

IN THE SOUTH CAROLINA COURT OF APPEALS

JP Morgan Chase Bank, National, Respondent,

V

Clorenda Mae White, John Henry White, Andrea Denise

White, as Legal Heir and a Personal Representative of the

Estate of Anthony Franklin White, Melanie White, Jason White

And Mark White, as Legal Heirs of the Estate of Anthony

Franklin White and Charleston County Clerk of Court,

Defendants

Appellant undersigned John H. White, Jr. hereby certify that a copy of appellant's brief to the South Carolina Court of Appeals was served upon Dow A. Davidson, Esq., Nelson, Mullins, Riley and Scarborough, LLP Post Office box 1806 Charleston S.C. 29401-1806 BY Depositing a copy of same in the THE U.S. MAIL postage pre-paid Oct 10, 2013.

1510 Grimball Rd. Chas. SC 29412

Ph. No. (843) 406-5089

Certificate of Service

(Counsel)

Appellants Brief

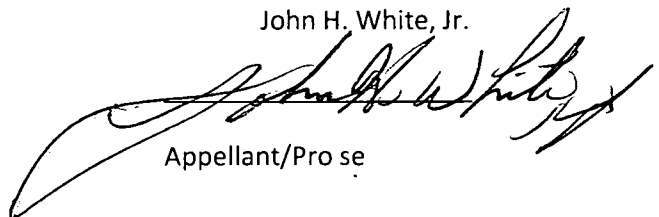
Case No. 2013-001576

RECEIVED

OCT 10 2013

SC Court of Appeals

John H. White, Jr.



Appellant/Pro se

IN THE SOUTH CAROLINA COURT OF APPEALS

JP Morgan Chase Bank, National Association, Respondent,

V

Clorenda Mae White, John Henry White, Andrea Denise

Appellant's Brief

White, as Legal Heir and as Personal representative of the

Case # 2013-001576

Estate of Anthony Franklin White, Melanie white, Jason

White, and Mark White, as Legal Heirs of the Estate of

RECEIVED
OCT 10 2013

Anthony Franklin White and Charleston County

SC Court of Appeals

Clerk of Courts, Defendants.

Whether the Master In Equity's refusal to allow appellant to be heard on his rule60 (b) SCRPC violates

his right to due process of law and the equal protection of the law as required by the 14th Amendment

of the U.S. Constitution.

Argument: Appellant verily believe that the Master In Equity violated his Fundamental right to due

Process and equal protection by reason of the mandate of the 14th Amendment of the U.S. Constitution.

Especially whereas , while the honorable master scheduled the hearing for the requested

Disposition but in the midst of his open declaration he (Transcript see exhibit ("B" line 1-7 of record) asserted that appellant

could not be heard although the very purpose of the motion was to pursue the privilege conferred

upon him by virtue of the rule, supra. The court below gave no explanation whatsoever for placing

appellant's right to be heard in the deep freeze. Even if the court of its own accord was transforming the

purpose of the urgent matter before the tribunal, no such discretion is embodied in the rule.

As such the ruling of the court constitutes an impermissible breach of discretion at the very least. In

sum, minimal constraints of due process compels reversal.

II.

Whether the failure of appelle Chase Bank to timely file and publish Lis Pendens and serve the same

upon this appellant as required by the 1976 code of laws of South Carolina as amended renders the

proceeding below null and void the appellant saith yes

Argument: while it is true that a lis pendens was filed which excluded this appellant (appellant's name not contained in the initially filed law suit exhibit "A" attached). Therefore the error is blatant. There was no new filing of a lis pendens together with the amended complaint, nor does the Filed master report shows any. Accordingly the statutory mandate has not been complied with. That omission per se requires reversal.

III.

Whether the failure of the Master in Equity nor the appelle Chase Bank to serve notice of the allegedly eventually held foreclosure hearing deprives appellant due process? This, of course require little argument. In the very bosom of protected rights is the right to be heard. No explanation is given except that appellants former attorney informed appelle Chase Bank that he no longer represented appellant, that per se was a warrant for the appelle to notify the appellant. We are not aware as to how many times the Master's foreclosure hearing was postponed but what is pertinent is that appellant was

notified and appellee states that it was eventually held but there is no record of that proceeding. The 14th

amendment is therefore self evident.

IV.

Whether appellee, Chase Bank attempts to include appellants home as a part of foreclosed premises

Although indisputably no buildings nor improvements are mentioned in the subject mortgaged land

implicates a violation of the statute of fraud. See appellants exhibits "C" and "D" attached.

Argument: yes

Briefly stated the statute of fraud provides in part pertinent that any transaction purporting to convey

an interest in land must be in writing and subscribed to by the parties involved therein. Here a studied

review of the mortgaged real estate mentions nor refer to building nor improvements . Thus under

the holding in the matter of Patricia Fica v. Karol Koon Stack, etal the South Carolina Supreme Court

held that the documents of the purchaser of land involved in a sale transaction failed to show an adequate description of the property to be sold. Thus under section 32-3-10 Of the South Carolina Code of law as amended , the flaw in the description of realty or the lack thereof failed to satisfy the statute of fraud as there was, in law, to be charged. Hence not enforceable. In the document here that is the referenced above. There is no mortgaged premises signed by the decedent to constitute an agreement to convey a valid mortgage to appellee Chase Bank. Appellee Chase apparently recognized the flawed conveyance and sought to correct it Following the death of the late Julia Mae White Bowman. The public record is an undeniable manifestation of the unfortunate error as not only was the same prepared by Chase, but in an effort to cure it was delivered back to them as proof of its preparation (see appellants exhibit "J" attached). Appellant does not contend that appellee Chase, predecessor did not present a document to the decedent but while

apparently signed by her the same is not legally enforceable under the statute of fraud. Chase's remedy is laid at the feet of its assignor. The history of that transaction tends to show that there was a total lack of an informed consent by the decedent to do anything save an excepting mortgaging to Chase Bank a vacant lot as evidenced by her last will and testament to which the appellee Chase Bank voluntarily craves reference in the master proceedings in the matters subjudice. Far more conclusive than that, the master's deed prepared by appellee Chase Bank unerringly serves as proof and affirmation of what they (Chase Bank) believed to be the understanding of the decedent Julia Mae Bowman whose will spoke at death (the copy decedent will is included designated matter for appellant review, see exhibit "E")

After sale of entire premises. Order contained no official signature nor initials 9th circuit clerk of court is affixed as proof of filing. Nor is there any record of the master's hearing referred to by appellees as the master's foreclosure hearing that was finally held. Whereas Rule (b) of SCRCP mandates a record

be kept by the Master in Equity.

7

Conclusion

Appellant pro se verly assert that the foregoing premises supports substantial grounds or reversal of the

judgement and orders of the Honorable Master in Equity for Charleston county rendered below.

Respectfully Submitted

John H.White,Jr.

Appellant/Pro se

October 8, 2013

1510 Gribmall Rd. Ext.

Chas. SC 2912

Ph. 843 406-5089

Exhibit "B"

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

FOR THE NINTH JUDICIAL CIRCUIT

JP MORGAN CHASE, N.A.,)

Plaintiff,)

VS.)

CLORENDA MAE WHITE, ET AL,)

Defendants.)

CASE NO.: 2011-CP-10-296

 **COPY**

Hearing before the
Honorable Mikell R. Scarborough, reported by Bernadette A.
Cali, CSR and Notary Public, at 11:00 a.m. on July 8,
2013 at 100 Broad Street, Charleston, South Carolina.

A P P E A R A N C E S

For the Plaintiff: Dow A. Davidson, Esq.
Nelson Mullins Riley & Scarborough, LLP
151 Meeting St.
Charleston, S.C. 29401

For the Defendant: John Henry White, Pro se
1510 Grimball Rd. EXT
Charleston, S.C. 29412

Bernadette A. Cali, CSR
Notary Public

1 THE COURT: This is JP Morgan Chase Bank versus
2 Clorenda Mae White, 2011-CP-10-296. We're here today,
3 a continuing hearing following a Rule 60 motion that
4 was filed by Mr. White back in the spring.

5 By order of March 18 this year I issued an order
6 postponing the Defendant's ejectment until April 30,
7 2011 to allow the Defendant to redeem the property.
8 That was my order of March 14.

9 We were back in front of the Court on May 6. At
10 that time Mr. White had an offer and -- made an offer
11 of \$20,000 to settle the case. My understanding is
12 that offer is still on the table?

13 MR. WHITE: Yes, sir. That money is still there.

14 THE COURT: All right; \$20,000 to settle the case.

15 Mr. Dow Davidson is here on behalf of Plaintiff JF
16 Morgan Chase. The bank has not accepted that offer as
17 we speak and has some conditions. Would you state
18 those conditions for the record?

19 MR. DAVIS: Yes, Your Honor. The conditions have
20 really -- truly considering the offers that we be
21 allowed to appraise the property formally, get in look
22 at the building and have a good sense of really what
23 the actual value of the property is.

24 We've conducted a BPO that gives us some
25 indication, but as I've been advising my client --

1 don't want to go into the details of that but that
2 there are other considerations beyond the BPO that I
3 think they need to take into account before making a
4 formal decision.

5 And as I mentioned before we've had constructive
6 conversations with Mr. White about doing that.

7 I'll interject here -- Mr. White, correct me if
8 I'm wrong. I think your concern is that when the
9 appraisal comes back somewhere far in excess of
10 \$20,000, your concern is that we're now going to make a
11 counter offer and ask you for whatever that number is.
12 Is that your concern?

13 MR. WHITE: That along with the fact that the
14 buildings were never ever considered in the original
15 mortgage, as part of the original mortgage nor the
16 foreclosure. And I don't think it's fair that those
17 buildings -- those buildings are considered now. Only
18 the land was mentioned in the lis pendens or the
19 description of the property in the mortgage, and now
20 all of a sudden -- and up until now I haven't even been
21 able to convince anyone, not even the attorney for the
22 estate -- I'm sorry -- the attorney for the estate that
23 Chase has foreclosed on that entire estate. They've
24 done such a good job of disguising that foreclosure or
25 deal that no one believes me, except for you, Your

1 Honor, that the whole thing is foreclosed upon. So why
2 consider the building now? If it's going to go up,
3 it's not going to be in my favor.

4 THE COURT: That's true.

5 MR. DAVIDSON: Your Honor, let me jump in here
6 quickly. I hear what Mr. White is saying. The bank
7 disagrees with his characterization of things up to
8 this point. And that's fine. That's the substance
9 that we can get into if you see fit. But I understand
10 Mr. White's position with respect to the dollar figure.
11 I understand that the \$20,000 is as high as he can go.
12 And, frankly, Your Honor that is not a deal breaker one
13 way or the other. The bank just needs to know, with
14 certainty, what the value of the property is. And we
15 would like to have that chance and, personally, I would
16 like to have that chance before we take steps to remove
17 Mr. White from the property.

18 THE COURT: Okay. All right. Mr. White, you
19 don't want them coming in the property?

20 MR. WHITE: Well, I don't think it's fair that I
21 should be humiliated any more than I've been already,
22 and participate in that humiliation, if all I'm going
23 to do is give them an opportunity to raise the numbers.
24 They need to look at this thing in terms of this is a
25 wrongful foreclosure and Fourteenth Amendment rights;

1 due process, period. I mean, the more I look at this
2 thing the uglier it got. Decent, honorable people are
3 going to be challenged and hurt by this whole ordeal.
4 Decent people that Chase attorneys have deceived this
5 Court about with no buildings and -- it's ugly, Your
6 Honor. I'm well informed at this point.

7 THE COURT: Mr. White, I understand that, too. I
8 also understand that back in March --

9 MR. WHITE: I was to be in the street.

10 THE COURT: You might be on the street again.
11 Okay? I postponed the eviction until April 30th. I'm
12 going to postpone the eviction until August 30th. I'm
13 going to send the Sheriff out there the day after Labor
14 Day. That will be my order. Unless you-all resolve it
15 between the two of you prior to that time. Okay?

16 MR. WHITE: August 30th?

17 THE COURT: August 30th is your drop dead date.

18 MR. WHITE: What time August 30th, Your Honor?

19 THE COURT: 5:00 p.m. If you don't have this
20 thing settled by 5:00 p.m. I'm not going any further.
21 I'm not hearing any more motions. I'm not entertaining
22 nothing else. I'm giving you an additional four months
23 from the the initial time I gave you. You got \$20,000
24 out there. If they say jump through a ring of fire,
25 Mr. White, if I was you I would jump through a ring of

1 fire to get them to take your offer. Because you are
2 not in the driver's seat. This case has already been
3 to trial; the case has already been decided. We have
4 determined that the entire tract of land -- and I think
5 it was your mother's if I remember right, or
6 grandmother's -- I can't remember now who -- mortgaged
7 the entire tract. Whether or not there was a building
8 or no building on there the subdivision of the property
9 took place after the mortgage has determined what
10 property was subject to the foreclosure. It was simple
11 as that. I gave you a period of time to come up with
12 an offer to settle. You-all made that offer. They can
13 accept it or reject it. Okay? They can take \$20,000
14 or they can take zero dollars or they could take a
15 hundred thousand dollars if that's what they want.

16 The problem with the case is that the case was
17 ended. I gave you the opportunity to come in and try
18 to redeem the property. You're in a redemption period.
19 You're not in the driver's seat from that perspective.
20 You're in a redemption period. So I think that's -- I
21 think it's a decent offer. They want to make a
22 business decision. They're entitled to make a business
23 decision. I'm going to give you a lot longer than I
24 think it should be. So I'm going to give you until
25 then. I'm not going to hear any more motions about

1 this. I'm done with this case. I'm just done. Okay?

2 Unfortunately, I'm in the position of having to
3 kick people out of their houses. That's what I do now.
4 I did it Friday. Here I am on Monday doing it again;
5 got another coming up this week. I have an 86 year old
6 woman I have to put out of her house, and I'm not happy
7 about it.

8 MR. WHITE: I know.

9 THE COURT: I do what I do. I took an oath when I
10 took my job. My job is to uphold the law. And I'm
11 sorry. Because people get hurt doing that. All right?
12 But I'm just telling you, I understand what your
13 position is. I understand clearly what you're telling
14 me, but I'll tell you the time to have done that was
15 2011 and 2012. I've given you some additional time
16 because you came in here.

17 MR. WHITE: I asked you and you did.

18 THE COURT: You asked me to do it. Ain't no skin
19 off my back to help somebody. I'm happy to do it. I
20 am just telling you, you're not really in the driver's
21 seat there.

22 MR. WHITE: Not even along with the fact that
23 there was no personal representative in place at the
24 time of the foreclosure? No one was notified, even the
25 attorney of the estate? I mean, this thing is ugly.

1 This has been really a wrongful foreclosure. But I
2 thank you so much for your input and I understand your
3 position.

4 THE COURT: All right. I'm just telling you I
5 know where we are. I'm giving you this additional
6 time, basically two more months, because I think you
7 all can work this out.

8 MR. WHITE: I hope so.

9 THE COURT: You'll have to work from their
10 perspective. I don't want to be prejudging that one
11 way or the other. I'm just going to set a red letter
12 date deadline and that's August 30th. You have it
13 worked out by then or you don't. I don't intend to do
14 anything other than that. I'll issue a form order that
15 says that.

16 MR. DAVIDSON: Sounds good, Your Honor. Is your
17 preference that I contact you one way or the other or
18 if you don't hear from me action will be taken?

19 THE COURT: What I want you to do is send me an
20 order that says just what I said. That way you've got
21 it. Make sure Mr. White's got it, and Ms. White.
22 Okay? The parties to the action have an order that
23 says exactly what I said.

24 MR. DAVIDSON: I will send it this afternoon.

25 THE COURT: You can't wait until August 30th to

1 resolve it. I was going to give you 30 days which was
2 August 6th or 7th or 8th or something. I'll just say
3 end of August. August 30th is the drop dead date to
4 resolve it. If it ain't resolved by then, the chips
5 are going to fall where they fall.

6 MR. DAVIDSON: I think the 30th is good, because
7 even if we get the appraisal sometimes the machine
8 takes awhile.

9 THE COURT: These banks do not move quick. That's
10 unfortunate, but they don't move quick. So my hope is
11 you can have it resolved then. They are not going to
12 even put forth an effort until you-all have come to
13 terms on some agreement. You need to work out whatever
14 the terms are now so that the deal can be done by then.

15 MR. WHITE: Okay.

16 THE COURT: All right. Thank you for coming.

17 MR. WHITE: Okay, Your Honor.

18 THE COURT: Good luck to you, sir. All right.
19 Mr. Davidson, any questions just bring them to me.

20 MR. DAVIDSON: I appreciate it.

21

22

23

24

25

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

C E R T I F I C A T E

I, Bernadette A. Cali, Notary Public, do hereby certify that the within hearing was taken and transcribed by me; and that the foregoing pages are a true and accurate transcript of the within proceedings. I further certify that the persons were present as stated.

I further certify that I am not of counsel or kin to any of the parties to this action, nor am I interested in the result of the said action.

IN WITNESS WHEREOF, I have hereunto subscribed my name, this July 16, 2013.

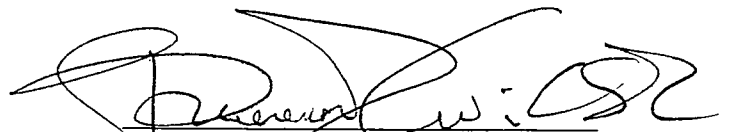

Bernadette A. Cali, CSR
Notary Public
My Commission Expires
April 5, 2020

Exhibit "C"

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

JPMorgan Chase Bank, National Association,

PLAINTIFF,

VS.

Clorenda Mae White, John Henry White, Andrea Denise White, as Legal Heir and as Personal Representative of the Estate of Anthony Franklin White, Melanie White, Jason White, and Mark White, as Legal Heirs of the Estate of Anthony Franklin White, and Charleston County Clerk of Court,

DEFENDANTS.

IN THE COURT OF COMMON PLEAS

CASE NO. 2011-CP-10-296

MASTER IN EQUITY'S ORDER AND JUDGMENT OF FORECLOSURE AND SALE

DEFICIENCY WAIVED

Non-Eligible under the Home Affordable Modification Program

NOTICE: The original of this document was filed in the office of the Clerk of Court for Charleston County:

File Number 101003.00168

TO: Scott Law Firm, P.A.
Attorneys for the Plaintiff
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
(803) 252-3340

Clorenda Mae White
4307 Bream Rd., Apt 39
North Charleston, SC 29418

John Henry White
1510 Grimball Rd. EXT
Charleston, SC 29412

Andrea Denise White
4511 S. Rhett Ave.
North Charleston, SC 29405

Melanie White
4511 S. Rhett Ave
North Charleston, SC 29405

FILED
2012 OCT 30 PM 2:40
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

Jason White
4511 S. Rhett Ave.
North Charleston, SC 29405

Mark White
2211 Suffolk Street
North Charleston, SC 29405

Charleston County Clerk of Court
c/o Bradley A. Mitchell, Esq.
Charleston County Attorney's Office
Lonnie Hamilton, III Public Services Building
4045 Bridge View Drive
North Charleston, SC 29405

Pursuant to Circuit Court Rule 53(b) of the South Carolina Rules of Civil Procedure, the above-entitled matter was referred to the undersigned to make appropriate findings of facts and conclusions of law with authority to enter a final judgment in the cause.

* Pursuant to the said Order of Reference a hearing was held attended by the attorneys of record. A Record of Hearing was presented, which is herewith reported, and from the Record of Hearing and the documents and records received into evidence, I find, conclude and order as follows: *

FINDINGS

This Court has jurisdiction over the subject matter of this action and the parties hereto and it is the proper forum for the litigation of this matter.

1. The Court has determined that the Plaintiff has complied with the Administrative Order of the Supreme Court dated May 2, 2011 (2011-05-02-01) and the Administrative Order of the Supreme Court dated May 22, 2009 (2009-05-22-01).

2. The Lis Pendens, Summons, and Complaint (and any amendments thereto or joinders thereto) as well as service affidavits have been filed with the Clerk of Court for this county.

collection.

11. With respect to attorney fees and in view of the potential financial liabilities and likely continuing professional obligations inherent in judicially prosecuting a real property mortgage credit matter, the attendant professional duties and responsibilities, and the size of the mortgage debt and consistent with similar case proceedings before this Honorable Court, I find that a reasonable attorney's fee in this matter would be \$1,050.00. This award is consistent with the laws of this state in the awarding of attorney fees. I have considered the six (6) factors (none of these factors is controlling in the singular) as follows: (1) the nature, extent and difficulty of the legal service rendered; (2) the time and labor necessarily devoted to the case; (3) the professional standing of counsel; (4) the contingency of compensation; (5) the fee customarily charged in the locality for similar legal services; and (6) the beneficial results obtained. Taylor v. Medenica, 331 S.C. 575, 503 S.E.2d 458 (1998); Baron Data Systems v. Loter, 297 S.C. 382, 377 S.E.2d 296 (S.C. 1989). As to the Scott Law Firm, P.A. and its professional standing, it is noted that counsel for the Plaintiff is regionally and nationally recognized for its professional expertise in mortgage default credit matters as evidenced by its listing in BEST LAWYERS IN AMERICA™ and Martindale-Hubbell Registry of Pre-Eminent Lawyers™. This Court has specifically reviewed and satisfied itself with all six (6) factors as well as the disclosed client billing by Plaintiff's counsel considered in awarding reasonable attorneys fees in this matter.

12. Although I have heretofore given consideration to all six (6) factors in the awarding of attorney fees and costs herein, jurisdiction over the fee award shall be reserved as granted in the Order of Reference with the right to re-visit the question of attorney fees should the action proceed in an unexpected way and/or to facilitate the assessment and payment of any such current or additional professional compensation.

13. The amount due and owing on the Note, with interest at the rate provided in the Note, including attorney's fee and allowable costs and charges allowable under and secured by the Note and Mortgage, is as follows:

(a) Principal due	\$33,650.40
(b) Interest Due from May 18, 2010 to October 9, 2012	\$10,865.73

3. The Defendant(s), Clorenda Mae White, Andrea Denise White, as Legal Heir and as Personal Representative of the Estate of Anthony Franklin White, Melanie White, Jason White, and Mark White, as Legal Heirs of the Estate of Anthony Franklin White, are in default as is shown by the affidavit filed herein.

4. The Defendants and/or all attorneys of record were notified of the time, date, and place of the hearing of this matter.

5. According to the affidavit filed herein, any Defendant in default is not in the Military Service of the United States of America, as contemplated under The Servicemembers' Civil Relief Act of 2003 and any amendments thereto.

6. As set forth in the Record of Hearing submitted separately and contemporaneously to this Honorable Court, the Note and Mortgage heretofore made, executed, and delivered by the named Defendants define the terms and conditions of the mortgage debt owed to the Plaintiff.

7. Thereafter, said Note and Mortgage were assigned to the Plaintiff as reflected in the records for this County or by merger.

8. The Court finds also that this mortgage constitutes a first lien on the mortgaged premises and a purchase money lien as may apply under state law as well as the After Acquired Property Doctrine.

9. That the Court finds that the Plaintiff and/or its counsel has complied with its obligation(s) as required under the specific terms of the Note and Mortgage being foreclosed as well as any applicable Federal or State statutes or regulations including but not limited to, the furnishing of any notices required to be given to the obligor(s) which gives to such person(s) the right to cure any default arising under the specific terms of the recited Note and Mortgage herein; the review of this mortgage loan for compliance with the Home Affordability Modification Program (HMP), if applicable; and that moreover and prior to the filing of this judicial proceeding, the Defendant(s) had not raised any compliance defense or objections as to the servicing of any applicable banking or consumer laws by the Plaintiff and/or its counsel.

10. Payment due on the note has not been made as provided for in the note, and the Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the note and mortgage in the hands of the attorney herein for

(c)	Pre-Acceleration Late Charges	\$ 126.36
(d)	Escrow Adjustments (Itemized in Plaintiff's Disbursement Record)	\$4,155.05
(e)	Broker's Price Opinion/Appraisals	\$ 156.00
(f)	Property Preservation	\$28.00
(g)	Previous Bankruptcy Fees/Costs	\$ 0.00
(h)	Property Inspections	\$ 98.00
(i)	Suspense	\$0.00
(j)	Miscellaneous Charges/Credits (Itemized in Plaintiff's Disbursement Record)	\$0.00
(k)	Costs of collection prior to hearing	\$1,217.50
(l)	Attorney's fees and costs	
	(Foreclosure & applicable Bankruptcy)	<u>\$1,050.00</u>

TOTAL DEBT secured by note and mortgage including interest to date shown **\$51,347.04**

Interest for the period from the date shown in (b) above through the date of this Judgment at the above stated rate to be added to the above stated "Total Debt": to comprise the amount of the judgment debt entered herein and interest after the date of judgment at the rate of 13.49% per annum (pursuant to the terms of the Note and Mortgage) on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage through the date to which such interest is computed. (Items (g), (k) and (l) are subject to revision by Plaintiff's counsel and/or modification by the Court.)

14. Based upon a search of the public records of the aforesaid county, all persons or entities having an interest or lien or possible claim in or upon the mortgaged premises subordinate to the lien of the Plaintiff as of the date and time of the filing of the Lis Pendens herein have been made defendants.

15. The Plaintiff is seeking the usual foreclosure of mortgage and has in the Complaint, or by amendment thereto, or by motion at the reference, expressly waived the right to a personal or deficiency judgment.

16. The Defendants below named claim or may claim a subordinate lien or junior interest upon or interest in the subject property, and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claim will be determined at a hearing subsequent to the sale, in accordance with the Circuit Court Rules 53 and/or 71. The subject Defendant are further made a party due to the similarity in name(s) to the primary defendants against whom they claim or may claim a lien and in order to clear title to this property as follows:

(a) The Defendant, Clorenda Mae White, by virtue of the following:

(i) Deed of Distribution from the Estate of Julia Mae White Bowman (2009-ES-10-1070) conveying the property to Clorenda Mae White dated June 27, 2009 recorded March 1, 2010 in Book 0114 at Page 745;

(ii) a Corrective Deed of Distribution conveying the property to Clorenda Mae White, John Henry White, and Heirs of Anthony Franklin White, recorded November 3, 2010 in Book 0152 at Page 968, subsequently, upon information and belief, Anthony Franklin White died on May 10, 2009;

(iii) a Corrective Deed of Distribution conveying the property to Clorenda Mae White, subject to the provisions under the Last Will and Testament of Julia Mae White Bowman, dated October 18, 2010 recorded November 3, 2010 in Book 0152 at Page 963.

(b) The Defendant, John Henry White by virtue of the following:

(i) a Corrective Deed of Distribution conveying the property to Clorenda Mae White, John Henry White, and Heirs of Anthony Franklin White, recorded November 3, 2010 in Book 0152 at Page 968, subsequently, upon information and belief, Anthony Franklin White died on May 10, 2009;

(ii) a mortgage given by Julia Mae White a/k/a Julia Mae White Bowman dated May 5, 2006 recorded May 12, 2006 in the original amount of \$45,000.00 in Book E583 at Page 164.

(c) The Defendant, Andrea Denise White, as Legal Heir and as Personal Representative, of the Estate of Anthony Franklin White in such fiduciary capacity as representative of any person or entity that may be a creditor or claimant against such Estate, and by virtue of the powers granted by Decedent's Will or by statute.

(d) The Defendant, Melanie White, by virtue of any interest claimed under the law of succession (S.C.Code §62-2-109) or under decedent's will.

(e) The Defendant, Jason White, by virtue of any interest claimed under the law of succession (S.C.Code §62-2-109) or under decedent's will.

(f) The Defendant, Mark White, by virtue of any interest claimed under the law of succession (S.C.Code §62-2-109) or under decedent's will.

(g) The Defendant, Charleston County Clerk of Court, by virtue of the following:

(i) Judgment against Anthony White, dated May 15, 2008 filed May 23, 2008 in the original amount of \$171.75 and identified as Case No. 2008-JG-10-783;

(ii) Judgment against Anthony White, dated May 15, 2008 filed May 23, 2008 in the original amount of \$586.75 and identified as Case No. 2008-JG-10-782. The defendant, Anthony White named in this judgment is someone other than the defendant named in this action. Based on said defendant's default, I find that said judgment should be released as to the subject property.

17. No Defendant raised any issues related to Plaintiff's standing to prosecute this action. Therefore, any issues related to Plaintiff's standing or ability to prosecute this action are waived.

CONCLUSIONS OF LAW

I therefore, conclude as follows:

1. The Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2011-05-02-01) issued by Chief Justice Jean H. Toal, dated May 2, 2011, and also that the Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2009-05-22-01) issued by Chief Justice Jean H. Toal, dated May 22, 2009

2. The Plaintiff should have judgment of foreclosure of the mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.

Now, on motion of Plaintiff's attorney,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. The Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2011-05-02-01) issued by Chief Justice Jean H. Toal, dated May 2, 2011, and also that the Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2009-05-22-01) issued by Chief Justice Jean H. Toal, dated May 22, 2009.

2. That there is due to the Plaintiff on the obligation and mortgage set forth in the Complaint the sum of \$51,347.04, representing the total debt due Plaintiff as set forth supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

3. The amount due in the preceding paragraph (the "total debt" as set forth in Paragraph hereinabove, and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 13.49% per annum.

4. That the Defendants liable for the aforesaid Mortgage debt shall on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

5. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, be sold by this Court at public auction, after giving Notice of the time and place of such sale by advertisement according to law. Any sales date is tentative and may be rescheduled at any time prior to the sale without further order of this court or written notice to the parties of the notice of sale, provided notice of the new sales date is duly advertised as required by law. The sale shall be according to the following terms, that is to say:

a. FOR CASH: The undersigned Master in Equity will require a deposit of 5% on the amount of the bid (in cash or equivalent), said 5% deposit being due and payable immediately upon the closing of the bidding, same to be applied to the purchase price only upon

compliance with the bid, but in case of non-compliance within 30 days same to be forfeited and applied to the costs and Plaintiff's debt.

b. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 13.49%.

c. The sale shall be subject to taxes and assessments, existing easements and restrictions of record.

d. This mortgage constitutes a first lien covering the real estate and improvements therein described, including any mobile/manufactured home located thereon. Plaintiff would further allege and avail itself of the Purchase Money Mortgage Doctrine as may apply to the facts of this action.

e. Purchaser to pay for deed stamps and cost of recording the deed with the Plaintiff to pay the Statutory allowed fee of \$25.00 to the preparer of said deed (be it this Court or Counsel for Plaintiff).

6. If Plaintiff be the successful bidder at said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of Plaintiff in full, the Plaintiff may pay to the Court only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

7. No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

8. That this Court will by advertisement according to law, give notice of the time and place of such sale, and the terms thereof. Any sales date is tentative and may be rescheduled at any time prior to the sale without further order of this court or written notice to the parties of the notice of sale, provided notice of the new sales date is duly advertised as required by law. This Court will execute to the purchaser, or purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action may become a purchaser at such sale, and that if, upon such sale being made, the purchaser, or purchasers, should fail to comply with the terms thereof within 30 days after the date of sale, then this Court may advertise the said premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured. In the event the Plaintiff is the successful bidder, at its/his option, or the option of its/his assignee, the deed may be taken

subject to payment by grantee of any taxes or assessments constituting a lien against the property sold under this order and hereinafter more fully described. All bidders are hereby and herein notice that in the event the successful bidder is a third party, neither the Plaintiff nor Plaintiff's counsel make any warranties or representations of any kind as to the subject property, including but not limited to its title or habitability on behalf of the third party bidder or any subsequent purchasers.

9. The sale will not be held unless the Plaintiff, its attorney, or its bidding agent is present at the sale and enters the authorized bid of the Plaintiff or has advised this Court of its authorized bidding instructions. In the event a sale is held without the Plaintiff or its Counsel entering a bid, the sale shall be void and the property shall be re-advertised for sale on the next available sale date.

10. In the event of a third party bidder wherein the successful third party bidder fails to deliver the required deposit in certified (immediately collectible) funds to this Court by close of bidding on the day of the sale, this Court will re-sell the subject property at the most convenient time thereafter (including the day of sale) upon notification to counsel for Plaintiff.

11. That this Court shall apply the proceeds of the sale as follows:

FIRST: To the payment of the amount of the costs and expense of this action, including any Guardian ad Litem fee or fees of attorneys appointed under Order of the Court;

NEXT: To the payment to the Plaintiff or Plaintiff's attorney, of the amount of Plaintiff's debt and interest or so much thereof as the purchase money will pay on the same; and Plaintiff's attorney shall receive and disburse such funds only in total and absolute compliance with the debt, interest, escrow, and related calculations of this Court including the Court's award for attorney fees and taxable costs;

NEXT: Any surplus will be held pending further order of the Court as provided for in the South Carolina Rules of Civil Procedure and particularly Rule 71(c) of the South Carolina Rules of Civil Procedure.

12. It is further ORDERED, that if the successful bidder is other than the Defendant in possession herein, the Sheriff of this County is ordered and directed to evict and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet and peaceable possession of

said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

13. And it is further ORDERED, ADJUDGED AND DECREED that Defendant named herein and all persons whosoever claiming under him, them or it, be forever barred and foreclosed of all right, title and interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

14. IT IS FURTHER ORDERED that the deed of conveyance made pursuant to said sale shall contain the names of only the first-named Plaintiff and the first-named Defendant, and the Defendant who was the titleholder of the mortgaged property at the time of the filing of the notice of pendency of the within action, and the name of the grantee, and the applicable recorder of deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

15. This Court will retain exclusive jurisdiction to do all necessary acts incident to this foreclosure, including, but not limited to, all matters post-sale which may effect the transfer of the title to the subject real property and all improvements thereon, as well, the issuance of a Writ of Assistance.

16. Upon issuance of this Court's Report on Sale and Disbursements, the Register of Deeds is directed to release of record the mortgage lien being foreclosed, which mortgage lien is described as follows:

Mortgage from Julia Mae White a/k/a Julia M. White Bowman to A&M Mortgage Corporation, dated November 13, 1997, covering real property in Charleston County, filed on November 25, 1997, and is of record in the Office of the Clerk of Court/Register of Deeds for Charleston County in Book N293, at Page 281.

17. This sale is specifically subject to all title matters of record and any interested party should consider performing an independent title examination of the subject property as no warranty is given at all by the Court, the Plaintiff or its Counsel.

18. The following is a description of the premises herein ordered to be sold:

All that certain piece, parcel and lot of land, situate, lying and being on James Island, County of Charleston, State of South Carolina known and designated as Lot 3, as shown and designated on that certain plat entitled "PLAT SHOWING THE SUBDIVISION OF A 16.384 ACRE TRACT OF LAND INTO LOTS 2 THRU 8, LOT 10 AND A NEW 50' R/W, AND THE ABANDONMENT OF LOTS D, E AND F, AND EXISTING LOT 9, A 1.523

ACRE TRACT OF LAND, PROPERTY OF COOPER JUDGE ESTATE LOCATED IN THE TOWN OF JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA" and prepared by George A.Z. Johnson, Jr., Inc., and recorded in the RMC Office for Charleston County in Plat Book EB, page 271. Said lot having such size, shape, dimensions, buttings and boundings as reference to the aforesaid plat will more fully and at large appear.

This being the same property conveyed to Julia Mae White a/k/a Julia M. Judge Bowman by deed of Roger M. Young dated February 23, 1996 recorded August 19, 1996 in the Register of Deeds Office for Charleston County, South Carolina in Book C273 at Page 377.

✓ Thereafter by the Estate of Julia Mae White Bowman (2009-ES-10-1070) a Deed of Distribution conveyed the property to Clorenda Mae White dated June 27, 2009 recorded March 1, 2010 in Book 0114 at Page 745

✗ Thereafter, a Corrective Deed of Distribution conveyed the property to Clorenda Mae White, John Henry White, and Heirs of Anthony Franklin White, recorded November 3, 2010 in Book 0152 at Page 968, subsequently, upon information and belief, Anthony Franklin White died on May 10, 2009 ✗

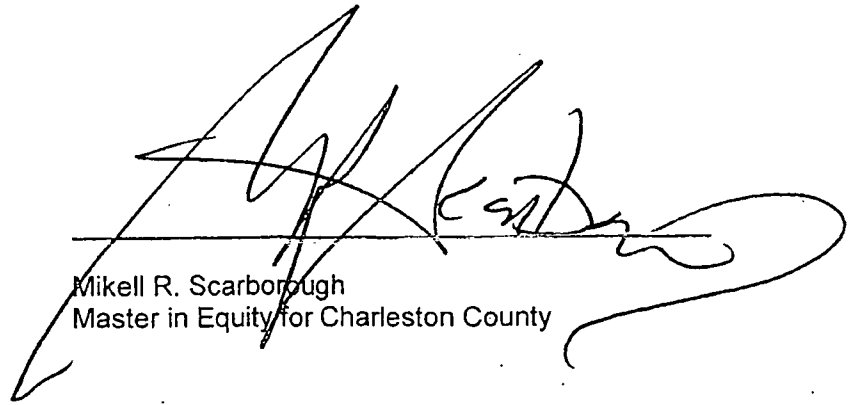
✓ Thereafter, a Corrective Deed of Distribution conveyed the property to Clorenda Mae White, subject to the provisions under the Last Will and Testament of Julia Mae White Bowman, dated October 18, 2010 recorded November 3, 2010 in Book 0152 at Page 963.

TMS No. 427-00-00-081

Property address: 1510 Grimball Road Ext
Charleston, SC 29412

19. IT IS FURTHER ORDERED that if the Plaintiff or the Plaintiff's representative does not appear at the scheduled sale of the above-described property, then the sale of the property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available sales day as ordered by this court.

20. No Defendant raised any issues related to Plaintiff's standing to prosecute this action. Therefore, any issues related to Plaintiff's standing or ability to prosecute this action are waived.



Mikell R. Scarborough
Master in Equity for Charleston County

Charleston, South Carolina
10/13, 2012

FORM 4

STATE OF SOUTH CAROLINA
 COUNTY OF CHARLESTON
 IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2011-CP-10-296

JPMorgan Chase Bank, National Association

Clorenda Mae White, John Henry White, Andrea Denise White, as Legal Heir and as Personal Representative of the Estate of Anthony Franklin White, Melanie White, Jason White, and Mark White, as Legal Heirs of the Estate of Anthony Franklin White, and Charleston County Clerk of Court

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Scott Law Firm, P.A.	Attorney for : <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant
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DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRCP; Rule 41(a), SCRCP (Vol. Nonsuit); Rule 43(k), SCRCP (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRCP; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

2012 OCT 30 PM 2:39
 JULIE J. ARMSTRONG
 CLERK OF COURT
 FILED

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

ORDER INFORMATION

This order ends does not end the case.

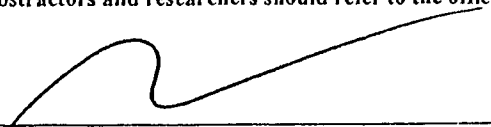
Additional Information for the Clerk : The property which is the subject of this action shall be sold at public sale pursuant to the Master in Equity's Report and Judgment of Foreclosure and Sale.

INFORMATION FOR THE PUBLIC INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A		

If applicable, describe the property, including tax map information and address, referenced in the order:
 TMS No. 427-00-0081
 Property address: 1510 Grimball Road Ext
 Charleston, SC 29412

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest
 SCRCP Form 4C (12/2011) Page 1 of 2

or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.



Mikell R. Scarborough, Master in Equity

3062

Judge Code

10/26/11

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

Scott Law Firm, P.A.
P.O. Box 2065
Columbia, SC 29204

Charleston County Clerk of Court
Bradley A. Mitchell, Esq.
Charleston County Attorney's Office
Lonnie Hamilton, III Public Services Building
4045 Bridge View Drive
North Charleston, SC 29405

Attorney for the Plaintiff

Attorney for the Defendants

Clerk of Court

Court Reporter:

EXHIBIT "D"

Please Return To:
A&M MORTGAGE CORPORATION
2138 ASHLEY-PHOSPHATE ROAD STE 103
Charleston, SC 29406

BK N 293PG281

: 250381784

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 13, 19 97 .

The mortgagor is JULIA MAE WHITE a/k/a JULIA M. WHITE BOWMAN

("Borrower").

This Security Instrument is given to A&M MORTGAGE CORPORATION

, which is organized and existing

under the laws of SOUTH CAROLINA

, and whose address is

2138 ASHLEY-PHOSPHATE ROAD STE 103, Charleston, SC 29406

("Lender").

Borrower owes Lender the principal sum of thirty six thousand eight hundred and NO/100ths

Dollars (U.S. \$ 36,800.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 18, 2012 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in Charleston County, South Carolina:

SEE ATTACHED EXHIBIT "A"

which has the address of 1510 GRIMBALL RD. EXT., Charleston (City)
South Carolina 29412 (Zip Code) ("Property Address");

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

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

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

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost

to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

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

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument to Borrower, Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. Waivers. Borrower waives all rights of homestead exemption in the Property.

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


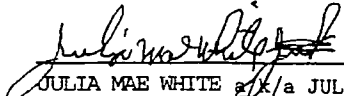
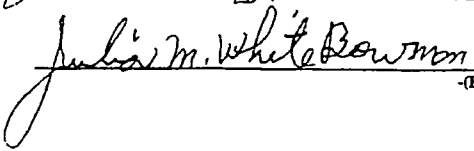
25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Balloon Rider
- Rate Improvement Rider
- Second Home Rider
- Other(s) [specify]

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

Signed, sealed and delivered in the presence of:

		
_____	First Witness	(Seal) JULIA MAE WHITE aka/a JULIA M. WHITE BOWMAN -(Borrower)
_____	Second Witness	
_____	First Witness	
_____	Second Witness	(Seal) -(Borrower)
_____	First Witness	
_____	Second Witness	
_____	First Witness	(Seal) -(Borrower)
_____	Second Witness	

[Space Below This Line For Acknowledgement]

STATE OF SOUTH CAROLINA, Charleston County ss:

Before me personally appeared George J. Morris and made oath that he saw the within named Borrower sign, seal, and as her act and deed, deliver the within written Mortgage; and that he with Melya Zineich witnessed the execution thereof.

Sworn before me this 13th day of November, 1997

My Commission Expires: 3.14.09

Notary Public for South Carolina

(Seal)

EXHIBIT A

ALL that certain piece, parcel and lot of land, situate, lying and being on James Island, County of Charleston, State of South Carolina known and designated as Lot 3, as shown and designated on that certain plat entitled "PLAT SHOWING THE SUBDIVISION OF A 16.384 ACRE TRACT OF LAND INTO LOTS 2 THRU 8, LOT 10 AND A NEW 50' R/W, AND THE ABANDONMENT OF LOTS D, E AND F, AND EXISTING LOT 9, A 1.523 ACRE TRACT OF LAND, PROPERTY OF COOPER JUDGE ESTATE LOCATED IN THE TOWN OF JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA" and prepared by George A.Z. Johnson, Jr., Inc. and recorded in the RMC Office for Charleston County in Plat Book EB, page 271. Said lot having such size, shape, dimensions, buttings and boundings as reference to the aforesaid plat will more fully and at large appear.

BEING the same property which Roger M. Young, Master by deed dated February 23, 1996 and recorded August 19, 1996 in the RMC Office for Charleston in Book C273, page 377, conveyed to JULIA MAE WHITE a/k/a JULIA M. JUDGE BOWMAN.

TMS #427-00-00-081

MORTGAGEE'S ADDRESS: 2138 Ashley Phosphate Road
North Charleston, SC 29406

BALLOON RIDER - NO MODIFICATION

THIS BALLOON RIDER is made this 13th day of November, 1997, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the Borrower) to secure the Borrower's Note to A&M MORTGAGE CORPORATION

(the "Lender")

of the same date and covering the property described in the Security Instrument and located at:
1510 GRUMBALL RD. EXT., Charleston, SC 29412

The interest rate stated on the Note is called the "Note Rate". The date of Note is called "Note Date". I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder".

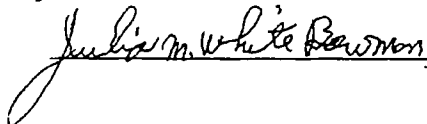
ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument. Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

THIS LOAN IS PAYABLE IN FULL ON ITS MATURITY DATE WHICH MAY BE A DATE AT THE END OF A TERM WHICH IS SHORTER THAN THE AMORTIZATION SCHEDULE IF THE LOAN PAYMENTS HAVE BEEN PARTIALLY AMORTIZED OR IF THE LOAN PAYMENTS HAVE BEEN ACCRUED INTEREST ONLY, THEN, THERE HAS BEEN NO REDUCTIONS OF PRINCIPAL. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL THEREFORE, BE REQUIRED TO MAKE PAYMENTS OUT OF OTHER ASSETS YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.



JULIA MAE WHITE (Seal)
-Borrower

(Seal)
-Borrower



Julia M. White Bowman (Seal)
-Borrower

(Seal)
-Borrower

East Bay Land Title, Inc.

BK N 293PG287

TX /
AC

1200
A

FILED

N293-281

97 NOV 25 AM 10:02

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

Exhibit "E"

Last Will and Testament

OF

JULIA M. BOWMAN

I, **JULIA M. BOWMAN**, of James Island, South Carolina being of sound and disposing mind and memory, and not acting under duress, menace, fraud or undue influence of any person whomsoever, do make publish and declare this my Last Will and Testament, hereby specifically revoking any and all former Wills and Codicils thereto, made by me prior to the date of this Will.

ITEM

ONE: I hereby declare that I am not married.

ITEM

TWO: I hereby declare that I have three (3) children, namely, John Henry White, Anthony Franklin White and Clorenda Mae White. All of the aforesaid children have reached the age of majority.

ITEM

THREE: I hereby direct that all my just debts, funeral expenses, and expenses of my last illness be paid out of my estate by my Personal Representative, hereinafter named, as soon after my death as is practicable.

ITEM

FOUR: It is my intention by this Will to dispose of all my property, real, personal and mixed, including any and all property of whatever nature acquired and wherever situated after the execution of this Will.

J M B

ITEM

FIVE: I give, devise and bequeath the duplex located at 1510 Grimboll Road Extension, James Island, South Carolina to Clorenda Mae White, provided that John Henry White shall be permitted to reside in the unit that he presently occupies until his death on the condition that he pays one-half of the annual costs of taxes, insurance, maintenance and utilities incurred as determined by Clorenda Mae White. Provided further, that Clorenda Mae White may permit any other child or family member of mine to live in the second unit on the same conditions as set out hereinabove for John Henry White. If no family member occupies the second unit, then it may be rented to non-family members at market rent with proceeds used by Clorenda Mae White to pay her one-half share of the cost of taxes, insurance, maintenance and utilities. Failure of John Henry White or any other child or family member occupying the said duplex to pay the amounts required by Clorenda Mae White pursuant to this gift shall subject the occupant to immediate eviction.

Clorenda Mae White shall be authorized to subdivide said property to create a lot or lots to be developed or sold, in her discretion, and the proceeds therefrom shall be the sole property of Clorenda Mae White. Upon the death of John Henry White or his failure to continue occupancy of the property, possession of the unit occupied by him shall go to Clorenda Mae White.

ITEM

SIX: All the rest, residue, and remainder of my estate, real, personal and mixed, of whatever kind and wherever situated,

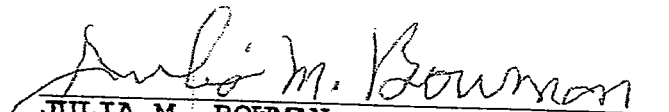
L. M. W.

of which I may die seized and possessed, or in which I may have any interest or to which I may be entitled or over which I may have any power of appointment, I give, devise and bequeath to my children, John Henry White, Anthony Franklin White and Clorenda Mae White, to be theirs in equal shares.

ITEM

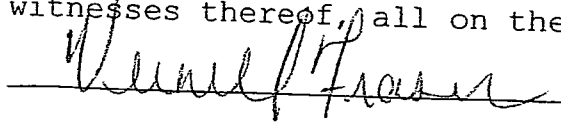
SEVEN: I hereby nominate, constitute and appoint my daughter, Clorenda Mae White, as Personal Representatives of this my Last Will and Testament, to serve without bond.

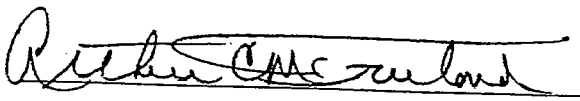
I hereunto subscribe my name to this my Last Will and Testament, which consists of four (4) pages, at Charleston, South Carolina, this 1st day of September 2006.


JULIA M. BOWMAN

ATTESTATION CLAUSE

SIGNED, SEALED, PUBLISHED AND DECLARED by the above named **JULIA M. BOWMAN** as her Last Will and Testament in the presence of us two who, at her request, in her presence, and in the presence of one another, hereunto subscribed our names as witnesses thereof, all on the date last written.

 residing at 1849 Ashley River Rd
Charleston, SC 29407

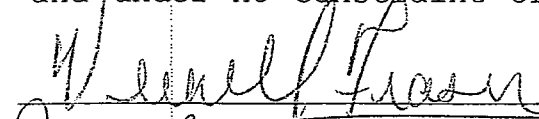
 residing at 1849 Ashley River Rd
Charleston, SC 29407

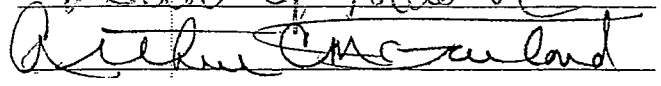
I, **JULIA M. BOWMAN**, the Testatrix, sign my name to this instrument this 1st day of September 2006, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my last will and that I sign it willingly, that I execute it as my free and voluntarily act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind and under no constraint or undue influence.



JULIA M. BOWMAN

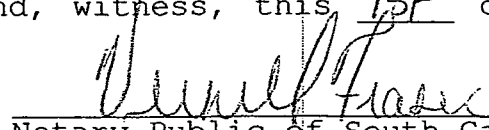
We, Arthur C. McFarland and Vernell Fraser, the witnesses, sign our names to this instrument, and at least one of us, being first duly sworn, does hereby declare, generally and to the undersigned authority that the Testatrix signs and executes this instrument as her Last Will and that she signs it willingly, and that each of us, in the presence and hearing of the Testatrix, hereby signs this will as witness to the Testatrix's signing, and that to the best of our knowledge the Testatrix is eighteen years of age or older, of sound mind, and under no constraint or undue influence.





STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

Subscribed, sworn to and acknowledged before me by **JULIA M. BOWMAN** the Testatrix, and subscribed and sworn to before me by Arthur C. McFarland, witness, this 1st day of September 2006.



Notary Public of South Carolina
My Commission Expires: 8/28/2011

State of South
Carolina
County of Charleston

Civil Action 2011CD-10-296

John H. White, Plaintiff, Defendant, Prose
Rule 60 (b) S.C.R.C.P.

V

Motion to Vacate

Chase Bank Plaintiff in foreclosure

Comes now the undersigned movant, Defendant, Prose John H. White Mortgage 2nd and life tenant

V

Chase bank,
Defendant-Plaintiff

In foreclosure and moves this court to vacate the judgment heretofore returned and to void the sale there rendered upon the following ground; and pursuant to rule 60(b) SCRPC.

1.

The Law suit is defective in so far as it seeks to include the entire track of land owned by the decedent Estate of Julia Mae White (aka) Julia Mae White- Bowman more specifically the decedent only pledge lot 3A as shown on the plat February 19, 2004 and not any of the building whatsoever.

2.

Plaintiff/ movant Chase Bank erroneously sought foreclosure on all lands owned by the decedent. Movant therefore seek to vacate the former judgment and correct same to conform to the terms of the mortgage there by fraudulently deprive plaintiff/movant of the rightful inheritance as the next of kin and holder of mortgage upon all descendents real estate.

3.

Movant was heretofore informed that foreclosure action resulting on said matter only related to lot 3A as shown on plot dated February 19, 2004.

4.

Plaintiff/movant is reliably informed that he is entitled to a vacation of former judgment and a voiding of the sale to conform to actual agreement to void an unjust enrichment and wrongful taking of inheritance and right to his entitlement as alleged above. Where the Plaintiff/Movant moves that this

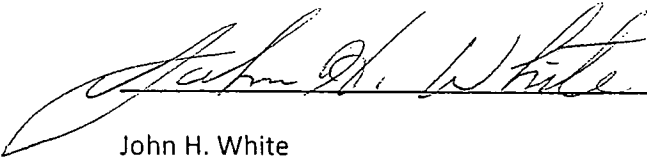
matter be set for vacation of sale and former judgement to conform with the actual agreement of the parties so as to avoid unjust enrichment of mortgagor Chase Bank and successors in interest inclusive of voiding of sale to such parties as their interest appear. Plaintiff/Movant moves that this matter be set for vacation of sale and former judgement to conform with actual agreement. Wherefore movant prays that judgement be awarded as set forth above together with the cost of this matter and for such other rule an unjustment enrichment to the parties so as to avoid by mortgagee, Chase Bank inclusive of voiding of sale parties as their interest appear.

February ²²21, 2013

1510 Grimball Road

Charleston, South Carolina 29412

(843) 406-508


John H. White

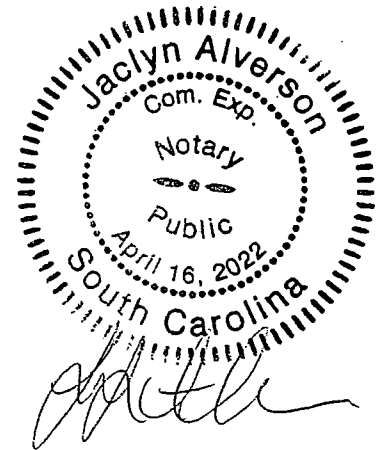


Exhibit "G"

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

JPMorgan Chase Bank, National Association,

In the Court of Common Pleas

PLAINTIFF,

Case N.2011-CP-10-296

VS.

Supplemental Motion to Vacate Judgement
Foreclosure

2013 APR 19 PM 1:21
JULIE J. ARMSTRONG
CLERK OF COURT

FILED

Clorenda Mae White, John Henry White, Andrea Denise White, as Legal Heir and as Personal Representative of the Estate of Anthony Franklin White, Melanie White, Jason White, and Mark White, as Legal Heirs of the Estate of Anthony Franklin White, and Charleston County Clerk of Court,

DEFENDANTS.

Movant, Prose, John H. White, Jr. hereby interpose and supplemental motion to add to prior motion to vacate the judgement of foreclosure previously entered by this honorable Court pursuant to rule upon the following additional grounds:

(1)

Plaintiff, Chase Bank judgement is fatally defective and void insofar as plaintiff failure to file and or include in its law suit an order showing wherein an administrative was previously appointed by the Charleston County probate Court as required and mandated by section 60-103 and 62-3-1201 of S.C. code of laws of 1987 and act amending the same, all of which to date have not been done.

(2)

Not any effective lis pendens was filed by the plaintiff Chase Manhattan Bank prior to the filing of the matter before this court as required by law, so as to inform or alert this movant nor inform the representative nor members of the public as to the litigation. Also no legal proof of indebtedness appears on this court whatsoever.

(3)

plaintiff, Chase Manhattan Bank while well aware and explicitly confessing and awareness of the dividing of decedents real estate into three lots, ^{where the lots} has undertaken to sell the entire estate of the decedent, Julia Mae White. Whereas the sale of any one of said lot if legitimate, would more than satisfy the otherwise tainted judgement.

(4)

Plaintiff seeks to excuse failure of giving notice to movant by way movants lawyers oral representation to him of foreclosure hearing on the merits in this matter before this court, that he no longer represented movant, should have at the very least, alerted plaintiff to provide or serve notice directly upon movant. Movant therefore contends that no effective legal notice of final foreclosure hearing was served upon him (a unwaivable due process right).

(5)

movant is informed that by virtue of the above acts of commissions, the heretofore foreclosure action of plaintiff, Chase Manhattan bank is void, thereby entitling movant to an order of this court nullifying the action of foreclosure and setting the same aside.

(6)

Additionally, plaintiff Chase Manhattan bank failed to petition the court of common pleas for Charleston County for the appointment of a guardian-ad-litem to represent the interest of any minor children nor such heirs subject to inherit from the decedent Julia Mae White as required by law simultaneously or contemporaneously with the filing of the law suit pursued in this court; all in accord with and mandated by sec 62-1305 of the code of laws of South Carolina and acts amendatory thereto (a diligent search of the records in this proceeding fails to reveal or show any such filing nor pursuit). Again, the pending action is thus per se a nullity.

(7)

All of the foregoing omissions involves a flagrant breach of compliance with South Carolina law and Federal due process of law guaranteed by both South Carolina Constitution and the 14th amendment of the constitution.

(8)

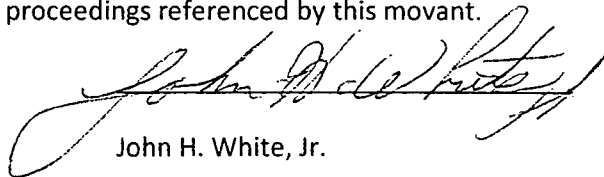
Furthermore, movant invokes and demands strict compliance with Rule 71(a) of SCR1987 and act amendatory thereto, especially whereas done here, no record of any hearing being held evidentiary or otherwise have been placed or perfected and intended prove the existence of any mortgage or indebtedness by the decedent or her heirs. Again as such the proceeding to date ought be declared null and void and the judgement heretofore ^{entered} be vacated.

Wherefore movant prays that the judgement of foreclosure be declared null and void by virtue of the aforementioned defects in the proceedings referenced by this movant.

1510 Grimball Road, EXT.

Charleston S.C.29412

Ph. No. (843) 406-5089

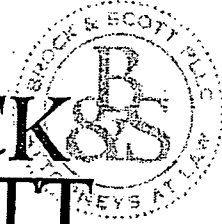


John H. White, Jr.

Movant/Prose

Exhibit 4H

BROCK & SCOTT PLLC



THOMAS E. BROCK *
GREGORY A. SCOTT *
JAMES P. BONNER *
MARK A. PEARSON **
BRIAN L. CAMPBELL **
SEAN M. CORCORAN *

COLUMBIA OFFICE
WESTPARK CENTER
3800 FERNANDINA ROAD
SUITE 110
COLUMBIA, SC 29210
PHONE 877-302-4140
FAX 888-207-9353

ASHEVILLE, NC
CHARLOTTE, NC
RALEIGH, NC
WILMINGTON, NC
WINSTON-SALEM, NC
COLUMBIA, SC
FRANKLIN, TN

www.brockandscott.com

* Licensed in North Carolina

** Licensed in North Carolina and South Carolina

January 30, 2013

Charleston County Sheriff's Department
100 Broad Street, Suite 381
Charleston, SC 29401
Attn: Civil Processing

Re: Lockout date & time-Case No. 2011-CP-10-296
1510 Grimball Road Extension, Charleston, SC 29412

To The Charleston County Sheriff's Dept.,

I have enclosed an original and two copies of the Writ of Assistance Order, a check in the amount of \$25.00 and a postage paid return envelope. **Please serve the Writ of Assistance by personal service or by posting and notify me of a lockout date and time.** Please contact Pam Kilpatrick in the eviction department with any questions at (877) 302-4140. I appreciate your help in this matter.

Sincerely,

Pam Kilpatrick
Eviction Manager
Brock & Scott, PLLC

DATE/TIME: 2/22/2013 @ 11:44 am
ADDRESS: 1510 Grimball Road Extension
DEFENDANT: C. Lorenda Mac White et al
PLEASE VACATE & REMOVE ALL PERSONAL
PROPERTY NLT MONDAY, MARCH 18, 2013 @ 10:00 AM
TO AVOID FURTHER EMBARRASSMENT AND
POSSIBLE LAW ENFORCEMENT ACTIONS.
THANK YOU.

Sergeant A. Palmer

843.958.2107 or 843.906.7272

Exhibit "I"

DK C 273 PG 377

MASTER'S DEED

STATE OF SOUTH CAROLINA)
) (Public/Private Sale)
COUNTY OF CHARLESTON)

To all whom these Presents shall concern:

I, Roger M. Young, as Master in Equity for Charleston County, in the said State, send Greetings:

WHEREAS, in an action in the Court of Common Pleas in Charleston County between VERA LEE JUDGE, AMANDA LEE ROPER, ELIZABETH J. LESESNE, AND FRANCINA J. BACKMAN, as plaintiff(s) and THE ESTATE OF COOPER JUDGE, THE ESTATE OF FRANKLIN JUDGE, SR., THE ESTATE OF FRANKLIN JUDGE, JR., JULIA MAE WHITE, et al., as defendant(s), by an Order dated on November 16th, 1995, it was decreed that the property hereinafter described should be sold by the Master in Equity for Charleston County on the terms and for the purposes mentioned in the order(s) granted in the case as by reference thereto will appear. SEE also Supplemental Order dated 2-23-96.

NOW THEREFORE KNOW ALL MEN, That I, the undersigned, as Master in Equity for Charleston County, pursuant to the foregoing and in consideration of the sum of (see Final Order dated November 16, 1995) as paid by the hereinafter named grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant and release the following described property unto the grantee, JULIA MAE WHITE, a/k/a JULIA M. JUDGE BOWMAN, the following described property:

ALL that certain piece, parcel and lot of land, situate, lying and being on James Island, County of Charleston, State of South Carolina, known and designated as Lot 3, as shown and designated on that certain plat entitled "PLAT SHOWING THE SUBDIVISION OF A 16.384 ACRE TRACT OF LAND INTO LOTS 2 THRU 8, LOT 10, AND A NEW 50' R/W, AND THE ABANDONMENT OF LOTS D, E, & F, AND EXISTING LOT 9, A 1.53 ACRE TRACT OF LAND, PROPERTY OF COOPER JUDGE ESTATE LOCATED IN THE TOWN OF JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA," and prepared by George A.Z. Johnson, Jr., Inc. Said lot having such size, shape, dimensions, buttings and boundings as reference to the aforesaid plat will more fully and at large appear. said plat recorded at Book EB-271 R.M.C. Office for Charleston County.

BEING a portion of the same property conveyed to Cooper Judge by deed of Sarah E. Grimball dated January 19, 1888, and recorded in the RMC Office for Charleston County on May 16, 1889, in Deed Book W-20, at page 137. Also being a portion of the same premises partitioned by Orders of the Master-in-Equity for Charleston County under Case No. 93-CP-10-4771.

TMS# 427-0000-081

TOGETHER with all and singular the hereditaments, rights, members, and appurtenances whatsoever

Grantees Address
1510 Grimball Rd Ext.
Charleston, SC 29412

RECORDED
AUG 16 2016

SC Court of Records

to the said property belonging or in any wise incident or appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also any estate, right, title, interest, dower, possession, benefit, claim, or demand therein whatsoever of all parties to the said suit and of all other persons who might rightfully claim the same or any part thereof, by, from, or under them, or either of them;

TO HAVE AND TO HOLD the said property, with its hereditaments, privileges, and appurtenances, unto the said grantee, his/her/its/their heirs/successors and assigns for their own use, benefit, and behoof, forever.

IN WITNESS WHEREOF, I, the undersigned, as Master in Equity for Charleston County, under and by virtue of the said order(s), have hereunto set my Hand and Seal the 23rd day of February, in the year of our Lord one thousand nine hundred ninety-six, and in the two hundred and twentieth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED, AND DELIVERED)
in the Presence of)

James B. Hendricks

Witness

Mary B. Johnson

Witness



Roger M. Young, Master in Equity for
Charleston County (L.S.)

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

I, Mary B. Johnson, do hereby certify that Roger M. Young, as Master in Equity for Charleston County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 23rd day of February, 1996.

Mary B. Johnson
Notary Public for South Carolina
My commission expires: September 21, 1999

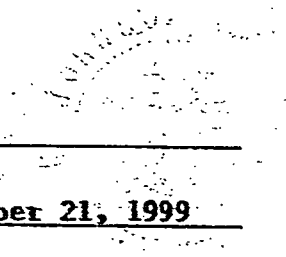


Exhibit "5"



BP0302074

RMC BK 0302 Pg 074 : pg 1 *

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

MASTER IN EQUITY'S DEED
OF FORECLOSURE

I, Mikell R. Scarborough, as Master in Equity for Charleston County, in the said State, send greetings:

WHEREAS, in an action in the Court of Common Pleas in Charleston County between JPMorgan Chase Bank, National Association, as Plaintiff and Julia Mae White a/k/a Julia M. White Bowman, as Defendant(s), by an Order dated on October 30, 2012, it was decreed that the property hereinafter described should be sold by the Master in Equity for Charleston County on the terms and for the purposes mentioned in the Order(s) granted in the case (see Case No. 2011-CP-10-296),

NOW THEREFORE KNOW ALL MEN, that I, the undersigned, as Master in Equity for Charleston County, pursuant to the foregoing and in consideration of the sum of thirty thousand and 00/100 (\$30,000.00) as paid by the hereinafter named grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant and release the following described property unto the grantee: **JPMorgan Chase Bank, National Association, 3415 Vision Drive, Columbus, OH 43219:**

All that certain piece, parcel and lot of land, situate, lying and being on James Island, County of Charleston, State of South Carolina known and designated as Lot 3, as shown and designated on that certain plat entitled "PLAT SHOWING THE SUBDIVISION OF A 16.384 ACRE TRACT OF LAND INTO LOTS 2 THRU 8, LOT 10 AND A NEW 50' RW, AND THE ABANDONMENT OF LOTS D, E AND F, AND EXISTING LOT 9, A 1.523 ACRE TRACT OF LAND, PROPERTY OF COOPER JUDGE ESTATE LOCATED IN THE TOWN OF JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA" and prepared by George A.Z. Johnson, Jr., Inc., and recorded in the RMC Office for Charleston County in Plat Book EB, page 271. Said lot having such size, shape, dimensions, buttings and boundings as reference to the aforesaid plat will more fully and at large appear.

This being the same property conveyed to Julia Mae White a/k/a Julia M. Judge Bowman by deed of Roger M. Young dated February 23, 1996 recorded August 19, 1996 in the Register of Deeds Office for Charleston County, South Carolina in Book C273 at Page 377.

Thereafter by the Estate of Julia Mae White Bowman (2009-ES-10-1070) a Deed of Distribution conveyed the property to Clorenda Mae White dated June 27, 2009 recorded March 1, 2010 in Book 0114 at Page 745

Thereafter, a Corrective Deed of Distribution conveyed the property to Clorenda Mae White, John Henry White, and Heirs of Anthony Franklin White, recorded November 3, 2010 in Book 0152 at Page 968, subsequently, upon information and belief, Anthony Franklin White died on May 10, 2009

Thereafter, a Corrective Deed of Distribution conveyed the property to Clorenda Mae White, subject to the provisions under the Last Will and Testament of Julia Mae White Bowman, dated October 18, 2010 recorded November 3, 2010 in Book 0152 at Page 963.

TMS No. 427-00-00-081

Return to Scott Law Firm, P.A., P.O. Box 2065, Columbia, SC 29202

Property address: 1510 Grimball Road Ext, Charleston, SC 29412

This property was sold subject to any past due or accruing property taxes, assessments, existing easements and restrictions of record and any other senior encumbrances.

TOGETHER with all and singular the hereditaments, rights, members, and appurtenances whatsoever to the said property belonging or in any wise incident or appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also any estate, right, title, interest, dower, possession, benefit, claim, or demand therein whatsoever of all parties to the said suit and of all other persons who might rightfully claim the same or any part thereof, by, from, or under them, or either of them;

TO HAVE AND TO HOLD the said property, with its hereditaments, privileges, and appurtenances, unto the said grantee, its successors and assigns for their own use, benefit, and behoof, forever.

IN WITNESS WHEREOF, I, the undersigned, as Master in Equity for Charleston County under and by virtue of the said Order(s), have hereunto set my Hand and Seal the 17th day of December, 2012.

SIGNED, SEALED AND DELIVERED
in the Presence of;

Jennette Weather
Jenny Farborough

Mikell R. Scarborough
Mikell R. Scarborough
As Master in Equity
for Charleston County

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY APPEARED the undersigned witness and made oath that she saw Mikell R. Scarborough, as Master in Equity for Charleston County, sign, seal, and deliver the within Deed; and that deponent together with the other witness signed their names as witnesses thereto.

Jennette Weather

SWORN to before me this
17th day of December, 2012.
Cindy Farborough
Notary Public for South Carolina
My Commission Expires: 3.14.2021

Exhibit "K"
12-20-2010
11:14am

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Chase Home Finance LLC,

PLAINTIFF,

VS.

Julia Mae White a/k/a Julia M. White a/k/a
Julia M. White Bowman a/k/a Julia M. Judge
Bowman

DEFENDANT(S).

(101003.00168)

IN THE COURT OF COMMON PLEAS

~~2010-LP-10-394~~

2011-CP-10-296

LIS PENDENS

RY
JULIE J. ARMSTRONG
CLERK OF COURT
2010 DEC 20 AM 11:10

FILED

10-21-20

NOTICE IS HEREBY GIVEN that an action has been commenced by the Plaintiff above named against the Defendants above named for the foreclosure of a certain mortgage given by Julia Mae White a/k/a Julia M. White Bowman to A&M Mortgage Corporation, dated November 13, 1997, recorded November 25, 1997, in the office of the Clerk of Court/Register of Deeds for Charleston County, in Book N293, at Page 281; subsequently, the Note and Mortgage were assigned to EMMCO The Mortgage Service Station, Inc. by an assignment instrument dated November 13, 1997 recorded November 25, 1997 in Book N292 at Page 492. Thereafter, the Note and Mortgage were assigned to Chase Home Finance LLC

The description of the premises as contained in said mortgage is as follows:

All that certain piece, parcel and lot of land, situate, lying and being on James Island, County of Charleston, State of South Carolina known and designated as Lot 3, as shown and designated on that certain plat entitled "PLAT SHOWING THE SUBDIVISION OF A 16.384 ACRE TRACT OF LAND INTO LOTS 2 THRU 8, LOT 10 AND A NEW 50' RAW, AND THE ABANDONMENT OF LOTS D, E AND F, AND EXISTING LOT 9, A 1.523 ACRE TRACT OF LAND, PROPERTY OF COOPER JUDGE ESTATE LOCATED IN THE TOWN OF JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA" and prepared by George A.Z. Johnson, Jr., Inc., and recorded in the RMC Office for Charleston County in Plat Book EB, page 271. Said lot having such size, shape, dimensions, buttings and boundings as reference to the aforesaid plat will more fully and at large appear.

This being the same property conveyed to Julia Mae White a/k/a Julia M. Judge Bowman by deed of Roger M. Young dated February 23, 1996 recorded August 16, 1996 in the Register of Deeds Office for Charleston County, South Carolina in Book C273 at Page 377.

TMS No. 427-00-00-081

Exhibit "L"
"C-D"

RECORDER'S PAGE



NOTE: This page MUST remain with the original document

RECORDED		
Date:	March 31, 2010	
Time:	9:51:17 AM	
<u>Book</u>	<u>Page</u>	<u>DocType</u>
0114	745	Deed/Dist
Charlie Lybrand, Register Charleston County, SC		

RMC BK 0114 Pg 745 : pg 4 *

Filed By:

ARTHUR C. MCFARLAND
P.O. BOX 80609
CHARLESTON SC 29416

MAKER:

BOWMAN JULIA M W EST

RECIPIENT:

WHITE CLORENDAM

Note:

Original Book:

Original Page:

of Pages:

Recording Fee	\$ 10.00
State Fee	<EXEMPT>
County Fee	<EXEMPT>
Extra Pages	\$ -
Postage	\$ -
Chattel	\$ -
TOTAL	\$ 10.00

DRAWER
CLERK

AUDITOR STAMP HERE
RECEIVED FROM RMC

APR 1 2010

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

PID VERIFIED BY ASSESSOR
REP MKI
DATE 4/1/10

35



0114
Book



745
Page



03/31/2010
Recorded Date



4
Pgs



Original Book



Original Page



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Doc Type



09:51:17
Recorded Time



BP0152963

RMC BK 0152 Pg 963 : pg 1 *

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE MATTER OF JULIA MAE WHITE BOWMAN

CASE NUMBER 2009-ES-10-1070

CORRECTIVE DEED OF DISTRIBUTION (Book 0114 Page 745)
(Title Not Examined)

WHEREAS, the decedent died on the 27th day of June, 2009; and

WHEREAS, the estate of the decedent is being administered in the Probate Court for Charleston County, South Carolina in File No.: 2009-ES-10-1070; and

WHEREAS, the grantees herein are either beneficiaries or heirs at law, as appropriate, of the decedent; and

WHEREAS, the undersigned Personal Representative is the duly appointed qualified fiduciary in this matter; and

NOW THEREFORE, in accordance with the laws of State of South Carolina, the Personal Representative has granted bargained, sold and released, and by these Presents does grant, bargain, sell and release to **CLORENDA MAE WHITE**, subject to the provisions under the **Last Will and Testament of Julia Mae White Bowman** filed in Charleston County Probate Court, her heirs and assigns in the following described property:

ALL that certain piece, parcel and lot of land, situate, lying and being on James Island, County of Charleston, State of South Carolina, known and designated as Lot 3-B, as shown and designated on that certain plat entitled "PLAT SHOWING THE SUBDIVISION OF LOT 3 A 1.891 ACRE TRACT OF LAND INTO LOTS 3A, 3B, 3C OWNED BY JULIA BOWMAN LOCATED IN TOWN OF JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA," and prepared by George A.Z. Johnson, Jr., Inc. dated December 1, 2003 and revised January 23, 2004. Said lot having such size, shape, dimensions, butting and boundings as reference to the aforesaid plat will more fully and at large appear. Said plat recorded at Book DE-16 in the R.M.C. Office for Charleston County.

Being a portion of the property conveyed to Julia Mae White a/k/a Julia M. Judge Bowman by Master's Deed of Roger M. Young, Master in Equity for Charleston County dated February 23, 1996 and recorded August 19, 1996 in Charleston County RMC Office in Book C 273 at page 377.

TMS# 427-00-00-112

Grantee's Address: 4307 Bream Road, Apt. 39
Charleston, South Carolina 29418

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred BY ESTATE OF JULIA MAE WHITE BOWMAN
TO CLORENDA MAE WHITE, subject to the provisions under the Last Will and Testament of Julia Mae White Bowman filed in Charleston County Probate Court
3. Check one of the following: **The DEED is**
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (c) X EXEMPT from the deed recording fee because (exemption # 1)
(Explanation If required) TRANSFER BETWEEN FAMILY MEMBERS
(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$
 - (b) _____ The fee is computed on the fair market value of the realty which is \$
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$
5. Check YES__ or NO__ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$
6. The DEED Recording Fee is computed as follows:
 - (a) _____ the amount listed in item 4 above
 - (b) _____ the amount listed in item 5 above (no amount place zero)
 - (c) _____ Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney
8. Check if Property other than Real Property is being transferred on this Deed.
 - (a) _____ Mobile Home
 - (b) _____ Other
9. DEED OF DISTRIBUTION- ATTORNEY'S AFFIDAVIT: Julia Mae White Bowman deceased CASE NUMBER 09-ES-10-1070. Personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in the State of South Carolina; that (s)he has prepared the Deed of Distribution for the Personal Representative in the Estate of Julia Mae White Bowman deceased and that the grantee(s) therein are correct and conform to the estate file for the above named decedent.
10. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Arthur C. McFarland
Attorney that prepared this form

SWORN to before me this 18th
day of October 20 10

Sharon J. Grant
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 2-10-2019

Arthur C. McFarland
Print or Type Name here

RECORDER'S PAGE

NOTE: This page MUST remain with the original document



Filed By:

ARTHUR C. MCFARLAND
 P.O. BOX 80609
 CHARLESTON SC 29416

RECORDED		
Date:	November 3, 2010	
Time:	10:26:09 AM	
<u>Book</u>	<u>Page</u>	<u>DocType</u>
0152	968	Corr/Deed/Dist
Charlie Lybrand, Register Charleston County, SC		

RMC BK 0152 Pg 968 : pg 4 *

MAKER:

BOWMAN JULIA MAE WEST

of Pages: 4

RECIPIENT:

WHITE CLORENDA MAE ETAL

Note:

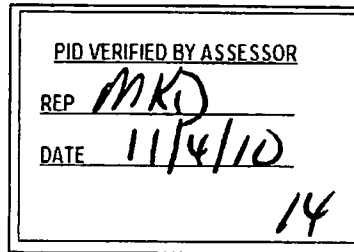
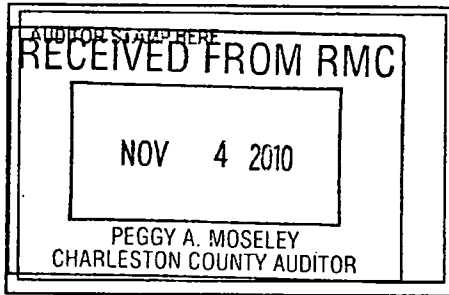
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County Fee	<EXEMPT>
Extra Pages	\$ -
Postage	\$ -
Chattel	\$ -
TOTAL	\$ 10.00

Original Book:

0114

Original Page:

745



DRAWER Drawer 3
 CLERK ECP



0152
Book



968
Page



11/03/2010
Recorded Date



4
Pgs



0114
Original Book



745
Original Page



D
Doc Type



10:26:09
Recorded Time

10-08-10



RMC BK 0152 Pg 968 : pg 1 *

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE MATTER OF JULIA MAE WHITE BOWMAN
CASE NUMBER 2009-ES-10-1070

CORRECTIVE DEED OF DISTRIBUTION (Book 0114 Page 745)
(Title Not Examined)

WHEREAS, the decedent died on the 27th day of June, 2009; and
WHEREAS, the estate of the decedent is being administered in the Probate Court for Charleston County, South Carolina in File No.: 2009-ES-10-1070; and
WHEREAS, the grantees herein are either beneficiaries or heirs at law, as appropriate, of the decedent; and
WHEREAS, the undersigned Personal Representative is the duly appointed qualified fiduciary in this matter; and

NOW THEREFORE, in accordance with the laws of State of South Carolina, the Personal Representative has granted bargained, sold and released, and by these Presents does grant, bargain, sell and release to **CLORENDA MAE WHITE, JOHN HENRY WHITE and HEIRS OF ANTHONY FRANKLIN WHITE**, their heirs and assigns in the following described property:

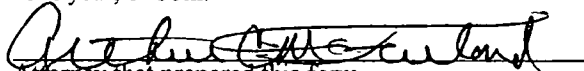
ALL that certain piece, parcel and lot of land, situate, lying and being on James Island, County of Charleston, State of South Carolina, known and designated as Lot 3-A and 3-C, as shown and designated on that certain plat entitled "PLAT SHOWING THE SUBDIVISION OF LOT 3 A 1.891 ACRE TRACT OF LAND INTO LOTS 3A, 3B, 3C OWNED BY JULIA BOWMAN LOCATED IN TOWN OF JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA," and prepared by George A.Z. Johnson, Jr., Inc. dated December 1, 2003 and revised January 23, 2004. Said lot having such size, shape, dimensions, butting and boundings as reference to the aforesaid plat will more fully and at large appear. Said plat recorded at Book DE-16 in the R.M.C. Office for Charleston County.

Being the same property conveyed to Julia Mae White a/k/a Julia M. Judge Bowman by Master's Deed of Roger M. Young, Master in Equity for Charleston County dated February 23, 1996 and recorded August 19, 1996 in Charleston County RMC Office in Book C 273 at page 377.

TMS Nos. 427-00-00-081 (Lot 3-A)
427-00-00-113 (Lot 3-C)

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred BY ESTATE OF JULIA MAE WHITE BOWMAN
TO CLORENDIA MAE WHITE, JOHN HENRY WHITE and HEIRS OF ANTHONY FRANKLIN WHITE
3. Check one of the following: **The DEED is**
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (c) X EXEMPT from the deed recording fee because (exemption # 1)
(Explanation If required) TRANSFER BETWEEN FAMILY MEMBERS
(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$
 - (b) _____ The fee is computed on the fair market value of the realty which is \$
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$
5. Check YES__ or NO__ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$
6. The DEED Recording Fee is computed as follows:
 - (a) _____ the amount listed in item 4 above
 - (b) _____ the amount listed in item 5 above (no amount place zero)
 - (c) _____ Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney
8. Check if Property other than Real Property is being transferred on this Deed.
 - (a) _____ Mobile Home
 - (b) _____ Other
9. **DEED OF DISTRIBUTION- ATTORNEY'S AFFIDAVIT:** Julia Mae White Bowman deceased CASE NUMBER 09-ES-10-1070. Personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in the State of South Carolina; that (s)he has prepared the Deed of Distribution for the Personal Representative in the Estate of Julia Mae White Bowman deceased and that the grantee(s) therein are correct and conform to the estate file for the above named decedent.
10. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


Attorney that prepared this form

SWORN to before me this 18th
day of October 2010


NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 2-10-2011

Arthur C. McFarland

Print or Type Name here

Exist 971

F26-01447

Recording Requested By
CHASE HOME FINANCE LLC

BAH 580P6251

When Recorded Return To

Daisy Castillano
CHASE HOME FINANCE LLC
10790 Rancho Bernardo Rd
San Diego, CA 92127

CORPORATE ASSIGNMENT OF MORTGAGE

Charleston, South Carolina
SELLER'S SERVICING # 10286805 "WHITE"
SELLER'S LENDER ID# 189

Date of Assignment March 27th, 2006
Assignor DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE F/K/A BANKERS TRUST COMPANY OF CALIFORNIA, N A AS CUSTODIAN OR TRUSTEE BY CHASE HOME FINANCE LLC, SUCCESSOR BY MERGER WITH CHASE MANHATTAN MORTGAGE CORPORATION, ATTORNEY IN FACT at 10790 RANCHO BERNARDO RD, DEPT 410, SAN DIEGO, CA 92127
Assignee CHASE HOME FINANCE LLC at 10790 RANCHO BERNARDO RD, SAN DIEGO, CA 92127

Executed By JULIA MAE WHITE A/K/A JULIA M WHITE BOWMAN To A & M MORTGAGE CORPORATION
Date of Mortgage 11/13/1997 Recorded 11/25/1997 in Book/Reel/Liber N 293 Page/Folio 281 as Instrument No N/A In Charleston, South Carolina

Property Address 1510 GRIMBALL RD EXT, CHARLESTON, SC 29412

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of TEN and NO/100ths DOLLARS and other good and valuable consideration, paid to the above named Assignor, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage together with the Note or other evidence of indebtedness (the "Note"), said Note having an original principal sum of \$36,800 00 with interest, secured thereby, together with all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's beneficial interest under the Mortgage

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


DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE F/K/A BANKERS TRUST COMPANY OF CALIFORNIA, N A AS CUSTODIAN OR TRUSTEE BY CHASE HOME FINANCE LLC, SUCCESSOR BY MERGER WITH CHASE MANHATTAN MORTGAGE CORPORATION, ATTORNEY IN FACT POA 06/12/2001 in Book/Reel/Liber C 374 Page/Folio 306
On March 27th, 2006

By 
ALEXA DEL PILAR, Assistant Secretary

WITNESS


REESE CHAN

WITNESS


CATHERINE BUASI

STATE OF California
COUNTY OF San Diego

ON March 27th, 2006, before me, JOSEPHINE CORRINE RAMIREZ, a Notary Public, personally appeared ALEXA DEL PILAR, Assistant Secretary, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal,


JOSEPHINE CORRINE RAMIREZ
Notary Expires 06/25/2006 #1362502



(This area for notarial seal)