

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM THE CHARLESTON
Mikell R. Scarbrough, Master In Equity Court

Vandora M. Huggins-Edwards,.....Appellant

v.

Deutsche Bank National Trust Company
As Trustee of Amerquest Mortgage Securities, Inc.
Asset Backed Pass Through Certificates,
Series 2005-R4CGM under The Pooling and Serving
Agreement dated as May 01, 2005, without recourse,.....Respondent

RECORD ON APPEAL

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Vandora M. Huggins-Edwards
1218 Gunn Avenue
Charleston, South Carolina 29407
(843)801-7392
PRO SE for Appellant

SC Court of Appeals

Rogers, Townsend and Thomas
220 Executive Center Drive (29210)
Post Office Box 100200
Columbia, SC 29202-3200
(803) 744-1855

Sean M. Foerster
Attorneys for Respondent Deutsche Bank
National Trust Company, as Trustee of
Amerquest Mortgage Securities, Inc., Asset
BackedmPass through Certificates, Series
2005-R4CGM under Pooling and Servicing
Agreement dated May 1, 2005, without
Recourse

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1 adjust the value downward, in this instance, \$5,000
2 when the lot size was reduced; is that correct?

3 A Yes, sir.

4 THE COURT: Did you get a price per square foot of
5 land? How did you do that?

6 A Yes, sir. There had been a couple of sales in the
7 area. There was one that occurred about two years ago that
8 was around four, five thousand square feet, sold for 21,500.
9 There is currently one listed at 17,500 and there are
10 several lots across the street at the Maryville area listed
11 around, I believe, 21,500. I came up with a per square foot
12 adjustment.

13 THE COURT: Do you recall what that figure was?

14 A I believe it's around \$3 a square foot.

15 THE COURT: What was the range that you found?

16 A I don't recall.

17 THE COURT: You would have gotten a range?

18 A Yes, sir.

19 THE COURT: Two of your comps were -- I think you
20 said they were superior. One was better, one had been
21 modified?

22 A The range for the improved sales?

23 THE COURT: Right.

24 A It was between 61,000 to 106. And 106 was a
25 listing.

1 THE COURT: All right. But as far as coming up
2 with the price per square foot of raw land you
3 didn't -- you don't recollect the range --

4 A No, sir.

5 THE COURT: Somewhere around \$3 a foot is where
6 you came in?

7 A Yes.

8 THE COURT: Very good. That's all questions I've
9 got unless you have follow up.

10 MR. FOERSTER: Nothing further, Your Honor.

11 MR. BIGLER: Just to clarify the figures that you
12 just went through.

13 Q I understand from that that \$3 per square foot is
14 an estimate of the value of unimproved land in similar
15 situations in that neighborhood; is that correct?

16 A Yes.

17 THE COURT: All those comps were in the Maryville
18 area?

19 A Yes, Maryville; the near area.

20 THE COURT: All right. Very good. Thank you,
21 ma'am. No further questions.

22 MR. FOERSTER: None, Your Honor. May the witness
23 be excused?

24 THE COURT: You may be excused. Twenty-six is not
25 in evidence, on the record.

1 MR. FOERSTER: Yes, Your Honor. I'm sorry.

2 (Whereupon Plaintiff's Exhibit 26 is received in evidence.)

3 THE COURT: You want to call Mr. Dawley?

4 MR. FOERSTER: Yes, Your Honor.

5 (Charles F. Dawley, 661 Hidden Blvd., Mt. Pleasant, S.C.

6 29464, duly sworn, testifies as follows:)

7 DIRECT EXAMINATION BY MR. FOERSTER:

8 Q Can you please state your full name for the
9 record?

10 A Charles Francis Dawley, Jr.

11 Q Do you go by Chuck?

12 A Chuck.

13 Q What is your occupation?

14 A I'm a registered land surveyor of the State of
15 South Carolina.

16 Q Do you work for a company or for yourself?

17 A Self-employed.

18 Q Where is your office located?

19 A Office at 475A Deanna Lane, which is Wando or
20 Charleston 29496.

21 Q How long have you been a land surveyor?

22 A Licensed -- I've been licensed by the state since
23 1983, and surveying since 1972.

24 Q Do you hold any certifications or classifications?

25 A I'm a Registered Tier B Surveyor of the state, as

1 per their regulations rules and regulations.

2 Q Was there any requirement for obtaining that?

3 A At the time, years ago, the requirements that I
4 had to adhere to were, before I was eligible to take the
5 exam, was eight years of practical experience, then the
6 examination. Nowadays it's education requirements also.

7 Q How many land surveys have you conducted?

8 A Over the total years in excess of six thousand,
9 say.

10 Q How many plats have you drawn up?

11 A Probably 75% of that would be where we draw plats
12 and so forth.

13 Q Is that mainly residential land or --

14 A A good bulk of the surveying I've done over the
15 years has been residential; yes, sir.

16 MR. FOERSTER: Your Honor, at this time I would
17 offer Mr. Dawley as an expert witness in the field of
18 land surveying.

19 THE COURT: Any objection or voir dire?

20 MR. COCKLEY: No.

21 MR. MCFARLAND: No.

22 THE COURT: Very good. So approved.

23 Congratulations.

24 A Thank you, sir.

25 Q Mr. Dawley, have you surveyed the property located

1 at 1218 Gun Avenue with TMS number 418-05-00-279 as it
2 currently looks today?

3 A Yes.

4 Q When did you do that survey?

5 A We performed the field work and the plat, I think,
6 was in July of 2011.

7 Q What area of Charleston is the subject property
8 located?

9 A West Ashley area or more specifically in
10 Maryville.

11 Q Did you draw up a plat of what the property
12 currently looks like today?

13 A Yes, as a preliminary I did; yes, sir.

14 MR. FOERSTER: Your Honor, let the record reflect
15 I'm showing Plaintiff's Exhibit Number 23 to counsel.

16 THE COURT: All right.

17 (pause)

18 Q Mr. Dawley, I'm handing you Plaintiff's Exhibit
19 Number 23. Is this a copy of that preliminary plat that you
20 just mentioned?

21 A Yes, sir.

22 MR. FOERSTER: Your Honor, at this time I would
23 offer this preliminary plat in evidence.

24 THE COURT: All right.

25 (Whereupon Plaintiff's Exhibit 23 is received in evidence.)

1 THE COURT: Without objection, very good.

2 Q Did your survey disclose the encroachments on this
3 property?

4 A Yes, sir.

5 Q Can you please describe the encroachment for the
6 Court?

7 A The house that's at the corner lot on -- I think
8 it's 322, actually has been located to be over what would
9 have been the original property lines between 322 and 323
10 and also some concrete walkways and -- a walkway and I'll
11 call it a patio or an apron, concrete apron also; yes, sir.

12 Q When you mention Lot 322 did you mean Lot 324, the
13 corner lot?

14 A Yes. The corner lot.

15 Q I can give you another copy of that plat. You can
16 look on.

17 A Okay.

18 (Hands up document.)

19 A Yes, sir. It's Lot 324 not 322. And 324 is the
20 corner lot at the corner of Diana and Gun Avenue.

21 Q Thank you. Now, I've requested that -- a proposed
22 plat from you that would propose a new boundary line to
23 eliminate this encroachment. Do you recall me doing that?

24 A Yes.

25 Q Did you draw such a proposed plat?

1 A I did; yes, sir.

2 MR. FOERSTER: Your Honor, let the record reflect

3 I'm showing counsel Plaintiff's Exhibit Number 24.

4 (pause)

5 Q Mr. Dawley, I'm showing you Plaintiff's Exhibit

6 Number 24. Is this a copy of the proposed plat showing the

7 proposed new boundary line that we just discussed?

8 A Yes. We call it property line adjustment.

9 Q You did that plat?

10 A Yes.

11 MR. FOERSTER: Your Honor, I would offer

12 Plaintiff's Exhibit Number 24 into evidence at this

13 time.

14 THE COURT: All right. Without objection. Thank

15 you, sir.

16 (Whereupon Plaintiff's Exhibit 24 is received in evidence.)

17 Q Now, Mr. Dawley, are you familiar with the zoning

18 requirements for this property?

19 A Yes.

20 Q What is the zoning district which this property is

21 located?

22 A This is a zoning, an R2 zoning.

23 Q What does that mean?

24 A It's a zoning designation by City of Charleston

25 which has certain setback requirements. In this case, since

1 this is a corner lot, the setbacks are called to be nine and
2 nine from the west -- or the side lines, then 25 from the
3 rear and the front, and depending on how the zoning
4 department would look at this property, the way I show the
5 setbacks for the proposed property line adjustment could --
6 that specific location or location of the specific setback
7 lines could be viewed as being 25 feet from Diana and
8 25 feet from the line between lots 322 and 323 as opposed to
9 the way I'm showing them here.

10 I went by the premise that we had an address
11 of 1218 Gun Avenue. Meaning that Gun Avenue would be the
12 front, and the rear would be the rear yard. That's how I
13 drew those setback lines there.

14 Secondly, in this particular zoning district
15 the minimum lot size requirement is 6000 square feet, to
16 meet the current zoning regulations.

17 Q In your expert opinion does your proposed plat,
18 showing this proposed new boundary line, would that comply
19 with the zoning requirements for the area?

20 A As I stated, the way I view it -- the way I'm --
21 have drawn the plat, this is my interpretation of where the
22 setbacks should be. So with that in mind, of course the
23 City of Charleston Zoning Department would have the final --
24 would have to go through the approval process through the
25 City of Charleston Zoning Department, but in my opinion this

1 is the way I would submit it. And then, of course, with
2 their interpretation we may have to adjust it accordingly.

3 Q Under this new proposed boundary line it would
4 give Lot 324, which is Mr. Bigler's, lot an additional 1690
5 square feet worth of property. Does that sound right?

6 A Yes. The lot -- original lot size was 50 by 100.
7 But it's on -- not a ninety degree angle, so probably less
8 than five thousand. In round numbers, yes.

9 Q Now, if the Court were to approve this new
10 boundary line what further actions and approval would be
11 necessary in order for this new boundary line to take effect
12 and be recognized by the city?

13 A We would have to go through the formal approval
14 process, which would be at staff level. We would submit the
15 plat on a Monday or at the end of the week, they would have
16 staff -- staff would review it, and they would supply any
17 comments that we may have to make to the plat or
18 adjustments, and then it's usually about a two week process
19 at staff level. But they have to approve it before the plat
20 can be recorded at the RMC Office.

21 Q Do you see any serious obstacles to getting it
22 approved as you've drawn it?

23 A No, sir.

24 MR. FOERSTER: Your Honor, I have no further
25 questions at this time.

1 THE COURT: All right. Mr. Bigler.

2 CROSS EXAMINATION BY MR. BIGLER:

3 Q Mr. Dawley, I would like you to review my Exhibit
4 9, which I believe is --

5 THE COURT: In my possession? Hand that to him.

6 (Hands up document.)

7 Q Do you recognize this as a marked-up copy of one
8 of your exhibits?

9 A Yes, sir.

10 MR. FOERSTER: Your Honor, I'm going to object if
11 he tries to offer this into evidence, if that's where
12 he's going with this. I'll wait for when that happens.

13 THE COURT: All right.

14 Q Does this appear to be your Exhibit 24 enlarged
15 and with additional marks?

16 A Twenty-four being the proposed property line
17 adjustment exhibit? Is that right?

18 Q Yes.

19 A Yes, sir.

20 Q You notice a heavy dark line drawn that is labeled
21 proposed boundary at midline?

22 A Yes.

23 Q I would like to ask you about the concrete landing
24 and the concrete walkway that's shown on this diagram. Does
25 the concrete walkway extend beyond the proposed property

1 line that you submitted with your Exhibit 24?

2 A Yes.

3 Q And that's a concrete walkway?

4 A Yes.

5 MR. FOERSTER: Your Honor, I do have to object.

6 This isn't the same exact copy.

7 THE COURT: It's okay. The objection is
8 overruled. Go ahead. You want to put that in through
9 him, I'll let you make that offer in a minute. Let him
10 testify about it.

11 MR. BIGLER: I don't understand the nature of the
12 objection because --

13 THE COURT: It doesn't matter. Just ask
14 Mr. Dawley. Because in ten minutes I'm walking out of
15 here.

16 Q All right. I would like to also show you my
17 Exhibit 10 which is a photograph. Does this appear to be a
18 photograph of portions of lots 322 -- rather 324 and 323
19 showing that walkway?

20 A Yes.

21 Q I seem to be corrected here. It looks in this
22 photograph to be more a brick and concrete combination; is
23 that correct?

24 A Yes.

25 Q Does it appear to be a proper length for a two car

1 parking pad?

2 A On either side of the tree?

3 Q Yes.

4 A I don't have the tree located on my survey, but
5 based on the size of the truck that's shown there, looks

6 like you might be able to fit two cars or two vehicles on
7 either side of the tree.

8 Q If you look at the diagram, which I've labeled
9 Defendant's Exhibit 9, and you see that the walkway appears
10 to be an L-shape, does it seem possible that that extension
11 left to right on the -- I should say away from the house,
12 might be 18 feet? Or, essentially, the short leg of the L?

13 A I don't show -- I show it graphically, and I'm
14 sure I have a dimension on it. As far as being specifically
15 18 feet --

16 Q That's -- it's within that general --

17 A More or less, generally?

18 Q Yes. That's true?

19 A Well, if we go to -- I believe the concrete
20 landing from the house was approximately 16 feet at the
21 rear, where I -- see where the concrete landing is labeled?
22 It's labeled concrete landing.

23 Q Yes.

24 A New proposed property line? I believe that
25 dimension was 16 feet.

1 Q From the house?

2 A Yes, from the house. So scale-wise I would say,
3 yes, it's generally close to 18 feet.

4 Q So if this indicated a parking pad for two cars
5 and a walkway to give access to those two cars, does the
6 proposed boundary line of your Exhibit 24 eliminate that
7 encroachment? *Fact*

8 A Could you just repeat it again?

9 Q I'd be happy to restate it. If the two car
10 parking pad and the walkway that gives access to that
11 parking pad is considered an encroachment on the middle lot,
12 323, would that encroachment be removed by the proposed
13 property line that you proposed in Exhibit 24? *Fact*

14 A No, sir.

15 MR. BIGLER: I don't have any further questions.

16 THE COURT: Okay.

17 MR. FOERSTER: If I may redirect?

18 THE COURT: Sure.

19 REDIRECT EXAMINATION BY MR. FOERSTER:

20 Q Real briefly. That walkway, it's marked on your
21 proposed new boundary plat to be abandoned; correct?

22 A We put a note on the proposed property line
23 adjustment plat, portion of sidewalk extending easterly of
24 new property line to be abandoned.

25 Q If that portion were to be abandoned there would

1 be no further encroachment on this property, would there be?

2 A No, sir.

3 Q And if the boundary line were to be redrawn as
4 shown on your proposed plat would Mr. Bigler have any other
5 way to access this property?

6 A He has access on -- actually on two sides, from
7 two road right-of-ways.

8 Q In his Exhibit Number 10 it shows a car parked on
9 the other side of the tree. There is still a driveway
10 there, correct, even if the boundary line would be redrawn?

11 A Yes.

12 MR. FOERSTER: No further questions.

13 MR. BIGLER: Your Honor?

14 THE COURT: Mr. Bigler.

15 RECROSS EXAMINATION BY MR. BIGLER:

16 Q You said, with respect to the walkway right now,
17 I'm not sure it was clear to everyone but you said that that
18 walkway was to be abandoned; is that correct? Not yet
19 abandoned?

20 A No, sir. It's still existing.

21 MR. BIGLER: I just wanted to clear that up.

22 Thank you.

23 THE COURT: All right. Just a couple of questions
24 for you, Mr. Dawley.

25 What were your limitations in -- or your concerns

1 with the proposed expansion of the property line? In
2 other words, the moving of the property line to, I
3 assume, the east, towards the interior lots?

4 A Yes, sir.

5 THE COURT: I note on here the building covers

6 what percentage of the lot, then you've got the shaded
7 or the -- not cross-hatched -- the dashed lines showing
8 what the, I guess, the ideal footprint would be?

9 A For setback lines.

10 THE COURT: Okay. So you testified it was nine
11 foot off the corners, I think?

12 A I have the zoning -- the specific terminology in
13 here, but they give you -- can I read it off?

14 THE COURT: You can. What I'm concerned about is
15 what do you see the potential problem to be with any
16 approvals with the city, I guess?

17 A As I stated, it's a corner lot, so the
18 determination of what is actually the front property line
19 and the rear property line and then the sides. That would
20 be -- that's the concern that I would have based upon how I
21 have drawn it today. There is a process that you can go
22 through. It's an appeal process. If the city says the
23 front setback is going to be Diana Street, means if you have
24 to be 25 feet from the front, the rear property line, which
25 is taking part of Lot 323, if they say that the front is

1 Diana, then the rear would have to go back far enough to get
2 25 feet clearance from the rear of the house.

3 THE COURT: The house fronts on Gun Avenue, has a
4 Gun Avenue address?

5 A A Gun Avenue address. Then that's the reason I
6 drew the setbacks as I did.

7 THE COURT: It's oriented towards Gun Avenue, is
8 it not?

9 A Yes, sir. That's how you access.

10 THE COURT: Mr. Bigler was asking about the
11 extension of the driveway over further into Lot 323.
12 Is that roughly two additional feet?

13 A The extension?

14 THE COURT: Yes, sir.

15 A I would say it's closer to probably six or seven
16 feet -- the extension of that eastern -- or that sidewalk
17 that goes across the proposed new property line at this
18 time.

19 THE COURT: Your proposal for the preliminary plat
20 on Plaintiff's Exhibit 24 would leave you with one lot
21 of 6600 square feet and the other with 83.10 square
22 feet?

23 A Yes, sir.

24 THE COURT: And currently zoning requires 6000
25 square feet?

1 A Yes, by today's zoning requirements. The minimum
2 lot size is 6000.

3 THE COURT: All right. Okay. I think that's all
4 the questions I've got.

5 MR. MCFARLAND: One short --

6 BY MR. MCFARLAND:

7 Q With respect to Exhibit 23 on your preliminary
8 plat, it might be on 24, I don't have that in front of me --
9 but the references to plats that you found on record, is
10 this the complete listing of all of the plats for this
11 property that you found on the records of the RMC in
12 Charleston County?

13 A I referenced surveys -- what we did was Maryville
14 dates back to the early 1920's, 1930's. So what we did was
15 actually researched and tried to get some recorded plats in
16 the area so I could box it in.

17 These references actually -- the reference
18 for our Maryville property beings the F188. Across Diana
19 Street is called Washington Park. That plat, I think, is
20 the G46A plat. Then the subsequent plats, T156, Y55 and
21 EJ892, are plats of resurveys of properties on Hobart Avenue
22 and Diana Lane to the north of us that we traversed and
23 located property corners just to orient ourselves in the
24 subdivision scheme.

25 MR. MCFARLAND: Thank you. That's all I have,

1 Your Honor.

2 MR. FOERSTER: I have, actually, have copy of the
3 plat he was talking about that's in the Deed. This is
4 the original plat. This is Plaintiff's Exhibit Number
5 22. We can put that in evidence.

6 THE COURT: That's the original?

7 MR. FOERSTER: That's referenced in all the deeds.

8 THE COURT: All right.

9 (Whereupon Plaintiff's Exhibit 22 is received in evidence.)

10 THE COURT: July 1944. All right. Any other
11 questions for Mr. Dawley?

12 MR. FOERSTER: No.

13 THE COURT: Very good. Thank you for coming. He
14 can be released from his subpoena as well?

15 MR. FOERSTER: Yes, Your Honor.

16 THE COURT: All right. It's noon. I have to be
17 somewhere. I'll take off. We'll come back at 1:30.

18 (Luncheon recess.)

19 THE COURT: We're still on the Plaintiff's case.
20 Anything further?

21 MR. FOERSTER: Nothing further. Just to -- in our
22 pleadings we asked for an injunction, but we recognize
23 that there would be an adequate remedy at law if this
24 property line were to be redrawn and if Mr. Bigler had
25 to pay in an amount to move the encroachment, but

1 absent that remedy I don't see any other adequate
2 remedy at law. I believe Plaintiff would be entitled
3 to an injunction requiring the removal of that
4 encroachment.

5 THE COURT: So this is an alternative remedy you
6 are putting forth?

7 MR. FOERSTER: Yes, Your Honor.

8 THE COURT: Less expensive and probably more --

9 MR. FOERSTER: Reasonable and would resolve this
10 issue, we believe. We feel Mr. Bigler should have to
11 compensate whoever for -- ultimately owns this
12 property -- for it.

13 THE COURT: All right. Very good. Plaintiff
14 rests? Any motions at all? That would be as to the
15 quiet title and the foreclosure and really that was
16 encroachment stuff, so Plaintiff's done?

17 MR. FOERSTER: Plaintiff's done, Your Honor.

18 THE COURT: All right.

19 Mr. Bigler I'll get to you. Let me just ask.
20 Mr. Cockley you don't have any --

21 MR. HUGER: No, I don't.

22 THE COURT: -- dog in the fight to speak of? Mr.
23 McFarland, any motions any matters?

24 MR. MCFARLAND: No motions. Not at this time,
25 Your Honor.

1 THE COURT: So as regards the encroachment issue
2 do you have any thing you intend to weigh in on that
3 matter before I turn to Mr. Bigler?

4 MR. MCFARLAND: Not unless something arises in Mr.
5 Bigler's case. I have possibly one exhibit, but I'm
6 not sure I will use that.

7 THE COURT: Before we go there, just because I
8 think he's now been released and done with their
9 testimony, but Mr. Bigler, exhibits 9 and 10 you had
10 shown those to Mr. Dawley, did you want to try and put
11 those into evidence, sir?

12 MR. BIGLER: Yes, as part of my case I would like
13 to do that.

14 THE COURT: Help me out. I know you objected to
15 number 9. I don't know about 10. Any distinction
16 between your 9 and the exhibits 24 and 25 or 23 and 24
17 that were put into evidence?

18 MR. FOERSTER: Yes, Your Honor. If you look at
19 the proposed plat of Chuck Dawley it's written to be
20 abandoned as to the walkway. It's different. He's
21 going off an earlier version of the proposed plat, I
22 guess, is what he's doing. Further objections, someone
23 crossed through all this stuff, written their own
24 measurements. We have no idea whether a real land
25 surveyor did the new measurements. I don't know what

1 this is. I don't think it's admissible, Your Honor.

2 THE COURT: I think that goes to weight and not
3 admissibility. I'll allow them in with that objection.
4 Same with the picture.

5 (Whereupon Defendant's Exhibits 9 and 10 are received in
6 evidence.)

7 THE COURT: I'm not expressing my opinion on the
8 validity of it just it's admissibility. Okay.

9 Then, Mr. Bigler, let me turn to you again, sir.

10 MR. BIGLER: Thank you, Your Honor.

11 THE COURT: Be glad to hear from you, any
12 testimony, any matters you want to bring to the Court's
13 attention.

14 MR. BIGLER: Okay. My case is set out in the
15 trial brief document that I submitted at the beginning
16 of the trial. What I've done here is list the facts
17 that I believe either are agreed to or established by
18 documents, and they are in my Section 1.

19 In Section 2 I've listed two or three additional
20 facts which I believe may be contested. And the facts
21 taken together, I believe, establish the basis for
22 correcting the Deed to change the boundary line and, in
23 the alternative, establish an implied easement by prior
24 use. Because I believe this is --

25 THE COURT: Let me stop you right off the bat.

1 Which deed do you contend is incorrect? The Deed of
2 Distribution?

3 MR. BIGLER: Yes.

4 THE COURT: From the Estate of Buster Huggins,
5 Senior?

6 MR. BIGLER: That is correct.

7 THE COURT: All right.

8 MR. BIGLER: That's the deed that severed the
9 corner lot, Lot 324, from the middle lot and the
10 additional lot that was 323 and 322.

11 THE COURT: When you say it severed it, did they
12 not come in as two separate deeds to start with?

13 MR. BIGLER: They were separate deeds that were
14 owned by the same person. I believe the facts, those
15 facts, as I've recited in my trial brief, are the
16 textbook six requirements for an implied easement by
17 prior use.

18 THE COURT: I'll stop you on that one, because I
19 don't know of any easement that is going to get you
20 where you want to go. That's my question. There is a
21 house that extends over the property line. We agree on
22 that?

23 MR. BIGLER: I do.

24 THE COURT: Factually? So talking about implied
25 easement by prior use, an easement has nothing -- well,

1 it does have something to do with the title of the
2 property, but the title of the property is the title of
3 the property. An easement is a use, something that
4 would allow use.

5 ✓ MR. BIGLER: I understand, Your Honor. Basically,
6 there are two legal arguments that I'm putting forth.
7 They are in the alternative. First is for the
8 correction of the deed by changing the recited property
9 description to change the boundary line. And the
10 second, in the alternative, is for the implied easement
11 by prior use that would extend to half of the middle
12 lot. And it's not as ideal a situation, an outcome,
13 certainly as the changed boundary line, but I believe
14 it would be adequate for the use of the house to have
15 that confirmed by this Court and made appurtenant to
16 Lot 324.

17 THE COURT: Okay.

18 MR. BIGLER: To establish that I would like to
19 read in the facts that I recited in the trial brief.

20 THE COURT: I think you need to do more than read
21 facts into the record. You need to put forth some
22 evidence. Who do you have? Because I know your chain
23 of title only goes back three, four years, whatever it
24 is.

25 MR. BIGLER: My evidence would be the public

1 documents that I was able to obtain myself and the
2 diagram and photograph that I showed to Mr. Dawley.
3 And I would take the stand to substantiate the basis
4 for those documents.

5 THE COURT: All right. Let me check my records,
6 but I think 9 and 10 were the ones I just allowed in.
7 I think I allowed 8 in already. Then you had the 1, 2
8 and 3 were all deeds.

9 MR. BIGLER: Yes, those are public documents that
10 may not be disputed.

11 THE COURT: They may be, but I don't know if
12 anybody's going to dispute them. Anybody have
13 objection to the first three exhibits, three deeds?

14 MR. FOERSTER: We're talking about exhibits 2 --

15 THE COURT: 1, 2, 3.

16 MR. FOERSTER: I don't believe -- those look like
17 public documents.

18 THE COURT: One's a Deed from Dublin into Huggins,
19 of the two lots. These were 54 and 55 at the time. I
20 think that would have been the original property, being
21 subject to the foreclosure.

22 MR. BIGLER: Yes.

23 THE COURT: Exhibit 2 is the Deed of Distribution
24 from The Estate of Buster Huggins, Jr.

25 MR. BIGLER: It's a little difficult to

1 distinguish, but the top of that document references
2 The Estate of Buster Huggins Jr. but it is actually a
3 conveyance by Buster Huggins, Senior. He was
4 apparently an executor or otherwise participating in
5 that estate.

6 THE COURT: This Deed of Distribution flies in the
7 face of Plaintiff's Exhibit 15.

8 MR. BIGLER: It relates to the end lot which is
9 Lot 324 rather than the lots which he's representing in
10 Exhibit 15. I will present my own --

11 THE COURT: Okay.

12 MR. BIGLER: -- chain of title for Lot 324. ~~4~~

13 THE COURT: Then the Quit Claim Deed is number 3
14 and that's from a bunch of players. Looks like
15 confirmation of these same figures in that prior deed.

16 MR. BIGLER: It's a grant back of a life estate
17 but adding the seal(phonetic) as a grantee.

18 THE COURT: All right. All right.

19 MR. MCFARLAND: Your Honor, if I might interject
20 something here. I think I reviewed that file on The
21 Estate of Buster Huggins Jr. There was litigation in
22 which there was a settlement that -- there was an issue
23 whether this property actually belonged to Buster
24 Huggins, Senior or Jr. The resolution was, as I
25 recall, that property belonged to Buster Huggins, Jr.

1 and a life estate as a part of the settlement would be
2 given to Buster Huggins, Senior and Lucille. And
3 that's how the property -- then the Deed of
4 Distribution would go to the heirs of Buster Huggins,
5 Jr. but there is, in the estate file, which settles
6 that issue, I think that you sort of detected in the
7 fact that the Deed of Distribution is in The Estate of
8 Buster Huggins, Jr. His heirs have brought suit
9 against their grandfather over this issue as to whether
10 the name on that deed was really referencing Buster
11 Huggins Jr. who lived in New York, and there was an
12 issue about whether Buster Huggins, Senior actually
13 built this house and whose money was used. So they
14 settled it by agreeing to the Deed of Distribution to
15 the heirs who then would give a life estate to
16 senior -- Buster Huggins, Senior and Lucille, so that's
17 why you see those two names, I believe, on the deed
18 giving the life estate. Upon their deaths the property
19 went back to those who were covered by the title search
20 of the county, being the grandchildren of Mr. Huggins.
21 So he just doesn't have that Order, but I think that
22 Order would help clarify the Order in the case
23 agreeing to this distribution and the granting of life
24 estate would help clarify how we got to these
25 grandchildren.

1 THE COURT: So the Deed of Distribution reflects
2 the family settlement agreement reached and --

3 MR. MCFARLAND: That is correct. In the Buster
4 Huggins, Jr. -- but, apparently, as I recall, there
5 might have been even a lawsuit against Buster Huggins,
6 Senior and that was a part of this resolution. I'm
7 sorry. I don't have that part of the file with me, but
8 I did recall trying to figure out how -- because I had
9 to determine how these grandchildren got the property
10 to the exclusion of even my client.

11 THE COURT: I was wondering about that myself.
12 All right.

13 MR. BIGLER: Your Honor, I'm not familiar with
14 that file, and the documents that I have are those that
15 were part of the county record for the
16 dissent(phonetic) of the title, and I believe my chart
17 of ownership reflects the county records.

18 MR. FOERSTER: Which chart?

19 MR. BIGLER: It's -- is it 7 Yes. My Exhibit 7
20 is a chart which has a left-hand column showing that
21 chain for the lots 322 and 323, and the right-hand
22 column is a representation of the chain of title for
23 Lot 324 which is the lot that I'm involved with.

24 MR. FOERSTER: Your Honor, I would object. I
25 don't think he ever offered this into evidence, the

1 Exhibit Number 7, but if he's planning on offering that
2 in I've got several objections. There are notations
3 about houses being built. There is no evidence of
4 that.

5 THE COURT: Let's take care of that this way. I

6 don't think 7 comes in as an exhibit but, Mr. Bigler, I
7 think what you can do -- I'll let you take the stand
8 and get sworn in. Let's just -- you take me through
9 your testimony as to your basis for your argument, if
10 you would, and then we'll work from there. Let's just
11 do that.

12 For the record, while you're coming forward, all
13 those names that Ms. Scarborough went into long detail
14 about that received notice of the tax sale are all
15 noted in that Deed of Distribution from The Estate of
16 Buster Huggins, Jr., so I just checked that against my
17 records, with the addition of J.K. Properties, LLC
18 and -- which I believe was the successor to John
19 Kashmarski. When this first case came in here.

20 (Discussion off the record.)

21 (Whereupon Defendant's Exhibits 1, 2 and 3 are received in
22 evidence.)

23 (John C. Bigler, 15 Leeann Lane, Mt. Pleasant, S.C. 29464,
24 duly sworn, testifies as follows:)

25 THE COURT: Mr. Bigler, just go ahead and have a

1 seat. For the record, tell me a little bit about
2 yourself and how you got in this case.

3 A I was attending the tax sale in 2007, which I
4 wasn't very familiar with. And I mistakenly put a bid on a
5 piece of property that I didn't know anything about. The
6 particular bid was a \$30,000 bid, which seemed like a good
7 price for a house on a lot until I saw the house and the
8 lot.

9 THE COURT: Okay. So that got you into the
10 matter. You've been diligent about coming and I
11 appreciate that.

12 Tell me how it is -- you can go into the title
13 but, essentially, the title to your lot, which has the
14 house, the 1218 Gun Avenue; correct?

15 A That's correct.

16 THE COURT: -- is the property that derives from
17 the tax sale?

18 A Yes, the property wasn't redeemed and a tax deed
19 was prepared conveying the property to me.

20 THE COURT: Then your title derives from the tax
21 sale. Make sure the Court finds the tax sale was
22 proper. We had the testimony this morning.

23 A Yes.

24 THE COURT: That leads us then to -- I will give
25 you an opportunity to cross examine. I'm trying to get

1 the background here. Then we get to the issue of the
2 encroachment. Tell me what -- when you gained
3 knowledge of the encroachment and what you have learned
4 and what it is you seek to do.

5 A I don't recall who told me that there was a
6 problem with the rear property line on the property, but I
7 found the plats that gave dimensions and I measured it off
8 myself and determined that the back five feet along the
9 length of the house appeared to be beyond the property line;
10 and, in addition, the patio and rear porches and a sidewalk
11 and a driveway.

12 THE COURT: So five feet along the back of the
13 house?

14 A Yes, approximately. It may be slightly more than
15 that. And, in addition to that, the porches and the patio
16 and the walkways, and as I measured it off it appeared to be
17 almost exactly half of the middle lot.

18 THE COURT: So these lots are all 50 by 100 it
19 looks like, so approximately 25 feet into the adjoining
20 property?

21 A That's correct.

22 THE COURT: That would be based on your own
23 measurements?

24 A Yes, it was. Later the Plaintiff had Chuck Dawley
25 come out and survey the property, and he allowed me to get a

1 copy of it, and I let my surveyor review it and he suggested
2 to me that he would not find the dimensions much different
3 than that. So he suggested that I not waste money and hire
4 my own surveyor to duplicate what had already been done.

5 THE COURT: That gets us then to your exhibit. I
6 think Exhibit 9; right?

7 A Yes, it would be a good time for that.

8 THE COURT: Okay.

9 A I took the preliminary plat, which had been
10 emailed to me by Mr. Foerster, and it was possible to zoom
11 in on a portion of it, which is what this first page was.
12 Then I made notations on it. I wanted it to show my
13 proposed boundary at the mid point, at the 25-foot lot --
14 foot line. And I constructed that line as well as I could
15 to scale, and I made other notations here which were
16 calculated by my calculator to establish the square footage
17 of each of these, and I did that by simple geometry.

18 MR. FOERSTER: Your Honor, at this point I would
19 have to object if he's attempting to give expert
20 testimony. I would request permission to cross examine
21 him as to his qualifications.

22 THE COURT: Be my guest. I don't think he's
23 testified as an expert. He's testified as a property
24 owner, which I think he has every right to do. You
25 certainly have the right to challenge him. Let me ask

1 that question.

2 Mr. Bigler, are you testifying as an expert or
3 testifying of your own personal knowledge?

4 A My own personal knowledge and my ability to use a
5 calculator to determine the area of a trapezoid based on
6 geometry from secondary school training.

7 MR. FOERSTER: Your Honor, if that's the case,
8 testifying as a lay witness I believe under Rule 701
9 any of this testimony would be inadmissible if it
10 required special knowledge, skill, experience or
11 training. So if he's going into what the dimensions of
12 the lot are and redrawing boundary lines himself, I
13 believe that's all inadmissible, if he's a lay witness
14 and not an expert witness.

15 THE COURT: Overruled. Go ahead.

16 A So the first page of Exhibit 9 is the enlargement
17 of the second page which was done on a computer zooming in
18 on a portion of it and those are my notations, and I believe
19 it shows that the walkway and driveway, which were shown on
20 the plat drawn by Mr. Dawley, in reality do extend beyond
21 the boundary line of Mr. Foerster and all the way to the mid
22 point.

23 THE COURT: Where is that walkway leading to?

24 A It's, essentially, a surround for the two car
25 parking pad. It allows someone using the parking pad to

1 walk on brick pavement rather than on the mud or yard.

2 THE COURT: All right.

3 A And I would like to submit that in evidence, if
4 possible.

5 THE COURT: I think I already put it in for you.

6 A Okay.

7 THE COURT: I did that over objection, but I've
8 done that.

9 A Thank you, Your Honor.

10 THE COURT: So what did you calculate the square
11 footage, then, to be? 25 by 100?

12 A The square footage is 75 feet by adding the 25
13 additional to the original 50. And it extends to a depth of
14 100 feet. It's not an exact rectangle, but as shown in the
15 diagram it's more of a trapezoid.

16 THE COURT: What's been referred to previously as
17 the encroachment, you're testifying extends 25 feet
18 into the adjoining lot, and then you go 100 feet deep,
19 because each lot is 50 by 100?

20 A Yes.

21 THE COURT: So half the line. So 75 by 100.

22 Okay.

23 That photograph, tell me about the photograph.

24 Which lot is the tree on? Can you tell?

25 A Yes. The tree is, essentially, in the middle of

1 the parking pad. I believe it may have grown up
2 considerably from the time the parking pad was created. The
3 house was, I believe, built in 1978. And the tree may have
4 been a very small tree when this parking pad was created.

5 I would like to have my Exhibit 10 put into
6 evidence if possible.

7 THE COURT: I think it's already in as well.

8 A Okay.

9 THE COURT: That may be over objection or not. I
10 think he testified he took that photograph.

11 MR. FOERSTER: Chuck Dawley confirmed that as the
12 property, so I have no objection, Your Honor.

13 THE COURT: Okay.

14 Mr. Bigler, I'm having a little difficulty in
15 figuring out -- you referred to this property as what's
16 been layed down here as a parking pad. Are the cars
17 parking on the concrete drive? Is that what's there
18 or --

19 A It's a soft gravel parking pad that's surrounded
20 on two sides by this L-shaped walkway.

21 THE COURT: So would the cars pull in off of Gun
22 Avenue?

23 A That's correct.

24 THE COURT: Go straight onto the lot?

25 A Yes.

1 THE COURT: Or would they turn somewhere?

2 A No, they go directly onto the lot from Gun Avenue.

3 THE COURT: I think in that photograph there is a
4 truck or something in the picture.

5 A It's not in the parking pad. The reason that it's
6 not in the parking pad is that the neighbor made some
7 complaints and wouldn't allow it to be parked in the parking
8 pad at the time. Rather than create issues I parked my
9 vehicle in the middle of the yard.

10 THE COURT: Again, going back to the tree, the
11 tree is roughly on the property line?

12 A The tree is in the middle of the parking pad,
13 which on my Exhibit 9 would be about where the proposed
14 property line of Mr. Forrester runs.

15 THE COURT: Okay. So then the tree, if you look
16 at the legally layed out lots, original lots, that tree
17 would be on the middle lot; is that right?

18 A Yes. Currently it's on the middle lot. The
19 proposed line along the side of the patio would probably go
20 directly through the tree.

21 THE COURT: What is your issue with the proposal
22 as presented by the Plaintiffs for the line to be moved
23 over some 10 or 16 feet, whatever that figure was?

24 A That line would not remove all the encroachment in
25 that there is still a gravel parking pad and a walkway that

1 would remain on the other lot. And there would not be
2 enough area to park a vehicle in the driveway, and there
3 would not be any privacy for the patio, because the boundary
4 line would be right along the concrete.

5 THE COURT: All right. Very good. Mr.

6 Foerster -- let me make sure. Have you told me what
7 you wanted to tell me about that?

8 A About that particular issue, yes. I have some
9 other issues.

10 THE COURT: Let's go into your other issues,
11 because I would rather do this once and not three
12 times.

13 A The facts that I've recited in my brief, I
14 believe, are useful or, perhaps, even necessary for the two
15 legal theories that I've put forth. I would like to just
16 briefly go through them. I think it will only take a couple
17 of minutes.

18 First, when Buster Huggins, Senior purchased
19 Lot 322 and 323 in 1954 there was an existing house on that
20 lot which was built about 1945. That was on the end lot,
21 Lot 322. And the Lot 323 in the middle was vacant.

22 After purchasing those two lots Buster
23 Huggins, Senior resided in that house for a period of time,
24 and then while he was living there he purchased the
25 adjoining property which was Lot 324 by a deed from Dorothy

1 Dublin dated 1974 and recorded in 1974.

2 In 1978, which would have been four years
3 after purchasing that lot, Buster Huggins, Senior built a
4 house on Lot 324, and he built it in such away that the rear
5 porches, patio and walkway and driveway of that house

6 utilized approximately one half of the middle lot, Lot 323.

7 At the time that he built the house and those
8 appurtenances he was the sole owner of both Lot 323 and Lot
9 324 and also 322.

10 After building the house and appurtenances
11 he, Buster Huggins, Senior, resided in that newer house for
12 a period of time utilizing approximately half of the middle
13 lot, Lot 323, for the house and for the rear porches, patio,
14 walkway and driveway that were appurtenant thereto.

15 After the death of his son, Buster Huggins,
16 Jr., Buster Huggins, Senior, conveyed Lot 324 to the heirs
17 of his son -- and his son, Buster Huggins, Jr., and to the
18 attorney John Kashmarski by virtue of Deed of Distribution
19 dated March 1st, 2001 and recorded later in March.

20 After receiving Lot 324 from Buster Huggins,
21 Senior by Deed of Distribution the heirs of Buster Huggins,
22 Jr. and the attorney, John Kashmarsky, at various times
23 until August 7 of 2001, transferred a life estate in Lot 324
24 to Buster Huggins, Senior and to his wife Lucille by Quit
25 Claim Deed recorded November 20.

1 Buster Huggins occupied the house on Lot 324,
2 including the portions that -- of the house and the porches,
3 patio, walkway, driveway that utilized approximately half of
4 the Lot 323, both before and after the March 1st, 2001
5 conveyance of Lot 324, and that use was not merely temporary
6 or casual, and it was apparent or known to the parties to
7 the Deed of Distribution.

8 MR. FOERSTER: Objection. I don't think he has
9 any personal knowledge of that.

10 THE COURT: All right. Sustained. Go ahead.

11 MR. FOERSTER: I would move to strike that portion
12 from the record.

13 THE COURT: All right. I'll sustain it. I'll
14 grant it. Go ahead. Anything further, Mr. Bigler?

15 A Yes, a couple of more things here.

16 I've tried to determine as much as I could
17 from county records and that's what this is based on.

18 Buster Huggins, Senior died intestate in 2004
19 and his wife Lucille died intestate 2006. I purchased Lot
20 324 through the delinquent tax sale, and I believe we've
21 been through that already, and the deed that I received is
22 dated July 10, 2009.

23 There are a couple of facts that I think are
24 disputed, and one is what the intention of Buster Huggins,
25 Senior was when he conveyed Lot 324 by the Deed of

1 Distribution. And it's my contention that he did not intend
2 to divide the house in half at that time.

3 MR. FOERSTER: Objection. Lack of personal
4 knowledge. Even if he had personal knowledge it would
5 be barred by the parole evidence rule, I believe. I
6 believe these deeds are clear on their face,
7 unambiguous as to the dimensions of his particular
8 property.

9 THE COURT: Sustained. Go ahead.

10 A I'm concluding that people don't normally divide a
11 house when they sell a piece of property.

12 MR. FOERSTER: Objection; speculation.

13 THE COURT: Sustained, go ahead.

14 A When he sold that lot he either intended to divide
15 the house in half or --

16 MR. FOERSTER: Objection, Your Honor. Same
17 objection.

18 THE COURT: I'll note a continuing objection, but
19 go ahead, Mr. Bigler.

20 A -- or convey more land. And I contend that he
21 intended to convey more land.

22 Another issue I believe is --

23 THE COURT: Let me stop you right there. Did they
24 do anything to convey any more land? Did they get a
25 new survey? Did they do anything other than convey the

1 property based upon the prior legal description?

2 A He did, but it didn't --

3 THE COURT: He did what? He did get a new survey?

4 A I filed a formal request --

5 THE COURT: That's a yes or no.

6 A -- for documents.

7 THE COURT: That's yes or no.

8 A Yes.

9 THE COURT: Did he get a new survey?

10 A Yes.

11 THE COURT: Where is that survey?

12 A I have a copy of it here.

13 THE COURT: Pull it out. Let's show it to the
14 parties and show it to me. By he, we're talking about
15 Buster Huggins, Senior; correct?

16 A That's correct.

17 MR. FOERSTER: May I approach to look at the
18 exhibit, Your Honor?

19 THE COURT: Absolutely.

20 (pause)

21 MR. FOERSTER: Your Honor, I'm going to object to
22 this. This is an unrecorded plat apparently submitted
23 with an application of some sort, permit application.
24 The surveyor who apparently did that is not here to
25 testify to authenticity, so I think it's hearsay.

1 THE COURT: Okay.

2 MR. FOERSTER: I would further say it's barred by
3 the parole evidence rule because the deed's are
4 unambiguous on their face.

5 (pause)

6 THE COURT: Okay. Interesting. Where did you
7 find that?

8 A As you can see, this was the response to my
9 Freedom of Information Act request form which is the second
10 page of the documents.

11 THE COURT: Charleston County?

12 A Yes. It wasn't easy to get.

13 THE COURT: Okay. All right. Mr. McFarland?

14 MR. MCFARLAND: Yes, Your Honor. Just in the
15 interest of the Court's inquiry into the subdivision, I
16 do have a copy of the plat that shows that there was
17 this subdivision by Mr. Huggins in 1976 that's attached
18 to that. So there is a separate recorded plat.

19 THE COURT: Is that recorded?

20 MR. MCFARLAND: Yes. I just got it from the RMC
21 Office during lunch.

22 A What's the date on that plat, please?

23 MR. MCFARLAND: 1976.

24 MR. FOERSTER: This is 1978.

25 MR. MCFARLAND: Seventy-six was the date but

1 recorded in February of 1978, and I think that goes to
2 his point about the fact that the house was not built
3 until '78, and also the fact that Mr. Huggins owned all
4 three of the lots, which would account for no deed
5 having been --

6 THE COURT: All right.

7 A I haven't seen this plat.

8 MR. FOERSTER: Objection as parole evidence. The
9 deed is clear. If he intended to subdivide these lots
10 why didn't he do it? There are still several more
11 deeds after this.

12 THE COURT: I understand.

13 MR. FOERSTER: Objection.

14 A May I review that just briefly? I haven't seen
15 it.

16 THE COURT: Sure. I'll give you the two. You
17 have this other one in front of you?

18 A I do, Your Honor.

19 THE COURT: It is a recorded plat. Twenty-four
20 January, February, '78. Plat Book X at Page 132.
21 Okay. Pass that over to Mr. Bigler.

22 A I have not seen this before. This is interesting.

23 MR. FOERSTER: I would also note that plat doesn't
24 appear to draw the property line in half which he's
25 saying is the intent.

1 THE COURT: I note that as well. I'm with you.
2 Just trying to find out what happened. Okay. Gives
3 him ten feet, though.

4 A If I may, I believe it also shows an intent to
5 build across the line.

6 THE COURT: Outside the 50 feet, I agree. All
7 right.

8 A I believe that the document also shows an intent
9 to build beyond sixty feet.

10 THE COURT: I haven't ruled on that yet. I'm not
11 sure I agree with you on that one. Go ahead.

12 A It's not very clear. I'm still working on that
13 document myself.

14 THE COURT: All right.

15 A Further, the legal issues involved I've set out
16 before, and as to the redrawing of the property line I've
17 given a little legal authority; the CJS cite. I have a
18 photocopy of that that I would be glad to hand up.

19 On the second legal issue presented in the
20 alternative, the implied easement, I believe that the Boyd
21 versus Bell South case is directly on point. It sets out
22 six requirements which I believe are all met in this case.
23 And I have a copy of that case that I would like to hand up
24 at this time also.

25 THE COURT: Okay. Be glad to --

1 A I also have a rather layman's view of implied
2 easement by prior use which is consistent and comes from
3 Wikipedia, which may not be of much concern to the Court.

4 THE COURT: I don't know about Wikipedia, but you
5 can certainly put it forth.

6 A May I pass these up?

7 THE COURT: You may pass them up.

8 MR. FOERSTER: If I may be allowed to hand up --
9 there is a newer case, consistent with Boyd, Pendarvis
10 versus Cook, 2011 case.

11 THE COURT: Pendarvis versus Cook? That's my
12 case. I know that case. But I'll take that
13 information as well.

14 (Hands up document.)

15 THE COURT: Thank you, sir.

16 A Do you have an extra copy of that, Mr. Foerster?

17 MR. FOERSTER: I don't.

18 (Discussion off the record.)

19 A Cases aren't as easy for me to get.

20 THE COURT: Okay. Anything further?

21 A The other thing I would like to mention is that
22 I've recently gone through the procedure for appealing the
23 assessment of Lot 324 with the County Assessor's office.

24 THE COURT: I can't help you with that.

25 A And he concluded that the value of my property was

1 \$25,000.

2 MR. FOERSTER: Objection, Your Honor; hearsay.

3 A I have a letter.

4 THE COURT: Let me stop you. As the owner of the
5 property you're entitled to give me your opinion as to

6 the value of the property. I don't need to know what
7 the Assessor's is. Do you have an opinion?

8 A I do, Your Honor.

9 THE COURT: You can put that into evidence. I'll
10 allow you to do that it.

11 A I believe the value Lot 324 is \$25,000.

12 THE COURT: \$25,000. Less than what you paid for
13 it?

14 A That's correct.

15 THE COURT: Does that encompass the legal boundary
16 lines of 50 by 100? Are you including the additional
17 25 feet that you're requesting?

18 A That's the original boundary.

19 THE COURT: Fifty by 100. Okay. Very good.
20 Who wants to go first?

21 CROSS EXAMINATION BY MR. FOERSTER:

22 Q May I approach the witness?

23 THE COURT: You may.

24 Q May I mark these as exhibits, Plaintiffs 27, 28,
25 29, 30? They are photographs --

1 THE COURT: Mark them as one.

2 (Whereupon Plaintiff's Exhibit 27A, B, C and D are marked.)

3 MR. FOERSTER: Let the record reflect I'm showing
4 Exhibit Number 27 to counsel.

5 I'm showing Mr. Bigler Plaintiff's Exhibit
6 Number 27.

7 Q Mr. Bigler, could you look at this photograph and
8 tell me if that's an accurate depiction of your driveway and
9 the side of your property?

10 A This is certainly the area of Lot 323 and portions
11 of my lot. Some of these views are taken at a peculiar
12 angle that makes it hard to tell exactly which portions are
13 in the photograph. By that I mean that there is a wide
14 angle lens and it's angling diagonally across the middle lot
15 in many of these.

16 Q That does show the side of your property; correct?

17 A Yes.

18 Q That does show your driveway, what you call a
19 driveway; correct?

20 A A portion of the driveway is in some of these.
21 It's not easy to distinguish, because the timing seems to be
22 just after all the leaves from the tree fell down and we
23 can't see the walkway and other landmarks.

24 Q Also there is no clearly defined driveway, is
25 there?

1 A There is a pile of leaves where the walkway would
2 have been.

3 Q There is no paved driveway?

4 A As I mentioned before, the parking pad is --

5 Q Yes or no. Is there a paved driveway on the side
6 of your house? A clearly paved driveway?

7 A There is a parking pad made out of gravel.

8 Q Is there a defined paved driveway on the side of
9 your house?

10 A Yes, it's outlined by the L-shaped walkway.

11 Q There is a paved driveway on the side of your
12 house?

13 A There is a gravel driveway outlined by a paved
14 walkway.

15 Q A paved walkway but no paved driveway; correct?

16 A It's a gravel driveway.

17 Q Is there a paved driveway; yes or no?

18 A If you consider soft gravel pavement then there is
19 a paved driveway. If you consider soft, you know, gravel,
20 porous gravel to not be pavement then there is not a paved
21 driveway. I don't know how it's defined.

22 Q There is no clearly paved driveway, just loose
23 rocks?

24 A There is no concrete driveway.

25 Q Thank you.

1 MR. FOERSTER: Your Honor, I would just offer
2 these pictures into evidence just to counter Mr.
3 Bigler's Exhibit Number 10. I would offer these into
4 evidence at this time just to give the Court a color --
5 better picture of the actual driveway.

6 THE COURT: Any objection over there?

7 MR. COCKLEY: No.

8 A My only objection is that the leaves that have
9 fallen from the tree have covered up the parking pad and the
10 walkway, and those photographs really don't show much.

11 THE COURT: Let me just ask you while I've got
12 them, there is a white building looking straight on in
13 the very first one. Is that connected to the house to
14 the right or your house?

15 A That is part of the house at 322. It uses about
16 half that middle lot and we're looking diagonally in that
17 photograph.

18 THE COURT: All right. So the house to the left
19 with the tree would be your house; is that right?

20 A Yes.

21 THE COURT: Looks like a back door there by that
22 tree.

23 A Yes. There are actually two rear doors on the
24 house. There is kind of a stoop by that brick walkway and
25 then there is also the doorway through the patio.

1 THE COURT: Thank you.

2 MR. FOERSTER: Mr. Bigler, you've never met Buster
3 Huggins, Senior, have you?

4 A No. I understand he died some time back.

5 Q You've never spoken with him; correct?

6 A That's correct.

7 Q So you don't know what his intentions were; do
8 you?

9 A I only can know his intentions by what he has
10 done.

11 Q You didn't hire an appraiser to come out and
12 appraise these properties; did you?

13 A I did.

14 Q Did you bring that appraiser to court?

15 A No, I did not.

16 Q Did you hire a land surveyor to conduct a plat
17 with a new boundary line?

18 A No, I consulted with a surveyor. That was with
19 the understanding that if he were to later draw up a final
20 plat I would pay him at that time.

21 Q But you're not a land surveyor yourself; are you?

22 A Not presently. I was a surveyor at one time.

23 MR. FOERSTER: No further questions, Your Honor.

24 THE COURT: All right. Anything else?

25 MR. COCKLEY: No.

1 MR. MCFARLAND: Thank you, Your Honor.

2 CROSS EXAMINATION BY MR. MCFARLAND:

3 Q Mr. Bigler --

4 THE COURT: While I'm thinking about it. I'm
5 going to put in evidence, over objection, his FOIA
6 request, whatever the next number is.

7 (Whereupon Defendant's Exhibit 11 and 12 are received in
8 evidence.)

9 BY MR. MCFARLAND:

10 Q Mr. Bigler, in 1978 who owned lots 322, 323 and
11 324?

12 A In 1978 Buster Huggins, Senior would have owned
13 all three of those lots.

14 Q Is it your understanding that Buster Huggins,
15 Senior built the house on 324?

16 A That's my understanding. He's the one who
17 requested the change of the boundary and who submitted
18 documents, and he is the one who was on the deed.

19 MR. FOERSTER: Objection, Your Honor. He said
20 he's never spoken to Buster Huggins, Senior. How does
21 he know that? He has no personal knowledge of anything
22 he just said.

23 THE COURT: Hold on a second. Overruled, go
24 ahead.

25 Q Buster -- strike that. In your testimony you

1 placed the value of \$25,000 on the property that you
2 purchased from the delinquent tax collector; is that
3 correct?

4 A That's correct.

5 Q And I know the Judge asked you but if I can

6 clarify, was this inclusive of the footage beyond what is
7 shown on Defendant's Exhibit 12, that is shown on
8 Defendant's Exhibit 12 as Lot A?

9 A No, it was not in addition to that.

10 Q It's not in addition -- does --

11 A 25,000 was my estimate of the value of my Lot 324.

12 Q And what is the description of your Lot 324 as far
13 as you are testifying here today?

14 A When I came in the courtroom I thought that the
15 dimensions were as recited in my deed and the chain of title
16 without this plat, so it was my understanding that it was 50
17 by 100. Now I see that there is a plat that shows it's 60
18 by 100.

19 Q Now, your -- just so I can be clear. What is the
20 value, then, based on your request to the Court for the
21 additional footage that you've testified here today, that
22 would be inclusive of the driveway and the walkway -- or,
23 first of all, do you have an opinion as to that value?

24 A I don't believe it changes it very much. The
25 reason I say that is that I believe I have a valid easement

1 to use approximately half of the middle lot. And that the
2 value that I put on the lot at 25,000 includes that easement
3 of use. So that the additional ten feet is not really of
4 much significance in my opinion of the value.

5 Q Okay.

6 MR. MCFARLAND: Your Honor, that answers my
7 questions.

8 THE COURT: Okay. Anything else, Mr. Foerster?

9 MR. FOERSTER: One with follow-up, Your Honor.

10 BY MR. FOERSTER:

11 Q Mr. Bigler, are you a certified residential real
12 estate appraiser?

13 A No, I'm not.

14 MR. FOERSTER: Nothing further, Your Honor.

15 THE COURT: Okay. All right. Mr. Bigler, you may
16 step down. Thank you, sir.

17 A Thank you, Your Honor.

18 THE COURT: I think we have everything in evidence
19 we needed from you. Anything further from your
20 perspective?

21 MR. BIGLER: No, I believe that establishes my
22 case.

23 THE COURT: Very good.

24 Are you ready for anything in reply?

25 MR. FOERSTER: If I may reserve a few minutes for

1 a closing statement?

2 THE COURT: You-all want to take five minutes ad
3 we'll come right back and get it together? I have all
4 these exhibits up here. If you want to go through
5 them -- I've been looking through them as we go. I
6 want to make sure we have them all.

7 Let's take about five minutes and pull our
8 thoughts together. We'll be ready to roll.

9 (Whereupon Plaintiff's Exhibit 27 is received in evidence.)

10 THE COURT: All right. I'll give you-all each a
11 few minutes, if you would like, just to summarize to
12 the extent you would like to. Mr. Foerster.

13 MR. FOERSTER: Thank you, Your Honor. Because
14 Your Honor has already ruled on the Plaintiff's quiet
15 title cause of action I don't feel like I need to
16 address that in closing.

17 As to Plaintiff's foreclosure cause of action,
18 Plaintiff proved through testimony of David Merrill
19 from Mortgage Servicing through exhibits admitted
20 during that portion of the trial, that Vandora, in
21 fact, gave a Note and Mortgage to Plaintiff's
22 predecessor. Plaintiff is now owner and holder of the
23 Note and Mortgage. Plaintiff established the amount of
24 the debt due under the Note and the Mortgage.
25 Plaintiff established Vandora had defaulted on that

1 debt. Plaintiff proved it properly accelerated that
2 debt.

③ Your Honor, I believe we meet all the elements of
4 foreclosure under the law of the state. Ms. Huggins
5 offered no objections to any of that testimony or the
6 exhibits and provided no defenses as to the
7 foreclosure; not saying she paid the loan. Plaintiff
⑧ believes it's, therefore, entitled to a judgment of
9 foreclosure and sale.

10 ~~Pl~~ Because Plaintiff was equitably subrogated to the
11 rights of the Novastar Mortgage pursuant to the Court's
12 Order filed February 15, 2012 Plaintiff believes that
13 it is entitled to foreclosure on and sell 100% interest
14 in lots 322 and lots 323.

15 As to the encroachment issue, Your Honor,
16 Plaintiff provided --

17 THE COURT: Up to the amount of \$92,500.

18 MR. FOERSTER: Yes. As to Vandora 7/9ths interest
19 Plaintiff believes its debt is secured as to her -- the
20 total debt as to the 7/9ths. As to 2/9ths of the
21 co-tenants only be secured up to that \$92,000 payoff,
22 the precise figure set forth in the Order.

23 On the issue as to the encroachment phase of this
24 trial, Plaintiff provided expert testimony in exhibits
25 showing that there is an encroachment currently on this

1 property caused by the structures on Mr. Bigler's
2 property, Lot 324, that corner lot. The structures are
3 causing irreparable harm and diminution of value of the
4 property if left in place. Plaintiff concedes there is
5 an adequate remedy at law if and only if Mr. Bigler is
6 required to pay for an extra strip of property just
7 enough sufficient to remove that encroachment.

8 Plaintiff's expert surveyor, Chuck Dawley, offered
9 a proposed boundary line that would give Mr. Bigler
10 just enough land to remove that encroachment and to --
11 that would comply with the local zoning requirements.
12 He opined there wouldn't be much difficulty if the
13 Court was to approve that plat in getting the remaining
14 approval process and getting the city to recognize that
15 new boundary line.

16 Mr. Bigler put up no expert of his own; just drew
17 his own boundary line over a prior version of my
18 expert's plat. Mr. Bigler isn't qualified as an
19 expert. He admitted he was just giving his lay opinion
20 as to one possible boundary line and dimensions
21 therein. So I don't think his opinion would be
22 entitled to any weight as to his proposed boundary
23 line.

24 Plaintiff offered appraisals into evidence showing
25 that the property would lose at least \$5,000 in value

1 if the boundary line were to be redrawn per Chuck
2 Dawley's plat -- proposed plat, in giving Mr. Bigler
3 more land to remove that encroachment. Mr. Bigler
4 didn't refute that valuation. He just got on the stand
5 and gave his own lay opinion as to what he thinks the
6 value of his property is, but he didn't really provide
7 any basis for that.

8 Mr. Bigler offered two legal theories as to why he
9 should get this property for free. The first one is he
10 asserted two correction-of-deed cause of actions,
11 basically saying it was the intent of Buster Huggins,
12 Senior to redraw the boundary line to chop Lot 323 in
13 half is what he's saying. However his only evidence is
14 this plat that before today was silent.

15 The law is clear in South Carolina that the
16 intention of the grantor must be within the four
17 corners of the deed. The deeds he submitted into
18 evidence, none of them mention this silent plat. They
19 all referenced an 1885 plat. None of them referenced
20 an intention to grant an easement. None of them
21 mention an intent to chop Lot 323 in half. So there is
22 nothing ambiguous about those deeds.

23 Further, his second legal argument is that he
24 should, if the Court isn't willing to go back and
25 rewrite every single deed in his chain of title he

) 1 should have an easement implied by prior use. First we
2 have a serious failure of the burden of proof here,
3 Your Honor. He has seven elements, I believe, he had
4 to meet under the Pendarvis versus Cook case. He
5 didn't meet, I would say, at least three of those.

6 Element number four, the prior use, was not merely
7 temporary or casual. No evidence of that. The prior
8 use was apparent or known to the parties. No evidence
9 of that. The prior use was necessary in that there
10 could be no other reasonable mode to join the dominant
11 tenant without -- without the prior use. There is no
12 evidence of that. He can park on the side of his
) 13 house, park on the front of his house, access his house
14 three other sides of the property. He does not meet
15 the elements required by law to show he's entitled to
16 an easement implied by prior use.

17 There is also the equities as to what he's asking
18 the Court to do to give him this land for free. He
19 admitted on the stand that he did no due diligence
20 before buying this property at the tax sale. Just
21 blindly bought this property then realized what he had
22 done after the fact. To me the equities balance
23 against him on that issue.

) 24 Further if the Court would give this land free
25 he would be unjustly enriched at the expense of

1 someone, whoever the Court determined has the ownership
2 interest in the Lot 323. So it would be inequitable to
3 grant him the relief he's seeking; therefore,
4 Plaintiff's position that the only equitable
5 resolution, only adequate remedy at law to resolve this
6 encroachment issue would be to adopt Chuck Dawley's
7 boundary line and require Mr. Bigler to pay into the
8 Court \$5,000. It could be determined who that money
9 would actually go to at later date. That would depend
10 on the outcome of the foreclosure cause of action, I
11 believe. Otherwise Plaintiff doesn't see any other
12 adequate remedy at law and believes it would be
13 entitled to an injunction requiring the removal of
14 these encroachments from Lot 323.

15 That's Plaintiff's position, Your Honor. Thank
16 you.

17 THE COURT: Thank you, Mr. Foerster. Mr.
18 McFarland, let me start with you, sir.

19 MR. MCFARLAND: Your Honor --

20 THE COURT: As to the foreclosure, I imagine. I'm
21 happy to have you weigh in on the others.

22 MR. MCFARLAND: Just with respect to the
23 foreclosure, Your Honor, I certainly would like to ask
24 the Court that any order of the foreclosure reflect
25 that the borrowers in this matter were, in fact,

1 Lucille Huggins and Vandora Huggins Edwards. I think
2 that is a defect in the pleadings. However, it doesn't
3 change my client's position except with respect to
4 there being an actual finding that Lucille Huggins was
5 involved in this financing -- the refinance. She was
6 already involved in the mortgage that was paid off but
7 she also borrowed the additional sums that are being
8 the subject of this current foreclosure action. That
9 helps in some other ways, Your Honor.

10 THE COURT: The record reflects that she signed
11 the Note along with Vandora and she evidently witnessed
12 Vandora's signature to the Mortgage, is what I noticed
13 today in looking at the documents.

14 MR. MCFARLAND: That is correct. With respect to
15 the other issues, the equities here, Your Honor, I
16 think it needs to be pointed out that Plaintiff
17 certainly is in no position to talk about due diligence
18 given the fact that they did not conduct a title search
19 that would have revealed the very issues that have had
20 to be litigated here. The Court has already been
21 generous in subrogating the interests of the other
22 siblings of my client so that there can be a
23 foreclosure against the entire property.

24 So with respect to Mr. Bigler -- not arguing for
25 him but just in terms of the equities in this case,

1 Buster Huggins owned lots 322, 323 and 324. Before he
2 built the house on Lot 324 he increased the size of
3 that lot apparently to accommodate the house that he
4 built. If you look at Mr. Bigler's Exhibit Number 9, I
5 believe, as well as the Defendants Exhibit 12, you will
6 see that the house is really within the boundary and
7 very close to that boundary line as reflected on
8 Exhibit 12. So that Mr. Huggins, who owned all of this
9 property, certainly -- and whether that's a result of
10 some regulatory requirement -- increased the size of
11 the lot so he could accommodate the house that he built
12 in 1978. The plat was recorded in February 1978. The
13 records of the county reflect that the house was built
14 in 1978. So it was clearly his -- not only his
15 intention, his intention is reflected by fact that the
16 plat says resubdivision of property owned by Buster
17 Huggins. So that is on the record. There is no
18 question about it. No question about his intent.

19 Now, whether he -- obviously he built the walkway,
20 which only extends on to property that he owned at the
21 time. There is no question that he owned 322 and 323
22 when he built on 324. So the equities here certainly,
23 I think, favor the position taken by the Defendant. If
24 nothing more, as to the ten feet which was clearly set
25 on record -- and there would have been no reason for

1 Mr. Huggins himself to execute another deed giving
2 himself ten feet. The way you typically would do this
3 is simply through the resubdivision. Of course, the
4 deed he signed was the deed in his son's estate. And
5 that, Your Honor, I think the Court may want to look at
6 the orders or the family settlement agreement, because
7 I think that that -- the issue that gave rise to the
8 deed being drawn, Deed of Distribution being drawn the
9 way it was had more to do with who paid for the
10 construction of the building on that lot. It's clear
11 that Mr. Huggins bought the lot, but it's not clear as
12 to who paid. That case was designed to resolve that
13 issue of the ownership of the improvements. And they
14 did it by way of saying that the property really was --
15 when you read the case, Your Honor, and I don't ask you
16 to accept any more than my statements at this point
17 that the house was built and paid for apparently by
18 Buster Huggins, Jr. based on this probate file. And
19 because Mr. and Mrs. Huggins resided in the house at
20 the time of that case, the family agreed that they
21 could live there for the duration of their life and
22 that Quit Claim Deed reflects that that life estate and
23 that the property -- certainly the remainder interest
24 went to the heirs of Buster Huggins, Jr. in an effort
25 to settle this issue on who built the house.

1 But, in any case, this was land owned by Buster
2 Huggins, senior originally, and that's where I think
3 the issue of the subdivision in 1978 has its most
4 important effect and in terms of the effect on the
5 Court's finding as to whether there was an easement.

6 I will not express any position with respect to
7 the -- anything other than the ten feet reflected on
8 the 1978 plat. However, it appears that it's a fair
9 assumption that Mr. Huggins will involve his property
10 since he built a walkway for his cars on his lot and he
11 lived there until his death, from 1978 until I believe
12 Mrs. Huggins died in 2006, having resided in this
13 house, at least for the large portion of that period,
14 as I understand it. They occupied it and finally went
15 to the predecessors in title to Mr. Bigler who now owns
16 that property.

17 So with that said, Your Honor, that's Defendant
18 Vandora Huggins' position with respect to the issues in
19 this case.

20 I believe on the quiet title, both in terms of
21 Plaintiff's case and in terms of Mr. Bigler's case, the
22 family history is accurately set out, and based on my
23 discussions with the family, my client in particular,
24 that is an accurate reflection of the heirs of both
25 Buster Huggins, Jr. and Buster Huggins, Senior.

1 THE COURT: All right. Thank you, sir. Mr.
2 Cockley

3 MR. COCKLEY: I have been kind of limited due to
4 the fact that my clients are not capable of being here
5 and don't know a lot about the subject matter involved.
6 Only thing I would ask the Court look after their
7 interests and proceed accordingly.

8 THE COURT: All right. Very good. Thank you,
9 sir. Mr. Bigler?

10 MR. BIGLER: Thank you, Your Honor.

11 THE COURT: Tell me what you want.

12 MR. BIGLER: Initially, as set out in my brief, I
13 had legal arguments. First was for this change of the
14 boundary line as a mistake in the deed that would be
15 corrected.

16 Now I understand that my lot is actually 60 feet
17 wide instead of 50 feet wide and that it no longer
18 creates a situation where the grantor of the deed was
19 dividing his house into two pieces.

20 THE COURT: That makes sense, doesn't it?

21 MR. BIGLER: It does make sense. So I've focused
22 on the second legal issue which is that of the implied
23 easement by prior use. And even with the additional
24 ten feet it's clear to me that there is an
25 encroachment, and even beyond the proposed line, which

1 would be about 8 feet beyond that 10 feet, as I
2 understand it, there would still be an encroachment.
3 So I look to the case law and the requirements for that
4 implied easement, and I see that at least in the Boyd
5 case there are six, not seven requirements. And I
6 believe they are all met.

7 I think this is a clear case that they are all
8 very clearly met. The first is unity of title. I
9 think everyone accepts the fact that Buster Huggins,
10 Senior owned the combined three lots then severed one
11 lot from them.

12 Second, the prior use was in existence at the time
13 of the unity of title. He owned all three at the time
14 that he made the walkways and the house.

15 Third, the prior use was not merely temporary or
16 casual. I don't know how Mr. Foerster can argue that a
17 house is temporary or casual, but it seems to me that
18 this is a continuous occupation of that space for that
19 purpose. So I don't believe it's merely temporary or
20 casual.

21 Fourth, the prior use was apparent or known to the
22 parties. I think it's hard to argue that a house isn't
23 apparent and the patio and other things appurtenant
24 thereto are very apparent. Especially if the leaves
25 haven't just fallen from the trees, you can see the

1 walkways and parking pad.

2 Fifth, the prior use was necessary that there
3 could be no other reasonable mode of enjoying the
4 dominant tenement without the prior use. And clearly
5 you can't use a house with only a front door and no
6 back door. And the parking pad is reasonably necessary
7 for the enjoyment of the house. It's clear from the
8 case law that an implied easement by prior use is very
9 different in its requirements of necessity than an
10 implied easement by necessity. Necessity is only
11 reasonably necessary for the enjoyment. It's not an
12 absolute necessity, so I believe that one is clearly
13 met.

14 And finally, six, the common grantor indicated and
15 intended to continue the use after the severance of the
16 title. I admitted that I don't know exactly what he
17 was thinking, perhaps, because I haven't spoken to him
18 and asked him about it, but it's clear from his actions
19 and building the house that is not temporary and living
20 in the house that wasn't temporary and continuing to
21 live in the house after the severance, which when it's
22 confirmed by Mr. McFarland in his closing statement,
23 that this is sufficient in the way of actions to
24 indicate an intent to continue the prior use after the
25 severance of title. He lived there for a considerable

1 period of time after the Deed of Distribution gave that
2 piece of property to the heirs of Buster Huggins, Jr.
3 and to the attorney, John Kashmarsky.

4 So I believe all those are met and I believe that
5 the line proposed by Mr. Foerster would not eliminate
6 that encroachment and that there is, in fact, an
7 implied easement that is appurtenant to Lot 324 and
8 runs with the land and is part of the present deed and
9 should be confirmed in the quiet title action as
10 appurtenant thereto.

11 THE COURT: All right, sir.

12 MR. BIGLER: Thank you, Your Honor.

13 THE COURT: Thank you. All right. This is a
14 complicated case and it involves a lot of people and
15 it's been going on for a long time and the situation
16 doesn't seem to be improving.

17 I would have to tell you that I'm impressed that
18 we were able to get basically three days of trial in
19 about half a day. I want to thank you all for your
20 preparation. Mr. Foerster, you did a great job this
21 morning having all those witnesses lined up and ready
22 to go. I want to thank you-all from that standpoint.
23 You've done a tremendous amount of work and I can see
24 that.

25 I'm ready to rule. I'll give you my ruling. And

1 I will tell you that as I give my ruling I'll state my
2 basis in the record and, Mr. Foerster, clearly I'm
3 going to need an order from you based on that, and
4 there may be some additional time or information that
5 we need to pan out how this is going to play out.

6 (Judge's ruling.)

7 THE COURT: Let me just start with the quiet title
8 action. I think basically that was resolved this
9 morning.

10 I find that the family tree is what's been
11 testified to by Ms. Smack and confirmed by the others
12 who were here, so we know all the heirs of Buster
13 Huggins and Lucille Huggins, some of whom are present
14 today, some of whom are not, but their interests have
15 been protected and by the guardian for those who are
16 incapacitated or who are minors.

17 And also I will note for the record, I did get a
18 pretrial brief from Glen Huggins and he lives in
19 Watertown, New York, and I will just let you-all
20 know -- I assume you've got copies of it. If you
21 didn't I'll be glad to share it with you. He was
22 concerned how we ended up where we got. I think some
23 of that was addressed Mr. McFarland in the question of
24 the legitimacy of the signatures on the Note and the
25 Mortgage that Ms. Huggins signed.

1 So the quiet title I think we've done.

2 Foreclosure, I'm going to find that the foreclosure has
3 been properly put forth by the Plaintiff. I'm going to
4 grant them foreclosure. I'm going to set the sale out
5 into the first sale in June. I forget the date. Fifth

6 of June as I recall. So because it's a deficiency
7 there will be two sales, June 5th and probably July 5th
8 would be the second sale on that.

9 The reason I'm doing that, I'll go into that now.
10 That involves the encroachment issue, which clearly has
11 been the driving force behind this case and what's made
12 it so difficult.

13 Mr. Foerster, as with you, until Mr. McFarland
14 pulled that rabbit out of the RMC Office I didn't know
15 what we were going to get.

16 I find that as to the encroachment of the house,
17 talking about the house itself, I find that Mr. Huggins
18 attempted to and did, in fact, extend the property
19 lines of Lot 324 by ten feet. He did that through the
20 creation of the plat surveyed April 30, 1976 by W.O.
21 Gaillard and then recorded in January of 1978 -- or
22 February, I can't tell which that is, Book X132, and
23 that that clearly shows the intent of Mr. Huggins as to
24 what he wanted to do with his property.

25 I find that on the deeds thereafter, one, he's not

1 conveying out the property, and he's not selling the
2 property. I'm not aware of any mortgages, because that
3 hasn't been brought to my attention, but I think his
4 intent was clear from the plat that he wanted to extend
5 the boundary lines of the property and, as I said to
6 Mr. Bigler, that makes sense. For whatever reason he
7 drew the house out there, it's on the other lot. It's
8 on Lot 323 -- originally what was Lot 323 and clearly a
9 ten foot extension of the corner lot.

10 The construction, my authority for that is this,
11 the construction of a deed is a question of law for the
12 Court. If intention is not expressed accurately in the
13 deed evidence from another source may be admitted to
14 supply or explain it. The instrument is not
15 (inaudible) contradicted but is explained or corrected

16 (Reading)

17 THE COURT: I will find -- that cites to Gardener
18 versus Lazingo 293 S.C. 23, which is a Supreme Court
19 opinion from 1987.

20 So I find because Mr. Huggins didn't prepare his
21 own -- or convey out that property, he did convey it
22 out through the Deed of Distribution but, I'm not going
23 there because it's not in the record, but clearly there
24 was something else going on at the time, and I would
25 imagine since he was being sued, I assume by his

1 grandchildren, he wasn't going to go out of the way to
2 correct some discrepancy. It wasn't done. It's going
3 to be done now.

4 So that leads to the next question. That has to
5 do with the additional encroachments and what

6 Mr. Bigler has referred to as the implied easement by
7 prior use.

8 In that instance I find that, Mr. Bigler, I find
9 you do not meet the criteria for an implied easement by
10 prior use. I'll go through those criteria as you have
11 done, found in both the Boyd versus Bell South case and
12 the Pendarvis versus Cook case, both of which involved
13 roads into property that otherwise was unable to be
14 accessed.

15 Here, factually, you have a distinction because
16 you've got -- in your instance you've got a corner lot.
17 Access is readily gained from either Diana Street or
18 Gun Avenue, so you've got -- factually you have a
19 significant distinction there.

20 That's why I'm going to find that you get the ten
21 feet by virtue of the plat which has been recorded.
22 I'll provide you a remedy to get the additional land
23 you want, but I'll have to explain to you why we're
24 going to do that.

25 One, looking at the elements, unity of title, I'm

1 not sure we have unity of title here. We have unity of
2 ownership, but you've got title in only one lot. These
3 lots were created in -- whenever it was. 1944 -- 1844?
4 Whatever it was. That was when the lots were created.
5 All those lots in that subdivision were 50-foot by 100
6 foot. All the references today have been the corner
7 lot was 5100 and the other lot, the one being
8 foreclosed upon was 100 by 100. We've been encroaching
9 into that one.

10 Then you've got the severance of title. Again the
11 only severance of title in this instance was, in my
12 opinion, was when Mr. Huggins died.

13 Prior use was in existence at the time of the
14 unity of title. Clearly there was. Prior use was not
15 merely temporary or casual. I think that it was
16 temporary or casual. (reading)

17 I find it was casual. Prior use was apparently
18 known by the parties. I tend to agree.

19 Five, prior use was necessary in that there could
20 be no other reasonable mode of enjoying the dominant
21 tenement without the prior use. On that element,
22 number five, I find you just don't meet the test.

23 Common grantor indicated an intent to continue the
24 prior use after severance of title. Again, the common
25 grantor, I find, lost his interest upon death, not upon

1 any action that he did or took to sever the title.

2 So it's on that basis that I don't find the
3 implied easement from prior use to be applicable in
4 this case. However, based upon the testimony in the
5 record that mainly comes from the testimony of

6 Ms. Cooper, who was here earlier this morning, but also
7 from your testimony that you think your lot would be
8 improved by the figure of some \$5,000, which is what
9 Ms. Cooper testified, the diminution of value would be
10 over the encroached part, I'm going to find that in
11 addition to your ten feet which you have by plat, that
12 you may acquire an additional 15 foot of Lot 323 for
13 the price of \$5,000. I'm basing that on a figure of \$3
14 a foot, which was what basically the figure was that
15 was testified to.

16 Then there are going to be some additional costs,
17 but that figure of \$5,000 -- and I'm not saying you
18 have to do it today, but I'm going to give you a time
19 period and a method by which to do this in, and if you
20 get that done we'll have a new survey done. It will be
21 recorded, you'll have two lots. They will be of even
22 size and they will be adjacent to one other.

23 So for the sum of \$5,000 you can purchase the
24 additional 15 feet of Lot 323. You'll have a 75-foot
25 by 100 foot lot. You'll need to have that surveyed,

1 approved, prepared, recorded, and paid into the
2 Court -- the \$5,000 sum paid into the Court no later
3 than the 15th of May. If that's not done, then we're
4 going to create a new legal description for this
5 property making it 90 by 100 and we'll sell based upon

6 the Court's finding that's the size of the lot. If
7 that's done and you're working towards that then you're
8 going to have a 75-foot by 100 foot lot to be sold at
9 foreclosure.

10 Now, those funds that are paid into the Court, the
11 \$5,000 figure, if paid into the Court, would be held
12 pending sale of the property at foreclosure to
13 determine whether or not there is anything left for the
14 2/9ths interest owners of the property.

15 Folks, I'll tell you, I don't envision that
16 happening in today's market. But there is something
17 there. There is a fund being created for the purchase
18 of the property.

19 When the property is sold at foreclosure sale
20 we'll then have a finite figure that certainly the bank
21 will make the initial bid in June and final sale will
22 go forth on the 5th of July, then we'll have a figure
23 that we can work from, and it's either going to meet or
24 exceed -- either meet or not going to meet the \$90,000
25 figure we've discussed as being the basis for the

1 equitable subrogation claim, which I've previously
2 ruled is in effect in this case.

3 If it does exceed that we'll have to do some type
4 of partition. I'll cross that bridge when we get
5 there, but I don't think I need to do that today.

6 Okay?

7 All right. Any questions, objections? I'll leave
8 that record open. You can file a written objection if
9 you want.

10 MR. FOERSTER: If at the sale it doesn't exceed
11 that \$92,000 threshold, the Plaintiff just applies for
12 those funds? Assuming Plaintiff is the purchaser at
13 foreclosure sale would we put an application with you
14 for the funds?

15 THE COURT: That would be great; yes sir.

16 MR. BIGLER: As I understand it, either the lot
17 stays at 6500 or with this additional payment it goes
18 to 75 by 100. There is no intermediate ground at \$3 a
19 square foot that you envision that I could work out
20 with --

21 THE COURT: You could certainly talk -- that's my
22 ruling. If you want to talk to Mr. Foerster on behalf
23 of his client and you come to some other arrangement,
24 settle that case, suits me. Whatever those funds are
25 they will be held for the benefit of the Huggins heirs

1 2/9ths Huggins heirs until we figure out what it sells
2 for. That will give you some room to negotiate. Sure.

3 Thank you, Mr. McFarland. Thank you all for
4 coming.

5 MR. FOERSTER: I would just like to clarify what
6 would happen in the event Plaintiff is the successful
7 purchaser at sale and there is a credit bid type
8 situation. What if we bid up to the full debt amount
9 \$300,000? Does that -- with the \$92,000 limit, even
10 those credit bid --

11 THE COURT: You're not going to do that.

12 MR. FOERSTER: All right.

13 THE COURT: That's not happening.

14 MR. FOERSTER: Thank you, Your Honor.

15 THE COURT: We'll talk about that then. Thank you
16 all for coming.

17 (Hearing concluded.)

18

19

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25

2/28/12

KNOW ALL MEN BY THESE PRESENTS, THAT
We, HENRY GRAVES and SARAH HEYWARD GRAVES (formerly
Sarah Heyward)

in the State aforesaid, for and in consideration of the sum of
Twenty-five Hundred (\$2,500.00) DOLLARS.

to us in hand paid at and before the sealing of these presents by
BUSTER HUGGINS

in the State aforesaid, County of Charleston, the receipt whereof is hereby
acknowledged, have granted, bargained, sold, and released, and by these Presents do grant, bargain, sell and release
unto the said BUSTER HUGGINS, his heirs and assigns, the following described
real property:

ALL those two (2) lots of land, with the buildings therein, situate lying
and being on the public road or street known as Seventh Avenue, in that portion
of Hillsboro called Maryville in St. Andrews Parish, in the County and State
aforesaid, and known and designated as LOTS NOS. 322 and 323 on plat of part
of Hillsboro called Maryville, which plat is recorded in plat book "E", page 188,
in the RMC Office for Charleston County.

MEASURING AND CONTAINING in front, together, one hundred (100') feet,
and the same on the back line, by one hundred (100') feet in depth.

BUTTING AND BOUNDING to the north on Lots Nos. 308 and 309 on said
plat; to the east on Lot No. , to the south on Seventh Avenue; and to the
West on Lot No. 324 on said plat.

Being a portion of the property conveyed to Sarah Heyward on April 7th,
1941, and deed to which is recorded in Book Q-42, page 389, in the RMC Office
for Charleston County.

BOOK A59 PAGE 472

TOGETHER with all and singular the Right, Power, Privileges and Appurtenances to the said Premises belonging in anywise or otherwise

TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said Hunter Huggins, his Heirs and Assigns forever.

AND we do hereby bind ourselves and our Heirs, Executors and Administrators, to warrant and forever defend, all and singular the said Premises unto the said Hunter Huggins, his

Heirs and Assigns, against all and our Heirs and anyone whomsoever lawfully claiming or to claim the same or any part thereof

WITNESS our Hand and Seal this 4th day of November

in the year of our Lord one thousand nine hundred and fifty-four and in the one hundred and seventy-ninth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Morris D. Rosen
Belva Canteley

H. F. P. Y. & P. A. F. 2
Henry Graves (L.S.)
Sarah Heyward Graves (L.S.)
(formerly Sarah Heyward)



THE STATE OF SOUTH CAROLINA
Charleston County

PERSONALLY appeared before me Belva Canteley she and made oath that she saw the within named Henry Graves and Sarah Heyward Graves (formerly Sarah Heyward) and that she with Morris D. Rosen and deed, deliver the within written Deed, and that she witnessed the execution thereof.

SWORN to before me, this 4th day of November A.D. 1954

Morris D. Rosen (SEAL)
Notary Public of South Carolina

Belva Canteley

THE STATE OF SOUTH CAROLINA
Charleston County

RENUNCIATION OF DOWER

I Belva Canteley a Notary Public for South Carolina do hereby certify unto all whom it may concern, that my Sarah Heyward Graves the wife of the within named Henry Graves did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whatsoever, renounce, release and forever relinquish unto the within named Hunter Huggins, his Heirs and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 4th day of November Anno Domini 1954
Belva Canteley (SEAL)
Notary Public of South Carolina
Sarah Heyward Graves

KNOW ALL MEN BY THESE PRESENTS THAT, I/WE, Buster Huggins, hereinafter referred to as Grantor(s), in consideration of the sum of Five and 00/00 (\$5.00) Dollars the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents does grant, sell and release one-half undivided interest unto Lucille Huggins, her heirs and assigns, forever, undivided one-half right, title, and interest in and to the following described real property, to-wit:

SEE ATTACHED EXHIBIT "A" FOR A COMPLETE LEGAL DESCRIPTION.

Grantee's Address: 1218 Gunn Avenue

Charleston, SC 29407

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee(s), and the Grantee's(s)' heirs or successors and assigns, forever. And the grantor does hereby bind the Grantor and the Grantor's heirs or successors, and administrators to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's heirs or successors and assigns, against Grantor(s) and every person whomsoever lawfully claiming or to claim the same or any part thereof.

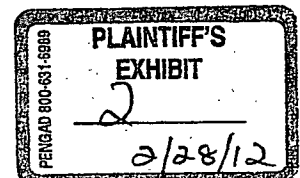
WITNESS the grantor's(s)' hand(s) and seal(s) this 17th day of November, 2003.

SIGNED, sealed and delivered
in the presence of:

Witness #1

Witness #2 (Can be the notary)

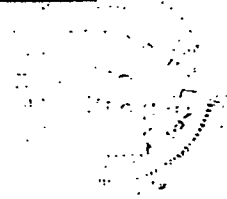
Buster Huggins



I, Lori Wright Roberts, a Notary, do hereby certify that Buster Huggins, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness by hand and seal this 17th day of November, 2003.

Lori Wright Roberts (SEAL)
Notary Public for South Carolina
My Commission Expires: 5-11-09



ALL THOSE TWO (2) LOTS OF LAND, WITH THE BUILDINGS THEREIN, SITUATE, LYING AND BEING ON THE PUBLIC ROAD OR STREET KNOWN AS SEVENTH AVENUE (N/K/A GUNN AVENUE), IN THAT PORTION OF HILLSBORO CALLED MARYVILLE IN ST. ANDREWS PARISH, IN THE COUNTY AND STATE AFORESAID, AND KNOWN AND DESIGNATED AS LOTS NOS. 322 AND 323 ON PLAT OF PART OF HILLSBORO CALLED MARYVILLE, WHICH PLAT IS RECORDED IN PLAT BOOK "F", PAGE 188, IN THE RMC OFFICE FOR CHARLESTON COUNTY.

MEASURING AND CONTAINING IN FRONT,, TOGETHER, ONE HUNDRED (100') FEET, AND THE SAME ON THE BACK LINE, BY ONE HUNDRED (100') FEET IN DEPTH.

BUTTING AND BOUNDING TO THE NORTH ON LOTS 308 AND 309 ON SAID PLAT; TO THE EAST ON LOT NO __; TO THE SOUTH ON SEVENTH AVENUE (N/K/A GUNN AVENUE); AND TO THE WEST ON LOT NO. 324 ON SAID PLAT.

TMS# 418-05-00-279

BEING THE SAME PROPERTY CONVEYED TO BUSTER HUGGINS BY DEED OF HENRY GRAVES AND SARAH HEYWARD (FORMERLY SARAH HEYWARD) GRAVES DATED NOVEMBER 4, 1954 AND RECORDED NOVEMBER 4, 1954 IN BOOK A59, PAGE 471, THE RMC OFFICE FOR CHARLESTON COUNTY, SOUTH CAROLINA.

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred **BY** Buster Huggins
TO Lucille Huggins **ON** November 17, 2003
3. Check one of the following: **The DEED is**
(a) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
(c) ☒ **EXEMPT** from the deed recording fee because (exemption# 1)
(Explanation if required) from husband to wife
(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been check.
(a) ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____.
(b) ☐ The fee is computed on the fair market value of the realty which is \$ _____.
(c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check YES ☐ or NO ☐ to the following: a lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is _____.
6. The DEED Recording Fee is computed as follows:
(a) _____ the amount listed in item 4 above
(b) _____ the amount listed in item 5 above (no amount place zero)
(c) ☒ Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as : Grantor.
8. Check if Property other than Real Property is being transferred on this Deed.
(a) ☐ Mobile Home.
(b) ☐ Other
9. DEED OF DISTRIBUTION-ATTORNEY'S AFFIDAVIT: Estate of _____
deceased CASE NUMBER _____. Personally appeared before me the undersigned attorney who, being duly sworn, certified the (s)he is licensed to practice law in the State of South Carolina; that (s)he has prepared the Deed of Distribution for the Personal Rep. in the Estate of _____ deceased and that the grantee(s) therein are correct and conform to the estate file for the above named decedent.
10. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Lucille Huggins
Grantor, Grantee, or Legal Representative
connected with this transaction

Sworn to before this 17
day of November, 2003
David J. Dugan
Notary Public for South Carolina
My Commission Expires: 12-12-06

Buster Huggins or Lucille Huggins
Print or Type Name here

This page Must remain with
the original document.



Don Dugan

CHS
P. 1

Fee 10.00
State _____
Fee _____
County **EXEMPT** _____
Fee _____
Postage _____
TOTAL 10.00
A

FILED

U476-699
2003 NOV 25 AM 8:46

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

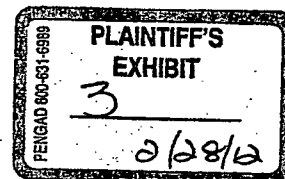
REP LMG

DATE 12/22/03

RECORDED

DEC 22 2003

PEGGY A. MOSELEY
CHARLESTON COUNTY ANNOTATOR



TYPE/PRINT
b IN
PERMANENT
BLACK INK
FOR
INSTRUCTIONS
SEE
OTHER SIDE
AND HANDBOOK

STATE OF SOUTH CAROLINA
DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
CERTIFICATE OF DEATH

04 011646

STATE BIRTH NUMBER

STATE FILE NUMBER

1. DECEDENT'S NAME First Middle Last BUSTER HUGGINS		2. SEX Male	3. DATE OF DEATH (Month, Day, Year) 4-25-04
4. SOCIAL SECURITY NUMBER 250-07-5268	5a. AGE - Last Birthday (Years) 85	5b. MONTHS 0	5c. DAYS 0
6. DATE OF BIRTH (Month, Day, Year) 2-14-19		7. BIRTHPLACE (City, and State or Foreign Country) Bluffton SC	

8. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Yes or No) Yes		9. PLACE OF DEATH (Check only one; see instructions on other side) HOSPITAL: ☐ Inpatient ☐ ER/Outpatient ☐ ODA OTHER: ☐ Nursing Home ☒ Residence ☐ Other (Specify)	
--	--	--	--

10. FACILITY NAME (If not institution, give street and number) 1218 Gunn St.		11. CITY, TOWN, OR LOCATION OF DEATH Charleston	12. COUNTY OF DEATH Charleston
--	--	---	--

13. MARITAL STATUS - Married, Never Married, Widowed, Divorced (Specify) Married	14. SURVIVING SPOUSE (If wife, give maiden name) Lucille Huggins	15. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired) Mechanist	16. KIND OF BUSINESS/INDUSTRY Naval Shipyard
--	--	--	--

17. RESIDENCE - STATE SC	18. COUNTY Charleston	19. CITY, TOWN, OR LOCATION Charleston	20. STREET AND NUMBER 1218 Gunn St.	21. INSIDE CITY LIMITS? (Yes or No) Yes
------------------------------------	---------------------------------	--	---	---

22. ZIP CODE 29407	23. Was Decedent of Hispanic Origin? (Specify Yes or No - If yes, specify Cuban, Mexican, Puerto Rican, etc.) No	24. RACE - American Indian, Black, White, etc. (Specify) Black	25. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (0-12) College (13-16 or 17-19) Graduate (20 or more) 10
------------------------------	--	--	--

26. FATHER'S NAME First Middle Last Daniel Huggins		27. MOTHER'S NAME First Middle Last Henrietta Wright	
--	--	--	--

28. INFORMANT'S NAME (Type/Print) Lucille Huggins	29. MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code) 1218 Gunn St. Charleston SC 29407
---	--

30. METHOD OF DISPOSITION ☒ Burial ☐ Cremation ☐ Removal from State 30a. ☐ Donation ☐ Other (Specify)	31. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) Sunset Memorial Gardens	32. LOCATION - (City or Town, State) North Charleston SC
---	--	--

33. FUNERAL DIRECTOR OR PERSON ACTING AS SUCH (Signature) John A. Parley	34. FUNERAL OR LICENSE NO. 1808	35. NAME AND ADDRESS OF FACILITY PASLEY'S MORTUARY 1115 5th Ave. Maryville Charleston SC 29407	36. LICENSE NUMBER (of facility) 554
--	---	--	--

37. EMBALMER (Signature) John A. Parley	38. EMBALMER LICENSE NO. 1808	39. DATE 4/25/04	40. TIME PM
---	---	----------------------------	-----------------------

41. COMPLETE ITEM 23a-c ONLY, when certifying physician is not available at time of death to certify cause of death.		42. To the best of my knowledge, death occurred at the time, date, and place stated.		43. LICENSE NUMBER 220	44. DATE SIGNED (Month, Day, Year) 4/25/04
--	--	--	--	----------------------------------	--

45. TIME OF DEATH 14:05	46. DATE PRONOUNCED DEAD (Month, Day, Year) 4/25/04	47. WAS CASE REFERRED TO MEDICAL EXAMINER/CORONER? (Yes or No) Yes
-----------------------------------	---	--

48. PART I. Enter the diseases, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line.		49. Approximate Interval Between Onset and Death
---	--	--

IMMEDIATE CAUSE (Final disease or condition resulting in death) Myocardial Infarction		50. DUE TO OR AS A CONSEQUENCE OF: Arteriosclerotic Heart Disease
---	--	---

SEQUENTIALLY list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (disease or injury that initiated events resulting in death) LAST		51. DUE TO OR AS A CONSEQUENCE OF: Hypertension
--	--	---

PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I		52. AUTOPSY (Yes or No) No	53. IF YES, WERE AUTOPSY FINDINGS CONSIDERED IN DETERMINING CAUSE OF DEATH? (Yes or No)
---	--	--------------------------------------	---

54. MANNER OF DEATH ☐ Natural ☐ Pending Investigation ☐ Accident ☐ Suicide ☐ Homicide ☐ Could not be determined		55. DATE OF INJURY (Month, Day, Year) 4/25/04	56. TIME OF INJURY PM	57. INJURY AT WORK? (Yes or No) No	58. DESCRIBE HOW INJURY OCCURRED
--	--	---	---------------------------------	--	----------------------------------

59. PLACE OF INJURY - Home, Farm, Street, Factory, Office, etc. (Specify) Home		60. LOCATION (Street and Number or Rural Route Number, City or Town, State) 1218 Gunn St. Charleston SC	
--	--	---	--

61. CERTIFIER (Check only one) ☒ CERTIFYING PHYSICIAN (Physician certifying cause of death) ☐ MEDICAL EXAMINER ☐ CORONER		62. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER	
---	--	---	--

63. SIGNATURE AND TITLE OF CERTIFIER (To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) stated.) John A. Parley, MD		64. LICENSE NUMBER 554	65. DATE SIGNED (Month, Day, Year) 4/25/04
--	--	----------------------------------	--

66. NAME AND ADDRESS OF PERSON WHO SIGNED IN 63 (If different from 63) W. H. Huggins, Jr., 114 Ashley Ave, Charleston SC 29407		67. DATE FILED (Month, Day, Year) APR 29 2004	
--	--	---	--

68. REGISTRAR'S SIGNATURE John A. Parley, MD		69. DATE FILED (Month, Day, Year) APR 29 2004	
--	--	---	--

Name of Decedent
For Use By Physician Or Institution

See Instructions On Other Side

See Definition On Other Side

STATE OF SOUTH CAROLINA

TITLE TO REAL ESTATE

COUNTY OF CHARLESTON

KNOW ALL MEN BY THESE PRESENTS THAT I, Lucille Huggins, hereinafter referred to as Grantor in consideration of the sum of Five and 00/00 (\$5.00) dollars the receipt of which is hereby acknowledged from Vandora H. Edwards, and the assumption of the mortgage on the property 1218 Gunn Avenue, Charleston, SC 29407 hereinafter described and existing mortgage to Novastar Mortgage Inc, 6200 Oak Tree Blvd., Cleveland, OH. On November 15, 2004 transferring current balance of \$89,777.52 as of December 1, 2004, beginning balance of \$90,250.00 as of November 17, 2003. The beginning balance, book number H476 P6 168, any other existing lien thereon by the said Vandora M. Huggins-Edwards, I have granted, bargained, sold and released, and by the present do grant, bargain, sell and release unto the said Vandora M. Huggins-Edwards, her heirs and assigns, absolutely and forever, all of my rights title and interest in, of and to the following described real property 1218 Gunn Avenue, Charleston, SC 29407 to wit:

ALL THOSE TWO (2) LOTS OF LAND, TOGETHER WITH THE BUILDINGS THEREON, SITUATE, LYING AND BEING ON THE PUBLIC ROAD OR STREET KNOWN FORMERLY AS SEVENTH AVENUE, BUT NOW KNOWN AS GUNN AVENUE, IN THE PORTION OF HILLSBORO CALLED MARYVILLE, IN ST. ANDREWS PARISH, IN THE COUNTY AND STATE AFORESAID, AND KNOWN AND DESIGNATED AS LOTS NOS. 322 AND 323 ON A PLAT OF PART OF HILLSBORO CALLED MARYVILLE, WHICH PLAT IS RECORDED IN PLAT BOOK "F", AT PAGE 188 OF CHARLESTON COUNTY.

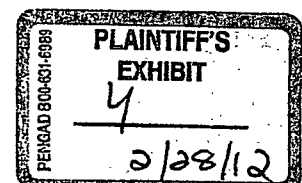
MEASURING AND CONTAINING IN FRONT, TOGETHER, ONE HUNDRED (100') FEET, AND THE SAME ON THE BACK LINE, BY ONE HUNDRED (100') FEET IN DEPTH BUTTING AND BOUNDING TO THE NORTH ON LOTS 308 AND 309 AND SAID PLAT; TO THE EAST ON LOT NO _____; TO THE SOUTH ON SEVENTH AVENUE (NOW KNOWN AS GUNN AVENUE); AND TO THE WEST ON LOT NO 324 ON SAID PLAT.

BEING THE SAME PROPERTY CONVEYED BY BUSTER HUGGINS BY DEED DATED NOVEMBER 17, 2003, AND RECORDED NOVEMBER 25, 2003, IN BOOK U476, AT PAGE 699, IN THE RMC OFFICE FOR CHARLESTON COUNTY, SOUTH CAROLINA, CONVEYING HIS UNDIVIDED ON-HALF RIGHT, TITLE AND INTEREST THERE I TO LUCILLE HUGGINS.

TMS # 418-05-00-279

TOGETHER with all singular the rights, members, hereditaments and appurtenance to said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee and the Grantee's heirs, successors and assigns, forever. And the grantor does hereby bind herself and heirs, successors, and personal representative to warrant and forever defend all and singular said premises unto the Grantee and to the Grantees heirs or successor and assigns, against Grantor and every person whomsoever lawfully claiming or to claim the same or any part thereof.



Y517PG836

WITNESS the grantor's hand and seal this 15th day of November, 2004, at Charleston, SC

SIGNED, sealed and delivered
in the presence of:

M. [Signature]
Witness #1

Lucille Huggins (SEAL)
Lucille Huggins

Jane McL Baker
Witness #2

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

I, Jane McL. Baker, a Notary Public for South Carolina, do hereby certify that Lucille Huggins personally appeared before me this day and acknowledged her due execution of the foregoing instrument or deed.

Witness my hand and seal this 15th day of November 2004.

Jane M. Baker (SEAL)
Notary Public for South Carolina
My Commission Expires: 11-10-2013

This title not examined by Brockinton & Brockinton

Grantee's Address: 1218 Gunn Ave.
Charleston, SC 29407

STATE OF SOUTH CAROLINA }
COUNTY OF CHARLESTON }

AFFIDAVIT

Date of Transfer of Title _____
{ Closing Date _____

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred BY Lucille Huggins
TO Vandora M. Huggins-Edwards ON November 15, 2004
3. The DEED is (check one of the following)
 - (A) ☒ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) ☐ EXEMPT from the deed recording fee because (Exemption # _____)
(Explanation if required) _____
(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (A) ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 89,782.62
 - (B) The fee is computed on the fair market value of the realty which is \$ _____
 - (C) The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____
5. Check YES ☒ or NO to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$ \$89,777.52
6. The DEED Recording Fee is computed as follows:
 - (A) \$89,782.52 the amount listed in item 4 above
 - (B) \$89,777.52 the amount listed in item 5 above (no amount place zero)
 - (C) \$5.00 Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantee
8. Check if Property other than Real Property is being transferred on this Deed.
 - (A) ☐ Mobile Home
 - (B) ☐ Other
9. DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of _____
deceased CASE NUMBER _____ Personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in the State of South Carolina; that (s)he has prepared the Deed of Distribution for the Personal Rep. in the Estate of _____ deceased and that the grantee(s) therein are correct and confirm to the estate file for the above named decedent.
10. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn this 2nd Day of December, 20 04
Notary Public for South Carolina
My Commission Expires: 1-17, 20 12

Signed Vandora M. Huggins-Edwards
Grantor, Grantee, or Attorney that prepared this form
Vandora M. Huggins-Edwards
Print or Type Name Here

Y517PG838

RECORDER'S PAGE

This page Must remain with
the original document.



Vandora H Edwards
1218 Gunn Ave
Charleston SC
792-344 29407
(call to pick up)

LH

Recording

Fee 10.00

State

Fee

County

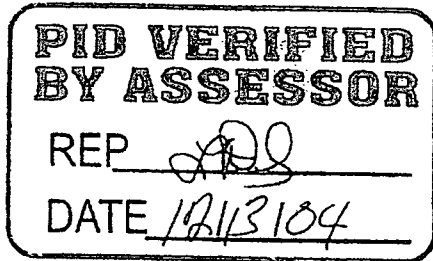
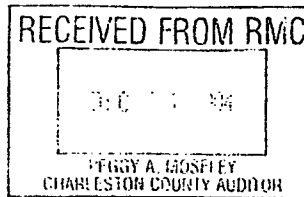
Fee

Postage

TOTAL 10.00

C

FILED
Y517-835
2004 DEC -2 PH 4: 22
GREGORY LYBRAND
REGISTER
CHARLESTON COUNTY SC



STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

FILED
MAR 2 2012
PROBATE COURT
CHARLESTON COUNTY

IN THE PROBATE COURT

IN THE MATTER OF: MICHELLE Y. HUGGINS

CASE NUMBER: 2002 ES10-0836

APPLICATION FOR PETITION FOR

	INFORMAL		FORMAL
☐	PROBATE OF WILL	☒	TESTACY
☐	APPOINTMENT	☒	APPOINTMENT

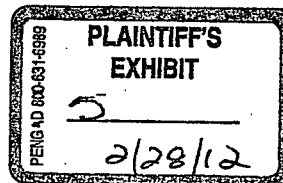
Applicant/Petitioner: Sharon H. Smack
Address: 1957 Boeing Avenue
Charleston, South Carolina 29407
Telephone: (843) 571-7119

I. ALL APPLICANTS/PETITIONERS MUST COMPLETE THIS SECTION.

1. Nature of interest of undersigned: Sister
2. Decedent Information -
Name: Michelle Y. Huggins
Social Security Number: 250-23-6089
Date of Birth: February 16, 1959
Date of Death: August 24, 2001
Age at date of death: 42
Domicile at date of death: Bronx, New York
3. Venue for this proceeding is proper in this county because:

☐	Decedent was domiciled in this county at date of death.
☒	Decedent was not domiciled in South Carolina, but property of Decedent was located in this county at date of death.
☐	Decedent has a right to take legal action in this county because:

FORM #300PC



PAGE 1 OF 7

4a. Names and addresses of devisees, including dates of birth of minors:

<u>Name and Social Security No.</u>	<u>Date of Birth</u>	<u>Address</u>	<u>Relationship to Decedent</u>
---	----------------------	----------------	-------------------------------------

4b. Names and addresses of intestate heirs who are not devisees, including dates of birth of minors:

<u>Name and Social Security No.</u>	<u>Date of Birth</u>	<u>Address</u>	<u>Relationship to Decedent</u>
Kimberly Nelms 066-64-5162	8/28/79	2663 Heath Avenue, Apt. 17-D Bronx, New York 10463	Daughter
Timothy Nelms 087-66-7564	1/24/82	2663 Heath Avenue, Apt. 17-D Bronx, New York 10463	Son
Jennifer Nelms 122-64-6258	1/16/81	2802 Olinville Avenue, Apt. E-9 Bronx, New York	Daughter
Michael A. Brown (Minor)	4/10/84	2663 Heath Avenue, Apt. 17-D Bronx, New York 10463	Son
Demetrius Huggins Nelms (Minor)	1/16/94	2040 Ashley River Rd., Apt. D-10 Charleston, South Carolina 29407	Son
Darius Simmons (Minor)	8/24/95	2040 Ashley River Rd., Apt. D-10 Charleston, South Carolina 29407	Son
Dondre Simmons (Minor)	7/23/96	2040 Ashley River Rd., Apt. D-10 Charleston, South Carolina 29407	Son

5. Did decedent have any change of marital status or the birth or adoption of any children after execution of the Will (if one exists), or has any child of the decedent been born since his death, or is any birth of a child of the decedent anticipated? (This includes illegitimate children.)
☒ NO ☐ YES If yes, please explain on Page 3.

6. To the best of your knowledge, was the decedent a patient in a South Carolina Mental Health facility during his/her lifetime?
☒ NO ☐ YES If yes, please explain on Page 3.

7. Has a personal representative of the decedent been appointed prior to this date in this state or elsewhere?
[X] NO [] YES If yes, please state details, including name and address of such Personal Representative, on Page 3.
8. Have you received or are you aware of any demands for notice of any probate or appointment proceeding concerning the decedent that may have been filed in this state or elsewhere?
[X] NO [] YES If yes, please state details, including names and addresses, on Page 3.
9. Have more than ten years passed since the decedent's death?
[X] NO [] YES If yes, please state circumstances authorizing tardy probate on Page 3.
10. The decedent died with a personal estate of about the value of \$0.00 and real estate of about the value of \$3,000.00. (A full Inventory and Appraisement, Form #350PC, must be filed within 60 days.) If decedent was a non-resident, please attach South Carolina Tax Commission Form ET 101.
11. After the exercise of reasonable diligence, are you aware of any unrevoked will and/or codicil(s), other than the one(s) attached hereto, relating to property in this State?
[X] NO [] YES If yes, please explain on Page 3 and then proceed to Section II.

II. IF A WILL EXISTS, PLEASE COMPLETE THIS SECTION.

1. Regarding the decedent's will:
- [] the original is attached
 - [] the original is in the Court's possession
 - [] an authenticated copy of a will probated in another jurisdiction is attached
 - [] an authenticated copy of a will not probated in another jurisdiction is attached
 - [] the will is lost, destroyed, or otherwise unavailable; however, a description of Its contents are attached.
2. Do you believe, to the best of your knowledge, the will described above was validly executed?
[] YES [] NO If no, please explain on Page 3.
3. The date of execution of the will was: N/A.
codicil(s): N/A.

4. Are you aware of any instrument or document amending or revoking the will?
☐ NO ☐ YES If yes, please explain on Page 3.
5. Have you exercised reasonable diligence to determine there is no instrument or document revoking the will?
☐ YES ☐ NO If no, please explain on Page 3.
6. Do you believe the will defined in "1" above is the decedent's last will?
☐ YES ☐ NO If no, please explain on Page 3.

COMPLETE EXPLANATION(S) FOR QUESTIONS IN SECTIONS I AND II HERE.

III. IF APPLYING FOR INFORMAL OR FORMAL APPOINTMENT,
PLEASE COMPLETE THE FOLLOWING.

1. The name and address of the proposed Personal Representative is:

Sharon H. Smack
1957 Boeing Avenue
Charleston, South Carolina 29407

2. The nominee's priority of appointment is as follows:

☐ named as Personal Representative in will
☐ PRIMARY ☐ ALTERNATE
☐ surviving spouse of decedent who is devisee of decedent
☐ other devisee of decedent (describe):
☐ surviving spouse of decedent
☒ other heir of decedent (describe): Sister
☐ creditor (forty-five days after death must have passed)
☐ other (describe):

3. List below the names of any other persons, if any, having a prior or equal right of appointment (see priority above).

All Devisees set forth in Paragraph I, 4a.

IV. ALL APPLICANTS/PETITIONERS MUST COMPLETE VERIFICATION

VERIFICATION

The undersigned, being sworn, states that the facts set forth in the foregoing statement are true to the best of the undersigned's knowledge, information and belief, and hereby submits to the Court's jurisdiction in this matter.

Signature: Sharon H. Smack
Name: Sharon H. Smack

SWORN to and subscribed before me
this 17 day of ~~October~~, 2001
November

Deen P. Smith
Notary Public for South Carolina
My Commission Expires: 10/28/2006

ORDER OF INFORMAL PROBATE

✓ IT IS HEREBY ORDERED that the above Application for Probate of a Will be
[☒] GRANTED [☐] DENIED informally this 17 day of May, 2001. 2002

Janara C. Cunningham
Probate Court Judge

ORDER FOR HEARING ON FORMAL PETITION

IT IS HEREBY ORDERED that a hearing on this matter be set for:

DATE:
TIME:
PLACE:

Pursuant to Section 62-1-401, the Petitioner is ordered to give notice of this hearing to all interested persons at least twenty (20) days prior to the hearing.

Executed this _____ day of _____, 2001.

Probate Court Judge

ORDER OF FORMAL TESTACY

On hearing of the above Petition, this Court finds that the person is deceased, venue is proper, and the proceeding was commenced within appropriate time limits.

The Court further finds that:

[] the decedent died intestate. The heirs are:

[] the decedent died testate. IT IS THEREBY ORDERED that the Last Will and Testament of the above-named decedent, dated _____, _____, be admitted formally to probate.

Executed this _____ day of _____, 2001.

Probate Court Judge

[] SEE ATTACHED ORDER

ORDER OF APPOINTMENT

IT IS HEREBY ORDERED that the above Application/Petition for Appointment be granted upon the filing of a bond as appropriate, qualification and acceptance.

Executed this 17 day of May, 2001.

Jamara L. Curry
Probate Court Judge

QUALIFICATION AND STATEMENT OF ACCEPTANCE

I accept this appointment and agree to perform the duties and discharge the trust of the office of Personal Representative of this estate.

Signature: Sharon H. Smack

Name: Sharon H. Smack

Address: 2040 Ashley River Road, Apt. D-10
Charleston, South Carolina 29407

Telephone (H): (843) 571-7119

Attorney: John Kachmarsky, LL.M.

KACHMARSKY & TAYLOR, PLLC

Address: 171 Church Street -Suite 140
Charleston, South Carolina 29401

Telephone: (843) 723-2000

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

PROBATE COURT

IN THE MATTER OF (Decedent Name) HENRY BUSTER HUGGINS, JR.
CASE NUMBER 93-ES-10-01108

APPLICATION FOR PETITION FOR
(check any that apply)

INFORMAL	FORMAL
☐ PROBATE OF WILL	☐ TESTACY
☐ APPOINTMENT	☒ APPOINTMENT

Applicant/Petitioner: Buster Huggins
Address: 1218 Gunn Avenue
Charleston, SC 29407
Telephone: (h) 766-1913

I. ALL APPLICANTS/PETITIONERS MUST COMPLETE THIS SECTION.

1. Nature of interest of undersigned: Father

2. Decedent Information

Name: Henry Buster Huggins, Jr.
Social Security Number: 248-48-5261
Date of Birth: November 6, 1935
Date of Death: December 1, 1981 (See Order dated
November 3, 1994, Case No. 93-ES-10-1108)
Age at date of death: 46
Domicile at date of death: Charleston, South Carolina
(County) (state)

3. Venue for this proceeding is proper in this county because:

- ☒ Decedent was domiciled in this county at date of death.
☐ Decedent was not domiciled in South Carolina, but property of
Decedent was located in this county at date of death.
☐ Decedent has a right to take legal action in this county
because:

4a. Names and addresses of devisees, including dates of birth of
minors:

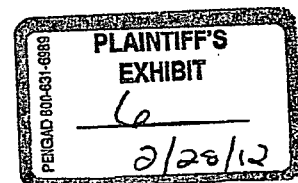
Name	Date of Birth	Address	Relationship to Decedent
------	------------------	---------	-----------------------------

4b. Names and addresses of intestate heirs who are not devisees,
including dates of birth of minors:

Name	Date of Birth	Address	Relationship to Decedent
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SEE ATTACHED

FORM #300PC (1/91) PAGE 1 OF 6
62-3-203, 62-3-301, 62-3-303, 62-3-401, 62-3-402, 62-3-409,
62-3-414, 62-3-601, 62-3-704, 44-23-1090, 44-23-1120
C:\PROBATE\PC300.WPF



5. Did decedent have any change of marital status or the birth or adoption of any children after execution of the Will (if one exists), or has any child of the decedent been born since his death, or is any birth of a child of the decedent anticipated? (This includes illegitimate children.)
[X] NO [] YES If yes, please explain on page 3.
6. To the best of your knowledge, was the decedent a patient in a South Carolina Mental Health facility during his/her lifetime?
[X] NO [] YES If yes, please explain on page 3.
7. Has a guardian or conservator ever been appointed for this person?
[X] NO [] YES If yes, please explain on page 3.
8. Has a personal representative of the decedent been appointed prior to this date by a court in this state or elsewhere?
[X] NO [] YES If yes, please state details, including name and address of such Personal Representative, on page 3.
9. Have you received or are you aware of any demands for notice of any probate or appointment proceeding concerning the decedent that may have been filed in this state or elsewhere?
[X] NO [] YES If yes, please state details, including names and addresses, on page 3.
10. Have more than ten years passed since the decedent's death?
[] NO [X] YES If yes, please state circumstances authorizing tardy probate on page 3.
11. The decedent died with a personal estate of about the value of approximately \$10,000.00 and real estate of about the value of approximately \$2,000.00. (A full inventory and appraisal, Form #350PC, must be filed within 90 days.) If decedent was a non-resident, please attach South Carolina Tax Commission Form ET 101.
12. After the exercise of reasonable diligence, are you aware of any unrevoked will and/or codicil(s), other than the one(s) attached hereto, relating to property in this State?
[X] NO [] YES If yes, please explain on page 3 and then proceed to Section II.

II. IF A WILL EXISTS, PLEASE COMPLETE THIS SECTION.

1. Regarding the decedent's will: N/A

- [] the original is attached
[] the original is in the Court's possession
[] an authenticated copy of a will probated in another jurisdiction is attached
[] an authenticated copy of a will not probated in another jurisdiction is attached
[] the will is lost, destroyed, or otherwise unavailable; however, a description of its contents is attached

2. Do you believe, to the best of your knowledge, the will described above was validly executed? N/A
☐ YES ☐ NO If no, please explain on page 3.
3. The date of execution of the will was: N/A
codicil(s):
4. Are you aware of any instrument or document amending or revoking the will? N/A
☐ NO ☐ YES If yes, please explain on page 3.
5. Have you exercised reasonable diligence to determine there is no instrument or document revoking the will? N/A
☐ YES ☐ NO If no, please explain on page 3.
6. Do you believe the will defined in "1" above is the decedent's last will? N/A
☐ YES ☐ NO If no, please explain on page 3.

COMPLETE EXPLANATION(S) FOR QUESTIONS IN SECTIONS I AND II HERE.

A court action (93-ES-10-1108) to declare Henry Buster Huggins, Jr. deceased was commenced in Charleston County Probate Court pursuant to a Summons and Complaint filed August 11, 1994. Mr. Huggins has not been heard from nor seen by any member of his immediately family since November 30, 1976. All parties were properly served with the pleadings.

Thereafter, on November 3, 1994, a hearing was held at which time it was ordered that Henry Buster Huggins, Jr. be adjudicated to be deceased and that the date of death be established as December 1, 1981; that the Department of Health and Environmental Control issue a Certificate of Death for Henry Buster Huggins, Jr.; and that upon the issuance of a Certificate of Death by the Department of Health and Environmental Control, this Court should entertain and consider any petition for the administration of the Estate of Henry Buster Huggins, Jr. by anyone allowed by law to file said petition. (A copy of said Order is attached hereto.)

III. IF APPLYING FOR INFORMAL OR FORMAL APPOINTMENT, PLEASE COMPLETE THE FOLLOWING.

1. The name(s) and address(es) of the proposed Personal Representative(s) is/are:

Buster Huggins
1218 Gunn Avenue
Charleston, SC 29407

2. Priority for this appointment is:
 - ☐ named as Primary Personal Representative in will or nominee of Primary Personal Representative
 - ☐ named as Alternate Personal Representative in will or nominee of Alternate Personal Representative
 - ☐ surviving spouse of decedent who is devisee of decedent or nominee of said spouse

2. Do you believe, to the best of your knowledge, the will described above was validly executed? N/A
☐ YES ☐ NO If no, please explain on page 3.
3. The date of execution of the will was: N/A
codicil(s):
4. Are you aware of any instrument or document amending or revoking the will? N/A
☐ NO ☐ YES If yes, please explain on page 3.
5. Have you exercised reasonable diligence to determine there is no instrument or document revoking the will? N/A
☐ YES ☐ NO If no, please explain on page 3.
6. Do you believe the will defined in "1" above is the decedent's last will? N/A
☐ YES ☐ NO If no, please explain on page 3.

COMPLETE EXPLANATION(S) FOR QUESTIONS IN SECTIONS I AND II HERE.

A court action (93-ES-10-1108) to declare Henry Buster Huggins, Jr. deceased was commenced in Charleston County Probate Court pursuant to a Summons and Complaint filed August 11, 1994. Mr. Huggins has not been heard from nor seen by any member of his immediately family since November 30, 1976. All parties were properly served with the pleadings.

Thereafter, on November 3, 1994, a hearing was held at which time it was ordered that Henry Buster Huggins, Jr. be adjudicated to be deceased and that the date of death be established as December 1, 1981; that the Department of Health and Environmental Control issue a Certificate of Death for Henry Buster Huggins, Jr.; and that upon the issuance of a Certificate of Death by the Department of Health and Environmental Control, this Court should entertain and consider any petition for the administration of the Estate of Henry Buster Huggins, Jr. by anyone allowed by law to file said petition. (A copy of said Order is attached hereto.)

III. IF APPLYING FOR INFORMAL OR FORMAL APPOINTMENT, PLEASE COMPLETE THE FOLLOWING.

1. The name(s) and address(es) of the proposed Personal Representative(s) is/are:
- Buster Huggins
1218 Gunn Avenue
Charleston, SC 29407
2. Priority for this appointment is:
- ☐ named as Primary Personal Representative in will or nominee of Primary Personal Representative
- ☐ named as Alternate Personal Representative in will or nominee of Alternate Personal Representative
- ☐ surviving spouse of decedent who is devisee of decedent or nominee of said spouse

- ☐ other devisee of decedent (describe): or nominee of said devisee
- ☐ surviving spouse of decedent or nominee of said spouse
- ☐ other heir of decedent (describe): or nominee of said heir
- ☐ creditor (Forty-five days after death must have passed) or nominee of creditor
- ☒ other (describe): Father and responsible relative living in South Carolina
- ☐ nominee of any of the above

3. List below the names of any other persons, if any, having a prior or equal right of appointment (see priority above).

Minnie Huggins	Wife
Sharon Smack	Daughter
Michelle Huggins	Daughter
Dewayne Dixon	Son
Adrianne Cottons Huggins	Daughter
Derwin Huggins	Son

IV. ALL APPLICANTS/PETITIONERS MUST COMPLETE VERIFICATION.

VERIFICATION

The undersigned, being sworn, states that the facts set forth in the foregoing statement are true to the best of the undersigned's knowledge, information and belief; and hereby submits to the Court's jurisdiction in this matter.

SWORN to before me this
11th day of June,
 1996.

Signature: *Buster Huggins*

Name: Buster Huggins

Sharon Smack
 Notary Public for South Carolina
 My Commission Expires: 01-01-01

Signature: _____

Name: _____

ORDER OF INFORMAL PROBATE

IT IS HEREBY ORDERED that the above application for probate of a will be
☐ GRANTED ☐ DENIED informally this ____ day of _____,
 1996.

 Probate Court Judge

ORDER FOR HEARING ON FORMAL PETITION

IT IS HEREBY ORDERED that a hearing on this matter be set for:

DATE:

TIME:

PLACE:

Pursuant to Section 62-1-401, the petitioner is ordered to give notice of this hearing to all interested persons at least twenty (20) days prior to the hearing.

Executed this _____ day of _____, 19____.

Probate Court Judge

ORDER OF FORMAL TESTACY

On hearing of the above petition, this Court finds that the person is deceased, venue is proper, and the proceeding was commenced within appropriate time limits.

The Court further finds that

☐ the decedent died intestate. The heirs are:

☐ the decedent died testate. IT IS THEREBY ORDERED that the Last Will and Testament of the above-named decedent, dated , be admitted formally to probate.

Executed this _____ day of _____, 19____.

Probate Court Judge

☐ SEE ATTACHED ORDER

ORDER OF APPOINTMENT

IT IS HEREBY ORDERED that the above application/petition for appointment be granted upon the filing of a bond as appropriate, qualification and acceptance.

Executed this _____ day of _____, 19____.

Probate Court Judge

QUALIFICATION AND STATEMENT OF ACCEPTANCE

I accept this appointment and agree to perform the duties and discharge the trust of the office of Personal Representative of this estate.

Signature: Buster Huggins

Name: Buster Huggins

Address: 1218 Gunn Avenue
Charleston, SC 29407

Telephone (H): (803) 766-1913

Signature: _____

Name: _____

Address: _____

Telephone (O): _____

(H): _____

Attorney: Charles H. Gibbs, Jr.

Address: Sinkler & Boyd, P.A.
160 E. Bay Street
Charleston, SC 29402

Telephone (O): (803) 722-3366

Attachment to Form #300PC
Estate of Henry Buster Huggins, Jr.

4b. Names and addresses of intestate heirs who are not devisees, including dates of birth of minors:

Name	Address	Relationship to Decedent
Minnie Huggins	Martin Luther King Gardens Building 5, Apt. 1-B 164 Washington Avenue Poughkeepsie, NY 12601	Wife
Sharon H. Smack	2144 Savannah Highway Bldg. 16, Apt. 1 Charleston, SC 29414	Daughter
Michelle Huggins	1711 Randall Avenue Apt. 4-B Bronx, NY 10473	Daughter
Derwin Huggins	47 St. Nicholas Avenue P. O. Box 750 New York, NY 10026	Son
Dewayne Dixon	1534 Selwyn Avenue Apt. 6-K Bronx, NY 10473	Son
Andrean Huggins	1711 Randall Avenue Apt. 4-D Bronx, NY 10473	Daughter

14A

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE PROBATE COURT
NINTH JUDICIAL CIRCUIT
CASE NO.: 93ES10-

BUSTER HUGGINS, MINNIE HUGGINS,
SHARON H. SMACK, MICHELLE HUGGINS,
DERWIN HUGGINS, DEWAYNE DIXON, and
ADRIANNE COTTON HUGGINS, Heirs-at-
Law of HENRY BUSTER HUGGINS, JR.

Plaintiffs,

v.

COMPLAINT

HENRY BUSTER HUGGINS, JR. and JOHN
DOE and MARY DOE, Fictitious Names
Used to Designate Unknown Infants,
Incompetents or Persons Under Any
Legal Disability of HENRY BUSTER
HUGGINS, JR.

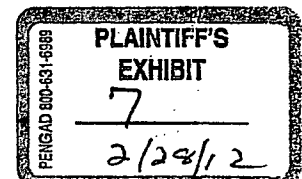
Defendants.

TO THE DEFENDANTS ABOVE-NAMED:

The Plaintiffs would respectfully allege unto this Honorable Court as follows:

1. That Buster Huggins is the father of Henry Buster Huggins, Jr.; that Minnie Huggins is the wife and heir-at-law of Henry Buster Huggins, Jr.; that Sharon H. Smack is the natural child and heir-at-law of Henry Buster Huggins, Jr.; that Michelle Huggins is the natural child and heir-at-law of Henry Buster Huggins, Jr.; that Derwin Huggins is the natural child and heir-at-law of Henry Buster Huggins, Jr.; that Dewayne Dixon is the natural child and heir-at-law of Henry Buster Huggins, Jr.; and that Adrienne Cottons Huggins is the natural child and heir-at-law of Henry Buster Huggins, Jr.

2. That the purpose of this action is to seek an adjudication that Henry Buster Huggins, Jr. is deceased. This



action is necessary in order to obtain the interest of Henry Buster Huggins, Jr. in a savings account being held in the Freedom National Bank of New York in the State of New York and to distribute the real property located at 1218 Gunn Avenue, Charleston, S.C. 29407.

3. That Henry Buster Huggins, Jr. was born on June 11, 1936 and his social security number is 248-48-5261.

4. That Henry Buster Huggins, Jr. has not been heard from nor seen by any member of his immediate family since November 30, 1976, and his disappearance at all times since then has been continuous and unexplained through the date of the within petition.

5. That Henry Buster Huggins, Jr. was a resident of Charleston County, South Carolina at the time of his death. He was physically in New York when he disappeared, but owned real estate in South Carolina and according to his family, intended to return to South Carolina.

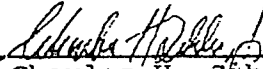
6. That the Plaintiffs are further informed and believe that a presumption of death arises from the continuous and unexplained absence of Henry Buster Huggins, Jr. without information from or concerning him for a period of five years and whose absence cannot be explained satisfactorily after diligent search and inquiry and that the presumption of death established by a proof of such continuous and unexplained absence for five years is as effective as direct proof of the fact of death in the absence of proof to the contrary and that the plaintiffs (with the exception of Buster Huggins) are heirs-at-law of Henry Buster Huggins, Jr. under the

South Carolina Statute of Descent and Distribution by virtue of being his wife and only five children.

7. The plaintiffs are further informed and believe that they are entitled to an Order of this Court directing the Department of Health and Environmental Control pursuant to Section 18 of R61-19 of the Department of Health and Environmental Control Regulations as set forth in Volume 24 et seq. of the Code of Laws of South Carolina for 1976 as amended, to issue a Certificate of Death for Henry Buster Huggins, Jr. and that this Court should also issue its Order declaring the said Henry Buster Huggins, Jr. legally dead after taking testimony received as evidence.

Dated at Charleston, SC this 26th day of July, 1993.

SINKLER & BOYD, P.A.
160 East Bay Street
Post Office Box 340
Charleston, SC 29402
(803) 722-3366

By: 
Charles H. Gibbs, Jr.

Attorneys for Plaintiffs

COUNTY OF CHARLESTON

IN THE MATTER OF THE ESTATE OF BUSTER HUGGINS

CASE NUMBER 04-1585

APPLICATION FOR PETITION FOR
(check any that apply)

INFORMAL FORMAL
☐ PROBATE OF WILL ☐ TESTACY
☒ APPOINTMENT OF PERSONAL ☐ APPOINTMENT
REPRESENTATIVE IN AN INTESTATE ESTATE

Applicant/Petitioner:

Name: Vandora M. Huggins Edwards
Address: 1617 Timothy St.
Charleston, SC 29407
Telephone: (843) 766-6058

I. ALL APPLICANTS/PETITIONERS MUST COMPLETE THIS SECTION.

1. Nature of interest of undersigned: Daughter of decedent,
his widow being indisposed.

2. Decedent Information

Name: Buster Huggins
Social Security Number: 250-07-5268
Date of Birth: 2/14/1918
Date of death: 4/14/2004
Age at date of death: 86 years
Domicile at date of death: at home

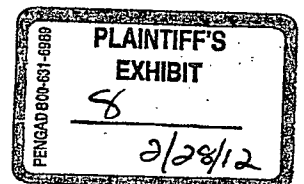
3. Venue for this proceeding is proper in this county
because:

- ☒ Decedent was domiciled in this county at date of death.
☐ Decedent was not domiciled in South Carolina, but property of Decedent was located in this county at date of death.
☐ Decedent has a right to take legal action in this county because:

FORM #300PC (1/91)

Page 1 of 7 Pages

62-3-203, 62-3-301, 62-3-303, 62-3-401, 62-3-402, 62-3-409,
62-3-414, 62-3-601, 62-3-704, 44-23-1090, 44-23-1120



- 4a. Names and addresses of devisees, including dates of birth of minors:

Not Applicable

Name	Date of Birth	Address	Relationship to Decedent
------	---------------	---------	--------------------------

(use additional sheet if necessary)

- 4b. Names and addresses of intestate heirs who are not devisees, including dates of birth of minors:

Name	Date of Birth	Address	Relationship to Decedent
------	---------------	---------	--------------------------

SEE LIST ATTACHED AS EXHIBIT "A"

5. Did decedent have any change of marital status or the birth or adoption of any children after execution of the Will (if one exists), or has any child of the decedent been born since his death, or is any birth of a child of the decedent anticipated? (This includes illegitimate children.)
[X] NO [] YES If yes, please explain on page 3.
6. To the best of your knowledge, was the decedent a patient in a South Carolina Mental Health facility during his lifetime?
[X] NO [] YES If yes, please explain on page 3.
7. Has a guardian or conservator ever been appointed for this person?
[X] NO [] YES If yes, please explain on page 3.
8. Has a personal representative of the decedent been appointed prior to this date by a Court in this state or elsewhere?
[X] NO [] YES If yes, please state details, including name and address of such Personal Representative, on page 3.
9. Have you received or are you aware of any demands for notice of any probate or appointment proceeding concerning the decedent that may have been filed in this state or elsewhere?
[X] NO [] YES If yes, please state details,

including names and addresses, on page 3.

10. Have more than ten years passed since the decedent's death?
☒ NO ☐ YES If yes, please state circumstances authorizing tardy probate on page 3.
11. The decedent died with a personal estate of about the value of \$100.00 and real estate of about the value of \$85,000.00 (A full inventory and appraisement, Form #350PC, must be filed within 90 days.) If decedent was a non-resident, please attach South Carolina Tax Commission Form ET 101. Also, decedent had an action for damages pending in the Court of Common Pleas for Charleston County.
12. After the exercise of reasonable diligence, are you aware of any unrevoked will and/or codicil(s), other than the one(s) attached hereto, relating to property in this State?
☒ NO ☐ YES If yes, please explain on page 3 and then proceed to Section II.

II. IF A WILL EXISTS, PLEASE COMPLETE THIS SECTION.

1. Regarding the decedent's will: there is/was no Will.
 - ☐ the original is attached
 - ☐ the original is in the Court's possession
 - ☐ an authenticated copy of a will probated in another jurisdiction is attached
 - ☐ an authenticated copy of a will not probated in another jurisdiction is attached
 - ☐ the will is lost, destroyed, or otherwise unavailable; however, a description of its contents is attached
2. Do you believe, to the best of your knowledge, the will described above was validly executed?
☐ YES ☐ NO If no, please explain on page 3.
3. The date of execution of the will was:
 codicil(s):
4. Are you aware of any instrument or document amending or revoking the will?

☐ NO ☐ YES If yes, please explain on page 3.

5. Have you exercised reasonable diligence to determine there is no instrument or document revoking the will?
☐ YES ☐ NO If no, please explain on page 3.
6. Do you believe the will defined in "1" above is the decedent's last will?
☐ YES ☐ NO If no, please explain on page 3.

COMPLETE EXPLANATION(S) FOR QUESTIONS IN SECTIONS I AND II HERE.
(If more space is required, use additional sheet.)

III. IF APPLYING FOR INFORMAL OR FORMAL APPOINTMENT, PLEASE COMPLETE THE FOLLOWING.

1. The name and address of the proposed Personal Representative(s) is: Ms. Vandora M. Huggins Edwards
1617 Timothy St.
Charleston, SC 29407
2. Priority for this appointment is:
☐ named as Primary Personal Representative in will or nominee of Primary Personal Representative
☐ named as Alternate Personal Representative in will or nominee of Alternate Personal Representative
☐ surviving spouse of decedent who is devisee of decedent or nominee of said spouse
☐ other devisee of decedent (describe): _____ or nominee of said devisee
☐ surviving spouse of decedent or nominee of said spouse
☐ other heir of decedent (describe): daughter _____ or nominee of said heir
☐ creditor (forty-five days after death must have passed)
☐ other (describe): _____
☐ nominee of any of the above
3. List below the names of any other persons, if any, having a prior or equal right of appointment (see priority above). Lucille Huggins, decedent's wife, is quite old, unwell, uneducated and wants her daughter, Vandora M. Huggins Edwards, to act, as do Mrs. Edwards' sister and brothers listed on Exhibit A

IV. ALL APPLICANTS/PETITIONERS MUST COMPLETE VERIFICATION.

VERIFICATION

The undersigned, being sworn, states that the facts set forth in the foregoing statement are true to the best of the undersigned's knowledge, information and belief; and hereby submits to the Court's jurisdiction in this matter.

Signature

Name: Vandora M. Huggins Edwards

SWORN to before me this
20th day of Sept, 2004

M. J. Burdick

(SEAL)

Notary Public for South Carolina
My Commission Expires: 2/14/2010

ORDER OF INFORMAL PROBATE

IT IS HEREBY ORDERED that the above application for probate for a will be ☒ GRANTED ☐ DENIED informally this 20 day of Sept, 2004.

IRVIN G. CONDON, Probate Court Judge

ORDER FOR HEARING ON FORMAL PETITION

IT IS HEREBY ORDERED that a hearing on this matter be set for:

DATE:

TIME:

PLACE:

Pursuant to Section 62-1-401, the petitioner is ordered to

give notice of this hearing to all interested persons at least twenty (20) days prior to the hearing.

Executed this _____ day of _____, 2004.

IRVIN G. CONDON, Probate Court Judge

ORDER OF FORMAL TESTACY

On hearing of the above petition, this Court finds that the person is deceased, venue is proper, and the proceeding was commenced within appropriate time limits.

The Court further finds that

☐ the decedent died intestate. The heirs are:

☐ the decedent died testate. IT IS THEREBY ORDERED that the Last Will and Testament of the above-named decedent, dated _____, be admitted formally to probate.

Executed this _____ day of _____, 2004.

IRVIN G. CONDON, Probate Court Judge

☐ SEE ATTACHED ORDER

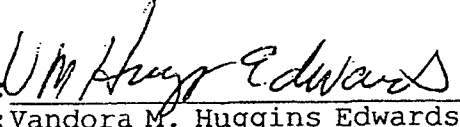
ORDER OF APPOINTMENT

IT IS HEREBY ORDERED that the above application/petition for appointment be granted upon the filing of a bond as appropriate, qualification and acceptance.

Executed this 15 day of November, 2004.

QUALIFICATION AND STATEMENT OF ACCEPTANCE

I accept this appointment and agree to perform the duties and discharge the trust of the office of Personal Representative of this estate.

Signature: 

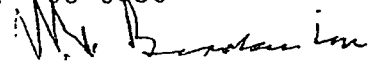
Name: Vandora M. Huggins Edwards

Address: 1617 Timothy St.

Charleston, SC 29407

Telephone (O): 792-0672

(H): 766-6058


Attorney: W. H. Brockinton

Brockinton & Brockinton

Address: P.O. Box 663

Charleston, SC 29402

Telephone (O): 722-8845

(H):

EXHIBIT A

Lucille Huggins	adult	1218 Gunn Ave. Charleston, SC 29407	Wife
Vandora M. Huggins-Edwards	adult	1617 Timothy St. Charleston, SC 29407	Daughter
Sylvia Lawrence	adult	1218 Gunn Ave. Charleston, SC 29407	Daughter
Glenn Huggins	adult	1218 Gunn Ave. Charleston, SC 29407	Son
Michael Huggins	adult	1218 Gunn Ave. Charleston, SC 29407	Son
Donnell Huggins	adult	1218 Gunn Ave. Charleston, SC 29407	Son
Samuel Huggins	adult	1617 Timothy St. Charleston, SC 29407	Son

STATE OF SOUTH CAROLINA.

I, LUCILLE HUGGINS, a resident of Charleston, South Carolina, being of sound and disposing mind and memory, do make, publish and declare this instrument in writing as and for my Last Will and Testament, hereby revoking any other Will and Codicil thereto by me at any time heretofore made.

ARTICLE I

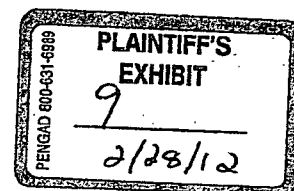
I direct that all of my legally enforceable debts, secured and unsecured, be paid as soon after my death as is practicable; however, I direct that my personal representatives may cause any debt to be carried, renewed and refinanced from time to time upon such terms and with such security for its repayment as my personal representatives may deem advisable, taking into consideration the best interest of the beneficiaries hereunder.

ARTICLE II

I give, devise and bequeath all of the rest, residue and remainder of my estate, whether real, personal or mixed, of whatsoever kind and wheresoever situate, which I now own or hereafter become entitled to or in respect to which I have any power of disposition unto my seven children and to my grandchild and ward, Christopher Huggins, in equal shares, said children being Samuel Huggins, of Hopkins, SC; Glenn Huggins, of New York, NY; Donnell Huggins, of Charleston County, SC; Vandora M. Huggins-Edwards, of Charleston County, SC; Ira Huggins, of Charleston County, SC; Michael Huggins, of Charleston County, SC; and Sylvia A. Lawrence, of Charleston County, SC, share and share alike, the child or children of any child of mine that may pre-decease me to take his, her or their parent's share per stirpes.

ARTICLE III

My late husband, Buster Huggins, and I having had the care, custody and control of our grandson, Christopher Huggins, now seventeen (17) years of age, for the greater part of his life, Christopher being infirm, both mentally and physically, and our only two daughters, since the death of my said husband, having



continue to so do. Accordingly, I do hereby nominate, constitute and appoint said two daughters, Sylvia A. Lawrence and Vandora M. Huggins-Edwards, both of Charleston County, South Carolina, as Testamentary Guardians of the person and property of such grandchild and ward, Christopher Huggins, and to the extent allowed by law, I direct that such Guardians shall serve without bond.

ARTICLE IV

I nominate, constitute and appoint my daughters, Vandora M. Huggins-Edwards and Sylvia A. Lawrence, of Charleston County, SC, as personal representatives of this my Last Will and Testament, giving unto them full power and authority to sell, lease, encumber or otherwise dispose of any and all of my said estate, real, personal or mixed, of every kind, nature and description and wheresoever situate, at private or public sale, as they may deem proper and in their discretion, with full power to make, execute and deliver any and all necessary or incidental conveyances or other instruments in writing to carry the same into effect; and I direct that no bond shall be required of them or either of them, or of any successor personal representative.

ARTICLE V

I direct my Personal Representatives and my heirs and devisees as herein named to abide by any memorandum left by me with respect to the disposition of any of my said personal and household effects which may be in existence at the time of my death.

I, LUCILLE HUGGINS, Testatrix, sign my name to this instrument this ^{December} ~~November~~ 20th day of ~~November~~, 2004, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am over eighteen years of age, of sound mind, and under no constraint or undue influence.

Lucille Huggins (SEAL)
LUCILLE HUGGINS

we, the below subscribed witnesses, sign our names to this instrument, and at least one of us, being first duly sworn, do hereby declare, generally and to the undersigned authority, that the Testatrix signed and executed this instrument as her Last Will and Testament; and that she signed it willingly, (or willingly directed another to sign for her); and that each of us, in the presence and hearing of the Testatrix, hereby sign this Will as witness to the Testatrix's signing; and that to the best of our knowledge the Testatrix is over eighteen years of age, of sound mind, and under no constraint or undue influence.

W. H. Beckwith

Witness

Jane M. Baker

Witness

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

Subscribed, sworn to, and acknowledged before me by LUCILLE HUGGINS, the Testatrix, and subscribed and sworn to before me by W. H. Beckwith the below subscribed witness, this 30th day of December, 2004

W. H. Beckwith

(witness)

Jane M. Baker

(SEAL)

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 11/10/2013

COUNTY OF

IN THE MATTER OF

CASE NUMBER

APPLICATION FOR

(check any that apply)

INFORMAL

PROBATE OF WILL

APPOINTMENT

PETITION FOR

FORMAL

☐ TESTACY☐ APPOINTMENT07 JAN 19 PM 3:13
PROBATE COURT
CHARLESTON COUNTY

FILED

Applicant/Petitioner:

Address:

Telephone:

ALL APPLICANTS/PETITIONERS MUST COMPLETE THIS SECTION.

1. Give your relationship to the decedent, if any, and your interest in this proceeding.

2. Decedent Information

Name:

Social Security Number:

Date of Birth:

Date of Death:

Age at date of death:

Domicile at date of death:

(county)

(state)

3. Venue for this proceeding is proper in this county because:

☐

Decedent was domiciled in this county at date of death.

☐

Decedent was not domiciled in South Carolina, but property of Decedent was located in this county at date of death.

☐

Decedent has a right to take legal action in this county because:

- 4.a. Names and addresses of devisees in the will including dates of birth of minors. If there are no minors, so state.

Name	Date of Birth	Address	Relationship to Decedent
Glenn Huggins	(adult)	Watertown (NY)	son
Samuel Huggins	(adult)	Charleston (SC)	son
Vandora Huggins	(adult)	Charleston (SC)	daughter
Fra Huggins	(adult)	Charleston (SC)	son

(use additional sheet if necessary)

TESTACY
APPOINTMENT
COMMISSIONER OF PROBATE COURT
CHARLESTON COUNTY, SOUTH CAROLINA

Page 1 of 5

Name

Date of Birth

Address

Relationship
to Decedent

Name	Date of Birth	Address	Relationship to Decedent
<u>non</u>			

(use additional sheet if necessary)

5. Did decedent have any change of marital status or the birth or adoption of any children after execution of this will, if one exists, or has any child of the decedent been born since his death, or is any birth of a child of the decedent anticipated? (This includes illegitimate children.)
☒ NO ☐ YES If yes, please explain, on page 3.
6. To the best of your knowledge, was the decedent a patient in a South Carolina Mental Health facility during his/her lifetime?
☒ NO ☐ YES If yes, please explain, on page 3.
7. Has a guardian or conservator ever been appointed for this person?
☒ NO ☒ YES If yes, please explain on page 3.
8. Has a personal representative of the decedent been appointed prior to this date by a Court in this state or elsewhere?
☒ NO ☐ YES If yes, please state details, including name and address of such Personal Representative on page 3.
9. Have you received or are you aware of any demands for notice of any probate or appointment proceeding concerning the decedent that may have been filed in this state or elsewhere?
☒ NO ☐ YES If yes, please state details, including names and addresses of such Personal Representative, on page 3.
10. Have more than ten years passed since the decedent's death?
☒ NO ☐ YES If yes, please state circumstances authorizing tardy probate on page 3.
11. The decedent died with a personal estate of about the value of \$10,000.00 and real estate of about the value of \$100,000.00 (A full inventory and appraisal, Form #350PC, must be filed within 90 days.) If decedent was non-resident, please attach South Carolina Commission form ET 101.
12. After the exercise of reasonable diligence, are you aware of any unrevoked will and/or codicil(s), other than the one(s) attached hereto, relating to property in this State?
☒ NO ☐ YES If yes, please explain on page 3 and then proceed to Section II.

1. Regarding the decedent's will:

- ☒ The original is attached
☒ The original is in the Court's possession
☐ An authenticated copy of a will probated in another jurisdiction is attached
☐ An authenticated copy of a will not probated in another jurisdiction is attached
☐ The will is lost, destroyed, or otherwise unavailable, however, a description of its contents is attached

2. Do you believe, to the best of your knowledge, the will described above was validly executed?

☒ Yes ☐ NO If no, please explain on page 3.

3. The date of execution of the will was: _____
codicil(s): _____

4. Are you aware of any instrument or document amending or revoking the will?

☒ NO ☐ YES If yes, please explain on page 3.

5. Have you exercised reasonable diligence to determine there is no instrument or document revoking the will?

☒ YES ☐ NO If no, please explain on page 3.

6. Do you believe the will defined in "1" above is the decedent's last will?

☒ YES ☐ NO If no, please explain on page 3.

COMPLETE EXPLANATION (S) FOR QUESTIONS IN SECTIONS I and II HERE.
(If more space is required, use additional sheet.)

Donnell Huggins (Adult) (Chas. S.C. Son)
Michelle Huggins (Adult) (Chas. S.C. Son)
Sylviaette Ann Lawrence 9/23/64 daughter
(Chas. S.C.)

1. The name(s) and address(es) of the proposed Personal Representative(s) is/are:

Sylviaette Ann Lawrence

1218 1/2 Gunn Ave
Charleston SC 29407

2. Priority for this appointment is:

- ☒ named as Primary Personal Representative in will or nominee of Primary Personal Representative
☐ named as Alternate Personal Representative in will or nominee of Alternate Personal Representative
☐ named as nominee of Primary and/or Alternate Personal Representative
☐ other devisee of decedent, or nominee (describe): _____ or
nominee of said devisee
☐ surviving spouse of decedent, or nominee of said spouse
☐ other heir of decedent (describe): _____
☐ creditor (Forty-five days after death must have passed), or nominee of creditor
☐ other (describe): _____
☐ nominee of any of the above

3. List below the names of any other persons, if any, having a prior or equal right of appointment (see priority above).

N/A

IV. ALL APPLICANTS/PETITIONERS MUST COMPLETE VERIFICATION.

VERIFICATION

The undersigned, being sworn, states that the facts set forth in the foregoing statement are true to the best of the undersigned's knowledge, information and belief, and hereby submits to the Court's jurisdiction in this matter.

SWORN before me this

19th day of
20

Signature:

Name:

Address:

E-mail:

Telephone (O):

(H):

Sylviaette Ann Lawrence
1218 1/2 Gunn Ave
Charleston, SC 29407
SAL5066@msn.com
(843) 324-9749
(843) 573-2289

Notary Public for South Carolina

My Commission Expires:

1/6/2015

ORDER OF INFORMAL PROBATE

IT IS HEREBY ORDERED that the above application for probate of a will be ☐ GRANTED ☐ DENIED informally
this _____ day of _____, 20____.

Probate Court Judge

ORDER FOR HEARING ON FORMAL PETITION

IT IS HEREBY ORDERED that a hearing on this matter be set for:

DATE: _____
TIME: _____
PLACE: _____

Pursuant to Section 62-1-401, the petitioner is ordered to give notice of this hearing to all interested persons at least twenty (20) days prior to the hearing.

Executed this _____ day of _____, 20____

_____, Probate Court Judge

ORDER OF FORMAL TESTACY

On hearing of the above petition, this Court finds that the person is deceased, venue is proper, and the proceeding was commenced within appropriate time limits.

The Court further finds that

☐ the decedent died intestate. The heirs are:

☐ the decedent died testate. IT IS HEREBY ORDERED that the Last Will and Testament of the above-named decedent, dated, _____, be admitted formally to probate.

Executed this _____ day of _____, 20____

_____, Probate Court Judge

SEE ATTACHED ORDER

ORDER OF APPOINTMENT

IT IS HEREBY ORDERED that the above application/petition for appointment be granted upon the filing of a bond as appropriate, qualification and acceptance.

Executed this _____ day of _____, 20____

_____, Probate Court Judge

QUALIFICATION AND STATEMENT OF ACCEPTANCE

I accept this appointment and agree to perform the duties and discharge the trust of the office of Personal Representative of this estate.

Signature: Sylviaette Ann Lawrence
Name: Sylviaette Ann Lawrence
Address: 1218 Gunn Ave
Charleston, S.C. 29407
E-mail: SA15066@msn.com
Telephone (O): (843) 324-9777
(H): (843) 573-2289

Signature: _____
Name: _____
Address: _____
E-mail: _____
Telephone (O): _____
(H): _____

Attorney: _____
Address: _____
E-mail: _____
Telephone (O): _____

BUSTER HUGGINS, MINNIE HUGGINS,
SHARON H. SMACK, MICHELLE HUGGINS,
DERWIN HUGGINS, DEWAYNE DIXON, and
ADRIANNE COTTON HUGGINS, Heirs-at-
Law of HENRY BUSTER HUGGINS, JR.,

Plaintiffs,

ORDER

HENRY BUSTER HUGGINS, JR. and JOHN
DOE and MARY DOE, Fictitious Names
Used to Designate Unknown Infants,
Incompetents or Persons Under Any
Legal Disability of HENRY BUSTER
HUGGINS, JR.,

Defendants.

THIS MATTER was heard before me on November 3, 1994, in the Probate Court for Charleston County. The Plaintiffs were represented by Bachman S. Smith, III, Esquire of Sinkler & Boyd, P.A. G. Simms McDowell, III, Esquire appeared as Guardian ad Litem for the unknown Defendants. Also appearing was Irv G. Condon, Esquire of Rosen, Rosen & Hagood, on behalf of Sharon H. Smack, Mr. Condon having been retained through the South Carolina Pro Bono Program.

This is an action to declare Henry Buster Huggins, Jr. dead since he has not been heard from nor seen by any member of his immediate family since November 30, 1976.

IT APPEARS that this Court has jurisdiction of the matter, that all parties are properly before the Court, and that based on the testimony of the witnesses and the evidence presented, the relief sought in the Petition should be granted. THEREFORE, IT IS

PLAINTIFF'S
EXHIBIT11
2/28/12

ORDERED that Henry Buster Huggins, Jr. be and is hereby adjudicated to be deceased, and that the Date of Death is hereby established as being December 1, 1981; and it is further

ORDERED that the Department of Health and Environmental Control shall, pursuant to its regulations, issue a Certificate of Death for Henry Buster Huggins, Jr.; and it is further

ORDERED that upon the issuance of a Certificate of Death by the Department of Health and Environmental Control, this Court shall entertain and consider any Petition for the Administration of the Estate of Henry Buster Huggins, Jr. by anyone allowed by law to file said Petition.

AND IT IS SO ORDERED.

Charleston, SC

November 3, 1994

R. H. W. Campbell
PROBATE JUDGE, CHARLESTON COUNTY
cmc

CERTIFICATE OF DEATH

155-01-034061

NEW YORK CITY
DEPARTMENT OF HEALTH

Certificate No.

1. NAME OF DECEASED **MICHELLE Y. HUGGINS**
(Type or Print) (First Name) (Middle Name) (Last Name)

2001 AUG 28
DATE FILED

MEDICAL CERTIFICATE OF DEATH (To be filled in by the O.C.M.E.)

2. PLACE OF DEATH NEW YORK CITY 2a. BOROUGH Manhattan		2b. Name of hospital or other facility if not facility, street address ALLEN PAVILLION HOSPITAL		2c. If in Hospital or Other Facility 1 ☐ DOA 3 ☐ Outpatient 2 ☒ Emerg. 4 ☐ Inpatient		2d. If inpatient, date of current admission Month Day Year	
3. DATE AND HOUR OF DEATH OR FOUND DEAD August 24, 2001 03:16		3a. (Month) (Day) (Year)		3b. HOUR (AM) (PM)		4. SEX FEMALE	
5. APPROXIMATE AGE 42 YEARS		INTERVAL BETWEEN ONSET AND DEATH					
6. DEATH WAS CAUSED BY: Enter only one cause per line							
a. Immediate cause: PENDING FURTHER STUDIES							
b. Due to or as a consequence of							
c. Due to or as a consequence of							
d. Other significant conditions contributing to death but not resulting in the underlying cause given in part 1							
7a. INJURY: DATE (Month) (Day) (Year) UNKNOWN		7b. TIME ☐ AM ☐ PM		7c. AT WORK 1 ☐ YES 2 ☐ NO		7d. PLACE OF INJURY - At home, farm, street, etc.	
7e. LOCATION							
7f. HOW INJURY OCCURRED							
8. Manner of Death ☐ Pending Further Study ☐ Natural ☐ Accident ☐ Homicide ☐ Suicide ☐ Undetermined PENDING FURTHER STUDY				9. Autopsy ☐ Yes ☐ No Autopsy Pursuant to Law ☐ No Autopsy		10. On the basis of examination and/or investigation in my opinion, death occurred due to the causes and manner stated. CERTIFIER SIGNATURE: <i>Barbara Sampson</i> M.D. DATE: August 25, 2001	
11. M.E. Case No. 101-1462		12. Date Pronounced Dead (Month) (Day) (Year) August 24, 2001		12b. TIME ☐ AM ☐ PM		CERTIFIER NAME (Print) BARBARA SAMPSON, M.D. (Medical Investigator, Medical Examiner, or Coroner) (Medical Examiner)	

PERSONAL PARTICULARS (To be filled in by Funeral Director, or in case of City Burial, by O.C.M.E.)

13. Usual Residence a. State New York		13b. County Bronx		13c. City, Town, or Location Bronx		13d. Street & House No. 2663 Heath Avenue 10463		13e. Apt. No. #17D		13f. Inside City Limits of 7c ☒ Yes ☐ No	
14. Served in U.S. Armed Forces No ☒ Yes ☐ Specify years From To				15. Marital Status (Check One) ☒ Never Married ☐ Widowed ☐ Married or separated ☐ Divorced				16. Name of Surviving Spouse (If wife, give maiden name)			
17. Date of birth (Month) (Day) (Year) February 16, 1959				18. Age at last birthday 42 Years		19. Social Security No. 250-23-6089		20. Kind of business or industry			
20a. Usual Occupation (Kind of work done during most of working lifetime. Do not enter retired) School Aide											
21. Birthplace (City & State or Foreign Country) New York City				22. Education (Specify only highest grade completed) Elementary/Secondary (0-12) 12th Grade				23. Other name(s) by which decedent was known			
24. NAME OF FATHER OF DECEDENT Henry Huggins						25. MAIDEN NAME OR MOTHER OF DECEDENT Minnie Wright					
26a. NAME OF INFORMANT Sharon R. Smack				26b. RELATIONSHIP TO DECEASED Sister				26c. ADDRESS (City) (State) (ZIP) 1957 Boeing Ave Charleston SC			
27a. NAME OF CEMETERY OR CREMATORY Rosehill Cemetery				27b. LOCATION (City, Town, State and Country) Linden, NJ				27c. DATE OF BURIAL OR CREATION August 30, 2001			
28a. FUNERAL ESTABLISHMENT Unity Funeral Chapels, Inc.						28b. ADDRESS 2352 8th Avenue NYC 10027					

VS 16 (1/94)

VITAL RECORDS

DEPARTMENT OF HEALTH

THE CITY OF NEW YORK

This is to certify that the foregoing is a true copy of a record on file in the Department of Health. The Department of Health does not certify to the truth of the statements made thereon, as no inquiry as to the facts has been provided by law.

Steven P. Schwartz
Steven P. Schwartz, Ph.D., City Registrar

Do not accept this transcript unless it bears the security features listed on back. Reproduction or alteration of this transcript is prohibited by §3.21 of the New York City Health Code if the purpose is the evasion or violation of any provision of the Health Code or any other law.

DATE ISSUED
AUG 28, 2001

DOCUMENT No. F302992

PLAINTIFF'S
EXHIBIT
13
2/28/12



CERTIFICATION OF VITAL RECORD

**PLAINTIFF'S
EXHIBIT**
14
2/28/12

STATE OF SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL				94 018137	
STATE BIRTH NUMBER <u>39-46-45682</u>				STATE FILE NUMBER	
DECEDENT'S NAME <u>Henry Ricky</u>		Last <u>Huggins</u>		SEX <u>M</u>	DATE OF DEATH (Month, Day, Year) <u>7/26/94</u>
SOCIAL SECURITY NUMBER <u>247-10-5268</u>	AGE - Last Birthday (Years) <u>47</u>	UNDER 1 YEAR Months <u> </u> Days <u> </u> Hours <u> </u> Minutes <u> </u>	DATE OF BIRTH (Mo, Day, Year) <u>12-11-46</u>	BIRTHPLACE (City, and State or Foreign Country) <u>Charleston, SC</u>	
WAS DECEDENT EVER IN U.S. ARMED FORCES? (Yes or No) <u>NO</u>		HOSPITAL ☒ Inpatient ☐ ER/Outpatient ☐ NOA		OTHER ☐ Nursing Home ☐ Residence ☐ Other (Specify)	
FACILITY NAME (If not institution, give street and number) <u>Charleston Memorial Hospital</u>		CITY, TOWN, OR LOCATION OF DEATH <u>Charleston</u>		COUNTY OF DEATH <u>Charleston</u>	
MARITAL STATUS (Married, Never Married, Widowed, Divorced) (Specify) <u>Married</u>	SURVIVING SPOUSE (If wife, give maiden name) <u>Lelia Walker</u>	DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired) <u>Electrician</u>		KIND OF BUSINESS/INDUSTRY <u>Self employed</u>	
RESIDENCE - STATE <u>SC</u>	CITY <u>Charleston</u>	CITY, TOWN, OR LOCATION <u>Charleston</u>	STREET AND NUMBER <u>1218 Gunn Street</u>	INSIDE CITY LIMITS (Yes or No) <u>NO</u>	
ZIP CODE <u>29407</u>	Was Decedent of Hispanic Origin? (Specify Yes or No - If Yes, specify Cuban, Mexican, Puerto Rican, etc.) <u>NO</u>		RACE - American Indian, Black, White, etc. (Specify) <u>Black</u>	DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (0-12) <u>11</u> College (13-16 or 17) <u> </u>	
FATHER'S NAME First Middle Last <u>Buster Huggins</u>	MOTHER'S NAME First Middle Maiden Surname <u>Lucille Simmons</u>	MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code) <u>1218 Gunn Street Charleston, SC 29407</u>			
METHOD OF DISPOSITION ☒ Burial ☐ Cremation ☐ Removal from State		PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) <u>Sunset Memorial Gardens</u>		LOCATION - (City or Town, State) <u>N. Charleston, SC</u>	
FUNERAL DIRECTOR OR PERSON ACTING AS SUCH (Signature) <u>Dorothy's Home For Funerals</u>		FUNERAL DIR. LICENSE NO. <u>1575</u>	NAME AND ADDRESS OF FACILITY <u>78 Cannon Street Charleston, SC 29403</u>		
EMBALMER (Signature) <u>Mike Miller</u>		EMBALMER LICENSE NO. <u> </u>	LICENSE NUMBER <u>68</u>		
Complete items 23a-c only when certifying physician is not a valid cause of death to certify cause of death.		To the best of my knowledge, death occurred at the time, date, and place stated.		DATE SIGNED (Month, Day, Year) <u>7/26/94</u>	
TIME OF DEATH <u>11:05 PM</u>		DATE PROHIBITED DEAD (Month, Day, Year) <u>7/26/94</u>		WAS CASE REFERRED TO LEGAL EXAMINER? (Yes or No) <u>NO</u>	
27. PART I. Enter the disease, injury, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause. If more than one, list all on each line.					
IMMEDIATE CAUSE (Final result of disease or condition resulting in death) <u>Cerebral ischemia which led to</u>					
DUE TO (OR AS A CONSEQUENCE OF) <u>respiratory failure</u>					
Sequently list conditions, if any, leading to immediate cause. Enter UNOCCURRED CAUSE (disease or injury that initiated events resulting in death) LAST					
PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I					
28. MANNER OF DEATH ☐ Natural ☐ Pending investigation ☐ Accidental ☐ Suicide ☐ Homicide		DATE OF INJURY (Month, Day, Year) <u> </u>	TIME OF INJURY <u> </u>	INJURY AT WORK? (Yes or No) <u>NO</u>	DESCRIBE HOW INJURY OCCURRED <u> </u>
CERTIFIER (Check only one) ☒ CERTIFYING PHYSICIAN (Physician certifying cause of death) ☐ MEDICAL EXAMINER ☐ CERTIFIER		PLACE OF INJURY - (Home, Farm, Street, Factory, Office, etc.) (Specify) <u> </u>		LOCATION (Street and Number or Rural Route Number, City or Town, State) <u> </u>	
SIGNATURE AND TITLE OF CERTIFIER. To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner as stated. <u>Dr. Bill Schmidt</u>		LICENSE NUMBER <u>LL2228</u>		DATE SIGNED (Month, Day, Year) <u>7/26/94</u>	
NAME AND ADDRESS OF PERSON WHO SIGNED IN 31a (Type/Print) <u>Dr. Bill Schmidt Charleston, SC</u>		OCCUPANT'S SIGNATURE <u>Guang Zhao</u>			

ISSUED AUG 18 2001

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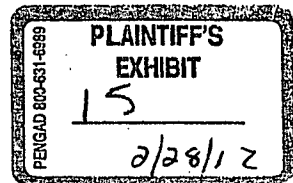
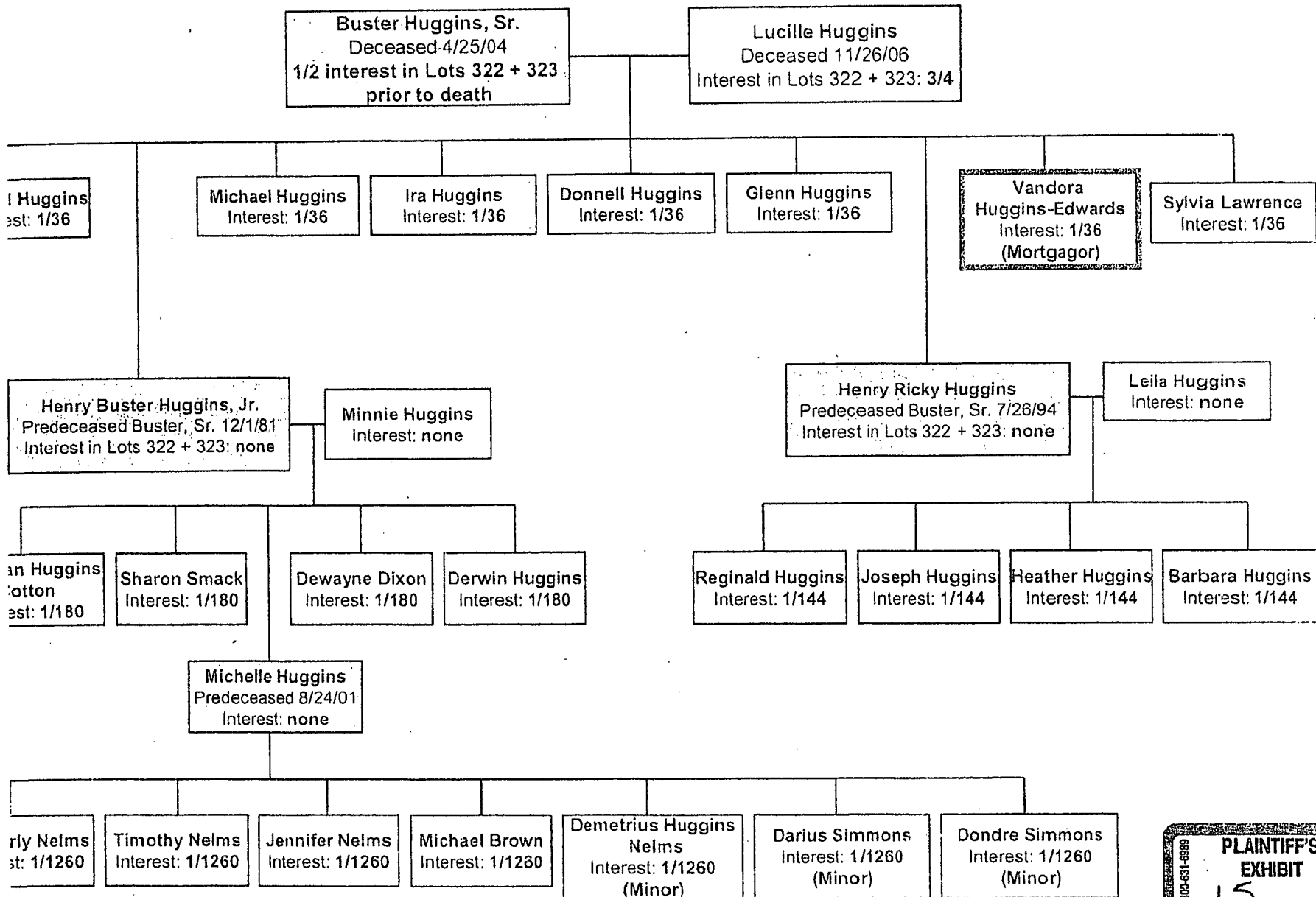
This is a true certification of the facts on file in the Division of Vital Records, SC Department of Health and Environmental Control.

C. Earl Hunter
C. Earl Hunter

Guang Zhao
Guang Zhao



Diagram of Fractional Ownership Interests in Lots 322 and 323 Upon the Death of Buster Huggins, Sr.



April 6, 2005
[Date]

Orange
[City]

CA
[State]

1218 Gunn Ave, Charleston, SC 29407
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 120,800.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Ameriquest Mortgage Company.

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.800 %. This interest rate I will pay may change in accordance with Section 4 of this Note. The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on June 1, 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on May 1, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the maturity date.

I will make my payments at: 505 City Parkway West, Suite 100, Orange, CA 92868

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 954.66. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of May, 2007, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

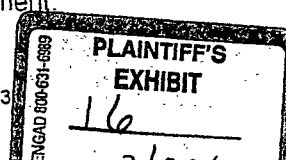
(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the date 45 days before the Change Date is called the "Current Index."

If at any point in time the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding six and one-quarter percentage point(s) (6.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percent (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.



Mike LK

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. PREPAYMENT PRIVILEGE

I may repay all or any part of the principal balance of this Note in accordance with the terms of this Section without incurring a prepayment charge. A "prepayment" is any amount that I pay in excess of my regularly scheduled payments of principal and interest that the Lender will apply to reduce the outstanding principal balance on this Note in accordance with this Section.

(A) Application of Funds

I agree that when I indicate in writing that I am making a prepayment, the Lender shall apply funds it receives in accordance with the order of application of payments set forth in Section 2 of the Security Instrument.

(B) Monthly Payments

If I make a prepayment of an amount less than the amount needed to completely repay all amounts due under this Note and Security Instrument, my regularly scheduled payments of principal and interest will not change as a result.

6. LOAN CHARGES

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

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payment

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

(B) Default

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

(C) Notice of Default

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

(D) No Waiver by Note Holder

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

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

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

8. GIVING OF NOTICES

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

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



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(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. PREPAYMENT PRIVILEGE

I may repay all or any part of the principal balance of this Note in accordance with the terms of this Section without incurring a prepayment charge. A "prepayment" is any amount that I pay in excess of my regularly scheduled payments of principal and interest that the Lender will apply to reduce the outstanding principal balance on this Note in accordance with this Section.

(A) Application of Funds

I agree that when I indicate in writing that I am making a prepayment, the Lender shall apply funds it receives in accordance with the order of application of payments set forth in Section 2 of the Security Instrument.

(B) Monthly Payments

If I make a prepayment of an amount less than the amount needed to completely repay all amounts due under this Note and Security Instrument, my regularly scheduled payments of principal and interest will not change as a

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7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payment

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

(B) Default

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

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



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Initials: CB

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. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

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

11. UNIFORM SECURED NOTE

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

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without the Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

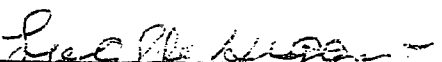
To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition of Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

Oral agreements, promises or commitments to lend money, extend credit, or forbear from enforcing repayment of a debt, including promises to extend, modify, renew or waive such debt, are not enforceable. This written agreement contains all the terms the Borrower(s) and the Lender have agreed to. Any subsequent agreement between us regarding this Note or the instrument which secures this Note, must be in a signed writing to be legally enforceable.

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

 (Seal)
Borrower Vandora M. Huggins-Edwards

 (Seal)
Borrower Lucille Huggins

Ferrara Law Firm, PLLC
100 South Main Street, Suite M
Summerville, SC 29483

Prepared By: Ameriquest Mortgage Company

Linda Hall
One Poston Road, Suite
140, Charleston, SC 29407

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MORTGAGE

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated April 6, 2005 together with all Riders to this document.

(B) "Borrower" is Vandora M. Huggins-Edwards

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is Ameriquest Mortgage Company

Lender is a Corporation
organized and existing under the laws of Delaware

SOUTH CAROLINA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3041 1/01

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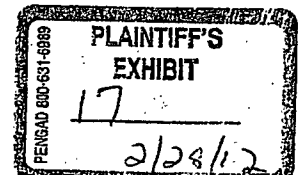
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Initials: 

VMP Mortgage Solutions (800)521-7291



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SA R 534PG331

Lender's address is 1100 Town and Country Road, Suite 200 Orange, CA 92868

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated April 6, 2005

The Note states that Borrower owes Lender one hundred twenty thousand eight hundred and 00/100

Dollars

(U.S. \$ 120,800.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 1, 2035

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

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

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

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

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

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

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

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

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

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

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

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a

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"federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

Legal Description Attached Hereto and Made a Part Hereof.

Parcel ID Number: 418-05-00-279

1218 Gunn Ave

Charleston

which currently has the address of

[Street]

[City], South Carolina 29407

[Zip Code]

("Property Address"):

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

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

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

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

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Initials: 

Form 3041 1/01

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BR R 534PC333

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

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

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

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

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

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

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

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

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

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

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

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

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

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Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

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

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

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

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

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although

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Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

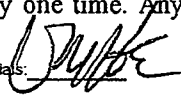
13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this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

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

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

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender

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shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

Initials



4 R 53476341

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

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

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

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

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

[Signature]
Initials



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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

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

24. Homestead Waiver. Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.

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

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

Initials: 





BR R 534PG344

STATE OF SOUTH CAROLINA,

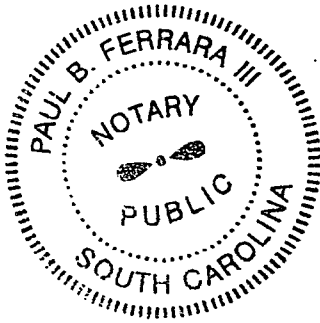
County ss: Charleston

Personally appeared before me [Signature] and made oath that he/she saw the within named Borrower sign, seal, and as his/her/their free act and deed, delivered the within written Mortgage; and that he/she with [Signature] witnessed the execution thereof.

[Signature]
Witness Name

Sworn to before me this 15 Day of April 2005
Month/Year

My Commission Expires: August 2008



[Signature]
Notary Public for South Carolina



000001147111200301521615

LEGAL DESCRIPTION

All those two (2) lots of land, together with the buildings thereon, situate, lying and being on the public road or street known formerly as Seventh Avenue, but now known as Gunn Avenue, in the portion of Hillsboro called Maryville, in St. Andrews Parish, in the County of Charleston, State of South Carolina, and known and designated as Lots Nos. 322 and 323 on a plat of part of Hillsboro called Maryville, which plat is recorded in Plat Book "F", at Page 188 of Charleston County. Reference is hereby craved to said plat for a more complete and accurate metes and bounds description.

This being the same property conveyed to Vandora M. Huggins-Edwards by deed of Lucille Huggins, dated November 15, 2004 and recorded December 2, 2004 in Book Y517 at Page 835 in the Office of the Register fo Deeds for Charleston County, South Carolina.

TMS # 418-05-00-279

Property Address: 1218 Gunn Street, Charleston, South Carolina 29407

BK R 534PE346

ADJUSTABLE RATE RIDER
(LIBOR Six-Month-Index (As Published in the Wall Street Journal)- Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 6th day of April, 2005 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Ameriquest Mortgage Company (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1218 Gunn Ave, Charleston, SC 29407

[Property Address]

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE
INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE
AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE
TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.**

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of **8.800 %**. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of May, 2007, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in the Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

Initials

Loan Number: 0114711120 - 7369



EX R 536PG347

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **six and one-quarter** percentage points (**6.250 %**) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **10.800%** or less than **8.800%**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **One (1.000 %)** from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than **14.800%** or less than **8.800%**.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument is amended to read as follows:

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

Initials UM/E

Loan Number: 0114711120 - 7369



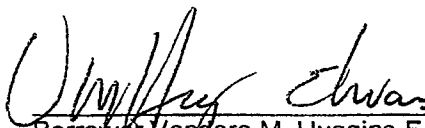
0000044474440002024EN202

M R 534PG348

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing. If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

 (Seal) _____ (Seal)
Borrower Vandora M. Huggins-Edwards

Borrower (Seal) _____ (Seal)
Borrower

Loan Number: 0114711120 - 7369



BKC 598PG672

RECORDER'S PAGE

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



Filed By:

Rogers Townsend & Thomas, PC
220 Executive Ctr Dr Ste 109
Post Office Box 100200
Columbia SC 29202

FILED

August 21, 2006

9:26:20 AM

BKC 598PG671

Charlie Lybrand, Register
Charleston County, SC

DESCRIPTION	AMOUNT
ASSIGNMENT	\$ 6.00
Postage	

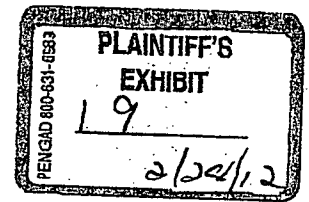
TOTAL	\$ 6.00
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DRAWER:

	C - slw
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DO NOT STAMP BELOW THIS LINE

 **AMC** P.O. Box 11000
MORTGAGE SERVICES Santa Ana, CA 92711-1000



#BWNKZZS
VANDORA M HUGGINS-EDWARDS 19959 / NMR
LUCILLE HUGGINS
1218 GUNN AVE
CHARLESTON, SC 29407-6444

September 02, 2005

|||||

NOTICE OF INTENTION TO FORECLOSE

Loan Number: 0114711120
Property Address: 1218 GUNN AVE, CHARLESTON SC, 29407

Dear Borrower,

There has been a breach in the note and deed of trust securing this loan, and it is our intention to institute foreclosure proceedings against the property identified in this notice and covered by the above loan number. The following constitutes said breach:

The payment in the amount of \$954.66, which became due 08/01/05, and the late charge in the amount of \$47.73, which became due 15 days after your due date, have not been received to date.

In order to cure this default and attempt to bring an end to these foreclosure proceedings, you must remit by 10/07/05, the total amount now due on your account which is \$2029.78. Any additional sums that may have become due after the date of this letter should also be included in your payment.

Only certified funds will be accepted (that is, a money order or cashier's check). Payments may be sent to 505 City Parkway West, Suite 100, Orange, CA 92868. *PLEASE NOTE: If the amount received is not the total amount due, your default will not be cured and foreclosure proceedings will continue.*

Failure to cure this breach on or before the date specified may result in our company declaring all the sums secured by this deed of trust immediately due and payable, without further demand. We may also invoke the power of sale and seek any other remedies including, but not limited to, reasonable attorney's fees. You have the right to pay all amounts owed, including all fees and advances, and to reinstate your loan with us after the acceleration of the due date of your loan. You also have the right to bring a court action to assert the non-existence of a default or present any other defense against the acceleration and sale.

If it is your intention to cure the breach and retain this property, we urge you to call us immediately to discuss the reason(s) for your default.

Collections Representative, AMC Mortgage Services, Inc.
(800) 430-5262

The Fair Debt Collection Practices Act requires that we notify you that if your mortgage loan was in default at the time it was acquired by AMC Mortgage Services, Inc., (AMC). AMC shall attempt to collect the debt; and any information we obtain will be used for that purpose. If you have received a discharge in bankruptcy, and the mortgage loan was not reaffirmed, AMC shall only exercise its rights against the property and shall not attempt to collect the discharged debt from you personally. If you are represented by an attorney with respect to your mortgage loan, please forward this letter to your attorney. Also, as required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit-reporting agency if you fail to fulfill the terms of your credit obligations.

Also doing business as Delaware AMC Mortgage Services, Inc., in the states of Texas, Rhode Island, and New Hampshire.

#BWNKZZS

September 02, 2005

VANDORA M HUGGINS-EDWARDS
LUCILLE HUGGINS
1218 GUNN AVE
CHARLESTON, SC 29407-6444

|||||

NOTICE OF INTENTION TO FORECLOSE

Loan Number: 0114711120
Property Address: 1218 GUNN AVE, CHARLESTON SC, 29407

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In order to cure this default and attempt to bring an end to these foreclosure proceedings, you must remit by 10/07/05, the total amount now due on your account which is \$2029.78. Any additional sums that may have become due after the date of this letter should also be included in your payment.

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Failure to cure this breach on or before the date specified may result in our company declaring all the sums secured by this deed of trust immediately due and payable, without further demand. We may also invoke the power of sale and seek any other remedies including, but not limited to, reasonable attorney's fees. You have the right to pay all amounts owed, including all fees and advances, and to reinstate your loan with us after the acceleration of the due date of your loan. You also have the right to bring a court action to assert the non-existence of a default or present any other defense against the acceleration and sale.

If it is your intention to cure the breach and retain this property, we urge you to call us immediately to discuss the reason(s) for your default.

Collections Representative, AMC Mortgage Services, Inc.
(800) 430-5262

The Fair Debt Collection Practices Act requires that we notify you that if your mortgage loan was in default at the time it was acquired by AMC Mortgage Services, Inc., (AMC), AMC shall attempt to collect the debt; and any information we obtain will be used for that purpose. If you have received a discharge in bankruptcy, and the mortgage loan was not reaffirmed, AMC shall only exercise its rights against the property and shall not attempt to collect the discharged debt from you personally. If you are represented by an attorney with respect to your mortgage loan, please forward this letter to your attorney. Also, as required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit-reporting agency if you fail to fulfill the terms of your credit obligations.

Also doing business as Delaware AMC Mortgage Services, Inc., in the states of Texas, Rhode Island, and New Hampshire.

#BWNKZZS

September 02, 2005

VANDORA M HUGGINS-EDWARDS
LUCILLE HUGGINS
1218 GUNN AVE
CHARLESTON, SC 29407-6444

|||||

NOTICE OF INTENTION TO FORECLOSE

Loan Number: 0114711120
Property Address: 1218 GUNN AVE, CHARLESTON SC, 29407

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In order to cure this default and attempt to bring an end to these foreclosure proceedings, you must remit by 10/07/05, the total amount now due on your account which is \$2029.78. Any additional sums that may have become due after the date of this letter should also be included in your payment.

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Failure to cure this breach on or before the date specified may result in our company declaring all the sums secured by this deed of trust immediately due and payable, without further demand. We may also invoke the power of sale and seek any other remedies including, but not limited to, reasonable attorney's fees. You have the right to pay all amounts owed, including all fees and advances, and to reinstate your loan with us after the acceleration of the due date of your loan. You also have the right to bring a court action to assert the non-existence of a default or present any other defense against the acceleration and sale.

If it is your intention to cure the breach and retain this property, we urge you to call us immediately to discuss the reason(s) for your default.

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Also doing business as Delaware AMC Mortgage Services, Inc., in the states of Texas, Rhode Island, and New Hampshire.

#BWNKZZS

September 02, 2005

VANDORA M HUGGINS-EDWARDS
LUCILLE HUGGINS
1218 GUNN AVE
CHARLESTON, SC 29407-6444

|||||

NOTICE OF INTENTION TO FORECLOSE

Loan Number: 0114711120
Property Address: 1218 GUNN AVE, CHARLESTON SC, 29407

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In order to cure this default and attempt to bring an end to these foreclosure proceedings, you must remit by 10/07/05, the total amount now due on your account which is \$2029.78. Any additional sums that may have become due after the date of this letter should also be included in your payment.

Only certified funds will be accepted (that is, a money order or cashier's check). Payments may be sent to 505 City Parkway West, Suite 100, Orange, CA 92868. *PLEASE NOTE: If the amount received is not the total amount due, your default will not be cured and foreclosure proceedings will continue.*

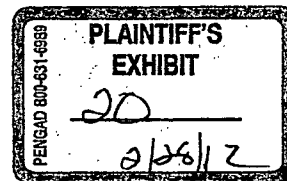
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If it is your intention to cure the breach and retain this property, we urge you to call us immediately to discuss the reason(s) for your default.

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Also doing business as Delaware AMC Mortgage Services, Inc., in the states of Texas, Rhode Island, and New Hampshire.



#BWNKZZS
VANDORA M HUGGINS-EDWARDS 22910 1 HMR
LUCILLE HUGGINS
1218 GUNN AVE
CHARLESTON, SC 29407-6444

October 04, 2005

|||||

NOTICE OF INTENTION TO FORECLOSE

Loan Number: 0114711120
Property Address: 1218 GUNN AVE, CHARLESTON SC, 29407

Dear Borrower,

There has been a breach in the note and deed of trust securing this loan, and it is our intention to institute foreclosure proceedings against the property identified in this notice and covered by the above loan number. The following constitutes said breach:

The payment in the amount of \$954.66, which became due 09/01/05, and the late charge in the amount of \$47.73, which became due 15 days after your due date, have not been received to date.

In order to cure this default and attempt to bring an end to these foreclosure proceedings, you must remit by 11/08/05, the total amount now due on your account which is \$2029.78. Any additional sums that may have become due after the date of this letter should also be included in your payment.

Only certified funds will be accepted (that is, a money order or cashier's check). Payments may be sent to 505 City Parkway West, Suite 100, Orange, CA 92868. *PLEASE NOTE: If the amount received is not the total amount due, your default will not be cured and foreclosure proceedings will continue.*

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Collections Representative, AMC Mortgage Services, Inc.
(800) 430-5262

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#BWNKZZS

October 04, 2005

VANDORA M HUGGINS-EDWARDS 22910 / NMR
LUCILLE HUGGINS
1218 GUNN AVE
CHARLESTON, SC 29407-6444

|||||

NOTICE OF INTENTION TO FORECLOSE

Loan Number: 0114711120
Property Address: 1218 GUNN AVE, CHARLESTON SC, 29407

Dear Borrower,

There has been a breach in the note and deed of trust securing this loan, and it is our intention to institute foreclosure proceedings against the property identified in this notice and covered by the above loan number. The following constitutes said breach:

The payment in the amount of \$954.66, which became due 09/01/05, and the late charge in the amount of \$47.73, which became due 15 days after your due date, have not been received to date.

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#BWNKZZS

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LUCILLE HUGGINS
1218 GUNN AVE
CHARLESTON, SC 29407-6444

October 04, 2005



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Also doing business as Delaware AMC Mortgage Services, Inc., in the states of Texas, Rhode Island, and New Hampshire.



AMC P.O. Box 11000
MORTGAGE SERVICES Santa Ana, CA 92711-1000

#BWNKZZS

VANDORA M HUGGINS-EDWARDS
LUCILLE HUGGINS
1218 GUNN AVE
CHARLESTON, SC 29407-6444

October 04, 2005



NOTICE OF INTENTION TO FORECLOSE

Loan Number: 0114711120
Property Address: 1218 GUNN AVE, CHARLESTON SC, 29407

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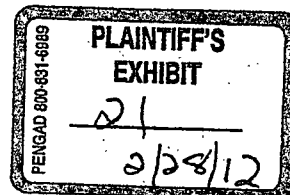
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 **AMC** P.O. Box 11000
MORTGAGE SERVICES Santa Ana, CA 92711-1000



May 08, 2006

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VANDORA M HUGGINS-EDWARDS
LUCILLE HUGGINS
1218 GUNN AVE
CHARLESTON, SC 29407-6444



NOTICE OF INTENTION TO FORECLOSE

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The payment in the amount of \$954.66, which became due 01/01/06, and the late charge in the amount of \$47.73, which became due 15 days after your due date, have not been received to date.

In order to cure this default and attempt to bring an end to these foreclosure proceedings, you must remit by 06/12/06, the total amount now due on your account which is \$4644.59. Any additional sums that may have become due after the date of this letter should also be included in your payment.

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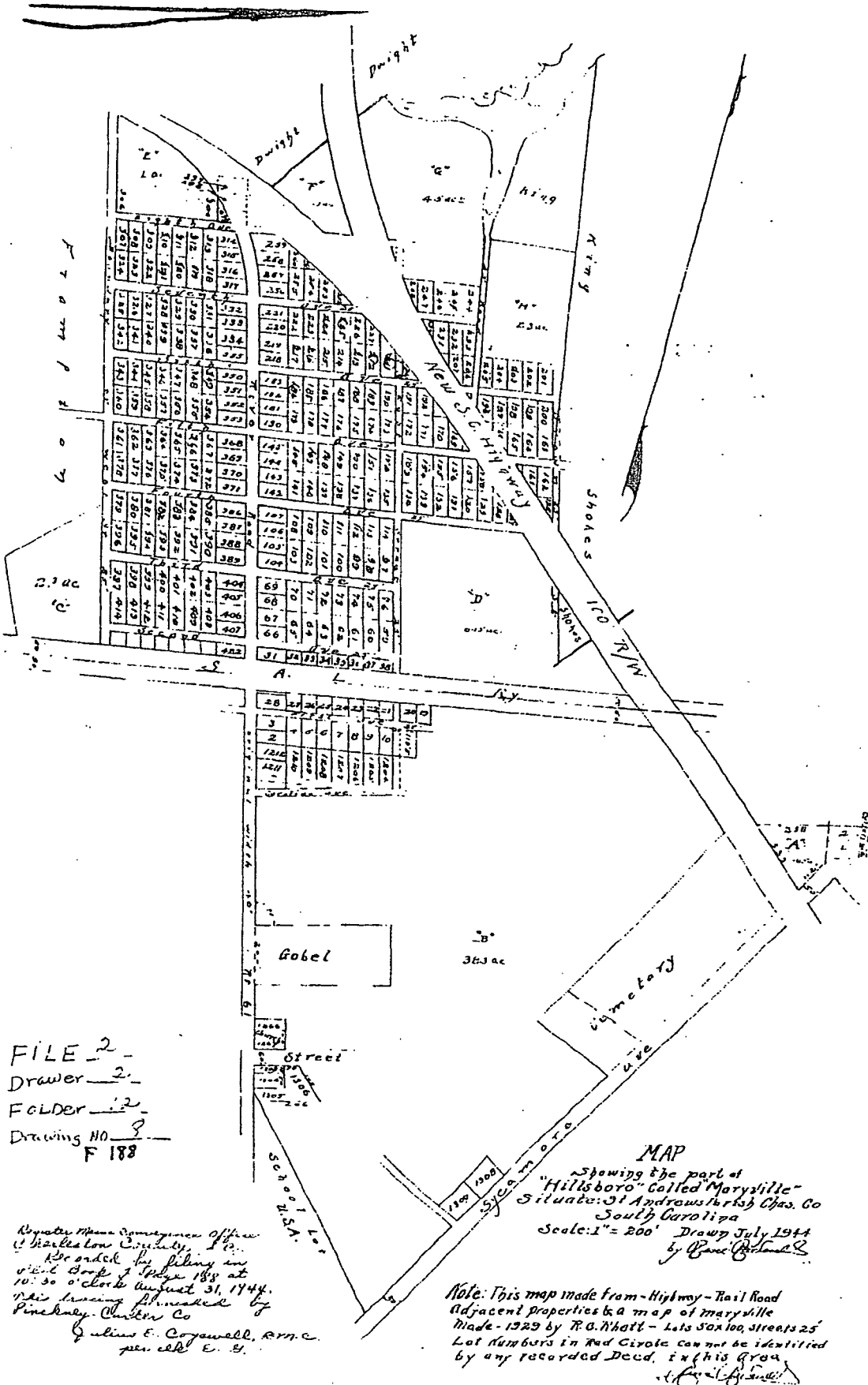
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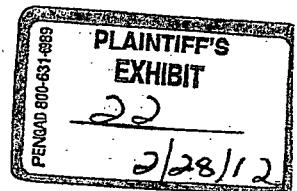


F-188

FILE 2 -
 Drawer 2 -
 FOLDER 2 -
 Drawing NO. 3
 F 188

Register House Commission Office
 Charleston, S.C.
 Recorded for filing in
 Book 3 Page 188 at
 10:30 o'clock August 31, 1944.
 This tracing furnished by
 Pineblow, Carter Co
 Julius E. Copwell, R.M.C.
 per call E. H.

Note: This map made from Highway-Rail Road
 adjacent properties to a map of Marysville
 Made 1929 by R.O. Kott - Lots 50x100 streets 25'
 Lot numbers in Red Circle cannot be identified
 by any recorded Deed, in this group
 J. Vance C. Copwell



23	25	28	25	22	22	21	21	18	18	19	19	14
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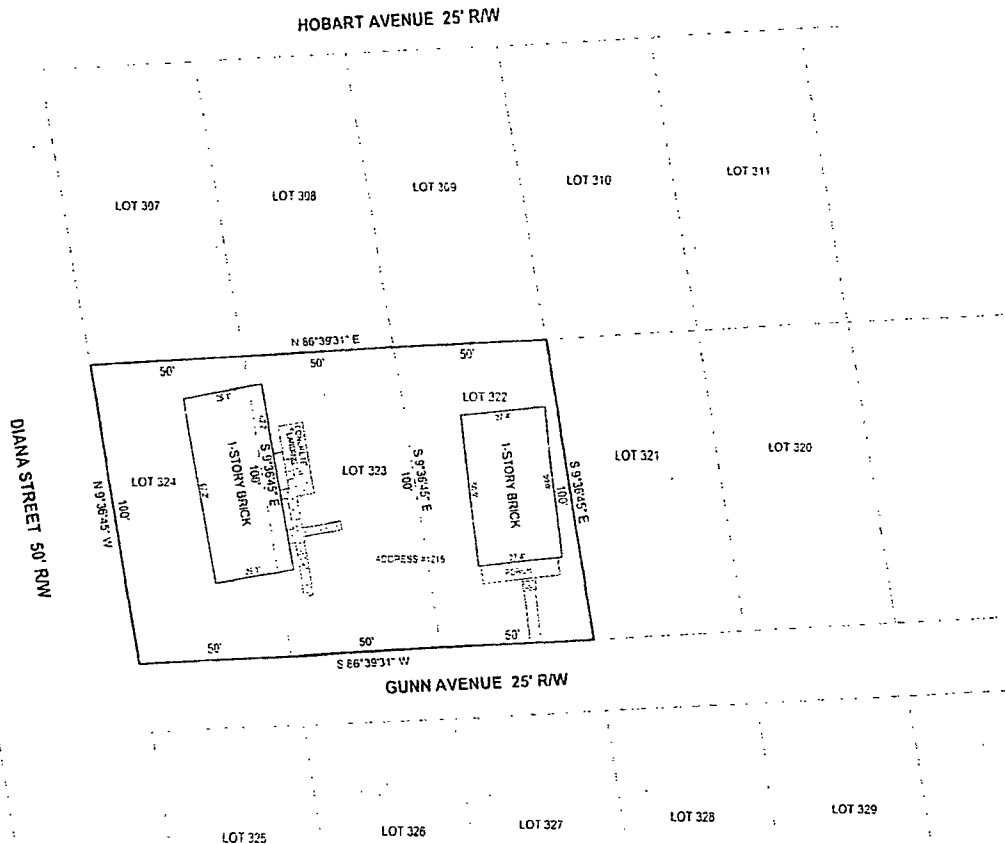
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314	315	316	317	332	333	334	335	350	351	352	353	368
313	318			331	336			349	354			36
312	319			330	337			348	355			36
311	320			329	338			347	356			36:
310	321			328	339			346	357			364
309	322			327	340			345	358			36:
308	323			326	341			344	359			362
307	324			325	342			343	360			361

F-188

F 7 0 77 P z/ 0

MAGNETIC
NORTH



PRELIMINARY PLAT SHOWING

LOTS 322, 323 AND 324 IN MARYVILLE,
CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA

PREPARED FOR FIDELITY NATIONAL TITLE GROUP

OWNERS:
LOTS 322 AND 323 OWNED BY VANDORA M.
HUGGINS-EDWARDS
LOT 324 OWNED BY JOHN C. BIGLER

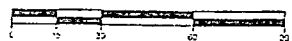
SURVEYOR'S CERTIFICATION

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE,
INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN
ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARD PRACTICE
MANUAL FOR SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS
THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SET FORTH HEREIN.
ALSO THERE ARE NO UNRECORDED ENCUMBRANCES OR PROJECTIONS OTHER
THAN SHOWN.

CHARLES F. DAWLEY, JR., P.E.
S.C. REGISTRATION NO. 9314
114 ALLEGRA LANE
WANDU, S.C. 29382
703.331.4331

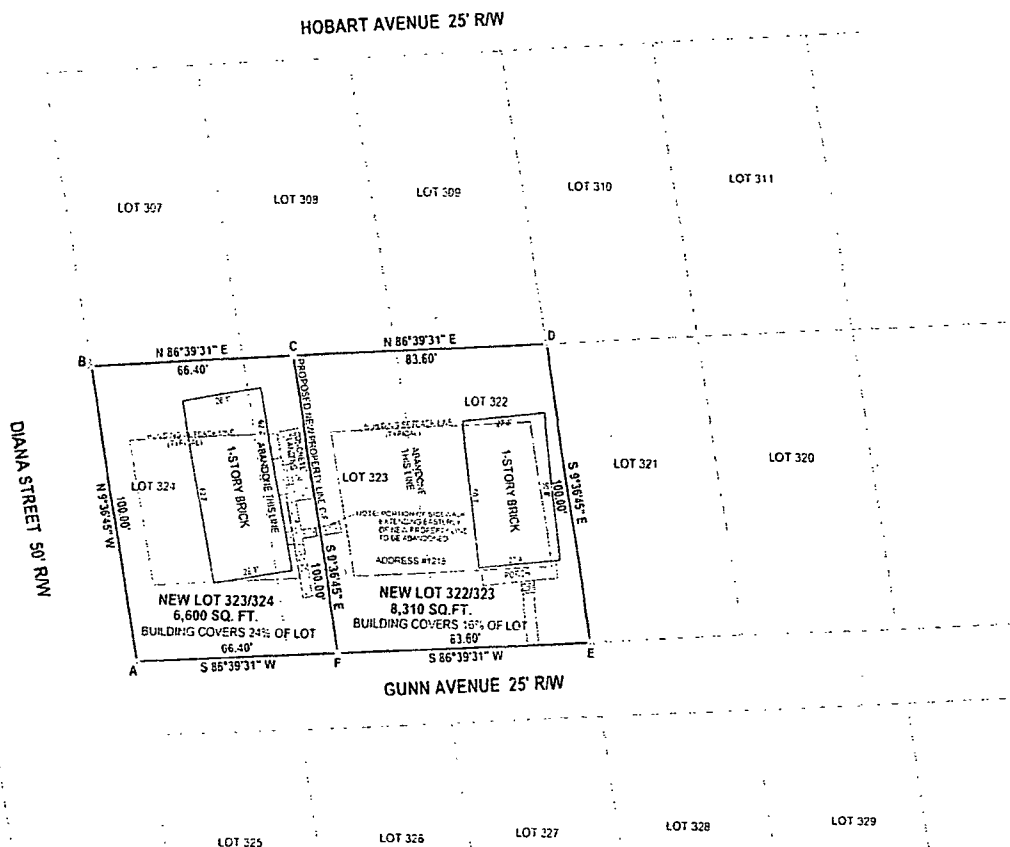
REFERENCES:
T.M.S. 418-05-09-279 (LOTS 322 AND 323);
T.M.S. 418-05-00-280 (LOT 324);
DEED BOOK "Y-517", PAGE 755
DEED BOOK "067", PAGE 755
PLAT BOOK "F", PAGE 183
PLAT BOOK "G", PAGE 164
PLAT BOOK "T", PAGE 155
PLAT BOOK "Y", PAGE 892

DATE: JULY 21, 2011
SCALE: 1" = 30'



PLAINTIFF'S
EXHIBIT
23
2/10/12

MAGNETIC
NORTH



PRELIMINARY PLAT SHOWING

A RESURVEY AND PROPERTY LINE ADJUSTMENT
AT LOTS 322, 323 AND 324 IN MARYVILLE,
CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA

PREPARED FOR FIDELITY NATIONAL TITLE GROUP

OWNERS:
LOTS 322 AND 323 OWNED BY VANDORA M.
HUGGINS-EDWARDS
LOT 324 OWNED BY JOHN C. BIGLER



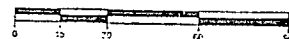
SURVEYOR'S CERTIFICATION

I HEREBY STATE THAT TO THE BEST OF MY PERSONAL KNOWLEDGE,
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ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE
MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS
THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

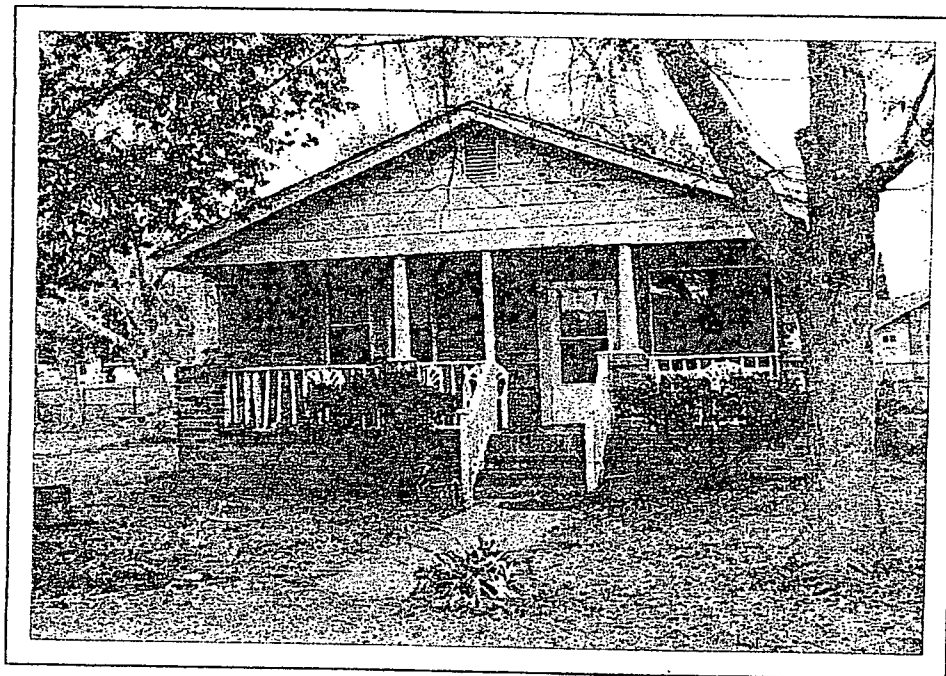
CHARLES F. DAWELEY, P.E.
S.C. REGISTRATION NO. 9314
425 DEANNA LANE
FLORENCE, S.C. 29502
803.684.4131

REFERENCES:
T.J.S. 418-95-00-279 (LOTS 322 AND 323)
T.J.S. 418-95-00-280 (LOT 324)
DEED BOOK "517", PAGE 834
DEED BOOK "667", PAGE 755
PLAT BOOK "F", PAGE 189
PLAT BOOK "G", PAGE 46A
PLAT BOOK "T", PAGE 165
PLAT BOOK "Y", PAGE 55
PLAT BOOK "EJ", PAGE 892

DATE: JULY 21, 2011
SCALE: 1" = 30'



PLAINTIFF'S
EXHIBIT
24
2/12/28



SUMMARY APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

1218 Gunn Ave
Charleston, SC 29407

for

Rogers Townsend Attorneys at Law
220 Executive Center Dr
Columbia, SC
29210

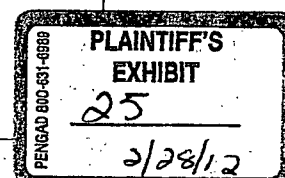
as of

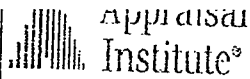
02/21/2012

by

Jennifer Perry
21 GAMECOCK AVENUE, SUITE C
CHARLESTON, SC 29407

SASS, HERRIN & ASSOCIATES, INC.





Professionals Providing
Real Estate Solutions

Summary Appraisal Report - Residential

AI Reports™

Form
AI-100.01

Appraisal Company: SASS, HERRIN & ASSOCIATES, INC.

Address: 21 GAMECOCK AVENUE, SUITE C, CHARLESTON, SC 29407

Phone: 843-766-7500 Fax: 843-571-6170 Web: www.sassherrin.com

Appraiser: Jennifer Perry

Co-Appraiser: Herbert R. Sass, III MAI SRA

AI Membership:

☐ SRA

☐ MAI

☐ SRPA

Associate member

☒ None

AI Membership:

☐ SRA

☒ MAI

☐ SRPA

Associate member

☐ None

E-mail: JPerry@sassherrin.com

E-mail: hsass@sassherrin.com

Client: Rogers Townsend Attorneys at Law

Contact: Mr. Sean Foerster

Address: 220 Executive Center Dr. Columbia, SC 29210

Phone: 803-744-7855

Fax: 803-343-7017

Email: Sean.Foerster@rtt-law.com

REAL ESTATE IDENTIFICATION

Address: 1218 Gunn Ave

City: Charleston

County: Charleston

State: SC

Zip: 29407

Legal Description: Lot 322 and 323, Maryville

Tax Parcel #: 418-05-00-279

RE Taxes: 2.011

Tax Year: 1406.89

SUBJECT PROPERTY HISTORY

Owner of Record: Vandora M Huggins-Edwards

Description and analysis of sales within 3 years (minimum) prior to effective date of value: According to the tax records, the subject last sold 12/02/2004 for \$89,782.

Description and analysis of agreements of sale (contracts), listings, and options: The subject is not listed, nor is it under contract or option to my knowledge.

RECONCILIATIONS AND CONCLUSIONS

Indicator of Value by Sales Comparison Approach

\$ 70,000

Indicator of Value by Cost Approach

\$ N/A

Indicator of Value by Income Approach

\$ N/A

Final Reconciliation of the Methods and Approaches to Value:

Our client instructed us to

provide two value estimates. Appraisal 1 appraises the existing 10,000 SF subject property as if the neighboring home is not encroaching on the property. Appraisal 2 appraises the subject as the proposed 8,310 SF site which will eliminate the encroachment. Appraisal 2 value is subtracted from Appraisal 1 value to determine the loss in value incurred from the encroachment of the home on the neighboring lot. This appraisal is to be utilized in conjunction with File number B202069Q.

Opinion of Value as of: 02/21/2012

\$70,000

Subject to any hypothetical conditions or extraordinary assumptions stated in the Assignment Parameters section.

AI Reports™

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11/03/05

SASS, HERRIN & ASSOCIATES, INC.

NOTICE: The Appraisal Institute publishes this form for use by appraisers where the appraiser deems use of the form appropriate. Depending on the assignment, the appraiser may need to provide additional data, analysis and work product not called for in this form. The Appraisal Institute plays no role in completing the form and disclaims any responsibility for the data, analysis or any other work product provided by the individual appraiser(s).

Client:	Rogers Townsend Attorneys at Law	Client File #:	
Subject Property:	1218 Gunn Ave	Appraisal File #:	B202068Q

ASSIGNMENT PARAMETERS

Intended User(s): Rogers Townsend Attorneys at Law and/or assigns

Intended Use: To Determine Loss of Value

This report is not intended by the appraiser for any other use or by any other user.

Type of Value: Fee Simple Effective Date of Value: 02/21/2012

Interest Appraised ☒ Fee Simple ☐ Leasehold ☐ Other:

Hypothetical Conditions: (A hypothetical condition is that which is contrary to what exists, but is asserted by the appraiser for the purpose of analysis. Any hypothetical condition may affect the assignment results.) We are appraising the existing 10,000 SF subject as if the neighboring home is not encroaching on the property.

Extraordinary Assumptions: (An extraordinary assumption is directly related to a specific assignment and presumes uncertain information to be factual. If found to be false this assumption could alter the appraiser's opinions or conclusions. Any extraordinary assumption may affect the assignment results.) This appraisal is a drive by inspection, exterior only; square footage and interior composition are taken from MLS and tax records; the appraisal assumes the interior is in the same condition as observed by the appraiser on the exterior.

In accordance with Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice (USPAP), this is a summary appraisal report.

SCOPE OF WORK

Definition: The scope of work is the type and extent of research and analysis in an assignment. Scope of work includes the extent to which the property is identified; the extent to which tangible property is inspected; the type and extent of data researched; and the type and extent of analysis applied to arrive at opinions or conclusions. The specific scope of work for this assignment is identified below and throughout this report.

Inspection of Subject: Appraiser: ☐ None ☐ Interior ☒ Exterior ☒ Date of Inspection 02/21 Co-Appraiser: ☐ None ☐ Interior ☒ Exterior ☒ Date of Inspection 02/21 Living Area Measured: ☐ Yes ☒ No ☐ Other:	Data Sources Used: ☐ MLS ☒ Public Records ☒ Office Files ☐ Owner ☐ Plans & Specifications ☐ Purchase Agreement ☐ Other:	Approaches to Value Developed: Cost Approach: ☐ Is necessary and developed in this analysis ☒ Is applicable but not necessary and omitted in this analysis ☐ Is not applicable or necessary and omitted in this analysis Sales Comparison Approach: ☒ Is necessary and developed in this analysis ☐ Is applicable but not necessary and omitted in this analysis ☐ Is not applicable or necessary and omitted in this analysis Income Approach: ☐ Is necessary and developed in this analysis ☐ Is applicable but not necessary and omitted in this analysis ☒ Is not applicable or necessary and omitted in this analysis
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Additional Scope of Work Comments: The purpose of this assignment is to determine the diminution in value to the subject property due to the encroachment of the home of the neighboring lot. The subject lot was approximately 100' by 100' or 10,000 SF. The proposed boundary lines are 100' by 83.6' or 8,310 SF. The proposed lot is 1,690 SF less than the existing lot. We utilized the same three comparables for both scenarios. This appraisal is a drive by inspection, exterior only; square footage and interior composition are taken from MLS and tax records; the appraisal assumes the interior is in the same condition as observed by the appraiser on the exterior.

Significant Real Property Appraisal Assistance: ☒ None ☐ Disclosure Name(s) and contribution:

Client:	Rogers Townsend Attorneys at Law	Client File #:	
Subject Property:	1218 Gunn Ave	Appraisal File #:	B202068Q

MARKET AREA ANALYSIS											
Location		Built Up		Growth		Supply & Demand		Value Trend		Typical Marketing Time	
☐ Urban		☐ Under 25%		☐ Rapid		☐ Shortage		☐ Increasing		☐ Under 3 Months	
☒ Suburban		☒ 25-75%		☒ Stable		☒ In Balance		☒ Stable		☒ 3-6 Months	
☐ Rural		☐ Over 75%		☐ Slow		☐ Over Supply		☐ Decreasing		☐ Over 6 Months	
Neighborhood Single Family Profile				Neighborhood Land Use				Neighborhood Name: Maryville			
Price		Age									
15,000	Low	New	1 Family	80.0%	Commercial	5.0%	PUD	Condo	HOA: \$	N/A	/
260,000	High	77	Condo	5.0%	Vacant	5.0%	Amenities: N/A				
123,000	Predominant	50	Multifamily	5.0%	Other	%					
Market area description and characteristics: The subject neighborhood is bounded by Highway 61 to the north, Sycamore Avenue to the east, Highway 17 to the south and Playground Rd to the west.											
Maryville is a suburb of Charleston in the West Ashley area that was originally developed between 1940 to 1960. The subject is within one mile of recreational facilities, and convenience to shopping, schools, places of worship and employment centers is very good. Marketability in the area is considered to be average.											
We performed a market analysis of homes within a 1 mile radius of the subject that were within 20% of the subject size (1019 SF to 1529 SF). There are 45 listings ranging in list price from \$59,000 to \$258,000 and averaging \$151,812. The average CDOM for listings is 191. There is one pending sale with a list price of \$59,900. Over the past year, there have been 52 sales averaging in sales price from \$15,000 to \$252,000 and averaging \$122,853. The average CDOM for sales is 141.											
SITE ANALYSIS											
Dimensions: 100' x 100' Approximate						Area: 10000 SF Approximate					
View: Avg Interior						Shape: Square					
Drainage: Appears adequate						Utility: Good Residential Lot					
Site Similarity/Conformity To Neighborhood						Zoning/Deed Restriction					
Size:		View:		Zoning: SR-2		Covenants, Condition & Restrictions:					
☐ Smaller than Typical		☐ Favorable		Single Family Res		☐ Yes ☒ No ☐ Unknown					
☐ Typical		☒ Typical		☒ Legal ☐ No Zoning		Documents Reviewed					
☒ Larger than Typical		☐ Less than Favorable		☐ Legal, non-conforming		☐ Yes ☒ No					
				☐ Illegal		Ground Rent: \$ None /					
Utilities						Off Site Improvements					
Electric	☒ Public	☐ Other				Street	☒ Public	☐ Private	Asphalt		
Gas	☒ Public	☐ Other				Alley	☐ Public	☐ Private	None		
Water	☒ Public	☐ Other				Sidewalk	☐ Public	☐ Private	None		
Sewer	☒ Public	☐ Other				Street Lights	☒ Public	☐ Private			
Site description and characteristics: The subject is Lots 322 & 323 with one tax map number. It is an approximate 100' by 100' or 10,000 SF lot. It is zoned SR-2, Single Family Residential. However, per zoning requirements, the minimum lot size for lots zoned SR-2 is 6,000 SF. Therefore, the subject could not be subdivided into two lots. As previously stated, the home on Lot 324 encroaches the subject property. As previously stated, we are appraising the subject under the hypothetical condition as if the encroachment did not exist.											
The subject is located in flood zone X. This is shown on FEMA flood map panel 45019C0511J, dated 11/17/2004.											

IMPROVEMENTS ANALYSIS											
General:		Design: Ranch		No. of Units 1		No. of Stories 1		Actual Age 67		Effective Age 30	
☒ Existing	☐ Under Construction	☐ Proposed	☐ Attached	☒ Detached	☐ Manufactured	☐ Modular					
Other: The subject is one story.											
Exterior Elements:		Roofing: Comp. Shingles		Siding: Brick Veneer		Windows: Wood D/H					
☐ Patio None	☐ Deck None	☒ Porch Covered	☐ Pool None	☐ Fence Metal							
Other: The subject is a brick home. It has a covered porch on the front.											
Interior Elements:		Flooring: Unknown		Walls: Unknown		FP# Unknown					
Kitchen:	☐ Refrigerator	☐ Range	☐ Oven	☐ Fan/Hood	☐ Microwave	☐ Dishwasher	Counter tops:				
Other: This is an exterior only inspection. The interior elements are unknown.											
Foundation:		☒ Crawl Space	☐ Slab	☐ Basement	☐ Foundation						
Other: The subject is built on a crawl space foundation.											
Attic:		☐ None	☐ Scullie	☐ Drop Stair	☐ Stairway	☐ Finish					
Mechanicals:		HVAC: FWA		Fuel: Gas		Air Conditioning: Window					
Car Storage:		☒ Driveway: 2	☐ Garage:	☐ Carport:	☐ Finished:						
Other Elements:		The subject appears to not have central air conditioning, but is cooled by window units.									
This is an exterior only inspection. We obtained information from office files, public records and inspection from the street.											
Above Grade Gross Living Area (GLA)											
	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bdms	# Baths	Utility	Other	Area Sq. Ft.
Level 1											
Level 2											
Finished area above grade contains: 4 Bedroom(s) 1.00 Bath(s) 1,274 Sq. Ft. of GLA											
Summarize abovegradeimprovements: We do not know the layout of the interior floor plan. However, number of bedrooms and bathrooms was taken from tax records. There is a detached storage building on the property.											
Below Grade Area or Other Living Area											
	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bdms	# Baths	Utility	% Finished	Area Sq. Ft.
Below Grade											
Other Living Area											
Summarize below grade and/or other living area improvements: None											
Discuss physical depreciation and functional or external obsolescence: The subject has been well maintained. No extraordinary depreciation or functional obsolescence was noted.											
Discuss style, quality, condition, size, and value of improvements including conformity to market area: The subject conforms to the area. It appears to be in fair condition.											
HIGHEST AND BEST USE ANALYSIS											
☒ Present Use ☐ Proposed Use ☐ Other:											
Summary of highest and best use analysis: The current use as residential yields the highest return to the land, so the highest and best use is residential.											

Client:	Rogers Townsend Attorneys at Law	Client File #:	
Subject Property:	1218 Gunn Ave	Appraisal File #:	B2020680

SALES COMPARISON APPROACH															
ITEM		SUBJECT			COMPARISON NO. 1			COMPARISON NO. 2			COMPARISON NO. 3				
Address		1218 Gunn Ave Charleston			1240 Ravenel Dr Charleston			28 Anita Dr Charleston			830 Minnie St Charleston				
Proximity to Subject					0.78 miles S			0.50 miles SE			0.74 miles E				
Final List Price		N/A			100,000			119,000			88,453				
Sale Price		N/A			88,000			115,000			90,000				
Sale-To-List Price Ratio		N/A			0.880000			0.966387			1.017490				
Closing Date		N/A			10/28/2011			07/20/2011			06/01/2011				
Days On Market		N/A			18			521			21				
Price/Gross Living Area		N/A			53.01			108.90			96.15				
Data Source/ Verification		Ext Inspect Crthsc Rec			MLS#1121147 Crthsc Rec			MLS#1001125 Crthsc Rec			MLS#1108384 Crthsc Rec				
		DESCRIPTION			DESCRIPTION		+/- Adjustment	DESCRIPTION		+/- Adjustment	DESCRIPTION		+/- Adjustment		
Financing Type		N/A			Conventional				Conventional			FHA			
Concessions		N/A			Closing Cost			-2,250	Closing Cost		-3,450	Closing Cost		-3,150	
Contract Date		N/A			09/27/2011				06/21/2011			04/22/2011			
Location		Maryville			W Oak Forest				Magnolia		-10,000	Ashleyville			
Site Size		10000 SF			11625 SF			-4,875	10500 SF		-1,500	4140 SF		+17,580	
Site Views/Appeal		Interior/Avg			Interior/Avg				Interior/Avg			Interior/Avg			
Design and Appeal		1Sty/Rnch			1Sty/Rnch				1Sty/Rnch			1Sty/Rnch			
Quality of Construction		BV/Crwl/Avg			Bldg/Slb/Avg			+5,000	Wd/Slb/Avg		+5,000	BV/Crwl/Avg			
Age		67			62				60			40			
Condition		Fair			Fair				Average		-15,000	Good/Average		-30,000	
Above Grade Bedrooms		Bedrooms	4		Bedrooms	3		Bedrooms	2		Bedrooms	3			
Above Grade Baths		Baths	1.00		Baths	2.00	-8,000	Baths	1.00		Baths	1.10	-4,000		
Gross Living Area		1,274	Sq. Ft.		1,660	Sq. Ft.	-9,650	1,056	Sq. Ft.	+5,450	936	Sq. Ft.	+8,450		
Below Grade Area		None			None				None			None			
Below Grade Finish															
Other Living Area		None			None				None			None			
Functional Utility		Avg			Avg				Avg			Avg			
Heating/Cooling		FWA/Window			FWA/Window				FWA/Central		-4,000	FWA/Central		-4,000	
Car Storage		Off Street			Off Street				Off Street			1 Car Carport		-1,500	
Porches/Decks		CPch			CPch				CStp		+1,000	CStp		+1,000	
Fences/Pools/Etc		MtlFnce/Strgc			MtlFnce/Strgc				MtlFnce/Strgc			None		+1,000	
Fireplace		No Fireplace			1 Fireplace			-1,500	No Fireplace			No Fireplace			
Net Adj. (total)					+ X - \$			-21,275	+ X - \$		-22,500	+ X - \$			-14,620
Adjusted Sale Price		Gross/Net			36% / -24% \$			66,725	39% / -20% \$		92,500	79% / -16% \$			75,380
Comments and reconciliation of the sales comparison approach:													As previously stated, the first of the two appraisals values the subject as a 10,000 SF site with the hypothetical condition that there is not an encroachment. We have included three closed sales and two active listings for comparison. After adjustments, the five comparables indicated adjusted prices of \$66,725, \$92,500, \$75,380, \$79,821 and \$111,616, respectively. We have placed most emphasis on Comps 1, 2 and 3 with additional support from the two listings. *** See Additional Comments ***		
The FNMA guidelines were exceeded; however, this does not adversely affect the subject.															
Indication of Value by Sales Comparison Approach													\$ 70,000		

SALES COMPARISON APPROACH									
Borrower									
Property Address 1218 Gunn Ave									
City Charleston		County Charleston		State SC		Zip Code 29407			
Lender/Client Rogers Townsend Attorneys at Law									
ITEM	SUBJECT		COMPARISON NO. 4		COMPARISON NO. 5		COMPARISON NO. 6		
Address	1218 Gunn Ave Charleston		1029 Mamie St Charleston		1123 Forbes Ave Charleston				
Proximity to Subject			0.54 miles E		0.19 miles E				
Final List Price	N/A		71,500		99,500				
Sale Price	N/A		71,500		99,500				
Sale-To-List Price Ratio	N/A		1.00		1.00				
Closing Date	N/A		LISTING		LISTING				
Days On Market	N/A		List Date 02/11/2012		List Date 02/02/2012				
Price/Gross Living Area	N/A		116.07		88.68				
Data Source/ Verification	Ext Inspect Crthse Rec		MLS#1203756 Crthse Rec		MLS#1202815 Crthse Rec				
	DESCRIPTION		DESCRIPTION		DESCRIPTION		DESCRIPTION		DESCRIPTION
Financing Type	N/A		LISTING		LISTING		LISTING		
Concessions	N/A		LISTING		LISTING		LISTING		
Contract Date	N/A		LISTING		LISTING		LISTING		
Location	Maryville		Maryville		Maryville		Maryville		
Site Size	10000 SF		4875 SF		4704 SF		4704 SF		
Site Views/Appeal	Interior/Avg		Interior/Avg		Interior/Avg		Interior/Avg		
Design and Appeal	1 Sty/Rnch		1 Sty/Rnch		1 Sty/Rnch		1 Sty/Rnch		
Quality of Construction	BV/Crwl/Avg		Wd/Crwl/Avg		Asb/Crwl/Avg		Asb/Crwl/Avg		
Age	67		62		64		64		
Condition	Fair		Average		Fair		Fair		
Above Grade Bedrooms	Bedrooms	4	Bedrooms	2	Bedrooms	4	Bedrooms	4	
Above Grade Baths	Baths	1.00	Baths	1.00	Baths	1.00	Baths	1.00	
Gross Living Area	1,274	Sq. Ft.	616	Sq. Ft.	1,122	Sq. Ft.	1,122	Sq. Ft.	
Below Grade Area	None		None		None		None		
Below Grade Finish	None		None		None		None		
Other Living Area	None		None		None		None		
Functional Utility	Avg		Avg		Avg		Avg		
Heating/Cooling	FWA/Window		FWA/Central		FWA/Window		FWA/Window		
Car Storage	Off Street		Off Street		Off Street		Off Street		
Porches/Decks	CPch		CPch/Deck		CPch/Deck		CPch/Deck		
Fences/Pools/Etc	MtlFnce/Strgc		WdFnce/Strgc		MtlFnce		MtlFnce		
Fireplace	No Fireplace		No Fireplace		No Fireplace		No Fireplace		
Net Adj. (total)			X+ \$ 8,321		X+ \$ 12,116		X+ \$		
Adjusted Sale Price	Gross/Net		84% / 12% \$ 79,821		28% / 12% \$ 111,616		Gross/Net		
Comments on Sales Comparison									

ADDITIONAL COMMENTS

Borrower or Owner

Property Address 1218 Gunn Ave

City Charleston

County Charleston

State SC

Zip Code 29407

Lender or Client Rogers Townsend Attorneys at Law

COMMENTS ON SALES APPROACH

Prior Sales History

Comp 1 - No Sale in the Prior Year

Comp 2 - No Sale in the Prior Year

Comp 3 - 06/07/2010 \$44,000

Comp 4 - 04/21/2011 \$35,000

Comp 5 - 10/24/2006 \$28,000

Client:	Rogers Townsend Attorneys at Law	Client File #:	
Subject Property:	1218 Gunn Ave	Appraisal File #:	B2020680

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following assumptions and limiting conditions:

- * This report is prepared using forms developed and copyrighted by the Appraisal Institute. However, the content, analyses, and opinions set forth in this report are the sole product of the appraiser. The Appraisal Institute is not liable for any of the content, analyses, or opinions set forth herein.
- * No responsibility is assumed for matters legal in character or nature. No opinion is rendered as to title, which is assumed to be good and marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear having responsible ownership and competent management.
- * I have examined the property described herein exclusively for the purposes of identification and description of the real property. The objective of our data collection is to develop an opinion of the highest and best use of the subject property and make meaningful comparisons in the valuation of the property. The appraiser's observations and reporting of the subject improvements are for the appraisal process and valuation purposes only and should not be considered as a warranty of any component of the property. This appraisal assumes (unless otherwise specifically stated) that the subject is structurally sound and all components are in working condition.
- * I will not be required to give testimony or appear in court because of having made an appraisal of the property in question, unless specific arrangements to do so have been made in advance, or as otherwise required by law.
- * I have noted in this appraisal report any significant adverse conditions (such as needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) discovered during the data collection process in performing the appraisal. Unless otherwise stated in this appraisal report, we have no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and have assumed that there are no such conditions and make no guarantees or warranties express or implied. We will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable public and/or private sources that I believe to be true and correct.
- * I will not disclose the contents of this appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice and/or applicable federal, state or local laws.
- * The Client is the party or parties who engage an appraiser (by employment or contract) in a specific assignment. A party receiving a copy of this report from the client does not as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identified them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
- * A true and complete copy of this report contains _____ pages including exhibits which are considered an integral part of the report. The appraisal report may not be properly understood without access to the entire report.
- * If this valuation conclusion is subject to satisfactory completion, repairs, or alterations, it is assumed that the improvements will be completed competently and without significant deviation.

VALUE DEFINITION

☒ Market Value Definition (below)

☐ Alternate Value Definition (attached)

MARKET VALUE is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: Appraisal Institute Dictionary of Real Estate Appraisal

Client:	Rogers Townsend Attorneys at Law	Client File #:	
Subject Property:	1218 Gunn Ave	Appraisal File #:	B202068Q

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Standards of Professional Appraisal Practice (USPAP).
- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- unless otherwise specified in the report, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- any personal inspection of the property that is the subject of this report is indicated in the Scope of Work.
- unless otherwise specified in the Scope of Work, no one provided significant real property appraisal assistance to the person signing this certification.

APPRAISAL INSTITUTE CERTIFICATION

Appraisal Institute Member Certify:

- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

Designated Appraisal Institute Member Certify:

- As of the date of this report, I ☒ have / ☐ have not completed the continuing education program of the Appraisal Institute.

Designated Appraisal Institute Member Certify:

- As of the date of this report, I ☒ have / ☐ have not completed the continuing education program of the Appraisal Institute.

APPRAISER:

Signature: Jennifer C. Perry
 Name: Jennifer Perry Report Date: 02/24/2012
 or Certification # CR 4772 ST SC
 or License # _____ ST _____
 Expiration Date: 6/30/2012

CO-APPRAISER:

Signature: Herbert R. Sass, III
 Name: Herbert R. Sass, III MAIA Report Date: 02/24/2012
 or Certification # 554 ST SC
 or License # _____ ST _____
 Expiration Date: 6/30/2012

PHOTOGRAPH ADDENDUM

Borrower or Owner

Property Address 1218 Gunn Ave

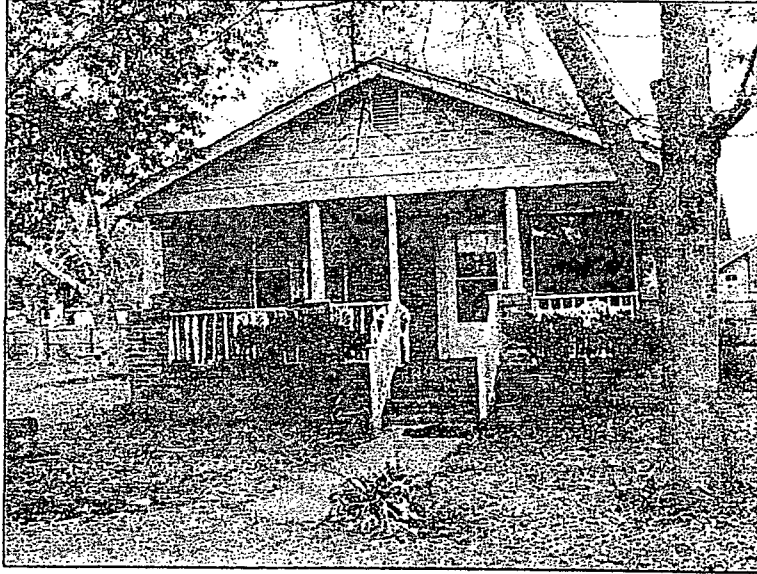
City Charleston

County Charleston

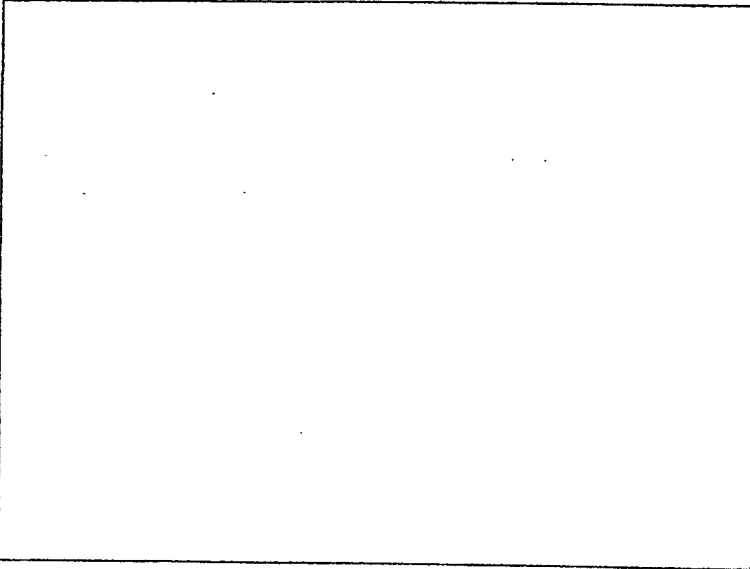
State SC

Zip Code 29407

Client Rogers Townsend Attorneys at Law



FRONT VIEW OF
SUBJECT PROPERTY



REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE OF
SUBJECT PROPERTY

PHOTOGRAPH ADDENDUM

Page No. 1 of 1

Property Address 1218 Gunn Ave

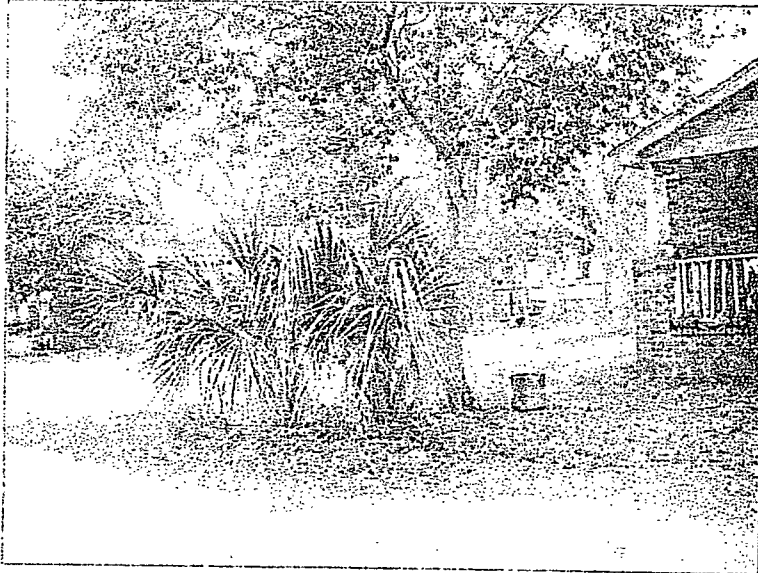
City Honolulu

County Honolulu

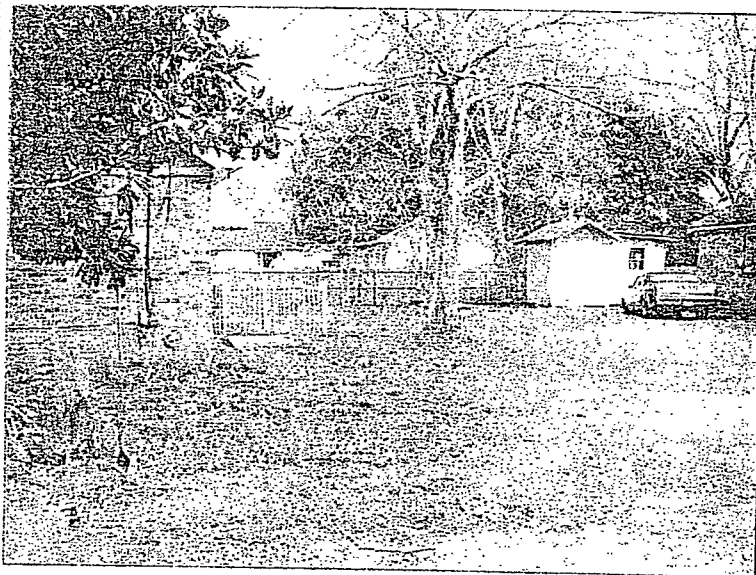
File No.

Zip Code 96807

Notes: Report of encroachment at 1218



1218 Gunn Ave
SUBJECT



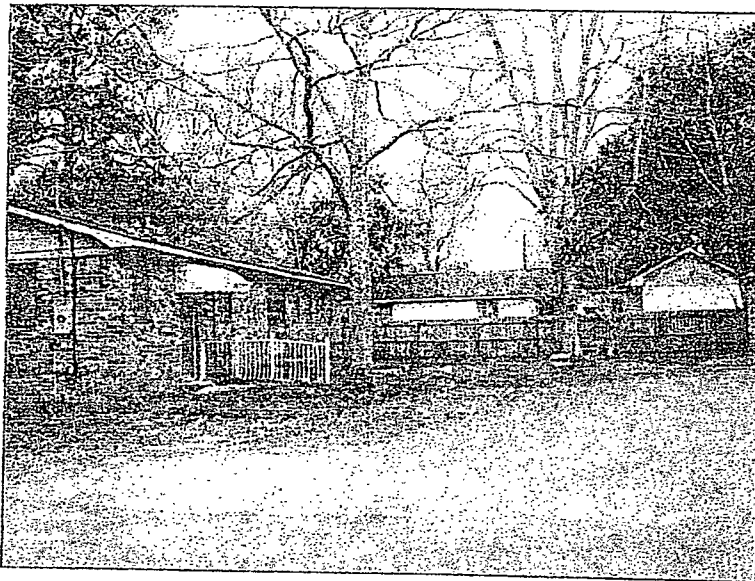
1218 Gunn Ave
ENCROACHMENT



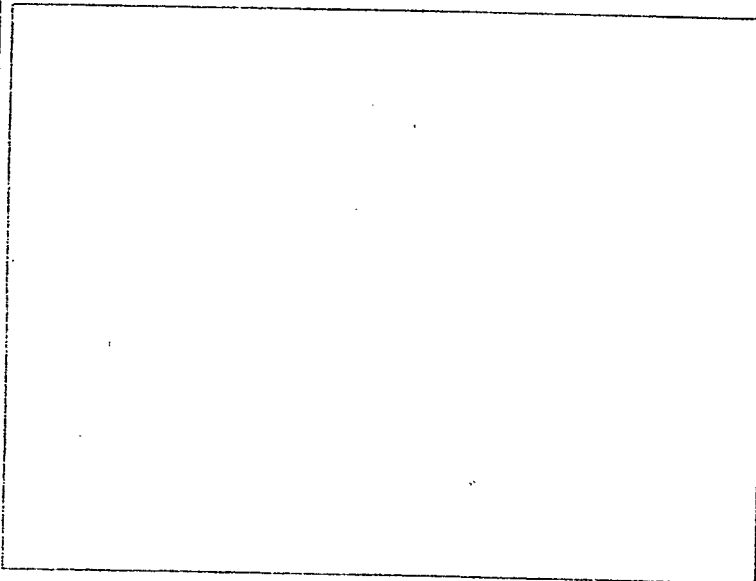
1218 Gunn Ave
VIEW OF LEFT SIDE OF HOME

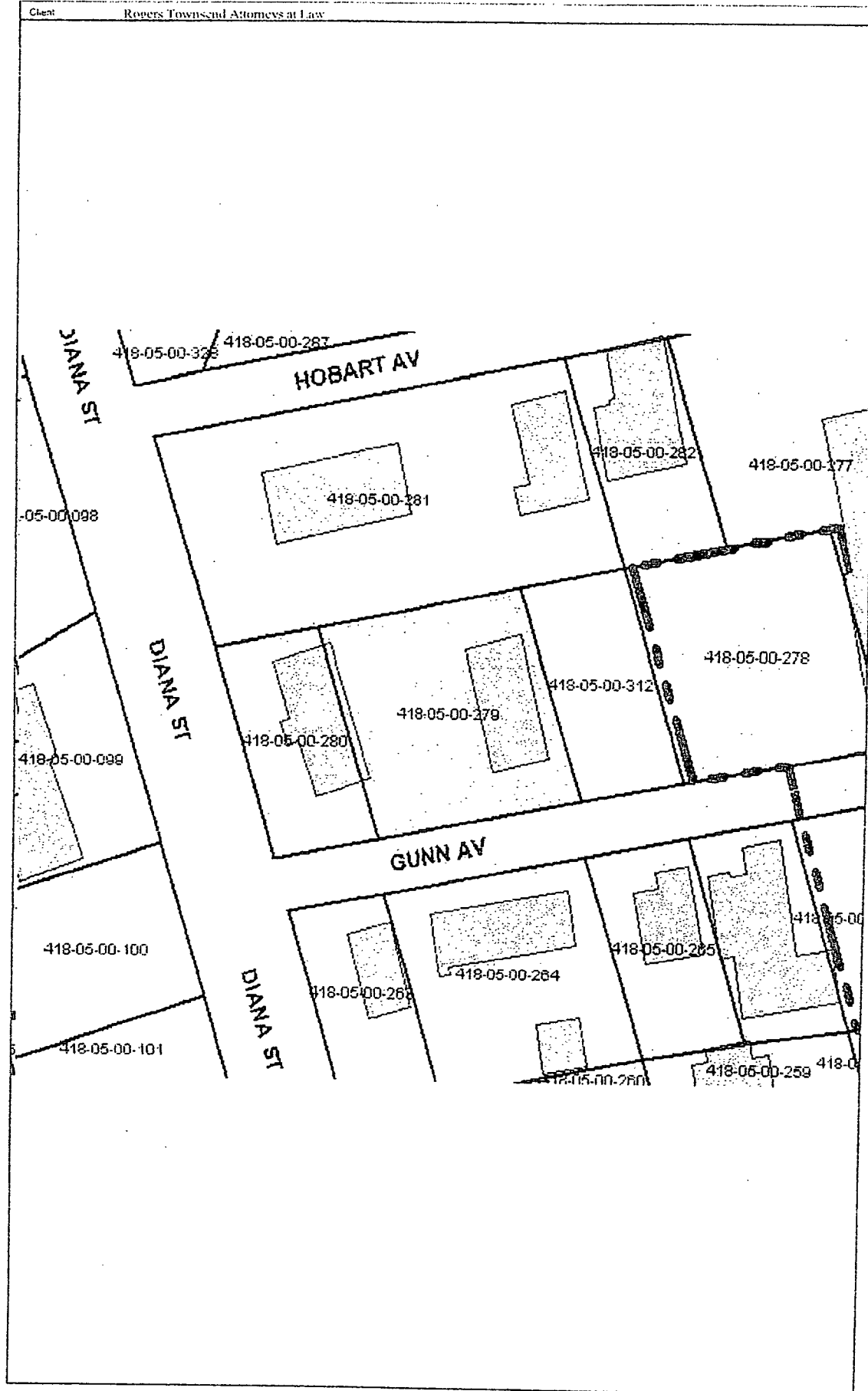


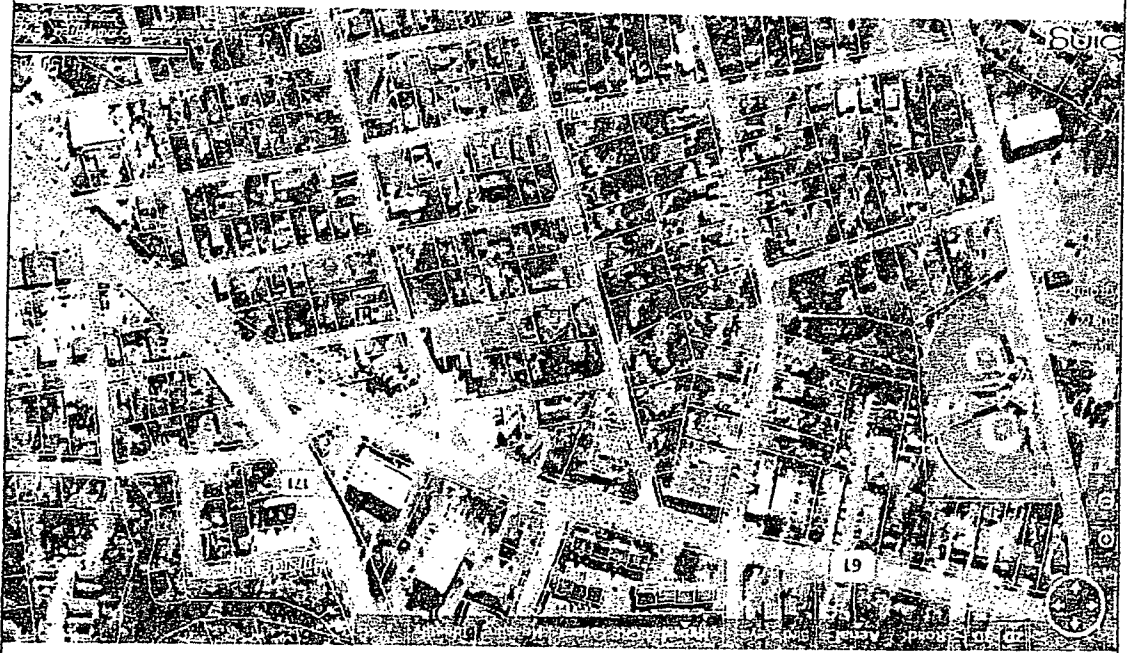
1218 Gunn Ave
ALTERNATE VIEW OF SUBJECT



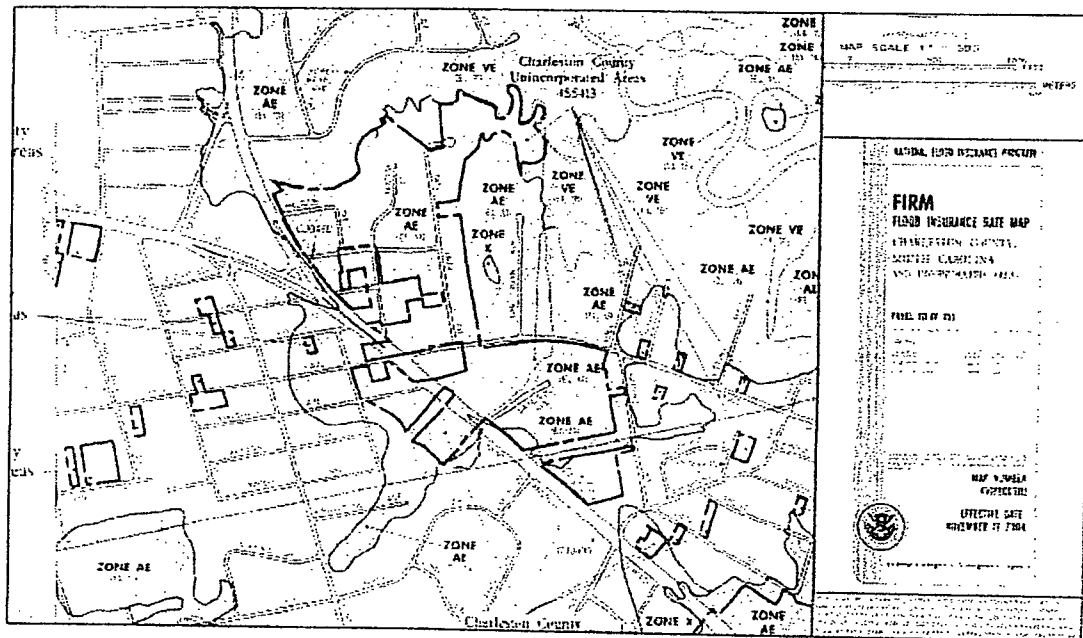
1218 Gunn Ave
ALTERNATE VIEW OF SUBJECT







SASS, HERRIN & ASSOCIATES, INC.





COMPARABLE #1

1240 Ravenel Dr
Charleston

Price	\$88,000
Price/SF	53.01
Date	09/27/2011
Age	62
Room Count	3-2.00
Living Area	1,660
Value Indication	\$66,725



COMPARABLE #2

28 Anita Dr
Charleston

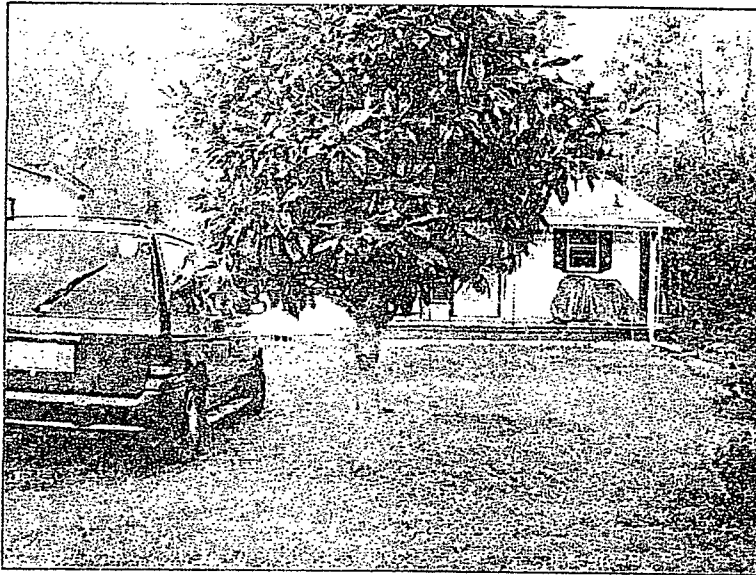
Price	\$115,000
Price/SF	108.90
Date	06/21/2011
Age	60
Room Count	2-1.00
Living Area	1,056
Value Indication	\$92,500



COMPARABLE #3

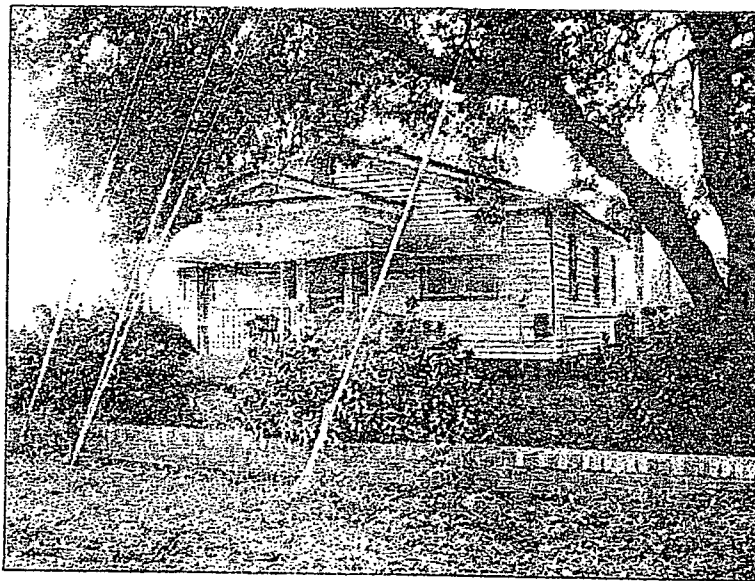
830 Minnie St
Charleston

Price	\$90,000
Price/SF	96.15
Date	04/22/2011
Age	40
Room Count	3-1.10
Living Area	936
Value Indication	\$75,380

**COMPARABLE #4**

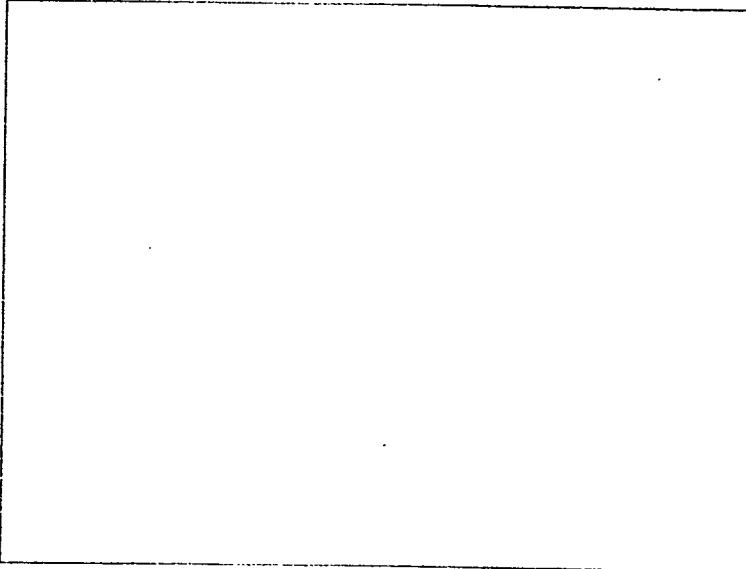
1029 Mamie St
Charleston

Price	\$71,500
Price/SF	116.07
Date	LISTING
Age	62
Room Count	2-1.00
Living Area	616
Value Indication	\$79,821

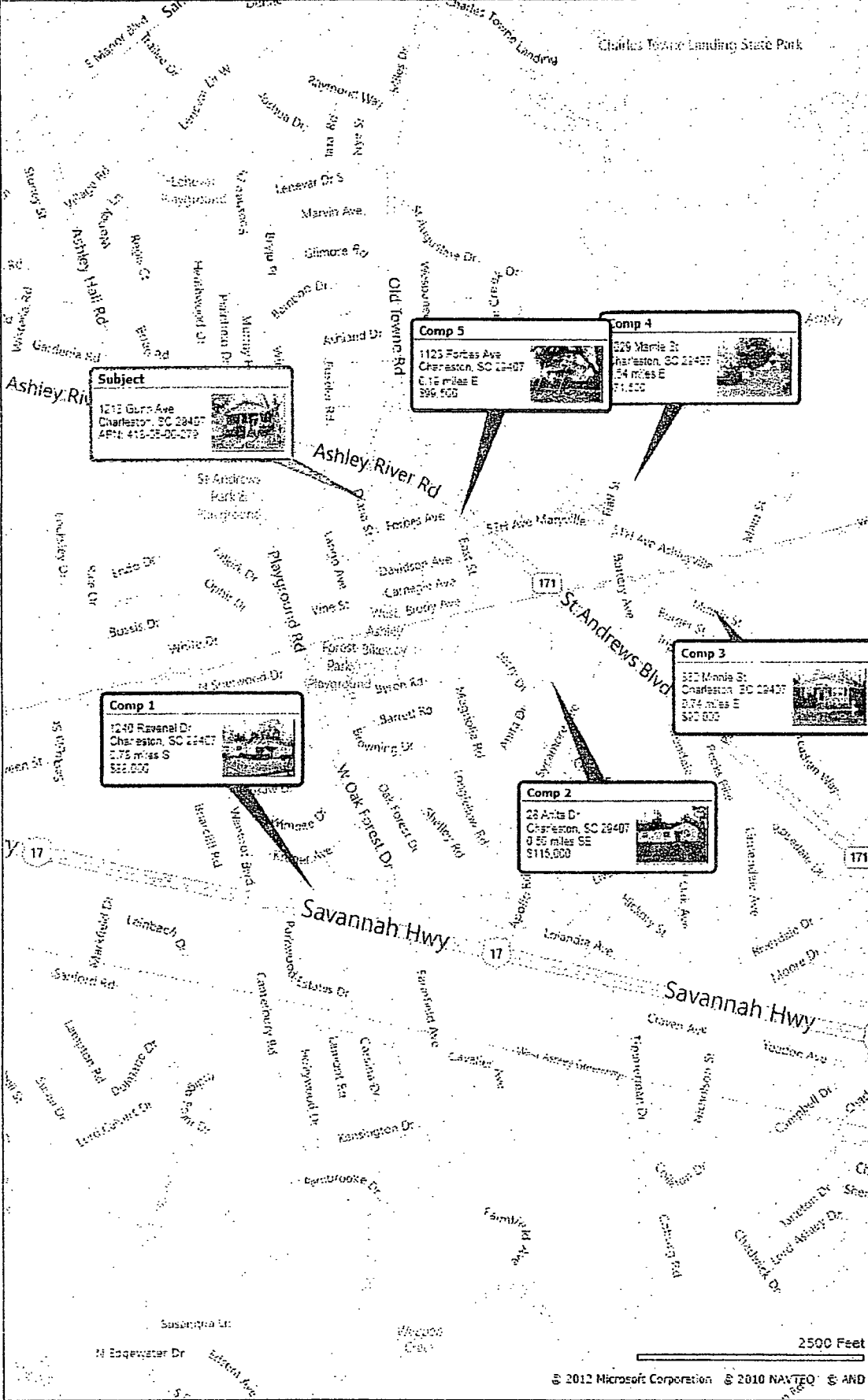
**COMPARABLE #5**

1123 Forbes Ave
Charleston

Price	\$99,500
Price/SF	88.68
Date	LISTING
Age	64
Room Count	4-1.00
Living Area	1,122
Value Indication	\$111,616

**COMPARABLE #6**

Price	\$
Price/SF	
Date	
Age	
Room Count	-
Living Area	
Value Indication	\$



DEFINITION OF INSPECTION:

The term "Inspection", as used in this report, is not the same level of inspection that is required for a "Professional Home Inspection". The appraiser does not fully inspect the electrical system, plumbing system, mechanical systems, foundation system, floor structure, or subfloor. The appraiser is not an expert in construction materials and the purpose of the appraisal is to make an economic evaluation of the subject property. If the client needs a more detailed inspection of the property, a home inspection, by a Professional Home Inspector, is suggested.

DIGITAL SIGNATURES:

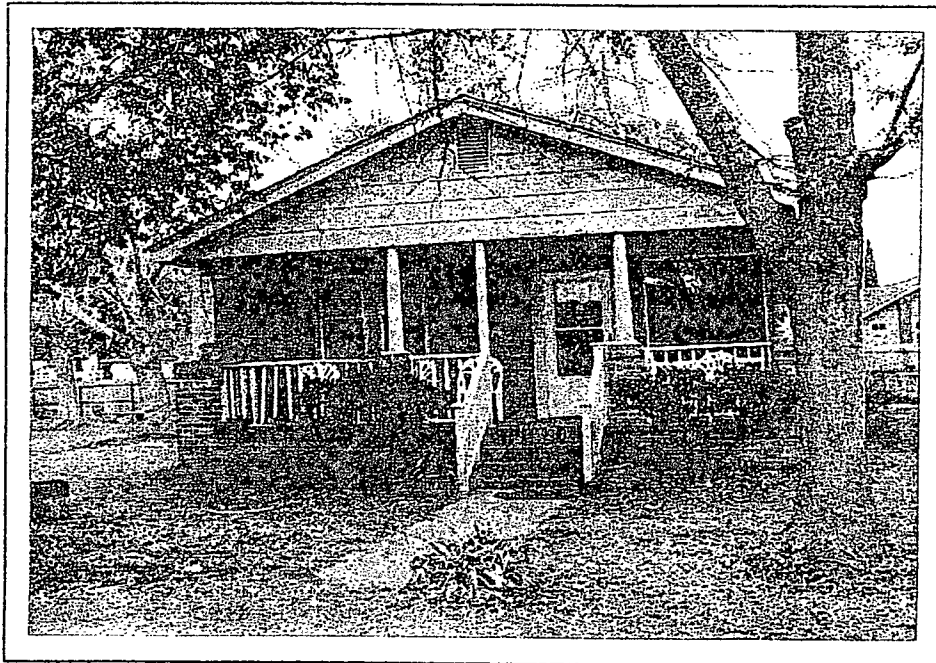
The signature(s) affixed to this report, and certification, were applied by the original appraiser(s) or supervisory appraiser and represent their acknowledgements of the facts, opinions and conclusions found in the report. Each appraiser(s) applied his or her signature electronically using a password encrypted method. Hence these signatures have more safeguards and carry the same validity as the individual's hand applied signature. If the report has a hand-applied signature, this comment does not apply.

APPRAISER:

Signature: Jennifer C Perry
Name: Jennifer Perry
Date Signed: February 24, 2012
State Certification #: CR 4772
or State License #: _____
State: SC
Expiration Date of Certification or License: 6/30/2012

SUPERVISORY APPRAISER ONLY IF REQUIRED:

Signature: Herbert R. Sass III
Name: Herbert R. Sass, III MAI, SRA
Date Signed: February 24, 2012
State Certification #: 554
or State License #: _____
State: SC
Expiration Date of Certification or License: 6/30/2012
☒ Did ☐ Did Not Insured Property



SUMMARY APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

1218 Gunn Ave
Charleston, SC 29407

for

Rogers Townsend Attorneys at Law
220 Executive Center Dr
Columbia, SC
29210

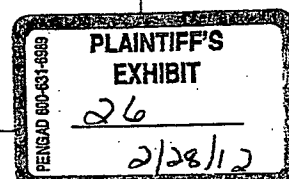
as of

02/21/2012

by

Jennifer Perry
21 GAMECOCK AVENUE, SUITE C
CHARLESTON, SC 29407

SASS, HERRIN & ASSOCIATES, INC.



Institute[®] Professionals Providing Real Estate Solutions		Summary Appraisal Report Residential	
AI Reports[™] Form AI-100.01		Appraisal Company: SASS, HERRIN & ASSOCIATES, INC.	
		Address: 21 GAMECOCK AVENUE, SUITE C, CHARLESTON, SC 29407	
		Phone: 843-766-7500 Fax: 843-571-6170 Web: www.sassherrin.com	
Appraiser: Jennifer Perry		Co-Appraiser: Herbert R. Sass, III MAI, SRA	
AI Membership: ☐ SRA ☐ MAI ☐ SRPA ☐ Associate member ☒ None		AI Membership: ☐ SRA ☒ MAI ☐ SRPA ☐ Associate member ☐ None	
E-mail: JPerry@sassherrin.com		E-mail: hsass@sassherrin.com	
Client: Rogers Townsend Attorneys at Law		Contact: Mr. Sean Foerster	
Address: 220 Executive Center Dr, Columbia, SC 29210			
Phone: 803-744-7855 Fax: 803-343-7017		Email: Sean.Foerster@rtt-law.com	
REAL ESTATE IDENTIFICATION			
Address: 1218 Gunn Ave			
City: Charleston		County: Charleston State: SC Zip: 29407	
Legal Description: Lot 322 and 323, Maryville			
Tax Parcel #: 418-05-00-279		RE Taxes: 2,011 Tax Year: 1406.89	
SUBJECT PROPERTY HISTORY			
Owner of Record: Vandora M Huggins-Edwards			
Description and analysis of sales within 3 years (minimum) prior to effective date of value: According to the tax records, the subject last sold 12/02/2004 for \$89,782.			
Description and analysis of agreements of sale (contracts), listings, and options: The subject is not listed, nor is it under contract or option to my knowledge.			
RECONCILIATIONS AND CONCLUSIONS			
Indicator of Value by Sales Comparison Approach		\$ 65,000	
Indicator of Value by Cost Approach		\$ N/A	
Indicator of Value by Income Approach		\$ N/A	
Final Reconciliation of the Methods and Approaches to Value: Our client instructed us to provide two value estimates. Appraisal 1 appraises the existing 10,000 SF subject property as if the neighboring home is not encroaching on the property. Appraisal 2 appraises the subject as the proposed 8,310 SF site which will eliminate the encroachment. Appraisal 2 value is subtracted from Appraisal 1 value to determine the loss in value incurred from the encroachment of the home on the neighboring lot. This appraisal is to be utilized in conjunction with File number B202068Q.			
Opinion of Value as of: 02/21/2012		\$ 65,000	
Subject to any hypothetical conditions or extraordinary assumptions stated in the Assignment Parameters section.			

 AIReports[™]

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11/05/05

SASS, HERRIN & ASSOCIATES, INC.

*NOTICE: The Appraisal Institute publishes this form for use by appraisers where the appraiser deems use of the form appropriate. Depending on the assignment, the appraiser may need to provide additional data, analysis and work product not called for in this form. The Appraisal Institute plays no role in completing the form and disclaims any responsibility for the data, analysis or any other work product provided by the individual appraisers.

ASSIGNMENT PARAMETERS		
Intended User(s): Rogers Townsend Attorneys at Law and/or assigns		
Intended Use: To Determine Loss of Value		
<i>This report is not intended by the appraiser for any other use or by any other user.</i>		
Type of Value:	Effective Date of Value: 02/21/2012	
Interest Appraised	☒ Fee Simple ☐ Leasehold ☐ Other:	
Hypothetical Conditions: (A hypothetical condition is that which is contrary to what exists, but is asserted by the appraiser for the purpose of analysis. Any hypothetical condition may affect the assignment results.) We are appraising the subject with the proposed redrawn property lines which eliminates the encroachment. The lot is proposed to be 8,310 SF.		
Extraordinary Assumptions: (An extraordinary assumption is directly related to a specific assignment and presumes uncertain information to be factual. If found to be false this assumption could alter the appraiser's opinions or conclusions. Any extraordinary assumption may affect the assignment results.) This appraisal is a drive by inspection, exterior only; square footage and interior composition are taken from MLS and tax records; the appraisal assumes the interior is in the same condition as observed by the appraiser on the exterior.		
In accordance with Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice (USPAP), this is a summary appraisal report.		
SCOPE OF WORK		
Definition: The scope of work is the type and extent of research and analysis in an assignment. Scope of work includes the extent to which the property is identified; the extent to which tangible property is inspected; the type and extent of data researched; and the type and extent of analysis applied to arrive at opinions or conclusions. The specific scope of work for this assignment is identified below and throughout this report.		
Inspection of Subject: Appraiser: ☐ None ☐ Interior ☒ Exterior ☒ Date of Inspection 02/21 Co-Appraiser: ☐ None ☐ Interior ☒ Exterior ☒ Date of Inspection 02/21 Living Area Measured: ☐ Yes ☒ No ☐ Other:	Data Sources Used: ☐ MLS ☒ Public Records ☒ Office Files ☐ Owner ☐ Plans & Specifications ☐ Purchase Agreement ☐ Other:	Approaches to Value Developed: Cost Approach: ☐ Is necessary and developed in this analysis ☒ Is applicable but not necessary and omitted in this analysis ☐ Is not applicable or necessary and omitted in this analysis Sales Comparison Approach: ☒ Is necessary and developed in this analysis ☐ Is applicable but not necessary and omitted in this analysis ☐ Is not applicable or necessary and omitted in this analysis Income Approach: ☐ Is necessary and developed in this analysis ☐ Is applicable but not necessary and omitted in this analysis ☒ Is not applicable or necessary and omitted in this analysis
Additional Scope of Work Comments: The purpose of this assignment is to determine the diminution in value to the subject property due to the encroachment of the home of the neighboring lot. The subject lot was approximately 100' by 100' or 10,000 SF. The proposed boundary lines are 100' by 83.6' or 8,310 SF. The proposed lot is 1,690 SF less than the existing lot. We utilized the same three comparables for both scenarios. This appraisal is a drive by inspection, exterior only; square footage and interior composition are taken from MLS and tax records; the appraisal assumes the interior is in the same condition as observed by the appraiser on the exterior.		
Significant Real Property Appraisal Assistance: ☒ None ☐ Disclosure Name(s) and contribution:		

MARKET AREA ANALYSIS																															
Location ☐ Urban ☒ Suburban ☐ Rural	Built Up ☐ Under 25% ☒ 25-75% ☐ Over 75%	Growth ☐ Rapid ☒ Stable ☐ Slow	Supply & Demand ☐ Shortage ☒ In Balance ☐ Over Supply	Value Trend ☐ Increasing ☒ Stable ☐ Decreasing	Typical Marketing Time ☐ Under 3 Months ☒ 3-6 Months ☐ Over 6 Months																										
Neighborhood Single Family Profile <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Price</td> <td style="width: 50%;">Age</td> </tr> <tr> <td>15,000</td> <td>Low</td> </tr> <tr> <td>260,000</td> <td>High</td> </tr> <tr> <td>123,000</td> <td>Predominant</td> </tr> <tr> <td></td> <td>New</td> </tr> <tr> <td></td> <td>77</td> </tr> <tr> <td></td> <td>50</td> </tr> </table>		Price	Age	15,000	Low	260,000	High	123,000	Predominant		New		77		50	Neighborhood Land Use <table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">1 Family</td> <td style="width: 25%;">80.0%</td> <td style="width: 25%;">Commercial</td> <td style="width: 25%;">5.0%</td> </tr> <tr> <td>Condo</td> <td>5.0%</td> <td>Vacant</td> <td>5.0%</td> </tr> <tr> <td>Multifamily</td> <td>5.0%</td> <td>Other</td> <td>%</td> </tr> </table>		1 Family	80.0%	Commercial	5.0%	Condo	5.0%	Vacant	5.0%	Multifamily	5.0%	Other	%	Neighborhood Name: Maryville PUD ☐ Condo ☐ HOA: \$ N/A / Amenities: N/A	
Price	Age																														
15,000	Low																														
260,000	High																														
123,000	Predominant																														
	New																														
	77																														
	50																														
1 Family	80.0%	Commercial	5.0%																												
Condo	5.0%	Vacant	5.0%																												
Multifamily	5.0%	Other	%																												
Market area description and characteristics: The subject neighborhood is bounded by Highway 61 to the north, Sycamore Avenue to the east, Highway 17 to the south and Playground Rd to the west.																															
Maryville is a suburb of Charleston in the West Ashley area that was originally developed between 1940 to 1960. The subject is within one mile of recreational facilities, and convenience to shopping, schools, places of worship and employment centers is very good. Marketability in the area is considered to be average.																															
We performed a market analysis of homes within a 1 mile radius of the subject that were within 20% of the subject size (1019 SF to 1529 SF). There are 45 listings ranging in list price from \$59,000 to \$258,000 and averaging \$151,812. The average CDOM for listings is 191. There is one pending sale with a list price of \$59,900. Over the past year, there have been 52 sales averaging in sales price from \$15,000 to \$252,000 and averaging \$122,853. The average CDOM for sales is 141.																															
SITE ANALYSIS																															
Dimensions: 100' x 100' Approximate			Area: 10000 SF Approximate																												
View: Ave Interior			Shape: Square																												
Drainage: Appears adequate			Utility: Good Residential Lot																												
Site Similarity/Conformity To Neighborhood			Zoning/Deed Restriction																												
Size: ☐ Smaller than Typical ☐ Typical ☒ Larger than Typical	View: ☐ Favorable ☒ Typical ☐ Less than Favorable	Zoning: SR-2 Single Family Res ☒ Legal ☐ No Zoning ☐ Legal, non-conforming ☐ Illegal		Covenants, Condition & Restrictions: ☐ Yes ☒ No ☐ Unknown Documents Reviewed ☐ Yes ☒ No Ground Rent: \$ None /																											
Utilities <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Electric</td> <td style="width: 50%;">Public ☒ Other ☐</td> </tr> <tr> <td>Gas</td> <td>Public ☒ Other ☐</td> </tr> <tr> <td>Water</td> <td>Public ☒ Other ☐</td> </tr> <tr> <td>Sewer</td> <td>Public ☒ Other ☐</td> </tr> </table>			Electric	Public ☒ Other ☐	Gas	Public ☒ Other ☐	Water	Public ☒ Other ☐	Sewer	Public ☒ Other ☐	Off Site Improvements <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Street</td> <td style="width: 50%;">Public ☒ Private ☐ Asphalt</td> </tr> <tr> <td>Alley</td> <td>Public ☐ Private ☐ None</td> </tr> <tr> <td>Sidewalk</td> <td>Public ☐ Private ☐ None</td> </tr> <tr> <td>Street Lights</td> <td>Public ☒ Private ☐</td> </tr> </table>			Street	Public ☒ Private ☐ Asphalt	Alley	Public ☐ Private ☐ None	Sidewalk	Public ☐ Private ☐ None	Street Lights	Public ☒ Private ☐										
Electric	Public ☒ Other ☐																														
Gas	Public ☒ Other ☐																														
Water	Public ☒ Other ☐																														
Sewer	Public ☒ Other ☐																														
Street	Public ☒ Private ☐ Asphalt																														
Alley	Public ☐ Private ☐ None																														
Sidewalk	Public ☐ Private ☐ None																														
Street Lights	Public ☒ Private ☐																														
Site description and characteristics: The subject is Lots 322 & 323 with one tax map number. It is an approximate 100' by 100' or 10,000 SF lot. It is zoned SR-2, Single Family Residential. However, per zoning requirements, the minimum lot size for lots zoned SR-2 is 6,000 SF. Therefore, the subject could not be subdivided into two lots. As previously stated, the home on Lot 324 encroaches the subject property. We have a plat titled "PRELIMINARY PLAT SHOWING A RESURVEY AND PROEPRTY LINE ADJUSTMENT AT LOTS 322, 323 AND 324 IN MARRYVILLE, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA,". According to this plat, the subject lot would contain 8,310 SF and would eliminate the encroachment.																															
The subject is located in flood zone X. This is shown on FEMA flood map panel 45019C0511J, dated 11/17/2004.																															

IMPROVEMENTS ANALYSIS												
General:		Design: Ranch		No. of Units		No. of Stories		Actual Age 67		Effective Age 30		
☒ Existing	☐ Under Construction	☐ Proposed	☐ Attached	☒ Detached	☐ Manufactured	☐ Modular						
Other: The subject is one story.												
Exterior Elements:		Roofing: Comp. Shingles		Siding: Brick Veneer		Windows: Wood D/H						
☐ Patio None	☐ Deck None	☒ Porch Covered	☐ Pool None	☐ Fence Metal								
Other: The subject is a brick home. It has a covered porch on the front.												
Interior Elements:		Flooring: Unknown		Walls: Unknown		FP# Unknown						
Kitchen:	☐ Refrigerator	☐ Range	☐ Oven	☐ Fan/Hood	☐ Microwave	☐ Dishwasher	Counter tops:					
Other: This is an exterior only inspection. The interior elements are unknown.												
Foundation:		☒ Crawl Space	☐ Slab	☐ Basement	Foundation							
Other: The subject is built on a crawl space foundation.												
Attic:		☐ None	☐ Scuttle	☐ Drop Stair	☐ Stairway	Finish						
Mechanicals:		HVAC: FWA		Fuel: Gas		Air Conditioning: Window						
Car Storage:		☒ Driveway: 2	☐ Garage:	☐ Carport:	Finished:							
Other Elements:		The subject appears to not have central air conditioning, but is cooled by window units.										
This is an exterior only inspection. We obtained information from office files, public records and inspection from the street.												
Above Grade Gross Living Area (GLA)												
	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bdms	# Baths	Utility	Other	Area	Sq. Ft.
Level 1												
Level 2												
Finished area above grade contains: ☐ 4 Bedroom(s) ☐ 1.00 Bath(s) ☐ 1,274 Sq. Ft. of GLA												
Summarize above grade improvements: We do not know the layout of the interior floor plan. However, number of bedrooms and bathrooms was taken from tax records. There is a detached storage building on the property.												
Below Grade Area or Other Living Area												
	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bdms	# Baths	Utility	% Finished	Area	Sq. Ft.
Below Grade												
Other Living Area												
Summarize below grade and/or other living area improvements: None												
Discuss physical depreciation and functional or external obsolescence: The subject has been well maintained. No extraordinary depreciation or functional obsolescence was noted.												
Discuss style, quality, condition, size, and value of improvements including conformity to market area: The subject conforms to the area. It appears to be in fair condition.												
HIGHEST AND BEST USE ANALYSIS												
☒ Present Use ☐ Proposed Use ☐ Other: _____												
Summary of highest and best use analysis: The current use as residential yields the highest return to the land, so the highest and best use is residential.												

SALES COMPARISON APPROACH									
ITEM	SUBJECT		COMPARISON NO. 1		COMPARISON NO. 2		COMPARISON NO. 3		
Address	1218 Gunn Ave Charleston		1240 Ravenel Dr Charleston		28 Anita Dr Charleston		830 Minnie St Charleston		
Proximity to Subject			0.78 miles S		0.50 miles SE		0.74 miles E		
Final List Price	N/A		100,000		119,000		88,453		
Sale Price	N/A		88,000		115,000		90,000		
Sale-To-List Price Ratio	N/A		0.880000		0.966387		1.017490		
Closing Date	N/A		10/28/2011		07/20/2011		06/01/2011		
Days On Market	N/A		18		521		21		
Price/Gross Living Area	N/A		53.01		108.90		96.15		
Data Source/ Verification	Ext Inspect Crthse Rec		MLS#1121147 Crthse Rec		MLS#1001125 Crthse Rec		MLS#1108384 Crthse Rec		
	DESCRIPTION		DESCRIPTION	+(-)\$ Adjustment	DESCRIPTION	+(-)\$ Adjustment	DESCRIPTION	+(-)\$ Adjustment	
Financing Type	N/A		Conventional		Conventional		FHA		
Concessions	N/A		Closing Cost	-2,250	Closing Cost	-3,450	Closing Cost	-3,150	
Contract Date	N/A		09/27/2011		06/21/2011		04/22/2011		
Location	Maryville		W Oak Forest		Magnolia	-10,000	Ashleyville		
Site Size	8310 SF		11625 SF	-9,945	10500 SF	-6,570	4140 SF	+12,510	
Site Views/Appeal	Interior/Avg		Interior/Avg		Interior/Avg		Interior/Avg		
Design and Appeal	1 Sty/Rnch		1 Sty/Rnch		1 Sty/Rnch		1 Sty/Rnch		
Quality of Construction	BV/Crwl/Avg		Blck/Sib/Avg	+5,000	Wd/Sib/Avg	+5,000	BV/Crwl/Avg		
Age	67		62		60		40		
Condition	Fair		Fair		Average	-15,000	Good/Average	-30,000	
Above Grade Bedrooms	Bedrooms 4		Bedrooms 3		Bedrooms 2		Bedrooms 3		
Above Grade Baths	Baths 1.00		Baths 2.00	-8,000	Baths 1.00		Baths 1.10	-4,000	
Gross Living Area	1,274 Sq.Ft.		1,660 Sq.Ft.	-9,650	1,056 Sq.Ft.	+5,450	936 Sq.Ft.	+8,450	
Below Grade Area	None		None		None		None		
Below Grade Finish									
Other Living Area	None		None		None		None		
Functional Utility	Avg		Avg		Avg		Avg		
Heating/Cooling	FWA/Window		FWA/Window		FWA/Central	-4,000	FWA/Central	-4,000	
Car Storage	Off Street		Off Street		Off Street		1 Car Carport	-1,500	
Porches/Decks	CPch		CPch		CStp	+1,000	CStp	+1,000	
Fences/Pools/Etc	MtlFnce/Strge		MtlFnce/Strge		MtlFnce/Strge		None	+1,000	
Fireplace	No Fireplace		1 Fireplace	-1,500	No Fireplace		No Fireplace		
Net Adj. (total)			+ X - \$	-26,345	+ X - \$	-27,570	+ X - \$	-19,690	
Adjusted Sale Price	Gross/Net	41% / -30%\$	61,655	44% / -24%\$	87,430	73% / -22%\$	70,310		
Comments and reconciliation of the sales comparison approach: As previously stated, the second of the two appraisals values the subject under the hypothetical condition that the subject is an 8,310 SF. We have included three closed sales and two active listings for comparison. After adjustments, the five comparables indicated adjusted prices of \$61,655, \$87,430, \$70,310, \$74,751 and \$106,546, respectively. We have placed most emphasis on Comps 1, 2 and 3 with additional support from the two listings. *** See Additional Comments ***									
The FNMA guidelines were exceeded; however, this does not adversely affect the subject.									
Indication of Value by Sales Comparison Approach						\$ 65,000			

SASS, HERRIN & ASSOCIATES, INC.

City Charleston		County Charleston		State SC		Zip Code 29407	
Lender/Client Rogers Townsend Attorneys at Law							
ITEM	SUBJECT		COMPARISON NO. 4		COMPARISON NO. 5		COMPARISON NO. 6
Address	1218 Gunn Ave Charleston		1029 Mamie St Charleston		1123 Forbes Ave Charleston		
Proximity to Subject			0.54 miles E		0.19 miles E		
Final List Price	N/A		71,500		99,500		
Sale Price	N/A		71,500		99,500		
Sale-To-List Price Ratio	N/A		1.00		1.00		
Closing Date	N/A		LISTING		LISTING		
Days On Market	N/A		List Date 02/11/2012		List Date 02/02/2012		
Price/Gross Living Area	N/A		116.07		88.68		
Data Source/ Verification	Ext Inspect Crthse Rec		MLS#1203756 Crthse Rec		MLS#1202815 Crthse Rec		
	DESCRIPTION		DESCRIPTION		DESCRIPTION		DESCRIPTION
			+(-)\$ Adjustment		+(-)\$ Adjustment		+(-)\$ Adjustment
Financing Type	N/A		LISTING		LISTING		
Concessions	N/A		LISTING		LISTING		
Contract Date	N/A		LISTING		LISTING		
			-4,004		-5,572		
Location	Maryville		Maryville		Maryville		
Site Size	8310 SF		4875 SF		4704 SF		
			+10,305		+10,818		
Site Views/Appeal	Interior/Avg		Interior/Avg		Interior/Avg		
Design and Appeal	1 Sty/Rnch		1 Sty/Rnch		1 Sty/Rnch		
Quality of Construction	BV/Crwl/Avg		Wd/Crwl/Avg		Asb/Crwl/Avg		
			+2,500				
Age	67		62		64		
Condition	Fair		Average		Fair		
			-15,000				
Above Grade Bedrooms	Bedrooms	4	Bedrooms	2	Bedrooms	4	Bedrooms
Above Grade Baths	Baths	1.00	Baths	1.00	Baths	1.00	Baths
Gross Living Area	1,274 Sq. Ft.		616 Sq. Ft.		1,122 Sq. Ft.		Sq. Ft.
				+16,450		+3,800	
Below Grade Area	None		None		None		
Below Grade Finish							
Other Living Area	None		None		None		
Functional Utility	Avg		Avg		Avg		
Heating/Cooling	FWA/Window		FWA/Central		FWA/Window		
			-4,000				
Car Storage	Off Street		Off Street		Off Street		
Porches/Decks	CPch		CPch/Deck		CPch/Dek		
			-2,500		-2,500		
Fences/Pools/Etc	MtlFnce/Strge		WdFnce/Strge		MtlFnce		
			-500		+500		
Fireplace	No Fireplace		No Fireplace		No Fireplace		
Net Adj. (total)			X + - \$		X + - \$		
			3,251		7,046		
Adjusted Sale Price	Gross/Net		77% / 5% \$		23% / 7% \$		
			74,751		106,546		
Comments on Sales Comparison							

SASS, HERRIN & ASSOCIATES, INC.

COMMENTS ON SALES APPROACH

Prior Sales History

Comp 1 - No Sale in the Prior Year

Comp 2 - No Sale in the Prior Year

Comp 3 - 06/07/2010 \$44,000

Comp 4 - 04/21/2011 \$35,000

Comp 5 - 10/24/2006 \$28,000

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following assumptions and limiting conditions:

- This report is prepared using forms developed and copyrighted by the Appraisal Institute. However, the content, analyses, and opinions set forth in this report are the sole product of the appraiser. The Appraisal Institute is not liable for any of the content, analyses, or opinions set forth herein.
- No responsibility is assumed for matters legal in character or nature. No opinion is rendered as to title, which is assumed to be good and marketable. All existing liens, encumbrances and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear having responsible ownership and competent management.
- I have examined the property described herein exclusively for the purposes of identification and description of the real property. The objective of our data collection is to develop and opinion of the highest and best use of the subject property and make meaningful comparisons in the valuation of the property. The appraiser's observations and reporting of the subject improvements are for the appraisal process and valuation purposes only and should not be considered as a warranty of any component of the property. This appraisal assumes (unless otherwise specifically stated) that the subject is structurally sound and all components are in working condition.
- I will not be required to give testimony or appear in court because of having made an appraisal of the property in question, unless specific arrangements to do so have been made in advance, or as otherwise required by law.
- I have noted in this appraisal report any significant adverse conditions (such as needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) discovered during the data collection process in performing the appraisal. Unless otherwise stated in this appraisal report, we have no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as but not limited to, needed repairs deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and have assumed that there are no such conditions and make no guarantees or warranties express or implied. We will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental hazards, this appraisal report must not be considered as an environment assessment of the property. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable public and/or private sources that I believe to be true and correct.
- I will not disclose the contents of this appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice and/or applicable federal, state or local laws.
- The Client is the party or parties who engage an appraiser (by employment or contract) in a specific assignment. A party receiving a copy of this report from the client does not as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identified them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
- A true and complete copy of this report contains _____ pages including exhibits which are considered an integral part of the report. The appraisal report may not be properly understood without access to the entire report.
- If this valuation conclusion is subject to satisfactory completion, repairs, or alterations, it is assumed that the improvements will be completed competently and without significant deviation.

VALUE DEFINITION

☒ Market Value Definition (below)

☐ Alternate Value Definition (attached)

MARKET VALUE is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Impact in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: Appraisal Institute Dictionary of Real Estate Appraisal

SASS, HERRIN & ASSOCIATES, INC.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Standards of Professional Appraisal Practice* (USPAP).
- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- unless otherwise specified in the report, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- any personal inspection of the property that is the subject of this report is indicated in the Scope of Work.
- unless otherwise specified in the Scope of Work, no one provided significant real property appraisal assistance to the person signing this certification.

APPRAISAL INSTITUTE CERTIFICATION

Appraisal Institute Member Certify:

- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

Designated Appraisal Institute Member Certify:

- As of the date of this report, I ☒ have / ☐ have not completed the continuing education program of the Appraisal Institute.

Designated Appraisal Institute Member Certify:

- As of the date of this report, I ☒ have / ☐ have not completed the continuing education program of the Appraisal Institute.

APPRAISER:

Signature

Jennifer C. Perry

Name Jennifer Perry

Report Date 02/24/2012

or Certification # CR 4772 ST SC

or License # _____ ST _____

Expiration Date 6/30/2012

CO-APPRAISER:

Signature

Herbert R. Sass, III

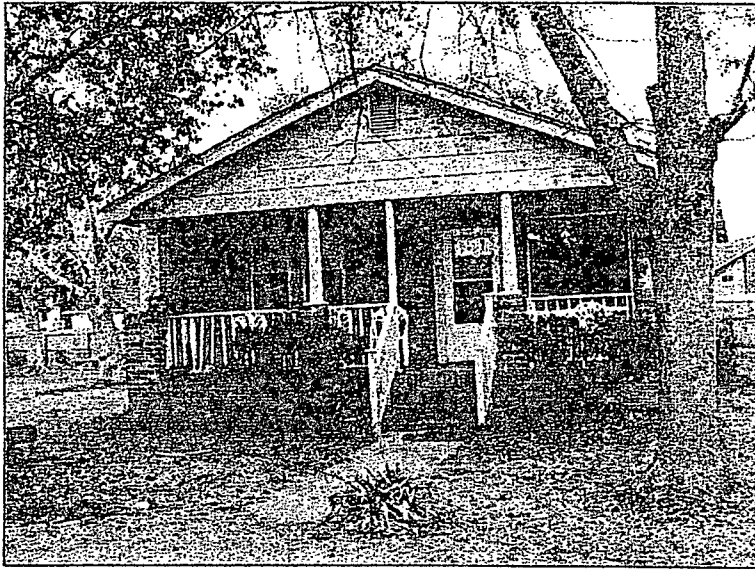
Name Herbert R. Sass, III MAIRS Date 02/24/2012

or Certification # 554 ST SC

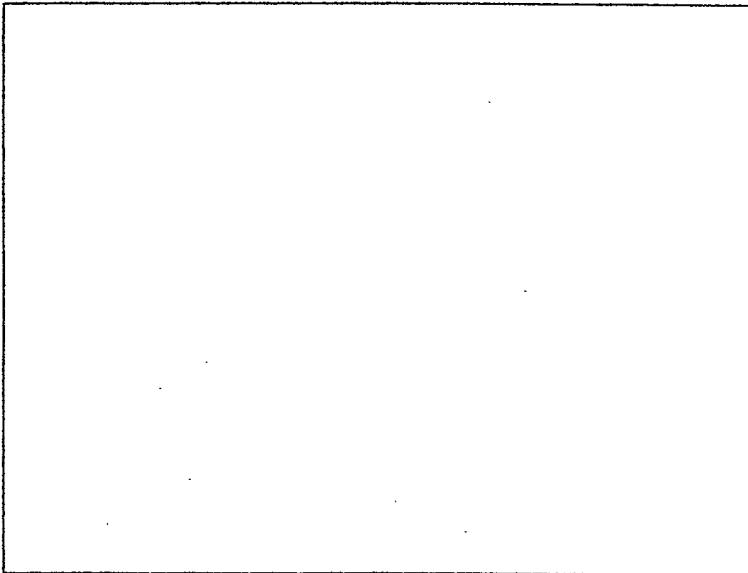
or License # _____ ST _____

Expiration Date 6/30/2012

SASS, HERRIN & ASSOCIATES, INC.



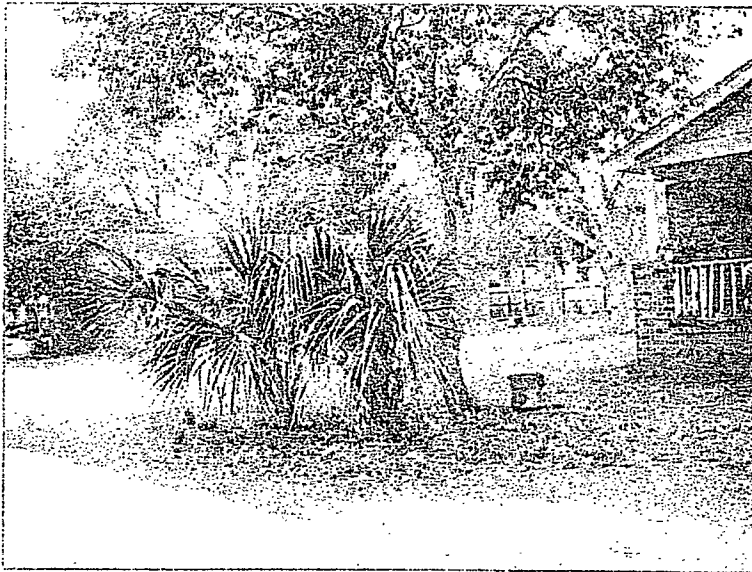
FRONT VIEW OF
SUBJECT PROPERTY



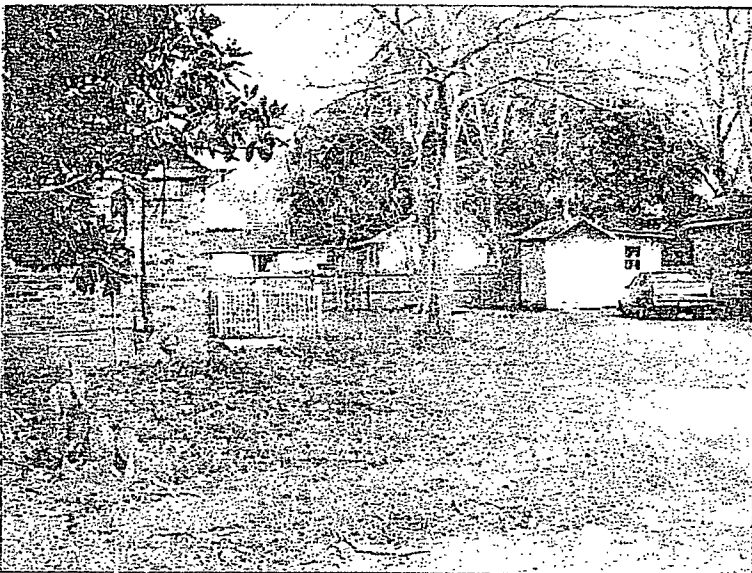
REAR VIEW OF
SUBJECT PROPERTY



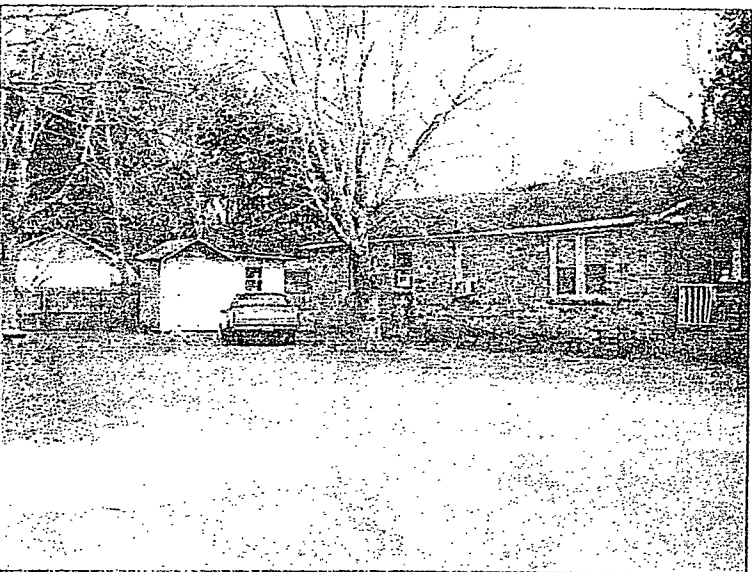
STREET SCENE OF
SUBJECT PROPERTY



1218 Gunn Ave
SUBJECT



1218 Gunn Ave
ENCROACHMENT



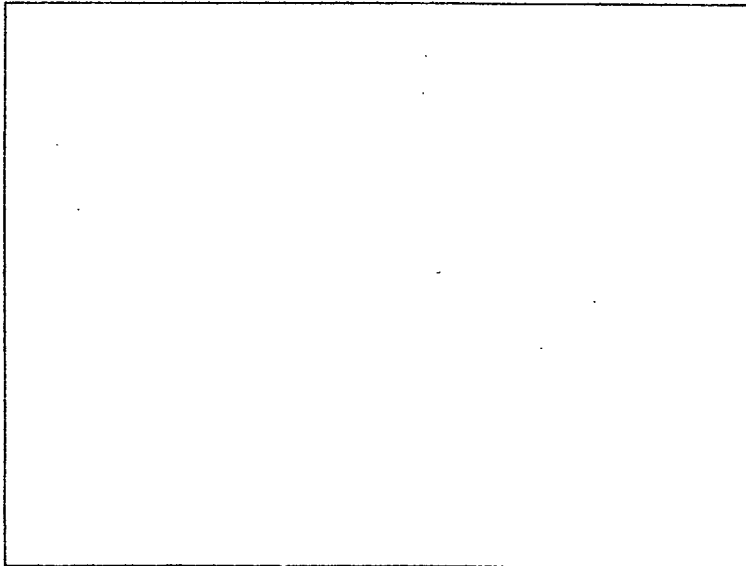
1218 Gunn Ave
VIEW OF LEFT SIDE OF HOME

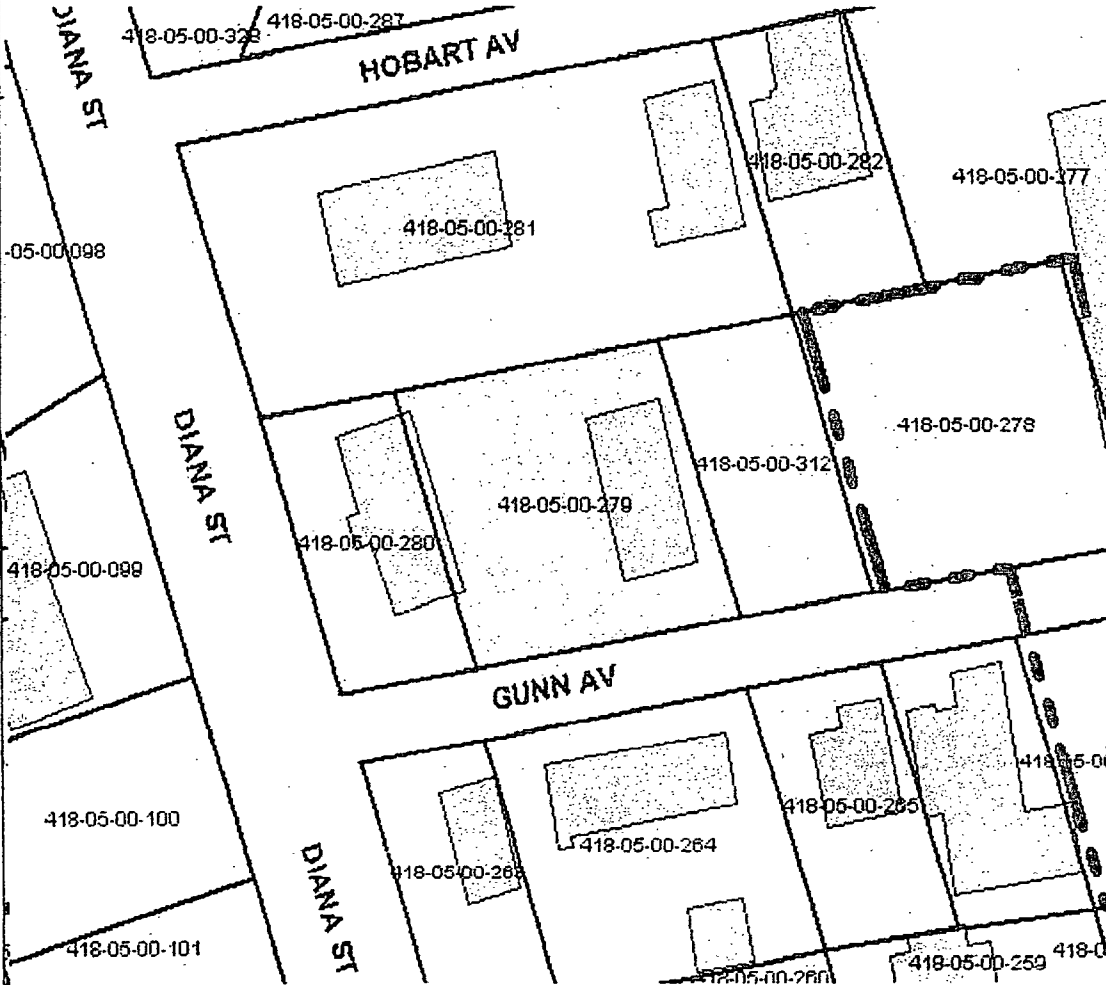


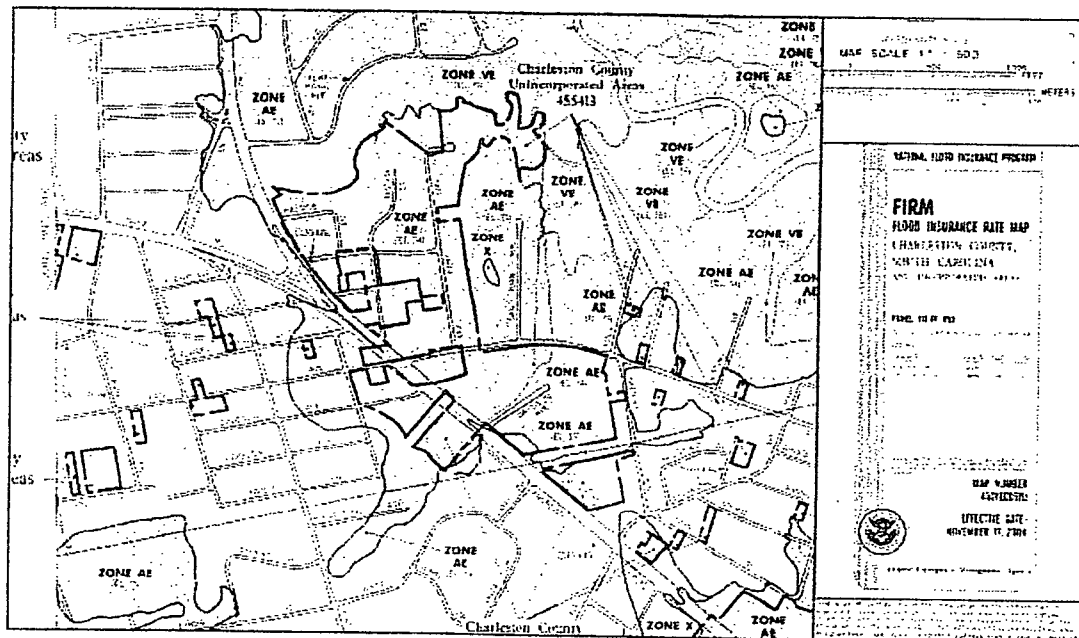
1218 Gunn Ave
ALTERNATE VIEW OF SUBJECT

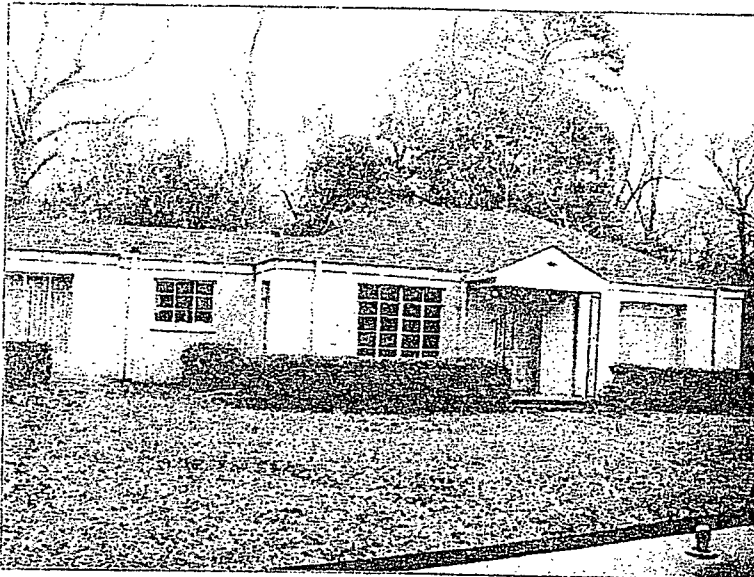


1218 Gunn Ave
ALTERNATE VIEW OF SUBJECT





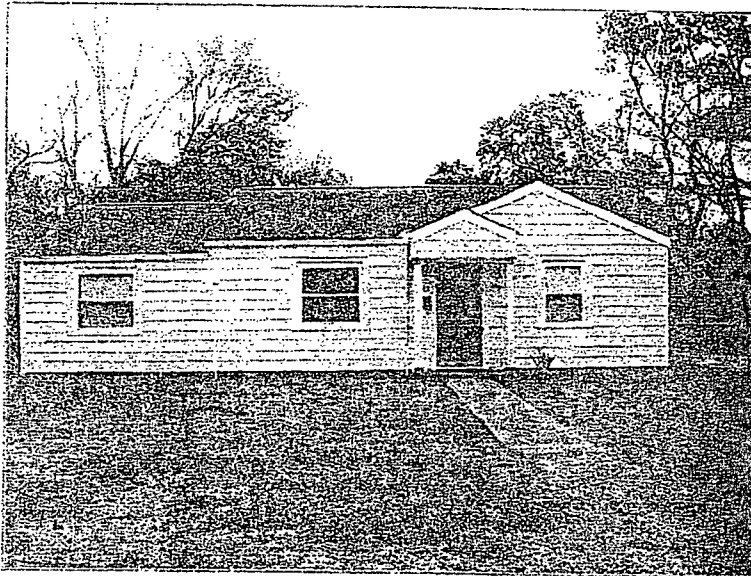




COMPARABLE #1

1240 Ravenel Dr
 Charleston

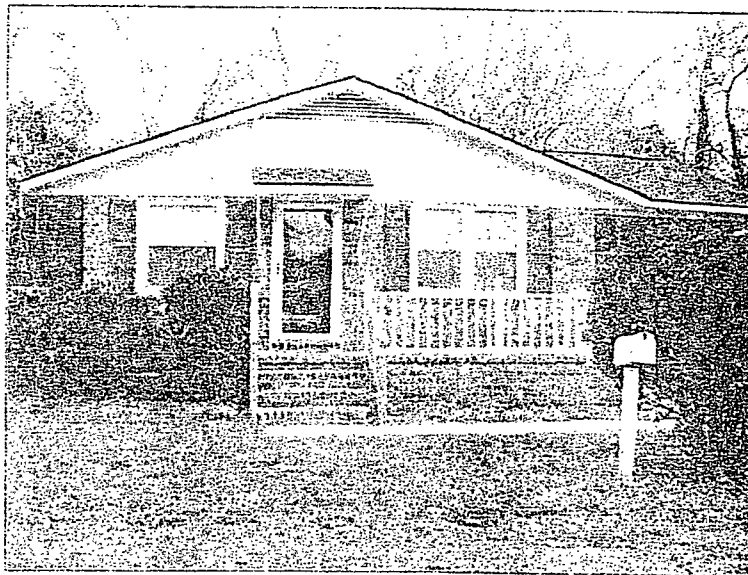
Price	\$88,000
Price/SF	53.01
Date	09/27/2011
Age	62
Room Count	3-2.00
Living Area	1,660
Value Indication	\$61,655



COMPARABLE #2

28 Anita Dr
 Charleston

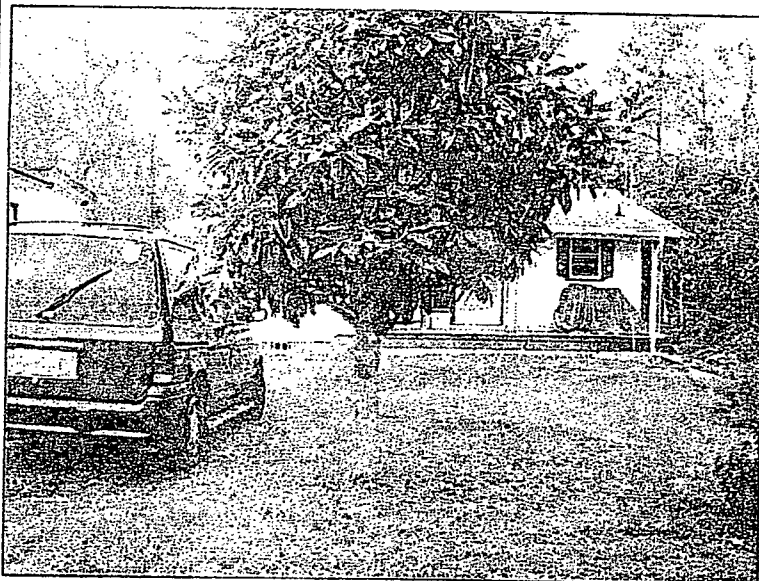
Price	\$115,000
Price/SF	108.90
Date	06/21/2011
Age	60
Room Count	2-1.00
Living Area	1,056
Value Indication	\$87,430



COMPARABLE #3

830 Minnie St
 Charleston

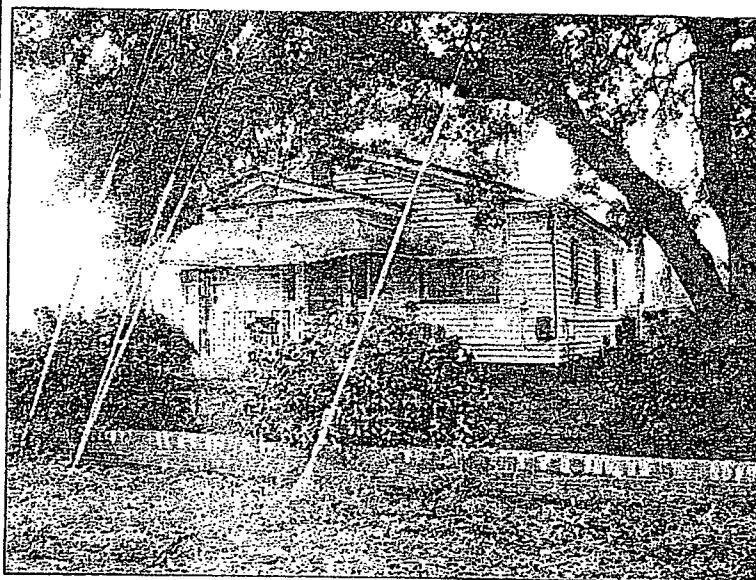
Price	\$90,000
Price/SF	96.15
Date	04/22/2011
Age	40
Room Count	3-1.10
Living Area	936
Value Indication	\$70,310



COMPARABLE #4

1029 Main St
Charleston

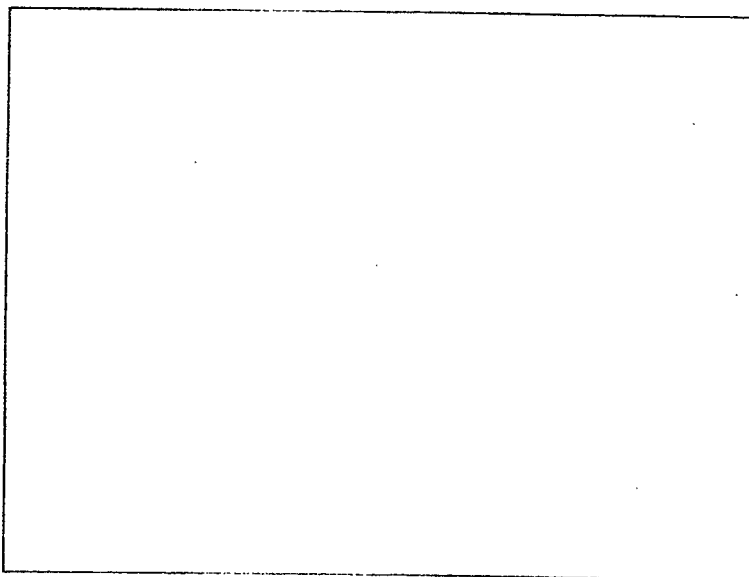
Price	\$71,500
Price/SF	116.07
Date	LISTING
Age	62
Room Count	2-1.00
Living Area	616
Value Indication	\$74,751



COMPARABLE #5

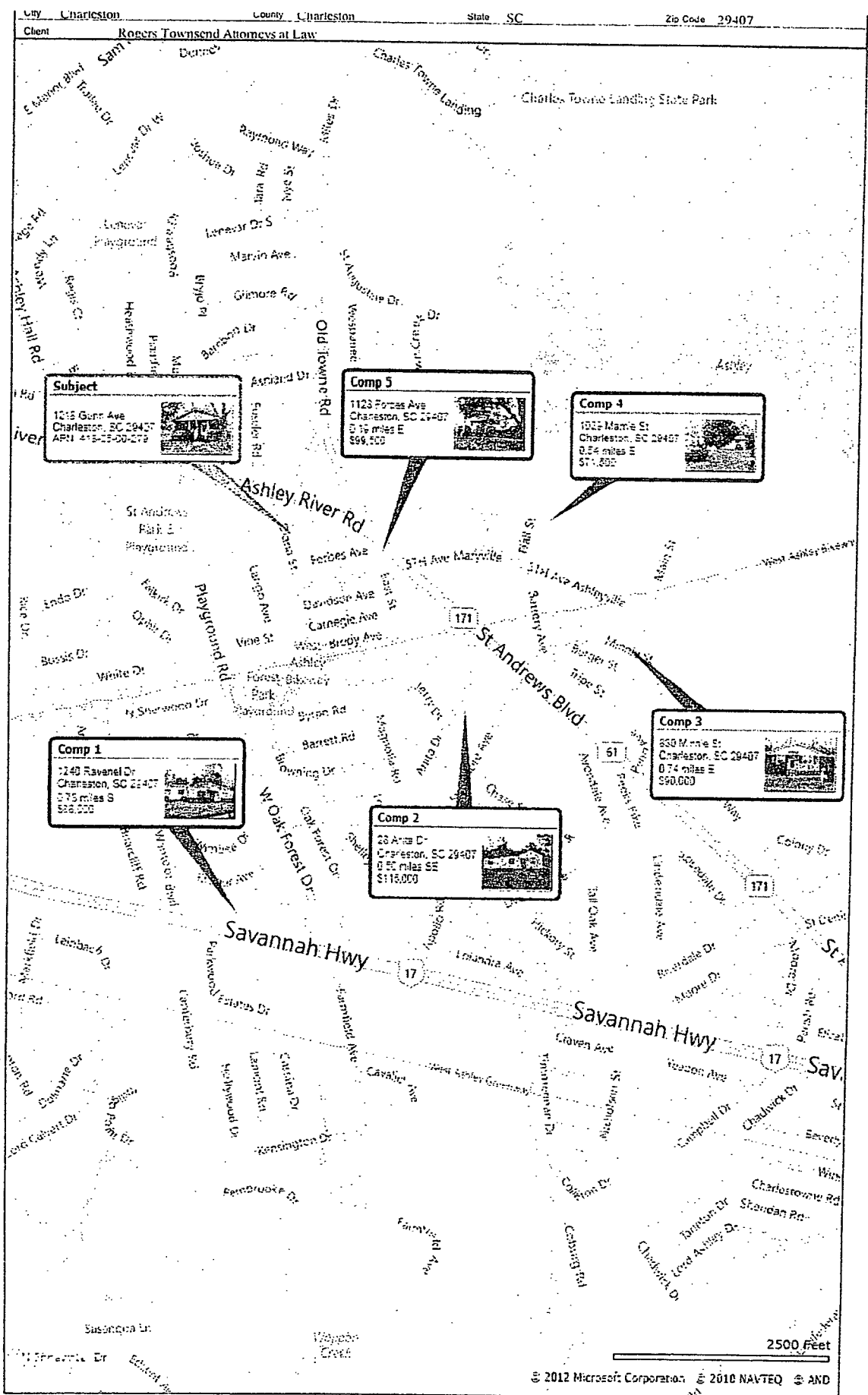
1123 Forbes Ave
Charleston

Price	\$99,500
Price/SF	88.68
Date	LISTING
Age	64
Room Count	4-1.00
Living Area	1,122
Value Indication	\$106,546



COMPARABLE #6

Price	\$
Price/SF	
Date	
Age	
Room Count	-
Living Area	
Value Indication	\$



DEFINITION OF INSPECTION:

The term "Inspection", as used in this report, is not the same level of inspection that is required for a "Professional Home Inspection". The appraiser does not fully inspect the electrical system, plumbing system, mechanical systems, foundation system, floor structure, or subfloor. The appraiser is not an expert in construction materials and the purpose of the appraisal is to make an economic evaluation of the subject property. If the client needs a more detailed inspection of the property, a home inspection, by a Professional Home Inspector, is suggested.

DIGITAL SIGNATURES:

The signature(s) affixed to this report, and certification, were applied by the original appraiser(s) or supervisory appraiser and represent their acknowledgements of the facts, opinions and conclusions found in the report. Each appraiser(s) applied his or her signature electronically using a password encrypted method. Hence these signatures have more safeguards and carry the same validity as the individual's hand applied signature. If the report has a hand-applied signature, this comment does not apply.

APPRAISER:

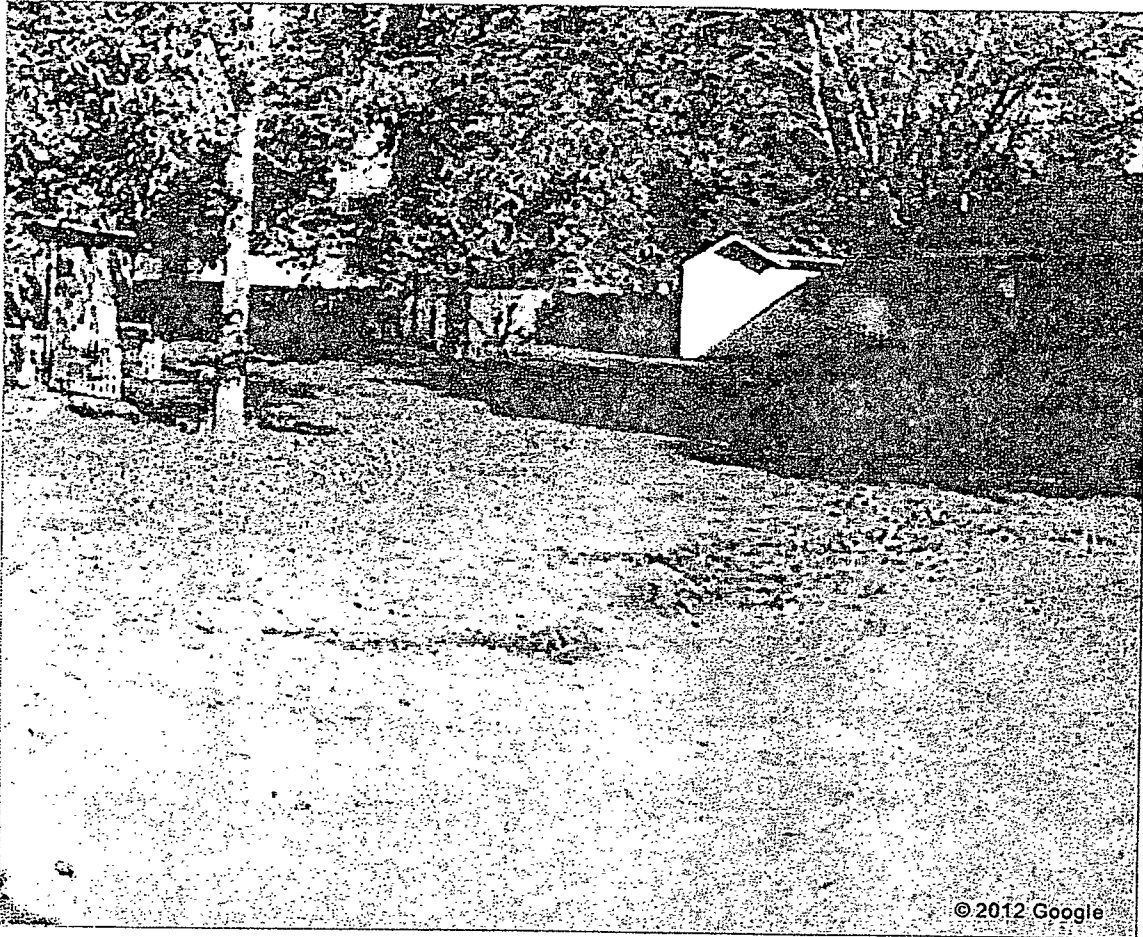
Signature: Jennifer C. Perry
Name: Jennifer Perry
Date Signed: February 24, 2012
State Certification #: CR 4772
or State License #: _____
State: SC
Expiration Date of Certification or License: 6/30/2012

SUPERVISORY APPRAISER (ONLY IF REQUIRED):

Signature: Herbert R. Soss III
Name: Herbert R. Soss, III, MAI, SRA
Date Signed: February 24, 2012
State Certification #: 554
or State License #: _____
State: SC
Expiration Date of Certification or License: 6/30/2012
☒ Did ☐ Did Not Inspect Property

Save trees. Go green!

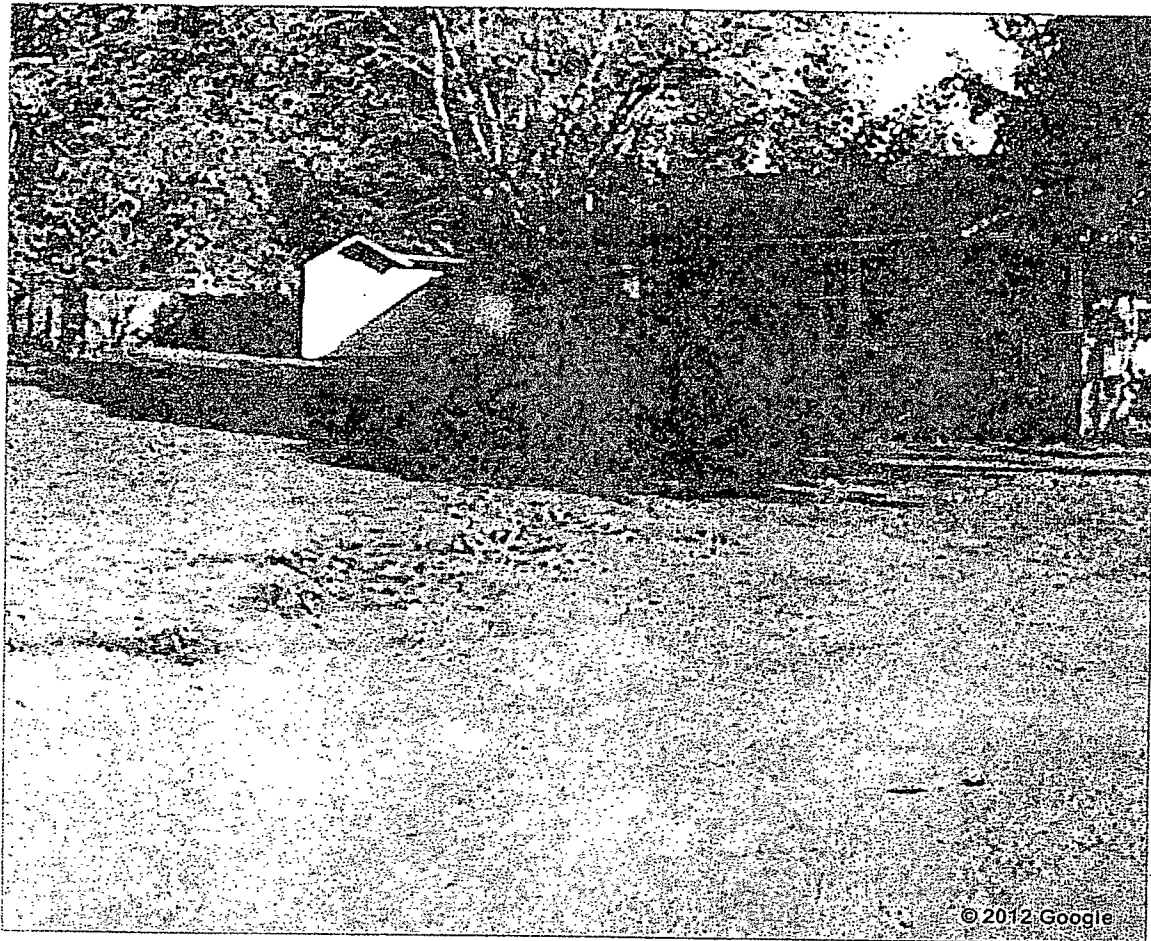
Download Google Maps on your
phone at google.com/gmm



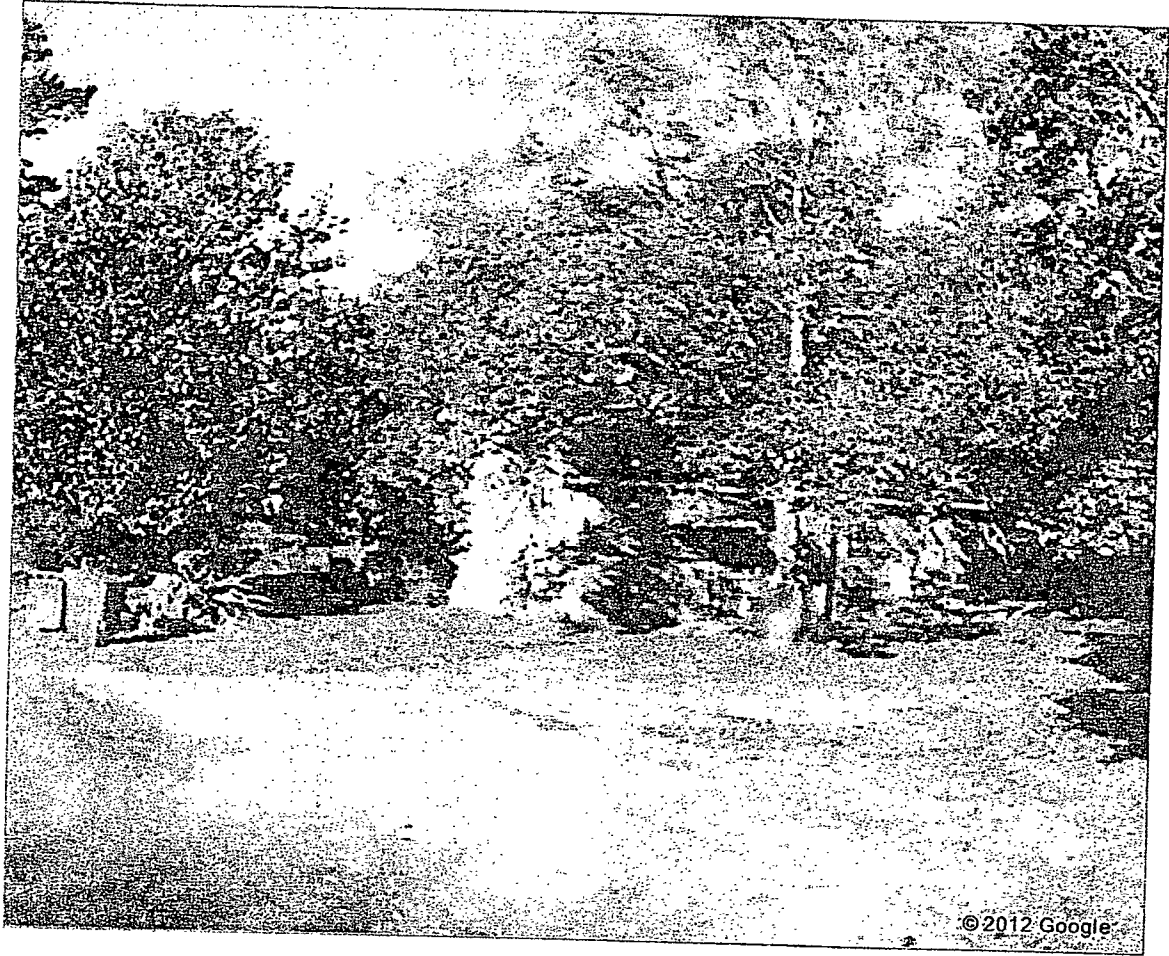
maps.google.com/maps?f=q&source=s...

Save trees. Go green!

Download Google Maps on your
phone at google.com/gmm



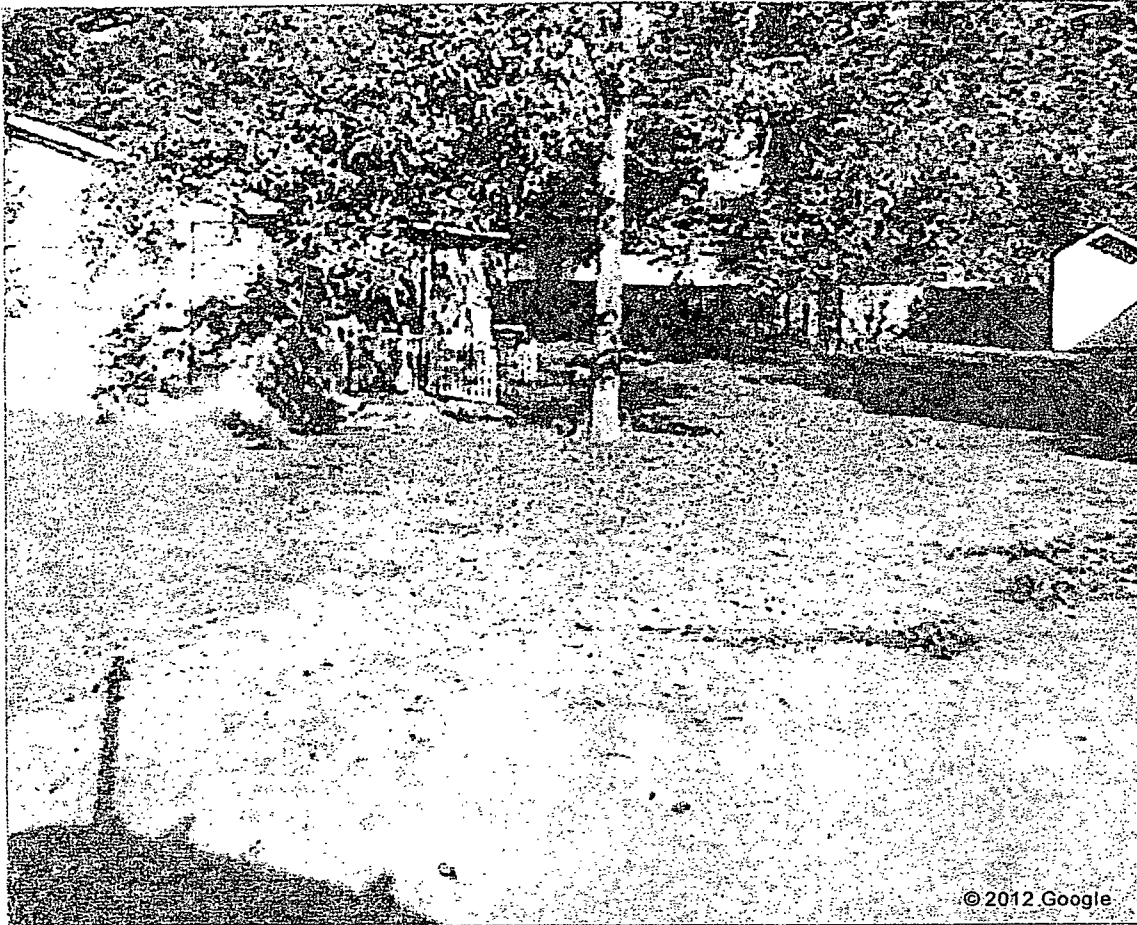
© 2012 Google



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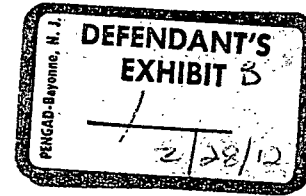
Save trees. Go green!

Download Google Maps on your
phone at google.com/gmm



© 2012 Google

State of South Carolina,



KNOW ALL MEN BY THESE PRESENTS, THAT

I, DOROTHY M. DUBLIN

in the State aforesaid for/and in consideration of the sum of
Four Thousand and No/100 (\$4,000.00) DOLLARS,

to me in hand paid at and before the sealing of these presents by HENRY B. HUGGINS,
 1218 Gunn Avenue, Charleston, South Carolina 29407

in the State aforesaid the receipt whereof is hereby
 acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and
 release unto the said Henry B. Huggins, his heirs and assigns

ALL that certain lot, piece or parcel of land, with the building and improvements
 thereon, situate, lying and being in the Town of Maryville, St. Andrew's Parish,
 Charleston County, State aforesaid, and known as Lot 324; it being a portion of
 Lots #54 and #55 on a plat of Hillsboro made by Guerard in November, 1885, said
 lot being approximately fifty (50) feet by one hundred (100) feet.

BUTTING AND BOUNDING to the North on property now or formerly of J. S. and Eva
 Washington, to the East on property of Buster Huggins, to the South on Gunn Avenue
 and to the West on Diana Street.

BEING the same property that was conveyed to the Grantor herein by Deed of Emma
 Campbell dated July 24, 1956 and recorded August 9, 1956 in Book 0-62 at Page 152,
 R.M.C. Office for Charleston County.

TMS #41B-05-00-280

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said

HENRY B. HUGGINS, his Heirs and Assigns forever.

AND I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said Henry B. Huggins, his Heirs and Assigns, against me and my Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

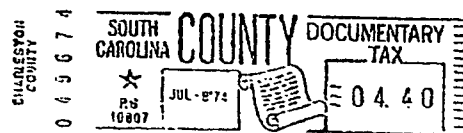
WITNESS my Hand and Seal, this 3rd day of July

in the year of our Lord one thousand nine hundred and seventy-four and in the one hundred and ninety-eighth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Harvey Brockington Jr.
Bachman S. Smith Jr.

Dorothy M. Dublin (L. S.)
Dorothy M. Dublin (L. S.)



The State of South Carolina,

CHARLESTON County.

PERSONALLY appeared before me Harvey Brockington Jr.
and made oath that he saw the within named DOROTHY M. DUBLIN
sign, seal, and as her act and deed, deliver the within written Deed,
and that he with Bachman S. Smith Jr.
witnessed the execution thereof.

SWORN to before me, this 3rd

day of July A.D. 1974

Bachman S. Smith Jr. (SEAL)
Notary Public of South Carolina
My Commission Expires: 5/12/80

Harvey Brockington Jr.

RENUNCIATION OF DOWER

FEMININE GRANTOR

The State of South Carolina,

County.

I, _____, a Notary Public for South Carolina
do hereby certify unto all whom it may concern, that Mrs. _____
the wife of the within named _____
did this day appear before me, and upon being privately and separately examined by me, did declare that she does
freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, re-
lease and forever relinquish unto the within named _____

Heirs and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular
the premises within mentioned and released.

Given under my Hand and Seal, this _____ day of _____ Anno Domini 19____

(SEAL)

Notary Public of South Carolina
My Commission Expires:

BOOK U104 PAGE 134

Brookinton & Brookinton

Filed, Indexed and Recorded
July 3 1974 4:15
DATE TIME
Book U104 Page 134

Arthur C. Burton

Register Mesne Conveyance
Charleston County, S. C.

TMS VERIFIED
BAC *Office*
DID 7-8-74

Tms 418-05-00-280

1.75
8.00
4.40
14.15

State of South Carolina,

COUNTY OF CHARLESTON

DOROTHY M. DUBLIN

TO

HENRY B. HUGGINS

TITLE TO REAL ESTATE

Filed _____ day
of _____ A.D. 19____
at _____ o'clock _____ M.
and recorded in Book _____
Page _____, Fee, \$ _____

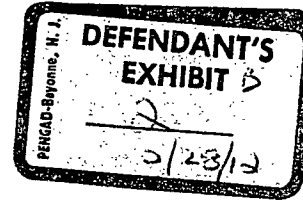
R. M. C. or Clerk Court C.P. & G. S.
County, S.C.

Recorded this 7-8 day
of July, 1974
in book Property record card
Fee, \$ _____
Auditor Pauline J. Rogers
Charleston County, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

PROBATE COURT

IN THE MATTER OF HENRY BUSTER HUGGINS, JR.
CASE NUMBER 93-ES-10-1108



DEED OF DISTRIBUTION

WHEREAS, Henry Buster Huggins, Jr. died on the 1st day of December, 1981; and,

WHEREAS, the estate of the decedent is being administered in the Probate Court for Charleston County, South Carolina in File # 93-ES-10-1108; and,

WHEREAS, this grant has been approved by the Probate Court; and,

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

NOW, THEREFORE, in accordance with the laws of the State of South Carolina, the Personal Representative has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release to the following in the percentages set out adjacent to each name, as undivided interests as tenants in common and in an agreement settling the estate litigation:

Minnie Huggins Martin Luther King Gardens Building 5, Apartment 1-B 164 Washington Avenue Poughkeepsie, NY 12601	30% undivided interest as tenant in common	Sharon H. Smack 1957 Boeing Avenue Charleston, SC 29407	6% undivided interest as tenant in common
Michelle Huggins 2663 Heath Avenue Apt. 17-D Bronx, NY 10463	6% undivided interest as tenant in common	Dewayne Dixon 1534 Selwyn Avenue Apt. 6-K Bronx, NY 10459	6% undivided interest as tenant in common
Andrienne Huggins Cotton Martin Luther King Gardens Building 5, Apartment 1-B 164 Washington Avenue Poughkeepsie, NY 12601	6% undivided interest as tenant in common	Derwin Huggins 47 St. Nicholas Avenue P.O. Box 750 New York, NY 10026	6% undivided interest as tenant in common
		John Kachmarsky 171 Church Street Charleston, SC 29401	40% undivided interest as tenant in common

the following described property:

ALL that certain lot, piece or parcel of land, with the building and improvements thereon, situate, lying and being in the Town of Maryville, St. Andrew's Parish, Charleston County, State aforesaid, and known as Lot 324; it being a portion of Lots #54 and #55 on a plat of Hillsboro made by Guerard in November, 1885, said lot being approximately fifty (50) feet by one hundred (100) feet.

BUTTING AND BOUNDING to the North on property now or formerly of J.S. and Eva Washington, to the East on property of Buster Huggins, to the South on Gunn Avenue and to the West on Diana Street.

Reference should be had to a deed to Henry B. Huggins dated July 3, 1974, and recorded in Book U-104 at Page 134, RMC Office for Charleston County.

TMS #418-05-00-280

BK M 400PG506

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises/Property belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises/Property unto the said Buster Huggins, Sr., his heirs and assigns forever.

IN WITNESS WHEREOF, the undersigned, as Personal Representative of the estate of the decedent, has executed this Deed, this 1st day of March, 1999. 2001

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Estate of: Henry Buster Huggins, Jr.

by Signature

Buster Huggins
Henry Buster Huggins, Sr., by
Personal Representative of the
Estate Buster Huggins

Witness:

Elizabeth J. England

Witness:

Ap. E. Bu

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me Suzanne E. Brown and made oath that he/she saw the within named Personal Representative(s) sign, seal, and as their act and deed, deliver the within written Deed, and that he/she with Elizabeth J. England witnessed the execution thereof.

Ap. E. Bu
Witness Signature

SWORN to before me this 1st
day of March, 1999. 2001

Suzanne E. Brown
Notary Public for South Carolina
My Commission Expires: 11-07-02

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

AFFIDAVIT

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

BK M 400PG507

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred BY: Buster Huggins, Personal Representative of the estate of Henry Buster Huggins, Jr.
To: Minnie Huggins, a 30% undivided interest as tenant in common; and to Michelle Huggins, Andrianne Huggins (Cotton), Sharon H. Smack, Dwayne Dixon, Derwin Huggins, all a 6% undivided interest as tenant in common; and John Kachmarsky, a 40% interest as tenant in common.
On: March 1, 2001.
3. Check on of the following: The DEED is
(a) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
(c) ☒ EXEMPT from the deed recording fee because conveyance to heirs.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____.
(b) ☐ The fee is computed on the fair market value of the realty which is \$ _____.
(c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check YES ☐ or NO ☐ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
(a) \$ _____ the amount listed in item 4 above.
(b) _____ the amount listed in item 5 above (if no amount, place zero).
(c) \$ _____ Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: _____
8. Check if Property other than Real Property is being transferred on this Deed.
(a) ☐ Mobile Home
(b) ☐ Other
9. ☒ DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of Henry Buster Huggins, Jr., deceased CASE NUMBER 93-ES-10-1108. Personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in the State of South Carolina; that (s)he has prepared the deed of Distribution for the Personal Rep. in the Estate of Henry Buster Huggins, Jr., deceased and that the grantee(s) therein are correct and conform to the estate file for the above name decedent.
10. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me this 12th
day of March, 2002.

[Signature]
Notary Public for SC

My Commission Expires 1-12-2011

[Signature]
Grantee, Grantor or Legal Representative connected
with this transaction
Charles H. Gibbs, Jr., Esquire
Print or Type Name Here

RECORDER'S PAGE

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the original document.

HAYNSWORTH SINKLER BOYD, P.A.
P.O. BOX 340
CHARLESTON, SC 29402



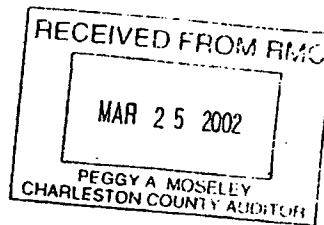
FILED

M400-505
2002 MAR 20 AM 9:30

CHARLES LYBRAND
REGISTER
CHARLESTON COUNTY SC

BK M 400PG508

Recording
Fee 10.00
State
Fee EXEMPT
County
Fee EXEMPT
Postage
TOTAL 10.00



**PID VERIFIED
BY ASSESSOR**

REP LMG

DATE 3/25/02

BK K388 Pg 300

STATE OF SOUTH CAROLINA)

QUIT CLAIM DEED

COUNTY OF CHARLESTON)

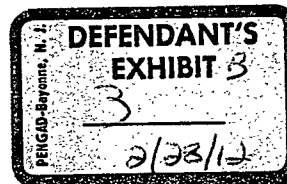
KNOW ALL MEN BY THESE PRESENTS that John Kachmarsky, Minnie Huggins, Sharon H. Smack, Michelle Huggins, Derwin Huggins, Dewayne Dixon, and Adrienne Huggins, for and in consideration of the sum of Five and 00/100 (\$5.00) Dollars and love and affection, to us in hand paid at and before the sealing of these presents by John Kachmarsky, Minnie Huggins, Sharon H. Smack, Michelle Huggins, Derwin Huggins, Dewayne Dixon, and Adrienne Huggins in the State aforesaid, the receipt whereof is hereby acknowledged, have remised, released and forever quit claimed unto the said Henry Buster Huggins, Sr. and Lucille Huggins for and during their natural lives, and upon the death of the survivor of them, an undivided remainder interest of forty percent (40%) to John Kachmarsky, thirty percent (30%) to Minnie Huggins, six percent (6%) to Sharon H. Smack, six percent (6%) to Michelle Huggins, six percent (6%) to Derwin Huggins, six percent (6%) to Dewayne Dixon, and six percent (6%) to Adrienne Huggins, their heirs and assigns, forever, the following described real property to wit:

ALL that certain lot, piece or parcel of land, with the building and improvements thereon, situate, lying and being in the Town of Maryville, St. Andrew's Parish, Charleston County, State aforesaid, and known as Lot 324; it being a portion of Lots #54 and #55 on a plat of Hillsboro made by Guerard in November, 1885, said lot being approximately fifty (50) feet by one hundred (100) feet.

BUTTING AND BOUNDING to the North on property now or formerly of J.S. and Eva Washington, to the East on property of Buster Huggins, to the South on Gunn Avenue and to the West on Diana Street. Reference should be had to a deed to Henry B. Huggins dated July 3, 1974, and recorded in Book U-104 at Page 134, RMC Office for Charleston County.

TMS #418-05-00-280

Grantee's Address: 1218 Gunn Avenue
Charleston, SC 29407



TOGETHER with, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Henry Buster Huggins, Sr., Lucille Huggins, their heirs and assigns, until the death of the survivor of them, and John Kachmarsky, Minnie Huggins, Sharon H. Smack, Michelle Huggins, Derwin Huggins, Dewayne Dixon, and Adrienne Huggins, their heirs and assigns, forever, so that neither the said John Kachmarsky, Minnie Huggins, Sharon H. Smack, Michelle Huggins, Derwin Huggins, Dewayne Dixon, and Adrienne Huggins, nor their heirs, nor any other person or persons, claiming under them, shall at any time hereafter, by any way or means, have claim or demand any right or title to the aforesaid premises or appurtenances, or any parcel thereof, forever.

OK K 388PG301

WITNESS my hand and seal this 7 day of August, 2001, in the year of our Lord, Two Thousand One.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Bonnie J. Schaffner
First Witness

Minnie Huggins (SEAL)
Minnie Huggins

[Signature]
Second Witness/Notary Public

STATE OF NEW YORK }
COUNTY OF Dutchess }

PERSONALLY APPEARED before me, the undersigned witness, and made oath that (s)he saw the within named Minnie Huggins sign, seal and as her act and deed, deliver the within written instrument, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

Bonnie J. Schaffner (SEAL)
First Witness

SWORN to and subscribed before me
this 7th day of August, 2001

[Signature]
LINDA R. MacISAAC
Notary Public, State of New York
No. 4808151
Qualified in Dutchess County
Notary Public for New York
Commission Expires June 30, 2002
My Commission Expires: _____

WITNESS my hand and seal this 14 day of May, 2001, in the year of our Lord, Two Thousand One.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Debra P. Evans

[Signature] (SEAL)
Sharon H. Smack

STATE OF SOUTH CAROLINA }
COUNTY OF CHARLESTON }

PERSONALLY APPEARED before me, the undersigned witness, and made oath that (s)he saw the within named Sharon H. Smack sign, seal and as her act and deed, deliver the within written instrument, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

[Signature] (SEAL)
FIRST WITNESS

SWORN to and subscribed before me
this 14 day of May, 2001

[Signature]
Notary Public for South Carolina
My Commission Expires: 10/28/2006

DEBRA P. EVANS
NOTARY PUBLIC SOUTH CAROLINA
MY COMMISSION EXPIRES OCT 28, 2006

WITNESS my hand and seal this 24 day of JUNE, 2001, in the year of our Lord, Two Thousand One.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Z - Miller

[Signature] (SEAL)
Michelle Huggins

STATE OF NEW YORK

COUNTY OF Bronx

PERSONALLY APPEARED before me, the undersigned witness, and made oath that (s)he saw the within named Michelle Huggins sign, seal and as her act and deed, deliver the within written instrument, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

[Signature] (SEAL)
FIRST WITNESS

SWORN to and subscribed before me
this 24 day of JUNE, 2001

[Signature]
Notary Public for New York
My Commission Expires: 3/4/2002

NOTARY PUBLIC, STATE OF NEW YORK
COMMISSION EXPIRES 3/4/02

BK K 388PG304

WITNESS my hand and seal this 4th day of APRIL, 2001, in the year of our Lord, Two Thousand One.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Jack L. Rosmarin

Derwin Huggins (SEAL)
Derwin Huggins

Debra P. G.

STATE OF NEW YORK }

COUNTY OF NEW YORK }

PERSONALLY APPEARED before me, the undersigned witness, and made oath that (s)he saw the within named Derwin Huggins sign, seal and as his act and deed, deliver the within written instrument, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

Jack L. Rosmarin (SEAL)
FIRST WITNESS

SWORN to and subscribed before me
this 4th day of APRIL, 2001

Jack L. Rosmarin
Notary Public for New York
My Commission Expires: MAY 31, 2001

JACK L. ROSMARIN
Notary Public, State of New York
No. 01RO4731919
Qualified in New York County
Commission Expires May 31, 2001

WITNESS my hand and seal this 14th day of March, 2001, in the year of our Lord, Two Thousand One.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Maria Walker

Dewayne Dixon (SEAL)
Dewayne Dixon

Lorenda Kany

STATE OF NEW YORK }
COUNTY OF Bronx }

PERSONALLY APPEARED before me, the undersigned witness, and made oath that (s)he saw the within named Dewayne Dixon sign, seal and as his act and deed, deliver the within written instrument, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

Maria Walker (SEAL)
FIRST WITNESS

SWORN to and subscribed before me
this 14 day of MARCH, 2001

R. D. O.

Notary Public for New York
My Comm. Expires July 31, 2001

No. 01ST4704514
Qualified in Bronx County

WITNESS my hand and seal this 30th day of July, 2001, in the year of our Lord, Two Thousand One.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Carlos Ventura
First Witness

Adrienne Huggins (SEAL)
Adrienne Huggins

Lindo S Fairweather
Second Witness/Notary Public

STATE OF NEW YORK }

COUNTY OF Bronx }

PERSONALLY APPEARED before me, the undersigned witness, and made oath that (s)he saw the within named Andrienne Huggins sign, seal and as her act and deed, deliver the within written instrument, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

*AKA ANDREAN

Carlos Ventura (SEAL)
First Witness

SWORN to and subscribed before me
this 30th day of July, 2001

Lindo S Fairweather

Notary Public for New York

My Commission Expires: June 12, 2003



WITNESS my hand and seal this 16th day of July, 2001, in the year of our Lord, Two Thousand One.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Delia P. G.
Albert J. Kachmarsky

John Kachmarsky (SEAL)
John Kachmarsky

STATE OF SOUTH CAROLINA }
COUNTY OF CHARLESTON }

PERSONALLY APPEARED before me, the undersigned witness, and made oath that (s)he saw the within named Sharon H. Smack sign, seal and as her act and deed, deliver the within written instrument, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

Delia P. G. (SEAL)
FIRST WITNESS

SWORN to and subscribed before me
this 16th day of July, 2001

Albert J. Kachmarsky
Notary Public for South Carolina
My Commission Expires: 9/13/2003

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

) AFFIDAVIT
)

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred BY John Kachmarsky, Minnie Huggins, Sharon H. Smack, Michelle Huggins, Derwin Huggins, Dewayne Dixon and Adrienne Huggins TO John Kachmarsky, Minnie Huggins, Sharon H. Smack, Michelle Huggins, Derwin Huggins, Dewayne Dixon and Adrienne Huggins ON August 7, 2001.
3. Check one of the following: *The DEED is*
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (c) ☒ EXEMPT from the deed recording fee because (Exemption # 12)
(Explanation If required) _____
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____.
 - (b) _____ The fee is computed on the fair market value of the realty which is \$ _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check YES ___ or NO ___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
 - (a) _____ the amount listed in item 4 above
 - (b) _____ the amount listed in item 5 above (no amount place zero)
 - (c) _____ Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who connected with the transaction as: Attorney for Grantors.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to and subscribed before me
this 7th day of August, 2001

Notary Public for South Carolina
My Commission Expires: 9/13/2003.

John Kachmarsky, Grantor

BK K 388PG309

RECORDER'S PAGE

This page **MUST** remain with
the original document.



Kachmar & Taylor

*LS
HCR*

Recording
Fee 15.00

State
Fee

County
Fee

Postage

TOTAL 15.00

EXEMPT

FILED

K388-300

2001 NOV 20 PM 4:29

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

③ B

FILED

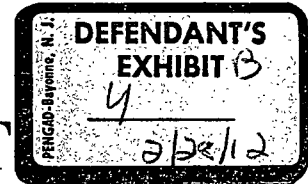
MB

11-27-01

Mary M. Scarborough
Interim Director



Delinquent Tax Department
101 Meeting St. Room 230
Charleston, SC 29401
(843) 958-4570
Fax (843) 958-4577



TAX SALE RECEIPT

Sale Date: October 1, 2007

Bidder No. 609

Received Of: JOHN C BIGLER

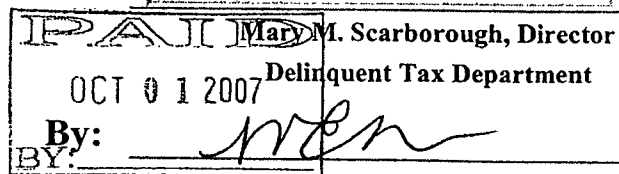
The sum of: THIRTY THOUSAND Dollars

FOR SUCCESSFUL BID MADE AT THE DELINQUENT TAX SALE THIS
DATE ON THE PROPERTY LISTED BELOW:

PROPERTY DESCRIPTION:

ACCT # 4180500280

Mary M. Scarborough



Bid Amount: \$30,000.00

Interest:

Refund Total

CK# CK Date

Date Returned:

Date Redeemed:

IMPORTANT: Please retain this receipt

Office Use Only

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON



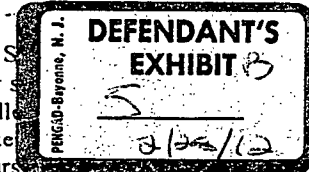
BP0067755

TAX DEED

RMC BK 0067 Pg 755 : pg 1 *

WHEREAS, by the Acts of the General Assembly of the State of South Carolina and the Statutes of this State, it is provided that hereafter the County Treasurer of Charleston County shall and is hereby authorized and directed to issue in the name of the State a tax execution against each defaulting taxpayer in Charleston County directed to the Delinquent Tax Collector requiring and commanding either to levy the same by distress and sell so much of the defaulting taxpayer's estate, real or personal, or both, as may be sufficient to satisfy the delinquent taxes, assessments, penalties and costs for their collection; and

WHEREAS, it is further provided by said Acts of the General Assembly and Statutes of this State that under and by virtue of said tax execution the Delinquent Tax Collector shall have the exclusive possession of so much of the defaulting taxpayer's real property to collect the delinquent taxes, assessments, penalties and costs for their collection as provided by law and after the sale sell the same at a public auction on a regular sales day and within the usual hours of the day legal tender and give to the purchaser (upon his complying with the terms of sale) a receipt for the purchase money but not make title to the purchaser until the expiration of twelve months from the date of sale, if the property sold be not redeemed as provided by law, and attach a copy of the receipt to the tax execution with the endorsement thereon of his action; and



WHEREAS, Andrew C. Smith, CPA, the County Treasurer of Charleston County, has issued a tax execution directed to the Delinquent Tax Collector, by authority of said Acts of the General Assembly of South Carolina and Statutes of this State, against defaulting taxpayer Lucille Huggins Etal, strictly charging the Delinquent Tax Collector of Charleston County to levy by distress and sell so much of the defaulting taxpayer's estate to satisfy the delinquent taxes, assessments, penalties and costs for their collection; and

WHEREAS, by virtue of said tax executions issued for tax year(s) 2006 the Delinquent Tax Collector of Charleston County sent a copy of the tax execution to the aforementioned defaulting taxpayer(s) and further sent on May 31, 2007, via certified mail a notice of delinquent taxes, assessments, penalties and costs to Lucille Huggins Etal, 1218 Gunn Avenue, Charleston, SC 29407-6444, where notice was not received; and

WHEREAS Dionne Brown and Edrian Trakas, deputy delinquent tax collectors, did post proper notice on August 29, 2007 on one or more conspicuous places on the property against which delinquent taxes were assessed and levied; and

WHEREAS, on October 1, 2007, during the usual hours of sale, the Delinquent Tax Collector, after due advertisement, did sell the same and gave receipt to John C Bigler, the highest bidder, at such sale for the sum of \$30,000.00 dollars; and

WHEREAS, on September 9, 2008, the Delinquent Tax Collector did send via certified mail final notice before end of redemption to Lucille Huggins etal where such notice(s) were not received; to Dewayne Dixon where such notice(s) were not received; to Michelle Huggins where such notice(s) were not received; to JK Properties where such notice(s) were not received; to Sharon Smack where such notice(s) were not received; to Derwin Huggins where such notice(s) were not received; to Minnie Huggins where such notice(s) were not received; and to Andreana Huggins Cotton where such notice(s) were not received; and

WHEREAS, the twelve month redemption period, provided by law, has expired.

NOW, therefore, know all men by these presents that I, Mary M. Scarborough, Delinquent Tax Collector of Charleston County, in the State of South Carolina, in consideration of the sum of Thirty Thousand (\$30,000.00) Dollars, to me in hand paid by John C Bigler the receipt of which is hereby acknowledged, have remised, released and forever quitclaimed and by these presents do remise, release and forever quitclaim unto the said John C Bigler the property to wit:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being in the Town of Maryville, St. Andrew's Parish, Charleston County, State aforesaid, and known as Lot 324; it being a portion of Lots

#54 and #55 on a plat of Hillsboro made by Guerard in November, 1885, said lot being approximately fifty (50) feet by one hundred (100) feet.

Butting and Bounding to the North on property now or formerly of J.S. and Eva Washington, to the East on property of Buster Huggins, to the South on Gunn Avenue and to the West of Diana Street. Reference should be had to a deed to Henry B. Huggins dated July 3, 1974, and recorded in Book U-104 at Page 134, RMC Office for Charleston County.

Being the same property conveyed to JK Properties, LLC by deed of John Kachmarsky dated 12/17/2001 and recorded 12/17/2001 in Book C391, at Page 159, and by deed of the Estate of Michelle Y. Huggins dated 12/17/2002, and recorded 12/17/2002, in Book R429, at Page 353, and being the same property conveyed to John Kachmarsky, Minnie Huggins, Sharon H. Smack, Michelle Huggins, Derwin Huggins, Dewayne Dixon, and Adrienne Huggins by deed of then Estate of Henry Buster Huggins, Jr. dated 3/1/2001, and recorded 3/20/2002, in Book M400, at Page 505.

TMS Number: 4180500280

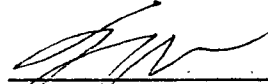
Grantee's Address: John C Bigler
15 Leeann Lane
Mt Pleasant, SC 29464

TO have and to hold, all and singular the premises unto said John C Bigler, his heirs and assigns, forever.

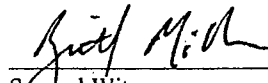
TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said property belonging or in any wise incident or appertaining.

WITNESS my hand and seal this date 7-10-09.

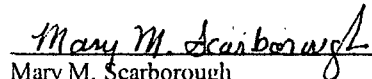
Signed, Sealed and Delivered in the Presence of us:



First Witness



Second Witness



Mary M. Scarborough
Delinquent Tax Collector
Charleston County, South Carolina

THE STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY APPEARED BEFORE, the undersigned, and made oath that he/she saw, Mary M. Scarborough, Delinquent Tax Collector of the County of Charleston sign, seal, and as her act, did deliver the above Deed of Conveyance; and that he/she, with the other witness above named, witnessed the execution thereof.

 WORN to before me this date 7-10-09

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: Mar 31, 2014



First Witness

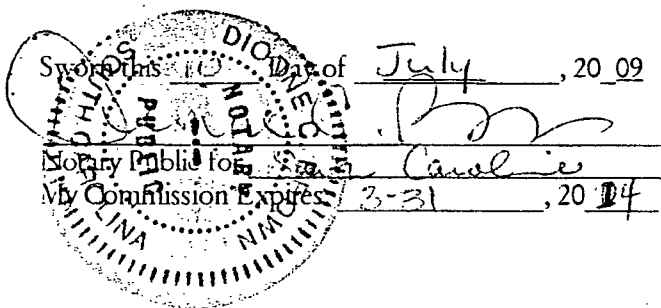
STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

AFFIDAVIT

Date of Transfer of Title
Closing Date 7-10, 2009

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

1. I have read the information on this Affidavit and I understand such information.
2. The property, 4180500280, is being transferred BY the Charleston County Delinquent Tax Collector TO John C Bigler ON 7-10-09.
3. The DEED is (check one of the following)
 - (A) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) _____ EXEMPT from the deed recording fee because (Exemption # _____).
(Explanation If required) _____
(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (A) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$30,000.00.
 - (B) _____ The fee is computed on the fair market value of the realty which is \$ _____.
 - (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check YES _____ or NO _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
 - (A) \$30,000.00 the amount listed in item 4 above
 - (B) _____ the amount listed in item 5 above (no amount place zero)
 - (C) \$30,000.00 Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.
8. Check if Property other than Real Property is being transferred on this Deed.
 - (A) _____ Mobile Home
 - (B) _____ Other
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



Signed Mary M. Scarborough
Grantor, Grantee, or Attorney that prepared this form

Mary M. Scarborough
Print or Type Name Here

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



Filed By:

DELINQUENT TAX

RECORDED

Date: July 13, 2009

Time: 4:51:40 PM

Book

Page

DocType

0067

755

Tax Deed

Charlie Lybrand, Register
Charleston County, SC

MAKER:

JK PROPS LLC AL

RECIPIENT:

BIGLER JOHN

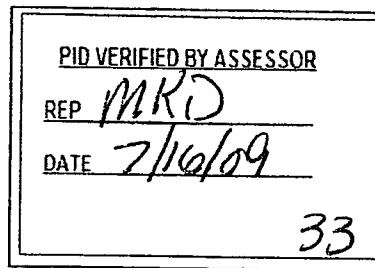
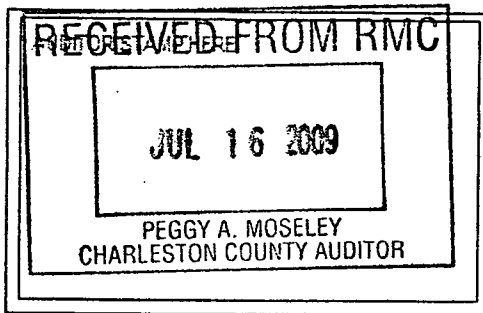
Note:

of Pages: 4

Recording Fee	\$ 10.00
State Fee	\$ 78.00
County Fee	\$ 33.00
Extra Pages	\$ -
Postage	\$ -
Chattel	\$ -
TOTAL	\$ 121.00

Original Book:

Original Page:



DRAWER: Drawer 1
CLERK: CFB



0067
Book



755
Page



07/13/2009
Recorded Date



4
Pgs



Original Book



Original Page



D
Doc Type



16:51:40
Recorded Time

Mary M Scarborough
Director

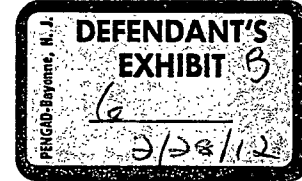
W. Britt Miller
Deputy



Delinquent Tax Department
101 Meeting Street, Suite 230
PO Box 605 (29402)
Charleston, SC 29401
(843) 958-4570
Fax (843) 958-4577
delinquenttax@charleston.org

March 2, 2009

John C Bigler
15 Leeann Lane
Mt Pleasant, SC 29464



Re: 418-05-00-280

The above referenced property was not redeemed from the 2007 Tax Sale and a quitclaim deed has been processed to convey this property to you as the successful bidder/assignee. A deed will be recorded with the Register of Mesne Conveyance for Charleston County once we receive the amount necessary to record this deed of \$136.00 made payable to the *Delinquent Tax Collector*. This amount includes deed stamps, recording fees and cost based on a bid amount of \$30,000.00.

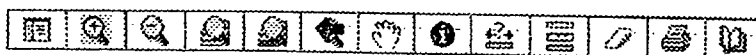
If you would like your deed mailed to you, via certified mail, please sign and return the below release to the Delinquent Tax Department with an additional \$10.00 to cover the postage. If you would like your deed mailed to you over-night, please add \$25.00 for postage. If correct postage is not included then you will be responsible for picking up your deed. The County will mail any future tax bills to the above address. To expedite completion of the deed, please return your payment promptly to this department.

Please correct any spelling mistakes in your name or address as this information will be printed on your deed and all future notices concerning this property.

******Make all checks payable to the Delinquent Tax Collector******

Sincerely,

Mary M. Scarborough
Delinquent Tax Collector



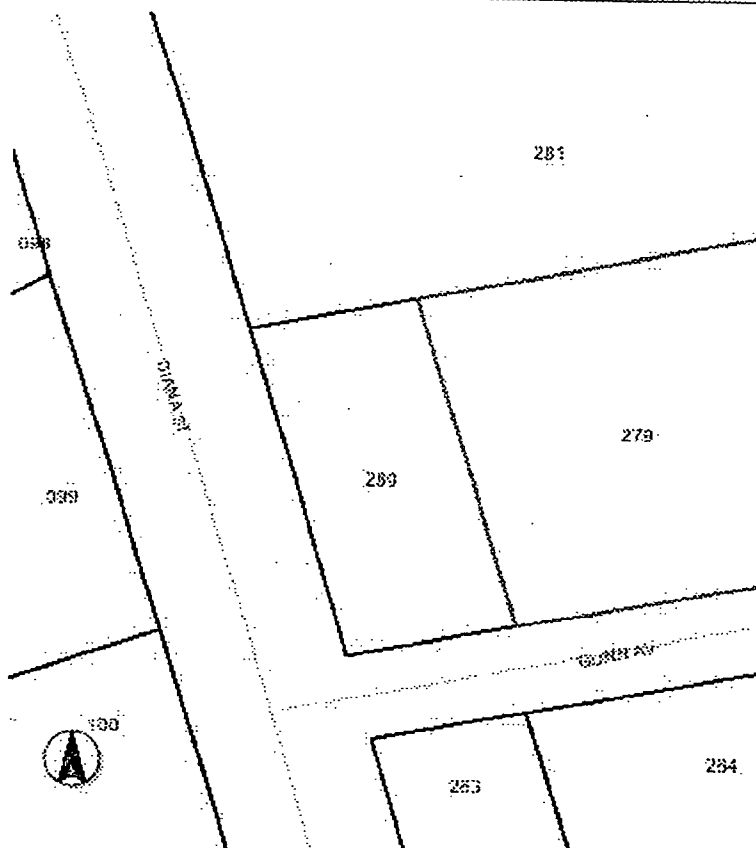
Layers

Visible Active

- ☒ Libraries
- ☒ County Boat Landings
- ☒ Fire Stations
- ☒ EMS Facilities
- ☒ 2001 Buildings
- ☒ Streets/Roads
- ☒ Parcels
- ☒ Tax Districts
- ☒ Municipal Boundaries
- ☒ Unincorporated County Zoning
- ☒ 2001 Color Photos
- ☒ 2009 Color Photos

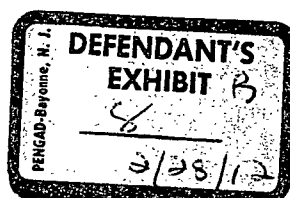
To make a layer active click on the round button located directly to the left of the layer name

Use SEARCH TABS at bottom of map OR use the ZOOM TOOLS to define the area of interest



Print Map

PARCEL NUMBER : 4180500279
 PARCEL ID: 4180500279
 STREET NUMBER: 1218
 STREET NAME: GUNN AVE
 PROP UNIT:
 PROP CITY:
 PROP ZIP: 29407
 SITE NAME:
 GENERAL USE: SFR
 MOBILE HOMES: 0
 SUBDIVISION: MARYVILLE
 LEGAL DESCRIPTION: LT 322 AND 323
 LGL HI ACRES: 0
 LGL MAR ACRES: 0
 LGL WATER ACRES: 0
 LGL SWAMP ACRES: 0
 LGL TOTAL ACRES: 0
 TAX DISTRICT: 63
 JURISDICTION: CTA
 PLAT BOOK: F-188
 OWNER ON 1ST: EDWARDS VANDORA M HUGGINS
 OWNER2 ON 1ST: HUGGINS BUSTER
 CURRENT OWNER1:
 CURRENT OWNER2:
 SALE DATE: 12/2/2004
 DEED BOOK: Y517-835
 WILL CODE:
 WILL DATE:
 C O NAME:
 MAIL STREET NUMBER: 1218
 MAIL STREET NAME: GUNN AVE
 MAIL UNIT:
 MAIL CITY: CHARLESTON
 MAIL STATE: SC
 MAIL ZIP: 29407-6444
 MAIL COUNTRY:
 MAIL POSTAL CODE:
 SAI F PRICE: 897R2



Search by TMS

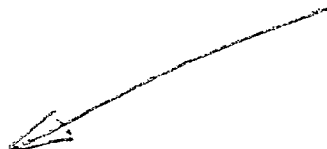
Search by Address

Search by Name

Print Map

PARCEL NUMBER : 4180500279

PARCEL ID: 4180500279
STREET NUMBER: 1218
STREET NAME: GUNN AVE
PROP UNIT:
PROP CITY:
PROP ZIP: 29407
SITE NAME:
GENERAL USE: SFR
MOBILE HOMES: 0
SUBDIVISION: MARYVILLE
LEGAL DESCRIPTION: LT 322 AND 323
LGL HI ACRES: 0
LGL MAR ACRES: 0
LGL WATER ACRES: 0
LGL SWAMP ACRES: 0
LGL TOTAL ACRES: 0
TAX DISTRICT: 63
JURISDICTION: CTA
PLAT BOOK: F-188
OWNER ON 1ST: EDWARDS VANDORA M HUGGINS
OWNER2 ON 1ST: HUGGINS BUSTER
CURRENT OWNER1:
CURRENT OWNER2:
SALE DATE: 12/2/2004
DEED BOOK: Y517-835
WILL CODE:
WILL DATE:
C O NAME:
MAIL STREET NUMBER: 1218
MAIL STREET NAME: GUNN AVE
MAIL UNIT:
MAIL CITY: CHARLESTON
MAIL STATE: SC
MAIL ZIP: 29407-6444
MAIL COUNTRY:
MAIL POSTAL CODE:
SALE PRICE: 89782
MULT LOT: 0
SPLIT CODE:
MLOD GROUP:
FINAL VALUE: 99500
BUILD COUNT: 1
AG USE VAL: 0
AG MARKET TOT: 0
LR APPROVE: N
YEAR BUILT: 1945
BEDROOMS: 4
FULL BATHS: 1
THREE QTR BATHS: 0
HALF BATHS: 0



TOTAL FINISH AREA:	1274
LIVING AREA:	0
CONDO-BEDROOM:	0
CONDO FULL BATH:	0
CONDO H-BATH:	0
CAP LR VAL:	0
CAP ASSESSED VALUE:	0
CAP OTHER VALUE:	92800

REAL PROPERTY RECORD

CHARLESTON COUNTY, S. C.

1.	T. M. No. 418 — 5 — 0			LOT 279	GEOGRAPHICAL AREA			CITY- ST. ANDREWS	TAX DISTRICT NO. 63	X
2.	TITLE OF OWNERSHIP				DATE OF MO. DAY YR.	DEED BOOK	DEED PAGE	INDICATED PURCHASE PRICE	MAILING ADDRESS	
3.	HUGGINS, Buster				11-54	A59	471		S/L	
4.										
5.										
6.										
7.										
8.										
9.										
10.	PROPERTY LOCATION 1218				GUNN AVENUE			SUBDIVISION: MARYVILLE		
11.	Lot 322 and 323		Block		Tract No.		Parcel No.		Other	
12.	ACREAGE		High Land		Marsh Land		Total Acres		ACREAGE TAKEN FROM DEED (), PLAT (), COMPUTATIONS ()	
13.	MEASUREMENTS		Road Frontage		100 x 100 x 100 x 100		x		x	
14.	PLATS RECORDED IN: F-188							COPY OF CURRENT PLAT IN TAX MAP WORK SHEET FOLDER		
15.	322 323 MARYVILLE									
16.	YEAR ASSESSMENT FOR:		1968							
17.	LAND ASSESSMENT		\$ 50							
18.	BUILDING ASSESSMENT		\$ 400							
19.	TOTAL ASSESSMENT		\$ 450							
20.	NUMBER OF BUILDINGS		1							
21.	TOTAL APPRAISED VALUE		\$							
22.	BUILDING PERMIT ISSUING AUTHORITY		PERMIT NUMBER		DATE OF MO. DAY YR.		DESCRIPTION OF WORK		ESTIMATED COST AS TAKEN FROM PERMIT	
23.									1960-68 TAX MAP CODE	
24.									TMS 135 BLOCK 5 LOT 7	
25.										

Y517-835
U476-1699



CHARLESTON COUNTY, SC

Site Provided by...
governmax.com 1.11

Overview



Property ID (PIN)
1 of 1

Records

Overview

Parcel

Land

Improvements

Sales Disclosure

Pay Taxes

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
4180500279		1218 GUNN AVE, CHARLESTON	2/24/2012	2011	2011

Current Parcel Information

Owner	EDWARDS VANDORA M HUGGINS HUGGINS BUSTER	Property Class Code	101 - RESID-SFR
Owner Address	1218 GUNN AVE CHARLESTON SC 29407-6444	Acreage	.0000

Legal Description	Subdivision Name -MARYVILLE Description -LT 322 AND 323 PlatSuffix F-188 PolTwp 005
-------------------	--

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
----------	------	----------	--------	-------	---------

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
HUGGINS BUSTER	Y517 835	12/2/2004	Ge		\$89,782
HUGGINS BUSTER	U476 699	11/17/2003	Ge		\$5

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Bedrooms	Finished Sq. Ft.	Improvement Size
R01	DWELL	Dwelling	1945	1.0	04	1,274	

Search by

Property ID (PIN)

Street Address

Legal Description

Sales

Owner Name

Functions

Homepage

Real Property

Motor Vehicle

Personal Property

Shopping Cart

Help

Feedback

County Login

Charleston County makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. All data is subject to change.



CHARLESTON COUNTY, SC

Site Provided by...
government.com 1.12

Overview



Property ID (PIN)
1 of 1

Records

Overview

Parcel

Land

Improvements

Sales Disclosure

Pay Taxes

Property ID
(PIN)

4180500280

Alternate ID
(AIN)

Parcel Address

1218 GUNN AVE, CHARLESTON

Data
refreshed
as of

2/24/2012

Assess
Year

2011

Pay
Year

2011

Current Parcel Information

Owner BIGLER JOHN C

Property Class Code 101 - RESID-SFR

Owner Address 15 LEEANN LN

Acreage .0000

MT PLEASANT SC 29464-2683

Legal Description Subdivision Name -MARYVILLE Description -LT 324 Site Name -COR GUNN
AVE PlatSuffix F-188 PolTwp 005

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
----------	------	----------	--------	-------	---------

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
HUGGINS LUCILLE	0067 755	7/10/2009	Ge		\$30,000
HUGGINS HENRY BUSTER SR	M400 505	3/18/2002	Ge		\$9
HUGGINS HENRY B	K388 300	11/7/2001	Ge		\$5

Functions

Homepage

Real Property

Motor Vehicle

Personal Property

Shopping Cart

Help

Feedback

County Login

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Bedrooms	Finished Sq. Ft.	Improvement Size
R01	DWELL	Dwelling	1978	1.0	04	1,612	

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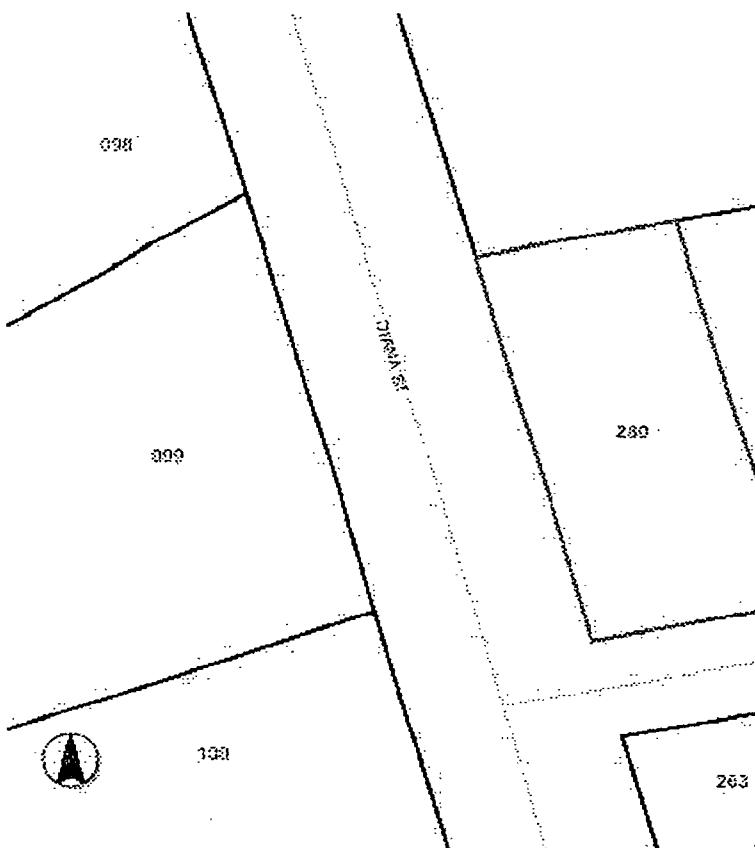
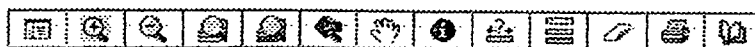
Layers

Visible Active

- ☒ Libraries
- ☒ County Boat Landings
- ☒ Fire Stations
- ☒ EMS Facilities
- ☒ 2001 Buildings
- ☒ Streets/Roads
- ☒ Parcels
- ☒ Tax Districts
- ☒ Municipal Boundaries
- ☒ Unincorporated County Zoning
- ☒ 2001 Color Photos
- ☒ 2009 Color Photos

To make a layer active click on the round button located directly to the left of the layer name

Use SEARCH TABS at bottom of map OR use the ZOOM TOOLS to define the area of interest



Print Map

PARCEL NUMBER: 4180500280
 PARCEL ID: 4180500280
 STREET NUMBER: 1218
 STREET NAME: GUNN AVE
 PROP UNIT:
 PROP CITY:
 PROP ZIP: 29407
 SITE NAME: COR GUNN AVE
 GENERAL USE: SFR
 MOBILE HOMES: 0
 SUBDIVISION: MARYVILLE
 LEGAL DESCRIPTION: LT 324
 LGL HI ACRES: 0
 LGL MAR ACRES: 0
 LGL WATER ACRES: 0
 LGL SWAMP ACRES: 0
 LGL TOTAL ACRES: 0
 TAX DISTRICT: 63
 JURISDICTION: CTA
 PLAT BOOK: F-188
 OWNER ON 1ST: BIGLER JOHN C
 OWNER2 ON 1ST:
 CURRENT OWNER1:
 CURRENT OWNER2:
 SALE DATE: 7/10/2009
 DEED BOOK: 0067-755
 WILL CODE:
 WILL DATE:
 C O NAME:
 MAIL STREET NUMBER: 15
 MAIL STREET NAME: LEEANN LN
 MAIL UNIT:
 MAIL CITY: MT PLEASANT
 MAIL STATE: SC
 MAIL ZIP: 29464-2683
 MAIL COUNTRY:
 MAIL POSTAL CODE:

Search by TMS

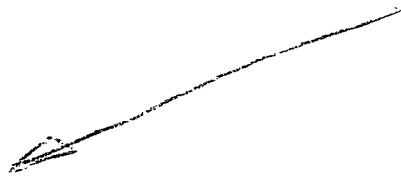
Search by Address

Search by Name

Print Map

PARCEL NUMBER : 4180500280

PARCEL ID: 4180500280
STREET NUMBER: 1218
STREET NAME: GUNN AVE
PROP UNIT:
PROP CITY:
PROP ZIP: 29407
SITE NAME: COR GUNN AVE
GENERAL USE: SFR
MOBILE HOMES: 0
SUBDIVISION: MARYVILLE
LEGAL DESCRIPTION: LT 324
LGL HI ACRES: 0
LGL MAR ACRES: 0
LGL WATER ACRES: 0
LGL SWAMP ACRES: 0
LGL TOTAL ACRES: 0
TAX DISTRICT: 63
JURISDICTION: CTA
PLAT BOOK: F-188
OWNER ON 1ST: BIGLER JOHN C
OWNER2 ON 1ST:
CURRENT OWNER1:
CURRENT OWNER2:
SALE DATE: 7/10/2009
DEED BOOK: 0067-755
WILL CODE:
WILL DATE:
C O NAME:
MAIL STREET NUMBER: 15
MAIL STREET NAME: LEEANN LN
MAIL UNIT:
MAIL CITY: MT PLEASANT
MAIL STATE: SC
MAIL ZIP: 29464-2683
MAIL COUNTRY:
MAIL POSTAL CODE:
SALE PRICE: 30000
MULT LOT: 0
SPLIT CODE:
MLOD GROUP:
FINAL VALUE: 61700
BUILD COUNT: 1
AG USE VAL: 0
AG MARKET TOT: 0
LR APPROVE: N
YEAR BUILT: 1978
BEDROOMS: 4
FULL BATHS: 1
THREE QTR BATHS: 0
HALF BATHS: 1



TOTAL FINISH AREA:	1612
LIVING AREA:	0
CONDO-BEDROOM:	0
CONDO FULL BATH:	0
CONDO H-BATH:	0
CAP LR VAL:	0
CAP ASSESSED VALUE:	0
CAP OTHER VALUE:	61700

REAL PROPERTY RECORD

CHARLESTON COUNTY, S. C.

T. M. No. 418 — 5 — 0

LOT 280

GEOGRAPHICAL AREA

CITY-

ST. ANDREWS

TAX DISTRICT NO.

6-3

2.	TITLE OF OWNERSHIP			DATE OF MO. DAY YR.	DEED BOOK	DEED PAGE	INDICATED PURCHASE PRICE	C O D E	MAILING ADDRESS
3.	DUBLIN, Dorothy M.			7-56	062	152			
4.	HUGGINS, Henry B.			7-3-74	U104	134	4,000	3	1218 Hypocrite Lane, Chas. S.C. 29407
5.	HUGGINS, Henry Buster Sr. and Lucille			11-20-01	K388	300			1218 Guna One Chas SC 29407
6.	HUGGINS, Henry Buster Sr. ETAL			3-20-02	M400	505			171 Church St. Chas SC 29401
7.									
8.									
9.									
10.	PROPERTY LOCATION 71x1218 GUNN AVENUE						SUBDIVISION: MARYVILLE		
11.	Lo: 324		Block:		Tract No.		Parcel No.		Other
12.	ACREAGE:		High Land		Marsh Land		Total Acres		ACREAGE TAKEN FROM DEED (), PLAT (), COMPUTATIONS ()
13.	MEASUREMENTS:		Road Frontage		50 x 100 x 50 x 100		x x x x		
14.	PLATS RECORDED IN: F-188								COPY OF CURRENT PLAT IN TAX MAP WORK SHEET FOLDER
15.	324 MARYVILLE								
16.	YEAR ASSESSMENT FOR:		1968						
17.	LAND ASSESSMENT \$		25						
18.	BUILDING ASSESSMENT \$		100						
	TOTAL ASSESSMENT \$		125						
	NUMBER OF BUILDINGS		1						
21.	TOTAL APPRAISED VALUE \$								
22.	BUILDING PERMIT ISSUING AUTHORITY		PERMIT NUMBER		DATE OF MO. DAY YR.		DESCRIPTION OF WORK		ESTIMATED COST AS TAKEN FROM PERMIT
23.									1960-68 TAX MAP CODE
24.									TMS 135 BLOCK 5 LOT 8
25.									"X" IN LAST COLUMN, SEE REVERSE SIDE FOR ADDITIONAL REMARKS

COMPUTERIZED

CHECKED 6/6/83

LINE #1--Tax District changed from St. Andrews PSD 6-2 to City of Charleston 6-3 per Annexation Ord. #1993-414 and ratified on 11-23-93 for 1994. bt 3-18-94

LINE# 5--For and during their natural lives and upon the death of them then to the survivors of them John Kachmarsky 40% int. Minnie Huggins, 30% Sharon H. Snack 6% int. Michell Huggins 6% int. and Dewayne Dixon 6% int. and Andrienn Huggins 6% int 11-28-01 lbs

LINE# 5--By Deed C391-159, John Kachmarsky conveys his 40% intrest to JK Properties LLC 12-21-01 lbs

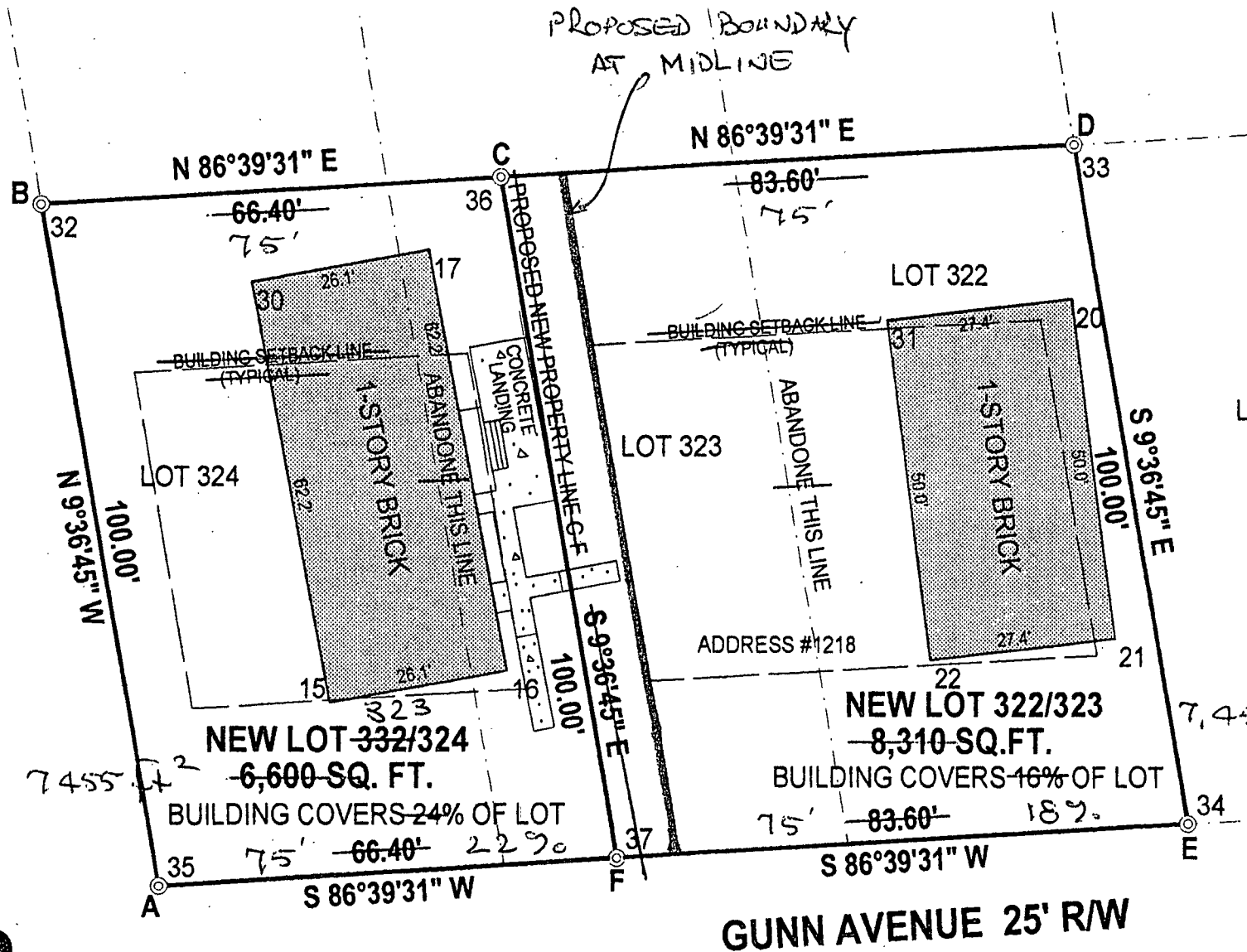
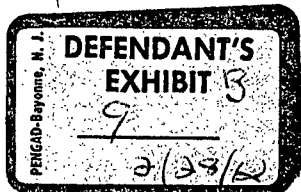
LINE# 6--By Deed Of Distrinbution M400-505 and File # 93-ES-10-1108 The Estate Of Henry Buster Huggins Jr, Etal Are: Lucille Huggins, Minnie Huggins, Derwin Huggins, Sharon H. Snack, Michelle Huggins, Dewayne Dixon, Andrianne Huggins Cotton , John KACHMARSKY. 3-27-02 lbs (Each As Tenants in Common) 3-27-02 lbs

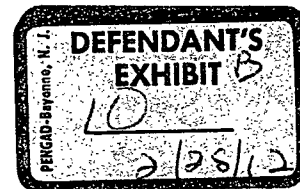
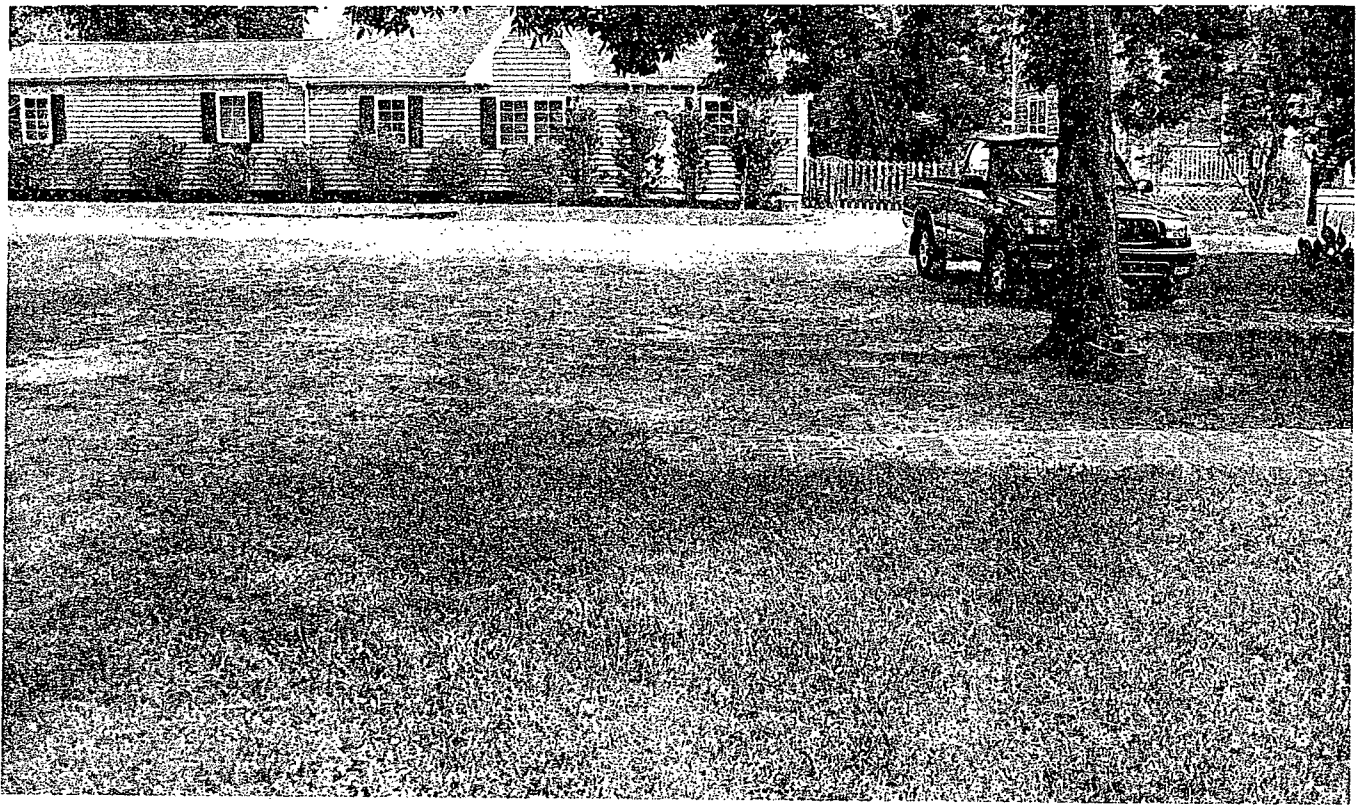
LINE#6-- Deed of distribution the estate Michelle Y Higgins case # 2002-ES-10-366 conveys all int. to JK Properties LLC 1-2-03 LRD R429-353

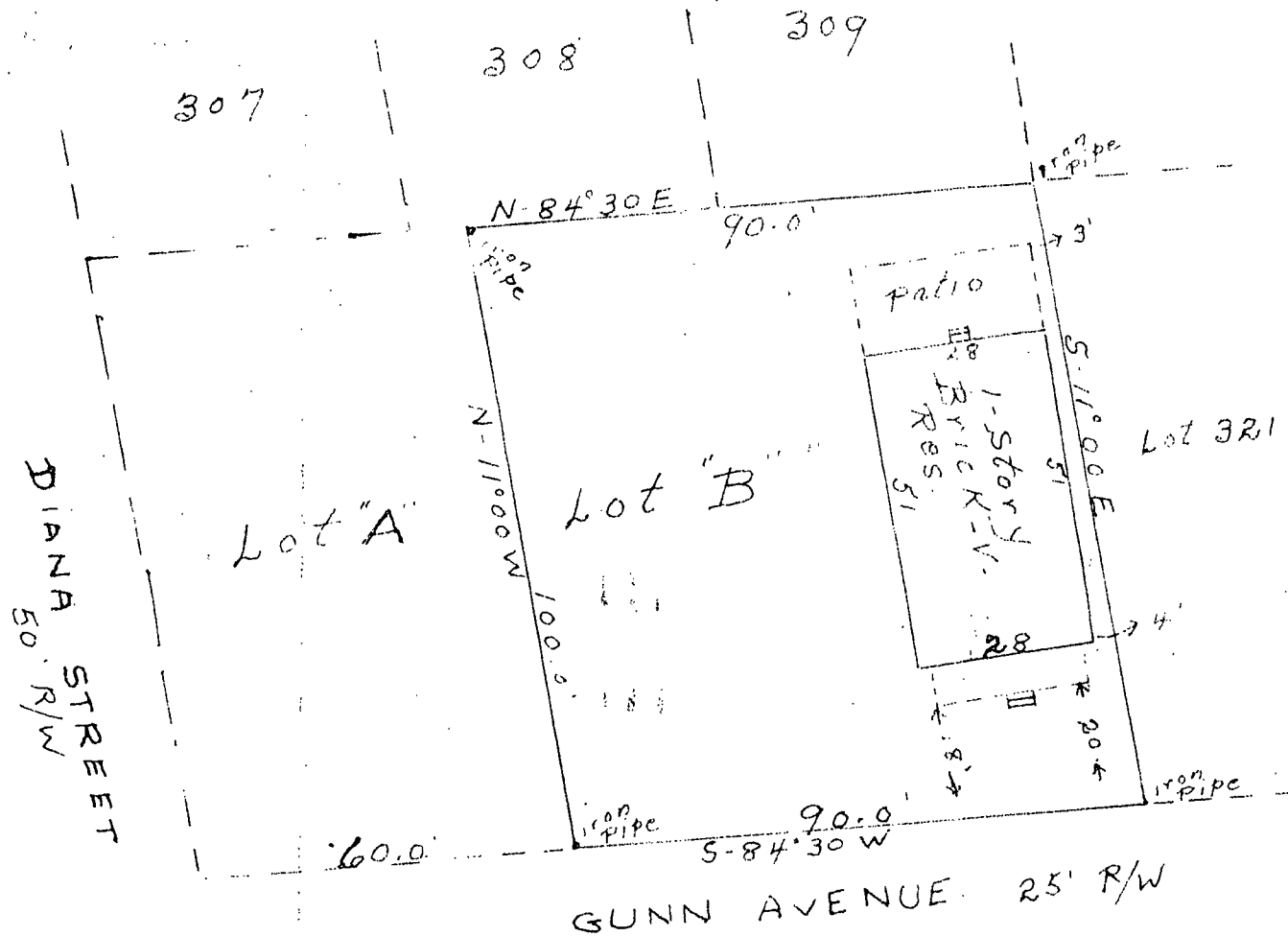
LINE #1--Tax District changed from St. Andrews PSD 6-2 to City of Charleston 6-3 per Annexation Ord. #1993-414 and ratified on
11-23-93 for 1994. bt 3-18-94

1"OTF

DIANA STREET 50' R/W







PLAT OF
Lot "B" of a Resubdivision of Lots 322, 323 and 324
Maryville, St Andrews Parish, Charleston County
owned by Buster Huggins.

COUNTY OF Charleston
STATE OF SOUTH CAROLINA
W. L. GAILLARD, REG. SUR. NO. 453
SCALE - 1 INCH = 30 FEET

State of South Carolina Surveyed March 2, 1978

I certify this to be a plat of a true and correct survey made on the ground,
and that the Improvements are as shown, and there are no encroachments,
easements, setback lines or other matters affecting the premises unless
shown hereon.

W. L. Gaillard, Reg. Surv. No. 453



INVOICE

PLANNING DEPARTMENT
LONNIE HAMILTON, III PUBLIC SERVICES BLDG.
4045 BRIDGE VIEW DRIVE
NORTH CHARLESTON, SC 29405
PHONE (843) 202-7200 FAX (843) 202-7212

DAN PENNICK, DIRECTOR

TO: John Bigler
15 LeeAnn LN
Mt Pleasant
(908) 319-1712
FROM: Planning and Zoning Department

DATE: August 10, 2011

FOIA REQUEST DATED: 8.8.11

Reference: TMS # 418-05-00-280

COPY CHARGES

<u>SIZE</u>	<u>TYPE</u>	<u>PAGES</u>	<u>EACH</u>	<u>TOTAL</u>
8 1/2 x 11	Copies blk/wht	9	.50	\$ 4.50

Subtotal \$ 4.50

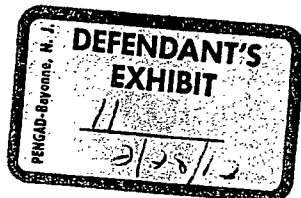
Tax .38

Copy Charge \$ 4.88

Labor (# hours copy prep, if any) 0

TOTAL DUE FOR FOIA DOCUMENTS \$ 4.88

PAYMENT IS REQUIRED WHEN DOCUMENTS ARE PICKED UP.



pd 8-10-11

County of Charleston
Planning Department

4045 Bridge View Drive
North Charleston, SC 29405
Phone 843-202-7200
Fax 843-202-7222



The completed F.O.I.A. request form may be submitted in person or by mailing it to the Planning Department at the address above. A response regarding the F.O.I.A. request will be provided within 15 working days* from the date this Office receives the request. If you would like to be a Party in Interest in a particular area of the County please note this on the form.

Name: John Bigler

Mailing Address: 15 LEEANN LN

City, State, Zip Code: MT PLEAS Daytime Phone: 908-319-1712

Email Address: JBIGLER@SPRINTMAIL.COM Fax #: _____

Describe Information

Requested in detail: BUILDING PERMIT AND OTHER DOCUMENTS
SET BACK AND SITE

LINES FOR HOUSE BUILT IN 1978 ON LOT
TMS #418-05-00-280. NEED TO KNOW ALSO
WHO FILED THE PERMIT REQUEST. THE HOUSE
EXTENDS OVER THE LOT LINE. DOCUMENTS
ARE NEEDED FOR TRIAL 8/11/11

Signature [Signature]

Date 8/8/11

FOR PLANNING STAFF USE ONLY:

Date Received: 8.8.11

Total Cost: _____

15 Working Days
from above date: 8.29.11

Fee Paid: _____

Zoning Officer: _____

Date Processed/
Requestor Notified: _____

* 15 working days begins from the date this FOIA request is received at our Office. You will receive a response to your request within 15 working days. Working days exclude Saturdays, Sundays and legal public holidays.

CHARLESTON COUNTY ZONING PERMIT APPLICATION #

8283

DATE: 5-10-76

Lessee _____ Contractor _____

Applicant's Name Buster Huggins

Owner ☒

Address 1218 Gunn Ave. Chas

Phone 556-7729

PROPERTY DATA

Owner's Name Same Phone Same

Mailing Address Same

Property Location N/E Corner Gunn Ave and Diane Street
Maryville Sh

Tax District # 6-2 Tax Map # or Aerial Photo # 418-05-00 Lot # 280

Size 10' x 100' Square Ft.: _____ Acres: _____

Public Water ☒ Well ☒ Public Sewer ☒ Septic Tank _____ Board of Health Approval N/A

Zoning Classification R-5-6 Zoning Grid # 800-5

Plot Approved 5-17-1976 5858 Recorded in Book _____ Page _____ Site Plan ☒

F.I.A Flood Zone C Min. 1st Floor Elev. — M.S.L. Remarks: _____

BUILDING DATA

Purpose Construct single Family Residence

Size 26' x 62' Number of Stories 2

I hereby certify that the above information and any plan or drawing submitted herewith are true and accurate indications of the intended improvements to the above identified property.

Buster Huggins
Owner, Contractor, or Agent

Date Approved: 5-10-76 Date Denied: _____ (Reason for denial on reverse side.)

S. Anderson W. Cook ADMINISTRATOR

Owner: Buster Huggins

NE/corner of Gunn Avenue. & Diana Street

Construct single family residence.

418-05-00-280

418-05-00-280

MEMO

HENRY HUGGINS

1218 GUNN AVENUE

SFR: REROOF

9-12-90

418-05-00-280

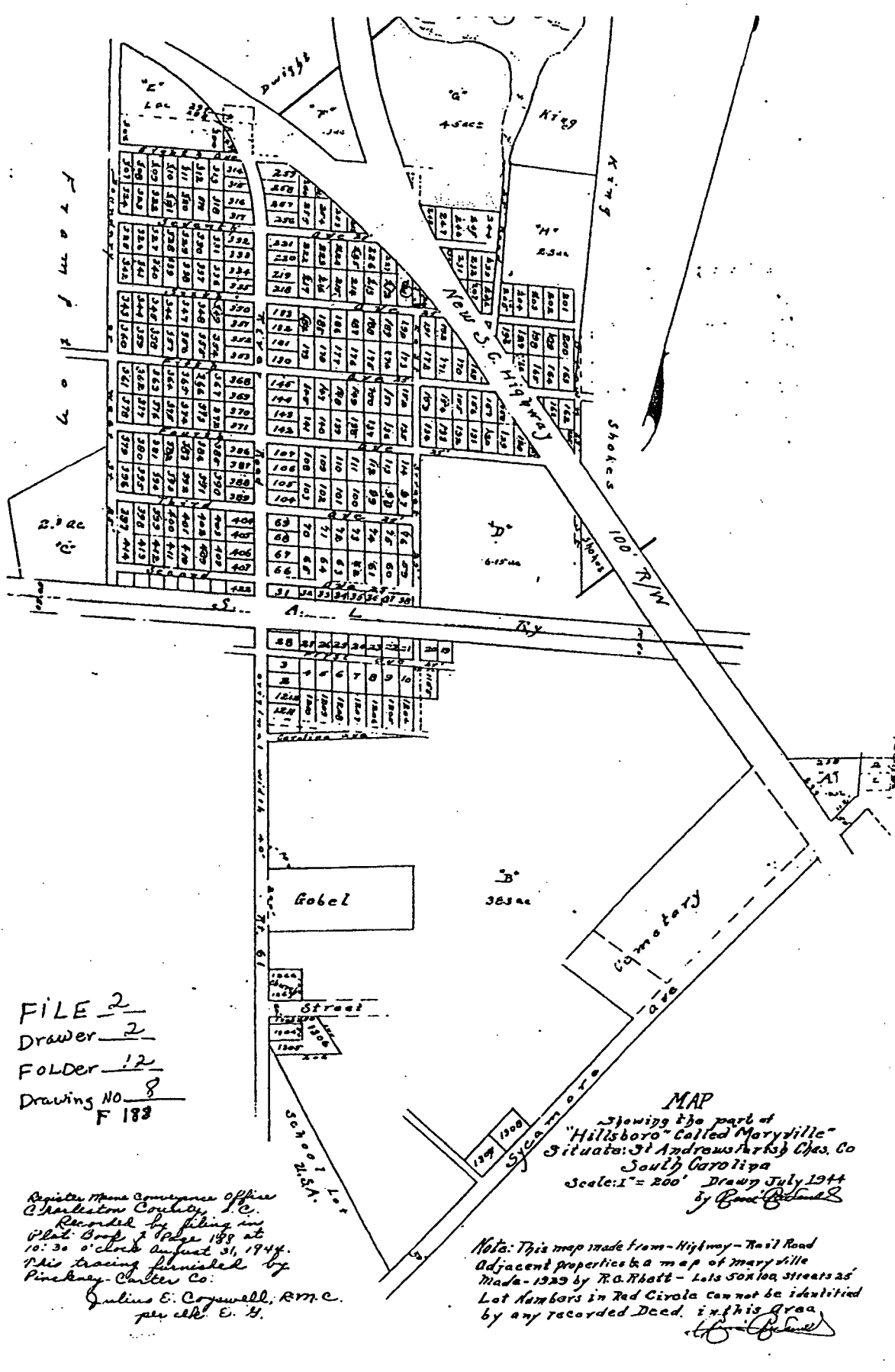
MEMO

HUGGINS

1218 GUNN AVE

RES: ELECTRICAL SAFETY

4-24-91



FILE 2
 Drawer 2
 Folder 12
 Drawing NO. 8
 F 183

Register Home Conveyance Office
 Charleston County, S.C.
 Recorded by filing in
 Plat Book 2 Page 183 at
 10:30 o'clock August 31, 1944.
 This tracing furnished by
 Pinckney-Charter Co.
 Julius E. Copewell, R.M.C.
 per clk. E. H.

MAP
 Showing the part of
 "Hillsboro" called "Maryville"
 Situated in St. Andrews Parish, La.
 South Carolina
 Scale: 1" = 200' Drawn July 1944
 by R. O. Rhett

Note: This map made from Highway-Rail Road
 Adjacent properties to a map of Maryville
 Made - 1929 by R. O. Rhett - Lots 50x100 Streets as
 Lot Numbers in Red Circle can not be identified
 by any recorded Deed. in this area
 R. O. Rhett

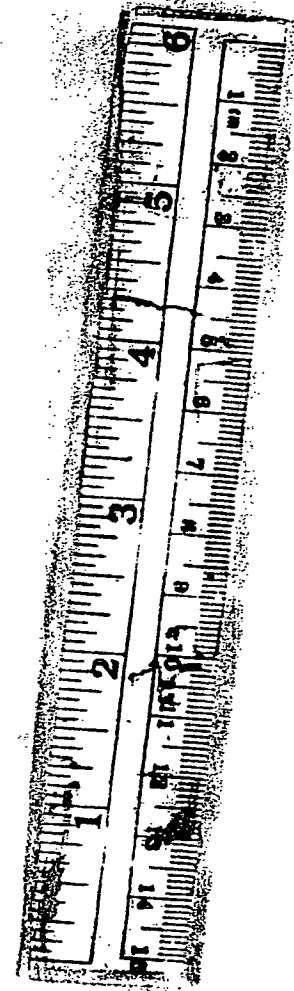
13.5 ft

Plot 10-76

House
16.8 ft
20.0 ft

Porch

96.1 ft



Don Street - 9 ft

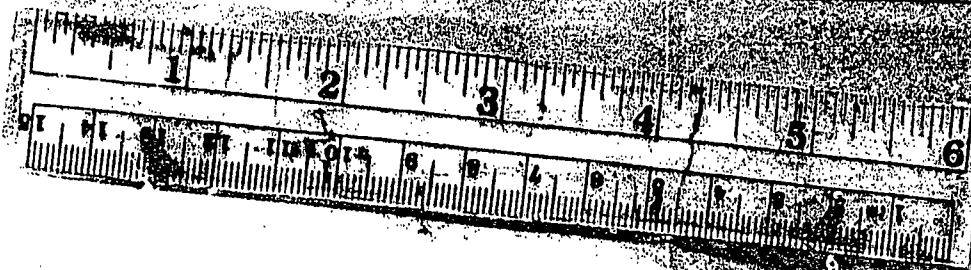


Chart 10-76

62,211

POTEN

ROAD 17995

26 FT

11

Gunn Hill



W.C.

ROAD

17.90

HOUSE

17.90

90.0
S-84°30'W
GUNN AVENUE
Register 25-74
Mesne Conveyance
Order (print) 4.3
Smith
19...
acing c...
Dra...
delivered

Plat of a Resubdivision of Lots 322-
323 and 324, Maryville - St. Andrews
Parish, Charleston County, So. Carolina
owned by Buster Huggins

Surveyed April 30, 1976 ~ Scale 1" = 30.
W.L. Gaillard, R.L.S. NO. 453

DEFENDANT'S
EXHIBIT
12
5/28/10
PENGAD, Bayonne, N.J.

BOOK **A115** PAGE **233**

APPROVED

PLA

DEED AND INSTRUMENTS OF CONVEYANCE

FBI

RECORDED IN BOOK 115 PAGE 233

[Handwritten signature]

10/10/11

DATE 10-1-11

4535

ALL A FLOOD INSURANCE

TO BE PAID BY THE INSURANCE

TO THE FLOOD INSURANCE

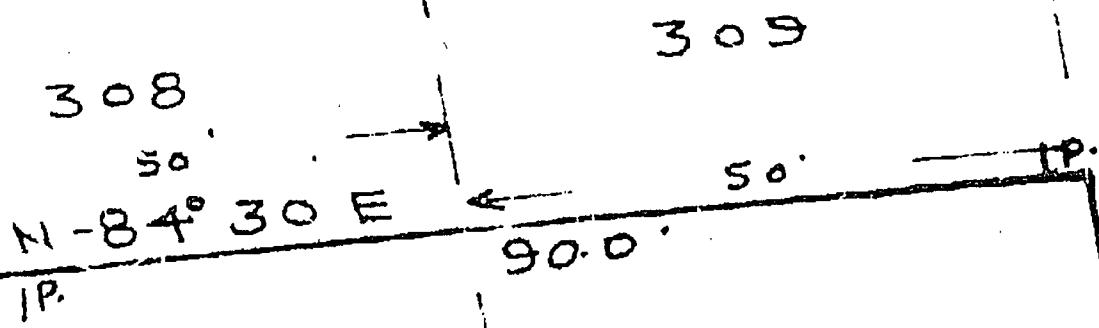
321

S-110000

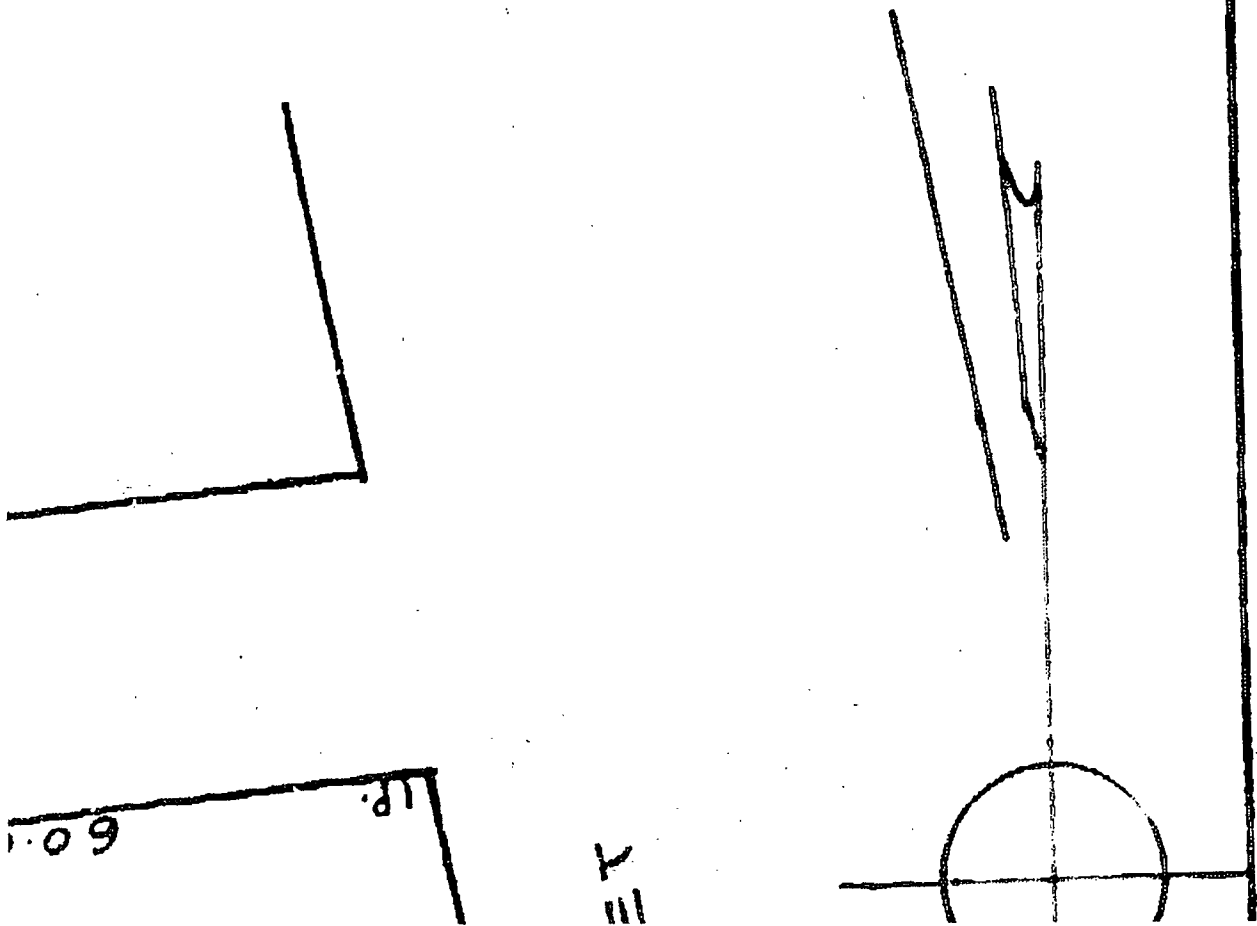
Charleston, South Carolina
Office of Register Mesue Conveyan-
Plat recorded in Plat Book
B/C
Copy filed in File: Book
ing No. 4
to *[Handwritten]* On

S-110000
10000 E

325



I, W. L. CAILLARD, a registered surveyor of the State of
 Oregon, do hereby certify that I have surveyed the plat
 shown hereon, that this plat shows the true dimensions of
 property, that all necessary markers have been installed,
 the precision is one: 7000
 W. L. Caillard



307

LP. — 50' — 60.0'

DIKE
50.2
2-1100003

A
0.13 AC.

324

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM THE CHARLESTON COUNTY

MASTER IN EQUITY COURT

HONORABLE JUDGE MIKELL R. SCARBOROUGH

Case No. 2006-CP-10-2859

Appellate Case No. 2012-212524

Deutsche Bank National Trust Company, as Trustee of
Ameriquest Mortgages Securities, Inc. Asset Backed Passed
Through Certificates, Series 2005-R4CGM under the Pooling
And Serving Agreement dated as May 01, 2005, without recourse,

Respondent,

RECEIVED

SEP 24 2013

SC Court of Appeals

v.

Vandora M. Huggins-Edwards a/k/a Vandora H. Edwards; Sylvia Anne Lawrence a/k/a Sylviatte Anne Lawrence; Glenn Huggins; Micheal Huggins; Donnell Huggins; Samuel Huggins; Ira S. Huggins; Derwin Huggins; Andrean Huggins Cotton a/k/a Adrienne Huggins Cotton; Sharon H. Smack; Dewayne Dixon; Kimberly Nelms; Timothy Nelms; Jennifer Nelms; Michael A. Brown; Demetrius Huggins Nelms; a minor, Darius Simmons; a minor, Dondre Simmons; a minor; Reginald Huggins; Joseph Huggins; Heather Huggins; Barbara Huggins; any other Heirs-at-Law or Devisees of Rickey Henry Huggins, Deceased their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; any other Heirs-at-Law or Devisees of Henry Buster Huggins, Jr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; any other Heirs-at-Law or Devisees of Michelle Huggins; Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; any other Heirs-at-Law or Devisees of Buster Huggins Sr., Deceased, their heirs, Personal Representative, Administrators, Successors and assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; who may be in the military service of the United States of

Motors Acceptance Corporation; White Directory Holding Carolina, Inc. d/b/a The Talking Phone Book; Monogram Credit Card Bank of Georgia; Michael Twitty; Deborah Twitty; The United States of America, by and through its agency, The Internal Revenue Service; and John C. Bigler..... Defendants,
Of Whom Vandora M. Huggins-Edwards a/k/a Vandora H. Edwards _____ Appellant.

PROOF OF SERVICE

I HEREBY CERTIFY that I have served the Record on Appeal a Copy Trail Transcript
To the Respondent Attorney on September 17, 2013 BY HAND DELIVERY addressed
to following on record;

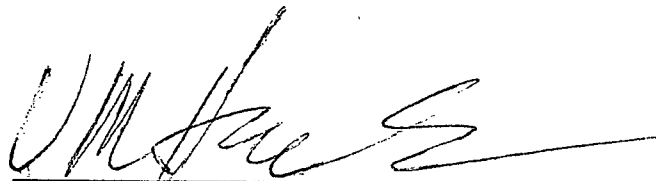
Sean M. Foerster
Rogers & Townsend & Thomas PC
P. O. Box 100200 (29202)
220 Executive Center Drive
Columbia, South Carolina, 29210
(803) 771-7900

Attorneys for Respondent Deutsche Bank
National Trust Company, As Trustee of
Amerquest Mortgage Securities, Inc.
Asset Backed Pass Through Certificates,
Series 2005-R4CGM under pooling
And Servicing Agreement dated May 1, 2005,
Without recourse

RECEIVED

SEP 24 2013

SC Court of Appeals



Vandora M. Huggins-Edwards
1218 Gunn Avenue
Charleston, South Carolina
(843) 801-7392

The Appellant-PRO SE