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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHESTER COUNTY
Court of Common Pleas

J. Mark Hayes, II, Circuit Judge

Appellate Case No. 2024-000372

Wilmington Savings Fund Society FSB as Trustee of Stanwich Mortgage Loan Trust
I,.....Respondent,

v.

Ebonee D. Brown; Georgia M. Brown; South Carolina Department of Motor
Vehicles,.....Defendants,

of whom Ebonee D. Brown and Georgia M. Brown are theAppellants.

RECORD ON APPEAL

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INDEX TO RECORD ON APPEAL

Order granting summary judgment and for reference.....	1
Order denying motion to reconsider	7
Summons and complaint.....	11
Answer and counterclaim	20
Response to answer and counterclaim	29
Motion for summary judgment	33
Exhibit A - note.....	44
Exhibit A (cont'd) - assignments	46
Exhibit B – Order of judgment in Case No. 2009-CP-12-0237.....	54
Exhibit C - letter.....	68
Exhibit D – affidavits of service	70
Exhibit E – affidavit of indebtedness.....	72
Exhibit 1 - note.....	75
Exhibit 3 – Carrington records.....	77
Exhibit A – mortgage and assignments	79
Motion to strike jury demand.....	117
Motion to reconsider	120
Transcript of hearing.....	123
Memorandum in opposition to motions to strike and for summary judgment	141
Memorandum in opposition to motion to reconsider.....	149
Record of hearing in Case No. 2009-CP-12-0237, with exhibits	154
Certificate of counsel	203

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS
CASE NO.: 2022-CP-12-00389

Wilmington Savings Fund Society FSB as
Trustee of Stanwich Mortgage Loan Trust I,

Plaintiff,

v.

Ebonee D. Brown; Georgia M. Brown; South
Carolina Department of Motor Vehicles,

Defendants.

**ORDER GRANTING
SUMMARY JUDGMENT AND
FOR REFERENCE**

This matter came before the Court for hearing on November 15, 2023, on the Plaintiff's Motion for Summary Judgment and Motion to Strike Jury Demand. Plaintiff Wilmington Savings Fund Society FSB as Trustee of Stanwich Mortgage Loan Trust I, ("Plaintiff"), filed this action against the Defendants, Ebonee D. Brown and Georgia Brown, ("Defendants"), and the South Carolina Department of Motor Vehicles seeking foreclosure. Defendants timely responded to the Complaint, which included counterclaims alleging Conversion, Violation of the Fair Debt Collections Practices Act, and Unfair Trade Practices, as well as affirmative defenses. Appearing at the hearing was counsel for Plaintiff and the Defendants respectively. After considering the pleadings, the affidavit and exhibits attached to the motion, as well as arguments presented at the hearing, this Court finds that Plaintiff is entitled to foreclosure, that there are no genuine issues of material facts, and Plaintiff is entitled to judgment as a matter of law. Further, pursuant to Rule 53(b), SCRCF, because this is a foreclosure action, this Court refers the matter to W.L.D. Marion, acting as special referee for Chester County, South Carolina.

I. FINDINGS OF FACT

On or about August 31, 2006, Defendants executed and delivered to Primary Residential Mortgage Inc., a certain Promissory Note (the "Note"), wherein the Defendants promised to pay

to Primary Residential Mortgage Inc., the principal sum of \$103,377.00, together with interest at the rate of 6.5% per annum on the unpaid principal balance; said principal and interest being payable in monthly installments thereafter until the Note is paid in full. In order to better secure the payment of the Note, the Defendants on the same date, delivered to Mortgage Electronic Registration Systems, Inc., as nominee for Primary Residential Mortgage Inc., its successors and assigns, a certain first Mortgage, (the "Mortgage"), covering the Property, which is located in Chester County and is described as follows:

All that certain piece, parcel, or lot of land lying, being, and situate in the State of South Carolina, County of Chester, with all improvements thereon, known as a portion of Tract Seventeen (17), being 2.218 acres, more or less, as shown on a Plat of Survey for Ebonee Dee Brown drawn by Hipp Land Surveying, dated January 24, 2005, and recorded in Plat Cabinet D, Slide 86, Page 8-B, in the Office of the Clerk of Court for Chester County, South Carolina, which plat is hereby incorporated herein as part of this description and made a part hereof for a more accurate depiction of metes, bounds, courses, and distances.

DERIVATION: This being the identical property conveyed to Ebonee. D. Brown by deed from Georgia M. Brown dated June 2, 2006 and recorded June 20, 2006, in Book 918 at Page 230 in the Office of the Clerk of Court for Chester County, South Carolina. Ebonee D. Brown then conveyed a 1/2 interest in this property to Georgia M Brown by deed recorded 09/14/2006 in Book 924, Page 210.

Also, a 2006 Clayton Oxford Mobile Home Serial Number OHCO17718NCAB

Property Address: 1167 Goldmine Road Chester, South Carolina 29706

TMS#: 058-00-00199-000

Said Note and Mortgage were the subject of a prior foreclosure action, *WVMF Funding, LLC, v. Brown, et al.*, CA No. 2009-CP-12-00237. The Order of Judgment in the previous matter, entered on December 31, 2019, provided the Defendants were to make certain payments on a schedule, the last of which in the amount of \$15,631.40, was due on or after August 1, 2020. Thereafter, by an Assignment of Mortgage dated August 25, 2021, WVMF Funding LLC, assigned the Mortgage to Wilmington Savings Fund Society, FSB as Trustee of Stanwich Mortgage Loan

Trust I. Said assignment was recorded in the Office of the Register of Deeds for Chester County on September 7, 2021, in Book MB Volume 1876, Page 11.

I find that Plaintiff is the holder of the Note and Mortgage, is the real party in interest herein, and is entitled to enforce the terms of the Note and Mortgage. I find that Defendants breached their obligations under the terms of the Order entered December 31, 2019, by failure to make the required payment due on August 1, 2020. Notice of the Default, which provided an opportunity to cure along with a notice of acceleration, was mailed to Defendants on or about October 7, 2021.

The Mortgage included reference to a 2006 Clayton Oxford Mobile Home Serial Number OHCO17718NCAB, which mobile home is located and situate on the Property. A Manufactured Home Rider to Security Instrument affixed to and part of the Mortgage specifically identified said mobile home. I find that the parties intended for the mobile home to be deemed a permanent improvement on the property and subject to the lien of the Mortgage. I further find that Plaintiff is entitled to proceeds from the sale of the mobile home together with the real property by the special referee.

II. CONCLUSIONS OF LAW

Summary Judgment is appropriate when it is clear from the record that there is no genuine issue of material fact, and the moving party is entitled to judgment as a matter of law. Silvester v. Spring Valley Country Club, 344 S.C. 280, 285, 543 S.E.2nd 563, 566 (Ct. App. 2001); Hedgepath v. A.T. & T., 348 S.C. 340, 559 S.E.2nd 327 (Ct. App. 2001).

Under Rule 56 (c), SCRCP, the party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact. Baughman v. American Tel. and Tel. Co., 410 S.E.2d 537 (S.C. 1991). With respect to an issue upon which the nonmoving party

has the burden of proof, this initial responsibility may be discharged by pointing out to the trial court that there is an absence of evidence to support the nonmoving party's case. Id. (citing Celotex Corp. v. Catrett, 477 U.S. 317 (1986)). Once the moving party carries its initial burden, the "opposing party must, under Rule 56(e), 'do more than simply show that there is some metaphysical doubt as to the material facts' but 'must come forward with specific facts showing that there is a genuine issue for trial.'" Id. (quoting Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 586-87 (1986)). The party opposing summary judgment cannot simply rest on mere allegations or denials contained in the pleadings. George v. Empire Fire & Marine Ins. Co., 545 S.E.2d 500 (S.C. 2001). Unsupported allegations or assertions will not withstand a motion for summary judgment. Defendants hold the obligation of setting forth specific facts showing that there is a genuine issue for trial. Main v. Corley, 182 S.C. 525, 316 S.E.2d. 406 (S.C. 1984).

Defendants did not provide the Court with any opposing affidavit to show that an issue of fact exists. Defendant is prevented from resting on general denials; therefore, the Court is entitled to treat the allegations set forth in Plaintiff's affidavit as uncontested facts. Defendants further failed to provide any colorable basis for the affirmative defenses set forth in the Answer.

I therefore find that Plaintiff is entitled to judgment of foreclosure of the aforesaid Mortgage as a matter of law, in an amount to be determined by hearing of the special referee. I further find that the mobile home identified as 2006 Clayton Oxford Mobile Home Serial Number OHCO17718NCAB, which mobile home is located and situate on the Property, is a permanent improvement to the Property, to be sold at foreclosure sale.

I further find that Plaintiff is entitled to judgment as a matter of law as to Defendants' counterclaims. Therefore, Plaintiff's Motion to Strike Jury Demand is moot.

I further find that this is a proper matter to refer to W.L.D. Marion, as Special Referee for Chester County, South Carolina, pursuant to Rule 53(b).

IT IS THEREFORE ORDERED that the Plaintiff's Motion for Summary Judgment is GRANTED, and it is further

ORDERED the above entitled cause be, and the same is hereby, referred to W.L.D. Marion, as Special Referee for Chester County to make appropriate findings of fact and conclusions of law with authority to dispose of any and all issues and enter a final judgment in the cause, without further order of the court, to order a judicial sale on any day, not just a regular judicial sales day and to hear any issues and make any orders after sale or judgment, including but not limited to, issues involving surplus funds pursuant to Rule 71(c), SCRCF, Petitions or Motions relating to Writ of Assistance or any other actions as to possession, and/or removal of property, and issues pursuant to appraisal proceedings under S.C. Code Ann. Section 29-3-680, et seq. (1976 SC Code of Laws, as amended). Any appeal from the final judgment in this cause shall be to the Supreme Court of South Carolina or the South Carolina Court of Appeals.

Signature page to follow.



Chester Common Pleas

Case Caption: Wilmington Savings Fund Society, Fsb, As Trustee Of Stanwich ,
plaintiff, et al VS Ebonee D. Brown , defendant, et al
Case Number: 2022CP1200389
Type: Order/Summary Judgment

IT IS SO ORDERED

s/ J. Mark Hayes, II #2132

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STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS
CASE NO.: 2022-CP-12-00389

Wilmington Savings Fund Society FSB as
Trustee of Stanwich Mortgage Loan Trust I,

ORDER

Plaintiff,

v.

Ebonee D. Brown; Georgia M. Brown; South
Carolina Department of Motor Vehicles,

Defendants.

Having found Plaintiff, Wilmington Savings Fund Society FSB as Trustee of Stanwich Mortgage Loan Trust I, (“Plaintiff”), entitled to judgment as a matter of law, this Court entered an Order Granting Summary Judgment and for Reference on January 11, 2024. Thereafter, Defendants Ebonee D. Brown and Georgia M. Brown, (“Defendants”), timely filed a Motion to Reconsider pursuant to Rule 59(e). After considering the Motion, Plaintiff’s Memorandum in Opposition, and the pleadings of record, Plaintiff’s Motion to Reconsider is denied.

Defendants’ motion is brought pursuant to Rule 59(e), SCRCPP. “A motion under Rule 59(e) long has been viewed as ‘motion for reconsideration’ despite the absence of those words from the rule. Consequently, a party usually is allowed to ask the court to reconsider its decision even if it means rehashing all or part of an argument previously presented.” *Elam v. South Carolina Department of Transportation*, 361 S.C. 9, 21, 602 S.E.2d 772 (2004). “[SCRCPP] Rule 59 is substantially the Federal Rule.” Rule 59, SCRCPP, *Note*. “A Rule 59(e) motion is discretionary. It need not be granted unless the [trial] court finds that there has been an intervening change of controlling law, that new evidence has become available, or that there is a need to correct a clear error or prevent manifest injustice.” *Robinson v. Wix Filtration Corp. LLC*, 599 F.3d 403, 411 (4th Cir. 2010) citing *Ingle ex rel. Estate of Ingle v. Yelton*, 439 F.3d 191, 197 (4th Cir.2006).

In the instant case, there has been no change in controlling law, nor have Defendants proffered any new evidence. Instead, Defendants rely upon the prior pleadings and argument at hearing, which this Court did not find persuasive or sufficient. “The judgment sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” Rule 56(c), SCRCF. *See also Wells v. City of Lynchburg*, 331 S.C. 296, 301, 501 S.E.2d 746, 749 (Ct.App.1998); *Tupper v. Dorchester County*, 326 S.C. 318, 325, 487 S.E.2d 187, 191 (1997).

Once the moving party carries its initial burden, the party opposing summary judgment cannot simply rest on mere allegations or denials contained in the pleadings. *George v. Empire Fire & Marine Ins. Co.*, 545 S.E.2d 500 (2001). “When a motion for summary judgment is made and supported as provided in this rule, an adverse party may not rest upon the mere allegations or denials of his pleading, but his response, by affidavits or as otherwise provided in this rule, must set forth specific facts showing that there is a genuine issue for trial. If he does not so respond, summary judgment, if appropriate, shall be entered against him.” Rule 56(e), SCRCF. Unsupported allegations or assertions will not withstand a motion for summary judgment. “The adverse party’s response, including affidavits or as otherwise provided by the rule, must set forth specific facts showing there is a genuine issue for trial.” *SSI Medical Services, Inc. v. Cox*, 301 S.C. 493, 497 (1990).

Defendants Ebonee and Georgia Brown have not demonstrated that the Court erred in granting Plaintiff’s Motion for Summary Judgment, and the matters raised in Defendants’ Motion have been fully considered and previously heard by this Court.

IT IS THEREFORE ORDERED that the Defendant's Motion to Reconsider pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure is DENIED.

Signature page to follow.



Chester Common Pleas

Case Caption: Wilmington Savings Fund Society, Fsb, As Trustee Of Stanwich ,
plaintiff, et al VS Ebonee D. Brown , defendant, et al
Case Number: 2022CP1200389
Type: Order/Amend

IT IS SO ORDERED

s/ J. Mark Hayes, II #2132

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STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS
CASE NO.: 2022-CP-12_____

Wilmington Savings Fund Society,
FSB, as Trustee of Stanwich
Mortgage Loan Trust I,
Plaintiff,

SUMMONS
Foreclosure
Deficiency Judgment Waived

v.

Ebonee D. Brown; Georgia M. Brown,
South Carolina Department of Motor
Vehicles,
Defendant(s).

(Non-Jury)
Declaratory Judgment that
Mobile/Manufactured Home is subject to the
Lien of Plaintiff's Mortgage, Possession of
Mobile/Manufactured Home and
Foreclosure of Mortgage

TO THE DEFENDANTS NAMED ABOVE:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the Complaint upon the persons whose names are subscribed below, at 3550 Engineering Drive, Suite 260, Peachtree Corners, GA 30092, within thirty (30) days (except the United States of America, or any Agency or Department thereof, shall Answer the Complaint in this action within sixty (60) days) after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that the undersigned attorneys, on behalf of the Plaintiff herein, will seek an Order of Reference to the Master in Equity for Chester County, South Carolina, with final appeal to the South Carolina Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules, pursuant to Rule 53 of the *South Carolina Rules of Civil Procedure*.

To minors over fourteen (14) years of age, and/or to minors under fourteen (14) years of age and the person(s) with whom the minors reside, and/or to person(s) under some legal disability: YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a *guardian ad litem* within thirty (30) days after the service of this Summons upon you. If you fail to do so, application for such appointment will be made by McMichael Taylor Gray, LLC.

YOU WILL ALSO TAKE NOTICE that, under the provisions of Section 29-3-100 of the South Carolina Code of Laws, effective June 16, 1993, any collateral assignments of rents contained in the Mortgage are perfected and the Plaintiff hereby gives notice that all rents shall be payable directly to it by delivery to its undersigned attorneys from the date of default. In the alternative, McMichael Taylor Gray, LLC, will move before a judge of this Circuit on the 10th day of service hereof, or as soon thereafter as counsel may be heard, for an Order enforcing the assignment of rents, if any, and compelling payment of all rents covered by such assignment directly to the Plaintiff, which motion is to be based upon the original Note and Mortgage, and the Complaint attached hereto.

Dated: **September 2, 2022**

By: s/ January N. Taylor
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STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS
CASE NO.: 2022-CP-12_____

Wilmington Savings Fund Society, FSB, as
Trustee of Stanwich Mortgage Loan Trust I,
Plaintiff,

COMPLAINT

Deficiency Judgment Waived

v.

Ebonee D. Brown; Georgia M. Brown, South
Carolina Department of Motor Vehicles,
Defendant(s).

(Non-Jury)
Declaratory Judgment that
Mobile/Manufactured Home is subject to
the Lien of Plaintiff's Mortgage,
Possession of Mobile/Manufactured Home
and
Foreclosure of Mortgage

The Plaintiff, complaining of the Defendant(s), alleges that:

1. Pursuant to S.C. Code Section 33-15-101(b)(8), Plaintiff is a corporation or other legal entity collecting debts and/or enforcing mortgages, security interests or other rights in property securing debts.
2. Upon information and belief, the Defendant, Ebonee D. Brown, is a resident and citizen of the County of Chester, State of South Carolina.
3. Upon information and belief, the Defendant, Georgia M. Brown, is a resident and citizen of the County of Chester, State of South Carolina.
4. The Defendant South Carolina Department of Motor Vehicles is an Agency of the State Government of South Carolina.
5. Any Defendant(s) herein described as judgment creditors, by filing of said judgments, have designated their attorney entering the judgment as their agent for service of process under the provisions of §15-35-840 of the South Carolina Code of Laws (1976 as amended).
6. The real property (the "Property") that is the subject of this action and is hereinafter described is situated and located in the County of Chester, State of South Carolina.
7. This Court has jurisdiction over the subject matter and the parties of this action.
8. Heretofore, on or about August 31, 2006 the Defendant(s) Ebonee D. Brown and Georgia M. Brown, for valuable consideration, made, executed, and delivered to Primary Residential Mortgage Inc., a certain Promissory Note (the "Note") in writing, wherein and whereby the

Defendants Ebonee Brown and Georgia Brown promised to pay to Primary Residential Mortgage Inc., the principal sum of \$103,377.00, together with interest at the rate of 6.5% per annum on the unpaid principal balance; said principal and interest being payable in monthly installments thereafter until the Note is paid in full.

9. In order to better secure the payment of the Note, the Defendant(s) Ebonee D. Brown and Georgia M. Brown, for valuable consideration, did, on the same date, to wit, August 31, 2006, make, execute, and deliver to Mortgage Electronic Registration Systems, Inc., as nominee for Primary Residential Mortgage Inc., its successors and assigns, a certain first Mortgage (the "Mortgage"), covering the Property, which is located in the County and State aforesaid and is described as follows:

All that certain piece, parcel, or lot of land lying, being, and situate in the State of South Carolina, County of Chester, with all improvements thereon, known as a portion of Tract Seventeen (17), being 2.218 acres, more or less, as shown on a Plat of Survey for Ebonee Dee Brown drawn by Hipp Land Surveying, dated January 24, 2005, and recorded in Plat Cabinet D, Slide 86, Page 8-B, in the Office of the Clerk of Court for Chester County, South Carolina, which plat is hereby incorporated herein as part of this description and made a part hereof for a more accurate depiction of metes, bounds, courses, and distances.

DERIVATION: This being the identical property conveyed to Ebonee D. Brown by deed from Georgia M. Brown dated June 2, 2006 and recorded June 20, 2006, in Book 918 at Page 230 in the Office of the Clerk of Court for Chester County, South Carolina. Ebonee D. Brown then conveyed a 1/2 interest in this property to Georgia M Brown by deed recorded 09/14/2006 in Book 924, Page 210.

Also, a 2006 Clayton Oxford Mobile Home Serial Number OHCO17718NCAB

**Property Address: 1167 Goldmine Road Chester, South Carolina 29706
TMS#: 058-00-00199-000**

10. On September 14, 2006, the Mortgage was recorded in the Office of the Register of Deeds for Chester County in Book 01310, Page 00119.
11. By an Assignment of Mortgage dated April 15, 2009, Mortgage Electronic Registration Systems, Inc., as nominee for Primary Residential Mortgage Inc, its successors and assigns, assigned the Mortgage to GMAC Mortgage, LLC. Said assignment was recorded in the Office of the Register of Deeds for Chester County on May 19, 2009 in Book 1443, Page 221.
12. By an Assignment of Mortgage dated March 23, 2015, GMAC Mortgage, LLC assigned the

Mortgage to The Bank of New York Mellon Trust Company, NA as FHA Qualified Trustee for RESCAP Liquidating Trust. Said assignment was recorded in the Office of the Register of Deeds for Chester County on April 8, 2015 in Book 1629, Page 95.

13. By an Assignment of Mortgage dated May 25, 2017, The Bank of New York Mellon Trust Company, NA as FHA Qualified Trustee for RESCAP Liquidating Trust assigned the Mortgage to WVMF Funding, LLC. Said assignment was recorded in the Office of the Register of Deeds for Chester County on July 31, 2017 in Book 1706, Page 92.
14. By an Assignment of Mortgage dated October 5, 2017, The Bank of New York Mellon Trust Company, NA as FHA Qualified Trustee for RESCAP Liquidating Trust assigned the Mortgage to WVMF Funding, LLC. Said assignment was recorded in the Office of the Register of Deeds for Chester County on October 11, 2017 in Book 1713, Page 212.
15. By an Assignment of Mortgage dated August 25, 2021, WVMF Funding LLC, assigned the Mortgage to Wilmington Savings Fund Society, FSB as Trustee of Stanwich Mortgage Loan Trust I. Said assignment was recorded in the Office of the Register of Deeds for Chester County on September 7, 2021 in Book MB Volume 1876, Page 11.
16. Plaintiff is the holder of the Note and Mortgage.
17. The Plaintiff is informed and believes that the Mortgage constitutes a valid first mortgage lien on the Property.

First Cause of Action

(Declaratory Judgment that Mobile/Manufactured Home is Subject to the Lien of Plaintiff's Mortgage)

18. The Plaintiff repeats and incorporates the foregoing allegations as if fully set forth herein verbatim.
19. Upon information and belief, a Clayton Homes, Oxford Model, OHCO17718NCAB sits upon the real property described above. The Plaintiff is also informed and believes that the Defendant(s) Ebonee D. Brown and Georgia M. Brown, are presently in possession of the mobile/manufactured home and the Plaintiff is informed and believes it is entitled to possession and ownership of the mobile/manufactured home as a permanent fixture and/or improvement under the real estate mortgage of the Plaintiff as herein identified and the applicable common and statutory laws of South Carolina.

20. Upon information and belief, when Defendant(s) Ebonee D. Brown and Georgia M. Brown applied for a mortgage loan from Plaintiff or the Plaintiff's predecessor-in-interest, Defendant(s) Ebonee D. Brown and Georgia M. Brown represented that they owned or were purchasing all the property which is the subject of this litigation and that they were willing to execute a mortgage upon the entire property, that is the real property described herein and all improvements thereon, including the mobile/manufactured home to secure the mortgage loan.
21. In reliance upon representations of Defendant(s) Ebonee D. Brown and Georgia M. Brown, the property including the mobile/manufactured home, was appraised and, in reliance upon appraised value of the entire property, a mortgage loan was extended to Defendant(s) Ebonee D. Brown and Georgia M. Brown with the intent that the loan would be secured by a first mortgage loan upon real property described herein and all improvements thereon, including the mobile/manufactured home.
22. The relationship between Defendant(s) Ebonee D. Brown and Georgia M. Brown and Plaintiff or Plaintiff's predecessor in interest, borrower and lender respectively, are such that a reasonable person would expect Defendant(s) Ebonee D. Brown and Georgia M. Brown to mortgage all of the property, including the mobile/manufactured home in exchange for receiving the mortgage loan.
23. Because Defendant(s) Ebonee D. Brown and Georgia M. Brown and Plaintiff or Plaintiff's predecessor in interest, in furtherance of their relationship as borrower and lender, respectively, intended to for the mobile home/manufactured home to secure the mortgage loan, the Plaintiff is informed and believes that pursuant to S.C Code Ann. Section 15-53-20, et. Seq. it is entitled to a declaratory judgment that the mobile/manufactured home is an improvement to the property which is the subject of this action and that it is subject to the lien of the Plaintiff's mortgage.

Second Cause of Action

(Possession of that Mobile/Manufactured Home)

24. Plaintiff repeats and incorporates the foregoing allegations as if fully set forth herein verbatim.
25. Plaintiff is informed and believes the Mobile/Manufactured Home was intended to be included as part of the collateral for Plaintiff's Mortgage. The Title Number for this

manufactured/mobile home with the South Carolina Department of Motor Vehicles is OHCO17718NCAB.

26. Plaintiff is informed and believes that the aforesaid Mobile/Manufactured Home is in the possession of Mortgagor(s) and is presently located at 1167 Goldmine Rd Chester, SC 29706«property_address».
27. Since Plaintiff holds a security interest in the aforesaid Mobile/Manufactured Home by virtue of Note and Mortgage, Plaintiff may, in the event of default, declare the entire unpaid balance, plus interest and other sums payable by Defendant(s) Ebonee D. Brown and Georgia M. Brown to be immediately due and payable and may enter upon the Property or any other property where the aforesaid Mobile/Manufactured Home may be found and repossess and remove the aforesaid mobile/manufactured home.
28. By reason of the default of Defendant(s) Ebonee D. Brown and Georgia M. Brown, Plaintiff is entitled to possession of the aforesaid Mobile/Manufactured Home.
29. Upon information and belief, the aforesaid mobile/manufactured home has not been taken pursuant to any statute for any tax, assessment, or fine, and has not been seized under an execution or attachment against the aforesaid Mobile/Manufactured Home.
30. Plaintiff is informed and believes that it is entitled to an order of the Court allowing it to repossess the aforesaid mobile/manufactured home.
31. Plaintiff, pursuant to Title 36, Chapter 9, Section 601(a)(2) of the South Carolina Code, and any amendments thereto, elects to proceed as to both the personal property, i.e. aforesaid Mobile/Manufactured Home, and the Property, in accordance with its rights and remedies in respect to these properties, and to sell the personal property and the Property together.

Third Cause of Action

(Foreclosure)

32. The Plaintiff repeats and incorporates the foregoing allegations as if fully set forth herein.
33. In and by the terms of the Note and the Mortgage, it is provided, among other things, that on failure to pay any installment of either principal or interest, or any portion thereof when due, or if any of the conditions and requirements in the Mortgage securing the Note are not complied with, then the whole principal sum and accrued interest shall, at the option of the legal holder thereof, become at once due and payable and collectible by foreclosure.
34. In and by the terms of the Note, it is further provided that the maker thereof shall pay all

collection costs including reasonable attorney's fees if the Note is placed in the hands of an attorney for collection after default.

35. The Plaintiff waives its right to a deficiency judgment as to any Defendant for amounts due on the Note and the Mortgage.
36. The installments of Principal and interest falling due from and after August 1, 2020 have not been paid, although demand for the payment thereof has been made, and the Plaintiff, as holder of the Note and Mortgage, has and does hereby elect to exercise its right under the Note and the Mortgage and to declare the entire balance of principal and interest due thereunder, now due and payable at once
37. There is now due and owing and unpaid upon the Note and the Mortgage the full and just principal sum of \$100,549.98, together with interest thereon at the rate of 6.5% per annum from August 1, 2020, together with the sum of any advances made, or to be made, by the Plaintiff for taxes, insurance premiums or any other purpose chargeable pursuant to the Mortgage, including, but not limited to, late charges, collection costs, and reasonable attorney's fees and the costs of this action.
38. The Plaintiff, as the holder of the Note and the Mortgage, has elected, in view of the default on the Note, to foreclose upon its security, the Property, by selling the same pursuant to law.
39. The Plaintiff has given the Defendant(s) all notices of right to cure such default as required under the Note and the Mortgage and under applicable law, but the Defendant(s) failed to cure such default.
40. The sale will be subject to Chester County ad valorem taxes.

WHEREFORE, the Plaintiff prays judgment that:

- A) Pursuant to S.C. Code Ann 15-53-10 et. Seq., the Court enter a declaratory judgment declaring that the Mobile Home located on the subject Property is subject to the lien of Plaintiff's Mortgage.
- B) Pursuant to S.C. Code Ann 56-19-390 the South Carolina Department of Motor Vehicles will be ordered to issue new certificates of title free and clear of prior liens and encumbrances for the Mobile Home to the successful purchaser at the foreclosure sale.
- C) Pursuant to S.C Code Ann 36-9 601(a)(2), possession of the mobile/manufactured home be granted to the successful purchaser at the foreclosure sale.

- D) The amount due upon the Note and the Mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action.
- E) The Mortgage be declared a first mortgage lien and that the Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due or which may be or have been paid by the Plaintiff, together with attorney's fees and for the costs of this action.
- F) The Property be sold according to law and the practice of this Court, the equity of redemption be barred and that the proceeds of sale be applied as follows:
 - 1) to the costs and expenses of the within action and said sale;
 - 2) to the payment and discharge of the amount due on the Note and the Mortgage, together with attorney's fees, as aforesaid;
 - 3) the surplus, if any, be distributed according to law; and
- G) For such other and further relief as may be just and proper.

FURTHER, in the event the successful bidder (at the time of this foreclosure sale) is other than the Defendant(s) in possession herein, the Sheriff of Chester County will be ordered and directed to eject and remove from the premises the occupants of the Property sold, together with all personal property located therein, and put the successful bidder or his assigns in full, quiet and peaceable possession of the Property without delay, and to keep the successful bidder or his assigns in such peaceable possession.

Dated: **September 2, 2022**

By: s/ January N. Taylor
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STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS
Case No. 2022-CP-12-00389

Wilmington Savings Fund Society, FSB,
as Trustee of Stanwich Mortgage Loan
Trust I,

Plaintiff,

vs.

Ebonee D. Brown; Georgia M. Brown;
South Carolina Department of Motor
Vehicles,

Defendants.

**BROWN DEFENDANTS’
ANSWER AND COUNTERCLAIM**

(JURY TRIAL DEMANDED)

Defendants Ebonee D. Brown and Georgia M. Brown (hereinafter, collectively, “Brown”), in answer to the Plaintiff’s Complaint and as counterclaim, answer and allege as follows:

FOR A FIRST DEFENSE

1. Any allegation of the Complaint not herein admitted, qualified, or explained is denied. Any allegations of the Complaint subject of qualified admissions made herein are denied insofar as the allegations are not qualifiedly admitted, and any allegations of the Complaint subject of any other qualifications or explanations herein are denied insofar as they are not otherwise qualified or explained.

2. Answering the allegations of paragraph 1 of the Complaint, Brown does not have sufficient knowledge or information to form a belief as to the truth of the allegations of the paragraph.

3. Answering the allegations of paragraphs 2 and 3 and of the Complaint, Brown admits the same.

4. Answering the allegations of paragraph 4 of the Complaint, Brown admits the same.

5. Answering the allegations of paragraph 5 of the Complaint, Brown denies the same because no defendants are described as judgment creditors.

6. Answering the allegations of paragraph 6 of the Complaint, Brown admits the same.

7. Answering the allegations of paragraph 7 of the Complaint, Brown admits the same.

8. Answering the allegations of paragraph 8 of the Complaint, Brown admits the same to the extent the alleged facts were found in the order filed on December 31, 2019, in WVMF FUNDING, LLC v. Ebonee D. Brown, et al., Case No. 2009-CP-12-0237.

9. Answering the allegations of paragraph 9 of the Complaint, Brown admits the same to the extent the alleged facts were found in the order filed on December 31, 2019, in WVMF FUNDING, LLC v. Ebonee D. Brown, et al., Case No. 2009-CP-12-0237. Brown denies that the subject mobile home is subject to the mortgage involved in this case.

10. Answering the allegations of paragraph 10 of the Complaint, Brown admits the same to the extent the alleged facts were found in the order filed on December 31, 2019, in WVMF FUNDING, LLC v. Ebonee D. Brown, et al., Case No. 2009-CP-12-0237.

11. Answering the allegations of paragraph 11 of the Complaint, Brown admits the same to the extent the alleged facts were found in the order filed on December 31, 2019, in WVMF FUNDING, LLC v. Ebonee D. Brown, et al., Case No. 2009-CP-12-0237.

12. Answering the allegations of paragraph 12 of the Complaint, Brown admits the same to the extent the alleged facts were found in the order filed on December 31, 2019, in WVMF FUNDING, LLC v. Ebonee D. Brown, et al., Case No. 2009-CP-12-0237.

13. Answering the allegations of paragraph 13 of the Complaint, Brown admits the same to the extent the alleged facts were found in the order filed on December 31, 2019, in WVMF FUNDING, LLC v. Ebonee D. Brown, et al., Case No. 2009-CP-12-0237.

14. Answering the allegations of paragraph 14 of the Complaint, Brown admits the same to the extent the alleged facts were found in the order filed on December 31, 2019, in WVMF FUNDING, LLC v. Ebonee D. Brown, et al., Case No. 2009-CP-12-0237.

15. Answering the allegations of paragraph 15 of the Complaint, Brown does not have sufficient knowledge or information to form a belief as to the truth of the allegations of the paragraph.

16. Answering the allegations of paragraph 16 of the Complaint, Brown denies the same.

17. Answering the allegations of paragraph 17 of the Complaint, Brown does not have sufficient knowledge or information to form a belief as to the truth of the allegations of the paragraph.

18. No separate answer to paragraph 18 of the Complaint is required.

19. Answering the allegations of paragraph 19 of the Complaint, Brown does not have sufficient knowledge or information to form a belief as to the truth of the allegations of the paragraph.

20. Answering the allegations of paragraph 20 of the Complaint, Brown does not have sufficient knowledge or information to form a belief as to the truth of the allegations of the paragraph.

21. Answering the allegations of paragraph 21 of the Complaint, Brown does not have sufficient knowledge or information to form a belief as to the truth of the allegations of the paragraph.

22. Answering the allegations of paragraph 22 of the Complaint, Brown does not have sufficient knowledge or information to form a belief as to the truth of the allegations of the paragraph.

23. Answering the allegations of paragraph 23 of the Complaint, Brown denies the same.

24. No separate answer to paragraph 24 of the Complaint is required.

25. Answering the allegations of paragraph 25 of the Complaint, Brown does not have sufficient knowledge or information to form a belief as to the truth of the allegations of the paragraph.

26. Answering the allegations of paragraph 26 of the Complaint, Brown denies the same as stated.

27. Answering the allegations of paragraph 27 of the Complaint, Brown denies the same.

28. Answering the allegations of paragraph 28 of the Complaint, Brown denies the same.

29. Answering the allegations of paragraph 29 of the Complaint, Brown denies the same.

30. Answering the allegations of paragraph 30 of the Complaint, Brown denies the same.

31. Answering the allegations of paragraph 31 of the Complaint, Brown denies the same.

32. No separate answer to paragraph 32 of the Complaint is required.

33. Answering the allegations of paragraph 33 of the Complaint, Brown denies the same.

34. Answering the allegations of paragraph 34 of the Complaint, Brown admits the note reads as it reads but denies the note reads as alleged.

35. Answering the allegations of paragraph 35 of the Complaint, Brown admits the same.

36. Answering the allegations of paragraph 36 of the Complaint, Brown denies the same as stated.

37. Answering the allegations of paragraph 37 of the Complaint, Brown denies the same.

38. Answering the allegations of paragraph 38 of the Complaint, Brown denies the same.

39. Answering the allegations of paragraph 39 of the Complaint, Brown denies the same.

40. Answering the allegations of paragraph 40 of the Complaint, Brown does not have sufficient knowledge or information to form a belief as to the truth of the allegations of the paragraph.

41. No answer to the prayer in the Complaint is required; however, the Plaintiff is not entitled to what it seeks in this lawsuit.

FOR A SECOND DEFENSE
(Res Judicata/Waiver)

42. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

43. As a result of the order mentioned above and the facts found therein, the plaintiff is barred from suing to collect any part of the subject debt that came due or accrued to the subject mortgage debt under the note and/or mortgage at any time that was subject to the foreclosure action that was finally styled as WVMF FUNDING, LLC v. Ebonee D. Brown, et al., Case No. 2009-CP-12-0237.

FOR A THIRD DEFENSE
(Dismissal – Rules 12(b)(4)&(6))

44. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

45. The Complaint fails to state facts sufficient to constitute a cause of action, including, but not limited to, with regard to its cause of action seeking possession of the mobile home at issue (really a claim and delivery cause of action). The Complaint and this action fail to meet the procedural requirements of a claim and delivery proceeding. The Complaint was neither filed nor served with required accompanying documents.

46. Rules 12(b)(4)&(6), SCRC, provide for the dismissal of this action.

47. The Complaint should be dismissed.

FOR A FOURTH DEFENSE
(Unclean Hands)

48. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

49. The Plaintiff has engaged in such conduct with respect to the matters subject of this case as to make its hands unclean with regard to its foreclosure claim.

50. This conduct includes, but is not necessarily limited to, what is alleged in this pleading.

51. This conduct directly to the subject matter of this action.

52. This conduct has proximately caused Brown prejudice and injury.

FOR A FIFTH DEFENSE
(Miscellaneous)

53. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

54. All counterclaims asserted in this action are also asserted as defenses to the extent permitted by law.

FOR A FIRST COUNTERCLAIM
(Conversion)

55. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

56. The Plaintiff or a predecessor of the Plaintiff, acting through a servicer, improperly charged amounts for attorneys' fees and other collection costs to the mortgage account involved in this case.

57. Without Brown's permission, money Brown paid toward the mortgage debt was improperly diverted and taken by the Plaintiff or a predecessor and applied to such improper charges, without it being properly credited to the mortgage account.

58. This was done in reckless disregard of Brown's rights.

59. This conversion proximately caused damage to Brown.

60. Brown is entitled to judgment for actual and punitive damages.

FOR A SECOND COUNTERCLAIM
(Violation of the Fair Debt Collection Practices Act)

61. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

62. In addition to the improper charges noted above, the Plaintiff, fully aware of the order in the previous case, now seeks and has been seeking to collect debt from Brown. The vast majority of that debt is barred as a result of that order.

63. The Plaintiff's actions in doing this violate the Fair Debt Collections Practices Act, 15 U.S.C. § 1692, *et seq.* (hereinafter "the Fair Debt Collection Practices Act").

64. These actions have proximately caused Brown to sustain damages.

65. Brown is entitled to judgment for actual and punitive damages, as well as for all penalties available under the Fair Debt Collection Practices Act.

FOR A THIRD COUNTERCLAIM
(Unfair Trade Practices)

66. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

67. Actions of the Plaintiff, including, but not necessarily limited to, those stated in this complaint, constitute violations of the South Carolina Unfair Trade Practices Act, S.C. Code Ann.

§ 39-5-10, et seq. These acts offended public policy, which favors and encourages honesty and fair dealing in commerce, and which discourages deception, misrepresentation, and misappropriation.

68. These acts were immoral, oppressive, unscrupulous, and substantially injured Brown.

69. The Plaintiff knew or should have known that these actions were violations of the Unfair Trade Practices Act and constituted unfair and deceptive acts in trade or commerce.

70. These actions have an impact upon the public interest and are capable of repetition, including, but not necessarily limited to, in that the Plaintiff is a large financial institution with many mortgage loan customers and, further, the Plaintiff has actually repeated on a large scale with many other customers some of the things it has done with Brown's account.

71. Brown has suffered damages as a direct, consequent, and proximate result of these actions of the Plaintiff.

72. Brown is entitled to a judgment against the Plaintiff for treble damages, reasonable attorney's fees, and costs.

WHEREFORE, Brown prays for the court to:

- (a) Issue an order dismissing the Complaint with prejudice;
- (b) Deny the Plaintiff the relief it seeks in this action;
- (c) Enter judgment for Brown for actual damages, punitive damages, and all applicable penalties;
- (d) Enter judgment for Brown for reasonable attorney's fees, if and as applicable;
- (e) Enter judgment for Brown for the costs and expenses of this action; and
- (f) Grant Brown such other and further relief as the court deems just and proper.

Respectfully submitted,

/s/ Andrew S. Radeker

Andrew S. Radeker

S.C. Bar No. 73743

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ATTORNEY FOR DEFENDANT

EBONEE AND GEORGIA BROWN

Columbia, South Carolina
October 12, 2022

STATE OF SOUTH CAROLINA)
COUNTY OF CHESTER)
)
Wilmington Savings Fund Society)
FSB as Trustee of Stanwich Mortgage)
Loan Trust I,)
)
Plaintiff,)
)
v.)
Ebonee D. Brown; Georgia M. Brown;)
South Carolina Department of Motor)
Vehicles,)
)
Defendants.)
)
_____)

IN THE COURT OF COMMON PLEAS
CA# 2022-CP-12-00389
PLAINTIFF’S RESPONSE TO
DEFENDANTS’ ANSWER AND
COUNTERCLAIM

**ANSWER TO DEFENDANTS’ EBONEE D. BROWN and GEORGIA M. BROWN’S
COUNTERCLAIM**

COMES NOW, Plaintiff, Wilmington Savings Fund Society, FSB, As Trustee of Stanwich Mortgage Loan Trust I ("Wilmington"), and hereby responds to Defendants Ebonee D. Brown and Georgia M. Brown’s Counterclaim as follows:

ANSWER TO COUNTERCLAIM 1

1. Wilmington denies the allegations of paragraph 55 of the Counterclaim and demands strict proof thereof.
2. Wilmington denies the allegations of paragraph 56 of the Counterclaim and demands strict proof thereof.
3. Wilmington denies the allegations of paragraph 57 of the Counterclaim and demands strict proof thereof.
4. Wilmington denies the allegations of paragraph 58 of the Counterclaim and demands strict proof thereof.
5. Wilmington denies the allegations of paragraph 59 of the Counterclaim and demands strict proof thereof.
6. Wilmington denies the allegations of paragraph 60 of the Counterclaim and demands

strict proof thereof.

ANSWER TO COUNTERCLAIM 2

7. Wilmington denies the allegations of paragraph 61 of the Counterclaim and demands strict proof thereof.
8. Wilmington denies the allegations of paragraph 62 of the Counterclaim and demands strict proof thereof.
9. Wilmington denies the allegations of paragraph 63 of the Counterclaim and demands strict proof thereof.
10. Wilmington denies the allegations of paragraph 64 of the Counterclaim and demands strict proof thereof.
11. Wilmington denies the allegations of paragraph 65 of the Counterclaim and demands strict proof thereof.

ANSWER TO COUNTERCLAIM 3

12. Wilmington denies the allegations of paragraph 66 of the Counterclaim and demands strict proof thereof.
13. Wilmington denies the allegations of paragraph 67 of the Counterclaim and demands strict proof thereof.
14. Wilmington denies the allegations of paragraph 68 of the Counterclaim and demands strict proof thereof.
15. Wilmington denies the allegations of paragraph 69 of the Counterclaim and demands strict proof thereof.
16. Wilmington denies the allegations of paragraph 70 of the Counterclaim and demands strict proof thereof.
17. Wilmington denies the allegations of paragraph 71 of the Counterclaim and demands

strict proof thereof.

18. Wilmington denies the allegations of paragraph 72 of the Counterclaim and demands strict proof thereof.

AFFIRMATIVE DEFENSES

COMES NOW, Plaintiff Wilmington, having fully answered the foregoing Counterclaim, and hereby asserts the following affirmative defenses:

1. Wilmington denies that is liable to Counterclaimant for any or all for the damages claimed, Wilmington asserts that such damages were the result of unrelated, pre-existing, or subsequent conditions unrelated to Defendant's conduct.
2. Counterclaimant Brown fails to state facts sufficient to constitute a cause of action upon which relief can be granted, therefore Browns' counterclaim should be dismissed.
3. Any purported nonperformance or inaction by Wilmington under any agreement was caused by the conduct of Counterclaimant Brown, which would excuse Wilmington.
4. Wilmington expressly reserves the right to assert additional claims, including the potential for a counterclaim, and/or to assert additional affirmative defenses as facts come to light in this matter so as to warrant the assertion of the same.

WHEREFORE, Plaintiff Wilmington, prays that this Court (i) find in favor of Plaintiff on its complaint and the relief requested within, and (ii) dismiss Defendant's counterclaim.

This the 10th day of November, 2022.

By: /s/ Matthew S. Lindauer

McMichael Taylor Gray, LLC
Matthew S. Lindauer, (S.C. Bar No. 101047) mlindauer@mtglaw.com
3550 Engineering Drive, Suite 260
Peachtree Corners, GA 30092
Telephone: (404) 474-7149
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Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Plaintiff's responses and objections to Defendants' Ebonee Brown and Georgia M. Brown's answer and counterclaims was mailed via email to the party(ies) shown below.

Andrew S. Radeker
Harrison, Radeker & Smith P.A.
P.O. Box 50143
Columbia, SC 29250
drew@harrisonfirm.com

This the 10th day of November, 2022.

By: /s/ Matthew S. Lindauer
McMichael Taylor Gray, LLC
Matthew S. Lindauer, (S.C. Bar No. 101047) mlindauer@mtglaw.com
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Attorneys for Plaintiff

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS
CASE NO.: 2022-CP-12-00389

Wilmington Savings Fund Society FSB as
Trustee of Stanwich Mortgage Loan Trust I,

Plaintiff,

v.

Ebonee D. Brown; Georgia M. Brown; South
Carolina Department of Motor Vehicles,

Defendants.

**PLAINTIFF’S MOTION FOR
SUMMARY JUDGMENT AND
MEMORANDUM IN SUPPORT**

COMES NOW the Plaintiff, Wilmington Savings Fund Society FSB as Trustee of Stanwich Mortgage Loan Trust I, through undersigned counsel, and files this Motion for Summary Judgment and Memorandum in Support in accordance with Rule 56 of the South Carolina Rules of Civil Procedure (“SCRCP”).

I. SUMMARY JUDGMENT

Summary Judgment is appropriate when it is clear from the record that there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Silvester v. Spring Valley Country Club, 344 S.C. 280, 285, 543 S.E.2d 563, 566 (S.C. Ct. App. 2001); Hedgepath v. A.T.&T., 348 S.C. 340, 559 S.E.2d 327 (S.C. Ct. App. 2001).

Under Rule 56(c), SCRCP, the party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact. Baughman v. American Tel. & Tel. Co., 410 S.E.2d 537 (S.C. 1991). With respect to an issue upon which the nonmoving party has the burden of proof, this initial responsibility may be discharged by pointing out to the trial court that there is an absence of evidence to support the nonmoving party’s case. Id. (citing Celotex Corp. v. Catrett, 477 U.S. 317 (1986)). Once the moving party carries its initial burden, the “opposing party must, under Rule 56(e), ‘do more than simply show that there is some

metaphysical doubt as to the material facts’ but ‘must come forward with specific facts showing that there is a genuine issue for trial.’” Id. (quoting Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 586-87 (1986)). The party opposing summary judgment cannot simply rest on mere allegations or denials contained in the pleadings. George v. Empire Fire & Marine Ins. Co., 545 S.E.2d 500 (S.C. 2001). More than a mere scintilla of evidence is required to overcome summary judgment. Bravis v. Dunbar, 449 S.E.2d 495 (S.C. Ct. App. 1994).

II. FACTS OF THE CASE AND SUMMARY JUDGMENT EVIDENCE

The summary judgment evidence shows that on or about August 31, 2006, Defendants Ebonee D. Brown and Georgia M. Brown (hereinafter “Defendants”) entered into a certain Promissory Note (hereinafter the “Note”) delivered to Primary Residential Mortgage Inc. Also, Defendants entered into a certain real estate Mortgage (hereinafter “Mortgage”) which was delivered to Mortgage Electronic Registration Systems, Inc., as nominee for Primary Residential Mortgage Inc. to secure the property at 1167 Goldmine Road, Chester, South Carolina (the “Property”). Copies of the Note and Mortgage are attached hereto as Exhibit A.

The property at issue in the case at bar was previously the subject of a foreclosure action entitled *WVMF Funding, LLC, v. Brown, et al.*, CA No. 2009CP1200237. The trial court determined that the outstanding debt as of December 31, 2019, was \$134,817.61 (the “Debt”), consisting of \$101,190.39 in principal, plus \$33,627.22 in past escrow advances; that interest on the Debt shall accrue at the rate set forth in the Note commencing on December 31, 2019; and that Defendants were to make certain payments against the Debt as set forth therein. A courtesy copy of the Order is attached hereto as Exhibit B. Defendants failed to make the final payment due on August 1, 2020, as set forth in the Order, of \$ 15,631.40, which failure constitutes default.

Plaintiff is the holder of the Note and Mortgage and is entitled to enforce them. Defendants breached the terms of the Note and Mortgage by failure to make the required payment due on August 1, 2020. Notice of the Default, which provided an opportunity to cure along with a notice of acceleration, was mailed to Defendants on or about July 22, 2022. A copy of the default letter is attached hereto as Exhibit C. On September 2, 2022, Plaintiff filed a complaint against Defendants seeking foreclosure of Defendants' interest in the Property (the "Complaint"). On October 12, 2022, Defendants filed an Answer and Affirmative Defenses to the Complaint (the "Answer"). To date, Defendants have failed to cure the default and the full amount of the loan, plus any additional interest, costs, and fees, have become due and owing.

III. ARGUMENT

Defendants' Answer contains general denials and affirmative defenses which are insufficient to preclude Plaintiff from summary judgment, and are as follows:

First Defense

With respect to the general denial, Defendants deny allegations contained in the following paragraphs of the Complaint: 5, 9 (in part), 16, 23, 26-31, 33, 36-39. Defendants deny these allegations but do not affirmatively assert that payments required by the Note and Mortgage have been made, nor do Defendants offer proof that these payments have been made. To defeat summary judgment, a party may not rest upon mere denials in its answer but instead must provide a response by affidavits or as otherwise provided in Rule 56(e), SCRCP, setting forth specific facts showing that there is a genuine issue for trial. If the party does not respond accordingly, summary judgment, if appropriate, shall be entered against that party.

In the instant case, Defendants unsubstantiated denials are insufficient to defeat a motion for summary judgment and further illustrate the frivolous nature of Defendants' Answer.

Defendants' denials do not create an issue of fact when unsupported by any evidentiary showing. A party may not rest upon unsupported denials or assertions to defeat summary judgment. See Miller v. Blumenthal Mills Inc., 365 S.C. 204, 222, 616 S.E.2d 722, 731 (S.C. Ct. App 2006) ("At summary judgment, plaintiffs may not rest on unsupported allegations that they worked overtime and that management knew it; rather, plaintiffs must provide competent, corroborative evidence to support each of these elements.").

Second Defense: Res Judicata/Waiver

Defendants' Second Affirmative Defense alleges that Plaintiff's claim is barred based on a prior final order and the doctrine of *res judicata*.

Res judicata is the legal principle that a cause of action may not be relitigated once it has been judged on the merits. *Res judicata* applies when a matter has been adjudicated by a competent court and may not be pursued further by the same parties. Under the doctrine of *res judicata*, "[a] litigant is barred from raising any issues which were adjudicated in the former suit and any issues which might have been raised in the former suit." S.C. Pub. Int. Found. v. Greenville County, 401 S.C. 377, 389, 737 S.E.2d 502, 508–09 (S.C. Ct. App. 2013) (quoting Plum Creek Dev. Co. v. City of Conway, 334 S.C. 30, 34, 512 S.E.2d 106, 109 (S.C. 1999)). The South Carolina Supreme Court has stated "for *res judicata* purposes the term "*cause of action*" is not the form of action in which a claim is asserted but, rather *the cause for action, meaning the underlying facts combined with the law giving the party a right to a remedy of one form or another based thereon.*" Id. at 36. Here, the order in the prior action to foreclose (WVMF Funding, LLC v. Ebonee D. Brown, et al., Case No. 2009-CP-12-00237) (the "Order") did not (1) render the Mortgage unenforceable, and (2) preclude enforcement actions based upon subsequent defaults. The Order sets forth a payment

schedule that Defendants failed to follow. Accordingly, res judicata does not bar the current foreclosure action.

Res judicata does not bar Plaintiff's action because the Order required Defendants to make certain monthly payments beginning February 1, 2020, and a lump sum payment on August 1, 2020. Defendants failed to make the August 2020 payment, and such failure is the event of default upon which the case at bar is brought. As such, Plaintiff's right to foreclose was established when Defendants defaulted in their payment obligations under the Order by not making the lump sum payment on August 1, 2020. Defendants' payment default under the Order created a new cause of action that Plaintiff is not precluded from pursuing. Accordingly, Defendants new payment default under the Order created a new cause of action. Res judicata does not apply and Plaintiff is entitled to summary judgment as this defense does not raise a triable issue before this Court.

Third Defense: Dismissal – Rules 12(b)(4)&(6)

Defendants' Third Affirmative Defense alleges insufficient service of process and that the Complaint fails to state a cause of action. Both defenses are incorrect and without merit. Defendants were properly served with the Complaint as shown by the Affidavit of Service, a copy of which is attached hereto as Exhibit D. Proof of proper service negates Defendants' unsupported assertion. Defendants cannot rest upon unsupported denials or assertions to defeat summary judgment. See Miller v. Blumenthal Mills Inc., 365 S.C. 204, 222, 616 S.E.2d 722, 731 (S.C. Ct. App. 2006).

Defendants' argument that the Complaint fails to state a cause of action is without merit and does not create a triable issue to defeat summary judgment. In considering a Rule 12(b)(6) motion, the trial court must base its ruling solely upon allegations set forth on the face of the complaint. Stiles v. Onorato, 318 S.C. 297, 457 S.E.2d 601 (S.C. 1995); see also Brown v.

Leverette, 291 S.C. 364, 353 S.E.2d 697 (S.C. 1987) (ruling trial court must dispose of motion for failure to state cause of action based solely upon allegations set forth on face of complaint); Williams v. Condon, 347 S.C. 227, 233, 553 S.E.2d 496 (S.C. Ct. App. 2001) (ruling trial court's ruling on Rule 12(b)(6) motion must be premised solely upon allegations set forth by plaintiff). A motion to dismiss under Rule 12(b)(6) should not be granted if facts alleged and inferences reasonably deducible therefrom would entitle the plaintiff to relief on any theory of the case. Stiles, 318 S.C. at 300, 457 S.E.2d at 602–03; see also McCormick v. England, 328 S.C. 627, 494 S.E.2d 431 (S.C. Ct.App.1997) (holding motion to dismiss cannot be sustained if facts alleged in complaint and inferences reasonably deducible therefrom would entitle plaintiff to relief on any theory of the case). In deciding whether to grant a motion to dismiss for failure to state a claim, this Court must consider whether the complaint, viewed in the light most favorable to Plaintiff, states any valid claim for relief. See Cowart v. Poore, 337 S.C. 359, 523 S.E.2d 182 (S.C. Ct.App.1999) (looking at facts in light most favorable to plaintiff, and with all doubts resolved in his behalf, the court must consider whether the pleadings articulate any valid claim for relief). A court's grant of a motion to dismiss will be sustained if the facts alleged in the complaint do not support relief under any theory of law. Flateau v. Harrelson, 355 S.C. 197, 201–02, 584 S.E.2d 413, 415–16 (S.C. Ct. App. 2003). In the instant case, Plaintiff alleges that it is the holder of a Note and Mortgage and that Defendants failed to make payments as required by the Note and Mortgage. Plaintiff, as holder of the Note and Mortgage, has a valid claim and sufficiently stated facts that constitute a cause of action pursuant to Rule 12(b)(6). Defendants have not offered any proof to show otherwise and have merely made unsupported claims which are not sufficient to defeat a motion for summary judgment.

Defendants misconstrue Plaintiff's cause of actions relating to the mobile home at issue in this case. Plaintiff seeks merely to have the court determine, based on the evidence and the intent of the parties, that the mobile home described in its Complaint is an improvement upon the real property and that the lien of the Mortgage properly attaches to the mobile home, so that the buyer at any prospective foreclosure sale shall obtain possession of the mobile home, to include a new Mobile Home Certificate of Title to the extent the Court determines necessary. Plaintiff is not seeking the statutory relief of claim and delivery, and as such any Rule 12 motions asserted by Defendant relying upon this theory are unsubstantiated.

Fourth Defense: Unclean Hands

Defendants' Fourth Affirmative Defense alleges that Plaintiff has unclean hands. The doctrine of unclean hands precludes a plaintiff from recovering in equity if he acted unfairly in a matter that is the subject of the litigation to the prejudice of the defendant. Wachovia Bank, N.A. v Coffey, 389 S.C.68, 698 S.E.2d 244 (S.C. Ct. App. 2010). Defendants proffer no evidence, affidavits, or anything else to show that Plaintiff has acted inappropriately in this foreclosure action or that Defendants have been prejudiced by any acts of the Plaintiff. When presented with a motion for summary judgment, the non-moving party may not rest upon the mere allegations in their pleadings. Unsupported allegations or assertions will not withstand a motion for summary judgment. Defendants hold the obligation of setting forth specific facts showing that there is a genuine issue for trial. Main v. Corley, 182 S.C. 525, 316 S.E.2d. 406 (S.C. 1984). Here, Defendants have failed to show that a material issue of fact remains as to the foreclosure issue before this Court. Defendants' unsupported and self-serving assertions that Plaintiff has acted in a manner to make its hands unclean does not create a disputed material fact. Without evidence to support Defendants' assertion, summary judgment must be granted to the Plaintiff.

Fifth Defense: Miscellaneous

Defendants' Fifth Affirmative Defense asserts that all counterclaims are also asserted as defenses. Defendants do not make any assertions that create a triable issue of fact for this Court sufficient to defeat summary judgment. To defeat Plaintiff's motion for summary judgment, Defendants are required to set forth specific facts showing that there is a genuine issue of material fact for trial; failing to do so, summary judgment is justified. See Main v. Corley, 182 S.C. 525, 316 S.E.2d. 406 (S.C. 1984).

First Counterclaim: Conversion

Defendants' First Counterclaim alleges that Plaintiff improperly charged Defendants for attorney fees and other collection costs. This counterclaim and defense fails because the Mortgage, Paragraph 18, allows Plaintiff to collect for all expenses incurred in pursuing debt collection, including attorney fees. A copy of the Mortgage is attached hereto as part of Exhibit A. Defendants have not offered any evidence to show that mortgage payments were improperly diverted or applied to improper charges. Defendants' assertion is self-serving and unsupported. To defeat summary judgment, a party may not rest upon the mere allegations or denials in their pleadings but instead must provide a response by affidavits or as otherwise provided in Rule 56(e) SCRC, setting forth specific facts showing that there is a genuine issue for trial. If the party does not respond accordingly, summary judgment, if appropriate shall be entered against that party. Defendants' unsubstantiated denials are insufficient to defeat Plaintiff's summary judgment motion and further illustrate the frivolous nature of Defendants' responsive pleadings. Defendant's assertions do not create an issue of fact and are unsupported by any evidentiary showing. At summary judgment a party may not rest upon unsupported denial or assertions to defeat summary judgment. Miller. 365 S.C. at 222. Even if Plaintiff misapplied payments (which it denies), such

dispute goes to the amount owed by Defendants but does not establish an issue for trial. As such, despite this defense and counterclaim Plaintiff is entitled to summary judgment.

Furthermore, to the extent that Defendants are asserting that such charges and alleged misapplications were incurred or made prior to the entry of the Order, such allegations are subject to the doctrine of *res judicata* and waiver. The parties are subject to the findings of the Court in said Order, and no appeal or reconsideration having been requested, its determinations are final.

Second Counterclaim: Violation of the Fair Debt Collection Practices Act

Defendants' second counterclaim alleges that the Plaintiff's action in pursuing this foreclosure violates the Fair Debt Collection Practices Act based on the Court's Order in the prior foreclosure action. The prior Order did not preclude Plaintiff from pursuing this action based on Defendants' most recent payment default. Plaintiff is not pursuing collection of any amounts that the prior Order determined to be not owed by Defendants. Defendants' assertion to the contrary is unsupported. Defendants have not proffered anything to support their argument. Absent a showing that there is a triable issue before this Court, Plaintiff is entitled to summary judgment because Defendants' self-serving, unsupported allegation does not create a triable issue capable of defeating summary judgment.

Furthermore, the Second Counterclaim is barred by the statute of limitations. The FDCPA requires all suits arising thereunder be brought "within one year from the date on which the violation occurs." 15 U.S.C. §1692k(d). Defendants have failed to allege any violation of the FDCPA by Plaintiff occurring on or after October 13, 2021.

Third Counterclaim: Unfair Trade Practices

Defendant's third counterclaim alleges that Plaintiff violated the Unfair Trade Practices Act causing injury to Defendants. This conclusory allegation is unsupported by any material facts.

This counterclaim and defense does not raise any issue of material fact and does not prevent Plaintiff from being awarded summary judgment as a matter of law. Defendants did not provide any facts or evidence to support the allegations. Unsupported allegations or assertions will not withstand a motion for summary judgment. Defendants have the obligation of setting forth specific facts showing that there is a genuine issue for trial. Main v. Corley, 182 S.C. 525, 316 S.E.2d. 406 (S.C. 1984). Defendants have not created a triable issue with this defense and have not offered even a scintilla of evidence that Plaintiff engaged in unfair trade practices. To defeat summary judgment, a party may not rest upon the mere allegations or denials in their pleadings but instead must provide a response by affidavits or as otherwise provided in Rule 56(e), bare assertions made in an Answer alone are insufficient to defeat summary judgment.

Other than making general allegations thereto, Defendants have set forth no alleged actions by Plaintiff (nor provided any evidence thereof) that any such alleged actions impact public policy *or* are capable of repetition. That Plaintiff has many customers cannot, unto itself, support the necessary burden on the Defendant's part. Furthermore, the evidence supports the exact opposite conclusion – this matter arises out of a unique remedy forged by the trial court in the prior Order, and as such, and allegations arising are necessarily unique to these Defendants. To the extent that Defendants are alleging actions occurring out of the prior action, the Defendants are barred not only by the doctrine of *res judicata*, but also the statute of limitations of three years set out in S.C. Code § 39-5-150.

IV. CONCLUSION

For the reasons stated herein, and the evidence produced in support of this Motion for Summary Judgment and Memorandum in Support, Plaintiff is entitled to judgment as a matter of law in the amount of \$182,621.98 good through August 1, 2023 as set out in the attached Affidavit

of Indebtedness and incorporated herein as Exhibit E. Defendants fail to create any issue of fact as each is insufficiently pled, combined with the fact that Plaintiff's conduct was legal and proper as confirmed via proper summary judgment evidence. There is no genuine issue of fact contradicting the elements of Plaintiff's *prima facie* case from being met, and Plaintiff is entitled to judgment as a matter of law.

WHEREFORE Plaintiff prays that this Honorable Court grant its motion for summary judgment against Defendants Ebonee D. Brown and Georgia M. Brown in the amount of \$182,621.98 as of August 1, 2023 which includes principal, interest, escrow, other costs and reasonable attorney's fees and costs accruing as set forth in the prior Order, and such other relief as the Court deems just and proper.

August 8, 2023

By: /s/ Meredith L. Coker
McMichael Taylor Gray, LLC
J. Pamela Price (SC Bar #14336) pprice@mtglaw.com
Brian L. Campbell (SC Bar #74521) bcampbell@mtglaw.com
January N. Taylor (SC Bar #80069) jtaylor@mtglaw.com
Meredith L. Coker *SC Bar #71103) mcoker@mtglaw.com
Steven Hippolyte (SC Bar #105093) shippolyte@mtglaw.com
3550 Engineering Drive, Suite 260
Peachtree Corners, GA 30092
Telephone: (470) 905-2153
Facsimile: (404) 745-8121
Attorneys for Plaintiff

1167 GOLDMINE ROAD, CHESTER, SOUTH CAROLINA 29706

[Property Address]

ELECTRONICALLY FILED - 2022 Aug 22 1:00 PM - CHESTER COMMON PLEAS CASE#2022CP1200389

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means PRIMARY RESIDENTIAL MORTGAGE INC. and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of One Hundred Three Thousand Three Hundred Seventy Seven And 00/100 Dollars (U.S. \$ 103,377.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of Six and One Half percent (6.500%) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on October 1, 2006. Any principal and interest remaining on the first day of September, 2036 will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at 4750 WEST WILEY POST WAY #200, SALT LAKE CITY, UTAH 84116 or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 653.41. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

[] Graduated Payment Allonge [] Growing Equity Allonge [] Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of Four percent (4.00%) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

Record on Appeal p. 044

MB

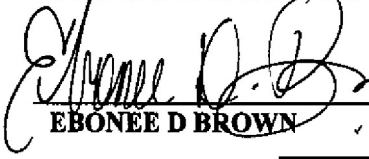
Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

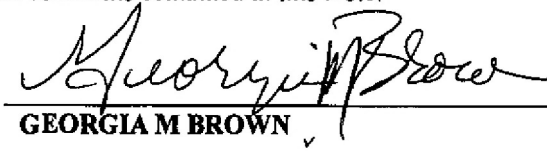
9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.



EBONEE D BROWN (Seal)
-Borrower



GEORGIA M BROWN (Seal)
-Borrower

Social Security No.: 

Social Security No.: 

(Seal)
-Borrower

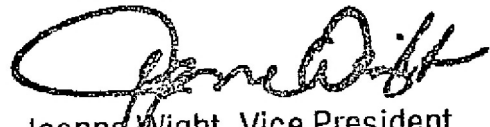
(Seal)
-Borrower

Pay to the order of:
~~Without Recourse~~

Pay to the Order of
GMAC Mortgage Corporation
Without Recourse

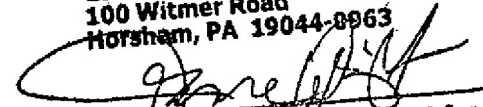
By: 

SADIE YOUNG
VICE PRESIDENT


Joanne Wight, Vice President
Acting Agent for GMAC Bank

PAY TO THE ORDER OF WITHOUT RECOURSE:
GMAC Bank
100 Witmer Road
Horsham, PA 19044-8963

PAY TO THE ORDER OF
WITHOUT RECOURSE
GMAC MORTGAGE CORPORATION



Joanne Wight, Vice President, agent for



K. Doherty
Limited Signing Officer

Primary Residential
Mortgage, Inc

ELECTRONICALLY FILED - 2023 Aug 22 1:00 PM - CHESTER - COMMON PLEAS - CASE#2022CP1200389

EXHIBIT A

Instrument Volume Page
200900059910 1443 221

200900059910
Filed for Record in
CHESTER COUNTY SC
SUE K. CARPENTER
05-19-2009 At 03:46:16 pm.
ASSIGN MTG 6.00
Volume 1443 Page 221 - 221

40670.F29649/0601662527
STATE OF SOUTH CAROLINA

COUNTY OF CHESTER

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned, Mortgage Electronic Registration Systems, Inc., as nominee for Primary Residential Mortgage, Inc does hereby transfer, assign, set over and convey to GMAC Mortgage, LLC, its successors and assigns forever, that certain mortgage, made and executed by Ebonee D. Brown and Georgia M. Brown to Mortgage Electronic Registration Systems, Inc., as nominee for Primary Residential Mortgage, Inc, dated August 31, 2006, and duly recorded on September 14, 2006, in Mortgage Book 1310, Page 119, in the Office of the Clerk of Court for Chester County in the State of South Carolina.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed and delivered this 15 day of April, 2009.

In the presence of:

Mortgage Electronic Registration
Systems, Inc., as nominee for Primary
Residential Mortgage, Inc

Rita Schubert
Witness #1

By: _____
(Name of Officer)

Walter Penhart
Witness #2

Title Jeffrey Stephan
Vice President

STATE OF Pa
COUNTY OF Montgomery

ACKNOWLEDGMENT
S.C. CODE 30-5-30

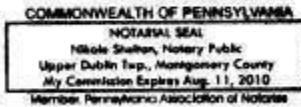
The undersigned, a Notary Public for the State of Pa, does hereby certify that the within-named Officer of Mortgage Electronic Registration Systems, Inc., as nominee for Primary Residential Mortgage, Inc personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal on this 15 day of April, 2009.
Walter Penhart

Notary Public for _____

My Commission Expires: _____

ASSIGNEE ADDRESS: GMAC Mortgage, LLC
1100 Virginia Drive
P.O. Box 8300
Fort Washington, PA 19034



MIN# 1001464-0151300972-3

ELECTRONICALLY FILED - 2023 Aug 22 1:00 PM - CHESTER - COMMON PLEAS - CASE#2022CP1200389

Recording Requested By:
OCWEN LOAN SERVICING, LLC

201500085151
Filed for Record in
CHESTER COUNTY SC
SUE K. CARPENTER, CLERK OF COURT
04-08-2015 At 04:16:54 pm.
ASSIGN MTG 6.00
Volume: 1629 Page 95 - 95

WHEN RECORDED RETURN TO:
SECURITY CONNECTIONS, INC.
240 TECHNOLOGY DRIVE
DAHO FALLS, ID 83403



CORPORATE ASSIGNMENT OF MORTGAGE

Chester, South Carolina
SELLER'S SERVICING #:0601662527 "BROWN" -R

Date of Assignment: March 23rd, 2015
Assignor: GMAC MORTGAGE, LLC BY OCWEN LOAN SERVICING, LLC, ITS ATTORNEY IN FACT* at 1661 WORTHINGTON ROAD, SUITE 100, WEST PALM BEACH, FL 33409
Assignee: THE BANK OF NEW YORK MELLON TRUST COMPANY, NA AS FHA QUALIFIED TRUSTEE FOR RESCAP LIQUIDATING TRUST at 525 WILLIAM PENN PLACE, PITTSBURGH, PA 15259

Executed By: EBONEE D BROWN, AN UNMARRIED WOMAN, GEORGIA M BROWN, AN UNMARRIED WOMAN
To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), SOLELY AS NOMINEE FOR PRIMARY RESIDENTIAL MORTGAGE INC, ITS SUCCESSORS AND/OR ASSIGNS
Date of Mortgage: 08/31/2006 Recorded: 09/14/2006 in Book/Reel/Liber: 01310 Page/Folio: 00119 as Instrument No.: 000045027 In the County of Chester, State of South Carolina.

Property Address: 1167 GOLDMINE ROAD, CHESTER, SC 29706

Legal: N/A

*POWER OF ATTORNEY RECORDED 03/12/2014, 201400080920, 1096/189

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of \$103,377.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Mortgage.

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

GMAC MORTGAGE, LLC BY OCWEN LOAN SERVICING, LLC, ITS ATTORNEY IN FACT*
On MAR 23 2015

By: Tracey Latham
TRACEY LATHAM
Authorized Signer

WITNESS
Dawn Weatherway
DAWN WEATHERWAY

WITNESS
Dawn M. Britmann
DAWN M. BRITMANN

STATE OF Iowa
COUNTY OF Black Hawk

On MAR 23 2015 before me, RACHEL MOORE, a Notary Public in and for Black Hawk in the State of Iowa, personally appeared TRACEY LATHAM, Authorized Signer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Rachel Moore
RACHEL MOORE
Notary Expires: 09/23/2016 #764817



(This area for notarial seal)

201700096189
Filed for Record in
CHESTER COUNTY SC
SUE K. CARPENTER, CLERK OF COURT
07-31-2017 At 01:48:40 pm.
ASSIGN MTG 7.00
Volume 1706 Page 92 - 92

Prepared By and Return To:
Paul Pugzlys
Collateral Department
Meridian Asset Services, Inc.
3201 34th Street South, Suite 310
St. Petersburg, FL 33711
(727) 497-4650

Space above for Recorder's use

Loan No: 2441171
ResCap ID: 601662527
WAM ID: 107610301



ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS FHA QUALIFIED TRUSTEE FOR RESCAP LIQUIDATING TRUST**, whose address is **525 WILLIAM PENN PLACE, PITTSBURGH, PA 15259**, (ASSIGNOR), does hereby grant, assign and transfer to **WVMF FUNDING, LLC**, whose address is **1140 AVENUE OF THE AMERICAS 7TH FLOOR, NEW YORK, NY 10036**, (ASSIGNEE), its successors, transferees and assigns forever, all beneficial interest under that certain mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon.

Date of Mortgage: 8/31/2006
Original Loan Amount: \$103,377.00
Executed by (Borrower(s)): **EBONEE D BROWN & GEORGIA M BROWN**
Original Lender: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR PRIMARY RESIDENTIAL MORTGAGE, INC., ITS SUCCESSORS AND ASSIGNS**
Filed of Record: In Book/Liber/Volume **01310**, Page **00119**,
Document/Instrument No: **000045027** in the Recording District of **CHESTER, SC**, Recorded on **9/14/2006**.

Property more commonly described as: **1167 GOLDMINE ROAD, CHESTER, SOUTH CAROLINA 29706**

IN WITNESS WHEREOF, the undersigned by its duly elected officers and pursuant to proper authority of its board of directors has duly executed, sealed, acknowledged and delivered this assignment.

Date: 5/25/2017

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS FHA QUALIFIED TRUSTEE FOR RESCAP LIQUIDATING TRUST, BY MERIDIAN ASSET SERVICES, INC., ITS ATTORNEY-IN-FACT


By: **SCOTT BASEN**
Title: **VICE PRESIDENT**


Witness Name: **JASON MURCH**

Witness Name: **CHRISTOPHER STAFFORD**

2441171 ResCap LT 3973792

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

State of **FLORIDA**
County of **PINELLAS**

On 5-25-17, before me, **GERALD E. MURCH**, a Notary Public, personally appeared **SCOTT BASEN, VICE PRESIDENT** of **MERIDIAN ASSET SERVICES, INC., AS ATTORNEY-IN-FACT FOR THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS FHA QUALIFIED TRUSTEE FOR RESCAP LIQUIDATING TRUST**, personally known to me, or who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of **FLORIDA** that the foregoing paragraph is true and correct. I further certify **SCOTT BASEN** signed, sealed, attested and delivered this document as a voluntary act in my presence.

Witness my hand and official seal.

Gerald E. Murch

(Notary Name): **GERALD E. MURCH**
My commission expires: **2/13/2018**



GERALD E. MURCH
MY COMMISSION # **FF 092604**
EXPIRES: **February 13, 2018**
Bonded Thru Budget Notary Services

2441171 ResCap LT 3973792

ELECTRONICALLY FILED - 2023 Aug 22 1:00 PM - CHESTER - COMMON PLEAS - CASE#2022CP1200389

201700097055
Filed for Record in
CHESTER COUNTY SC
SUE B. CARPENTER, CLERK OF COURT
10-11-2017 At 11:36:17 am.
ASSIGN HTG. 6.00
Volume L713 Page 212 - 211

Prepared by and return to:)
BROCK & SCOTT, PLLC)
3800 Fernandina Road, Suite 110)
Columbia, SC 29210)
File No.: 15-24863)
MIN # 1001464-0151300972-3)
MERS Phone No: (888) 679-6377)

ASSIGNMENT OF MORTGAGE

For valuable consideration received, the party of the first part The Bank Of New York Mellon Trust Company, NA As FHA Qualified Trustee For ResCap Liquidating Trust, its successors and assigns, 225 Liberty Street, New York, NY 10286 (hereinafter referred to as "Assignor"), as holder of the referenced mortgage, does hereby grant, assign, transfer and set over unto the said party of the second part, WVMF FUNDING, LLC, 1140 Avenue of the Americas, New York, NY 10036 (hereinafter referred to as "Assignee"), that certain mortgage executed by Ebonee D. Brown and Georgia M. Brown, in favor of Mortgage Electronic Registration Systems, Inc. as nominee for Primary Residential Mortgage, Inc., its successors and assigns, dated August 31, 2006 and recorded on September 14, 2006 in Book 1310 at Page 119, Public Records of Chester County, State of South Carolina.

WHEREAS, the undersigned Assignor has executed this Assignment of Mortgage on this 5th day of October, 2017.

[Signature]
Witness signature

TIM DUNKIN
Printed Name

[Signature]
Witness signature

KIMLY FRANCIS
Printed Name

The Bank Of New York Mellon Trust Company, NA as FHA Qualified Trustee for ResCap Liquidating Trust, its successors and assigns by LoanCare, LLC as Attorney in Fact Under a Limited Power of Attorney

Signature: [Signature]

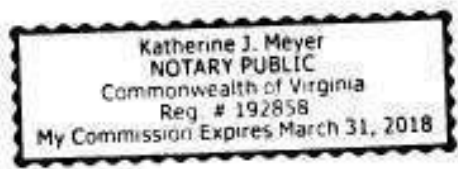
Printed Name: SHANNA SIMMONS

Title: ASSISTANT SECRETARY

THE STATE OF Virginia
CITY OF Virginia Beach

I, KATHERINE J. MEYER do hereby certify that the within-named LoanCare, LLC as Attorney in Fact Under a Limited Power of Attorney for The Bank Of New York Mellon Trust Company, NA As FHA Qualified Trustee For ResCap Liquidating Trust, by SHANNA SIMMONS (name), its ASSISTANT SECRETARY (title), personally appeared before me this 5th day of October, 2017 and acknowledged the due execution of the foregoing instrument.

[Signature]
NOTARY PUBLIC for the state of Virginia
My commission expires: 03/31/2018



Instrument Book Volume Page
2021 - 115674 MB 1876 11
ASSIGN MTG
2021 - 115674
Electronic Filing
From: Simplifile
Thru: ERX

2021 - 115674
Filed for Record in
CHESTER COUNTY, SC
Sue K. Carpenter, CLERK OF COURT
09/07/2021 09:48:34 AM
ASSIGN MTG \$10.00
Bk MB Vol 1876 Page 11 - 13

This Instrument Prepared By:
Justus Anderson
Liepold, Harrison & Associates, PLLC
1425 Greenway Drive, Suite 250
Irving, TX 75038

Return To:
Liepold, Harrison & Associates, PLLC
1425 Greenway Drive, Suite 250
Irving, TX 75038
Reference Number: 7000287819

Space Above This Line for Recorder's Use

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned holder of a Mortgage, **WVMF FUNDING, LLC**, whose address is 1251 Avenue of the Americas - 50th Fl., New York, NY 10020 (hereinafter, "Assignor"), does hereby grant, sell, assign, transfer and convey unto **WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST I**, whose address is 1600 South Douglass Road, Suite 110, Anaheim, CA 92806 (hereinafter, "Assignee"), all beneficial interest under that certain Mortgage described below, together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.


Original Lender: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
ACTING SOLELY AS NOMINEE FOR PRIMARY RESIDENTIAL
MORTGAGE, INC.
Borrower(s): EBONEE D BROWN, AN UNMARRIED WOMAN, GEORGIA
M BROWN, AN UNMARRIED WOMAN
Date of Mortgage: 8/31/2006
Original Loan Amount: \$103,377.00
Property Address: 1167 Goldmine Road
Chester, South Carolina 29706
Legal Description: See Exhibit "A" attached hereto

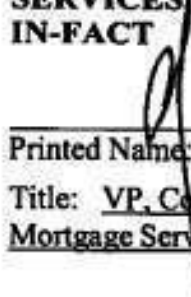
Recorded in Chester County, South Carolina, on 9/14/2006, as Document Number 000045027, at Book 01310, Page 00119.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed this date:
AUG 25 2021

Signed, sealed and delivered
in the presence of:

ASSIGNOR
WVMF FUNDING, LLC, BY
CARRINGTON MORTGAGE
SERVICES, LLC, ITS ATTORNEY-
IN-FACT


Witness Name: Marlene Jorgensen


Printed Name: Chris Lechtanski
Title: VP, Collateral Ops for Carrington
Mortgage Services, LLC


Witness Name: Tamara Romero

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

CALIFORNIA ALL - PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On AUG 25 2021 before me, Jeanette Marie Vargas, Notary Public, personally appeared, Chris Lechtanski, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Jeanette Marie Vargas



(Seal)

EXHIBIT A

MANUFACTURERS NAME: CLAYTON HOMES
MODEL: OXFORD
MODEL YEAR: 2006
MODEL NUMBER: OXFORD
SERIAL NUMBER: OHCO17718NCAB
LENGTH AND WIDTH: 76 X 33

All that certain piece, parcel, or lot of land lying, being, and situate in the State of South Carolina, County of Chester, with all improvements thereon, known as A PORTION OF Tract Seventeen (17), being 2.218 acres, more or less, as shown on a Plat of Survey for Ebonee Dee Brown drawn by Hipp Land Surveying, dated January 24, 2006, and recorded in Plat Cabinet D, Slide 86, Page 8-B, in the Office of the Clerk of Court for Chester County, South Carolina, which plat is hereby incorporated herein as part of this description and made a part hereof for a more accurate depiction of metes, bounds, courses, and distances.

DERIVATION: This being the identical property conveyed to Ebonee D. Brown by deed from Georgia M. Brown dated June 2, 2006 and recorded June 20, 2006, in Book 918 at Page 230 in the Office of the Clerk of Court for Chester County, South Carolina. Ebonee D. Brown then conveyed a $\frac{1}{4}$ interest in this property by deed recorded contemporaneously herewith this mortgage.

EXHIBIT B

STATE OF SOUTH CAROLINA

COUNTY OF CHESTER

WVMF FUNDING, LLC,

Plaintiff,

vs.

Ebonee D. Brown; Georgia A. Brown;
and South Carolina Department of Motor
Vehicles,

Defendants.

IN THE COURT OF COMMON PLEAS

Case No. 2009-CP-12-0237

ORDER OF JUDGMENT

This matter came before me at the trial of the above-captioned action, which was held on February 20, 2019. Based on the record adduced at trial, I make the following findings of fact and conclusions of law and order the relief set out below.

RULINGS ON OBJECTIONS

Mr. Dolan offered testimony, to which the Defendants objected, that Statebridge is the Plaintiff's mortgage servicing agent with respect to the mortgage account subject of this case. The basis of the Defendants' objection was that the declarations of a purported agent are insufficient, as a matter of law, to establish the existence of an agency relationship. The court permitted the testimony but reserved ruling on the question of whether the evidence adduced at the trial is sufficient to establish the servicing agency relationship. The court noted the Defendants' continuing objection to all testimony and evidence to the effect that Statebridge is the plaintiff's servicer for this loan.

Ruling: Defendants' objection is overruled.

The Plaintiff offered the following exhibits to which the Defendants objected:

A) Plaintiff's Exhibit F, which is in the form of a payoff letter from Statebridge dated

ELECTRONICALLY FILED - 2019 Dec 31 12:05 PM - CHESTER - COMMON PLEAS - CASE#2009CP1200237

ELECTRONICALLY FILED - 2023 Aug 22 1:00 PM - CHESTER - COMMON PLEAS - CASE#2022CP1200389

February 14, 2019, which Mr. Dolan testified is a summary of what Statebridge's records show as the total payoff for the subject loan and the components thereof. The Defendants objected to the admission of this exhibit on hearsay grounds, arguing that the document contains multiple levels of hearsay for which no hearsay exception had been shown. The Defendants also objected on the grounds that the Plaintiff sought admission of this document as a summary but that the document failed to comply with the requirements of Rule 1006, SCRE, arguing that the summarized data was not itself admissible and that the Defendants were not given an opportunity to inspect the summarized data or documents. The court advised that it would rule after the trial on the admissibility of this exhibit.

Ruling: Defendants' objection is overruled, and Plaintiff's Exhibit F is admitted into evidence.

B) Plaintiff's Exhibit G, which Mr. Dolan testified is an escrow disbursement summary for the subject loan that goes back to November of 2014. The Defendants made the same objections to this exhibit that they did to Exhibit F, and the court similarly advised that it would rule after the trial on the admissibility of this exhibit.

Ruling: Defendants' objection is overruled and Plaintiff's Exhibit G is admitted into evidence.

C) Plaintiff's Exhibit H, which Mr. Dolan testified is a summary of expenses charged to the subject loan that goes back to November of 2016. The Defendants made the same objections to this exhibit that they did to Exhibit F, and the court similarly advised that it would rule after the trial on the admissibility of this exhibit.

Ruling: Defendants' objection is overruled and Plaintiff's Exhibit H is admitted into evidence.

RULING ON DEFENDANTS' MOTION FOR NONSUIT

At the conclusion of the Plaintiff's case, and the Defendants moved for a nonsuit. The court asked that this motion be made in writing following the trial, to be addressed in written submissions to be filed by the Plaintiff and the Defendants.

Ruling: Defendants' Motion for Nonsuit is denied.

PROCEDURAL HISTORY

The original plaintiff in this case, GMAC Mortgage LLC, filed the Summons and Complaint in this mortgage foreclosure action on April 14, 2009. An Order of Reference was filed on July 6, 2009, that purported to refer this case to Milton E. Hamilton as Special Referee, and he entered a judgment of foreclosure filed on October 5, 2009, and an order filed on February 9, 2010, stating that it supplemented the previous order rendering judgment of foreclosure. Defendants Ebonee and Georgia Brown (hereinafter "the Defendants") moved for relief from the foreclosure judgment, and that judgment was vacated by order filed June 7, 2012, on the grounds that the Order of Reference was void because the case was stayed by the Supreme Court's mortgage foreclosure action administrative order, In re: Mortgage Foreclosure Actions, 396 S.C. 209, 720 S.E.2d 908 (2011) (South Carolina Supreme Court Administrative Order 2011-05-02-01) (hereinafter "the Administrative Order"), at the time the Order of Reference was filed. That Special Referee concluded that he had no jurisdiction because the case had never actually been referred to him.

The Plaintiff filed an Amended Summons and Amended Complaint on July 17, 2009, again seeking mortgage foreclosure as relief in this case. In connection with their motion for relief from the judgment, the Defendants served and filed an Answer and Counterclaim on March 23, 2010. The Plaintiff filed a notice of right to foreclosure intervention on June 17, 2011, and

filed a certificate of compliance with the Administrative Order on January 30, 2012. The Plaintiff filed another certificate of compliance with the Administrative Order on December 27, 2012. The Plaintiff (at that time, GMAC Mortgage LLC) and the Defendants entered into a consent order filed on October 25, 2012, in which the parties agreed that none of them were in default of the other's pleadings. The Plaintiff filed a reply to the Defendants' counterclaims on November 7, 2012.

As shown by the notice filed on October 23, 2012, GMAC Mortgage LLC filed for Chapter 11 bankruptcy protection. This stayed and, ultimately, discharged the Defendants' counterclaims, as the parties agreed. This left the Plaintiff's foreclosure claim and the Defendants' affirmative defenses of estoppel, accord and satisfaction, waiver, failure to mitigate damages, and unclean hands as the issues framed by the pleadings in the case.

By order filed June 30, 2014, Ocwen Loan Servicing, LLC was substituted for GMAC Mortgage LLC as the Plaintiff. This case was referred to me by Order of Reference filed August 17, 2015.

The Plaintiff's then-counsel set trial for December 1, 2015. Plaintiff's counsel appeared at that hearing with no witnesses to offer any testimony on the Plaintiff's behalf. The Defendants' counsel also appeared at that time. The court continued the case, because the Plaintiff was not ready to proceed.

By order filed December 18, 2017, WVMF Funding, LLC was substituted as the Plaintiff.

In December of 2017, in response to inquiries by the Chester County Clerk of Court about the age of this case and when resolution of it should be expected, I began directing the Plaintiff, through its counsel, to settle this case, dismiss it, or set it for trial. That was not done in a timely fashion. The Plaintiff did get a trial set in November of 2018, but it was continued because the

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Plaintiff did not serve notice of the hearing on all parties. When trial was finally set for February 20, 2019, the Plaintiff failed to provide a court reporter.

Trial was held at the office of the undersigned Special Referee in Lancaster, South Carolina, by consent. No court reporter was present, but the parties elected to go forward with trial anyway, in light of the age of this case. Accordingly, the parties later jointly submitted a record of hearing for the trial. Present at the trial were the special referee, Plaintiff's counsel (Jonathan M. Riddle, then of Stern & Eisenberg Southern, PC¹), the Defendants' counsel (Andrew S. Radeker, Esquire), the Defendants, and Mr. Michael Dolan, an officer of Statebridge Company, LLC (hereinafter "Statebridge"), a company that performs mortgage loan servicing. Despite due notice being provided, no one attended on behalf of Defendant South Carolina Department of Motor Vehicles.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The Lis Pendens, Summons and Complaint, as amended, and Answer have been filed as set forth above and evidenced in the file.
2. Service was made upon the Defendants named in this Order as is shown by the proofs of service filed herein.
3. The court has jurisdiction of the parties and subject matter.
4. All of the Defendants herein and/or attorneys of record were notified of the time, date and place of the hearing in this matter.
5. According the Affidavit filed herein the Defendants are not in the Military Service of the United States of America, as contemplated under the Servicemembers Civil Relief Act (2003), and any amendments thereto.
6. For value received, Ebonee D. Brown and Georgia M. Brown, executed and delivered

¹ Mr. Riddle now longer works for this firm. This firm also no longer represents the Plaintiff in this case.



a Note dated August 31, 2006, promising thereby to pay to the order of Primary Residential Mortgage, Inc., the sum of \$103,377.00, together with interest pursuant to the terms of the Note and any extensions, amendments, or modifications thereto. Other terms and conditions are stated in the Note, which is of record herein.

7. To better secure the payment of the note described above, the said Ebonee D. Brown and Georgia M. Brown made, executed and delivered to Mortgage Electronic Registration Systems, Inc., as nominee for Primary Residential Mortgage, Inc., a Mortgage in writing, dated August 31, 2006, covering real property in Chester County, South Carolina, which is the same as that described in the Complaint. The Mortgage was filed on September 14, 2006, and is of record in the Office of the Register of Deed for Chester County, South Carolina in Book 01310, at Page 00119.

8. This Mortgage constitutes a first mortgage lien on the subject property.

9. By Assignment of Mortgage dated April 15, 2009, and recorded May 19, 2009, in Book 1443, at Page 221, in the Office of the Register of Deeds for Chester County, South Carolina, Mortgage Electronic Registration Systems, Inc., acting as nominee for Primary Residential Mortgage, Inc. assigned the subject Mortgage to GMAC Mortgage, LLC.

10. By Assignment of Mortgage dated March 23, 2015, and recorded April 8, 2015, in Book 1629, at Page 95, in the Office of the Register of Deeds for Chester County, South Carolina, GMAC Mortgage, LLC assigned the subject Mortgage to The Bank of New York Mellon Trust Company, NA, as FHA Qualified Trustee for ResCap Liquidating Trust.

11. By Assignment of Mortgage dated October 5, 2017, and recorded October 11, 2017, in Book 1713, at Page 212, in the Office of the Register of Deeds for Chester County, South Carolina, The Bank of New York Mellon Trust, NA as FHA Qualified Trustee for ResCap



Liquidating Trust, its successors and assigns, assigned the subject Mortgage to WVMF Funding, LLC, the present holder lienholder and Plaintiff herein.

12. The titleholders of record in and to the subject property as of the filing of the Lis Pendens is Ebonee D. Brown and Georgia M. Brown.

13. Payment due on the Note has not been made as provided for therein, and Plaintiff's predecessors, and Plaintiff, as the holder, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of an attorney for collection.

14. During or around the end of October in 2009, originally set up over the phone and as embodied in the Foreclosure Repayment Agreement (the "Agreement") document (Defendant's Exhibit A), the Defendants entered into the Agreement with GMAC Mortgage, which was then the Plaintiff in this case, under which the Plaintiff agreed to suspend foreclosure activity on the subject mortgage loan account, provided the Defendants made the payments under the Agreement. The Agreement provided, among other things, that "[i]n the event we do not receive timely payment called for under this Agreement, Lender may, without further notice to Customer, undertake or continue collection or foreclosure activities."

15. The Agreement called for the Defendants to make seven total payments, which would cure the arrearage on the subject account. The first six of the payments were agreed to be in to amount of \$815.89 each, and the last one was to be in the amount of \$15,631.48. The Agreement called for the first payment to be made on or before November 9, 2009, and the due date for each following payment was the ninth day of each succeeding month, with the last payment of \$15,631.48 due on May 9, 2010.

16. On October 28, 2009, the Defendants made the first of the payments due under the

Agreement, the payment due November 9, 2009.

17. On November 18, 2009, the Defendants made the second payment due under the Agreement, the payment due December 9, 2009.

18. On December 7, 2009, the Defendants made the third payment due under the Agreement, the payment due January 9, 2010.

19. None of the payments have been returned to the Defendant.

20. In its December 4, 2009, letter, the Plaintiff communicated to the Defendants that the Plaintiff no longer considered the Agreement to be in effect, stating, incorrectly, that that “[t]he repayment plan we previously established at your request has been canceled” because “[t]he payment was not received by the payment due date as specified in the signed repayment agreement.” At that time, the Plaintiff resumed its collection activities through the foreclosure action. The Defendants performed their obligations under the Agreement until they learned from the Plaintiff that the Plaintiff repudiated the continued existence of the Agreement.

21. Following the Order, filed June 12, 2012, that vacated the foreclosure judgment in this case, the Plaintiff has failed to prosecute its foreclosure claim. Even after substitution of new parties as the Plaintiff, neither of which were in bankruptcy, neither of these new Plaintiff parties took any significant action to advance this case or bring it to resolution – even after being directed by the undersigned to do so. The court takes judicial notice that final hearings – i.e., trials – in foreclosure cases are typically set at the instance of the plaintiff. In this case, the Plaintiff allowed several years-long stretches of time to go by without taking any action to have trial set. In 2015, the Plaintiff did set a trial date, but, on the date set, Plaintiff’s counsel appeared without a witness and wholly unprepared to try the case. Nothing in the record reveals a good

reason for the Plaintiff's delay in advancing the case. The accrual of interest over these years of delay by the Plaintiff constitutes significant prejudice to the Defendants.

22. The Defendants' affirmative defenses pled in this case are estoppel, accord and satisfaction, waiver, failure to mitigate damages, and unclean hands.

23. The Plaintiff violated and repudiated the Agreement, and that accordingly affords the Defendants grounds for relief. "The elements of an accord and satisfaction are the Agreement between the parties to settle a dispute (the accord), and the payment of the consideration expressed in the accord (the satisfaction)." Fanning v. Hicks, 284 S.C. 456, 458, 327 S.E.2d 342 (1985). Unclean hands "must be understood to refer to some misconduct in regard to the matter in litigation of which the opposite party can, in good conscience, complain in a Court of equity." Arnold v. City of Spartanburg, 201 S.C. 523, 23 S.E.2d 735, 738 (1943). The Defendants are entitled to relief under these defenses.

24. The acceleration of the debt would have entitled the Plaintiff to demand the entirety of the debt rather than partial payments. See, e.g., See Southern Atlantic Financial Services, Inc. v. Middleton, 356 S.C. 444, 590 S.E.2d 27 (2003). Instead, the Plaintiff and the Defendants agreed to and entered into the Agreement, and the Defendants paid under that Agreement until the Plaintiff repudiated it. This constitutes an accord and satisfaction. See Fanning, 284 S.C. at 458. The Plaintiff's repudiation of the Agreement was wrongful and violated the Agreement. The Plaintiff's incorrect refusal to honor the Agreement any longer prevented the Defendants from complying with it. This does not excuse the Plaintiff's failure to perform its end of the bargain, and the Plaintiff remains bound by the Agreement despite the fact that the Defendants, in light of the Plaintiff's repudiation, have not made the remainder of the payments by the dues dates set out in the Agreement. Helms Realty, Inc. v. Gibson-Wall Co., 363 S.C. 334, 611 S.E.2d 485, 487 n.

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2 (2005); Dixon v. Dixon, 362 S.C. 388, 397, 608 S.E.2d 849 (2005); U.S. for the Use & Benefit of Williams Elec. Co., Inc. v. Metric Constructors, Inc., 325 S.C. 129, 134, 480 S.E.2d 447, 449 (1996); Shannon v. Freeman, 117 S.C. 480, 109 S.E. 406, 409 (1921); Champion v. Whaley, 280 S.C. 116, 120, 311 S.E.2d 404, 406 (Ct. App. 1984); Continental Mrtg. Investors v. Quail Run Assocs., 280 S.C. 409, 417, 312 S.E.2d 272 (Ct. App. 1984); Int'l. Wood Processors v. Power Dry, Inc., 593 F. Supp. 710, 728 (D.S.C. 1984). "Where a party's performance is prevented by the other party to the contract, the first party's nonperformance is excused and does not constitute a breach." Int'l. Wood Processors, 593 F. Supp. at 728.

25. Further, our Supreme Court has recognized the inherent unfairness in one party to an agreement preventing performance by the other, which is what the Plaintiff did to the Defendants here. U.S. for the Use & Benefit of Williams Elec. Co., 325 S.C. at 134. This constitutes unclean hands on the part of the Plaintiff. Arnold, 23 S.E.2d at 738. The substitution of a different party as Plaintiff under Rule 25, SCRPC, did not change that.

26. In addition, the Administrative Order, which applies to all mortgage foreclosure actions, including this one, provides, in pertinent part, as follows:

In the event that the Mortgagor and Mortgagee agree on any loan modification or other loss mitigation plan ("Agreement"), such Agreement shall be reduced to writing, executed by the Mortgagor and Mortgagee, and served on all parties in the case.

...

If the Mortgagor shall be in compliance with the terms of the Agreement after 90 days, the Mortgagee's attorney shall promptly file a notice of dismissal of the action without prejudice, and the case will be dismissed. Such notice of dismissal shall be served on all parties to the action.

The Court having jurisdiction over the foreclosure action shall hear and determine any dispute concerning any party's compliance with this order, including without limitation, the failure of any party to act in good faith in

complying with the terms of this order. In the event the Court determines that any party to the foreclosure action, or their acting agent, has failed to comply with the terms of this order, or has not attempted to reach an Agreement for foreclosure intervention in good faith, the Court may, in its discretion, impose such sanctions as it determines to be reasonable and just under the circumstances, including without limitation, the assessment of reasonable attorneys' fees and costs against the culpable party.

In re: Mortgage Foreclosures, 396 S.C. at 211, 213-14 (emphasis added).

27. In addition, Rule 41(b), SCRPC, provides for dismissal “[f]or failure of the plaintiff to prosecute or to comply with these rules or any order of court[.]” Here, the Plaintiff violated the Administrative Order by not dismissing this action once 90 days passed from the Defendants’ entry into and compliance with the Foreclosure Repayment Agreement. In re: Mortgage Foreclosures, 396 S.C. at 211, 213-14. In addition, the Plaintiff failed to prosecute its foreclosure claim. McComas v. Ross, 368 S.C. 59, 626 S.E.2d 902 (Ct. App. 2006). Under McComas, dismissal for failure to prosecute is analyzed under a four-factor analysis: “(1) the plaintiff’s degree of personal responsibility; (2) the amount of prejudice caused by the defendant; (3) the presence of a drawn out history of deliberately proceeding in a dilatory fashion; and (4) the effectiveness of sanctions less drastic than dismissal.” Id. As detailed above in this order’s findings of fact, the first three factors weigh in favor of dismissal. The fourth one does as well. Especially in light of the Plaintiff’s obligation to dismiss this case long ago under the Administrative Order, dismissal is the appropriate sanction. As this case has been tried and will not continue, it also appears that there are no other effective sanctions available.

28. The Agreement, was a binding agreement between the holder of the Note, Plaintiff’s predecessor, GMAC Mortgage, LLC and now, the Plaintiff, and the Defendants.

29. The Defendants complied with the terms of the Agreement, until the Plaintiff’s

processor GMAC repudiated it.

30. In view of Plaintiff's repudiation, without cause or justification, of the Agreement it, as well as for reasons further discussed in the conclusions of law in this order, the court finds that the Agreement should be and is hereby determined to be in full force and effect, with the following modifications:

A. The total outstanding debt under the Note and secured by the Mortgage is the sum \$134,817.61 (the "Debt"), consisting of \$101,190.39 in principal, plus \$33,627.22 in past escrow advances;

B. Interest on the Debt shall accrue at the rate set forth in the Note commencing on the date of this Order;

C. Payments under the Agreement in the amount of \$815.80 shall be made by the Defendants beginning on February 1, 2020, and shall continue on the 1st day of March, April, May, June, and July, 2020, provided Defendants have made and shall be given credit by the Plaintiff as payments made and applied against the Debt for the payments of February 1, March 1, and April 1, 2020. Defendants shall make a payment of \$15,631.40 on or before August 1, 2020, after which Defendants shall be considered in default in the payment of principal and interest under the Note and Mortgage.

D. Escrow items accruing after the date of this Order shall be paid by the Defendants Brown as required by and under the terms of the Note and Mortgage.

NOW THEREFORE IT IS ORDERED:

1. In light of the evidence adduced at trial, the Plaintiff's actions and inactions, and the

Handwritten signature and date: [Signature] 12

terms of the Agreement, the Debt owed by the Defendants to the Plaintiff is \$134,817.61, consisting of \$101,190.39 in principal and \$33,627.22 in past escrow advances, and all other debt component amounts claimed by the Plaintiff are disallowed and not part of the Debt owed to the Plaintiff;

2. Interest on the Debt shall accrue at the rate set forth in the Note commencing on the date of this Order;

3. the Agreement be and is hereby determined to be in full force and effect, with the following modifications:

(a) The total outstanding debt under the Note and secured by the Mortgage is the sum \$134,817.61 (the "Debt"), consisting of \$101,190.39 in principal, plus \$33,627.22 in past escrow advances;

(b) Interest on the Debt shall accrue at the rate set forth in the Note commencing on the date of this Order;

(c) Payments under the Agreement in the amount of \$815.80 shall be made by the Defendants beginning on February 1, 2020, and shall continue on the 1st day of March, April, May, June, and July, 2020, provided Defendants have made and shall be given credit by the Plaintiff as payments made and applied against the Debt for the payments of February 1, March 1, and April 1, 2020. Defendants shall make a payment of \$15,631.40 on or before August 1, 2020, after which Defendants shall be considered in default in the payment of principal and interest and for the term as set forth in the Note and Mortgage, as the same may have been previously modified.

(d) Escrow items accruing after the date of this Order shall be paid by the Defendants

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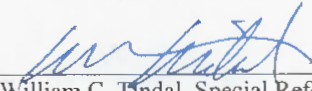
as required by and under the terms of the Note and Mortgage, as the same may have been previously modified.

4. That the Plaintiff's claim for mortgage foreclosure be and is hereby is dismissed, without prejudice, for failure to prosecute and in accordance with the Administrative Order.

IT IS SO ORDERED.

January 31, 2019

Lancaster, South Carolina



William C. Tindal, Special Referee



EXHIBIT C



3550 Engineering Drive | Suite 260 | Peachtree Corners, GA 30092
Office: 404-474-7149 | Fax: 404-745-8121

July 22, 2022

Ebonee D Brown
Georgia M Brown
c/o Andrew Sims Radeker
Law Office of Harrison, Radeker & Smith, PA
923 Calhoun Street
Columbia, SC 29201

RE: Our File No: SC2021-00524
Borrower(s): Ebonee D Brown and Georgia M Brown
Property Address: 1167 Goldmine Rd, Chester, SC 29706
Account Number: XXXXXX0524

Dear Sir(s) and/or Madam(s):

You are in default on the above-referenced account. A payment has not been received for the August 1, 2020 payment that was due per the Order of Judgment dated January 31, 2019 and entered on December 31, 2019 in Case Number 2009CP1200237 (“Order”) and succeeding payments of principal and interest are now required by the Note executed on August 31, 2006. The Note is secured by a Security Instrument on the property located at 1167 Goldmine Rd, Chester, SC 29706.

Under the terms and conditions of the Note and Security Instrument you are hereby notified of the following:

1. You are in default because you have failed to pay the required payments due pursuant to the Order and succeeding monthly installments. As of the date hereof, a total of \$58,418.19 is due on the loan, which includes: past due payments, accrued interest, escrow (if applicable), late charges (if any), and any additional fees.
2. To cure the default, you must pay the past due amount to Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust I within 35 days from the date

*****THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE RECEIVED A DISCHARGE IN A CHAPTER 7 BANKRUPTCY, WE ARE AWARE YOU ARE NOT PERSONALLY OBLIGATED FOR THIS DEBT AND THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY.*****

Record on Appeal p. 068

of this letter. Any additional monthly payments and charges that fall due within the next 35 days must also be paid to bring your account current. In order to verify the total amount due, please contact 404-474-7149 prior to submitting funds. You must send certified funds (certified check, cashier's check, or money order) to:

Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust I
c/o Carrington Mortgage Services, LLC
1600 S. Douglass Road, Ste 200-A
Anaheim, CA 92806

3. Your failure to cure the default within 35 days of the date of this letter may result in acceleration of the sums secured by said Security Instrument and a foreclosure sale of your property, as well as other remedies to the Lender;
4. You have the right to reinstate the loan after acceleration in accordance with the terms of the Note and Security Instrument; and
5. You have the right to bring a court action to assert the non-existence of a default or any other legal defense to acceleration and sale.

Respectfully,

McMichael Taylor Gray, LLC

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE RECEIVED A DISCHARGE IN A CHAPTER 7 BANKRUPTCY, WE ARE AWARE YOU ARE NOT PERSONALLY OBLIGATED FOR THIS DEBT AND THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY.

EXHIBIT D

AFFIDAVIT OF SERVICE

ELECTRONICALLY FILED - 2022 Sep 29 3:00 PM - CHESTER - COMMON PLEAS - CASE#2022CP1200389

Case: 2022-CP-12-00389	Court: In the Court of Common Pleas	County: Chester, SC	Job: 7632540 (G. Brown)
Plaintiff / Petitioner: Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust I		Defendant / Respondent: Eboney D. Brown, Georgia M. Brown, South Carolina Department of Motor Vehicles	
Received by: Whitesell Investigative Services Inc		For: McMichael Taylor Gray LLC	
To be served upon: Georgia M. Brown		Court Date:	

I, Benjamin Lewis, being duly sworn, depose and say: I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to make service of the documents and informed said person of the contents herein

Recipient Name / Address: Georgia M. Brown, 1167 Goldmine Rd, Chester, SC 29706

Manner of Service: Personal/Individual, Sep 12, 2022, 9:22 am EDT

Documents: Notice of Foreclosure Intervention, Lis Pendens, Summons, Complaint, Certification of Compliance with the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Received Sep 9, 2022 at 12:25pm EDT)

Additional Comments:

1) Successful Attempt: Sep 12, 2022, 9:22 am EDT at 1167 Goldmine Rd, Chester, SC 29706 received by Georgia M. Brown. Age: 65; Ethnicity: African American; Gender: Female; Weight: 200; Height: 5'8"; Hair: Black; Other: No glasses; Married; Non-Military ; Attempted service at the address provided. I made contact with Georgia M. Brown who confirmed her identity and accepted service without incident.

Subscribed and sworn to before me by the affiant who is personally known to me.


Benjamin Lewis

09/13/2022
Date


Notary Public
9.13.2022 06.24.2032
Date Commission Expires

Whitesell Process Service
PO Box 2511
Rock Hill, SC 29732
803-327-6974 Opt. 2



AFFIDAVIT OF SERVICE


Case: 2022-CP-12-00389	Court: In the Court of Common Pleas	County: Chester, SC	Job: 7632522 (E. Brown)
Plaintiff / Petitioner: Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust I		Defendant / Respondent: Eboney D. Brown, Georgia M. Brown, South Carolina Department of Motor Vehicles	
Received by: Whitesell Investigative Services Inc		For: McMichael Taylor Gray LLC	
To be served upon: Eboney D. Brown		Court Date:	

I, Benjamin Lewis, being duly sworn, depose and say: I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to make service of the documents and informed said person of the contents herein

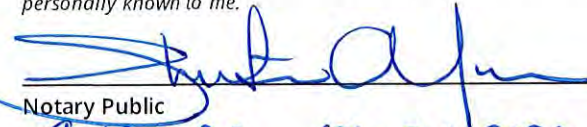
Recipient Name / Address: Georgia M. Brown, 1167 Goldmine Rd, Chester, SC 29706
Manner of Service: Substitute Service - Abode, Sep 12, 2022, 9:22 am EDT
Documents: Notice of Foreclosure Intervention, Lis Pendens, Summons, Complaint, Certification of Compliance with the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Received Sep 9, 2022 at 12:25pm EDT)

Additional Comments:
 1) Successful Attempt: Sep 12, 2022, 9:22 am EDT at 1167 Goldmine Rd, Chester, SC 29706 received by Georgia M. Brown. Age: 65; Ethnicity: African American; Gender: Female; Weight: 200; Height: 5'8"; Hair: Black; Relationship: Mother; Other: No glasses; Married; Non-Military ; Attempted service at the address provided. I made contact with Georgia M. Brown, mother and co-resident of the subject. She accepted service on her behalf at the shared residence.

Subscribed and sworn to before me by the affiant who is personally known to me.


 Benjamin Lewis
 Whitesell Process Service
 PO Box 2511
 Rock Hill, SC 29732
 803-327-6974 Opt. 2

09/13/2022
 Date


 Notary Public
 9.13.2022 06.24.2032
 Date Commission Expires



ELECTRONICALLY FILED - 2022 Sep 29 3:00 PM - CHESTER - COMMON PLEAS - CASE#2022CP1200389

EXHIBIT E

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS
CASE NO.: 2022-CP-12-00389

Wilmington Savings Fund Society FSB as
Trustee of Stanwich Mortgage Loan Trust I;

AFFIDAVIT OF INDEBTEDNESS

Plaintiff,

v.

Ebonee D. Brown; Georgia M. Brown; South
Carolina Department of Motor Vehicles,
Defendants.

BEFORE ME, personally appeared, the Affiant, who, being duly sworn, deposes and says, upon personal knowledge that:

1. I am a VP Collateral Operations for Carrington Mortgage Services, LLC ("Carrington"), the duly authorized servicer for the plaintiff, Wilmington Savings Fund Society FSB as Trustee of Stanwich Mortgage Loan Trust I (the "Plaintiff").

2. I have personal knowledge of the facts and matters recited herein and am authorized by Carrington and the Plaintiff to execute this affidavit and to make the representations contained herein.

3. In the regular performance of my job functions, I am familiar with business records maintained by Carrington for the purpose of servicing mortgage loans, which include data compilations, electronically imaged documents, and others. These records also include documents generated and received from the Plaintiff in connection with the subject mortgage loan, which records were reviewed for accuracy and incorporated into Carrington's business record keeping process. The above-described records are made at or near the time by, or from information provided by, persons with knowledge of the activity and transactions reflected in such records and are kept in the regular course of business activity conducted by Carrington. It is the regular practice of Carrington's mortgage servicing business to make and rely on these records. In connection with making this affidavit, I have acquired personal knowledge of the matters stated in this affidavit by confirming the information to the best of my knowledge, information and belief, and/or by examining the business records relating to the subject mortgage loan, including those received from the Plaintiff, which are reviewed, incorporated into Carrington's business records, and regularly relied upon in the normal course of business.

4. I submit this affidavit as verification of the veracity of the allegations in the complaint.

5. On August 31, 2006, Defendants Ebonee D. Brown and Georgia M. Brown borrowed \$103,377.00 from Primary Residential Mortgage, Inc., and executed and delivered a promissory note to Primary Residential Mortgage, Inc. to memorialize the terms of the debt. A true and accurate copy of the note is attached as **Exhibit "1."**

6. As security for the repayment of this debt, Defendants Ebonee D. Brown and Georgia M. Brown executed and delivered a mortgage against their real property known as and located at 1167 Goldmine Road Chester SC 29706; Parcel Number # 058-00-00199-000 (the "Property"), to Mortgage Electronic Registration Systems, Inc. as nominee for Primary Residential Mortgage, Inc., its successors and assigns. The mortgage was recorded in the public records of Chester County on September 14, 2006, in Book 01310 at Page 00119. A true and accurate copy of the mortgage is attached as **Exhibit "2."**

7. The mortgage loan was subsequently transferred and delivered to plaintiff, which is the current owner and holder of the mortgage loan when this lawsuit was commenced on September 2, 2022.

8. Ebonee D. Brown and Georgia M. Brown defaulted under the note and Order of Judgment dated January 31, 2019 and entered on December 31, 2019 in Case Number 2009CP1200237 by failing to make the payments due on August 1, 2020, and thereafter, which was an event of default on the mortgage signed by Ebonee D. Brown and Georgia M. Brown. Attached as **Exhibit "3"** is the business record I consulted that demonstrates the default.

9. Based on this default, the mortgage loan was, and is, accelerated and fully due and owing, as set forth below.

10. The current outstanding balance due on the note and mortgage, good through August 1, 2023, is \$182,621.98, which is comprised of:

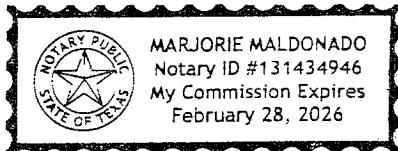
- unpaid principal of \$100,549.98,
- interest of \$19,607.40, through August 1, 2023, plus \$18.155 in per diem interest thereafter at 6.5%,
- Escrow balance of \$43,065.56
- Suspense Balance of (\$0.80)
- Deferred balance for August 2020 payment of \$13,184.00
- Attorney Fees and Costs through July 31, 2023 in the amount of \$6,215.84.

11. The Plaintiff retained the law offices of McMichael Taylor Gray, LLC to represent it in this action, and agreed to pay a reasonable attorneys' fee for services rendered by the law firm.

Carrington Mortgage Services, LLC as servicer and attorney in fact for Wilmington Savings Fund Society FSB as Trustee of Stanwich Mortgage Loan Trust I

By: [Signature]
Name: Chris Lechtanski, VP, Collateral Operations
for Carrington Mortgage Services, LLC Attorney in Fact
Title: _____
Dated: AUG 01 2023

The foregoing instrument was acknowledged and sworn before me on this 1st day of August, 2023, by Chris Lechtanski as VP, Collateral Operations for Carrington Mortgage Services, LLC, servicer and attorney in fact for Wilmington Savings Fund Society FSB as Trustee of Stanwich Mortgage Loan Trust I, who is personally known to me or has produced _____ as identification.



Marjorie Maldonado
Notary Public, State of Texas

1167 GOLDMINE ROAD, CHESTER, SOUTH CAROLINA 29706

[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means PRIMARY RESIDENTIAL MORTGAGE INC. and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of One Hundred Three Thousand Three Hundred Seventy Seven And 00/100 Dollars (U.S. \$ 103,377.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of Six and One Half percent (6.500%) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on October 1, 2006. Any principal and interest remaining on the first day of September, 2036 will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at 4750 WEST WILEY POST WAY #200, SALT LAKE CITY, UTAH 84116 or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 653.41. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

[] Graduated Payment Allonge [] Growing Equity Allonge [] Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of Four percent (4.00%) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

Record on Appeal p. 075

MB

ELECTRONICALLY FILED - 2022 Aug 22 1:00 PM - CHESTER COMMON PLEAS CASE#2022CP1200389

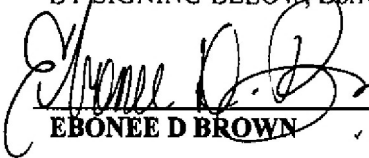
Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

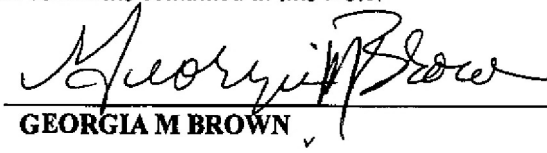
9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.



EBONEE D BROWN (Seal)
-Borrower



GEORGIA M BROWN (Seal)
-Borrower

Social Security No.: 

Social Security No.: 

(Seal)
-Borrower

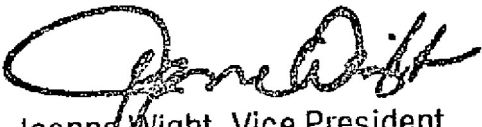
(Seal)
-Borrower

Pay to the order of:
~~Without Recourse~~

Pay to the Order of
GMAC Mortgage Corporation
Without Recourse

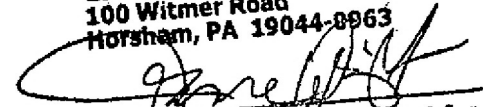
By: 

SADIE YOUNG
VICE PRESIDENT


Joanne Wight, Vice President
Acting Agent for GMAC Bank

PAY TO THE ORDER OF WITHOUT RECOURSE:
GMAC Bank
100 Witmer Road
Horsham, PA 19044-8963

PAY TO THE ORDER OF
WITHOUT RECOURSE
GMAC MORTGAGE CORPORATION



Joanne Wight, Vice President, agent for



K. Doherty
Limited Signing Officer

Primary Residential
Mortgage, Inc

ELECTRONICALLY FILED - 2023 Aug 22 1:00 PM - CHESTER - COMMON PLEAS - CASE#2022CP1200389



FHA Loan? Y/N	Y	N	Y
To Exclude Amount Place "X" to the right of the Amount			
Account Number:			8/1/2023
Good Through:			\$100,549.98
Principal:			19,607.40
Interest:			8/1/2023
Interest From:			8/1/2023
Interest To:			6.500%
Last Interest Rate:			18.155
Per Diem:			43,065.56
Escrow Balance:			
FHA Premium Due HUD:			
Late Charges:			
NSF Fee:			
Speed Pay Fee:			
Corporate Advance:			325.00
Expense Advance:			5,890.84
Deferred Amount:			13,184.00
Unapplied/Suspense:			(0.80)
Additional Escrow: "Tax"			
Additional Escrow: "Haz"			
Other:			
Total:			\$ 182,621.98

Interest Calculations: 8/1/2020 \$ 19,607.40 7/1/2023 6.5 \$ 19,062.75
 7/1/2023 7/1/2023 8/1/2023 5.9 \$ 544.65

Corporate Advance:	\$ 325.00	FCL TITLE SERVICES
Expense Advance:	\$ 5,890.84	
9/22/2022	\$ 180.32	Filing Fees
9/22/2022	\$ 570.00	FCL Attorney Fees
9/22/2022	\$ 9.64	FCL Certified Mail Fees
12/13/2022	\$ 855.00	FCL Attorney Fees
12/13/2022	\$ 2.26	FCL Certified Mail Fees
12/13/2022	\$ 6.00	FCL Proceedings Costs
12/14/2022	\$ 570.00	FCL Attorney Fees
12/14/2022	\$ 7.62	FCL Certified Mail Fees
12/14/2022	\$ 52.50	FCL Proceedings Costs
1/26/2023	\$ 67.50	FCL Attorney Fees
1/26/2023	\$ 90.00	FCL Attorney Fees
2/16/2023	\$ 1,800.00	FCL Attorney Fees

4/14/2023 \$ 225.00 FCL Attorney Fees
 4/14/2023 \$ 225.00 FCL Attorney Fees
 5/10/2023 \$ 1,125.00 FCL Attorney Fees
 6/5/2023 \$ 105.00 FCL Service Costs

DATE	DESCRIPTION	DEPOSIT	DISBURSEMENT	ESC BALANCE
	Escrow Balance: \$ 43,065.56			
05/02/2018	I STARTING BALANCE FROM PRIOR SERVER			(\$31,862.46)
05/03/2018	FHA Insurance		(\$34.63)	(\$31,897.09)
05/03/2018	FHA Insurance		(\$34.63)	(\$31,931.72)
06/04/2018	FHA Insurance		(\$34.63)	(\$31,966.35)
07/05/2018	FHA Insurance		(\$34.63)	(\$32,000.98)
08/06/2018	FHA Insurance		(\$34.63)	(\$32,035.61)
09/05/2018	FHA Insurance		(\$34.63)	(\$32,070.24)
12/19/2018	Hazard Insurance		(\$653.37)	(\$32,723.61)
01/03/2019	County Tax		(\$837.42)	(\$33,561.03)
01/18/2019	Hazard Insurance		(\$66.19)	(\$33,627.22)
02/25/2019	Hazard Insurance		(\$58.78)	(\$33,687.00)
03/28/2019	Refund From Hazard Insurance	\$8.54		(\$33,678.46)
04/02/2019	Hazard Insurance		(\$3,514.00)	(\$37,192.46)
01/02/2020	County Tax		(\$909.43)	(\$38,101.89)
01/31/2020	Regular Payment	\$162.39		(\$37,939.50)
02/12/2020	Hazard Insurance		(\$3,573.00)	(\$41,512.50)
02/24/2020	Refund From Hazard Insurance	\$770.80		(\$40,741.70)
03/09/2020	Regular Payment	\$162.39		(\$40,579.31)
07/03/2020	Regular Payment	\$162.39		(\$40,416.92)
07/03/2020	Regular Payment	\$162.39		(\$40,254.53)
07/03/2020	Regular Payment	\$162.39		(\$40,092.14)
07/03/2020	Regular Payment	\$162.39		(\$39,929.75)
12/11/2020	County Tax		(\$914.59)	(\$40,844.34)
02/02/2021	Hazard Insurance		(\$2,950.00)	(\$43,794.34)
02/23/2021	Refund From County Tax	\$914.59		(\$42,879.75)
03/30/2021	Hazard Insurance		(\$180.00)	(\$43,059.75)
03/31/2021	Hazard Insurance		(\$90.00)	(\$43,149.75)
04/06/2021	Hazard Insurance		(\$1,385.00)	(\$44,534.75)
04/07/2021	Refund From Hazard Insurance	\$84.19		(\$44,450.56)
04/22/2021	Refund From Hazard Insurance	\$1,389.00		(\$43,061.56)
12/14/2021	County Tax		(\$82.99)	(\$44,018.55)
02/15/2022	Refund From County Tax	\$952.99		(\$43,065.56)
02/28/2022	Hazard Insurance		(\$1,434.00)	(\$44,499.56)
05/06/2022	Refund From Hazard Insurance	\$1,434.00		(\$43,065.56)
12/16/2022	County Tax		(\$44,105.48)	(\$44,105.48)
02/15/2023	Hazard Insurance		(\$45,539.48)	(\$45,539.48)
03/09/2023	Refund From County Tax	\$1,039.92		(\$44,499.56)
04/24/2023	Refund From Hazard Insurance	\$1,434.00		(\$43,065.56)

30
15

EXHIBIT A

30

1146401
06-657

000045027 Bk: 01310 Ps: 00119

FILED, RECORDED, INDEXED
09/14/2006 03:19:18PM
Rec Fee: 21.00 St Fees 0.00
Co Fee: 0.00 Post: 15
Clerk of Court, Chester County, SC
Sue K. Carpenter

When Recorded Return to:
PRIMARY RESIDENTIAL MORTGAGE INC.
4750 WEST WILEY POST WAY #200
SALT LAKE CITY, UTAH 84116
Attn: SHIPPING DEPT./DOC. CONTROL



[Space Above This Line For Recording Data]

State of South Carolina

MORTGAGE

FHA Case No.
[Redacted]

MIN [Redacted]
MERS TELEPHONE: (888) 679-6377

THIS MORTGAGE ("Security Instrument") is given on **August 31, 2006**. The Mortgagor is **EBONEE D BROWN, AN UNMARRIED WOMAN, GEORGIA M BROWN, AN UNMARRIED WOMAN**. ("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. **PRIMARY RESIDENTIAL MORTGAGE INC.**, ("Lender") is organized and existing under the laws of the **State of NEVADA**, and has an address of **4750 WEST WILEY POST WAY #200, SALT LAKE CITY, UTAH 84116**. Borrower owes Lender the principal sum of **One Hundred Three Thousand Three Hundred Seventy Seven And 00/100 Dollars (U.S. \$ 103,377.00)**. 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 **September 1, 2036**. 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 MERS (solely as nominee for Lender and Lender's successors and assigns), and to the successors and assigns of MERS the following described property located in **CHESTER** County, South Carolina:

FHA South Carolina Mortgage with MERS - 496
Amended 2/01

Page 1 of 10

M.B.
EB

Initials: [Redacted]



LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

**MANUFACTURERS NAME: CLAYTON HOMES
MODEL: OXFORD
MODEL YEAR: 2006
MODEL NUMBER: OXFORD
SERIAL NUMBER: OHCO17718NCAB
LENGTH AND WIDTH: 76 X 32**

which has the address of **1167 GOLDMINE ROAD** [Street] **CHESTER** [City], South Carolina **29706** [Zip Code] ("Property Address");

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, 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.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the

**FHA South Carolina Mortgage with MERS - 496
Amended 2/01**

M. D.
EB
Initials: _____

Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either: (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

AB
CB

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. 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 (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. 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 the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

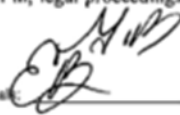
7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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

FHA South Carolina Mortgage with MERS - 496
Amended 2/01



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.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 34(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately

Initials: 

preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of 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 successor 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 9(b). 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. 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 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.

14. 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.

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

16. 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 Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable

FHA South Carolina Mortgage with MERS - 4/96
Amended 2/01

M.B.
Initials: *EB*

or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "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:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant. Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

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

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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 18, 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.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. 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 without charge to Borrower. Borrower shall pay any recordation costs.

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

21. 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.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall

FHA South Carolina Mortgage with MERS - 4/96
Amended 2/01


Initials: 

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)].

- | | | |
|---|--|--|
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Growing Equity Rider | <input checked="" type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Graduated Payment Rider | MANUFACTURED HOME
RIDER |

FHA South Carolina Mortgage with MERS - 4/96
Amended 2/01

Page 8 of 10

Initials



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

Witnesses:

 _____ (Seal)
 _____ (Seal)
EBONEE D BROWN -Borrower

 _____ (Seal)
 _____ (Seal)
GEORGIA M BROWN -Borrower

_____ (Seal)
_____ -Borrower

_____ (Seal)
_____ -Borrower

STATE OF SOUTH CAROLINA,

Personally appeared before me Janokhuts York County ss: and made oath that She saw the within named Borrower sign, seal, and as their act and deed, deliver the within written Mortgage; and that She with Marvin A. Hyatt Jr witnessed the execution thereof.

Sworn before me this 31 day of August, 2006

My Commission Expires:

(Seal)

6-6-07

[Signature]
Notary Public for South Carolina

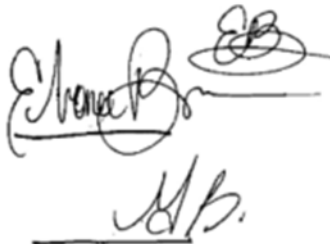


FHA South Carolina Mortgage with MERS - 496
Amended 2/01

Initials: [Signature]

All that certain piece, parcel, or lot of land lying, being, and situate in the State of South Carolina, County of Chester, with all improvements thereon, known as A PORTION OF Tract Seventeen (17), being 2.218 acres, more or less, as shown on a Plat of Survey for Ebonee Dee Brown drawn by Hipp Land Surveying, dated January 24, 2005, and recorded in Plat Cabinet D, Slide 86, Page 8-B, in the Office of the Clerk of Court for Chester County, South Carolina, which plat is hereby incorporated herein as part of this description and made a part hereof for a more accurate depiction of metes, bounds, courses, and distances.

DERIVATION: This being the identical property conveyed to Ebonee D. Brown by deed from Georgia M. Brown dated June 2, 2006 and recorded June 20, 2006, in Book 913 at Page 230 in the Office of the Clerk of Court for Chester County, South Carolina. Ebonee D. Brown then conveyed a 1/2 interest in this property by deed recorded contemporaneously herewith this mortgage.



The image shows two handwritten signatures. The top signature is written in cursive and appears to be 'Ebonee D. Brown'. To its right is a smaller, more compact signature that looks like 'GB'. Below the main signature is another signature that appears to be 'M.B.' with a horizontal line underneath it.

(BROWN, EBONY 06-657.PFD/06-657/16)

06-657

Manufactured Home Rider to Security Instrument

This rider is made this **31st** day of **August, 2006**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to:

PRIMARY RESIDENTIAL MORTGAGE INC.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1167 GOLDMINE ROAD, CHESTER, SOUTH CAROLINA 29706
(property address)

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

1. **Meaning of Some Words.** As used in this Rider, the term "Loan Documents" means the Note, the Security Instrument and any Construction Loan Agreement, and the term "Property", as the term is defined in the Security Instrument, includes the "Manufactured Home" described in paragraph 3 of this Rider. All terms defined in the Note and Security Instrument shall have the same meaning in this Rider.
2. **Purpose and Effect of Rider.** If there is a conflict between the provisions in this Rider and those in the Security Instrument, the provisions in this Rider shall control the conflicting provisions in the Security Instrument, will be eliminated or modified as much as is necessary to make all of the conflicting terms agree with this Rider.
3. **Lender's Security Interest.** All of Borrower's obligations secured by the Security Instrument also shall be secured by the Manufactured Home:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

**MANUFACTURERS NAME: CLAYTON HOMES
MODEL: OXFORD
MODEL YEAR: 2006
MODEL NUMBER: OXFORD
SERIAL NUMBER: OHCO17718NCAB
LENGTH AND WIDTH: 76 X 32**



4. Affixation. Borrower covenants and agrees
 - a. to affix the Manufactured Home to a permanent foundation on the Property;
 - b. to comply with all Applicable Law regarding the affixation of the Manufactured Home to the Property;
 - c. upon Lender's request, to surrender the certificate of title to the Manufactured Home, if surrender is permitted by Applicable Law, and to obtain the requisite governmental approval and documentation necessary to classify the Manufactured Home as real property under Applicable Law;
 - d. that affixing the Manufactured Home to the Property does not violate any zoning laws or other local requirements applicable to the Property;
 - e. that the Manufactured Home will be, at all times and for all purposes, affixed to and part of the Property.
5. Charges; Liens. Section 4, Paragraph 1 of the Security Instrument is amended to add a new third sentence to read:

Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and receipts evidencing the payments.
6. Property Insurance. Section 5, Paragraph 1 of the Security Instrument is amended to add a new second sentence to read:

Whenever the Manufactured Home is transported on the highway, Borrower must have trip insurance.
7. Notices. The second sentence of Section 15 of the Security Instrument is amended by inserting the words "unless otherwise required by law" at the end.
8. Additional Events of Default. Borrower will be in default under the Security Instrument:
 - a. if any structure on the Property, including the Manufactured Home shall be removed, demolished, or substantially altered;
 - b. if Borrower fails to comply with any requirement of Applicable Law (Lender, however, may comply and add the expense of the principal balance Borrower owes to Lender); or
 - c. if Borrower grants or permits any lien on the Property other than Lender's lien, or liens for taxes and assessments that are not due and payable.
9. Notice of Default. If required by Applicable Law, before using a remedy, Lender will send Borrower any notice required by law, and wait for any cure period that the law may require for that remedy.

10. Additional Rights of Lender in Event of Foreclosure and Sale. In addition to those rights granted in the Note and Security Instrument, Lender shall have the following rights in the event Lender commences proceedings for the foreclosure and sale of the Property.
- a. At Lender's option, to the extent permitted by Applicable Law, Lender may elect to treat the Manufactured Home as personal property ("Personal Property Collateral"). Lender may repossess peacefully from the place where the Personal Property Collateral is located without Borrower's permission. Lender also may require Borrower to make the Personal Property Collateral available to Lender at a place Lender designates that is reasonably convenient to Lender and Borrower. At Lender's option, to the extent permitted by Applicable Law, Lender may detach and remove Personal Property Collateral from the Property, or Lender may take possession of it and leave it on the Property. Borrower agrees to cooperate with Lender if Lender exercises these rights.
 - b. After Lender repossesses, Lender may sell the Personal Property Collateral and apply the sale proceeds to Lender's reasonable repossession, repair, storage, and sale expenses, and then toward any other amounts Borrower owes under the Loan Documents.
 - c. In the event of any foreclosure sale, whether made by Trustee, or under judgment of a court, all of the real and Personal Property Collateral may, at the option of Lender, be sold as a whole or in parcels. It shall not be necessary to have present at the place of such sale the Personal Property Collateral or any part thereof. Lender, as well as Trustee on Lender's behalf, shall have all the rights, remedies and recourse with respect to the Personal Property Collateral afforded to a "Secured Party" by Applicable Law in addition to, and not in limitation of, the other rights and recourse afforded Lender and/or Trustee under the Security Instrument.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Rider.

 (Seal)
EBONE D BROWN -Borrower

 (Seal)
GEORGINA M BROWN -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

STATE OF S Carolina
COUNTY OF York

I, the undersigned Notary Public, in and for the aforesaid State and County, do hereby certify that **EBONEE D BROWN and GEORGIA M BROWN** (Borrowers). Personally appeared before me in said County and acknowledged the within instrument to be their act and deed. Given under my hand and seal this 31 day of August, 2006



Notary Public

State of S Carolina
County of York
My commission expires 6-6-07



30
15

EXHIBIT A

30

1146401
06-657

000045027 Bk: 01310 Ps: 00119

FILED, RECORDED, INDEXED
09/14/2006 03:19:18PM
Rec Fee: 21.00 St Fees 0.00
Co Fee: 0.00 Post: 15
Clerk of Court, Chester County, SC
Sue K. Carpenter

When Recorded Return to:
PRIMARY RESIDENTIAL MORTGAGE INC.
4750 WEST WILEY POST WAY #200
SALT LAKE CITY, UTAH 84116
Attn: SHIPPING DEPT./DOC. CONTROL



[Space Above This Line For Recording Data]

State of South Carolina

MORTGAGE

FHA Case No.
[Redacted]

MIN [Redacted]
MERS TELEPHONE: (888) 679-6377

THIS MORTGAGE ("Security Instrument") is given on **August 31, 2006**. The Mortgagor is **EBONEE D BROWN, AN UNMARRIED WOMAN, GEORGIA M BROWN, AN UNMARRIED WOMAN**. ("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. **PRIMARY RESIDENTIAL MORTGAGE INC.**, ("Lender") is organized and existing under the laws of the **State of NEVADA**, and has an address of **4750 WEST WILEY POST WAY #200, SALT LAKE CITY, UTAH 84116**. Borrower owes Lender the principal sum of **One Hundred Three Thousand Three Hundred Seventy Seven And 00/100 Dollars (U.S. \$ 103,377.00)**. 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 **September 1, 2036**. 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 MERS (solely as nominee for Lender and Lender's successors and assigns), and to the successors and assigns of MERS the following described property located in **CHESTER** County, South Carolina:

FHA South Carolina Mortgage with MERS - 496
Amended 2/01

Page 1 of 10

M.B.

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Initials: _____



LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

**MANUFACTURERS NAME: CLAYTON HOMES
MODEL: OXFORD
MODEL YEAR: 2006
MODEL NUMBER: OXFORD
SERIAL NUMBER: OHCO17718NCAB
LENGTH AND WIDTH: 76 X 32**

which has the address of **1167 GOLDMINE ROAD** [Street] **CHESTER** [City], South Carolina **29706** [Zip Code] ("Property Address");

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, 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.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the

**FHA South Carolina Mortgage with MERS - 496
Amended 2/01**

M.S.
EB
Initials: _____

Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either: (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

AB
CB

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. 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 (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. 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 the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

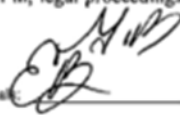
7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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

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Amended 2/01



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.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 34(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately

Initials: 

preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of 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 successor 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 9(b). 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. 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 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.

14. 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.

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

16. 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 Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable

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Initials: *EB*

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or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "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:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant. Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

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

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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 18, 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.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. 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 without charge to Borrower. Borrower shall pay any recordation costs.

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

21. 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.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall

FHA South Carolina Mortgage with MERS - 4/96
Amended 2/01


Initials: 

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)].

- | | | |
|---|--|--|
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Growing Equity Rider | <input checked="" type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Graduated Payment Rider | MANUFACTURED HOME
RIDER |

FHA South Carolina Mortgage with MERS - 4/96
Amended 2/01

Page 8 of 10

Initials



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

Witnesses:

 _____ (Seal)
 _____ (Seal)
EBONEE D BROWN -Borrower

 _____ (Seal)
 _____ (Seal)
GEORGIA M BROWN -Borrower

_____ (Seal)
_____ -Borrower

_____ (Seal)
_____ -Borrower

STATE OF SOUTH CAROLINA,

Personally appeared before me Janokhuts York County ss: and made oath that She saw the within named Borrower sign, seal, and as their act and deed, deliver the within written Mortgage; and that She with Marvin A. Hyatt Jr witnessed the execution thereof.

Sworn before me this 31 day of August, 2006

My Commission Expires:

(Seal)

6-6-07

[Signature]
Notary Public for South Carolina

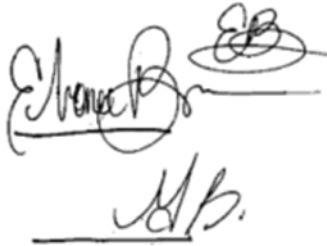


FHA South Carolina Mortgage with MERS - 496
Amended 2/01

Initials: [Signature]

All that certain piece, parcel, or lot of land lying, being, and situate in the State of South Carolina, County of Chester, with all improvements thereon, known as A PORTION OF Tract Seventeen (17), being 2.218 acres, more or less, as shown on a Plat of Survey for Ebonee Dee Brown drawn by Hipp Land Surveying, dated January 24, 2005, and recorded in Plat Cabinet D, Slide 86, Page 8-B, in the Office of the Clerk of Court for Chester County, South Carolina, which plat is hereby incorporated herein as part of this description and made a part hereof for a more accurate depiction of metes, bounds, courses, and distances.

DERIVATION: This being the identical property conveyed to Ebonee D. Brown by deed from Georgia M. Brown dated June 2, 2006 and recorded June 20, 2006, in Book 913 at Page 230 in the Office of the Clerk of Court for Chester County, South Carolina. Ebonee D. Brown then conveyed a 1/2 interest in this property by deed recorded contemporaneously herewith this mortgage.



The image shows two handwritten signatures. The top signature is written in cursive and appears to be 'Ebonee D. Brown'. To its right is a smaller, more stylized signature that looks like 'EB'. Below the main signature is another signature that appears to be 'G.M. Brown'.

(BROWN, EBONY 06-657.PFD/06-657/16)

06-657

Manufactured Home Rider to Security Instrument

This rider is made this **31st** day of **August, 2006**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to:

PRIMARY RESIDENTIAL MORTGAGE INC.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1167 GOLDMINE ROAD, CHESTER, SOUTH CAROLINA 29706
(property address)

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

1. **Meaning of Some Words.** As used in this Rider, the term "Loan Documents" means the Note, the Security Instrument and any Construction Loan Agreement, and the term "Property", as the term is defined in the Security Instrument, includes the "Manufactured Home" described in paragraph 3 of this Rider. All terms defined in the Note and Security Instrument shall have the same meaning in this Rider.
2. **Purpose and Effect of Rider.** If there is a conflict between the provisions in this Rider and those in the Security Instrument, the provisions in this Rider shall control the conflicting provisions in the Security Instrument, will be eliminated or modified as much as is necessary to make all of the conflicting terms agree with this Rider.
3. **Lender's Security Interest.** All of Borrower's obligations secured by the Security Instrument also shall be secured by the Manufactured Home:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

**MANUFACTURERS NAME: CLAYTON HOMES
MODEL: OXFORD
MODEL YEAR: 2006
MODEL NUMBER: OXFORD
SERIAL NUMBER: OHCO17718NCAB
LENGTH AND WIDTH: 76 X 32**



4. Affixation. Borrower covenants and agrees
 - a. to affix the Manufactured Home to a permanent foundation on the Property;
 - b. to comply with all Applicable Law regarding the affixation of the Manufactured Home to the Property;
 - c. upon Lender's request, to surrender the certificate of title to the Manufactured Home, if surrender is permitted by Applicable Law, and to obtain the requisite governmental approval and documentation necessary to classify the Manufactured Home as real property under Applicable Law;
 - d. that affixing the Manufactured Home to the Property does not violate any zoning laws or other local requirements applicable to the Property;
 - e. that the Manufactured Home will be, at all times and for all purposes, affixed to and part of the Property.
5. Charges; Liens. Section 4, Paragraph 1 of the Security Instrument is amended to add a new third sentence to read:

Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and receipts evidencing the payments.
6. Property Insurance. Section 5, Paragraph 1 of the Security Instrument is amended to add a new second sentence to read:

Whenever the Manufactured Home is transported on the highway, Borrower must have trip insurance.
7. Notices. The second sentence of Section 15 of the Security Instrument is amended by inserting the words "unless otherwise required by law" at the end.
8. Additional Events of Default. Borrower will be in default under the Security Instrument:
 - a. if any structure on the Property, including the Manufactured Home shall be removed, demolished, or substantially altered;
 - b. if Borrower fails to comply with any requirement of Applicable Law (Lender, however, may comply and add the expense of the principal balance Borrower owes to Lender); or
 - c. if Borrower grants or permits any lien on the Property other than Lender's lien, or liens for taxes and assessments that are not due and payable.
9. Notice of Default. If required by Applicable Law, before using a remedy, Lender will send Borrower any notice required by law, and wait for any cure period that the law may require for that remedy.

10. Additional Rights of Lender in Event of Foreclosure and Sale. In addition to those rights granted in the Note and Security Instrument, Lender shall have the following rights in the event Lender commences proceedings for the foreclosure and sale of the Property.
- a. At Lender's option, to the extent permitted by Applicable Law, Lender may elect to treat the Manufactured Home as personal property ("Personal Property Collateral"). Lender may repossess peacefully from the place where the Personal Property Collateral is located without Borrower's permission. Lender also may require Borrower to make the Personal Property Collateral available to Lender at a place Lender designates that is reasonably convenient to Lender and Borrower. At Lender's option, to the extent permitted by Applicable Law, Lender may detach and remove Personal Property Collateral from the Property, or Lender may take possession of it and leave it on the Property. Borrower agrees to cooperate with Lender if Lender exercises these rights.
 - b. After Lender repossesses, Lender may sell the Personal Property Collateral and apply the sale proceeds to Lender's reasonable repossession, repair, storage, and sale expenses, and then toward any other amounts Borrower owes under the Loan Documents.
 - c. In the event of any foreclosure sale, whether made by Trustee, or under judgment of a court, all of the real and Personal Property Collateral may, at the option of Lender, be sold as a whole or in parcels. It shall not be necessary to have present at the place of such sale the Personal Property Collateral or any part thereof. Lender, as well as Trustee on Lender's behalf, shall have all the rights, remedies and recourse with respect to the Personal Property Collateral afforded to a "Secured Party" by Applicable Law in addition to, and not in limitation of, the other rights and recourse afforded Lender and/or Trustee under the Security Instrument.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Rider.

 (Seal)

 ESONEE D BROWN -Borrower

 (Seal)

 GEORGINA M BROWN -Borrower

_____ (Seal)

 -Borrower

_____ (Seal)

 -Borrower

STATE OF S Carolina
COUNTY OF York

I, the undersigned Notary Public, in and for the aforesaid State and County, do hereby certify that **EBONEE D BROWN and GEORGIA M BROWN** (Borrowers). Personally appeared before me in said County and acknowledged the within instrument to be their act and deed. Given under my hand and seal this 31 day of August, 2006



Notary Public

State of S Carolina
County of York
My commission expires 6-6-07



Instrument Volume Page
200900059910 1443 221
200900059910
Filed for Record in
CHESTER COUNTY SC
SUE K. CARPENTER
05-19-2009 At 03:46:16 pm.
ASSIGN RTG 6.00
Volume 1443 Page 221 - 221

40670.F29649/0601462527
STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned, Mortgage Electronic Registration Systems, Inc., as nominee for Primary Residential Mortgage, Inc does hereby transfer, assign, set over and convey to GMAC Mortgage, LLC, its successors and assigns forever, that certain mortgage, made and executed by Ebonee D. Brown and Georgia M. Brown to Mortgage Electronic Registration Systems, Inc., as nominee for Primary Residential Mortgage, Inc, dated August 31, 2006, and duly recorded on September 14, 2006, in Mortgage Book 1310, Page 119, in the Office of the Clerk of Court for Chester County in the State of South Carolina.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed and delivered this 15 day of April, 2009.

In the presence of:

[Signature]
Witness #1
[Signature]
Witness #2

Mortgage Electronic Registration Systems, Inc., as nominee for Primary Residential Mortgage, Inc

By: [Signature]
(Name of Officer)
Title Jeffrey Stephan
Vice President

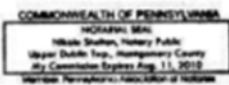
STATE OF Pa
COUNTY OF Montgomery

ACKNOWLEDGMENT
S.C. CODE 30-5-30

The undersigned, a Notary Public for the State of Pa, does hereby certify that the within-named Officer of Mortgage Electronic Registration Systems, Inc., as nominee for Primary Residential Mortgage, Inc personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal on this 15 day of April, 2009.
[Signature]

Notary Public for _____
My Commission Expires: _____



ASSIGNEE ADDRESS: GMAC Mortgage, LLC
1100 Virginia Drive
P.O. Box 8300
Fort Washington, PA 19034

MIN# 1001464-0151300972-3

0101662527

Recording Requested By:
OCWEN LOAN SERVICING, LLC

201500025151
Filed for Record in
CHESTER COUNTY SC
SUE K. CARPENTER, CLERK OF COURT
04-02-2015 At 04:16:54 pm.
ASSIGN NTG 6.00
Volume 1629 Page 95 - 95

WHEN RECORDED RETURN TO:
SECURITY CONNECTIONS, INC.
740 TECHNOLOGY DRIVE
FAHO FALLS, ID 83401

CORPORATE ASSIGNMENT OF MORTGAGE



Chester, South Carolina

SELLER'S SERVICING #0601662527 "BROWN" - R

Date of Assignment: March 23rd, 2015

Assignor: GMAC MORTGAGE, LLC BY OCWEN LOAN SERVICING, LLC, ITS ATTORNEY IN FACT* at 1661 WORTHINGTON ROAD, SUITE 100, WEST PALM BEACH, FL 33409

Assignee: THE BANK OF NEW YORK MELLON TRUST COMPANY, NA AS FHA QUALIFIED TRUSTEE FOR RESCAP LIQUIDATING TRUST at 525 WILLIAM PENN PLACE, PITTSBURGH, PA 15259

Executed By: EBONEE D BROWN, AN UNMARRIED WOMAN, GEORGIA M BROWN, AN UNMARRIED WOMAN
To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), SOLELY AS NOMINEE FOR PRIMARY RESIDENTIAL MORTGAGE INC, ITS SUCCESSORS AND/OR ASSIGNS
Date of Mortgage: 08/31/2008 Recorded: 09/14/2008 In Book/Reel/Liber: 013110 Page/Folio: 00119 as instrument No.: 000045027 In the County of Chester, State of South Carolina.

Property Address: 1167 GOLDMINE ROAD, CHESTER, SC 29706

Legal: N/A

*POWER OF ATTORNEY RECORDED 03/12/2014, 201400080920, 1096/189

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of \$103,377.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Mortgage.

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

GMAC MORTGAGE, LLC BY OCWEN LOAN SERVICING, LLC, ITS ATTORNEY IN FACT*

On MAR 23 2015

By *Tracey Latham*
TRACEY LATHAM
Authorized Signer

WITNESS *Dawn Weatherman*
DAWN WEATHERMAN

WITNESS *Dawn Kuckmann*
DAWN KUCKMANN

STATE OF Iowa
COUNTY OF Black Hawk

On MAR 23 2015 before me, RACHEL MOORE, a Notary Public in and for Black Hawk in the State of Iowa, personally appeared TRACEY LATHAM Authorized Signer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Rachel Moore
RACHEL MOORE
Notary Expires: 09/23/2016 #764817



(This area for notarial seal)

\\NL\NL\GMAC\53230115\08-02-33-AP\GMAC\BOMACAD\000000000409948P\SCHEST\061662527\SCSTATE_MORT_ASSIGN_ASSN\TL\GMAC

Instrument: 201700996189 Value Page: 1706 92

201700996189
Filed for Record in
CHESTER COUNTY SC
SUE V. CARPENTER, CLERK OF COURT
07-21-2017 AT 01:40:40 PM.
ASSIGN MTG 7.00
Volume 1706 Page 92 - 92

Prepared By and Return To:
Paul Pugalis
Collateral Department
Meridian Asset Services, Inc.
3201 34th Street South, Suite 310
St. Petersburg, FL 33711
(727) 497-4650

Space above for Recorder's use

Loan No: 2441171
ResCap ID: 601662527
WAM ID: 107610301



ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS FHA QUALIFIED TRUSTEE FOR RESCAP LIQUIDATING TRUST**, whose address is **525 WILLIAM PENN PLACE, PITTSBURGH, PA 15259**, (ASSIGNOR), does hereby grant, assign and transfer to **WVMF FUNDING, LLC**, whose address is **1140 AVENUE OF THE AMERICAS 7TH FLOOR, NEW YORK, NY 10036**, (ASSIGNEE), its successors, transferees and assigns forever, all beneficial interest under that certain mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon.

Date of Mortgage: 8/31/2006
Original Loan Amount: \$183,377.00
Executed by (Borrower(s)): **EBONEE D BROWN & GEORGIA M BROWN**
Original Lender: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR PRIMARY RESIDENTIAL MORTGAGE, INC., ITS SUCCESSORS AND ASSIGNS**
Filed of Record: In Book/Liber/Volume 01310, Page 00119,
Document/Instrument No. **000045027** in the Recording District of **CHESTER, SC**, Recorded on **9/14/2006**.

Property more commonly described as: **1167 GOLDMINE ROAD, CHESTER, SOUTH CAROLINA 29706**

IN WITNESS WHEREOF, the undersigned by its duly elected officers and pursuant to proper authority of its board of directors has duly executed, sealed, acknowledged and delivered this assignment.

Date: 5/25/2017

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS FHA QUALIFIED TRUSTEE FOR RESCAP LIQUIDATING TRUST, BY MERIDIAN ASSET SERVICES, INC., ITS ATTORNEY-IN-FACT

By: **SCOTT BASEN**
Title: **VICE PRESIDENT**

Witness Name: **JASON MURCH**

Witness Name: **CHRISTOPHER STAFFORD**

2441171 ResCap LT 3973792

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

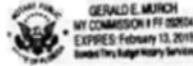
State of FLORIDA
County of PINELLAS

On 5-25-17, before me, GERALD E. MURCH, a Notary Public, personally appeared SCOTT BASEN, VICE PRESIDENT of MERIDIAN ASSET SERVICES, INC., AS ATTORNEY-IN-FACT FOR THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS FHA QUALIFIED TRUSTEE FOR RESCAP LIQUIDATING TRUST, personally known to me, or who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of FLORIDA that the foregoing paragraph is true and correct. I further certify SCOTT BASEN signed, sealed, attested and delivered this document as a voluntary act in my presence.

Witness my hand and official seal.

Gerald E. Murch

(Notary Name): GERALD E. MURCH
My commission expires: 2/13/2018



201700697095
Filed for Record in
CHESTER COUNTY SC
SHE K. CARPENTER, CLERK OF COURT
10-11-2017 At 11:26:17 am.
REGISTRATION 6:00
Volume L213 Page 212 - 212

Prepared by and return to:)
BROCK & SCOTT, PLLC)
3800 Fernandina Road, Suite 110)
Columbia, SC 29210)
File No.: 15-24863)
MIN # 1001464-0151300972-3)
MERS Phone No: (888) 679-6377)

ASSIGNMENT OF MORTGAGE

For valuable consideration received, the party of the first part The Bank Of New York Mellon Trust Company, NA As FHA Qualified Trustee For ResCap Liquidating Trust, its successors and assigns, 225 Liberty Street, New York, NY 10286 (hereinafter referred to as "Assignor"), as holder of the referenced mortgage, does hereby grant, assign, transfer and set over unto the said party of the second part, WVMF FUNDING, LLC, 1140 Avenue of the Americas, New York, NY 10036 (hereinafter referred to as "Assignee"), that certain mortgage executed by Ebonee D. Brown and Georgia M. Brown, in favor of Mortgage Electronic Registration Systems, Inc. as nominee for Primary Residential Mortgage, Inc., its successors and assigns, dated August 31, 2006 and recorded on September 14, 2006 in Book 1310 at Page 119, Public Records of Chester County, State of South Carolina.

WHEREAS, the undersigned Assignor has executed this Assignment of Mortgage on this 5th day of October, 2017.

[Signature]
Witness signature

[Signature]
Printed Name

[Signature]
Witness signature

KIMLY FRANCIS
Printed Name

The Bank Of New York Mellon Trust Company, NA as FHA Qualified Trustee for ResCap Liquidating Trust, its successors and assigns by LoanCare, LLC as Attorney in Fact Under a Limited Power of Attorney

Signature: [Signature]

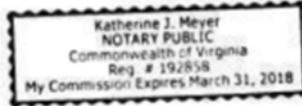
Printed Name: SHANNA SIMMONS

Title: ASSISTANT SECRETARY

THE STATE OF Virginia
CITY OF Virginia Beach

I, KATHERINE J. MEYER do hereby certify that the within-named LoanCare, LLC as Attorney in Fact Under a Limited Power of Attorney for The Bank Of New York Mellon Trust Company, NA As FHA Qualified Trustee For ResCap Liquidating Trust, by SHANNA SIMMONS (name), its ASSISTANT SECRETARY (title), personally appeared before me this 5th day of October, 2017 and acknowledged the due execution of the foregoing instrument.

[Signature]
NOTARY PUBLIC for the state of Virginia
My commission expires: 03/31/2018



Instrument Book Volume Page
2021 - 115674 MB 1876 11
ASSIGN MTG
2021 - 115674
Electronic Filing
From: Simplifile
Thru: ERX

2021 - 115674
Filed for Record in
CHESTER COUNTY, SC
Sue K. Carpenter, CLERK OF COURT
09/07/2021 09:48:34 AM
ASSIGN MTG \$10.00
Bk MB Vol 1876 Page 11 - 13

This Instrument Prepared By:
Justin Anderson
Lipold, Harrison & Associates, PLLC
1425 Greenway Drive, Suite 250
Irving, TX 75038

Return To:
Lipold, Harrison & Associates, PLLC
1425 Greenway Drive, Suite 250
Irving, TX 75038
Reference Number: 7000287819

Space Above This Line for Recorder's Use

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned holder of a Mortgage, **WVMF FUNDING, LLC**, whose address is 1251 Avenue of the Americas - 50th Fl., New York, NY 10020 (hereinafter, "Assignor"), does hereby grant, sell, assign, transfer and convey unto **WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST I**, whose address is 1600 South Douglass Road, Suite 110, Anaheim, CA 92806 (hereinafter, "Assignee"), all beneficial interest under that certain Mortgage described below, together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Original Lender: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
ACTING SOLELY AS NOMINEE FOR PRIMARY RESIDENTIAL
MORTGAGE, INC.
Borrower(s): EBONEE D BROWN, AN UNMARRIED WOMAN, GEORGIA
M BROWN, AN UNMARRIED WOMAN
Date of Mortgage: 8/31/2006
Original Loan Amount: \$103,377.00
Property Address: 1167 Goldmine Road
Chester, South Carolina 29706
Legal Description: See Exhibit "A" attached hereto


Recorded in Chester County, South Carolina, on 9/14/2006, as Document Number 000045027, at Book 01310, Page 00119.


Instrument Book Volume Page
2021 - 115674 MB 1876 12
ASSIGN MTG

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed this date:
AUG 25 2021

Signed, sealed and delivered
in the presence of:

ASSIGNOR
WVMF FUNDING, LLC, BY
CARRINGTON MORTGAGE
SERVICES, LLC, ITS ATTORNEY-
IN-FACT


Witness Name: Marjorie Jorgensen


Printed Name: Chris Lechtanski
Title: VP, Collateral Ops for Carrington
Mortgage Services, LLC


Witness Name: Tamara Romero

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

CALIFORNIA ALL - PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On AUG 25 2021 before me, Jeanette Marie Vargas, Notary Public, personally
appeared, Chris Lechtanski, who proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

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

WITNESS my hand and official seal.

Signature Jeanette Marie Vargas



(Seal)

Instrument Book Volume Page
2021 - 115674 MB 1876 13
ASSIGN MTG

EXHIBIT A

MANUFACTURERS NAME: CLAYTON HOMES
MODEL: OXFORD
MODEL YEAR: 2006
MODEL NUMBER: OXFORD
SERIAL NUMBER: OHCO1771ENCAB
LENGTH AND WIDTH: 76 X 33

All that certain piece, parcel, or lot of land lying, being, and situate in the State of South Carolina, County of Chester, with all improvements thereon, known as A PORTION OF Tract Seventeen (17), being 2.218 acres, more or less, as shown on a Plat of Survey for Ebonee Des Brown drawn by Hipp Land Surveying, dated January 24, 2006, and recorded in Plat Cabinet D, Slide 86, Page 8-8, in the Office of the Clerk of Court for Chester County, South Carolina, which plat is hereby incorporated herein as part of this description and made a part hereof for a more accurate depiction of metes, bounds, courses, and distances.

DERIVATION: This being the identical property conveyed to Ebonee D. Brown by deed from Georgia M. Brown dated June 2, 2006 and recorded June 20, 2006, in Book 918 at Page 230 in the Office of the Clerk of Court for Chester County, South Carolina. Ebonee D. Brown then conveyed a 1/2 interest in this property by deed recorded contemporaneously herewith this mortgage.

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS
CASE NO.: 2022-CP-12-00389

Wilmington Savings Fund Society FSB as
Trustee of Stanwich Mortgage Loan Trust I,

Plaintiff,

v.

Ebonee D. Brown; Georgia M. Brown; South
Carolina Department of Motor Vehicles,

Defendants.

**PLAINTIFF'S MOTION TO
STRIKE JURY DEMAND**

COMES NOW the Plaintiff, Wilmington Savings Fund Society FSB as Trustee of Stanwich Mortgage Loan Trust I, (“Plaintiff”), through undersigned counsel, and hereby moves to strike the jury demand of Defendants Ebonee D. Brown and Georgia M. Brown, (“Defendants”), pursuant to SCRCP Rule 39. In support thereof, Plaintiff states as follows:

This is a mortgage foreclosure action. Plaintiff filed its Complaint seeking to foreclose its mortgage on Defendants’ real property and expressly waiving the right to seek deficiency on September 2, 2022. Defendant South Carolina Department of Motor Vehicles filed its Answer September 29, 2022, expressly consenting to the reference of this action. Defendants Ebonee and Georgia Brown filed an answer on October 12, 2022, demanding a jury trial and setting forth affirmative defenses and counterclaims. Plaintiff has filed a Motion for Summary Judgment as to Defendants’ counterclaims; said Motion is pending hearing. To the extent that any of Defendants’ counterclaims survive summary judgment, said claims do not afford Defendants a right to jury trial and this matter should be referred to a Special Referee for final adjudication of this matter.

“[T]he relevant question in determining the right to trial by jury is whether an action is legal or equitable; there is no right to trial by jury for equitable actions.” *Lester v. Dawson*, 327 S.C. 263, 267, 491 S.E.2d 240, 242 (1997). “A mortgage foreclosure is an action in equity.”

U.S. Bank Trust Nat'l. Ass'n v. Bell, 385 S.C. 364, 373, 684 S.E.2d 199, 204 (Ct. App. 2009). “[C]ounterclaims—including those raised in equitable actions—may, at times, be entitled to a jury trial.” *Wachovia Bank, Nat. Ass'n v. Blackburn*, 407 S.C. 321, 328, 755 S.E.2d 437, 441 (2014). A mortgage foreclosure defendant has a right to a jury trial if it asserts a counterclaim which is both legal and compulsory. “Because a foreclosure action is one sounding in equity, a party is not entitled, as a matter of right, to a jury trial.” *Wachovia Bank, NA v. Blackburn*, 407 S.C. 321, 328, 755 S.E.2d 437, 441 (2014).

To the extent that Defendants’ counterclaims are equitable in nature, said claims do not afford Defendants the right to jury trial. With regard to any legal causes of action asserted by Defendants, these claims are permissive and, as a consequence, Defendants waive their right to jury trial. If the counterclaims do not affect the lender’s right to enforce the note and mortgage, the counterclaims are permissive and not compulsory. Defendants waive their right to a jury by filing permissive legal counterclaims in an equitable action. *See, e.g., Carolina First Bank v. BADD, L.L.C.*, 414 S.C. 289, 295, 778 S.E.2d 106, 109 (2015); *Wachovia Bank, Nat'l Ass'n v. Blackburn*, 407 S.C. 321, 330 n.7, 755 S.E.2d 437, 442 n.7 (2014); *Mullinax v. Bates*, 317 S.C. 394, 396, 453 S.E.2d 894, 895 (1995); *First-Citizens Bank & Tr. Co. of S.C. v. Hucks*, 305 S.C. 296, 298, 408 S.E.2d 222, 223 (1991).

WHEREFORE Plaintiff prays that this Honorable Court grant its motion to strike Defendant’s demand for jury trial, award court costs and reasonable attorneys’ fees, and such other relief as the Court deems just and proper.

Pursuant to Rule 11, SCRPC, the undersigned certifies that a good faith attempt to obtain consent to this Motion from opposing counsel was made prior to the filing of this Motion.

Respectfully submitted this 18th day of October, 2023.

By: /s/ Meredith L. Coker
McMichael Taylor Gray, LLC
J. Pamela Price (SC Bar #14336) pprice@mtglaw.com
Brian L. Campbell (SC Bar #74521) bcampbell@mtglaw.com
January N. Taylor (SC Bar #80069) jtaylor@mtglaw.com
Meredith L. Coker (SC Bar #71103) mcoker@mtglaw.com
Steven Hippolyte (SC Bar #105093) shippolyte@mtglaw.com
3550 Engineering Drive, Suite 260
Peachtree Corners, GA 30092
Telephone: (470) 905-2153
Facsimile: (404) 745-8121
Attorneys for Plaintiff

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS
Case No. 2022-CP-12-00389

**Wilmington Savings Fund Society, FSB,
as Trustee of Stanwich Mortgage Loan
Trust I,**

Plaintiff,

vs.

MOTION TO RECONSIDER

**Ebonee D. Brown; Georgia M. Brown;
South Carolina Department of Motor
Vehicles,**

Defendants.

YOU WILL PLEASE TAKE NOTICE that Defendants Ebonee D. Brown and Georgia M. Brown (hereinafter, collectively, “the Defendants”) move before this court pursuant to Rule 59(e), SCRCF, for an order reconsidering, altering, or amending the order filed in the above-captioned action on January 11, 2024.¹

The Defendants so move on the following grounds:

1. The Defendants specifically incorporate into this motion by reference their previous filings in this case and all arguments they made at the hearing that was held on November 15, 2023, in this case.
2. The court should address all arguments previously raised by the Defendants and rule for the Defendants on those arguments, which were correct. The court should reconsider its decision and alter or amend it to deny it to rule for the Defendants on each issue.

¹ The undersigned received written notice of the entry of this order on the day it was filed. Ten days from that date was yesterday, a Sunday; thus this motion is timely. Rule 6(a), SCRCF.

3. The court's order subject of this motion decides that, because the Defendants did not present an affidavit to oppose the motion, summary judgment was proper. That reasoning is wrong.
4. Under Rule 56, SCRCP, "the party seeking summary judgment has the initial responsibility of demonstrating the absence of any genuine issue of material fact." Baughman v. American Telephone & Telegraph Co., 306 S.C. 101, 115, 410 S.E.2d 537, 545-46 (1991). "The party seeking summary judgment has the burden of clearly establishing by the record properly before the court the absence of a triable issue of fact." Owens v. Magill, 308 S.C. 556, 562, 419 S.E.2d 786, 790 (1992). "A party who fails to show the absence of genuine issue of material fact is not entitled to summary judgment even though his adversary does not come forward with opposing materials." Standard Fire v. Marine Contracting, 301 S.C. 418, 421, 392 S.E.2d 460, 462 (1990).
5. The Defendants pointed out the information to support the Plaintiff's case that was lacking from the factual material presented to the court.
6. The Defendants pointed out the information that supported their counterclaims that was in the factual material already on record in the case.
7. The record presented genuine issues of material fact about the Plaintiff's claim and the Defendants' counterclaims.
8. The Defendants are entitled to a jury trial on their counterclaims, and reference to a special referee was an impermissible error.

9. The evidence to support the claim that the mobile home at issue – an item of personal, not real, property – is encumbered by the real estate mortgage involved in this case is absent.
10. The record did not support the decisions the court reached, and the court should change those decisions.

Pursuant to Rule 11, SCRPC, the undersigned certifies that there would have been no useful purpose in consultation with opposing counsel in an attempt to resolve the matter subject of this motion.

Respectfully submitted,

/s/ Andrew S. Radeker
Andrew S. Radeker
S.C. Bar No. 73743
RADEKER LAW, P.A.
Post Office Box 6903
Columbia, South Carolina 29260
(803) 500-0891
drew@radekerlaw.com
ATTORNEY FOR DEFENDANTS
EBONEE AND GEORGIA BROWN

Columbia, South Carolina
January 22, 2024

1 THE COURT: First up on my list would be
2 Wilmington Savings Fund as Trustee of Stanwich versus
3 Brown. This is Plaintiff's motion for summery judgment;
4 is that correct?

5 MS. COKER: Yes, your Honor.

6 THE COURT: I'd be more than happy to hear
7 from you.

8 MS. COKER: Thank you, sir.

9 My name is Meredith Coker, I'm here on behalf
10 of the Plaintiff. And I'd like to start by saying, the
11 underlining facts of this case have a bit of a tortured
12 history.

13 There is a note and mortgage, which is --
14 we're seeking to foreclose upon the mortgage. But there
15 was a prior foreclosure, which entry with regard to that
16 was entered December 31, 2019. In that order, the
17 outstanding debt in terms of principal and escrow
18 balances were determined as a matter of law. And what
19 the special referee did in that case, due to some
20 circumstances years earlier, was basically modify the
21 terms of the note and mortgage to reassert an earlier
22 payment plan. And in that case, the Court ordered that
23 borrowers make six payments of \$800 each and than
24 basically, a balloon payment as of August 1, 2020 of
25 \$15,631.40.

1 And we're here today, because the borrowers
2 failed to make that \$15,000 payment. So Plaintiff has
3 reasserted its' right to foreclose on the mortgage.

4 Your Honor, in terms of the motion for summery
5 judgment on our case in chief. There's no dispute that
6 there's a valid note. There's no dispute, I believe,
7 that we are the holder of said note. There's no dispute
8 that there's a mortgage securing the debt. And that is
9 a matter of public record and has also been admitted in
10 this case and that mortgage has a mobile home rider
11 attached to it.

12 As far as I'm aware, there's been no
13 countervailing affidavits filed with regard to disputing
14 the date of default as August 1st and the failure to
15 make the \$15,000 payment. So as a matter of law,
16 certainly, Plaintiff is entitled to foreclose upon its
17 debt.

18 Also, with regards to this case, there were
19 counterclaims filed, conversion, Federal Debt
20 Collections Practices Act violation and Unfair Trade
21 Practices. One thing with regard to the prior order
22 that's usually not here, usually not in these cases.
23 The lender in the prior case had filed bankruptcy
24 pending that foreclosure. So the counterclaims brought
25 in that case, including some of these, were discharged

1 in that bankruptcy. It was at GMAC. And that is also
2 in the 2019 order that that was discharged. The
3 borrowers have filed no affidavits relating to their
4 allegations supporting new claims of conversion, FDCPA
5 violations or Unfair and Deceptive Trade Practices Act
6 violations. And as such, your Honor, we believe we are
7 entitled as a matter of law to a finding that those
8 claims should be dismissed and that we are entitled to
9 proceed on the foreclosure.

10 I understand that opposing counsel and
11 borrowers dispute the amount of debt outstanding.
12 However, at a minimum, this case would be entitled to go
13 forward with a partial summary judgment as to the
14 findings of law in this case and it would be appropriate
15 for a special referee of this court to proceed with the
16 foreclosure as to the disputed debt amounts.

17 THE COURT: Educate me a little bit. I'm not
18 from Chester County. Chester does not have a master in
19 equity.

20 MS. COKER: No, your Honor.

21 THE COURT: So who would -- have y'all
22 discussed or have y'all proposed a special referee?

23 MS. COKER: We have -- there's no motion to
24 refer it to a special referee yet, because of the jury
25 demand made by opposing counsel. I have -- the circuit

1 court was nice enough this morning to provide me with a
2 list of special referees in the Sixth Circuit and we
3 have -- the attorney usually involved in the case was in
4 a court ordered mediation this morning on the other
5 side, so Mr. Smith was kind enough to appear. And we
6 have started discussions on that, but I would have to
7 discuss that with Mr. Radeker.

8 THE COURT: My understanding under the rules,
9 the Court also has the ability to refer matters to
10 special referees or to masters in equities and that
11 would even include matters that -- where a party has
12 requested a jury trial, where that jury trial does not
13 apply to those matters that are referred to the master
14 of special referee.

15 I've reviewed the pleadings in the case, as
16 well as -- on both sides. Other than the Conversion
17 Act, I did not denote that there was any cause of action
18 that required a jury trial other than the conversion.
19 And then you filed a motion in regards to the
20 conversions to summery judgment.

21 MS. COKER: Yes, your Honor.

22 THE COURT: That's why I asked about the
23 special referee. It seems like whatever's decided
24 today, at some point this is going to be heard by a
25 special referee.

1 MS. COKER: And we one hundred present agree
2 with that assessment, your Honor.

3 THE COURT: But y'all don't know who is it
4 yet?

5 MS. COKER: No, your Honor. We have not
6 discussed that.

7 THE COURT: Anything else?

8 MS. COKER: Not unless opposing counsel has
9 something I need to respond too.

10 THE COURT: Yes, sir.

11 Good morning, happy to hear from you.

12 MR. SMITH: Good morning your Honor. As she
13 said, I am Taylor Smith. My law partner, Drew Radeker
14 has this file in our office concerning the Defendant's,
15 Ms. Ebonee Brown and Georgia Brown.

16 So your Honor, I'm here on their behalf
17 regarding this motion for summary motion and the next
18 motion on your roster for the motion to strike.

19 Your Honor, there are, right now, in this
20 case, issues of material fact. When you look at this
21 record concerning, as she pointed out, what is not being
22 contested, which is that debt. This tortured history
23 that she brings up is one that your Honor can take
24 judicial notice of concerning what has been filed in
25 that matter including special referee order that you

1 mentioned. I would ask your Honor to do that, because
2 that is going to be clearly shown, once you look at what
3 has been filed and what is in this record currently to
4 show that there are issues that are present regarding
5 what the debt amount is.

6 Here's what I mean: What you have before you
7 is an affidavit. This affidavit indicates that they
8 have looked at the previous servicer's records and made
9 a determination regarding the debt. There is no
10 affidavit present regarding how it's been brought
11 up-to-date. Meaning, where we are at this point in
12 regards to any current servicer's. This individual is
13 representing that they are of that current company, but
14 the records only reflect that previous companies
15 records. My point hear your Honor is, you have the
16 assignee, you don't have the original. That's one issue
17 regarding the insufficiency of the record for your Honor
18 to determine what the debt even is.

19 But more to the point your Honor, there's this
20 issue. We have also alleged that what is occurring here
21 is them compounding the amount of interest beyond what
22 was established in the prior foreclosure order. To now
23 increase that amount of interest at play here in
24 violation perhaps of that order. Now, that's an
25 allegation at this point your Honor because we haven't

1 gotten to that point of being able to prove this. But
2 I'm saying that there's at least an issue of material
3 matter regarding unclean hands.

4 Finally, it would have been inappropriate for
5 them to seek any additional interest based upon that
6 foreclosure order because of res judicata. Now, we're
7 not pointing out that there cannot be judgment interest
8 on it your Honor. It's just, if you look at what is
9 claimed. What they are seeking regarding that debt
10 amount right now, it far and exceeds that interest
11 amount added to it and what would have been adjudicated.
12 And then rightfully tack onto at this point. But this
13 goes to, like I said your Honor, that defense that we
14 have plead talking about unclean hands. They cannot now
15 recover for that. So that is one issue that we want to
16 raise regarding the sufficiency of the record before
17 you.

18 Additionally, your Honor, it's not
19 appropriate, I believe at this time, for your Honor to
20 make a determination regarding what that debt amount is
21 because of the lack of information in the record. If
22 there was additional information in the record regarding
23 what the debt amount is, we would be able to look at
24 that. It's not present, so we cannot. Thus, there's an
25 open issue of material fact regard that.

1 Finally, your Honor, I want to point out that
2 this is going to come up again as we talk about our
3 motion to strike. But there is a request regarding the
4 mobile home at issue in this case. They brought up a
5 rider and if you find that, and you find I sent you
6 that, and the statute was complied with regarding what
7 they claim delivery is, then that rider satisfies that
8 regarding the affidavit requirement, then fine. But
9 that's not what we see.

10 So your Honor, this a claim and delivery
11 action that hasn't been plead. This is -- no affidavit
12 was submitted pursuant to the statute about what a claim
13 and delivery would satisfy. There are no allegations
14 that this mobile home in this record has become a
15 fixture and part of the property. And so the record
16 doesn't even allow your Honor to make a determination
17 regarding what it is the foreclosure could accomplish in
18 this matter.

19 For those reasons your Honor, Under Rule 56 we
20 think taking inferences regarding -- towards the
21 nonmoving party, it's appropriate to deny the motion for
22 summary judgment at this time.

23 THE COURT: We might come back to that. Any
24 reply on this issue?

25 MS. COKER: With regards to the mobile home

1 your Honor. I would state that the reason it is plead
2 the way it is in the complaint, is that it's not a true
3 claim and delivery. We requested a declaratory judgment
4 confirming that the mobile home was affixed and part of
5 the real property and that it was the intent of the
6 parties originally the originating lender and the
7 borrowers to make that mobile home an improvement upon
8 the property. The record both, in this case and in the
9 prior case, includes the mortgage, which in fact, has a
10 mobile home rider upon it. And we are more seeking a
11 affirmation from the Court which as the Court knows,
12 mobile homes in this State are sometimes titled
13 correctly, sometimes de-titled correctly, sometimes
14 partially done. So for purposes for knowing what a
15 buyer in a foreclosure sale is getting, we are seeking
16 more of a balance suspenders either reformation or
17 declaratory judgment from a court stating that that
18 mobile home, is in fact, part and parcel to the security
19 interest securing the note.

20 THE COURT: Okay. And you also have a motion
21 to strike?

22 MS. COKER: Yes, your Honor. And part of that
23 motion to strike is of course dependent on the motion
24 for summery judgment. And as your Honor has pointed
25 out, I believe any reference to a special referee

1 doesn't necessarily require striking the jury demand.
2 However, with regard to the conversion claim that you
3 spoke about. In terms of their allegations with regard
4 to conversion, again, no affidavit was submitted in this
5 case at any time, setting forth what their allegations
6 as to conversion would be.

7 In their memorandum of opposition, they spoke
8 with regard to, basically, the application of payments
9 which goes directly to the amount of outstanding debt to
10 be foreclosed upon which is certainly, if there is a
11 factual dispute about that is not dispositive on the
12 issue of whether as a matter of law that we are entitled
13 to a judgment with the amount of judgment to be
14 adjudicated in front of a special referee or this court
15 or whatnot.

16 But I will go a little further with regards to
17 the counterclaim on conversion. The borrowers made the
18 payment that they were legally obligated to make and the
19 servicer's took those payments. I would also reference
20 whether it's the current servicer or the prior servicer.
21 Cas law certainly stands for the proposition that
22 current servicer's are allow to rely on business records
23 of prior servicer's under conditions such as this one.
24 And the hearsay within hearsay, Russian dolls argument,
25 that's being made by opposing counsel is just not the

1 standing law of practice of this state.

2 THE COURT: Any response?

3 MR. SMITH: Yes, your Honor. If I may
4 briefly. Regarding the Russian doll argument. Assuming
5 you can look at this record regarding the affidavits
6 your Honor, that establish this, to show that the
7 business records exception to hearsay is shown to then
8 be able to allow your Honor to make a determination
9 regarding the default, the debt, and those things. That
10 is something that I believe we are saying does not
11 matter. Because you do not have any information
12 concerning the current servicer and the current debt in
13 this record. It's a lack of information, your Honor.

14 THE COURT: Let me ask you this. I appreciate
15 your argument.

16 The conversion action is something that you've
17 raised. And as part of this litigation, you've got the
18 burden of proof on the conversion. Tell me what it is
19 that you contend was wrongfully converted?

20 MR. SMITH: The amount of money that could
21 have been applied at the special referee's order
22 regarding the interest may not have been applied by
23 looking at what is there your Honor. That is something
24 that we believe is material to the determination of
25 whether or not they would have unclean hands, have

1 converted this or separately your Honor. They might be
2 using this action to seek that, which they could not
3 have under the previous one. That might also be
4 construed under the Unfair Trade Practices Act which
5 we've also plead as a counterclaim in this action.
6 Those things your Honor, which we're saying, at least
7 now, on their motion for summery judgment, don't allow
8 your Honor to have a record which you can determine on
9 it's own is able to determine what the debt is, when the
10 default was. But secondarily your Honor, we are raising
11 to point out that has issues about how it was computed,
12 that math doesn't work. And it's probably improper that
13 they're even seeking it because of res judicata and
14 because of those issues we raised in our memorandum we
15 filed yesterday your Honor. And so the application of
16 the law should deny them on the motion for summery
17 judgment.

18 THE COURT: On the issue of conversion?

19 MR. SMITH: I'm sorry your Honor, you're
20 talking about the motion to strike.

21 THE COURT: Right.

22 MR. SMITH: On the motion to strike, there's
23 an issue that we have concerning whether or not first,
24 you think these claims that we have made on conversion
25 and on unfair trade practices are compulsory in nature.

1 If they are permissive and what they are seeking this
2 entire time are purely permissive, then that would be an
3 issue, but they're not. These are compulsory
4 counterclaims that we are raising here.

5 THE COURT: As I understand their motion,
6 they're raising summary judgment motion on, you don't
7 have any facts to back up your conversion claim. And
8 I'm asking you, what my first question was:

9 What is it you contend was converted, because
10 not every breach of contract or every claim as I
11 understand the law, of every claim that's brought,
12 somebody contested a dollar amount that's owed that
13 doesn't automatically transfer or convert that
14 litigation into a conversion action.

15 MR. SMITH: No, your Honor. The way that I
16 have contrude the future stands of this case, again, I'm
17 coming at this with fresh eyes. I apologize. They are
18 seeking a motion for summary judgment regarding the
19 debt, regarding the foreclosure of this case.

20 As to our counterclaims your Honor, I believe
21 that that is something which by denying that motion you
22 would allow for those counterclaims to succeed.

23 To say that our counterclaims, as a matter of
24 law, on the facts presented, cannot be succeeding on,
25 would then not allow us to even contest what the

1 rightful amount is. My point is this, how can we come
2 before your Honor with sufficient evidence to know that
3 the debt is wrong if they're not even giving your Honor
4 what the total debt is. That is the issue regarding
5 summary judgment that they could not be allow to succeed
6 on.

7 THE COURT: Okay. Got it.

8 MR. SMITH: Regarding that motion to strike,
9 assuming for a second, here you do not look at this case
10 as being one which is actually plead as a claim and
11 delivery. That would mean that they are here trying to
12 say that we cannot and we should not be able to have
13 this jury demand at play. Well because we have that
14 counterclaim for unfair trade practices or because they
15 have actually plead a claim and delivery, your Honor,
16 which under the statute would entitled them to it if
17 we're both are compulsory, that would be something that
18 we have to then deal with on the jury demand. And that
19 has to be something that can't be struck from this
20 matter.

21 THE COURT: As much as you want to say that
22 they brought the claim and delivery, the party can bring
23 the action is controlling the legal theory they assert
24 and they do not have to assert a claim and delivery if
25 they don't want to. And my understanding is they're

1 not. As much as you want to say it is, they have not.

2 MR. SMITH: What would be the effect of your
3 honor's order is what we're saying. If you were to say
4 this was a fixture, which the record doesn't support
5 that it is your Honor, then it would be a traditional
6 foreclosure. If it's not a fixture, then what is it?
7 It's a claim and delivery action and they have failed to
8 satisfy regarding this record that it is.

9 Assuming your Honor thinks it is, I'm saying,
10 that definitely the motion to strike would be improper.

11 THE COURT: Reply?

12 MS. COKER: There were a few different
13 assertions made in his argument. Your Honor, we went
14 from the conversion claim to the motion to strike. What
15 I heard was, we maybe able to prove this. We may be
16 able to show that. We haven't had a chance to do this
17 yet.

18 We're here on a motion for summary judgment on
19 what are fairly clean facts. We have an order from the
20 very end of 2019. We have an affidavit stating a
21 \$15,000 payment was not made pursuant to that order.
22 The note, the mortgage, the default, is sufficient to
23 get summary judgment on the foreclosure as a matter of
24 law.

25 I'm going to ignore the actual amount of debt

1 here in terms of dispute. We haven't provided an
2 affidavit as to the debt amount. If they wish to
3 dispute that they could have provided an affidavit with
4 their own calculations. They could have provided an
5 affidavit stating and showing that the \$15,000 payment
6 was made. And they could have provided an affidavit
7 with regards to the allegations supporting their three
8 counterclaims. That simply was not done here your
9 Honor. And as such, with the record in front of you
10 arguing that our affidavit is insufficient is simply
11 clouding the issues.

12 And as to the mobile home issue, it is an
13 equitable -- it's a debt judgment. It is a legal issue
14 whether or not this is a fixture. Whether or not the
15 mortgage should be reformed. Whether or not the
16 mortgage even needs to be reformed because of the rider
17 and that evidence is in the record. And quite frankly,
18 has been for a long time and as a matter of public
19 record from 2006 forward.

20 THE COURT: Okay. Do the lawyers want to
21 approach a moment?

22 (Discussion off the record.)

23 THE COURT: Thank you-all very much. I look
24 forward to receiving proposed orders here.

25 (Above captioned case concluded.)

C E R T I F I C A T E

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2
3
4 I, the undersigned Maria DiScioscia, Official
5 Court Reporter for the Sixth Judicial Circuit of the
6 State of South Carolina, do hereby certify that the
7 foregoing is a true, accurate, and complete transcript
8 of the record of all the proceedings in the captioned
9 case, in the Circuit Court for Chester, South Carolina,
10 on the 15th day of November, 2023.

11 I do further certify that I am not related,
12 either by blood or marriage, to any of the parties in
13 this action; and that I am in no way interested in the
14 outcome of this matter.

15
16 
17 _____

18 Maria DiScioscia
19 Official Court Reporter
20
21
22
23
24
25

STATE OF SOUTH CAROLINA

COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS

Case No. 2022-CP-12-00389

Wilmington Savings Fund Society, FSB,
as Trustee of Stanwich Mortgage Loan
Trust I,

Plaintiff,

vs.

Ebonee D. Brown; Georgia M. Brown;
South Carolina Department of Motor
Vehicles,

Defendants.

**BROWN DEFENDANTS’
MEMORANDUM IN OPPOSITION TO
MOTIONS TO STRIKE AND FOR
SUMMARY JUDGMENT**

Defendants Ebonee D. Brown and Georgia M. Brown (hereinafter, collectively, “the Defendants”) hereby submit this memorandum in opposition to the Plaintiff’s motions to strike and for summary judgment in the above-captioned action.

The Plaintiff has failed to show that it is entitled to summary judgment as a matter of law, and its submissions to the court even demonstrate the existence of genuine issues of material fact as to the Defendants’ counterclaims and defenses. The counterclaims are plainly compulsory, but the law would require the court to err on the side of a jury trial even if there were doubt about that.

**LACK OF COMPETENT PROOF OF DEBT COMPONENT AMOUNTS MAKES
SUMMARY JUDGMENT FOR THE PLAINTIFF IMPROPER**

Summary judgment is not proper on the Plaintiff’s foreclosure claim because the Plaintiff has not adduced cognizable evidence of the debt component amounts sufficient to allow the court to comply with Rule 71, SCRPC, and issue a foreclosure decree.

Facts presented to the court for consideration in support of or opposition to a motion for summary judgment must be admissible evidence, with the caveat that affidavits are used in place of what would be live testimony at a trial. See Dawkins v. Fields, 354 S.C. 58, 67-68, 580 S.E.2d

433, 438 (2003); Hall v. Fedor, 349 S.C. 169, 561 S.E.2d 654 (Ct. App. 2002); Saro v. Ocean Holiday Partnership, 314 S.C. 116, 121, 441 S.E.2d 835, 838 (Ct. App. 1994); Collins v. RJ Reynolds Tobacco Co., 901 F. Supp. 1038 (1995).

The affidavit offered by the Plaintiff is not competent to prove anything about the debt amounts at issue. The affidavit states that information in it about the debt components comes from records of the *previous* servicer of the mortgage. Any information contained in the affidavit about how the *current* servicer makes and maintains its records does not speak to whether the requirements of Rule 803(6), SCRE, are met with regard to the (rather integral) information that comes from the previous servicer.

Rule 805, SCRE, provides as follows:

Hearsay included within hearsay is not excluded under the hearsay rule if each part of the combined statements conforms with an exception to the hearsay rule provided in these rules.

The affidavit contains important and inadmissible hearsay, any way one cuts it. Id.; Rule 801(c), SCRE.

Even if the Plaintiff were otherwise entitled to summary judgment on the foreclosure claim (which it is not), it would only be entitled to summary judgment on liability, not on damages (i.e., the amount of the debt).

RES JUDICATA BARS RECOVERY OF THE AMOUNT OF DEBT SOUGHT

A simple look at the letters the Plaintiff's lawyers sent demanding payment shows that the Plaintiff is trying to collect debt barred by res judicata. The initial interest claimed to be due upon the current default is of an amount far too high to have accrued only after the judgment was rendered in WVMF FUNDING, LLC v. Ebonee D. Brown, et al., Case No. 2009-CP-12-0237.

“[R]es judicata precludes parties from subsequently relitigating issues actually litigated and those that might have been litigated in a

prior action.” Duckett v. Goforth, 374 S.C. 446, 464, 649 S.E.2d 72, 81 (Ct. App. 2007). “Res judicata is the branch of the law that defines the effect a valid judgment may have on subsequent litigation between the same parties and their privies.” Id. at 464, 649 S.E.2d at 81-82 (quoting Nelson v. QHG of S.C. Inc., 354 S.C. 290, 304, 580 S.E.2d 171, 178 (Ct. App. 2003)). In order for res judicata to apply, the parties—or their privies—and subject matter must be identical, and the prior suit adjudicated the issue. 7 S.C. Jur. *Estoppel and Waiver* § 27 (1991). “For purpose of res judicata, however, the concept of privity rests not on the relationship between the parties asserting it, but rather on each party’s relationship to the subject matter of the litigation.” Yelsen Land Co. v. State, 397 S.C. 15, 22, 723 S.E.2d 592, 596 (2012). “The term ‘privity,’ when applied to a judgment or decree, means one so identified in interest with another that he represents the same legal right.” Roberts v. Recovery Bureau, Inc., 316 S.C. 492, 496, 450 S.E.2d 616, 619 (Ct. App. 1994). “One in privity is one whose legal interests were litigated in the former proceeding.” Id. “Privies are those who are so connected with the parties in estate, or in blood, or in law, as to be identified with them in interest” Bailey v. U.S. Fid. & Guar. Co., 185 S.C. 169, 193 S.E. 638, 641 (1937).

Equivest Fin., LLC v. Ravenel, 422 S.C. 499, 507, 812 S.E.2d 438, 442 (Ct. App. 2018).

Res judicata bars the parties to the first case – and their privies – “from raising any issues which were adjudicated in the former suit *and any issues which might have been raised in the former suit.*” Plum Creek Dev. Co. v. City of Conway, 334 S.C. 30, 34, 512 S.E.2d 106, 109 (1999) (emphasis added). A litigant’s claim is barred under res judicata even when he “is ‘prepared in the second action (1) [t]o present evidence or *grounds or theories of the case* not presented in the first action or (2) [t]o seek remedies or forms of relief not demanded in the first action.’” S.C. Pub. Interest Foundation v. Greenville County, 401 S.C. 377, 386, 737 S.E.2d 502, 507 (Ct. App. 2013) (emphasis in original, quoting Restatement (Second) of Judgments § 25 (1982 & Supp. 2012)).

Res judicata applies to all rights and remedies “with respect to *all or part of the transaction, or series of connected transactions, out of which the action arose.*” Id. at 388 (emphasis in

original; quoting Restatement (Second) of Judgments § 24). *Everything* involved in the previous foreclosure action, *all* debt that could have been a part of the recovery in it, is barred. As the claimed assignee of the plaintiff in the earlier case, the Plaintiff here is a privy of that plaintiff and is bound by the earlier judgment. Equivest, 422 S.C. at 507.

THE COMPLAINT IS DEFICIENT AS TO THE MOBILE HOME

The Plaintiff incorrectly assesses the Defendants' Rule 12 defenses. They are not about whether some process at all was served on the Defendants. They are about the sufficiency of process and whether a cause of action for claim and delivery is stated.

In this action to foreclosure a mortgage on real property, the Plaintiff also seeks to gain possession of a mobile home. Whether the Plaintiff knows it or not, the only cause of action for that kind of relief is claim and delivery. Claim and delivery is an action to gain possession of specific, identifiable personal property. United Fabrics Corp. v. Delaney, 241 S.C. 268, 128 S.E.2d 111 (1962). It is a statutorily created cause of action that combines aspects of the traditional common law forms of action called replevin and trover. Reynolds v. Phillips, 72 S.C. 32, 51 S.E. 523 (1905).

Mobile homes are personal property, not real property. S.C. Code Ann. § 56-19-10(39). Thus, the Plaintiff's claim for possession of the mobile home sounds in claim and delivery. Claim and delivery cases require service, when they are commenced, of an affidavit that states the following:

- (1) That the plaintiff is the owner of the property claimed, particularly describing it, or is lawfully entitled to the possession thereof by virtue of a special property therein, the facts in respect to which shall be set forth;
- (2) That the property is wrongfully detained by the defendant;
- (3) The alleged cause of the detention thereof, according to the affiant's best knowledge, information and belief;

(4) That the property has not been taken for a tax, assessment or fine pursuant to a statute or seized under an execution or attachment against the property of the plaintiff or, if so seized, that it is by statute exempt from such seizure; and

(5) The actual value of the property.

S.C. Code Ann. §§ 15-69-30 & -50.

That was not done in this case. The Plaintiff's process is insufficient, the Plaintiff has failed to state a cause of action for claim and delivery, and the Plaintiff never served the Defendants with such an affidavit.

To the extent the Plaintiff claims that the mobile home at issue is part of the real property, there is no evidence – *none* – in the record to support that claim.

THERE IS A FACT ISSUE ABOUT UNCLEAN HANDS

The doctrine of unclean hands precludes a plaintiff from recovering in equity if he acted unfairly in a matter that is the subject of the litigation to the prejudice of the defendant. Wachovia Bank, N.A. v Coffey, 389 S.C.68, 698 S.E.2d 244 (Ct. App. 2010). As discussed above, there is evidence the Plaintiff has put before the court that tends to indicate that it has, unlawfully and unfairly, not treated the subject debt in accordance with the special referee's order in WVMF FUNDING, LLC v. Ebonee D. Brown, et al., Case No. 2009-CP-12-0237. If it had, it would not be claiming such an exorbitant amount of interest. This also indicates that, most likely, the Plaintiff has misapplied the payments made after that judgment.

That is unclean hands.

COUNTERCLAIMS

Because there is a genuine issue of material fact about whether the Plaintiff has complied with the earlier order or not, including with regard to what it has done with the payments the Defendants submitted after that order, there is genuine issue of material fact about whether the

Plaintiff has converted some or all of those payments and has, in doing so, violated the Unfair Trade Practices Act. The failure to comply with a court order obviously impacts the public interest. Further, this same conduct is a violation of the Fair Debt Collection Practices Act – as is the commencement of this action to collect the misrepresented debt. The Defendants have, rather obviously, asserted this counterclaim within a year after the commencement of this action.

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THE JURY DEMAND IS PROPER

The Plaintiff's motion to strike the jury demand should be denied, for two reasons. First, the Plaintiff (whether it knows it or not) has asserted a claim and delivery cause of action (deficiently, but it still did so). Second, the Defendants' counterclaims are compulsory.

Compulsory, at-law counterclaims made by a defendant in a case in which the plaintiff has asserted only causes of action that sound in equity must be tried by a jury if a jury demand has been made on the claim. Wachovia Bank, N.A. v. Blackburn, 407 S.C. 321, 330, 755 S.E.2d 437, 441 (2014); Johnson v. S.C. Nat. Bank, 292 S.C. 51, 54-56, 354 S.E.2d 895 (1987). Conversely, a defendant waives his right to a jury trial if he asserts a legal but permissive counterclaim *where the plaintiff's complaint pleads only equitable causes of action*. Blackburn, 407 S.C. at 330; Johnson, 292 S.C. at 54-56. Our Supreme Court has been clear that, absent a valid waiver, ***if at-law causes of action are pled by both the plaintiff and the defendant, all those causes of action are triable by jury***, without regard to whether counterclaims pled by the defendant are legal or permissive. Blackburn, 407 S.C. at 330; Johnson, 292 S.C. at 54-56.

The Plaintiff's mobile home claim and delivery cause of action is an action at law. "An action in claim and delivery is an action at law for the recovery of specific personal property. Absent a waiver, the issues are triable by a jury." Palmetto State Bank and Trust Co. v. Boyles, 302 S.C. 136, 138, 394 S.E.2d 313, 314 (1990) (internal citation omitted). Accordingly, the action the Plaintiff has brought is not entirely an equitable action, only partially so. Blackburn, 407 S.C. at 330; N.C. Fed. Sav. & Loan Assn. v. DAV Corp., 298 S.C. 514, 519, 381 S.E.2d 903, 906 (1989); Johnson, 292 S.C. at 54-56. Accordingly, the Defendants are entitled to a jury trial on the claim and delivery claim and all their at-law counterclaims. Blackburn, 407 S.C. at 330; N.C. Fed. Sav. & Loan Assn. v. DAV Corp., 298 S.C. 514, 519, 381 S.E.2d 903, 906 (1989); Johnson, 292 S.C. at 54-56.

But the counterclaims are very much compulsory. In N.C. Fed. Sav. & Loan Ass'n v. DAV Corp., a foreclosure action with counterclaims, this Court adopted the "logical relationship" test¹ for determining whether a counterclaim is compulsory, i.e., a counterclaim is compulsory if it has a logical relationship with the plaintiff's claim. 298 S.C. 514, 518, 381 S.E.2d 903, 905 (1989). The Court made clear the reason for doing so: of the four tests considered by the Court for whether a counterclaim is compulsory, this Court settled on the "logical relationship test," which is "by far the most widely accepted because of its flexibility." Id.

The Court of Appeals determined in S.C. Community Bank v. Salon Proz, LLC, 420 S.C. 89, 97, 800 S.E.2d 488, 492 (Ct. App. 2017), that a claim for violation of the South Carolina Unfair Trade Practices Act was compulsory in a mortgage foreclosure action because it *could* affect the enforceability of the loan. If the facts underpinning the Defendants' counterclaims are proven here, that will mean that the Plaintiff cannot prevail, as it will have been established that it was in

¹ The logical relationship test was recently abrogated by judicial opinion, but only prospectively. It applies in this case because this case was filed before the issuance of that opinion.

breach of this mortgage before it claims the Defendants came to breach it. “It is an elementary principle that one who seeks to recover damages for the breach of a contract, to which he was a party, must show that the contract has been performed on his part, or at least that he was at the appropriate time able, ready, and willing to so perform it.” Parks v. Lyons, 219 S.C. 40, 48, 64 S.E.2d 123, 126 (1951). Claims whose facts are so bound up together rather plainly have a logical relationship.

CONCLUSION

The Plaintiff is neither entitled to summary judgment nor the striking of the Defendants’ jury demand. The Plaintiff’s motions should be denied.

Respectfully submitted,

/s/ Andrew S. Radeker
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Columbia, South Carolina
November 14, 2023

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS
CASE NO.: 2022-CP-12-00389

Wilmington Savings Fund Society FSB as
Trustee of Stanwich Mortgage Loan Trust I,

Plaintiff,

v.

Ebonee D. Brown; Georgia M. Brown; South
Carolina Department of Motor Vehicles,

Defendants.

**MEMORANDUM IN OPPOSITION TO
DEFENDANTS' MOTION TO
RECONSIDER**

Plaintiff, Wilmington Savings Fund Society FSB as Trustee of Stanwich Mortgage Loan Trust I, ("Plaintiff"), submits this Memorandum in Opposition to the Motion to Reconsider of Defendants Ebonee D. Brown and Georgia M. Brown, ("Defendants"). Plaintiff incorporates the arguments made in its Motion for Summary Judgment, in its Motion to Strike Jury Demand, and at the hearing on said Motions held November 15, 2023.

Defendants' motion is brought pursuant to Rule 59(e), SCRCF. "A motion under Rule 59(e) long has been viewed as 'motion for reconsideration' despite the absence of those words from the rule. Consequently, a party usually is allowed to ask the court to reconsider its decision even if it means rehashing all or part of an argument previously presented." *Elam v. South Carolina Department of Transportation*, 361 S.C. 9, 21, 602 S.E.2d 772 (2004). "[SCRCF] Rule 59 is substantially the Federal Rule." Rule 59, SCRCF, *Note*. "A Rule 59(e) motion is discretionary. It need not be granted unless the [trial] court finds that there has been an intervening change of controlling law, that new evidence has become available, or that there is a need to correct a clear error or prevent manifest injustice." *Robinson v. Wix Filtration Corp. LLC*, 599 F.3d 403, 411 (4th Cir. 2010) citing *Ingle ex rel. Estate of Ingle v. Yelton*, 439 F.3d 191, 197 (4th Cir.2006).

In the instant case, there has been no change in controlling law, nor have Defendants proffered any new evidence. Instead, Defendants rely upon the prior pleadings and argument at hearing, which this Court appropriately did not find persuasive or sufficient. “The judgment sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” Rule 56(c), SCRPC. *See also Wells v. City of Lynchburg*, 331 S.C. 296, 301, 501 S.E.2d 746, 749 (Ct.App.1998); *Tupper v. Dorchester County*, 326 S.C. 318, 325, 487 S.E.2d 187, 191 (1997).

Once the moving party carries its initial burden, the party opposing summary judgment cannot simply rest on mere allegations or denials contained in the pleadings. *George v. Empire Fire & Marine Ins. Co.*, 545 S.E.2d 500 (2001). “When a motion for summary judgment is made and supported as provided in this rule, an adverse party may not rest upon the mere allegations or denials of his pleading, but his response, by affidavits or as otherwise provided in this rule, must set forth specific facts showing that there is a genuine issue for trial. If he does not so respond, summary judgment, if appropriate, shall be entered against him.” Rule 56(e), SCRPC. Unsupported allegations or assertions will not withstand a motion for summary judgment. “The adverse party’s response, including affidavits or as otherwise provided by the rule, must set forth specific facts showing there is a genuine issue for trial.” *SSI Medical Services, Inc. v. Cox*, 301 S.C. 493, 497 (1990).

Plaintiff made a sufficient showing to support its claim that the parties intended to encumber the manufactured home by the mortgage. The Mortgage on its face includes reference to the manufactured home as a portion of the property being encumbered. To the extent that Defendants claim that they had a different intent with regard to the encumbrance, Defendants

proffered no evidence or testimonial facts in support of said matter of factual dispute. As such, Plaintiff is entitled to judgment as a matter of law.

With regard to the foreclosure, Plaintiff provided documentary and affidavit evidence supporting its claim for foreclosure, based upon the Defendants' failure to make a payment of \$ 15,631.40 on or before August 1, 2020, as required by the prior December 31, 2019, Order. Notwithstanding Defendants' unsupported allegations to the contrary, Plaintiff's affidavit of indebtedness included those charges allowable pursuant to the December 31, 2019 Order (principal, interest accruing from December 31, 2019, and certain escrow advances), and additional costs allowable pursuant to the Note and Mortgage incurred after the date of the Order. Defendants have provided nothing beyond mere allegations and denials in contravention to Plaintiff's affidavit and supporting evidence. As such, Plaintiff is entitled to judgment as a matter of law as to the foreclosure cause of action.

Likewise, with regard to Defendants' three counterclaims, Defendants cannot rely on general allegations set forth in their Answer and Counterclaims to defend against Plaintiff's motion for summary judgment, but rather must put forth affidavits or other evidence supporting their claims. Defendants' allegations in their counterclaims do not even go so far as to identify the party against whom they make the allegations, at times alleging acts as being committed by Plaintiff or a predecessor. Defendants' prior causes of action for violation of the South Carolina Unfair Trade Practices Act and violations of Fair Debt Collections Practices Act were discharged by the Chapter 11 Bankruptcy filed October 23, 2012, by GMAC Mortgage LLC, the then-plaintiff in the case. *See* Defendants' Answer, CA No. 2009-CP-12-00237, at p. 6, ¶ 48 - p. 7, ¶ 53; p. 8, ¶ 71 - p. 9, ¶ 76 (March 23, 2010). Defendants have generally alleged violations of these statutes in their

Counterclaims and have provided no evidence as required by Rule 56, SCRPC, as to any facts which would support these claims. As such, Plaintiff is entitled to judgment as a matter of law.

“Conversion is the unauthorized assumption and exercise of the right of ownership over goods or personal chattels belonging to another, to the alteration of the condition or the exclusion of the owner's rights.” *Hawkins v. City of Greenville*, 358 S.C. 280, 297, 594 S.E.2d 557, 566 (Ct. App. 2004) (*citation omitted*). Plaintiff must establish either title to or right to the possession of the personal property. “The plaintiff must show either title or right to possession of the property at the time of conversion.” *Moore v. Weinberg*, 644 S.E.2d 740, 749, 373 S.C. 209 (Ct. App. 2007). A plaintiff may prevail upon a claim for conversion by showing the unauthorized detention of property, after demand. *Mackela v. Bentley*, 365 S.C. 44, 614 S.E.2d 648 (Ct. App. 2005). Neither the general allegations set forth in the Counterclaims nor the absence of affidavit evidence identify Defendants’ alleged property, any demand for the return, or Defendants’ right or title therein. Defendants’ generalized allegation with regard to “some” misapplication of payment made by some party, which allegations are denied, are insufficient as a matter of law to support their conversion claim. *See, e.g., Regions Bank v. Schmauch*, 582 S.E.2d 432, 354 S.C. 648 (Ct. App. 2003).

Because this Court properly found in favor of Plaintiff as a matter of law, this Court’s reference to a special referee is warranted and proper pursuant to Rule 53, SCRPC. A foreclosure is a matter in equity, and no right to jury exists.

Defendants Ebonee and Georgia Brown have not demonstrated that the Court erred in granting Plaintiff’s Motion for Summary Judgment, and the matters raised in Defendants’ Motion have been fully considered and correctly adjudicated by this Court. Wherefore, Plaintiff respectfully requests that the Defendants’ Motion for Reconsideration be denied, for an award of

attorneys' fees and costs in opposing said Motion, and for all other relief as this Honorable Court may deem just and proper.

Respectfully submitted this 6th day of February, 2024.

By: /s/ Meredith L. Coker
McMichael Taylor Gray, LLC
J. Pamela Price (SC Bar #14336) pprice@mtglaw.com
Brian L. Campbell (SC Bar #74521) bcampbell@mtglaw.com
January N. Taylor (SC Bar #80069) jtaylor@mtglaw.com
Meredith L. Coker (SC Bar #71103) mcoker@mtglaw.com
Steven Hippolyte (SC Bar #105093) shippolyte@mtglaw.com
3550 Engineering Drive, Suite 260
Peachtree Corners, GA 30092
Telephone: (470) 905-2153
Facsimile: (404) 745-8121
Attorneys for Plaintiff

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS

Case No. 2009-CP-12-0237

WVMF FUNDING, LLC,

Plaintiff,

vs.

**Ebonee D. Brown; Georgia A. Brown;
and South Carolina Department of Motor
Vehicles,**

Defendants.

**RECORD OF HEARING
OF TRIAL OF CASE**

The Plaintiff and Defendants Ebonee D. Brown and Georgia A. Brown (hereinafter “the Defendants”) hereby jointly submit this record of hearing with regard to the trial of the above-captioned action, which was held on February 20, 2019. This is a contested mortgage foreclosure action. The Defendants had pled counterclaims in this action; however, those counterclaims were against the original plaintiff in this case, GMAC Mortgage, LLC, and were discharged through that entity’s bankruptcy proceedings. Accordingly, the Plaintiff’s mortgage foreclosure claim was the only claim tried.

By agreement, trial was held at the office of the special referee in this action, William C. Tindal, at his office in Lancaster, South Carolina. No court reporter was present. Present at the trial were the special referee, Plaintiff’s counsel (Jonathan M. Riddle, then of Stern & Eisenberg Southern, PC¹), the Defendants’ counsel (Andrew S. Radeker, Esquire), the Defendants, and Mr. Michael Dolan, an officer of Statebridge Company, LLC (hereinafter “Statebridge”), a company that performs mortgage loan servicing. Despite due notice being provided, no one attended on behalf of Defendant South Carolina Department of Motor Vehicles.

¹ Mr. Riddle now longer works for this firm. This firm still represents the Plaintiff in this case.

Mr. Dolan offered testimony, to which the Defendants objected, that Statebridge is the Plaintiff's mortgage servicing agent with respect to the mortgage account subject of this case. The basis of the Defendants' objection was that the declarations of a purported agent are insufficient, as a matter of law, to establish the existence of an agency relationship. The court permitted the testimony but reserved ruling on the question of whether the evidence adduced at the trial is sufficient to establish the servicing agency relationship. The court noted the Defendants' continuing objection to all testimony and evidence to the effect that Statebridge is the plaintiff's servicer for this loan.

Mr. Dolan testified that Statebridge is in the business of servicing mortgage loans and that the general way Statebridge conducts business involves receiving the servicing of existing mortgage loan accounts. He testified that Statebridge receives loan balances and the amounts of loan components from the previous servicer at the time that Statebridge commences servicing a mortgage loan account, which he stated is standard in the mortgage loan servicing industry. He further testified that Statebridge checks the accuracy of the records that it receives as part of the "boarding" process when it takes over servicing of a loan. He testified that Statebridge's documents for a given loan include payment histories generated by prior servicers. Mr. Dolan testified that when Statebridge creates records of events occurring after it imports data from a previous servicer's records, Statebridge creates the record entries at or around the time of the transactions recorded in those entries and that Statebridge's records are made and kept in the course of a regularly-conducted business activity.

Mr. Dolan testified that the original note involved in this case is being kept in a vault by Wells Fargo. Mr. Dolan testified Statebridge took over servicing of the mortgage loan subject of this case on March 15, 2018, from a previous servicer and that this loan has had several servicers.

Mr. Dolan testified that Statebridge's records for this loan account begin with figures that come from the loan's previous servicer. Mr. Dolan did not provide testimony about how the loan's previous servicers made or kept their records.

The Plaintiff offered the following exhibits:

- A) Plaintiff's Exhibit A, a copy of the note at issue and a note allonge. The Defendants objected to the introduction of the note allonge on the grounds that Mr. Dolan had testified that he did not recognize the signature thereon. The court admitted the exhibit.
- B) Plaintiff's Exhibit B, the subject mortgage, which was admitted without objection.
- C) Plaintiff's Exhibit C, a recorded assignment document stating it assigns the subject mortgage from Mortgage Electronic Registration Systems, Inc. as nominee for Primary Residential Mortgage, Inc. to GMAC Mortgage, LLC, which was admitted without objection.
- D) Plaintiff's Exhibit D, a recorded assignment document stating that GMAC Mortgage, LLC by Ocwen Loan Servicing, LLC as its attorney-in-fact, assigns the subject mortgage to The Bank of New York Mellon Trust Company, NA as FHA qualified trustee for ResCap Liquidating Trust, which was admitted without objection.
- E) Plaintiff's Exhibit E, a recorded assignment document stating that The Bank of New York Mellon Trust Company, NA as FHA qualified trustee for RESCAP Liquidating Trust, by Loan Care LLC as attorney-in-fact, assigns the subject mortgage to MVMF Funding, LLC, which was admitted without objection.
- F) Plaintiff's Exhibit F, which is in the form of a payoff letter from Statebridge dated February 14, 2019, which Mr. Dolan testified is a summary of what Statebridge's records show as the total payoff for the subject loan and the components thereof. The

- Defendants objected to the admission of this exhibit on hearsay grounds, arguing that the document contains multiple levels of hearsay for which no hearsay exception had been shown. The Defendants also objected on the grounds that the Plaintiff sought admission of this document as a summary but that the document failed to comply with the requirements of Rule 1006, SCRE, arguing that the summarized data was not itself admissible and that the Defendants were not given an opportunity to inspect the summarized data or documents. The court advised that it would rule after the trial on the admissibility of this exhibit.
- G) Plaintiff's Exhibit G, which Mr. Dolan testified is an escrow disbursement summary for the subject loan that goes back to November of 2014. The Defendants made the same objections to this exhibit that they did to Exhibit F, and the court similarly advised that it would rule after the trial on the admissibility of this exhibit.
- H) Plaintiff's Exhibit H, which Mr. Dolan testified is a summary of expenses charged to the subject loan that goes back to November of 2016. The Defendants made the same objections to this exhibit that they did to Exhibit F, and the court similarly advised that it would rule after the trial on the admissibility of this exhibit.
- I) Plaintiff's Exhibit I, Mr. Riddle's affidavit on behalf of Stern & Eisenberg Southern, PC of attorney's fees and costs, which was admitted without objection.

The Plaintiff rested its case, and the Defendants moved for a nonsuit. The court asked that this motion be made in writing following the trial, to be addressed in written submissions to be filed by the Plaintiff and the Defendants.

The Defendants called Defendant Georgia Brown to testify. Ms. Brown is Defendant Ebonee Brown's mother. Ms. Brown testified that, around the end of October in 2009, GMAC

Mortgage orally offered her and Ebonee a payment plan, into which they entered, first over the phone and then in writing. Ms. Brown testified that GMAC asked her to send in the first payment under the payment plan before the paperwork for the plan arrived and that she did so. She testified that she and Ebonee sent another payment in on November 18, 2009. She also testified that she and Ebonee sent in another payment on December 7, 2009. Ms. Brown testified that, shortly after sending in the payment on December 7, she received a letter from GMAC stating that the payment plan was cancelled because a payment was not received by its due date. She testified that this statement by GMAC in its letter was not true, as she and Ebonee actually made the payments under the plan ahead of time until GMAC unilaterally cancelled the plan. She testified that none of the payments she and Ebonee made under this payment plan were ever returned.

The Defendants offered the following exhibits, authenticated by Ms. Brown's testimony:

- A) Defendants' Exhibit A, a document bearing GMAC Mortgage letterhead, dated October 29, 2009, and entitled Foreclosure Repayment Agreement. Ms. Brown testified this is the payment plan document sent by GMAC Mortgage that she and her daughter signed and returned to GMAC Mortgage. The Plaintiff objected to this document, stating that it was not signed by GMAC and was irrelevant, since not all payments under it were made. The court admitted the document, stating that the matters related in the objection would go to substantive weight and not to admissibility.
- B) Defendants' Exhibit B, a copy of a check dated October 28, 2009, from Founders Federal Credit Union (listing Georgia Brown as the credit union member) to GMAC Mortgage in the amount of \$819.20, which was admitted without objection. Ms. Brown testified this was the check used for the first payment under the payment plan.

- C) Defendants' Exhibit C, a copy of MoneyGram ExpressPayment receipt dated November 18, 2009, listing "Eboney D. Brown/Georgia M. Brown" as sender and GMAC as payee in the amount of \$815.80, which was admitted without objection.
- D) Defendants' Exhibit D, a copy of MoneyGram ExpressPayment receipt dated December 7, 2009, listing "Eboney D. Brown/Georgia M. Brown" as sender and GMAC as payee in the amount of \$815.80, which was admitted without objection.
- E) Defendants' Exhibit E, a letter from GMAC Mortgage to the Defendants dated December 4, 2009, stating that "[t]he repayment plan we previously established at your request has been canceled" because "[t]he payment was not received by the payment due date as specified in the signed repayment agreement."

The Defendants rested their case. The court requested that counsel consult with one another and submit written memoranda as to nonsuit motions and other argument about the case, with counsel having an opportunity to respond to each other's submissions.

Regardless of whether the exhibits were admitted into evidence, all exhibits offered by the parties at trial are submitted with this record of hearing for the court's ease of reference.

Respectfully submitted,

/s/ Priti M. Patel
Priti M. Patel
S.C. Bar No. 79835
STERN & EISENBERG SOUTHERN, PC
1709 Devonshire Dr.
Columbia, South Carolina 29204
(803) 462-5006
ppatel@sterneisenberg.com (email)
ATTORNEY FOR PLAINTIFF

/s/ Andrew S. Radeker
Andrew S. Radeker
S.C. Bar No. 73743
HARRISON, RADEKER & SMITH, P.A.
Post Office Box 50143
Columbia, South Carolina 29250
(803) 779-2211
drew@harrisonfirm.com (email)
ATTORNEY FOR DEFENDANTS
EBONEE AND GEORGIA BROWN

107610301

ELECTRONICALLY FILED - 2019 Sep 11 8:50 AM - CHESTER - COMMON PLEAS - CASE#2009CP1200237

Multistate

NOTE
MIN 1001464-0151300972-3
MERS TELEPHONE: (888) 679-6377

06010602527
Loan No. 151300972
FHA Case No. 4614059721703

August 31, 2006
(Date)

1167 GOLDMINE ROAD, CHESTER, SOUTH CAROLINA 29706
(Property Address)

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means PRIMARY RESIDENTIAL MORTGAGE INC. and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **One Hundred Three Thousand Three Hundred Seventy Seven And 00/100 Dollars (U.S. \$ 103,377.00)**, plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of Six and One Half percent (6.500%) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) **Time**
Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on **October 1, 2006**. Any principal and interest remaining on the first day of September, 2036 will be due on that date, which is called the "Maturity Date."

(B) **Place**
Payment shall be made at **4750 WEST WILEY POST WAY #200, SALT LAKE CITY, UTAH 84116** or at such place as Lender may designate in writing by notice to Borrower.

(C) **Amount**
Each monthly payment of principal and interest will be in the amount of **U.S. \$ 659.41**. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) **Allonge to this Note for payment adjustments**
If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

Graduated Payment Allonge Growing Equity Allonge Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY

(A) **Late Charge for Overdue Payments**
If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of Four percent (4.00%) of the overdue amount of each payment.

(B) **Default**
If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) **Payment of Costs and Expenses**
If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

FHA Multistate Fixed Rate Note - 10/95

Page 1 of 2

Initial

usfnote



Record on Appeal p. 160

PLAINTIFF'S EXHIBIT
A

7. WAIVERS

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

8. GIVING OF NOTICES

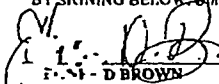
Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

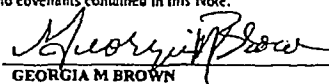
9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

 _____ (Seal)
D BROWN -Borrower

Social Security No.: 623-16-3469

 _____ (Seal)
GEORGIA M BROWN -Borrower

Social Security No.: 551-74-1746

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Pay to the order of: GWMC BANK
Without Recourse

By:  _____
BADIE YOUNG
VICE PRESIDENT

Note Allonge

Statement of Purpose: This Note Allonge is attached to and made a part of the Note, for the purpose of Noteholder Endorsement to evidence a transfer of interest.

WAM ID: 107610301

ResCap ID: 601662527



3966953

Loan Number: 2441171

Servicer Loan Number: 22317945

Loan Date: 8/31/2006

Original Loan Amount: \$103,377.00

Lender: PRIMARY RESIDENTIAL MORTGAGE, INC.

Borrower: EBONEE D BROWN & GEORGIA M BROWN

Property Address: 1167 GOLDMINE ROAD, CHESTER, SOUTH CAROLINA 29706

Pay to the order of

WVMF FUNDING, LLC

Without recourse

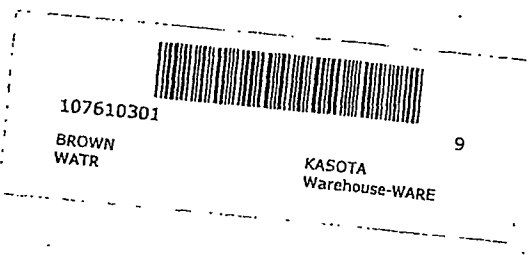
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
AS FHA QUALIFIED TRUSTEE FOR RESCAP LIQUIDATING
TRUST, BY MERIDIAN ASSET SERVICES, INC., ITS
ATTORNEY-IN-FACT

By: _____

Printed Name: MATTHEW KRUEGER

Title: VICE PRESIDENT

2441171 ResCap LT 3966953



107610301

20
15
11/16/16



000045027 BK: 01310 P#: 00119

06-657

When Recorded Return to:
PRIMARY RESIDENTIAL MORTGAGE INC.
4750 WEST WILEY POST WAY #200
SALT LAKE CITY, UTAH 84116
Attn.: SHIPPING DEPT./DOC. CONTROL

FILED, RECORDED, INDEXED
09/14/2006 03:19:18PM
Rec Fee: 21.00 St Fee: 0.00
Co Fee: 0.00 Pages: 15
Clerk of Court, Chester County, SC
Sue K. Carpenter

601662527
655-261

[Space Above This Line For Recording Data]

State of South Carolina

MORTGAGE

FHA Case No.

4614059721703

MIN 1001464-0151300972-3
MERS TELEPHONE: (888) 679-6377

THIS MORTGAGE ("Security Instrument") is given on August 31, 2006. The Mortgagor is **EBONEE D BROWN, AN UNMARRIED WOMAN, GEORGIA M BROWN, AN UNMARRIED WOMAN**. ("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. **PRIMARY RESIDENTIAL MORTGAGE INC.**, ("Lender") is organized and existing under the laws of the State of NEVADA, and has an address of 4750 WEST WILEY POST WAY #200, SALT LAKE CITY, UTAH 84116. Borrower owes Lender the principal sum of One Hundred Three Thousand Three Hundred Seventy-Seven And 00/100 Dollars (U.S. \$ 103,377.00). 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 September 1, 2036. 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 MERS (solely as nominee for Lender and Lender's successors and assigns), and to the successors and assigns of MERS the following described property located in CHESTER County, South Carolina:

FHA South Carolina Mortgage with MERS - 4/56
Amended 2/01

Page 1 of 10

Initials:

M.B.
CB

scfmcrid



PLAINTIFF'S
EXHIBIT
15

000045027 Bk: 01310 Pg: 00120

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

MANUFACTURERS NAME: CLAYTON HOMES
MODEL: OXFORD
MODEL YEAR: 2006
MODEL NUMBER: OXFORD
SERIAL NUMBER: OHCO17718NCAB
LENGTH AND WIDTH: 76 X 32

which has the address of 1167 GOLDMINE ROAD [Street] CHESTER [City], South Carolina 29706 [Zip Code] ("Property Address");

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, 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.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the

FHA South Carolina Mortgage with MERS - 4/96
Amended 2/01

Initials: 

000045027 Bk: 01310 Pg: 00121

Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

FHA South Carolina Mortgage with MERS - 4/96
Amended 2/01

Page 3 of 10

Initials: 

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In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. 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 (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. 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 the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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

FHA South Carolina Mortgage with MERS - 4/96
Amended 2/01

Page 4 of 10

Initials: 

000045027 Bk: 01310 F# 00123

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.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 34(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately

FHA South Carolina Mortgage with MERS - 4/96
Amended 2/01

Page 5 of 10

Initials

000045027 Bk: 01310 Pg: 00124

preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of 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 successor 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 9(b). 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. 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 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.

14. 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.

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

16. 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 Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable

FHA South Carolina Mortgage with MERS - 4/96
Amended 2/01

Page 6 of 10

Initials: 

000045027 Bk: 01310 Pg: 00125

or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "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:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant. Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

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

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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 18, 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.

If the Lender's Interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. 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 without charge to Borrower. Borrower shall pay any recordation costs.

20. Waiver. Borrower waives all rights of homestead exemption in the Property.

21. 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.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall

FHA South Carolina Mortgage with MERS - 4/96
Amended 2/01

Page 7 of 10

Initials

000045027 Bk: 01310 Pg: 00126

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)].

- | | | |
|---|--|--|
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Growing Equity Rider | <input checked="" type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Graduated Payment Rider | MANUFACTURED HOME RIDER |

FHA South Carolina Mortgage with MERS - 4/28
Amended 2/01

Page 8 of 10

Initials: 


000045027 BK= 01310 Pg= 00127

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

 _____ (Seal)
 _____ -Borrower
EBONEE D BROWN

 _____ (Seal)
 _____ -Borrower
GEORGIA M BROWN

_____ (Seal)
_____ -Borrower

_____ (Seal)
_____ -Borrower

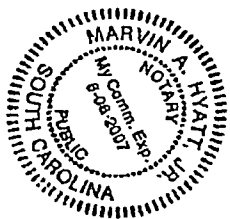
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STATE OF SOUTH CAROLINA,
Personally appeared before me Jan O'Neil York County ss:
that She saw the within named Borrower sign, seal, and as their act and deed, deliver the within
written Mortgage; and that She with Marvin A. Hyatt, Jr. witnessed
the execution thereof.
Sworn before me this 31 day of August, 2006.

My Commission Expires:

(Seal) 6-6-07

MA
Notary Public for South Carolina



FHA South Carolina Mortgage with MERS - 4/96
Amended 2/01

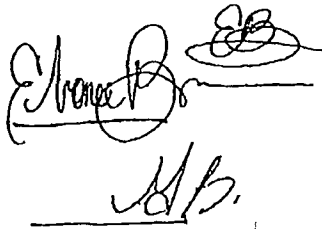
Page 10 of 10

Initials: MA
EB

000045027 Bk: 01310 Ps: 00129

All that certain piece, parcel, or lot of land lying, being, and situate in the State of South Carolina, County of Chester, with all improvements thereon, known as A PORTION OF Tract Seventeen (17), being 2.218 acres, more or less, as shown on a Plat of Survey for Ebonee Dee Brown drawn by Hipp Land Surveying, dated January 24, 2005, and recorded in Plat Cabinet D, Slide 66, Page 8-B, in the Office of the Clerk of Court for Chester County, South Carolina, which plat is hereby incorporated herein as part of this description and made a part hereof for a more accurate depiction of metes, bounds, courses, and distances.

DERIVATION: This being the identical property conveyed to Ebonee D. Brown by deed from Georgia M. Brown dated June 2, 2006 and recorded June 20, 2006, in Book 518 at Page 230 in the Office of the Clerk of Court for Chester County, South Carolina. Ebonee D. Brown then conveyed a 1/2 interest in this property by deed recorded contemporaneously herewith this mortgage.



The image shows two handwritten signatures. The top signature is in cursive and appears to be 'Ebonee D. Brown', with a circular stamp or mark above it. Below it is another signature, possibly 'G.M. Brown', also in cursive.

(BROWN, EBONY 06-657.PFD/06-657/16)

000045027 Bk: 01310 Pa: 00130

06-657

Manufactured Home Rider to Security Instrument

This rider is made this 31st day of August, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to: **PRIMARY RESIDENTIAL MORTGAGE INC.**

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1167 GOLDMINE ROAD, CHESTER, SOUTH CAROLINA 29706
(property address)

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

1. **Meaning of Some Words.** As used in this Rider, the term "Loan Documents" means the Note, the Security Instrument and any Construction Loan Agreement, and the term "Property", as the term is defined in the Security Instrument, includes the "Manufactured Home" described in paragraph 3 of this Rider. All terms defined in the Note and Security Instrument shall have the same meaning in this Rider.
2. **Purpose and Effect of Rider.** If there is a conflict between the provisions in this Rider and those in the Security Instrument, the provisions in this Rider shall control the conflicting provisions in the Security Instrument, will be eliminated or modified as much as is necessary to make all of the conflicting terms agree with this Rider.
3. **Lender's Security Interest.** All of Borrower's obligations secured by the Security Instrument also shall be secured by the Manufactured Home:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

**MANUFACTURERS NAME: CLAYTON HOMES
MODEL: OXFORD
MODEL YEAR: 2006
MODEL NUMBER: OXFORD
SERIAL NUMBER: OHCO17718NCAB
LENGTH AND WIDTH: 76 X 32**

wfmhrid



151300972



RIDER

000045027 Bk: 01310 Ps: 00131

4. **Affixation. Borrower covenants and agrees**
 - a. to affix the Manufactured Home to a permanent foundation on the Property;
 - b. to comply with all Applicable Law regarding the affixation of the Manufactured Home to the Property;
 - c. upon Lender's request, to surrender the certificate of title to the Manufactured Home, if surrender is permitted by Applicable Law, and to obtain the requisite governmental approval and documentation necessary to classify the Manufactured Home as real property under Applicable Law;
 - d. that affixing the Manufactured Home to the Property does not violate any zoning laws or other local requirements applicable to the Property;
 - e. that the Manufactured Home will be, at all times and for all purposes, affixed to and part of the Property.
5. **Charges; Liens.** Section 4, Paragraph 1 of the Security Instrument is amended to add a new third sentence to read:

Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and receipts evidencing the payments.
6. **Property Insurance.** Section 5, Paragraph 1 of the Security Instrument is amended to add a new second sentence to read:

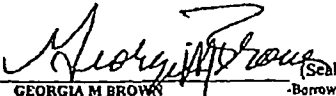
Whenever the Manufactured Home is transported on the highway, Borrower must have trip insurance.
7. **Notices.** The second sentence of Section 15 of the Security Instrument is amended by inserting the words "unless otherwise required by law" at the end.
8. **Additional Events of Default.** Borrower will be in default under the Security Instrument:
 - a. if any structure on the Property, including the Manufactured Home shall be removed, demolished, or substantially altered;
 - b. if Borrower fails to comply with any requirement of Applicable Law (Lender, however, may comply and add the expense of the principal balance Borrower owes to Lender); or
 - c. if Borrower grants or permits any lien on the Property other than Lender's lien, or liens for taxes and assessments that are not due and payable.
9. **Notice of Default.** If required by Applicable Law, before using a remedy, Lender will send Borrower any notice required by law, and wait for any cure period that the law may require for that remedy.

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10. Additional Rights of Lender in Event of Foreclosure and Sale. In addition to those rights granted in the Note and Security Instrument, Lender shall have the following rights in the event Lender commences proceedings for the foreclosure and sale of the Property.
- a. At Lender's option, to the extent permitted by Applicable Law, Lender may elect to treat the Manufactured Home as personal property ("Personal Property Collateral"). Lender may repossess peacefully from the place where the Personal Property Collateral is located without Borrower's permission. Lender also may require Borrower to make the Personal Property Collateral available to Lender at a place Lender designates that is reasonably convenient to Lender and Borrower. At Lender's option, to the extent permitted by Applicable Law, Lender may detach and remove Personal Property Collateral from the Property, or Lender may take possession of it and leave it on the Property. Borrower agrees to cooperate with Lender if Lender exercises these rights.
 - b. After Lender repossesses, Lender may sell the Personal Property Collateral and apply the sale proceeds to Lender's reasonable repossession, repair, storage, and sale expenses, and then toward any other amounts Borrower owes under the Loan Documents.
 - c. In the event of any foreclosure sale, whether made by Trustee, or under judgment of a court, all of the real and Personal Property Collateral may, at the option of Lender, be sold as a whole or in parcels. It shall not be necessary to have present at the place of such sale the Personal Property Collateral or any part thereof. Lender, as well as Trustee on Lender's behalf, shall have all the rights, remedies and recourse with respect to the Personal Property Collateral afforded to a "Secured Party" by Applicable Law in addition to, and not in limitation of, the other rights and recourse afforded Lender and/or Trustee under the Security Instrument.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Rider.


 _____ (Seal)
 EBONEE D BROWN -Borrower


 _____ (Seal)
 GEORGIA M BROWN -Borrower

_____ (Seal)
 -Borrower

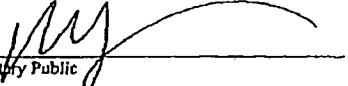
_____ (Seal)
 -Borrower

000045027 BK: 01310 Ps: 00133

STATE OF S Carolina

COUNTY OF York

I, the undersigned Notary Public, in and for the aforesaid State and County, do hereby certify that **EBONEE D BROWN** and **GEORGIA M BROWN** (Borrowers). Personally appeared before me in said County and acknowledged the within instrument to be their act and deed. Given under my hand and seal this 31 day of August, 2006


Notary Public

State of S Carolina

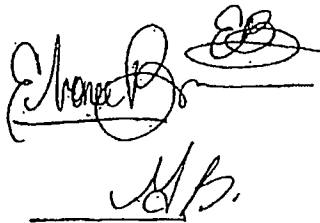
County of York

My commission expires 10-6-07



All that certain piece, parcel, or lot of land lying, being, and situate in the State of South Carolina, County of Chester, with all improvements thereon, known as A PORTION OF Tract Seventeen (17), being 2.218 acres, more or less, as shown on a Plat of Survey for Ebonee Dee Brown drawn by Hipp Land Surveying, dated January 24, 2005, and recorded in Plat Cabinet D, Slide 86, Page 8-B, in the Office of the Clerk of Court for Chester County, South Carolina, which plat is hereby incorporated herein as part of this description and made a part hereof for a more accurate depiction of metes, bounds, courses, and distances.

DERIVATION: This being the identical property conveyed to Ebonee D. Brown by deed from Georgia M. Brown dated June 2, 2006 and recorded June 20, 2006, in Book 918 at Page 230 in the Office of the Clerk of Court for Chester County, South Carolina. Ebonee D. Brown then conveyed a 1/2 interest in this property by deed recorded contemporaneously herewith this mortgage.



The image shows two handwritten signatures. The top signature is written in cursive and appears to be 'Ebonee D. Brown'. To its right is a smaller, more stylized signature that looks like 'EB'. Below the main signature is another signature that appears to be 'M.B.' with a horizontal line underneath it.

(BROWN, EBONY 06-657.PFD/06-657/16)

Requested By: AR 03/10/2017

Instrument Volume Page
200900059910 1443 221
200900059910
Filed for Record in
CHESTER COUNTY SC
SUE K. CARPENTER
05-19-2009 At 03:46:16 PM.
ASSIGN MTG 6.00
Volume 1443 Page 221 - 221

40670.F29649/0601662527
STATE OF SOUTH CAROLINA

COUNTY OF CHESTER

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned, Mortgage Electronic Registration Systems, Inc., as nominee for Primary Residential Mortgage, Inc does hereby transfer, assign, set over and convey to GMAC Mortgage, LLC, its successors and assigns forever, that certain mortgage, made and executed by Ebonee D. Brown and Georgia M. Brown to Mortgage Electronic Registration Systems, Inc., as nominee for Primary Residential Mortgage, Inc, dated August 31, 2006, and duly recorded on September 14, 2006, in Mortgage Book 1310, Page 119, in the Office of the Clerk of Court for Chester County in the State of South Carolina.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed and delivered this 15 day of April, 2009.

In the presence of:

Mortgage Electronic Registration
Systems, Inc., as nominee for Primary
Residential Mortgage, Inc

Rita Harbour
Witness #1
Walter Penick
Witness #2

By: *[Signature]*
(Name of Officer)
Title: Jeffrey Stephan
Vice President

STATE OF Pa
COUNTY OF Montgomery

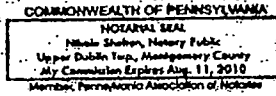
ACKNOWLEDGMENT
S.C. CODE 30-5-30

The undersigned, a Notary Public for the State of Pa, does hereby certify that the within-named Officer of Mortgage Electronic Registration Systems, Inc., as nominee for Primary Residential Mortgage, Inc personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal on this 15 day of April, 2009.
W. K. O'Connell

Notary Public for _____

My Commission Expires: _____



ASSIGNEE ADDRESS: GMAC Mortgage, LLC
1100 Virginia Drive
P.O. Box 8300
Fort Washington, PA 19034

MIN# 1001464-0151300972-3

PLAINTIFF'S
EXHIBIT
C

Recording Requested By:
OCWEN LOAN SERVICING, LLC

201500085151
Filed for Record in
CHESTER COUNTY SC
SUE K. CARPENTER, CLERK OF COURT
04-08-2015 At 04:16:54 pm.
ASSIGN MTG 6.00
Volume 1629 Page 95 - 95

WHEN RECORDED RETURN TO:
SECURITY CONNECTIONS, INC.
240 TECHNOLOGY DRIVE
IDAHO FALLS, ID 83403

CORPORATE ASSIGNMENT OF MORTGAGE

Chester, South Carolina
SELLER'S SERVICING #:0601682527 "BROWN" -R

Date of Assignment: March 23rd, 2015
Assignor: GMAC MORTGAGE, LLC BY OCWEN LOAN SERVICING, LLC, ITS ATTORNEY IN FACT* at 1661 WORTHINGTON ROAD, SUITE 100, WEST PALM BEACH, FL 33409
Assignee: THE BANK OF NEW YORK MELLON TRUST COMPANY, NA AS FHA QUALIFIED TRUSTEE FOR RESCAP LIQUIDATING TRUST at 525 WILLIAM PENN PLACE, PITTSBURGH, PA 15259

Executed By: EBONEE D BROWN, AN UNMARRIED WOMAN, GEORGIA M BROWN, AN UNMARRIED WOMAN
To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), SOLELY AS NOMINEE FOR PRIMARY RESIDENTIAL MORTGAGE INC, ITS SUCCESSORS AND/OR ASSIGNS
Date of Mortgage: 08/31/2006 Recorded: 09/14/2006 In Book/Reel/Liber: 01310 Page/Folio: 00119 as Instrument No.: 000045027 In the County of Chester, State of South Carolina.

Property Address: 1167 GOLDMINE ROAD, CHESTER, SC 29706

Legal: N/A

*POWER OF ATTORNEY RECORDED 03/12/2014, 201400080920, 1096/189

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of \$103,377.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Mortgage.

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

GMAC MORTGAGE, LLC BY OCWEN LOAN SERVICING, LLC, ITS ATTORNEY IN FACT*
On MAR 23 2015

By: Tracey Latham
TRACEY LATHAM
Authorized Signer

WITNESS
Dawn Weatherwax
DAWN WEATHERWAX

WITNESS
Dawn R. Britmann
DAWN R. BRITMANN

STATE OF Iowa
COUNTY OF Black Hawk

On MAR 23 2015, before me, RACHEL MOORE, a Notary Public in and for Black Hawk in the State of Iowa, personally appeared TRACEY LATHAM, Authorized Signer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

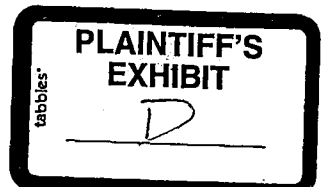
WITNESS my hand and official seal,

Rachel Moore
RACHEL MOORE
Notary Expires: 09/23/2016 #764817



(This area for notarial seal)

*MKL*MKLGMAC*03/23/2015 08.02 33 AM* GMAC36GMACA00020000000004099498* SC-CHESTER*0601682527 SCSTATE_MORT_ASSIGN_ASSN *TL*TLGMAC*



COPY

201700097055
Filed for Record in
CHESTER COUNTY SC
SUE K. CARPENTER, CLERK OF COURT
10-11-2017 At 11:56:17 am.
ASSIGN NTG 6.00
Volume 1713 Page 212 - 212

Prepared by and return to:)
BROCK & SCOTT, PLLC)
3800 Fernandina Road, Suite 110)
Columbia, SC 29210)
File No.: 15-24863)
MIN # 1001464-0151300972-3)
MERS Phone No: (888) 679-6377)

ASSIGNMENT OF MORTGAGE

For valuable consideration received, the party of the first part The Bank Of New York Mellon Trust Company, NA As FHA Qualified Trustee For ResCap Liquidating Trust, its successors and assigns, 225 Liberty Street, New York, NY 10286 (hereinafter referred to as "Assignor"), as holder of the referenced mortgage, does hereby grant, assign, transfer and set over unto the said party of the second part, WVMF FUNDING, LLC, 1140 Avenue of the Americas, New York, NY 10036 (hereinafter referred to as "Assignee"), that certain mortgage executed by Ebonee D. Brown and Georgia M. Brown, in favor of Mortgage Electronic Registration Systems, Inc. as nominee for Primary Residential Mortgage, Inc., its successors and assigns, dated August 31, 2006 and recorded on September 14, 2006 in Book 1310 at Page 119, Public Records of Chester County, State of South Carolina.

WHEREAS, the undersigned Assignor has executed this Assignment of Mortgage on this 5th day of October, 2017.

[Signature]
Witness signature

TIM DUNNIN
Printed Name

[Signature]
Witness signature
KIMLY FRANCIS

Printed Name

The Bank Of New York Mellon Trust Company, NA as FHA Qualified Trustee for ResCap Liquidating Trust, its successors and assigns by LoanCare, LLC as Attorney in Fact Under a Limited Power of Attorney

Signature: [Signature]

Printed Name: SHANNA SIMMONS

Title: ASSISTANT SECRETARY

THE STATE OF Virginia
CITY OF Virginia Beach

I, KATHERINE J. MEYER, do hereby certify that the within-named LoanCare, LLC as Attorney in Fact Under a Limited Power of Attorney for The Bank Of New York Mellon Trust Company, NA As FHA Qualified Trustee For ResCap Liquidating Trust, by SHANNA SIMMONS (name), its ASSISTANT SECRETARY (title), personally appeared before me this 5th day of October, 2017 and acknowledged the due execution of the foregoing instrument.

[Signature]
NOTARY PUBLIC for the state of Virginia
My commission expires: 03/31/2018

Katherine J. Meyer
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 192858
My Commission Expires March 31, 2018

PLAINTIFF'S
EXHIBIT
E

ELECTRONICALLY FILED - 2019 Sep 11 8:50 AM - CHESTER - COMMON PLEAS - CASE#2009CP1200237



February 14, 2019

EBONEE D BROWN
PO BOX 50143 COLUMBIA
COLUMBIA SC 29250-0143

Payoff figures have been requested on the loan for the borrower and property described below.

Loan ID: 0000044003
Loan Type: FHA FHA/VA Case # 461-4059721
EBONEE D BROWN
GEORGIA M BROWN
1167 GOLDMINE RD
CHESTER, SC 29706

When remitting funds, please use our loan number to insure proper posting and provide us with the borrower's forwarding address. Funds received in this office after 12:00 noon will be processed on the next business day, with interest charged to that date. All funds must be certified: money order, wire, Western Union, or cashier's check.

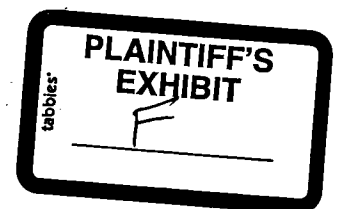
All payoff figures are subject to clearance of funds in transit. The payoff is subject to final audit when presented. Any overpayment or refunds will be mailed directly to the borrower. We will prepare the release of our interest in the property after all funds have cleared.

Projected Payoff Date	3/31/2019
Principal Balance	\$101,190.39
Interest Thru 3/31/2019	\$70,716.71
Fees	\$18,534.53
Prepayment Penalty	\$0.00
Release Fees	\$0.00
Funds owed by borrower (escrow advance)	\$33,627.22
Funds owed to borrower	(\$3.78)
Total Payoff	\$224,065.07
Per diem	\$18.02

The next payment due is 8/1/2008. Payments are made by Billing on a Monthly basis. The current interest rate is 6.50000% and the P & I payment is \$653.41. The taxes are next due 1/15/2020.

PLEASE CONTACT US TO UPDATE FIGURES PRIOR TO REMITTING FUNDS AS THEY ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Statebridge Company, LLC
5680 Greenwood Plaza Blvd
Suite 100 S
Greenwood Village, CO 80111
(866) 466-3360
(720) 600-7894 Fax
payoff@statebridgecompany.com



Statebridge Company, LLC is a debt collector and is attempting to collect a debt. Any information obtained may be used for that purpose. If you are in active bankruptcy or have previously received a discharge in bankruptcy, this correspondence is not and should not be construed to be an attempt to collect a debt, but a possible enforcement of a lien against property.

Statebridge Company, LLC 5680 Greenwood Plaza Blvd, Suite 100 S Greenwood Village, CO 80111 www.statebridgecompany.com



EBONEE D BROWN - Loan ID #000044003

FEE DETAILS

<u>Description</u>	<u>Amount</u>
Late Charge	\$2,858.15
BPO	\$100.00
Inspections	\$140.00
FC Attorney Cost	\$365.00
Prior Serv. Misc	\$15,071.38
	<hr/>
	\$18,534.53

Statebridge Company, LLC is a debt collector and is attempting to collect a debt. Any information obtained may be used for that purpose. If you are in active bankruptcy or have previously received a discharge in bankruptcy, this correspondence is not and should not be construed to be an attempt to collect a debt, but a possible enforcement of a lien against property.

Statebridge Company, LLC 5680 Greenwood Plaza Blvd, Suite 100 S Greenwood Village, CO 80111 www.statebridgecompany.com

Date	Tax Disbs (-)	Haz Disbs (-)	Flood Disbs (-)	MI Disbs (-)	Escrow Pmts (+)
Transferred to Loan Care, LLC with no breakdown from prior servicer					
11.04.14				\$ (37.26)	
12.01.14				\$ (37.26)	
12.08.14	\$ (737.54)				
12.22.14				\$ (38.75)	
01.21.15				\$ (37.32)	
02.05.15		\$ (3,160.00)			
02.26.15				\$ (37.26)	
03.20.15				\$ (37.26)	
04.28.15				\$ (37.26)	
05.21.15				\$ (37.26)	
06.19.15				\$ (37.26)	
07.20.15				\$ (37.26)	
08.18.15				\$ (37.26)	
09.16.15				\$ (36.44)	
10.20.15				\$ (36.44)	
11.20.15				\$ (36.44)	
12.04.15	\$ (842.25)				
12.22.15				\$ (36.44)	
01.22.16				\$ (36.44)	
02.11.16		\$ (3,239.00)			
02.18.16				\$ (36.44)	
03.23.16				\$ (36.44)	
04.26.16				\$ (36.44)	
05.20.16				\$ (36.44)	
06.24.16				\$ (36.44)	
07.22.16				\$ (36.44)	
08.24.16				\$ (36.44)	
09.22.16				\$ (35.57)	
10.25.16				\$ (35.57)	
12.05.16				\$ (35.57)	
12.23.16	\$ (814.93)				
01.05.17				\$ (35.57)	
02.03.17				\$ (35.57)	
02.09.17		\$ (3,302.00)			
03.03.17				\$ (35.57)	
04.05.17				\$ (35.57)	
05.05.17				\$ (35.57)	
06.05.17				\$ (35.57)	
07.05.17				\$ (35.57)	
07.12.17				\$ (35.57)	
09.05.17				\$ (35.57)	
10.05.17				\$ (34.63)	
11.03.17				\$ (34.63)	
12.05.17				\$ (34.63)	
12.14.17	\$ (805.53)				



01.05.18		\$ (34.63)
02.05.18		\$ (34.63)
02.22.18	\$ (3,448.00)	
03.05.18		\$ (34.63)
Transferred to Statebridge 03/15/2018		
05.03.18		\$ (34.63)
05.03.18		\$ (34.63)
06.04.18		\$ (34.63)
07.05.18		\$ (34.63)
08.06.18		\$ (34.63)
09.05.18		\$ (34.63)
12.19.18	\$ (653.37)	
01.03.19	\$ (837.42)	
01.18.19	\$ (66.19)	

Escrow Refunds	Starting Escrow Balance
----------------	-------------------------

(\$14,029.90)
 (\$14,067.16)
 (\$14,104.42)
 (\$14,841.96)
 (\$14,880.71)
 (\$14,918.03)
 (\$18,078.03)
 (\$18,115.29)
 (\$18,152.55)
 (\$18,189.81)
 (\$18,227.07)
 (\$18,264.33)
 (\$18,301.59)
 (\$18,338.85)
 (\$18,375.29)
 (\$18,411.73)
 (\$18,448.17)
 (\$19,290.42)
 (\$19,326.86)
 (\$19,363.30)
 (\$22,602.30)
 (\$22,638.74)
 (\$22,675.18)
 (\$22,711.62)
 (\$22,748.06)
 (\$22,784.50)
 (\$22,820.94)
 (\$22,857.38)
 (\$22,892.95)
 (\$22,928.52)
 (\$22,964.09)
 (\$23,779.02)
 (\$23,814.59)
 (\$23,850.16)
 (\$27,152.16)
 (\$27,187.73)
 (\$27,223.30)
 (\$27,258.87)
 (\$27,294.44)
 (\$27,330.01)
 (\$27,365.58)
 (\$27,401.15)
 (\$27,435.78)
 (\$27,470.41)
 (\$27,505.04)
 (\$28,310.57)



44003
 BROWN
 2/14/2019

Date	Property Inspection	Property Preservation	BPO	Atty Fee	Letter/Misc.	Corporate Advance Payments	Unrecoverable Expense	STATEBRIDGE
Transferred to Loan Care, LLC			with no breakdown from		\$13,277.14	prior servicer	44003	
11.25.16	\$20.00							BROWN
12.13.16				\$250.00				2/14/2019
12.20.16	\$20.00							
02.15.17				\$19.00				
02.15.17				\$19.00				
02.15.17				\$19.00				
02.15.17				\$19.00				
02.15.17				\$9.50				
03.16.17				\$19.00				
03.16.17				\$28.50				
03.16.17				\$19.00				
03.20.17		\$4.00						
06.13.17				\$28.50				
08.01.17	\$20.00							
08.15.17				\$129.00				
08.15.17				\$19.00				
09.01.17	\$20.00							
10.04.17	\$15.00							
11.01.17	\$20.00							
11.09.17				\$86.00				
11.20.17				\$21.87				
11.20.17				\$3.57				
12.12.17				\$19.00				
12.12.17				\$215.00				
12.12.17				\$9.50				
12.12.17	\$20.00							
01.16.18	\$20.00							
02.06.18	\$20.00							
03.01.18				\$57.00				
03.01.18				\$9.80				



03.01.18				\$215.00
03.14.18				\$107.50
03.14.18				\$47.50
03.14.18				\$28.50
03.14.18				\$19.00
03.14.18				\$19.00
03.14.18				\$38.00
03.14.18				\$38.00
03.14.18				\$38.00
03.14.18				\$64.50
Transferred to Statebridge 03/15/2018				
04.27.18	\$20.00			
05.30.18	\$20.00			
06.29.18	\$20.00			
07.24.18		\$100.00		
08.13.18	\$20.00			
09.26.18	\$20.00			
10.18.18	\$20.00			
11.28.18			\$365.00	
11.30.18	\$20.00			

Totals	\$315.00	\$4.00	\$100.00	\$1,980.24	\$13,277.14	\$0.00	\$0.00	\$ 15,676.38
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STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS
CASE NO.: 2009-CP-12-00237

WVMF FUNDING, LLC

Plaintiff,

**AFFIDAVIT OF ATTORNEY'S
FEES AND COSTS**

v.

EBONEE D. BROWN; GEORGIA M.
BROWN ; SOUTH CAROLIA
DEPARTMENT OF MOTOR VEHICLES

Defendant(s).

PERSONALLY APPEARED BEFORE ME, the undersigned who being duly sworn, deposes and states the following:

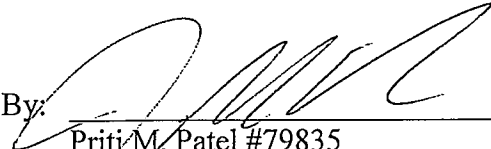
1. The Plaintiff retained the law firm of Stern & Eisenberg Southern, PC (hereinafter, the "Firm") to foreclose the Plaintiff's Mortgage(s) on the subject property.
2. The Firm involved in this representation concentrates its practice in the areas of foreclosure, bankruptcy and real estate.
3. Since the inception of this action, the Firm has assumed responsibility for the institution of this action and has searched and updated the title on the subject property from the date the current owner received the property or the date the mortgage was executed to the date of the filing of the Lis Pendens. The Firm has been responsible for the preparation of the following pleadings:
 - a) Lis Pendens;
 - b) Summons and Complaint;
 - c) Affidavits of Default and Non-Military Service;
 - d) Order of Reference;
 - e) Notice(s) of Hearing;
 - f) Record of Hearing;
 - g) Master's (Special Referee's) Order of Judgment and Foreclosure of Sale; and

SC201800000076

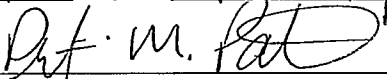


- h) Notice(s) of Sale.
4. Additionally, the Firm has arranged for service of process on the Defendant(s) and has scheduled and attended the hearing in this matter, has provided reinstatement and payoff figures and payment histories as requested or required, and may have had phone conversations with the Defendant(s).
 5. Additionally, the Firm incurred additional hourly fees due to the litigated nature of this case.
 6. Future duties include forwarding copies of the Judgment to the Defendant(s), arranging and coordinating the amount to be bid by the Plaintiff, representation of the Plaintiff at the sale, preparation of a Report on Sale and Order Confirming Sale, Master's/Special Referee's Deed and any other documents that may be necessary in this particular action.
 7. In addition to the time invested to date, we anticipate a minimum of four (4) additional hours after the hearing. Moreover, depending upon the interest shown by the Defendants, third parties, or counsel for either and the inherent negotiations required, other time may also be committed to the completion of this case.
 8. As of February 20, 2019, the Plaintiff has incurred costs of collection, to include title search, service fees, filing fees and other Court fees, in the amount of \$366.44, plus attorney's fees in the amount of \$3,047.50.
 9. As a result of these actions and the extent of the responsibility and the experience of the attorneys involved, the undersigned feels that an attorney's fee as of February 20, 2019, in the amount of \$3,047.5 for Plaintiff's legal counsel is just and proper for the representation provided to the Plaintiff.
 10. Plaintiff reserves the right to request additional compensation in the event further legal services are necessary.

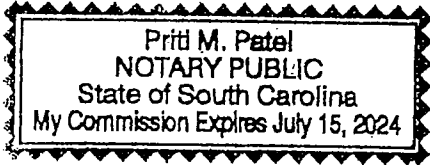
February 19, 2019

By: 
Priti M. Patel #79835
Jonathan M. Riddle #101475
Stern & Eisenberg Southern, PC
1709 Devonshire Drive
Columbia, SC 29204
Telephone: (803) 462-5006
Facsimile: (803) 929-0830
Attorney for Plaintiff

Sworn to and subscribed before me this
19th day of February, 2019.



Notary Public for the State of South Carolina
My Commission Expires: 7/15/2024



538262

ELECTRONICALLY FILED - 2019 Sep 11 8:50 AM - CHESTER - COMMON PLEAS - CASE#2009CP1200237

GMAC Mortgage

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

10/29/09

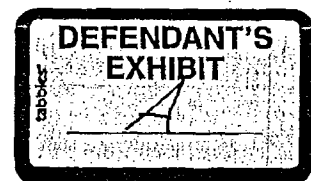
FORECLOSURE REPAYMENT AGREEMENT

EBONEE D BROWN
GEORGIA M BROWN
1179 GOLDMINE ROAD
CHESTER SC 29706

RE: Account Number 0601662527
Property Address 1167 GOLDMINE ROAD
CHESTER SC 29706

EBONEE D BROWN GEORGIA M BROWN ("Customer") and GMAC Mortgage, LLC ("Lender"), in consideration for the mutual covenants set forth in this Foreclosure Repayment Agreement (the "Agreement"), hereby agree as follows:

1. There is an outstanding debt to the Lender pursuant to a note and mortgage or deed of trust or equivalent security instrument (the "Mortgage") executed on 08/31/06, in the original principal amount of \$103377.00.
2. The account is presently in default for non-payment to Lender of the 06/01/08 installment and all subsequent monthly payments due on the Mortgage for principal, interest, escrows and charges.
3. The amount necessary to cure the default is \$15,621.50 plus such additional amounts that are presently due under the terms of the loan documents as of 10/29/09, and will increase until the default in the account is brought current.
4. Lender has instituted foreclosure proceedings against the property securing the Mortgage indebtedness, which proceedings will continue until the default(s) described herein is/are brought current under the terms of the Mortgage, or otherwise cured as provided for in this Agreement.
5. Notwithstanding the foregoing, Lender agrees to suspend but not terminate foreclosure activity on the default account, provided we receive the executed Agreement and we receive the initial installment in the amount of \$815.80 no later than 11/09/09. This executed Agreement can be mailed or faxed to us at:



53820

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10/29/09
Account Number 0601662527
Page Two

GMAC Mortgage, LLC
Attention: Default Payment Processor
3451 Hammond Avenue
Waterloo, IA 50702
Fax: 866-340-5043

- 6. Pursuant to your request you agree to pay the remainder of the default, \$, as indicated in the Payment Schedule enclosed and made a part hereof by reference. Customer understands that payments due under the Payment Schedule may include amounts due for real estate taxes and insurance, and the Payment Schedule amounts may, in such event, have to be increased, at the sole option of the Lender, if the items for such escrow purposes should increase during the duration of the Agreement.
- 7. All payments under this Agreement, including the regular monthly payments, shall be made in certified funds or cashier's check, shall include the account number on the Customer's check or on a written attachment to the check, and shall be sent to the following address:

GMAC Mortgage, LLC
Attention: Default Payment Processor
3451 Hammond Avenue
Waterloo, IA 50702

Additional methods of remitting payments under this agreement are:

- Money Gram using a Receive Code of 2365
- Western Union using a Code City and State of Home IA

If payment is tendered in any other form, Lender may return the payment and invoke any remedies available under the loan documents and this Agreement.

- 8. In the event we do not receive timely payment called for under this Agreement, Lender may, without further notice to Customer, undertake or continue collection or foreclosure activities. In such event, any payments tendered under this Agreement shall be applied to the account in the manner specified in the Mortgage, and there will be no right to a refund of the tendered funds. In the event Lender chooses to accept any payment not in the full amount called for under this Agreement, such acceptance shall not be deemed a waiver of Lender's right to declare a default under this Agreement. Upon any default in meeting the terms of this Agreement, any such payments received under the terms of this Agreement shall be applied first against the default in the account, with the excess, if any, then applied according to the terms of the Mortgage. The parties expressly understand and agree time shall be of the essence as to the obligation under this Agreement.

10/29/09
Account Number 0601662527
Page Three

9. Customer understands and agrees that all other provisions, covenants and agreements set forth in the Mortgage shall remain in force and effect during the duration of this Agreement and thereafter, and this Agreement shall not constitute a modification or extension of the Mortgage.
10. If a notice of a new or subsequent bankruptcy is received during the duration of this Agreement, the Agreement will automatically be voided.
11. Acceptance of any payment hereunder shall not constitute a cure nor be deemed a waiver of the existing default, and in no manner shall such acceptance prejudice any rights of Lender to proceed with the Trustee Sale Action noticed in the Notice of Default, and shall not constitute a violation of California Code of Civil Procedure Section 726.580(a), 580(d) (the One Form of Action Rule), and shall not invalidate the Notice of Default. Customer expressly relinquishes and waives any rights, claims and defenses Customer may have under any of the Code of Civil Procedure Sections or under the Loan with regard to any whole or partial payments, whether current, past or future.
12. If any additional amounts are added to the loan to be collected that have not been addressed in this agreement, those amounts will need to be paid at the conclusion of this agreement.

Notice: This is an attempt to collect a debt, and any information obtained will be used for that purpose. If your debt has been discharged in bankruptcy, our rights are being exercised against the collateral for the above-referenced account, not as a personal liability.

If you have any additional questions, please contact us at 888-714-4622, extension 2362350.

Loss Mitigation Department
Loan Servicing

Enclosure

538205

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10/29/09
Account Number 0601662527
Page Four

*****CERTIFIED FUNDS ONLY*****

NOTE: There is no grace period during this Agreement. Pursuant to your request and in order to cure the default on this account, all payments must be received on or before the due date.

RECEIVED AND AGREED:

Ebonee D Brown (Seal)
EBONEE D BROWN
Customer

11/9/09
Date

Georgia M Brown
GEORGIA M BROWN
Customer

11/9/09
Date

Upon receipt of the signed agreement, we as the Servicer will also execute to indicate our concurrence with this agreement.

Servicer

5:15

Commission Expires
12/12/2016
Georgia M. Brown
Notary Public
11/9/09

SIGN AND RETURN THIS PAGE ONLY

*****FAX TO 866-340-5043*****

S 382

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GMAC Mortgage, LLC
PO Box 780

PAGE 1
DATE 10/29/09

Waterloo

IA 50704-0780

REPAYMENT AGREEMENT- 601662527

----- MAIL ----- PROPERTY -----

EBONEE D BROWN
GEORGIA M BROWN
1179 GOLDMINE ROAD

1167 GOLDMINE ROAD

CHESTER

SC 29706

CHESTER

SC 29706

PMT NUM	PLAN DUE DATE	PMT PLAN AMOUNT	PMT AMOUNT	AMOUNT TO REG PMT	AMT TO LC/UNCOL	UNAPPLIED BALANCE	FIRST/LAST PMT APPLIED
01	11/09/09	815.80	815.80	815.80	0.00	127.80	06/08
02	12/09/09	815.80	815.80	815.80	0.00	127.80	07/08
03	01/09/10	815.80	815.80	815.80	0.00	127.80	08/08
04	02/09/10	815.80	815.80	815.80	0.00	127.80	09/08
05	03/09/10	815.80	815.80	815.80	0.00	127.80	10/08
06	04/09/10	815.80	815.80	815.80	0.00	127.80	11/08
07	05/09/10	15631.48E	14735.40	14735.40	1023.88	0.00	12/08 05/10

PLAN TOTAL . 20526.28

E - ESCROW CHANGE A - ALTERNATIVE LOAN P&I CHANGE B - BUYDOWN SUBSIDY CHANGE

800 COL24491

ELECTRONICALLY FILED - 2019 Sep 11 8:50 AM - CHESTER - COMMON PLEAS CASE#2009CP1200237

No. 2815191



FOUNDERS
FEDERAL CREDIT UNION

607 N. MAIN STREET
LANCASTER, S.C. 29720

Check Confirmation

SWI Check Withdrawal Voucher 10/28/09 08:35AM

4914 11 00 NMM DR#0003

160190-0 BROWN/GEORGIA M
AMT: -819.20 FROM REGULAR SHARE ACCT
WITH FEES: .00 BAL: 3,285.00

EFF DT: 10/28/09 2815191

Drive away with a Founders Auto Loan today!

MEMBER SIGNATURE:

Georgia Brown

DETACH THIS PORTION BEFORE DEPOSITING

THIS DOCUMENT HAS AN ARTIFICIAL WATER MARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.



FOUNDERS
FEDERAL CREDIT UNION

607 N. MAIN STREET
LANCASTER, S.C. 29720

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC.
P.O. BOX 9476, MINNEAPOLIS, MN 55480
DRAWEE: WACHOVIA BANK
BUFORD, GA

No. 2815191

EIGHT HUNDRED NINETEEN AND 20/100 DOLLARS

\$819.20

PAY

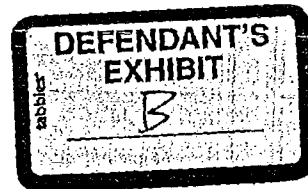
BMAC MORTGAGE
REM: EBONEE D BROWN &
GEORGIA M BROWN
NOVEMBER 1 MORTGAGE PAYMENT
ACCT# 0601662527

DRAWER: FOUNDERS FEDERAL CREDIT UNION

TO THE
ORDER OF

NON-NEGOTIABLE

AUTHORIZED SIGNATURE



Send a payment via
an online payment

MoneyGram ExpressPayment

RECEIVE CODE (REQUIRED):
CÓDIGO DE RECIBO (REQUERIDO):

2365

(minimum 4 digits / mínimo 4 dígitos)

MAKE SURE YOUR RECEIVE CODE IS CORRECT IT ULTIMATELY ROUTES YOUR PAYMENT IF YOU PROVIDE THE WRONG COMPANY NAME OR ADDRESS BELOW.
SEA CIERTO QUE SU CÓDIGO DE RECIBO ES CORRECTO EN EL CASO QUE PROPORCIONES EL NOMBRE Y LA DIRECCIÓN DE LA COMPAÑÍA EQUIVOCADO O INCORRECTO EN LA DIRECCIÓN DE LA DIRECCIÓN DE LA COMPAÑÍA INCORRECTA.

PAY TO:
PAGUE A:

GMHC

Company / Compañía

City / Ciudad
(optional / opcional)

State / Estado
(optional / opcional)

ACCOUNT NUMBER TO WHICH PAYMENT SHOULD BE APPLIED OR DESIGNATED RECIPIENT:
NÚMERO DE CUENTA A LA CUAL EL PAGO DEBE SER APLICADO O EL DESTINATARIO DESIGNADO:

0601662527

(Do not include dashes or spaces / No incluya espacios o guiones)

DOLLAR AMOUNT:
CANTIDAD DE DÓLARES:

815.80

Agent must complete the reverse side of this form for transactions of \$900.00 or more.
El Agente tiene que llenar el otro lado de este documento para transacciones de \$900.00 o más.

SENDER'S NAME:
LA PERSONA QUE ENVÍA:

EBONEE D. BROWN / GEORGINA M BROWN

First Name / Primer Nombre:

Middle Initial / Inicial

Last Name / Apellido(s)

1167 Goldmine Rd

Street / Calle

CHESTER, SC 29706 803-3856490

City / Ciudad

State / Estado

Zip / C.P.

Home Phone / Teléfono

Georgina M. Brown

Sender's Signature / Firma de la persona que envía

Date / Fecha

THIS TRANSACTION IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. THESE TERMS AND CONDITIONS LIMIT THE SENDER'S LEGAL RIGHTS AND SHOULD BE REVIEWED PRIOR TO SIGNING. / ESTA TRANSACCION ESTA SUJETA A LOS TERMINOS Y CONDICIONES QUE APARECEN AL REVERSO DE ESTA FORMA. ESOS TERMINOS Y CONDICIONES LIMITAN LOS DERECHOS DEL REMITENTE Y DEBERAN SER REVISADOS ANTES DE FIRMAR.

11/9/09 PAYMENT

MESSAGE:
MENSAJE:

ATTENTION:
ATENCIÓN:

CUSTOMER COPY
COPIA DEL CLIENTE

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www.moneygram.com

MoneyGram ExpressPayment

FOR AGENT USE / PARA USO DEL AGENTE

Reference Number / Número de Referencia

00862486

\$ 815.80

Dollar Amount / Cantidad de Dólares

\$ 8.50

Consumer Fee / Cargos

\$ 824.30

Total Collected / Total Cobrado

[Signature]

Agent Employee Name
Nombre del Empleado del Agente

702

MoneyGram Operator #
Número del Operador de MoneyGram

Reference/Referencia# 80862486

Amount Transferred/
Cantidad del Envío 815.80

Fee/Cargos 8.50

Total 824.30

Collect/Cobrado

Receiver Information
Información de la persona que recibe
GMHC MORTGAGE
Account/Cuenta: ****2527

Third Party Information
Información de terceros

Sender Information
Información de la persona envía
EBONEE/GEORGINA BROWN
1167 GOLDMINE RD
CHESTER, 29706

SEND/ENVÍO

ExpressPayment (TM)

CHESTER, SC 29706
(803) 581 - 6278
DATE/FECHA: 11/18/09 TIME/HORA: 11:15

CUSTOMER COPY/COPIA DEL CLIENTE
WPL*HART 1603

DEFENDANT'S EXHIBIT

[Signature]

13192364696 CARY

ELÉCTRONICALLY FILED - 2019 Sep 11 8:50 AM - CHESTER - COMMON PLEAS - CASE#2009CP1200237

MoneyGram ExpressPayment

FOR AGENT USE / PARA USO DEL AGENTE

Reference Number / Número de Referencia

97612590

\$ 815.80

Dollar Amount / Cantidad de Dólares

\$ 8.50

Consumer Fee / Cargos

\$ 824.30

Total Collected / Total Cobrado

A Connor

Agent Employee Name / Nombre del Empleado del Agente

1053

MoneyGram Operator # / Número del Operador de MoneyGram

Send a payment via MoneyGram ExpressPayment

RECEIVE CODE (REQUIRED) / CÓDIGO DE RECIBO (REQUERIDO): 2365
(minimum 4 digits / mínimo 4 dígitos)

PAY TO / PAGUE A: G-mac
Company / Compañía

MAKE SURE YOUR RECEIPT CODE IS CORRECT. IT WILL AUTOMATICALLY ROUTE YOUR PAYMENT IF YOU PROVIDE THE WRONG COMPANY NAME OR ADDRESS BELOW. SEA CERTEO QUE SU CÓDIGO DE RECIBO ES CORRECTO. EN EL CASO QUE PROPORCIONES EL NOMBRE Y LA DIRECCIÓN DE LA COMPAÑÍA EQUIVOCADO O INCORRECTO, EL SISTEMA AUTOMÁTICAMENTE ENVIARÁ SU PAGAMENTO A LA COMPAÑÍA INCORRECTA.

City / Ciudad (optional / opcional) State / Estado (optional / opcional)

ACCOUNT NUMBER TO WHICH PAYMENT SHOULD BE APPLIED OR DESIGNATED RECIPIENT / NÚMERO DE CUENTA A LA CUAL EL PAGO DEBE SER APLICADO O EL DESTINATARIO DESIGNADO: 0601662507

DOLLAR AMOUNT / CANTIDAD DE DÓLARES: 815.80
Agent must complete the reverse side of this form for transactions of \$300.00 or more. El Agente tiene que llenar el reverso de este documento para transacciones de \$300.00 o más.

SENDER'S NAME / LA PERSONA QUE ENVÍA: Ebonice D Brown / Georgia M Brown
First Name / Primer Nombre Middle Initial / Inicial Last Name / Apellido(s)

1167 Goldmine Rd.
Street / Calle

Chester SC 29706 (803) 385-6490
City / Ciudad State / Estado Zip / C.P. Home Phone / Teléfono

Georgia M Brown 12/7/09
Sender's Signature / Firma de la persona que envía Date / Fecha

THIS TRANSACTION IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. THOSE TERMS AND CONDITIONS LIMIT THE SENDER'S LEGAL RIGHTS AND SHOULD BE REVIEWED PRIOR TO SIGNING. / ESTA TRANSACCIÓN ESTÁ SUJETA A LOS TÉRMINOS Y CONDICIONES QUE APARECEN AL REVERSO DE ESTA FORMA. ESOS TÉRMINOS Y CONDICIONES LIMITAN LOS DERECHOS DEL REMITENTE Y DEBERÁN SER REVISADOS ANTES DE FIRMAR.

MESSAGE / MENSAJE: 12/09 PAYMENT

ATTENTION / ATENCIÓN:

CUSTOMER COPY / COPIA DEL CLIENTE

www.moneygram.com

(7182) REC CODE

IN RETURN FOR YOUR TIME YOU COULD RECEIVE ONE OF FIVE \$1000 WALMART SHOPPING CARDS
ID #: 79FLGZKC4D1
http://www.survey.walmart.com
You will need to enter the following online:
Please complete a survey about today's store visit at:
Walmart Shopping

Must be 18 or older and a legal resident of the 50 US or DC to enter. No purchase necessary to enter or win. To enter without purchase and for complete official rules visit www.entrysurvey.walmart.com. Sweepstakes period ends on the date shown in the official rules. Survey must be taken within TWO weeks of today.

Esta encuesta también se encuentra en español en la página del Internet

WALMART

Walmart

Save money. Live better.

MANAGER JASON FARRIS
ST# 1603 OP# 00000392 TR# 01175
EP SENT AMT 068113178251 815.80 0
EP SEND FEE 068113178252 8.50 0
TOTAL 824.30
DEBIT TEND 824.30
CHANGE DUE 0.00

PAY FROM PRIMARY
ACCOUNT: 6722
824.30 TOTAL PURCHASE
REF # 934100133711
NETWORK ID 0087 RPPR CODE 322733
12/07/09 12:45:47

ITEMS SOLD 2

TC# 2798 9141 56 5999 7790

We want you to ask about...
Lowest Price...
Match policy...
12:45:51

DEFENDANT'S EXHIBIT
D

CUSTOMER COPY/CÓPIA DEL CLIENTE

WAL*MART 1603

CHESTER, SC 29706
(803) 581 - 6278
DATE/FECHA:12/07/09 TIME/HORA:12:45

Express Payment (TH)

SEND/ENVIO

Sender Information
Información de la persona envía
EBONEE/GEORGIA BROWN
1179 GOLDHINE RD
CHESTER, SC 297066921

Third Party Information
Información de terceros

Receiver Information
Información de la persona que recibe
GMAC MORTGAGE
Account/Cuenta: *****2527

Reference/Referencia# 97612597

Amount Transferred/ Cantidad del Envío	815.80
Fee/Cargos	8.50
Total	824.30
Collect/Cobrado	824.30

THIS TRANSACTION IS SUBJECT TO THE
TERMS AND CONDITIONS ON THE MONEYGRAM
RECEIPT HOLDER. / ESTA TRANSACCION
ESTA SUJETA A LOS TERMINOS Y
CONDICIONES QUE VIENEN EN LA FORMA DE
RECIBO

GMAC Mortgage

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

12/04/09

EBONEE D BROWN
GEORGIA M BROWN
1179 GOLDMINE ROAD
CHESTER SC 29706

RE: Account Number 0601662527
Property Address 1167 GOLDMINE ROAD
CHESTER SC 29706

Dear EBONEE D BROWN
GEORGIA M BROWN

The repayment plan we previously established at your request has been canceled for one or more of the following reasons:

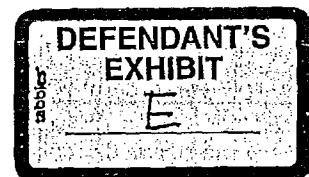
- The payment received does not represent the correct amount as specified in the signed repayment agreement.
- The payment was not received by the payment due date as specified in the signed repayment agreement.
- The signed repayment agreement has not been received.
- The required contribution has not been received.

Notice -- This is an attempt to collect a debt and any information obtained will be used for that purpose. If your debt has been discharged in bankruptcy, our rights are being exercised against the collateral for the above-referenced loan, not as a personal liability.

At this time, the default proceedings will resume. If you wish to discuss the status of your account or the canceled payment plan, please contact the Loss Mitigation Department at 888-714-4622, extension .

Loss Mitigation Department
Loan Servicing

5:86



RECEIVED

Jun 26 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHESTER COUNTY
Court of Common Pleas

J. Mark Hayes, II, Circuit Judge

Appellate Case No. 2024-000372

Wilmington Savings Fund Society FSB as Trustee of Stanwich Mortgage Loan Trust
I,.....Respondent,

v.

Ebonee D. Brown; Georgia M. Brown; South Carolina Department of Motor
Vehicles,.....Defendants,

of whom Ebonee D. Brown and Georgia M. Brown are theAppellants.

CERTIFICATE OF COUNSEL

I certify that the record on appeal contains all material proposed to be included
by any of the parties and not any other material.

Respectfully submitted,

/s/ Andrew S. Radeker
Andrew S. Radeker
S.C. Bar No. 73743
Radeker Law, P.A.
Post Office Box 6903
Columbia, South Carolina 29260
(803) 500-0891
drew@radekerlaw.com
Attorney for Appellants

February 24, 2025