

THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM OCONEE COUNTY
Court of Common Pleas

J. Cordell Maddox, Jr., Circuit Court Judge

Appellate Case No. 2022-000756

Debi Baker Brookshire,

Appellant,

v.

Community First Bank and
Benjamin Hiott,

Defendants,

Of Which, Community First
Bank is

Respondent.

APPENDIX
VOLUME II of III

Warren Blair Giese
SC Bar No. 2219
Kelly L. Giese
SC Bar No. 100089
THE GIESE LAW FIRM, LLC
11812 Hampton Street
Columbia, SC 29201

Jonathan D. Waller
SC Bar No. 76290
Angell Molony, LLC
210 Newberry Street, NW
Aiken, South Carolina 29801

ATTORNEYS FOR APPELLANT

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Post Office Box 11889 (29211-1889)
Columbia, South Carolina 29201

ATTORNEYS FOR RESPONDENT

RECEIVED

MAY 01 2023

S.C. SUPREME COURT

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9/19/08

Ben Hott

FAX 864-8860934

From: Brookshire
New Ins.
Loss by Nationwide

Tryin to clear up past
Ins. ~~for~~ scores & Losses

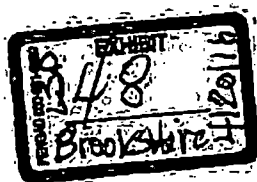
Casualty

Please sign or make
corrections

Thanks Deb

760-8400 (C)

ALLEN ALLEN
776 15
803 750 251 F
772-4969



CFB001175

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POLICY NUMBER: _____

2ND OF 2 PAGES

I HAVE RECEIVED AND READ A COPY OF THE "NATIONWIDE INSURANCE PRIVACY STATEMENT". BY SUBMITTING THIS APPLICATION, I AM APPLYING FOR ISSUANCE OF A POLICY OF INSURANCE AND, AT ITS EXPIRATION, FOR APPROPRIATE RENEWAL POLICIES ISSUED BY NATIONWIDE MUTUAL INSURANCE COMPANY AND/OR OTHER MEMBERS OF THE NATIONWIDE GROUP OF INSURANCE COMPANIES. I UNDERSTAND AND AGREE THAT ANY INFORMATION ABOUT ME THAT IS CONTAINED IN, OR THAT IS OBTAINED IN CONNECTION WITH, THIS APPLICATION OR ANY POLICY ISSUED TO ME MAY BE USED BY ANY COMPANY WITHIN THE NATIONWIDE GROUP TO ISSUE, REVIEW, AND RENEW THE INSURANCE FOR WHICH I AM APPLYING. I HEREBY DECLARE THAT THE FACTS STATED IN THE ABOVE APPLICATION ARE TRUE AND REQUEST THE COMPANY TO ISSUE THE INSURANCE AND ANY RENEWALS THEREOF IN RELIANCE THEREON.

I AGREE THAT IF MY PREMIUM REMITTANCE IS NOT HONORED BY THE BANK NO COVERAGE WILL BE BOUND. I ALSO UNDERSTAND THAT MISREPRESENTATION OF INFORMATION ON THIS APPLICATION COULD VOID SOME OR ALL OF MY COVERAGES.

THE INSURER CAN CANCEL THIS POLICY FOR WHICH YOU ARE APPLYING WITHOUT CAUSE DURING THE FIRST 90 DAYS, THAT IS THE INSURER'S CHOICE. AFTER THE FIRST 90 DAYS, THE INSURER CAN ONLY CANCEL THIS POLICY FOR REASONS STATED IN THE POLICY.

*** REFER TO POLICY AND DECLARATIONS FOR COMPLETE COVERAGE INFORMATION. ***

PREMIUM 80.00
AMT PAID 80.00
The Adams Agency Inc
SC AGENT #0024614

DATE _____ MUST BE PERSONAL SIGNATURE OF APPLICANT
DATE _____ AGENT SIGNATURE _____

CFB001177

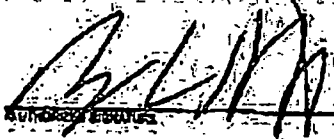
EXHIBIT 17

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PAGE 1

ISSUING DATE: NOVEMBER 04, 2009
SEQUENCE: 99000007150
ORIG. SEQUENCE: 100000011387070
POCKET: 1
DEPT: D
SERIAL: 70008422
ROUTING: 053202130
ACCOUNT: 00000000
CHECK CODE: 00
AMOUNT: \$ 1,600.00

	COMMUNITY FIRST BANK	Community First Bank Wahala, BC 29381	6619322	70008422
OFFICIAL CHECK		PAY \$ ONLY 		
Pay To The Order Of: SECURITY FEDERAL BANK				
***** 10/30/2009 * One Thousand Six Hundred Dollars And Zero Cents				
37 PALMETTO WOOD PARADISE NOV.				
REMISSOR		AUTHORIZED SIGNATURE		
⑈ 70008422 ⑆ ⑆ 053202130 ⑆ ⑆ 00000000 ⑆				

210300844 11-03-2009 053202130			
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CFB003370

- Rental Agreement -

This Lease Agreement (this "Lease") is made effective as of _____ by and between LaDain Owens ("Landlord"), and Deb Brooks ("Tenant"). The parties agree as follows:

PREMISES: Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant a residential home (the "Premises") located at:

37 Palmetto Wood Parkway, Jones SC 29213

TERM: The lease term will begin on Oct 4, 2009 and will terminate on Oct 1, 2010.

SECURITY DEPOSIT: Tenant shall pay to Landlord, in trust, a security deposit of \$2500.00 to be held and disbursed for Tenant damages to the Premises (if any) as provided by law. The Tenant understands according to the rules and regulations of the South Carolina Real Estate Commission and the code of laws of South Carolina, 1976, as amended, the Property Manager in Charge has the option to place security deposit funds collected by Property Manager in Charge into an interest bearing account and to retain all interest incurred in said account. Tenant agrees to and understands that the Tenant has been informed of Tenant's right to ownership of the interest but relinquishes to the Property Manager in Charge by this written agreement said right of ownership.

LEASE PAYMENTS: Tenant shall pay to Landlord monthly payments of \$1600.00 per month payable in advance of the first day of each month. Lease payments shall be made to:

Security Federal Bank
1185 Sunset Blvd - West Columbia SC 29169
Attn: Bill Goyte Lot 30 PA

RENEWAL TERMS: This Lease shall automatically renew for an additional period of one month per renewal term, unless either party gives written notice of the termination no later than 30 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease.

HOLDOVER: If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord a lease payment for the Holdover Period based on the terms of the following Lease Payments paragraph. Such holdover shall constitute a month-to-month extension of this Lease.

CFB001051

to the contrary, if Tenant fails to cure any financial obligation within five days (or Landlord to Tenant), Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent".

UTILITIES AND SERVICES: Tenant shall be responsible for the follow utilities and services in connection with Premises:

- Electricity
- Heating and Cooling
- Telephone Service
- Cable Service

HABITABILITY: If current condition of premises changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

ASSIGNABILITY/SUBLETTING: Tenant may not assign or sublease any interest in the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

ENTIRE AGREEMENT/AMENDMENT: This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the party obligated under the amendment signs the writing.

SEVERABILITY: If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

CUMULATIVE RIGHTS: The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

GOVERNING LAW: This Lease shall be construed in accordance with the South Carolina Code of Laws Title 27 Chapter 40 and the South Carolina Landlord and Tenant Act.

CFB001053

EXHIBIT 18

Rule 1006, SCRE Summary of All Disbursements from Account (Chronological Order)
 (Exhibit 18 to Community First's Memorandum in Support of its Motion for Summary Judgment)

A	B	C	D	E
1. Date	Debit	Recipient of Disbursement	Disputed/Not Disputed	Sources
25. 11/19/2007	\$748.48	Taxes (Georgia)	Not Disputed	CFB002613, CFB002627-2628
26. 11/19/2007	\$888.68	Litton Loan Servicing	Disputed	CFB002613, CFB002627, CFB002629-2630
27. 11/28/2007	\$200,000.00	Crosby	Disputed	CFB002613, CFB002631-2634
28. 12/12/2007	\$1,146.98	BB&T	Not Disputed	CFB002635, CFB002637-2638
29. 12/17/2007	\$173.02	Taxes (South Carolina)	Not Disputed	CFB002635, CFB002639-2641
30. 12/18/2007	\$40,000.00	Taxes (IRS)	Not Disputed	CFB002635, CFB002642-2644
31. 12/31/2007	\$310,510.75	CFB (Transaction Reversed 1/7/08)	Disputed	CFB002635, CFB002645
32. 1/14/2008	\$20,000.00	BB&T	Disputed	CFB002646, CFB002648-2650
33. 1/16/2008	\$850.00	Accountant (Hobbs)	Not Disputed	CFB002646, CFB002651-2652
34. 1/16/2008	\$1,525.00	Accountant (Hobbs)	Not Disputed	CFB002646, CFB002651, CFB002653
35. 1/17/2008	\$5,000.00	Hiott (Marc Hiott)	Disputed	CFB002646, CFB002654-2659
36. 1/23/2008	\$4,275.16	Hiott (Sue Hiott)	Disputed	CFB002646, CFB002661-2663
37. 2/7/2008	\$1,345.00	Bridgepoint	Not Disputed	CFB002664, CFB002666-2667
38. 2/7/2008	\$5,000.00	Gilbert Jean	Not Disputed	CFB002664, CFB002666, CFB002668-2670
39. 2/13/2008	\$23,608.75	Ridge Clearing & Outsourcing Solutions	Disputed	CFB002664, CFB002671-2672
40. 2/25/2008	\$75.00	CFB (Deposited Item Returned)	Disputed	CFB002664, CFB002673-2674, CFB002684
41. 2/26/2008	\$1,156.01	BB&T	Not Disputed	CFB002664, CFB002675, CFB002677
42. 2/26/2008	\$37.22	BB&T	Disputed	CFB002664, CFB002675-2676
43. 2/29/2008	\$4.00	CFB (Service Charge)	Disputed	CFB002664
44. 2/29/2008	\$8,500.00	Hiott (Marc Hiott)	Disputed	CFB002664, CFB002678-2679
45. 3/3/2008	\$8,000.00	Hiott (Ben Hiott)	Disputed	CFB002685, CFB002687-2688
46. 3/13/2008	\$2,224.00	Stock (Account No. 1222001)	Disputed	CFB002685, CFB002689
47. 3/13/2008	\$16,000.00	Stock (William Steele)	Disputed	CFB002685, CFB002689-2695
48. 3/27/2008	\$14,686.31	Crosby	Disputed	CFB002685, CFB002698
49. 3/31/2008	\$20,000.00	BB&T	Disputed	CFB002685, CFB002699, CFB002701-2703
50. 3/31/2008	\$550.00	Hiott (Ben Hiott)	Disputed	CFB002685, CFB002699-2700

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	A	B	C	D	E
1	Date	Debit	Recipient of Disbursement	Disputed/Not Disputed	Sources
78	7/25/2008	\$4,100.00	Bills (Rent)	Not Disputed	CFB002754, CDB002772-2774
79	7/28/2008	\$10,000.00	BB&T	Disputed	CFB002754, CFB002775-2776
80	7/30/2008	\$888.68	Litton Loan Servicing	Disputed	CFB002754, CFB002777-2778
81	8/1/2008	\$15,000.00	BB&T	Disputed	CFB002779, CFB002781-2788
82	8/22/2008	\$5,000.00	Attorney (Robert Jackson)	Not Disputed	CFB00002779, CFB002790-2792
83	8/22/2008	\$15,000.00	BB&T	Not Disputed	CFB00002779, CFB002789, CFB002793
84	8/25/2008	\$15,000.00	BB&T	Not Disputed	CFB00002779, CFB002795-2798
85	8/26/2008	\$15,000.00	BB&T	Not Disputed	CFB00002779, CFB002799-2800, CFB002811
86	8/26/2008	\$11,600.29	Stock (Robert McCorkle, Ben Wilson)	Disputed	CFB002779, CFB002799, CFB002801, CFB002809
87	8/28/2008	\$14,686.31	Crosby	Disputed	CFB002779, CFB002812
88	8/29/2008	\$65,000.00	Crosby	Disputed	CFB002779, CFB002813-2817
89	9/8/2008	\$10,000.00	BB&T	Not Disputed	CFB002818, CFB002822-2825
90	9/8/2008	\$8,052.25	BB&T	Disputed	CFB002818, CFB002820-2821
91	9/15/2008	\$3,200.00	Bills (Rent)	Not Disputed	CFB002818, CFB002826-2828
92	9/16/2008	\$10,000.00	BB&T	Not Disputed	CFB002818, CFB0028423-2846
93	9/16/2008	\$2,103.36	Crosby	Disputed	CFB002818, CFB002829-2833
94	9/16/2008	\$12,528.79	Crosby	Disputed	CFB002818, CFB002829, CFB002839-2842
95	9/17/2008	\$15,000.00	Crosby	Disputed	CFB002818, CFB002847-2851
96	9/22/2008	\$1,532.10	BB&T	Disputed	CFB002818, CFB002853-2854
97	9/22/2008	\$5,426.23	BB&T	Disputed	CFB002818, CFB002853, CFB002855
98	9/22/2008	\$1,000.00	Hlott (Ben Hlott)	Disputed	CFB002818, CFB002852
99	9/23/2008	\$10,000.00	Dan Brookshire	Not Disputed	CFB002818, CFB002856-2858
100	9/29/2008	\$445.00	Bills (Richland County Traffic Tickets)	Not Disputed	CFB002818, CFB002859-2861
101	9/30/2008	\$15,000.00	BB&T	Not Disputed	CFB002818, CFB002847-2851
102	9/30/2008	\$30,195.00	Stock (Larry Brandt)	Disputed	CFB002818, CFB002862-2863
103	10/3/2008	\$139.70	Insurance (Nationwide)	Disputed	CFB002867, CFB002869
104	10/3/2008	\$496.00	Insurance (Nationwide)	Disputed	CFB002867, CFB002869

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 (Exhibit 18 to Community First's Memorandum in Support of Its Motion for Summary Judgment)

	A	B	C	D	E
1	Date	Debit	Recipient of Disbursement	Disputed/Not Disputed	Sources
127	11/21/2008	\$27,573.00	Stock (William Zearley)	Disputed	CFB002897, CFB002921-2922
128	12/3/2008	\$7,500.00	CFB (Transaction Reversed 12/8/08)	Disputed	CFB002923, CFB002925
129	12/5/2008	\$10,000.00	Blue Ridge Bank of Walhalla	Disputed	CFB002923, CFB002926-2928
130	12/17/2008	\$21,500.00	Crosby	Disputed	CFB002923, CFB002932-2933
131	12/17/2008	\$16,500.00	Terry Russell	Disputed	CFB002923, CFB002929-2931
132	12/18/2008	\$15,000.00	BB&T	Not Disputed	CFB002923, CFB002934-2936
133	12/26/2008	\$40,200.00	Stock (Ables)	Disputed	CFB002923, CFB002937-2938
134	1/8/2009	\$17,000.00	Terry Russell	Disputed	CFB002939, CFB002941-2943
135	1/15/2009	\$5,000.00	BB&T	Not Disputed	CFB002939, CFB002947-2949
136	1/15/2009	\$7,500.00	Terry Russell	Disputed	CFB002939, CFB002944-2946
137	1/16/2009	\$10,000.00	BB&T	Not Disputed	CFB002939, CFB002956-2958
138	1/16/2009	\$2,221.11	Bills (Rent, BB&T, SCE&G, ADT)	Not Disputed	CFB002939, CFB002952-2953
139	1/16/2009	\$449.76	Bills (Smith Dray Line)	Not Disputed	CFB002939, CFB002950-2951
140	1/20/2009	\$12,000.00	Terry Russell	Disputed	CFB002939, CFB002959-2961
141	1/23/2009	\$663.02	Toyota	Disputed	CFB002939, CFB002962
142	1/26/2009	\$552.97	Bills (ADT, BB&T, City of Columbia)	Not Disputed	CFB002939, CFB002963, CFB002965
143	1/27/2009	\$3,000.00	Gilbert Jean	Not Disputed	CFB002939, CFB002966-2968
144	1/29/2009	\$7,500.00	BB&T	Not Disputed	CFB002939, CFB002971-2973
145	1/29/2009	\$2,000.00	Hiott (Ben Hiott)	Disputed	CFB002939, CFB002969-2970
146	2/9/2009	\$2,383.07	Bills (Rent, SCE&G, Daycare, ADT)	Not Disputed	CFB002974, CFB002976, CFB002979
147	2/11/2009	\$7,500.00	BB&T	Not Disputed	CFB002974, CFB002980-2982
148	2/19/2009	\$10,000.00	BB&T	Not Disputed	CFB002974, CFB002983-2986
149	2/25/2009	\$7,500.00	BB&T	Not Disputed	CFB002974, CFB002987-2991
150	3/16/2009	\$4,925.91	Bills (Daycare, Lexus, BB&T, SCE&G, City of Columbia, ADT, Rent)	Not Disputed	CFB00002992, CFB002995-2996
151	3/18/2009	\$1,319.06	Toyota	Disputed	CFB002992, CFB003011
152	3/30/2009	\$5,000.00	BB&T	Not Disputed	CFB00002992, CFB003015-3017
153	3/30/2009	\$2,500.00	Dan Brookshire	Not Disputed	CFB00002992, CFB003012-3014
154	4/6/2009	\$5,000.00	BB&T	Not Disputed	CFB00003018, CFB003020-3022
155	4/8/2009	\$10,000.00	BB&T	Not Disputed	CFB00003018, CFB003023-3025

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	A	B	C	D	E
	Date	Debit	Recipient of Disbursement	Disputed/Not Disputed	Sources
179	6/30/2009	\$3,000.00	BB&T	Not Disputed	CFB003098; CFB003147-3150
180	7/3/2009	\$2,500.00	BB&T	Not Disputed	CFB00003151; CFB003153-3156
181	7/8/2009	\$3,000.00	BB&T	Not Disputed	CFB00003151; CFB003157-3160
182	7/15/2009	\$1,057.30	Bills (City of Columbia; SCE&G, Lexus)	Not Disputed	CFB00003151; CFB003161-3162
183	7/16/2009	\$121.80	BB&T	Not Disputed	CFB00003151; CFB003169
184	7/17/2009	\$4,000.00	BB&T	Not Disputed	CFB00003151; CFB003171-3175; CFB003176
185	7/17/2009	\$1,000.00	Hiott (Ben Hiott)	Disputed	CFB003151; CFB003170
186	7/20/2009	\$5,600.00	Bills (Dan Brookshire; Rent)	Not Disputed	CFB00003151; CFB003175
187	7/23/2009	\$2,500.00	BB&T	Not Disputed	CFB00003151; CFB003178; CFB003186-3189
188	7/23/2009	\$275.88	Bills (Time Warner, ADT, AT&T)	Not Disputed	CFB00003151; CFB003178; CFB003179
189	7/27/2009	\$850.00	BB&T	Not Disputed	CFB00003151; CFB003190-3193
190	7/30/2009	\$3,000.00	BB&T	Not Disputed	CFB00003152; CFB003194-3197
191	8/3/2009	\$792.63	Bills (City of Columbia; Lexus)	Not Disputed	CFB003198; CFB003200-3201
192	8/5/2009	\$3,000.00	BB&T	Not Disputed	CFB003198; CFB003206-3209
193	8/10/2009	\$2,000.00	BB&T	Not Disputed	CFB003198; CFB003210-3213
194	8/17/2009	\$3,000.00	BB&T	Not Disputed	CFB003198; CFB003214-3217
195	8/18/2009	\$2,000.00	BB&T	Not Disputed	CFB003198; CFB003218-3221
196	8/25/2009	\$1,200.00	BB&T	Not Disputed	CFB003198; CFB003222-3226
197	8/31/2009	\$1,000.00	BB&T	Not Disputed	CFB003198; CFB003227-3230
198	8/31/2009	\$1,600.00	Bills (Rent)	Not Disputed	CFB003198; CFB003231-3232
199	9/1/2009	\$1,000.00	BB&T	Not Disputed	CFB003233; CFB003235-3239
200	9/2/2009	\$151.00	Hiott (Marc Hiott)	Disputed	CFB003233; CFB003240-3242
201	9/4/2009	\$2,500.00	BB&T	Not Disputed	CFB003233; CFB003243; CFB003249-3253
202	9/4/2009	\$442.00	Bills (Sylvan)	Not Disputed	CFB003233; CFB003243-3246
203	9/4/2009	\$491.00	Insurance (GMAC Insurance)	Disputed	CFB003233; CFB003247-3248
204	9/8/2009	\$857.02	Bills (City of Columbia; AT&T, Lexus)	Not Disputed	CFB003233; CFB003254-3255
205	9/9/2009	\$2,500.00	BB&T	Not Disputed	CFB003233; CFB003262-3265

Rule 1006, SCRE Summary of All Disbursements from Account (Chronological Order)
(Exhibit 18 to Community First's Memorandum in Support of its Motion for Summary Judgment)

1	A					B					C					D					E				
	Date					Debit					Recipient of Disbursement					Disputed/Not Disputed					Sources				
233	12/3/2009					\$1,500.00					BB&T					Not Disputed					CFB003411, CFB003413-3415, CFB003451				
234	12/14/2009					\$3,500.00					BB&T					Not Disputed					CFB003411, CFB003416				
235	12/14/2009					\$7,397.28					Bills (Lexus, BB&T, SCE&G, Time Warner, Sylvan, AT&T, Positive Young People, Hance Oliver (Rent))					Not Disputed					CFB003411, CFB003416-3417, CFB003451				
236	12/14/2009					\$5,000.00					Hiott (Hilltop, Inc.)					Disputed					CFB003411, CFB003439				
237	12/17/2009					\$2,000.00					BB&T					Not Disputed					CFB003411, CFB003440-3443				
238	12/21/2009					\$4,000.00					Hiott (Ben Hiott)					Disputed					CFB003411, CFB003444				
239	12/23/2009					\$3,500.00					BB&T					Not Disputed					CFB003411, CFB003445-3448				
240	12/23/2009					\$1,728.64					Bills (GMAC Insurance)					Not Disputed					CFB003411, CFB003449, CFB003451				
241	12/28/2009					\$3,500.00					Hiott (Ben Hiott)					Disputed					CFB003411, CFB002450				
242	12/30/2009					\$2,500.00					BB&T					Not Disputed					CFB003411, CFB003455-3458				
243	12/30/2009					\$2,000.00					Bills (Logan Voxx)					Not Disputed					CFB003411, CFB003451-3454				
244	1/4/2010					\$2,500.00					BB&T					Not Disputed					CFB003459, CFB003461-3464				
245	1/6/2010					\$1,200.00					Bills (Logan Voxx)					Not Disputed					CFB003459, CFB003465-3467				
246	1/8/2010					\$4,000.00					BB&T					Not Disputed					CFB003459, CFB003468-3471				
247	1/12/2010					\$20,000.00					Car (Jim Hudson Lexus)					Not Disputed					CFB003459, CFB003472-3475				
248	1/12/2010					\$31,261.76					Car (Jim Hudson Lexus)					Not Disputed					CFB003459, CFB003476-2478				
249	1/14/2010					\$2,000.00					BB&T					Not Disputed					CFB003459, CFB003479-3482				
250	1/20/2010					\$2,500.00					BB&T					Not Disputed					CFB003459, CFB003483-3486				
251	1/22/2010					\$3,462.20					Bills (Rent, BB&T, SCE&G, AT&T, City of Columbia, ADT, Sylvan)					Not Disputed					CFB003459, CFB003487-3488				
252	1/26/2010					\$2,500.00					BB&T					Not Disputed					CFB003459, CFB003503-3506				
253	1/27/2010					\$2,000.00					BB&T					Not Disputed					CFB003459, CFB003507-3510				
254	1/29/2010					\$2,500.00					BB&T					Not Disputed					CFB003459, CFB003511-3515				
255	2/1/2010					\$2,500.00					BB&T					Not Disputed					CFB003516, CFB003518-3521				
256	2/5/2010					\$3,000.00					BB&T					Not Disputed					CFB003516, CFB003522, CFB003537-3540				
257	2/5/2010					\$3,407.26					Bills (AT&T, City of Columbia, BB&T, SCE&G, Sylvan, Rent, Clark's Pest)					Not Disputed					CFB003516, CFB003522-3523				

Rule 1006, SCRE Summary of All Disbursements from Account (Chronological Order)
 (Exhibit 18 to Community First's Memorandum in Support of its Motion for Summary Judgment)

A	B	C	D	E
1. Date	Debit	Recipient of Disbursement	Disputed/Not Disputed	Sources
288 4/22/2010	\$2,500.00	BB&T	Not Disputed	CFB003616, CFB003655-3657
289 4/26/2010	\$2,586.30	John Gates (RV)	Disputed	CFB003616, CFB003658-3661
290 4/27/2010	\$2,000.00	BB&T	Not Disputed	CFB003616, CFB003662-3664
291 4/29/2010	\$1,600.00	Logan Voxx	Disputed, but total debit reflected on statement was \$1,800.00, of which \$1,600.00 was to Logan Voxx	CFB003616, CFB003665
292 4/29/2010	\$200.00	Terry Russell	Disputed, but total debit reflected on statement was \$1,800.00, of which \$200.00 was to Terry Russell	CFB003616, CFB003665
293 4/30/2010	\$2,500.00	BB&T	Not Disputed	CFB003616, CFB003668-3670
294 5/5/2010	\$4,000.00	BB&T	Not Disputed	CFB003672, CFB003674-3676
295 5/10/2010	\$2,000.00	BB&T	Not Disputed	CFB003672, CFB003677-3679
296 5/11/2010	\$2,000.00	BB&T	Not Disputed	CFB003672, CFB003680-3682
297 5/14/2010	\$3,500.00	BB&T	Not Disputed	CFB003672, CFB003689-3691
298 5/14/2010	\$2,980.63	Bills (Sylvan Smith Dray Line)	Not Disputed	CFB003672, CFB003683-3684
299 5/17/2010	\$2,000.00	Community First (Credit Card)	Disputed	CFB003672, CFB003692-3693
300 5/24/2010	\$2,500.00	BB&T	Not Disputed	CFB003672, CFB003694-3696
301 5/24/2010	\$648.13	Toyota	Disputed	CFB003672
302 5/27/2010	\$3,500.00	BB&T	Not Disputed	CFB003672, CFB003697-3699
303 5/27/2010	\$394.26	Bills (GMAC Insurance)	Not Disputed	CFB003672, CFB003673
304 5/28/2010	\$2,500.00	BB&T	Not Disputed	CFB003672, CFB003700-3702
305 6/2/2010	\$3,100.00	BB&T	Disputed	CFB003703, CFB003705-3707
306 6/3/2010	\$2,500.00	BB&T	Not Disputed	CFB003703, CFB003708-3710
307 6/4/2010	\$12,000.00	Bills (Rent - Hance Oliver)	Not Disputed	CFB003703, CFB003711-3713
308 6/7/2010	\$2,500.00	BB&T	Not Disputed	CFB003703, CFB003714-3719
309 6/11/2010	\$3,000.00	BB&T	Not Disputed	CFB003704, CFB003720-3722
310 6/14/2010	\$2,500.00	Community First (Credit Card)	Disputed	CFB003704, CFB003724
311 6/15/2010	\$3,000.00	Hiott (Ben Hiott)	Disputed	CFB003704, CFB003725

EXHIBIT 19

EXHIBIT 20

EXHIBIT 21

EXHIBIT 22

EXHIBIT 23

1 A. It says trust accounts, but this is a
2 checking account.

3 Q. All right. Do you know what a trust
4 account is?

5 A. I have some knowledge, we don't do
6 trust accounts at Community First.

7 Q. Well, why not?

8 A. We've never had a trust department, we
9 don't do trust accounts. We open a checking
10 account in the name of a trust.

11 Q. But that's not what Ms. Reed did here,
12 would you agree with me?

13 MS. BLACK: Object to the form.

14 BY MR. SCOTT:

15 Q. This is not -- this is not an account
16 agreement opening a checking account in the name of
17 a trust; would you agree?

18 MS. BLACK: Object to the form.

19 THE WITNESS: I don't agree. This is a
20 checking account, this is an account agreement for
21 a checking account.

22 BY MR. SCOTT:

23 Q. Even though it says trust account?

24 A. Right, because we don't do trust
25 accounts. We open a checking account for a trust.

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STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF OCONEE

Case No. 2014-CP-37-526

Debi Baker Brookshire,

Plaintiff,

vs.

Community First Bank, Inc. and Benjamin
Lea Hott,

Defendant.

AFFIDAVIT OF CAROL WILSON

Personally appeared before me, Carol Wilson, who, being duly sworn, deposes and states,
as follows:

1. My name is Carol Wilson. I am over the age of 18 and make this affidavit upon my own personal knowledge and upon the records kept in the ordinary course of business by my employer, Community First Bank ("Community First"), and to which I have access to in the regular performance of my duties.

2. I am currently the Senior Vice President of Deposit Operations for Community First, a position I have held since January 2016. I previously served as the Vice President of Deposit Operations for Community First (including during the time period from 2007 through 2011) and have worked at Community First since January 1990.

3. The deposit operations department of Community First is responsible for, among other things, the preparation, processing, and mailing of the periodic (typically, monthly) account statements for the more than 25,000 accounts held by Community First customers. The operations department also processes, organizes, and archives the periodic account statements.

operations department prepares trays of account statements for mailing by the USPS. There are 10-15 cycles of mail each month, and each account that receives a monthly account statement is part of a specific cycle. The month-end cycle is the largest cycle by volume of mail, and the statements printed during this cycle fill between 10-15 trays. Each tray is 11.25 inches wide and either 13.5 inches (small) or 24 inches (large) long.

10. Until approximately mid to late 2009, the preparation of account statements for mailing was relatively manual following the auto-generation and printing of each statement, which printed based on and in order of ZIP Code. Account statements prior to this time were hand-folded and hand-stuffed into envelopes by my staff. My staff then placed the statements in ZIP Code order into the mailing trays. When the cycle of statements was completed, my staff would physically transport the trays of statements to the USPS for mailing via car. At all times during this process, the statements were in the physical custody and control of the members of my staff. On certain limited occasions when the cycle did not finish printing until late in the work day, the statements would be folded, stuffed into envelopes, and placed into the mailing trays. These mailing trays would then be locked in the Walhalla branch vault until the following work day when they would be retrieved by a member of my staff and transported via car to the USPS for mailing.

11. The Walhalla branch vault is only accessible via a combination lock known to approximately five people, including my 1-2 person staff and me. To my knowledge, Mr. Hiett did not know the combination to the Walhalla branch vault from June 2007 through February 2011.

12. In mid to late 2009, the deposit operations department began using an inserter to fold the auto-generated and printed statements and stuff them into envelopes. The inserter would

17. For each monthly Account statement representing June 2007 through January 2010, the monthly Account statement was transmitted by Community First to the USPS for mailing to Ms. Brookshire and was not returned by the USPS to Community First.

18. The February 2010 monthly Account statement was transmitted to the USPS for mailing to Ms. Brookshire, but returned to Community First on or about April 19, 2010, with the USPS label attached stating "Return to Sender, Attempted - Not Known, Unable to Forward" and dated April 6, 2010. A true and correct color copy of the envelope and statement contained therein are attached hereto as Exhibit 1. A true and correct copy of Community First's mail log showing the date this Account statement was returned to Community First is attached hereto as Exhibit 2.

19. Subsequent monthly Account statements were either mailed out and returned to Community First in the same manner as the February 2010 statement or were not actually mailed due to the application of an "R" code in Community First's account management system, which directs the system to apply an "EXCLUDE-DoNotMailAddr" code to the auto-generated and printed statement. Statements coded "R" are printed and filed in a locked room until such time as the account owner directs their delivery via a change of address form or other request to Community First. Plaintiff's returned and "R"-coded monthly Account statements were kept in this manner, and were retrieved at my direction during the course of this litigation.

20. The account management system records every change, modification, or entry regarding an account's address, type, or other coding for handling of the statements, such as the "R" code. If a change is made in the system, the system maintains a record of that change. No mechanism exists to delete records showing that changes occurred.

27. On May 20, 2016, I traveled to Columbia, South Carolina from my office in Walhalla, South Carolina for the purpose of reviewing several original documents produced by Plaintiff in this lawsuit. I reviewed these original documents at the Giese Law Firm, one of the firms representing Plaintiff in this lawsuit. Copies of the original documents I reviewed are attached as Exhibits 3 (Giese-CFB 1724-27), 4 (Giese-CFB 1728-29), and 5 (Giese-CFB 1731-34) hereto.

28. The original documents in the possession of Plaintiff's counsel and represented in copy form at Exhibit 3 is the entire original monthly statement for the Account dated November 30, 2007.

29. The original documents in the possession of Plaintiff's counsel and represented in copy form at Exhibit 4 is the first page only (front and back) of the original monthly statement for the Account dated December 31, 2007.

30. The original documents in the possession of Plaintiff's counsel and represented in copy form at Exhibit 5 is the entire original monthly statement for the Account dated January 31, 2008.

31. The original documents at Exhibits 3, 4, and 5 all have the following characteristics demonstrating that they are the original statements:

a. The first page (front and back) of Exhibits 3, 4, and 5 is statement paper.

i. The front of each first page is light blue in color with a dark/royal blue double border and a white Community First watermark in the middle.

ii. The letterhead on Exhibits 3, 4, and 5 is printed in dark/royal blue ink and contains only six Community First branch locations. By January 2010, any statement paper in use by Community First had seven Community

34. The document in Plaintiff's counsel's possession attached as Exhibit 6 is a photocopy of the first page (front only) of the original monthly statement for the Account dated July 31, 2007. This is a photocopy of the original for the following reasons:

- a. It is on letterhead with a double border;
- b. The letterhead contains only six Community First branch locations (see ¶ 31(a)(ii), above and compare Ex. 1 with Ex. 6);
- c. The 3-hole punches on the left side are visible;
- d. The photocopy picks up on the crease in the middle of the page because the printing is slightly smudged;
- e. The font size is not shrunk down (see ¶ 31(d), above);
- f. Due to the older computer system on which the reprint file for the July 31, 2007 statement is kept, all reprints of this particular statement would have a CheckQuest header at the top (see ¶ 26, above). This statement does not have such a header.

35. The document in Plaintiff's counsel's files represented in copy form as Exhibit 6 hereto is a photocopy of the original statement mailed to Plaintiff within a few days of the July 31, 2007.

36. A true and correct copy of Community First's account agreement for the Account with Plaintiff is attached hereto as Exhibit 7.

[signature on following page]

Exhibit 1

Putting Our Customers First!



Seven Locations To Serve You.

**3685 Blue Ridge Blvd.
Walhalla, SC 29691**

**1600 Sandifer Blvd.
Seneca, SC 29678**

**449 Hwy. 123 By-Pass
Seneca, SC 29678**

**1101 East Main St.
Westminster, SC 29693**



**4002 Clemson Blvd.
Anderson, SC 29621**

**208 East Main St.
Williamston, SC 29697**

**2007 E. Greenville St.
Anderson, SC 29621**



ELECTRONICALLY FILED 2016 Dec 09 11:22 AM OCOONEE COMMON PLEAS CASE # CFB006823

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

BEFORE YOU START

[illegible]

YOU SHOULD HAVE SUB-
TRACTED IF ANY OCCURRED:

1. Automatic loan payments.
2. Automatic savings transfers.
3. Service charges.
4. Debit memos.
5. Other automatic deductions and payments.

DEPOSITS NOT SHOWN
ON THIS STATEMENT
IF ANY:

SUBTRACT-

WITHDRAWALS
OUTSTANDING

BALANCE: \$

SHOULD AGREE WITH YOUR REGISTER-
BALANCE AFTER DEDUCTING SERVICE CHARGE
(IF ANY) SHOWN ON THIS STATEMENT

Please examine immediately and report if incorrect. If no reply is received within 60 days the account will be considered correct.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone or write to us at the telephone number or address located on the front of this statement as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we send you the FIRST statement on which the error or problem appeared.

- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

YOUR DEMAND DEPOSIT LOAN ACCOUNT SUMMARY OF RIGHTS IS OUTLINED BELOW

There is a summary of your rights, a full statement of your rights and our responsibilities, under the Federal Fair Credit Billing Act will be sent to you both upon request and in response to a billing error notice.

Your Demand Deposit Loan Account is operated in conjunction with your Demand Deposit Account. Any charges for your checking account will be made to the Demand Deposit Account and they will be the same charges as are made for Demand Deposit Accounts not operated in conjunction with Demand Deposit Loan Accounts. The following information thus applies only to loans made to you under your Demand Deposit Loan Account line of credit.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR LOAN

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address located on the front of this bill as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- (1) Your name and account number.
(2) The dollar amount of the suspected error.
(3) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any money in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

We figure a portion of the **FINANCE CHARGE** on your Loan Account by applying the daily periodic rate to the "Daily Balance" of your account for the billing cycle. To get the "Daily Balance" we take the beginning balance of your account each day, and any new advances and subtract any new payments or credits and unpaid **FINANCE CHARGES**. This gives us the daily balance.

The minimum periodic payment required is shown on the front of this bill. You may pay off your loan balance at any time, or make voluntary additional payments. Payments shall be applied first to any unpaid FINANCE CHARGES, and second the principal loan balance outstanding in your Loan Account. Periodic statements may be sent to you at the end of each billing cycle showing your loan transactions.

Send payments and inquiries to address shown on front of bill.

NOTE: Payments received after close of business shall be deemed received on the following business day for purposes of crediting your account.

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CFB006810

Exhibit 2

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OGDONE - COMMON PLEAS - CASE#2014CP3700526

Exhibit 3

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

BEFORE YOU START.

[illegible]

1. Automatic loan payments.
2. Automatic savings transfers.
3. Service charges.
4. Debit memos.
5. Other automatic deductions and payments.

SHOULD AGREE WITH YOUR REGISTERED
BALANCE AFTER DEDUCTING SERVICE CHARGE
IF ANY SHOWN ON THIS STATEMENT

Giese-CFB 1725

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[illegible]

11/03 Deposit: \$ 88,527.85

[illegible]

11/05, Deposits \$12,056.79

[illegible]

11/19 Deposit \$ 5,423.76

Form 990
DEADLINE - CURRENT TRANSACTION FORM

ACCOUNT TYPE: FOR BECAHIM

APPROVED BY: W. W. W.

DATE: 11/19/07

STANDARD FORMS OF TRANSACTIONS

1. FOR BECAHIM
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11/19 Deposit: 6,25,000.00,

[illegible]

11/14 Check \$ 1,147.62

Giese CFB 1727



1000 Blue Ridge Blvd.
P.O. Box 1097
Walhalla, S.C. 29681
(864) 834-2100

1800 Bender Rd.
P.O. Box 409
Spartanburg, S.C. 29676
(864) 834-2578

4002 Chatham Blvd.
P.O. Box 8108
Anderson, S.C. 29625
(864) 224-2443

209 East Main St.
P.O. Box 247
Walhalla, S.C. 29681
(864) 834-1029

000.00007 03
ACCOUNT:
DOCUMENTS:

1101 East Main St.
P.O. Box 1000
Walhalla, S.C. 29681
(864) 834-8884

640 Hwy. 123 Bypass
P.O. Box 409
Spartanburg, S.C. 29676
(864) 834-0208

PAGE: 12/31/2007

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST
COLUMBIA SC. 29205

30-0
1
3

PLEASE VISIT OUR NEW OFFICE NOW OPEN AT 2007 EAST GREENVILLE ST.
ANDERSON, SC. (ACROSS FROM ANMED HEALTH CAMPUS ON HIGHWAY 81).
PHONE: (864) 224-0178.

PERFORMANCE INVESTMENT ACCOUNT 1950

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			11/30/07	296,597.54
INVESTMENT COUNTER WITHDRAWAL	1,146.98		12/12/07	295,440.56
INVESTMENT COUNTER WITHDRAWAL	173.02		12/17/07	295,267.54
DEPOSIT		136,829.58	12/18/07	432,097.12
MISCELLANEOUS DEBIT	40,000.00		12/18/07	392,097.12
TAX	310,510.75		12/31/07	81,586.37
INTEREST		1,215.23	12/31/07	82,801.60
BALANCE THIS STATEMENT			12/31/07	82,801.60
TOTAL CREDITS (2)	138,044.81			325,062.98
TOTAL DEBITS (4)	351,830.75			329,476.84
				AVG AVAILABLE BALANCE
				AVERAGE BALANCE

INTEREST

AVERAGE LEDGER BALANCE	329,476.84	INTEREST EARNED	1,215.23
AVERAGE AVAILABLE BALANCE	325,062.98	DAYS IN PERIOD	31
INTEREST PAID THIS PERIOD	1,215.23	ANNUAL PERCENTAGE YIELD EARNED	4.49%
INTEREST PAID 2007	14,215.40		

CONTINUED

Giese-CFB 1728

NOTICE SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Exhibit 5

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700528

BEFORE YOU START.

[illegible]

1. Automatic loan payments.
2. Automatic savings transfers.
3. Service charges.
4. Debit memos.
5. Other automatic deductions and payments.

STICARD AGREE WITH YOUR REGISTERED
BALANCE AFTER DEDUCTING SERVICE CHARGE
IF ANY SHOWN ON THIS STATEMENT.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Glebe-CFB 1732

DEBIT - DEBIT TRANSACTION FORM		CREDIT - CREDIT TRANSACTION FORM	
NAME: <i>AS NORT</i> ACCOUNT: <i>1245000</i> DATE: <i>01/07</i> AMOUNT: <i>12,400.00</i> CHECK: <i>1245000</i> CASH: <i>1245000</i> CREDIT: <i>1245000</i>		NAME: <i>AS NORT</i> ACCOUNT: <i>1245000</i> DATE: <i>01/18</i> AMOUNT: <i>5,433.76</i> CHECK: <i>1245000</i> CASH: <i>1245000</i> CREDIT: <i>1245000</i>	
01/07 Deposit \$ 12,400.00		01/18 Deposit \$ 5,433.76	

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

Grease-CFB 1734



000 00007
ACCOUNT:
DOCUMENTS:

1950

PAGE: 1
07/31/2007

1848 Blue Ridge Blvd.
P.O. Box 1007
Walhalla, S.C. 29681
(864) 832-2100

1000 Sandhill Blvd.
P.O. Box 430
Spartanburg, S.C. 29576
(864) 832-2676

3002 Clarendon Blvd.
P.O. Box 5106
Anderson, S.C. 29621
(864) 222-2440

208 East Main St.
P.O. Box 247
Williamston, S.C. 29687
(864) 647-5109

1101 East Main St.
P.O. Box 1030
Wauwatam, S.C. 29583
(864) 647-2654

448 Hwy 123 By Pass
P.O. Box 459
Spartanburg, S.C. 29576
(864) 832-0200

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST

COLUMBIA SC 29205

30-0
1
1

* SHOULD YOU BE A BORROWER, COBORROWER, OR GUARANTOR ON A CONSUMER
* PURPOSE LOAN WITH COMMUNITY FIRST BANK, WE MAY REPORT INFORMATION
* ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS,
* OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT
* BUREAU REPORT.

***** NOTIFICATION OF CHANGE IN TERMS *****

* ON JUNE 15, 2007, THE FOLLOWING FEES WILL TAKE EFFECT:
* \$30.00 PER ITEM FEE FOR RETURNING OVERDRAFTS
* \$30.00 PER ITEM FEE FOR PAYING OVERDRAFTS
* \$30.00 PER ITEM FOR STOP PAYMENT CALL ITEMS, CHECKS, ACH PAYMENTS)

PERFORMANCE INVESTMT ACCOUNT 1950

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			06/29/07	1172,450.39
MISCELLANEOUS DEBIT	500,000.00		07/12/07	672,450.39
FUNDS TRANSFER		4,294.92	07/16/07	676,745.31
INTEREST		3,697.08	07/31/07	680,442.39
BALANCE THIS STATEMENT			07/31/07	680,442.39
TOTAL CREDITS (2)		7,992.00		
TOTAL DEBITS (1)	500,000.00			
		AVG AVAILABLE BALANCE		862,097.85
		AVERAGE BALANCE		862,097.85

===== I N T E R E S T =====
AVERAGE LEDGER BALANCE: 862,097.85 INTEREST EARNED: 3,697.08
AVERAGE AVAILABLE BALANCE: 862,097.85 DAYS IN PERIOD: 32
INTEREST PAID THIS PERIOD: 3,697.08 ANNUAL PERCENTAGE YIELD EARNED: 5.00%
INTEREST PAID 2007: 4,323.89

C O N T I N U E D

Gleco-CFB 1418

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

ELECTRONICALLY FILED: 2016 Dec 09 11:22 AM OCONEE COMMON PLEAS CASE#2014CP3700326

Account Agreement

Date: June 22, 2007

Community First Bank, member FDIC
449 Hwy 123 By-Pass
Spartanburg, SC 29678
(864) 886-0206

Rep: LR

IMPORTANT ACCOUNT OPENING INFORMATION: Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

Enter Non-Individual Owner information on page 2. There is additional Owner/Signer information space on page 2.

Name	DEBI BAKER BROOKSHIRE TRUST
Relationship to Account (Owner and/or Signer, etc.)	
Address	1707 DEVINE ST. COLUMBIA, SC 29203
Mailing Address (if different)	
Home Phone	(803) 790-7440
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Gov't issued Photo ID, Type, Number, State, Issue Date, Exp. Date	DL# 1, SC, 80, 09/06/2006 Exp. 08/04/2011
Other ID (Description, Details)	Issued: Exp:
Employer's Name & Address	
Previous	
Name	
Relationship to Account (Owner and/or Signer, etc.)	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Gov't issued Photo ID, Type, Number, State, Issue Date, Exp. Date	
Other ID (Description, Details)	
Employer's Name & Address	
Previous	
Name	

Internal Use	
DEBI BAKER BROOKSHIRE TRUST DEBI BAKER BROOKSHIRE TRUST 1707 DEVINE ST COLUMBIA, SC 29203	
The specified ownership will remain the same for all accounts:	
☐ Individual	☐ Corporation - For Profit
☐ Joint with Survivorship (not as tenants in common)	☐ Corporation - Nonprofit
☐ Joint with No Survivorship (as tenants in common)	☐ Partnership
☐ Trust - Separate Agreement Dated:	☐ Sole Proprietorship
☒ Trust - Accounts	☐ Limited Liability Company
(Check appropriate ownership above.)	
☐ Revocable Trust	☐ Pay-On-Death (POD)
(Check appropriate beneficiary designation above.)	

☐ If checked, this is a temporary account agreement.

Number of signatures required for withdrawal: 1

The undersigned authorize the financial institution to investigate credit and employment history and obtain reports from consumer reporting agencies, on them as individuals. Except as otherwise provided by law or other documents, each of the undersigned is authorized to make withdrawals from the account(s), provided the required number of signatures indicated above is satisfied. The undersigned personally and as, or on behalf of, the account owner(s) agree to the terms of, and acknowledge receipt of, this document and the following:

☒ Terms and Conditions	☐ Privacy
☒ Electronic Fund Transfers	☐ Truth in Savings
☒ Substitute Checks	☐ Funds Availability
☒ Common Features	☐

[x] *Debi Baker Brookshire*
DEBI BAKER BROOKSHIRE TRUST

[x] *LR*

[x]

[x]

CFB002357

TERMS AND CONDITIONS OF YOUR ACCOUNT

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully. If you sign the signature card or open or continue to have your account with us, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws and the laws of the state of South Carolina (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from the account balance as occurred. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next following business day that we are open.

WITHDRAWALS - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs in the space designated for signatures on the signature card may withdraw or transfer all or

any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person signing the signature card to endorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts for which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D. Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation. If any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. **Individual Account** - is an account in the name of one person. **Joint Account - With Survivorship (And Not As Tenants In Common)** - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common. **Joint Account - No Survivorship (As Tenants In Common)** - is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal. **Revocable Trust or Pay-On-Death Account** - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

BUSINESS ACCOUNTS - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the legal entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the legal entity.

Community First Bank, member FDIC
Seneca, SC 29678

ADDENDUM: This account agreement addendum is incorporated into and made a part of the accompanying account agreement for all poses.

I BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST
COLUMBIA, SC 29205

Account Agreement Dated:

06/22/07

Additional Terms and Conditions of Your Account:
PAYMENT ORDER OF ITEMS: The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. When processing items drawn on your account, our policy is to pay them according to the dollar amount. We pay the smallest items first. The order in which items are paid is important if there is not enough money in your account to pay all the items that are presented. Our payment policy minimizes the number of items that may result in an overdraft or NSF fee. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amount of the overdraft and NSF fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - O'CONNOR COMMON PLEAS - CASE#2014CP3700526

CFB002361

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF OCONEE

DEBI BAKER BROOKSHIRE

Plaintiff,

vs.

CASE NO. 2014-CP-37-529

COMMUNITY FIRST BANK, INC. and
BENJAMIN LEE HIOTT,

Defendants.

DEPOSITION OF: JAMES W. TABOR

DATE: August 18, 2016

TIME: 9:33 AM

LOCATION: Law Offices of
Haynsworth Sinkler Boyd, PA
1201 Main Street, 22nd Floor
Columbia, SC

TAKEN BY: Counsel for the Defendants

REPORTED BY: TERRI L. BRUSSEAU, RPR, CRR

A. WILLIAM ROBERTS, JR., & ASSOCIATES

Fast, Accurate & Friendly

Charleston, SC (843) 722-8414	Hilton Head, SC (843) 785-3263	Myrtle Beach, SC (843) 839-3376
Columbia, SC (803) 731-5224	Greenville, SC (864) 234-7030	Charlotte, NC (704) 573-3919

ELECTRONICALLY FILED 2016 Dec 09 11:22 AM OCONEE COMMON PLEAS CASE#2014CP3700526

1 she needed me to try and locate somebody. I can't
2 even remember the young man's name now who she
3 believed had been involved in taking some jewelry
4 and some other personal items that she had. Logan
5 Fox was his -- I believe that was the name he was
6 going by but that wasn't his original name, he had
7 had his name changed.

8 Q. Might it have been Ken Williams or
9 something --

10 A. No.

11 Q. -- like that?

12 A. No.

13 Q. Brandon Cox?

14 A. No, Brandon Cox was his -- one of his
15 significant others.

16 Q. Okay.

17 A. And I tracked this young man's
18 grandmother down and found out where he was at and
19 he was supposed to have his team as he referred to
20 them meet with me but he never did about the
21 jewelry but -- you know, he said that they had
22 taken her jewelry and most of it was gone.

23 Q. Okay. And to the best of your
24 recollection this was sometime around 2012?

25 A. Yeah, that's -- that is close as I can.

1 documents from Debi. It may have been like a
2 single letter or something that she said, here,
3 here, take this. As far as going and getting boxes
4 of records, no, I think any records that I got Debi
5 pretty much brought to me.

6 BY MS. BLACK:

7 Q. Okay. Did she come up to Columbia and
8 give them to you in Columbia?

9 A. Yeah.

10 Q. Okay. So she didn't like hand you a
11 box of documents and say, here, go find whatever
12 you need, is that --

13 A. Oh, yeah. I mean, that was, in
14 essence -- the boxes that she gave me --

15 Q. Oh.

16 A. -- it might have bank records in it, it
17 might have things about the children in it, it may
18 have personal letters in it.

19 Q. Okay. So did you yourself go sift
20 through those boxes?

21 A. Yeah, I would have.

22 Q. Okay. How many boxes did she bring to
23 you?

24 A. I remember it was two boxes and
25 probably a plastic file folder that she had. A lot

1 Q. Okay. And if you turn to the next
2 page --

3 A. Um-hum.

4 Q. -- that says Giese-CFB 1418, is this a
5 document you got from Miss Brookshire?

6 A. It is.

7 Q. Okay. When did you get this document?

8 A. I have no idea. I -- it was probably
9 I'm going to say sometime in -- just based on
10 this -- Exhibit Number 2. I'm going to say it was
11 sometime in 2012 --

12 Q. Okay.

13 A. -- when I got this.

14 Q. Okay. Did you -- did she hand this
15 document to you or was it in one of the boxes she
16 brought?

17 A. This -- it was -- they were in the
18 boxes but I think she gave me the top copy.

19 Q. And by top copy are you referring to --

20 A. Of --

21 Q. -- 1417?

22 A. 1417. I'm sorry.

23 Q. Okay. Okay.

24 A. I think she showed me that copy, you
25 know, without any other copies at some point in

1. Q. Okay. What did you do with the
2. materials that Miss Brookshire gave to you?

3. A. Made them into that spreadsheet, an
4. Excel spreadsheet.

5. Q. Okay. Did you wind up giving those
6. documents to the Giese Law Firm at some point?

7. A. Um-hum. I did.

8. Q. Okay. Mr. Tabor, I've handed you a
9. document that has the Bates Number S -- Sgobbo
10. 00027 at the bottom.

11. A. Um-hum.

12. Q. Is this a document you've seen before?

13. A. If it is --

14. Q. I'll represent to you we did not get
15. this from the Giese Law Firm.

16. A. Sgobbo it looks like probably.

17. Q. Yeah, we -- we did, we got it from him
18. and I didn't know if this is something you'd seen
19. before.

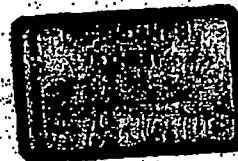
20. A. I see the name JW Hunt. I've never
21. seen the name JW Hunt on anything that I can
22. remember because I know Jim Hunt if that's Jim
23. Hunt.

24. Q. Okay. Well, I won't mark it but wanted
25. to see if you would recognize it and that's --

Statement Community First

Deposit-6/29/07 \$1,172,450.39

Miscellaneous Debit-7/12/07 \$500,000.00



Case- CFB 1416



000 00007
ACCOUNT:
DOCUMENTS:
1950
PAGE: 1
07/31/2007

2000 Main Street, P.O. Box 1000, Wadesboro, N.C. 28597 (252) 632-7100
1000 Main Street, P.O. Box 1000, Wadesboro, N.C. 28597 (252) 632-7100
4000 Main Street, P.O. Box 1000, Wadesboro, N.C. 28597 (252) 632-7100
5000 Main Street, P.O. Box 1000, Wadesboro, N.C. 28597 (252) 632-7100
6000 Main Street, P.O. Box 1000, Wadesboro, N.C. 28597 (252) 632-7100
7000 Main Street, P.O. Box 1000, Wadesboro, N.C. 28597 (252) 632-7100
8000 Main Street, P.O. Box 1000, Wadesboro, N.C. 28597 (252) 632-7100
9000 Main Street, P.O. Box 1000, Wadesboro, N.C. 28597 (252) 632-7100

DEBI BAKER, BROOKSHIRE TRUST,
DEBI BAKER, BROOKSHIRE TRUSTEE
1707 DEVINE ST
COLUMBIA, SC 29205

30-0
1
1

* SHOULD YOU BE A BORROWER, COBORROWER, OR GUARANTOR ON A CONSUMER
* PURPOSE LOAN WITH COMMUNITY FIRST BANK, WE MAY REPORT INFORMATION
* ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS,
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* \$30.00 PER ITEM FOR STOP PAYMENT (ALL ITEMS, CHECKS, ACH PAYMENTS)

PERFORMANCE INVESTMT ACCOUNT 1950

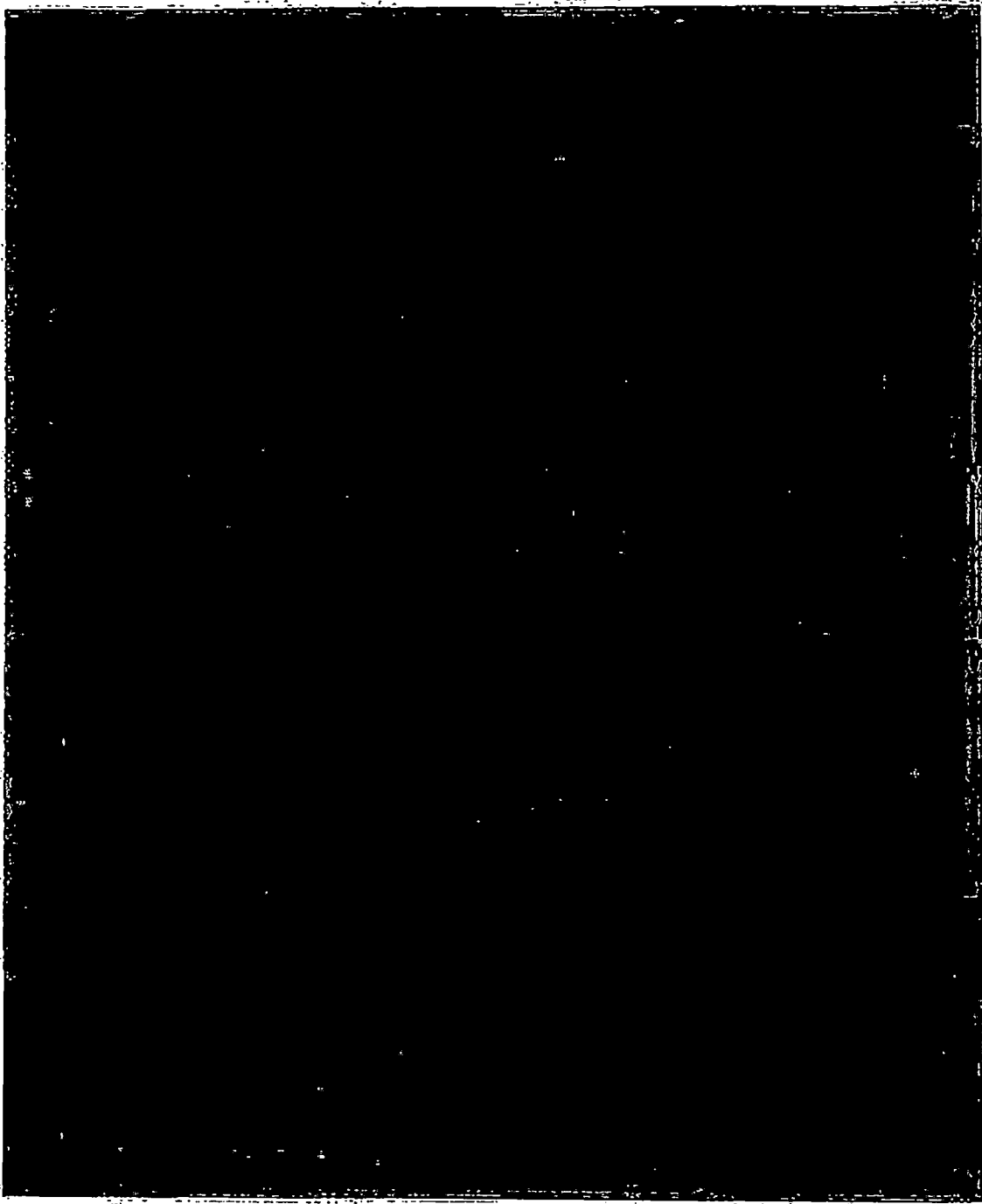
DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
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TOTAL DEBITS (1)	500,000.00	AVERAGE BALANCE		862,097.85

***** I N T E R E S T *****
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AVERAGE AVAILABLE BALANCE: 862,097.85 DAYS IN PERIOD: 32
INTEREST PAID THIS PERIOD: 3,697.08 ANNUAL PERCENTAGE YIELD EARNED: 5.00%
INTEREST PAID 2007: 4,323.89
***** C O N T I N U E D *****

Giese-CPB 1418

NOTICE OF REVERSE SIDE FOR IMPORTANT INFORMATION

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Glenn CFB 1420



ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

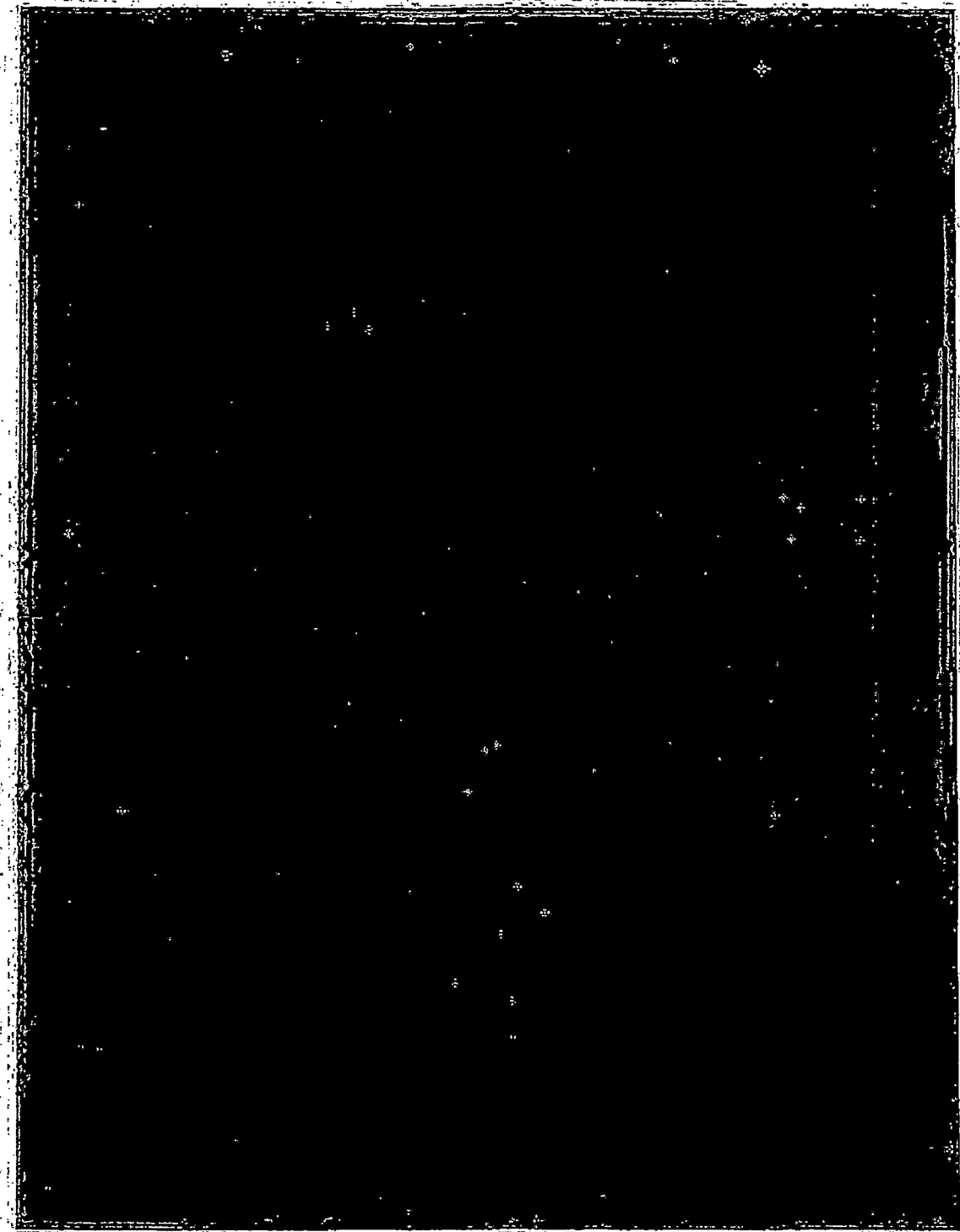


Glasc CFB 1422

Letter August 28, 2010
From: Kathleen M. McDaniel
To: Debi Baker-Brookshire
Re: Conflict Waiver

Glenn CTB 1424

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - O'CONNOR - COMMON PLEAS - CASE#2014CP3700526



Glenn CFB 1426



COMMUNITY FIRST
BANK

FDIC

3908 Blue Ridge Blvd.
P.O. Box 1207
Walhalla, S.C. 29687
(864) 638-2109

1600 Bonforte Blvd.
P.O. Box 691
Seneca, S.C. 29179
(864) 652-2576

4000 Clematis Blvd.
P.O. Box 1128
Anderson, S.C. 29622
(864) 222-2440

308 East Main St.
P.O. Box 247
Kershaw, S.C. 29557
(804) 947-5100

000.00807 03
ACCOUNT:
DOCUMENTS:

1101 East Main St.
P.O. Box 1050
Westminster, S.C. 29683
(804) 947-8434

429 Hwy. 123 By-Pass
P.O. Box 444
Seneca, S.C. 29179
(864) 652-0008

PAGE: 1
11/30/2007
10

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST
COLUMBIA SC 29205

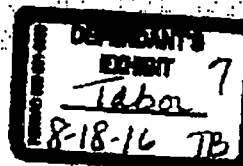
30-D
4
6

* PLEASE VISIT OUR NEW OFFICE NOW OPEN AT 2007 EAST GREENVILLE ST. *
* ANDERSON, SC. (ACROSS FROM ANMED HEALTH CAMPUS ON HIGHWAY 81) *
* PHONE (864) 224-0178. *

PERFORMANCE INVESTMT ACCOUNT 1950

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			10/31/07	398,925.25
DEPOSIT		88,527.85	11/02/07	487,453.10
DEPOSIT		11,066.72	11/05/07	498,519.82
TRF TO 100252360	2,500.00		11/09/07	496,019.82
TRF TO 500213457	2,500.00		11/14/07	493,519.82
INVESTMENT COUNTER WITHDRAWAL			11/14/07	482,284.31
INVESTMENT COUNTER WITHDRAWAL	11,235.51		11/14/07	467,284.31
CHECK	15,000.00		11/14/07	466,136.70
DEPOSIT	1,147.61		11/14/07	465,570.46
DEPOSIT		5,433.76	11/19/07	471,570.46
MISCELLANEOUS DEBIT		25,000.00	11/19/07	496,570.46
MISCELLANEOUS DEBIT	748.48		11/19/07	495,821.98
MISCELLANEOUS DEBIT	888.68		11/19/07	494,933.30
MISCELLANEOUS DEBIT	200,000.00		11/28/07	294,933.30
INTEREST		1,654.24	11/30/07	296,587.54
BALANCE THIS STATEMENT			11/30/07	296,587.54
TOTAL CREDITS (5)		131,682.57	AVG AVAILABLE BALANCE	456,608.73
TOTAL DEBITS (8)		234,020.28	AVERAGE BALANCE	466,844.86

*** CONTINUED ***



Giese-CFB 1724

NOTES: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

000 00007 03

ACCOUNT:

DOCUMENTS:

PAGE: 2

1950 11/30/2007

10

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT 1950

INTEREST

AVERAGE LEDGER BALANCE:	466,844.86	INTEREST EARNED:	1,654.24
AVERAGE AVAILABLE BALANCE:	456,608.73	DAYS IN PERIOD:	30
INTEREST PAID THIS PERIOD:	1,654.24	ANNUAL PERCENTAGE YIELD EARNED:	4.50%
INTEREST PAID 2007:	13,006.17		

ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

Gless-CFB 1726

EXHIBIT 28

THIS FORM IS PROVIDED TO HELP YOU BALANCE
YOUR STATEMENT

WINDT & HALE (1917) 2.
NOTED: 1917 2. 1. 1917

BEFORE YOU START.

[illegible]

PLEASE BE SURE YOU HAVE ENTERED IN YOUR REGISTER ALL AUTOMATIC TRANSFERS SHOWN ON THE FRONT OF YOUR STATEMENT.

WE SHOULD HAVE ADDED
IF ANY OCCURRED:

YOU SHOULD HAVE SUB-
TRACTED IF ANY OCCURRED.

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

1. Automatic loan payments
2. Automatic savings transfers
3. Service charges
4. Debit charges
5. Other automatic deductions and payments

H. L. JOESHOA
ON THE STATEMENT

432

DEPOSITS NOT SHOWN
ON THIS STATEMENT
EX-117

Table 1

SLIP:ACT.

ST. FRANCIS
LIT. TRAINING

AL YCF

STIM. 1. AGREE WITH YOUR REGISTER
9. CHANGE 1-5 IN 1 SOURCE IN SERVICE CHARGE
10. 1-10 1-10 1-10 ON THIS STATEMENT

Telephone or write to U.S. Bank, 1000 Pennsylvania Avenue, N.W., Washington, D.C. 20004, for more information about U.S. Bank's money order service. Money orders are good for 90 days from the date they are issued. If you need more information about U.S. Bank's money order service, please call 1-800-551-1234 or write to U.S. Bank, 1000 Pennsylvania Avenue, N.W., Washington, D.C. 20004.

- 11) Tell us how you are using this information. (If you are using it for a specific purpose, please describe it.)

We will invest in your plan, in the amount you specify, up to the amount you specify. If you specify an amount greater than the amount you think is in error, we will invest in your plan, in the amount you specify. If you specify an amount less than the amount you think is in error, we will invest in your plan, in the amount you specify.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE

There is a summary of our rights, a full response to a billing error, and a copy of the Federal Fair Credit Billing Act will be sent to you both upon request and in

Your Demand Deposit Loan Account will have the same interest rate as Demand Deposit Accounts. Any charges for your checking accounts will be made to the Demand Deposit Account and the available loan limits will be the same as for Demand Deposit Accounts. Demand Deposit Accounts are not operated in conjunction with Demand Deposit Loan Accounts. The following information also applies to all accounts held at the Bank of Montreal Credit Union in Australia, irrespective of the type of account.

IN CASE OF ERRORS OR DISCREPANCIES, CONTACT YOUR LOCAL

[illegible]

- 1) Your name and no. on page 1
2) The dollar amount of the deposit, if any
3) Describe the error in this case. If you are unsure of the error, or if you are not sure of the error, describe the item you are unsure about.

You do not have to pay any money in your bill. We will not "ship" you, but you may wish to pay for the parts of your bill that are not in question. While we in "judges" your question, we cannot "pay" for the "ship" on to collect the amount of your bill.

We figure a portion of the "Daily Balance" on the "Daily Balance" of your account for the following cycle. To get the "Daily Balance" we take the "Daily Balance" of your account and subtract any new payments or credits and add any new debits or charges. This gives us the "Daily Balance".

The minimum price charged per unit is \$0.0001. The maximum charge per unit is \$0.0001. The minimum charge per unit is \$0.0001. The maximum charge per unit is \$0.0001. The minimum charge per unit is \$0.0001. The maximum charge per unit is \$0.0001.

Send payments to Indus-Swiss Bank, Ltd., 1000 Lakeside Drive, San Francisco, CA 94109.

NOTE: Payments are based upon a 30-day month. If a payment is not received by the 30th day of the month, the balance will be carried over to the next month and the payment will be due on the 30th day of the next month.

Giese-CFB 1729



3085 Blue Ridge Blvd.
P.O. Box 1027
Greenville, S.C. 29601
(864) 636-4108

1400 Center Blvd.
P.O. Box 489
Spartanburg, S.C. 29403
(864) 583-2575

4002 Clemson Blvd.
P.O. Box 5126
Anderson, S.C. 29621
(864) 222-2442

308 East Main St.
P.O. Box 247
Williamston, S.C. 29387
(864) 647-4108

000 00007 03
ACCOUNT:
DOCUMENTS:

1105 East Main St.
P.O. Box 1030
Waynesboro, S.C. 29883
(864) 947-4108

1950
7

PAGE: 1
01/31/2008

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST

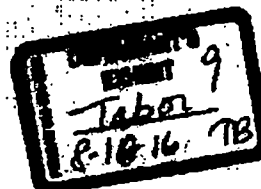
COLUMBIA SC 29205

30-0
2
5

* PLEASE VISIT OUR NEW OFFICE NOW OPEN AT 2007 EAST GREENVILLE ST, *
* ANDERSON, SC. (ACROSS FROM ANMED HEALTH CAMPUS ON HIGHWAY 81). *
* PHONE (864) 224-0178. *

PERFORMANCE INVESTMT ACCOUNT 1950

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			12/31/07	82,801.80
DEPOSIT		12,400.00	01/07/08	95,201.80
TAX		310,510.75	01/07/08	405,712.35
INVESTMENT COUNTER WITHDRAWAL	20,000.00		01/14/08	385,712.35
MISCELLANEOUS DEBIT	850.00		01/16/08	384,862.35
MISCELLANEOUS DEBIT	1,525.00		01/16/08	383,337.35
INVESTMENT COUNTER WITHDRAWAL	5,000.00		01/17/08	378,337.35
DEPOSIT		5,433.76	01/18/08	383,771.11
INVESTMENT COUNTER WITHDRAWAL	4,275.16		01/23/08	379,495.95
INTEREST		1,218.06	01/31/08	380,714.01
BALANCE THIS STATEMENT			01/31/08	380,714.01
TOTAL CREDITS (4)	329,562.57			328,067.08
TOTAL DEBITS (5)	31,650.16			329,168.21
*** CONTINUED ***				



Giese-CFB 1731

NOTICE: SEE REVERSE SIDE FOR

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

000 00007 03
ACCOUNT:
DOCUMENTS:1950
7PAGE: 2
01/31/2008

DEBI BAKER BROOKSHIRE TRUST

=====

PERFORMANCE INVESTMT ACCOUNT 1950

=====

----- I N T E R E S T -----

AVERAGE LEDGER BALANCE:	329,168.21	INTEREST EARNED:	1,218.06
AVERAGE AVAILABLE BALANCE:	328,057.08	DAYS IN PERIOD:	31
INTEREST PAID THIS PERIOD:	1,218.06	ANNUAL PERCENTAGE YIELD EARNED:	4.46%
INTEREST PAID 2008:	1,218.06		
INTEREST PAID 2007:	14,215.40		

----- ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES -----

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

Gless-CFB 1733

EXHIBIT 30

EXHIBIT 31

IN ACCOUNT WITH
COMMUNITY FIRST BANK
P.O. BOX 1097
WALHALLA, S.C. 29691

AUDIT CONFIRMATION

AS PART OF A REGULAR AND ROUTINE AUDIT WE ASK THAT YOU
COMPARE THE INFORMATION SHOWN ON THIS STATEMENT WITH
YOUR RECORDS. PLEASE REPORT ANY DISCREPANCY BY US
THE REVERSE SIDE OF THIS FORM AND RETURNING IN THE
ENCLOSED ENVELOPE.

PORTFOLIO NUMBER: 1934

ACCOUNT TYPE: PERFORMANCE INVESTMENT IF THIS INFORMATION AGREES WITH YOUR
ACCOUNT NUMBER: 1950 RECORD NO. REPLY IS NECESSARY
BALANCE LAST STMT: 296,587.54
DATE LAST STATEMENT: 11/30/07

DEBI. BAKER BROOKSHIRE TRUST
DEBI. BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST
COLUMBIA SC 29208

J.H. RUNT AND COMPANY, LLP
P.O. BOX 288
COLUMBIA SC 29201

REFERENCE: 100033

DATE: 11/30/07 REFERENCE: 100033

PAGE: 01

ACCOUNT TYPE	PERFORMANCE INVESTMENT
ACCOUNT NUMBER	1950
CURRENT BALANCE	392,097.12
DATE LAST STATEMENT	11/30/07
BALANCE LAST STATEMENT	296,587.54
DATE LAST DEPOSIT	12/18/07
AMOUNT LAST DEPOSIT	136,829.58
DATE LAST CHECK	12/17/07
AMOUNT LAST CHECK	173.02
DATE LAST INTEREST	11/30/07
AMOUNT LAST INTEREST	1,684.24
INTEREST PAID THIS YEAR	13,000.17

THIS CURRENT BALANCE INCLUDES SERVICE CHARGES AND/OR
INTEREST THROUGH 12/26/07



8GOBB000027

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - COCONEE - COMMON PLEAS - CASE#2014CP3700526

STATE OF SOUTH CAROLINA)

COURT OF COMMON PLEAS

COUNTY OF OCONEE)

Case No. 2014-CP-37-526

Debi Baker Brookshire)

Plaintiff,)

v.)

Community First Bank, Inc. and)
Benjamin Lee Hiott,)

Defendants.)

PLAINTIFF'S SUPPLEMENTAL RESPONSES TO
DEFENDANT COMMUNITY FIRST BANK, INC.'S
THIRD SET OF INTERROGATORIES

TO: ELIZABETH BLACK, ATTORNEY FOR THE DEFENDANT:

Pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, Plaintiff Debi Baker Brookshire, by and through the undersigned counsel, does hereby respond to the Interrogatories of the Defendant, Community First Bank, Inc. as follows:

GENERAL OBJECTIONS

A. Plaintiff objects to these interrogatories to the extent that they call for information and material that is protected from disclosure by the attorney/client privilege, the work product doctrine, trade secrecy, or any other applicable privilege law or rule.

B. Plaintiff's responses to these interrogatories do not constitute an admission or acknowledgment that any such information is relevant to any issue in the litigation between the parties or that such document or documents referenced by any response is responsive to any request.

C. Plaintiff objects to these interrogatories to the extent that they attempt, whether individually or collectively, to impose a burden on Defendant that exceeds the requirements of the South Carolina Rules of Civil Procedure.

2. Describe in complete narrative detail when, from whom, and where you first received the original documents produced by you in copy form at Giese-CFB 1418 (within a document beginning at Giese-CFB 1416), Giese-CFB 1724-1727, Giese-CFB 1728-1729, and Giese-CFB 1731-1734, and further describe in complete narrative detail who had possession and when such person had possession of the original documents at these bates numbers from the time of receipt by you until their production in this litigation on February 8, 2016. Identify all the documents that support or relate to this answer.

RESPONSE: Plaintiff was asked this question in her deposition. Specifically, counsel asked, "Do you remember where these came from?" Plaintiff answered, "I remember we got some from Kathleen McDaniel, but I can't tell you that they were all of them. I do not know. I might need to ask my husband. He might know a little bit more about that because he's the one that found..." As testified in her deposition, Plaintiff does not know when, from whom, or where she first received the original documents.

SUPPLEMENTAL RESPONSE: As reflected in Mr. Tabor's deposition, he was not asked to look into the \$500,000 withdrawal until late 2012. He did so as reflected by his fax and phone call with Carol Wilson. After being unable to get a response, Mr. Tabor and Mrs. Brookshire enlisted the help of The Giese Law Firm, LLC. In March of 2013, a letter was sent from The Giese Law Firm, LLC to Benjamin Lee Hiott, Frederick Shepherd, Jr., James McCoy and Carol Wilson requesting a copy of Mrs. Brookshire's entire file and a full accounting. The Giese Law Firm would have received some of Mrs. Brookshire's documents through Mr. Tabor by this time, but not before the beginning of 2013. Thereafter, the rest of the documents would have been provided to The Giese Law Firm.

3. Describe in complete narrative detail when, from whom, and where you first received the original document produced by Michael Sgobbo, Esq. in copy form at Sgobbo00027 (see Exhibit A to CFB's Third Requests for Admission dated May 12, 2016), and further describe in complete narrative detail who had possession and when such person had possession of the original document at that bates number from the time of receipt by you until its production in this litigation on May 6, 2016. Identify all documents that support or relate to this answer.

RESPONSE: Plaintiff admits that she received document labeled Sgobbo00027, but cannot identify the date that this document came into her possession. Moreover, this

EXHIBIT 32

Rule 1006, SCRE Summary of Deposits Into Account from Baker and Baker
 (Exhibit 32 to Community First's Memorandum in Support of its Motion for Summary Judgment)

A	B	C
1. Date	Deposit Amount	Source References
42. 9/15/2009	\$5,433.76	CFB002483
43. 9/23/2009	\$440.00	CFB002483; CFB002485 (Murfreesboro Shopping Center)
44. 10/15/2009	\$5,433.76	CFB002486
45. 10/22/2009	\$7,000.00	CFB002486; CFB002488
46. 11/13/2009	\$5,433.76	CFB002489
47. 12/14/2009	\$115,560.00	CFB002493
48. 12/15/2009	\$5,433.76	CFB002493
49. 1/15/2010	\$5,433.76	CFB002496
50. 2/16/2010	\$5,433.76	CFB002499
51. 3/15/2010	\$5,433.76	CFB002503
52. 4/9/2010	\$30,240.00	CFB002508
53. 4/15/2010	\$5,433.76	CFB002508
54. 5/13/2010	\$15,000.00	CFB002511; CFB002513
55. 5/14/2010	\$5,433.76	CFB002511
56. 6/8/2010	\$52,641.93	CFB002515
57. 6/15/2010	\$5,433.76	CFB002515
58. 7/15/2010	\$5,433.76	CFB002518
59. TOTAL	\$1,307,706.43	

ELECTRONICALLY FILED: 2016 Dec 08 11:22 AM O'CONNOR, COMMON PLEAS CASE#2014CP3700526

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STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

COURT OF COMMON PLEAS

DEBI BAKER BROOKSHIRE,

Plaintiff,

vs.

CASE NO. 2014-CP-37-529

COMMUNITY FIRST BANK, INC., and
BENJAMIN LEE HIOTT,

Defendants.

DEPOSITION OF: KATHLEEN M. MCDANIEL

DATE: August 2, 2016

TIME: 9:34 AM

LOCATION: Haynsworth Sinkler Boyd,
1201 Main Street,
24th Floor,
Columbia, SC

TAKEN BY: Counsel for the Defendant,
Community First Bank

REPORTED BY: AMY R. COPE,
Court Reporter

A. WILLIAM ROBERTS, JR., & ASSOCIATES

Fast, Accurate & Friendly

Charleston, SC (843) 722-8414	Hilton Head, SC (843) 785-3263	Columbia, SC (803) 731-5224
Greenville, SC (864) 234-7030	Myrtle Beach, SC (843) 839-3376	Charlotte, NC (704) 573-3919

ELECTRONICALLY FILED: 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

1 representation?

2 A. Yes.

3 Q. And then it appears to be on the for
4 line it says, retainer, I believe?

5 A. Uh-huh, yes..

6 Q. So would that indicate to you that
7 August of 2010 is about the month that you started
8 representing Ms. Brookshire?

9 A. That seems approximately correct..

10 Q. Have you represented Ms. Brookshire
11 prior to August of 2010, you personally done any
12 work for her?

13 A. No.

14 Q. Okay. Had you met Ms. Brookshire prior
15 to August of 2010?

16 A. No.

17 Q. To your knowledge, had your firm
18 represented Ms. Brookshire prior to August of 2010?

19 A. I don't believe so.

20 Q. Okay. And is it your understanding
21 that your firm had been adverse to Ms. Brookshire
22 at one point in the past, at least one point in the
23 past?

24 A. I think we may have been, yes.

25 Q. Probably prior to your coming on board.

1 from Mr. Hiott on November 4th, 2010?

2 A. That's correct, yes.

3 Q. Okay. In his letter to you, Mr. Hiott
4 states, and I'm reading at the beginning of the
5 second line: She should have received a statement
6 monthly on this account, correct?

7 A. Yes.

8 Q. Okay. So upon receipt of this letter,
9 you would have been aware that Mr. Hiott was saying
10 she should have received statements, is that fair
11 to say?

12 A. Yes.

13 Q. He states in the second paragraph: The
14 report you received shows the money transferred on
15 6/27/07 and the money that was sent out, shows the
16 payee as the benefit -- excuse me, beneficiary all
17 were to Debi Brookshire or her interest.

18 Did Mr. Hiott ever elaborate to you
19 about what her interests meant when he wrote that?

20 A. I don't remember.

21 Q. Okay. Did you have any contact with
22 Mr. Hiott specifically after receiving this letter?

23 A. Like I said, I think I did meet with
24 him and Jim Williams, but I don't remember
25 specifically any other contact.

1 A. I don't remember specifically. We did
2 receive some additional information, but I don't
3 remember specifically what it is.

4 (DFT. EXH. 8, Bank statements for Debi
5 Baker Brookshire, Bates stamped CTR 0199 through
6 0278, was marked for identification.)

7 BY MS. BLACK:

8 Q. Okay, Ms. McDaniel, I've handed you
9 what's been marked as Defendant's 10 --

10 A. I believe it's 8.

11 Q. Oh, 8, I'm sorry, it's my tab 10, thank
12 you for correcting me. This -- you're welcome to
13 check it if you want to, but it's CTR 0199 and goes
14 through CTR 0278. And these are documents produced
15 by your office in response to a subpoena, correct?

16 A. That's correct.

17 Q. So these came from your office's files?

18 A. Yes, uh-huh.

19 Q. Is this the information that you
20 received from Mr. Williams on behalf of
21 Community First Bank?

22 A. We got it from the bank. I don't
23 remember if it was from Mr. Williams or how we
24 obtained it, but it came to us.

25 Q. Okay. It came to you and somebody at

1 conversations with Mr. Williams about these
2 statements?

3 A. I don't remember.

4 Q. Okay. Were these statements given to
5 Ms. Brookshire?

6 A. I would expect that I shared them with
7 her, but I don't remember specifically doing that.

8 Q. And these were received by your office
9 while you were representing her, correct?

10 A. Yes.

11 (DFT, EXH. 9, Letter from
12 Kathleen McDaniel to Jim Williams, dated
13 February 8, 2011, Bates stamped CTR 0025, was
14 marked for identification.)

15 BY MS. BLACK:

16 Q. Okay. I'm going to mark this as
17 Exhibit 9. Ms. McDaniel, I've handed you
18 Defendant's Exhibit 9, which is a
19 February 8th, 2011 letter from you to Mr. Williams.
20 And that's your signature on the letter?

21 A. Yes.

22 Q. And did you write this letter?

23 A. I did.

24 Q. Okay. The first sentence references a
25 recent e-mail and voicemail message requesting a

1 1582, was marked for identification.)

2 BY MS. BLACK:

3 Q. Okay. I'm going to mark this as
4 Defendant's Exhibit 12. And at this meeting on
5 February 22nd, 2011, you received a check for
6 \$285,233.34; is that correct?

7 A. I don't remember the exact amount of
8 the check, but that is -- yes, it was approximately
9 that much and they did give me a check.

10 Q. Okay. And I think you're looking at
11 page Giese-CFB 1271 --

12 A. Uh-huh.

13 Q. -- is that the check that you received?

14 A. I wouldn't recognize the check.

15 Q. Okay. But you did get a check made out
16 to Debi Baker Brookshire?

17 A. Yes.

18 Q. And if you go to the first page of
19 Exhibit 12, is that your signature on the receipt?

20 A. Yes.

21 Q. So you picked that up and took it back
22 home to Columbia, right?

23 A. Yes, I did.

24 Q. What did you understand that amount of
25 money to represent?

EXHIBIT 34

1 motorhome. Do you you recall any other in-person
2 meetings with him?

3 A. I'm trying to think. When we finally
4 got some of statements, but it seems like he
5 brought more of the paperwork when he brought the
6 motorhome, because we'd been requesting paperwork
7 from him for months and months and it was always an
8 excuse.

9 Q. Okay. What was your understanding
10 of Mr. Hiott's relationship with Ms. Brookshire
11 back in 2010? Right around when the motorhome came
12 back?

13 A. She was totally put out with him.

14 Q. Who was put out with him?

15 A. Because he was stealing her money.

16 Q. Did she tell you that?

17 A. Yes.

18 Q. What did she -- did give any further
19 explanation of what he was --

20 A. Every time she's call me and say, "how
21 much have I got in the bank?" or I would call her
22 and I would say, "Debi, from the statement it looks
23 like -- because she would draw out a lot of cash
24 that I didn't know anything about.

25 And I would say, "I've got the

1 "that's it", and he was almost ugly. I can't tell
2 you the date, but I did have the conversation.

3 Q. Okay.

4 A. If we could get my phone records, I
5 might could.

6 Q. That's okay. What was Ms. Brookshire's
7 reaction to receiving \$200,000 in August of 2010?

8 A. She was violently upset, and you see
9 where her -- she went to this attorney.

10 Q. Okay. And --

11 A. She's -- like, with Mike Ty-

12 A. Ty?

13 Q. Yes, ma'am?

14 A. I couldn't remember the name coming
15 over here, but I told David she tried to do
16 something about this once before.

17 Q. Now, Ms. Hamiter, in February of 2011
18 Ms. Brookshire, through Ms. McDaniels, received a
19 check from Mr. Hiott from Community First for about
20 \$285,000. Do you recall that at all?

21 A. No.

22 Q. Okay.

23 A. Now, you're saying that Ken Hiott sent
24 her attorney a check for \$285?

25 Q. Yes, ma'am. In February of 2011. All

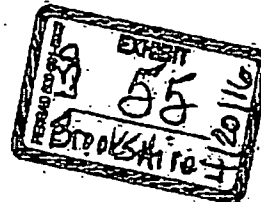
FILE COPY

Kathleen M. McDaniel - Attorney
803-404-8900
KathleenMcDaniel@callibontighe.com

CALLIBONTIGHE

September 21, 2010

Ben Hlott, Senior Vice President
Community First Bank
3685 Blue Ridge Blvd.
Walhalla, SC 29681



Re: Debi Baker-Brookshire financial matters
Our file number: 1343.001

Dear Mr. Hlott,

On August 23, 2010, you and I spoke by telephone regarding the trust account of Debi Baker-Brookshire. During that teleconference, I requested certain items of information and documentation from you, which you stated you would provide to me. Having reviewed some limited information received from you via facsimile on September 7, 2010, and discussed it with Ms. Baker-Brookshire, I have several concerns that I would like for you to address with you.

First of all, I requested that you provide me with a full accounting of Ms. Baker-Brookshire's trust account held at Community First Bank from the date of initial deposit through the current date. You provided me with what appears to be simply a listing of wire transfers out of Ms. Baker-Brookshire's account. There is no detail regarding the institution or account to which the wire was sent or the purpose of the wire. There is also no accounting of interest that the account earned or of any other transfers in or out other than wire transfers. Please provide me with a proper accounting of this account from the time it was created through the current date.

Obtaining this accounting is particularly important to getting a clear picture of the current state of Ms. Baker-Brookshire's finances. It is my understanding that on August 11, 2010, you transferred all of the cash remaining in the trust account, approximately \$200,000.00, to Ms. Baker-Brookshire's account at BB&T. I spoke yesterday with Ann Gel Hammiter, Ms. Baker-Brookshire's bookkeeper. Ms. Hammiter informs me that, when she last spoke to you about one month before the wire out to BB&T, you told her that there was approximately \$900,000 remaining in the trust account. There appears to be some serious inconsistencies in this information.

As this is an account held by your bank, I do not understand why Ms. Baker-Brookshire was not provided with monthly, quarterly, or at least annual statements of the account, if such.

CALLIBONTIGHE & ROBINSON, LLC | CALLIBONTIGHE.COM

1812 Lincoln Street, PO Box 1580, Columbia, South Carolina 29202
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ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - O'CONNOR - COMMON PLEAS - CASE#2014CP3700526

CFB002372

EXHIBIT 36

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

CheckQuest Web-Research: Print Statement

DOCUMENT#1

DEBI BRKE BROOKSHIRE TRUST

ITEMIZATION OF PAY PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE	.00	.00
NSF RETURNED ITEM FEE	.00	.00
OVERDRAFT FEES	.00	.00

<http://cq-server/CQASP/printstmt.asp?8stmt=0x0014f344&Lig=no>

11/18/2010

CTR 0200

CheckQuest Web-Research: Print Statement

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DOCUMENT#:

DEBI BAKER BROCKENBACH TRUST

STATEMENT OF INFORMATION OF NET PAID AND RETURNED ITEM FEES:

	THIS PERIOD	YEAR TO DATE
NET PAID ITEM FEES:	.00	.00
NET RETURNED ITEM FEES:	.00	.00
OVERDRAFT FEES:	.00	.00

<http://cq-server/CQASP/printstmt.asp?Stmnt=0x0015621c&Lrg=no>

11/18/2010

CTR 0202

CheckQuest Web-Research: Print Statement

DOCUMENT#

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DEBT BAKER BROOKSHIRE TRUST

STATEMENT OF NEW PAID AND RETURNED ITEM FEES		
	THIS PERIOD	YEAR TO DATE
NEW PAID ITEM FEES:	.00	.00
NEW RETURNED ITEM FEES:	.00	.00
OVERDRAFT FEES:	.00	.00

<http://cq-server/CQA.SP/printstmt.asp?Sunit=0x0015c3c9&Lrg=no>

11/18/2010
CTR 0204

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ACCOUNT:
DOCUMENT#:

PAGE: 2
10/31/2007

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMENT ACCOUNT

INTEREST

AVERAGE LEDGER BALANCE:	516,645.47	INTEREST EARNED:	2,059.43
AVERAGE AVAILABLE BALANCE:	516,645.47	DAYS IN PERIOD:	13
INTEREST PAID THIS PERIOD:	2,059.43	ANNUAL PERCENTAGE YIELD EARNED:	4.50%
INTEREST PAID 2007:	11,345.99		

ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

CTR 0208

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - COCONINE - COMMON PLEAS - CASE#2014CP3700526

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ACCOUNT
DOCUMENTS

PAGE: 12
11/30/2007

DIET, BAKER, BROOKSHIRE TRUST

PERFORMANCE INVESTMENT ACCOUNT

INTEREST

AVERAGE LEDGER BALANCE:	466,844.86	INTEREST EARNED:	1,654.24
AVERAGE AVAILABLE BALANCE:	456,608.73	DAYS IN PERIOD:	30
INTEREST PAID THIS PERIOD:	1,654.24	ANNUAL PERCENTAGE YIELD EARNED:	4.50%
INTEREST PAID 2007:	13,000.17		

ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEES	00	00
NSF RETURNED ITEM FEES	00	00
OVERDRAFT FEES	00	00

CTR 0208

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

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ACCOUNT:
DOCUMENTS:

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12/31/2007

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -		
	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

CTR 0210

000.00007.03
ACCOUNT:
DOCUMENTS:

PAGE: 2
01/31/2008

DEBT BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMENT ACCOUNT

INTEREST

AVERAGE LEDGER BALANCE:	329,155.21	INTEREST EARNED:	1,218.06
AVERAGE AVAILABLE BALANCE:	328,057.08	DAYS IN PERIOD:	21
INTEREST PAID THIS PERIOD:	1,218.06	ANNUAL PERCENTAGE YIELD EARNED:	4.46%
INTEREST PAID 2008:	1,218.06		
INTEREST PAID 2007:	16,215.40		

ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

CTR 0212

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ACCOUNT:
DOCUMENTS:

PAGE: 2
02/29/2008

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT

INTEREST

AVERAGE LEDGER BALANCE:	363,617.59	INTEREST EARNED:	939.51
AVERAGE AVAILABLE BALANCE:	363,379.34	DAYS IN PERIOD:	39
INTEREST PAID THIS PERIOD:	939.51	ANNUAL PERCENTAGE YIELD EARNED:	3.30%
INTEREST PAID 2008:	2,157.57		
INTEREST PAID 2007:	14,215.40		

ITEMIZATION OF SERVICE CHARGE PAID THIS PERIOD

TOTAL CHARGEBACK FEE: 4.00

ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

CTR 0214

000 000071 03
ACCOUNT:
DOCUMENTS:

PAGE: 2
03/31/2008

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMENT ACCOUNT

ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE	.00	.00
NSF RETURNED ITEM FEE	.00	.00
OVERDRAFT FEES	.00	.00

CTR 0216

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - COCONINE - COMMON PLEAS - CASE#2014CP3700526

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ACCOUNT: 04/30/2008
DOCUMENTS: 9

DEBI-BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMENT ACCOUNT

INTEREST

AVERAGE LEDGER BALANCE:	265,918.04	INTEREST EARNED:	619.54
AVERAGE AVAILABLE BALANCE:	254,321.92	DAYS IN PERIOD:	30
INTEREST PAID THIS PERIOD:	619.54	ANNUAL PERCENTAGE YIELD EARNED:	3.00%
INTEREST PAID 2008:	3,688.62		

ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

CTR 0218

000 000071 03
ACCOUNT:
DOCUMENTS:

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05/30/2008

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

CTR 0220

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ACCOUNT:
DOCUMENTS

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06/30/2008
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DESI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMENT ACCOUNT

INTEREST

AVERAGE LEDGER BALANCE:	29,240.70	INTEREST EARNED:	45.49
AVERAGE AVAILABLE BALANCE:	26,517.80	DAYS IN PERIOD:	31
INTEREST PAID THIS PERIOD:	45.49	ANNUAL PERCENTAGE YIELD EARNED:	2.04%
INTEREST PAID 2008:	3,790.32		
TAX IDENTIFICATION NUMBER:	20-6675546		

TERMINATION OF NSF PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE	.00	.00
NSF RETURNED ITEM FEE	.00	.00
OVERDRAFT FEES	.00	.00

CTR 0222

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - O'CONNOR - COMMON PLEAS - CASE#2014CP3700526

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ACCOUNT:
DOCUMENTS:
PAGE: 2
07/31/2008

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMENT ACCOUNT

INTEREST

AVERAGE DEDGER BALANCE:	15,727.84	INTEREST EARNED:	14.99
AVERAGE AVAILABLE BALANCE:	13,460.06	DAYS IN PERIOD:	31
INTEREST PAID THIS PERIOD:	14.99	ANNUAL PERCENTAGE YIELD EARNED:	1.32%
INTEREST PAID 2008:	3,803.31		

ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEES:	.00	.00
NSF RETURNED ITEM FEES:	.00	.00
OVERDRAFT FEES:	.00	.00

CTR 0224

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

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ACCOUNT:
DOCUMENTS:

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08/29/2008

DEBI BAKER, BROOKSHIRE TRUST

PERFORMANCE INVESTMENT ACCOUNT

INTEREST

AVERAGE LEDGER BALANCE:	43,956.35	INTEREST EARNED:	54.51
AVERAGE AVAILABLE BALANCE:	23,997.93	DAYS IN PERIOD:	29
INTEREST PAID THIS PERIOD:	54.51	ANNUAL PERCENTAGE YIELD EARNED:	2.90%
INTEREST PAID 2008:	3,859.82		

ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

CTR:0228

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ACCOUNT:
DOCUMENT#

PAGE: 2
09/30/2008

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT

TOTAL CREDITS	(3)	74,701.63	AVG AVAILABLE BALANCE	57,793.24
TOTAL DEBITS	(14)	124,482.73	AVERAGE BALANCE	74,443.04

I N T E R E S T

AVERAGE LEDGER BALANCE	74,443.04	INTEREST EARNED	147.87
AVERAGE AVAILABLE BALANCE	57,793.24	DAYS IN PERIOD	32
INTEREST PAID THIS PERIOD	147.87	ANNUAL PERCENTAGE YIELD EARNED	2.52%
INTEREST PAID 2008	4,007.69		

ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE	.00	.00
NSF RETURNED ITEM FEE	.00	.00
OVERDRAFT FEES	.00	.00

CTR 0228

000 00007 03
ACCOUNT:
DOCUMENTS:

PAGE: 2
10/31/2008

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMENT ACCOUNT

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
INVESTMENT COUNTER WITHDRAWAL			10/16/08	300,227.01
	3,500.00	5,433.76	10/17/08	305,560.77
BAKERANDBAKER BAKER TRF	3,500.00		10/21/08	303,160.77
MISCELLANEOUS DEBIT	3,500.00		10/24/08	299,660.77
INVESTMENT COUNTER WITHDRAWAL			10/24/08	298,619.16
INVESTMENT COUNTER WITHDRAWAL	842.61		10/28/08	283,818.16
	15,000.00	588.89	10/31/08	284,407.05
INTEREST			10/31/08	284,407.05
BALANCE THIS STATEMENT				
TOTAL CREDITS (4)	319,209.01	AUG AVAILABLE BALANCE		236,468.75
TOTAL DEBITS (16)	54,908.95	AVERAGE BALANCE		236,712.62

I N T E R H E T - 5

AVERAGE LEDGER BALANCE	236,712.62	INTEREST EARNED:	588.89
AVERAGE AVAILABLE BALANCE	236,468.95	DAYS IN PERIOD:	92
INTEREST PAID THIS PERIOD	588.89	ANNUAL PERCENTAGE YIELD EARNED:	2.97%
INTEREST PAID 2008:	4,595.58		

ITEMIZATION OF NSF PAID AND RETURNED ITEMS BYRS

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

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ACCOUNT:
DOCUMENTS:

PAGE: 2
11/28/2008

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMENT ACCOUNT

INTEREST

AVERAGE LEDGER BALANCE:	145,779.84	INTEREST EARNED:	331.28
AVERAGE AVAILABLE BALANCE:	145,722.70	DAYS IN PERIOD:	28
INTEREST PAID THIS PERIOD:	331.28	ANNUAL PERCENTAGE YIELD EARNED:	3.00%
INTEREST PAID 2008:	4,927.86		

ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

CTR 0232

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ACCOUNT:
DOCUMENTS:

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12/31/2008

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMENT ACCOUNT

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEE:	.00	.00

CTR 0234

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ACCOUNT:
DOCUMENTS:

PAGE: 2
01/30/2009

DEBT HAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMENT ACCOUNT

TOTAL CREDITS	(5)	14,453.78	AVG AVAILABLE BALANCE	52,829.66
TOTAL DEBITS	(12)	57,886.86	AVERAGE BALANCE	53,129.25

INTEREST			
AVERAGE ENDING BALANCE:	53,129.25	INTEREST EARNED:	32.18
AVERAGE AVAILABLE BALANCE:	52,829.66	DAYS IN PERIOD:	30
INTEREST PAID THIS PERIOD:	32.18	ANNUAL PERCENTAGE YIELD EARNED:	74%
INTEREST PAID 2009:	32.18		
INTEREST PAID 2008:	5,128.96		

ITEMIZATION OF NSF, PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	00	00
NSF RETURNED ITEM FEE:	00	00
OVERDRAFT FEES:	00	00

CTR 0236

000 00007 03
ACCOUNT:
DOCUMENTS:

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02/27/2009

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMENT ACCOUNT

ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEES:	00	00
NSF RETURNED ITEM FEES:	00	00
OVERDRAFT FEES:	00	00

CTR 0238

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ACCOUNT:
DOCUMENTS:

PAGE: 2
03/31/2009

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMENT ACCOUNT

ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES		
	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE	.00	.00
NSF RETURNED ITEM FEE	.00	.00
OVERDRAFT FEES	.00	.00

CTR 0240

000 00007 83
ACCOUNT:
DOCUMENTS:

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04/30/2009

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMENT ACCOUNT

INTEREST

AVERAGE LEDGER BALANCE:	1,342.82	INTEREST EARNED:	.26
AVERAGE AVAILABLE BALANCE:	1,009.49	DAYS IN PERIOD:	30
INTEREST PAID THIS PERIOD:	.26	ANNUAL PERCENTAGE YIELD EARNED:	.318
INTEREST PAID 2009:	38.06		

ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

CTR 0242

000 00007 03
ACCOUNT
DOCUMENTS

PAGE 2
05/29/2009

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT

TOTAL CREDITS	(6)	27,508.76	AVG AVAILABLE BALANCE	393.99
TOTAL DEBITS	(9)	27,532.15	AVERAGE BALANCE	596.91

I N T E R E S T

INTEREST PAID 2009:

38.06

ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

CTR 0244

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ACCOUNT:
DOCUMENTS:

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05/30/2009

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMENT ACCOUNT

TOTAL CREDITS	(5)	52,519.86	AVG AVAILABLE BALANCE	6,917.18
TOTAL DEBITS	(10)	50,316.20	AVERAGE BALANCE	6,935.93

----- I N T E R E S T -----

AVERAGE LEDGER BALANCE	6,935.93	INTEREST EARNED	2.59
AVERAGE AVAILABLE BALANCE	6,917.18	DAYS IN PERIOD	32
INTEREST PAID THIS PERIOD	2.59	ANNUAL PERCENTAGE YIELD EARNED	.43%
INTEREST PAID 2009	40.65		

----- ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES -----

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE	.00	.00
NSF RETURNED ITEM FEE	.00	.00
OVERDRAFT FEES	.00	.00

CTR 0248

00000007.03
ACCOUNT:
DOCUMENTS:PAGE: 2
07/31/2009

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMENT ACCOUNT

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
INVESTMENT COUNTER WITHDRAWAL	3,000.00		07/30/09	6,112.27
INTEREST		1.50	07/31/09	6,113.77
BALANCE THIS STATEMENT			07/31/09	6,113.77
TOTAL CREDITS	(7)	27,735.26		AVG AVAILABLE BALANCE
TOTAL DEBITS	(11)	23,904.98		AVERAGE BALANCE
				4,803.42
				5,545.36

INTEREST	
AVERAGE LEDGER BALANCE:	6,545.36
AVERAGE AVAILABLE BALANCE:	4,803.42
INTEREST PAID THIS PERIOD:	1.50
INTEREST PAID 2009:	42.15
INTEREST EARNED:	1.50
DAYS IN PERIOD:	31
ANNUAL PERCENTAGE YIELD EARNED:	.37%

ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

CTR 0248

000: 00007.53
ACCOUNT:
DOCUMENTS:

PAGE: 2
08/31/2009

DEBI: BAKER, BROOKSHIRE TRUST

PERFORMANCE INVESTMENT ACCOUNT

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE THIS STATEMENT			08/31/09	555.37
TOTAL CREDITS (4)	9,034.23			1,998.33
TOTAL DEBITS (8)	14,592.63			1,998.33

INTEREST

AVERAGE LEDGER BALANCE:	1,998.33	INTEREST EARNED:	.47
AVERAGE AVAILABLE BALANCE:	1,998.33	DAYS IN PERIOD:	31
INTEREST PAID THIS PERIOD:	.67	ANNUAL PERCENTAGE YIELD EARNED:	.26%
INTEREST PAID 2009:	42.62		

ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

CTR 0250

000 00007 03
ACCOUNT:
DOCUMENTS:

PAGE: 3
09/30/2009

DEBI BAKER, BROOKSHIRE TRUST

PERFORMANCE INVESTMENT ACCOUNT

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
INVESTMENT COUNTER WITHDRAWAL	4,000.00		09/09/09	26,054.78
BAKER AND BAKER BAKER		5,433.76	09/15/09	31,488.54
INVESTMENT COUNTER WITHDRAWAL	2,654.00		09/16/09	28,834.54
INVESTMENT COUNTER WITHDRAWAL	3,500.00		09/22/09	25,334.54
DEPOSIT		460.00	09/23/09	25,794.54
MISCELLANEOUS DEBIT	5,000.00		09/23/09	20,794.54
INVESTMENT COUNTER WITHDRAWAL	109.92		09/23/09	20,684.62
INVESTMENT COUNTER WITHDRAWAL	656.02		09/24/09	20,028.60
INVESTMENT COUNTER WITHDRAWAL	570.00		09/25/09	19,458.60
INTEREST		11.54	09/30/09	19,470.14
BALANCE THIS STATEMENT			09/30/09	19,450.14
TOTAL CREDITS (5)	49,685.30			24,705.25
TOTAL DEBITS (16)	30,780.53			24,720.92
				AVERAGE AVAILABLE BALANCE
				AVERAGE BALANCE

INTEREST

AVERAGE LEDGER BALANCE:	24,720.92	INTEREST EARNED:	11.54
AVERAGE AVAILABLE BALANCE:	24,705.25	DAYS IN PERIOD:	30
INTEREST PAID THIS PERIOD:	11.54	ANNUAL PERCENTAGE YIELD EARNED:	57%
INTEREST PAID 2009:	54.16		

ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	00	00
NSF RETURNED ITEM FEE:	00	00
OVERDRAFT FEES:	00	00

CTR 0252

000 00007 03
ACCOUNT:
DOCUMENTS:PAGE: 2
10/30/2009

DEBT BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMENT ACCOUNT

TOTAL CREDITS	(3)	12,438.17	AVG AVAILABLE BALANCE	12,160.62
TOTAL DEBITS	(9)	19,330.49	AVERAGE BALANCE	12,393.95

INTEREST

AVERAGE LEDGER BALANCE	12,393.95	INTEREST EARNED	4.41
AVERAGE AVAILABLE BALANCE	12,160.62	DAYS IN PERIOD	30
INTEREST PAID THIS PERIOD	4.41	ANNUAL PERCENTAGE YIELD EARNED	.449
INTEREST PAID 2009	58.57		

ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE	.00	.00
NSF RETURNED ITEM FEE	.00	.00
OVERDRAFT FEE	.00	.00

CTR 0254

000 00007 03
ACCOUNT:
DOCUMENTS:

PAGE: 2
11/30/2009

DEBY BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMENT ACCOUNT

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE THIS STATEMENT			11/30/09	101.52
TOTAL CREDITS (4)	10,934.72			2,827.46
TOTAL DEBITS (9)	23,391.02			2,827.46

INTEREST			
AVERAGE LEDGER BALANCE	2,827.46	INTEREST EARNED	.96
AVERAGE AVAILABLE BALANCE	2,827.46	DAYS IN PERIOD	31
INTEREST PAID THIS PERIOD	.96	ANNUAL PERCENTAGE YIELD EARNED	.45%
INTEREST PAID 2009	59.53		

ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE	.00	.00
NSF RETURNED ITEM FEE	.00	.00
OVERDRAFT FEES	.00	.00

CTR 0258

000 00007 03
ACCOUNT
DOCUMENTS

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12/31/2009

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMENT ACCOUNT

I N T E R E S T

AVERAGE LEDGER BALANCE:	56,302.97	INTEREST EARNED:	48.48
AVERAGE AVAILABLE BALANCE:	56,302.97	DAYS IN PERIOD:	31
INTEREST PAID THIS PERIOD:	48.48	ANNUAL PERCENTAGE YIELD EARNED:	1.02%
INTEREST PAID 2009:	108.01		

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	.00	.00
TOTAL RETURNED ITEM FEES:	.00	.00

CTR 0258

000-00007-03
ACCOUNT:
DOCUMENTS:

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01/29/2010

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMENT ACCOUNT

INTEREST

AVERAGE LEDGER BALANCE:	47,184.35	INTEREST EARNED:	25.48
AVERAGE AVAILABLE BALANCE:	47,184.13	DAYS IN PERIOD:	29
INTEREST PAID THIS PERIOD:	25.48	ANNUAL PERCENTAGE YIELD EARNED:	.68%
INTEREST PAID 2010:	25.48		
INTEREST PAID 2009:	108.01		

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	.00	.00
TOTAL RETURNED ITEM FEES:	.00	.00

CTR 0260

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ACCOUNT:
DOCUMENTS

PAGE: 2
02/26/2010

DEBT BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMENT ACCOUNT

INTEREST

AVERAGE LEDGER BALANCE:	27,515.40	INTEREST EARNED:	10.99
AVERAGE AVAILABLE BALANCE:	24,265.37	DAYS IN PERIOD:	28
INTEREST PAID THIS PERIOD:	10.99	ANNUAL PERCENTAGE YIELD EARNED:	.598
INTEREST PAID 2010:	35.47		
INTEREST PAID 2009:	108.01		

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
* TOTAL OVERDRAFT FEES:	.00	.00
* TOTAL RETURNED ITEM FEES:	.00	.00

CTR 0282

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ACCOUNT:
DOCUMENTS:

PAGE: 2
03/31/2010

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMENT ACCOUNT

INTEREST

AVERAGE LEDGER BALANCE:	8,260.57	INTEREST EARNED:	2.38
AVERAGE AVAILABLE BALANCE:	8,242.29	DAYS IN PERIOD:	33
INTEREST PAID THIS PERIOD:	2.38	ANNUAL PERCENTAGE YIELD EARNED:	.92%
INTEREST PAID 2010:	38.85		

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
* TOTAL OVERDRAFT FEES:	.00	.00
* TOTAL RETURNED ITEM FEES:	.00	.00

CTR 0284

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ACCOUNT:
DOCUMENTS:PAGE: 2
06/30/2010

DEBT BAKER, BROOKSHIRE TRUST

49- CHECKING ACCOUNT

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
INVESTMENT COUNTER WITHDRAWAL	06/05	2,000.00
INVESTMENT COUNTER WITHDRAWAL	06/13	4,000.00
MISCELLANEOUS DEBIT	06/14	2,974.49
INVESTMENT COUNTER WITHDRAWAL	04/14	3,500.00
MISCELLANEOUS DEBIT	04/15	1,032.00
INVESTMENT COUNTER WITHDRAWAL	04/15	2,000.00
MISCELLANEOUS DEBIT	04/19	1,356.00
VICTORIA FIRE & INS. PREM. 4	04/21	500.00
MISCELLANEOUS DEBIT	04/22	2,580.00
FUNDS TRANSFER	04/26	2,586.30
MISCELLANEOUS DEBIT	04/27	2,000.00
FUNDS TRANSFER	04/29	1,800.00
MISCELLANEOUS DEBIT	04/30	2,500.00
FUNDS TRANSFER		

INTEREST

AVERAGE LEDGER BALANCE:	15,008.15	INTEREST EARNED:	1.23
AVERAGE AVAILABLE BALANCE:	15,008.15	DAYS IN PERIOD:	30
INTEREST PAID THIS PERIOD:	1.23	ANNUAL PERCENTAGE YIELD EARNED:	.10%
INTEREST PAID 2010:	40.98		

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
* TOTAL OVERDRAFT FEES:	.00	.00
* TOTAL RETURNED ITEM FEES:	.00	.00

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
04/05	152.46	04/16	21,807.26	04/27	12,854.96
04/09	30,392.46	04/19	20,451.26	04/29	11,064.96
04/13	26,392.46	04/21	19,951.26	04/30	8,565.19
04/14	19,917.97	04/22	17,451.26		
04/15	24,839.36	04/26	14,864.96		

CTR 0288

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ACCOUNT:
DOCUMENTS:PAGE: 2
05/28/2010

DEBI BAKER BROOKSHIRE TRUST

49+ CHECKING ACCOUNT

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
FUNDS TRANSFER	05/05	4,000.00
FUNDS TRANSFER	05/10	2,000.00
FUNDS TRANSFER	05/11	2,000.00
FUNDS TRANSFER	05/14	2,580.63
MISCELLANEOUS DEBIT	05/14	2,500.00
FUNDS TRANSFER	05/17	2,000.00
MISCELLANEOUS DEBIT	05/24	648.13
T.M.C.C LOAN PMT	05/24	2,500.00
FUNDS TRANSFER	05/27	2,500.00
FUNDS TRANSFER	05/28	2,500.00

INTEREST	
AVERAGE LEDGER BALANCE:	18,421.59
AVERAGE AVAILABLE BALANCE:	17,885.87
INTEREST PAID THIS PERIOD:	1.37
INTEREST PAID 2010:	41.65
INTEREST EARNED:	1.37
DAYS IN PERIOD:	28
ANNUAL PERCENTAGE YIELD EARNED:	1.0%

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
* TOTAL OVERDRAFT FEES:	.00	.00
* TOTAL RETURNED ITEM FEES:	.00	.00

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
05/05	4,566.19	05/14	16,519.32	05/27	73,397.81
05/10	2,566.19	05/17	12,519.32	05/28	70,892.18
05/11	666.19	05/24	9,371.19		
05/13	15,566.19	05/25	77,282.07		

CTR 0268

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ACCOUNT:
DOCUMENTS:PAGE: 2
06/30/2010

DEBI BAKER BROOKSHIRE TRUST

49- CHECKING ACCOUNT

DESCRIPTION	DATE	AMOUNT
FUNDS TRANSFER	06/11	3,000.00
MISCELLANEOUS DEBIT	06/14	2,500.00
FUNDS TRANSFER	06/15	3,000.00
FUNDS TRANSFER	06/18	3,000.00
MISCELLANEOUS DEBIT	06/22	1,136.64
T.M.C.C. LOAN PMT	06/23	548.13
FUNDS TRANSFER	06/24	2,500.00
MISCELLANEOUS DEBIT	06/24	2,729.74
FUNDS TRANSFER	06/25	3,000.00
AMERICAN EXPRESS SLEP REMIT	06/29	16,524.00

INTEREST	
AVERAGE LEDGER BALANCE:	84,775.11
AVERAGE AVAILABLE BALANCE:	84,763.54
INTEREST PAID THIS PERIOD:	7.66
INTEREST PAID 2010:	49.11
INTEREST EARNED:	7.66
DAYS IN PERIOD:	33
ANNUAL PERCENTAGE YIELD EARNED:	106

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
* TOTAL OVERDRAFT FEES:	.00	.00
* TOTAL RETURNED ITEM FEES:	.00	.00

DAILY BALANCE	
DATE	BALANCE
05/02	67,799.18
05/03	65,299.18
05/04	53,299.18
05/07	50,799.18
05/08	103,441.11
DATE	BALANCE
05/11	100,441.11
05/14	97,941.11
05/15	100,374.87
05/16	97,374.87
05/22	96,238.23
DATE	BALANCE
05/23	95,590.10
05/24	90,742.12
05/25	87,742.12
05/29	71,218.12
05/30	71,225.78

CTR 0270

000 00007 01: PAGE: 2
ACCOUNT: 07/30/2010
DOCUMENTS:

DEBI BAKER BROOKSHIRE TRUST

434 CHECKING ACCOUNT

DESCRIPTION	DATE	AMOUNT
T.M.C.C. LOAN PMT	07/22	648.13
FONDS TRANSFER	07/22	7,500.00
MISCELLANEOUS DEBIT	07/26	4,207.49
MISCELLANEOUS DEBIT	07/26	33,235.82
FONDS TRANSFER	07/27	5,000.00
MISCELLANEOUS DEBIT	07/27	9,086.68
FONDS TRANSFER	07/30	10,000.00
CHECK # 70001838 - FONDS TRANSFER	07/05	5,000.00

INTEREST

AVERAGE LEDGER BALANCE:	68,747.01	INTEREST EARNED:	5.65
AVERAGE AVAILABLE BALANCE:	68,747.01	DATE IN PERIOD:	30
INTEREST PAID THIS PERIOD:	5.65	ANNUAL PERCENTAGE YIELD EARNED:	1.06
INTEREST PAID 2010:	54.76		

UTILIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
* TOTAL OVERDRAFT FEES:	.00	.00
* TOTAL RETURNED ITEM FEES:	.00	.00

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
07/01	68,325.78	07/15	63,409.54	07/27	34,467.24
07/06	63,225.78	07/16	60,909.54	07/29	223,042.24
07/13	60,475.78	07/22	52,751.41	07/30	213,047.89
07/14	57,875.78	07/25	15,118.10		

CTR 0272

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ACCOUNT:
DOCUMENTS:

PAGE: 2
08/31/2016

DEBI BAKER BROOKSHIRE TRUST

494 CHECKING ACCOUNT

INTEREST

AVERAGE LEDGER BALANCE:	70,705.71	INTEREST EARNED:	5.20
AVERAGE AVAILABLE BALANCE:	70,705.71	DAYS IN PERIOD:	32
INTEREST PAID THIS PERIOD:	6.20	ANNUAL PERCENTAGE YIELD EARNED:	.10%
INTEREST PAID 2016:	60.95		

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
* TOTAL OVERDRAFT FEES:	.00	.00
* TOTAL RETURNED ITEM FEES:	.00	.00

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
08/03	202,928.72	08/24	.00		
08/11	.72	08/31	6.30		

CTR 0274

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ACCOUNT
DOCUMENTS

PAGE: 2
09/30/2016

DEBI BAKER BROOKSHIRE TRUST

494 CHECKING ACCOUNT

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	.00	.00
TOTAL RETURNED ITEM FEES:	.00	.00

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
09/23	-641.93				

CTR 0278

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ACCOUNT:
DOCUMENTS:

PAGE: 2
10/29/2010

DEBI BAKER BROOKSHIRE TRUST

494 CHECKING ACCOUNT

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	.00	.00
TOTAL RETURNED ITEM FEES:	.00	.00

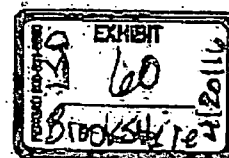
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
10/01	.00				

CTR 0278:

Kathleen M. McDaniel, Attorney
Ph: 803-404-6900
Fax: 803-404-6901
kathleenmcdaniel@callsonthegs.com

February 17, 2011

Via facsimile only (864-882-2705)
James Louis Williams, Esq ("Jim")
Derrick Ritter Williams & Morris PA
107 North Fairplay Street
Seneca, SC 29678



Re: Debi Baker-Brookshire
Our File No.: 1345.001

Dear Mr. Williams:

I am writing to follow up on our telephone conversation this afternoon. Please close Ms. Baker-Brookshire's account with Community First Bank and prepare a check made out to Debi Baker-Brookshire for all funds remaining in the account. I will personally pick up the check when I meet with you on Tuesday, February 22, 2011, and deliver it to Ms. Baker-Brookshire.

Sincerely,
CALLISON TIGHE & ROBINSON, LLC

Kathleen M. McDaniel

cc: Debi Baker-Brookshire (via U.S. Mail)

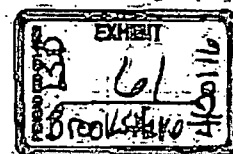


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CALLISON TIGHE & ROBINSON, LLC

1812 Lincoln Street PO Box 1390 Columbia South Carolina 29202
803.404.6900 803.404.6902

ELECTRONICALLY FILED : 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526



DERRICK, RITTER, WILLIAMS & MORRIS, P.A.
Attorneys at Law
P. O. BOX 786

002903

Seneca, South Carolina 29679
Rec'd from: Kathleen M. Daniels Date: 2/22/2017
Amt: Two Hundred Eight Five Thousand \$ 285,233.34
Two Hundred Eighty Three 34
For: Debi Baker Brookshire
☐ Cash ☒ Check
By: Kathleen M. Daniels
A/C: _____
Paid: _____
Due: _____
Pres. _____
Clerk of Ct. _____
Dist. Ct. _____
Tax Collector _____
Treasurer _____
Tie In: _____



Glenc CFB 1270

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

BB&T		Account Deposit		Dollars	Cents
		☐ Checking ☐ Savings			
Deposit To The Account Of (Please Print Full Name)					
DEBI BAKER BROOKSHIRE					
Address					
ANN S. HANITER, PO BOX 170					
City, State, Zip Code					
GALLENLINE, SC, 29002					
Date					
Please Sign Here If Cash Received					
02/27/2011					
DEPOSITS MAY NOT BE MADE AT THIS LOCATION WITH CASH. Please enter your account number below					
MICRODEPOSIT		2408		Total	
Per 10/15/09		USE FOR MICR ACCOUNT NUMBER		Less: Cash Received	
				Total Deposit \$	285,233.34
8025211 650539 035 - DEPOSIT 13:51 02/27/11					
1557-3102408 DEPOSIT					
33 285,233.34					

APM 01/07

123456789

BB&T001581

EXHIBIT 39

EXHIBIT 40

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

EXHIBIT A

				Processing Center	
2/7/2008	MD	\$ 1,345.00	MD	Bridgepoint	Regime Fees Bridgepoint
7/25/2008	ICW	\$ 4,100.00	OC	Coldwell Banker	Deposit & Rent For Brookshire
10/10/2007	MD	\$ 349.39	OC	Commonwealth of Va	Va Department of Tax
9/23/2008	ICW	\$ 10,000.00	OC	Dan Brookshire	Payment for sale of Bridgepoint Condo
11/3/2008	MD	\$ 27,708.15	MD	Dan Brookshire	Proceeds from sale of Bridgepoint
3/30/2009	MD	\$ 2,500.00	OC	Dan Brookshire	
6/25/2009	ICW	\$ 2,000.00	OC	Dan Brookshire	Payment from Debi
9/9/2009	ICW	\$ 4,000.00	OC	Dan Brookshire	Final Payment on RV from Debi Brookshire
6/5/2009	ICW	\$ 5,000.00	OC	Daniel K. Brookshire	Debi Brookshire Payment on Motor Home Rel
8/14/2007	FT	\$ 20,000.00	WFT	Debi Brookshire	To: BB&T [REDACTED] 5290
8/14/2007	FT	\$ 25,000.00	WFT	Debi Brookshire	To: BB&T [REDACTED] 7701 (Preferred Line of Credit)
10/18/2007	FT	\$ 15,000.00	WFT	Debi Brookshire	To: BB&T [REDACTED] 5290 "handwritten" wire transfer fee Income acct corrected to 1024001 on 10/19/2007 Block:0078"
11/14/2007	ICW	\$ 15,000.00	OC	Debi Brookshire	Acct: [REDACTED] 5290 (Deposit in Ck Acct)
1/14/2008	ICW	\$ 20,000.00	OC	Debi Brookshire	Debi Brookshire
3/31/2008	ICW	\$ 20,000.00	ICW	Debi Brookshire	In to account: [REDACTED] 5290 - Fed Confirmation (Hand. Scribed Note)
5/12/2008	FT	\$ 10,000.00	WFT	Debi Brookshire	Transfer To Acct: [REDACTED] 5290-Debi Brookshire
6/16/2008	ICW	\$ 10,000.00	FT	Debi Brookshire	Transfer To Acct: [REDACTED] 5290-Debi Brookshire
7/28/2008	FT	\$ 10,000.00	FT	Debi Brookshire	Fed Payments Manager Funds In Account: [REDACTED] 5290
8/1/2008	FT	\$ 15,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [REDACTED] 5290 From: [REDACTED] 1950
8/22/2008	FT	\$ 15,000.00	FT	Debi Brookshire	Debi Brookshire-To: [REDACTED] 5290 From: [REDACTED] 1950
9/8/2008	FT	\$ 10,000.00	FT	Debi Brookshire	Debi Brookshire-To: [REDACTED] 5290 From: [REDACTED] 1950
9/16/2008	FT	\$ 10,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [REDACTED] 5290 From: [REDACTED] 1950
9/30/2008	FT	\$ 15,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [REDACTED] 5290 From: [REDACTED] 1950
10/10/2008	ICW	\$ 20,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [REDACTED] 5290 From: [REDACTED] 1950
10/28/2008	ICW	\$ 15,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [REDACTED] 5290 From: [REDACTED] 1950
11/21/2008	ICW	\$ 10,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [REDACTED] 5290 From: [REDACTED] 1950
12/18/2008	FT	\$ 15,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [REDACTED] 5290 From: [REDACTED] 1950
1/15/2009	FT	\$ 5,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [REDACTED] 5290 From: [REDACTED] 1950

					1624-6 Brookshire
6/9/2009	FT	\$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
6/11/2009	ICW	\$ 967.50	OC	Debi Brookshire	\$46.99-ADT (Cust # 5684 Brookshire)/\$251.09-SCE&G (acct 4507 Brookshire)/\$169.42-American Express (Acct 1009 Brookshire)/\$500-BB&T (Acct: 7001)
6/17/2009	ICW	\$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
6/24/2009	ICW	\$ 3,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
6/30/2009	ICW	\$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
7/3/2009	ICW	\$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
7/8/2009	ICW	\$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
7/15/2009	ICW	\$ 1,057.30	OC	Debi Brookshire	\$58.34-City of Columbia (Brookshire 524-6)/\$342.98-SCE&G (Brookshire 4507)/\$655.98-Lexus (9945 Brookshire)
7/16/2009	ATT Payment	\$ 121.80	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
7/17/2009	ICW	\$ 4,000.00	OC	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
7/20/2009	ICW	\$ 5,600.00	OC	Debi Brookshire	\$4000-Dan Brookshire(Payment for Release for RV)/\$1600-Security Federal (Lot 36 Palmetto Park Brookshire)
7/23/2009	ICW	\$ 275.88	OC	Debi Brookshire	\$55.28-TWC (Brookshire Acct 2502)/\$35.57-ADT (Brookshire 3937)/\$181.03-AT&T (Brookshire 1899)
7/23/2009	ICW	\$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
7/30/2009	ICW	\$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
8/3/2009	ICW	\$ 792.63	OC	Debi Brookshire	\$136.61-City of Columbia 1624-6 Brookshire/\$656.02-Lexus Financial Services (Brookshire 9945)
8/5/2009	ICW	\$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
8/10/2009	ICW	\$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
8/17/2009	ICW	\$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
8/18/2009	ICW	\$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
8/25/2009	ICW	\$ 1,200.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
8/31/2009	ICW	\$ 1,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
9/1/2009	ICW	\$ 1,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950

					(7001)/\$177.75-AT&T (1899)/\$656.02-Lexus (9945)/\$208.88-SCE&G (4507)/\$66.30-TWC (2502)/\$1136.64-Smith Dray Line & Storage(2999 Brookshire)
11/6/2009	ICW	\$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
11/9/2009	ICW	\$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
11/16/2009	ICW	\$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
11/18/2009	ICW	\$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
11/23/2009	ICW	\$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
11/27/2009	FT	\$ 4,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
12/3/2009	FT	\$ 1,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
12/14/2009	MD	\$ 7,397.28	OC	Debi Brookshire	\$656.02-Lexus (Acct 9945)/\$260.88-AT&T (Acct 7001)/\$209.13-SCE&G (Acct 4507)/\$207.88-TWC (2502)/\$882-Sylvan (Acct 518)/\$182.25-AT&T (1899)/\$1000-Positive Young People (Debi Baker Brookshire Pledge Contribution)/\$4000-Hance Oliver (Rent Debi Brookshire)
12/14/2009	ICW	\$ 3,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
12/17/2009	ICW	\$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
12/23/2009	ICW	\$ 3,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
12/30/2009	ICW	\$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
1/4/2010	ICW	\$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
1/8/2010	ICW	\$ 4,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
1/14/2010	ICW	\$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
1/20/2010	ICW	\$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
1/22/2010	MD	\$ 3,462.20	OC	Debi Brookshire	\$1600-Security Federal (Lot 36 Palmetto Park Brookshire)/\$300-88&T Item Processing (Acct 7001)/\$330.47-SCE&G (Acct 4507)/\$170.80-AT&T (1899)/\$131.94-City of Columbia (Acct 1624-6)/\$46.99-ADT (5684)/\$882-Sylvan (Acct 516)
1/26/2010	ICW	\$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
1/27/2010	ICW	\$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950

					Jersey (Debra Brookshire)
4/16/2010	ICW	\$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
4/22/2010	FT	\$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
4/27/2010	FT	\$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
4/30/2010	FT	\$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
5/5/2010	FT	\$ 4,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
5/10/2010	FT	\$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
5/11/2010	FT	\$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
5/14/2010	MD	\$ 2,980.63	OC	Debi Brookshire	\$884-Sylvan (Jordan Acct 2408) / \$2096.63-Smith Dray Line (Brookshire Acct 2999)
5/14/2010	FT	\$ 3,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950 (change the BBT number to subtract the middle zero?)
5/17/2010	MD	\$ 2,000.00	FT	Debi Brookshire	Credit Card Clearing Debi Brookshire 5016) Into account number 3356
5/24/2010	FT	\$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
5/27/2010	FT	\$ 3,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
5/28/2010	FT	\$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
6/3/2010	FT	\$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
6/7/2010	FT	\$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
6/11/2010	FT	\$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
6/14/2010	MD	\$ 2,500.00	FT	Debi Brookshire	Credit Card Clearing Debi Brookshire 5016) Into account number 3356
6/16/2010	FT	\$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
6/24/2010	MD	\$ 2,729.74	FT	Debi Brookshire	Credit Card Clearing Debi Brookshire 5016) Into account number 3356
6/24/2010	FT	\$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
6/25/2010	FT	\$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
7/1/2010	Transfer Funds	\$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
7/6/2010	Check # 70001838	\$ 5,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
7/13/2010	FT	\$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
7/16/2010	Transfer Funds	\$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
7/22/2010	FT	\$ 7,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
7/26/2010	MD	\$ 4,207.49	FT	Debi Brookshire	Credit Card Clearing Debi Brookshire 5016) Into account number 3356
7/27/2010	FT	\$ 5,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950

10/15/2007	MD	\$ 504.00	MD	NC Dept of Revenue	NC Tax (Hand scribed)
10/8/2008	ICW	\$ 302.00	ICW	NC Dept of Revenue	Hand Scribed Note: NC Tax
10/15/2007	MD	\$ 237.00	MD	NJ Tax Payment	NJ Tax Payment (Hand scribed)
10/8/2008	ICW	\$ 374.00	ICW	NJ Tax Payment	Hand Scribed Note: NJ Tax
9/29/2008	MD	\$ 445.00	OC	Richland County	Payment for traffic tickets
10/14/2008	ICW	\$ 4,632.76	ICW	Richland County	Hand Scribed Note: Tax Motorhome
10/24/2008	ICW	\$ 842.61	ICW	Richland County	Richland County Treasurer, Car Tax
4/28/2009	ICW	\$ 4,082.73	OC	Richland County	Richland County Treasurer
8/22/2008	ICW	\$ 5,000.00	OC	Robert L Jackson	Robert L Jackson Attorney
9/19/2007	MD	\$ 10,000.00	WFL	SC Dept Revenue	Estimated Tax (Handwritten "State Tax Estimate")
12/17/2007	ICW	\$ 173.02	ICW	SC Dept Revenue	Tax Payment (Hand scribed)
4/16/2008	ICW	\$ 57,000.00	OC	SC Dept Revenue	State Tax Balance
6/10/2008	FT	\$ 10,000.00	OC	SC Dept Revenue	Estimated Tax
11/5/2008	ICW	\$ 167.98	ICW	SCE&G	Account no: [REDACTED] 1507
10/2/2009	ICW	\$ 3,200.00	OC	Security Federal for BB and B Builders	Lot 36 Palmetto Parkway
10/8/2008	ICW	\$ 1,377.98	ICW	Smith Dray Line	Hand Scribed Note: Movers
1/16/2009	ICW	\$ 449.76	ICW	Smith Dray Line	Balance Owed Movers
6/22/2010	MD	\$ 1,136.64	OC	Smith Dray Line and Storage Co Inc	[REDACTED] 2999
10/10/2007	MD	\$ 4,460.22	MD	State of SC	ID [REDACTED] Debl Brookshire
9/4/2009	ICW	\$ 442.00	OC	Sylvan	Jordan [REDACTED]
1/16/2008	MD	\$ 850.00	MD	The Hobb's Group	Debl's prior accountants
1/16/2008	MD	\$ 1,525.00	MD	The Hobb's Group	Debl's prior accountants
10/8/2008	ICW	\$ 450.00	ICW	The Hobb's	Hand Scribed Note: Hobb's Group Tax Paid

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

IN THE COURT OF COMMON PLEAS

Debi Baker Brookshire,
Plaintiff,

Civil Action No. 2014-CP-37-0526

v.

CERTIFICATE OF SERVICE

Community First Bank, Inc. and
Benjamin Lee Hiott,

Defendants.

I, the undersigned employee of Haynsworth Sinkler Boyd, P.A., do hereby certify that I have this 23rd day of October 2015, caused the foregoing document(s) to be served via U.S. Mail, postage-prepaid, and/or by some other means, on counsel of record at the address(es) shown below:

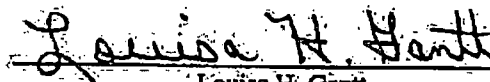
Documents to be Served:

1. Community First Bank, Inc.'s Second Set of Interrogatories to Plaintiff;
2. Community First Bank, Inc.'s Third Requests for Production of Documents to Plaintiff; and
3. Defendant Community First Bank, Inc.'s First Requests for Admission to Plaintiff.

W. Barney Giese, Esq.
The Giese Law Firm
1315 Blanding Street
Columbia, SC 29201

M. David Scott, Esq.
Jordan, Rauton & Scott, LLC
PO Box 948
Lexington, SC 29071
Attorney for Plaintiff

Daryl G. Hawkins, Esq.
Law Office of Daryl G. Hawkins, LLC
PO Box 11906
Columbia, SC 29211-1906
Attorneys for Def. Benjamin Lee Hiott


Louisa H. Gantt

DM:3915981 v.14

Without waiving these objections, Plaintiffs respond to Defendants' First Request to Admit as follows:

REQUESTS FOR ADMISSION

1. Admit that the disbursements listed on the 11-page table attached hereto as Exhibit A were received by Plaintiff or were disbursements made for the benefit of Plaintiff.

RESPONSE: Denied.

Respectfully submitted,

M. David Scott by KLF
M. David Scott
JORDAN, RAULTON & SCOTT, LLC
Post Office Box 948
Lexington, South Carolina 29071
dscott@jrslawsc.com
Phone: 803-785-7878
Fax: 803-785-7880

Barney Giese, Esquire
bgiese@thegieselawfirm.com
The Giese Law Firm, LLC
1315 Blanding Street
Columbia South Carolina 29201
(803) 708-6767

ATTORNEYS FOR THE PLAINTIFF

Columbia, South Carolina
November 23, 2015

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

IN THE COURT OF COMMON PLEAS

Debi Baker Brookshire,

Civil Action No. 2014-CP-37-526

Plaintiff,

v.

Community First Bank, Inc. and
Benjamin Lee Hiott,

COMMUNITY FIRST BANK, INC.'S
SECOND SET OF
INTERROGATORIES TO PLAINTIFF

Defendants.

TO: W. BARNEY GIESE, ESQ., ATTORNEY FOR PLAINTIFF:

Pursuant to Rule 33, SCRPC, Community First Bank, Inc. ("Defendant") requests Debi Baker Brookshire ("Plaintiff") answer in writing the following interrogatories:

DEFINITIONS AND INSTRUCTIONS

1. The following definitions apply to all interrogatories:
 - a. You and your. The terms "you" and "your" shall mean Plaintiff Debi Baker Brookshire.
2. The following instructions apply to all interrogatories:
 - a. And/Or. The connectives "and" and "or" shall be construed disjunctively or conjunctively as necessary to bring within the scope of the request all responses that might otherwise be construed to be outside of its scope.
 - b. Number. The use of the singular form of any word includes the plural and vice versa.
 - c. Supplementation. These interrogatories are continuing in nature and you are obligated to supply Defendant with new information concerning the issues raised by these interrogatories whenever such information becomes known to you.

EXHIBIT A

				Processing Center	
2/7/2008	MD	\$ 1,345.00	MD	Bridgepoint	Regime Fees Bridgepoint
7/25/2008	ICW	\$ 4,100.00	OC	Coldwell Banker	Deposit & Rent For Brookshire
10/10/2007	MD	\$ 349.39	OC	Commonwealth of Va	Va Department of Tax
9/23/2008	ICW	\$ 10,000.00	OC	Dan Brookshire	Payment for sale of Bridgepoint Condo
11/3/2008	MD	\$ 27,708.15	MD	Dan Brookshire	Proceeds from sale of Bridgepoint
3/30/2009	MD	\$ 2,500.00	OC	Dan Brookshire	
6/25/2009	ICW	\$ 2,000.00	OC	Dan Brookshire	Payment from Debi
9/9/2009	ICW	\$ 4,000.00	OC	Dan Brookshire	Final Payment on RV from Debi Brookshire
6/5/2009	ICW	\$ 5,000.00	OC	Daniel K. Brookshire	Debi Brookshire Payment on Motor Home Rel
8/14/2007	FT	\$ 20,000.00	WFT	Debi Brookshire	To: BB&T [REDACTED] 5290
8/14/2007	FT	\$ 25,000.00	WFT	Debi Brookshire	To: BB&T [REDACTED] /701 (Preferred Line of Credit)
10/18/2007	FT	\$ 15,000.00	WFT	Debi Brookshire	To: BB&T [REDACTED] 5290 *handwritten *wire transfer fee income acct corrected to [REDACTED] 4001 on 10/19/2007 Block 0078"
11/14/2007	ICW	\$ 15,000.00	OC	Debi Brookshire	Acct: [REDACTED] 5290 (Deposit in Ck Acct)
1/14/2008	ICW	\$ 20,000.00	OC	Debi Brookshire	Debi Brookshire
3/31/2008	ICW	\$ 20,000.00	ICW	Debi Brookshire	In to account: [REDACTED] 5290 - Fed Confirmation (Hand-Scribed Note)
5/12/2008	FT	\$ 10,000.00	WFT	Debi Brookshire	Transfer To Acct: [REDACTED] 5290-Debi Brookshire
6/16/2008	ICW	\$ 10,000.00	FT	Debi Brookshire	Transfer To Acct: [REDACTED] 5290-Debi Brookshire
7/28/2008	FT	\$ 10,000.00	FT	Debi Brookshire	FedPayments Manager Funds In Account: [REDACTED] 5290
8/1/2008	FT	\$ 15,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [REDACTED] 5290 From: [REDACTED] 1950
8/22/2008	FT	\$ 15,000.00	FT	Debi Brookshire	Debi Brookshire-To: [REDACTED] 5290 From: [REDACTED] 1950
9/8/2008	FT	\$ 10,000.00	FT	Debi Brookshire	Debi Brookshire-To: [REDACTED] 5290 From: [REDACTED] 1950
9/16/2008	FT	\$ 10,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [REDACTED] 5290 From: [REDACTED] 1950
9/30/2008	FT	\$ 15,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [REDACTED] 5290 From: [REDACTED] 1950
10/10/2008	ICW	\$ 20,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [REDACTED] 5290 From: [REDACTED] 1950
10/28/2008	ICW	\$ 15,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [REDACTED] 5290 From: [REDACTED] 1950
11/21/2008	ICW	\$ 10,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [REDACTED] 5290 From: [REDACTED] 1950
12/18/2008	FT	\$ 15,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [REDACTED] 5290 From: [REDACTED] 1950
1/15/2009	FT	\$ 5,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [REDACTED] 5290 From: [REDACTED] 1950

					1624-6 Brookshire)
6/9/2009	IFT	\$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
6/11/2009	ICW	\$ 967.50	OC	Debi Brookshire	\$46.99-ADT (Cust # 5684 Brookshire)/\$251.09-SCE&G (acct 4507 Brookshire)/\$169.42-American Express (Acct 1009 Brookshire)/\$500-BB&T (Acct 7001)
6/17/2009	ICW	\$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
6/24/2009	ICW	\$ 3,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
6/30/2009	ICW	\$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
7/3/2009	ICW	\$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
7/8/2009	ICW	\$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
7/15/2009	ICW	\$ 1,057.30	OC	Debi Brookshire	\$58.34-City of Columbia (Brookshire 1624-6)/\$342.98-SCE&G (Brookshire 4507)/\$655.98-Lexus (9945 Brookshire)
7/16/2009	ATT Payment	\$ 121.80	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
7/17/2009	ICW	\$ 4,000.00	OC	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
7/20/2009	ICW	\$ 5,600.00	OC	Debi Brookshire	\$4000-Dan Brookshire (Payment for Release for RV)/\$1600-Security Federal (Lot 36 Palmetto Park Brookshire)
7/23/2009	ICW	\$ 275.88	OC	Debi Brookshire	\$55.28-TWC (Brookshire Acct 2502)/\$35.57-ADT (Brookshire 0937)/\$181.03-AT&T (Brookshire 1899)
7/23/2009	ICW	\$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
7/30/2009	ICW	\$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
8/3/2009	ICW	\$ 792.63	OC	Debi Brookshire	\$136.61-City of Columbia (1624-6 Brookshire)/\$656.02-Lexus Financial Services (Brookshire 9945)
8/5/2009	ICW	\$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
8/10/2009	ICW	\$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
8/17/2009	ICW	\$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
8/18/2009	ICW	\$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
8/25/2009	ICW	\$ 1,200.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
8/31/2009	ICW	\$ 1,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
9/1/2009	ICW	\$ 1,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950

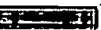
						5437-7001)/\$177.75-AT&T (1899)/\$656.02-Lexus (19945)/\$208.88-SCE&G (1507)/\$66.30-TWC (2502)/\$1136.64-Smith Dray Line & Storage (1999 Brookshire)
11/6/2009	ICW	\$	2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
11/9/2009	ICW	\$	3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
11/16/2009	ICW	\$	2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
11/18/2009	ICW	\$	2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
11/23/2009	ICW	\$	2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
11/27/2009	FT	(\$	4,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
12/3/2009	FT	\$	1,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
12/14/2009	MD	\$	7,397.28	OC	Debi Brookshire	\$656.02-Lexus (Acct 19945)/\$260-BB&T (Acct 7001)/\$209.13-SCE&G (Acct 4507)/\$207.88-TWC (1507)/\$882-Sylvan (Acct 1518)/\$182.25-AT&T (1899)/\$1000-Positive Young People (Debi Baker Brookshire Pledge Contribution)/\$4000-Hance Oliver (Rent Debi Brookshire)
12/14/2009	ICW	\$	3,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
12/17/2009	ICW	\$	2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
12/23/2009	ICW	\$	3,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
12/30/2009	ICW	\$	2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
1/4/2010	ICW	\$	2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
1/8/2010	ICW	\$	4,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
1/14/2010	ICW	\$	2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
1/20/2010	ICW	\$	2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
1/22/2010	MD	\$	3,462.20	OC	Debi Brookshire	\$1600-Security Federal (Lot 36 Palmetto Park Brookshire)/\$300-BB&T Item Processing (Acct 7001)/\$330.47-SCE&G (Acct 4507)/\$170.80-AT&T (1899)/\$131.94-City of Columbia (Acct 1624-6)/\$46.99-ADT (15684)/\$882-Sylvan (Acct 10616)
1/26/2010	ICW	\$	2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
1/27/2010	ICW	\$	2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950

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					Jersey (Debra Brookshire)
4/16/2010	ICW	\$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
4/22/2010	FT	\$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
4/27/2010	FT	\$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
4/30/2010	FT	\$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
5/5/2010	FT	\$ 4,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
5/10/2010	FT	\$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
5/11/2010	FT	\$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
5/14/2010	MD	\$ 2,980.63	OC	Debi Brookshire	\$884-Sylvan (Jordan Acct 2999)/\$2096.63-Smith Dray Line (Brookshire Acct 2999)
5/14/2010	FT	\$ 3,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950 (change the BBT number to subtract the middle zero?)
5/17/2010	MD	\$ 2,000.00	FT	Debi Brookshire	Credit Card Clearing Debi Brookshire (5016) into account number 1356
5/24/2010	FT	\$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
5/27/2010	FT	\$ 3,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
5/28/2010	FT	\$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
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6/11/2010	FT	\$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
6/14/2010	MD	\$ 2,500.00	FT	Debi Brookshire	Credit Card Clearing Debi Brookshire (5016) into account number 1356
6/16/2010	FT	\$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
6/24/2010	MD	\$ 2,729.74	FT	Debi Brookshire	Credit Card Clearing Debi Brookshire (5016) into account number 1356
6/24/2010	FT	\$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
6/25/2010	FT	\$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
7/1/2010	Transfer Funds	\$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
7/6/2010	Check # 70001838	\$ 5,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
7/13/2010	FT	\$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
7/16/2010	Transfer Funds	\$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
7/22/2010	FT	\$ 7,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
7/26/2010	MD	\$ 4,207.49	FT	Debi Brookshire	Credit Card Clearing Debi Brookshire (5016) into account number 1356
7/27/2010	FT	\$ 5,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950

10/15/2007	MD	\$ 504.00	MD	NC Dept of Revenue	NC Tax (Hand scribed)
10/8/2008	ICW	\$ 302.00	ICW	NC Dept of Revenue	Hand Scribed Note: NC Tax
10/15/2007	MD	\$ 237.00	MD	NJ Tax Payment	NJ Tax Payment (Hand scribed)
10/8/2008	ICW	\$ 374.00	ICW	NJ Tax Payment	Hand Scribed Note: NJ Tax
9/29/2008	MD	\$ 445.00	OC	Richland County	Payment for traffic tickets
10/14/2008	ICW	\$ 4,632.76	ICW	Richland County	Hand Scribed Note: Tax Motorhome
10/24/2008	ICW	\$ 842.61	ICW	Richland County	Richland County Treasurer-Car Tax
4/28/2009	ICW	\$ 4,082.73	OC	Richland County	Richland County Treasurer
8/22/2008	ICW	\$ 5,000.00	OC	Robert L. Jackson	Robert L Jackson Attorney
9/19/2007	MD	\$ 10,000.00	WFT	SC Dept Revenue	Estimated Tax (Handwritten "State Tax Estimate")
12/17/2007	ICW	\$ 173.02	ICW	SC Dept Revenue	Tax Payment (Hand scribed)
4/16/2008	ICW	\$ 57,000.00	OC	SC Dept Revenue	State Tax Balance
6/10/2008	FT	\$ 10,000.00	OC	SC Dept Revenue	Estimated Tax
11/5/2008	ICW	\$ 167.98	ICW	SCE&G	Account no:  1507
10/2/2009	ICW	\$ 3,200.00	OC	Security Federal for BB and B Builders	Lot 36 Palmetto Parkway
10/8/2008	ICW	\$ 1,377.98	ICW	Smith Dray Line	Hand Scribed Note: Movers
1/16/2009	ICW	\$ 449.76	ICW	Smith Dray Line	Balance Owed Movers
6/22/2010	MD	\$ 1,136.64	OC	Smith Dray Line and Storage Co Inc	 2999
10/10/2007	MD	\$ 4,460.22	MD	State of SC	ID  Debl Brookshire
9/4/2009	ICW	\$ 442.00	OC	Sylvan	Jordan 
1/16/2008	MD	\$ 850.00	MD	The Hobb's Group	Debl's prior accountants
1/16/2008	MD	\$ 1,525.00	MD	The Hobb's Group	Debl's prior accountants
10/8/2008	ICW	\$ 450.00	ICW	The Hobb's	Hand Scribed Note: Hobb's Group Tax Paid

STATE OF SOUTH CAROLINA)

COURT OF COMMON PLEAS

COUNTY OF OCONEE)

Case No.: 2014-CP-37-526

Debi Baker Brookshire,)

Plaintiff,)

v.)

PLAINTIFF'S RESPONSES TO
DEFENDANT COMMUNITY FIRST BANK, INC.'S
SECOND SET OF INTERROGATORIES

Community First Bank, Inc. and
Benjamin Lee Hiott,)

Defendants.)

TO: ELIZABETH BLACK, ATTORNEY FOR THE DEFENDANT:

Pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, Plaintiff Debi Baker Brookshire, by and through the undersigned counsel, does hereby respond to the Interrogatories of the Defendant, Community First Bank, Inc. as follows:

GENERAL OBJECTIONS

A. Plaintiff objects to these interrogatories to the extent that they call for information and material that is protected from disclosure by the attorney/client privilege, the work product doctrine, trade secrecy, or any other applicable privilege law or rule.

B. Plaintiff's responses to these interrogatories do not constitute an admission or acknowledgment that any such information is relevant to any issue in the litigation between the parties or that such document or documents referenced by any response is responsive to any request.

C. Plaintiff objects to these interrogatories to the extent that they attempt, whether individually or collectively, to impose a burden on Defendant that exceeds the requirements of the South Carolina Rules of Civil Procedure.

1. If you have denied any of Community First Bank's First Requests for Admission, in whole or in part, state the reason(s) for such denial and identify all documents that support or related to this answer.

RESPONSE: Objection. Plaintiff is in possession of two different documents labeled Community First Bank's First Requests for Admission. Notwithstanding this objection and to the extent Defendant is referring to the document served on October 23, 2015, Plaintiff is unable to admit to most BB&T transactions prior to September 2008, as records prior to this date no longer exist. See document bates labeled BB&T 000001. Furthermore, with respect to items dated 5/17/10, 6/14/10, and 6/24/2010, Plaintiff is not in possession of documents that will confirm Plaintiff received these funds; however, Defendant should be in possession as this is a credit card that is with Defendant Community First Bank, Inc. If Defendant is able to produce such records, Plaintiff will admit to these three transactions. With respect to all other transactions in Attachment A, Plaintiff is not in possession of documents that confirms receipt of the transactions. If and when Plaintiff does come into possession of such documents, Plaintiff will either admit or deny said transactions.

2. If you have denied any of Community First Bank's First Requests for Admission, in whole or in part, state which disbursements identified on the 11-page table labeled Exhibit A and attached hereto were wither not received by Plaintiff or were not disbursements made for the benefit of Plaintiff. Identify any document that supports or relates to this answer.

RESPONSE: See Response to Interrogatory Number 1 and Attachment A.

Respectfully submitted;

M. David Scott
W. Barney Giese by KLG
THE GIESE LAW FIRM, LLC
1315 Blanding Street
Columbia, South Carolina 29201
barneygiese@gmail.com
Phone: 803-708-6767
Fax: 803-708-6769

M. David Scott
JORDAN, RAUTON & SCOTT, LLC
Post Office Box 948
Lexington, South Carolina 29071

3.

Attachment A

DATE	TRANSACTION TYPE	AMOUNT	TYPE OF DISBURSEMENT	DISBURSED TO	PURPOSE
2/26/2008	ICW	\$ 37.22	ICW	BB&T	LL PAYT (Hand scribed) [REDACTED] 5054 Brookshire Debi
5/23/2008	ICW	\$ 235.35	OC	BB&T	BB&T Financial
6/25/2008	ICW	\$ 945.42	ICW	BB&T	BB&T Financial FSB
7/3/2008	FT	\$ 10,000.00	FT	BB&T	Transfer To Acct: [REDACTED] 5290-Debi Brookshire
7/16/2008	FT	\$ 10,000.00	FT	BB&T	Transfer To Acct: [REDACTED] 5290-Debi Brookshire
9/8/2008	ICW	\$ 8,052.25	FT	BB&T	Acct: [REDACTED] 5054-Brookshire
9/22/2008	ICW	\$ 1,532.10	ICW	BB&T	Acct: [REDACTED] 5054-Brookshire
9/22/2008	ICW	\$ 5,426.23	ICW	BB&T	Acct: [REDACTED] 5054-Brookshire
8/14/2007	FT	\$ 20,000.00	WFT	Debi Brookshire	To: BB&T [REDACTED] 5290
8/14/2007	FT	\$ 25,000.00	WFT	Debi Brookshire	To: BB&T [REDACTED] 7701 (Preferred Line of Credit)
11/14/2007	ICW	\$ 15,000.00	OC	Debi Brookshire	Acct: [REDACTED] 5290 (Deposit in Ck Acct)
1/14/2008	ICW	\$ 20,000.00	OC	Debi Brookshire	Debi Brookshire
3/31/2008	ICW	\$ 20,000.00	ICW	Debi Brookshire	In to account: [REDACTED] 5290 - Fedl Confirmation (Hand Scribed Note)
5/12/2008	FT	\$ 10,000.00	WFT	Debi Brookshire	Transfer To Acct: [REDACTED] 5290-Debi Brookshire
6/16/2008	ICW	\$ 10,000.00	FT	Debi Brookshire	Transfer To Acct: [REDACTED] 5290-Debi Brookshire
7/28/2008	FT	\$ 10,000.00	FT	Debi Brookshire	FedPayments Manager Funds in Account, [REDACTED] 5290
8/1/2008	FT	\$ 15,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [REDACTED] 5290 From: [REDACTED] 950
5/17/2010	MD	\$ 2,000.00	FT	Debi Brookshire	Credit Card Clearing Debi Brookshire ([REDACTED] 5016) into account number [REDACTED] 00356
6/14/2010	MD	\$ 2,500.00	FT	Debi Brookshire	Credit Card Clearing Debi Brookshire ([REDACTED] 5016) into account number [REDACTED] 00356

EXHIBIT 41

Rule 1006, SCJE Summary of Undisputed Disbursements from Account (by Type)
(Exhibit 41 to Community First's Memorandum in Support of Its Motion for Summary Judgment)

	A	B	C	D	E
	Date	Debit	Recipient of Disbursement	Notes	Sources
43	5/7/2009	\$1,500.00	BB&T		CFB003058, CFB003065-3067
44	5/13/2009	\$130.00	BB&T		CFB003058, CFB003068-3071
45	5/13/2009	\$286.01	BB&T		CFB003058, CFB003068, CFB003072-3074
46	5/19/2009	\$500.00	BB&T		CFB003058, CFB003093-3097
47	5/26/2009	\$5,000.00	BB&T		CFB003058, CFB003102-3106
48	6/3/2009	\$3,500.00	BB&T		CFB003098, CFB003121-3125
49	6/9/2009	\$2,500.00	BB&T		CFB003098, CFB003136-3140
50	6/17/2009	\$2,500.00	BB&T		CFB003098, CFB003141-3144
51	6/24/2009	\$3,500.00	BB&T		CFB003098, CFB003147-3150
52	6/30/2009	\$3,000.00	BB&T		CFB00003151, CFB003153-3156
53	7/3/2009	\$2,500.00	BB&T		CFB00003151, CFB003157-3160
54	7/8/2009	\$3,000.00	BB&T		CFB00003151, CFB003169
55	7/16/2009	\$121.80	BB&T		CFB00003151, CFB003171-3175, CFB003176
56	7/17/2009	\$4,000.00	BB&T		CFB00003151, CFB003176-3179
57	7/23/2009	\$2,500.00	BB&T		CFB00003151, CFB003186-3189
58	7/27/2009	\$850.00	BB&T		CFB00003151, CFB003190-3193
59	7/30/2009	\$3,000.00	BB&T		CFB00003152, CFB003194-3197
60	8/5/2009	\$3,000.00	BB&T		CFB003198, CFB003206-3209
61	8/10/2009	\$2,000.00	BB&T		CFB003198, CFB003210-3213
62	8/17/2009	\$3,000.00	BB&T		CFB003198, CFB003214-3217
63	8/18/2009	\$2,000.00	BB&T		CFB003198, CFB003218-3221
64	8/25/2009	\$1,200.00	BB&T		CFB003198, CFB003222-3226
65	8/31/2009	\$1,000.00	BB&T		CFB003198, CFB003227-3230
66	9/1/2009	\$1,000.00	BB&T		CFB003233, CFB003235-3239
67	9/4/2009	\$2,500.00	BB&T		CFB003233, CFB003243, CFB003249-3253
68	9/9/2009	\$2,500.00	BB&T		CFB003233, CFB003262-3265
69	9/22/2009	\$3,500.00	BB&T		CFB003234, CFB003293-3296
70	10/2/2009	\$1,500.00	BB&T		CFB003313, CFB003315-3318
71	10/5/2009	\$3,000.00	BB&T		CFB003313, CFB003321-3324
72	10/9/2009	\$2,500.00	BB&T		CFB003313, CFB003325-3328
73	10/15/2009	\$2,000.00	BB&T		CFB003313, CFB003334-3348
74	10/22/2009	\$1,500.00	BB&T		CFB003313, CFB003353-3356
75	10/26/2009	\$3,500.00	BB&T		CFB003313, CFB003357-3360
76	11/2/2009	\$2,500.00	BB&T		CFB003361, CFB003363-3366
77	11/6/2009	\$2,000.00	BB&T		CFB003361, CFB003385-3388
78	11/9/2009	\$3,000.00	BB&T		CFB003361, CFB003389-3393
79	11/16/2009	\$2,500.00	BB&T		CFB003361, CFB003394-3397
80	11/18/2009	\$2,000.00	BB&T		CFB003361, CFB003399-3402
81	11/23/2009	\$2,000.00	BB&T		CFB003361, CFB003403-3407
82	11/27/2009	\$4,000.00	BB&T		CFB003361, CFB003408-3410

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Rule 1006, SCRE Summary of Undisputed Disbursements from Account (by Type)
 (Exhibit 41 to Community First's Memorandum in Support of its Motion for Summary Judgment)

1.	A.		B.		C.		D.		E.	
	Date	Debit			Recipient of Disbursement		Notes		Source	
125	6/24/2010	\$2,500.00	BB&T						CFB003704, CFB003734-3736	
126	6/25/2010	\$3,000.00	BB&T						CFB003704, CFB003740-3742	
127	7/1/2010	\$3,000.00	BB&T						CFB003744, CFB003746-3748	
128	7/6/2010	\$5,000.00	BB&T						CFB003745, CFB003783-3786	
129	7/13/2010	\$250.00	BB&T						CFB003744, CFB002749, CFB003751-3753	
130	7/13/2010	\$2,500.00	BB&T						CFB003744, CFB003750, CFB003754-3758	
131	7/16/2010	\$2,500.00	BB&T						CFB003744, CFB003759-3761	
132	7/22/2010	\$7,500.00	BB&T						CFB003745, CFB003763-3765	
133	7/27/2010	\$5,000.00	BB&T						CFB003745, CFB003773-3775	
134	7/30/2010	\$10,000.00	BB&T						CFB003745, CFB003780-3782	
135	8/3/2010	\$10,119.17	BB&T						CFB003787, CFB003789-3791	
136	8/11/2010	\$202,928.00	BB&T						CFB003787, CFB003792-3794	
137	2/23/2011	\$285,233.34	BB&T						CFB003801, CFB003803-3806	
138	Subtotal	\$1,065,626.82	BB&T							
139	2/19/2010	\$1,065.00	Bills (Adams Agency x2)						CFB003516, CFB003555-3556	
140	11/6/2008	\$46.99	Bills (ADT)						CFB002897, CFB002911-2912	
141	1/26/2009	\$552.97	Bills (ADT, BB&T, City of Columbia)						CFB002939, CFB002963, CFB002965	
142	5/15/2009	\$537.14	Bills (ADT, Daycare, SCE&G)						CFB003058, CFB003077, CFB003084	
143	6/11/2009	\$967.50	Bills (ADT, SCE&G, American Express, BB&T)						CFB003098, CFB003126-3127	
144	4/28/2009	\$133.92	Bills (ADT, Time Warner, City of Columbia)						CFB00003018, CFB003038-3039	
145	2/5/2010	\$3,407.26	Bills (AT&T, City of Columbia, BB&T, SCE&G, Sylvan, Rent, Clark's Pest)						CFB0003516, CFB003522-3523	
146	10/14/2009	\$1,145.83	Bills (AT&T, SCE&G, ADT, Lexington Radiology, Womens Health and Diagnostic, Lexington Medical Center, BB&T)						CFB003313, CFB003329-3330	
147	5/15/2009	\$4,579.00	Bills (Attorney, GMAC Insurance)						CFB003058, CFB003085	
148	6/5/2009	\$1,961.50	Bills (BB&T, Rent, Time Warner, City of Columbia)						CFB003098, CFB003107-3108	
149	9/8/2009	\$857.02	Bills (City of Columbia, AT&T, Lexus)						CFB003233, CFB003254-3255	
150	8/3/2009	\$792.63	Bills (City of Columbia, Lexus)						CFB003198, CFB003200-3201	
151	7/15/2009	\$1,057.30	Bills (City of Columbia, SCE&G, Lexus)						CFB00003151, CFB003161-3162	
152	9/23/2009	\$109.92	Bills (City of Columbia, Time Warner)						CFB003234, CFB003299-3300	
153	9/9/2009	\$3,623.93	Bills (Clark's Pest, SCE&G, ADT, Smith Day Line, Hobbs Group)						CFB003233, CFB003266, CFB003274	
154	7/20/2009	\$5,600.00	Bills (Dan Brookshire, Rent)						CFB00003151, CFB003175	
155	3/16/2009	\$4,925.91	Bills (Daycare, Lexus, BB&T, SCE&G, City of Columbia, ADT, Rent)						CFB00002992, CFB002995-2996	
156	12/23/2009	\$1,728.64	Bills (GMAC Insurance)						CFB003411, CFB003449, CFB003451	
157	4/15/2010	\$512.47	Bills (GMAC Insurance)						CFB003616, CFB003617	

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Rule 1006, SCRE Summary of Undisputed Disbursements from Account (by Type)
 (Exhibit 41 to Community First's Memorandum in Support of Its Motion for Summary Judgment)

A.	B.	C.	D.	E.
Date	Debit	Recipient of Disbursement	Notes	Sources
193 10/4/2007	\$36,626.00	Car (Jim Hudson)		CFB002580, CFB002582-2583
194 7/26/2010	\$4,207.49	Community First (Credit Card)		CFB003745, CFB003766, CFB003771-3772
195 9/23/2008	\$10,000.00	Dan Brookshire		CFB002818, CFB002856-2858
196 11/3/2008	\$27,708.15	Dan Brookshire		CFB002897, CFB002902, CFB002904
197 3/30/2009	\$2,500.00	Dan Brookshire		CFB00002992, CFB003012-3014
198 6/5/2009	\$5,000.00	Dan Brookshire		CFB003098, CFB003107, CFB003117-3119
199 6/25/2009	\$2,000.00	Dan Brookshire		CFB003098, CFB003145-3146
200 9/9/2009	\$4,000.00	Dan Brookshire		CFB003234, CFB003266, CFB003285-3286
201 10/15/2007	\$1,038.50	Gilbert Jean		CFB002580, CFB002591, CFB002596
202 2/7/2008	\$5,000.00	Gilbert Jean		CFB002664, CFB002666, CFB002668-2670
203 6/23/2008	\$3,000.00	Gilbert Jean		CFB002733, CFB002748-2750
204 1/27/2009	\$3,000.00	Gilbert Jean		CFB002939, CFB002966-2968
205 10/15/2007	\$2,339.00	Taxes (Georgia)		CFB002580, CFB002591, CFB002597
206 11/19/2007	\$748.48	Taxes (Georgia)		CFB002613, CFB002627-2628
207 10/8/2008	\$380.00	Taxes (Georgia)	Not disputed based on presumed year dating error in discovery (listed as 2007, but actually in 2008).	CFB002867, CFB002870, CFB002873
208 4/16/2010	\$1,032.00	Taxes (Georgia, New Jersey)		CFB003616, CFB003639-3640
209 9/19/2007	\$50,000.00	Taxes (IRS)		CFB002574, CFB002578-2579
210 12/18/2007	\$40,000.00	Taxes (IRS)		CFB002635, CFB002642-2644
211 4/16/2008	\$336,329.00	Taxes (IRS)		CFB002704, CFB002714-2715
212 6/16/2008	\$35,000.00	Taxes (IRS)		CFB002733, CFB002745-2747
213 4/28/2009	\$5,847.00	Taxes (IRS, North Carolina, New Jersey, Georgia)		CFB00003018, CFB003038, CFB003049
214 10/15/2007	\$237.00	Taxes (New Jersey)		CFB002580, CFB002591, CFB002593
215 10/8/2008	\$374.00	Taxes (New Jersey)		CFB002867, CFB002870, CFB002872
216 10/15/2007	\$504.00	Taxes (North Carolina)		CFB002580, CFB002591, CFB002594-2595
217 10/8/2008	\$302.00	Taxes (North Carolina)		CFB002867, CFB002870, CFB002871
218 10/14/2008	\$4,632.76	Taxes (Richland County)		CFB002867, CFB002881-2882
219 10/24/2008	\$842.61	Taxes (Richland County)		CFB002868, CFB002890-2891
220 4/28/2009	\$4,082.73	Taxes (Richland County)		CFB00003018, CFB003038, CFB003046-3048
221 9/19/2007	\$10,000.00	Taxes (South Carolina)		CFB002574, CFB002576-2577
222 10/10/2007	\$4,460.22	Taxes (South Carolina)		CFB002580, CFB002584, CFB002588
223 12/17/2007	\$173.02	Taxes (South Carolina)		CFB002635, CFB002639-2641
224 4/16/2008	\$57,000.00	Taxes (South Carolina)		CFB002704, CFB002711-2714
225 6/10/2008	\$10,000.00	Taxes (South Carolina)		CFB002733, CFB002738-2739, CFB002741-2744

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EXHIBIT 42

Rule 1006, SCRE Summary of Disputed Disbursements from Account (by Type)
(Exhibit A2 to Community First's Memorandum in Support of its Motion for Summary Judgment)

A	B	C	D	E
1. Date	Debit	Recipient of Disbursement	Notes	Source
46	7/22/2008	\$12,000.00 Crosby		CFB002754; CFB002768
47	8/28/2008	\$14,686.31 Crosby		CFB002779; CFB002812
48	8/29/2008	\$65,000.00 Crosby		CFB002779; CFB002813-2817
49	9/16/2008	\$2,103.36 Crosby		CFB002818, CFB002829, 2833
50	9/16/2008	\$12,528.79 Crosby		CFB002818; CFB002829, CFB002839-2842
51	9/17/2008	\$15,000.00 Crosby		CFB002818, CFB002847-2851
52	11/3/2008	\$16,560.00 Crosby		CFB002897, CFB002903; CFB002905
53	12/17/2008	\$21,500.00 Crosby		CFB002923, CFB002932, 2933
54	Subtotal	\$1,491,697.85		
55	10/16/2008	\$3,500.00 Dan Brookshire		CFB002868, CFB002883-2884
56	10/24/2008	\$3,500.00 Dan Brookshire		CFB002868, CFB002885, CFB002887-2889
57	Subtotal	\$7,000.00		
58	11/9/2007	\$2,500.00 Hiott (Ben Hiott)		CFB002613, CFB002620
59	3/3/2008	\$8,000.00 Hiott (Ben Hiott)		CFB002685, CFB002687-2688
60	3/31/2008	\$550.00 Hiott (Ben Hiott)		CFB002685, CFB002699-2700
61	9/22/2008	\$1,000.00 Hiott (Ben Hiott)		CFB002818, CFB002852
62	10/21/2008	\$2,500.00 Hiott (Ben Hiott)		CFB002868, CFB002886
63	1/29/2009	\$2,000.00 Hiott (Ben Hiott)		CFB002939; CFB002969-2970
64	7/17/2009	\$1,000.00 Hiott (Ben Hiott)		CFB003151, CFB003170
65	11/18/2009	\$500.00 Hiott (Ben Hiott)		CFB003361, CFB003398
66	12/21/2009	\$4,000.00 Hiott (Ben Hiott)		CFB003411, CFB003444
67	12/28/2009	\$3,500.00 Hiott (Ben Hiott)		CFB003411, CFB002450
68	2/17/2010	\$5,000.00 Hiott (Ben Hiott)		CFB003516, CFB003550
69	2/22/2010	\$500.00 Hiott (Ben Hiott)		CFB003516, CFB003561
70	2/25/2010	\$500.00 Hiott (Ben Hiott)		CFB003516, CFB003566
71	3/17/2010	\$2,000.00 Hiott (Ben Hiott)		CFB003571, CFB003597
72	4/13/2010	\$4,000.00 Hiott (Ben Hiott)		CFB003616, CFB003622
73	6/15/2010	\$3,000.00 Hiott (Ben Hiott)		CFB003704, CFB003725
74	11/14/2007	\$2,500.00 Hiott (Hilltop, Inc.)		CFB002613; CFB002615-2616
75	12/14/2009	\$5,000.00 Hiott (Hilltop, Inc.)		CFB003411; CFB003439
76	4/14/2010	\$3,500.00 Hiott (Hilltop, Inc.)		CFB003616, CFB003623, CFB003638
77	1/17/2008	\$5,000.00 Hiott (Marc Hiott)		CFB002646, CFB002654-2659
78	2/29/2008	\$8,500.00 Hiott (Marc Hiott)		CFB002664, CFB002678-2679
79	9/2/2009	\$151.00 Hiott (Marc Hiott)		CFB003233, CFB003240-3242
80	2/8/2010	\$4,000.00 Hiott (Marc Hiott)		CFB003516, CFB003541
81	1/23/2008	\$4,275.16 Hiott (Sue Hiott)		CFB002646, CFB002661-2663
82	10/31/2007	\$50,000.00 Hiott (Upstate Real Estate)		CFB002580, CFB002606-2608
83	Subtotal	\$12,317.03		
84	9/4/2009	\$491.00 Insurance (GMAC Insurance)		CFB003233, CFB003247-3248
85	10/25/2007	\$1,197.91 Insurance (Mass Mutual)		CFB002580, CFB002604-2605
86	10/3/2008	\$139.70 Insurance (Nationwide)		CFB002867, CFB002869
87	10/3/2008	\$496.00 Insurance (Nationwide)		CFB002867, CFB002869
88	10/3/2008	\$512.00 Insurance (Nationwide)		CFB002867, CFB002869
89	10/3/2008	\$901.90 Insurance (Nationwide)		CFB002867, CFB002869
90	10/21/2009	\$984.66 Insurance (Nationwide)		CFB003313, CFB003349-3352
91	4/19/2010	\$1,356.00 Insurance (Victoria Insurance)		CFB003616, CFB003650

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DOCUMENTS:

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12/31/2007

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST
COLUMBIA SC 29205

30-0

PLEASE VISIT OUR NEW OFFICE NOW OPEN AT 2007 EAST GREENVILLE ST.
ANDERSON, SC. (ACROSS FROM ANMED HEALTH CAMPUS ON HIGHWAY 81)
PHONE (854)224-0178.

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PERFORMANCE INVESTMT ACCOUNT 1950

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DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			11/30/07	295,587.54
INVESTMENT COUNTER WITHDRAWAL	1,145.98		12/12/07	295,440.56
INVESTMENT COUNTER WITHDRAWAL	173.02		12/17/07	295,267.54
DEPOSIT		136,829.58	12/18/07	432,097.12
MISCELLANEOUS DEBIT	40,000.00		12/18/07	392,097.12
TAX	310,510.75		12/31/07	81,586.37
INTEREST		1,215.23	12/31/07	82,801.60
BALANCE THIS STATEMENT			12/31/07	82,801.60
TOTAL CREDITS: (2)	138,044.81	AVG AVAILABLE BALANCE		325,062.98
TOTAL DEBITS: (4)	351,830.75	AVERAGE BALANCE		329,476.84

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I N T E R E S T

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AVERAGE LEDGER BALANCE:	329,476.84	INTEREST EARNED:	1,215.23
AVERAGE AVAILABLE BALANCE:	325,062.98	DAYS IN PERIOD:	31
INTEREST PAID THIS PERIOD:	1,215.23	ANNUAL PERCENTAGE YIELD EARNED:	4.49%
INTEREST PAID 2007:	14,215.40		

***** C O N T I N U E D *****

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01/31/2008

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST
COLUMBIA SC 29205

30-0
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* PLEASE VISIT OUR NEW OFFICE NOW OPEN AT 2007 EAST GREENVILLE ST,
* ANDERSON, SC. (ACROSS FROM ANMED HEALTH CAMPUS ON HIGHWAY 81).
* PHONE (864)224-0178.

=====

PERFORMANCE INVESTMT ACCOUNT 1950

=====

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			12/31/07	82,801.60
DEPOSIT		12,400.00	01/07/08	95,201.60
INVESTMENT COUNTER WITHDRAWAL		310,510.75	01/07/08	405,712.35
INVESTMENT COUNTER WITHDRAWAL	20,000.00		01/14/08	385,712.35
MISCELLANEOUS DEBIT	850.00		01/16/08	384,862.35
MISCELLANEOUS DEBIT	1,525.00		01/16/08	383,337.35
INVESTMENT COUNTER WITHDRAWAL	5,000.00		01/17/08	378,337.35
DEPOSIT		5,433.76	01/18/08	383,771.11
INVESTMENT COUNTER WITHDRAWAL	4,275.16		01/23/08	379,495.95
INTEREST		1,218.06	01/31/08	380,714.01
BALANCE THIS STATEMENT			01/31/08	380,714.01
TOTAL CREDITS	(4)	329,562.57	AVG AVAILABLE BALANCE	328,067.08
TOTAL DEBITS	(5)	311,650.16	AVERAGE BALANCE	329,168.21

***** C O N T I N U E D *****

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

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ACCOUNT:
DOCUMENTS:

1950 PAGE: 1
12/31/2009
6

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST

COLUMBIA SC 29205

30-0
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AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE
IN FDIC INSURANCE COVERAGE IS EFFECTIVE IMMEDIATELY.
COVERAGE RAISES TO \$250,000 PER DEPOSITOR THROUGH DECEMBER 31, 2009

PERFORMANCE INVESTMT ACCOUNT 1950

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			11/28/08	118,515.97
FUNDS TRANSFER	7,500.00		12/03/08	111,015.97
MISCELLANEOUS DEBIT	10,000.00		12/05/08	101,015.97
REJECTION ENTRY OF 12/03		7,500.00	12/08/08	108,515.97
BAKER AND BAKER BAKER		5,433.76	12/15/08	113,949.73
FBO Debi Baker Brookshire		25,720.00	12/17/08	150,669.73
MISCELLANEOUS DEBIT	16,500.00		12/17/08	134,169.73
MISCELLANEOUS DEBIT	21,500.00		12/17/08	112,669.73
FUNDS TRANSFER	15,000.00		12/18/08	97,669.73
DEPOSIT		18,900.00	12/19/08	116,569.73
INVESTMENT COUNTER WITHDRAWAL	40,200.00		12/26/08	76,369.73
INTEREST		201.10	12/31/08	76,570.83
BALANCE THIS STATEMENT			12/31/08	76,570.83
TOTAL CREDITS (5)	68,754.86			103,469.72
TOTAL DEBITS (5)	110,700.00			105,187.90
		AVG AVAILABLE BALANCE		
		AVERAGE BALANCE		

INTEREST

AVERAGE LEDGER BALANCE:	105,187.90	INTEREST EARNED:	201.10
AVERAGE AVAILABLE BALANCE:	103,469.72	DAYS IN PERIOD:	33
INTEREST PAID THIS PERIOD:	201.10	ANNUAL PERCENTAGE YIELD EARNED:	2.17%
INTEREST PAID 2008:	5,128.96		

*** CONTINUED ***

4. No funds available for this date, reduced 08

ELECTRONICALLY FILED - 2010 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

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ACCOUNT:
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07/30/2010

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DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST
COLUMBIA SC 29205

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12

AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE
IN FDIC INSURANCE COVERAGE IS EFFECTIVE IMMEDIATELY.
COVERAGE RAISES TO \$250,000 PER DEPOSITOR THROUGH DECEMBER 31, 2013.

AS OF SEPTEMBER 18, 2009, ALL INTERNATIONAL ACH TRANSACTIONS MUST BE
VERIFIED AGAINST THE LIST OF SPECIALLY DESIGNATED NATIONALS. THIS
ACTION MAY CAUSE A DELAY IN THE SETTLEMENT OF SUCH FUNDS TO YOUR ACCOUNT.

=====49* CHECKING ACCOUNT 1950=====

=====

AVAILABLE BALANCE	68,747.01	LAST STATEMENT 06/30/10	71,225.78
AVERAGE BALANCE	58,747.01	4 CREDITS	227,250.23
		13 DEBITS	85,428.12
		THIS STATEMENT 07/30/10	213,042.89

=====

===== DEPOSITS =====

REF #	DATE	AMOUNT	REF #	DATE	AMOUNT
	07/27	33,235.82		07/29	188,575.00

===== OTHER CREDITS =====

DESCRIPTION	DATE	AMOUNT
BAKERANDBAKEROP BOPER	07/15	5,433.76
INTEREST	07/30	5.65

===== OTHER DEBITS =====

DESCRIPTION	DATE	AMOUNT
FUNDS TRANSFER	07/01	3,000.00
MISCELLANEOUS DEBIT	07/13	250.00
FUNDS TRANSFER	07/13	2,500.00
MISCELLANEOUS DEBIT	07/14	2,500.00
FUNDS TRANSFER	07/16	2,500.00

*** CONTINUED ***

ELECTRONICALLY FILED - 2010 Dec 09 11:22 AM - OCONEE COMMON PLEAS CASE#2014CP3700526

CFB002518

EXHIBIT 44

DEBI BAKER, BROOKSHIRE TRUST

=====

- - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEE:	.00	.00

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - O'CONNOR - COMMON PLEAS - CASE#2014CP3700526

GENERAL LEDGER CREDIT

Commonly First Bank
Wire Transfer
Cashing 02A

Trans Number	TDWRS30	Amo	\$ 25,000.00	Foot	\$ 25,000.00
Date	08/14/2007	Time	11:40	Loc	07
Part	0001 BROOK32/R	Payee	001 BROOK32/R		

00532021300 30240010 458,000025000000

DDA Credits - 08/14/2007

Wire/Funds Transfer Payment Order

70000520

REMITTANT NAME & ACCOUNT DATA
 Account Number: 0000000000
 Branch: 0000000000
 Address: 0000000000
 City: 0000000000
 State: 0000000000
 Zip: 0000000000

RECIPIENT NAME & ACCOUNT DATA
 Account Number: 0000000000
 Branch: 0000000000
 Address: 0000000000
 City: 0000000000
 State: 0000000000
 Zip: 0000000000

Transfer Amount: \$ 25,000.00
 Date: 08/14/2007
 Time: 11:40 AM
 Loc: 07
 Payee: 001 BROOK32/R
 Payee Name: 001 BROOK32/R
 Payee Address: 0000000000
 Payee City: 0000000000
 Payee State: 0000000000
 Payee Zip: 0000000000

Authorized Signature: [Signature]
 Date: 08/14/2007
 Time: 11:40 AM
 Loc: 07
 Payee: 001 BROOK32/R
 Payee Name: 001 BROOK32/R
 Payee Address: 0000000000
 Payee City: 0000000000
 Payee State: 0000000000
 Payee Zip: 0000000000

00532021300 30240010 066,000025000000

DDA Debits - 08/14/2007

CFB002573

000 00007 03
ACCOUNT:
DOCUMENTS:

1950

PAGE 2
01/31/2008

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT 1950

INTEREST

AVERAGE LEDGER BALANCE:	329,168.21	INTEREST EARNED:	1,218.06
AVERAGE AVAILABLE BALANCE:	328,067.08	DAYS IN PERIOD:	31
INTEREST PAID THIS PERIOD:	1,218.06	ANNUAL PERCENTAGE YIELD EARNED:	4.46%
INTEREST PAID 2008:	1,218.06		
INTEREST PAID 2007:	14,215.40		

ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - O'CONNOR - COMMON PLEAS - CASE#2014CP3700526

CFB002647

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ACCOUNT:
DOCUMENTS:

1950 PAGE: 1
02/29/2008

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST

COLUMBIA SC 29205

30-0
2
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* PLEASE VISIT OUR NEW OFFICE NOW OPEN AT 2007 EAST GREENVILLE ST.
* ANDERSON, SC. (ACROSS FROM ANMED HEALTH CAMPUS ON HIGHWAY 81) *
* PHONE: (864) 224-0178 *

=====

PERFORMANCE INVESTMT ACCOUNT 1950

=====

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			01/31/08	380,714.01
MISCELLANEOUS DEBIT	1,345.00		02/07/08	379,369.01
MISCELLANEOUS DEBIT	5,000.00		02/07/08	374,369.01
IDS TRANSFER	23,608.75		02/13/08	350,760.26
DEPOSIT		1,475.62	02/19/08	352,235.88
DEPOSIT		5,433.76	02/21/08	357,669.64
DEPOSITED ITEM(S) RETURNED				
INVESTMENT COUNTER WITHDRAWAL	75.00		02/25/08	357,594.64
INVESTMENT COUNTER WITHDRAWAL	37.22		02/26/08	357,557.42
	1,156.01		02/26/08	356,401.41
TRF	2,509.00		02/29/08	347,901.41
INTEREST		939.51	02/29/08	348,840.92
SERVICE CHARGE	4.00		02/29/08	348,836.92
BALANCE THIS STATEMENT			02/29/08	348,836.92
TOTAL CREDITS (3)		7,848.89	AVG AVAILABLE BALANCE	363,379.34
TOTAL DEBITS (8)	39,725.98		AVERAGE BALANCE	363,617.59

*** C O N T I N U E D ***

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCOONEE - COMMON PLEAS - CASE#2014CP3700526

CFB002664

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - O'CONNOR - COMMON PLEAS - CASE#2014CP3700526

Community First Bank
OFFICIAL CHECK

CREDIT MEMO

Mem Number:	70004181	Amnt: \$	37.22	Fee: \$	0.00
Date:	4/23/2000	Time:	14:39	LOC:	87
Payee:	US - 223	Code:	SI-BENT		
	US - 223	Payee:	FEAT		

70004181 40532024101 3839 012

DDA Credit - 02/26/2008

SECRET

DDA Credits - 02/26/2008

FD-447 (Rev. 1-7-73)

DDA/DDC — DEBIT TRANSACTION FORM

ACCOUNT NUMBER 150 10000000000000000000 DATE 2-25-77

PREPARED BY Joe Nijm AMOUNT 37.24

FOR CASH DEPOSIT BEFORE TRANSACTION:

1. OVERCASH COUNTRIES
2. CHECKS COUNTRIES
3. CASH DEPOSIT
4. OFFICE APPROVED CHECK
5. CASH PAYMENT
6. PAY FIRST CHECK

FOR CASH DEPOSIT AFTER TRANSACTION:

7. PAY FIRST CHECK
8. PAY FIRST CHECK
9. SERVICE CHARGE
10. BALANCE
11. CASH DEPOSIT WITHDRAWAL

FOR CASH DEPOSIT AFTER TRANSACTION:

12. CASH DEPOSIT
13. SERVICE CHARGE
14. BALANCE
15. CASH DEPOSIT WITHDRAWAL

15555-50014

DDA Debts - 02/26/2008

80-25-2000, 701A000191R SUSSEX COUNTY, NJ 08060

DDA-Dobles - 02/26/2008

CFB002676

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ACCOUNT:
DOCUMENTS:

PAGE: 2
03/31/2008
1950
6

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT 1950

ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - O'CONNOR - COMMON PLEAS - CASE#2014CP3700526

CFB002686

Message Disposition	(1100)	02 P 2
Acceptance Timestamp	(1110)	0331 1153 FT01
OMAD	(1120)	20080331 E3QP022C 000178 0331 1153 FT01
Sender Supplied Info	(1500)	0205320213P
Type/Subtype Code	(2510)	1000
IMAD	(1520)	20080331 QMGFT013 001200
Amount	(2000)	620.000.00
Sender DI	(3100)	053202130CFB WALKHALLA SC
Sender Reference	(3320)	70000792
Receiver DI	(3400)	053201607B8RT
Business Function	(3600)	CTR
Beneficiary	(4200)	DEBT BAKER BROOKSHIRE
Originator	(5000)	DEBT BAKER BROOKSHIRE

Fed Confirmation

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

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ACCOUNT:
DOCUMENTS:

1950
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PAGE: 2
05/30/2008

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT 1950

ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

ELECTRONICALLY FILED: 2016 Dec 09 11:22 AM - O'CONNOR - COMMON PLEAS - CASE#2014CP3700526

CFB002723

Community First Bank
MEMO ORDER

CREDIT MEMO

Item Number:	70000005	Amnt:	\$ 235.35	Fees:	\$ 0.00
Date:	05/23/2008	Time:	11:44	Lot:	07
Party:	BR00000000	Payee:	BBAT FINANCIAL ASS	Oper:	DI-BAT

[Signature]
AUTHORIZED SIGNATURE

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DDA Credits - 05/23/2008

05/23/2008 71000004000 > 053202130 CFB Encl 0527

Sell H.O. 235.35

05/23/2008 10:11:05 AM
0007-03 0016 0014
Serial 117 70000004

DDA Credits - 05/23/2008

DDA/001 - DEBIT TRANSACTION FORM

ACCOUNT NAME: *Asst. Comptroller*

PRINTED BY: *DDA*

DATE: *5/23/08*

AMOUNT: *235.35*

ACCOUNT NUMBER: *065*

⑈5555⑈500⑈1⑈

DEBIT DEMAND DEPOSIT TRANSACTIONS

- 01 - OVERDRAFT CHARGE
- 02 - CHECK DEPOSIT CHARGE
- 03 - NOSE DEDT
- 04 - OTHERS APPROVED CHECK
- 05 - LOAN PAYMENT
- 06 - PAY FIRST CHECK
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DEBIT DEMAND DEPOSIT TRANSACTIONS

- 01 - LOAN ADVANCE
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DDA Debits - 05/23/2008

05/23/2008 71000004000 > 053202130 CFB Encl 0527

OnUsck: 235.35

05/23/2008 10:11:05 AM
0007-03 0016 0014
Serial 117 70000004

DDA Debits - 05/23/2008

CFB002731

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ACCOUNT:
DOCUMENTS:

PAGE: 1
1950 06/30/2008
10

DEBT BAKER BROOKSHIRE TRUST
DEBT BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST
COLUMBIA SC 29205

30-0
3
7

PLEASE VISIT OUR NEW OFFICE NOW OPEN AT 2007 EAST GREENVILLE ST.
ANDERSON, SC. (ACROSS FROM ANMED HEALTH CAMPUS ON HIGHWAY 81)
PHONE (864) 224-0178

PERFORMANCE INVESTMT ACCOUNT 1950

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			05/30/08	6,851.95
ESTMENT COUNTER WITHDRAWAL	1,146.98		06/04/08	5,704.97
T LOAN PHONEFYMNT	165.00		06/05/08	5,539.97
BB&T LOAN PHONEFYMNT	1,005.00		06/05/08	4,534.97
DEPOSIT		68,108.77	06/09/08	72,643.74
FUNDS TRANSFER	10,000.00		06/10/08	62,643.74
DEPOSIT		7,922.00	06/16/08	70,565.74
INVESTMENT COUNTER WITHDRAWAL	10,000.00		06/16/08	60,565.74
INVESTMENT COUNTER WITHDRAWAL	35,000.00		06/16/08	25,565.74
DEPOSIT		5,433.76	06/20/08	30,999.50
INVESTMENT COUNTER WITHDRAWAL	3,000.00		06/23/08	27,999.50
INVESTMENT COUNTER WITHDRAWAL	945.42		06/25/08	27,054.08
INVESTMENT COUNTER WITHDRAWAL	1,146.98		06/25/08	25,907.10
INTEREST		45.49	06/30/08	25,952.59
BALANCE THIS STATEMENT			06/30/08	25,952.59
TOTAL CREDITS (4)	81,510.02	AVG AVAILABLE BALANCE		26,517.80
TOTAL DEBITS (9)	62,409.38	AVERAGE BALANCE		29,240.70

***** CONTINUED *****

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - O'CONNOR - COMMON PLEAS - CASE#2014CP3700526

CFB002733

INSTR: 001
 REPORT: 185
 SYSTEM: 06/05/2008 18:35

COMMUNITY T-BANK
 ITEM: ENY STEM
 BLOCK LISTING
 BLOCK: 0096

PAGE: 279
 RUN DATE: 7/05/2008
 PROCESSED THRU: 06/05/2008

SEQUENCE: R/T-NUMBER ACCOUNT-NUMBER DATE AMOUNT CHECK-# T/C ENY DESCRIPTION

Redacted

1573.00 0532-0212 950 06/05/08 21,005.00 064 01 BBET LOAN PRORATEMENT
 1574.00 0532-0212 950 06/05/08 1,169.00 064 01 BBET LOAN PRORATEMENT

Redacted

7/31/2008 10:12 AM
 ELECTRONICALLY FILED
 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CR3700526

FedPayments Manager - Funds

Environment: Front-End: PROD ABA: 053202130
 Mode: PROD Service Unit: 05320213
 Cycle Date: 06/11/2008 System Date/Time: 06/11/2008 12:24:33

Status: Completed Message Type: Standard
 Create Time: 06/10/2008 09:36:40 Test/Prod: Prod
 IMAD: 20080610 QMGFT003 000162 06100959
 ONAD: 20080610 E3QF022C 000052 06100959

BASIC INFORMATION

Sender ABA (3100): 053202130, CFB NALHALLA SC
 Receiver ABA (3400): 053201607 BBAF
 Amount (2000): 10,000.00
 Type Code (1510): 1000 - Transfer of Funds
 Business Function (3600): CTR - Customer Transfer
 Reference Number (3320): 70000864

INSTITUTION INFORMATION

Originator (5000):
 ID Code: D - DDA Account Number
 Identifier: 1950
 Name: DEBI BROOKSHIRE
 Beneficiary (4200):
 ID Code: D - DDA Account Number
 Identifier: 5290
 Name: DEBI BROOKSHIRE

06/11/2008 12:24:33

Page 1 of 1

CFB002741

000 00007 03
ACCOUNT:
DOCUMENTS:

1950
12

PAGE: 1
07/31/2008

DEBI BAKER, BROOKSHIRE TRUST
DEBT BAKER, BROOKSHIRE TRUSTEE
1707 DEVINE ST
COLUMBIA, SC 29205

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* ANDERSON, SC (ACROSS FROM ANMED HEALTH CAMPUS ON HIGHWAY 61).
* PHONE (864)224-0178.

PERFORMANCE INVESTMT ACCOUNT 1950

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			06/30/08	25,952.59
FUNDS TRANSFER	10,000.00		07/03/08	15,952.59
INVESTMENT COUNTER WITHDRAWAL	124.95		07/11/08	15,827.64
FUNDS TRANSFER	10,000.00		07/16/08	5,827.64
DEPOSIT		5,433.76	07/18/08	11,261.40
DEPOSIT		18,000.00	07/18/08	29,261.40
INVESTMENT COUNTER WITHDRAWAL	134.95		07/22/08	29,126.45
INVESTMENT COUNTER WITHDRAWAL	756.00		07/22/08	28,370.45
INVESTMENT COUNTER WITHDRAWAL	12,000.00		07/22/08	16,370.45
INVESTMENT COUNTER WITHDRAWAL	1,146.98		07/25/08	15,223.47
INVESTMENT COUNTER WITHDRAWAL	4,100.00		07/25/08	11,123.47
FUNDS TRANSFER	10,000.00	See Q	07/28/08	1,123.47
MISCELLANEOUS DEBIT	888.68		07/30/08	234.79
INT FR SOLD		15,000.00	07/31/08	15,234.79
INTEREST		14.99	07/31/08	15,249.78
BALANCE THIS STATEMENT			07/31/08	15,249.78
TOTAL CREDITS (4)	38,448.75	AVG AVAILABLE BALANCE		13,460.06
TOTAL DEBITS (10)	49,151.56	AVERAGE BALANCE		15,727.84

***** CONTINUE D *****

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE COMMON PLEAS - CASE#2014CP3700526

CFB002754

Wire/Funds Transfer Payment Order

70000893

BENEFICIARY BANK & BENEFICIARY DATA		ORIGINATING BANK PROCESSING DATA	
ABA Routing Number: 063201607		Transfer Number (if not numbered above):	
Name of Institution: BB&T		Date: 07/02/2008 Time: 02:07:38 PM Fee: \$ 0.00	
Branch Information:		Method of Payment: Other	
Beneficiary's Name: DEBI BROOKSHIRE		System: ☒ Fedwire ☐ S.W.I.F.T. ☐ CHIPS ☐ Telex ☐ Other	
Address:		Prepared By: Robert Kohl? ☐ Yes	
Account Number (if any): 5290		ORIGINATOR DATA	
Instructions:		Sender's Name: DEBI BROOKSHIRE	
The undersigned certifies payment is to be made to the beneficiary or account number stated below. To the extent not prohibited by law, the undersigned agrees that this wire transfer is irrevocable and that the sole obligation of the institution named above is to execute ordinary wire transfers in accordance with the instructions and that it is not responsible for any losses or delays which may result as a result of any third party's interception or processing of this transfer.		Address:	
		Phone No: () -	D.C. No:
		Account No: 1950	Dollar Amount: 10000.00
		Sender's Signature: X	

Outgoing-DDA

⑈053202130⑈ 300701950⑈

066 ⑈0001000000⑈

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCOONEE - COMMON PLEAS - CASE#2014CP3700526

CFB002756

FOR DOCUMENT VERIFICATION HOLD UP TO LIGHT. IDENTIFYING INFORMATION AND SENSITIVE INFORMATION ON IT, COLOR WILL DISAPPEAR AND REVERSE ITSELF

Wire/Funds Transfer Payment Order

BENEFICIARY BANK & BENEFICIARY DATA

ABA Routing Number: 053201807

Name of Institution: BB&T

Branch Information: _____

Beneficiary's Name: DEBI BAKER BROOKSHIRE

Address: _____

Account Number (if any): 5280

Instructions: _____

The undersigned hereby requests payment to be made to the beneficiary or account number named below. To the extent not prohibited by law, the undersigned agrees that this order is irrevocable and that the bank's obligation of the institution named above is to send any money to the person named and that it is not responsible for any loss or delay which occurs as a result of any other party's conduct in processing this transfer.

Outgoing DDA

ORIGINATING BANK PROCESSING DATA

Transfer Number (if not numbered above): _____

Date: 07/15/2008 Time: 03:08:32 PM Fee: 0.00

Method of Payment: Other

System: ☒ Fedwire ☐ S.W.I.F.T. ☐ CHIPS ☐ Telex ☐ Other

Prepared By: _____ Record Kept? ☐ Yes

ORIGINATOR DATA

Sender's Name: DEBI BAKER BROOKSHIRE

Address: _____

Phone No: 0 D.L. No: _____

Account No: 1950 Order Amount: \$ 10000.00

Sender's Signature: X

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014 CP 3700526

THIS CHECK HAS AN ANTI-COPY BACKGROUND ON FACE AND AN ARTIFICIAL WATERMARK ON BACK

⑆053202⑈30⑆ 300701950⑈ 066 ⑈0001000000⑈

CFB002760

FedPayments Manager SM - Funds

Environment: Front-End-PROD ABAI 053202130
 Mode: PROD Service Unit: 05320213
 Cycle Date: 09/24/2008 System Date/Time: 09/24/2008 18:04:56

Status: Completed Message Type: Standard
 Create Time: 07/28/2008 12:51:23 Test/Prod: Prod
 IMAD: 20080728 OMPT009 001877 07281354
 OMAD: 20080728 E3QP022C 000147 07281354

BASIC INFORMATION

Sender ABA (3100): 053202130 CFB-NALHALLA BC
 Receiver ABA (3400): 053201607 BBAZ
 Amount (3000): 10,000.00
 Type Code (3510): 1000 - Transfer of Funds
 Business Function (3600): CTR - Customer Transfer
 Reference Number (3320): 70000921

INSTITUTION INFORMATION

Originator (5000)
 ID Code: D - DDA Account Number
 Identifier: 5290
 Name: DEBI BAKER BROOKSHIRE
 Beneficiary (4200)
 ID Code: D - DDA Account Number
 Identifier: 5290
 Name: DEBI BAKER BROOKSHIRE

AUDIT LOG

Status: Completed Message Type: Standard
 Create Time: 07/28/2008 12:51:23 Test/Prod: Prod
 IMAD: 20080728 OMPT009 001877 07281354
 OMAD: 20080728 E3QP022C 000147 07281354

Audit Event: ACCEPTED
 Time Stamp: 07/28/2008 13:54:24
 Entry State: Awaiting Response
 Final State: Completed
 User Name:
 User ID: FPMFUNDS
 VPN Address:
 Description: ACCEPTED
 Audit Event: VERIFICATION INVOKED
 Time Stamp: 07/28/2008 13:54:24
 Entry State: Awaiting Verification
 Final State: Awaiting Response
 User Name: Kathy M. Rowland
 User ID: KRowland659345
 VPN Address: 172.24.71.62
 Description: VERIFICATION INVOKED
 Audit Event: CREATED
 Time Stamp: 07/28/2008 12:51:23
 Entry State: Created
 09/24/2008 15:04:56

Page 1 of 2

CFB002775

000,00007 03
ACCOUNT
DOCUMENTS



1950

PAGE: 1
08/29/2008

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - O'CONNOR - COMMON PLEAS - CASE#2014CP3700526

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST
COLUMBIA SC 29205

30-0
2
5

PLEASE VISIT OUR NEW OFFICE NOW OPEN AT 2007 EAST GREENVILLE ST,
ANDERSON, SC. (ACROSS FROM ANMED HEALTH CAMPUS ON HIGHWAY 81)
PHONE (864)224-0178

=====

PERFORMANCE INVESTMT ACCOUNT 950

=====

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE	
BALANCE LAST STATEMENT			07/31/08	15,249.78	
IDS TRANSFER	15,000.00		08/01/08	249.78	
DEPOSIT		5,433.76	08/19/08	5,683.54	
INVESTMENT COUNTER WITHDRAWAL		205,436.64	08/22/08	211,120.18	
FUNDS TRANSFER	5,000.00		08/22/08	206,120.18	
FUNDS TRANSFER	15,000.00		08/22/08	191,120.18	
INVRSTMENT COUNTER WITHDRAWAL			08/25/08	176,120.18	
FUND TRANSFER	11,600.29		08/26/08	164,519.89	
LOAN PAY 270751	15,000.00		08/26/08	149,519.89	
FUND TRANSFER	14,686.31		08/28/08	134,833.58	
INTEREST	65,000.00		08/29/08	69,833.58	
BALANCE THIS STATEMENT		54.51	08/29/08	69,888.09	
TOTAL CREDITS	(5)	210,924.91		AVG AVAILABLE BALANCE	21,997.93
TOTAL DEBITS	(8)	156,286.60		AVERAGE BALANCE	41,956.15

***** C O N T I N U E D *****

© Loan + Joe Cashly Jr.

CONFIDENTIAL

CFB002779

Past Messages

▲ Past Message List ◀ Previous Next ▶

Status: Completed
 Create Time: 07/31/2008 15:11:51
 IMAD: 20080731 QMGFT004 003083 07311520
 OMAD: 20080731 E3QPD22C 000259 07311519
 See Audit Log for this Message

Message Type: Standard
 Test/Prod: Prod

Export

Basic Information

Sender ABA (3100): 053202130 CFB WALHALLA SC
 Receiver ABA (3400): 053201607 BB&T
 Amount (2000): 15,000.00
 Type Code (1510): 1000 - Transfer of Funds
 Business Function (3600): CTR - Customer Transfer
 Reference Number (3320): 70000927

Institution Information

Originator (5000):
 ID Code: D - DDA Account Number
 Identifier: 1950
 Name: DEBI BAKER BROOKSHIRE
 Beneficiary (4200):
 ID Code: D - DDA Account Number
 Identifier: 15290
 Name: DEBI BAKER BROOKSHIRE

Export

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

000.00007 03
ACCOUNT:
DOCUMENTS:

1950
12

PAGE: 1
09/30/2008

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST
COLUMBIA SC. 29205

30-0
2
10

PLEASE VISIT OUR NEW OFFICE NOW OPEN AT 2007 EAST GREENVILLE ST,
ANDERSON, SC. (ACROSS FROM ANMED HEALTH CAMPUS ON HIGHWAY 81)
PHONE: (864) 224-0178

=====

PERFORMANCE INVESTMT ACCOUNT 1950

=====

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			08/29/08	69,888.09
INVESTMENT COUNTER WITHDRAWAL	8,052.25		09/08/08	61,835.84
NDS TRANSFER	10,000.00		09/08/08	51,835.84
DEPOSIT # 127		69,120.00	09/12/08	120,955.84
INVESTMENT COUNTER WITHDRAWAL	3,200.00		09/15/08	117,755.84
WIRE TRANSFER	2,103.36		09/16/08	115,652.48
WIRE TRANSFER	12,528.79		09/16/08	103,123.69
FUNDS TRANSFER	10,000.00		09/16/08	93,123.69
DEPOSIT		5,433.76	09/17/08	98,557.45
FUNDS TRANSFER	15,000.00		09/17/08	83,557.45
FUNDS TRANSFER	1,000.00		09/22/08	82,557.45
INVESTMENT COUNTER WITHDRAWAL			09/22/08	81,025.35
INVESTMENT COUNTER WITHDRAWAL	1,532.10		09/22/08	79,493.25
INVESTMENT COUNTER WITHDRAWAL	5,426.23		09/22/08	74,067.02
INVESTMENT COUNTER WITHDRAWAL	10,000.00		09/23/08	64,067.02
MISCELLANEOUS DEBIT	445.00		09/29/08	63,622.02
MISCELLANEOUS DEBIT	30,195.00		09/30/08	33,427.02
FUNDS TRANSFER	15,000.00		09/30/08	18,427.02
INTEREST		147.87	09/30/08	20,106.99
BALANCE THIS STATEMENT			09/30/08	20,106.99

***** C O N T I N U E D *****

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

CFB002818

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE COMMONPLEAS - CASE#2014CP3700526

Community First Bank
OFFICIAL CHECK

CREDIT MEMO

Item Number:	70005408	Amount:	\$ 8,000.00	Pay To:	000
Date:	09/08/2008	Time:	1437	Lot:	07
Purch:	000	Payee:	0000000000	Off:	00-000000

#70005408# 1053202130# 0000000000# 012

DDA Credits - 09/08/2008

09-09-2008 71000002890 0053202130-CPB Baneca

DDA Credits - 09/08/2008

DDA/DOL - DEBIT TRANSACTION FORM

ACCOUNT NAME: 0000000000

PREPARED BY: 0000000000

DATE: 9-5-08

AMOUNT: 8,000.00

0000000000

DDA Debits - 09/08/2008

09-09-2008 71000002890 0053202130-CPB Baneca

DDA Debits - 09/08/2008

CFB002821

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

Community First Bank
OFFICIAL CHECK

CREDIT MEMO

Item Number	70035419	Amount	\$ 5,425.23	Fees	\$ 0.00
Date	09/22/2008	Time	12:09	Loc	07
Perch	1000054897	Payee	EDAT	Opht	DL (EDNII)

[Signature]

*1000054897 *0552021308 000100005* 012

DDA Credits - 09/22/2008

09/22/2008 71800005378 > 0552021308 < CFB Sobechka7

DDA Credits - 09/22/2008

DDA/DOL - DEBIT TRANSACTION FORM

ACCOUNT NAME: *DAI Broadway* DATE: *9.22.08*

REMARKS: *DAI RIVER*

AMOUNT: \$ *5,425.23*

TRAN CODE: *015*

05555-50011

DDA Debits - 09/22/2008

09/22/2008 71800005378 > 0552021308 < CFB Sobechka7

DDA Debits - 09/22/2008

CFB002855

000-00007 03
ACCOUNT:
DOCUMENTS:

1950
12
PAGE:
05/29/2009

DEBI BAKER BROOKSMIRE TRUST

PERFORMANCE INVESTMT ACCOUNT 1950

TOTAL CREDITS	(6)	27,508.76	AVG AVAILABLE BALANCE	193.99
TOTAL DEBITS	(9)	27,532.15	AVERAGE BALANCE	596.91

INTEREST

INTEREST PAID 2009: 38.06

ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

CFB003059

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ACCOUNT:
DOCUMENTS:



1950
13

PAGE: 2
06/30/2010

DEBI HAKER BROOKSHIRE TRUST

49+ CHECKING ACCOUNT 1950

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
FUNDS TRANSFER	06/11	3,000.00
MISCELLANEOUS DEBIT	06/14	2,500.00
FUNDS TRANSFER	06/15	3,000.00
FUNDS TRANSFER	06/16	3,000.00
MISCELLANEOUS DEBIT	06/22	1,136.64
T.M.C.C. LOAN PMT	06/23	648.13
FUNDS TRANSFER	06/24	2,500.00
MISCELLANEOUS DEBIT	06/24	2,729.74
FUNDS TRANSFER	06/25	3,000.00
AMERICAN EXPRESS ELBO REMIT	06/29	16,524.00

INTEREST

AVERAGE LEDGER BALANCE:	84,775.11	INTEREST EARNED:	7.66
AVERAGE AVAILABLE BALANCE:	84,763.54	DAYS IN PERIOD:	33
INTEREST PAID THIS PERIOD:	7.66	ANNUAL PERCENTAGE YIELD EARNED:	10%
INTEREST PAID 2010:	49.11		

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
* TOTAL OVERDRAFT FEES:	00.00	00.00
* TOTAL RETURNED ITEM FEES:	00.00	00.00

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
06/02	67,799.18	06/11	100,441.11	06/23	95,590.10
06/03	65,299.18	06/14	97,941.11	06/24	90,742.12
06/04	53,299.18	06/15	100,374.87	06/25	87,742.12
06/07	50,799.18	06/16	97,374.87	06/29	71,218.12
06/08	103,441.11	06/22	96,238.23	06/30	71,225.78

ELECTRONICALLY FILED - 2010 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700529

CFB003704

RESEARCH ITEM PRINT

10/24/15 10:57

PAGE: 1

10

CROSSING DATE: JUNE 02, 2010

SEQUENCE: 97071002350
 ORIG. SEQUENCE: 71000002350-007
 POCKET: 1
 DECK: C

SERIAL: 70009670
 ROUTING: 053202130
 ACCOUNT: 1000000000
 TRANS CODE: 12
 AMOUNT: 9 3 100.00

Community First Bank
 OFFICIAL CHECK.

CREDIT MEMO

Item Number:	70009670	Anti:	\$ 3,100.00	Fee:	\$ 0.00
Date:	06/02/2010	Time:	09:25	Loc:	07
Purch:	DEBI BROOKSHIRE	Payee:	DEBI BROOKSHIRE	Oper:	01-BENH


 AUTHORIZED SIGNATURE

⑈70009670⑈ ⑆053202130⑆ 8001000003⑈ 012

06/02/2010 71000002350 >853202130<CFB Seneca N

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

CFB003707

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ACCOUNT:
DOCUMENTS:

1950
14

PAGE: 2
07/30/2010

DEBI BAKER BROOKSHIRE TRUST

49+ CHECKING ACCOUNT 1950

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
T.M.C. C. LOAN PMT	07/22	648.13
FUNDS TRANSFER	07/22	7,500.00
MISCELLANEOUS DEBIT	07/26	4,207.49
MISCELLANEOUS DEBIT	07/26	33,235.82
FUNDS TRANSFER	07/27	5,000.00
MISCELLANEOUS DEBIT	07/27	9,086.68
FUNDS TRANSFER	07/30	10,000.00
CHECK # 70001838 - FUNDS TRANSFER	07/06	5,000.00

INTEREST

AVERAGE LEDGER BALANCE:	68,747.01	INTEREST EARNED:	5.65
AVERAGE AVAILABLE BALANCE:	68,747.01	DAYS IN PERIOD:	30
INTEREST PAID THIS PERIOD:	5.65	ANNUAL PERCENTAGE YIELD EARNED:	1.0%
INTEREST PAID 2010:	54.76		

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	.00	.00
TOTAL RETURNED ITEM FEES:	.00	.00

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
07/01	68,225.78	07/15	63,409.54	07/27	34,467.24
07/06	63,225.78	07/16	60,909.54	07/29	223,042.24
07/13	60,475.78	07/22	52,751.41	07/30	213,047.89
07/14	57,975.78	07/26	15,318.10		

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCEONEE - COMMON PLEAS - CASE#2014CP3700526

CFB003745

EXHIBIT 45

000-00007-03
ACCOUNT:
DOCUMENTS:

1950: 09/30/2009
18: PAGE 2

DEBI BAKER BROOKSHIRE TRUST

=====

PERFORMANCE INVESTMT ACCOUNT 1950

=====

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
INVESTMENT COUNTER WITHDRAWAL	4,000.00			
BAKERANDBAKER BAKER		5,433.76	09/09/09	26,054.78
INVESTMENT COUNTER WITHDRAWAL	2,654.00		09/15/09	31,488.54
INVESTMENT COUNTER WITHDRAWAL	3,500.00		09/16/09	28,834.54
DEPOSIT		440.00	09/22/09	29,334.54
MISCELLANEOUS DEBIT	5,000.00		09/23/09	25,774.54
INVESTMENT COUNTER WITHDRAWAL	109.92		09/23/09	20,774.54
INVESTMENT COUNTER WITHDRAWAL	656.02		09/23/09	20,664.62
INVESTMENT COUNTER WITHDRAWAL	570.00		09/24/09	20,008.60
INTEREST		11.54	09/25/09	19,438.60
BALANCE THIS STATEMENT			09/30/09	19,450.14
			09/30/09	19,450.14
TOTAL CREDITS (5)	49,685.30			
TOTAL DEBITS (16)	30,790.53			
				AVG AVAILABLE BALANCE
				24,706.25
				AVERAGE BALANCE
				24,720.92

INTEREST

TRAGE LEDGER BALANCE	24,720.92	INTEREST EARNED	11.54
AVERAGE AVAILABLE BALANCE	24,706.25	DAYS IN PERIOD	30
INTEREST PAID THIS PERIOD	11.54	ANNUAL PERCENTAGE YIELD EARNED	57%
INTEREST PAID 2009	54.16		

ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEES	00	00
NSF RETURNED ITEM FEES	00	00
OVERDRAFT FEES	00	00

ELECTRONICALLY FILED: 2016 Dec 09 11:22 AM - OCONEE COMMONPLEAS CASE#2014CP3700526

CFB003234

RESEARCH ITEM PRINT:

20/24/23, 24, 25,

PAGE: 2

BOOKING DATE: SEPTEMBER 30, 2009

SEQUENCE#:	39000022790
ORIG. SEQUENCE#:	1000000000000000
POCKET:	1
DBCR:	0
SERIAL#:	700060655
ROUTING#:	053202130
ACCOUNT#:	 0001
TRACCODE#:	58
AMOUNT#:	\$ 455.02

FOR DOCUMENT VERIFICATION HOLD THE BACK OF THE CHECK UP TO THE LIGHT TO REVEAL THE MICROPRINTING, FLUORESCENT FIBERS AND IS CHEMICALLY REACTIVE

COMMUNITY FIRST BANK
Walhalla, SC 29691

07-21-2002 70008065

COMMUNITY FIRST BANK

OFFICIAL CHECK

PAY \$ **656** 02 CENTS
ONLY

Pay To The Order Of: LEXUS FINANCIAL SERVICES

*****09/23/2009 = Six Hundred Fifty-six Dollars And Two Cents

A00T# 9945
REMYTER

092909 000000 013 61000045

THIS CHECK CONTAINS AN ARTIFICIAL LINE MARK ON BACK, MICROPRINTING, FLUORESCENT FIBERS AND IS CHEMICALLY REACTIVE

70008065 053202130 800100083 0000085602

[illegible]

ELECTRONICALLY FILED - 2016 Dec 09, 11:22 AM - OCONNOR - COMMON PLEAS - CASE#2014CP3700526

CFB003308

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ACCOUNT:
DOCUMENTS:

1950
14

PAGE: 2
01/30/2009

DEBI BAKER-BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT 1950

TOTAL CREDITS	(5)	14,453.78	AVG AVAILABLE BALANCE	52,829.66
TOTAL DEBITS	(12)	67,886.86	AVERAGE BALANCE	53,129.25

I N T E R E S T

AVERAGE LEDGER BALANCE:	53,129.25	INTEREST EARNED:	32.18
AVERAGE AVAILABLE BALANCE:	52,829.66	DAYS IN PERIOD:	30
INTEREST PAID THIS PERIOD:	32.18	ANNUAL PERCENTAGE YIELD EARNED:	.748
INTEREST PAID 2009:	32.18		
INTEREST PAID 2008:	5,128.96		

ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

ELECTRONICALLY FILED: 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

CFB002940

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ACCOUNT
DOCUMENTS

1950
4

PAGE: 1
03/31/2009

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST

COLUMBIA SC 29205

30-0
1
3

* AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE *
* IN FDIC INSURANCE COVERAGE IS EFFECTIVE IMMEDIATELY. *
* COVERAGE RAISES TO \$250,000 PER DEPOSITOR THROUGH DECEMBER 31, 2009 *

===== PERFORMANCE INVESTMT ACCOUNT 1950 =====

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			02/27/09	1,193.80
WATERANDBAKER BAKER		5,433.76	03/13/09 ACH	6,627.56
ESTMENT COUNTER WITHDRAWAL	4,925.91		03/16/09	1,701.65
TOYOTA Pay TFS ACH	1,319.06		03/18/09	382.59
DEPOSIT		11,000.00	03/30/09	11,382.59
MISCELLANEOUS DEBIT	2,500.00		03/30/09	8,882.59
FUNDS TRANSFER	5,000.00		03/30/09	3,882.59
INTEREST		.26	03/31/09	3,882.85
BALANCE THIS STATEMENT			03/31/09	3,882.85
TOTAL CREDITS (3)	16,434.02			
TOTAL DEBITS (4)	13,744.97			
		AVG AVAILABLE BALANCE		1,477.47
		AVERAGE BALANCE		1,598.80

----- I N T E R E S T -----

AVERAGE LEDGER BALANCE:	1,598.80	INTEREST EARNED:	.26
AVERAGE AVAILABLE BALANCE:	1,477.47	DAYS IN PERIOD:	32
INTEREST PAID THIS PERIOD:	.26	ANNUAL PERCENTAGE YIELD EARNED:	.20%
INTEREST PAID 2009:	37.80		

*** CONTINUED ***

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

GFB002992

INST: 005
REPORT: 15 4-027,19:05:0
SYSTEM: 03/19/2009 18:34

LOMBENITI T BANK
ITEM END STEH
BLOCK LISTING
BLOCK: 0096 ACH

PAS: 238
ADM DAT: 4/18/2009
PROCESSED THRU: 4/18/2009

SEQUENCE A/T NUMBER ACCOUNT NUMBER DATE AMOUNT CHECK # T/C PKT DESCRIPTION

Redacted

Redacted

0017.00 0532-0213 1950 03/18/09 1.319.06 054 01 TOYOTA Pay TFS

110300BFC
ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

000 00007 03
ACCOUNT:
DOCUMENTS:

1950
12

PAGE: 2
03/31/2010

DEBY BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMENT ACCOUNT 1950

INTEREST

AVERAGE LEDGER BALANCE:	8,260.57	INTEREST EARNED:	2.38
AVERAGE AVAILABLE BALANCE:	8,242.29	DAYS IN PERIOD:	33
INTEREST PAID THIS PERIOD:	2.38	ANNUAL PERCENTAGE YIELD EARNED:	3.28
INTEREST PAID 2010:	38.85		

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
* TOTAL OVERDRAFT FEES:	.00	.00
* TOTAL RETURNED ITEM FEES:	.00	.00

ELECTRONICALLY FILED: 2016 Dec 09 11:22 AM - O'CONNOR - COMMON PLEAS - CASE#2014CP3700526

CFB003572

000 00007 01
ACCOUNT:
DOCUMENTS;

1950
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PAGE: 1
05/28/2010

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

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DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINS ST
COLUMBIA SC 29201-4011

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* AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE *
* IN FDIC INSURANCE COVERAGE IS EFFECTIVE IMMEDIATELY. *
* COVERAGE RAISES TO \$250,000 PER DEPOSITOR THROUGH DECEMBER 31, 2013 *

AS OF SEPTEMBER 18, 2009, ALL INTERNATIONAL ACH TRANSACTIONS MUST BE
VERIFIED AGAINST THE LIST OF SPECIALLY DESIGNATED NATIONALS. THIS
ACTION MAY CAUSE A DELAY IN THE SETTLEMENT OF SUCH FUNDS TO YOUR ACCOUNT.

=====

49+ CHECKING ACCOUNT 1950

=====

AVAILABLE BALANCE 17,885.87 LAST STATEMENT 04/30/10 8,566.49
AVERAGE BALANCE 18,421.59 14 CREDITS 88,356.01
11 DEBITS 26,023.02
THIS STATEMENT 05/28/10 70,899.18

DEPOSITS
REF #.....DATE.....AMOUNT REF #.....DATE.....AMOUNT REF #.....DATE.....AMOUNT
05/13 15,000.00 05/25 67,920.88

OTHER CREDITS
DESCRIPTION DATE AMOUNT
BAKERANDBAKEROP BOPER 05/14 5,433.76
INTEREST 05/28 1.37

CHECKS
CHECK #..DATE.....AMOUNT CHECK #..DATE.....AMOUNT CHECK #..DATE.....AMOUNT
1010 05/27 394.26

*** CONTINUED ***

CFB003671

000 00007 01
ACCOUNT:
DOCUMENTS:

1950
13

PAGE: 1
06/30/2010

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

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DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST
COLUMBIA SC 29201-4011

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* AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE *
* IN FDIC INSURANCE COVERAGE IS EFFECTIVE IMMEDIATELY. *
* COVERAGE RAISES TO \$250,000 PER DEPOSITOR THROUGH DECEMBER 31, 2013 *

AS OF SEPTEMBER 18, 2009, ALL INTERNATIONAL ACH TRANSACTIONS MUST BE
VERIFIED AGAINST THE LIST OF SPECIALLY DESIGNATED NATIONALS. THIS
ACTION MAY CAUSE A DELAY IN THE SETTLEMENT OF SUCH FUNDS TO YOUR ACCOUNT.

=====49+ CHECKING ACCOUNT 1950=====

=====

AVAILABLE BALANCE	84,763.54	LAST STATEMENT 05/28/10	70,899.18
AVERAGE BALANCE	84,775.11	4 CREDITS	58,465.11
		14 DEBITS	58,138.51
		THIS STATEMENT 06/30/10	71,225.78

----- DEPOSITS -----
REF #.....DATE.....AMOUNT REF #.....DATE.....AMOUNT REF #.....DATE.....AMOUNT
06/24 381.76

----- OTHER CREDITS -----

DESCRIPTION	DATE	AMOUNT
FBO Debi Baker Brookshire	06/08	52,641.93 ACH
BAKERANDBAKEROP BOPER	06/15	5,433.76 ACH
INTEREST	06/30	7.65

----- OTHER DEBITS -----

DESCRIPTION	DATE	AMOUNT
MISCELLANEOUS DEBIT	05/02	3,100.00
FUNDS TRANSFER	06/03	2,500.00
MISCELLANEOUS DEBIT	06/04	12,000.00
FUNDS TRANSFER	06/07	2,500.00

*** CONTINUED ***

CFB003703

Last: 00
Report: 189-119-027-19:07.0
System: 06/23/2010 10:39

COMMUNIT ST BANK
ITEM ENCL SYSTEM
BLOCK LISTING
BLOCK: 0096

Page: 241
Run Date: 12/23/2010
Processed Thru: 06/23/2010

SEQUENCE	R/T NUMBER	ACCOUNT NUMBER	DATE	AMOUNT	CHECK #	T/C	PKT	DESCRIPTION
Redacted								
959.00	0597-0213	150	06/23/10	648.13	064	01	T.N.C.C. LOAN PKT	
Redacted								

38730093
ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

000 00007 01
ACCOUNT:
DOCUMENTS:



1950
14

PAGE: 2
07/30/2010

DEBI BAKER-BROOKSHIRE TRUST

49+ CHECKING ACCOUNT 1950

DESCRIPTION	DATE	AMOUNT
T.M.C.C. LOAN PMT	07/22	548.13
FUNDS TRANSFER	07/22	7,500.00
MISCELLANEOUS DEBIT	07/26	4,207.49
MISCELLANEOUS DEBIT	07/26	33,235.82
FUNDS TRANSFER	07/27	5,000.00
MISCELLANEOUS DEBIT	07/27	9,086.68
FUNDS TRANSFER	07/30	10,000.00
CHECK # 70001838 - FUNDS TRANSFER	07/06	5,000.00

INTEREST

AVERAGE LEDGER BALANCE:	68,747.01	INTEREST EARNED:	5.65
AVERAGE AVAILABLE BALANCE:	68,747.01	DAYS IN PERIOD:	30
INTEREST PAID THIS PERIOD:	5.65	ANNUAL PERCENTAGE YIELD EARNED:	10%
INTEREST PAID 2010:	54.76		

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	00	00
TOTAL RETURNED ITEM FEES:	00	00

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
07/01	68,225.78	07/15	63,409.54	07/27	34,467.24
07/06	63,225.78	07/16	60,909.54	07/29	223,042.24
07/13	60,475.78	07/22	52,761.41	07/30	213,047.89
07/14	57,975.78	07/26	15,318.10		

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

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ACCOUNT
DOCUMENTS

1950 PAGE 1
08/31/2010

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - COCONINE - COMMON PLEAS - CASE#2014CP3700526

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DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST
COLUMBIA SC 29201-4011

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AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE
IN FDIC INSURANCE COVERAGE IS EFFECTIVE IMMEDIATELY.
COVERAGE RAISES TO \$250,000 PER DEPOSITOR THROUGH DECEMBER 31, 2013.

AS OF SEPTEMBER 18, 2009, ALL INTERNATIONAL ACH TRANSACTIONS MUST BE
VERIFIED AGAINST THE LIST OF SPECIALLY DESIGNATED NATIONALS. THIS
ACTION MAY CAUSE A DELAY IN THE SETTLEMENT OF SUCH FUNDS TO YOUR ACCOUNT.

=====49+ CHECKING ACCOUNT=====1950=====

=====

AVAILABLE BALANCE	70,705.71	LAST STATEMENT 07/30/10	213,049.89
AVERAGE BALANCE	70,705.71	2 CREDITS	653.61
		3 DEBITS	213,695.30
		THIS STATEMENT 08/31/10	6.20

=====

REF #	DATE	AMOUNT	REF #	DATE	AMOUNT
	08/24	647.41			

===== OTHER CREDITS =====

DESCRIPTION	DATE	AMOUNT
INTEREST	08/31	6.20

===== OTHER DEBITS =====

DESCRIPTION	DATE	AMOUNT
FUNDS TRANSFER	08/03	10,119.17
MISCELLANEOUS DEBIT	08/11	202,928.00
T.M.C.C. LOAN PMT	08/24	648.13

*** CONTINUED ***

CFB003787

Inst : 00.
Report: IEJ-00-027-19:07:0
System: 08/24/2010 18:35

COMMONWEALTH BANK
ITEM ENCL SYSTEM
BLOCK LISTING
BLOCK: 0096

Page: 125
Run Date: 08/24/2010
Processed thru: 08/24/2010

SEQUENCE R/T-NUMBER ACCOUNT-NUMBER DATE AMOUNT CHECK-N T/C FRT DESCRIPTION

Redacted

11100 0192-02131 1850-08/24/10 648.13 064 01 T.H.C.C LOAN PAY

Redacted

56750084
ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

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ACCOUNT:
DOCUMENTS:

1950.

PAGE: 2
09/30/2010

DEBI BAKER BROOKSHIRE TRUST

49+ CHECKING ACCOUNT 1950.

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
* TOTAL OVERDRAFT FEES:	.00	.00
* TOTAL RETURNED ITEM FEES:	.00	.00

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
09/23	641.93				

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

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EXHIBIT 46

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ACCOUNT:
DOCUMENTS:

1950
12

PAGE: 2
05/28/2010

DEBT HAKER BROOKSHIRE TRUST

49+ CHECKING ACCOUNT 1950

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
FUNDS TRANSFER	05/05	4,000.00
FUNDS TRANSFER	05/10	2,000.00
FUNDS TRANSFER	05/11	2,000.00
MISCELLANEOUS DEBIT	05/14	2,980.63
FUNDS TRANSFER	05/14	3,500.00
MISCELLANEOUS DEBIT	05/17	2,000.00
T.M.C.C LOAN PMT ACH	05/24	648.13 ACH
FUNDS TRANSFER	05/24	2,500.00
FUNDS TRANSFER	05/27	3,500.00
FUNDS TRANSFER	05/28	2,500.00

INTEREST

AVERAGE LEDGER BALANCE:	18,421.59	INTEREST EARNED:	1.37
AVERAGE AVAILABLE BALANCE:	17,885.87	DAYS IN PERIOD:	28
INTEREST PAID THIS PERIOD:	1.37	ANNUAL PERCENTAGE YIELD EARNED:	10%
INTEREST PAID 2010:	41.45		

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	00.00	00
TOTAL RETURNED ITEM FEES:	00.00	00

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
05/05	4,566.19	05/14	14,519.32	05/27	73,397.81
05/10	2,566.19	05/17	12,519.32	05/28	70,899.18
05/11	566.19	05/24	9,371.19		
05/13	15,566.19	05/25	77,292.07		

EELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

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CFB006607

744

DEBIT: BAKER, BROOKLYN
Account Number: 5016

Statement Closing Date:
May 28, 2010

Summary of Account Activity		Payment Information	
Previous Balance	\$4,388.81	New Balance	\$2,755.72
Payments	2,000.00	Total Minimum Payment Due	\$97.00
Other Credits	0.00	Payment Due Date	06/22/10
Other Debits	0.00	Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a \$20 late fee.	
Purchases	318.12	Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:	
Cash Advances	0.00	If you make no payments, you will pay off the And you will end up with additional charges balance shown on this paying an estimated	
Fees Charged	0.00	Using this card and statement in about 1 year, total of \$1,646.00	
Interest Charged	48.79	each month you pay...	
NEW BALANCE	\$2,755.72	Only the minimum payment	9 year(s) \$1,247.00
Credit Limit	\$5,000.00	3 years	\$1,646.00
Available Credit	2,244.00		
Available Cash	2,244.00		
Amount Disputed	0.00		
Statement Closing Date	05/28/10		
Days in Billing Cycle	31		

Contact Information

Customer Service: (727) 570-4899
Report Lost or Stolen Card: (727) 570-4881

If you would like information about credit counseling services, call: 866-791-1360.

After Hours: (866) 604-0381
Please send Billing Inquiries and Correspondence to:
CUSTOMER SERVICE PO BOX 30495 TAMPA, FL 33630

Visit us on the web at:

Please Mail Your Payments to:
VISA PO BOX 3013 TAMPA, FL 33630-3131

Transactions					
Trans Date	Post Date	HCC Code	Reference Number	Description	Amount
05/18	05/19	3405	24164070138018213387257	ENTERPRISE RENT-A-CAR	98.22
05/23	05/24	5912	2444900014276656135102	RUBY TUESDAY #3671	45.24
05/23	05/23	5912	2444500014277050129729	CVE ENHANCER #5549 003	53.73

NOTICE: CONTINUED ON PAGE 3

Page 1 of 3

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW 5 DAYS FOR MAIL DELIVERY
0485

COMMUNITY FIRST BANK
P.O. BOX 459
SENECA, SC 29679-0459

Account Number
5016

Check box to indicate:
name/address change
on back of this coupon
AMOUNT OF PAYMENT ENCLOSED

Closing Date: New Balance: Total Minimum Payment Due: Payment Due Date:

Account Number: **5016**
 Closing Date: **05/20/10**
 Credit Limit: **\$5,000.00** Available Credit: **\$2,284.00**

162959

Transactions - Continued

Trans Date	Post Date	ACC Code	Reference Number	Description	Amount
05/26	05/27	5311	24445000147280670166660		120.93
KOHLS #1195 COLUMBUS, SC					
05/17	05/18	6010	101382794620002000		2,000.00
PAYMENT - THANK YOU					
TOTAL PAYMENTS OR ADJUSTMENTS					\$ 2000.00
05/28	05/28		74388080148057100064000		48.79
INTEREST CHARGE - PURCHASE					Interest Charge
TOTAL INTEREST FOR THIS PERIOD					\$ 48.79
2010 Total Year To Date					\$ 48.79

Total Fees Charged in 2010 \$ 0.00
 Total Interest Charged in 2010 \$ 48.79

Interest Charge Calculation/Plan Level Information

Plan Description	ICM	Balance Subject to Interest Rate	Periodic Rate	Annual Percentage Rate (APR) ²	Interest Charge	Ending Balance
CURRENT						
PURCHASES	G	\$ 3668.33	13.300%	13.96%	\$ 48.79	
CASH	F	\$ 0.00	13.300%	13.96%	\$ 0.00	
FEES/INTEREST CHARGE					\$ 0.00	
TOTAL				13.96%	\$ 48.79	\$ 2,755.72

1. ICM Interest Charge Method: See reverse side of Page 1 for explanation.
 2. Your Annual Percentage Rate (APR) is the annual interest rate on your account.

If you have a variable rate account, the periodic rate and Annual Percentage Rate (APR) may vary.

CFB006609

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ACCOUNT:
DOCUMENTS:

PAGE: 2
1950. 06/30/2010
13

DEBI BAKER BROOKSHIRE TRUST

49+ CHECKING ACCOUNT 1950

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
FUNDS TRANSFER	06/11	3,000.00
MISCELLANEOUS DEBIT	06/14	2,500.00
FUNDS TRANSFER	06/15	3,000.00
FUNDS TRANSFER	06/16	3,000.00
MISCELLANEOUS DEBIT	06/22	1,136.54
T.M.C.C. LOAN PMT	06/23	548.13
FUNDS TRANSFER	06/24	2,500.00
MISCELLANEOUS DEBIT	06/24	2,729.74
FUNDS TRANSFER	06/25	3,000.00
AMERICAN EXPRESS ELEC REMIT	06/29	16,524.00

INTEREST

AVERAGE LEDGER BALANCE:	84,775.11	INTEREST EARNED:	7.66
AVERAGE AVAILABLE BALANCE:	84,763.54	DAYS IN PERIOD:	33
INTEREST PAID THIS PERIOD:	7.56	ANNUAL PERCENTAGE YIELD EARNED:	.10%
INTEREST PAID 2010:	49.11		

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	00.00	00.00
TOTAL RETURNED ITEM FEES:	00.00	00.00

DAILY BALANCE			
DATE	BALANCE	DATE	BALANCE
06/02	67,799.18	06/11	100,441.11
06/03	65,299.18	06/14	97,941.11
06/04	53,299.18	06/15	100,374.87
06/07	50,799.18	06/16	97,374.87
06/08	103,441.11	06/22	95,218.23
		06/23	95,590.10
		06/24	90,742.12
		06/25	87,742.12
		06/29	71,218.12
		06/30	71,225.78

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CFB003704

RESEARCH TYPE PRINT

10/24/13 16:05

PAGE 2

CESSEING DATE: JUNE 24, 2010

SEQUENCE: 97071006630
 ORIG. SEQUENCE: 71000008610-018
 CHECK: 1
 DEBIT: 0
 SERIAL: 0
 ROUTING: 055555012
 ACCOUNT: 1950
 TRANS CODE: 53
 AMOUNT: 2,729.74

COMMUNITY FIRST BANK

DDA/DDI DEBIT TRANSACTIONS

Form 180

Date: 4/24/10 Prep by: [Signature] Apprvd by: [Signature]
 Customer Name: [Signature] BROOKLINE
 Customer Signature: [Signature]
 Tran Description: ANY DIT VNA

Regular Demand Deposit
 52 Check Handling Charge 65 MMIA at Window
 53 Miscellaneous Debit 66 Funds Transfer
 59 Officer Approved Check 75 Federal WH
 60 Loan Payment 76 Service Charge
 61 Pay First Check 78 Close Acct WD

Loan Demand Deposit
 43 Loan Advance

GREENLEYS CORP. BIRMINGHAM, AL 35202-1200

ACCOUNT NUMBER

TRAN CODE

AMOUNT



1950

053

2729.74

055555012

05/24/2013 71000008610 5853282138 CFB-Seneca

CFB003738

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

ELECTRONICALLY FILED: 2016 DEC 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

06/27/10.

\$349.13

\$20.00

07/22/10.

\$

DEBT BANK BROOKSHIRE
37 PALMETTO WOOD PARK
TRMO, SC 29063 - 2880

114531

MAKE CHECK PAYABLE TO:

336303131313

WISA

PO BOX 30131

TAMPA, FL 33630 - 3131

290632880372

31 4386 0922 9010 5016 00002000 00031913 0

CFB006598

752

EXHIBIT 47

000 00007 03
ACCOUNT:
DOCUMENTS:



1950
18

PAGE: 2
09/30/2009

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT 1950

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
INVESTMENT COUNTER WITHDRAWAL	4,000.00		09/09/09	26,054.78
BAKERANDBAKER BAKER		5,433.76	09/15/09	31,488.54
INVESTMENT COUNTER WITHDRAWAL	2,654.00		09/16/09	28,834.54
INVESTMENT COUNTER WITHDRAWAL	3,500.00		09/22/09	25,334.54
DEPOSIT		440.00	09/23/09	25,774.54
MISCELLANEOUS DEBIT	5,000.00		09/23/09	20,774.54
INVESTMENT COUNTER WITHDRAWAL	109.92		09/23/09	20,664.62
INVESTMENT COUNTER WITHDRAWAL	656.02		09/24/09	20,008.60
INVESTMENT COUNTER WITHDRAWAL	570.00		09/25/09	19,438.60
INTEREST		11.54	09/30/09	19,450.14
BALANCE THIS STATEMENT			09/30/09	19,450.14
TOTAL CREDITS (5)	49,685.30			
TOTAL DEBITS (16)	30,790.53			
		AVG AVAILABLE BALANCE		24,706.25
		AVERAGE BALANCE		24,720.92

I N T E R E S T

CRAGE LEDGER BALANCE	24,720.92	INTEREST EARNED	11.54
AVERAGE AVAILABLE BALANCE	24,706.25	DAYS IN PERIOD	30
INTEREST PAID THIS PERIOD	11.54	ANNUAL PERCENTAGE YIELD EARNED	57%
INTEREST PAID 2009	54.16		

ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE	00	00
NSF RETURNED ITEM FEE	00	00
OVERDRAFT FEES	00	00

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCOONEE - COMMON PLEAS - CASE#2014CP3700526

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ACCOUNT:
DOCUMENTS:

PAGE: 1
1950 10/31/2007
13

DEBI BAKER, BROOKSHIRE TRUST
DEBI BAKER, BROOKSHIRE TRUSTEE
1707 DEVINE ST
COLUMBIA, SC 29205

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PLEASE VISIT OUR NEW OFFICE NOW OPEN AT 2007 EAST GREENVILLE ST,
ANDERSON, SC. (ACROSS FROM ANMED HEALTH CAMPUS ON HIGHWAY 81).
PHONE (864) 224-0178.

=====

PERFORMANCE INVESTMT ACCOUNT 1950

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DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			09/28/07	580,573.13
FUNDS TRANSFER	36,626.00		10/04/07	543,947.13
MISCELLANEOUS DEBIT	349.39		10/10/07	543,597.74
MISCELLANEOUS DEBIT	4,460.22		10/10/07	539,137.52
MISCELLANEOUS DEBIT	4,587.29		10/10/07	534,550.23
MISCELLANEOUS DEBIT	11.00		10/15/07	534,539.23
MISCELLANEOUS DEBIT	237.00		10/15/07	534,302.23
MISCELLANEOUS DEBIT	504.00		10/15/07	533,798.23
MISCELLANEOUS DEBIT	1,038.50		10/15/07	532,759.73
MISCELLANEOUS DEBIT	2,339.00		10/15/07	530,420.73
FUNDS TRANSFER	15,000.00		10/18/07	515,420.73
FUNDS TRANSFER	67,367.00		10/24/07	448,053.73
MISCELLANEOUS DEBIT	1,197.91		10/25/07	446,855.82
MISCELLANEOUS DEBIT	50,000.00		10/31/07	396,855.82
INTEREST		2,059.43	10/31/07	398,925.25
BALANCE THIS STATEMENT			10/31/07	398,925.25
TOTAL CREDITS (1)		2,059.43	AVG AVAILABLE BALANCE	516,645.47
TOTAL DEBITS (13)	183,707.31		AVERAGE BALANCE	516,645.47

***** C O N T I N U E D *****

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

CFB002580

Continuity First Bank
OFFICIAL CHECK

CREDIT MEMO

Item Number	7000133	Amount	\$ 1,000.00	For	\$ 0.00
Date	10/25/2007	Time	10:06	Loc	ST
Payee	UNIV LIFE	Payor	MASS MUTUAL	Check	01-2547

#70001333# #053202130# ADDICOD01# 012

DDA Credits - 10/25/2007

10/25/2007 71898886369 > 053202130 CFB: 5000000

DDA Credits - 10/25/2007

DDA/DDL - DEBIT TRANSACTION FORM

ACCOUNT NUMBER 053202130 DATE 10/25/07

PREPARED BY BLD NUTT

REASON FOR DEBIT TRANSACTION

01 - CHECK NOT CASHED	02 - PAY FIRST CHECK
03 - CHECK HAVING CHANGE	04 - FEDERAL WITHDRAWAL
05 - CHECK DEBIT	06 - SERVICE CHARGE
07 - CHECK RETURNED	08 - SALES TAX
09 - CHECK CANCELED	10 - CLOSE ACCOUNT WITHDRAWAL

AMOUNT \$ 1197.91

1197.91

5555-50000

DDA Debits - 10/25/2007

10/25/2007 71898886370 > 053202130 CFB: 5000000

DDA Debits - 10/25/2007

CFB002605

000 00007 03
ACCOUNT:
DOCUMENTS:

1950
PAGE: 2
10/31/2008

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT 1950

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
INVESTMENT COUNTER WITHDRAWAL				
BAKERANDBAKER BAKER	3,500.00		10/16/08	300,227.01
TRF		5,433.76	10/17/08	305,660.77
MISCELLANEOUS DEBIT	2,500.00		10/21/08	303,160.77
INVESTMENT COUNTER WITHDRAWAL	3,500.00		10/24/08	299,660.77
	842.61			
INVESTMENT COUNTER WITHDRAWAL			10/24/08	298,818.16
INTEREST	15,000.00			
		588.89	10/28/08	283,818.16
BALANCE THIS STATEMENT			10/31/08	284,407.05
			10/31/08	284,407.05
TOTAL CREDITS (4)	319,209.01			
TOTAL DEBITS (16)	54,908.95			
		AVG AVAILABLE BALANCE		236,468.75
		AVERAGE BALANCE		236,712.62

INTEREST

AVERAGE LEDGER BALANCE:	236,712.62	INTEREST EARNED:	588.89
AVERAGE AVAILABLE BALANCE:	236,468.75	DAYS IN PERIOD:	31
INTEREST PAID THIS PERIOD:	588.89	ANNUAL PERCENTAGE YIELD EARNED:	2.97%
INTEREST PAID 2008:	4,596.58		

ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700626

CFB002868

000 00007 03
ACCOUNT:
DOCUMENTS:

1950
10/30/2009
10

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*****AUTO**MIXED AADC 295
2849 0.8250 MB 0.382 13.11.3

DEBT BAKER BROOKSHIRE TRUST
DEBT BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST
COLUMBIA SC 29201-4011

30-0
1
9

* AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE
* IN FDIC INSURANCE COVERAGE IS EFFECTIVE IMMEDIATELY.
* COVERAGE RAISES TO \$250,000 PER DEPOSITOR THROUGH DECEMBER 31, 2013

* AS OF SEPTEMBER 18, 2009, ALL INTERNATIONAL ACH TRANSACTIONS MUST BE
* VERIFIED AGAINST THE LIST OF SPECIALLY DESIGNATED NATIONALS. THIS
* ACTION MAY CAUSE A DELAY IN THE SETTLEMENT OF SUCH FUNDS TO YOUR ACCOUNT.

=====

PERFORMANCE INVESTMT ACCOUNT 1950

=====

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			09/30/09	19,450.14
INVESTMENT COUNTER WITHDRAWAL	1,500.00		10/02/09	17,950.14
INVESTMENT COUNTER WITHDRAWAL	3,200.00		10/02/09	14,750.14
INVESTMENT COUNTER WITHDRAWAL	3,000.00		10/05/09	11,750.14
INVESTMENT COUNTER WITHDRAWAL	2,500.00		10/09/09	9,250.14
MISCELLANEOUS DEBIT	1,145.83		10/14/09	8,104.31
BAKER AND BAKER, BAKER		5,433.76	10/15/09	13,538.07
INVESTMENT COUNTER WITHDRAWAL	2,000.00		10/15/09	11,538.07
MISCELLANEOUS DEBIT	984.66		10/21/09	10,553.41
DEPOSIT		7,000.00	10/22/09	17,553.41
INVESTMENT COUNTER WITHDRAWAL	1,500.00		10/22/09	16,053.41
INVESTMENT COUNTER WITHDRAWAL	3,500.00		10/26/09	12,553.41
INTEREST		4.41	10/30/09	12,557.82
BALANCE THIS STATEMENT			10/30/09	12,557.82

C O N T I N U E D

CFB003313

CROSSING DATE: OCTOBER 26, 2009
 SEQUENCE: 98000011430
 ORIG. SEQUENCE: 200000021177870
 POCKET: 1
 DEBIT: 0
 SERIAL: 70008295
 ROUTING: 052202130
 ACCOUNT: 1083
 TRANSFER: 68
 AMOUNT: \$ 884.66

 COMMUNITY FIRST BANK	Community First Bank Walhalla, SC 29681	70008295
	OFFICIAL CHECK	
Pay To The Order Of: NATIONWIDE INS CO		PAY \$ 884.66
10/20/2009 - Nine Hundred Eighty-four Dollars And Sixty-six Cents		
1083 AND 1793		<i>[Signature]</i>
70008295 052202130 80000083 0000098466		

511 NATIONWIDE 10/20/09 0053752753 040822-83-81-235-0003-341 40-39222-0341-81778803-341	031200736400RSE WALHALLA, SC 29681 WALHALLA, SC 29681 3512434233	ENDORSE HERE
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ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - O'CONNOR - COMMON PLEAS - CASE#2014CP3700526

CFB003352

000.00007 01
ACCOUNT:
DOCUMENTS:

1950
14

PAGE: 2
04/30/2010

DEBI BAKER BROOKSHIRE TRUST

49+ CHECKING ACCOUNT 1950

DESCRIPTION	DATE	AMOUNT
INVESTMENT COUNTER WITHDRAWAL	04/05	2,000.00
INVESTMENT COUNTER WITHDRAWAL	04/13	4,000.00
MISCELLANEOUS DEBIT	04/14	2,974.49
INVESTMENT COUNTER WITHDRAWAL	04/14	3,500.00
MISCELLANEOUS DEBIT	04/16	1,032.00
INVESTMENT COUNTER WITHDRAWAL	04/16	2,000.00
VICTORIA FIRE & INS. PREM. 4	04/19	1,356.00
MISCELLANEOUS DEBIT	04/21	500.00
FUNDS TRANSFER	04/22	2,500.00
MISCELLANEOUS DEBIT	04/26	2,586.30
FUNDS TRANSFER	04/27	2,000.00
MISCELLANEOUS DEBIT <i>Neel</i>	04/29	1,800.00
FUNDS TRANSFER	04/30	2,500.00

INTEREST

AVERAGE LEDGER BALANCE:	15,008.15	INTEREST EARNED:	1.23
AVERAGE AVAILABLE BALANCE:	15,008.15	DAYS IN PERIOD:	30
INTEREST PAID THIS PERIOD:	1.23	ANNUAL PERCENTAGE YIELD EARNED:	3.0%
INTEREST PAID 2010:	40.08		

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
* TOTAL OVERDRAFT FEES:	.00	.00
* TOTAL RETURNED ITEM FEES:	.00	.00

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
04/05	152.46	04/16	21,807.26	04/27	12,864.96
04/09	30,392.46	04/19	20,451.26	04/29	11,064.96
04/13	26,392.46	04/21	19,951.26	04/30	8,566.19
04/14	19,917.97	04/22	17,451.26		
04/15	24,839.26	04/26	14,864.96		

RECEIVED ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - COCONINE - COMMON PLEAS - CASE#2014CP3700526

CFB003616

ELECTRONICALLY FILED - 2016/Dec/09, 11:22 AM - OCONEE - COMMON PLEAS - CASE#201ACP3700526

EXHIBIT 48

000.00007.01
ACCOUNT:
DOCUMENTS:

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14
PAGE: 2
04/30/2010

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DEBT BAKER BROOKSHIRE TRUST

49+ CHECKING ACCOUNT 1950

DESCRIPTION	DATE	AMOUNT
INVESTMENT COUNTER WITHDRAWAL	04/05	2,000.00
INVESTMENT COUNTER WITHDRAWAL	04/13	4,000.00
MISCELLANEOUS DEBIT	04/14	2,974.49
INVESTMENT COUNTER WITHDRAWAL	04/14	3,500.00
MISCELLANEOUS DEBIT	04/16	1,032.00
INVESTMENT COUNTER WITHDRAWAL	04/16	2,000.00
VICTORIA FIRE & INS. PREM. 4	04/19	1,356.00
MISCELLANEOUS DEBIT	04/21	500.00
FUNDS TRANSFER	04/22	2,500.00
MISCELLANEOUS DEBIT	04/26	2,586.30
FUNDS TRANSFER	04/27	2,000.00
MISCELLANEOUS DEBIT <i>Need</i>	04/29	1,800.00
FUNDS TRANSFER	04/30	2,500.00

INTEREST

AVERAGE LEDGER BALANCE:	15,008.15	INTEREST EARNED:	1.23
AVERAGE AVAILABLE BALANCE:	15,008.15	DAYS IN PERIOD:	30
INTEREST PAID THIS PERIOD:	1.23	ANNUAL PERCENTAGE YIELD EARNED:	10%
INTEREST PAID 2010:	40.08		

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
* TOTAL OVERDRAFT FEES:	.00	.00
* TOTAL RETURNED ITEM FEES:	.00	.00

DAILY BALANCE		DAILY BALANCE		DAILY BALANCE	
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
04/05	152.46	04/15	21,807.26	04/27	12,864.96
04/09	30,392.46	04/19	20,451.26	04/29	11,064.96
04/13	26,392.46	04/21	19,951.26	04/30	8,566.19
04/14	19,917.97	04/22	17,451.26		
04/15	24,839.26	04/26	14,864.96		

CFB003616

PROCESSING DATE: DECEMBER 30, 2009

SOURCE: 97071006130
NO. SEQUENCE: 71000006110-007
CITY: 1
CR: C

70008784
UTING: 053202130
COURT: 1083
ANCODE: 12
OUNT: \$2,000.00

Community First Bank
OFFICIAL CHECK

CREDIT MEMO

Item Number:	70008784	Amt:	\$ 2,000.00	Fee:	\$ 0.00
Date:	12/29/2009	Time:	17:42	Loc:	07
Purch:	DEBI BROOKSHIRE	Oper:	01-BENH	Payer:	LOGAN VOXX

AUTHORIZED SIGNATURE

70008784 053202130 800100083

042

12/29/2009 71000006110 053202130 CFB Seneca N.

CFB003453

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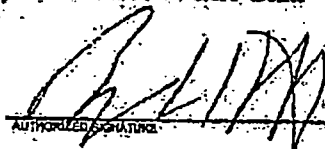
REFERENCE ITEM PRINT

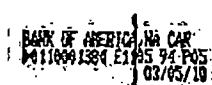
10/24/13 11:47

PAGE 1

CROSSING DATE: MARCH 03, 2010

SEQUENCE: 99000013510
ORIG. SEQUENCE: 100000024461270
POCKET: 1
DBCR: D
SERIAL: 70009159
ROUTING: 053202130
ACCOUNT: 0083
TRAYCODE: 68
AMOUNT: \$ 2,035.00

	Community First Bank Walhalla, SC 29891	70009159
OFFICIAL CHECK		PAY \$ 2035 00 CENTS
Pay To The Order Of <u>LOGAN VOXX</u>		ONLY
*****03/03/2010 Two Thousand Thirty-five Dollars And Zero Cents		
CAR REMITTER		AUTHORIZED SIGNATURE
⑈70009159⑈ ⑆053202130⑆ ⑆00000083⑆ ⑆0000203500⑆		

	
BANK OF AMERICA NA CAR 1110091384 E185 94 P05 03/05/10	⑆0000203500⑆

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CFB003576

Page 11

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF OCONEE

DEBI BAKER BROOKSHIRE;

Plaintiff,

vs.

CASE NO. 2014-CP-37-526

COMMUNITY FIRST BANK, INC., AND

BENJAMIN LEE HIOTT;

Defendants.

DEPOSITION OF: DONALD G. JONES.

DATE: August 25, 2016.

TIME: 10:02 A.M.

LOCATION: Law Offices of
Giese Law Firm, LLC
1315 Blanding Street
Columbia, SC

TAKEN BY: Counsel for the Plaintiff

REPORTED BY: LORI S. MORTGE,
Certified Court
Reporter, CCR

A. WILLIAM ROBERTS, JR., & ASSOCIATES

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Charleston, SC	Hilton Head, SC	Myrtle Beach, SC
(843) 722-8414	(843) 785-3263	(843) 839-3376

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(803) 731-5224	(864) 234-7030	(704) 573-3919

A. WILLIAM ROBERTS, JR. & ASSOCIATES (800) 743-DEPO

EXHIBIT 50

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

EXHIBIT 51

1 coach.

2 So I coached -- I went from banking to
3 football; 27 years college football, yeah. And I
4 worked for Jacksonville Jaguars as an intern for a
5 year. And then in -- we got to Morris Brown and got
6 the program going. And then they kind of got into
7 not liking football, and I just got tired of it, you
8 know. And we had bought some rental property on
9 Lake Hartwell. And I just got tired of the politics
10 of football, so I just walked away.

11 And I went to Hartwell and start
12 selling real estate on Lake Hartwell and was doing
13 good. And then we had bought a piece of property on
14 Lake Hartwell and Fair Play.

15 And then the market crashed on the
16 tech market, whatever it was in '01. And I will
17 never forget it. I had this property and real
18 estate was over. And so I used to -- I guess being
19 a football coach, you always have to figure
20 something out. So I used to count the boats that
21 would pass my house. And so one day I told my wife
22 I was going to put a grill beside my house, and
23 people thought I was crazy. And Community First was
24 the -- my bank. And so I remember calling Larry out
25 there, and we had the property. And I said, Larry,

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1 set up a little tent across the street. And I would
2 sell the tailgaters little bags of it and sell
3 little boil shrimp bags and stuff to all the Clemson
4 people.

5 And one night in the restaurant, a guy
6 kept asking me about the seasoning. He was from
7 Walmart. And he said, Coach, I would like to know
8 about that seasoning. And the next thing I know, a
9 year later, we was in Bi-Lo, Walmart, Ingles with
10 the seasoning.

11 And so we started Coach's Low Country
12 Brands just with the seasoning. But I remember
13 we -- we gave the schools like -- because when it
14 happened, I wanted to do something in the community.
15 So I gave -- We gave all the teachers hole punchers
16 because my daughter wanted to know why my teacher
17 need a hole puncher, so we helped with the schools.
18 And because I always believe when you get something
19 like that, you help your community. So we started
20 that, and my wife had a foundation.

21 And so we took the seasoning and ended
22 up building a brand of products. And we built
23 Coach's Low Country Brands. And during that period,
24 Community First was -- was my bank. And Fred and
25 them helped me along the way.

1 stuff. So in my -- I said, I'm going to go over to
2 Clemson and sell Low Country Boil on Friday and
3 Saturday with a tent, and I did it. I mean, I'll do
4 anything I have to do. But I did it to see the
5 public's opinion of the product. It wasn't in the
6 grocery store. It wasn't -- it was just -- I had it
7 in a little silver bag. But I could sell it retail
8 because McClancy made it for me to sell retail
9 because before I would hand make it. And you can't
10 sell to the public, unless you've got a label.

11 So, in doing that, when you saw how
12 people reacted and every game they'd come back and
13 say, I put it on chicken and this, you realize if
14 there was a way you could get it in the grocery
15 store, you could do it. But what happened to
16 Clemson fans demanded that BI-LO put it in the
17 store. So it's always good when the customer goes
18 to the grocery store and say, You need to carry this
19 seasoning. So that's -- that's how I was able to do
20 it, yeah.

21 MS. BLACK: Let's go ahead and mark
22 that as Exhibit 1.

23 (CROSBY EXH. 1, Photograph CFB004582,
24 was marked for identification.)

25

1 A Ney.

2 Q Ney?

3 A Yeah.

4 Q Is the Cargill military specialist and
5 is working to sell more of the Coach's branded
6 products into the military.

7 A Yeah.

8 Q Do you see that?

9 A Uh-huh.

10 Q What -- what was going on with the
11 military and Cargill at this time?

12 A We -- I mean, again, I met with some
13 military people at a show, and they liked our
14 products. And so -- I mean, all of this happened.
15 I sold it. I mean, I was out there selling it,
16 traveling and doing it. But, you know, people like
17 your product, they'll buy your product. But if you
18 get the right people to like your product, you can
19 get the biggest people in the world to make your
20 product.

21 So that's -- that's what that was
22 about. We -- we -- like I said, we had a contract
23 with the Marines, Navy, Army, all of that, yeah.

24 MS. BLACK: Mark this as Exhibit 5.

25 (CROSBY EXH. 5, Ben Hiott e-mail, was

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1 Who gave it to you?

2 A Ben did. What happened was we got --
3 you know, we got to a point where we were outgrowing
4 the bank. And so I was talking to Ben, and one day
5 he said, Coach, I have a lady friend of mine that
6 wants to help, you know, help you with your company.
7 I mean, I didn't know her. He just was telling me
8 about it. And he said, you know, I've been telling
9 her about your company, and she's willing to invest
10 in your company. And I said, Okay;

11 And so I said, well, you know, I got
12 a -- you need to tell me what it is. I never met
13 her, but he just talked about it. And her name was
14 Debi. And he said, She's going to give you half a
15 million dollars. And I was like, Well, Ben, you
16 know, what now? And so he said, No, it's fine. I
17 said, Okay. I said, but we need to, you know, make
18 sure we keep a record of everything. Because I --
19 you know, you see what I'm saying?

20 And so that's how it came up. And so
21 we got the check, and I got it, and I signed it. We
22 put it in the bank, but I never met Debi. It was
23 just Ben said he had a lady that wanted to invest in
24 our company. And so that's -- that's what it was.

25 Q When did Mr. Hiott first mention Debi

1 That's why I was keeping him informed about the
2 bank. And sometime the banks get to a point where
3 you outgrow the bank.

4 But, again -- I don't know. I guess I
5 thought that's -- he and her had that kind of
6 relationship. I mean, I never -- because I always
7 wanted to meet her, but I never met her. And so it
8 was just, -- she was just Debi as far as I was -- it
9 was kind of like an angel investor because you never
10 knew who she was. But I was only going on what he
11 told me:

12 Q On the check, on the front of the
13 check it says, on the remitter line --

14 A Uh-huh.

15 Q -- Brookshire Loan Advance.

16 A Yeah. I mean, I just knew her name.

17 Q Okay.

18 A You know, I didn't -- her last name
19 was Brookshire. It was Debi. All we talked about
20 was Debi, yeah.

21 Q Is that what you understood this to
22 be, a loan advance?

23 A Yes. Oh, yeah. I mean, I knew -- I
24 didn't think she was just, hey, I'm going --

25 MR. GIESE: Object to the form.

1. check, it was just her giving us an additional
2. advance to help, your know, with our business., Yeah.

3. Q Okay. And the date on this check is
4. November the 27th, 2007?

5. A Correct.

6. Q Correct? Okay.

7. Did you or your business receive
8. additional amounts of money from Ms. Brookshire?

9. A I want to say one other time. I'm
10. not -- I know it was at least -- I know it was
11. twice. I know that for sure. And I think it was
12. one other time, yeah.

13. Q Okay.

14. A Yeah.

15. Q Okay. And were additional amounts of
16. money ever paid to vendors or creditors of your
17. business by Ms. Brookshire?

18. A Not to my knowledge, no. No. I only
19. know -- I only have what I know. You see what I'm
20. saying? Now, we had other money that was not hers,
21. that we paid Ben. But not like this I know. So I
22. didn't -- I mean I don't -- no.

23. Q Okay. How would you categorize how
24. your business was doing in July of 2007?

25. A. My business was growing faster than we

1 because Cargill was running every day. But we lost
2 that chicken contract. It was more to it than that.
3 But it was because my manufacturer wasn't ready.
4 And you lose -- when you don't deliver to the
5 government, stuff like that, if you don't be on
6 time, they cut you off.

7 And so what happened was as we grew,
8 your capital needs to grow. But in the food
9 business, you can't -- again, you can't wait. When
10 they tell you it's going to increase, then you say,
11 I'm going to wait until you do it, and they come
12 with the ship and your stuff not ready, you're
13 through. So we were having to grow, you know, grow
14 a lot because the contracts we had,

15 Q How many people did you have working
16 for you at CLCB in the 2007, 2008 range?

17 A Oh, Jesus. Originally, I didn't have
18 that many. But in that time, we had probably 30 or
19 40 at the time.

20 Q Okay.

21 A We had a lot of employees, a lot.

22 Q And did you have anybody outside the
23 company that was -- you know, that y'all were -- was
24 working for you as well?

25 A What do you mean outside?

1 And then right when we were getting
2 ready to get it, my accountant called and said,
3 Coach, you're not going to get that loan because
4 this mortgage crisis is getting ready to hit. And
5 all of a sudden when the Bear Sterns came on, the
6 bank, lead bank said, Oh, we can't do it. And the
7 appraisal went from 12 million to 5 million. And I
8 had to surrender Coach's Low Country Brands to these
9 people because I couldn't fight them and -- I
10 couldn't fight them. And so we --

11 Q You mentioned --

12 A We --

13 Q Go ahead. I didn't mean to cut you
14 off.

15 A Well, what happened was they --
16 because I couldn't fight them, I had to give up my
17 likeness, my name. They took -- I mean, we had to
18 surrender the brand to them.

19 And so Fred said, Well, Coach, you
20 know, you're going to have to either, you know,
21 fight back, do something. And so they agreed that
22 they would keep me on. But once we signed the
23 papers over to them, they said, Coach, you -- you
24 out. And so we lost everything. I mean, we -- but
25 I couldn't -- I just couldn't fight them. I mean, I

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1 Q Oh, That's quite all right.

2 A Yeah.

3 MS. BLACK: Let's go ahead and mark
4 this as Defendant's 12.

5 (CROSBY EXH. 12, Gerrold Walker e-mail,
6 was marked for identification.)

7 BY MS. BLACK:

8 Q Mr. Crosby, you mentioned QVC a moment
9 ago.

10 A Yeah.

11 Q Can you take a look at Exhibit 12,
12 please. This is an e-mail of May 10th, 2009.

13 A Yeah.

14 Q Who is Gerrold Walker, the sender of
15 the e-mail?

16 A Gerrold came on during that whole
17 process to try to help with this fight we was having
18 with the Venture Capitalist Group to try to work
19 with the bank. Because everybody was trying to help
20 me get away from these guys. The bank, even the
21 State was trying to help with the loan because we
22 were -- I mean, we were helping the community. And,
23 I mean, my wife gave 5,000 kids backpacks in school,
24 school supplies.

25 But it was -- so everybody was trying

1 a home. And we had cars, and we had to get the
2 employees' cars. And, of course, employees threw
3 the cars back on us. And so -- in less than
4 probably -- when I had that conversation with him, I
5 had people coming to my door serving me, and we lost
6 our home; we lost cars; we lost my name, my face. I
7 mean, I can't -- you know, because we had to
8 surrender the brand to those guys. And so I had to
9 take them to the different manufacturers, and
10 introduce them to them. I mean, but -- you know, I
11 did -- what else was I going to do?

12 But at the end of the day, when
13 that -- my accountant told me to turn on the TV and
14 look at the news everything for us went from here to
15 gone. So we lost our home. We lost cars. We lost
16 everything. Everything. I mean, we -- and I mean,
17 I had good real estate. When they took our real
18 estate, we got deficiency waivers. And I didn't
19 know what that was until I was informed on that's
20 what it was.

21 And then Community First talked to
22 Fred. And he said, We're going to write off -- he
23 said, Coach, you can't -- ain't nothing you can do.
24 He said, The only other choice you have is to file
25 bankruptcy. But if you can't fight the people, what

1. car. But I surrendered -- I -- you know, like my
2. car and place at the beach, I just signed it over to
3. Community First. Because they said you know -- I
4. said, fine, just take it. You know what I mean? I
5. wasn't going to fight.

6. So most of the stuff, I just -- like
7. my cars, I brought it to the bank and gave it to
8. them, so they didn't have to worry about come and
9. taking it out of my yard.

10. So I just pretty much surrendered.
11. And I couldn't repay anything. I mean, I wish I
12. could. I mean, I didn't -- I mean, if you look at
13. the stuff, my intent -- we were in the right
14. position to do, but -- I mean, I made the -- the
15. choice with that group. I mean, I -- we had a
16. contract. But I can't get into that because, you
17. know, we ain't supposed to say. But that's --
18. that's what happened.

19. I mean, I -- I didn't work this hard
20. with all of this stuff we just went over to get to
21. that point to just say, Oh, I'm just not going to --
22. but when you're in a position where you can't fight
23. somebody that large, I mean, what -- you know, I
24. thought -- again, we thought, and they said they
25. were going to take care of me and my wife. And so

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EXHIBIT 52

EXHIBIT 53

1 off a loan and they wanted that \$1.2 million back.

2 Q. And in this March 2015 deposition who
3 was your --

4 A. That was architects in Conway suing
5 Horry County Bank.

6 Q. Was Horry County State Bank your client
7 there?

8 A. Yes. I was working with Billy McGee at
9 Nelson Mullins.

10 Q. What were the allegations there?

11 A. That the bank in its activities had
12 allowed their accountant to steal \$1.2 million.

13 Q. I notice you've got several depositions
14 mentioned on here. Have you ever had your
15 deposition taken that's not on your CV?

16 A. No, ma'am.

17 Q. Have you ever testified in court?

18 A. No, ma'am.

19 Q. Has a court ever not qualified you as
20 an expert witness?

21 A. No.

22 Q. In what areas do you consider yourself
23 to be an expert?

24 A. In bank operations.

25 Q. Let's shift gears a little bit to the

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1 all customer accounts.

2 So it's important for the bank to send
3 these monthly statements, correct?

4 A. Yes, yes, ma'am.

5 Q. And it's equally important for the
6 customer to review the statements that are sent to
7 the customer, correct?

8 A. Absolutely.

9 Q. And at least one of the reasons to do
10 that is to identify as soon as possible any
11 unauthorized transactions on the account, correct?

12 A. Absolutely.

13 Q. And that's a -- and the customer bears
14 the responsibility for keeping up with his or her
15 bank accounts, correct?

16 A. Yes, ma'am.

17 Q. And if the customer doesn't receive a
18 bank statement one month for whatever reason the
19 customer should notify the bank, correct?

20 A. Yes.

21 Q. And your last sentence just says,
22 failure to provide bank statements is a violation
23 of state and federal regulation.

24 Would that be the same state and
25 federal regulations we've been talking about

1 attention and complain about it?

2 A. Well, having that kind of money to
3 deposit I can't see there might have been some
4 slackness, and then from what I learned here today
5 of the relationship between Mr. Hiott and the
6 Brookshire family, maybe there's some period of
7 tolerance there, but it shouldn't be very long.

8 Q. Within a matter of months, do you
9 believe?

10 A. Yes. I'd say 90 days would be adequate
11 time to --

12 Q. And then even if Mr. Hiott is saying,
13 don't worry about it, I have the statements, they
14 should contact somebody else at the bank and say,
15 I've asked him for them, he's not providing them to
16 me, I'm not getting them in the mail and I want to
17 see my bank statements? That would be something
18 you would expect a depositor to do?

19 A. It certainly would help things, yes,
20 sir. I would expect them to do that.

21 MR. HAWKINS: I don't have any other
22 questions. Thank you.

23 MR. SCOTT: I don't have any questions.

24 (The witness, after having been advised
25 of his right to read and sign this transcript,

James L. Williams
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(1935-2006)

Richard L. Ritter
Of Counsel

*ADR Circuit Court Certified

July 18, 2013

Mr. W. Barney Giese
Attorney at Law
1315 Blanding Street
Columbia, SC 29201

IN RE: Debi Baker Brookshire/Community First Bank
Account Number: [REDACTED] 950:

Dear Mr. Giese:

Pursuant to our telephone conversations and your earlier request, I am forwarding to you all account information regarding the above referenced account. I'm specifically including the inquiry as to the \$500,000.00 miscellaneous debit made on July 12, 2007.

I have questioned Mr. Hiott as to this transaction. He has indicated to me that this money was removed from the Brookshire account, with Debi Baker Brookshire's consent and knowledge, for an investment with Joseph C. Crosby, Jr., and that Ms. Brookshire has in her possession the promissory note signed by Mr. Crosby at the time of the loan. The bank, of course, is not privy to any of those transactions in that, at that time, Mr. Hiott would have been assisting her only through an individual Power of Attorney relationship and not as a representative of the bank. Please understand that the bank is only a depository in this matter.

In a spirit of full disclosure, let me add that Joseph C. Crosby, Jr. is well known in Oconee County. At one time, he was the owner of a barbeque rub called "Coach's Barbeque Rub" and it had been picked up by major food distributors and other food brands were including it with their product and in product advertisement on basically a national basis. In other words, he was doing quite well and was considered wealthy. This time frame would have been around 2004 to 2008. Thereafter, Mr. Crosby, who was locally known as "Coach", experienced disastrous reversal finances and basically lost everything he owned and

Giese-CFB-1265

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EXHIBIT 56

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With kindest regards, I am

Sincerely,

Missy

Melissa "Missy" M. Brown
Vice President
Wealth Management

MLB/m
enclosures

BB&T_004004.

after the account was opened, and unbeknownst to the Plaintiff, Defendant Hiott, acting within the scope and course of his employment and agency with Community First Bank, Inc. issued a \$500,000 cashier's check to a Joseph C. Crosby. Hiott nor the Trust did not receive anything of value in return for the "gift" of half a million dollars. From this point on, Defendant Hiott continued to withdraw sums of money in excess of \$2,000,000 from Plaintiff's Trust account in which Plaintiff received no benefit.

II. Defendant Hiott's Position at Defendant CFB

By reason of Defendant Hiott's managerial position within the bank, he was able to manipulate account balances electronically, and often altered account balances by transferring assets from one customer to another in order to avoid detection and conceal his fraudulent acts.¹ Defendant Community First Bank identifies these transfers as "journal transfers." In the years prior to 2007, Benjamin Lee Hiott, while acting in his capacity as a Vice President of Community First Bank, began to manipulate and misappropriate both customer and bank funds. These misappropriations were not discovered until the below allegations regarding Debi Baker Brookshire's accounts came to light. Plaintiff was a victim of Defendant Hiott's scheme, a scheme that had begun with other accounts, specifically MPS Incorporated, owned by three well-known members of the bank and community - James McCoy (the Chairman of the Board of Directors of both CFB and its parent company); John Powell (Owner of Powell Real Estate); and Frederick D. Shepherd, Jr. (the President of Defendant CFB and Defendant Hiott's direct supervisor), more than 2 years before Plaintiff's money was lured to the bank by the Senior Vice

¹ Towards the end of the time Plaintiff's account was open, Plaintiff requested monies be transferred from her CFB Trust to her BB&T checking account. In an effort to avoid detection, Defendant Hiott transferred money from other places.

² In fact, Defendant Hiott was "out getting the mail" when Donald Jones questioned President Shepherd where he was on September 9, 2013. (See Jones Deposition at 56-57, attached hereto)

31, line 6; p. 407, lines 13-24; p. 550, line 1 - p. 551, line 4; p. 535, lines 19-25; p. 536, lines 18-20, attached hereto as Exhibit E). At best, Plaintiff received the few statements discussed in Defendant CFB's motion when Defendant Hiott returned the RV to Plaintiff and her husband. (See Deposition of AnnGel Hamiter, p. 54, L. 13-23, attached hereto as Exhibit F). In fact, in early 2010, the bank statements began to read "Exclude—do not mail." According to Carol Wilson, from February 2010 until the closing of the account, these "excluded" and returned statements were placed in a box at the branch. (See Carol Wilson Deposition, p. 81, lines 13-24, attached hereto as Exhibit G). In fact, Plaintiff was not provided these specific statements until the morning of Mrs. Wilson's deposition on February 25, 2016.

Moreover, Defendant Hiott had access to the mail and could have easily removed all statements from the mail, especially since he had power of attorney over Plaintiff's finances.² Even if Plaintiff was receiving statements, these statements would not be reliable, nor would she have had a reason to question whether or not her money was being misappropriated (See Exhibit 36 of Defendant CFB's Memorandum in Support), as Mr. Hiott engaged in a scheme to conceal the originating and ending location of fund transfers and also manipulated the dates that funds were shown to be transferred or were actually transferred. All legitimate transfers to BB&T and other bills look exactly like the illegitimate transfers, as they are all marked as "miscellaneous debits" or "investment counter withdrawals" or "wire transfer."³ When counsel met with Jim Williams (of counsel for Defendant CFB) and Jeff Griffith (employee for Defendant CFB), Mr. Griffith explained the statements were marked this way because there are rules on how many

² In fact, Defendant Hiott was "out getting the mail" when Donald Jones questioned President Shepherd where he was on September 9, 2013. (See Jones Deposition at 56-57, attached hereto as Exhibit H) (See also September 10, 2013 Memorandum bates labeled PCS 000050, attached hereto as Exhibit I).

(President of Defendant CFB) and James E. McCoy (Chairman of the Defendant CFB Board), requesting assistance with Defendant Hiott in obtaining the requested documents, including a full accounting. On October 21, 2010, Defendant Hiott sent Plaintiff's counsel a letter stating that he had set aside money for Plaintiff's two children and would be glad to send documentation reflecting the whereabouts of this money. (See document bates labeled Giese-CFB 1249, attached hereto as Exhibit M). Plaintiff has since learned that these documents do not exist. On December 1, 2010, Mrs. McDaniels and Mr. Williams spoke on the phone. Mr. Williams advised that he would send a full accounting of the Plaintiff's Trust account. (See document bates labeled Giese-CFB 1251, attached hereto as Exhibit N). He never did. Moreover, at some point in Mrs. McDaniels' dealings with Defendant CFB, either Defendant Hiott or Mr. Williams told her that the \$500,000 miscellaneous debit was used to purchase a Lafayette product single premium annuity. (See Kathleen McDaniels deposition, p. 56, attached hereto as Exhibit O) This, of course, was false information and a direct effort by Defendant Hiott and Defendant CFB to mislead the Plaintiff.

On February 17, 2011, Mrs. McDaniels sent Mr. Williams a letter requesting that Mrs. Brookshire's account be closed and all of the funds delivered to Plaintiff's attorney. (See document bates labeled Giese-CFB 1254, attached hereto as Exhibit P). On February 22, 2010, Defendant Hiott, at all times acting within the scope and course of his employment and agency with Defendant CFB, re-opened Plaintiff's Trust with one penny. Defendant Hiott, using his managerial position in Defendant CFB, transferred \$285,233.34 from account number 117001 at Defendant CFB, via journal entry, into the Trust. That same day Mrs. McDaniels closed the

⁴ Much to Plaintiff's surprise, Chairman McCoy revealed during his deposition that he never received any mail at Defendant CFB. (See James McCoy Deposition, p. 98, attached hereto as Exhibit L) Q: "Did you ever get mail at the bank?" A: "No. I never received mail from the bank, no." Q: "As the chairman of the board you never received mail at the bank?" A: "No."

On May 7, 2013, Tabor Investigative Services and counsel met with Defendant Hiott. In this meeting, Defendant Hiott informed Tabor and counsel that he wrote a check for \$500,000 to Mr. Holcombe of Holcombe Insurance Agency in Easley, South Carolina and that Mr. Holcombe used the funds to purchase two annuities in the names of Jordan Taylor Blackwell and Laura Ann Elizabeth Blackwell (Plaintiff's children) from Lafayette Insurance Company. Lafayette Insurance has no annuities payable to the Plaintiff or her Children. Moreover, Defendant Hiott and Defendant CFB failed to provide Plaintiff with a formal accounting of the Trust. (See documents bates labeled Giese-CFB 1261-62, attached hereto as Exhibit T). Additionally, Defendant Hiott said he would not provide any documentation unless Plaintiff provided the following information: "account of amounts and purpose of Debi's withdrawals from her BB&T account(s); copy of her tax returns since 2009; copy of her DSS reports; and asked her to be drug tested." (See document bates labeled Giese-CFB 1263, attached hereto as Exhibit U).

On June 14, 2013, Plaintiff's counsel sent a letter to Mr. Williams, counsel for Defendant CFB, informing him of the communications between counsel and Defendant Hiott and again requesting a formal accounting of the Trust. (See documents bates labeled Giese-CFB 1261-62, attached hereto as Exhibit T).

On July 18, 2013, Mr. Williams wrote to Plaintiff's counsel and he advised that Defendant Hiott indicated to him that the \$500,000 was removed from the Trust, with Plaintiff's consent and knowledge, for an investment with Joseph C. Crosby, Jr. and that the Plaintiff was provided a promissory note signed by Mr. Crosby and that she was in possession of the note. Plaintiff does not and has never had a promissory note, nor had she ever heard of Mr. Crosby before this lawsuit, has never met him, or was ever aware of this transaction. Defendant CFB provided some documents related to the Trust but did not provide a formal and complete

And Jeff Griffith was working with him but it appeared to me, from the conversation that was going on right outside my door, that Mr. Shepherd was deciding what to put in the binders and what not to, not Jeff." (See Jones deposition, p. 147-148, attached hereto as Exhibit Z).

Moreover, Plaintiff subpoenaed Palmetto Consulting's entire file with relation to this investigation. Over 40,000 pages of documents were produced. Within these pages were the 4 binders (in scanned format) that had previously been produced by Defendant CFB to Plaintiff. Within these binders, the paperwork associated with the approximately \$500,000 missing transactions was indeed present. These pages were intentionally withheld from the Plaintiff. The transactions revealed within the 40,000 pages produced by PCS, many of which were intentionally withheld by Defendant CFB despite Plaintiff's repeated attempts to obtain this information, include the following:

• \$310,510.75 juggling.

- On 12/31/2007, \$310,510.75 went from Plaintiff's account into Defendant CFB account # 1002901 (Due From Bank - Banker's Bank).
- On January 7, 2008, \$310,510.75 was transferred from account #1052201 (State County Muni Securities - AFS) into Plaintiff's account, causing Plaintiff to lose the use of and interest for a full week.
- On March 31, 2008, \$310,510.75 was transferred from account 1029002 into 1052201.
- Defendant CFB represented in their Responses to Plaintiff's 1st set of interrogatories that this \$310,510.75 transaction in Plaintiff's account was a "reverse transaction." According to Jeff Griffith's testimony, this transaction was not a reverse transaction and he "would call it juggling." (See Jeff Griffith

- On 10/24/2008, \$3,500 was transferred from Plaintiff's to Ben Hiott's account.
- On 11/1/2008, \$85,000 was transferred from Plaintiff's account to Jim McCoy's account and was immediately offset to pay a debt owed by Mr. McCoy to Defendant CFB. (See documents PCS 000024-000045, attached hereto as Exhibit EE).
- On 6/5/2009, \$25,387.20 was transferred from Plaintiff's account into Defendant CFB's accounts receivable, in which Defendant CFB was able to derive direct benefit and control in exchange for nothing.
- On June 15, 2010, \$3,000 was transferred from Plaintiff's to Defendant Hiott's account.

IV. Stock Shares

Defendant Hiott was purchasing stock shares of Defendant CFB stock with funds from Plaintiff's account, which, according to Defendant CFB's expert is a direct violation of banking regulations. (See Expert Report, attached hereto as Exhibit C). When Mrs. McDaniels closed the account in February of 2011, the check issued was represented to be all proceeds from the Trust account. Plaintiff was never notified of the 16,519 shares of Defendant CFB stock owned by Plaintiff at the time the Trust proceeds were given. Unbeknownst to Plaintiff, she had an RBC account (an investment company) with 5,300 shares of Defendant CFB stock. Defendant Hiott closed the account on May 11, 2011 and the stock certificate was issued in her name and delivered to the address for Plaintiff's RBC account which happened to be PO Box 711, West Union, SC 29696, which is the same address as Hilltop, Inc. Moreover, Defendant CFB Proxy Mailing Address for Plaintiff was 449 ByPass 123, Seneca, SC 29678, which also happens to be Defendant CFB's address for one of its branches. On August 5, 2011, five months after the Trust account was closed and at least three months after the revocation of the Power of Attorney was executed and filed, 16,518 shares in Plaintiff's name were transferred to Hilltop, Inc. Plaintiff

Summary judgment is appropriate if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that 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; *Helms Realty, Inc. v. Gibson-Wall Co.*, 363 S.C. 334, 611 S.E.2d 485 (2005); *BPS, Inc. v. Worthy*, 362 S.C. 319, 608 S.E.2d 155 (Ct. App. 2005); see also *Schmidt v. Courtney*, 357 S.C. 310, 592 S.E.2d 326 (Ct. App. 2003) (stating that all ambiguities, conclusions, and inferences arising from the evidence must be construed most strongly against the moving party). Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law. *Gadson v. Hembree*, 364 S.C. 316, 613 S.E.2d 533 (2005); *Montgomery v. CSX Transp., Inc.*, 362 S.C. 529, 608 S.E.2d 440 (Ct. App. 2004). Even when there is no dispute as to evidentiary facts, but only as to the conclusions or inferences to be drawn from them, summary judgment should be denied. *Nelson v. Charleston County Parks & Recreation Comm'n*, 362 S.C. 1, 605 S.E.2d 744 (Ct. App. 2004).

The party seeking summary judgment has the burden of clearly establishing the absence of a genuine issue of material fact. *McCall v. State Farm Mut. Auto. Ins. Co.*, 359 S.C. 372, 597 S.E.2d 181 (Ct. App. 2004); See also, *Miller v. Blumenthal Mills, Inc.*, 365 S.C. 204, 616 S.E.2d 722, 729-30 (Ct. App. 2005).

Here, the Defendant has not clearly established the absence of a genuine issue of fact.

DISCOVERY RULE

"[A] statute of limitations begins to run when the party either knew or should have known that some legal right had been invaded." *City of Newberry v. Newberry Electric Coop., Inc.*, 387 S.C. 254, 692 S.E.2d 510, 513 (2010). "[T]he discovery rule, in other words, applies to

South Carolina Code Section 15-3-110

South Carolina Code Section 15-3-110 provides that "[l]imitations are not applicable to bills, notes or other evidence of debt issued by moneyed corporations. This chapter shall not affect actions to enforce the payment of bills, notes or other evidences of debt issued by moneyed corporations or issued or put in circulation as money." (Emphasis added). No South Carolina case has ever applied this statute, however, the dictionary definition of a "moneyed corporation" is "a corporation authorized to engage in the investment of moneyed capital." Merriam-Webster, <http://www.merriam-webster.com/dictionary/moneyed%20corporation>. Community First Bank would fall within this dictionary definition of "moneyed corporation."

When the Plaintiff deposited funds with Community First, she became a creditor of the bank and the bank became indebted to her in the amount of the funds deposited. The Plaintiff is in possession of some written evidence of the bank's indebtedness to her. To the extent Plaintiff seeks to recover the money she deposited into Community First Bank – by and through Ben Hiott – and giving the words of Section 15-3-110 their plain and ordinary meaning, the three-year statute of limitations applicable to most causes of action simply does not apply here.

Plaintiff alleges in the complaint that Defendant Hiott went to great lengths to "avoid detection and to conceal his fraudulent actions." See Complaint, paragraph 15. She alleges that in a number of transactions, Defendant Hiott attempted to conceal the transaction through a number of different devices and accounting tricks. The Bank actually participated in Defendant Hiott's attempts to conceal his misdeeds by misrepresenting to Plaintiff that Crosby had received a \$500,000 note and that annuities for Plaintiff's children existed. Both of these claims were false and both were made to the Plaintiff by Defendant Hiott and other agents of Defendant CFB in order to conceal Defendant CFB and Defendant Hiott's theft. Contrary to the conclusions upon

written as "Trust Acct." When the Defendant CFB bank paperwork asks for the business type, the answer is "trust." When questioned as to why transactions were labeled with the generic terms "miscellaneous debit" and "investment counter withdrawal," Jeff Griffith represented to counsel that there was a limit on the transactions on a trust account. Lastly, on the account agreement, a new box is created to state "Trust Accounts."

Additionally, Plaintiff signed a Power of Attorney granting Defendant Hiott, a Senior Vice President of Defendant CFB, the power to manage her funds. "A fiduciary relationship exists when one reposes special confidence in another, so that the latter, in equity and good conscience, is bound to act in good faith and with due regard to the interests of the one reposing confidence." Regions Bank v. Schmauch, 354 S.C. 648, 670, 582 S.E.2d 432, 444 (2003) (internal citations omitted). "[A] bank may be held to a fiduciary duty if it undertakes to advise a depositor as part of services the bank offers. Such a relationship charges the bank with a duty to disclose material facts that may affect its customer's interests. Yet, no fiduciary relationship between a bank and its depositor exists when the bank is unaware of any special trust reposed in it." Id. at 671, 582 S.E.2d at 444 (2003) (internal citations omitted).

Through the power of attorney, a fiduciary relationship clearly existed between Defendant Hiott and Plaintiff. Plaintiff trusted Defendant Hiott with handling her money as a Senior Vice President of Defendant CFB. Defendant CFB had knowledge of this relationship because Defendant Hiott's knowledge is imputed to Defendant CFB as their agent.

SOUTH CAROLINA LAW OF AGENCY/APPEARANT AGENCY

Generally agency may be implied or inferred and may be circumstantially proved by the conduct of the purported agent exhibiting a pretense of authority with the knowledge of the alleged principal. Fochtman v. Clanton's Auto Auction Sales, 233 S.C. 581, 106 S.E.2d 272 (1958).

The doctrine of apparent authority provides that the principal is bound by the

Lowcountry Reg'l Transp. Auth., 343 S.C. 424, 434, 540 S.E.2d 113, 118 (Ct.App.2000) ("Such authority is implied where the principal passively permits the agent to appear to a third person to have the authority to act on his behalf."); *Fernandez v. Thigpen*, 278 S.C. 140, 143, 293 S.E.2d 424, 426 (1982) ("[A]gency may be implied or inferred and may be circumstantially proved by the conduct of the purported agent exhibiting a pretense of authority with the knowledge of the alleged principal.").

Fröneberger v. Smith, 406 S.C. 47-48, 748 S.E.2d 625, 630 (Ct. App. 2013).

Defendant Hiott was clearly acting as an agent of Defendant CFB. He was employed as Senior Vice President of the Bank when he lured Plaintiff's money up to Seneca. He was using bank materials and resources to conduct the subsequent thievery. Defendant CFB gave him the power, opportunity, and tools with which to conduct his concealment scheme. Moreover, Defendant CFB directly benefitted from Hiott's actions. Defendant Hiott was an agent of Defendant CFB and his actions are Defendant CFB's actions.

B. Defendant CFB is not entitled to summary judgment on Plaintiff's cause of action for conversion.

Defendant CFB contends that they are entitled to summary judgement on Plaintiff's conversion cause of action. As stated in Defendant CFB's motion, "[c]onversion is the unauthorized assumption and exercise of the right of ownership over goods or personal chattels belonging to another, to the exclusion of the owner's rights." *Gordon v. Busbee*, 397 S.C. 199, 135, 723 E.E.2d 822, 831 (Ct. App. 2001) (internal quotation omitted). Defendant CFB contends that no evidence exists that Defendant CFB assumed and exercised ownership rights over Plaintiff's funds at their disbursement such that Plaintiff suffered any loss. Plaintiff contends that all misappropriations from her account committed by Senior Vice President Defendant Hiott constitute acts of conversion by both Defendant Hiott and Defendant CFB. Additionally, several sums of money were transferred directly from Plaintiff's account into Defendant CFB's accounts receivable and for which the Plaintiff received nothing in return. Defendant CFB clearly used the

Mr. Giese: Explain that for me, a lay person.

Mr. Jones: He could, solely at his computer, at his desk, he could create official checks, make the entries for the official checks, transfer - he could make journal entries on his own. By that, I mean, he could debit customers' accounts and then offset on general ledger accounts. All these techniques that he was using for the - these transactions and to juggle the books and that sort of thing where he could do it all from his office. He had access to virtually everything.

Mr. Giese: And - and when you're talking about he could do all this from his office, that's without anybody else having to sign off on it? Is that what the dual - or non dual control means?

Mr. Jones: Yes.

Mr. Giese: He could do that on his own?

Mr. Jones: Yes.

Mr. Giese: Such as in Ms. Brookshire's case the \$500,000 - and I don't know if it's the certified check or cashier's check or bank check that was written to Coach Joe Crosby?

Mr. Jones: Mm-hmm.

Mr. Giese: This \$500,000, he could do that without anybody else looking at the \$500,000 check?

Mr. Jones: Yes.

Mr. Giese: He could create it, sign it and send it and give it on his own?

Mr. Jones: Yes.

Mr. Giese: In fact, anybody could have done that if they had access like Mr. Hiott did?

Mr. Jones: If they had the access.

(See Jones depo p. 69-71, attached hereto as Exhibit JJ). In fact, at least 10 employees of the bank had this type of access. (See Defendant CFB's Responses to Plaintiffs' 1st

(Shepherd depo p. 48-51, attached hereto as Exhibit LL). Shepherd further testified that the only thing he would do on a daily basis to oversee Defendant Hiott was to look at the day ending balance sheets. As long as the ending numbers balanced, he would not look into any other transactions. Additionally, Defendant Hiott is not the only employee. Defendant CFB failed to supervise.

Continuing the negligence, the Audit Committee never met. (Jones deposition, p. 98, attached hereto as Exhibit MM). John Hamrick, Chairman of the Audit Committee, had never heard of Mrs. Brookshire until July of 2013 almost 3 years after she had first attempted to obtain an accounting of her Trust. (John Hamrick depo, p. 14-15, attached hereto as Exhibit NN). As Chairman of the Audit Committee, Plaintiff would expect Mr. Hamrick to be well apprised of Plaintiff's situation. This was not the case. Most of what was asked of him, Mr. Hamrick was not aware of until asked in his deposition. He was not aware that \$85,000 went into the Chairman of the Board's account from Plaintiff's Trust. He was unaware that that \$85,000 was then put directly into a Defendant CFB general ledger account. He was unaware this same \$85,000 was then used to pay for MPS Development. He did not know that Defendant Hiott had the ability and permission to go onto the computer and transfer money from any account to any other account at Defendant CFB.

At all times relevant to the Plaintiff's causes of action, Defendant Hiott was the employee of Defendant CFB and was on the premises of Defendant CFB or using a chattel of Defendant CFB, including computers and computer software or other electronic device whereby he could access the Trust account and transfer funds into and out of Plaintiff's Trust. Defendant CFB knew or should have known it had the ability to control the conduct of Defendant Hiott, either by disabling his electronic access to the Trust account. President Shepherd actually checking the day

Hiott was designated Plaintiff's agent by the POA, but Plaintiff herself was still the principal and was owed certain duties. Plaintiff alleges in her Complaint that "Defendant Hiott recruited and convinced Plaintiff to sign the above-referenced Power of Attorney and transfer her money from BB&T in Trust to Defendant Community First Bank and but for Defendant Hiott's position as a Vice President at Defendant Community First Bank, Plaintiff would not have transferred the funds into Defendant Community First Bank." (Complaint Paragraph 9). Defendant Hiott was a senior vice president of Defendant CFB and its agent. He was given certain powers over Plaintiff's finances by the POA. Not only was the situation highly unusual (See Shepard depo, p. 73, hereto attached as Exhibit OO), but it was against the standards and practices of the banking industry (See Report of Kenneth Richey, attached hereto as Exhibit HH). Moreover, based on the agency argument above, Defendant Hiott was acting as an agent of Defendant CFB, and the POA does in fact bind Defendant CFB. The POA did not give Defendant Hiott the authority to steal from the Plaintiff. The POA did not give him the authority to lie to the Plaintiff. The POA did not give him the authority to access other bank accounts, Defendant CFB did. The POA did not give him the authority to manipulate bank statements, Defendant CFB did. The POA did not give Defendant Hiott the authority to make journal transfers from account to account, Defendant CFB did.

Negligence is the failure to exercise due care, while gross negligence is the failure to exercise slight care. *Clyburn v. Sumter Cnty. Sch. Dist. # 17*, 317 S.C. 50, 53, 451 S.E.2d 885, 887 (1994). Defendant CFB's failure to follow standard practices and state and federal law created a situation where there was a *complete* lack of oversight and the failure to exercise even the slightest of care. (See Report of Kenneth Richey, Exhibit HH). It also created a situation where Defendant Hiott was allowed to orchestrate an approximately nine (9) year scheme of