336	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$(1,231.82)	$ -	
		11/28/2016	INSP-112316 7225336	INSP-112316 7225336	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$(1,231.82)	$ -	
		11/28/2016	INSP-112316 7225336	INSP-112316 7225336	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$(1,231.82)	$ -	
		11/28/2016	INSP-112316 7225336	INSP-112316 7225336	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$(1,231.82)	$ -	
		11/29/2016	INSP-112316 7225336	INSP-112316 7225336	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$(1,231.82)	$ -	
		11/29/2016	INSP-112316 7225336	INSP-112316 7225336	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$(1,231.82)	$ -	
		11/29/2016	INSP-112316 7225336	INSP-112316 7225336	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$(1,231.82)	$ -	

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Caliber	Paid to date	Date	Name	Description	Amount	Principal	Interest	Escrow	Late Charge	Unapplied Funds	Other Amt Applied	Fee Amt Applied	Fee Code	Fee Description	Fiserv Bill Category	Fiserv Bill Sub Category	Amt To Admin Adjust	Admin Adjus Desc	Amt To Deferred Int	Amt To Deferred Prin	Amt To Deferred Esc	Amt To Deferred Admin Fees	Amt To Deferred DRMExp Paid	Principal	Escrow	Unapplied	Late Charge	Other Amount	Fee Balance
																								$ 112,390.48	$(2,459.22)		$(1,231.82)	$ -	
		11/29/2016	INSP-112316 7225336	INSP-112316 7225336	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$(1,231.82)	$ -	
		11/29/2016	INSP-112316 7225336	INSP-112316 7225336	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$(1,231.82)	$ -	
		11/29/2016	INSP-112316 7225336	INSP-112316 7225336	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(2,459.22)		$(1,231.82)	$ -	
		12/5/2016	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(2,459.22)		$(1,231.82)	$ -	
		12/5/2016	INSP-INSPECTION	INSP-INSPECTION	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 15.00												$ 112,390.48	$(2,459.22)		$(1,231.82)	$ -	
	1/1/2009	12/9/2016	Escrow Advance	ESCROW ADVANCE	$ 553.24	$ -	$ -	$ 553.24	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 112,390.48	$(3,012.46)		$(1,231.82)	$ -	
	1/1/2016	12/9/2016	County Tax	COUNTY TAX	$ (553.24)	$ -	$ -	$ (553.24)	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 112,390.48	$(3,012.46)		$(1,231.82)	$ -	
		12/12/2016	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 3.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,012.46)		$(1,231.82)	$ -	
		12/12/2016	LPST-LPS TECHNICL FEE	LPST-LPS TECHNICL FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,012.46)		$(1,231.82)	$ -	
	1/1/2009	12/16/2016	UNCOLLECTED INTEREST OR LATE CHARGE	LATE CHARGE ASSESSMENT	$ -	$ -	$ -	$ -	$ (39.74)	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 112,390.48	$(3,012.46)		$(1,271.56)	$ -	
		1/11/2017	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,012.46)		$(1,271.56)	$ -	
		1/11/2017	INSP-INSPECTION	INSP-INSPECTION	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 15.00												$ 112,390.48	$(3,012.46)		$(1,311.30)	$ -	
	1/1/2009	1/17/2017	UNCOLLECTED INTEREST OR LATE CHARGE	LATE CHARGE ASSESSMENT	$ -	$ -	$ -	$ -	$ (39.74)	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 112,390.48	$(3,012.46)		$(1,311.30)	$ -	
		1/30/2017	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,012.46)		$(1,311.30)	$ -	
		1/30/2017	INSP-INSPECTION	INSP-INSPECTION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,012.46)		$(1,311.30)	$ -	
		2/1/2017	S71E-010917 7251316	S71E-010917 7251316	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,012.46)		$(1,311.30)	$ -	
		2/1/2017	S71E-010917 7251316	S71E-010917 7251316	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,012.46)		$(1,311.30)	$ -	
		2/1/2017	S71E-010917 7251316	S71E-010917 7251316	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,012.46)		$(1,311.30)	$ -	
		2/1/2017	S71E-010917 7251316	S71E-010917 7251316	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,012.46)		$(1,311.30)	$ -	
		2/1/2017	S71E-010917 7251316	S71E-010917 7251316	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,012.46)		$(1,311.30)	$ -	
		2/1/2017	S71E-010917 7251316	S71E-010917 7251316	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,012.46)		$(1,311.30)	$ -	
	1/1/2009	2/16/2017	UNCOLLECTED INTEREST OR LATE CHARGE	LATE CHARGE ASSESSMENT	$ -	$ -	$ -	$ -	$ (39.74)	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 112,390.48	$(3,012.46)		$(1,351.04)	$ -	
		2/24/2017	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,012.46)		$(1,351.04)	$ -	
		2/24/2017	INSP-INSPECTION	INSP-INSPECTION	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 15.00												$ 112,390.48	$(3,012.46)		$(1,231.82)	$ -	
	10/1/2009	2/28/2017	Late Charge Waiver using a Late Charge Waiver Reason Code	FEE/LATE CHARGE ADJUSTMENT	$ -	$ -	$ -	$ -	$ 119.22	$ -	$ -	$ -	NULL	NULL	NULL	NULL														

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Caliber	Paid to date	Date	Name	Description	Amount	Principal	Interest	Escrow	Late Charge	Unapplied Funds	Other Amt Applied	Fee Amt Applied	Fee Code	Fee Description	Fiserv Bill Category	Fiserv Bill Sub Category	Amt To Admin Adjust	Admin Adjust Desc	Amt To Deferred Int	Amt To Deferred Prin	Amt To Deferred Esc	Amt To Deferred Admin Fees	Amt To Deferred DRMExp Paid	Principal	Escrow	Unapplied	Late Charge	Other Amount	Fee Balance
	/1/2009	3/16/2017	UNCOLLECTED INTEREST OR LATE CHARGE	LATE CHARGE ASSESSMENT	$ -	$ -	$ -	$ -	$ (39.74)	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 112,390.48	$(3,012.46)		$(1,271.56)		$ -
		3/31/2017	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,012.46)		$(1,271.56)		$ -
		3/31/2017	INSP-INSPECTION	INSP-INSPECTION	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 15.00												$ 112,390.48	$(3,012.46)		$(1,271.56)		$ -
	/1/2009	4/17/2017	UNCOLLECTED INTEREST OR LATE CHARGE	LATE CHARGE ASSESSMENT	$ -	$ -	$ -	$ -	$ (39.74)	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 112,390.48	$(3,012.46)		$(1,311.30)		$ -
		5/4/2017	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,012.46)		$(1,311.30)		$ -
		5/4/2017	INSP-INSPECTION	INSP-INSPECTION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,012.46)		$(1,311.30)		$ -
		5/25/2017	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 3.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,012.46)		$(1,311.30)		$ -
		5/25/2017	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 3.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,012.46)		$(1,311.30)		$ -
		5/25/2017	LPST-LPS TECHNICL FEE	LPST-LPS TECHNICL FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,012.46)		$(1,311.30)		$ -
		5/25/2017	LPST-LPS TECHNICL FEE	LPST-LPS TECHNICL FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,012.46)		$(1,311.30)		$ -
		5/26/2017	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,012.46)		$(1,311.30)		$ -
		5/26/2017	INSP-INSPECTION	INSP-INSPECTION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,012.46)		$(1,311.30)		$ -
		5/27/2017	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 3.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,012.46)		$(1,311.30)		$ -
		5/27/2017	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 3.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,012.46)		$(1,311.30)		$ -
		5/27/2017	LPST-LPS TECHNICL FEE	LPST-LPS TECHNICL FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,012.46)		$(1,311.30)		$ -
		5/27/2017	LPST-LPS TECHNICL FEE	LPST-LPS TECHNICL FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,012.46)		$(1,311.30)		$ -
		7/3/2017	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,012.46)		$(1,311.30)		$ -
		7/3/2017	INSP-INSPECTION	INSP-INSPECTION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,012.46)		$(1,311.30)		$ -
		8/23/2017	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,012.46)		$(1,311.30)		$ -
		8/23/2017	INSP-INSPECTION	INSP-INSPECTION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,012.46)		$(1,311.30)		$ -
		8/30/2017	RCRD-080417 7384705	RCRD-080417 7384705	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,012.46)		$(1,311.30)		$ -

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Caliber	Paid to date	Date	Name	Description	Amount	Principal	Interest	Escrow	Late Charge	Unapplied Funds	Other Amt Applied	Fee Amt Applied	Fee Code	Fee Description	Fiserv Bill Category	Fiserv Bill Sub Category	Amt To Admin Adjust	Admin Adjust Desc	Amt To Deferred Int	Amt To Deferred Prin	Amt To Deferred Esc	Amt To Deferred Admin Fees	Amt To Deferred DRMExp Paid	Principal	Escrow	Unapplied	Late Charge	Other Amount	Fee Balance
		8/30/2017	APPR-080417 7384705	APPR-080417 7384705	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,012.46)		$(1,311.30)	$ -	
		8/30/2017	RCRD-080417 7384705	RCRD-080417 7384705	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,012.46)		$(1,311.30)	$ -	
		8/30/2017	CERT-080417 7384705	CERT-080417 7384705	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,012.46)		$(1,311.30)	$ -	
		8/30/2017	CERT-080417 7384705	CERT-080417 7384705	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,012.46)		$(1,311.30)	$ -	
		8/30/2017	APPR-080417 7384705	APPR-080417 7384705	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,012.46)		$(1,311.30)	$ -	
		8/31/2017	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,012.46)		$(1,311.30)	$ -	
		8/31/2017	INSP-INSPECTION	INSP-INSPECTION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,012.46)		$(1,311.30)	$ -	
		10/16/2017	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,012.46)		$(1,311.30)	$ -	
		10/16/2017	INSP-INSPECTION	INSP-INSPECTION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,012.46)		$(1,311.30)	$ -	
		10/26/2017	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,012.46)		$(1,311.30)	$ -	
		10/26/2017	INSP-INSPECTION	INSP-INSPECTION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,012.46)		$(1,311.30)	$ -	
		11/20/2017	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,012.46)		$(1,311.30)	$ -	
		11/20/2017	INSP-INSPECTION	INSP-INSPECTION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,012.46)		$(1,311.30)	$ -	
	10/1/2009	12/13/2017	Escrow Advance	ESCROW ADVANCE	$ 575.19	$ -	$ -	$ 575.19	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 112,390.48	$(3,012.46)		$(1,311.30)	$ -	
	11/1/2017	12/13/2017	County Tax	COUNTY TAX	$ (575.19)	$ -	$ -	$ (575.19)	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 112,390.48	$(3,587.65)		$(1,311.30)	$ -	
	10/1/2009	12/16/2017	UNCOLLECTED INTEREST OR LATE CHARGE	LATE CHARGE ASSESSMENT	$ -	$ -	$ -	$ -	$ (39.74)	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		2/2/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		2/2/2018	INSP-INSPECTION	INSP-INSPECTION	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 15.00												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		3/2/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 3.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		3/2/2018	LPST-LPS TECHNICL FEE	LPST-LPS TECHNICL FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		4/25/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 3.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		4/25/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 3.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		4/25/2018	LPST-LPS TECHNICL FEE	LPST-LPS TECHNICL FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	

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Caliber	Paid to date	Date	Name	Description	Amount	Principal	Interest	Escrow	Late Charge	Unapplied Funds	Other Amt Applied	Fee Amt Applied	Fee Code	Fee Description	Fiserv Bill Category	Fiserv Bill Sub Category	Amt To Admin Adjust	Admin Adjust Desc	Amt To Deferred Int	Amt To Deferred Prin	Amt To Deferred Esc	Amt To Deferred Admin Fees	Amt To Deferred DRMExp Paid	Principal	Escrow	Unapplied	Late Charge	Other Amount	Fee Balance
		4/25/2018	LPST-LPS TECHNICL FEE	LPST-LPS TECHNICL FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		4/26/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 3.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous									$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		4/26/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 3.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous									$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		4/26/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 3.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous									$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		4/26/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 3.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous									$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		4/26/2018	LPST-LPS TECHNICL FEE	LPST-LPS TECHNICL FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		4/26/2018	LPST-LPS TECHNICL FEE	LPST-LPS TECHNICL FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		4/26/2018	LPST-LPS TECHNICL FEE	LPST-LPS TECHNICL FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		4/26/2018	LPST-LPS TECHNICL FEE	LPST-LPS TECHNICL FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		5/2/2018	BKCR-RCLS CORP ADV WO	BKCR-RCLS CORP ADV WO	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		5/2/2018	APPR-RCLS CORP ADV WO	APPR-RCLS CORP ADV WO	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		5/2/2018	BKCR-RCLS CORP ADV WO	BKCR-RCLS CORP ADV WO	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		5/2/2018	BKCR-RCLS CORP ADV WO	BKCR-RCLS CORP ADV WO	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		5/2/2018	BKCR-RCLS CORP ADV WO	BKCR-RCLS CORP ADV WO	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		5/2/2018	CERT-RCLS CORP ADV WO	CERT-RCLS CORP ADV WO	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		5/2/2018	ATTY-RCLS CORP ADV WO	ATTY-RCLS CORP ADV WO	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		5/2/2018	BKCR-RCLS CORP ADV WO	BKCR-RCLS CORP ADV WO	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		5/2/2018	FATR-RCLS CORP ADV WO	FATR-RCLS CORP ADV WO	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		5/2/2018	INSP-RCLS CORP ADV WO	INSP-RCLS CORP ADV WO	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		5/8/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 25.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous									$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		5/8/2018	LPST-LPS TECHNICL FEE	LPST-LPS TECHNICL FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	

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Caliber	Paid to date	Date	Name	Description	Amount	Principal	Interest	Escrow	Late Charge	Unapplied Funds	Other Amt Applied	Fee Amt Applied	Fee Code	Fee Description	Fiserv Bill Category	Fiserv Bill Sub Category	Amt To Admin Adjust	Admin Adjust Desc	Amt To Deferred Int	Amt To Deferred Prin	Amt To Deferred Esc	Amt To Deferred Admin Fees	Amt To Deferred DRIME xp Paid	Principal	Escrow	Unapplied	Late Charge	Other Amount	Fee Balance
		6/11/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 3.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		6/11/2018	LPST-LPS TECHNICL FEE	LPST-LPS TECHNICL FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		6/13/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 5.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		6/13/2018	LPST-LPS TECHNICL FEE	LPST-LPS TECHNICL FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		6/15/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 125.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		6/15/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 3.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		6/15/2018	LPST-LPS TECHNICL FEE	LPST-LPS TECHNICL FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		6/15/2018	BKAT-BK ATTY FEES	BKAT-BK ATTY FEES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		6/19/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 250.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		6/19/2018	BKAT-BK ATTY FEES	BKAT-BK ATTY FEES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		6/20/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		6/20/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		6/20/2018	INSP-INSPECTION	INSP-INSPECTION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		6/20/2018	INSP-INSPECTION	INSP-INSPECTION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		6/27/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 500.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		6/27/2018	BKAT-BK ATTY FEES	BKAT-BK ATTY FEES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		6/28/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 3.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		6/28/2018	LPST-LPS TECHNICL FEE	LPST-LPS TECHNICL FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 322.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 322.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 268.75	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	

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Caliber	Paid to date	Date	Name	Description	Amount	Principal	Interest	Escrow	Late Charge	Unapplied Funds	Other Amt Applied	Fee Amt Applied	Fee Code	Fee Description	Fiserv Bill Category	Fiserv Bill Sub Category	Amt To Admin Adjust	Admin Adjust Desc	Amt To Deferred Int	Amt To Deferred Prin	Amt To Deferred Esc	Amt To Deferred Admin Fees	Amt To Deferred DRMExp Paid	Principal	Escrow	Unapplied	Late Charge	Other Amount	Fee Balance
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 215.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)		$ -
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 215.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)		$ -
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 215.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)		$ -
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 161.25	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)		$ -
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 161.25	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)		$ -
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 107.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)		$ -
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 107.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)		$ -
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 107.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)		$ -
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 107.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)		$ -
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 107.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)		$ -
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 107.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)		$ -
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 107.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)		$ -
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 107.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)		$ -
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 107.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)		$ -
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 107.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)		$ -
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 107.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)		$ -
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 107.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)		$ -

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Caliber	Paid to date	Date	Name	Description	Amount	Principal	Interest	Escrow	Late Charge	Unapplied Funds	Other Amt Applied	Fee Amt Applied	Fee Code	Fee Description	Fiserv Bill Category	Fiserv Bill Sub Category	Amt To Admin Adjust	Admin Adjust Desc	Amt To Deferred Int	Amt To Deferred Prin	Amt To Deferred Esc	Amt To Deferred Admin Fees	Amt To Deferred DRME xp Paid	Principal	Escrow	Unapplied	Late Charge	Other Amount	Fee Balance
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 107.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)	$(1,351.04)	$ -		
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 107.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)	$(1,351.04)	$ -		
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 64.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)	$(1,351.04)	$ -		
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 53.75	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)	$(1,351.04)	$ -		
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 53.75	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)	$(1,351.04)	$ -		
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 53.75	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)	$(1,351.04)	$ -		
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 53.75	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)	$(1,351.04)	$ -		
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 53.75	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)	$(1,351.04)	$ -		
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 53.75	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)	$(1,351.04)	$ -		
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 53.75	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)	$(1,351.04)	$ -		
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 53.75	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)	$(1,351.04)	$ -		
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 43.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)	$(1,351.04)	$ -		
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 21.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)	$(1,351.04)	$ -		
		7/3/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 3.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)	$(1,351.04)	$ -		
		7/3/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 107.50	$ -	$ -	$ -	$ -	$ -	$ -	$ 107.50												$ 112,390.48	$(3,587.65)	$(1,351.04)	$ -		
		7/3/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 107.50	$ -	$ -	$ -	$ -	$ -	$ -	$ 107.50												$ 112,390.48	$(3,587.65)	$(1,351.04)	$ -		
		7/3/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 107.50	$ -	$ -	$ -	$ -	$ -	$ -	$ 107.50												$ 112,390.48	$(3,587.65)	$(1,351.04)	$ -		
		7/3/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 21.50	$ -	$ -	$ -	$ -	$ -	$ -	$ 21.50												$ 112,390.48	$(3,587.65)	$(1,351.04)	$ -		
		7/3/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 107.50	$ -	$ -	$ -	$ -	$ -	$ -	$ 107.50												$ 112,390.48	$(3,587.65)	$(1,351.04)	$ -		
		7/3/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 107.50	$ -	$ -	$ -	$ -	$ -	$ -	$ 107.50												$ 112,390.48	$(3,587.65)	$(1,351.04)	$ -		
		7/3/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 107.50	$ -	$ -	$ -	$ -	$ -	$ -	$ 107.50												$ 112,390.48	$(3,587.65)	$(1,351.04)	$ -		
		7/3/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 107.50	$ -	$ -	$ -	$ -	$ -	$ -	$ 107.50												$ 112,390.48	$(3,587.65)	$(1,351.04)	$ -		
		7/3/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 64.50	$ -	$ -	$ -	$ -	$ -	$ -	$ 64.50												$ 112,390.48	$(3,587.65)	$(1,351.04)	$ -		

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Caliber	Paid to date	Date	Name	Description	Amount	Principal	Interest	Escrow	Late Charge	Unapplied Funds	Other Amt Applied	Fee Amt Applied	Fee Code	Fee Description	Fiserv Bill Category	Fiserv Bill Sub Category	Amt To Admin Adjust	Admin Adjust Desc	Amt To Deferred Int	Amt To Deferred Prin	Amt To Deferred Esc	Amt To Deferred Admin Fees	Amt To Deferred DRMExp Paid	Principal	Escrow	Unapplied	Late Charge	Other Amount	Fee Balance
		7/3/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 53.75	$ -	$ -	$ -	$ -	$ -	$ -	$ 53.75												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/3/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 53.75	$ -	$ -	$ -	$ -	$ -	$ -	$ 53.75												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/3/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 53.75	$ -	$ -	$ -	$ -	$ -	$ -	$ 53.75												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/3/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 107.50	$ -	$ -	$ -	$ -	$ -	$ -	$ 107.50												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/3/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 53.75	$ -	$ -	$ -	$ -	$ -	$ -	$ 53.75												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/3/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 161.25	$ -	$ -	$ -	$ -	$ -	$ -	$ 161.25												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/3/2018	LPST-LPS TECHNICL FEE	LPST-LPS TECHNICL FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/3/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 53.75	$ -	$ -	$ -	$ -	$ -	$ -	$ 53.75												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/3/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 268.75	$ -	$ -	$ -	$ -	$ -	$ -	$ 268.75												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/3/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 53.75	$ -	$ -	$ -	$ -	$ -	$ -	$ 53.75												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/3/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 53.75	$ -	$ -	$ -	$ -	$ -	$ -	$ 53.75												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/3/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 43.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 43.00												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/3/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 107.50	$ -	$ -	$ -	$ -	$ -	$ -	$ 107.50												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/3/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 322.50	$ -	$ -	$ -	$ -	$ -	$ -	$ 322.50												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/3/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 107.50	$ -	$ -	$ -	$ -	$ -	$ -	$ 107.50												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/3/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 215.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 215.00												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/3/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 215.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 215.00												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/3/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 215.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 215.00												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/3/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 161.25	$ -	$ -	$ -	$ -	$ -	$ -	$ 161.25												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/3/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 107.50	$ -	$ -	$ -	$ -	$ -	$ -	$ 107.50												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/3/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 107.50	$ -	$ -	$ -	$ -	$ -	$ -	$ 107.50												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/3/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 107.50	$ -	$ -	$ -	$ -	$ -	$ -	$ 107.50												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/3/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 322.50	$ -	$ -	$ -	$ -	$ -	$ -	$ 322.50												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/5/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 350.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/5/2018	BKAT-BK ATTY FEES	BKAT-BK ATTY FEES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/11/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 161.25	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/11/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 161.25	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/11/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 107.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous								$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	

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Caliber	Paid to date	Date	Name	Description	Amount	Principal	Interest	Escrow	Late Charge	Unapplied Funds	Other Amt Applied	Fee Amt Applied	Fee Code	Fee Description	Fiserv Bill Category	Fiserv Bill Sub Category	Amt To Admin Adjust	Admin Adjust Desc	Amt To Deferred Int	Amt To Deferred Prin	Amt To Deferred Esc	Amt To Deferred Admin Fees	Amt To Deferred DRMExp Paid	Principal	Escrow	Unapplied	Late Charge	Other Amount	Fee Balance
																								$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/11/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 53.75	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other Miscellaneous														
		7/11/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 53.75	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other Miscellaneous														
		7/11/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 3.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other Miscellaneous														
		7/11/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 3.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other Miscellaneous														
		7/11/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 53.75	$ -	$ -	$ -	$ -	$ -	$ -	$ 53.75																	
		7/11/2018	LPST-LPS TECHNICL FEE	LPST-LPS TECHNICL FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -																	
		7/11/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 53.75	$ -	$ -	$ -	$ -	$ -	$ -	$ 53.75																	
		7/11/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 161.25	$ -	$ -	$ -	$ -	$ -	$ -	$ 161.25																	
		7/11/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 161.25	$ -	$ -	$ -	$ -	$ -	$ -	$ 161.25																	
		7/11/2018	LPST-LPS TECHNICL FEE	LPST-LPS TECHNICL FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -																	
		7/11/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 107.50	$ -	$ -	$ -	$ -	$ -	$ -	$ 107.50																	
		7/12/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 850.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other Miscellaneous														
		7/12/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 750.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other Miscellaneous														
		7/12/2018	BKAT-BK ATTY FEES	BKAT-BK ATTY FEES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -																	
		7/12/2018	BKAC-BK ATTY COSTS	BKAC-BK ATTY COSTS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -																	
		7/24/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 107.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other Miscellaneous														
		7/24/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 53.75	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other Miscellaneous														
		7/24/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 53.75	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other Miscellaneous														
		7/24/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 53.75	$ -	$ -	$ -	$ -	$ -	$ -	$ 53.75																	
		7/24/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 107.50	$ -	$ -	$ -	$ -	$ -	$ -	$ 107.50																	
		7/24/2018	FCAT-FC ATTY FEES	FCAT-FC ATTY FEES	$ 53.75	$ -	$ -	$ -	$ -	$ -	$ -	$ 53.75																	
		7/31/2018	CERT-080417 7384705	CERT-080417 7384705	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -																	
		7/31/2018	INSP-112316 7225336	INSP-112316 7225336	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -																	
		7/31/2018	INSP-112316 7225336	INSP-112316 7225336	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -																	
		7/31/2018	INSP-112316 7225336	INSP-112316 7225336	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -																	

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Caliber	Paid to date	Date	Name	Description	Amount	Principal	Interest	Escrow	Late Charge	Unapplied Funds	Other Amt Applied	Fee Amt Applied	Fee Code	Fee Description	Fiserv Bill Category	Fiserv Bill Sub Category	Amt To Admin Adjust	Admin Adjust Desc	Amt To Deferred Int	Amt To Deferred Prin	Amt To Deferred Esc	Amt To Deferred Admin Fees	Amt To Deferred DRME xp Paid	Principal	Escrow	Unapplied	Late Charge	Other Amount	Fee Balance
		7/31/2018	571E-010917 7251316	571E-010917 7251316	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/31/2018	571E-010917 7251316	571E-010917 7251316	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/31/2018	RCRD-080417 7384705	RCRD-080417 7384705	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/31/2018	RCRD-080417 7384705	RCRD-080417 7384705	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/31/2018	INSP-112316 7225336	INSP-112316 7225336	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/31/2018	APPR-080417 7384705	APPR-080417 7384705	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/31/2018	571E-052016 7105897	571E-052016 7105897	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/31/2018	APPR-080417 7384705	APPR-080417 7384705	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/31/2018	CERT-080417 7384705	CERT-080417 7384705	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/31/2018	BPOF-FNMA571 CK#65561	BPOF-FNMA571 CK#65561	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/31/2018	BPOF-FNMA571 CK#65561	BPOF-FNMA571 CK#65561	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/31/2018	AVMF-FNMA571 CK#65561	AVMF-FNMA571 CK#65561	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/31/2018	APPR-CLAIM REIMB CA	APPR-CLAIM REIMB CA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/31/2018	571E-061316 7120655	571E-061316 7120655	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/31/2018	AVMF-FNMA571 CK#65561	AVMF-FNMA571 CK#65561	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/31/2018	ATTY-101316 7199814	ATTY-101316 7199814	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/31/2018	INSP-FNMA571 CK#65561	INSP-FNMA571 CK#65561	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/31/2018	INSP-FNMA571 CK#65561	INSP-FNMA571 CK#65561	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/31/2018	571E-052016 7105897	571E-052016 7105897	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/31/2018	571E-061316 7120655	571E-061316 7120655	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/31/2018	ATTY-101316 7199814	ATTY-101316 7199814	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		7/31/2018	APPR-CLAIM REIMB CA	APPR-CLAIM REIMB CA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		8/15/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous									$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		8/15/2018	INSP-INSPECTION	INSP-INSPECTION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		9/1/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous									$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		9/1/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous									$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		9/1/2018	INSP-INSPECTION	INSP-INSPECTION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	

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Caliber	Paid to date	Date	Name	Description	Amount	Principal	Interest	Escrow	Late Charge	Unapplied Funds	Other Amt Applied	Fee Amt Applied	Fee Code	Fee Description	Fiserv Bill Category	Fiserv Bill Sub Category	Amt To Admin Adjust	Admin Adjust Desc	Amt To Deferred Int	Amt To Deferred Prin	Amt To Deferred Esc	Amt To Deferred Admin Fees	Amt To Deferred DRME xp Paid	Principal	Escrow	Unapplied	Late Charge	Other Amount	Fee Balance
		9/1/2018	INSP-INSPECTION	INSP-INSPECTION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		9/4/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 700.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous									$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		9/4/2018	BKAT-BK ATTY FEES	BKAT-BK ATTY FEES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		9/7/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 3.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous									$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		9/7/2018	Fees Billed	CORPORATE ADVANCE DISBURSEMENT	$ 3.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	36	CORP ADV 1 GENERAL	Other	Miscellaneous									$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		9/7/2018	LPST-LPS TECHNICL FEE	LPST-LPS TECHNICL FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
		9/7/2018	LPST-LPS TECHNICL FEE	LPST-LPS TECHNICL FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -												$ 112,390.48	$(3,587.65)		$(1,351.04)	$ -	
	10/1/2009	9/12/2018	Late Charge Waiver using a Late Charge Waiver Reason Code	FEE/LATE CHARGE ADJUSTMENT	$ -	$ -	$ -	$ -	$ 675.52	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 112,390.48	$(3,587.65)		$ (675.52)	$ -	
	10/1/2009	9/12/2018	Service Release	LOAN TRANSFERRED	$ -	$ 112,390.48	$ -	$ 3,587.65	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 112,390.48	$(3,587.65)		$ (675.52)	$ -	
	10/1/2009	9/12/2018	Escrow Advance Refund	REPAY OF ESCROW ADVANCE	$ -	$ -	$ -	$(3,587.65)	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL								$ 112,390.48	$(3,587.65)		$ (675.52)	$ -	
	10/1/2009	9/18/2018	Administrative Adjustment		$ -	$ -	$ -	$ -	$(675.52)	$ -	$ -	$ -	NULL	NULL	NULL	NULL	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$7,049.00
	10/1/2009	9/18/2018	UNCOLLECTED INTEREST OR LATE CHARGE		$ -	$ -	$ -	$ -	$(675.52)	$ -	$ -	$ -	NULL	NULL	NULL	NULL	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$7,049.00
	10/1/2009	9/18/2018	Administrative Adjustment		$ -	$ -	$ -	$ -	$(675.52)	$ -	$ -	$ -	NULL	NULL	NULL	NULL	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$7,049.00
	10/1/2009	9/18/2018	Administrative Adjustment		$ -	$ -	$ -	$(3,587.65)	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$7,049.00
	10/1/2009	9/18/2018	Administrative Adjustment		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$7,049.00
	10/1/2009	9/18/2018	UNCOLLECTED INTEREST OR LATE CHARGE		$ -	$ -	$ -	$ -	$ (79.46)	$ -	$ -	$ -	NULL	NULL	NULL	NULL	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$7,049.00
	10/1/2009	9/18/2018	Administrative Adjustment		$ -	$ -	$ -	$ -	$ (79.46)	$ -	$ -	$ -	NULL	NULL	NULL	NULL	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$7,049.00
	10/1/2009	9/18/2018	UNCOLLECTED INTEREST OR LATE CHARGE		$ -	$ -	$ -	$ -	$ 79.46	$ -	$ -	$ -	NULL	NULL	NULL	NULL	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$7,049.00
	10/1/2009	9/18/2018	Administrative Adjustment		$ -	$ -	$ -	$ -	$ 79.46	$ -	$ -	$ -	NULL	NULL	NULL	NULL	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$ -	$ -	$ (675.52)	$ -	$7,049.00
	10/1/2009	10/31/2018	Reverse Transfer (Loan transfer with a payment reversal transfer automatically generated by the system)		$ 3,587.65	$ -	$ -	$ 3,587.65	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$7,049.00

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Caliber	Paid to date	Date	Name	Description	Amount	Principal	Interest	Escrow	Late Charge	Unapplied Funds	Other Amt Applied	Fee Amt Applied	Fee Code	Fee Description	Fiserv Bill Category	Fiserv Bill Sub Category	Amt To Admin Adjust	Admin Adjust Desc	Amt To Deferred Int	Amt To Deferred Prin	Amt To Deferred Esc	Amt To Deferred Admin Fees	Amt To Deferred DRMExp Paid	Principal	Escrow	Unapplied	Late Charge	Other Amount	Fee Balance
	10/1/2009	10/31/2018	Loan Transfers (Loan transfer with a payment transfer automatically generated by system)		$(3,587.65)	$ -	$ -	$(3,587.65)	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL	$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$7,049.00
	10/1/2009	11/6/2018	Fee that was waived		$ (107.50)	$ -	$ -	$ -	$ -	$ -	$ -	$(107.50)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$6,941.50
	10/1/2009	11/6/2018	Fee that was waived		$ (107.50)	$ -	$ -	$ -	$ -	$ -	$ -	$(107.50)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$6,834.00
	10/1/2009	11/6/2018	Fee that was waived		$ (107.50)	$ -	$ -	$ -	$ -	$ -	$ -	$(107.50)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$6,726.50
	10/1/2009	11/6/2018	Fee that was waived		$ (107.50)	$ -	$ -	$ -	$ -	$ -	$ -	$(107.50)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$6,619.00
	10/1/2009	11/6/2018	Fee that was waived		$ (64.50)	$ -	$ -	$ -	$ -	$ -	$ -	$ (64.50)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$6,554.50
	10/1/2009	11/6/2018	Fee that was waived		$ (107.50)	$ -	$ -	$ -	$ -	$ -	$ -	$(107.50)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$6,447.00
	10/1/2009	11/6/2018	Fee that was waived		$ (53.75)	$ -	$ -	$ -	$ -	$ -	$ -	$ (53.75)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$6,393.25
	10/1/2009	11/6/2018	Fee that was waived		$ (53.75)	$ -	$ -	$ -	$ -	$ -	$ -	$ (53.75)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$6,339.50
	10/1/2009	11/6/2018	Fee that was waived		$ (107.50)	$ -	$ -	$ -	$ -	$ -	$ -	$(107.50)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$6,232.00
	10/1/2009	11/6/2018	Fee that was waived		$ (53.75)	$ -	$ -	$ -	$ -	$ -	$ -	$ (53.75)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$6,178.25
	10/1/2009	11/6/2018	Fee that was waived		$ (53.75)	$ -	$ -	$ -	$ -	$ -	$ -	$ (53.75)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$6,124.50
	10/1/2009	11/6/2018	Fee that was waived		$ (161.25)	$ -	$ -	$ -	$ -	$ -	$ -	$(161.25)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$5,963.25
	10/1/2009	11/6/2018	Fee that was waived		$ (161.25)	$ -	$ -	$ -	$ -	$ -	$ -	$(161.25)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$5,802.00
	10/1/2009	11/6/2018	Fees Billed		$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 15.00	36	CORP ADV 1 GENERAL	Inspection	PP-Inspection Exterior	$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$5,817.00
	10/1/2009	11/6/2018	Fee that was waived		$ (15.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (15.00)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$5,802.00

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Caliber	Paid to date	Date	Name	Description	Amount	Principal	Interest	Escrow	Late Charge	Unapplied Funds	Other Amt Applied	Fee Amt Applied	Fee Code	Fee Description	Fiserv Bill Category	Fiserv Bill Sub Category	Amt To Admin Adjust	Admin Adjust Desc	Amt To Deferred Int	Amt To Deferred Prin	Amt To Deferred Esc	Amt To Deferred Admin Fees	Amt To Deferred DRMExp Paid	Principal	Escrow	Late Charge Unapplied	Late Charge Other Amount	Fee Balance
	10/1/2009	11/6/2018	Fee that was waived		$ (281.00)	$ -	$ -	$ -	$ -	$ -	$ -	$(281.00)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$5,521.00
	10/1/2009	11/6/2018	Fee that was waived		$ (53.75)	$ -	$ -	$ -	$ -	$ -	$ -	$ (53.75)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$5,467.25
	10/1/2009	11/6/2018	Fee that was waived		$ (107.50)	$ -	$ -	$ -	$ -	$ -	$ -	$(107.50)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$5,359.75
	10/1/2009	11/6/2018	Fee that was waived		$ (53.75)	$ -	$ -	$ -	$ -	$ -	$ -	$ (53.75)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$5,306.00
	10/1/2009	11/15/2018	UNCOLLECTED INTEREST OR LATE CHARGE		$ -	$ -	$ -	$ -	$ (0.03)	$ -	$ -	$ -	NULL	NULL	NULL	NULL	$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.55)	$ -	$5,306.00
	10/1/2009	11/15/2018	Administrative Adjustment		$ -	$ -	$ -	$ -	$ (0.03)	$ -	$ -	$ -	NULL	NULL	NULL	NULL	$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.55)	$ -	$5,306.00
	10/1/2009	11/15/2018	UNCOLLECTED INTEREST OR LATE CHARGE		$ -	$ -	$ -	$ -	$ 0.03	$ -	$ -	$ -	NULL	NULL	NULL	NULL	$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$5,306.00
	10/1/2009	11/15/2018	Administrative Adjustment		$ -	$ -	$ -	$ -	$ 0.03	$ -	$ -	$ -	NULL	NULL	NULL	NULL	$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$5,306.00
	10/1/2009	11/15/2018	Fee that was waived		$ (15.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (15.00)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$5,291.00
	10/1/2009	11/15/2018	Fee that was waived		$ (15.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (15.00)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$5,276.00
	10/1/2009	11/15/2018	Fee that was waived		$ (15.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (15.00)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$5,261.00
	10/1/2009	11/15/2018	Fee that was waived		$ (15.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (15.00)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(3,587.65)	$ -	$ (675.52)	$ -	$5,246.00
	10/1/2009	12/14/2018	County Tax		$ (581.78)	$ -	$ -	$ (581.78)	$ -	$ -	$ -	$ -	NULL	NULL	NULL	NULL	$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$5,246.00
	10/1/2009	12/31/2018	Fee that was waived		$ (14.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (14.00)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$5,232.00
	10/1/2009	12/31/2018	Fee that was waived		$ (14.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (14.00)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$5,218.00
	10/1/2009	12/31/2018	Fee that was waived		$ (14.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (14.00)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$5,204.00
	10/1/2009	12/31/2018	Fee that was waived		$ (14.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (14.00)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$5,190.00
	10/1/2009	12/31/2018	Fee that was waived		$ (14.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (14.00)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$5,176.00
	10/1/2009	12/31/2018	Fee that was waived		$ (14.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (14.00)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$5,162.00

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Caliber	Paid to date	Date	Name	Description	Amount	Principal	Interest	Escrow	Late Charge	Unapplied Funds	Other Amt Applied	Fee Amt Applied	Fee Code	Fee Description	Fiserv Bill Category	Fiserv Bill Sub Category	Amt To Admin Adjust	Admin Adjust Desc	Amt To Deferred Int	Amt To Deferred Prin	Amt To Deferred Esc	Amt To Deferred Admin Fees	Amt To Deferred DRME xp Paid	Principal	Escrow	Late Charge Unapplied	Late Charge Other Amount	Fee Balance
	0/1/2009	12/31/2018	Fee that was waived		$ (630.00)	$ -	$ -	$ -	$ -	$ -	$ -	$(630.00)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$4,532.00
	0/1/2009	12/31/2018	Fee that was waived		$ (270.00)	$ -	$ -	$ -	$ -	$ -	$ -	$(270.00)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$4,262.00
	0/1/2009	12/31/2018	Fee that was waived		$ (90.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (90.00)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$4,172.00
	0/1/2009	12/31/2018	Fee that was waived		$ (270.00)	$ -	$ -	$ -	$ -	$ -	$ -	$(270.00)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$3,902.00
	0/1/2009	12/31/2018	Fee that was waived		$ (25.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (25.00)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$3,877.00
	0/1/2009	12/31/2018	Fee that was waived		$ (25.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (25.00)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$3,852.00
	0/1/2009	12/31/2018	Fee that was waived		$ (225.00)	$ -	$ -	$ -	$ -	$ -	$ -	$(225.00)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$3,627.00
	0/1/2009	12/31/2018	Fee that was waived		$ (135.00)	$ -	$ -	$ -	$ -	$ -	$ -	$(135.00)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$3,492.00
	0/1/2009	12/31/2018	Fee that was waived		$ (15.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (15.00)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$3,477.00
	0/1/2009	12/31/2018	Fee that was waived		$ (15.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (15.00)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$3,462.00
	0/1/2009	12/31/2018	Fee that was waived		$ (15.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (15.00)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$3,447.00
	0/1/2009	12/31/2018	Fee that was waived		$ (15.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (15.00)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$3,432.00
	0/1/2009	12/31/2018	Fee that was waived		$ (15.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (15.00)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$3,417.00
	0/1/2009	12/31/2018	Fee that was waived		$ (15.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (15.00)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$3,402.00
	0/1/2009	12/31/2018	Fee that was waived		$ (15.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (15.00)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$3,387.00
	0/1/2009	12/31/2018	Fee that was waived		$ (322.50)	$ -	$ -	$ -	$ -	$ -	$ -	$(322.50)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$3,064.50
	0/1/2009	12/31/2018	Fee that was waived		$ (107.50)	$ -	$ -	$ -	$ -	$ -	$ -	$(107.50)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$2,957.00

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Caliber	Paid to date	Date	Name	Description	Amount	Principal	Interest	Escrow	Late Charge	Unapplied Funds	Other Amt Applied	Fee Amt Applied	Fee Code	Fee Description	Fiserv Bill Category	Fiserv Bill Sub Category	Amt To Admin Adjust	Admin Adjust Desc	Amt To Deferred Int	Amt To Deferred Prin	Amt To Deferred Esc	Amt To Deferred Admin Fees	Amt To Deferred DRMExp Paid	Principal	Escrow	Unapplied	Late Charge	Other Amount	Fee Balance
	10/1/2009	12/31/2018	Fee that was waived		$ (6.75)	$ -	$ -	$ -	$ -	$ -	$ -	$ (6.75)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$2,950.25
	10/1/2009	12/31/2018	Fee that was waived		$ (53.75)	$ -	$ -	$ -	$ -	$ -	$ -	$ (53.75)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$2,896.50
	10/1/2009	12/31/2018	Fee that was waived		$ (268.75)	$ -	$ -	$ -	$ -	$ -	$ -	$(268.75)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$2,627.75
	10/1/2009	12/31/2018	Fee that was waived		$ (53.75)	$ -	$ -	$ -	$ -	$ -	$ -	$ (53.75)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$2,574.00
	10/1/2009	12/31/2018	Fee that was waived		$ (161.25)	$ -	$ -	$ -	$ -	$ -	$ -	$(161.25)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$2,412.75
	10/1/2009	12/31/2018	Fee that was waived		$ (53.75)	$ -	$ -	$ -	$ -	$ -	$ -	$ (53.75)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$2,359.00
	10/1/2009	12/31/2018	Fee that was waived		$ (15.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (15.00)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$2,344.00
	10/1/2009	12/31/2018	Fee that was waived		$ (15.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (15.00)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$2,329.00
	10/1/2009	12/31/2018	Fee that was waived		$ (15.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (15.00)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$2,314.00
	10/1/2009	12/31/2018	Fee that was waived		$ (90.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (90.00)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$2,224.00
	10/1/2009	12/31/2018	Fee that was waived		$ (45.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ (45.00)	36	CORP ADV 1 GENERAL			$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$2,179.00
	10/1/2009	5/31/2019	Fees Billed		$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 15.00	36	CORP ADV 1 GENERAL	Inspection	PP-Inspection Exterior	$ -		$ -	$ -	$ -	$ -	$ -	$ 112,390.48	$(4,169.43)	$ -	$ (675.52)	$ -	$2,194.00

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EXHIBIT E

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SOUTH CAROLINA - NOTICE OF DEFAULT

Green Tree Servicing LLC
800-643-0202
4250 North Freeway
Fort Worth, TX 76137

relationships that work
green tree

+ 0432328 000001857 096C08 0058697
JOHNSON D. KOOLA
1587 CAMBRIDGE LAKES DR
MOUNT PLEASANT, SC 29464-7300

Post Bankruptcy Account Only:
Stay Relief Granted or No Reaffirmation Signed
NOTICE OF DEFAULT
AND
RIGHT TO CURE DEFAULT

Date of Notice: 06/06/2013

Creditor: Green Tree Servicing LLC

Account No:

Brief identification of credit transaction: Loan Secured by Real Property

THIS IS NOT A BILL. THIS STATEMENT IS FOR INFORMATIONAL PURPOSES ONLY.
If you filed bankruptcy, this notice is not an attempt to collect a debt, but instead allows the creditor to enforce its lien. If you were an obligor on this account prior to the filing of a bankruptcy and either Green Tree Servicing LLC ("Green Tree") has received an order granting relief from the automatic stay or you have received a discharge or surrendered the home in full satisfaction of the debt, Green Tree is exercising only its rights under the security agreement as allowed by law. Green Tree is not attempting to collect or recover the debt as your personal liability, but is only complying with statutory notice requirements. If the amount requested is not received by the stated date, Green Tree may exercise its right to enforce its lien.

Dear Borrower:

You are late in making your payment(s). **07/06/2013** is the last day for payment. **$37,595.61** is the amount due now. If you pay the AMOUNT NOW DUE by the LAST DAY FOR PAYMENT (stated above), you may continue the contract as though you were not late. If you do not pay by that date, we may exercise our rights under the law. These rights include the right to foreclose upon any real property held as collateral for this transaction and the right, in many instances, to hold you personally responsible for any difference between the amount the transaction brings in a sale and the balance due us on the credit transaction in question.

If you fail to cure the default within 30 days from the date of this Notice, the maturity of this loan is accelerated and full payment of all amounts due under the loan agreement is required without further notice from us. You have the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of your default or any other defense you may have to acceleration and foreclosure.

If this default is not cured, Green Tree will report the defaulted loan to an appropriate credit reporting agency.

If you are unable to cure the default due to an involuntary loss of employment or other reason, counseling assistance may be available to you from certain agencies that are HUD-approved mortgage counseling agencies. You may contact us to get the name of the mortgage counseling agency that is closest to you.

If you are late again in making your payments, we may exercise our rights without sending you another notice like this one. If you have any questions, write or telephone our office immediately.

Sincerely,

Green Tree
Home Equity Division

Payoff/Paydown Quote Information: 0000277955 [dcs:644]

Borrower:	KOOLA,JOHNSON D	**Address:**	1587 CAMBRIDGE LAKES DR	**Prin Bal:**	$112,390.48	**Investor Type:**	Other
Co-Borrower Name:		**City:**	MOUNT PLEASANT	**Add Prin Bal:**	$0.00	**Investor #:**	ALR
Due Date:	11/01/2009	**State:**	SC	**Account Type:**	First Mortgage - Conventional Without PMI	**Investor Account #:**	9805295905
Last Pmt Appd On:		**Zip Code:**	29464	**Total Pmt Amt:**	$850.30	**PLS Client ID:**	

Quote Summary: 0000277955 [dcs:644] Wed Jan 18 07:29:01 EST 2023

As Of Date:	01/31/2023
Per Diem Amt:	$17.71
Total Principal Balance:	$112,390.48
Total Interest Amt:	$86,224.92
Pro Rata MIP/PMI Amt:	$0.00
Escrow Advance Amt:	$6,703.50
Escrow Balance:	$0.00
Suspense Balance:	$0.00
HUD Balance:	$0.00
Rep Res Balance:	$0.00
Restricted Escrow Balance:	$0.00
Total Fees Amt:	$0.00
Total Accumulated Late Charge Amt:	$0.00
Total NSF Charge Fee Amt:	$0.00
Total Other Fees Due Amt:	$0.00
Total Penalty Interest Amt:	$0.00
Total Flat Penalty Fee Amt:	$0.00
Credit Life Orig Fee Rebate Amt:	$0.00
Rec Corp Adv Balance:	$16,887.99
Total Amt To Payoff:	$222,206.89

Primary Rate Changes

Row Count = 2		
From Date	**Rate**	**Interest Amount**
10/01/2009	5.75%	$86,224.92
01/31/2023		

Second Mortgage Rate Changes

Row Count = 0		
From Date	**Rate**	**Interest Amount**
No Data Available		

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Account History: 0000277955 [Account Data Views:644]

Borrower:	KOOLA,JOHNSON D	**Address:**	1587 CAMBRIDGE LAKES DR	**Prin Bal:**	$112,390.48	**Investor Type:**	Other
Co-Borrower Name:		**City:**	MOUNT PLEASANT	**Add Prin Bal:**	$0.00	**Investor #:**	ALR
Due Date:	11/01/2009	**State:**	SC	**Account Type:**	First Mortgage - Conventional Without PMI	**Investor Account #:**	9805295905
Last Pmt Appd On:		**Zip Code:**	29464	**Total Pmt Amt:**	$850.30	**PLS Client ID:**	

Request Criteria: Type = CorporateAdvance, Date Range = From 01/18/2022 To 01/18/2023

Row Count = 53

Transaction Description	Applied Dt	Due Date	Payment	Principal Applied	Interest Applied	Escrow Applied	Esc Bal	Adv Bal	Suspense Applied	Corp Adv Applied	L/C Amt Applied	Fee Amt Applied	Fee Cd
Misc Corporate Adv Disb	01/10/2023							$6,703.50		$0.05			
Misc Corporate Adv Disb	12/27/2022							$6,703.50		$1.20			
Misc Corporate Adv Disb	11/30/2022							$6,091.05		$0.05			
Misc Corporate Adv Disb	11/29/2022							$6,091.05		$1.20			
Property Pres Corp Adv	11/28/2022							$6,091.05		$20.00			
Misc Corporate Adv Disb	11/28/2022							$6,091.05		$18.96			
Misc Corporate Adv Disb	10/31/2022							$6,091.05		$1.20			
Property Pres Corp Adv	10/27/2022							$6,091.05		$20.00			
Misc Corporate Adv Disb	10/27/2022							$6,091.05		$0.05			
Misc Corporate Adv Disb	09/28/2022							$6,091.05		$9.60			
Property Pres Corp Adv	09/27/2022							$6,091.05		$20.00			
Misc Corporate Adv Disb	08/23/2022							$6,091.05		$0.25			
Property Pres Corp Adv	08/22/2022							$6,091.05		$20.00			
Restricted Corp Adv Adj	07/29/2022		-$52.70					$6,091.05		-$52.70			
Restricted Corp Adv Adj	07/29/2022		$52.70					$6,091.05		$52.70			
Property Pres Corp Adv	07/21/2022							$6,091.05		$20.00			
Misc Corporate Adv Disb	07/21/2022							$6,091.05		$0.50			
Misc Corporate Adv Disb	07/12/2022							$6,091.05		$52.70			
Misc Corporate Adv Disb	07/08/2022							$6,091.05		$0.05			
Misc Corporate Adv Disb	07/08/2022							$6,091.05		$0.05			
Misc Corporate Adv Disb	06/21/2022							$6,091.05		$2.77			
Property Pres Corp Adv	06/16/2022							$6,091.05		$20.00			
Property Pres Corp Adv	05/23/2022							$6,091.05		$20.00			
Property Pres Corp Adv	04/21/2022							$6,091.05		$20.00			
Misc Corporate Adv Disb	03/29/2022							$6,091.05		$0.05			
Property Pres Corp Adv	03/26/2022							$6,091.05		$20.00			
Misc Corporate Adv Disb	03/24/2022							$6,091.05		$0.05			
Misc Corporate Adv Disb	02/28/2022							$6,091.05		$0.05			
Property Pres Corp Adv	02/24/2022							$6,091.05		$20.00			
Misc Default Exp Corp Adv	02/23/2022							$6,091.05		$31.74			
Misc Corporate Adv Disb	02/21/2022							$6,091.05		$0.25			
Misc Default Exp Corp Adv	02/19/2022							$6,091.05		$121.50			
Attorney Corp Advance	02/19/2022							$6,091.05		$1,200.00			
Attorney Corp Advance	02/19/2022							$6,091.05		$150.00			
Misc Corporate Adv Disb	02/16/2022							$6,091.05		$1.20			
Misc Default Exp Corp Adv	02/08/2022							$6,091.05		$371.00			
Misc Default Exp Corp Adv	02/08/2022							$6,091.05		$134.75			
Attorney Corp Advance	02/08/2022							$6,091.05		$1,750.00			
Attorney Corp Advance	02/08/2022							$6,091.05		$2,250.00			
Attorney Corp Advance	02/08/2022							$6,091.05		$300.00			

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Attorney Corp Advance	02/08/2022							$6,091.05		$875.00			
Attorney Corp Advance	02/08/2022							$6,091.05		$75.00			
Attorney Corp Advance	02/08/2022							$6,091.05		$325.00			
Attorney Corp Advance	01/31/2022							$6,091.05		$1,750.00			
Attorney Corp Advance	01/31/2022							$6,091.05		$1,875.00			
Attorney Corp Advance	01/31/2022							$6,091.05		$1,000.00			
Attorney Corp Advance	01/31/2022							$6,091.05		$75.00			
Attorney Corp Advance	01/31/2022							$6,091.05		$50.00			
Attorney Corp Advance	01/29/2022							$6,091.05		$1,250.00			
Attorney Corp Advance	01/29/2022							$6,091.05		$750.00			
Property Pres Corp Adv	01/27/2022							$6,091.05		$20.00			
Misc Corporate Adv Disb	01/26/2022							$6,091.05		$1.20			
Misc Corporate Adv Disb	01/19/2022							$6,091.05		$0.05			

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Property Inspection History: 0000277955 [Account Data Views:644]

Borrower:	KOOLA,JOHNSON D	**Address:**	1587 CAMBRIDGE LAKES DR	**Prin Bal:**	$112,390.48	**Investor Type:**	Other
Co-Borrower Name:		**City:**	MOUNT PLEASANT	**Add Prin Bal:**	$0.00	**Investor #:**	ALR
Due Date:	11/01/2009	**State:**	SC	**Account Type:**	First Mortgage - Conventional Without PMI	**Investor Account #:**	9805295905
Last Pmt Appd On:		**Zip Code:**	29464	**Total Pmt Amt:**	$850.30	**PLS Client ID:**	

Row Count = 17

Request Date	Type	Property or Mailing Address	Company	Requestor	Completion Date	Fee	Vacant or Occupied	Disposition	Date Added
12/21/2022	OCCUPANCY	P	SAFEGD	Conventio	01/02/2023	$20.00	O		01/03/2023
11/22/2022	OCCUPANCY	P	SAFEGD	Conventio	11/24/2022	$20.00	O		11/25/2022
10/25/2022	OCCUPANCY	P	SAFEGD	Conventio	10/26/2022	$20.00	O		10/27/2022
09/20/2022	OCCUPANCY	P	SAFEGD	Conventio	09/26/2022	$20.00	O		09/27/2022
06/14/2022	OCCUPANCY	P	SAFEGD	Conventio	06/15/2022	$20.00	O		06/15/2022
05/17/2022	OCCUPANCY	P	SAFEGD	CONVENTIO	07/20/2022	$20.00	O		07/21/2022
05/17/2022	OCCUPANCY	P	SAFEGD	Conventio	05/19/2022	$20.00	O		05/19/2022
04/19/2022	OCCUPANCY	P	SAFEGD	CONVENTIO	08/19/2022	$20.00	O		08/22/2022
04/19/2022	OCCUPANCY	P	AREMCO	Conventio	04/20/2022	$20.00	O		04/21/2022
03/22/2022	OCCUPANCY	P	SAFEGD	Conventio	03/24/2022	$20.00	O		03/26/2022
02/22/2022	OCCUPANCY	P	SAFEGD	Conventio	02/23/2022	$20.00	O		02/23/2022
01/25/2022	OCCUPANCY	P	SAFEGD	Conventio	01/26/2022	$20.00	O		01/26/2022
12/21/2021	OCCUPANCY	P	SAFEGD	Conventio	12/27/2021	$20.00	U		12/28/2021
11/16/2021	OCCUPANCY	P	SAFEGD	Conventio	11/22/2021	$20.00	U		11/23/2021
10/12/2021	OCCUPANCY	P	SAFEGD	Conventio	10/18/2021	$20.00	U		10/19/2021
09/07/2021	OCCUPANCY	P	SAFEGD	Conventio	09/13/2021	$20.00	U		09/14/2021
08/03/2021	BANKRUPTCY	P	SAFEGD	Conventio	08/09/2021	$20.00	O		08/10/2021

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Corporate Advance History: 0000277955 [Fay Servicing LLC:644]

Borrower:	KOOLA,JOHNSON D	**Address:**	1587 CAMBRIDGE LAKES DR	**Prin Bal:**	$112,390.48	**Investor Type:**	Other
Co-Borrower Name:		**City:**	MOUNT PLEASANT	**Add Prin Bal:**	$0.00	**Investor #:**	ALR
Due Date:	11/01/2009	**State:**	SC	**Account Type:**	First Mortgage - Conventional Without PMI	**Investor Account #:**	9805295905
Last Pmt Appd On:		**Zip Code:**	29464	**Total Pmt Amt:**	$850.30	**PLS Client ID:**	

Request Criteria: Advance Type = Recoverable, Date Range = From 03/03/2021 To 11/18/2022

Corporate Advance Balances

Beginning Corp Adv Balance Prior to the Start Date:	$3,795.24
Total Amount Retrieved:	$16,867.99
Outstanding Corp Adv Balance:	$20,663.23

Corporate Advance Details

Row Count = 38

Tran Type	Tran ID	User	Date	Tran Amount	Escrow Payee	Payee	Corp Advance Type	Reason	Description	Orig Disb Date
631	0092	NIV	10/27/2022	$20.00	SAFEGUARD	90RLR	Recoverable	INSP	PROP INSP FEES	
631	0089	NIV	09/27/2022	$20.00	SAFEGUARD	90RLR	Recoverable	INSP	PROP INSP FEES	
631	0087	NIV	08/22/2022	$20.00	SAFEGUARD	90RLR	Recoverable	INSP	PROP INSP FEES	
631	0084	NIV	07/21/2022	$20.00	SAFEGUARD	90RLR	Recoverable	INSP	PROP INSP FEES	
631	0078	NIV	06/16/2022	$20.00	SAFEGUARD	90RLR	Recoverable	INSP	PROP INSP FEES	
631	0077	NIV	05/23/2022	$20.00	SAFEGUARD	90RLR	Recoverable	INSP	PROP INSP FEES	
631	0076	NIV	04/21/2022	$20.00	SAFEGUARD	90RLR	Recoverable	INSP	PROP INSP FEES	
631	0074	NIV	03/26/2022	$20.00	SAFEGUARD	90RLR	Recoverable	INSP	PROP INSP FEES	
631	0071	NIV	02/24/2022	$20.00	SAFEGUARD	90RLR	Recoverable	INSP	PROP INSP FEES	
633	0070	NIV	02/23/2022	$31.74	ATSCSCOTT	90RLR	Recoverable	FORC	FC FEE/COSTS	
633	0068	NIV	02/19/2022	$121.50	ATSCSCOTT	90RLR	Recoverable	FORC	FC FEE/COSTS	
630	0067	NIV	02/19/2022	$1,200.00	ATSCSCOTT	90RLR	Recoverable	ATFC	ATTY FEE F/C LNS	
630	0066	NIV	02/19/2022	$150.00	ATSCSCOTT	90RLR	Recoverable	ATFC	ATTY FEE F/C LNS	
633	0064	NIV	02/08/2022	$371.00	ATGAMCCALL	90RLR	Recoverable	BANK	BANKRUPTCY FEE	
633	0063	NIV	02/08/2022	$134.75	ATGAMCCALL	90RLR	Recoverable	BANK	BANKRUPTCY FEE	
630	0062	NIV	02/08/2022	$1,750.00	ATGAMCCALL	90RLR	Recoverable	ATBK	ATTY FEE BNK LNS	
630	0061	NIV	02/08/2022	$2,250.00	ATGAMCCALL	90RLR	Recoverable	ATBK	ATTY FEE BNK LNS	
630	0060	NIV	02/08/2022	$300.00	ATGAMCCALL	90RLR	Recoverable	ATBK	ATTY FEE BNK LNS	
630	0059	NIV	02/08/2022	$875.00	ATGAMCCALL	90RLR	Recoverable	ATBK	ATTY FEE BNK LNS	
630	0058	NIV	02/08/2022	$75.00	ATGAMCCALL	90RLR	Recoverable	ATBK	ATTY FEE BNK LNS	
630	0057	NIV	02/08/2022	$325.00	ATSCSCOTT	90RLR	Recoverable	ATFC	ATTY FEE F/C LNS	
630	0056	NIV	01/31/2022	$1,750.00	ATGAMCCALL	90RLR	Recoverable	ATBK	ATTY FEE BNK LNS	
630	0055	NIV	01/31/2022	$1,875.00	ATGAMCCALL	90RLR	Recoverable	ATBK	ATTY FEE BNK LNS	
630	0054	NIV	01/31/2022	$1,000.00	ATGAMCCALL	90RLR	Recoverable	ATBK	ATTY FEE BNK LNS	
630	0053	NIV	01/31/2022	$75.00	ATGAMCCALL	90RLR	Recoverable	ATBK	ATTY FEE BNK LNS	
630	0052	NIV	01/31/2022	$50.00	ATGAMCCALL	90RLR	Recoverable	ATBK	ATTY FEE BNK LNS	
630	0051	NIV	01/29/2022	$1,250.00	ATGAMCCALL	90RLR	Recoverable	ATBK	ATTY FEE BNK LNS	
630	0050	NIV	01/29/2022	$750.00	ATGAMCCALL	90RLR	Recoverable	ATBK	ATTY FEE BNK LNS	
631	0049	NIV	01/27/2022	$20.00	SAFEGUARD	90RLR	Recoverable	INSP	PROP INSP FEES	
631	0045	NIV	12/28/2021	$20.00	SAFEGUARD	90RLR	Recoverable	INSP	PROP INSP FEES	
631	0043	NIV	11/24/2021	$20.00	SAFEGUARD	90RLR	Recoverable	INSP	PROP INSP FEES	
631	0037	NIV	10/19/2021	$20.00	SAFEGUARD	90RLR	Recoverable	INSP	PROP INSP FEES	
631	0030	NIV	09/16/2021	$20.00	SAFEGUARD	90RLR	Recoverable	INSP	PROP INSP FEES	
745	0020	CA2	07/24/2021	-$1,100.00		90RLR	Recoverable	BNKA	TSK	
630	0007	NIV	04/12/2021	$600.00	ATGAMCCALL	90RLR	Recoverable	ATBK	ATTY FEE BNK LNS	
630	0004	NIV	03/25/2021	$350.00	ATGAMCCALL	90RLR	Recoverable	ATBK	ATTY FEE BNK LNS	
630	0003	NIV	03/18/2021	$150.00	ATSCSCOTT	90RLR	Recoverable	ATFC	ATTY FEE F/C LNS	
745	0001	LB6	03/03/2021	$2,254.00		90RLR	Recoverable	CONV	LLB Conversion	
			***Totals	$16,867.99						

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON U.S. Bank Trust, N.A. as Trustee for LSF10 Master Participation Trust, PLAINTIFF, VS. Johnson D. Koola, First Citizens Bank and Trust Company, Inc. f/k/a First-Citizens Bank and Trust Company of South Carolina and Cambridge Lakes Condominium Homeowners Association, Inc. f/k/a Cambridge Lakes Horizontal Property Regime, DEFENDANT(S).	IN THE COURT OF COMMON PLEAS CASE NO. 2010-CP-10-06060 PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT

(191070.00420)

TO: THE ABOVE-NAMED DEFENDANTS:

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, by and through its undersigned attorney, will, on the tenth (10th) day after service or as soon thereafter as counsel may be heard, move before the Honorable Mikell Scarborough, Master-in-Equity for Charleston County, for an Order granting Plaintiff summary judgment of foreclosure pursuant to Rule 56 of the South Carolina Rules of Civil Procedure. This motion is made upon the grounds that there is no genuine issue as to any material fact and that the Plaintiff is entitled to judgment as a matter of law.

This motion is supported by the South Carolina Rules of Civil Procedure, relevant case law, and any discovery, affidavits, or memoranda presented.

SCOTT AND CORLEY, P.A.

s/ H. Guyton Murrell

Ronald C. Scott (rons@scottandcorley.com), SC Bar #4996
Reginald P. Corley (reggiec@scottandcorley.com), SC Bar #69453
Angelia J. Grant (angig@scottandcorley.com), SC Bar #78334
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ATTORNEYS FOR THE PLAINTIFF
2712 Middleburg Drive, Suite 200
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803-252-3340

February 14, 2023

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ELECTRONICALLY FILED - 2023 Feb 23 1:56 PM - CHARLESTON - COMMON PLEAS - CASE#2010CP1006060

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON U.S. Bank Trust, N.A., as Trustee for LSF10 Master Participation Trust, PLAINTIFF, VS. Johnson D. Koola, First Citizens Bank and Trust Company, Inc. f/k/a First-Citizens Bank and Trust Company of South Carolina, and Cambridge Lakes Condominium Homeowners Association, Inc. f/k/a Cambridge Lakes Horizontal Property Regime, DEFENDANT(S).	IN THE COURT OF COMMON PLEAS CASE NO. 2010-CP-10-06060 **NOTICE OF HEARING** **(In Person Hearing)**

(211106.00031CVK)

A hearing on the Plaintiff's Motion for Summary Judgment has been set in the above-referenced matter for **March 6, 2023 at 10:00 AM**, before the Honorable Mikell R. Scarborough, Master in Equity for Charleston County, at Charleston County Judicial Center, Courtroom 2A, 100 Broad Street, Charleston, SC 29401. Please note that the hearing is limited to the attorneys, named parties, and any necessary witnesses, as required by South Carolina Supreme Court Administrative Order 2020-04-22-01 (*RE: Operation of the Trial Courts During the Coronavirus Emergency*). Also, everyone attending the hearing may wear a mask or other facial covering.

Most importantly, if you plan to physically attend the hearing, please contact our office (803-252-3340) or the Court (843-958-5070) at least 24 hours before the scheduled hearing date and time referenced above, so Court personnel may be alerted as to your attendance. ONLY NAMED DEFENDANTS AND/OR THEIR ATTORNEYS WILL BE ALLOWED ACCESS TO THE JUDICIAL CENTER AND/OR HEARING LOCATION.

Additionally, if you plan to join or attend this hearing, we would respectfully appreciate your sending an email to lossmit@scottandcorley.com or leaving a message for the undersigned at (803) 252-3340. (This is for purposes of notifying you in the event that the hearing is canceled.) Pursuant to S.C. Code Ann. § 14-11-110 (as amended) and/or applicable case law, the Plaintiff's attorney intends to submit written testimony on behalf of the Plaintiff at the hearing on Plaintiff's behalf.

As a result of the hearing, a foreclosure sale could be ordered as soon as allowed by law after the foreclosure hearing.

Records in the possession of the undersigned as of this date reflect only the above parties and the above Defendant's counsel (if any). Please contact the undersigned immediately if any counsel has filed an appearance and their name is not reflected above as a recipient of this Notice.

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According to the business records of Plaintiff, which have been made available to its Counsel and upon information and belief, neither Plaintiff nor its counsel is aware of any party to this action currently being in active bankruptcy and under the protection of the United States Bankruptcy Court ("USBK"). In addition, Counsel for Plaintiff has caused and/or has conducted a search of the PACER website for which Counsel, upon information and belief, reports no party, who executed the Note and/or Mortgage, and, to the best of his/her knowledge, is currently eligible for protection of the USBK. If any party has any information or record of a defendant currently being under the bankruptcy protections, it is requested that you notify counsel for Plaintiff immediately. Any demand for a deficiency is not applicable if a party has received a discharge in bankruptcy during the life of the mortgage, or is currently under the active protection of the bankruptcy courts. Moreover, any party to this action who is a discharged borrower to the debt of the Plaintiff shall not be subject to and is specifically excluded from both the calculation and collection of any amounts due and owing to the Plaintiff, as required by Rule 71(a) of the South Carolina Rules of Civil Procedure.

SCOTT AND CORLEY, P.A.

By: _____

Rene Bell-Welch, Paralegal **
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
803-252-3340

** **NOT LICENSED TO PRACTICE LAW**

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE, EXCEPT AS STATED BELOW IN THE INSTANCE OF BANKRUPTCY PROTECTION.

IF YOU ARE UNDER THE PROTECTION OF THE BANKRUPTCY COURT OR HAVE BEEN DISCHARGED AS A RESULT OF A BANKRUPTCY PROCEEDING, THIS NOTICE IS GIVEN TO YOU PURSUANT TO STATUTORY REQUIREMENT AND FOR INFORMATIONAL PURPOSES AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON U.S. Bank Trust, N.A., as Trustee for LSF10 Master Participation Trust, PLAINTIFF, VS. Johnson D. Koola, First Citizens Bank and Trust Company, Inc. f/k/a First-Citizens Bank and Trust Company of South Carolina, and Cambridge Lakes Condominium Homeowners Association, Inc. f/k/a Cambridge Lakes Horizontal Property Regime, DEFENDANT(S).	IN THE COURT OF COMMON PLEAS CASE NO. 2010-CP-10-06060 **CERTIFICATE OF SERVICE BY MAIL**

(211106.00031CVK)

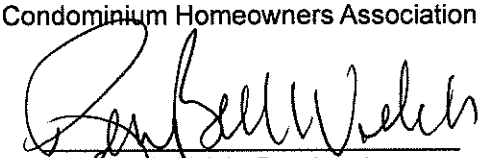
The undersigned hereby certifies that s/he is an employee of Scott and Corley, P.A. and is a person of such age and discretion as to be competent to serve papers and that on February 23, 2023, s/he mailed a copy of the Notice of Hearing (In Person Hearing) by placing said copy in a postpaid envelope addressed to the person hereinafter named, at the place and address stated below, which is the last known address, and by depositing said envelope and contents in the United States Mail at the Scott and Corley, P.A. office, 2712 Middleburg Drive, Suite 200, Columbia, SC 29204.

Addressee:

Johnson D. Koola
1587 Cambridge Lakes Dr
Mount Plesant, SC 29464

S. Nelson Weston, Jr., Esq. (Attorney for First Citizens Bank and Trust Company, Inc. s/b/m to First-Citizens Bank and Trust Company of South Carolina)
1900 Barnwell Street
Columbia, SC 29202

Lydia P. Davidson (Attorney for Cambridge Lakes Condominium Homeowners Association Inc.)
Krawcheck & Davidson, LLC
Nine State Street
Charleston, SC 29401



Rene Bell-Welch, Paralegal
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
803-252-3340

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ELECTRONICALLY FILED - 2023 Mar 21 9:09 AM - CHARLESTON - COMMON PLEAS - CASE#2010CP1006060

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON U.S. Bank Trust, N.A. as Trustee for LSF10 Master Participation Trust, PLAINTIFF, VS. Johnson D. Koola, First Citizens Bank and Trust Company, Inc. f/k/a First-Citizens Bank and Trust Company of South Carolina and Cambridge Lakes Condominium Homeowners Association, Inc. f/k/a Cambridge Lakes Horizontal Property Regime, DEFENDANT(S).	IN THE COURT OF COMMON PLEAS CASE NO. 2010-CP-10-06060 MEMORANDUM IN SUPPORT OF THE PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

(211106.00031)

I. INTRODUCTION AND FACTS

On or about February 20, 2004, Johnson D. Koola (hereinafter referred to as the "Defendant Koola"), executed, and delivered to Countrywide Home Loans, Inc. a certain Note ("Note") in writing wherein and whereby the Defendant Koola promised to repay, the original principal sum of $136,192.00, together with interest at a rate of 5.7500% per annum on the unpaid balance; said principal and interest being payable in monthly installments initially of $794.78, commencing on April 1, 2004, and continuing each month thereafter until the Note is fully paid.

In order to secure the payment of said Note, the said Defendant, did on the same date, to wit, February 20, 2004, make, execute and deliver to Mortgage Electronic Registration Systems, Inc. as nominee for Countrywide Home Loans, Inc., its successor and assigns, a certain real estate Mortgage ("Mortgage") covering real property located in Charleston County, South Carolina as more fully described in said Mortgage.

> All that certain condominium unit known and designated as UNIT 208, BUILDING E, CALMBRIDGE LAKE HORIZONTAL PROPERTY REGIME, a Horizontal property regime established pursuant to the South Carolina Horizontal Property Regime Act, Section 27-31-10, et seq., 1976, South Carolina Code of Laws as amended, and submitted by Master Deed dated February 23, 2003 and recorded in the Office of the RMC for Charleston County, South Carolina in Book T-437 at Page 047. SAID dwelling unit conveyed hereby being shown on Exhibit "F" attached to the Master Deed.
>
> CONVEYED TOGETEHR WITH: (1) an undivided percentage in the common elements restricted common areas, and facilities of the property described in said Master Deed ("Common

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Elements") attributable to the said unit; (2) An easement for the continuance of all encroachments by the Dwelling Unit on by the Dwelling Unit on any adjoining unit or common elements existing as a result of construction of the Condominium Unit(s) or which may come into existence as a result of hereafter as a result of settling or shifting of the dwelling unit(s) or of the other condominium unit(s), after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain percentages, or by reason of alteration or repair to the common elements made by or with the owners of the Board of Administration; (3) An easement in common with the owners of other condominium units to use any pipes, wires, ducts, flues, cables, conduits, public utility lines and other common elements located in any other rights and easements in common with the other condominium unit owners, all as described in the Master Deed, Bylaws and any and all Amendments thereto as recorded in the Office of the RMC for Charleston County, South Carolina.

SUBJECT to any and all Restrictions, Covenants, Conditions, easements, Rights of Way and all other matters affecting subject property of record in the Office of the RMC for Charleston County, South Carolina, including, but not limited to those contained in said Master Deed and/or Bylaws, and any and all Amendments thereto.

BEING a portion of the same property as conveyed to CAMBRIDGE TWO, LLC by Deed of Cambridge Lakes, L.P., a SC Limited Partnership, dated April 2, 2003 and duly recorded in the Office of the RMC for Charleston County , South Carolina in Book Z-442 at Page 141.

THIS BEING the same property conveye4d to Johnson D. Koola by virtue of a Dee from Cambridge Two, LLC, a SC Limited Liability Company, dated February 20, 2004 and recorded February 24, 2004, in Book 484 at Page 818 in the RMC Office for Charleston County, South Carolina.

TMS No. 559-14-00-159

Property address: 1587 Cambridge Lakes Drive, Mount Pleasant, SC 29464

The mortgage was recorded February 24, 2004 in the Register of Mesne Conveyances for Charleston County in Book 485 at Page 11.

Thereafter, said Mortgage was assigned to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing LP by assignment instrument recorded September 9, 2010 in Book 142 at Page 770. During the pendency of the action, the Mortgage was assigned to Green Tree Servicing LLC by assignment instruments recorded May 28, 2013 in Book 333 at Page 773 and on June 17, 2013 in Book 338 at Page 879. Thereafter, the Mortgage was assigned to U.S. Bank Trust, N.A., as Trustee for LSF10 Master Participation Trust by assignments filed January 31, 2019 in Book 775 at Page 105 and on February 22, 2019 in Book 779 at Page 35.

As discussed more in depth herein, there was extensive prior litigation as to the issues of standing, real party in interest and holder in due course of the subject note and mortgage. By Order filed September 28, 2018 in United States Bankruptcy Case No. 18-01373-jw, the Court made a finding that Ditech was holder of the note and mortgage and had standing to file the proof of claim. When the debt

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was assigned to U.S. Bank during the litigation, the Court issued an Order filed January 15, 2019 finding that U.S. Bank was now the proper party with standing to assert the claim. Opposing counsel omitted any reference to the prior adjudication of these issues when he again raised the identical issues in his memorandum opposing Plaintiff's Motion for Summary Judgment and his Motion to Strike.

The Mortgage evidences and secures the repayment of money advanced by the Mortgagee to, or on behalf of, the mortgagor and constitutes a purchase money first lien on the Mortgaged premises.

In and by the terms of said Note, Mortgage securing the same, it is provided, among other things, that on failure to pay any installment of either principal or interest or any portion thereof when due, or if any of the conditions and requirements in the Mortgage securing the same not be complied with, then the whole principal sum and accrued interest shall, at the option of the legal holder thereof, become at once due and payable without notice, and collectible by foreclosure. In and by the terms of the said Note, it is further provided that the maker thereof shall pay all collection costs, including reasonable attorney's fees, if the said Note be placed in the hands of an attorney for collection after default. The notice required by the terms of the Mortgage or by state or federal law was been given to the Defendant Koola prior to the commencement of the action.

The installments of principal and interest falling due from and after November 1, 2009, have not been paid, thereby placing the Defendant Koola in default under the terms of the Note and Mortgage. Although demand for payment thereof has been made, the Defendant has failed to cure the default. The payment history is attached to the supporting affidavit and incorporated herein. Additionally, the United States Bankruptcy previously approved the proof of claim submitted in Case No. 18-01373-jw, which had identical debt figures. The Trustee's Statement of Disbursements in the two (2) prior Chapter 13 cases confirmed that no payments were made towards the mortgage debt during those matters.

On July 27, 2010, the Lis Pendens, Summons, and Complaint for Foreclosure was filed. The Defendant Koola filed an Answer and Crossclaim on November 29, 2010, and an Amended Answer and Counterclaim on March 3, 2011, and March 24, 2011. Plaintiff filed a Reply on April 22, 2011 and a Motion for Summary Judgment on February 15, 2023.

II. DISCUSSION

Plaintiff would show that the lengthy procedural history of repetitive and frivolous filings in various courts by Defendant Koola are clear and convincing evidence that the Defendant Koola is a bad faith litigant. The arguments made by Defendant Koola and his counsel in this action are repetitive and again seek to litigate matters that are *res judicata.*

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Plaintiff would show that prior to the current action filed in 2010, Defendant Kola filed a Chapter 7 Petition with the United States Bankruptcy Court March 20, 2009 as Case #09-02104-dd. Pursuant to Item 21 of Schedule B of the Chapter 7 Petition, Defendant Koola was required to declare any "contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims" as assets of the estate. Defendant Koola made a sworn statement under penalty of perjury that he had no such claims to declare as assets. Therefore, Defendant Koola is barred under the doctrine of judicial estoppel from now claiming any such defenses and/or counterclaims can be raised in the current foreclosure action. "Judicial estoppel precludes a party from adopting a position in conflict with one earlier taken in the same or related litigation", *Hayne Fed. Credit Union v. Bailey,* 327 S.C. 242, 251, 489 S.E.2d 472, 477 (1997). "The purpose or function of the doctrine is to protect the integrity of the judicial process or the integrity of the courts rather than to protect litigants from allegedly improper or deceitful conduct by their adversaries. Judicial estoppel generally applies only to inconsistent statements of fact". *See Auto-Owners Ins. Co. v. Rhodes,* 405 S.C. 584, 748 S.E.2d 781, 788 (2013) ("For the doctrine of judicial estoppel to apply, . . . two inconsistent positions [must be] taken by the same party [and] . . . the inconsistency must be part of an intentional effort to mislead the court . . . "). ("When a party has formally asserted a certain version of the facts in litigation, he cannot later change those facts when the initial version no longer suits him".) *See Hayne*. Based on the sworn statements made in Defendant Koola's Chapter 7 Bankruptcy Petition, he was granted an Order of Discharge on July 13, 2009.

During the subsequent foreclosure action, Plaintiff filed a Motion for Summary Judgment as to the counterclaims raised by Defendant Koola in his pleadings, with the motion being granted and the counterclaims dismissed by Order filed April 25, 2014. Defendant Koola filed a Motion to Reconsider the dismissal of his counterclaims, which was denied by Order filed April 29, 2014. The Defendant Koola again filed a Motion to Reconsider the dismissal of his counterclaims, which was again denied by Order filed May 9, 2014. Defendant filed an appeal of the Order Denying his Motion for Reconsideration on June 9, 2014 and a second appeal being filed on June 16, 2014. The Order Denying Defendant Koola's Motion for Reconsideration was affirmed and his appeal was denied by Order filed February 17, 2016. The Remittitur for the failed appeal was filed March 12, 2018.

Shortly after the appeal was denied, Defendant Koola filed a Chapter 13 Bankruptcy Petition on March 20, 2018 as Case No. 18-01372-jw. Pursuant to Item 34 Schedule B of the Chapter 13 Petition, Defendant Koola was required to declare any "contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims" as assets of the estate. Defendant Koola again made a sworn statement under penalty of perjury that he had no such claims to declare as assets. The Note and mortgage were held by Ditech Financial LLC f/k/a Green Tree Servicing

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LLC at the time of the 1st Chapter 13 Bankruptcy, with Ditech filing a proof of claim on April 19, 2018. Due to the original promissory note being lost, Ditech filed an amended proof of claim on June 8, 2018. Defendant Koola filed a Motion Requiring Ditech to show proof of Note and Mortgage on April 18, 2018 and an Objection to the proof of claim on May 7, 2018. After extensive litigation, the United States Bankruptcy Court issued a detailed Order filed September 28, 2018 finding that Ditech had standing to file the proof of claim and denying the Debtor's objection to the creditor's claim. The Order also specifically approved the amount of the claim. Due to the account being transferred and assigned to U.S. Bank during the pendency of the bankruptcy, U.S. Bank filed a proof of claim on November 13, 2018. The Defendant Koola moved for a new trial, which was denied by Order filed January 15, 2019. It should further be noted that the Order made a specific finding that U.S. Bank was the proper party to proceed with the proof of claim. Defendant Koola made a repetitive 2nd Objection to the claim, which was denied by Order filed February 13, 2019. Due to the Defendant Koola's failure to propose a feasible Chapter 13 plan, the bankruptcy petition was dismissed by Order filed February 13, 2019. Defendant Koola filed an appeal of the Order Dismissing his Chapter 13 Bankruptcy case with the United States District Court as Case No. 2:19:cv-00429-RMG, which was denied by Order December 26, 2019. As shown on the Chapter 13 Trustee's Statement of Disbursements, no payments were made on the mortgage account through the Chapter 13 Trustee during the 1st Chapter 13 Bankruptcy case.

Upon the dismissal of Defendant Koola's 1st Chapter 13 case, the foreclosure action was scheduled for hearing on September 19, 2019. The day prior to the scheduled foreclosure hearing, Defendant Koola filed a Notice of Removal to Federal Court on September 9, 2019. The United States District Court determined there was a lack of subject matter jurisdiction for the removal and the case was remanded back to state court by Order filed April 2, 2020.

Defendant Koola filed a 2nd Chapter 13 Case on March 19, 2021 as Case No. 21-00564-jw. Defendant Koola continued to argue that the creditor's claim of U.S. Bank was invalid despite that specific issue having been extensively litigated with finality in the prior bankruptcy case. The 2nd Chapter 13 Bankruptcy case was dismissed by Order filed August 17, 2021. In the order, the court noted that the debtor was continuing to reargue the identical issues that had been previously decided ("**As stated in its Order Denying Confirmation entered June 8, 2021, this Court found that the doctrine of *res judicata* bars Debtor from challenging the Creditor's standing to assert its rights in the Mortgage and asserting its claim in this case.**") (emphasis added). The Court sanctioned the Debtor by making a specific finding that he "is barred from relitigating this issue" as well as banning him from any further bankruptcy filings for a period of three (3) years. As shown on the Chapter 13 Trustee's Statement of Disbursements, no payments were made on the mortgage account through the Chapter 13 Trustee during the 2nd Chapter 13 Bankruptcy case.

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The Plaintiff has established all of the facts necessary to recover on its cause of action for foreclosure.

Summary judgment is appropriate when "there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Rule 56(c), SCRCP. With the Plaintiff's initial burden met, the Defendant may not rest upon the mere allegations or denials of their pleadings but must come forward with specific facts showing there is a genuine issue for trial. *Grant v. Mount Vernon Mills, Inc.*, 370 S.C. 138, 142, 634 S.E.2d 15, 17 (Ct. App. 2006).

The Note, Mortgage, are direct evidence of the terms and existence of the agreement entered into by the Defendants. Additionally prior determinations of both the Plaintiff as the proper party with standing to foreclose the debt as well as the specific arrearage have been adjudicated during the related state Equity Court, state Appellate Court, United States Bankruptcy Court and federal District Court cases.

The account has been in arrears since November 1, 2009 as stated in Plaintiff's Affidavit of Indebtedness. The Plaintiff's Affidavit clearly establishes the breach of the Note and Mortgage, and the amount and measures of damages sustained by the Plaintiff as a result of the Defendant's breach. The amount of the debt was also previously adjudicated by the United States Bankruptcy Court during the prior Chapter 13 Bankruptcy cases. Further, the Plaintiff is entitled to recover from the Defendant reasonable attorney's fees and Court costs incurred in bringing this action, and as evidence of the costs expended by the Plaintiff in this action, the Plaintiff submits an Affidavit of Attorney's Fees to the Court.

With copies of the Note, Mortgage, Assignments and the Plaintiff's Affidavit, the essential elements and facts of the Plaintiff's cause of action for foreclosure have been established. See *U.S. Bank Trust Nat. Ass'n v. Bell*, 385 S.C. 364, 374-75, 684 S.E.2d 199, 205 (Ct. App. 2009). The debt has also been previously adjudicated and found to be valid by previous courts of competent jurisdiction. As such, there are no material issues of fact and summary judgment is appropriate.

III. CONCLUSION

Plaintiff has clearly established the essential elements necessary to prevail on its action for foreclosure. This matter has been extensively litigated for twelve (12) long years in state Equity Court, state Appellate Court, United States Bankruptcy Court and federal District Court. No material issue of fact remains to be decided and the prior determinations of those courts constitute *res judicata*. Thus, when no issue of material fact exists, the appropriate action is Summary Judgment. *Spencer v. Miller*, 259 S.C. 453, 192 S.E.2d 863 (1972). Accordingly, the Plaintiff prays that the Court award Summary Judgment as to its cause of action for foreclosure and the relief requested in its Complaint.

Plaintiff would further argue that the arguments made by Defendant Koola and his counsel in this action are repetitive and again seek to litigate matters that are *res judicata.* The memorandum and Motion to Strike filed by opposing counsel are in direct violation of Rule 11 and Rule 56(g) of the South Carolina Rules of Civil Procedure. The above pleadings not only seek to relitigate issues that have been fully and finally adjudicated, the referenced pleadings by Defendant omit any reference whatsoever to the prior adjudications of these issues.

SCOTT AND CORLEY, P.A.

s/ H. Guyton Murrell

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March 20, 2023

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UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF SOUTH CAROLINA

IN RE: Johnson D. Koola, Debtor(s).	C/A No. 18-01373-JW Chapter 13 **ORDER ON MOTION FOR A NEW TRIAL**

This matter comes before the Court upon the Motion for New Trial ("Motion") filed by Johnson D. Koola ("Debtor") on October 12, 2018, seeking a new trial on his objection ("Proof of Claim Objection") to the proof of claim filed by Ditech Financial LLC ("Ditech"), which was previously overruled by the Court by an Order entered September 28, 2018 ("September 2018 Order"). On November 7, 2018, an objection to the Motion was filed by U.S. Bank Trust, N.A., as Trustee for LSF10 Master Participation Trust ("U.S. Bank"), the assignee of the claim since the entry of the September 2018 Order. A hearing was held on the Motion attended by Debtor, counsel for U.S. Bank and Jamal Harris, a representative of Caliber Home Loans, Inc. ("Caliber").

Standard of Review

A motion for a new trial is governed by Fed. R. Civ. P. 59(a), which is made applicable to this proceeding by Fed. R. Bankr. P. 9023. For nonjury matters, Rule 59(a)(1)(B) provides that "[t]he court may, on motion, grant a new trial on all or some of the issues—and to any party—. . . for any reason for which a rehearing has heretofore been granted in a suit in equity in federal court." The District Court for the District of South Carolina in *Sunland Construction Co., Inc. v. City of Myrtle Beach*, C/A No. 4:05-CV-1227-RBH, 2009 WL 10678232 (D.S.C. May 13, 2009), outlined when a new trial should be granted in a non-jury matter:

> Rule 59 has been interpreted as allowing a new trial to be granted in a nonjury action only if a new trial might be obtained under similar circumstances in a jury action. *United States v. Carolina Eastern Chemical Co., Inc.*, 639 F. Supp. 1420,

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> 1423 (D.S.C. 1986). Those generally recognized grounds for a new trial include: that the verdict is against the weight of the evidence, that the damages are excessive, or that for numerous other reasons the trial was not fair. *Montgomery Ward & Co. v. Duncan*, 311 U.S. 243 (1940). A motion for a new trial in a nonjury case or a petition for a rehearing should be based upon manifest error of law or mistake of fact, and a judgment should not be set aside except for substantial reasons. *Carolina Eastern Chemical Co.*, 639 F. Supp. at 1423. Ultimately, the decision on a motion for a new trial rests within the sound discretion of the trial court. *City of Richmond v. Atlantic Co.*, 273 F.2d 902 (4th Cir. 1960).

Sunland Constr. Co., 2009 WL 10678232 at * 6.

While the majority of Debtor's Motion is merely a restatement of the assertions and arguments he made as part of the Proof of Claim Objection, it appears he is asserting that a new trial is necessary because of his allegation that the Court committed an error in law in not requiring the presentment and enforcement of the original note when considering Ditech's standing to file the claim, that the Court's findings contain a mistake of fact, and that he was prejudiced by the Court's determination not to obtain briefs and arguments on the legal effect of Debtor's prior chapter 7 bankruptcy discharge.

Manifest Error of Law

Debtor appears to assert that the Court erred in not addressing Ditech's ability to enforce the original note in this matter in determining its standing to file a claim based on the mortgage debt.

Initially, it is important to recognize that Debtor has repeatedly agreed to the following: (1) the existence and his simultaneous execution of the subject note and mortgage; (2) that he owes the debt represented by the subject note and mortgage, and he has been in default on the debt since 2009; (3) that Federal National Mortgage Association ("Fannie Mae") was the owner of the debt at the time the proof of claim was filed,[1] and therefore that Fannie Mae was the party with the

[1] In his motion filed on July 13, 2018 "Motion for an Order Rescheduling the July 24, 2018 Hearing," Debtor titled his argument as follows: "Since July 1, 2011 Fannie Mae is the owner or holder of the Note given by Koola to

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right to payment.[2] Ditech has also consistently asserted that Fannie Mae was the owner of the debt, including the ownership of the note.[3]

Nonetheless, Debtor argues that Ditech, as servicer, must also demonstrate that it may enforce the original note to have standing to file the proof of claim. As the Court has received

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Countrywide." To further this argument, Debtor included an exhibit to the motion, which was a July 2011 letter from Bank of America to Debtor that indicated that "The name of the creditor to whom the debt is owed: FNMA [(Fannie Mae)]" and noting that "Bank of America, N.A. does not own your loan and only services your loan on behalf of your creditor . . . ." Debtor later asked in his August 13, 2018 Correspondence that the Court take judicial notice of this letter to establish the fact that Fannie Mae is the creditor for the debt.

The July 13, 2018 motion also indicates that in July of 2013, Debtor applied for a loan modification with Fannie Mae. In the cover letter for the application, which was attached to the motion, Debtor states that "I understand that Fannie Mae currently owns my mortgage. Later Bank of America became my service provider. A couple of months back, Bank of America transferred the servicing of the loan to Green Tree." Debtor asserts that his application reflects that "Fannie Mae is the new creditor whom the debt is owed . . . ."

In his Brief filed on August 6, 2018, Debtor states that "Since both Koola and Ditech represent to the Court that Fannie Mae is the creditor, Ditech's 'Affidavit of Lost Note' claim is moot."

In the Correspondence filed by Debtor on August 13, 2018, Debtor indicated that he spoke with a representative of Fannie Mae, and that he was informed that "(i) Fannie Mae is the owner of Koola's mortgage loan; (ii) Fannie Mae became the owner of Koola's mortgage loan on March 1, 2004; (iii) Ditech is the servicer of the loan." Based on these facts, Debtor further alleged in the Correspondence that Ditech committed perjury and a fraud on the court by withholding "information from the Court that Fannie Mae is the creditor and owner of Koola's mortgage loan and that Ditech is only a servicer of Koola's loan owned by Fannie Mae."

Further, through the present Motion, Debtor continues to take the position that Fannie Mae is the owner of the debt, including asserting that "[t]he Note was sold to Fannie Mae in March 2004 . . . ."

[2] Section 101(5) of the Bankruptcy Code defines "claim" as a "right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable secure or unsecured . . . ."

[3] At the hearing on the Objection to Claim held on June 21, 2018, Ditech indicated that Fannie Mae is the owner of the loan. In its August 6, 2018 Brief, Ditech clarified its position that Fannie Mae is the owner of the note, referencing the website providing the Fannie Mae Servicing Guides, which governs the relationship between Fannie Mae and its servicers.

The March 14, 2018 Fannie Mae Servicing Guide provides that "Fannie Mae is at all times the owner of the mortgage note, whether the mortgage loan is in Fannie Mae's portfolio or part of the MBS Pool." *See* § A2-1-04 Fannie Mae Single Family Servicing Guide (Mar. 14, 2018) *available at* https://www.fanniemae.com/content/guide/svc031418.pdf (hereinafter "*2018 FNMA Servicing Guide*"). This appears to have been Fannie Mae's requirements since at least May 23, 2008, before BAC Home Loans Servicing LP commenced a foreclosure action against Debtor. *See* § 202.07.01 Fannie Mae Single Family 2011 Servicing Guide (June 10, 2011) available at https://www.fanniemae.com/content/guide/svc061011.pdf. (indicating that "Fannie Mae is at all times the owner of the mortgage note, whether the mortgage loan is in Fannie Mae's portfolio or part of the MBS pool[,]" and noting that this provision became effective on May 23, 2008). It appears Fannie Mae gives temporary possession of the note to a servicer to assist with representing Fannie Mae's interest in litigation, including foreclosure and bankruptcy cases, by providing the servicer with "holder" status of the note. *See* § A2-1-04 *2018 Fannie Mae Servicing Guide*.

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credible evidence that the note is lost, Debtor maintains that the Court must analyze and apply S.C. Code Ann. § 36-3-804,[4] the lost instrument statute[5] of the South Carolina Commercial Code in effect when Debtor executed the note in 2004.[6] Section 36-3-804 of the South Carolina Code provides that "the owner of an instrument which is lost, whether by destruction, theft or otherwise, may maintain an action in his own name and recover from any party liable upon due proof of his ownership, the facts which prevent his production of the instrument and its terms."[7]

In applying the requirements of that statute, the Court finds that Fannie Mae was the owner of the debt, including ownership of the subject note at the time of the hearing on Proof of Claim

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[4] In his August 6, 2018 Brief, Debtor asserts that "the Court should apply the Code that was in force on February 20, 2004[, the date the note was executed (i.e. S.C. Code Ann. § 36-3-804)]."

Further, in his memorandum in support of the Motion, Debtor asserts: "[T]his Court should apply the Code that was in force on February 20, 2004, which is **S.C. Code Ann. § 36-3-804 (1976).**" (emphasis in original). He also states, "this Court had the duty to apply **S.C. Code Ann. § 36-3-804 (1976)** to determine the validity of Ditech's Affidavit of Lost Note claim." (emphasis in original).

[5] The Court of Appeals of South Carolina has held that a note evidencing a mortgage debt is a negotiable instrument subject to Article 3 of the South Carolina Commercial Code. *See Swindler v. Swindler*, 355 S.C. 245, 249–50, 584 S.E.2d 438, 440–41 (Ct. App. 2003). For the purposes of this Order, the terms "instrument" and "note" will be used interchangeably.

[6] Subsequently, the South Carolina Legislature adopted a revised version of Article 3 of the South Carolina Commercial Code in July of 2008, which included S.C. Code Ann. § 36-3-309 and replaced § 36-3-804. However, the July 2008 Act adopting the amendments indicated that "[a] transaction occurring before the effective date [July 1, 2008] of this act and the rights, obligations, and interests flowing from that transaction are governed by any statute or other law amended or repealed by this act as if repeal or amendment had not occurred and may be terminated, completed, consummated, or enforced under that statute or other law." "Transaction" is not defined in the South Carolina Commercial Code, and it does not appear South Carolina case law has directly addressed what constitutes a "transaction" as intended by the South Carolina Legislature. For the purposes of this Motion, the Court accepts the view that S.C. Code Ann. § 36-3-804 is applicable to this matter.

[7] "Owner" is not defined under the prior version of Article 3 of the South Carolina Commercial Code. That version of the South Carolina Commercial Code permitted parties other than the owner of the note to be the holder of the note for collection and enforcement of the note. *See* S.C. Code Ann. § 36-3-301 (2004) ("The holder of an instrument **whether or not he is the owner** may transfer or negotiate it and discharge it or enforce payment in his own name." (emphasis added)). However, under the plain reading of § 36-3-804, it is clear that the party to collect on and enforce the note after it is lost is the "owner" and not the holder of the note when it was lost. In the present matter, considering the servicing relationship between Bank of America and Fannie Mae, it would appear that Fannie Mae, as owner of the debt, was the owner of the note when it was lost, and that Bank of America was only the holder of the note for purposes of servicing the debt. Based on this determination, it would appear that while Bank of America was entitled to enforce the note as the holder prior to it becoming lost, Fannie Mae, as the owner of the note/instrument, became the party to enforce it under S.C. Code Ann. § 36-3-804 when the note was lost.

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Objection, and at the time the proof of claim was filed by Ditech, its servicer.[8] The Court received credible and undisputed testimony that the original note was lost when it was in the possession of the prior servicer, Bank of America N.A. ("Bank of America"),[9] specifically when it was in the possession of foreclosure counsel, Korn Law Firm. After Korn Law Firm suddenly ceased operations, the original note could no longer be located.[10] Exact copies of the original note, which included its terms, were submitted into evidence by both parties. Therefore, at the time of the Court's September 2018 Order, it would appear that Fannie Mae, as owner of the instrument, would be a proper party to maintain an action to collect according to § 36-3-804.[11]

The credible evidence before the Court established that Ditech, in asserting the proof of claim, was acting for Fannie Mae as its servicer. This Court has repeatedly held that a servicer may file a proof of claim on behalf of the owner of the claim, and the Court of Appeals of South Carolina has held that a servicer has standing to foreclose. *See, e.g., In re McFadden*, 471 B.R. 136, 176

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8 Throughout these proceedings both parties have maintained that Fannie Mae was the owner of the debt. Further, both parties indicated in their pleadings that Fannie Mae was the owner of the Note. Specifically, Ditech asserted Fannie Mae's ownership of the note in its August 6, 2018 brief by stating that "At the time of the initial hearing on the Objection to Claim and at the Preliminary Status Hearing, Fannie Mae was the owner of the note[,]" and referencing the Fannie Mae Single Family Servicing Guide, which further provides that Fannie Mae is at all times the owner of the notes in its portfolio. Further, Debtor, in his motion filed on July 13, 2018 titled "Motion for an Order Rescheduling the July 24, 2018 Hearing," titled his argument as follows: "Since July 1, 2011 Fannie Mae is the owner or holder of the Note given by Koola to Countrywide." Further, in the present Motion, Debtor asserts "[t]he Note was sold to Fannie Mae in March 2004 . . . ."

9 The foreclosure action was initially commenced by BAC Home Loans Servicing LP ("BAC Home Loans"). BAC Home Loans merged with Bank of America, and Bank of America became the plaintiff in the state court foreclosure action as indicated by the October 13, 2011 Order of the state court.

10 Debtor asserts in his Memorandum that the record does not reflect that Bank of America was the holder of the note when it was lost. However, the Court received both testimony and the lost note affidavit which evidenced that Bank of America was the holder of the note when it was lost.

11 Debtor, in his brief in support of his Motion, cites to case law from other jurisdictions for the proposition that under S.C. Code Ann. § 36-3-804, only the party entitled to enforce the instrument at the time it was lost is permitted to enforce it thereafter. However, the cases Debtor cites in support of his arguments apply a different lost instrument statute than that adopted by the South Carolina's Legislature (including both S.C. Code Ann. §§ 36-3-804 and 36-3-309). Specifically, these cases apply the original version of U.C.C. § 3-309, which South Carolina never adopted. In 2008, South Carolina adopted the revised version of U.C.C. § 3-309 to replace S.C. Code Ann. § 36-3-804. The Official Comments to S.C. Code Ann. § 36-3-309 further indicate that the section was drafted with the intent of rejecting the very results that occurred in the cases cited by Debtor. Therefore, the Court does not find the case law cited by Debtor to be relevant to or controlling in the present matter.

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(Bankr. D.S.C. 2012) ("A servicer is a real party in interest and has standing to move for relief from stay and to file proofs of claim on the owner's behalf."); *Bank of America, N.A. v. Draper*, 405 S.C. 214, 223, 746 S.E.2d 478, 482 (Ct. App. 2013) ("[T]he master [in equity] correctly found the Bank [as servicer] had standing to foreclose on the mortgage."). In addition, in order to clarify the record, the Court ordered that the claim be amended to clearly indicate that Ditech was acting on behalf of the owner, Fannie Mae. The Court also ordered in the September 2018 Order for Ditech to administer any funds paid on the debt during the course of the bankruptcy case in trust for and for the benefit of the owner of the debt, Fannie Mae. By these requirements, the Court cured Debtor's concerns that the beneficial party, Fannie Mae, would receive payments. Based upon these facts and conditions, the Court finds the requirements of § 36-3-804 is satisfied, and therefore, Fannie Mae, through its servicer, Ditech, had standing to file the proof of claim and assert the right of payment of the debt.

Finally, it appears that the issue of Ditech's standing is now somewhat mooted by the subsequent direct transfer of ownership of the right to payment of the debt from Fannie Mae to U.S Bank and the filing of an amended proof of claim by the new owner, U.S. Bank.

At the hearing on the Motion, U.S. Bank presented testimony of Jamal Harris, a representative of Caliber, as well as a Notice of Sale of Ownership of Mortgage Loan ("Notice of Sale") sent to Debtor by LSF10 Master Participation Trust on August 17, 2018, and a Noticing of Servicing Transfer ("Service Transfer Notice") set to Debtor by Caliber on September 20, 2018. Mr. Harris testified that Fannie Mae transferred ownership of the subject loan to U.S. Bank on July 25, 2018 and that Caliber became the servicer of the loan on U.S. Bank's behalf in September 2018.

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The Court also made an *in camera* review of the Pooling and Servicing Agreement between U.S Bank, Caliber, and Fannie Mae. The Pooling and Servicing Agreement indicated that Fannie Mae transferred ownership of the subject loan to U.S. Bank on July 25, 2018.[12]

On November 13, 2018, U.S. Bank further filed an amended proof of claim clearly indicating that U.S. Bank is the current creditor, that it acquired post-petition the right to payment of the debt from Fannie Mae, that Ditech made the earlier filing of the claim as servicer for the then owner, Fannie Mae, and that Caliber is the new servicer for U.S. Bank.[13]

Therefore, based on this evidence, the Court finds that Fannie Mae was the owner of the debt, including the subject note, with a right to payment at the time of the filing of the proof of claim, that Ditech acted as its servicer in filing the proof of claim, and that Fannie Mae thereafter transferred ownership of the debt to U.S. Bank on July 25, 2018.[14] Because U.S. Bank is now the owner of the debt with the right to payment under the lost note, it is in compliance with the requirements of S.C. Code Ann. § 36-3-804,[15] and therefore, is the proper party to maintain the proof of claim against Debtor.

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[12] It appears from the pooling and servicing agreement ("PSA") that the debt was part of an underlying mortgage asset purchase agreement between Fannie Mae (referred to in the PSA as the "Original Loan Seller" though it appears it was also referred to as the "Original Mortgage Loan Seller" in the PSA) and LSF10 Mortgage Holdings, LLC on July 25, 2018, and that LSF10 Mortgage Holdings, LLC transferred the pooled loans, including Debtor's debt, to the LSF10 Master Participation Trust and its indentured trustee, U.S. Bank.

[13] After the Court entered its Order on the Proof of Claim Objection, on October 5, 2018, U.S. Bank filed a Transfer of Claim pursuant to Fed. R. Bankr. P. 3001(e)(2) indicating that Ditech, as the party filing the original proof of claim, transferred the subject claim to U.S. Bank. The Transfer of Claim also indicated that notices and payments for the loan should be sent to Caliber, the new servicer of the debt. The Clerk of Court served notice of the Transfer of Claim on Ditech in accordance with Fed. R. Bankr. P. 3001(e)(2), and no objections were filed to the Transfer of Claim.

[14] In light of Debtor's request in his memorandum filed in support of the Motion, the Court will amend the September 2018 Order to address the enforceability of the lost note as analyzed in this Order.

[15] The Court notes that "owner" under S.C. Code Ann. § 36-3-804 is not limited to the owner of the note at the time the note was lost. Therefore, under the plain reading of the statute, U.S. Bank would qualify as the owner under § 36-3-804 when it acquired ownership of the note from Fannie Mae after it was lost.

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Mistake of Fact

Debtor also asserts that the weight of the evidence does not support a finding that Ditech, as the servicer for Fannie Mae, had standing to file a claim in his bankruptcy case because it failed to present sufficient and specific original documents to establish its standing. During the hearing on the Motion, Debtor cited to Judge Duncan's opinion in *In re McFadden*, 471 B.R. 136 (Bankr. D.S.C. 2012) to identify certain specific documents a mortgage creditor should present to establish its standing to file a proof of claim in a bankruptcy case. However, in considering Debtor's arguments, the Court finds that the court in *McFadden* never set any definitive or required list of documents that must be presented to establish a mortgage creditor's standing in a bankruptcy case.[16] Rather, the court in *McFadden* addressed the admissibility of evidence which was subject to an objection at trial. In prosecuting a motion for relief and responding to an objection to claim, the mortgage creditor in *McFadden* elected to present the original note, original mortgage, original assignments, and the relevant pooling and servicing agreement. Furthermore, *McFadden* was not a case of a lost note and does not stand for the proposition that these original documents must be presented to establish standing. Rather, like this Court did in this matter, the *McFadden* court determined standing based on the record presented to it.

Debtor's argument that Ditech and now U.S. Bank must present the original note, original mortgage, all original assignments of the mortgage, and copies of its servicing agreements, and for U.S. Bank, as the new and subsequent owner, the original pooling and servicing agreement to establish standing,[17] also appears contrary to South Carolina law as indicated by *Talbert v. Talbert*, 97 S.C. 136, 81 S.E. 644 (1914) (upholding an order for foreclosure and sale when the trial court

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16 The Court also notes that *McFadden* would not be binding precedent in this matter.

17 The Court conducted an *in camera* review of the pooling and servicing agreement for Debtor's loan.

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accepted secondary evidence of the assignment of the note and mortgage when the plaintiff has lost the original copies).[18] While these documents may be helpful, neither Ditech nor U.S. Bank are bound to present those specific documents to establish standing, but may present alternative convincing evidence to establish the claim. Further it is unclear why the original mortgage would need to be produced in this matter as Debtor is not questioning the authenticity of the copy of the mortgage or the signatures contained therein. In addition, both parties have submitted identical copies of the note, and Debtor does not contest his signature on the original note. Further, the Court finds the evidence that the original note is lost to be credible and therefore cannot be presented.

Over the course of three months, Debtor has had multiple opportunities to obtain and present evidence to support his allegations that another party must file the proof of claim; however, the Court has only been presented with Debtor's multiple objections and varying demands for more and more proof. The record has consistently presented a single narrative.[19] Debtor has admitted the outstanding debt as evidenced by the simultaneously executed note and mortgage and that it is in default and presently owed. BAC Home Loans, which later became Bank of America commenced a foreclosure action against Debtor. Bank of America was the servicer of Debtor's

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[18] Due to the automatic stay in this case, U.S. Bank had not yet executed an assignment of the mortgage from Ditech to U.S. Bank at the time of the hearing on the Motion. However, after the conclusion of the hearing, the Court granted limited relief to U.S. Bank to execute and record the assignment of the mortgage.

[19] Debtor asserts that Ditech has committed a fraud on the Court during this proceeding when Ditech incorrectly indicated that it was in possession of the original note, when it did not initially disclose that it was the servicer of the debt on behalf of Fannie Mae, and when it relied upon the assignments of record, which Debtor has previously challenged, to support its claim. The Court understands that some of the confusion in this matter resulted from Ditech counsel's initial statements that it would present the original note at the hearing on the objection to claim. However, as testified by Ditech's representative, which the Court finds credible, Ditech did not realize the note was lost until shortly before the June 21, 2018 hearing on the objection. The Court does not believe Ditech intentionally misled the Court regarding the note or acted in any kind scheme to defraud. Further, in light of the holdings regarding a servicer's standing as indicated in *Draper*, the Court also does not find that Ditech's non-disclosure of its servicing relationship with Fannie Mae demonstrates an intent to deceive. Finally, as the Court overruled Debtor's challenges to the assignments of mortgage in the September 2018 Order, the Court does not find Ditech's reliance on these assignments to constitute a fraud on the Court. The Court believes both parties have been forthcoming in this matter and have had open candor regarding the history of the debt.

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loan, which was owned by Fannie Mae.[20] Bank of America, as holder, through its foreclosure counsel, was in possession of the note when it became lost. Thereafter, Green Tree Servicing LLC ("Green Tree"), which would later become Ditech by merger, became the servicer of the loan on behalf of the owner, Fannie Mae, and as a result, Bank of America assigned the right to collect the debt as servicer to Green Tree/Ditech. These facts are reflected in the September 2018 Order and support the Court's holdings in that Order.

Therefore, based on the record, the Court does not find the September 2018 Order contained a mistake of fact.

Failure to Obtain Briefs

In the Motion, Debtor asserts he was prejudiced because the Court considered the legal effect of Debtor's prior chapter 7 bankruptcy discharge on the issues before it without first seeking briefs from the parties on the subject. To the contrary, the Court notes that the recognition of the prior discharge of Debtor's personal liability on the claim benefits Debtor. First, the Court notes that the parties were aware of Debtor's prior discharge throughout this proceeding and failed to raise the subject even though it affects the enforcement of the promissory note against Debtor, which was a point of controversy between the parties. As it was not previously argued, the Court did not recognize the relevance of the prior bankruptcy discharge until its deliberations. Nonetheless, the issuance of Debtor's prior bankruptcy discharge is a matter of public record and its effect on his personal liability under the promissory note is purely a matter of law, and therefore, the Court would not be aided by briefs from the parties.

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[20] Fannie Mae's ownership during Bank of America's servicing of the loan is evidenced by the Fair Debt Collections Practices Act and State Law Notice issued by Bank of America to Debtor, which was submitted to the Court by Debtor in his July 13, 2018 Motion for an Order Rescheduling the July 24, 2018 Hearing (CM/ECF Docket No. 77 at p. 15). In addition, in the Correspondence filed by Debtor on August 13, 2018, Debtor indicated that he spoke with a representative of Fannie Mae, and that he was informed that "Fannie Mae is the owner of Koola's mortgage loan[, and] Fannie Mae became the owner of Koola's mortgage loan on March 1, 2004 . . . ."

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In addition, Debtor, who has offered multiple arguments and pleadings to this Court, had a full opportunity to present arguments regarding the legal effect of his prior discharge as well as any other relevant legal arguments at several hearings in this matter but failed to do so. His failure does not prohibit the Court from making such considerations since they directly affect the right to payment of the claim in this case. Therefore, the Court finds Debtor was not prejudiced when he was not asked to provide briefs on the effect of Debtor's prior chapter 7 bankruptcy discharge.

Reassertion of Proof of Claim Objection

Debtor's Motion also substantially reasserts the allegations he initially raised in his objection to claim, including that the claim is time barred by the statute of limitations, the fact that Bank of America is listed as the plaintiff in the foreclosure action, the Bankruptcy Court's reconsideration of Debtor's dismissed counterclaims in the foreclosure action, the failure of Bank of America to offer Debtor an affordable loan modification,[21] the validity of the mortgage assignments, and the amount of the claim. Debtor has not presented any newly discovered evidence or intervening change of law to warrant a new trial on these matters and the Court does not find that the September 2018 Order contains a mistake of fact, manifest error of law or any other reason

[21] In his Motion, Debtor requests that the Court presently order his mortgage creditor to offer him an affordable loan modification. In light of 11 U.S.C. § 1322(b)(2), the Court does not have the authority to require a mortgage creditor to modify a loan secured by real property that is the principal residence of a debtor.

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that the trial was not fair on those issues.[22] The Court finds the September 2018 Order adequately addresses these allegations.[23]

CONCLUSION

Since filing this chapter 13 case, Debtor has repeatedly maintained that his efforts to object to the mortgage claim were to ensure that he "pays the right creditor" and not to escape liability.[24] Credible evidence was presented to the Court or matters were stipulated which indicate that Fannie Mae was the owner of the debt, including owning the note, and that Bank of America intended to transfer its status as servicer and its collection efforts of the undisputed debt to Ditech. Testimony

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[22] Debtor also asserts that pursuant to Fed. R. Evid. 902, the lost note affidavit presented by Ditech should not be considered. Rule 902 of the Federal Rules of Evidence deals with the introduction of self-authenticated evidence and requires a party to give notice of the intent to offer self-authenticated evidence into the record. First, the Court notes that Debtor did not raise Fed. R. Evid. 902 at the hearing, rather he only indicated in his objection at the hearing that he was surprised by the assertion that the note was lost. Second, it does not appear Ditech was seeking to introduce the evidence pursuant to Fed. R. Evid. 902 as the affidavit was introduced during the testimony of Ms. Gostebski, a representative of Ditech, as a business record. As a result, it does not appear that Ditech was under an obligation to provide written notice of the intent to offer the affidavit into evidence. Third, Ditech provided notice of its intent to introduce the lost note affidavit in the statement of dispute filed with the Court three business days prior to the hearing on the objection to claim. Finally, the Court notes that it held an additional hearing on the objection to claim on July 24, 2018 to permit Debtor to present further arguments on the lost note affidavit and other items to appease Debtor's arguments of surprise that may have resulted from Ditech's determination that the note was lost shortly before the June 21, 2018 hearing.

Further, the Court notes that relevant facts contained in the lost note affidavit were also testified to by Ms. Gostebski, which the Court found to be credible.

[23] In Debtor's Memorandum in support of the Motion, Debtor asserts the Court *sua sponte* continued the May 24, 2018 hearing on Debtor's "Motion for Order of the Court Requiring Ditech Financial LLC to File Evidentiary Proof of Note and Mortgage" filed on April 18, 2018, and that the Court prejudiced Debtor by not finding at that hearing that Ditech did not have standing. However, the Court did not continue Debtor's May 24, 2018 hearing. Because Debtor had filed the Proof of Claim Objection on May 7, 2018, which challenged Ditech's standing, the Court determined that the more appropriate avenue for challenging Ditech's standing was through the claims process under 11 U.S.C. § 502 and the prosecution of Debtor's objection. Therefore, the Court denied the April 18, 2018 motion as moot due to the pending Proof of Claim Objection. Debtor has had a full and fair opportunity to challenge Ditech's standing through his objection to claim. Therefore, the Court does not find Debtor was prejudiced by the Court's denial of his April 18, 2018 "Motion for Order of the Court Requiring Ditech Financial LLC to File Evidentiary Proof of Note and Mortgage" as moot.

[24] The Court is becoming increasingly concerned that Debtor's present efforts are to delay the collection efforts on the mortgage debt as Debtor has a significant litigation history in the state court foreclosure action, including appealing matters to the Supreme Court of the United States, and he is now in default on the debt for nearly ten years of missed payments.

provided by Ditech clearly indicated it acted on behalf of Fannie Mae, the undisputed owner of the right to payment of the debt.

To ensure that Debtor was protected from double payments, which he consistently stated as his concern, and recognizing that amendments to claims can be liberally allowed, the Court ordered in the September 2018 Order that Ditech or its successor amend the claim to facially indicate it acting as servicer for Fannie Mae or a successor owner and that all payments be collected for the benefit of Fannie Mae or a successor owner and credited to Debtor's debt there.

Unbeknownst to the Court, on July 25, 2018,[25] Fannie Mae transferred the ownership of the debt/claim to U.S. Bank. The Court has received evidence of the transfer submitted at the hearing on November 14, 2018 and finds it to be credible.

As owner of the debt, represented by the lost note and the mortgage, U.S. Bank has designated Caliber as its servicer and had the claim transferred from Ditech to U.S. Bank. Further, U.S. Bank has amended the claim to clearly show its status as owner of the debt.

For these reasons, the Court denies Debtor's Motion for a New Trial.

AND IT IS SO ORDERED.

[25] In a footnote in its August 6, 2018 brief, Ditech briefly indicated that Fannie Mae had sold Debtor's loan, but without any indication of to whom the loan was sold. Further, the Court received a correspondence filed by Ditech's counsel on August 13, 2018 indicating the debt had been transferred from Fannie Mae, but no formal transfer of claim was filed on the claims register until October 5, 2018.

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Notice Recipients

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Case: 18-01373-jw Form ID: pdf01 Total: 8

Recipients submitted to the BNC (Bankruptcy Noticing Center) without an address:

cr	U.S. Bank Trust, N.A., as Trustee for LSF10 Master Participation Trust	

TOTAL: 1

Recipients of Notice of Electronic Filing:

ust	US Trustee's Office	USTPRegion04.CO.ECF@usdoj.gov
tr	James M. Wyman	13info@charleston13.com
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aty	Jason D Wyman	Jason.wyman@rtt-law.com
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TOTAL: 5

Recipients submitted to the BNC (Bankruptcy Noticing Center):

db	Johnson D. Koola	1587 Cambridge Lakes Drive	Mount Pleasant, SC 29464	
cr	U.S. Bank Trust, N.A., as Trustee for LSF10 Master Participation Trust c/o Caliber Home Loans, Inc. Wireless Way	Oklahoma City, OK 73134		13801

TOTAL: 2

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UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:	C/A No. 18-01373-JW
	Chapter 13
Johnson D. Koola,	**ORDER**
Debtor(s).	

This matter comes before the Court upon Johnson D. Koola's ("Debtor") Objection ("Objection") to the Proof of Claim filed by Ditech Financial LLC fka Green Tree Servicing LLC ("Ditech"). Ditech filed a Response to the Objection, and a hearing was held on the matter. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, and this is a core proceeding pursuant to 28 U.S.C. § 157. Pursuant to Fed. R. Civ. P. 52, as made applicable to this proceeding under Fed. R. Bankr. P. 7052, the Court makes the following Findings of Fact and Conclusions of Law.[1]

FINDINGS OF FACT

1. On February 20, 2004, Debtor executed a fixed rate note ("Note") in the amount of $136,192.00 to Countrywide Home Loans, Inc.

2. Also on February 20, 2004, Debtor executed a first mortgage ("Mortgage") as security. The Mortgage encumbers Debtor's principal residence, 1587 Cambridge Lakes Drive, Mount Pleasant, South Carolina ("Principal Residence"), and was recorded in the public records for Charleston County. The Mortgage indicated that the "mortgagee" is Mortgage Electronic Registration Systems, Inc. ("MERS") and that the "lender" is Countrywide Home Loans, Inc. For

[1] To the extent the following findings of fact are conclusions of law, they are so adopted, and to the extent the following conclusions of law are findings of fact, they are so adopted.

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purposes of this Order, the obligations and duties evidenced in the Note and Mortgage will be collectively referred to as the "Debt".

3. On March 20, 2009, Debtor filed a petition for relief under chapter 7 of the Bankruptcy Code ("Chapter 7 Case") in this District (C/A No. 09-02104-dd). In the schedules for the Chapter 7 Case, Debtor indicates that Countrywide Home Loans had a first mortgage loan secured by his Principal Residence. It appears notice of the Chapter 7 Case was properly served on Countrywide Home Loans. On April 30, 2009, the Chapter 7 Trustee filed a Report of No Distribution, and on July 13, 2009, an Order Discharging Debtor was entered pursuant to 11 U.S.C. § 727. The Chapter 7 Case was closed on July 13, 2009.

4. On July 27, 2010, BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP ("BAC Home Loans") filed a foreclosure action of the Mortgage against Debtor in state court (2010-CP-10-6060) ("Foreclosure Action").

5. On August 27, 2010, MERS executed an assignment of the Mortgage to BAC Home Loans, which was recorded on September 9, 2010 in the public records of Charleston County, South Carolina.

6. In June of 2011, Bank of America, N.A. ("Bank of America") sent a Fair Debt Collection Practices Act Notice to Debtor which indicated that Federal National Mortgage Association ("Fannie Mae") was "the creditor to whom the debt is owed" and that Bank of America "only services your loan on behalf of [the] creditor . . . ."

7. On October 13, 2011, the caption in the Foreclosure Action was amended to reflect that the Plaintiff was Bank of America because BAC Home Loans and Bank of America merged, leaving Bank of America as the surviving entity.

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8. On May 22, 2012, after a motion filed by the Debtor and a hearing, this Court entered an Order Granting Motion to Reopen Case in Debtor's Chapter 7 Case to permit Debtor to file amended schedules. On June 6, 2012, Debtor filed an amended schedule B indicating that he had a contingent unliquidated claim against "BAC Home Loans Servicing, LP a/k/a Bank of America f/k/a Countrywide Home Loans Servicing, LP for failure to inspect and all related claims." On November 13, 2013, the Court entered an Order Discharging Trustee and Order to Close Case.

9. On April 23, 2013, Green Tree Servicing LLC ("Green Tree") sent a letter to Debtor entitled "Notice of Assignment, Sale, or Transfer of Servicing Rights." The letter stated that "the servicing of [Debtor's] mortgage loan, that is, the right to collect payments from you, is being assigned sold or transferred from Bank of America, N.A. ("Bank of America") to Green Tree Servicing LLC ("Green Tree") effective May 1, 2013." The letter also indicated the address that Debtor is to send payments to Green Tree.

10. On May 16, 2013, Bank of America executed an assignment of the Mortgage to Green Tree, which was recorded on May 28, 2013 in the public records of Charleston County, South Carolina.

11. On June 4, 2013, MERS executed a purported assignment of the Mortgage to Green Tree, which was recorded on June 17, 2013 in the public records of Charleston, County, South Carolina.

12. On August 31, 2015, Green Tree merged with DT Holdings LLC and Ditech Mortgage Corp., with the surviving entity being Ditech.

13. Throughout this time, when not stayed, the Foreclosure Action continued to proceed. During this period, the state court's Master-in-Equity granted summary judgment to Bank

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of America regarding Debtor's counterclaims. Debtor appealed the judgment to the Court of Appeals of South Carolina, which affirmed the lower court's holdings. See Bank of America v. Koola, Appellate Case No. 2014-001323, 2016 WL 640530 (S.C. Ct. App. Feb. 17, 2016). In addition, Debtor removed the Foreclosure Action from the state court to the U.S. District Court for the District of South Carolina. The District Court held that the Foreclosure Action should be remanded back to state court. See Bank of America, N.A. v. Koola, 2016 WL 8672929 (D.S.C. July 29, 2016). Thereafter, Debtor appealed the District of South Carolina's opinion to the Fourth Circuit Court of Appeals, where, the Fourth Circuit dismissed Debtor's appeal. See Bank of America, N.A. v. Koola, 691 Fed. App'x 128 (4th Cir. 2017). After appealing the Fourth Circuit Court of Appeals' decision to the Supreme Court of the United States, the Supreme Court denied certiorari on February 20, 2018. See Koola v. Bank of America, N.A., 138 S.Ct. 1004 (2018) (Mem.). A Judgement of Foreclosure and Sale has not yet been entered in the Foreclosure Action.

14. On March 20, 2018, Debtor filed a *pro se* petition for relief under chapter 13 of the Bankruptcy Code, staying the Foreclosure Action.

15. In Debtor's schedule D filed on March 20, 2018, Debtor indicates that Bank of America holds a secured claim on Debtor's principal residence. Debtor also listed "Green Tree Bankruptcy Department" and Ditech as others to be notified about his bankruptcy in Part 2 of schedule D. Further, Debtor included a supplement to Schedule D, which states:

> Countrywide Home Loans, LLC, initiated a foreclosure case against debtor in 2010. Later, Bank of America became the plaintiff. In December 2017, attorneys for Bank of America informed the State Court that: (i) in 2013, Bank of America lawfully assigned the mortgage to Green Tree Servicing LLC; (ii) at some time later DITECH Financial became the mortgage holder but without any formal assignment and recordation of the mortgage; and (iii) Bank of America continued to litigate the foreclosure case against the debtor even though it ceased to be the real party in interest.

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There are questions who is the real party in interest and whether statute of limitations bars any claims by plaintiff.

16. Also on March 20, 2018, Debtor filed a proposed chapter 13 plan. In Part 3.1 of the proposed chapter 13 plan, Debtor proposed "to engage in loss mitigation efforts with first mortgagee according to the applicable guidelines or procedures of the Judge assigned to this case." Debtor amended the plan on April 23, 2018, which continued to provide for loss mitigation. On July 6, 2018, Debtor filed a correspondence indicating that he intends to abandon his pursuit of loss mitigation; however, Debtor has not filed a new amended plan to change the treatment of the Debt.

17. On April 4, 2018, Ditech filed an Objection to Confirmation of Plan, in which it alleged it is a holder of a secured claim against Debtor consisting of the Note and Mortgage.

18. On April 19, 2018, Ditech filed its proof of claim ("Proof of Claim"). The Proof of Claim indicated that the creditor was Ditech Financial LLC fka Green Tree Servicing LLC and that Ditech had not acquired the claim from someone else. The Proof of Claim indicated a secured claim of $173,805.30 and an amount of $87,180.63 to cure the pre-petition default.

19. On May 7, 2018, Debtor filed the Objection to the Proof of Claim, which among other things, challenged Ditech as the proper party to file the Proof of Claim.

20. On June 8, 2018, Ditech filed an Amended Proof of Claim. It appears the Amended Proof of Claim contains the same information on Official Form 410 and Official Form 410 A as the Proof of Claim filed on April 19, 2018. On June 11, 2018, Ditech filed its response to the Objection. The response states that "[Ditech] would show that its [in] possession of original note, which has been endorsed in blank, and that makes [Ditech] a real party in interest and that it has standing to proceed in this case. . . . [Ditech] intends to present the original note for the Court's inspection at the hearing."

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21. Also on June 11, 2018, Debtor filed a Memorandum in Support of Objections to Creditor's Proof of Claim and Motion to Disallow the Claim. In this Memorandum, Debtor asserts Ditech has no standing to file the Proof of Claim, alleging: (1) that the Proof of Claim does not establish who is the current holder of the Note; (2) that two of the assignments of the Mortgage are forged and fraudulent documents; (3) that because Bank of America is the Plaintiff in the Foreclosure Action, if Ditech were permitted to collect on the Debt, it would subject Debtor to double collection; and (4) that Ditech should not be permitted to recover certain attorney's fees and costs listed in the Proof of Claim.

22. On June 18, 2018, in anticipation of the hearing on Debtor's Objection to the Proof of Claim, both Debtor and Ditech filed separate Statements of Dispute, which outlined the issues to be decided by the Court, the positions of the parties, the evidence and testimony to be presented, and the legal authority to be presented at the hearing. In Ditech's Statement of Dispute, Ditech indicated for the first time that it was not in possession of the Note and that the Note was in fact lost, but that it was entitled to enforce the lost Note pursuant to the South Carolina Commercial Code.

23. A hearing was held on the Objection, where both parties submitted evidentiary exhibits into the record and testimony was taken from Debtor and Nicole Gostebski, a representative and employee of Ditech. At the hearing Ditech introduced into evidence an Affidavit of Lost Note ("Lost Note Affidavit") executed by Teresa G. Harris, an Assistant Vice President of Ditech, on June 15, 2018. The Lost Note Affidavit stated that "Ditech acquired the right to enforce the Note from Bank of America, N.A., which was entitled to enforce the Note when the loss of possession occurred[,]" that "[t]he original Note has been inadvertently lost, misplaced, or destroyed, or is in the wrongful possession of an unknown person or a person who

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cannot be found or is not amendable to service of process[,]" and that "[t]he original Note is not in the custody and control of Ditech." The testimony of Ms. Gostebski echoed the information provided in the Lost Note Affidavit. In addition, Ms. Gostebski testified that Ditech was not aware that the Note was lost until June 15, 2018 and that it is Ditech's belief that Bank of America, acting as the servicer for Federal National Mortgage Association ("Fannie Mae"), lost the Note. She also testified that Fannie Mae is the owner of the Debt and that Ditech is only the servicer of the Debt.

24. At the hearing on the Objection, counsel for Ditech represented that the Note was transferred to counsel for Bank of America, Korn Law Firm, in 2010 and that Korn Law Firm subsequently ceased operations, at which time all records were destroyed. It appears Ditech is asserting that Korn Law Firm lost the Note during its representation of Bank of America.

25. On July 13, 2018, Debtor filed a Motion for an Order Rescheduling the July 24, 2018 Hearing: (i) to Present Evidence that Fannie Mae is the Current Holder or Owner of Note Given by Koola to the Lender, (ii) To Review Ditech's "Affidavit of Lost Note" to Determine Its Compliance with S.C. Code. Ann. § 36-3-309 and Its Trustworthiness, and (iii) To Dismiss Ditech's Proof of Claim ("Motion to Reschedule"). In the July 13, 2018 Motion, Debtor asserts that Fannie Mae is the owner or holder of the Note and submitted the June 2011 letter he received from Bank of America indicating that Fannie Mae is "the creditor to whom the debt is owed" in support of this assertion. In addition, Debtor submitted with the July 13, 2018 Motion, a letter drafted by Debtor to Fannie Mae dated July 11, 2013 indicating that he "understand[s] Fannie Mae currently owns my mortgage."

26. On July 19, 2018, the Court entered an Order Setting Preliminary Status Hearing on the Motion to Reschedule, noting that the motion included Debtor's request to provide further argument and evidence regarding his Objection to Ditech's Proof of Claim.

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27. On July 20, 2018, Ditech filed a Memorandum in Advance of the Preliminary Status Hearing, and Debtor filed a Statement of Dispute.

28. After holding the Preliminary Status Hearing, the Court entered an Order on July 26, 2018 setting a deadline for the parties to submit briefs addressing the applicable code section of the South Carolina Commercial Code and to tender additional proposed documents pertinent to the ownership of the Note.

29. On August 6, 2018, the parties filed briefs regarding the applicable code section of the South Carolina Commercial Code. Debtor indicated in his August 6, 2018 brief that he is in default on the Mortgage Debt since November 2009, and raised additional, new arguments not previously raised in his Objection, including issues related to the statute of limitations, prior loan modification offers, and the state court's denial of his counterclaims in the Foreclosure Action. On August 13, 2018, Debtor indicated in correspondence filed with the Court that he telephoned Fannie Mae and was informed by it that it is the owner of his mortgage loan since March 1, 2004 and that Ditech is the servicer of the loan. It does not appear the parties dispute that the Debt represented by the Proof of Claim exists or that Fannie Mae has been and is the owner of the Debt. Therefore, the parties do not dispute that Fannie Mae is the ultimate beneficiary of the collection of the Debt.

CONCLUSIONS OF LAW

In his *pro se* Objection to the Proof of Claim,[2] Debtor does not dispute that he owes the Debt or that the Mortgage encumbers his Principal Residence. Debtor has stated on the record that he wants to identify and treat the correct creditor for the Debt in his bankruptcy case.

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[2] Because debtor is acting *pro se* in this matter, the Court liberally construes Debtor's pleadings. See Haines v. Kerner, 404 U.S. 519, 520–21 (1972) (per curiam) (noting that "[the] allegations such as those asserted by [the pro se litigant], however inartfully pleaded, are sufficient to call for the opportunity to offer supporting evidence" and holding that a pro se complaint is held to less stringent standard than formal pleadings filed by attorneys).

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Debtor's Objection predominately centers on who has the standing to file the Proof of Claim against him, and only disputes minor amounts reflected in the claim. It does not appear that there is a dispute as to who is the owner of the Debt as both parties allege that Fannie Mae is the owner and the ultimate beneficiary of the collection of the Debt. However, there is a dispute as to whether Ditech is the proper party to file the Proof of Claim for the Debt in this bankruptcy case.

Burden of Proof

Fed. R. Bankr. P. 3001(f) provides that a claim filed in accordance with Fed. R. Bankr. P. 3001 shall have *prima facie* evidence of validity and amount. If a claim has been filed properly, the party objecting to the claim would have the initial burden of overcoming the claim's *prima facie* evidence. If that burden is overcome, the burden shifts to claimant to demonstrate the validity and amount of the claim.

Debtor has raised several issues regarding whether Ditech's Proof of Claim was filed in accordance with Fed. R. Bankr. P. 3001, including whether the appropriate attachments were filed with the Proof of Claim,[3] whether the official proof of claim form was properly completed,[4] and whether Jason A. Contrill and Mary D. Vitartas of Bonial & Associates, P.C. were authorized agents of Ditech to file the Proof of Claim on its behalf.[5]

However, it is not necessary for the Court to determine whether Ditech's Proof of Claim was properly filed under Fed. R. Bankr. P. 3001 because it is apparent that Debtor has overcome

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[3] Specifically, Debtor noted that the assignment from MERS to BAC Home Loans was not attached to either the originally filed or amended proof of claim.

[4] Debtor asserted that Ditech did not properly complete the Official Form 410 because it did indicate that it had acquired the claim from someone else.

[5] Debtor alleged that the power of attorney indicating that Mr. Contrill and Ms. Vitartas were agents of Ditech were not attached. To resolve this issue, the Court notes that a prior version of the official proof of claim form required a creditor's agent to attach a power of attorney to the proof of claim; however, this requirement was removed from the official form as part of the 2012 amendments to the official forms and is not a requirement of the current version of the form (Official Form 410). See In re Rehman, 479 B.R. 238, 244 n.10 (Bankr. D. Mass. 2012).

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any *prima facie* presumption (if such is applicable) the Proof of Claim may have through his challenges to Ditech's standing. Therefore, the burden is on Ditech to establish its claim.

Debtor's Prior Bankruptcy Discharge

While both parties' arguments center on whether Ditech is entitled to enforce the Note under the South Carolina Commercial Code, neither party has addressed the effect of Debtor's prior discharge from his 2009 chapter 7 bankruptcy on the enforcement of the Note. In the Chapter 7 Case, Countrywide Home Loans was listed as the holder of the Debt and provided notice of the proceedings. After a determination of no assets, the Court entered an Order Discharging Debtor pursuant to 11 U.S.C. § 727. Section 727(b) of the Bankruptcy Code provides that the discharge "discharges the debtor from all debts that arose before the date of the order for relief under [chapter7 of the Bankruptcy Code]." However, while a debtor may be discharged from any personal obligation arising under a debt, any lien surviving the bankruptcy case may remain enforceable against the discharged debtor's property after the bankruptcy.

In the present matter, Debtor has filed what is commonly referred to as a "chapter 20" bankruptcy filing in which a debtor files a chapter 13 bankruptcy to address debts and liens after receiving a discharge in a prior chapter 7 bankruptcy case. In Johnson v. Home State Bank, 501 U.S. 78, 111 S.Ct. 2150 (1991), the Supreme Court of the United States has elaborated on the effect of a chapter 7 discharge on a secured claim addressed in a subsequent chapter 13 reorganization plan. In Johnson, the Supreme Court indicated that the chapter 7 discharge "extinguishes only one mode of enforcing a claim—namely, an action against the debt *in personam*—while leaving intact another—namely an action against the debtor *in rem*." Id. at 84, 111 S.Ct. at 2154. Therefore, a chapter 7 bankruptcy discharge, without more, does not eliminate a creditor's right to foreclose on a valid mortgage lien. Id. at 82, 111 S.Ct. at 2153. The Supreme

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Court went on to hold that the creditor's *in rem* rights to enforce the mortgage by foreclosure was a claim under 11 U.S.C. § 502(b) against property of the debtor's estate and may be treated in a subsequent chapter 13 plan.

Under the South Carolina Commercial Code,[6] a defense to the right to enforce a negotiable instrument is the "discharge of the obligor in insolvency proceedings."[7] S.C. Code Ann. § 36-3-305 (2018).[8] In this case, it appears that the *in personam* liability under the Note was discharged and enjoined under 11 U.S.C. § 524(b). Therefore, because Debtor was the only obligor, the Note is unenforceable as remedy for collection against Debtor due to his prior chapter 7 discharge. Nevertheless, Debtor's residence remains subject to the collection of the Debt through foreclosure of any surviving lien.

The Supreme Court of South Carolina has also recognized this reasoning and has stated that "[a] note and mortgage are both securities for the payment of the debt. They are separate and distinct. Nor is a note essential to the validity of the mortgage." Ballou v. Young, 42 S.C. 170, 20 S.E. 84, 86 (1894). As put by that Court: "[T]he debt itself is something different from either the note or mortgage, which are both mere securities for and evidences of the debt, and as a consequence, the loss of the right to enforce one does not necessarily take away the right to enforce the other." Id.; see also McCaughrin & Co. v. Williams, 15 S.C. 505 (1881) ("A deed of trust or

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6 The Mortgage provides that it shall be governed by federal law and the law of the jurisdiction in which the Principal Residence is located. As the Principal Residence is in South Carolina, South Carolina law would govern the Mortgage. The Note does not address the governing law; however, it appears South Carolina law governs the Note as well.

7 A promissory note secured by a mortgage is considered a negotiable instrument and subject to article 3 of the South Carolina Commercial Code. See Swindler v. Swindler, 584 S.E.2d 438, 440–41 (S.C. Ct. App. 2003) (finding that article three governs a note secured by a mortgage on real property).

8 It appears a similar result would be reached under the prior version of the South Carolina Commercial Code. See S.C. Code Ann. § 36-3-305(2)(d) (2003) (noting that a holder in due course would be subject to the defense of a discharge in insolvency proceedings).

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mortgage is valid without any note or bond, although it purports to secure a note or bond and substantially describes it. The mortgage debt exists independently of the note. The inquiry is: Does the debt exist? If it does, it is not essential that there should be any evidence of it beyond what is furnished by the recital of the deed. The validity of a mortgage does not depend upon the description of the debt contained in the deed, nor upon the form of the indebtedness, whether it be by note or bond or otherwise; it depends rather upon the existence of the debt it is given to secure. . . ."); Platt v. Carroll, 125 S.C. 493, 119 S.E. 180 (1923) ("The bond is not the debt, nor is the mortgage the debt; the debt is borrowed money; the bond and the mortgage are simply separate securities for the same debt, and the creditor may pursue either security that his interest may dictate."). This precedent was recently reiterated by the Court of Appeals for South Carolina in Draper. See Draper, 405 S.C. at 220–21, 746 S.E.2d at 481 ("A mortgage and note are separate securities for the same debt . . . ."). Under this line of reasoning, the South Carolina Supreme Court has held that a mortgage may be enforced even when the note has been determined to be void or otherwise unenforceable. See Plyler v. Elliott, 19 S.C. 257 (1883) (permitting foreclosure of the mortgage when the note was void due to an improper alteration); see also Nichols v. Briggs, 18 S.C. 473 (1883) (holding that a mortgage could be enforced when the enforcement of the note was barred due to the statute of limitations).[9] In other words, under South Carolina law, the debt owed is separate from the note and mortgage, and, in circumstances where an unsatisfied note has

[9] The Court notes that while these opinions of the Supreme Court of South Carolina are older, these opinions remain applicable law under South Carolina and are still cited favorably by the South Carolina Supreme Court. See Lever v. Lighting Galleries, Inc., 374 S.C. 30, 647 S.E.2d 214 (2007) (relying on Nichols v Briggs and Platt v. Carroll to determine that a creditor may foreclose a mortgage after a judgment resulting from a related suit on note became stale); see also South Bay Properties, LLC, v. Bayside Property, Inc. (In re South Bay Properties, LLC), C/A no. 10-04922-8-SWH; Adv. Pro. No. 10-00236-8-SWH, slip op., 2011 WL 5902574 at p. *6 (Bankr. E.D.N.C. June 15, 2011) (describing the case law on mortgages in South Carolina in the following manner: "[o]ld and dusty as these cases may be, this court has found no more recent precedent to contradict them, and they appear to have established a lasting legal footprint").

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become unenforceable, the mortgage may stand on its own as evidence and security to enforce the debt.

Despite the chapter 7 discharge, the Debt would nevertheless remain enforceable through the foreclosure of the Mortgage. See Ducker v. Standard Supply Co., Inc., 280 S.C. 157, 159, 311 S.E.2d 728, 730 (1984) ("A discharge of the personal liability of a debt or judgment does not affect the lien securing that debt or judgment."). In this case, the parties agree the Debt which originated with the Note and Mortgage on February 20, 2004 still exists and that Fannie Mae is the ultimate beneficiary of the collection of that Debt. Therefore, to determine the proper party with standing to file the Proof of Claim in this case, the Court must determine who has standing to prosecute an *in rem* foreclosure action of the Mortgage under South Carolina law.

South Carolina Foreclosure Law

The Court of Appeals of South Carolina's recently addressed foreclosure law and procedure in South Carolina as it relates to servicers of a mortgage loan in Bank of America, N.A. v. Draper, 405 S.C. 214, 746 S.E.2d 478 (Ct. App. 2013). In Draper, the Court of Appeals of South Carolina determined that a servicer of a loan, who is not the owner of the loan, has standing to initiate a foreclosure "by virtue of its pecuniary interest in collecting payments under the terms of the note and mortgage." Id. at 222, 746 S.E.2d at 482.

Ditech asserts that under the holding of Draper, it must only demonstrate that it is a servicer to establish its standing to file the Proof of Claim in Debtor's bankruptcy case. However, central to the holding in Draper is the underlying right of the servicer to collect payments on behalf of the beneficial owner of the debt. Simply asserting that you are a servicer does not demonstrate that the servicer or alleged beneficial party has the right to collect the debt. Therefore, the Court does not interpret Draper to eliminate the requirement of a plaintiff in a foreclosure action to

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demonstrate that it or the party on whose part it is acting has the right to collect or otherwise enforce the debt.

As indicated in Draper, the following elements are necessary to bring a foreclosure action in South Carolina:

> "Generally the party seeking foreclosure has the burden of establishing the existence of the debt and the mortgagor's default on that debt. Once the debt and default have been established, the mortgagor has the burden of establishing a defense to foreclosure such as lack of consideration, payment or accord and satisfaction."

Id. at 220–21, 746 S.E.2d at 481 (quoting U.S. Bank Trust Nat'l Ass'n v. Bell, 385 S.C. 364, 374, 684 S.E.2d 199, 204 (Ct. App. 2009)). In this case, the parties do not dispute that the Debt exists, that Debtor has defaulted on the Debt,[10] and that Fannie Mae is the beneficiary of the collection of the Debt.

Therefore, the key inquiry for the Court is whether Ditech has a right to collect the Debt.

Transfers from Bank of America to Green Tree

Based on the uncontradicted record, it appears that prior to 2013, Bank of America acted as the servicer for Fannie Mae, and was entitled to enforce the Debt. Specifically, Bank of America was the holder of the Mortgage due to the 2010 assignment from MERS to BAC Home Loans, as well as the holder of the discharged Note; which was subsequently lost by Bank of America's litigation counsel. As the holder of the Note when it was lost, and the holder of the Mortgage as well as the servicer for Fannie Mae, Bank of America had the right to collect the Debt from Debtor; however, the right to collect *in personam* from Debtor was discharged as part of the prior chapter 7 bankruptcy case.

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[10] Debtor indicated in his pleadings that he has been in default on the debt since November 2009.

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As part of the 2013 servicer transfer between Bank of America and Ditech's predecessor, Green Tree, it appears that Bank of America transferred its rights to the Debt and Mortgage to Green Tree.

First, Bank of America transferred the Mortgage to Green Tree by an assignment dated May 16, 2013.[11] The May 16, 2013 mortgage assignment states that Bank of America "does hereby grant sell assign transfer and convey unto Green Tree . . . all beneficial interest under that certain Mortgage described below **together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.**" (emphasis added). The mortgage assignment would appear to create a clear indication that the parties intended to transfer not only the Mortgage, but also the related right to collect the underlying Debt. Second, the record reflects that Bank of America assigned, sold or transferred the right to collect payments on the Debt to Green Tree as stated in the Servicer Transfer Letter sent to Debtor on April 23, 2013. Further evidence of Bank of America's intent to transfer of the right to collect the Debt is demonstrated by the testimony of Ms. Gostebski and the Lost Note Affidavit filed by Ditech, which both stated that Bank of America transferred the right to enforce the Lost Note to Ditech.[12] Ms. Gostebski also testified at the June 21, 2018 hearing that Ditech is the present servicer of the Debt on behalf of its owner, Fannie Mae.

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[11] While there was an additional mortgage assignment executed on June 4, 2013, which purported to assign the Mortgage from MERS to Green Tree, that assignment appears to be ineffective as MERS had previously transferred and assigned its rights in the Mortgage to BAC Home Loans by the August 27, 2010 assignment of the Mortgage.

[12] Due to the Debtor's discharge, the lost Note is not enforceable against Debtor personally. However, to the extent the lost Note is implicated in this matter, the Court notes that the South Carolina Commercial Code does not appear to address the transfer of a lost instrument. While § 36-3-203 discusses the transfer of instruments, this section only addresses transfers of possession of the instrument. See Official Comments to S.C. Code Ann. 36-3-203 ("Subsection (a) defines transfer by limiting it to cases in which possession of the instrument is delivered for the purpose of giving to the person receiving delivery the right to enforce the instrument.") Therefore, without a more specific statute, it appears that state assignment law would control how a lost note is transferred pursuant to S.C. Code Ann. § 36-3-103(b). South Carolina has long held that "[a]n assignee stands in the shoes of its assignor." Draper, 405 S.C. at 220, 746 S.E.2d at 481. Because Fannie Mae owned the Note, Bank of America possessed limited rights in the

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For the foregoing reasons and based on the record, including but not limited to the Mortgage assignment from Bank of America to Green Tree, the Lost Note Affidavit, and the testimony presented at hearing, the Court finds there was a transfer of the right to collect the underlying Debt on behalf of Fannie Mae from Bank of America to Ditech. Further, Ditech, by testimony of its agent indicated that it is acting on behalf of the owner of the Debt, Fannie Mae, to collect the payments on the Debt. Ditech is, by assignment, the holder of the Mortgage, as the security for the Debt that remains enforceable. The Court finds Ditech is a party with the rights to collect the Debt on behalf of Fannie Mae. For all of these reasons, the Court finds according to the elements set forth in Draper, Ditech has standing, as the servicer of the Debt on behalf of Fannie Mae, to file the Proof of Claim in this case.

In making this conclusion, the Court notes Debtor's concerns regarding the possibility of "double collection" of the same debt due to the Note being lost and past inconsistent statements made about Ditech's possession of the Note indorsed in blank.[13] However, the Note is no longer

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Note as its holder when it was lost, namely the right to collect payments and the right to enforce it. The record reflects that Bank of America transferred those rights to Green Tree, which later became Ditech by merger.

The Court also notes that the only section of the South Carolina Commercial Code that addresses lost instruments is § 36-3-309, which addresses the enforceability of lost instruments. If the Note had been enforceable, it appears Bank of America would qualify under that section as a person entitled to enforce the lost instrument. Courts from other jurisdictions applying a prior version of U.C.C. § 3-309 have held that state assignment law supplements the commercial code to permit a party entitled to enforce a lost note to assign that right to another party. See Allen v. U.S. Bank, N.A. (In re Allen), 472 B.R. 559, 567 (9th Cir. B.A.P. 2012), Atlantic Nat'l Trust, LLC v. McNamee, 984 So.2d 375, 378–79 (Ala. 2007); Beal Bank, S.S.B. v. Caddo Parish-Villas South, Ltd., 218 B.R. 851 855–56 (N.D. Tex. 1998). South Carolina courts have not yet addressed whether state assignment law supplements § 36-3-309 of the S.C. Commercial Code. The Court also notes that under the prior version of South Carolina Commercial Code, Fannie Mae, the party for which Ditech is acting, would be entitled to enforce the lost Note if the Note were enforceable. See S.C. Code Ann. § 36-3-804 (2004). Because the Note is not enforceable due to Debtor's prior discharge, it is not necessary for the Court to determine these issues at this time.

[13] Debtor also asserts that Ditech deliberately misrepresented in the Proof of Claim that it was the servicer of the Debt on behalf of Fannie Mae. While some of the confusion in this matter would have been avoided if Ditech had expressly indicated in the Proof of Claim that it was acting as the servicer on behalf of Fannie Mae, it would appear that Ditech has standing to foreclose the Mortgage under Draper, and would be permitted to file a claim. Further, Ditech indicated at the hearing, through its representative's testimony, that it was the servicer of the Debt on behalf of Fannie Mae. Nonetheless, to clarify the record, the Court is ordering Ditech to amend its claim or make other appropriately written filings to indicate that it is acting as servicer for Fannie Mae in this case.

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enforceable against Debtor personally. Further, the present matter is not a situation where multiple parties are alleging to be the creditor for the same debt. Ditech is the only party that has filed a Proof of Claim on the Debt, a debt that Debtor readily admits to owing. Neither Bank of America or Fannie Mae has filed a claim in addition to Ditech's Proof of Claim. Both Debtor and Ditech agree that Fannie Mae is the owner of the Debt, and therefore, would be the ultimate beneficiary of any payments made on the Debt. Therefore, while the Court finds Ditech is a proper party to file the Proof of Claim for the Mortgage Debt, as an additional measure, the Court hereby orders that Ditech administer any funds collected on the Debt during this case in trust for or for the benefit of Fannie Mae,[14] the owner of the Debt, and requires it to ensure that all payments on the Debt are properly credited by both Ditech and the owner of the Debt against the Debt that is secured by Debtor's residence. To clarify the record, the Court also orders Ditech or any successor servicer to amend the Proof of Claim or make other appropriate written filings to indicate that it is acting as servicer for Fannie Mae or any successor owner of the Debt in this case.

Debtor's Other Arguments for Disallowance of the Claim

Debtor also raised several other arguments that the Proof of Claim should be disallowed or the Court should grant other relief. The Court will briefly address each of these arguments.[15]

Statute of Limitations

Debtor alleges that any claim based on the Mortgage Debt is barred by the statute of limitations under South Carolina law. Specifically, Debtor asserts that he has been in default on

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[14] To the extent the Debt is sold to another party, Ditech or any subsequent servicer shall hold the funds in trust for or for the benefit of the owner of the Debt. While counsel for Ditech has indicated after the hearing on the Objection that Fannie Mae has sold the Debt to LSF10 Mortgage Holdings, LLC on July 25, 2018, no transfer of claim has been filed in the Claims Register as of the entry of this Order.

[15] In addition, Debtor in post-hearing correspondence filed on August 13, 2018, 53 days after the evidentiary hearing on the Objection, sought production of additional information related to Ditech's standing as servicer of the Debt. In light of the Court's ruling, these late requests are moot.

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the Mortgage Debt since November 2009 and that any action for the default would accrue against him as of the date Ditech began servicing the Debt in April 2013. It appears Debtor is arguing that the three-year statute of limitations for contracts under S.C. Code Ann. § 15-3-530 applies. However, because the Debt is secured by the Mortgage, the Court finds the twenty-year statute of limitations under South Carolina law applies. See S.C. Code Ann. § 15-3-520 ("Within twenty years: (a) an action upon a bond or other contract secured by a mortgage of real property . . . ."). Therefore, as the default of the Debt occurred less than twenty years prior to the filing of Debtor's present bankruptcy case, the Court finds that the Proof of Claim is not barred by the statute of limitations.

Failure to Produce the Original Note

Debtor also seeks the disallowance of the Proof of Claim because Ditech failed to produce the original Note. While the production of the original note is one means of establishing standing, neither Debtor not the Court has identified authorities holding that this is a requirement to establish standing under South Carolina law. Further, the facts in this matter indicate that the Note is lost and cannot be produced, but copies of the Note were submitted into evidence by both Ditech and Debtor. Importantly, the Court has already concluded that Ditech is entitled to collect the Debt, through the Mortgage on behalf of Fannie Mae. Therefore, the Proof of Claim should not be disallowed based on Ditech's inability to produce the original Note.

Validity of Mortgage Assignments

Debtor also challenged the validity of the assignments of the Mortgage. Specifically, Debtor points to the fact that the 2010 assignment from MERS to BAC Home Loans was executed by BAC Home Loans' litigation counsel in its role as an Assistant Secretary of MERS. Debtor believes this is a fraudulent practice. Further, Debtor challenges the 2013 assignment from Bank

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of America to Green Tree because the assignment states that the original lender was MERS as nominee for Countrywide Home Loans, Inc. Debtor asserts that Countrywide Home Loans, Inc. was the original lender.

However, this Court has found that a mortgagor, such as Debtor, does not have standing to question the validity of a mortgage assignment because the assignment of the mortgage is a separate contract to which the mortgagor is not a party. See Guy v. Carrington Mortgage Servs. (In re Guy), 552 B.R. 89, 99 (Bankr. D.S.C. 2016); In re McFadden, 471 B.R. 136, 161–62 (Bankr. D.S.C. 2012) (Duncan, J.); Montgomery v. Bank of America, 740 S.E.2d 434 (Ga. Ct. App. 2013)

Nevertheless, even if Debtor had standing to challenge the Mortgage assignments, the Court finds the Debtor's contentions lack merit. In regards to the assignment from MERS to BAC Home Loans, the mere fact that BAC Home Loans' litigation counsel executed the assignment on behalf of MERS does not demonstrate that the assignment was fraudulent. The Court has not identified any authority that precludes an individual from being simultaneously an employee or agent of one entity and an agent of another. In addition, the execution of assignments in this fashion appears to have been the customary practice of MERS. See Jackson v. Mortg. Electronic Registration Sys., Inc., 770 N.W.2d 487 (Minn. 2009) ("MERS instructs its members to have someone on their own staff become a certified MERS officer with authority to sign on behalf of MERS.").

Debtor provided no additional authority or evidence to support the allegation that BAC Home Loans' litigation counsel did not have authority to execute the assignment or was otherwise impersonating as or misrepresenting an Assistant Secretary of MERS. In fact, Debtor's Objection pleads that: "In 2010, Mortgage Electronic Registration Systems, Inc., ("MERS"), as the nominee of Countrywide assigned the mortgage to Bank of America. Countrywide also indorsed the original

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note in blank to Bank of America as a bearer instrument . . . . As the holder of the note and mortgage, Bank of America continued the foreclosure case since 2010 against the debtor as the real party in interest." Debtor also indicates in his Memorandum filed on June 11, 2018 that the assignment from MERS to BAC Home Loans "appears to be a genuine assignment."

Therefore, the Court finds that the fact that the assignment was executed by an individual who also served as litigation counsel in the Foreclosure Action alone is not sufficient grounds to find that the assignment was fraudulent. See Pliego v. Federal Nat'l Mortg. Ass'n, C/A No. 13-2116 (JRT/JJK), slip op., 2014 WL 714477 at *1 n.2 (D. Minn. Feb. 25, 2014) ("[T]he fact that Wilford was an employee of Wilford & Geske[, foreclosure counsel for the creditor,] when he executed the assignment on behalf of MERS is perfectly consistent with this practice and does not establish a plausible basis for a claim that Wilford lacked authority to execute the assignment on behalf of MERS."); Stilp v. HSBC Bank USA, N.A., Civ. No. 12–3098 (ADM/JJK), 2013 WL 1175025, at *4 (D.Minn. Mar. 20, 2013), aff'd, 2013 WL 5340399, at *3 (8th Cir. Sept. 25, 2013) ("Plaintiffs plead upon information and belief that all individuals executing assignments of mortgage and power of attorney lack legal authority to do so. Plaintiffs believe the individuals executing assignments and POAs are employed by organizations other than the ones on whose behalf they have signed.... Even if the individuals do work for other organizations, it does not mean that they could not also work for or be hired as agents on behalf of different clients. Absent even an iota of evidence of fraud, these are conclusory allegations which do not state a claim for which relief may be granted."). Debtor has not demonstrated that the 2010 assignment from MERS to BAC Home Loans is fraudulent.

As to the assignment from Bank of America to Green Tree, Debtor asserts that the assignment is fraudulent because it states that the "Original Lender" is MERS, as nominee for

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Countrywide Home Loans, Inc. Under the Note and Mortgage, the Lender is listed as Countrywide Home Loans, Inc., while MERS, as nominee for Countrywide Home Loans, Inc. is listed as the Mortgagee. Debtor contends that this discrepancy shows the assignment is fraudulent.

However, the Court finds that the assignment correctly lists the original borrower and mortgagor, the date of the Mortgage, the Original amount of the Debt, and the recording information of the Mortgage, including the book and page number and date of the recording of the Mortgage. In addition, the assignment includes the address of both Bank of America and Green Tree.

Section 30-7-50 of the South Carolina Code lists the required information for an assignment of a mortgage: "Assignment of mortgage forms shall include the name of the mortgagor and the name and address of the mortgagee and the book, page and date of recording of the original mortgage, and may include a toll free number for the assignee if such a number is available." The assignment from Bank of America to Green Tree includes all of the required information under S.C. Code Ann. § 30-7-50 to be a valid assignment.

Considering the entirety of the document, it appears the discrepancy raised by Debtor is a scrivener's error that would not affect the validity of the assignment as a reasonable person would be able to identify the mortgage being transferred by the information included in the assignment. Debtor has provided no additional evidence or authority to support his assertion that the assignment is fraudulent. Therefore, the Court does not find that the assignment is fraudulent or otherwise invalid based on the evidence presented.

Plaintiff in the Foreclosure Action

Debtor also asserts that Ditech does not have standing to file the Proof of Claim because Bank of America remains the plaintiff in the Foreclosure Action. In response, counsel for Ditech

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indicated that due to the Debtor's appeals in the Foreclosure Action and the requirements of the automatic stay in Debtor's bankruptcy cases, Ditech has not been able to substitute itself as the plaintiff in the action. This position is supported by evidence submitted by Debtor. Specifically, Debtor submitted a copy of an Affidavit of Verified Statement of Account executed by Krista Leonard, a representative of Ditech on July 25, 2017, which was produced in the Foreclosure Action.[16] The affidavit indicates that Ditech is the "intended substitute plaintiff of BAC Home Loans" in the Foreclosure Action. Further, it appears under Rule 25(c) of the South Carolina Rules of Civil Procedure that when a transfer of interest occurs after an action has commenced, the action may be continued in the name of the original party. Therefore, the Court finds that the fact that Bank of America remains the plaintiff in the state Foreclosure Action at this time is insufficient as grounds to disallow Ditech's Proof of Claim.

Failure to Offer Reasonable Loan Modification

As part of his post-hearing Brief filed on August 6, 2018, Debtor also asserted that Bank of America, as the prior servicer of the Debt, failed to offer him a reasonable loan modification after he completed a trial period plan offered by it to him in 2009. Debtor requests the Court order "the successor-creditor of Bank of America to offer [Debtor] an affordable loan modification."[17]

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16 Debtor asserted that Krista Leonard committed a fraud on the state court because she also signed a Consent Order Granting Substitution of Attorney in the Foreclosure Action on behalf of the plaintiff, Bank of America. Beyond his mere allegations that Ms. Leonard was impersonating an employee of Bank of America, Debtor did not provide any further evidence to support this allegation or to otherwise show that Ms. Leonard lacked the authority to consent on behalf of the plaintiff in the Consent Order. Without any additional evidence or authority, the Court does not find that either the Affidavit of Verified Statement of Account or the Consent Order Granting Substitution of Attorney are fraudulent.

17 It appears Debtor is attempting to assert a claim similar to that raised in Wigod v. Wells Fargo Bank, N.A., 673 F.3d 547 (7th Cir. 2012). In Wigod, the Seventh Circuit Court of Appeals permitted a mortgagor to bring a state law breach of contract action against the servicer of a mortgage loan on the grounds that the servicer breached the trial period payment agreement when it failed to offer a permanent loan modification to the mortgagor after she completed the payments under the trial period payment agreement.

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To the extent Debtor seeks to enforce some prior loan modification offer, it appears he is seeking an affirmative equitable remedy described in Fed. R. Bankr. P. 7001(7). Therefore, Debtor's request for relief would not be permitted in the context of a claim objection under Fed. R. Bankr. P. 3007(b). See Fed. R. Bankr. P. 3007(b) ("A party in interest shall not include a demand for relief of a kind specified in Rule 7001 in an objection to the allowance of a claim.")

Further, while raised in a brief, Debtor did not raise his request for affirmative relief in his originally filed Objection or other pleadings; and therefore there are concerns of adequate notice and proper due process. Therefore, Debtor's request for affirmative relief, if any, should be made in the filing of a separate adversary proceeding against Ditech.

In addition, it appears that Debtor's proposed chapter 13 plan currently seeks a loan modification from the current holder of the Mortgage. To the extent Debtor seeks a new consideration of loss mitigation/mortgage modification in his chapter 13 plan, it should be considered at the confirmation hearing. Therefore, any request for loss mitigation/mortgage modification as a defense to the Proof of Claim is denied.

State Court Counterclaims

Debtor also asserts as part of his post-hearing Brief filed on August 7, 2018 that the Court should reconsider the state court Master in Equity's grant of summary judgment in favor of Bank of America as to counterclaims Debtor raised in that action. The Court of Appeals of South Carolina upheld the Master in Equity's grant of summary judgment. Specifically, Debtor asserts the Court should award him damages based on his counterclaim regarding Bank of America's alleged failure to comply with the "FIRREA Federal Appraisal Regulations."

However, this Court does not have authority to reconsider the orders of the Court of Appeals and Master in Equity under the *Rooker-Feldman* doctrine and *res judicata*. "The

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following requirements must be met for the *Rooker-Feldman* doctrine to apply: (1) the federal plaintiff lost in state court; (2) the plaintiff complains of injuries caused by the state-court judgments; (3) those judgments were rendered before the federal suit was filed; and (4) the plaintiff is inviting the district court to review and reject the state-court judgments." Anderson v. Cordell (In re Infinity Business Group, Inc.), 497 B.R. 495, 500 (Bankr. D.S.C. 2013). In the present matter, these elements are met; therefore, the Court finds Debtor's request for relief based on his Foreclosure Action counterclaim is precluded by the *Rooker-Feldman* doctrine and denied. In addition, the elements of *res judicata* are also met in this matter as to Debtor's counterclaims from the Foreclosure Action.[18]

Amount of the Claim

Because Ditech, as the servicer for Fannie Mae, has a valid claim against Debtor for the collection of the Debt and Mortgage, the Court must also determine the amount of Ditech's claim under § 502(b).

During her testimony, Ms. Gostebski, testified that the payment history attached to Ditech's Proof of Claim is an accurate description of the amounts owed on the Debt, and Ditech submitted the Proof of Claim into evidence.

Debtor does not dispute that he owes the Debt. In fact, Debtor admits that he has been in default on payments for the Debt since November 2009. In addition, Debtor has scheduled the Debt in schedule D in this case in the amount of $180,686.00. However, Debtor disputes the inspection fees and attorney's fees and costs included in Ditech's Proof of Claim.

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[18] Debtor argues that the basis for the state court's grant of summary judgment against him on the counterclaims was incorrect because he subsequently amended his schedules in the Chapter 7 Case to list those claims. However, the state court's judgment is still valid, binding, and final. This Court is neither in the position nor has the authority to reconsider the state court's judgment at this time, and it appears this issue must be more appropriately raised before the state court to reconsider its prior judgment on the counterclaims.

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Ditech's Proof of Claim includes $3,080.52 of fees and costs outstanding, which is based on the payment history attached to the Proof of Claim. These fees and costs consist of $2,105.00 in foreclosure attorney's fees, $75.00 from court filing costs, $225.00 in inspection fees and $675.52 in late fees. Debtor asserts that the foreclosure attorney's fees and costs are not recoverable by Ditech because it did not prosecute the state court Foreclosure Action, rather Bank of America is the plaintiff in that action.

In examining these issues, it appears that the Mortgage provides for the recovery of fees and costs associated with the protection of the creditor's interest, including legal fees and expenses. Section 9 of the Mortgage specifically provides that:

> **9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) [Debtor] fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument, or to enforce laws or regulations) or (c) [Debtor] has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sum secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorney's fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. . . .
>
> Any amounts disbursed by Lender under this Section 9 shall become additional debt of [Debtor] secured by this Security Instrument.

Ditech also submitted into evidence as part of the Proof of Claim the invoices from its counsel for the Foreclosure Action. These invoices describe the date and work completed by counsel in the Foreclosure Action and show that the invoices were paid by Ditech and Green Tree. Because Debtor admits that he is in default on the Mortgage Debt, the Foreclosure Action would be an appropriate action under section 9 of the Mortgage, and the associated attorney's fees and

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costs would be recoverable as additional debt. Further, as the Court has already discussed, Ditech appears to be the interested party for collecting the Debt as a result of the transfer of the Debt from Bank of America to Green Tree/Ditech. The Court does not find that Ditech's inability or delay in substituting itself as plaintiff in the Foreclosure Action would prohibit it from recovering the attorney's fees and costs owed and paid pursuant to section 9 of the Mortgage. Therefore, the Court finds that the attorney's fees and costs paid by Ditech or its predecessor related to the Foreclosure Action are recoverable and may be included in the Proof of Claim in the amount of $2,180.[19]

Debtor also disputes the $225.00 in inspection fees asserted by Ditech in the Proof of Claim. Debtor asserts that "Ditech did not state how these [inspection fees] arose." The testimony provided by Ms. Gostebski was limited about the inspection fees—namely she testified that she believes fees, like inspection fees, are recoverable under the Mortgage. No testimony or evidence was provided about what was inspected, the extent of these inspections, or how these inspections were reasonable or appropriate to protect Ditech and Fannie Mae's interest in the subject property. Based on the evidence presented, the Court finds that Ditech has not sufficiently demonstrated that the inspection fees are recoverable under the Mortgage. Therefore, the claim shall be reduced by the $225.00.

Finally, Debtor does not appear to dispute the principal balance, interest, late fees or escrow advances as part of the Debt asserted in Ditech's claim. Ms. Gostebski testified that the amounts included in the Proof of Claim are accurate as to the amounts owed on the Debt. Without sufficient evidence to the contrary, the Court finds that Ditech has met its burden by a preponderance of evidence as to the amount of these items listed in the claim.

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[19] Debtor also disputed certain fees listed on the payment history of the Proof of Claim, including Title Cost and Service Cost. However, a review of the payment history shows that Ditech reversed those charges on March 20, 2018 and is not attempting to recover those costs from Debtor through the Proof of Claim.

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Therefore, for these reasons, the Court denies Debtor's additional requests to disallow the Proof of Claim, and finds that Ditech, as servicer for Fannie Mae, has an allowed secured claim in the amount of $173,580.30.

CONCLUSION

For the foregoing reasons, the Court finds Ditech's secured claim is allowed in the amount of $173,580.30. The Court further orders that Ditech, or any successor servicer, shall administer any funds paid on the Debt during the course of this bankruptcy case in trust for or for the benefit of the owner of the Debt, presently Fannie Mae, until ordered otherwise. Finally, to clarify the relationship of the parties, the Court orders that Ditech or any successor servicer amend its Proof of Claim or make other appropriate written filings to indicate that it is acting as servicer for Fannie Mae or any successor owner of the Debt in this case.

AND IT IS ORDERED.

FILED BY THE COURT
09/28/2018

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

Entered: 09/28/2018

John E. Waites

US Bankruptcy Judge
District of South Carolina

Notice Recipients

District/Off: 0420-2 User: mobley Date Created: 9/28/2018
Case: 18-01373-jw Form ID: pdf01 Total: 5

Recipients of Notice of Electronic Filing:

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TOTAL: 4

Recipients submitted to the BNC (Bankruptcy Noticing Center):

db	Johnson D. Koola	1587 Cambridge Lakes Drive	Mount Pleasant, SC 29464

TOTAL: 1

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U.S. BANKRUPTCY COURT
District of South Carolina

Case Number: **18-01373-jw**

ORDER ON MOTION FOR A NEW TRIAL

The relief set forth on the following pages, for a total of 14 pages including this page, is hereby ORDERED.

FILED BY THE COURT
01/15/2019

Entered: 01/15/2019

John E. Waites

US Bankruptcy Judge
District of South Carolina

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State of South Carolina)
)
County of Charleston)

U.S. Bank Trust, N.A., as Trustee for LSF10 Master Participation Trust,)
Plaintiff,)
v.)
Johnson D. Koola, First Citizens Bank and Trust Company, Inc. f/k/a First-Citizens Bank and Trust Company of South Carolina, and Cambridge Lakes Condominium Homeowners Association, Inc. f/k/a Cambridge Lakes Horizontal Property Regime,)
Defendants.)

2010-CP-10-06060

Transcript of Hearing

Date: March 22, 2023

Time: 10:18 a.m.

Location: Charleston County Judicial Center, 100 Broad Street, Charleston, South Carolina

Reported by
Miranda Brown

APPEARANCES

Presiding: The Honorable Mikell R. Scarborough
Charleston County Master-in-Equity
Charleston, South Carolina

For the Plaintiff: H. Guyton Murrell, Esq.
Scott & Corley, PA
Columbia, South Carolina

For the Defendant Johnson D. Koola: William H. Sloan, Esq.
Sloan Law Firm, PA
Summerville, South Carolina

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EXHIBITS

No exhibits were marked during the course of this hearing

PROCEEDINGS

THE COURT: Okay. We are here today in the case captioned "U.S. Bank and Trust, as plaintiff, v. Johnson Koola, the defendant." The case number is 2010-CP-10-6060. The matter is set for trial today on the trial calendar. But I note also that Plaintiffs have a filed a motion for summary judgment with some attachments to that. Mr. Guyton Murrell here for the plaintiff, and Mr. Koola is present with his attorney, Mr. Bill Sloan.
Mr. Sloan, good morning to you.
MR. SLOAN: Good morning, Your Honor.
THE COURT: And, Mr. Murrell --
MR. MURRELL: Good morning, Your Honor.
THE COURT: -- good morning to you to you, sir. All right. Any matters we take up before the motion? I'll entertain the motion, and then we'll talk about where we're going from there, okay?
Mr. Sloan?
MR. SLOAN: Your Honor, we also filed a motion to -- to strike the 2019 order substituting plaintiff because --
THE COURT: Mr. Koola didn't get notice?
MR. MURRELL: That -- that's correct, sir.
THE COURT: Okay. And what basis -- on what basis does

he require to get notice?
MR. SLOAN: Just the simple -- he's -- he's -- he's entitled to notice. The -- the motion -- the motion and the proposed order were filed. I -- I believe he should have had the chance to be heard -- to be heard on that.
THE COURT: Okay.
MR. MURRELL: Your Honor, my -- I'm going to cover that in my motion for summary judgment in that the issue of the proper plaintiff was previously adjudicated. And I noticed, like his other pleas, he fails to mention any of the adverse rulings by the prior courts.
THE COURT: All right. I'll hold it in abeyance. Let's go ahead into the motion and then -- but we'll take it up during that time, okay? I'll deny it if you'd like.
MR. SLOAN: Oh --
THE COURT: Okay?
MR. SLOAN: -- no. No, Your Honor. I -- I had one separate. I -- I had one other matter.
THE COURT: Okay. Sure.
MR. SLOAN: I -- I don't think this -- this matter should proceed, as -- as well. I didn't file a formal motion on it.

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THE COURT: All right.
MR. SLOAN: But this case -- this'll probably be your last one that was filed before May 3rd, 2011, when the administrative order came out.
THE COURT: Okay.
MR. SLOAN: The --
THE COURT: It's been hanging around for a while. It's number one on my hit list, by the way.
MR. SLOAN: Yes, Your Honor. It'll be the last case that's older -- older than my son, but --
THE COURT: Okay.
MR. SLOAN: But I did not see in the record -- and -- and Mr. Murrell can definitely correct me that the administrative order says that the defendant shall be -- they shall file and serve a -- a right to foreclosure intervention, and that no -- no hearing on the merits, which this summary judgment trial is, can proceed until that administrative order has been handled: foreclosure intervention.

Mr. Koola -- after he has retained me, he has been -- we -- we have engaged Mr. Murrell in foreclosure intervention, and we did make a Rule 408 offer. We're not -- not in perfect agreement on it. But Mr. Koola would like to engage in -- in foreclosure intervention.

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MR. MURRELL: Your Honor, no offer was couched as 408, and it's entirely unethical to discuss settlement negotiations.
THE COURT: Okay. What -- what's the status of any foreclosure intervention despite the fact the case's been going on for 13 years?
MR. MURRELL: Well, number one, this long predates that requirement.
THE COURT: Right.
MR. MURRELL: And, number two, he was offered a loan modification, I believe, in the bankruptcy and declined it. But, again, there have been 12 years of continuous litigation through bankruptcy court, this court, the state appellate court, and the U.S. district court over about, I think, five or six different cases. And all of the issues have -- have been previously adjudicated.

And the -- you know, the initial brief that they filed I let slide because I assumed that counsel was hired at the last minute and didn't have time to properly research the case. Although, I still don't know if that complies with Rule 11. I did give him the professional courtesy of providing an order that was directly on point and cautioned him that he needed to really perform some research on this case.

I don't think there's any question the most recent brief that they filed is clearly sanctionable, and I will be moving for sanctions against opposing counsel at the conclusion of this matter.

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THE COURT: All right. Well, let's get into -- let's get into the merits, and let's just talk about this motion, all right? This has a long history in this case. I'm --
MR. MURRELL: It does, Your Honor.
THE COURT: I'm --
MR. MURRELL: Unfortunately, I'm going to have cover -- I'm going to try to do it as briefly as possible, but cover the highlights and the prior adjudications and how they're applicable to this action.
THE COURT: Okay. Okay.
MR. MURRELL: If it please the Court, the defendant initially filed a Chapter 7 prior to this action being commenced and received a discharge thereto. And I would submit a copy of that discharge order to the Court and ask the Court to take judicial notice of the public record and, specifically, the record as to the previous bankruptcy filings by Mr. Koola.

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THE COURT: Okay. All right.
MR. MURRELL: If I may approach?
THE COURT: So Chapter 7 bankruptcy was filed prior to the initiation of this action?
MR. MURRELL: It was, Your Honor.
THE COURT: And the result of that was?
MR. MURRELL: He received a discharge --
THE COURT: All right.
MR. MURRELL: -- which relieved any personal liability on the note. And that does come into play in this action.
THE COURT: Okay.
MR. MURRELL: I would note, as part of his Chapter 7 case, he did specifically, under penalty of perjury, make a sworn statement that he had no contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to set-off claims, which he was required to declare as assets of the estate.
THE COURT: Okay.
MR. MURRELL: And I would submit that into evidence, as well.
THE COURT: All right.
MR. MURRELL: And that is noted by the courts in later

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adjudications. After Mr. Koola received his Chapter 7 discharge, thereby relieving him of any personal liability on the note, this action was commenced. He alleged various counterclaims, which the Court dismissed and granted summary judgment to by order dated April the 25th of 2014. And I would submit a copy of that order up, as well.

THE COURT: That was this Court's order, was it not?

MR. MURRELL: It was, Your Honor.

THE COURT: Okay.

MR. MURRELL: The defendant filed a motion to reconsider that, which was denied by order filed April the 29th of 2014. I would submit a copy of that order into evidence. Mr. Koola, not being one to respect the formalities of court procedure, filed a second motion to reconsider on the same issue, and that was denied by order filed May the 9th of 2014.

And I should have said it in the preface, Your Honor, I believe that the history of this case will leave no doubt that Mr. Koola is a bad faith litigant given his repetitive filings, especially where he continues to argue issues that have been clearly adjudicated and by making patently false statements to the Court in pursuit of trying to gain an advantage in litigation.

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Mr. Koola subsequently filed a notice of appeal as to the dismissal of his counterclaims. And that was filed June the 9th of 2014. I submit a copy of that notice of appeal.

THE COURT: Pro se addenda.

MR. MURRELL: Correct, Your Honor. He filed a second notice of appeal on June the 16th. I'd submit a copy of that into evidence. His appeal was denied by order filed February the 17th of 2016, and I would submit a copy of the order denying his appeal and the remittitur remanding it back to this Court.

THE COURT: Looks like --

MR. MURRELL: Mr. Koola --

THE COURT: -- looks like -- looks like -- it like February --

MR. MURRELL: Sure.

THE COURT: -- and March of '18.

MR. MURRELL: Your Honor, that's -- that's the Charleston County Clerk of Court's filing on it --

THE COURT: Okay.

MR. MURRELL: -- when it was filed with the clerk of court. But the -- the order affirming this court's order was entered February 17th of 2016.

THE COURT: Wait. Hold on a second. All right. What you've handed me is the unpublished opinion of the

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Court of Appeals entered February 17th, 2016. And that was the appeal from the --

MR. MURRELL: -- dismissal of counterclaims.

THE COURT: -- dismissal of counterclaims.

MR. MURRELL: Uh-huh.

THE COURT: For some reason, it wasn't filed with the clerk of court until March 12 of '18, two years later. Also handed up was the remittitur addressed to Julie Armstrong, Clerk of Court, dated March 9 of 2018 and filed March 12 of 2018.

And along with that -- I wanted to ask you about this one -- there is a letter from Scott Harris, Clerk of the United States Supreme Court, dated February 20 of '18, received by the South Carolina Court of Appeals on February 27th of '18. So I'm assuming that the denial of the -- of the grant of summary judgment to counterclaims was taken all the way to the U.S. Supreme Court; is that correct?

MR. MURRELL: I -- I believe so, Your Honor. Quite honestly, I've been pretty bleary-eyed after reading 12 years of litigation --

THE COURT: I'm with you.

MR. MURRELL: -- on this matter.

THE COURT: Okay. But that would explain why the

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remittitur took two years to get down, right?

MR. MURRELL: Yes, sir.

THE COURT: Petition to reinsert was denied February of '18. All right. Hold on a second. Okay.

MR. MURRELL: Okay. Then, Your Honor, after it was remanded back to this Court, Mr. Koola filed a Chapter 13 bankruptcy. And one advantage to litigating with bad faith litigants is you get some very detailed orders dealing with a wide variety of subjects. And I will be using some of these as research on other cases.

And as I say, as an officer of the court, it appears to me that all the issues have been fully adjudicated, and that's what we're going to get into now. I would submit a copy of the PACER summary from his Chapter 13 bankruptcy case, which the Court titled as a Chapter 13 --

THE COURT: Okay.

MR. MURRELL: -- which is where you file a 7 to relieve yourself of any personal liability and then follow it up with a Chapter 13 to delay collection of the action.

THE COURT: Affectionately referred to in the bankruptcy bar as a "Chapter 20."

MR. MURRELL: It's actually referred to in one of the

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bankruptcy court's orders. That's the first time I've ever seen it --

THE COURT: Yeah.

MR. MURRELL: -- done.

THE COURT: Yeah. Well, for some reason, I spoke to the bankruptcy bar last -- two weekends ago. That's when I first heard about a Chapter 20.

MR. MURRELL: Right. I would note, as part of his Chapter 13, he also in Schedule B confirmed in Item 34, again, which is in complete conformity with his Schedule B in Chapter 7, that he had no contingent, no unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims. Under penalty of perjury, he made a sworn statement that he had no such claims or defenses to declare as assets. The loan at the time was held by Ditech. And I would submit the pages of their proof of claim that set forth the debt. And that was filed on April the 19th of 2018, Your Honor.

THE COURT REPORTER: Thank you.

THE COURT: Okay.

MR. MURRELL: Debtor Mr. Johnson -- Mr. Koola objected to the proof of claim. And, apparently, the proof of claim, the original note, had been lost by a prior litigation counsel. And so that issue was

litigated during the bankruptcy case. Pursuant to the note -- original note not being able to -- to be obtained and it being lost, an amended proof of claim was filed by Ditech addressing that issue.

THE COURT: All right.

MR. MURRELL: And that was filed June the 8th of 2018. The Court -- get my notes -- in an order dated September the 28th of 2018, dealt with Mr. Koola's claim that the lost note not being able to be located and produced should have invalidated the debt or called into question the standing of Ditech to -- to submit a proof of claim.

And in an order dated September the 28th of 2018, by the United States Bankruptcy Court -- I believe that was by Judge Waites who was the chief justice -- the Court fully dealt with the issue. And it -- it really was an excellent treatise on general foreclosure principles. The Court went into the nature of a debt with the note and the mortgage both being securities for the debt. And that even if the -- the note is unenforceable, such as when you get a Chapter 7 discharge, that does not relieve you of any liability for the lien to be enforced against the property.

And the Court made a specific finding that

Ditech was the -- the holder of the note and the mortgage. And there was detailed testimony as to where the note had been/when it got lost. And the Court confirmed that it's really irrelevant because you -- you, Mr. Koola, decided to file a Chapter 7 to relieve yourself of any personal liability. So the note's really irrelevant. However, we're making a finding that Ditech is the owner of the note and the mortgage and has full authority to enforce the debt.

The order -- and that was on Page -- it's discussed in length between Page 12 and Page 14. And the Court made a specific finding that, even if the note was lost and it was unenforceable, that the mortgage was still an enforceable lien against the property. And the proof of claim of Ditech was specifically approved in the specific amount of $173,580.30.

The order also required any subsequent servicer or holder of the debt to file an amended proof of claim, which of course is perfectly appropriate, especially for -- you know, if -- if and when any payments would have been made to the trustee, they need to know who to send any of the payments made through the plan to.

I would note, as part of my argument, that this is a bad faith litigant who has shown a unwavering disrespect for the -- not only the -- the rulings of the court, but, specifically, for the authority of the court, and this Court in particular.

I would note on Page 23 that the bankruptcy court noted that part of Mr. Koola's argument was that the bankruptcy court should either ignore or vacate this Court's dismissal of his counterclaims and -- and, of course, also ignore the Supreme Court order which denied his appeal.

The bankruptcy court quite rightly said, "We don't have the authority to do that. That's res judicata." But I -- I think that is a very clear indication that Mr. Koola will argue anything that he thinks will advance his case.

Well, the account was subsequently assigned to U.S. Bank during the bankruptcy. And a amended proof of claim was filed on November the 13th of 2018, by U.S. Bank as the current holder of the debt. I would submit a copy of that proof of claim into evidence. Mr. Koola objected to the proof of claim and did a motion for a new trial. The Court disposed of that by order dated January the 15th of

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2019. I would hand a copy of that order up.

And in that order, the Court made a specific finding on Page 7 that U.S. Bank was now the owner of the debt and had full authority to file the proof of claim. So I would note that their current motion objecting to U.S. Bank makes no mention of that prior adjudication.

THE COURT: Okay.

MR. MURRELL: And I think that's -- that's part and parcel of his pattern of bad faith litigation. The court also noted that his repetitive allegations of the playment -- the -- the -- the plaintiff in the -- in the foreclosure action being improper and the request to vacate this court's order dismissing his counterclaims, the alleged invalidity of the mortgage assignments and the amount of claims are res judicata under the prior bankruptcy order. That's on Pages 11 and 12 of the January 15th, 2019, order.

And, again, on Page 13, the Court made a clear and undeniable finding that U.S. Bank was the owner of the note and mortgage and had the right to proceed on the proof of claim. Subsequently, the Court denied confirmation of his Chapter 13 bankruptcy by order filed January the 30th of 2019.

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I would submit a copy of that order into evidence.

THE COURT: All right. Hold it right there. I'm looking at this order.

All right. So in the January 30, 2019, order, the Court makes two findings of interest to the Court for today's hearing, and that is that the debtor's proposing to make a balloon payment at the end of the -- in this instance, at the end of the bankruptcy period -- five-year bankruptcy period. The Court found that payment too speculative and, therefore, on that basis, found the plan not feasible and, therefore, did not confirm it.

The Court also looked into a 2010 loan modification offer, which was never agreed upon, and found the Court had no -- no authority to require a loan modification. That was a 2010 loan modification. So I'm assuming that was pursuant to the 2009 order or whatever was going on back at that time prior to 2011, right?

MR. MURRELL: Correct, Your Honor.

THE COURT: Okay.

MR. MURRELL: Also, on -- I -- I will freely admit the affidavit of indebtedness that was submitted -- due to I think I'm the fifth attorney, maybe, who's inherited this file --

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THE COURT: Yeah.

MR. MURRELL: -- and I've had difficulty marshalling all of the documents -- the incorrect breach letter was attached to it --

THE COURT: I gotcha.

MR. MURRELL: -- okay? And, of course, in his brief, he's claiming, "Oh, it was -- it wasn't accelerated until after the sanction was already filed." That is a lie, and he knows it to be a categorical lie to the Court.

I would note on Page 4, the Court noted that the defendant argued in the -- in the hearing that the loan was accelerated in 2009. And, therefore, under his argument, the statute of limitations have run on this since he had been able to drag it out for so many years, and, therefore, it would be unenforceable. And, of course, the Court rightly overruled that as completely frivolous.

But that does go to show that he -- he -- he admitted in court -- and I assume he was telling the truth -- that the loan was accelerated in 2009. But I do have a copy of the 2009 acceleration breach letter --

THE COURT: Okay.

MR. MURRELL: -- that I would submit into evidence, as

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well.

THE COURT: All right. And this came from Bank of America?

MR. MURRELL: Then the debtor filed a second objection to the proof of claim of U.S. Bank. And that objection was denied by order filed February the 13th of 2019. And I would submit a copy of that letter into -- that order into evidence. Let's see. And . . .

THE COURT: Rehashing the same issues?

MR. MURRELL: Yes, Your Honor. He -- he keeps arguing -- he -- when he gets an adversarial ruling, he just makes the same argument again.

THE COURT: Yeah.

MR. MURRELL: And that's -- the record's replete with that. The case, his Chapter 13 bankruptcy, was subsequently dismissed by order filed -- also filed on February the 13th of 2019. I would submit a copy of that order into evidence.

Mr. Koola then filed a appeal of the dismissal of his bankruptcy, and that appeal -- to the U.S. District Court, and that appeal was denied by order filed December 26th, 2019, Boxing Day.

THE COURT: Okay.

MR. MURRELL: Pursuant to the Chapter 13 trustee's

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statement of disbursements, no payments were made to the trustee that were paid on the mortgage account. And, of course, no payments were directly made to my client during the pendency of the action. I'd submit a copy of the trustee's statement of disbursements.

THE COURT: No -- no payments at all were paid during the pendency of the plan? Is that what you're telling me?

MR. MURRELL: That is correct, Your Honor.

THE COURT: All right.

MR. MURRELL: Well, I -- I -- I think he may have paid, roughly, 7,200 to the trustee.

THE COURT: Okay.

MR. MURRELL: But that went toward court costs. And I don't believe there were any disbursements to --

THE COURT: -- to your client.

MR. MURRELL: -- to my client.

THE COURT: Okay.

MR. MURRELL: Correct.

THE COURT: All right.

MR. MURRELL: Let's see. The case was then -- the foreclosure was -- was reinstituted. And Mr. Koola filed a notice of removal, to U.S. District Court, of the foreclosure action.

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THE COURT: Okay.

MR. MURRELL: And that was on, I believe, September 9th of 2019. I would submit a copy of his notice of removal to federal court. The federal court denied the removal since they lacked jurisdiction. And I would submit that that was a frivolous filing solely for purposes of delaying the action. I would submit a copy of the -- that order, which was filed April 2nd of 2020.

THE COURT: Lack of subject matter jurisdiction, right?

MR. MURRELL: Correct. Let's see. And the case was remanded back to the state court. The defendant then filed a second Chapter 13 on March the 2nd of 2021. I would submit a copy of the PACER summary as to the second Chapter 13 into evidence.

The bankruptcy court dismissed his second Chapter 13 with prejudice. Although they didn't use the word "sanctions," clearly, when it was dismissed with prejudice, that was a sanction. And I would submit that order into evidence.

THE COURT: Did that put a time limitation on it?

MR. MURRELL: I believe three years, Your Honor.

THE COURT: Okay.

MR. MURRELL: Mr. Koola appealed to the U.S. district court, and that appeal was denied by an order filed

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March the 2nd of 2022. I'm sorry. I think that order was actually on March the 3rd of 2022. And I would submit a copy of that into evidence.

THE COURT: I'm looking at order Judge Gergel filed 3/2/22.

MR. MURRELL: Yeah. I -- I think this order followed it up --

THE COURT: Okay.

MR. MURRELL: -- immediately afterwards.

THE COURT: Okay.

MR. MURRELL: Typically, I think there's a -- a report made, and then a following order either accepting or modifying the -- the report.

The Chapter 13 trustee's statement of disbursements also shows that no payments were made, which were paid on the -- which would have been paid on each account as a secured claim. I would submit a copy of that into evidence.

Okay. And you do have -- I did submit into evidence the order of dismissal with prejudice filed on August 17th of 2021, Your Honor?

THE COURT: No.

MR. MURRELL: Okay. Let me go ahead and submit that. Here's the bankruptcy order where it was dismissed with prejudice on August the 17th of 2021.

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THE COURT: That was a bankruptcy court order?

MR. MURRELL: Correct, Your Honor. And then he appealed it to federal court, and then the appeal was denied. The -- and I can certainly cite the specific orders in this plethora of -- of adverse rulings to Mr. Johnson, but -- or Mr. Koola -- but, you know, the Court made several relevant findings which, I think, clearly show that they're -- the brief -- certainly, the -- the most recent brief they've filed is -- is filed in bad faith.

One being the Court -- he -- he argued what I call an "internet defense" of, "Oh, I don't think your assignments are valid." And the Court made a specific finding that: You're not a party to that contract, and you don't have standing to question the assignment of the mortgage.

Mr. Koola -- the orders, not only did they make a specific finding approving the proof of claims and approving them both in a specific amount and as to the party, Mr. Koola freely admitted that he's been in default since November of 2009 on -- on his case. So I really don't know what there is left to adjudicate at this point. And I'll be happy to address the parts of their brief that I think are sanctionable if need be.

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THE COURT: Okay.
MR. MURRELL: I would note that the bankruptcy order of August 17th of 2021, that dismissed his second Chapter 13, did have a very good summary of the litigation prior to that point.
THE COURT: Okay.
MR. MURRELL: And it's -- it's, you know, good to look through it. But on Page 11, they did make a specific finding, once again, as to U.S. Bank's position as the creditor/as the owner of the note and mortgage being res judicata and could not be raised any further, which is precisely what he's done in his most recent brief and motion.
THE COURT: Okay.
MR. MURRELL: Without advising the court of those adverse rulings and attempting to differentiate or -- or explain, and certainly I think --
THE COURT: Just relitigating the same issue.
MR. MURRELL: Well, and they're -- there are not only patently false statements, there are -- there's also lie by omission, you know? It's -- it's different when you got a bad faith litigant. There's only so much you can do. But when you're an officer of the court, you have a duty.
And I -- I think it is abundantly clear that

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that duty was not met. Whether it's a case of you signed something someone else drafted or you drafted it and made that decision yourself, either way, you subjected yourself to some -- some harsh penalties for failing to uphold your responsibility as an officer of the court. And I take that extremely serious, Your Honor. This is the first sanctions motion I've done in probably 15 or 20 years. And it pains me to do it. But I think it's entirely appropriate.
THE COURT: Okay. Okay.
MR. MURRELL: The -- the last thing, Your Honor, is I -- I think in his most recent brief he said he had made an appeal to the -- to the U.S. Supreme Court and cited the state court rules on appellate -- on -- on appeals and cited that as a basis for this Court not being able to proceed, which is clearly not applicable and, you know, might be excusable as a pro se litigant. But for an attorney to have signed that and submitted it, I mean, I -- I just -- I think that -- that further exemplifies the -- the lack of candor and the bad faith inherent in opposing this motion.
MR. SLOAN: If Your -- Your Honor, Mr. -- Mr. Koola just needed to visit the little boy's room.

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THE COURT: Okay. All right. And let me just state for the record -- and I'm looking at the -- I think -- I'm sure this is Judge Waites's order. It's a bankruptcy court order. I think once they assign it to a judge, it usually stays with that judge.
MR. MURRELL: And you should have the date at the top of it, Your Honor.
THE COURT: Yeah. This one's 8/17/21.
MR. MURRELL: Which would be the --
THE COURT: So Paragraph 12 starting towards the top of Page 3 goes through the timeline, which is basically what you've done here for the benefit of the Court. And then over on -- this is the August 17, '21, order, which was then appealed and then dismissed.
And then over on Page 11, the first full paragraph: "As stated in its order denying confirmation entered June 8th of '21, this Court found that the doctrine of res judicata bars the debtor from challenging the creditor's standing to assert its rights in the mortgage and asserting its claim in this case. Nevertheless, debtor continues to argue that creditor does not have a security interest in debtor's property under a theory that the transfer of claim filed pursuant to Rule

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3001(e)(2) of federal rules of bankruptcy procedure and the 2018 case rendered any interest the creditor had unsecured. Debtor's interpretation of the form is incorrect."
Well, that's kind of where we are. And this is the order that goes further over on Page 12, "More importantly, the doctrine of res judicata bars debtor from disputing the validity of creditor's claim. Res judicata or claim preclusion bars relitigation of claims that were or could have been raised in a prior proceeding between the same parties." It goes back to Rule 3001 and says that objection, if any, had to be filed within 21 days of the notice.
The 2018 case, the bankruptcy court and the U.S. district court held that the creditor had standing to assert its secured claim. The bankruptcy -- bank -- "The bankruptcy court properly held that U.S. Bank is similarly permitted to enforce the mortgage based on the loss noted provisions contained in the South Carolina Code Section 36-3-804." And they cite to the "Koola v. Ditech" financial case, district court's opinion in 2019: "As the issue of creditor's standing to assert its secured claim has already been confirmed

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in creditor's favor, in 2018 the debtor was barred from relitigating this issue herein on the argument he makes with respect to the affect of the transfer of the claim." All right.

So on that -- I read that into the record on the basis to say that that case -- that issue seems to have been litigated ad nauseam in the federal courts of this state. And then there was an attempt to take this case back to the federal court when it was refiled, and that was rejected. So it would be the position of the plaintiff that this Court has jurisdiction to entertain the foreclosure that --

MR. MURRELL: Without question, Your Honor. And, you know, the -- the thing about bankruptcy court is they're very -- they're very clear on their orders. And you have to take the salt with the sugar. If you get a Chapter 7 discharge and relieve yourself of any liability, well, you're also bound by the statements that you don't have and set-offs, claims, or defenses.

And when you admit your default, not only admit it and proof of claim is -- is -- is -- is properly approved, but then you -- you allege that as a basis to try to invalidate the debt and then

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-- then try to claim that, "Oh, no. I -- I -- I have a different set of facts I want to allege now." I mean, it's -- this -- this -- I -- I think the -- the record is replete with an unending pattern of bad faith litigation in dragging this out as long as possible.

And I'm quite frankly very surprised an attorney would take it on at this stage. But if you do, you still have a duty to the Court and you have a duty to -- to research it and have a good faith basis for what you're signing and filing with the Court. And I don't think it can be defended in this case.

THE COURT: All right. Very good. Mr. Sloan?

MR. SLOAN: Thank you, Your Honor. First, I want to praise Mr. Murrell for his thorough presentation over the last hour. I was -- unlike other 11- and 12-year-old cases which I've been involved in since day one, obviously, I've only been involved in this case for a couple of weeks. Mr. Murrell was nice enough to send me a 27-page order after I had been retained in -- in this matter. But -- and -- and I -- I'll be honest, I skimmed the bankruptcy filings because I -- I did not -- did not do any of the bankruptcies. Mr. Koola was representing himself

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on that. My preparation for this case was via Mr. Murrell's one-page motion for summary judgment, which he filed in the middle, of February and this -- this affidavit. I'm not sure if the plaintiff's representative is the same person that's filed the affidavit. That was my preparation for this.

And Mr. Murrell's brief, which he filed on Monday, I -- I believe, with six- or eight-page memorandum, included -- basically, it looked like a -- a -- just a -- a rehashing of the -- of -- of the complaint -- of the amended complaint filed in 2010. And so that's -- that's what I was preparing to defend today.

There -- there very well may have been multiple right -- right to cure letters. And I -- I'm -- I'm not going to mince words that Mr. Koola has admitted that he hasn't made a payment since 2009. That's -- that's -- that's not an issue of fact. However, Number 22 of the mortgage clearly states that there shall be notice given to Mr. Koola, 30 days right to cure, prior to filing the complaint.

Mr. Murrell, in his presentation, submitted to the Court the 2009 breach letter. But Mr. Murrell, obviously, can't testify. It's not brought in

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under the realm of -- of this affidavit. That breach letter can come in under -- that breach letter can come in under -- under an affidavit. The breach letter that they included with the materials was from 2013, three years after the amended complaint was filed. That's a genuine issue of material fact whether that letter was sent and -- and whether that breach letter can come in under -- under the business records.

And I -- and -- and if -- if the Court would allow Mr. Koola to speak as to the loss mitigation, I can't speak to the loss mitigation prior to when I came on. And the only reason I brought up a -- a Rule 408 offer was because it ties in with the administrative order, which is still in play. And Mr. Murrell understands that the administrative order is still in play because he filed an exemption from the administrative order in this case a couple of months ago just prior to -- to me getting involved.

No -- no right to foreclosure intervention has -- has been filed in this case. And the administrative order, which is still in place, says, "It shall be -- shall be filed and served on Mr. Koola." As -- as to -- as to those other

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issues, Mr. Koola has asked to address the Court. But there's genuine issues of material fact. Summary judgment should be denied.

THE COURT: All right. Let's talk about jurisdiction. Y'all question the Court's jurisdiction. Do you not?

MR. SLOAN: No. No. No, Your Honor.

THE COURT: Okay.

MR. SLOAN: I -- I -- I will --

THE COURT: Do you agree -- you agree we're properly before the Court?

MR. SLOAN: Oh, absolutely.

THE COURT: Okay.

MR. SLOAN: I -- I --

THE COURT: All right.

MR. SLOAN: I will confess for -- I -- I -- I will confess for some of that that I filed was -- was -- was rushed. I'll -- I'll -- I'll admit it. And -- and I understand -- I wasn't surprised the Court denied my motion for -- for continuance. Had -- had Mr. Murrell filed all these -- all these documents with an affidavit with the motion for summary judgment, and -- and -- and I had a little more time, maybe things -- maybe things would be different. But that -- that said, we're -- we're

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here today. But the bottom line is summary judgment should be denied, Your Honor.

THE COURT: All right. Well, the -- the -- the notice of right to cure the acceleration letter from 2009 would have been sent prior to the institution of this action. This action has a 2010 case number, does it not?

MR. SLOAN: Oh -- oh, absolutely, Your Honor. But -- but -- but that is not -- that -- that 2009 letter is not properly admitted into evidence under -- under an -- under an affidavit. It's -- and, therefore, the Court should -- should -- should reject it.

THE COURT: Okay. Well, we're not right now in an evidentiary hearing. We're in a summary judgment hearing. But --

MR. SLOAN: But -- correct.

THE COURT: -- I -- I understand what you're telling me.

MR. SLOAN: Yes, sir.

THE COURT: Okay? All right. Then let me -- while we -- I just want to check some boxes. So while we're doing that, the next thing I saw was I think your client filed -- the only affidavit I recall him filing here was he says he owes the debt. He doesn't deny that he owes the debt and hasn't paid

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since November of 2009, I think it was.

MR. SLOAN: Your -- Your Honor.

THE COURT: No, no, no. I want to hear from his lawyer. I'm not going to hear from Mr. Koola, okay?

MR. SLOAN: I -- I'm -- Mr. Koola -- Mr. Koola has freely admitted that. But Number 22 of the mortgage, this is a standard -- Mr. Murrell correctly stated it's a -- it's a -- it's a Fannie Mae mortgage. Number 22 of the mortgage says that -- that notice shall be sent to the defendant.

THE COURT: Okay.

MR. SLOAN: And, Your Honor, that 2009 letter, it's in front of you. But there's no verification that it -- that it was sent. There's no verification that it was received. It's not properly entered into evidence, and, therefore, the Court should reject it. And for that reason, in -- in addition to the case being stated by the administrative order, one way or another, the summary judgment is improper.

THE COURT: All right. Well, after all that litigation in the bankruptcy court, tell me how you were prejudiced by that. Looks like that issue has been litigated about --

MR. SLOAN: I -- I can't -- I can't speak for -- I -- I can't speak for Mr. Koola on that issue since I

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haven't been with him since --

THE COURT: Have you had a chance to read the bankruptcy orders? Let's just start there.

MR. SLOAN: Your Honor, I did read -- I -- I did read one of the bankruptcy orders that Mr. Murrell sent. I'll admit, it's -- it's a voluminous amount of materials, and I'll -- I'll be honest, Your Honor, I skimmed it. But the vast majority of my preparation for today was -- was the plaintiff's affidavit and -- and the plaintiff's six- to eight-page brief and the documents that have been filed with this Court for this case.

THE COURT: Okay. All right.

MR. MURRELL: Be happy to respond, Your Honor.

THE COURT: I -- I'm going to allow you to respond. I just want to make sure Mr. Koola submitted his affidavit. It was filed March 2 of this year in this action. I want to make sure this the only response I've gotten to their motion. "In February 2004 I bought a condo, the note paid provisions. Lender takes the note, is called a 'noteholder' is Number 1. And, two, "If I am in default, the noteholder may send me a written notice -- may send me a written notice to tell me that, if I do not pay, noteholder may require to pay immediately the

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full amount of principal and all interest that I owe." B, "Due to job loss, I fell behind mortgage payments since November 2009. Since 2018, I made attempts to pay off lender through bankruptcy petitions, which were unsuccessful." Last sentence, "The dismissal of bankruptcy petition is on appeal to the U.S. Supreme Court." That takes about all those bankruptcy petitions we just talked about, okay?

MR. SLOAN: Yes, sir.

THE COURT: So it looks like he had gone to the U.S. Supreme Court on the prior ruling of this Court on the counterclaims. And now he, I assume, is trying to do that with the U.S. Bankruptcy Court; is that right?

MR. SLOAN: I -- I -- I believe that's correct, Your Honor, with regards to his 2021 bankruptcy.

THE COURT: Okay.

MR. SLOAN: Yes, sir.

THE COURT: You're not representing him in that?

MR. SLOAN: No, sir.

THE COURT: All right. Okay. All right. Very good. Has any other affidavit of Mr. Koola been filed in response to their motion for summary judgment?

MR. SLOAN: None, Your Honor. And, again, my

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preparation -- the vast majority of my preparation was Plaintiff's affidavit, Plaintiff's brief, Plaintiff's one-page motion filed in mid-February. We -- we have a 2013 right to cure letter. I looked back at the 2010 complaint.

There -- there was an amended complaint in 2010. The pleadings have -- Plaintiff has changed hands three or four times, but the pleadings have not. And based on the affidavit and the exhibits to the affidavit, I did not need to have Mr. Koola write an affidavit saying he didn't get a 2009 letter that Mr. Murrell has given to me an hour ago.

THE COURT: Okay. All right. Mr. Murrell?

MR. MURRELL: And, Your Honor, any such affidavit from Mr. Koola would be in direct contravention of his admission to the Court in the -- as noted in the bankruptcy order denying his confirmation, which was filed January the 30th, where he admitted that the loan was accelerated in 2009 and relied upon that in his argument saying, "Well, they should be barred under the statute of limitations." So is he lying now or was he lying then? I mean, you need to -- you need to pick one and go with it.

I think it is -- strains credulity for

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opposing counsel to say I should have sent him everything on my case, and then he would have thought about it. I -- I -- I was collegial enough to give him a prior order of this Court. And he not only ignored that, but -- but went ahead and proceeded. So I've done all I can in terms of trying to avoid a motion for sanctions.

I submitted the -- you know, so, number one, there is an admission and a citation in a court order where he admitted the loan was -- was accelerated and relied upon it. I submitted the breach letter in conjunction with that admission. I don't know that I even need to submit that since it's in a prior order of the Court. But more than happy to -- to comply with that and to submit that into evidence.

I submitted a detailed memorandum of law on Monday, even though I'm not required to. And, of course, his initial brief said, "Oh, well, you're required to. You didn't do it in ten days," which was a complete misstatement of the law. That was signed by opposing counsel, as well. Although that's clearly not applicable law.

And in spite of filing that and sending him a copy directly, he then filed his opposing brief.

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So even when I put him on direct notice of what I was going to argue in terms of this case history, he still filed that fraudulent and -- and, in my opinion, bad faith brief and has continued with the argument here today.

And at a certain point, you know, if -- if people aren't going to respect the dignity and the -- the -- the job as a finder of truth with the Court, then the Court has to enforce its authority. And the bankruptcy court has done that, and it showed ample Herculean patience with Mr. Koola with denying the same arguments over and over and over.

And, you know, if he wants to get into -- into -- into the settlement that he discussed that he claims it was under 408, which none of that was said to me, an offer of short payoff was made, but we had to produce the original note, which it's been litigated abundantly. And that's why I provided him that order in the hopes that we could resolve this case. Because I would much rather, you know, resolve this case and everyone go on their way rather than have to take up the Court's time, say a lot of mean things, and file a motion for sanctions because people want to continue with bad faith litigation in direct contravention of

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prior --
THE COURT: Uh-huh.
MR. MURRELL: -- findings of the Court.
The -- the -- when I submitted the breach letter into evidence, Your Honor, there was no objection made. Later on, it -- now, he -- he's -- he's wanting to object to it. I'm not sure how he can if his client admitted to it and relied upon it in a prior -- prior argument to the bankruptcy court.
THE COURT: Let me hear from you on the issue of the -- the applicability, I should say, of the 2011 administrative order and foreclosure intervention. Tell me -- tell me what steps have been taken in that regard.
MR. MURRELL: Well, Your Honor, I think the 2009 has lapsed. And we filed --
THE COURT: Yeah.
MR. MURRELL: -- a --
THE COURT: Yeah.
MR. MURRELL: -- I believe an exemption with the -- we filed the exemption for the 2011 because he had been previously offered a loan modification, and no subsequent request was made to our office.
THE COURT: Okay.

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MR. MURRELL: He wasn't looking to resolve it back then, Your Honor. He was looking to litigate for 12 more years.
THE COURT: Right. Right.
MR. MURRELL: That's why he turned down the offers that he was made in bankruptcy court.
THE COURT: Well, that was what I -- I think I read that into the record earlier. There had been an attempt at loan modification, and that was unsuccessful. That was a finding, I think, in the earlier bankruptcy, if I'm not mistaken.
MR. MURRELL: And -- and, certainly, a -- a lot of folks, quite honestly, file bankruptcy in order to -- to apply for loss mitigation because they use the bankruptcy portal. And, you know, one of the very -- one of the difficulties as a counsel is that we're required by the administrative order to more or less shepherd the process along and to make a -- a certification to the Court. And, typically, it works much faster and easier and less expensive if the parties can discuss among themselves.
If there's a problem, then it -- especially if they're represented by counsel, at that point, my law firm steps in and intervenes and -- and makes sure that there's either been a review on the

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merits or that a proper request for any further documents has been made and that it was not complied with.
So, again, no -- you know, no request was made to my office after we came into this. And he had been offered prior loss mitigation and bankruptcy. So, you know, I -- again, I think it's somewhat ridiculous to say, "Well, now he -- he wants to be offered loss mitigation."
THE COURT: Okay. All right.
MR. SLOAN: Your Honor, we're -- we're not arguing the 2009 --
THE COURT: Right.
MR. SLOAN: -- Fannie Mae administrative order. That doesn't exist anymore. That ended in 2017. And for purposes of the 2011 administrative order, the MOD that may or may not have been offered to Mr. Koola in 2010 is -- is not relevant.
Come May 2nd, 2011, the administrative order is crystal clear. "The -- the mortgagor shall -- the -- the -- the mortgagee's attorney shall" -- Mr. Murrell wasn't the attorney at the time. "The mortgagee's attorney shall file and serve the notice of right to foreclosure intervention." I -- I can't --

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THE COURT: Well, was -- was that not part of the process of bankruptcy?
MR. MURRELL: That's what we cited in the -- in the certificate that we filed, Your Honor. And there was no objection made.
MR. SLOAN: Your Honor, again, that -- there may or may not have been loss mitigation inside the bankruptcy. I'm -- I'm -- I'm -- I'm not disputing that. But I'm just reading the plain wording of the administrative order --
THE COURT: Wait.
MR. SLOAN: We're -- we're not in bankruptcy court right now. We're -- we're in the equity court.
THE COURT: Sure.
MR. SLOAN: Your -- Your -- Your Honor, Mr. Koola begs the indulgence of the Court that he may be --
THE COURT: Well, if we get to trial, I'm going to let him talk, okay?
MR. MURRELL: And, Your Honor, I do -- and -- and, again, this -- this certificate of exemption -- I don't have my filed copy, but my unfiled copy, which contains a certificate of service -- it was sent to Mr. Koola -- specifically states -- specifically goes through the loss mitigation procedure and states as Item 3B, "The mortgagor

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confirmed during the bankruptcy case that he was not eligible for loss mitigation and did not intend to pursue any loss mitigation."

THE COURT: Okay.

MR. MURRELL: And then there's nothing subsequent after that day.

THE COURT: What are you -- what are you reading from there?

MR. MURRELL: I'm reading from the certificate of exemption of administrative order 2011-05-0201, which was dated January the 20th of 2022.

THE COURT: That was filed January of 2022?

MR. MURRELL: That's when it was dated. It should be filed around that time.

THE COURT: All right. Hold on.

MR. MURRELL: And that -- I don't think that was referenced in their brief, but . . .

THE COURT: I got it. Okay. Certificate of exemption was filed January 2022. Looks like Mr. Murrell's signature to me. "To the best of the undersigned's knowledge, basis, and belief -- information and belief," it goes on, "Plaintiff's attorney hereby certifies, one, this is an action for the foreclosure of real property; two, the mortgagor was previously in a Chapter 13 bankruptcy case

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filed March 2, 2021; three, pursuant to the Supreme Court administrative order: (A) mortgagor was served with required notice of intervention as part of the U.S. Bankruptcy Court's standard procedures; and (b), the mortgagor confirmed in the bankruptcy case that he was not eligible for loss mitigation, and did not intend to pursue loss mitigation; (C) U.S. Bankruptcy Court previously issued an order at the request of the mortgagor vacating its previous order as to loss mitigation procedures as shown on Exhibit A attached hereto." That would be an order of the bankruptcy court.

MR. MURRELL: Correct, Your Honor. Because, typically, they order you to engage in loss mitigation. And there's a -- they -- and -- and I'm -- I'm speaking from general knowledge since I haven't priced a bankruptcy recently.

THE COURT: Well, it was attached. Let me read it.

MR. MURRELL: Right.

THE COURT: And I'll go back up to D. That's the 3/25/21 order of Judge Waites, "The matter comes before the Court on the motion of the debtor asking the Court to vacate its March 2, '21, order. The debtor has advised the Court he is not eligible for loss mitigation/mortgage modification and does not

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intend to pursue loss mitigation/mortgage modification. Therefore, he wishes to have the order vacated.

"As debtor is not pursuing loss mitigation/mortgage modification in the present case, the provisions of the order are moot. An objection period is not necessary. Therefore, it is ordered that the -- the debtor's motion is granted and the order entered is vacated, and it is so ordered." So apparently Mr. Koola, as part of the bankruptcy, said he was not interested and would not pursue loss mitigation.

Paragraph D, "As of January 10, 2022, the mortgagor has either failed, declined, or voluntary elected not to participate in a foreclosure intervention process by failing to submit a complete loss mitigation package," okay? That was Mr. Murrell's affidavit filed January 20, 2020. All right. So I think we're over that hurdle.

MR. SLOAN: Well -- but, Your Honor, that -- the second part of that -- of the 2011 administrative order, it has -- I -- I don't have that part. I didn't copy and paste that in -- into my brief. But it -- it further -- it further states that the defendant shall be given 30 days to -- to file an answer. It

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doesn't say that. Mr. Koola may -- may have wanted to file an amended answer, but that -- Mr. Murrell's certification does not provide that.

THE COURT: Well, didn't --

MR. SLOAN: But --

THE COURT: All right. The administrative order does go on, 2011 administrative order of Judge Toal, 2011-05-0201, "The Court having jurisdiction over the foreclosure action shall hear and determine any dispute concerning any party's compliance with this order, including without limitation, the failure of any party to act in good faith and comply with the terms of this order."

I find that the defendant, debtor, Johnson Koola, was provided with the opportunity to pursue loss mitigation in this matter by the bankruptcy court, stated to the bankruptcy court he did not wish to pursue that, and he is thereby bound by that. That is judicial estoppel. You can't say one thing in one court and say something else in the other court. And the other issues of res judicata have been decided, okay?

So I'm going to deny that. Mr. Koola, you got an attorney, and you're going to speak through your attorney today, okay? Tell him anything you want

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to tell him. I'm happy to hear from him.
MR. SLOAN: Okay. Okay. I -- I'm not even sure -- everyone might have been able to hear that. In -- in the bankruptcy, Mr. Koola states that he was offered loss mitigation, but the Ditech attorney told him, "You're -- you're -- you're not getting any loss mitigation" --
MR. MURRELL: Objection to --
MR. SLOAN: -- "because of" --
MR. MURRELL: -- hearsay, Your Honor.
MR. SLOAN: I --
THE COURT: It's -- it's hearsay. There's a court order on -- to that effect. I find Judge John Waites extremely credible. He put his language in black and white in an order I read it -- just read it into the record. I find that he's been given the opportunity over the course of the last, I guess, close to -- well, 13 1/2 years -- we're pushing 14 -- to have done that. That has been done. Mr. Koola is apparently very adept at working his way through the court system.

He may or may not need the service of Mr. Sloan. Mr. Sloan, I'm always happy to have you here because I find you to be a very effective advocate for your clients. And I appreciate that.

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MR. SLOAN: Thank you, Your Honor.
THE COURT: All right. So with those two issues resolved -- that would be standing jurisdiction and loss mitigation/loan modification out of the way -- I think that issue's been adjudicated ad nauseum in the bankruptcy court. Tell me how the plaintiff is ready to proceed in the form of its claim of foreclosure.
MR. MURRELL: Well, Your Honor, the -- the bankruptcy orders also specifically confirm the amount of the debt in the proof of claims.
THE COURT: Okay.
MR. MURRELL: Not only by accepting the proof of claims, but, specifically, approving the amount. So the only thing that's needed at this point is to roll the debt forward in terms of accrued interest and any further advancements and attorneys' fees and costs.
THE COURT: Okay. And you wish to do that with testimony, or do you want to do that by affidavit?
MR. MURRELL: I'd be more than happy to do that by affidavit, Your Honor. We've already filed an affidavit of indebtedness for the hearing that was, I think, scheduled for last week. And we're more than happy to just roll it forward for any

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additional interest and for the cost of my representative having to appear here today.
THE COURT: Okay.
MR. MURRELL: And attorneys' fees, of course.
THE COURT: Okay. Very good. Mr. Sloan, y'all got objection to the amount of the debt?
MR. SLOAN: A moment, Your Honor. Okay. Mr. Koola's only objection -- Mr. Koola doesn't object to the principal balance. Mr. Koola does not object to the interest due. Mr. Koola does not object to the escrow. Mr. Koola does not object to the property inspections. Maybe Mr. Murrell had it in these things, previous bankruptcy fees cost $12,355.75. That's the only thing that Mr. Koola is questioning with regards to the plaintiff's affidavit.
THE COURT: Okay. Would those be attorneys' fees or cost fees?
MR. MURRELL: They were, Your Honor. I mean, you have to realize we've been through three bankruptcies --
THE COURT: Yeah.
MR. MURRELL: -- this foreclosure, three federal court cases, I think. And I think --
THE COURT: Multiple appeals?
MR. MURRELL: -- 12,000 is a bargain for -- for 13 -- I mean, incurring a thousand dollars in attorneys'

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fees each year for -- for 13 years is, you know -- there -- there was a --
THE COURT: Was that all the fees y'all are seeking?
MR. MURRELL: Those were the previous fees and costs. We will be submitting an attorneys' fee affidavit for our fees and costs.
THE COURT: I thought so, okay. Fine.
MR. MURRELL: But, you know, there was an attorney in the Upstate when I first started practicing family court, and the Court asked him to justify his fees. And he took his file and said, "Weigh this."

And that was about the best argument I ever heard. And this -- you know, he has the dubious distinction, I think, of being the heaviest case I've ever -- single case I've ever had to tote to court.
THE COURT: You talking about weight of paper?
MR. MURRELL: Yes, sir.
THE COURT: The weight of paper?
MR. MURRELL: And I had to park -- park three blocks down the street, so --
THE COURT: Congratulations. And welcome to Charleston, Mr. Murrell.
MR. MURRELL: Yes. I did bring my umbrella, since if I don't --

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THE COURT: Yeah.
MR. MURRELL: -- bring it, it will cause it to rain, so --
THE COURT: Well, it was -- it was spitting out there when I was coming in.
MR. MURRELL: Yes, sir.
THE COURT: All right. So with that, as far as those debts are concerned, you -- they seem to be in agreement. The one thing they had was the attorneys' fees costs, bankruptcy costs. You got a record of that? Is that just part of your record? You have that broken out somewhere?
MR. MURRELL: Yeah. I'll -- I'll be happy to submit an attorneys' fee affidavit with mine and my -- you know, with -- with the statement on it, you know. And if they have an objection to it, we'll -- certainly more than happy to take that up.
THE COURT: Mr. Sloan, I assume based on that that you don't have -- you don't need live testimony as to those amounts. Y'all concur with those amounts; is that right?
MR. SLOAN: No, Your Honor.
THE COURT: Okay. All right. And, Mr. Murrell, you're seeking additional fees outside of that? You would submit your affidavit of attorneys' fees? Provide

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that to Mr. Sloan, as well, to review?
MR. MURRELL: Correct, Your Honor. And I'm more than happy to submit a memorandum on a motion for sanctions for their bad faith of filings that they've done.
THE COURT: All right. I'll take that under advisement, okay? But that's under the both -- that's under the filings but also under the administrative order, correct, as to where we are?
MR. MURRELL: As I say, Your Honor, I -- I think due to the voluminous and detailed prior litigation, there aren't any issues to -- to be decided by the court --
THE COURT: Okay.
MR. MURRELL: -- because they've been fully litigated numerous times in the prior litigation.
THE COURT: All right. Very good. Mr. Sloan, anything in reply?
MR. SLOAN: I -- I -- I think the only loose end, Your Honor, at the risk of being sanctioned for it, is the -- is -- is the right to cure letter has not been -- has not been properly introduced into evidence.
THE COURT: Talking about -- you're talking about the '09 letter; is that right?

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MR. SLOAN: Yes, Your Honor. And -- and if Mr. Murrell has something which says that Mr. Koola acknowledged acceleration, I -- I will concede the point. Default does not equal acceleration. Mr. Koola admitted that he was in default. I don't see -- if Mr. Murrell has it, as he's already put his -- his heavy file out, that if -- if -- if Mr. Koola admitted acceleration, I will concede the point.
MR. MURRELL: Your Honor, I previously cited that -- and -- and, of course, if you look at all of the orders, he admits he's been in default since 2009. But as I say in the order denying his bankruptcy confirmation that was filed January the 30th of 2019, he admitted that the loan was accelerated in 2009 and relied upon that in trying to claim that there was a statute of limitations issue.
So, you know, it -- it -- so is -- is his -- stance was that he was -- he was making an improper argument even under his faulty logic to the Court back then and that it wasn't accelerated?
THE COURT: All right. One second. Yeah. That's exactly right. All right. So I'm looking at -- I understand your argument as far as evidence is concerned about the notice of right to cure letter

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addressed to Mr. Koola at his address, the property address of 1587 Cambridge Lakes Drive, dated November 18th, 2009.
In his bankruptcy court -- I'm reading from the order, again, of Judge Waites entered January 30, 2019 -- he specifically states, "Debtor asserts that because the mortgage loan was accelerated in 2009, the loan became immediately due at that time. And, therefore, his legal argument would have been subject of Section 1322(c)(2)." For any of number of reasons, the Court found that that section was inapplicable.
He then addressed the statute of limitations issues. "Debtor asserts the bank has waived the 2009 default of the mortgage loan that resulted when he failed to make outstanding monthly installment patient -- payments. Specifically, he then asserts that the three-years statute applies to the claim, which alleges would permit a waiver of the prior default. This Court previously addressed the debtor's argument of statute of limitations in the January 15, 2019, order. And he found that Code Section 15-3520(a)is applicable to the claim, which provides that, 'An action upon a bond or other contract in writing secured by a

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mortgage must be brought within 20 years.'" So statute of limitations is not going to help you there.

MR. MURRELL: And I would like to say as an officer of the court, Your Honor, if I did not have a breach letter that predated the institution of this. I will be forthright and admit that to the Court.

THE COURT: Yeah. Okay. All right. Very good. Yeah. I think that's been litigated, as well. And so I find that he's, one, judicially stopped from making the argument, two, the issues been litigated as res judicata. I'm going to grant the foreclosure. I'll grant you the amount of the debt that you seek. I think the total figure was some 220-something-thousand dollars, whatever it was.

What's the specific number we got in front of us now?

MR. MURRELL: Let's see.

THE COURT: Two and -- in the affidavit filed in February, it was 218,014.65. You plan to update that figure?

MR. MURRELL: We do, Your Honor. I believe the -- yeah. We -- we will update that, Your Honor. Yeah. There was --

THE COURT: Okay.

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MR. MURRELL: Back on -- through January 31st, it was 218,014.65.

THE COURT: All right. That's the number I just gave.

MR. MURRELL: Deficiencies waived, of course.

THE COURT: Yep. Yep. Took care of that note back in the Chapter 7 bankruptcy, right?

MR. SLOAN: Yes, sir.

THE COURT: Okay. All right. I'm going to grant the relief sought then, okay? I'm going to set the sales for June if you'll get me a proposed order. I think it's the 6th of June. I think it's on D-Day this year. I'll set the sale for that date.

Any -- any -- I'll entertain any posttrial motions that you have. Any appeal is going to require the posting of a bond. You're probably aware of that. We'll talk about that at the time that comes around, okay?

I would ask Mr. Murrell to provide a proposed order, run that by Mr. Sloan. If there's an issue about the attorneys' fees, y'all just bring it to my attention, okay?

MR. SLOAN: Yes, sir.

THE COURT: All right. Anything further, Mr. Sloan?

MR. SLOAN: One other thing, Your Honor. Yeah. This. Mr. Koola back on Friday had asked me to file a

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motion to be relieved after the summary judgment motion.

THE COURT: Okay.

MR. SLOAN: Obviously, he's going to be ready to let -- let me go. So I would ask the Court to -- for -- as -- as Mr. Koola has asked, to relieve me as his attorney.

THE COURT: All right. I'm going to -- I'm going to do that. I'm going to ask Mr. Murrell to place that into the foreclosure decree, and I -- I'll grant it as part of entering of the order. I would like you to have input into the order if you'd be obliged, okay?

MR. MURRELL: I'll be happy to, Your Honor, with the exception that the Court does reserve jurisdiction as to my outstanding motion for sanctions.

THE COURT: All right. I'll -- I'll entertain that, as well, okay?

MR. SLOAN: Okay.

THE COURT: I'll just do that -- I'm going to do that on the record unless I feel the need for a hearing. I just want y'all to know, okay?

MR. SLOAN: Okay. Yes, sir.

THE COURT: But I'll be -- if I need everybody getting back here, okay?

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MR. SLOAN: All right.

THE COURT: Very good.

MR. SLOAN: All right. Thank you, Your Honor.

THE COURT: Thank you. Thank y'all. All righty. Very good. All right. Mr. Koola, see you on the 6th of June, okay?

(Whereupon the within hearing was concluded at 11:38 a.m.)

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STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

CERTIFICATE

Be it known that Miranda Brown took the foregoing proceeding and hereby attests:

that I was then and there a notary public in and for the State of South Carolina-at-large and that by virtue thereof I was duly authorized to administer an oath;

that the deponent/witness, if any, was first duly sworn to testify to the truth, the whole truth, and nothing but the truth, concerning the matter in the controversy aforesaid;

that the foregoing transcript represents a true, accurate, and complete transcription of the testimony so given at the time and place aforesaid to the best of my skill and ability;

that I am neither a relative nor an employee of any of the parties hereto, nor of any attorney or counsel employed by the parties hereto, nor interested in the outcome of this action;

that, if a recording of an event was supplied by another party for purposes of transcription and I was not present during that event, the foregoing pages were transcribed to the best of my skill and ability; additionally, any identifications of speakers were provided to me by the party supplying the recording;

that, in the event of a nonappearance by the witness, the foregoing details for the nonappearance are accurate.

In witness thereof, I have hereunto affixed my signature and title.

Miranda Brown

Date: 4/3/2023
Notary public for South Carolina
My commission expires January 1, 2033
*Unless otherwise noted, this notary public administered the oath. Please refer to the transcript for any exceptions.

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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Bank of America, N.A.,

PLAINTIFF,

vs.

Johnson D. Koola, First Citizens Bank and Trust Company, Inc., f/k/a First-Citizens Bank and Trust Company of South Carolina, and Cambridge Lakes Condominium Homeowners Association, Inc., f/k/a Cambridge Lakes Horizontal Property Regime,

DEFENDANTS.

F10-04188

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-10-6060

ORDER GRANTING PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT AND DENYING THE DEFENDANT, JOHNSON D. KOOLA'S, MOTION FOR SANCTIONS

FILED
2014 APR 25 AM 8:36
JULIE J. ARMSTRONG
CLERK OF COURT
BY

On March 20, 2014, a hearing was held on Bank of America's motion for summary judgment and the motion for sanctions filed by the defendant, Johnson D. Koola. Present for the hearing was Dean A. Hayes, attorney for the plaintiff, Bank of America. Also present was the defendant, Johnson D. Koola.

This is an action for the foreclosure of a mortgage on real estate generally described as 1587 Cambridge Lakes Drive, Mount Pleasant, South Carolina and owned by the defendant, Johnson D. Koola. There is no dispute the note and mortgage at issue in this case were executed on February 20, 2004. In response to Bank of America's summons and complaint, Johnson D. Koola, on March 24, 2011, filed an amended answer and counterclaim alleging, among other things, negligence on the part of Bank of America in that it failed to verify the accuracy and truthfulness of the condominium's builders' certification and appraisal. Bank of America is moving for summary judgment as to the counterclaim or counterclaims set forth in Koola's amended answer and counterclaim. Koola is moving for sanctions based on Bank of America's

alleged failure to provide Koola with a loan modification that Koola could afford.

A. PLAINTIFF IS ENTITLED TO SUMMARY JUDGMENT AS TO JOHNSON D. KOOLA'S COUNTERCLAIM(S)

The amended answer and counterclaim of Johnson D. Koola, contains jumbled allegations against various parties, but any claims against Bank of America are based on Koola's allegation that Bank of America "was negligent and willful in its failure to verify the accuracy/truthfulness of the statements in the Builders' Certification." According to Koola, "the developer/seller certified in writing to the Plaintiff in what is known as a Builders' Certification that the 'condominium being sold is a condo conversion' and the structural, health & safety repairs and remodeling have been completed.'" Koola alleges that the certification by the developer/seller was false and that Bank of America was negligent for not discovering it was false.

"Negligence is the breach of a duty of care owed to the plaintiff by the defendant." *Savannah Bank v. Stalliard,* 400 S.C. 246, 251, 734 S.E.2d 161, 163 (2012) (citations omitted). In order "[t]o state a cause of action for negligence, the plaintiff must allege facts which demonstrate : (1) a duty of care owed by the defendant; (2) a breach of that duty by a negligent act or omission; (3) a negligent act or omission; and (4) that damages proximately resulted from the breach of duty." *Id.* (citations omitted).

In the present case, Koola cannot establish that Bank of America owes him a duty of care. In *Stalliard*, the borrower argued that summary judgment for the bank "was inappropriate because the bank was negligent in processing and discovering false information about [the borrower's] income in the loan application, which would have made [the borrower] ineligible for

the loan." *Id.* The Supreme Court held that the bank did not have a duty to inform the borrower of information the borrower could have discovered by reading the loan application himself. *Stalliard,* 400 S.C. at 251-52; 734 S.E.2d at 163-64. Similarly, in *Regions Bank v. Schmauch,* 354 S.C. 648, 582 S.E.2d 432 (Ct. App. 2003), the guarantor of a loan alleged the bank was negligent for not making sure she understood her liability, for not ensuring the loan documents were properly completed, and for failing to advise her of the financial condition of the borrower. The court of appeals held that summary judgment for the bank was appropriate because there was no duty of care owed by the bank to the guarantor. *Regions Bank v. Schmauch,* 354 S.C. 648, 668-70, 582 S.E.2d 432, 442-44 (Ct. App. 2003).

Koola alleges that if Bank of America had conducted a proper appraisal that Bank of America would have discovered that the builders' certification was false. However, this argument is almost identical to the argument that a lender making a construction loan to a builder of a home, has a duty to the builder, when making periodic inspections before loan advancements to the construction company, to make sure the builder is getting a job free of defects. Although the Supreme Court has noted that both the lender and the builder have a common interest in seeing that the construction of the building is free of defects, the Court has held that the inspections are fundamentally for the benefit of the lender and, absent a contract, the lender has no duty to the builder to make sure the construction is free of defects. *Roundtree Villas Ass'n, Inc. v. 4701 Kings Corp.,* 282 S.C. 415, 422, 321 S.E.2d 46, 50 (1984). Because Koola cannot show that Bank of America owed him a duty of care, Bank of America is entitled to summary judgment on Koola's counterclaim or counterclaims for negligence.

Alternatively, any claims asserted by Koola against Bank of America are barred by the statute of limitations. Koola's allegations against Bank of America relate to actions that

occurred in February 2004, and Koola did not assert these claims until March 2011. South Carolina Code § 15-3-530 provides for a three year statute of limitations for claims such as those asserted by Koola. For this reason also, Bank of America is entitled to summary judgment as to the claims asserted against it by Koola..

Further More, Mr Koola received a Ch. 7 Bankruptcy discharge in Case 09-01014 on July 13, 2009 rendering these claims moot.

B. KOOLA'S MOTION FOR SANCTIONS SHOULD BE DENIED

Mr. Koola's motion for sanctions is based on Bank of America's alleged failure to provide him with a favorable loan modification. Koola admits in his motion that Bank of America offered him a loan modification that reduced his monthly payment from $838.69 to $797.14, but Koola states that he couldn't afford even the reduced monthly payment.[1] He alleges that Bank of America was required to reduce the principal balance and interest rate of the loan to an amount low enough for him to be able to afford the monthly payments. In support of his position, Koola cited various sections of the United States Code.

However, Koola cannot point to a specific law that requires Bank of America to provide him with a loan modification with the terms he says he needs in order to be able to afford the monthly payments. Koola can also point to no specific servicing guidelines that require Bank of America to provide him with the loan modification he says that he requires, and even if he could, he would not have a private right of action against Bank of America for violating those guidelines. . *See Federal Nat. Mort. Ass'n v. LeCrone,* 868 F.2d 190, 193 (6th Cir. 1989) (noting that "no express or implied right of action in favor of mortgage exists for violation of HUD servicing policies."). *See also Spaulding v. Wells Fargo Bank,* 714 F.3d 769 (4th Cir. 2013) (court found mortgagor had no causes of action under Maryland law for mortgagee's alleged violations of the

[1] In paragraph 15 of his amended answer and counterclaim, Mr. Koola states that "social security benefits are the only source of regular income for him."

Home Affordable modification Program). For these reasons, Koola's motion for sanctions should be denied.

IT IS ORDERED that Bank of America's motion for summary judgment be and hereby is granted as to any causes of action asserted against it by Johnson D. Koola in his amended answer and counterclaim.

IT IS FURTHER ORDERED that Johnson D. Koola's motion for sanctions be and hereby is denied.

IT IS SO ORDERED!

THE HONORABLE MIKELL R. SCARBOROUGH
MASTER IN EQUITY FOR CHARLESTON COUNTY

April 24, 2014
Charleston, South Carolina

10

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Charleston
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2010 **CP-** 10 - 6060

ORIGINAL

Bank of America
PLAINTIFF(S)

Johnson D. Koola, et al
DEFENDANT(S)

Submitted by:	**Attorney for :** ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

FILED
2014 MAY -9 PM 12:55
JULIE J. ARMSTRONG
CLERK OF COURT
BY

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk : Defendant's Rule 59(e) Motion to Reconsider is hereby respectfully denied. Filed 5/5/14

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A		$
		$
		$

If applicable, describe the property, including tax map information and address, referenced in the order:
N/A

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

Circuit Court Judge

3062
Judge Code

5/6/14
Date

For Clerk of Court Office Use Only

This judgment was entered on the day of , 20 and a copy mailed first class or placed in the appropriate attorney's box on this day of , 20 to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)	**ATTORNEY(S) FOR THE DEFENDANT(S)**

CLERK OF COURT

Court Reporter:

11

UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF SOUTH CAROLINA

IN RE: Johnson D. Koola, Debtor(s).	C/A No. 18-01373-JW Chapter 13 **ORDER**

This matter comes before the Court upon Johnson D. Koola's ("Debtor") Objection ("Objection") to the Proof of Claim filed by Ditech Financial LLC fka Green Tree Servicing LLC ("Ditech"). Ditech filed a Response to the Objection, and a hearing was held on the matter. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, and this is a core proceeding pursuant to 28 U.S.C. § 157. Pursuant to Fed. R. Civ. P. 52, as made applicable to this proceeding under Fed. R. Bankr. P. 7052, the Court makes the following Findings of Fact and Conclusions of Law.[1]

FINDINGS OF FACT

1. On February 20, 2004, Debtor executed a fixed rate note ("Note") in the amount of $136,192.00 to Countrywide Home Loans, Inc.

2. Also on February 20, 2004, Debtor executed a first mortgage ("Mortgage") as security. The Mortgage encumbers Debtor's principal residence, 1587 Cambridge Lakes Drive, Mount Pleasant, South Carolina ("Principal Residence"), and was recorded in the public records for Charleston County. The Mortgage indicated that the "mortgagee" is Mortgage Electronic Registration Systems, Inc. ("MERS") and that the "lender" is Countrywide Home Loans, Inc. For

[1] To the extent the following findings of fact are conclusions of law, they are so adopted, and to the extent the following conclusions of law are findings of fact, they are so adopted.

purposes of this Order, the obligations and duties evidenced in the Note and Mortgage will be collectively referred to as the "Debt".

3. On March 20, 2009, Debtor filed a petition for relief under chapter 7 of the Bankruptcy Code ("Chapter 7 Case") in this District (C/A No. 09-02104-dd). In the schedules for the Chapter 7 Case, Debtor indicates that Countrywide Home Loans had a first mortgage loan secured by his Principal Residence. It appears notice of the Chapter 7 Case was properly served on Countrywide Home Loans. On April 30, 2009, the Chapter 7 Trustee filed a Report of No Distribution, and on July 13, 2009, an Order Discharging Debtor was entered pursuant to 11 U.S.C. § 727. The Chapter 7 Case was closed on July 13, 2009.

4. On July 27, 2010, BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP ("BAC Home Loans") filed a foreclosure action of the Mortgage against Debtor in state court (2010-CP-10-6060) ("Foreclosure Action").

5. On August 27, 2010, MERS executed an assignment of the Mortgage to BAC Home Loans, which was recorded on September 9, 2010 in the public records of Charleston County, South Carolina.

6. In June of 2011, Bank of America, N.A. ("Bank of America") sent a Fair Debt Collection Practices Act Notice to Debtor which indicated that Federal National Mortgage Association ("Fannie Mae") was "the creditor to whom the debt is owed" and that Bank of America "only services your loan on behalf of [the] creditor . . . ."

7. On October 13, 2011, the caption in the Foreclosure Action was amended to reflect that the Plaintiff was Bank of America because BAC Home Loans and Bank of America merged, leaving Bank of America as the surviving entity.

8. On May 22, 2012, after a motion filed by the Debtor and a hearing, this Court entered an Order Granting Motion to Reopen Case in Debtor's Chapter 7 Case to permit Debtor to file amended schedules. On June 6, 2012, Debtor filed an amended schedule B indicating that he had a contingent unliquidated claim against "BAC Home Loans Servicing, LP a/k/a Bank of America f/k/a Countrywide Home Loans Servicing, LP for failure to inspect and all related claims." On November 13, 2013, the Court entered an Order Discharging Trustee and Order to Close Case.

9. On April 23, 2013, Green Tree Servicing LLC ("Green Tree") sent a letter to Debtor entitled "Notice of Assignment, Sale, or Transfer of Servicing Rights." The letter stated that "the servicing of [Debtor's] mortgage loan, that is, the right to collect payments from you, is being assigned sold or transferred from Bank of America, N.A. ("Bank of America") to Green Tree Servicing LLC ("Green Tree") effective May 1, 2013." The letter also indicated the address that Debtor is to send payments to Green Tree.

10. On May 16, 2013, Bank of America executed an assignment of the Mortgage to Green Tree, which was recorded on May 28, 2013 in the public records of Charleston County, South Carolina.

11. On June 4, 2013, MERS executed a purported assignment of the Mortgage to Green Tree, which was recorded on June 17, 2013 in the public records of Charleston, County, South Carolina.

12. On August 31, 2015, Green Tree merged with DT Holdings LLC and Ditech Mortgage Corp., with the surviving entity being Ditech.

13. Throughout this time, when not stayed, the Foreclosure Action continued to proceed. During this period, the state court's Master-in-Equity granted summary judgment to Bank

of America regarding Debtor's counterclaims. Debtor appealed the judgment to the Court of Appeals of South Carolina, which affirmed the lower court's holdings. See Bank of America v. Koola, Appellate Case No. 2014-001323, 2016 WL 640530 (S.C. Ct. App. Feb. 17, 2016). In addition, Debtor removed the Foreclosure Action from the state court to the U.S. District Court for the District of South Carolina. The District Court held that the Foreclosure Action should be remanded back to state court. See Bank of America, N.A. v. Koola, 2016 WL 8672929 (D.S.C. July 29, 2016). Thereafter, Debtor appealed the District of South Carolina's opinion to the Fourth Circuit Court of Appeals, where, the Fourth Circuit dismissed Debtor's appeal. See Bank of America, N.A. v. Koola, 691 Fed. App'x 128 (4th Cir. 2017). After appealing the Fourth Circuit Court of Appeals' decision to the Supreme Court of the United States, the Supreme Court denied certiorari on February 20, 2018. See Koola v. Bank of America, N.A., 138 S.Ct. 1004 (2018) (Mem.). A Judgement of Foreclosure and Sale has not yet been entered in the Foreclosure Action.

14. On March 20, 2018, Debtor filed a *pro se* petition for relief under chapter 13 of the Bankruptcy Code, staying the Foreclosure Action.

15. In Debtor's schedule D filed on March 20, 2018, Debtor indicates that Bank of America holds a secured claim on Debtor's principal residence. Debtor also listed "Green Tree Bankruptcy Department" and Ditech as others to be notified about his bankruptcy in Part 2 of schedule D. Further, Debtor included a supplement to Schedule D, which states:

> Countrywide Home Loans, LLC, initiated a foreclosure case against debtor in 2010. Later, Bank of America became the plaintiff. In December 2017, attorneys for Bank of America informed the State Court that: (i) in 2013, Bank of America lawfully assigned the mortgage to Green Tree Servicing LLC; (ii) at some time later DITECH Financial became the mortgage holder but without any formal assignment and recordation of the mortgage; and (iii) Bank of America continued to litigate the foreclosure case against the debtor even though it ceased to be the real party in interest.

> There are questions who is the real party in interest and whether statute of limitations bars any claims by plaintiff.

16. Also on March 20, 2018, Debtor filed a proposed chapter 13 plan. In Part 3.1 of the proposed chapter 13 plan, Debtor proposed "to engage in loss mitigation efforts with first mortgagee according to the applicable guidelines or procedures of the Judge assigned to this case." Debtor amended the plan on April 23, 2018, which continued to provide for loss mitigation. On July 6, 2018, Debtor filed a correspondence indicating that he intends to abandon his pursuit of loss mitigation; however, Debtor has not filed a new amended plan to change the treatment of the Debt.

17. On April 4, 2018, Ditech filed an Objection to Confirmation of Plan, in which it alleged it is a holder of a secured claim against Debtor consisting of the Note and Mortgage.

18. On April 19, 2018, Ditech filed its proof of claim ("Proof of Claim"). The Proof of Claim indicated that the creditor was Ditech Financial LLC fka Green Tree Servicing LLC and that Ditech had not acquired the claim from someone else. The Proof of Claim indicated a secured claim of $173,805.30 and an amount of $87,180.63 to cure the pre-petition default.

19. On May 7, 2018, Debtor filed the Objection to the Proof of Claim, which among other things, challenged Ditech as the proper party to file the Proof of Claim.

20. On June 8, 2018, Ditech filed an Amended Proof of Claim. It appears the Amended Proof of Claim contains the same information on Official Form 410 and Official Form 410 A as the Proof of Claim filed on April 19, 2018. On June 11, 2018, Ditech filed its response to the Objection. The response states that "[Ditech] would show that its [in] possession of original note, which has been endorsed in blank, and that makes [Ditech] a real party in interest and that it has standing to proceed in this case. . . . [Ditech] intends to present the original note for the Court's inspection at the hearing."

21. Also on June 11, 2018, Debtor filed a Memorandum in Support of Objections to Creditor's Proof of Claim and Motion to Disallow the Claim. In this Memorandum, Debtor asserts Ditech has no standing to file the Proof of Claim, alleging: (1) that the Proof of Claim does not establish who is the current holder of the Note; (2) that two of the assignments of the Mortgage are forged and fraudulent documents; (3) that because Bank of America is the Plaintiff in the Foreclosure Action, if Ditech were permitted to collect on the Debt, it would subject Debtor to double collection; and (4) that Ditech should not be permitted to recover certain attorney's fees and costs listed in the Proof of Claim.

22. On June 18, 2018, in anticipation of the hearing on Debtor's Objection to the Proof of Claim, both Debtor and Ditech filed separate Statements of Dispute, which outlined the issues to be decided by the Court, the positions of the parties, the evidence and testimony to be presented, and the legal authority to be presented at the hearing. In Ditech's Statement of Dispute, Ditech indicated for the first time that it was not in possession of the Note and that the Note was in fact lost, but that it was entitled to enforce the lost Note pursuant to the South Carolina Commercial Code.

23. A hearing was held on the Objection, where both parties submitted evidentiary exhibits into the record and testimony was taken from Debtor and Nicole Gostebski, a representative and employee of Ditech. At the hearing Ditech introduced into evidence an Affidavit of Lost Note ("Lost Note Affidavit") executed by Teresa G. Harris, an Assistant Vice President of Ditech, on June 15, 2018. The Lost Note Affidavit stated that "Ditech acquired the right to enforce the Note from Bank of America, N.A., which was entitled to enforce the Note when the loss of possession occurred[,]" that "[t]he original Note has been inadvertently lost, misplaced, or destroyed, or is in the wrongful possession of an unknown person or a person who

cannot be found or is not amendable to service of process[,]" and that "[t]he original Note is not in the custody and control of Ditech." The testimony of Ms. Gostebski echoed the information provided in the Lost Note Affidavit. In addition, Ms. Gostebski testified that Ditech was not aware that the Note was lost until June 15, 2018 and that it is Ditech's belief that Bank of America, acting as the servicer for Federal National Mortgage Association ("Fannie Mae"), lost the Note. She also testified that Fannie Mae is the owner of the Debt and that Ditech is only the servicer of the Debt.

24. At the hearing on the Objection, counsel for Ditech represented that the Note was transferred to counsel for Bank of America, Korn Law Firm, in 2010 and that Korn Law Firm subsequently ceased operations, at which time all records were destroyed. It appears Ditech is asserting that Korn Law Firm lost the Note during its representation of Bank of America.

25. On July 13, 2018, Debtor filed a Motion for an Order Rescheduling the July 24, 2018 Hearing: (i) to Present Evidence that Fannie Mae is the Current Holder or Owner of Note Given by Koola to the Lender, (ii) To Review Ditech's "Affidavit of Lost Note" to Determine Its Compliance with S.C. Code. Ann. § 36-3-309 and Its Trustworthiness, and (iii) To Dismiss Ditech's Proof of Claim ("Motion to Reschedule"). In the July 13, 2018 Motion, Debtor asserts that Fannie Mae is the owner or holder of the Note and submitted the June 2011 letter he received from Bank of America indicating that Fannie Mae is "the creditor to whom the debt is owed" in support of this assertion. In addition, Debtor submitted with the July 13, 2018 Motion, a letter drafted by Debtor to Fannie Mae dated July 11, 2013 indicating that he "understand[s] Fannie Mae currently owns my mortgage."

26. On July 19, 2018, the Court entered an Order Setting Preliminary Status Hearing on the Motion to Reschedule, noting that the motion included Debtor's request to provide further argument and evidence regarding his Objection to Ditech's Proof of Claim.

27. On July 20, 2018, Ditech filed a Memorandum in Advance of the Preliminary Status Hearing, and Debtor filed a Statement of Dispute.

28. After holding the Preliminary Status Hearing, the Court entered an Order on July 26, 2018 setting a deadline for the parties to submit briefs addressing the applicable code section of the South Carolina Commercial Code and to tender additional proposed documents pertinent to the ownership of the Note.

29. On August 6, 2018, the parties filed briefs regarding the applicable code section of the South Carolina Commercial Code. Debtor indicated in his August 6, 2018 brief that he is in default on the Mortgage Debt since November 2009, and raised additional, new arguments not previously raised in his Objection, including issues related to the statute of limitations, prior loan modification offers, and the state court's denial of his counterclaims in the Foreclosure Action. On August 13, 2018, Debtor indicated in correspondence filed with the Court that he telephoned Fannie Mae and was informed by it that it is the owner of his mortgage loan since March 1, 2004 and that Ditech is the servicer of the loan. It does not appear the parties dispute that the Debt represented by the Proof of Claim exists or that Fannie Mae has been and is the owner of the Debt. Therefore, the parties do not dispute that Fannie Mae is the ultimate beneficiary of the collection of the Debt.

CONCLUSIONS OF LAW

In his *pro se* Objection to the Proof of Claim,[2] Debtor does not dispute that he owes the Debt or that the Mortgage encumbers his Principal Residence. Debtor has stated on the record that he wants to identify and treat the correct creditor for the Debt in his bankruptcy case.

[2] Because debtor is acting *pro se* in this matter, the Court liberally construes Debtor's pleadings. See Haines v. Kerner, 404 U.S. 519, 520–21 (1972) (per curiam) (noting that "[the] allegations such as those asserted by [the pro se litigant], however inartfully pleaded, are sufficient to call for the opportunity to offer supporting evidence" and holding that a pro se complaint is held to less stringent standard than formal pleadings filed by attorneys).

Debtor's Objection predominately centers on who has the standing to file the Proof of Claim against him, and only disputes minor amounts reflected in the claim. It does not appear that there is a dispute as to who is the owner of the Debt as both parties allege that Fannie Mae is the owner and the ultimate beneficiary of the collection of the Debt. However, there is a dispute as to whether Ditech is the proper party to file the Proof of Claim for the Debt in this bankruptcy case.

Burden of Proof

Fed. R. Bankr. P. 3001(f) provides that a claim filed in accordance with Fed. R. Bankr. P. 3001 shall have *prima facie* evidence of validity and amount. If a claim has been filed properly, the party objecting to the claim would have the initial burden of overcoming the claim's *prima facie* evidence. If that burden is overcome, the burden shifts to claimant to demonstrate the validity and amount of the claim.

Debtor has raised several issues regarding whether Ditech's Proof of Claim was filed in accordance with Fed. R. Bankr. P. 3001, including whether the appropriate attachments were filed with the Proof of Claim,[3] whether the official proof of claim form was properly completed,[4] and whether Jason A. Contrill and Mary D. Vitartas of Bonial & Associates, P.C. were authorized agents of Ditech to file the Proof of Claim on its behalf.[5]

However, it is not necessary for the Court to determine whether Ditech's Proof of Claim was properly filed under Fed. R. Bankr. P. 3001 because it is apparent that Debtor has overcome

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[3] Specifically, Debtor noted that the assignment from MERS to BAC Home Loans was not attached to either the originally filed or amended proof of claim.

[4] Debtor asserted that Ditech did not properly complete the Official Form 410 because it did indicate that it had acquired the claim from someone else.

[5] Debtor alleged that the power of attorney indicating that Mr. Contrill and Ms. Vitartas were agents of Ditech were not attached. To resolve this issue, the Court notes that a prior version of the official proof of claim form required a creditor's agent to attach a power of attorney to the proof of claim; however, this requirement was removed from the official form as part of the 2012 amendments to the official forms and is not a requirement of the current version of the form (Official Form 410). See In re Rehman, 479 B.R. 238, 244 n.10 (Bankr. D. Mass. 2012).

any *prima facie* presumption (if such is applicable) the Proof of Claim may have through his challenges to Ditech's standing. Therefore, the burden is on Ditech to establish its claim.

Debtor's Prior Bankruptcy Discharge

While both parties' arguments center on whether Ditech is entitled to enforce the Note under the South Carolina Commercial Code, neither party has addressed the effect of Debtor's prior discharge from his 2009 chapter 7 bankruptcy on the enforcement of the Note. In the Chapter 7 Case, Countrywide Home Loans was listed as the holder of the Debt and provided notice of the proceedings. After a determination of no assets, the Court entered an Order Discharging Debtor pursuant to 11 U.S.C. § 727. Section 727(b) of the Bankruptcy Code provides that the discharge "discharges the debtor from all debts that arose before the date of the order for relief under [chapter7 of the Bankruptcy Code]." However, while a debtor may be discharged from any personal obligation arising under a debt, any lien surviving the bankruptcy case may remain enforceable against the discharged debtor's property after the bankruptcy.

In the present matter, Debtor has filed what is commonly referred to as a "chapter 20" bankruptcy filing in which a debtor files a chapter 13 bankruptcy to address debts and liens after receiving a discharge in a prior chapter 7 bankruptcy case. In Johnson v. Home State Bank, 501 U.S. 78, 111 S.Ct. 2150 (1991), the Supreme Court of the United States has elaborated on the effect of a chapter 7 discharge on a secured claim addressed in a subsequent chapter 13 reorganization plan. In Johnson, the Supreme Court indicated that the chapter 7 discharge "extinguishes only one mode of enforcing a claim—namely, an action against the debt *in personam*—while leaving intact another—namely an action against the debtor *in rem*." Id. at 84, 111 S.Ct. at 2154. Therefore, a chapter 7 bankruptcy discharge, without more, does not eliminate a creditor's right to foreclose on a valid mortgage lien. Id. at 82, 111 S.Ct. at 2153. The Supreme

Court went on to hold that the creditor's *in rem* rights to enforce the mortgage by foreclosure was a claim under 11 U.S.C. § 502(b) against property of the debtor's estate and may be treated in a subsequent chapter 13 plan.

Under the South Carolina Commercial Code,[6] a defense to the right to enforce a negotiable instrument is the "discharge of the obligor in insolvency proceedings."[7] S.C. Code Ann. § 36-3-305 (2018).[8] In this case, it appears that the *in personam* liability under the Note was discharged and enjoined under 11 U.S.C. § 524(b). Therefore, because Debtor was the only obligor, the Note is unenforceable as remedy for collection against Debtor due to his prior chapter 7 discharge. Nevertheless, Debtor's residence remains subject to the collection of the Debt through foreclosure of any surviving lien.

The Supreme Court of South Carolina has also recognized this reasoning and has stated that "[a] note and mortgage are both securities for the payment of the debt. They are separate and distinct. Nor is a note essential to the validity of the mortgage." Ballou v. Young, 42 S.C. 170, 20 S.E. 84, 86 (1894). As put by that Court: "[T]he debt itself is something different from either the note or mortgage, which are both mere securities for and evidences of the debt, and as a consequence, the loss of the right to enforce one does not necessarily take away the right to enforce the other." Id.; see also McCaughrin & Co. v. Williams, 15 S.C. 505 (1881) ("A deed of trust or

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[6] The Mortgage provides that it shall be governed by federal law and the law of the jurisdiction in which the Principal Residence is located. As the Principal Residence is in South Carolina, South Carolina law would govern the Mortgage. The Note does not address the governing law; however, it appears South Carolina law governs the Note as well.

[7] A promissory note secured by a mortgage is considered a negotiable instrument and subject to article 3 of the South Carolina Commercial Code. See Swindler v. Swindler, 584 S.E.2d 438, 440–41 (S.C. Ct. App. 2003) (finding that article three governs a note secured by a mortgage on real property).

[8] It appears a similar result would be reached under the prior version of the South Carolina Commercial Code. See S.C. Code Ann. § 36-3-305(2)(d) (2003) (noting that a holder in due course would be subject to the defense of a discharge in insolvency proceedings).

mortgage is valid without any note or bond, although it purports to secure a note or bond and substantially describes it. The mortgage debt exists independently of the note. The inquiry is: Does the debt exist? If it does, it is not essential that there should be any evidence of it beyond what is furnished by the recital of the deed. The validity of a mortgage does not depend upon the description of the debt contained in the deed, nor upon the form of the indebtedness, whether it be by note or bond or otherwise; it depends rather upon the existence of the debt it is given to secure. . . ."); Platt v. Carroll, 125 S.C. 493, 119 S.E. 180 (1923) ("The bond is not the debt, nor is the mortgage the debt; the debt is borrowed money; the bond and the mortgage are simply separate securities for the same debt, and the creditor may pursue either security that his interest may dictate."). This precedent was recently reiterated by the Court of Appeals for South Carolina in Draper. See Draper, 405 S.C. at 220–21, 746 S.E.2d at 481 ("A mortgage and note are separate securities for the same debt . . . ."). Under this line of reasoning, the South Carolina Supreme Court has held that a mortgage may be enforced even when the note has been determined to be void or otherwise unenforceable. See Plyler v. Elliott, 19 S.C. 257 (1883) (permitting foreclosure of the mortgage when the note was void due to an improper alteration); see also Nichols v. Briggs, 18 S.C. 473 (1883) (holding that a mortgage could be enforced when the enforcement of the note was barred due to the statute of limitations).[9] In other words, under South Carolina law, the debt owed is separate from the note and mortgage, and, in circumstances where an unsatisfied note has

[9] The Court notes that while these opinions of the Supreme Court of South Carolina are older, these opinions remain applicable law under South Carolina and are still cited favorably by the South Carolina Supreme Court. See Lever v. Lighting Galleries, Inc., 374 S.C. 30, 647 S.E.2d 214 (2007) (relying on Nichols v Briggs and Platt v. Carroll to determine that a creditor may foreclose a mortgage after a judgment resulting from a related suit on note became stale); see also South Bay Properties, LLC, v. Bayside Property, Inc. (In re South Bay Properties, LLC), C/A no. 10-04922-8-SWH; Adv. Pro. No. 10-00236-8-SWH, slip op., 2011 WL 5902574 at p. *6 (Bankr. E.D.N.C. June 15, 2011) (describing the case law on mortgages in South Carolina in the following manner: "[o]ld and dusty as these cases may be, this court has found no more recent precedent to contradict them, and they appear to have established a lasting legal footprint").

become unenforceable, the mortgage may stand on its own as evidence and security to enforce the debt.

Despite the chapter 7 discharge, the Debt would nevertheless remain enforceable through the foreclosure of the Mortgage. See Ducker v. Standard Supply Co., Inc., 280 S.C. 157, 159, 311 S.E.2d 728, 730 (1984) ("A discharge of the personal liability of a debt or judgment does not affect the lien securing that debt or judgment."). In this case, the parties agree the Debt which originated with the Note and Mortgage on February 20, 2004 still exists and that Fannie Mae is the ultimate beneficiary of the collection of that Debt. Therefore, to determine the proper party with standing to file the Proof of Claim in this case, the Court must determine who has standing to prosecute an *in rem* foreclosure action of the Mortgage under South Carolina law.

South Carolina Foreclosure Law

The Court of Appeals of South Carolina's recently addressed foreclosure law and procedure in South Carolina as it relates to servicers of a mortgage loan in Bank of America, N.A. v. Draper, 405 S.C. 214, 746 S.E.2d 478 (Ct. App. 2013). In Draper, the Court of Appeals of South Carolina determined that a servicer of a loan, who is not the owner of the loan, has standing to initiate a foreclosure "by virtue of its pecuniary interest in collecting payments under the terms of the note and mortgage." Id. at 222, 746 S.E.2d at 482.

Ditech asserts that under the holding of Draper, it must only demonstrate that it is a servicer to establish its standing to file the Proof of Claim in Debtor's bankruptcy case. However, central to the holding in Draper is the underlying right of the servicer to collect payments on behalf of the beneficial owner of the debt. Simply asserting that you are a servicer does not demonstrate that the servicer or alleged beneficial party has the right to collect the debt. Therefore, the Court does not interpret Draper to eliminate the requirement of a plaintiff in a foreclosure action to

demonstrate that it or the party on whose part it is acting has the right to collect or otherwise enforce the debt.

As indicated in Draper, the following elements are necessary to bring a foreclosure action in South Carolina:

> "Generally the party seeking foreclosure has the burden of establishing the existence of the debt and the mortgagor's default on that debt. Once the debt and default have been established, the mortgagor has the burden of establishing a defense to foreclosure such as lack of consideration, payment or accord and satisfaction."

Id. at 220–21, 746 S.E.2d at 481 (quoting U.S. Bank Trust Nat'l Ass'n v. Bell, 385 S.C. 364, 374, 684 S.E.2d 199, 204 (Ct. App. 2009)). In this case, the parties do not dispute that the Debt exists, that Debtor has defaulted on the Debt,[10] and that Fannie Mae is the beneficiary of the collection of the Debt.

Therefore, the key inquiry for the Court is whether Ditech has a right to collect the Debt.

Transfers from Bank of America to Green Tree

Based on the uncontradicted record, it appears that prior to 2013, Bank of America acted as the servicer for Fannie Mae, and was entitled to enforce the Debt. Specifically, Bank of America was the holder of the Mortgage due to the 2010 assignment from MERS to BAC Home Loans, as well as the holder of the discharged Note; which was subsequently lost by Bank of America's litigation counsel. As the holder of the Note when it was lost, and the holder of the Mortgage as well as the servicer for Fannie Mae, Bank of America had the right to collect the Debt from Debtor; however, the right to collect *in personam* from Debtor was discharged as part of the prior chapter 7 bankruptcy case.

[10] Debtor indicated in his pleadings that he has been in default on the debt since November 2009.

As part of the 2013 servicer transfer between Bank of America and Ditech's predecessor, Green Tree, it appears that Bank of America transferred its rights to the Debt and Mortgage to Green Tree.

First, Bank of America transferred the Mortgage to Green Tree by an assignment dated May 16, 2013.[11] The May 16, 2013 mortgage assignment states that Bank of America "does hereby grant sell assign transfer and convey unto Green Tree . . . all beneficial interest under that certain Mortgage described below **together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage**." (emphasis added). The mortgage assignment would appear to create a clear indication that the parties intended to transfer not only the Mortgage, but also the related right to collect the underlying Debt. Second, the record reflects that Bank of America assigned, sold or transferred the right to collect payments on the Debt to Green Tree as stated in the Servicer Transfer Letter sent to Debtor on April 23, 2013. Further evidence of Bank of America's intent to transfer of the right to collect the Debt is demonstrated by the testimony of Ms. Gostebski and the Lost Note Affidavit filed by Ditech, which both stated that Bank of America transferred the right to enforce the Lost Note to Ditech.[12] Ms. Gostebski also testified at the June 21, 2018 hearing that Ditech is the present servicer of the Debt on behalf of its owner, Fannie Mae.

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[11] While there was an additional mortgage assignment executed on June 4, 2013, which purported to assign the Mortgage from MERS to Green Tree, that assignment appears to be ineffective as MERS had previously transferred and assigned its rights in the Mortgage to BAC Home Loans by the August 27, 2010 assignment of the Mortgage.

[12] Due to the Debtor's discharge, the lost Note is not enforceable against Debtor personally. However, to the extent the lost Note is implicated in this matter, the Court notes that the South Carolina Commercial Code does not appear to address the transfer of a lost instrument. While § 36-3-203 discusses the transfer of instruments, this section only addresses transfers of possession of the instrument. See Official Comments to S.C. Code Ann. 36-3-203 ("Subsection (a) defines transfer by limiting it to cases in which possession of the instrument is delivered for the purpose of giving to the person receiving delivery the right to enforce the instrument.") Therefore, without a more specific statute, it appears that state assignment law would control how a lost note is transferred pursuant to S.C. Code Ann. § 36-3-103(b). South Carolina has long held that "[a]n assignee stands in the shoes of its assignor." Draper, 405 S.C. at 220, 746 S.E.2d at 481. Because Fannie Mae owned the Note, Bank of America possessed limited rights in the

For the foregoing reasons and based on the record, including but not limited to the Mortgage assignment from Bank of America to Green Tree, the Lost Note Affidavit, and the testimony presented at hearing, the Court finds there was a transfer of the right to collect the underlying Debt on behalf of Fannie Mae from Bank of America to Ditech. Further, Ditech, by testimony of its agent indicated that it is acting on behalf of the owner of the Debt, Fannie Mae, to collect the payments on the Debt. Ditech is, by assignment, the holder of the Mortgage, as the security for the Debt that remains enforceable. The Court finds Ditech is a party with the rights to collect the Debt on behalf of Fannie Mae. For all of these reasons, the Court finds according to the elements set forth in Draper, Ditech has standing, as the servicer of the Debt on behalf of Fannie Mae, to file the Proof of Claim in this case.

In making this conclusion, the Court notes Debtor's concerns regarding the possibility of "double collection" of the same debt due to the Note being lost and past inconsistent statements made about Ditech's possession of the Note indorsed in blank.[13] However, the Note is no longer

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Note as its holder when it was lost, namely the right to collect payments and the right to enforce it. The record reflects that Bank of America transferred those rights to Green Tree, which later became Ditech by merger.

The Court also notes that the only section of the South Carolina Commercial Code that addresses lost instruments is § 36-3-309, which addresses the enforceability of lost instruments. If the Note had been enforceable, it appears Bank of America would qualify under that section as a person entitled to enforce the lost instrument. Courts from other jurisdictions applying a prior version of U.C.C. § 3-309 have held that state assignment law supplements the commercial code to permit a party entitled to enforce a lost note to assign that right to another party. See Allen v. U.S. Bank, N.A. (In re Allen), 472 B.R. 559, 567 (9th Cir. B.A.P. 2012), Atlantic Nat'l Trust, LLC v. McNamee, 984 So.2d 375, 378–79 (Ala. 2007); Beal Bank, S.S.B. v. Caddo Parish-Villas South, Ltd., 218 B.R. 851 855–56 (N.D. Tex. 1998). South Carolina courts have not yet addressed whether state assignment law supplements § 36-3-309 of the S.C. Commercial Code. The Court also notes that under the prior version of South Carolina Commercial Code, Fannie Mae, the party for which Ditech is acting, would be entitled to enforce the lost Note if the Note were enforceable. See S.C. Code Ann. § 36-3-804 (2004). Because the Note is not enforceable due to Debtor's prior discharge, it is not necessary for the Court to determine these issues at this time.

[13] Debtor also asserts that Ditech deliberately misrepresented in the Proof of Claim that it was the servicer of the Debt on behalf of Fannie Mae. While some of the confusion in this matter would have been avoided if Ditech had expressly indicated in the Proof of Claim that it was acting as the servicer on behalf of Fannie Mae, it would appear that Ditech has standing to foreclose the Mortgage under Draper, and would be permitted to file a claim. Further, Ditech indicated at the hearing, through its representative's testimony, that it was the servicer of the Debt on behalf of Fannie Mae. Nonetheless, to clarify the record, the Court is ordering Ditech to amend its claim or make other appropriately written filings to indicate that it is acting as servicer for Fannie Mae in this case.

enforceable against Debtor personally. Further, the present matter is not a situation where multiple parties are alleging to be the creditor for the same debt. Ditech is the only party that has filed a Proof of Claim on the Debt, a debt that Debtor readily admits to owing. Neither Bank of America or Fannie Mae has filed a claim in addition to Ditech's Proof of Claim. Both Debtor and Ditech agree that Fannie Mae is the owner of the Debt, and therefore, would be the ultimate beneficiary of any payments made on the Debt. Therefore, while the Court finds Ditech is a proper party to file the Proof of Claim for the Mortgage Debt, as an additional measure, the Court hereby orders that Ditech administer any funds collected on the Debt during this case in trust for or for the benefit of Fannie Mae,[14] the owner of the Debt, and requires it to ensure that all payments on the Debt are properly credited by both Ditech and the owner of the Debt against the Debt that is secured by Debtor's residence. To clarify the record, the Court also orders Ditech or any successor servicer to amend the Proof of Claim or make other appropriate written filings to indicate that it is acting as servicer for Fannie Mae or any successor owner of the Debt in this case.

Debtor's Other Arguments for Disallowance of the Claim

Debtor also raised several other arguments that the Proof of Claim should be disallowed or the Court should grant other relief. The Court will briefly address each of these arguments.[15]

Statute of Limitations

Debtor alleges that any claim based on the Mortgage Debt is barred by the statute of limitations under South Carolina law. Specifically, Debtor asserts that he has been in default on

[14] To the extent the Debt is sold to another party, Ditech or any subsequent servicer shall hold the funds in trust for or for the benefit of the owner of the Debt. While counsel for Ditech has indicated after the hearing on the Objection that Fannie Mae has sold the Debt to LSF10 Mortgage Holdings, LLC on July 25, 2018, no transfer of claim has been filed in the Claims Register as of the entry of this Order.

[15] In addition, Debtor in post-hearing correspondence filed on August 13, 2018, 53 days after the evidentiary hearing on the Objection, sought production of additional information related to Ditech's standing as servicer of the Debt. In light of the Court's ruling, these late requests are moot.

the Mortgage Debt since November 2009 and that any action for the default would accrue against him as of the date Ditech began servicing the Debt in April 2013. It appears Debtor is arguing that the three-year statute of limitations for contracts under S.C. Code Ann. § 15-3-530 applies. However, because the Debt is secured by the Mortgage, the Court finds the twenty-year statute of limitations under South Carolina law applies. See S.C. Code Ann. § 15-3-520 ("Within twenty years: (a) an action upon a bond or other contract secured by a mortgage of real property . . . ."). Therefore, as the default of the Debt occurred less than twenty years prior to the filing of Debtor's present bankruptcy case, the Court finds that the Proof of Claim is not barred by the statute of limitations.

Failure to Produce the Original Note

Debtor also seeks the disallowance of the Proof of Claim because Ditech failed to produce the original Note. While the production of the original note is one means of establishing standing, neither Debtor not the Court has identified authorities holding that this is a requirement to establish standing under South Carolina law. Further, the facts in this matter indicate that the Note is lost and cannot be produced, but copies of the Note were submitted into evidence by both Ditech and Debtor. Importantly, the Court has already concluded that Ditech is entitled to collect the Debt, through the Mortgage on behalf of Fannie Mae. Therefore, the Proof of Claim should not be disallowed based on Ditech's inability to produce the original Note.

Validity of Mortgage Assignments

Debtor also challenged the validity of the assignments of the Mortgage. Specifically, Debtor points to the fact that the 2010 assignment from MERS to BAC Home Loans was executed by BAC Home Loans' litigation counsel in its role as an Assistant Secretary of MERS. Debtor believes this is a fraudulent practice. Further, Debtor challenges the 2013 assignment from Bank

of America to Green Tree because the assignment states that the original lender was MERS as nominee for Countrywide Home Loans, Inc. Debtor asserts that Countrywide Home Loans, Inc. was the original lender.

However, this Court has found that a mortgagor, such as Debtor, does not have standing to question the validity of a mortgage assignment because the assignment of the mortgage is a separate contract to which the mortgagor is not a party. See Guy v. Carrington Mortgage Servs. (In re Guy), 552 B.R. 89, 99 (Bankr. D.S.C. 2016); In re McFadden, 471 B.R. 136, 161–62 (Bankr. D.S.C. 2012) (Duncan, J.); Montgomery v. Bank of America, 740 S.E.2d 434 (Ga. Ct. App. 2013)

Nevertheless, even if Debtor had standing to challenge the Mortgage assignments, the Court finds the Debtor's contentions lack merit. In regards to the assignment from MERS to BAC Home Loans, the mere fact that BAC Home Loans' litigation counsel executed the assignment on behalf of MERS does not demonstrate that the assignment was fraudulent. The Court has not identified any authority that precludes an individual from being simultaneously an employee or agent of one entity and an agent of another. In addition, the execution of assignments in this fashion appears to have been the customary practice of MERS. See Jackson v. Mortg. Electronic Registration Sys., Inc., 770 N.W.2d 487 (Minn. 2009) ("MERS instructs its members to have someone on their own staff become a certified MERS officer with authority to sign on behalf of MERS.").

Debtor provided no additional authority or evidence to support the allegation that BAC Home Loans' litigation counsel did not have authority to execute the assignment or was otherwise impersonating as or misrepresenting an Assistant Secretary of MERS. In fact, Debtor's Objection pleads that: "In 2010, Mortgage Electronic Registration Systems, Inc., ("MERS"), as the nominee of Countrywide assigned the mortgage to Bank of America. Countrywide also indorsed the original

note in blank to Bank of America as a bearer instrument . . . . As the holder of the note and mortgage, Bank of America continued the foreclosure case since 2010 against the debtor as the real party in interest." Debtor also indicates in his Memorandum filed on June 11, 2018 that the assignment from MERS to BAC Home Loans "appears to be a genuine assignment."

Therefore, the Court finds that the fact that the assignment was executed by an individual who also served as litigation counsel in the Foreclosure Action alone is not sufficient grounds to find that the assignment was fraudulent. See Pliego v. Federal Nat'l Mortg. Ass'n, C/A No. 13-2116 (JRT/JJK), slip op., 2014 WL 714477 at *1 n.2 (D. Minn. Feb. 25, 2014) ("[T]he fact that Wilford was an employee of Wilford & Geske[, foreclosure counsel for the creditor,] when he executed the assignment on behalf of MERS is perfectly consistent with this practice and does not establish a plausible basis for a claim that Wilford lacked authority to execute the assignment on behalf of MERS."); Stilp v. HSBC Bank USA, N.A., Civ. No. 12–3098 (ADM/JJK), 2013 WL 1175025, at *4 (D.Minn. Mar. 20, 2013), aff'd, 2013 WL 5340399, at *3 (8th Cir. Sept. 25, 2013) ("Plaintiffs plead upon information and belief that all individuals executing assignments of mortgage and power of attorney lack legal authority to do so. Plaintiffs believe the individuals executing assignments and POAs are employed by organizations other than the ones on whose behalf they have signed.... Even if the individuals do work for other organizations, it does not mean that they could not also work for or be hired as agents on behalf of different clients. Absent even an iota of evidence of fraud, these are conclusory allegations which do not state a claim for which relief may be granted."). Debtor has not demonstrated that the 2010 assignment from MERS to BAC Home Loans is fraudulent.

As to the assignment from Bank of America to Green Tree, Debtor asserts that the assignment is fraudulent because it states that the "Original Lender" is MERS, as nominee for

Countrywide Home Loans, Inc. Under the Note and Mortgage, the Lender is listed as Countrywide Home Loans, Inc., while MERS, as nominee for Countrywide Home Loans, Inc. is listed as the Mortgagee. Debtor contends that this discrepancy shows the assignment is fraudulent.

However, the Court finds that the assignment correctly lists the original borrower and mortgagor, the date of the Mortgage, the Original amount of the Debt, and the recording information of the Mortgage, including the book and page number and date of the recording of the Mortgage. In addition, the assignment includes the address of both Bank of America and Green Tree.

Section 30-7-50 of the South Carolina Code lists the required information for an assignment of a mortgage: "Assignment of mortgage forms shall include the name of the mortgagor and the name and address of the mortgagee and the book, page and date of recording of the original mortgage, and may include a toll free number for the assignee if such a number is available." The assignment from Bank of America to Green Tree includes all of the required information under S.C. Code Ann. § 30-7-50 to be a valid assignment.

Considering the entirety of the document, it appears the discrepancy raised by Debtor is a scrivener's error that would not affect the validity of the assignment as a reasonable person would be able to identify the mortgage being transferred by the information included in the assignment. Debtor has provided no additional evidence or authority to support his assertion that the assignment is fraudulent. Therefore, the Court does not find that the assignment is fraudulent or otherwise invalid based on the evidence presented.

Plaintiff in the Foreclosure Action

Debtor also asserts that Ditech does not have standing to file the Proof of Claim because Bank of America remains the plaintiff in the Foreclosure Action. In response, counsel for Ditech

indicated that due to the Debtor's appeals in the Foreclosure Action and the requirements of the automatic stay in Debtor's bankruptcy cases, Ditech has not been able to substitute itself as the plaintiff in the action. This position is supported by evidence submitted by Debtor. Specifically, Debtor submitted a copy of an Affidavit of Verified Statement of Account executed by Krista Leonard, a representative of Ditech on July 25, 2017, which was produced in the Foreclosure Action.[16] The affidavit indicates that Ditech is the "intended substitute plaintiff of BAC Home Loans" in the Foreclosure Action. Further, it appears under Rule 25(c) of the South Carolina Rules of Civil Procedure that when a transfer of interest occurs after an action has commenced, the action may be continued in the name of the original party. Therefore, the Court finds that the fact that Bank of America remains the plaintiff in the state Foreclosure Action at this time is insufficient as grounds to disallow Ditech's Proof of Claim.

Failure to Offer Reasonable Loan Modification

As part of his post-hearing Brief filed on August 6, 2018, Debtor also asserted that Bank of America, as the prior servicer of the Debt, failed to offer him a reasonable loan modification after he completed a trial period plan offered by it to him in 2009. Debtor requests the Court order "the successor-creditor of Bank of America to offer [Debtor] an affordable loan modification."[17]

---

[16] Debtor asserted that Krista Leonard committed a fraud on the state court because she also signed a Consent Order Granting Substitution of Attorney in the Foreclosure Action on behalf of the plaintiff, Bank of America. Beyond his mere allegations that Ms. Leonard was impersonating an employee of Bank of America, Debtor did not provide any further evidence to support this allegation or to otherwise show that Ms. Leonard lacked the authority to consent on behalf of the plaintiff in the Consent Order. Without any additional evidence or authority, the Court does not find that either the Affidavit of Verified Statement of Account or the Consent Order Granting Substitution of Attorney are fraudulent.

[17] It appears Debtor is attempting to assert a claim similar to that raised in Wigod v. Wells Fargo Bank, N.A., 673 F.3d 547 (7th Cir. 2012). In Wigod, the Seventh Circuit Court of Appeals permitted a mortgagor to bring a state law breach of contract action against the servicer of a mortgage loan on the grounds that the servicer breached the trial period payment agreement when it failed to offer a permanent loan modification to the mortgagor after she completed the payments under the trial period payment agreement.

To the extent Debtor seeks to enforce some prior loan modification offer, it appears he is seeking an affirmative equitable remedy described in Fed. R. Bankr. P. 7001(7). Therefore, Debtor's request for relief would not be permitted in the context of a claim objection under Fed. R. Bankr. P. 3007(b). See Fed. R. Bankr. P. 3007(b) ("A party in interest shall not include a demand for relief of a kind specified in Rule 7001 in an objection to the allowance of a claim.")

Further, while raised in a brief, Debtor did not raise his request for affirmative relief in his originally filed Objection or other pleadings; and therefore there are concerns of adequate notice and proper due process. Therefore, Debtor's request for affirmative relief, if any, should be made in the filing of a separate adversary proceeding against Ditech.

In addition, it appears that Debtor's proposed chapter 13 plan currently seeks a loan modification from the current holder of the Mortgage. To the extent Debtor seeks a new consideration of loss mitigation/mortgage modification in his chapter 13 plan, it should be considered at the confirmation hearing. Therefore, any request for loss mitigation/mortgage modification as a defense to the Proof of Claim is denied.

State Court Counterclaims

Debtor also asserts as part of his post-hearing Brief filed on August 7, 2018 that the Court should reconsider the state court Master in Equity's grant of summary judgment in favor of Bank of America as to counterclaims Debtor raised in that action. The Court of Appeals of South Carolina upheld the Master in Equity's grant of summary judgment. Specifically, Debtor asserts the Court should award him damages based on his counterclaim regarding Bank of America's alleged failure to comply with the "FIRREA Federal Appraisal Regulations."

However, this Court does not have authority to reconsider the orders of the Court of Appeals and Master in Equity under the *Rooker-Feldman* doctrine and *res judicata*. "The

following requirements must be met for the *Rooker-Feldman* doctrine to apply: (1) the federal plaintiff lost in state court; (2) the plaintiff complains of injuries caused by the state-court judgments; (3) those judgments were rendered before the federal suit was filed; and (4) the plaintiff is inviting the district court to review and reject the state-court judgments." Anderson v. Cordell (In re Infinity Business Group, Inc.), 497 B.R. 495, 500 (Bankr. D.S.C. 2013). In the present matter, these elements are met; therefore, the Court finds Debtor's request for relief based on his Foreclosure Action counterclaim is precluded by the *Rooker-Feldman* doctrine and denied. In addition, the elements of *res judicata* are also met in this matter as to Debtor's counterclaims from the Foreclosure Action.[18]

Amount of the Claim

Because Ditech, as the servicer for Fannie Mae, has a valid claim against Debtor for the collection of the Debt and Mortgage, the Court must also determine the amount of Ditech's claim under § 502(b).

During her testimony, Ms. Gostebski, testified that the payment history attached to Ditech's Proof of Claim is an accurate description of the amounts owed on the Debt, and Ditech submitted the Proof of Claim into evidence.

Debtor does not dispute that he owes the Debt. In fact, Debtor admits that he has been in default on payments for the Debt since November 2009. In addition, Debtor has scheduled the Debt in schedule D in this case in the amount of $180,686.00. However, Debtor disputes the inspection fees and attorney's fees and costs included in Ditech's Proof of Claim.

[18] Debtor argues that the basis for the state court's grant of summary judgment against him on the counterclaims was incorrect because he subsequently amended his schedules in the Chapter 7 Case to list those claims. However, the state court's judgment is still valid, binding, and final. This Court is neither in the position nor has the authority to reconsider the state court's judgment at this time, and it appears this issue must be more appropriately raised before the state court to reconsider its prior judgment on the counterclaims.

Ditech's Proof of Claim includes $3,080.52 of fees and costs outstanding, which is based on the payment history attached to the Proof of Claim. These fees and costs consist of $2,105.00 in foreclosure attorney's fees, $75.00 from court filing costs, $225.00 in inspection fees and $675.52 in late fees. Debtor asserts that the foreclosure attorney's fees and costs are not recoverable by Ditech because it did not prosecute the state court Foreclosure Action, rather Bank of America is the plaintiff in that action.

In examining these issues, it appears that the Mortgage provides for the recovery of fees and costs associated with the protection of the creditor's interest, including legal fees and expenses. Section 9 of the Mortgage specifically provides that:

> **9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) [Debtor] fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument, or to enforce laws or regulations) or (c) [Debtor] has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sum secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorney's fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. . . .
>
> Any amounts disbursed by Lender under this Section 9 shall become additional debt of [Debtor] secured by this Security Instrument.

Ditech also submitted into evidence as part of the Proof of Claim the invoices from its counsel for the Foreclosure Action. These invoices describe the date and work completed by counsel in the Foreclosure Action and show that the invoices were paid by Ditech and Green Tree. Because Debtor admits that he is in default on the Mortgage Debt, the Foreclosure Action would be an appropriate action under section 9 of the Mortgage, and the associated attorney's fees and

costs would be recoverable as additional debt. Further, as the Court has already discussed, Ditech appears to be the interested party for collecting the Debt as a result of the transfer of the Debt from Bank of America to Green Tree/Ditech. The Court does not find that Ditech's inability or delay in substituting itself as plaintiff in the Foreclosure Action would prohibit it from recovering the attorney's fees and costs owed and paid pursuant to section 9 of the Mortgage. Therefore, the Court finds that the attorney's fees and costs paid by Ditech or its predecessor related to the Foreclosure Action are recoverable and may be included in the Proof of Claim in the amount of $2,180.[19]

Debtor also disputes the $225.00 in inspection fees asserted by Ditech in the Proof of Claim. Debtor asserts that "Ditech did not state how these [inspection fees] arose." The testimony provided by Ms. Gostebski was limited about the inspection fees—namely she testified that she believes fees, like inspection fees, are recoverable under the Mortgage. No testimony or evidence was provided about what was inspected, the extent of these inspections, or how these inspections were reasonable or appropriate to protect Ditech and Fannie Mae's interest in the subject property. Based on the evidence presented, the Court finds that Ditech has not sufficiently demonstrated that the inspection fees are recoverable under the Mortgage. Therefore, the claim shall be reduced by the $225.00.

Finally, Debtor does not appear to dispute the principal balance, interest, late fees or escrow advances as part of the Debt asserted in Ditech's claim. Ms. Gostebski testified that the amounts included in the Proof of Claim are accurate as to the amounts owed on the Debt. Without sufficient evidence to the contrary, the Court finds that Ditech has met its burden by a preponderance of evidence as to the amount of these items listed in the claim.

[19] Debtor also disputed certain fees listed on the payment history of the Proof of Claim, including Title Cost and Service Cost. However, a review of the payment history shows that Ditech reversed those charges on March 20, 2018 and is not attempting to recover those costs from Debtor through the Proof of Claim.

Therefore, for these reasons, the Court denies Debtor's additional requests to disallow the Proof of Claim, and finds that Ditech, as servicer for Fannie Mae, has an allowed secured claim in the amount of $173,580.30.

CONCLUSION

For the foregoing reasons, the Court finds Ditech's secured claim is allowed in the amount of $173,580.30. The Court further orders that Ditech, or any successor servicer, shall administer any funds paid on the Debt during the course of this bankruptcy case in trust for or for the benefit of the owner of the Debt, presently Fannie Mae, until ordered otherwise. Finally, to clarify the relationship of the parties, the Court orders that Ditech or any successor servicer amend its Proof of Claim or make other appropriate written filings to indicate that it is acting as servicer for Fannie Mae or any successor owner of the Debt in this case.

AND IT IS ORDERED.

FILED BY THE COURT
09/28/2018

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

Entered: 09/28/2018

John E. Waites

US Bankruptcy Judge
District of South Carolina

Notice Recipients

District/Off: 0420−2	User: mobley	Date Created: 9/28/2018
Case: 18−01373−jw	Form ID: pdf01	Total: 5

Recipients of Notice of Electronic Filing:

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TOTAL: 4

Recipients submitted to the BNC (Bankruptcy Noticing Center):

db	Johnson D. Koola	1587 Cambridge Lakes Drive	Mount Pleasant, SC 29464

TOTAL: 1

UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF SOUTH CAROLINA

IN RE: Johnson D. Koola, Debtor(s).	C/A No. 18-01373-JW Chapter 13 **AMENDED ORDER**[1]

This matter comes before the Court upon Johnson D. Koola's ("Debtor") Objection ("Objection") to the Proof of Claim filed by Ditech Financial LLC fka Green Tree Servicing LLC ("Ditech"). Ditech filed a Response to the Objection, and a hearing was held on the matter. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, and this is a core proceeding pursuant to 28 U.S.C. § 157. Pursuant to Fed. R. Civ. P. 52, as made applicable to this proceeding under Fed. R. Bankr. P. 7052, the Court makes the following Findings of Fact and Conclusions of Law.[2]

FINDINGS OF FACT

1. On February 20, 2004, Debtor executed a fixed rate note ("Note") in the amount of $136,192.00 to Countrywide Home Loans, Inc.

2. Also on February 20, 2004, Debtor executed a first mortgage ("Mortgage") as security. The Mortgage encumbers Debtor's principal residence, 1587 Cambridge Lakes Drive, Mount Pleasant, South Carolina ("Principal Residence"), and was recorded in the public records for Charleston County. The Mortgage indicated that the "mortgagee" is Mortgage Electronic Registration Systems, Inc. ("MERS") and that the "lender" is Countrywide Home Loans, Inc. For

[1] This Order is amended as ordered by the Order of this Court entered on January 15, 2019.

[2] To the extent the following findings of fact are conclusions of law, they are so adopted, and to the extent the following conclusions of law are findings of fact, they are so adopted.

the purposes of this Order, the obligations and duties evidenced in the Note and Mortgage will be collectively referred to as the "Debt".

3. It appears Federal National Mortgage Association ("Fannie Mae") became the owner of the Debt in March 2004.[3]

4. On March 20, 2009, Debtor filed a petition for relief under chapter 7 of the Bankruptcy Code ("Chapter 7 Case") in this District (C/A No. 09-02104-dd). In the schedules for the Chapter 7 Case, Debtor indicates that Countrywide Home Loans had a first mortgage loan secured by his Principal Residence. It appears notice of the Chapter 7 Case was properly served on Countrywide Home Loans. On April 30, 2009, the Chapter 7 Trustee filed a Report of No Distribution, and on July 13, 2009, an Order Discharging Debtor was entered pursuant to 11 U.S.C. § 727. The Chapter 7 Case was closed on July 13, 2009.

5. On July 27, 2010, BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP ("BAC Home Loans") filed a foreclosure action of the Mortgage against Debtor in state court (2010-CP-10-6060) ("Foreclosure Action").

6. On August 27, 2010, MERS executed an assignment of the Mortgage to BAC Home Loans, which was recorded on September 9, 2010 in the public records of Charleston County, South Carolina.

7. In June of 2011, Bank of America, N.A. ("Bank of America") sent a Fair Debt Collection Practices Act Notice to Debtor which indicated that Fannie Mae was "the creditor to

[3] In the Correspondence filed by Debtor on August 13, 2018, Debtor indicated that he spoke with a representative of Fannie Mae, and that he was informed that "Fannie Mae is the owner of Koola's mortgage loan[, and] Fannie Mae became the owner of Koola's mortgage loan on March 1, 2004 . . . ." Relying on these facts, Debtor has asserted in that Correspondence that Ditech withheld "information from the Court that Fannie Mae is the creditor and owner of Koola's mortgage loan and that Ditech is only a servicer of Koola's loan owned by Fannie Mae."

whom the debt is owed" and that Bank of America "only services your loan on behalf of [the] creditor . . . ."

8. On October 13, 2011, the caption in the Foreclosure Action was amended to reflect that the Plaintiff was Bank of America because BAC Home Loans and Bank of America merged, leaving Bank of America as the surviving entity.

9. On May 22, 2012, after a motion filed by the Debtor and a hearing, this Court entered an Order Granting Motion to Reopen Case in Debtor's Chapter 7 Case to permit Debtor to file amended schedules. On June 6, 2012, Debtor filed an amended schedule B indicating that he had a contingent unliquidated claim against "BAC Home Loans Servicing, LP a/k/a Bank of America f/k/a Countrywide Home Loans Servicing, LP for failure to inspect and all related claims." On November 13, 2013, the Court entered an Order Discharging Trustee and Order to Close Case.

10. On April 23, 2013, Green Tree Servicing LLC ("Green Tree") sent a letter to Debtor entitled "Notice of Assignment, Sale, or Transfer of Servicing Rights." The letter stated that "the servicing of [Debtor's] mortgage loan, that is, the right to collect payments from you, is being assigned sold or transferred from Bank of America, N.A. ("Bank of America") to Green Tree Servicing LLC ("Green Tree") effective May 1, 2013." The letter also indicated the address that Debtor is to send payments to Green Tree.

11. On May 16, 2013, Bank of America executed an assignment of the Mortgage to Green Tree, which was recorded on May 28, 2013 in the public records of Charleston County, South Carolina.

12. On June 4, 2013, MERS executed a purported assignment of the Mortgage to Green Tree, which was recorded on June 17, 2013 in the public records of Charleston, County, South Carolina.

13. On August 31, 2015, Green Tree merged with DT Holdings LLC and Ditech Mortgage Corp., with the surviving entity being Ditech.

14. Throughout this time, when not stayed, the Foreclosure Action continued to proceed. During this period, the state court's Master-in-Equity granted summary judgment to Bank of America regarding Debtor's counterclaims. Debtor appealed the judgment to the Court of Appeals of South Carolina, which affirmed the lower court's holdings. See Bank of America v. Koola, Appellate Case No. 2014-001323, 2016 WL 640530 (S.C. Ct. App. Feb. 17, 2016). In addition, Debtor removed the Foreclosure Action from the state court to the U.S. District Court for the District of South Carolina. The District Court held that the Foreclosure Action should be remanded back to state court. See Bank of America, N.A. v. Koola, 2016 WL 8672929 (D.S.C. July 29, 2016). Thereafter, Debtor appealed the District of South Carolina's opinion to the Fourth Circuit Court of Appeals, where, the Fourth Circuit dismissed Debtor's appeal. See Bank of America, N.A. v. Koola, 691 Fed. App'x 128 (4th Cir. 2017). After appealing the Fourth Circuit Court of Appeals' decision to the Supreme Court of the United States, the Supreme Court denied certiorari on February 20, 2018. See Koola v. Bank of America, N.A., 138 S.Ct. 1004 (2018) (Mem.). A Judgement of Foreclosure and Sale has not yet been entered in the Foreclosure Action.

15. On March 20, 2018, Debtor filed a *pro se* petition for relief under chapter 13 of the Bankruptcy Code, staying the Foreclosure Action.

16. In Debtor's schedule D filed on March 20, 2018, Debtor indicates that Bank of America holds a secured claim on Debtor's principal residence. Debtor also listed "Green Tree

Bankruptcy Department" and Ditech as others to be notified about his bankruptcy in Part 2 of schedule D. Further, Debtor included a supplement to Schedule D, which states:

> Countrywide Home Loans, LLC, initiated a foreclosure case against debtor in 2010. Later, Bank of America became the plaintiff. In December 2017, attorneys for Bank of America informed the State Court that: (i) in 2013, Bank of America lawfully assigned the mortgage to Green Tree Servicing LLC; (ii) at some time later DITECH Financial became the mortgage holder but without any formal assignment and recordation of the mortgage; and (iii) Bank of America continued to litigate the foreclosure case against the debtor even though it ceased to be the real party in interest.
>
> There are questions who is the real party in interest and whether statute of limitations bars any claims by plaintiff.

17. Also on March 20, 2018, Debtor filed a proposed chapter 13 plan. In Part 3.1 of the proposed chapter 13 plan, Debtor proposed "to engage in loss mitigation efforts with first mortgagee according to the applicable guidelines or procedures of the Judge assigned to this case." Debtor amended the plan on April 23, 2018, which continued to provide for loss mitigation. On July 6, 2018, Debtor filed a correspondence indicating that he intends to abandon his pursuit of loss mitigation; however, Debtor has not filed a new amended plan to change the treatment of the Debt.

18. On April 4, 2018, Ditech filed an Objection to Confirmation of Plan, in which it alleged it is a holder of a secured claim against Debtor consisting of the Note and Mortgage.

19. On April 19, 2018, Ditech filed its proof of claim ("Proof of Claim"). The Proof of Claim indicated that the creditor was Ditech Financial LLC fka Green Tree Servicing LLC and that Ditech had not acquired the claim from someone else. The Proof of Claim indicated a secured claim of $173,805.30 and an amount of $87,180.63 to cure the pre-petition default.

20. On May 7, 2018, Debtor filed the Objection to the Proof of Claim, which among other things, challenged Ditech as the proper party to file the Proof of Claim.

21. On June 8, 2018, Ditech filed an Amended Proof of Claim. It appears the Amended Proof of Claim contains the same information on Official Form 410 and Official Form 410 A as the Proof of Claim filed on April 19, 2018.

22. On June 11, 2018, Ditech filed its response to the Objection. The response states that "[Ditech] would show that its [in] possession of original note, which has been endorsed in blank, and that makes [Ditech] a real party in interest and that it has standing to proceed in this case. . . . [Ditech] intends to present the original note for the Court's inspection at the hearing."

23. Also on June 11, 2018, Debtor filed a Memorandum in Support of Objections to Creditor's Proof of Claim and Motion to Disallow the Claim. In this Memorandum, Debtor asserts Ditech has no standing to file the Proof of Claim, alleging: (1) that the Proof of Claim does not establish who is the current holder of the Note; (2) that two of the assignments of the Mortgage are forged and fraudulent documents; (3) that because Bank of America is the Plaintiff in the Foreclosure Action, if Ditech were permitted to collect on the Debt, it would subject Debtor to double collection; and (4) that Ditech should not be permitted to recover certain attorney's fees and costs listed in the Proof of Claim.

24. On June 18, 2018, in anticipation of the hearing on Debtor's Objection to the Proof of Claim, both Debtor and Ditech filed separate Statements of Dispute, which outlined the issues to be decided by the Court, the positions of the parties, the evidence and testimony to be presented, and the legal authority to be presented at the hearing. In Ditech's Statement of Dispute, Ditech indicated for the first time that it was not in possession of the Note and that the Note was in fact lost, but that it was entitled to enforce the lost Note pursuant to the South Carolina Commercial Code.

25. A hearing was held on the Objection, where both parties submitted evidentiary exhibits into the record and testimony was taken from Debtor and Nicole Gostebski, a representative and employee of Ditech. At the hearing Ditech introduced into evidence an Affidavit of Lost Note ("Lost Note Affidavit") executed by Teresa G. Harris, an Assistant Vice President of Ditech, on June 15, 2018. The Lost Note Affidavit stated that "Ditech acquired the right to enforce the Note from Bank of America, N.A., which was entitled to enforce the Note when the loss of possession occurred[,]" that "[t]he original Note has been inadvertently lost, misplaced, or destroyed, or is in the wrongful possession of an unknown person or a person who cannot be found or is not amendable to service of process[,]" and that "[t]he original Note is not in the custody and control of Ditech." The testimony of Ms. Gostebski echoed the information provided in the Lost Note Affidavit. In addition, Ms. Gostebski testified that Ditech was not aware that the Note was lost until June 15, 2018 and that it is Ditech's belief that Bank of America lost the Note. She also testified that Fannie Mae is the owner of the Debt and that Ditech is only the servicer of the Debt.

26. At the hearing on the Objection, counsel for Ditech represented that the Note was transferred to counsel for Bank of America, Korn Law Firm, in 2010 and that Korn Law Firm subsequently ceased operations, at which time all records were destroyed. It appears Ditech is asserting that Korn Law Firm lost the Note during its representation of Bank of America.

27. On July 13, 2018, Debtor filed a Motion for an Order Rescheduling the July 24, 2018 Hearing: (i) to Present Evidence that Fannie Mae is the Current Holder or Owner of Note Given by Koola to the Lender, (ii) To Review Ditech's "Affidavit of Lost Note" to Determine Its Compliance with S.C. Code. Ann. § 36-3-309 and Its Trustworthiness, and (iii) To Dismiss Ditech's Proof of Claim ("Motion to Reschedule"). In the July 13, 2018 Motion, Debtor asserts

that Fannie Mae is the owner or holder of the Note and submitted a June 2011 letter he received from Bank of America indicating that Fannie Mae is "the creditor to whom the debt is owed" in support of this assertion. In addition, Debtor submitted with the July 13, 2018 Motion, a letter drafted by Debtor to Fannie Mae dated July 11, 2013 indicating that he "understand[s] Fannie Mae currently owns my mortgage."

28. On July 19, 2018, the Court entered an Order Setting Preliminary Status Hearing on the Motion to Reschedule, noting that the motion included Debtor's request to provide further argument and evidence regarding his Objection to Ditech's Proof of Claim.

29. On July 20, 2018, Ditech filed a Memorandum in Advance of the Preliminary Status Hearing, and Debtor filed a Statement of Dispute.

30. After holding the Preliminary Status Hearing, the Court entered an Order on July 26, 2018 setting a deadline for the parties to submit briefs addressing the applicable code section of the South Carolina Commercial Code and to tender additional proposed documents pertinent to the ownership of the Note.

31. On August 6, 2018, the parties filed briefs regarding the applicable code section of the South Carolina Commercial Code. Debtor indicated in his August 6, 2018 brief that he is in default on the Mortgage Debt since November 2009, and raised additional, new arguments not previously raised in his Objection, including issues related to the statute of limitations, prior loan modification offers, and the state court's denial of his counterclaims in the Foreclosure Action. On August 13, 2018, Debtor indicated in correspondence filed with the Court that he telephoned Fannie Mae and was informed by it that it is the owner of his mortgage loan since March 1, 2004 and that Ditech is the servicer of the loan.

32. In its brief filed on August 6, 2018, Ditech indicated that Fannie Mae is the owner of the Note, referencing the website providing the Fannie Mae Servicing Guides, which governs the relationship between Fannie Mae and its servicers. The March 14, 2018 Servicing Guide provides that "Fannie Mae is at all times the owner of the mortgage note, whether the mortgage loan is in Fannie Mae's portfolio or part of the MBS pool." See § A2-1-04 Fannie Mae Single Family Servicing Guide (Mar. 14, 2018) *available at* https://www.fanniemae.com/content/guide/svc031418.pdf (hereinafter "2018 FNMA Servicing Guide").[4] Further, Debtor has maintained that Fannie Mae is the proper creditor in this proceeding and has asserted that "Fannie Mae is the owner or holder of the Note . . . ."[5] Therefore, the Court finds Fannie Mae is the owner of the Note.

33. In addition, it does not appear the parties dispute that the Debt represented by the Proof of Claim exists or that Fannie Mae has been and is the owner of the Debt. Therefore, the parties do not dispute that Fannie Mae is the ultimate beneficiary of the collection of the Debt.

CONCLUSIONS OF LAW

In his *pro se* Objection to the Proof of Claim,[6] Debtor does not dispute that he owes the Debt or that the Mortgage encumbers his Principal Residence. Debtor has stated on the record that he wants to identify and treat the correct creditor for the Debt in his bankruptcy case.

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[4] This appears to have been Fannie Mae's requirement since at least May 23, 2008. See § 202.07.01 Fannie Mae Single Family 2011 Servicing Guide (June 10, 2011) available at https://www.fanniemae.com/content/guide/svc061011.pdf. (indicating that "Fannie Mae is at all times the owner of the mortgage note, whether the mortgage loan is in Fannie Mae's portfolio or part of the MBS pool[,]" and noting that this provision became effective on May 23, 2008).

It appears Fannie Mae gives temporary possession of the note to a servicer to assist with representing Fannie Mae's interest in litigation, including foreclosure and bankruptcy cases, by providing the servicer with "holder" status of the note. See § A2-1-04 2018 Fannie Mae Servicing Guide.

[5] Specifically, Debtor titled his arguments in his July 13, 2018 Motion as the following: "Since July 1, 2011, Fannie Mae is the owner or holder of the Note given by Koola to Countrywide."

[6] Because debtor is acting *pro se* in this matter, the Court liberally construes Debtor's pleadings. See Haines v. Kerner, 404 U.S. 519, 520–21 (1972) (per curiam) (noting that "[the] allegations such as those asserted by [the pro

Debtor's Objection predominately centers on who has the standing to file the Proof of Claim against him, and only disputes minor amounts reflected in the claim. It does not appear that there is a dispute as to who is the owner of the Debt as both parties allege that Fannie Mae is the owner and the ultimate beneficiary of the collection of the Debt. However, there is a dispute as to whether Ditech is the proper party to file the Proof of Claim for the Debt in this bankruptcy case.

Burden of Proof

Fed. R. Bankr. P. 3001(f) provides that a claim filed in accordance with Fed. R. Bankr. P. 3001 shall have *prima facie* evidence of validity and amount. If a claim has been filed properly, the party objecting to the claim would have the initial burden of overcoming the claim's *prima facie* evidence. If that burden is overcome, the burden shifts to claimant to demonstrate the validity and amount of the claim.

Debtor has raised several issues regarding whether Ditech's Proof of Claim was filed in accordance with Fed. R. Bankr. P. 3001, including whether the appropriate attachments were filed with the Proof of Claim,[7] whether the official proof of claim form was properly completed,[8] and whether Jason A. Contrill and Mary D. Vitartas of Bonial & Associates, P.C. were authorized agents of Ditech to file the Proof of Claim on its behalf.[9]

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se litigant], however inartfully pleaded, are sufficient to call for the opportunity to offer supporting evidence" and holding that a pro se complaint is held to less stringent standard than formal pleadings filed by attorneys).

[7] Specifically, Debtor noted that the assignment from MERS to BAC Home Loans was not attached to either the originally filed or amended proof of claim.

[8] Debtor asserted that Ditech did not properly complete the Official Form 410 because it did not indicate that it had acquired the claim from someone else.

[9] Debtor alleged that the power of attorney indicating that Mr. Contrill and Ms. Vitartas were agents of Ditech were not attached. To resolve this issue, the Court notes that a prior version of the official proof of claim form required a creditor's agent to attach a power of attorney to the proof of claim; however, this requirement was removed from the official form as part of the 2012 amendments to the official forms and is not a requirement of the current version of the form (Official Form 410). See In re Rehman, 479 B.R. 238, 244 n.10 (Bankr. D. Mass. 2012).

However, it is not necessary for the Court to determine whether Ditech's Proof of Claim was properly filed under Fed. R. Bankr. P. 3001 because it is apparent that Debtor has overcome any *prima facie* presumption (if such is applicable) the Proof of Claim may have through his challenges to Ditech's standing. Therefore, the burden is on Ditech to establish its claim.

Debtor's Prior Bankruptcy Discharge

While both parties' arguments center on whether Ditech is entitled to enforce the Note under the South Carolina Commercial Code, neither party has addressed the effect of Debtor's prior discharge from his 2009 chapter 7 bankruptcy on the enforcement of the Note. In the Chapter 7 Case, Countrywide Home Loans was listed as the holder of the Debt and provided notice of the proceedings. After a determination of no assets, the Court entered an Order Discharging Debtor pursuant to 11 U.S.C. § 727. Section 727(b) of the Bankruptcy Code provides that the discharge "discharges the debtor from all debts that arose before the date of the order for relief under [chapter7 of the Bankruptcy Code]." However, while a debtor may be discharged from any personal obligation arising under a debt, any lien surviving the bankruptcy case may remain enforceable against the discharged debtor's property after the bankruptcy.

In the present matter, Debtor has filed what is commonly referred to as a "chapter 20" bankruptcy filing in which a debtor files a chapter 13 bankruptcy to address debts and liens after receiving a discharge in a prior chapter 7 bankruptcy case. In Johnson v. Home State Bank, 501 U.S. 78, 111 S.Ct. 2150 (1991), the Supreme Court of the United States has elaborated on the effect of a chapter 7 discharge on a secured claim addressed in a subsequent chapter 13 reorganization plan. In Johnson, the Supreme Court indicated that the chapter 7 discharge "extinguishes only one mode of enforcing a claim—namely, an action against the debt *in personam*—while leaving intact another—namely an action against the debtor *in rem*." Id. at 84,

111 S.Ct. at 2154. Therefore, a chapter 7 bankruptcy discharge, without more, does not eliminate a creditor's right to foreclose on a valid mortgage lien. Id. at 82, 111 S.Ct. at 2153. The Supreme Court went on to hold that the creditor's *in rem* rights to enforce the mortgage by foreclosure was a claim under 11 U.S.C. § 502(b) against property of the debtor's estate and may be treated in a subsequent chapter 13 plan.

Under the South Carolina Commercial Code,[10] a defense to the right to enforce a negotiable instrument is the "discharge of the obligor in insolvency proceedings."[11] S.C. Code Ann. § 36-3-305 (2018).[12] In this case, it appears that the *in personam* liability under the Note was discharged and enjoined under 11 U.S.C. § 524(b). Therefore, because Debtor was the only obligor, the Note is unenforceable as a remedy for collection against Debtor due to his prior chapter 7 discharge. Nevertheless, Debtor's residence remains subject to the collection of the Debt through foreclosure of any surviving lien.

The Supreme Court of South Carolina has also recognized this reasoning and has stated that "[a] note and mortgage are both securities for the payment of the debt. They are separate and distinct. Nor is a note essential to the validity of the mortgage." Ballou v. Young, 42 S.C. 170, 20 S.E. 84, 86 (1894). As put by that Court: "[T]he debt itself is something different from either the note or mortgage, which are both mere securities for and evidences of the debt, and as a consequence, the loss of the right to enforce one does not necessarily take away the right to enforce

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[10] The Mortgage provides that it shall be governed by federal law and the law of the jurisdiction in which the Principal Residence is located. As the Principal Residence is in South Carolina, South Carolina law would govern the Mortgage. The Note does not address the governing law; however, it appears South Carolina law governs the Note as well.

[11] A promissory note that evidences a debt secured by a mortgage is considered a negotiable instrument and subject to article three of the South Carolina Commercial Code. See Swindler v. Swindler, 355 S.C. 245, 249–50, 584 S.E.2d 438, 440–41 (S.C. Ct. App. 2003).

[12] It appears a similar result would be reached under the prior version of the South Carolina Commercial Code. See S.C. Code Ann. § 36-3-305(2)(d) (2003) (noting that a holder in due course would be subject to the defense of a discharge in insolvency proceedings).

the other." Id.; see also McCaughrin & Co. v. Williams, 15 S.C. 505 (1881) ("A deed of trust or mortgage is valid without any note or bond, although it purports to secure a note or bond and substantially describes it. The mortgage debt exists independently of the note. The inquiry is: Does the debt exist? If it does, it is not essential that there should be any evidence of it beyond what is furnished by the recital of the deed. The validity of a mortgage does not depend upon the description of the debt contained in the deed, nor upon the form of the indebtedness, whether it be by note or bond or otherwise; it depends rather upon the existence of the debt it is given to secure. . . ."); Platt v. Carroll, 125 S.C. 493, 119 S.E. 180 (1923) ("The bond is not the debt, nor is the mortgage the debt; the debt is borrowed money; the bond and the mortgage are simply separate securities for the same debt, and the creditor may pursue either security that his interest may dictate."). This precedent was recently reiterated by the Court of Appeals for South Carolina in Bank of America, N.A. v. Draper. See Bank of America, N.A. v. Draper, 405 S.C. 214, 220–21 746 S.E.2d 478, 481 (Ct. App. 2013) ("A mortgage and note are separate securities for the same debt . . . ."). Under this line of reasoning, the South Carolina Supreme Court has held that a mortgage may be enforced even when the note has been determined to be void or otherwise unenforceable. See Plyler v. Elliott, 19 S.C. 257 (1883) (permitting foreclosure of the mortgage when the note was void due to an improper alteration); see also Nichols v. Briggs, 18 S.C. 473 (1883) (holding that a mortgage could be enforced when the enforcement of the note was barred due to the statute of limitations).[13] In other words, under South Carolina law, the debt owed is

[13] The Court notes that while these opinions of the Supreme Court of South Carolina are older, these opinions remain applicable law under South Carolina and are still cited favorably by the South Carolina Supreme Court. See Lever v. Lighting Galleries, Inc., 374 S.C. 30, 647 S.E.2d 214 (2007) (relying on Nichols v Briggs and Platt v. Carroll to determine that a creditor may foreclose a mortgage after a judgment resulting from a related suit on note became stale); see also South Bay Properties, LLC, v. Bayside Property, Inc. (In re South Bay Properties, LLC), C/A no. 10-04922-8-SWH; Adv. Pro. No. 10-00236-8-SWH, slip op., 2011 WL 5902574 at p. *6 (Bankr. E.D.N.C. June 15, 2011) (describing the case law on mortgages in South Carolina in the following manner: "[o]ld and dusty as these cases may be, this court has found no more recent precedent to contradict them, and they appear to have established a lasting legal footprint").

separate from the note and mortgage, and, in circumstances where an unsatisfied note has become unenforceable, the mortgage may stand on its own as evidence and security to enforce the debt.

Despite the chapter 7 discharge, the Debt would nevertheless remain enforceable through the foreclosure of the Mortgage. See Ducker v. Standard Supply Co., Inc., 280 S.C. 157, 159, 311 S.E.2d 728, 730 (1984) ("A discharge of the personal liability of a debt or judgment does not affect the lien securing that debt or judgment."). In this case, the parties agree the Debt which originated with the Note and Mortgage on February 20, 2004 still exists and that Fannie Mae is the ultimate beneficiary of the collection of that Debt. Therefore, to determine the proper party with standing to file the Proof of Claim in this case, the Court must determine who has standing to prosecute an *in rem* foreclosure action of the Mortgage under South Carolina law.

South Carolina Foreclosure Law

The Court of Appeals of South Carolina's recently addressed foreclosure law and procedure in South Carolina as it relates to servicers of a mortgage loan in Bank of America, N.A. v. Draper, 405 S.C. 214, 746 S.E.2d 478 (Ct. App. 2013). In Draper, the Court of Appeals of South Carolina determined that a servicer of a loan, who is not the owner of the loan, has standing to initiate a foreclosure "by virtue of its pecuniary interest in collecting payments under the terms of the note and mortgage." Id. at 222, 746 S.E.2d at 482.

Ditech asserts that under the holding of Draper, it must only demonstrate that it is a servicer to establish its standing to file the Proof of Claim in Debtor's bankruptcy case. However, central to the holding in Draper is the underlying right of the servicer to collect payments on behalf of the beneficial owner of the debt. Simply asserting that you are a servicer does not demonstrate that the servicer or alleged beneficial party has the right to collect the debt. Therefore, the Court does not interpret Draper to eliminate the requirement of a plaintiff in a foreclosure action to

demonstrate that it or the party on whose part it is acting has the right to collect or otherwise enforce the debt.

As indicated in Draper, the following elements are necessary to bring a foreclosure action in South Carolina:

> "Generally the party seeking foreclosure has the burden of establishing the existence of the debt and the mortgagor's default on that debt. Once the debt and default have been established, the mortgagor has the burden of establishing a defense to foreclosure such as lack of consideration, payment or accord and satisfaction."

Id. at 220–21, 746 S.E.2d at 481 (quoting U.S. Bank Trust Nat'l Ass'n v. Bell, 385 S.C. 364, 374, 684 S.E.2d 199, 204 (Ct. App. 2009)). In this case, the parties do not dispute that the Debt exists, that Debtor has defaulted on the Debt,[14] and that Fannie Mae is the beneficiary of the collection of the Debt.

Therefore, the key inquiry for the Court is whether Ditech has a right to collect the Debt.

Transfers from Bank of America to Green Tree

Based on the uncontradicted record, it appears that prior to 2013, Bank of America acted as the servicer for Fannie Mae, and was entitled to enforce the Debt. Specifically, Bank of America was the holder of the Mortgage due to the 2010 assignment from MERS to BAC Home Loans, as well as the holder of the discharged Note; which was subsequently lost by Bank of America's litigation counsel. As the holder of the Note when it was lost, and the holder of the Mortgage as well as the servicer for Fannie Mae, Bank of America had the right to collect the Debt from Debtor; however, the right to collect *in personam* from Debtor was discharged as part of the prior chapter 7 bankruptcy case.

[14] Debtor indicated in his pleadings that he has been in default on the debt since November 2009.

As part of the 2013 servicer transfer between Bank of America and Ditech's predecessor, Green Tree, it appears that Bank of America transferred its rights to the Debt and Mortgage to Green Tree.

First, Bank of America transferred the Mortgage to Green Tree by an assignment dated May 16, 2013.[15] The May 16, 2013 mortgage assignment states that Bank of America "does hereby grant sell assign transfer and convey unto Green Tree . . . all beneficial interest under that certain Mortgage described below **together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage**." (emphasis added). The mortgage assignment would appear to create a clear indication that the parties intended to transfer not only the Mortgage, but also the related right to collect the underlying Debt. Second, the record reflects that Bank of America assigned, sold or transferred the right to collect payments on the Debt to Green Tree as stated in the Servicer Transfer Letter sent to Debtor on April 23, 2013. Further evidence of Bank of America's intent to transfer of the right to collect the Debt is demonstrated by the testimony of Ms. Gostebski and the Lost Note Affidavit filed by Ditech, which both stated that Bank of America transferred the right to enforce the Lost Note to Ditech. Ms. Gostebski also testified at the June 21, 2018 hearing that Ditech is the present servicer of the Debt on behalf of its owner, Fannie Mae.

For the foregoing reasons and based on the record, including but not limited to the Mortgage assignment from Bank of America to Green Tree, the Lost Note Affidavit, and the testimony presented at hearing, the Court finds there was a transfer of the right to collect the underlying Debt on behalf of Fannie Mae from Bank of America to Ditech. Further, Ditech, by

[15] While there was an additional mortgage assignment executed on June 4, 2013, which purported to assign the Mortgage from MERS to Green Tree, that assignment appears to be ineffective as MERS had previously transferred and assigned its rights in the Mortgage to BAC Home Loans by the August 27, 2010 assignment of the Mortgage.

testimony of its agent indicated that it is acting on behalf of the owner of the Debt, Fannie Mae, to collect the payments on the Debt. Ditech is, by assignment, the holder of the Mortgage, as the security for the Debt that remains enforceable. The Court finds Ditech, as servicer, is a party with the rights to collect the Debt on behalf of Fannie Mae. For all of these reasons, the Court finds according to the elements set forth in Draper, Ditech has standing, as the servicer of the Debt on behalf of Fannie Mae, to file the Proof of Claim in this case.

In making this conclusion, the Court notes Debtor's concerns regarding the possibility of "double collection" of the same debt due to the Note being lost and past inconsistent statements made about Ditech's possession of the Note indorsed in blank.[16] However, the Note is no longer enforceable against Debtor personally. Further, the present matter is not a situation where multiple parties are alleging to be the creditor for the same debt. Ditech is the only party that has filed a Proof of Claim on the Debt, a debt that Debtor readily admits to owing. Neither Bank of America or Fannie Mae has filed a claim in addition to Ditech's Proof of Claim. Both Debtor and Ditech agree that Fannie Mae is the owner of the Debt, and therefore, would be the ultimate beneficiary of any payments made on the Debt. Therefore, while the Court finds Ditech is a proper party to file the Proof of Claim for the Mortgage Debt, as an additional measure, the Court hereby orders that Ditech administer any funds collected on the Debt during this case in trust for or for the benefit of Fannie Mae,[17] the owner of the Debt, and requires it to ensure that all payments on the Debt are

[16] Debtor also asserts that Ditech deliberately misrepresented in the Proof of Claim that it was the servicer of the Debt on behalf of Fannie Mae. While some of the confusion in this matter would have been avoided if Ditech had expressly indicated in the Proof of Claim that it was acting as the servicer on behalf of Fannie Mae, it would appear that Ditech has standing to foreclose the Mortgage under Draper, and would be permitted to file a claim. Further, Ditech indicated at the hearing, through its representative's testimony, that it was the servicer of the Debt on behalf of Fannie Mae. Nonetheless, to clarify the record, the Court is ordering Ditech to amend its claim or make other appropriately written filings to indicate that it is acting as servicer for Fannie Mae in this case.

[17] To the extent the Debt is sold to another party, Ditech or any subsequent servicer shall hold the funds in trust for or for the benefit of the owner of the Debt.

properly credited by both Ditech and the owner of the Debt against the Debt that is secured by Debtor's residence. To clarify the record, the Court also orders Ditech or any successor servicer to amend the Proof of Claim or make other appropriate written filings to indicate that it is acting as servicer for Fannie Mae or any successor owner of the Debt in this case.

Enforcement of the Lost Note

It does not appear that the published South Carolina case law has directly addressed a circumstance similar to the facts of the present matter where: (1) the personal liability on the note has been discharged as a result of a prior bankruptcy, (2) the note was lost by a servicer, who was acting on behalf of the owner of the note, and (3) the servicing of the debt was transferred to a new servicer after the note was lost. While the South Carolina case law relied upon by this Court in this Order, despite being older, appears to be good law, the Court will also review the enforcement of the lost Note under the South Carolina Commercial Code to the extent it is implicated in this matter.

Because the Note is lost, the Court must review the lost note statute under the South Carolina Commercial Code. Debtor asserts that S.C. Code Ann. § 36-3-804, the lost note statute in effect when the Note was originated, is applicable to this matter.[18]

Section 36-3-804 of the South Carolina Code provides that "the owner of an instrument which is lost, whether by destruction, theft or otherwise, may maintain an action in his own name

[18] Subsequently, the South Carolina Legislature adopted a revised version of Article 3 of the South Carolina Commercial Code in July of 2008, which included S.C. Code Ann. § 36-3-309 and replaced § 36-3-804. However, the July 2008 Act adopting the amendments indicated that "[a] transaction occurring before the effective date [July 1, 2008] of this act and the rights, obligations, and interests flowing from that transaction are governed by any statute or other law amended or repealed by this act as if repeal or amendment had not occurred and may be terminated, completed, consummated, or enforced under that statute or other law." "Transaction" is not defined in the South Carolina Commercial Code, and it does not appear South Carolina case law has directly addressed what constitutes a "transaction" as intended by the South Carolina Legislature. For the purposes of this Order, the Court adopts the view of Debtor that S.C. Code Ann. § 36-3-804 is applicable to this matter.

and recover from any party liable upon due proof of his ownership, the facts which prevent his production of the instrument and its terms."[19]

In applying the requirements of that statute, the Court finds that Fannie Mae is the owner of the Debt, including ownership of the subject Note at the time of the hearing and at the time the proof of claim was filed by Ditech, its servicer. The Court also received credible and undisputed testimony that the original Note was lost when it was in the possession of the prior servicer, Bank of America, specifically, when it was in the possession of its foreclosure counsel, Korn Law Firm. After Korn Law Firm suddenly ceased operations, the original note could no longer be located. Exact copies of the original note, which included its terms, were submitted into evidence by both parties. Therefore, it would appear that Fannie Mae, as owner at the time of the hearing, would be a proper party to maintain an action to collect the lost Note according to § 36-3-804.

While § 36-3-804 requires the action to collect on a lost note be brought in the name of the owner, South Carolina law also recognizes a servicer's standing to bring an action on behalf of the owner of a debt. This Court has repeatedly held that a servicer may file a proof of claim on behalf of the owner of the debt and the Court of Appeals for South Carolina has held that a servicer has standing to pursue a foreclosure action. See, e.g., In re McFadden, 471 B.R. 136, 176 (Bankr. D.S.C. 2012) ("A servicer is a real party in interest and has standing to move for relief from stay

[19] "Owner" is not defined under the prior version of Article 3 of the South Carolina Commercial Code. That version of the South Carolina Commercial Code permitted parties other than the owner of the note to be the holder of the note for collection and enforcement of the note. *See* S.C. Code Ann. § 36-3-301 (2004) ("The holder of an instrument **whether or not he is the owner** may transfer or negotiate it and discharge it or enforce payment in his own name." (emphasis added)). However, under the plain reading of § 36-3-804, it is clear that the party to collect on and enforce the note after it is lost is the "owner" and not the holder of the note when it was lost. In the present matter, considering the servicing relationship between Bank of America and Fannie Mae, it would appear that Fannie Mae, as owner of the debt, was the owner of the note when it was lost, and that Bank of America was only the holder of the note for purposes of servicing the debt. Based on this determination, it would appear that while Bank of America was entitled to enforce the note as the holder prior to it becoming lost, Fannie Mae, as the owner of the note/instrument, became the party to enforce it under S.C. Code Ann. § 36-3-804 when the note was lost.

and to file proofs of claim on the owner's behalf."); Draper, 405 S.C. at 223, 746 S.E.2d at 482 ("[T]he master [in equity] correctly found the Bank [as servicer of the debt] had standing to foreclose on the mortgage.").The credible evidence before the Court established that Ditech, in asserting the proof of claim, was acting for Fannie Mae as its servicer. Further, the Court has ordered that Ditech or any successor servicer amend the claim or file other pleadings to reflect that it is acting in a representative capacity for Fannie Mae or successor owner of the Debt. [20] Therefore, because Ditech was acting on behalf of the owner, Fannie Mae, as its servicer, the Court finds the requirements of § 36-3-804 to be satisfied, and Ditech as servicer for Fannie Mae would have standing to enforce the lost Note.

Debtor's Other Arguments for Disallowance of the Claim

Debtor also raised several other arguments that the Proof of Claim should be disallowed or the Court should grant other relief. The Court will briefly address each of these arguments.[21]

Statute of Limitations

Debtor alleges that any claim based on the Mortgage Debt is barred by the statute of limitations under South Carolina law. Specifically, Debtor asserts that he has been in default on the Mortgage Debt since November 2009 and that any action for the default would accrue against him as of the date Ditech began servicing the Debt in April 2013. It appears Debtor is arguing that

[20] The Court notes that any argument that Ditech lacks standing because the proof of claim was not initially filed in the name of "Ditech as servicer for Fannie Mae" would place form over substance. The goals of these proceedings as indicated by Debtor is to ascertain the correct mortgage creditor; which through this proceeding has been determined to be Ditech as servicer for the owner of the Debt, Fannie Mae. Amendments to a proof of claim should be freely allowed for corrections of misdescriptions and minor inaccuracies in a statement of substantially the same claim. See In re Lanman, 24 B.R. 741 (Bankr. N.D. Ill. 1982). Further, to disallow the claim on such grounds would be detrimental to the administration of Debtor's bankruptcy case as the treatment and cure of the default on his Debt (through loss mitigation/mortgage modification) is a central purpose of the case.

[21] In addition, Debtor in post-hearing correspondence filed on August 13, 2018, 53 days after the evidentiary hearing on the Objection, sought production of additional information related to Ditech's standing as servicer of the Debt. In light of the Court's ruling, these late requests are moot.

the three-year statute of limitations for contracts under S.C. Code Ann. § 15-3-530 applies. However, because the Debt is secured by the Mortgage, the Court finds the twenty-year statute of limitations under South Carolina law applies. See S.C. Code Ann. § 15-3-520 ("Within twenty years: (a) an action upon a bond or other contract secured by a mortgage of real property . . . ."). Therefore, as the default of the Debt occurred less than twenty years prior to the filing of Debtor's present bankruptcy case, the Court finds that the Proof of Claim is not barred by the statute of limitations.

Failure to Produce the Original Note

Debtor also seeks the disallowance of the Proof of Claim because Ditech failed to produce the original Note. While the production of the original note is one means of establishing standing, neither Debtor not the Court has identified authorities holding that this is a requirement to establish standing under South Carolina law. Further, the facts in this matter indicate that the Note is lost and cannot be produced, but copies of the Note were submitted into evidence by both Ditech and Debtor. Importantly, the Court has already concluded that Ditech is entitled to collect the Debt, through the Mortgage on behalf of Fannie Mae. Therefore, the Proof of Claim should not be disallowed based on Ditech's inability to produce the original Note.

Validity of Mortgage Assignments

Debtor also challenged the validity of the assignments of the Mortgage. Specifically, Debtor points to the fact that the 2010 assignment from MERS to BAC Home Loans was executed by BAC Home Loans' litigation counsel in its role as an Assistant Secretary of MERS. Debtor believes this is a fraudulent practice. Further, Debtor challenges the 2013 assignment from Bank of America to Green Tree because the assignment states that the original lender was MERS as

nominee for Countrywide Home Loans, Inc. Debtor asserts that Countrywide Home Loans, Inc. was the original lender.

However, this Court has found that a mortgagor, such as Debtor, does not have standing to question the validity of a mortgage assignment because the assignment of the mortgage is a separate contract to which the mortgagor is not a party. See Guy v. Carrington Mortgage Servs. (In re Guy), 552 B.R. 89, 99 (Bankr. D.S.C. 2016); In re McFadden, 471 B.R. 136, 161–62 (Bankr. D.S.C. 2012) (Duncan, J.); Montgomery v. Bank of America, 740 S.E.2d 434 (Ga. Ct. App. 2013)

Nevertheless, even if Debtor had standing to challenge the Mortgage assignments, the Court finds the Debtor's contentions lack merit. In regards to the assignment from MERS to BAC Home Loans, the mere fact that BAC Home Loans' litigation counsel executed the assignment on behalf of MERS does not demonstrate that the assignment was fraudulent. The Court has not identified any authority that precludes an individual from being simultaneously an employee or agent of one entity and an agent of another. In addition, the execution of assignments in this fashion appears to have been the customary practice of MERS. See Jackson v. Mortg. Electronic Registration Sys., Inc., 770 N.W.2d 487 (Minn. 2009) ("MERS instructs its members to have someone on their own staff become a certified MERS officer with authority to sign on behalf of MERS.").

Debtor provided no additional authority or evidence to support the allegation that BAC Home Loans' litigation counsel did not have authority to execute the assignment or was otherwise impersonating as or misrepresenting an Assistant Secretary of MERS. In fact, Debtor's Objection pleads that: "In 2010, Mortgage Electronic Registration Systems, Inc., ("MERS"), as the nominee of Countrywide assigned the mortgage to Bank of America. Countrywide also indorsed the original note in blank to Bank of America as a bearer instrument . . . . As the holder of the note and

mortgage, Bank of America continued the foreclosure case since 2010 against the debtor as the real party in interest." Debtor also indicates in his Memorandum filed on June 11, 2018 that the assignment from MERS to BAC Home Loans "appears to be a genuine assignment."

Therefore, the Court finds that the fact that the assignment was executed by an individual who also served as litigation counsel in the Foreclosure Action alone is not sufficient grounds to find that the assignment was fraudulent. See Pliego v. Federal Nat'l Mortg. Ass'n, C/A No. 13-2116 (JRT/JJK), slip op., 2014 WL 714477 at *1 n.2 (D. Minn. Feb. 25, 2014) ("[T]he fact that Wilford was an employee of Wilford & Geske[, foreclosure counsel for the creditor,] when he executed the assignment on behalf of MERS is perfectly consistent with this practice and does not establish a plausible basis for a claim that Wilford lacked authority to execute the assignment on behalf of MERS."); Stilp v. HSBC Bank USA, N.A., Civ. No. 12–3098 (ADM/JJK), 2013 WL 1175025, at *4 (D.Minn. Mar. 20, 2013), aff'd, 2013 WL 5340399, at *3 (8th Cir. Sept. 25, 2013) ("Plaintiffs plead upon information and belief that all individuals executing assignments of mortgage and power of attorney lack legal authority to do so. Plaintiffs believe the individuals executing assignments and POAs are employed by organizations other than the ones on whose behalf they have signed.... Even if the individuals do work for other organizations, it does not mean that they could not also work for or be hired as agents on behalf of different clients. Absent even an iota of evidence of fraud, these are conclusory allegations which do not state a claim for which relief may be granted."). Debtor has not demonstrated that the 2010 assignment from MERS to BAC Home Loans is fraudulent.

As to the assignment from Bank of America to Green Tree, Debtor asserts that the assignment is fraudulent because it states that the "Original Lender" is MERS, as nominee for Countrywide Home Loans, Inc. Under the Note and Mortgage, the Lender is listed as Countrywide

Home Loans, Inc., while MERS, as nominee for Countrywide Home Loans, Inc. is listed as the Mortgagee. Debtor contends that this discrepancy shows the assignment is fraudulent.

However, the Court finds that the assignment correctly lists the original borrower and mortgagor, the date of the Mortgage, the Original amount of the Debt, and the recording information of the Mortgage, including the book and page number and date of the recording of the Mortgage. In addition, the assignment includes the address of both Bank of America and Green Tree.

Section 30-7-50 of the South Carolina Code lists the required information for an assignment of a mortgage: "Assignment of mortgage forms shall include the name of the mortgagor and the name and address of the mortgagee and the book, page and date of recording of the original mortgage, and may include a toll free number for the assignee if such a number is available." The assignment from Bank of America to Green Tree includes all of the required information under S.C. Code Ann. § 30-7-50 to be a valid assignment.

Considering the entirety of the document, it appears the discrepancy raised by Debtor is a scrivener's error that would not affect the validity of the assignment as a reasonable person would be able to identify the mortgage being transferred by the information included in the assignment. Debtor has provided no additional evidence or authority to support his assertion that the assignment is fraudulent. Therefore, the Court does not find that the assignment is fraudulent or otherwise invalid based on the evidence presented.

Plaintiff in the Foreclosure Action

Debtor also asserts that Ditech does not have standing to file the Proof of Claim because Bank of America remains the plaintiff in the Foreclosure Action. In response, counsel for Ditech indicated that due to the Debtor's appeals in the Foreclosure Action and the requirements of the

automatic stay in Debtor's bankruptcy cases, Ditech has not been able to substitute itself as the plaintiff in the action. This position is supported by evidence submitted by Debtor. Specifically, Debtor submitted a copy of an Affidavit of Verified Statement of Account executed by Krista Leonard, a representative of Ditech on July 25, 2017, which was produced in the Foreclosure Action.[22] The affidavit indicates that Ditech is the "intended substitute plaintiff of BAC Home Loans" in the Foreclosure Action. Further, it appears under Rule 25(c) of the South Carolina Rules of Civil Procedure that when a transfer of interest occurs after an action has commenced, the action may be continued in the name of the original party. Therefore, the Court finds that the fact that Bank of America remains the plaintiff in the state Foreclosure Action at this time is insufficient as grounds to disallow Ditech's Proof of Claim.

Failure to Offer Reasonable Loan Modification

As part of his post-hearing Brief filed on August 6, 2018, Debtor also asserted that Bank of America, as the prior servicer of the Debt, failed to offer him a reasonable loan modification after he completed a trial period plan offered by it to him in 2009. Debtor requests the Court order "the successor-creditor of Bank of America to offer [Debtor] an affordable loan modification."[23]

To the extent Debtor seeks to enforce some prior loan modification offer, it appears he is seeking an affirmative equitable remedy described in Fed. R. Bankr. P. 7001(7). Therefore,

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[22] Debtor asserted that Krista Leonard committed a fraud on the state court because she also signed a Consent Order Granting Substitution of Attorney in the Foreclosure Action on behalf of the plaintiff, Bank of America. Beyond his mere allegations that Ms. Leonard was impersonating an employee of Bank of America, Debtor did not provide any further evidence to support this allegation or to otherwise show that Ms. Leonard lacked the authority to consent on behalf of the plaintiff in the Consent Order. Without any additional evidence or authority, the Court does not find that either the Affidavit of Verified Statement of Account or the Consent Order Granting Substitution of Attorney are fraudulent.

[23] It appears Debtor is attempting to assert a claim similar to that raised in Wigod v. Wells Fargo Bank, N.A., 673 F.3d 547 (7th Cir. 2012). In Wigod, the Seventh Circuit Court of Appeals permitted a mortgagor to bring a state law breach of contract action against the servicer of a mortgage loan on the grounds that the servicer breached the trial period payment agreement when it failed to offer a permanent loan modification to the mortgagor after she completed the payments under the trial period payment agreement.

Debtor's request for relief would not be permitted in the context of a claim objection under Fed. R. Bankr. P. 3007(b). See Fed. R. Bankr. P. 3007(b) ("A party in interest shall not include a demand for relief of a kind specified in Rule 7001 in an objection to the allowance of a claim.")

Further, while raised in a brief, Debtor did not raise his request for affirmative relief in his originally filed Objection or other pleadings; and therefore there are concerns of adequate notice and proper due process. Therefore, Debtor's request for affirmative relief, if any, should be made in the filing of a separate adversary proceeding against Ditech.

In addition, it appears that Debtor's proposed chapter 13 plan currently seeks a loan modification from the current holder of the Mortgage. To the extent Debtor seeks a new consideration of loss mitigation/mortgage modification in his chapter 13 plan, it should be considered at the confirmation hearing. Therefore, any request for loss mitigation/mortgage modification as a defense to the Proof of Claim is denied.

State Court Counterclaims

Debtor also asserts as part of his post-hearing Brief filed on August 7, 2018 that the Court should reconsider the state court Master in Equity's grant of summary judgment in favor of Bank of America as to counterclaims Debtor raised in that action. The Court of Appeals of South Carolina upheld the Master in Equity's grant of summary judgment. Specifically, Debtor asserts the Court should award him damages based on his counterclaim regarding Bank of America's alleged failure to comply with the "FIRREA Federal Appraisal Regulations."

However, this Court does not have authority to reconsider the orders of the Court of Appeals and Master in Equity under the *Rooker-Feldman* doctrine and *res judicata*. "The following requirements must be met for the *Rooker-Feldman* doctrine to apply: (1) the federal plaintiff lost in state court; (2) the plaintiff complains of injuries caused by the state-court

judgments; (3) those judgments were rendered before the federal suit was filed; and (4) the plaintiff is inviting the district court to review and reject the state-court judgments." Anderson v. Cordell (In re Infinity Business Group, Inc.), 497 B.R. 495, 500 (Bankr. D.S.C. 2013). In the present matter, these elements are met; therefore, the Court finds Debtor's request for relief based on his Foreclosure Action counterclaim is precluded by the *Rooker-Feldman* doctrine and denied. In addition, the elements of *res judicata* are also met in this matter as to Debtor's counterclaims from the Foreclosure Action.[24]

Amount of the Claim

Because Ditech, as the servicer for Fannie Mae, has a valid claim against Debtor for the collection of the Debt and Mortgage, the Court must also determine the amount of Ditech's claim under § 502(b).

During her testimony, Ms. Gostebski, testified that the payment history attached to Ditech's Proof of Claim is an accurate description of the amounts owed on the Debt, and Ditech submitted the Proof of Claim into evidence.

Debtor does not dispute that he owes the Debt. In fact, Debtor admits that he has been in default on payments for the Debt since November 2009. In addition, Debtor has scheduled the Debt in schedule D in this case in the amount of $180,686.00. However, Debtor disputes the inspection fees and attorney's fees and costs included in Ditech's Proof of Claim.

Ditech's Proof of Claim includes $3,080.52 of fees and costs outstanding, which is based on the payment history attached to the Proof of Claim. These fees and costs consist of $2,105.00

[24] Debtor argues that the basis for the state court's grant of summary judgment against him on the counterclaims was incorrect because he subsequently amended his schedules in the Chapter 7 Case to list those claims. However, the state court's judgment is still valid, binding, and final. This Court is neither in the position nor has the authority to reconsider the state court's judgment at this time, and it appears this issue must be more appropriately raised before the state court to reconsider its prior judgment on the counterclaims.

in foreclosure attorney's fees, $75.00 from court filing costs, $225.00 in inspection fees and $675.52 in late fees. Debtor asserts that the foreclosure attorney's fees and costs are not recoverable by Ditech because it did not prosecute the state court Foreclosure Action, rather Bank of America is the plaintiff in that action.

In examining these issues, it appears that the Mortgage provides for the recovery of fees and costs associated with the protection of the creditor's interest, including legal fees and expenses. Section 9 of the Mortgage specifically provides that:

> **9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) [Debtor] fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument, or to enforce laws or regulations) or (c) [Debtor] has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sum secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorney's fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. . . .
>
> Any amounts disbursed by Lender under this Section 9 shall become additional debt of [Debtor] secured by this Security Instrument.

Ditech also submitted into evidence as part of the Proof of Claim the invoices from its counsel for the Foreclosure Action. These invoices describe the date and work completed by counsel in the Foreclosure Action and show that the invoices were paid by Ditech and Green Tree. Because Debtor admits that he is in default on the Mortgage Debt, the Foreclosure Action would be an appropriate action under section 9 of the Mortgage, and the associated attorney's fees and costs would be recoverable as additional debt. Further, as the Court has already discussed, Ditech appears to be the interested party for collecting the Debt as a result of the transfer of the Debt from

Bank of America to Green Tree/Ditech. The Court does not find that Ditech's inability or delay in substituting itself as plaintiff in the Foreclosure Action would prohibit it from recovering the attorney's fees and costs owed and paid pursuant to section 9 of the Mortgage. Therefore, the Court finds that the attorney's fees and costs paid by Ditech or its predecessor related to the Foreclosure Action are recoverable and may be included in the Proof of Claim in the amount of $2,180.[25]

Debtor also disputes the $225.00 in inspection fees asserted by Ditech in the Proof of Claim. Debtor asserts that "Ditech did not state how these [inspection fees] arose." The testimony provided by Ms. Gostebski was limited about the inspection fees—namely she testified that she believes fees, like inspection fees, are recoverable under the Mortgage. No testimony or evidence was provided about what was inspected, the extent of these inspections, or how these inspections were reasonable or appropriate to protect Ditech and Fannie Mae's interest in the subject property. Based on the evidence presented, the Court finds that Ditech has not sufficiently demonstrated that the inspection fees are recoverable under the Mortgage. Therefore, the claim shall be reduced by the $225.00.

Finally, Debtor does not appear to dispute the principal balance, interest, late fees or escrow advances as part of the Debt asserted in Ditech's claim. Ms. Gostebski testified that the amounts included in the Proof of Claim are accurate as to the amounts owed on the Debt. Without sufficient evidence to the contrary, the Court finds that Ditech has met its burden by a preponderance of evidence as to the amount of these items listed in the claim.

[25] Debtor also disputed certain fees listed on the payment history of the Proof of Claim, including Title Cost and Service Cost. However, a review of the payment history shows that Ditech reversed those charges on March 20, 2018 and is not attempting to recover those costs from Debtor through the Proof of Claim.

Therefore, for these reasons, the Court denies Debtor's additional requests to disallow the Proof of Claim, and finds that Ditech, as servicer for Fannie Mae, has an allowed secured claim in the amount of $173,580.30.

CONCLUSION

For the foregoing reasons, the Court finds Ditech, as servicer for the owner of the Debt, Fannie Mae, holds a secured claim which is allowed in the amount of $173,580.30. The Court further orders that Ditech, or any successor servicer, shall administer any funds paid on the Debt during the course of this bankruptcy case in trust for or for the benefit of the owner of the Debt, presently Fannie Mae, until ordered otherwise. Finally, to clarify the relationship of the parties, the Court orders that Ditech or any successor servicer amend its Proof of Claim or make other appropriate written filings to indicate that it is acting as servicer for Fannie Mae or any successor owner of the Debt in this case.

AND IT IS ORDERED.

FILED BY THE COURT
01/15/2019

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

Entered: 01/15/2019

John E Waites

US Bankruptcy Judge
District of South Carolina

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U.S. BANKRUPTCY COURT
District of South Carolina

Case Number: **18-01373-jw**

ORDER OVERRULING SECOND OBJECTION TO MORTGAGE LOAN PROOF OF CLAIM AND DENYING DEBTOR'S MOTION TO DISALLOW CLAIM

The relief set forth on the following pages, for a total of 5 pages including this page, is hereby ORDERED.

FILED BY THE COURT
02/13/2019

Entered: 02/13/2019

US Bankruptcy Judge
District of South Carolina

UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF SOUTH CAROLINA

IN RE: **Johnson D. Koola** Debtor.	Chapter 13 Case No. 18-01373-JW

ORDER OVERRULING SECOND OBJECTION TO MORTGAGE LOAN PROOF OF CLAIM AND DENYING DEBTOR'S MOTION TO DISALLOW CLAIM

This matter comes before the Court upon Debtor's *Second Objection to Mortgage Claim* (ECF No. 182) and *Motion to Disallow Mortgage Claim* (ECF No. 183) held by U.S. Bank Trust, N.A., as Trustee for the LSF10 Master Participation Trust ("U.S. Bank"). For the foregoing reasons, the *Second Objection to Mortgage Claim* is overruled, and the *Motion to Disallow Mortgage* is denied.

BACKGROUND

Debtor's *Second Objection to Mortgage Claim* is his third attempt to disallow the mortgage proof of claim filed in his Chapter 13 bankruptcy case. During the course of Debtor's Chapter 13 case, Ditech Financial, LLC ("Ditech"), formerly known as Green Tree Servicing, LLC, filed a proof of secured first mortgage claim (Claim 1-2) on June 8, 2018.[1] Debtor objected to the Ditech proof of claim challenging—among other things—Ditech's standing to file the proof of claim.

The Court entered an order denying Debtor's first objection to the mortgage claim ("*First Objection*") on September 28, 2018. Within that order, the Court concluded that Federal National Mortgage Association ("Fannie Mae") was the beneficial interest holder of Debtor's mortgage

[1] The claim registry reflects that Ditech filed the proof of claim as Claim 1-1 on April 19, 2018, and then Ditech filed an amended claim as Claim 1-2 on June 8, 2018.

loan, and that Ditech, as Fannie Mae's servicer for the mortgage loan, had the ability to file its proof of claim. In response to the Court's order, Debtor filed a *Motion for New Trial* on October 12, 2018. The Court conducted a hearing on the *Motion for New Trial*. Because U.S. Bank presented evidence that Fannie Mae had transferred Debtor's mortgage loan to U.S. Bank on or about July 25, 2018, the Court asked U.S. Bank's counsel to submit the related pooling and servicing agreement to the Court for *in-camera* review. U.S. Bank complied with the Court's order by submitting to the Court a copy of the pooling and servicing agreement at issue on November 18, 2018. Critically, during the hearing for Debtor's *Motion for New Trial*, Debtor did not enter or submit any credible evidence demonstrating that U.S. Bank was not the proper assignee of his mortgage loan with rights to enforce it. Therefore, pursuant to an order entered on January 15, 2019, the Court denied Debtor's *Motion for New Trial*.

Despite the Court's orders overruling Debtor's objection to the mortgage claim and denying Debtor's *Motion for New Trial,* Debtor has filed a *Second Objection to Mortgage Claim* and a *Motion to Disallow Mortgage Claim* directed towards U.S. Bank. In both the *Second Objection* and *Motion to Disallow Mortgage Claim,* Debtor attempts to re-state arguments that he advanced when he litigated the merits of his first objection to claim with Ditech and later argued in his *Motion for New Trial.* He also endeavors to re-litigate issues previously determined in the Court's September 28, 2018 Order, the Amended Order entered on January 15, 2019 and the Order Denying Motion for New Trial entered on January 15, 2019 Critically, in the *Second Motion*—much like his first motion—Debtor again argues that Ditech lacked standing to file a proof of claim for his mortgage loan. To advance this argument for a second time, Debtor argues that Ditech's failure to appear in a pending state court foreclosure action prevents Ditech from having standing to file the proof of claim for Debtor's mortgage loan.

Debtor also re-argues that the statute of limitation and application of 11 U.S.C. § 558 bars collection of amounts due under his mortgage loan. In addition to these contentions, Debtor claims that the counterclaims alleged in his foreclosure action were improperly dismissed by the state court and that the mortgage claim should be denied because he is entitled to a loan modification. The Court previously addressed each of these arguments in great detail in its September 28, 2018 Order and the Amended Order entered on January 15, 2019. The Court addressed them again in the order denying Debtor's *Motion for New Trial*. Because Debtor's repeated arguments have been considered and dismissed by the court several times, the Court finds no basis to reconsider them.

The only new argument that Debtor raises in either the *Second Objection* or *Motion to Disallow* is a fatally flawed attempt to allege a technical violation of 15 U.S.C. § 1641(g) (the "TILA claim"), which is unsupported by the facts of this case.

In the *Second Motion,* Debtor admits that on or about August 17, 2018, he received a copy of the *Notice of Sale of Ownership of Mortgage Loan*. Debtor argues, however, that due to some technical non-compliance with 15 U.S.C. § 1641(g), the Court should disallow the mortgage claim. According to Debtor, the mortgage claim should be disallowed in its entirety because U.S. Bank did not provide *any* information concerning the recording of the transfer of ownership of his mortgage loan. This allegation is inaccurate because the *Notice* expressly pertains to recorded lien transfer information:

> The transfer of the lien associated with your loan is currently recorded, or in the future may be recorded, in the public records of the local County Recorder's office for the county where your property is located. If checked ☒, ownership of your loan may also be recorded on the registry of the Mortgage Electronic Registration System at 1818 Library Street, Suite 300, Reston, VA 20190.

Even if the Court were to consider the idea that the *Notice of Sale of Ownership of Mortgage Loan* was defective in any way, such non-compliance would not give rise to disallowance of U.S. Bank's mortgage claim because Debtor has failed to allege or prove that he

relied on any defective disclosure (or lack thereof) to his detriment. *See, e.g., O'Dell v. Deutsche Bank Nat'l Trust Co.*, No. 1:12-cv-985, 2013 WL 2389874, at *9 (E.D. Va. May 30, 2013) (recognizing that a borrower may seek actual damages for a violation of § 1641(g) "so long as the borrower is able to show *detrimental reliance* on the faulty disclosure.") (emphasis added). Nothing in Debtor's *Second Motion* or his argument shows that he detrimentally relied on any disclosures made in the *Notice* that he admits he received. Furthermore, Debtor offered no evidence of his detrimental reliance at the hearing. Nor could he because, to date, Debtor has refused to acknowledge that his mortgage loan was properly transferred to U.S. Bank. Indeed, Debtor has actually litigated from the position that no transfer took place, a position previously overruled by the Court. Further, since Debtor has not paid Ditech or U.S. Bank, but only remitted payments to the Chapter 13 trustee at this juncture of his Chapter 13 case, there can be no showing of detrimental reliance on any disclosures (or lack thereof) in the *Notice of Sale of Ownership of Mortgage Loan.* Accordingly, Debtor's allegation of a violation of 15 U.S.C. § 1641(g) does not provide any basis to disallow the mortgage claim held by U.S. Bank, which this Court has previously allowed in prior orders.

CONCLUSION

Because Debtor has failed to state any viable legal grounds or present evidence to support disallowance of the subject mortgage proof of claim presently held by U.S. Bank, the Court overrules Debtor's *Second Objection to Mortgage Claim* and denies Debtor's *Motion to Disallow Mortgage Claim.*

AND IT IS SO ORDERED.

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