

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Reverse Mortgage Solutions, Inc.,

PLAINTIFF,

vs.

Elvenia Bowens, and United States of America, acting by and through its agency, Secretary of Housing and Urban Development,

DEFENDANT(S).

F12-03066

TO THE DEFENDANTS ABOVE NAMED:

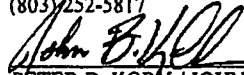
YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, or otherwise appear and defend, and to serve a copy of your Answer to said Complaint upon the subscriber at his office, 1300 Pickens Street, P.O. Box 11264, Columbia, South Carolina, 29211-1264,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

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

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Mortgagee immediately and separately and such application will be deemed absolute and total in the absence of your application for such an appointment within thirty (30) days after the service of the Summons and Complaint upon you.

YOU WILL ALSO TAKE NOTICE that should you fail to Answer the foregoing Summons, the Plaintiff will move for an Order of Reference of this cause to the Master-in-Equity or Special Referee in/for this County, which Order shall, pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, specifically provide that the said Master in Equity or Special Referee is authorized and empowered to enter a final judgment in this cause with appeal only to the South Carolina Court of Appeals pursuant to Rule 203(d)(1) of the SCAR, effective June 1, 1999.

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


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Attorneys for Plaintiff

Columbia, South Carolina
7/30 2012

IN THE COURT OF COMMON PLEAS

SUMMONS

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2012-CP-10-4981

DEFICIENCY WAIVED

B

2012 JUL 31 PM 3:43
JULIE J. ARMSTRONG
CLERK OF COURT

FILED

[Exhibit 6]

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Reverse Mortgage Solutions, Inc.,

PLAINTIFF,

vs.

Elvenia Bowens, and United States of America,
acting by and through its agency, Secretary of
Housing and Urban Development,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

COMPLAINT

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2012-CF-10-498

DEFICIENCY WAIVED

BY

JULIE D. ARMSTRONG
CLERK OF COURT

2012 JUL 31 PM 3:43

FILED

F12-03066

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

1. That the Plaintiff is a corporation/limited liability company organized and existing under and by virtue of the laws of the State of Texas; and that the Defendant(s) Elvenia Bowens, is upon information and belief, a citizen(s) and resident(s) of the County of Charleston, State of South Carolina.
2. Any Defendant described herein as a judgment creditor(s) has, by filing the judgment(s), designated the attorney(s) entering the judgment(s) as their agent for service of process pursuant to the provisions of Section 15-35-840 of the S.C. Code of Laws (1976) as amended.
3. That the real property hereinafter described, which is the subject of this action, is situated and located in the County of Charleston, State of South Carolina.
4. That on or about November 9, 2009, for value received, Elvenia Bowens, did execute and deliver to Security One Lending, a certain promissory note in writing according to the terms and conditions set out therein, wherein and whereby said Elvenia Bowens promised to pay to Security One Lending the sum of One Hundred Twenty-Seven Thousand Five Hundred And 00/100 Dollars (\$127,500.00), together with interest thereon at the rate of Five And 685/1000 per cent (5.6850%) per annum.
5. That in order to better secure the payments of the said note and debt, in accordance with the terms and conditions thereof, Elvenia Bowens, did execute and deliver on November 9, 2009 unto Security One Lending, a mortgage covering the following described property:

Legal description and property address:

ALL THAT PIECE, PARCEL OF LOT OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN ADAMS RUN TOWNSHIP, ST. PAUL'S PARISH, CHARLESTON COUNTY, SOUTH CAROLINA, KNOWN AND DESIGNATED AS TRACT C-1B 30,077 SQ. FT. 0.69 ACRES AS SHOWN ON A PLAT PREPARED BY W. MASON LINDSEY, JR., RLS DATED APRIL 29, 1998, AND RECORDED APRIL 30, 1998, IN PLAT BOOK EC, PAGE 470 IN THE RMC OFFICE FOR CHARLESTON COUNTY, SC; SAID LOT HAVING SUCH SIZE, SHAPE DIMENSIONS AND LOCATION AS WILL BY REFERENCE TO THE AFORESAID PLAT MORE FULLY AND AT LARGE APPEAR.

THIS BEING A PORTION OF THE SAME PROPERTY CONVEYED TO ELVENIA BOWENS BY DEED OF EDITH G. SUTCLIFFE, BY DEED DATED DECEMBER 2, 1996 AND RECORDED DECEMBER 17, 1996, IN

THE REGISTER OF DEEDS OFFICE FOR CHARLESTON COUNTY, STATE OF SOUTH CAROLINA, IN
BOOK U-277 AT PAGE 772.

5381 Highway 174, Adams Run, SC 29426
TMS# 098-00-00-221

6. Thereafter said mortgage was recorded in Book 0092 at page 431 on November 18, 2009 in the office of the Register of Deeds of Charleston County.

7. Thereafter, by virtue of an assignment dated April 8, 2010, recorded April 27, 2010, in Mortgage Book 0119 at page 240, Security One Lending, a California Corporation assigned said mortgage unto Reverse Mortgage Solutions, Inc. making Reverse Mortgage Solutions, Inc. the present lien holder and Plaintiff herein.

8. The above referenced instrument constitutes a first lien priority mortgage.

9. That the Defendant, United States of America, acting by and through its agency, Secretary of Housing and Urban Development, is made a party by virtue of a Mortgage dated November 9, 2009 and recorded November 18, 2009, in Book 0092 at Page 433, in the amount of One Hundred Twenty-Seven Thousand Five Hundred AND 00/100 (\$127,500.00).

10. Further, under the terms and conditions of said mortgage, it was agreed that the mortgagor would pay all taxes, assessments, fire and other hazard insurance, water rates and other governmental or municipal charges, fines or impositions for which provisions were not otherwise made, and in the event she failed to do so, the mortgagee might pay same, which amount, together with interest thereon, would be secured by said mortgage. In the event that the borrower failed to pay said property taxes and maintain fire and hazard insurance coverage, the entire principal and accrued interest shall at once become due and payable without notice at the option of the holder, and if the same should be placed in the hands of an attorney for collection, all costs of collection, including a reasonable attorney fee, would be secured by the said mortgage as a part of the debt secured thereby.

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

12. The Mortgagor Defendant is in default on said mortgage as she has failed to maintain fire and hazard insurance coverage on the subject property. Plaintiff elects to, and does declare the entire balance of said indebtedness due and payable, and that there is due on said note and mortgage the loan balance of Sixty-Four Thousand Four Hundred Eighteen And 53/100 Dollars (\$64,418.53), together with interest at the rate of five and 685/1000 per cent (5.6850 %) per annum from June 30, 2012 and also for the costs and disbursements of this action, including attorney's fees.

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

14. This Mortgage loan is not owned, securitized, or guaranteed by Fannie Mae or Freddie Mac nor is the servicer/investor participating in the Home Affordable Modification Program.

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

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

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

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

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

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

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

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

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

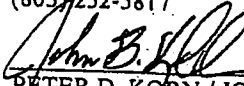
(4) For an Order directing and empowering the Sheriff of Charleston County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property hereinabove described should the same become necessary.

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

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

- (7) For such other and further relief as may be just and proper.
- (8) For an order satisfying any prior liens that may be of record, but have been paid in full.

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Attorneys for Plaintiff

Columbia, South Carolina
July 31, 2012