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**Oct 15 2025**

**SC Court of Appeals**

**THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS**

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**APPEAL FROM HORRY COUNTY  
ALAN D. CLEMMONS, MASTER-IN-EQUITY**

---

**Appellate Case No. 2025-000708  
Lower Court Case No. 2023-CP-26-06121**

United States of America acting through the  
Rural Housing Service or successor agency,  
United States Department of Agriculture, ..... Appellant

v.

Eric M. Vaughn and South Carolina Department of Revenue, ..... Respondents

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**RECORD ON APPEAL**

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Department of Agriculture*

**THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS**

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**APPEAL FROM HORRY COUNTY  
ALAN D. CLEMMONS, MASTER-IN-EQUITY**

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United States of America acting through the  
Rural Housing Service or successor agency,  
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v.

Eric M. Vaughn and South Carolina Department of Revenue, ..... Respondents

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**HARRELL, MARTIN & PEACE, P.A.**

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October 15, 2025  
Chapin, South Carolina

STATE OF SOUTH CAROLINA  
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS  
C/A NO.: 2023-CP-26-06121

United States of America acting through the  
Rural Housing Service or successor agency,  
United States Department of Agriculture,

Plaintiff,

vs.

Eric M. Vaughn, and South Carolina  
Department of Revenue,

Defendants,

**JUDGMENT OF FORECLOSURE  
AND ORDER FOR SALE**

(Deficiency Waived)

(Non-Eligible for Loan Modification Under  
the Home Affordable Modification  
Program)

OR

(Subject to Modification Under the Home  
Affordable Modification Program but will  
not be modified)

Pursuant to Rule 53 SCRPC and the Order of Reference filed herein, the above-entitled matter was referred to the undersigned, as Master-in-Equity for Horry County, to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in the cause with appeal, if any, directly to the South Carolina Court of Appeals.

The case was called twice prior to commencing the hearing.

Pursuant to the said Order of Reference, a hearing was held on October 8, 2024 at 11:00 A.M. via the videoconferencing platform *WEBEX.com*. At the hearing, testimony was taken and evidence presented, which is reported herewith, and from the testimony and evidence, I find and conclude as follows:

**FINDINGS OF FACT:**

1. The Lis Pendens was filed on April 9, 2023.
2. The Summons and Complaint were filed on October 3, 2023.
3. Service was made upon the Defendants named in this order as is shown by the Proof of Service filed herein.

4. Defendant Eric M. Vaughn (“Vaughn”) was served at 114 Green Vanue, Shelby, North Carolina and no Answer or other responsive pleading was served upon Plaintiff United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture (“Plaintiff”) and is now in default.
5. Defendant South Carolina Department of Revenue (“SCDOR”) filed an Answer copies of which have been filed of record.
6. According to the Affidavit filed herein, the Vaughn is not in the Military Services of the United States of America, as contemplated under the Servicemembers Civil Relief Act 108 P.L. 189, 117 Stat. 2835 (50 USC App. §§ 501-597b)(“SCRA”), and any amendments thereto.
7. Defendants were notified of the date, time, and place of the hearing as shown on the Notice of Hearing dated September 4, 2024 and filed herein contemporaneous therewith.
8. For value received, Vaughn made, executed and delivered to Plaintiff a Promissory Note (“Note”) dated April 5, 2010, promising thereby to pay to Plaintiff the sum of \$80,000.00, upon the terms and conditions set forth therein.
9. On the same day, Vaughn made, executed, and delivered to Plaintiff a Subsidy Repayment Agreement (“Subsidy”) promising to repay the subsidy he received as part of the loan transaction represented by the Note and Mortgage subject of this matter.
10. To better secure the payment of the Note and Subsidy described above, Vaughn made, executed and delivered to Plaintiff or successor agency in writing, a

Mortgage dated April 5, 2010, (“Mortgage”) covering real property in Horry County more fully described therein and below. The Mortgage was filed on April 6, 2010, and is of record in the office of the ROD for Horry County in Mortgage Book 5244 at Page 128.

- 11. This Mortgage constitutes a first lien on the subject property.
- 12. The titleholder of record in and to the subject property as of the filing of Lis Pendens in this action is Vaughn who is the original mortgagor.
- 13. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note, Subsidy, and Mortgage in the hands of the attorney herein for collection.
- 14. The sum of \$2,500.00 is a reasonable fee to allow as attorney fees for Plaintiff’s attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the Note and Mortgage. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time.
- 15. The amount due and owing on the Note, with interest at the rate provided in the Note, and Subsidy along with other costs and expenses of collection, including attorney's fee, secured by the Mortgage is as follows:

a.	Principal due as of October 8, 2024	\$68,597.03
b.	Interest from August 5, 2018, the date of default, through October 8, 2024, the date of hearing, at 4.875%	\$20,669.37
c.	Late Charges before being sent to attorney for collection	\$59.29
d.	Subsidy granted	\$235.20
e.	Escrow/Impound required	\$1,230.05

f.	fees required with payoff:		
	o Escrow fees	=	\$15,446.49
	o Caretaking fees	=	\$26,551.48
	o Interest on fees	=	\$5,798.39
g.	Attorney's fee		\$2,500.00
h.	Costs of collection prior to hearing		\$1,067.06
	Total Debt due under the Note, Subsidy and Mortgage, including interest to date shown		\$142,003.16

16. It appears from the Authority to Testify and Statement of Debt that the Plaintiff began maintaining the Property on or about December 9, 2019 during the Coronavirus pandemic although the account was in default since August 5, 2018.
17. The Plaintiff testified the Coronovirus Aid, Relief and Economic Security (CARES Act) Act passed by Congress on March 25, 2020 stopped all pending foreclosure actions for government backed loans, including direct USDA loans under the 502 Loan Program pursuant to the Housing Act of 1949 as amended, 7 CFR, Part 3550, including the Note at issue in this case.
18. The CARES Act pursuant to Section 4022 all direct and government backed securities were placed on a moratorium which was extended periodically by Congress.
19. The CARES Act moratorium also provides *except with respect to a vacant or abandoned property, a servicer of a Federally backed mortgage loan may not initiate any judicial or non-judicial foreclosure process, move for a foreclosure judgment or order of sale, or execute a foreclosure-related eviction or foreclosure sale for not less than the 60-day period beginning on March 18, 2020.*
20. The CARES Act applied to federally back loans, not direct government direct loans such as the one set forth herein.

21. Rather the USDA in conjunction with the presidential mandates issued its own moratoriums on all direct loans and collection efforts and published same to <https://www.rd.usda.gov/coronavirus> through July 31, 2021 and required that homeowners be reviewed again prior to proceeding with foreclosures.
22. The Note at issue is not a federally backed mortgage, but rather a direct loan to the United States of America and as such, the Plaintiff testified it placed a moratorium on all foreclosure efforts for direct government loans and collections.
23. The Plaintiff has not satisfied this Court that the CARES Act or any moratorium prohibited the Plaintiff from proceeding with its foreclosure against the Note and Mortgage at issue following the Defendant's abandonment of the property on or about December 9, 2019.
24. Upon weighing the equitable rights to the parties relating to the debt components of interest and property maintenance charges accruing over an extended period time as identified above, the Court has determined that the Plaintiff sat upon its rights to commence and finalize their foreclosure action such that it should not be entitled to the full amount of its debt as set forth hereinabove.
25. This determination is based upon equitable principles, specifically, the doctrine of unclean hands and other applicable equitable principles, specifically the doctrine of unclean hands and other applicable equitable maxims.
26. While this is a default matter with Defendant filing no answer or responsive pleading or otherwise appearing, and the court is addressing this issue *sua sponte* as a matter of public policy due to Plaintiff's significant delay in initiating and finalizing the foreclosure.

27. As a result, the Court finds Plaintiff's interest recovery should be limited to two years from the date of default, or November 2018, which the Court believes to be a reasonable period within which Plaintiff could have brought and finalized their foreclosure action.
28. The Court is aware the South Carolina Supreme Court issued its own moratorium on all foreclosures and evictions from March 18, 2020 through May 15, 2020, however, it remains convinced the Plaintiff had adequate time prior to the filing of this case within which to complete its foreclosure action against Defendant.
29. The Court reviewed the Authority to Testify and Statement of Debt along with the payoff funds panel, fee breakdown, mortgage contracting services, LLC invoice screen, the display check screen for tax disbursement to the Horry County Treasurer, the collection comments, the insurance hazard item screen.
30. I find that the Plaintiff has not provided to my satisfaction, the necessary proof of cancelled checks for any disbursements for taxes and insurance or the insurance declaration pages to substantiate the disbursements on the account and, therefore, I am not satisfied these items were properly advanced on the Defendant's Account.
31. Similarly, the cost of property maintenance and other property preservation costs indicated in the attachment to the Affidavit of Debt filed October 7, 2024 shall be reduced to **\$7,819.18 instead of the original amount of \$26,551.48; escrow fees shall be reduced to \$3,630.92 instead of the original amount of \$15,446.49; and interest on the principal is limited to two (2) years accrued interest to \$13,395.60 from \$20,669.37.**

32. While the Court recognizes the reduction in the interest alters the calculation of debt agreed upon by the Plaintiff and the Defendants above named contained within the Notes and Mortgage, the determination is based upon the equitable maxims, “He who seeks equity must due equity”, “delay defeats equity, or equity aids the vigilant not the indolent” and “Equity will not allow a wrongdoer to profit by a wrong.”

33. Accordingly, the debt Plaintiff is allowed to collect under the Notes, with interest at the rate provided in the Notes, Subsidy and other costs and expenses of collection, including attorney's fee, secured by the Mortgage is hereby limited to the following:

a.	Principal due as of October 8, 2024	\$68,597.03
b.	Interest from August 5, 2018, the date of default, through August 5, 2020, the date of hearing, at 4.875%	\$6,705.12
c.	Late Charges before being sent to attorney for collection	\$59.29
d.	Subsidy granted	\$235.20
e.	Escrow/Impound required	\$1,230.05
f.	fees required with payoff:	
	o Escrow fees =	\$3,630.92
	o Caretaking fees =	\$7,819.18
	o Interest on fees =	\$1,017.45
g.	Attorney's fee	\$2,500.00
h.	Costs of collection prior to hearing	\$1,067.06
	 Total Debt due under the Note, Subsidy and Mortgage, including interest to date shown	 <b>\$92,861.30</b>

Per Diem at \$9.16

34. The Plaintiff is seeking foreclosure of the Mortgage against all Defendants, and its right to a deficiency judgment against Defendant Eric M. Vaughn is expressly waived.

35. SCDOR is named a defendant herein by virtue of any right, title, claim or interest in may have in the property subject of this action arising from a tax lien against Eric Vaughn bearing tax lien number 956981 in the sum of \$330.35. Any interest of said defendant is subsequent and junior to Plaintiff's Mortgage.

**CONCLUSIONS OF LAW**

I, therefore, conclude as follows:

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

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:**

1. The Defendant(s) named herein and all persons whosoever claiming under him be forever barred and foreclosed of all right, title, interest, and equity of redemption in the said mortgaged premises so sold, or any part thereof.
2. Plaintiff's Mortgage constitutes a first lien on the subject property.
3. There is due to the Plaintiff on the obligation and Mortgage set forth in the Complaint the sum of **\$92,861.30** representing the total debt due Plaintiff as set out in the Findings of Fact *supra*.
4. The attorney fees included herein are fair and reasonable given (1) the nature of these proceedings, (2) the time actually devoted to the matter; (3) the professional standing of attorney who regularly represents clients in matters of this type as a partner in an AV rated firm; and (4) for the beneficial results that client has received.
5. The amount due in the preceding paragraph (the "Total Debt" as set forth hereinabove) shall accrue interest at the rate of 4.875% per annum and together with such interest shall constitute the total debt due the Plaintiff.

5. The judgment amount may be subject to increase to permit the Plaintiff to recover additional costs and expenses incurred within the foreclosure process and authorized under South Carolina law. Such additional costs and expenses shall be established by affidavit and shall be submitted to the Court without further hearing. Said affidavit must be presented to the Court for consideration within ten (10) days from the date of sale and must include supporting documentation. Jurisdiction over each component of the total debt is reserved to the undersigned to determine and to facilitate the assessment and payment of any such costs and/or assessments.

6. On or before the date of sale of the property hereinafter described, Plaintiff or Plaintiff's attorney, is to be paid the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

7. On default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, shall be sold by the undersigned Master in Equity for Horry County at public auction, at the Horry County Courthouse, 1301 Second Avenue, Conway, County and State aforesaid, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on some other day appointed by the Court), on the following terms, that is to say:

A. FOR CASH: The undersigned Master in Equity for Horry County will require, at the time of the bid, a deposit of five (5%) percent on the amount of the bid (in cash or equivalent) same to be applied on the purchase price if compliance is made; but in the event compliance is not made, the deposit may be forfeited without further hearing and applied first to costs of the action and then to Plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse to make the required deposit at the time of bid or comply with the other terms of the bid

within thirty (30) days, then the property may be re-sold on the same terms and conditions on some subsequent sales day, but at the risk of the defaulting bidder(s).

B. The successful bidder at the sale should be required to pay interest from the date of sale at the judgment rate of interest of 4.875%. at the per diem rate of \$9.16 to compliance.

C. The sale shall be subject to taxes and assessments, existing easements and restrictions and easements and restrictions of record, and any other senior encumbrances.

D. Plaintiff to pay for any statutory commission on sale from the proceeds of sale, and Purchaser to pay for deed preparation, costs of recording the deed and deed stamps.

8. A personal or deficiency judgment is specifically waived, bidding will conclude at the **fall of the gavel** on the date of the sale.

9. The undersigned Master in Equity for Horry County, will by advertisement according to law, give notice of the time, and place of sale; advertisement shall not be initiated any sooner than six weeks prior to the scheduled sales date; and the terms thereof, and will execute to the Purchaser, or Purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, may become a purchaser at such sale, and that if, upon such sale being made, the Purchaser, or Purchasers, should fail to comply with the terms thereof within thirty (30) days after date of sale, then the undersigned Master in Equity for Horry County may advertise the said premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

10. The undersigned Master in Equity for Horry County will apply the proceeds of sale as follows:

**FIRST:** To the payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court.

**NEXT:** To the payment to the Plaintiff or Plaintiff's attorney, of the amount of Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same.

**NEXT:** Any surplus will be held pending further Order of this Court.

11. The Plaintiff shall have judgment of foreclosure.

12. If the Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses, and the indebtedness of Plaintiff in full, Plaintiff may pay to the undersigned Master in Equity for Horry County only the amount of the costs and expenses, crediting the balance of the bid on Plaintiff's indebtedness.

13. Should the Plaintiff, Plaintiff's attorney or agent fail to appear on sales day, the property shall not be sold, but shall be re-advertised and sold at some convenient sales day thereafter when the Plaintiff, Plaintiff's attorney or agent is present.

14. In the event of surplus funds and upon notification of the same, the Plaintiff shall provide this court Mortgagor's contact and identifying information ("Ordered Information") from their files so that Mortgagor may be located and notified of any remaining surplus funds. Ordered Information includes, but is not necessarily limited to the following: names, most recent mailing address, most recent email address, phone numbers, date of birth and social security numbers. Ordered Information provided to this court shall be kept confidential, shall be used for the sole purpose of notifying Owners of remaining surplus funds, and shall be destroyed upon distribution of attributable surplus funds. Ordered Information will not be published in the public record. Ordered Information required by this court shall be provided to the court within a reasonable time period.

15. In the event the successful bidder is other than the Defendant in possession herein, upon the presentation of a Writ of Assistance, the Sheriff of Horry County is ordered and directed to eject and remove from the premises the occupant(s) of the property sold, together with all

personal property located thereon, and put the successful bidder or his assigns in such peaceable possession. Removing the personal property shall not cause a public nuisance.

16. The successful bidder upon timely submission of the bid deposit shall be entitled to payoff amounts from any lienholder associated with the property that is the subject of this action. Liens include, but are not limited to, mortgages, statutory liens (mechanic's liens, property owners' association liens or other liens created by operation of law), judgments, tax liens and others. In the event the Plaintiff is the successful bidder, Plaintiff shall also be entitled to payoff amounts from lienholders. Lienholders shall provide payoff information within ten (10 days) of request.

17. The deed of conveyance made pursuant to this sale shall be indexed in the grantor index by the Register of Deeds in the name of the owner of record of subject property immediately prior to execution of the deed, as well as in the name of the undersigned Master in Equity for Horry County, who executes such deed as grantor.

18. The Master in Equity for Horry County shall direct the Clerk of Court/Register of Deeds to release of record the mortgage lien being foreclosed after the Order Confirming Sale and Disbursements has been executed and filed, which mortgage lien is described as follows:

That certain Mortgage given by Eric M. Vaughn to United States of America acting through the Rural Housing Service or successor agency dated April 5, 2010, and recorded in the Office of the Clerk of Court/Register of Deeds for Horry County on April 6, 2010, in Book 5244 at Page 128.

19. The undersigned Master in Equity for Horry County will retain jurisdiction to do all the necessary acts incident to this foreclosure including, but not limited to, the issuance of a Supplemental Order to evidence additional debt incurred if the sale of the property is delayed by the filing of a bankruptcy petition, transfer of service of the Note and Mortgage by the Plaintiff, or an attempt of the parties to reach a settlement, the issuance of a Supplemental Order to correct a

harmless error in the action that does not substantially affect the rights of the parties, the issuance of a Writ of Assistance, disposing of any surplus funds pursuant to Rule 71(c), SCRCP, and hearing any issues involving appraisal proceedings under S.C. Code Ann §29-3-680 et seq (1976) as amended.

20. The mortgaged property to be sold by the Master in Equity for Horry County is described as:

*All and singular, all that certain piece, parcel or lot of land, lying and being in Conway Township, Horry County, South Carolina, being designated as Lot No. 121, as shown on a map prepared by S.D. Cox Surveyors, Inc., dated December 16, 1977, Pine Valley Estates, Phase Two. A copy of said map is incorporated herein as forming a part of this description.*

*This being the same property conveyed to Eric M. Vaughn by deed of All Star Financial, LLC dated April 5, 2010 and recorded in the Office of the Register of Deeds for Horry County on April 6, 2010 in Book 3453 at Page 2810.*

*TMS No.: 1501711033  
Address: 615 Ford Circle, Conway, South Carolina 29526*

**[MASTER IN EQUITY ELECTRONIC SIGNATURE PAGE TO FOLLOW]**

February \_\_\_\_\_, 2025.  
Horry County, South Carolina

**FORM 4**

**STATE OF SOUTH CAROLINA  
COUNTY OF HORRY**

**IN THE COURT OF COMMON PLEAS**

**JUDGMENT IN A CIVIL CASE**

**CASE NO.: 2023-CP-26-06121**

United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture,

Eric M. Vaughn, South Carolina Department of Revenue, and Occupant(s),

DEFENDANTS.

PLAINTIFF,

<b>Submitted by:</b> HARRELL, MARTIN & PEACE, P.A. Taylor A. Peace, SC Bar #100206 Jamie A. Weller, SC Bar #105548 135 Columbia Avenue, Post Office Box 1000 Chapin, South Carolina 29036	<b>Attorney for:</b> <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant
--	---

**DISPOSITION TYPE (CHECK ONE):**

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

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

**ORDER INFORMATION**

This order  ends  does not end the case.  
 Additional Information for the Clerk : \_\_\_\_\_

<b>INFORMATION FOR THE PUBLIC INDEX</b>		
<b>Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.</b>		
<b>Judgment in Favor of (List name(s) below)</b>	<b>Judgment Against (List name(s) below)</b>	<b>Judgment Amount To be Enrolled (List amount(s) below)</b>
United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture	Eric M. Vaughn	THE PROPERTY WHICH IS THE SUBJECT OF THIS ACTION BE SOLD AT PUBLIC SALE PURSUANT TO THE JUDGMENT OF FORECLOSURE AND ORDER FOR SALE.  \$n/a
If applicable, describe the property, including tax map information and address, referenced in the order: TMS No.: 1501711033 Address: 615 Ford Circle, Conway, South Carolina 29526		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.  
**Note: Title abstractors and researchers should refer to the official court order for judgment details.**

\_\_\_\_\_, 20\_\_\_\_.  
 Alan Clemmons  
 Master in Equity for Horry County





## Horry Common Pleas

**Case Caption:** United States Of America , plaintiff, et al VS Eric M Vaughn ,  
defendant, et al  
**Case Number:** 2023CP2606121  
**Type:** Master/Order/Foreclosure & Sale and Form 4

So Ordered

s/Alan D. Clemmons 3088 Master in Equity

Electronically signed on 2025-02-09 14:21:32 page 16 of 16

STATE OF SOUTH CAROLINA  
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS  
C/A NO.: 2023-CP-26-06121

United States of America acting through the  
Rural Housing Service or successor agency,  
United States Department of Agriculture,

Plaintiff,

vs.

Eric M. Vaughn, and South Carolina  
Department of Revenue,

Defendants,

**ORDER DENYING MOTION TO  
ALTER OR AMEND**

After review of Plaintiff’s Motion to Reconsider or Alter and Amend (“Motion”), the court has determined that the original ruling detailed in this court’s Order of February 10, 2025 is unchanged. Plaintiff’s Motion to Reconsider or Alter or Amend is denied.

This denial was determined upon subsequent review of the pleadings, evidence presented in the hearing on the merits and Plaintiff’s Motion. This court reiterates that this property has been unoccupied since the date of default (November 28, 2018), therefore this court will award principal and two years of interest plus interest accruing during COVID 19 moratoriums implemented by the United States Department of Agriculture and South Carolina Law, if any, that apply to vacant property. Plaintiff failed to provide authority to confirm any applicable moratoriums on foreclosures of vacant property. As indicated in the February 10, 2025 Order, the debt amount shall be further reduced by the amounts charged for caretaking and maintenance costs, and negative escrow balances due to Plaintiff’s failure to provide supporting invoices for these charges as requested.

This court heard this matter on October 9, 2024 and requested that supporting invoices be provided within ten days of the hearing. On October 18, 2024 this court's staff attorney contacted Plaintiff's counsel regarding the status of the request. On October 21, 2024 Plaintiff's counsel requested a couple of additional days to provide the requested information. This request was granted, yet no invoices were produced. On November 15, 2024 the staff attorney inquired regarding the court's requested information. On December 5, 2024 the court communicated it's ruling to Plaintiff's counsel. On December 20, 2024 , Plaintiff's counsel informed the court that he was going to once again reach out to his client. The court allowed five additional business days to comply with this request. On December 20, 2024 Plaintiff's counsel communicated to the court that he had a 2:00 meeting with his client regarding the request. No further communication was received from Plaintiff's counsel and on January 23, 2025 the court requested a proposed Order containing the above-referenced ruling. The proposed Order was signed on February 10, 2025 after several extensions to produce requested information were given to Plaintiff's counsel. The disallowed amounts are significant and the production of invoices to substantiate those charges should have been readily available from Plaintiff's records. Instead, over four months have passed without the production of the requested information.

**[MASTER IN EQUITY ELECTRONIC SIGNATURE PAGE TO FOLLOW]**



## Horry Common Pleas

**Case Caption:** United States Of America , plaintiff, et al VS Eric M Vaughn ,  
defendant, et al  
**Case Number:** 2023CP2606121  
**Type:** Master/Order/Other

So Ordered

s/Alan D. Clemmons 3088 Master in Equity

Electronically signed on 2025-03-12 13:48:59 page 3 of 3

STATE OF SOUTH CAROLINA  
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS  
C/A NO.: 2023-CP-26-\_\_\_\_\_

United States of America acting through the  
Rural Housing Service or successor agency,  
United States Department of Agriculture,

Plaintiff,

vs.

Eric M. Vaughn, and South Carolina  
Department of Revenue,

Defendants.

**LIS PENDENS**

NOTICE IS HEREBY GIVEN that an action will be commenced within twenty (20) days of the filing of this Notice upon Complaint of the above-named Plaintiff against the above-named Defendants for the foreclosure of a Mortgage dated April 5, 2010, given by Eric M. Vaughn ("Mortgage"), said Mortgage having been recorded in the Office of the Clerk of Court or Register of Deeds for Horry County on April 6, 2010, in Book 5244 at Page 128. The said mortgaged premises affected by the foreclosure are situate in Horry County, in the State of South Carolina, and described in said Mortgage as follows:

*All and singular, all that certain piece, parcel or lot of land, lying and being in Conway Township, Horry County, South Carolina, being designated as Lot No. 121, as shown on a map prepared by S.D. Cox Surveyors, Inc., dated December 16, 1977, Pine Valley Estates, Phase Two. A copy of said map is incorporated herein as forming a part of this description.*

*This being the same property conveyed to Eric M. Vaughn by deed of All Star Financial, LLC dated April 5, 2010 and recorded in the Office of the Register of Deeds for Horry County on April 6, 2010 in Book 3453 at Page 2810.*

*TMS No.:* 1501711033  
*Address:* 615 Ford Circle, Conway, South Carolina 29526

**HARRELL, MARTIN & PEACE, P.A.**

/s/ Jamie Anna Weller  
Taylor A. Peace, SC Bar #100206  
Jamie Anna Weller, SC Bar #105548  
135 Columbia Avenue  
Post Office Box 1000  
Chapin, South Carolina 29036  
(803) 345-3353  
ATTORNEY FOR PLAINTIFF

Chapin, South Carolina  
October 2, 2023

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

C/A NO.: 2023-CP-26-\_\_\_\_\_

United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture,

Plaintiff,

vs.

Eric M. Vaughn, and South Carolina Department of Revenue,

Defendants.

**SUMMONS**  
(Non-Jury)  
(Foreclosure)  
(Deficiency Waived)

TO THE DEFENDANT(S) ABOVE NAMED:

***THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.***

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers at their offices, 135 Columbia Avenue, PO Box 1000, Chapin, South Carolina 29036, within thirty (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the complaint.

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

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by Plaintiff.

YOU WILL ALSO TAKE NOTICE that under the provisions of South Carolina Code 29-3-100, effective June 16, 1993, any collateral assignment of rents contained in the attached mortgage is perfected and Plaintiff hereby gives notice that all rents shall be payable directly to it

by delivery to its undersigned attorneys from the date of default. In the alternative, Plaintiff will move before a judge of this Circuit on the 10<sup>th</sup> day after service hereof, or as soon thereafter as counsel may be heard, for an Order enforcing the assignment of rents, if any, and compelling payment of all rents covered by such assignment directly to the Plaintiff, which motion is to be based upon the original note and mortgage (as defined in the Complaint) and the Complaint attached hereto.

**HARRELL, MARTIN & PEACE, P.A.**

/s/ Jamie Anna Weller  
Taylor A. Peace, SC Bar #100206  
Jamie Anna Weller, SC Bar #105548  
135 Columbia Avenue  
Post Office Box 1000  
Chapin, South Carolina 29036  
(803) 345-3353  
ATTORNEY FOR PLAINTIFF

Chapin, South Carolina  
October 2, 2023

STATE OF SOUTH CAROLINA  
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS  
C/A NO.: 2023-CP-26-\_\_\_\_\_

United States of America acting through the  
Rural Housing Service or successor agency,  
United States Department of Agriculture,

Plaintiff,

vs.

Eric M. Vaughn, and South Carolina  
Department of Revenue,

Defendants.

**COMPLAINT**  
(Non-Jury)  
(Foreclosure)  
(Deficiency Waived)

***THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT,  
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.***

The Plaintiff above named, complaining of the Defendants above named, alleges as follows:

1. The Plaintiff is the United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture (“Plaintiff”).
2. Upon information and belief, Defendant Eric M. Vaughn (“Defendant Vaughn”) is a citizen and resident of the County of Horry, State of South Carolina; and upon information and belief, Defendant South Carolina Department of Revenue is a State agency organized and existing under the laws of the State of South Carolina.
3. The Defendant(s) herein described as judgment creditors have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the provisions of Section 15-35-840 of the South Carolina Code of Laws (1976), as amended.
4. Upon information and belief, the real and/or personal property which is/are the subject of this action is located in the County of Horry, State of South Carolina, and accordingly, this Court has jurisdiction over this cause.

5. Heretofore, on April 5, 2010, Defendant Vaughn made, executed and delivered to United States of America acting through the Rural Housing Service or successor agency a Promissory Note in the original principal sum of \$80,000.00 ("Note"), a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference.
6. Concurrent with the execution of the Note, Defendant Vaughn also executed a Subsidy Repayment Agreement whereby they agreed to repay the United States of America, acting through the Rural Housing Service, United States Department of Agriculture the subsidy granted thereby ("Subsidy").
7. In order to secure said Note and Subsidy, Defendant Vaughn did on April 5, 2010 make, execute and deliver to United States of America acting through the Rural Housing Service or successor agency, their successors and assigns, a certain Mortgage (hereinafter "Mortgage"), a copy of which is attached hereto as **Exhibit "B"** and incorporated herein by reference, covering the premises located in the County of Horry, State of South Carolina and described as follows:

*All and singular, all that certain piece, parcel or lot of land, lying and being in Conway Township, Horry County, South Carolina, being designated as Lot No. 121, as shown on a map prepared by S.D. Cox Surveyors, Inc., dated December 16, 1977, Pine Valley Estates, Phase Two. A copy of said map is incorporated herein as forming a part of this description.*

*This being the same property conveyed to Eric M. Vaughn by deed of All Star Financial, LLC dated April 5, 2010 and recorded in the Office of the Register of Deeds for Horry County on April 6, 2010 in Book 3453 at Page 2810.*

*TMS#: 1501711033*

*Property Address: 615 Ford Circle, Conway, South Carolina 29526*

8. Plaintiff is informed and believes that the Mortgage constitutes a valid first mortgage lien upon the property described in hereinabove.
9. On April 6, 2010 the said Mortgage was recorded in the Office of the ROD/Clerk of Court for Horry County in Mortgage Book 5244 at Page 128.

10. The installments of principal and interest due under the Note, Subsidy, and Mortgage have not been paid as required by the terms therein and the Plaintiff, as the holder of the said Note, Subsidy, and Mortgage, has and does hereby elect to declare the entire balance of said principal and interest due and payable at once; there is now due and owing and unpaid upon the said Note and Mortgage the principal amount of \$68,597.03, plus accrued interest from August 5, 2018 through December 15, 2022, in the amount of \$14,594.99, plus subsidy granted in the amount of \$235.20, plus late charges in the amount of \$59.29, plus advanced property preservation and escrow in the amount of \$30,547.87, plus interest on advanced property preservation an escrow in the amount of \$2,300.31, for a total balance of \$116,334.69, together with pre-judgment interest at a per diem of \$9.16, with a reasonable sum as attorney's fees and costs of this action.
11. Plaintiff provided all applicable notices of default.
12. Plaintiff may be forced to pay sums for taxes and insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.
13. Plaintiff's right to an immediate personal judgment for the full amount found to be due and owing under the Note, Subsidy, and Mortgage (to be reduced by the subsequent foreclosure sale) pursuant to South Carolina Code §29-3-650 and 29-3-660 is expressly waived.
14. The hereinafter named Defendant(s) may have some interest in or lien upon the premises covered by the Mortgage set forth below, or some part thereof, but that such interests or liens are junior or subsequent to the Plaintiff's lien, or does not attach to the property which is the subject of this action, or has been paid in full and not satisfied of record. Said liens or interests are of record in the Register of Deeds or Clerk of Court for Horry and are described as follows:
  - a. South Carolina Department of Revenue is named a defendant herein by virtue of any right, title, claim or interest in may have in the property subject of this action arising from a tax lien against Eric Vaughn bearing tax lien number 956981 in the sum of \$330.35. Any interest of said defendant is subsequent and junior to Plaintiff's Mortgage.

**WHEREFORE**, Plaintiff prays for judgment against the Defendants as follows:

1. That the amount due upon said Note, Subsidy, and Mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and the costs of this action.
2. That the said Plaintiff's Mortgage be declared a valid first lien and that the said Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due or which may be or have been paid by Plaintiff, together with reasonable attorney's fees, and for the costs of this action.
3. That the mortgaged premises be sold under the direction of this Court, the equity of redemption be barred, and that the proceeds of sale be applied as follows:
  - First, to the costs and expenses of the within action and said sale;
  - Second, to the payment and discharge of the amount due on Plaintiff's Note, Subsidy, and Mortgage, together with attorney's fees as aforesaid;
  - Third, the surplus, if any, be distributed according to law; and
4. For an Order directing and empowering the Sheriff of Horry County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property hereinabove described should the same become necessary.
5. For such other and further relief as this Court may deem just and proper.

**HARRELL, MARTIN & PEACE, P.A.**

/s/ Jamie Anna Weller  
Taylor A. Peace, SC Bar #100206  
Jamie Anna Weller, SC Bar #105548  
135 Columbia Avenue  
Post Office Box 1000  
Chapin, South Carolina 29036  
(803) 345-3353  
ATTORNEY FOR PLAINTIFF

Chapin, South Carolina  
October 2, 2023

**NOTICE AS REQUIRED BY THE  
FAIR DEBT COLLECTION  
PRACTICES ACT, ("THE ACT")  
15 U.S.C. SECTION 1601 AS AMENDED**

1. The amount of the debt is as stated in the Complaint.
2. The Creditor is United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture.
3. The debt described in the Complaint attached hereto will be assumed to be valid by the Creditor's law firm unless you, the debtor, within thirty (30) days after the receipt of this notice, dispute, in writing, the validity of the debt or some portion thereon.
4. If you, the debtor, notify the Creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to you, the debtor, by the Creditor's law firm.
5. If the Creditor named in the attached Complaint is not the original Creditor, and if you make a written request to the Creditor's law firm within thirty (30) days from the receipt of this notice, the name and address of the original Creditor will be mailed to you by the Creditor's law firm.
6. Written requests should be mailed to Harrell, Martin & Peace, P.A., Post Office Box 1000, Chapin, South Carolina 29036.
7. This notice should not be construed as a thirty (30) day grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days.
8. This notice is an attempt to collect a debt and information obtained will be used for that purpose.

# EXHIBIT A

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL HOUSING SERVICE

PROMISSORY NOTE

Type of Loan SECTION 502

SATISFIED

Loan No. \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Date: 04/05 20 10

United States of America

By: \_\_\_\_\_

Title: \_\_\_\_\_

USDA, Rural Housing Services

615 Ford Circle

(Property Address)

Conway

Horry

SC

(City or Town)

(County)

(State)

BORROWER'S PROMISE TO PAY. In return for a loan that I have received, I promise to pay to the order of the United States of America, acting through the Rural Housing Service (and its successors) ("Government") \$ 80,000.00 (this amount is called "principal"), plus interest.

INTEREST. Interest will be charged on the unpaid principal until the full amount of the principal has been paid. I will pay interest at a yearly rate of 4.8750%. The interest rate required by this section is the rate I will pay both before and after any default described below.

PAYMENTS. I agree to pay principal and interest using one of two alternatives indicated below:

I. Principal and interest payments shall be temporarily deferred. The interest accrued to \_\_\_\_\_ shall be added to the principal. The new principal and later accrued interest shall be payable in 396 regular amortized installments on the date indicated in the box below. I authorize the Government to enter the amount of such new principal here: \$ \_\_\_\_\_, and the amount of such regular installments in the box below when such amounts have been determined. I agree to pay principal and interest in installments as indicated in the box below.

II. Payments shall not be deferred. I agree to pay principal and interest in 396 installments as indicated in the box below.

I will pay principal and interest by making a payment every month.  
I will make my monthly payment on the 5th day of each month beginning on May 5, 2010 and continuing for 395 months. 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 April 5, 2043, I still owe amounts under this note, I will pay those amounts in full on that date, which is called the "maturity date."  
My monthly payment will be \$ 406.66. I will make my monthly payment at the post office address noted on my billing statement or a different place if required by the Government.

PRINCIPAL ADVANCES. If the entire principal amount of the loan is not advanced at the time of loan closing, the unadvanced balance of the loan will be advanced at my request provided the Government agrees to the advance. The Government must make the advance provided the advance is requested for an authorized purpose. Interest shall accrue on the amount of each advance beginning on the date of the advance as shown in the Record of Advances below. I authorize the Government to enter the amount and date of the advance as shown in the Record of Advances below. I authorize the Government to enter the amount and date of such advance on the Record of Advances.

HOUSING ACT OF 1949. This promissory note is made pursuant to title V of the Housing Act of 1949. It is for the type of loan indicated in the "Type of Loan" block at the top of this note. This note shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions of this note.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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**LATE CHARGES.** If the Government has not received the full amount of any monthly payment by the end of 15 days after the date it is due, I will pay a late charge. The amount of the charge will be 4 percent of my overdue payment of principal and interest. I will pay this charge promptly, but only once for each late payment.

**BORROWER'S RIGHT TO PREPAY.** I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Government in writing that I am making a prepayment.

I may make a full prepayment or partial prepayment without paying any prepayment charge. The Government will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Government agrees in writing to those changes. Prepayments will be applied to my loan in accordance with the Government's regulations and accounting procedures in effect on the date of receipt of the payment.

**ASSIGNMENT OF NOTE.** I understand and agree that the Government may at any time assign this note without my consent. If the Government assigns the note I will make my payments to the assignee of the note and in such case the term "Government" will mean the assignee.

**CREDIT ELSEWHERE CERTIFICATION.** I certify to the Government that I am unable to obtain sufficient credit from other sources at reasonable rates and terms for the purposes for which the Government is giving me this loan.

**USE CERTIFICATION.** I certify to the Government that the funds I am borrowing from the Government will only be used for purposes authorized by the Government.

**LEASE OR SALE OF PROPERTY.** If the property constructed, improved, purchased, or refinanced with this loan is (1) leased or rented with an option to purchase, (2) leased or rented without option to purchase for 3 years or longer, or (3) is sold or title is otherwise conveyed, voluntarily or involuntarily, the Government may at its option declare the entire remaining unpaid balance of the loan immediately due and payable. If this happens, I will have to immediately pay off the entire loan.

**REQUIREMENT TO REFINANCE WITH PRIVATE CREDIT.** I agree to periodically provide the Government with information the Government requests about my financial situation. If the Government determines that I can get a loan from a responsible cooperative or private credit source, such as a bank or a credit union, at reasonable rates and terms for similar purposes as this loan, at the Government's request, I will apply for and accept a loan in a sufficient amount to pay this note in full. This requirement does not apply to any cosigner who signed this note pursuant to section 502 of the Housing Act of 1949 to compensate for my lack of repayment ability.

**SUBSIDY REPAYMENT AGREEMENT.** I agree to the repayment (recapture) of subsidy granted in the form of payment assistance under the Government's regulations.

**CREDIT SALE TO NONPROGRAM BORROWER.** The provisions of the paragraphs entitled "Credit Elsewhere Certification" and "Requirement to Refinance with Private Credit" do not apply if this loan is classified as a nonprogram loan pursuant to section 502 of the Housing Act of 1949.

**DEFAULT.** If I do not pay the full amount of each monthly payment on the date it is due, I will be in default. If I am in default the Government may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Government may require me to immediately pay the full amount of the unpaid principal, all the interest that I owe, and any late charges. Interest will continue to accrue on past due principal and interest. Even if, at a time when I am in default, the Government does not require me to pay immediately as described in the preceding sentence, the Government will still have the right to do so if I am in default at a later date. If the Government has required me to immediately pay in full as described above, the Government will have the right to be paid back by me for all of its costs and expenses in enforcing this promissory note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

Account #

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 listed above or at a different address if I give the Government a notice of my different address. Any notice that must be given to the Government will be given by mailing it by first class mail to the Government at USDA Rural Housing Service, c/o Customer Service Branch Post Office Box 66889, St. Louis, MO 63166, or at a different address if I am given a notice of that different address.

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. The Government 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. The term "Borrower" shall refer to each person signing this note.

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 Government to demand payment of amounts due. "Notice of dishonor" means the right to require the Government to give notice to other persons that amounts due have not been paid.

**WARNING: Failure to fully disclose accurate and truthful financial information in connection with my loan application may result in the termination of program assistance currently being received, and the denial of future federal assistance under the Department of Agriculture's Debarment regulations, 7 C.F.R. part 3017.**

Eric M. Vaughn Seal  
Borrower Eric M. Vaughn

\_\_\_\_\_  
Borrower Seal

\_\_\_\_\_  
Borrower Seal

\_\_\_\_\_  
Borrower Seal

RECORD OF ADVANCES					
AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
(1) \$80,000.00	04-05-2010	(8) \$		(15) \$	
(2) \$		(9) \$		(16) \$	
(3) \$		(10) \$		(17) \$	
(4) \$		(11) \$		(18) \$	
(5) \$		(12) \$		(19) \$	
(6) \$		(13) \$		(20) \$	
(7) \$		(14) \$		(21) \$	
				TOTAL	\$ 80,000.00

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# EXHIBIT B

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[Space Above This Line For Recording Data]

Form RD 3550-14 SC (Rev. 02-06)

Form Approved OMB No. 0575-0172

United States Department of Agriculture Rural Housing Service

MORTGAGE FOR SOUTH CAROLINA

THIS MORTGAGE ("Security Instrument") is made on April 5, 2010. [Date] The mortgagor is Eric M. Vaughn ("Borrower").

This Security Instrument is given to the United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture ("Lender"), whose address is Rural Housing Service, c/o Centralized Servicing Center, United States Department of Agriculture, P.O. Box 66889, St. Louis, Missouri 63166.

Borrower is indebted to Lender under the following promissory notes and/or assumption agreements (herein collectively called "Note") which have been executed or assumed by Borrower and which provide for monthly payments, with the full debt, if not paid earlier, due and payable on the maturity date:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Maturity Date</u>
April 5, 2010	\$80,000.00	April 5, 2043

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the property covered by this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note, and (d) the recapture of any payment assistance and subsidy which may be granted to the Borrower by the Lender pursuant to 42 U.S.C. §§ 1472(g) or 1490a. 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 Horry, State of South Carolina:

See Attached Exhibit "A"

which has the address of 615 Ford Circle, Conway, South Carolina ("Property Address"); [Street] [City] [ZIP] 29526

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures which now or hereafter are 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."

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

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

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

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

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

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

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If Lender shall acquire or sell the Property after acceleration under paragraph 22, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law or Lender's regulations provide otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied in the following order of priority: (1) to advances for the preservation or protection of the Property or enforcement of this lien; (2) to accrued interest due under the Note; (3) to principal due under the Note; (4) to amounts required for the escrow items under paragraph 2; (5) to late charges and other fees and charges.

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Lender has agreed in writing to such lien or Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of

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the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

Borrower shall pay to Lender such fees and other charges as may now or hereafter be required by regulations of Lender, and pay or reimburse Lender for all of Lender's fees, costs, and expenses in connection with any full or partial release or subordination of this instrument or any other transaction affecting the property.

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

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

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

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

**6. Preservation, Maintenance, and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall maintain the improvements in good repair and make repairs required by Lender. Borrower shall comply with all laws, ordinances, and regulations affecting the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

**8. Refinancing.** If at any time it shall appear to Lender that Borrower may be able to obtain a loan from a responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes, Borrower will, upon the Lender's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby in full.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall

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give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured hereby immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

**14. Governing Law; Severability.** This Security Instrument shall be governed by federal law. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable. This instrument shall be subject to the present regulations of Lender, and to its future regulations not inconsistent with the express provisions hereof. All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

**15. Borrower's Copy.** Borrower acknowledges receipt of one conformed copy of the Note and of this Security Instrument.

**16. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is leased for a term greater than three (3) years, leased with an option to purchase, sold, or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

**17. Nondiscrimination.** If Borrower intends to sell or rent the Property or any part of it and has obtained Lender's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower, will refuse to negotiate for the sale or rental of the Property or will otherwise make unavailable or deny the Property to anyone because of race, color, religion, sex, national origin, disability, age, or familial status, and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on dwelling relating to race, color, religion, sex, national

origin, disability, age or familial status.

**18. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 13 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

**19. Uniform Federal Non-Judicial Foreclosure.** If a uniform federal non-judicial foreclosure law applicable to foreclosure of this security instrument is enacted, Lender shall have the option to foreclose this instrument in accordance with such federal procedure.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Property. The preceding sentence shall not apply to the presence, use, or storage on the Property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any federal, state, or local environmental law or regulation.

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

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

**21. Cross Collateralization.** Default hereunder shall constitute default under any other real estate security instrument held by Lender and executed or assumed by Borrower, and default under any other such security instrument shall constitute default hereunder.

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

**22. SHOULD DEFAULT** occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent, or make an assignment for the benefit of creditors, Lender, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to Lender hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the Property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the Property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future laws.

**23.** The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to Lender secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at Lender's option, any other indebtedness of Borrower owing to by Lender, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the Property, Lender and its agents may bid and purchase as a stranger and may pay Lender's share of the purchase price by crediting such amount on any debts of Borrower owing to Lender, in the order prescribed above.

**24.** Borrower agrees that Lender will not be bound by any present or future state laws, (a) providing for valuation, appraisal, homestead or exemption of the Property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any rights of redemption or possession following any foreclosure sale, or (e) limiting the conditions which Lender may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the Property to a new Borrower. Borrower expressly waives the benefit of any such state law. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent and dower.

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

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

- Condominium Rider  Planned Unit Development Rider  Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider executed by Borrower and recorded with this Security Instrument

Signed, sealed, and delivered in the presence of:

Kara S. Stovall  
Witness

Eric M. Vaughn (Seal)  
Borrower

[Signature]  
Witness

[Signature] (Seal)  
Borrower

AFFIDAVIT OF SUBSCRIBING WITNESS

STATE OF SOUTH CAROLINA }  
COUNTY OF Georgetown } ss:

Before me Wendy A. Hardin, a Notary Public of South Carolina, personally appeared Kara Stovall and made oath that she saw the within named Eric M. Vaughn sign, seal and as his act and deed, deliver the within written mortgage for the uses and purposes therein mentioned, and that she with the undersigned witnessed the execution thereof, and subscribed their names as witnesses thereto.

SWORN to and subscribed before me this 5<sup>th</sup> day of April, 2010.

[Signature]  
Notary Public

Kara S. Stovall  
Witness

My commission expires 2-24-14

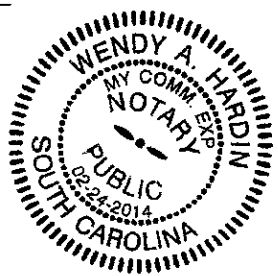


EXHIBIT "A"

All and singular, all that certain piece, parcel or lot of land, lying and being in Conway Township, Horry County, South Carolina, being designated as Lot No. 121, as shown on a map prepared by S.D. Cox Surveyors, Inc., dated December 16, 1977, Pine Valley Estates, Phase Two. A copy of said map is incorporated herein as forming a part of this description.

This being the identical property conveyed to Eric M. Vaughn by deed of All Star Financial, LLC, dated April 5, 2010 and recorded simultaneously herewith in the office of the Register of Deeds for Horry County, South Carolina.

ELECTRONICALLY FILED - 2023 Oct 03 9:12 AM - HORRY - COMMON PLEAS - CASE#2023CP2606121

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

C/A NO.: 2023-CP-26-\_\_\_\_\_

United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture,

**CERTIFICATE OF EXEMPTION/WITHDRAWAL**

Plaintiff,

vs.

Eric M. Vaughn, and South Carolina Department of Revenue,

Defendants.

I CERTIFY THAT THIS ACTION IS EXEMPT FROM ADR BECAUSE:

\_\_\_\_\_ this is a special proceeding or action seeking extraordinary relief such as mandamus, habeas corpus or prohibition.

\_\_\_\_\_ this action is appellate in nature;

\_\_\_\_\_ this is a post-conviction relief matter;

\_\_\_\_\_ this is a contempt of court proceeding;

\_\_\_\_\_ this is a forfeiture proceeding brought by the State;

XXXX this is a case involving a mortgage foreclosure; or

\_\_\_\_\_ the parties submitted the case to voluntary mediation with a certified mediator prior to the filing of this civil action.

**HARRELL, MARTIN & PEACE, P.A.**

/s/ Jamie Anna Weller  
Taylor A. Peace, SC Bar #100206  
Jamie Anna Weller, SC Bar #105548  
135 Columbia Avenue  
Post Office Box 1000  
Chapin, South Carolina 29036  
(803) 345-3353  
ATTORNEY FOR PLAINTIFF

Chapin, South Carolina  
October 2, 2023

**AFFIDAVIT OF SERVICE**

State of South Carolina

County of Horry

Common Pleas Court

Case Number: 2023-CP-26-6121

Plaintiff:  
**United States of America**  
vs.  
Defendant:  
**Eric M Vaughn et al.,**

For: Harrell, Martin & Peace, P.A.

Received by Milligan & Associates LLC to be served on **ERIC M VAUGHN, 114 Green Ave, Shelby, NC 28152. I, DON LAWRENCE**, being duly sworn, depose and say that on the 15 day of APRIL, 2024 at 9:15 A., executed service by delivering a true copy of the **Lis Pendens, Summons and Complaint, and Notice Required by the Fair Debt Collection Practices Act, Exhibits** in accordance with state statutes in the manner marked below:

INDIVIDUAL SERVICE: Served the within-named person.  
 SUBSTITUTE SERVICE: By serving \_\_\_\_\_ as \_\_\_\_\_

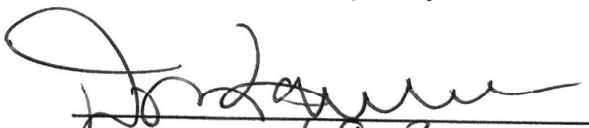
NON SERVICE: For the reason detailed in the Comments below.  
Military Status:  Yes or  No If yes, what branch? \_\_\_\_\_  
Marital Status:  Married or  Single Name of Spouse \_\_\_\_\_

COMMENTS: SERVED IN PERSON ON ERIC VAUGHN, 114 GREEN AVE., SHELBY, NC

I certify that I have no interest in the above action, am of legal age and have proper authority in the jurisdiction in which this service was made.

Subscribed and Sworn to before me on the 15 day of April, 24 by the affiant who is personally known to me.

Claudia Bonilla  
NOTARY PUBLIC exp. Jun 13, 2025



PROCESS SERVER # 4903  
Appointed in accordance with State Statutes

**Milligan & Associates LLC**  
Process@MilliganAndAssociates.com  
P.O. Box 4845  
Florence, SC 29502-4845  
(843) 667-4747

Our Job Serial Number: 2023000627  
Ref: 2518.28706 Vaughn

**CLAUDIA BONILLA**  
Notary Public  
Lincoln County, NC

STATE OF SOUTH CAROLINA  
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS  
CASE NO.: 2023-CP-26-06121

United States of America acting through the Rural  
Housing Service or successor agency, United  
States Department of Agriculture,

Plaintiff(s),

vs.

Eric M. Vaughn, and South Carolina Department  
of Revenue,

Defendant(s).

**ANSWER OF THE SOUTH CAROLINA  
DEPARTMENT OF REVENUE**

**REQUEST FOR NOTICE OF SURPLUS  
FUNDS and CONSENT TO REFERENCE**

Defendant, South Carolina Department of Revenue (Department), answers Plaintiff's  
Complaint as follows:

1. Each and every allegation of the Complaint not specifically admitted herein is denied.
2. The Department admits the allegations contained in the Complaint to the extent it  
alleges the Department has liens attached to the subject property.
3. The Department is without sufficient knowledge and information to either admit or  
deny the allegations contained in the remainder of the Complaint and, therefore, denies the same.
4. The Department consents to reference to a Master-in-Equity or Special Referee of  
Plaintiff's choosing under such terms as Plaintiff deems appropriate.
5. The Department requests notice of any surplus funds.

WHEREFORE, the Department, having fully answered the Complaint, prays that the Court  
protect any interest the Department might have in the subject property, and for such other and further  
relief as the Court deems just and proper.

<<SIGNATURE PAGE TO FOLLOW>>

s/Kiera C. Dillon (S.C. Bar No. 79891)  
Jason P. Luther (S.C. Bar No. 78021)  
South Carolina Department of Revenue  
Office of General Counsel  
300A Outlet Pointe Boulevard  
Columbia, SC 29210  
Phone: 803-898-5130  
Facsimile: 803-896-0171  
Kiera.Dillon@dor.sc.gov  
courtoorders@dor.sc.gov

STATE OF SOUTH CAROLINA  
COUNTY OF Horry

IN THE COURT OF COMMON PLEAS  
C/A NO.: 2023-CP-26-06121

United States of America acting through the  
Rural Housing Service or successor agency,  
United States Department of Agriculture,

Plaintiff,

vs.

Eric M. Vaughn, South Carolina Department  
of Revenue, and Occupant(s),

Defendants,

**ORDER OF REFERENCE**

It appearing that pursuant to Rule 53(b) SCRCF, as amended September 1, 2002, that the herein action is for foreclosure of the Plaintiff's mortgage lien and is an appropriate action to be referred to Alan Clemmons, Master in Equity for Horry County, with authority to enter a final judgment in the case. It further appears that the Defendant Eric M. Vaughn is in default as documented by the Affidavit of Default filed herein.

NOW, upon motion of Jamie Anna Weller, Attorney for Plaintiff, by and with the consent of the attorneys for the answering defendants, if any,

IT IS HEREBY ORDERED, that this action is hereby referred to Alan Clemmons, Master in Equity for Horry County, who, pursuant to Rule 53(b) SCRCF, shall exercise all power and authority which a Circuit Judge sitting without a jury would have, including but not limited to, making findings of fact and conclusions of law; directing entry of a final judgment in this action under Rule 53(b) SCRCF; hearing any issues, including motions, after sale or judgment; issuing any and all Orders and Supplemental Orders, Writs of Assistance and hearing any issues involving possession and/or removal of property and appraisal proceedings under Section 29-3-680, *et seq.*

of the South Carolina Code. Pursuant to Rule 53(b) SCRCRCP, any appeal from the final judgment by the Master in Equity for Horry County shall be to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules. Any judicial sale of the property subject of this action may be held on a day other than the regular judicial sale day.

IT IS SO ORDERED.

**[ELECTRONIC SIGNATURE PAGE TO FOLLOW]**

ON MOTION OF:

**HARRELL, MARTIN & PEACE, P.A.**

/s/ Jamie Anna Weller  
Taylor A. Peace, Esq, SC Bar #100206  
Jamie Anna Weller, Esq. SC Bar #105548  
135 Columbia, Avenue  
Post Office Box 1000  
Chapin, South Carolina 29036  
(803) 345-3353  
ATTORNEY FOR PLAINTIFF



## Horry Common Pleas

**Case Caption:** United States Of America , plaintiff, et al VS Eric M Vaughn ,  
defendant, et al

**Case Number:** 2023CP2606121

**Type:** Order/Referred to Master or Special Referee

So Ordered

s/Renee N. Elvis, Horry County Clerk of Court

Electronically signed on 2024-07-18 14:36:29 page 3 of 3

STATE OF SOUTH CAROLINA  
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS  
C/A NO.: 2023-CP-26-06121

United States of America acting through the  
Rural Housing Service or successor agency,  
United States Department of Agriculture,

Plaintiff,

vs.


Eric M. Vaughn and South Carolina  
Department of Revenue,

Defendants,

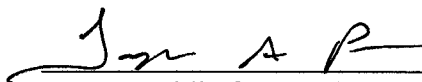
**AFFIDAVIT OF  
DEFAULT**

PERSONALLY appeared before me the undersigned attorney for Plaintiff, who being duly sworn, deposes and says: that the Summons and Complaint were served upon the Defendant s Eric M. Vaughn on April 13, 2024, and South Carolina Department of Revenue on October 6, 2023 as shown by the Affidavits of Service filed herein; that more than thirty (30) days have elapsed since the said Defendants were served; that the said Eric M. Vaughn, and Occupant(s) have served no Answer or other responsive pleading upon the Plaintiff's attorneys as required by the Summons; and that the said Eric M. Vaughn, and Occupant(s) are in default.

**HARRELL, MARTIN & PEACE, P.A.**

  
\_\_\_\_\_  
Jamie Anna Weller, SC Bar# 105548  
Taylor A. Peace, SC Bar# 100206  
135 Columbia, Avenue  
Post Office Box 1000  
Chapin, South Carolina 29036  
(803) 345-3353  
jweller@hmp-law.com  
tpeace@hmp-law.com  
ATTORNEY FOR PLAINTIFF

SWORN to before me this 17<sup>th</sup>  
day of July, 2024.

 (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 1/5/2032

STATE OF SOUTH CAROLINA  
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS  
C/A NO.: 2023-CP-26-06121

United States of America acting through the  
Rural Housing Service or successor agency,  
United States Department of Agriculture,

Plaintiff,

vs.


Eric M. Vaughn and South Carolina  
Department of Revenue,

Defendants,

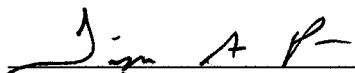
**AFFIDAVIT OF  
NON-MILITARY SERVICE**

PERSONALLY appeared before me the undersigned attorney for Plaintiff, who being duly sworn, deposes and says: that he is familiar with the provisions of 50 U.S.C. App §520, Service members Civil Relief Act, amended December 19, 2003, and represents to the court that upon information available to Plaintiff, the Defendant Eric M. Vaughn is not in the military service of the United States and therefore, not entitled to the protection of the Service members Civil Relief Act, as amended December 19, 2003.

**HARRELL, MARTIN & PEACE, P.A.**

  
\_\_\_\_\_  
Jamie Anna Weller, SC Bar# 105548  
Taylor A. Peace, SC Bar# 100206  
135 Columbia, Avenue  
Post Office Box 1000  
Chapin, South Carolina 29036  
(803) 345-3353  
jweller@hmp-law.com  
tpeace@hmp-law.com  
ATTORNEY FOR PLAINTIFF

SWORN to before me this 17<sup>th</sup>  
day of July, 2024.

  
\_\_\_\_\_  
(SEAL)  
Notary Public for South Carolina  
My Commission Expires: 1/5/2032

STATE OF SOUTH CAROLINA  
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS  
C/A NO.: 2023-CP-26-06121

United States of America acting through the  
Rural Housing Service or successor agency,  
United States Department of Agriculture,

Plaintiff,

vs.

Eric M. Vaughn and South Carolina  
Department of Revenue,  
Defendants.

**NOTICE OF HEARING**

**TO THE ABOVE-NAMED DEFENDANTS:**

A final foreclosure hearing has been scheduled in the above-referenced action for **October 8, 2024 at 11:00 a.m.**, before the Honorable Alan Clemmons, the Master in Equity for Horry County.

This hearing will be held using remote communication technology to avoid the need for a physical appearance by any party, witness, or counsel. The hearing will be conducted by the Master-in-Equity Judge via the Webex Meeting video conferencing system, which has both audio and video capabilities. To join the video conference, please go to <https://horrycountygov.webex.com/horrycountygov/j.php?MTID=m4468ee0ad41ce95c56b0883ecf1ae14b> and enter the **Access code/Meeting ID**. The **Access code/Meeting ID** is 2630 346 4025 and the **Meeting Password: 7JqFnDB3Ry3**. **Tap to join from a mobile device (attendees only) +1-408-418-9388,,26303464025##** United States Toll . If you are unable to access a computer, smartphone, or tablet, or wish to join only via telephone, please call 1-408-418-9388 and utilize the **Access code/Meeting ID: 2630 394 3435** when prompted. If you need assistance joining (using either the audio or video method), please call our offices at 803-345-3353.

Pursuant to S.C. Code §14-11-110, Plaintiff intends to submit written testimony on its behalf and will make the appropriate application to the Master in Equity for Horry County. Please accept this Notice of Hearing as notice of such application.

**HARRELL, MARTIN & PEACE, P.A.**

/s/ Jamie Anna Weller  
TAYLOR A. PEACE, ESQ., SC Bar #100206  
JAMIE ANNA WELLER, ESQ., SC BAR# 105548  
135 Columbia Avenue (Physical Address)  
P.O. Box 1000 (Mailing Address)  
Chapin, South Carolina 29036  
Phone: (803) 345-3353  
Fax: (803) 345-9171  
tpeace@hmp-law.com  
jweller@hmp-law.com  
Attorneys for Plaintiff

Chapin, South Carolina  
September 4, 2024

***This communication is an attempt to collect a debt and any information obtained will be used for that purpose.***

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

C/A NO.: 2023-CP-26-06121

United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture,

**CERTIFICATE OF SERVICE**

Plaintiff,

vs.

Eric M. Vaughn and South Carolina Department of Revenue,

Defendants.

I, Lisa Snell, Paralegal to Jamie Weller of the firm of Harrell, Martin & Peace, P.A., do hereby certify that I have served a copy of the below named document upon the parties listed below by U.S. Mail, postage prepaid, and addressed as follows:

**DOCUMENT SERVED:**

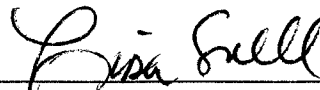
Notice of Hearing

**PARTIES SERVED:**

Eric M. Vaughn  
114 Green Avenue  
Shelby, North Carolina 28152

Jason Phillip Luther  
SC Department of Revenue, Office of General Counsel  
310-A Outlet Pointe Blvd  
Columbia SC 29210

Occupant(s)  
615 Ford Circle  
Conway, South Carolina 29526



\_\_\_\_\_  
Lisa Snell

September 4, 2024

STATE OF SOUTH CAROLINA  
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS  
C/A NO.: 2023-CP-26-06121

United States of America acting through the  
Rural Housing Service or successor agency,  
United States Department of Agriculture,

Plaintiff,

vs.

Eric M. Vaughn, South Carolina Department of  
Revenue, and Occupant(s),

Defendants.

**AFFIDAVIT OF ATTORNEY FEES  
AND COSTS**

**PERSONALLY APPEARED** before me Jamie A. Weller, Esq., who upon being duly sworn, deposes and states:

1. I am an attorney for the Plaintiff in the above-referenced matter.

2. This case is an action to foreclose on a mortgage on real property located in the County listed in the above-caption more fully described in said subject mortgage. The subject mortgage specifically provided that the Plaintiff is entitled to the recovery of attorneys' fees and costs associated with the collection of sums due under the Promissory Note.

3. My firm was retained by Plaintiff in this matter to conduct this foreclosure action. The sum of \$2,500.00 is customary in this area for similar legal services for attorneys of similar experience.

4. Under Dedes v. Strickland, 414 S.E.2d. 134 (S.C. 1992), the Supreme Court of South Carolina has set forth the factors to be considered in an award of attorney's fees in real property actions. These factors include nature, extent, and difficulty of the legal services rendered, the time and labor necessarily devoted to the case, the professional standing of counsel, the contingency of compensation,

the customary fees charged in the locality for similar services and the beneficial result obtained. These factors, as applied in this case, are as follows:

- a. Nature, Extent and Difficulty of the Legal Services Rendered. As stated earlier, this is an action to foreclose a mortgage on real property. The case involved complex issues of real property law. A hearing was held by the Master, who requires an order to be prepared by Plaintiff's counsel. Accordingly, the factual and legal issues presented were complex and detailed in nature, the extent of the work performed was necessary to adequately prepare and try these matters, and the matters decided were of legal and factual difficulty.
- b. Time and Labor Necessarily Devoted to the Case. As stated above, this case involved difficult issues of both legal and factual natures. Approximately 12-15 hours were devoted to the case by my firm. Accordingly, the time and labor devoted to this case were necessary to properly prepare and try this case.
- c. Professional Standing of Counsel. The attorneys representing the Plaintiff in this case are licensed members of the Bar of the State of South Carolina. Collectively, they have several years of experience in practice in South Carolina. The practice of Plaintiff's attorneys consists of foreclosure cases, collection cases, real property closing transactions, real property litigation, land title questions and other land related litigation. More specifically, Plaintiff's attorneys have collectively been involved in hundreds of mortgage foreclosure cases. Accordingly, I submit that Plaintiff's attorneys have high professional standing in general and in this area of practice.
- d. Contingency of Compensation. As recited above, compensation in this case is Two Thousand Five Hundred and 00/100 (\$2,500.00) Dollars and is customary in cases such as this, and as a result, the contingency factor is inapplicable.
- e. Customary Fee Charged on the Locality for Similar Services. I am aware from discussions with clients, other attorneys in the Foreclosure Bar in the Midlands region of South Carolina, and from my general familiarity with the legal profession that the fees charged for services similar to those in this case are from \$850 - \$4,000 per case. Accordingly, the fees charged in this case are within the fee range charged in this locality for similar services.
- f. Beneficial Results Obtained. This attorney obtained beneficial results for the Plaintiff in this action by securing a Judgment enforcing Plaintiff's mortgage rights with regard to the subject real property. Accordingly, it is submitted that beneficial results were obtained by this firm on the Plaintiff's behalf.

5. After due consideration of the nature, extent and difficulty of the legal services rendered, the time and labor necessarily devoted to the case, the professional standing of counsel, the contingency of compensation, the customary fee charged in the locality for similar services,

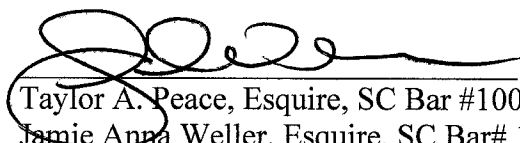
and the beneficial result obtained, I respectfully submit that an award of attorney's fees to the full extent set forth in this Affidavit is appropriate, therefore, Plaintiff is entitled to recover \$2,500.00 in attorneys' fees.

6. The costs in this matter are \$915.86 as set forth in the proposed judgment order prepared by Plaintiff's attorney. These costs include filing fees, reference fees, service costs, and other miscellaneous costs. The costs are reasonable and necessary to pursue this action and are not, I believe, excessive given the nature, extent and difficulty of the legal services in this case, the time and labor devoted to this case, and the beneficial result obtained.

7. Accordingly, the total attorney fees and cost sought in this case and allowable under the terms of the Note, Subsidy and Mortgage total \$3,415.86.

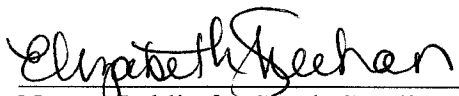
FURTHER DEPONENT SAYETH NOT.

**HARRELL, MARTIN & PEACE, P.A.**



Taylor A. Peace, Esquire, SC Bar #100206  
Jamie Anna Weller, Esquire, SC Bar# 105548  
135 Columbia Avenue (Physical Address)  
Post Office Box 1000 (Mailing Address)  
Chapin, South Carolina 29036  
(803) 345-3353  
ATTORNEY FOR PLAINTIFF

**SWORN** before me this 8th day of October, 2024.

 (L.S.)  
Notary Public for South Carolina  
My Commission Expires: 01-29-2025

STATE OF SOUTH CAROLINA  
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS  
C/A NO.: 2023-CP-26-06121

United States of America acting through the  
Rural Housing Service or successor agency,  
United States Department of Agriculture,  
  
Plaintiff,

**AUTHORITY TO TESTIFY  
AND  
STATEMENT OF DEBT**

vs.

Eric M. Vaughn, South Carolina Department of  
Revenue, and Occupant(s),  
  
Defendants.

BEFORE ME, the undersigned authority, personally appeared Angela Woods-Bargney, Foreclosure Specialist, United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture (“Plaintiff”) who being first duly sworn, deposed and says:

1. I am authorized to sign this affidavit on behalf of Plaintiff. I am further the custodian of the records of this account.

2. Plaintiff has exercised its option under the Promissory Note (“Note”), Mortgage of Real Estate and other applicable loan documents kept in the regular custody of business, to accelerate the loan and declare the entire principal balance, together with interest, advances and other charges immediately due and payable. Plaintiff has the right to foreclose the subject mortgage.

3. The business record attached as **Exhibit A**, which was personally reviewed by me, is a true and correct summary of the account in the underlying action.

4. Plaintiff’s books and records reflect that there is now due and owing to the Plaintiff, exclusive of attorney’s fees and costs, the following amounts:

a.	Principal due as of October 8, 2024	\$68,597.03
b.	Interest from August 5, 2018 through October 8, 2024 at 4.875%	\$20,669.37
c.	Late Charges before being sent to attorney for collection	\$59.29
d.	Subsidy granted	\$235.20
e.	Escrow/Impound required	\$1,230.05
f.	fees required with payoff:	
	o Escrow fees =	\$15,446.49
	o Caretaking fees =	\$26,551.48
	o Paid attorney costs =	\$2,165.86
	o Interest on fees =	\$5,798.39

Total Debt secured by Note and Mortgage,  
including interest to date shown \$140,753.16

Per Diem at \$9.16

The amount due (shown above) shall accrue interest at the rate of 4.875% per annum and together with such interest shall constitute the total debt due the Plaintiff, pursuant to S.C. Code §29-3-630.

5. Interest at the rate of 4.875% continues to accrue for each day that the debt remains unpaid at a rate of \$9.16 per day, subject to any adjustments as provided for in the Note;

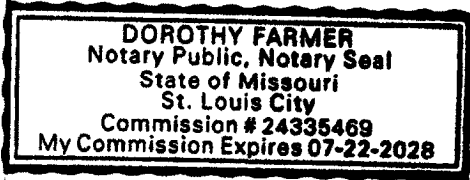
6. Further, the Note, Subsidy and Mortgage are not owned, securitized or guaranteed by Federal National Mortgage Association (Fannie Mae) or Federal Home Loan Mortgage Corporation (Freddie Mac); Plaintiff is not a servicer participating in the Home Affordable Modification Program (HMP); and the Note and Mortgage are not subject to modification under HMP.

7. As a direct result of default under the Note, Subsidy and Mortgage, Plaintiff retained an attorney for its services to collect on its behalf such sum as the Court shall adjudge.

8. Plaintiff hereby gives Harrell, Martin & Peace, P.A. the authority to testify on its behalf regarding this matter.

Further Affiant sayeth not.

October<sup>2</sup>, 2024.



United States of America acting through the  
Rural Housing Service or successor agency,  
United States Department of Agriculture

By: Angela Wood-Bargney  
Title: Foreclosure  
Specialist \_\_\_\_\_

SWORN to before me this 2nd  
day of October, 2024.

Dorothy Farmer (SEAL)  
Notary Public for St. Louis  
My Commission Expires: 7-22-28

FMP1CICS FMP1 FHWB1 FBST WB1 FBST

**PAYOFF FUNDS PANEL**

650 9/25/2024 8:57:48 AM ET PFSP576

Account Number

Name ERIC M VAUGHN

**Funds Detail Information**

**Escrow/Impound Required**

Principal	68597.03	ESCROW ADVANCED	1230.05
Interest From 08/05/18			
To 10/08/24	20669.37		
Subsidy To Be Recaptured	235.20		
Escrow/Impound Required	1230.05		
RD PREMIUM DUE	0.00		
Optional Insurance	0.00		

Late Charges Due	59.29
P&I Advance	0.00
Deferred Amounts	0.00
Fees Assessed with Payoff Quote	0.00

**Interest Calculations**

Rate	From	To/Thru	Int Due
4.875	08/05/18	09/05/24	20367.02
4.875	09/05/24	10/05/24	274.86
4.875	10/05/24	10/08/24	27.49

**Interest Calculations**

Fees Required with Payoff Funds	5798.39
Fees Currently Assessed	44163.83

**Per Diem/Expiration Information**

Buyer Assistance	0.00	After 10/07/24	Add	9.1619	
			AND RECOV/COST INT PERDIEM	5.8964	
			Quote Expires	10/08/24	
			Financed Cov Rebate Good Until	00/00/00	
			After 10/07/24	Add	0.0000
			FOR SIMPLE INSURANCE PER DAY		

**Funds to be Credited**

Less Escrow/Impound Funds	0.00
Less Unapplied Funds	0.00
Less Buydown Funds	0.00
Less Financed Cov Rebate Funds	0.00
Less SAC Amounts Paid	0.00
Less Remaining PRA	0.00
Less Early Refunds	0.00
Payoff Funds Required	140753.16

**Funds Retained**

Escrow/Impound Funds	0.00
Unapplied Funds	0.00
Buydown Funds	0.00

Message: CLICK RETURN TO EXIT

OK

26,526.18

Escrow \$ 15,446.49  
Caretaking \$ 26,151.48  
Atty fees/costs \$ 2,165.86  

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\$ 44,163.83

ELECTRONICALLY FILED - 2024 Oct 07 2:22 PM - HORRY - COMMON PLEAS - CASE#2023CP2606121

**USDA Rural Development  
Customer Service Center  
St. Louis, MO 63166**

**Fee Breakdown**

**Name: Eric M. Vaughn**  
**Account Number:**

Date	Description	Amount
03/19/19	Caretaking / Maintenance	\$25.30
04/30/19	Caretaking / Maintenance	\$25.30
05/24/19	Caretaking / Maintenance	\$25.30
06/26/19	Caretaking / Maintenance	\$25.30
06/27/19	Negative Escrow	\$1,658.05
07/23/19	Caretaking / Maintenance	\$25.30
09/04/19	Caretaking / Maintenance	\$25.30
10/02/19	Caretaking / Maintenance	\$25.30
10/24/19	Caretaking / Maintenance	\$25.30
12/09/19	Caretaking / Maintenance	\$50.60
12/09/19	Caretaking / Maintenance	\$75.89
12/09/19	Caretaking / Maintenance	\$126.48
12/09/19	Caretaking / Maintenance	\$25.30
12/23/19	Caretaking / Maintenance	\$25.30
12/26/19	Caretaking / Maintenance	\$51.48
12/26/19	Caretaking / Maintenance	\$123.76
12/26/19	Caretaking / Maintenance	\$22.82
12/26/19	Caretaking / Maintenance	\$434.82
01/15/20	Caretaking / Maintenance	\$120.00
01/15/20	Caretaking / Maintenance	\$126.48
01/15/20	Caretaking / Maintenance	\$358.94
01/15/20	Caretaking / Maintenance	\$420.00
01/15/20	Caretaking / Maintenance	\$50.60
01/30/20	Managerial / Misc Fee	\$47.18
01/30/20	Managerial / Misc Fee	\$249.42
01/30/20	Managerial / Misc Fee	\$76.58
01/30/20	Managerial / Misc Fee	\$50.00
01/30/20	Managerial / Misc Fee	\$275.83
01/30/20	Managerial / Misc Fee	\$480.00
01/30/20	Managerial / Misc Fee	\$101.18
01/30/20	Managerial / Misc Fee	\$63.24
01/30/20	Managerial / Misc Fee	\$120.80
01/30/20	Managerial / Misc Fee	\$12.64
01/30/20	Managerial / Misc Fee	\$240.00

101.2

101.2

303.5

1,658.30

473.78

1,293.69

**Name: Eric M. Vaughn**

**Account Number:**

Date	Description	Amount
01/31/20	Managerial / Misc Fee	\$25.30
02/20/20	Negative Escrow	\$352.38
03/04/20	Managerial / Misc Fee	\$25.30
03/05/20	Managerial / Misc Fee	\$63.24
04/09/20	Managerial / Misc Fee	\$25.30
04/21/20	Property Inspection	\$25.30
04/23/20	Caretaking / Maintenance	\$250.00
04/23/20	Caretaking / Maintenance	\$63.24
06/02/20	Property Inspection	\$25.30
06/03/20	Caretaking / Maintenance	\$63.24
06/03/20	Caretaking / Maintenance	\$63.24
06/10/20	Negative Escrow	\$2,265.00
06/30/20	Property Inspection	\$25.30
08/07/20	Property Inspection	\$25.30
08/27/20	Managerial / Misc Fee	\$63.24
08/27/20	Managerial / Misc Fee	\$63.24
08/31/20	Caretaking / Maintenance	\$63.24
08/31/20	Caretaking / Maintenance	\$63.24
09/01/20	Caretaking / Maintenance	\$202.40
09/03/20	Managerial / Misc Fee	\$63.24
09/10/20	Managerial / Misc Fee	\$25.30
09/10/20	Managerial / Misc Fee	\$63.24
09/10/20	Managerial / Misc Fee	\$63.24
09/28/20	Managerial / Misc Fee	\$201.40
09/28/20	Managerial / Misc Fee	\$367.69
09/28/20	Managerial / Misc Fee	\$180.00
09/28/20	Managerial / Misc Fee	\$892.77
09/28/20	Managerial / Misc Fee	\$63.24
11/03/20	Property Inspection	\$25.30
11/04/20	Caretaking / Maintenance	\$60.00
11/04/20	Caretaking / Maintenance	\$63.24
11/04/20	Caretaking / Maintenance	\$63.24
11/04/20	Caretaking / Maintenance	\$63.24
11/05/20	Caretaking / Maintenance	\$66.00
11/05/20	Caretaking / Maintenance	\$20.78
12/03/20	Caretaking / Maintenance	\$60.00
12/03/20	Caretaking / Maintenance	\$63.24
12/03/20	Caretaking / Maintenance	\$63.24
12/03/20	Property Inspection	\$25.30

7 25.30  
604.26  
720.98  
1,790.40  
488.28

Name: Eric M. Vaughn

Account Number:

Date	Description	Amount
12/22/20	Property Inspection	\$25.30
12/22/20	Caretaking / Maintenance	\$63.24
01/12/21	Negative Escrow	\$1,131.43
01/28/21	Property Inspection	\$25.30
03/04/21	Property Inspection	\$25.30
03/16/21	Property Inspection	\$25.30
03/18/21	Caretaking / Maintenance	\$126.48
03/18/21	Caretaking / Maintenance	\$100.00
04/19/21	Property Inspection	\$25.30
05/25/21	Property Inspection	\$25.30
05/26/21	Caretaking / Maintenance	\$63.24
05/26/21	Caretaking / Maintenance	\$60.00
05/26/21	Caretaking / Maintenance	\$63.24
05/26/21	Caretaking / Maintenance	\$201.40
05/26/21	Caretaking / Maintenance	\$367.69
07/01/21	Property Inspection	\$25.30
07/02/21	Caretaking / Maintenance	\$63.24
07/06/21	Caretaking / Maintenance	\$63.24
07/27/21	Caretaking / Maintenance	\$101.18
07/27/21	Caretaking / Maintenance	\$50.60
07/28/21	Caretaking / Maintenance	\$63.24
07/29/21	Caretaking / Maintenance	\$50.60
08/02/21	Caretaking / Maintenance	\$63.24
08/04/21	Property Inspection	\$25.30
08/30/21	Caretaking / Maintenance	\$60.00
08/30/21	Caretaking / Maintenance	\$1,319.29
09/01/21	Caretaking / Maintenance	\$63.24
09/15/21	Caretaking / Maintenance	\$63.24
10/20/21	Caretaking / Maintenance	\$63.24
10/20/21	Property Inspection	\$25.30
10/20/21	Caretaking / Maintenance	\$63.24
10/20/21	Property Inspection	\$25.30
10/27/21	Property Inspection	\$25.30
10/29/21	Caretaking / Maintenance	\$50.60
11/01/21	Caretaking / Maintenance	\$63.24
11/10/21	Caretaking / Maintenance	\$63.24
12/01/21	Caretaking / Maintenance	\$63.24
12/07/21	Caretaking / Maintenance	\$63.24
12/30/21	Property Inspection	\$25.30

88.50

1,108.55

565.84

1,977.01

**Name: Eric M. Vaughn**

**Account Number:**

Date	Description	Amount
01/11/22	Negative Escrow	\$2,367.00
01/14/22	Caretaking / Maintenance	\$1,200.00
01/14/22	Caretaking / Maintenance	\$60.00
01/14/22	Caretaking / Maintenance	\$50.60
01/14/22	Caretaking / Maintenance	\$276.77
01/14/22	Caretaking / Maintenance	\$270.23
01/19/22	Caretaking / Maintenance	\$63.24
02/14/22	Property Inspection	\$25.30
03/29/22	Caretaking / Maintenance	\$63.24
03/30/22	Property Inspection	\$25.30
04/01/22	Property Inspection	\$25.30
04/14/22	Negative Escrow	\$1,216.71
05/03/22	Caretaking / Maintenance	\$86.15
05/06/22	Property Inspection	\$25.30
05/17/22	Property Inspection	\$25.30
06/02/22	Caretaking / Maintenance	\$63.24
06/02/22	Caretaking / Maintenance	\$63.24
06/15/22	Negative Escrow	\$2,825.00
06/23/22	Property Inspection	\$25.30
07/13/22	Caretaking / Maintenance	\$63.24
07/13/22	Caretaking / Maintenance	\$63.24
08/15/22	Caretaking / Maintenance	\$63.24
08/15/22	Caretaking / Maintenance	\$63.24
08/18/22	Caretaking / Maintenance	\$362.02
09/12/22	Caretaking / Maintenance	\$63.24
09/13/22	Property Inspection	\$25.30
09/16/22	Caretaking / Maintenance	\$63.24
09/21/22	Caretaking / Maintenance	\$63.24
09/21/22	Caretaking / Maintenance	\$861.60
09/21/22	Caretaking / Maintenance	\$913.42
09/21/22	Caretaking / Maintenance	\$540.00
09/21/22	Caretaking / Maintenance	\$63.24
09/23/22	Property Inspection	\$25.30
10/05/22	Property Inspection	\$25.30
10/20/22	Property Inspection	\$25.30
11/01/22	Caretaking / Maintenance	\$101.18
11/03/22	Caretaking / Maintenance	\$1,419.29
11/04/22	Caretaking / Maintenance	\$63.24
11/04/22	Caretaking / Maintenance	\$63.24

2,659.88

263.33

640.28

2,530.04

1,786.09

**Name: Eric M. Vaughn**

**Account Number:**

Date	Description	Amount
11/04/22	Caretaking / Maintenance	\$126.48
11/09/22	Property Inspection	\$25.30
12/14/22	Caretaking / Maintenance	\$63.24
12/15/22	Caretaking / Maintenance	\$63.24
12/16/22	Caretaking / Maintenance	\$63.24
12/16/22	Caretaking / Maintenance	\$63.24
12/20/22	Property Inspection	\$25.30
12/22/22	Property Inspection	\$25.30
01/17/23	Caretaking / Maintenance	\$63.24
01/17/23	Caretaking / Maintenance	\$1,500.00
01/17/23	Caretaking / Maintenance	\$63.24
01/17/23	Caretaking / Maintenance	\$101.20
01/18/23	Property Inspection	\$25.30
01/18/23	Caretaking / Maintenance	\$201.40
01/18/23	Caretaking / Maintenance	\$367.69
02/15/23	Caretaking / Maintenance	\$63.24
02/15/23	Caretaking / Maintenance	\$63.24
02/15/23	Caretaking / Maintenance	\$20.00
02/15/23	Caretaking / Maintenance	\$40.00
02/15/23	Property Inspection	\$25.30
03/14/23	Caretaking / Maintenance	\$63.24
03/14/23	Caretaking / Maintenance	\$63.24
03/15/23	Property Inspection	\$25.30
03/28/23	Negative Escrow	\$1,216.71
04/18/23	Caretaking / Maintenance	\$63.24
04/18/23	Caretaking / Maintenance	\$367.69
04/18/23	Caretaking / Maintenance	\$63.24
04/18/23	Property Inspection	\$25.30
05/15/23	Caretaking / Maintenance	\$63.24
05/15/23	Caretaking / Maintenance	\$63.24
05/15/23	Caretaking / Maintenance	\$1,419.29
05/15/23	Caretaking / Maintenance	\$160.00
05/16/23	Property Acquisition Liquidation <i>Atty ✓</i>	\$13.30
05/22/23	Property Inspection	\$25.30
06/20/23	Caretaking / Maintenance	\$63.24
06/20/23	Caretaking / Maintenance	\$63.24
06/20/23	Property Inspection	\$25.30
07/21/23	Caretaking / Maintenance	\$63.24
07/25/23	Property Inspection	\$25.30

455.04

2,322.07

363.56

2,225.24

265.62

Name: Eric M. Vaughn

Account Number:

Date	Description	Amount
08/14/23	Caretaking / Maintenance	\$50.00
08/14/23	Caretaking / Maintenance	\$125.00
08/14/23	Caretaking / Maintenance	\$63.24
08/14/23	Caretaking / Maintenance	\$367.69
08/14/23	Caretaking / Maintenance	\$436.02
08/14/23	Property Inspection	\$25.30
09/28/23	Caretaking / Maintenance	\$63.24
09/28/23	Caretaking / Maintenance	\$63.24
09/29/23	Property Inspection	\$25.30
10/16/23	Caretaking / Maintenance	\$63.24
10/16/23	Caretaking / Maintenance	\$63.24
10/16/23	Caretaking / Maintenance	\$75.00
10/16/23	Caretaking / Maintenance	\$63.24
10/16/23	Caretaking / Maintenance	\$224.64
11/14/23	Negative Escrow	\$1,178.95
11/22/23	Property Acquisition Liquidation	\$290.50
11/22/23	Foreclosure Services	\$1,250.00
11/22/23	Property Acquisition Liquidation	\$180.32
11/22/23	Property Acquisition Liquidation	\$90.00
12/18/23	Property Acquisition Liquidation	\$90.00
03/06/24	Negative Escrow	\$1,235.26
05/08/24	Property Preservation Maintenance	\$453.06
05/22/24	Property Acquisition Liquidation	\$95.00
05/28/24	Property and Occupancy Inspection	\$34.23
06/25/24	Property and Occupancy Inspection	\$28.69
06/26/24	Property and Occupancy Inspection	\$28.69
06/26/24	Property and Occupancy Inspection	\$28.69
06/27/24	Property and Occupancy Inspection	\$28.69
07/02/24	Property and Occupancy Inspection	\$28.69
08/30/24	Property Acquisition Liquidation	\$31.74
09/23/24	Property Acquisition Liquidation	\$125.00
10/08/24	<b>CURRENT BALANCE</b>	<b>\$44,163.83</b>

1,041.05

666.44

453.06

177.68

9/24/24, 11:25 AM

Spent to Date



Mortgage Contracting Services, LLC  
 350 Highland Drive Suite 100  
 Lewisville, TX 75067

LOAN #		
Invoice Item	Completion Date	Total
<u>Verify Occupancy - Inspection - Ordered 02/13/2019</u>	2/14/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 03/13/2019</u>	3/14/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 04/11/2019</u>	4/15/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 05/14/2019</u>	5/17/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 06/12/2019</u>	6/16/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 07/10/2019</u>	7/15/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 08/09/2019</u>	8/13/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 09/09/2019</u>	9/13/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 10/11/2019</u>	10/15/2019 11:00:00 AM	\$25.30
<u>Install Lockbox</u>	10/19/2019 11:00:00 AM	\$50.60
<u>Install/Repair Door Lock</u>	10/19/2019 11:00:00 AM	\$75.89
<u>Winterize - Dry Heat System</u>	10/19/2019 11:00:00 AM	\$126.48
<u>Initial Grass Cut up to 5,000 sq ft</u>	11/5/2019 11:00:00 AM	\$358.94
<u>REMOVE EXTERIOR DEBRIS PER CU YD</u>	11/5/2019 11:00:00 AM	\$420.00

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9/24/24, 11:25 AM

Spent to Date

<u>Trim/Remove Trees</u>	11/5/2019 11:00:00 AM	\$434.82
<u>Winterize - Dry Heat System</u>	11/5/2019 11:00:00 AM	\$126.48
<u>Verify Occupancy - Inspection - Ordered 11/14/2019</u>	11/18/2019 11:00:00 AM	\$25.30
<u>Install Padlock and HASP</u>	11/26/2019 11:00:00 AM	\$50.60
<u>REMOVE EXTERIOR DEBRIS PER CU YD</u>	11/26/2019 11:00:00 AM	\$120.00
<u>Spray/Remove Weeds</u>	11/26/2019 11:00:00 AM	\$51.48
<u>Trim/Remove Trees</u>	11/26/2019 11:00:00 AM	\$123.76
<u>Trim/Remove Trees</u>	11/26/2019 11:00:00 AM	\$22.82
<u>Board Window using 1/2in</u>	11/30/2019 11:00:00 AM	\$101.18
<u>REMOVE EXTERIOR DEBRIS PER CU YD</u>	11/30/2019 11:00:00 AM	\$480.00
<u>Spray/Remove Weeds</u>	11/30/2019 11:00:00 AM	\$249.42
<u>Grass Recut up to 5,000 sq ft</u>	12/6/2019 11:00:00 AM	\$63.24
<u>Install/Repair Fascia</u>	12/10/2019 11:00:00 AM	\$50.00
<u>Clean Gutters</u>	12/10/2019 11:00:00 AM	\$47.18
<u>Install/Repair Gutters</u>	12/10/2019 11:00:00 AM	\$76.58
<u>Install/Repair Soffit</u>	12/10/2019 11:00:00 AM	\$120.80
<u>REMOVE EXTERIOR DEBRIS PER CU YD</u>	12/10/2019 11:00:00 AM	\$240.00
<u>Repair Roof</u>	12/10/2019 11:00:00 AM	\$12.64
<u>Cap Chimney</u>	12/13/2019 11:00:00 AM	\$275.83

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9/24/24, 11:25 AM

Spent to Date

<u>Verify Occupancy - Inspection - Ordered 12/13/2019</u>	12/18/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 01/10/2020</u>	1/18/2020 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	1/21/2020 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 02/10/2020</u>	2/15/2020 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 03/09/2020</u>	3/11/2020 11:00:00 AM	\$25.30
<u>Trim Shrubs</u>	3/12/2020 11:00:00 AM	\$250.00
<u>Grass Recut up to 5,000 sq ft</u>	3/26/2020 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	4/5/2020 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 04/06/2020</u>	4/7/2020 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	4/18/2020 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	5/6/2020 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 05/05/2020</u>	5/9/2020 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	5/26/2020 11:00:00 AM	\$63.24
<u>Initial Grass Cut up to 5,000 sq ft</u>	6/1/2020 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	6/10/2020 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 06/05/2020</u>	6/11/2020 11:00:00 AM	\$25.30
<u>Install Slide Bolt</u>	6/16/2020 11:00:00 AM	\$202.40
<u>Grass Recut up to 5,000 sq ft</u>	6/25/2020 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	7/12/2020 11:00:00 AM	\$63.24

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9/24/24, 11:25 AM

Spent to Date

<u>Verify Occupancy - Inspection - Ordered 07/07/2020</u>	7/12/2020 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	7/25/2020 11:00:00 AM	\$63.24
<u>Tarp Roof</u>	8/3/2020 11:00:00 AM	\$892.77
<u>REMOVE EXTERIOR DEBRIS PER CU YD</u>	8/3/2020 11:00:00 AM	\$180.00
<u>Trim/Remove Trees</u>	8/3/2020 11:00:00 AM	\$367.69
<u>Trim/Remove Trees</u>	8/3/2020 11:00:00 AM	\$201.40
<u>Grass Recut up to 5,000 sq ft</u>	8/16/2020 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	8/26/2020 11:00:00 AM	\$63.24
<u>REMOVE EXTERIOR DEBRIS PER CU YD</u>	9/4/2020 11:00:00 AM	\$60.00
<u>Trim/Remove Trees</u>	9/4/2020 11:00:00 AM	\$66.00
<u>Trim/Remove Trees</u>	9/4/2020 11:00:00 AM	\$20.78
<u>Verify Occupancy - Inspection - Ordered 09/09/2020</u>	9/11/2020 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	9/13/2020 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	9/23/2020 11:00:00 AM	\$63.24
<u>Remove Exterior Hazard per cu yd</u>	9/28/2020 11:00:00 AM	\$60.00
<u>Verify Occupancy - Inspection - Ordered 10/07/2020</u>	10/11/2020 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	10/13/2020 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	10/28/2020 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 11/09/2020</u>	11/11/2020 11:00:00 AM	\$25.30

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9/24/24, 11:25 AM

Spent to Date

<u>Grass Recut up to 5,000 sq ft</u>	11/17/2020 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 12/07/2020</u>	12/9/2020 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 01/06/2021</u>	1/8/2021 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 02/04/2021</u>	2/6/2021 11:00:00 AM	\$25.30
<u>Cap Water Line(s)</u>	2/22/2021 11:00:00 AM	\$100.00
<u>Winterize - Dry Heat System</u>	2/22/2021 11:00:00 AM	\$126.48
<u>Verify Occupancy - Inspection - Ordered 03/09/2021</u>	3/10/2021 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	4/7/2021 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 04/06/2021</u>	4/10/2021 11:00:00 AM	\$25.30
<u>REMOVE EXTERIOR DEBRIS PER CU YD</u>	4/12/2021 11:00:00 AM	\$60.00
<u>Trim/Remove Trees</u>	4/12/2021 11:00:00 AM	\$201.40
<u>Trim/Remove Trees</u>	4/12/2021 11:00:00 AM	\$367.69
<u>Grass Recut up to 5,000 sq ft</u>	4/25/2021 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 05/05/2021</u>	5/6/2021 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	5/10/2021 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	5/26/2021 11:00:00 AM	\$63.24
<u>Install Padlock and HASP</u>	6/2/2021 11:00:00 AM	\$50.60
<u>Install/Repair Security Door</u>	6/2/2021 11:00:00 AM	\$101.18
<u>Verify Occupancy - Inspection - Ordered 06/03/2021</u>	6/5/2021 11:00:00 AM	\$25.30

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9/24/24, 11:25 AM

Spent to Date

Install Lockbox	6/8/2021 11:00:00 AM	\$50.60
Grass Recut up to 5,000 sq ft	6/10/2021 11:00:00 AM	\$63.24
Grass Recut up to 5,000 sq ft	6/28/2021 11:00:00 AM	\$63.24
REMOVE EXTERIOR DEBRIS PER CU YD	7/5/2021 11:00:00 AM	\$60.00
Tarp Roof	7/5/2021 11:00:00 AM	\$1,319.29
Verify Occupancy - Inspection - Ordered 07/08/2021	7/10/2021 11:00:00 AM	\$25.30
Grass Recut up to 5,000 sq ft	7/12/2021 11:00:00 AM	\$63.24
Grass Recut up to 5,000 sq ft	7/24/2021 11:00:00 AM	\$63.24
Verify Occupancy - Inspection - Ordered 08/04/2021	8/7/2021 11:00:00 AM	\$25.30
Grass Recut up to 5,000 sq ft	8/8/2021 11:00:00 AM	\$63.24
Grass Recut up to 5,000 sq ft	8/30/2021 11:00:00 AM	\$63.24
Install Padlock and HASP	9/5/2021 11:00:00 AM	\$50.60
Verify Occupancy - Inspection - Ordered 09/07/2021	9/10/2021 11:00:00 AM	\$25.30
Grass Recut up to 5,000 sq ft	9/12/2021 11:00:00 AM	\$63.24
Grass Recut up to 5,000 sq ft	9/26/2021 11:00:00 AM	\$63.24
Verify Occupancy - Inspection - Ordered 10/05/2021	10/6/2021 11:00:00 AM	\$25.30
Grass Recut up to 5,000 sq ft	10/12/2021 11:00:00 AM	\$63.24
Grass Recut up to 5,000 sq ft	10/27/2021 11:00:00 AM	\$63.24
Clean Roof	11/7/2021 11:00:00 AM	\$276.77

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9/24/24, 11:25 AM

Spent to Date

<u>Install Padlock and HASP</u>	11/7/2021 11:00:00 AM	\$50.60
<u>REMOVE EXTERIOR DEBRIS PER CU YD</u>	11/7/2021 11:00:00 AM	\$60.00
<u>Tarp Roof</u>	11/7/2021 11:00:00 AM	\$1,200.00
<u>Repair Roof</u>	11/7/2021 11:00:00 AM	\$270.23
<u>Verify Occupancy - Inspection - Ordered 11/05/2021</u>	11/7/2021 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	11/28/2021 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 12/07/2021</u>	12/9/2021 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	12/12/2021 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 01/05/2022</u>	1/7/2022 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 02/09/2022</u>	2/10/2022 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 03/08/2022</u>	3/11/2022 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	3/24/2022 11:00:00 AM	\$86.15
<u>Verify Occupancy - Inspection - Ordered 04/05/2022</u>	4/10/2022 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	4/13/2022 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	4/24/2022 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 05/06/2022</u>	5/9/2022 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	5/10/2022 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	5/26/2022 11:00:00 AM	\$63.24
<u>Trim/Remove Trees</u>	5/31/2022 11:00:00 AM	\$362.02

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ROA074

9/24/24, 11:25 AM

Spent to Date

<u>Grass Recut up to 5,000 sq ft</u>	6/8/2022 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 06/07/2022</u>	6/10/2022 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	6/23/2022 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	7/7/2022 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 07/08/2022</u>	7/11/2022 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	7/27/2022 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 08/08/2022</u>	8/10/2022 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	8/13/2022 11:00:00 AM	\$63.24
<u>REMOVE EXTERIOR DEBRIS PER CU YD</u>	8/24/2022 11:00:00 AM	\$540.00
<u>Trim/Remove Trees</u>	8/24/2022 11:00:00 AM	\$861.60
<u>Trim/Remove Trees</u>	8/24/2022 11:00:00 AM	\$913.42
<u>Grass Recut up to 5,000 sq ft</u>	8/28/2022 11:00:00 AM	\$63.24
<u>Board Window using 5/8in</u>	9/1/2022 11:00:00 AM	\$101.18
<u>Verify Occupancy - Inspection - Ordered 09/08/2022</u>	9/9/2022 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	9/12/2022 11:00:00 AM	\$63.24
<u>Winterize - Dry Heat System</u>	9/12/2022 11:00:00 AM	\$126.48
<u>Tarp Roof</u>	9/20/2022 11:00:00 AM	\$1,419.29
<u>Grass Recut up to 5,000 sq ft</u>	9/23/2022 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	10/13/2022 11:00:00 AM	\$63.24

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9/24/24, 11:25 AM

Spent to Date

<u>Verify Occupancy - Inspection - Ordered 10/11/2022</u>	10/14/2022 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	10/28/2022 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	11/13/2022 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 11/08/2022</u>	11/14/2022 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	11/28/2022 11:00:00 AM	\$63.24
<u>Tarp Roof</u>	12/7/2022 11:00:00 AM	\$1,500.00
<u>Verify Occupancy - Inspection - Ordered 12/06/2022</u>	12/11/2022 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	12/12/2022 11:00:00 AM	\$63.24
<u>Trim/Remove Trees</u>	12/14/2022 11:00:00 AM	\$201.40
<u>Trim/Remove Trees</u>	12/14/2022 11:00:00 AM	\$367.69
<u>Install Padlock and HASP</u>	12/18/2022 11:00:00 AM	\$101.20
<u>Grass Recut up to 5,000 sq ft</u>	12/28/2022 11:00:00 AM	\$63.24
<u>Cap Dryer Vent</u>	1/5/2023 11:00:00 AM	\$20.00
<u>Cap Water Line(s)</u>	1/5/2023 11:00:00 AM	\$40.00
<u>Verify Occupancy - Inspection - Ordered 01/05/2023</u>	1/11/2023 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	1/12/2023 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	1/28/2023 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 02/03/2023</u>	2/9/2023 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	2/12/2023 11:00:00 AM	\$63.24

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9/24/24, 11:25 AM

Spent to Date

Grass Recut up to 5,000 sq ft	2/26/2023 11:00:00 AM	\$63.24
Verify Occupancy - Inspection - Ordered 03/03/2023	3/10/2023 11:00:00 AM	\$25.30
Grass Recut up to 5,000 sq ft	3/12/2023 11:00:00 AM	\$63.24
Grass Recut up to 5,000 sq ft	3/26/2023 11:00:00 AM	\$63.24
Trim/Remove Trees	3/28/2023 11:00:00 AM	\$367.69
Grass Recut up to 5,000 sq ft	4/6/2023 11:00:00 AM	\$63.24
Verify Occupancy - Inspection - Ordered 04/06/2023	4/12/2023 11:00:00 AM	\$25.30
Repair Roof	4/17/2023 11:00:00 AM	\$160.00
Tarp Roof	4/17/2023 11:00:00 AM	\$1,419.29
Grass Recut up to 5,000 sq ft	4/24/2023 11:00:00 AM	\$63.24
Grass Recut up to 5,000 sq ft	5/8/2023 11:00:00 AM	\$63.24
Verify Occupancy - Inspection - Ordered 05/04/2023	5/10/2023 11:00:00 AM	\$25.30
Grass Recut up to 5,000 sq ft	5/23/2023 11:00:00 AM	\$63.24
Verify Occupancy - Inspection - Ordered 06/06/2023	6/12/2023 11:00:00 AM	\$25.30
Grass Recut up to 5,000 sq ft	6/13/2023 11:00:00 AM	\$63.24
Grass Recut up to 5,000 sq ft	6/24/2023 11:00:00 AM	\$63.24
REMOVE EXTERIOR DEBRIS PER CU YD	7/1/2023 11:00:00 AM	\$125.00
Trim/Remove Trees	7/1/2023 11:00:00 AM	\$367.69
Grass Recut up to 5,000 sq ft	7/9/2023 11:00:00 AM	\$63.24

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9/24/24, 11:25 AM

Spent to Date

<u>Verify Occupancy - Inspection - Ordered 07/07/2023</u>	7/13/2023 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	7/25/2023 11:00:00 AM	\$63.24
<u>REMOVE EXTERIOR DEBRIS PER CU YD</u>	7/26/2023 11:00:00 AM	\$50.00
<u>Trim/Remove Trees</u>	7/26/2023 11:00:00 AM	\$436.02
<u>Grass Recut up to 5,000 sq ft</u>	8/9/2023 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 08/04/2023</u>	8/11/2023 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	8/24/2023 11:00:00 AM	\$63.24
<u>REMOVE EXTERIOR DEBRIS PER CU YD</u>	9/5/2023 11:00:00 AM	\$75.00
<u>Trim/Remove Trees</u>	9/5/2023 11:00:00 AM	\$224.64
<u>Grass Recut up to 5,000 sq ft</u>	9/7/2023 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	9/27/2023 11:00:00 AM	\$63.24
<b>Total Amount Invoiced:</b>		<b>\$25,983.98</b>

STATE OF SOUTH CAROLINA  
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS  
C/A NO.: 2023-CP-26-06121

United States of America acting through the  
Rural Housing Service or successor agency,  
United States Department of Agriculture,

Plaintiff,

vs.

Eric M. Vaughn, and South Carolina  
Department of Revenue,

Defendants,

**NOTICE OF MOTION AND MOTION  
TO ALTER OR AMEND**

**TO THE DEFENDANTS ABOVE NAMED:**

**YOU WILL PLEASE** take notice that Plaintiff United States of America, acting through the Rural Housing Service or successor agency, United States Department of Agriculture (“Plaintiff”), pursuant to Rule 59(e), SCRCF, will move before this Honorable Court ten (10) days after service hereof or as soon thereafter as counsel may be heard for an order altering or amending the Court’s Judgment of Foreclosure and Order for Sale entered in this matter on February 10, 2025 to appropriately make findings of fact and conclusions of law related to the amount of the debt owed under the Note and Mortgage at issue which was presented by Plaintiff and uncontested by the Defendants above-named and to change its rulings which are based on affirmative and other defenses asserted by the Court *sua sponte* and despite Defendant Eric M. Vaughn’s (“Vaughn”) failure and/or refusal to appear and participate in these proceedings.

As grounds for the Motion, Plaintiff would show as follows:

1. The above-captioned action is for the collection of amounts due under a Promissory Note executed by Vaughn dated April 5, 2010 and for the foreclosure of a Mortgage executed contemporaneous therewith encumbering real property located in Horry County, South Carolina commonly referred to as 615 Ford Circle, Conway, South Carolina 29526.

2. The action was initiated by filing a Summons and Complaint on October 3, 2023, and attached thereto were copies of the Promissory Note and Mortgage at issue.

3. The Promissory Note provides, in pertinent part, as follows,

Interest will be charged on the unpaid principal until the full amount of the principal has been paid. I will pay interest at a yearly rate of 4.875%. The interest rate required by this section is the rate I will pay both before and after any default described below.....If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.....If I am in default, the Government....may require me to immediately pay the full amount of the unpaid principal, all the interest that I owe, and any late charges. Interest will continue to accrue on past due principal and interest....If the Government has required me to immediately pay in full as described above, the Government will have the right to be paid back by me for all of its costs and expenses in enforcing this promissory note....Those costs and expenses include, for example reasonable attorneys fees.

4. Relatedly, the Mortgage provides, in pertinent part,

This Security Instrument secures to Lender: (a) repayment of the debt evidenced by the Note, with interest...(b) the payment of all other sums, with interest, advanced under Paragraph 7 to protect the property covered by this Security Instrument [and] (c) the performance of the Borrower's covenants and agreements under this Security Instrument and the Note.....

5. With regard to the payment of taxes, the Mortgage also provides,

Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which may attain priority over this Security Instrument....Borrower shall pay to Lender such fees and other charges as may now or hereafter be required by regulations of Lender and pay or reimburse Lender of all of Lender's fees, costs, and expenses in connection with any full or partial release...or any other transaction affecting the property.

6. With regard to insurance,

Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance....If Borrower fails to maintain coverage described above, at Lender's option, Lender may obtain coverage to protect Lender's rights in the Property pursuant to Paragraph 7.

7. Concerning Paragraph 7 of the Mortgage,

If Borrower fails to perform the covenants and agreements contained in this Security Instrument...the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs....Any amount disbursed under this Paragraph 7 shall become additional debt of Borrower secured by this Security Instrument....these amounts shall bear interest from the date of disbursement from the date disbursement at the Note rate and shall be payable, with interest.....

8. The Mortgage provides that, should default occur, Plaintiff has the right to, among other things, 1) declare the entire amount unpaid under the Note and any indebtedness to Lender hereby secured immediately due and payable, 2) for Vaughn's account incur and pay reasonable expenses for repair and maintenance of the Property, and 3) foreclose the Mortgage.

9. The Summons and Complaint were served on Vaughn on April 13, 2024, and he failed and refused to file an answer or other responsive pleading as shown on an Affidavit of Default filed July 18, 2024.

10. Vaughn also failed and refused to appear at the final hearing on October 8, 2024 and no one appeared on his behalf or presented any affirmative or other defenses despite receiving due and proper notice of same.

11. At the October 8, 2024 hearing, Plaintiff presented as exhibits copies of the 1) Promissory Note, 2) a Subsidy Repayment Agreement, 3) Mortgage, and 4) Authority to Testify and Statement of Debt, all of which went uncontested.

Attached to the Authority to Testify and Statement of Debt were various breakdowns of fees assessed against Vaughn's account and descriptions of each entry. These exhibits and the debt amount was uncontested by the Defendants herein.

12. The Court requested follow-up information from the Plaintiff regarding the payment of taxes, insurance, and caretaking fees, which was provided on November 8, 2024. Plaintiff also provided an additional explanation of the time between Vaughn's default and the institution of this matter.

13. The Judgment sought to be altered and/or amended was issued February 10, 2025. In the Judgment, the Court reduced the amount of interest allowed to be charged on the principal due on the Note to two years from the date of default, November, 2018, and limited the escrow fees (payments advanced for taxes and insurance) and caretaking/property preservation fees sought to be collected to the same two years on the grounds Plaintiff sat on its rights, came into Court with unclean hands, and failed to prove entitlement for reimbursement for advances related to taxes, insurance, and property preservation and maintenance.

14. As to the defense of unclean hands, Plaintiff is informed and believes the Court erred in *sua sponte* asserting the same considering it is an affirmative defense that must be raised by a litigant during the course of a proceeding. See Allendale Cnty. Bank v. Cadle, 348 S.C. 367, 377, 559 S.E.2d 342, 347-48 (Ct. App. 2001) (noting an argument about the doctrine of unclean hands was not properly before the court for review because the appellants did not plead the doctrine "as an affirmative defense in their answers"). In this matter, Vaughn has failed and refused to appear in this matter or assert any defenses or object to Plaintiff's allegations and evidence presented at the final hearing, including the amount and components of Plaintiff's debt. As a result, it is improper for the Court to assert defenses, affirmative or otherwise on Vaughn's

behalf, and the Judgment should be altered or amended to eliminate any finding or conclusion based on the doctrine of unclean hands.

15. The Court alternatively bases its decision to reduce the debt claimed to be owed on a time period in which it believes Plaintiff should have instituted the foreclosure action. It does so without identifying the specific standard on which its finding is based. This is error as there was no evidence of any legal standard, factual standard, or industry standard referenced in the Order or presented to the Court to determine the time in which it would have been reasonable for Plaintiff to institute and finalize the action. It is and was also error for the Court to consider a standard outside of the applicable statute of limitations, which would have been an affirmative defense that Vaughn has waived by his failure to assert same under Rule 8, SCRCP. As a result, it was error for the Court to consider any standard by which Plaintiff is required to commence and finalize its foreclosure action outside of the statute of limitations (which Vaughn waived) and the Judgment should be amended to remove same.<sup>1</sup>

16. The Court similarly erred in asserting a defense of public policy due to the time between Vaughn's default and the initiation of this matter when none of the above-named Defendants asserted same. Alternatively, the Court did not specifically state what public policy is being asserted and/or violated, and, as a result, the Judgment should be amended or revised to clarify which public policy is asserted or violated or the same should be removed as a reason to reduce the debt.

17. Aside from the errors of law resulting from the Court asserting affirmative and other defenses for Vaughn, who is in default, did not appear at the hearing, and refused to contest the

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<sup>1</sup> To the extent the Court were to revise the Judgment to claim Plaintiff's debt is somehow barred or should be reduced by the doctrine of laches, this is also an affirmative defense that Defendant Vaughn waived by not filing an answer or responsive pleading.

matter whatsoever, and/or basing its rulings on the same, the Court also erred in reducing the debt when the evidence presented and accepted is viewed in light of the applicable standard of proof.

18. In particular, the Court appears to be using a higher undefined standard of proof<sup>2</sup> to determine Plaintiff's debt rather than the preponderance of evidence standard which is applicable to mortgage foreclosures. See U.S. Bank Tr. Nat. Ass'n v. Bell, 385 S.C. 364, 684 S.E. 2d 1999 (Ct. App. 2009) ("Generally, the party seeking the foreclosure has the burden of establishing the existence of the debt and the mortgagor's default on that debt. Once the debt and default have been established, the mortgagor has the burden of establishing a defense to foreclosure such as lack of consideration, payment, or accord and satisfaction); Pascoe v. Wilson 416 S.C. 628, 788 S.E. 2d 686 (2016) ("A preponderance of the evidence is evidence which convinces the fact finder as to its truth.); Ralph King Anderson Jr., Requests to Charge -Civil, 2002 §1-3A(1) ("...the plaintiff has the burden of proving her case by what is known in the law as the greater weight or the preponderance of the evidence. When we say that a party must prove a proposition by the greater weight or the preponderance of the evidence, we mean that the evidence on that proposition must be more convincing on that party's side than the other....When the case ends after all the evidence is presented....if those scales remain evenly balanced or if those scales tip ever so slightly in the defendant's favor, then the plaintiff has not met the required burden of proof....If, on the other hand, those scales tip ever so slightly in Plaintiff's favor, then the plaintiff has met the required burden....").

19. In this matter, the uncontested evidence presented by Plaintiff and accepted by the Court indicates: 1) the existence of the Note, Subsidy Repayment Agreement, and Mortgage, 2)

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<sup>2</sup> The higher undefined standard appears situated somewhere between the highest civil action burden of clear and convincing but almost more akin to the criminal standard of beyond a reasonable doubt.

Vaughn's default (by way of failure to and contest the allegations related thereto, and 3) the principal owed, the interest owed from the date of default through the date of the hearing, that Plaintiff paid taxes, insurance, and caretaking fees as allowed by the Mortgage and the amounts related thereto, and 4) that Plaintiff has documentary evidence to support same. This evidence is and should be sufficient to satisfy the applicable standard of proof (preponderance of the evidence) to prove Plaintiff's debt, and it was error for the Court to determine otherwise.

20. The Court further erred by failing to comply with Rule 71(a), SCRCPP and to otherwise enforce the terms of the Note, Subsidy Repayment Agreement, and Mortgage by lowering the debt owed.

21. Under Rule 71(a), SCRCPP,

In foreclosure actions the judge or master shall compute the amounts due the plaintiff and any other claimants, which amounts when determined shall be the total debt due to each. The total debt shall at a minimum set forth clearly the principal due upon default, the rate of interest and interest from date of default to hearing date, any other relevant interest charged, any amounts due or to be credited on escrow items, the taxable costs of collection prior to hearing, and the amount of allowable attorneys fees due and anticipated through conclusion of the action. Also included shall be the rate of interest to accrue until the date of the judgment and the post judgment interest rate. Rule 71(a), SCRCPP.

The debt owed is determined by looking at the facts and evidence presented. See Rule 71(a), SCRCPP. The includes the terms of the Promissory Note and Mortgage, which are contracts and must be construed as such and enforced according to their terms unless an ambiguity exists. This is true regardless of the terms's wisdom, folly, apparent unreasonableness or the parties' failure to guard their rights carefully. See Dept. of Transp. V. M&T Enters. Of Mt. Pleasant, LLC, 379 S.C. 645, 655, 667 S.E. 2d 7, 13 (Ct. App. 2008). As noted, Vaughn has not appeared in this matter, and, as a result, has not asserted an ambiguity in the terms of the Note and Mortgage such that the Court must assume they are unambiguous and must compute the debt according to their

terms taking note of the fact the Note and Mortgage contain no waivers or other relief for Vaughn related to the calculation of interest and overall debt in the event of a long term default. It is error for the Court to artificially impose one and effectively re-write the agreement of the parties which it cannot do. This error is made more glaring by the benefit it gives Vaughn, who failed and refused to participate in this matter, and, since the date of default, could have taken action to protect his rights or dispose of the property if he no longer wished to own same.

This Motion may also be supported by any memoranda or affidavit that may be filed of record, applicable case law, statutory law, and such other and further argument of counsel as may be appropriate.

Respectfully Submitted,

**HARRELL, MARTIN & PEACE, P.A.**

/s/ Taylor A. Peace, Esq.

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Attorneys for Plaintiff

February 20, 2025  
Chapin, South Carolina

Re: Case No.: 2023-CP-26-06121

USDA,

Plaintiff,

vs.

Eric M. Vaughn and  
South Carolina Department of  
Revenue,

Defendant.

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H E A R I N G

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DATE TAKEN: October 8, 2024

LOCATION: All parties attending remotely

B E F O R E: Honorable Alan D. Clemmons

APPEARANCES:

TAYLOR A. PEACE, ESQUIRE

Harrell, Martin & Peace, P.A.

1 35 Columbia Avenue

Chapin, South Carolina 29036-9423

8 03-345-3353

..... on behalf of the Plaintiff

1 THE COURT:

2 All right, moving on. The next case is United  
3 States of America vs. Eric M. Vaughn and the South  
4 Carolina Department of Revenue and Occupants. Docket  
5 number 2023-CP-26-6121. Mr. Peace, the Court be pleased  
6 to hear from you.

7 MR. PEACE:

8 Thank you, Your Honor. May it please the Court.  
9 Taylor Peace for the USDA. This is a default foreclosure  
10 matter related to a piece of property, the foreclosure of  
11 a mortgage of the piece of property. The mortgage was  
12 executed by Eric -- Defendant Eric M. Vaughn, and it  
13 encumbers real property located in Conway or in Horry  
14 County, South Carolina, commonly referred to as 615 Ford  
15 Circle in Conway. And we instituted the matter by filing  
16 a summons and complaint on October 3, 2023. Service was  
17 made on Mr. Vaughn as well as the SCDOR, the other  
18 defendant in this matter, as shown by the affidavits of  
19 service filed in the case.

20 Mr. Vaughn has served no answer or responsive  
21 pleading upon the plaintiff as required, or its  
22 attorneys, as required by the summons, and is indicated  
23 or is in default as indicated on the affidavit of default  
24 filed here, filed in the case. That affidavit of  
25 default, Your Honor -- I don't think I have a copy in my

1 file. However, SCDOR has filed an answer which is of  
2 record. Mr. Vaughn is not in the United States military  
3 service as contemplated by the Civil Service Members  
4 Civil Relief Act. And the case was referred to, Your  
5 Honor, by order of reference, filed July 18, 2024.

6 The defendants were also notified of the time, date,  
7 place of hearing as shown on a notice of hearing filed or  
8 dated September 4 and filed contemporaneous therewith.  
9 As to the actual facts of the case, Judge, Mr. Vaughn  
10 made, executed, and delivered to the plaintiff a  
11 promissory note on April 5, 2010, in the amount of  
12 \$80,000, promising to repay the loan given or represented  
13 thereby. On the same day he executed a subsidy repayment  
14 agreement promising to repay the subsidy granted as part  
15 of the loan transaction that we're talking about here  
16 today.

17 To better secure or to secure the note subsidy, as I  
18 just mentioned, Mr. Vaughn executed a mortgage  
19 encumbering real property, that real property at 615 Ford  
20 Circle in Conway. Mortgage is dated April 5, 2010, and  
21 was recorded on March -- on April 6. It is of record in  
22 the Horry County Register of Deeds office in Book 5244 at  
23 page 128. Your Honor, we believe that that mortgage  
24 constitutes a first lien on the property.

25 Payment due on the note mortgage had not been made

1 as required by the terms thereof, and the plaintiff has  
2 exercised its option under the note. Subsidy and  
3 mortgage documents declared Mr. Vaughn in default,  
4 accelerated the entire indebtedness, then due in owing or  
5 now due in owing, and placed the account in the hands of  
6 my office for collection.

7 As of today's date, Your Honor, there is principal  
8 due and owing in the amount of \$68,597.03, interest due  
9 and owing from August 5, 2018, being the date of default  
10 through today's date at 4.875 percent in the amount of  
11 \$20,669.37. Late charges due and owing in the amount of  
12 \$59.29, a total subsidy due and owing in the amount of  
13 \$235.20, a escrow impounds required due and owing in the  
14 amount of \$1,230.05, fees due and owing in the amount of  
15 -- fees due and owing being escrow fees in the amount  
16 of \$15,446.49, and caretaking fees due and owing in the  
17 amount of \$26,551.48, with interest on those fees as  
18 allowed by the promissory note or as allowed by the  
19 mortgage, a note in the amount of \$5,798.39. There's an  
20 attorney fee due and owing in the amount of -- attorney  
21 fee due and owing, Judge, as allowed by the promissory  
22 note mortgage. It is shown on our affidavit of  
23 attorney's fees and costs in the amount of \$2,500 in cost  
24 of collection prior to today's hearing. Those being  
25 costs expended by my office in the pursuit of the

1 collection of this matter in the amount of \$1,067.06 for  
2 a total debt due and owing in the amount of \$142,003.16  
3 with a per diem of \$9.16.

4 Your Honor, we're seeking the fore -- based on the  
5 amount, based on the terms of the promissory note  
6 mortgage, the default thereon, as well as the total  
7 amount due, the size of the debt, we're asking that the  
8 mortgage be foreclosed upon and the property be sold at  
9 the next available public auction for Horry County being  
10 November 4, 2024.

11 And, Your Honor, we're asking that deficiency --  
12 we're waiving deficiency. As to the caretaking fees,  
13 Your Honor, it was probably a little bit different from  
14 the Fisher matter that Your Honor just heard. It appears  
15 based on the affidavits of service, that Mr. Vaughn was  
16 served out of state at 114 Green Avenue in Shelby, North  
17 Carolina. While I do not know, and I will go back and  
18 ask my client to see if they have a date to see if they  
19 have any notes as to when their management contractor  
20 would have -- see if they have any notes about when Mr.  
21 Vaughn vacated the property, it would appear, based on  
22 the documents that we've got concerning repairs to the  
23 property that were made or may have been made or that  
24 were made, that Mr. Vaughn has been gone for some time.  
25 And so our caretaking fees, unlike with the Fisher

1 matter, those caretaking fees do include and involve  
2 making repairs to the property to keep it up as well as  
3 that which more than likely also would be the reason why  
4 our escrow fees on the taxes, being taxes and insurance  
5 are \$15,000.

6 THE COURT:

7 Thank you, Mr. Peace. I'm going to ask for the same  
8 information on this file as I did on the previous.

9 MR. PEACE:

10 Yes, sir.

11 THE COURT:

12 And I failed to mention on the previous. I'll  
13 mention it now. The Court would also like to have  
14 invoices and any information they can provide us to  
15 substantiate the charges for escrow fees and caretaking  
16 fees.

17 MR. PEACE:

18 Yes, sir. Yes, sir.

19 THE COURT:

20 In both cases.

21 MR. PEACE:

22 Yes, sir.

23 THE COURT:

24 Very good, and ten days for --

25 MR. PEACE:

1 Ten days, yes, sir.

2 THE COURT:

3 Great. Any questions, Mr. Peace?

4 MR. PEACE:

5 No, Your Honor.

6 THE COURT:

7 Nothing further. All right. We stand adjourned,  
8 and we thank you so much, Mr. Peace. It's always a  
9 pleasure, sir.

10 MR. PEACE:

11 All right, thank you, Judge. Before we go, is it  
12 your year for the (inaudible) for the bench ball on  
13 Friday?

14 THE COURT:

15 I plan to be there.

16 MR. PEACE:

17 Well, I was asking if -- are you the coordinator  
18 this year or the planner this year or is it somebody  
19 else?

20 THE COURT:

21 I'm not. I'll be 2025.

22 MR. PEACE:

23 Okay, okay, well, good. This is -- so my oldest  
24 started kindergarten in August. And so, their fall break  
25 is this coming month, is this coming weekend. And we

1 were actually scheduled to go to Blowing Rock --

2 THE COURT:

3 Oh, my.

4 MR. PEACE:

5 -- which is now not happening.

6 THE COURT:

7 Before it blew away.

8 MR. PEACE:

9 That's right. That's right. And so my wife felt  
10 the pressure of we were planning to go somewhere; we're  
11 now not. It's like the one weekend in the fall we can go  
12 without anybody missing school. So instead, we're going  
13 to Atlanta. And this is probably going to be the first  
14 bench ball I've missed in a couple years.

15 THE COURT:

16 I'm sorry that -- we'll miss you there, but hope you  
17 enjoy Atlanta as much as you would have Blowing Rock.

18 MR. PEACE:

19 Yeah, that's right.

20 THE COURT:

21 Good luck with that.

22 MR. PEACE:

23 Yeah. Probably a few less colorful leaves in  
24 Atlanta than there are in Blowing Rock.

25 THE COURT:

1           Probably so. Thank you, Mr. Peace. Take care.

2           MR. PEACE:

3           It's good to see you. Thank you. You, too.

4           (END OF AUDIO)

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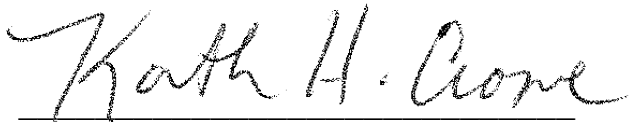
C E R T I F I C A T E

I, the undersigned, Katherine Crowe, CVR-M, Notary Public in and for the State of South Carolina, do hereby certify that the foregoing transcript was prepared by me at my hand;

That I was not present at said proceeding; that the within statements are an accurate transcription of the audio file transcribed, to the best of my ability;

I further certify that I am neither counsel nor solicitor to any of the parties in said suit, nor interested in the event of the cause.

In witness whereof, I have hereunto set my hand and seal this 29th day of April, 2025.



Katherine Crowe, CVR-M  
Notary Public for South Carolina  
My Commission Expires: 9/29/25

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STATE OF SOUTH CAROLINA  
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS  
C/A NO.: 2023-CP-26-06121

United States of America acting through the  
Rural Housing Service or successor agency,  
United States Department of Agriculture,

Plaintiff,

vs.

Eric M. Vaughn, and South Carolina  
Department of Revenue,

Defendants.

**RECORD OF HEARING**  
(Deficiency Waived)

**PURSUANT** to the Order of Reference granted in the above referenced action, a hearing was held on October 8, 2024 at 11:00 A.M. via the video conferencing platform *WEBEX.com*, before Alan Clemmons, Master in Equity for Horry County, State of South Carolina.

**BY THE COURT:** Attorney for the Plaintiff United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture (“Plaintiff”) calls attention to:

1. The filing of the Lis Pendens with the Office of the Clerk of Court for Horry County on April 9, 2023.
2. The filing of the Summons and Complaint with the Office of the Clerk of Court for Horry County on October 3, 2023 and the designation of same as 2023-CP-26-06121 in the Court of Common Pleas.
3. The Affidavit of Service on file indicating Defendant Eric M. Vaughn (“Vaughn”) was served on April 13, 2024.

4. The Affidavit of Service on file indicating the Defendant South Carolina Department of Revenue (“SCDOR”) (SCDOR and Vaughn are sometimes collectively referred to herein as (“Defendants”)) was served on October 6, 2023.
5. The Affidavit of Non-Military Service filed on July 18, 2024 indicating that Vaughn is not in the Military Service of the United States of America, as contemplated under the Service members Civil Relief Act 108 P.L. 189, 117 Stat. 2835 (50 USC App. §§ 501-597b)(“SCRA”), and any amendments thereto.
6. The Affidavit of Default filed July 18, 2024 indicating Vaughn, is in default.
7. The Order of Reference filed July 18, 2024 wherein the above matter was referred to Alan Clemmons, as Master in Equity for Horry County with authority to enter final judgment in the action.
8. The Notice of the hearing was sent to Defendants, which is dated September 4, 2024.

It is stipulated that the signing of the Testimony by the witnesses pursuant to Rule 30 of the South Carolina Rules of Civil Procedure is hereby waived.

**WHEREUPON, ATTORNEY FOR THE PLAINTIFF, BEING FIRST DULY SWORN, TESTIFIED AS FOLLOWS:**

**BY ATTORNEY FOR THE PLAINTIFF:** If it pleases the Court, I represent the Plaintiff in this action.

From the original records or copies of the original records in my possession, from the Complaint herein, and from examination of the records of the Register of Deeds and Clerk of Court’s Offices for Horry County, I find that on April 5, 2010, Vaughn gave a Promissory Note (hereinafter “Note”) to the Plaintiff in the principal amount of \$80,000.00, payable in accordance with the terms and provisions of the Note as to the manner and time of payment. The Note also

contains provisions calling for the assessment of attorney's fees and costs in the event of default and placement in the hands of an attorney for collection.

I would offer a copy of the original Note into evidence as Plaintiff's Exhibit "A".

NOTE identified,  
offered and received in evidence  
as Plaintiff's Exhibit "A".

Contemporaneously therewith, Vaughn made, executed and delivered to the Plaintiff a Subsidy Agreement wherein Vaughn agreed to repay a subsidy he received as part of the loan transaction represented by the Note and Mortgage as issue.

I would offer a copy of the original Subsidy Agreement into evidence and incorporated herein by reference, as Plaintiff's Exhibit "B".

SUBSIDY identified,  
offered and received in evidence  
as Plaintiff's Exhibit "B".

I have next in my possession, a copy of the original Mortgage ("Mortgage") given to secure that Note and Subsidy just offered into evidence and containing similar terms thereto. This instrument was given by Vaughn to Plaintiff, is dated April 5, 2010, was recorded on April 6, 2010, and is of record in the office of the Clerk of Court/Register of Deeds for Horry County in Book 5244 at Page 128.

This Mortgage constitutes a first lien on the subject property.

I would offer a copy of the original Mortgage into evidence and incorporated herein by reference, covering the premises located in the County of Horry, State of South Carolina, as Plaintiff's Exhibit "C".

MORTGAGE identified,  
offered and received in evidence  
as Plaintiff's Exhibit "C".

The monthly payments as required by the Note have not been made and the Plaintiff as the holder of the Note, Subsidy and Mortgage has and does hereby elect to declare the entire balance due at once. Demand has been made for payment of same, and after demand, the payments remain in default. Upon default, the Plaintiff elected to exercise its option clearly contained in the Note and Mortgage instruments to declare the entire remaining balance due and payable.

I have in my possession the Authority to Testify and Statement of Debt executed by Plaintiff, which sets out the amount due under the terms of the Note and Mortgage from the date of default through the date of this hearing.

I would offer the Authority to Testify and Statement of Debt of United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture into evidence as Plaintiff's Exhibit "D".

AUTHORITY TO TESTIFY AND STATEMENT OF DEBT  
identified, offered and received  
in evidence as Plaintiff's Exhibit "D".

The principal balance due on the Note and Mortgage at the present time is \$68,597.03. In addition, Plaintiff has computed interest at the rate of 4.875% percent per annum pursuant to the terms of the Note from August 5, 2018, being the date of default, through October 8, 2024, being the date of hearing, for a total of accrued interest being \$20,669.37, plus late charges in the amount of \$59.29; plus total subsidy granted in the amount of \$235.20; plus Escrow/Impound required in the amount of \$1,230.05; plus Escrow Advances incurred in the amount of \$15,446.49; plus Caretaking/Maintenance fees assessed in the amount of \$26,551.48; plus Interest fees required with payoff in the sum of \$5,798.39.

At this time the Plaintiff would direct the Court's attention to the provisions of the Note and Mortgage regarding the assessment of attorney's fees and costs; attorney for Plaintiff would

show that he has expended for advancements properly chargeable to this account and costs of collection including filing fees and service costs prior to the hearing in the amount of \$915.86. In addition, in view of the size of the mortgage debt and the complexity of the foreclosure action, the Plaintiff would request for its attorney the sum of \$2,500.00, as a reasonable attorney's fees pending final accounting of this action, for a total due and owing Plaintiff of \$142,003.16. The total debt of \$142,003.16 will accrue interest at 4.875% percent per annum for a per diem of \$9.16.

SCDOR is named a defendant herein by virtue of any right, title, claim or interest in may have in the property subject of this action arising from a tax lien against Vaughn bearing tax lien number 956981 in the sum of \$330.35. Any interest of said defendant is subsequent and junior to Plaintiff's Mortgage. The Plaintiff moves for foreclosure of its Mortgage with equity of redemption barred, requesting that the proceeds of any public sale be disbursed in accordance with the prayer of the Plaintiff's Complaint and further in accordance with the law and the custom of this Court applicable thereto.

Taxes for the real property are due for the year 2024.

I have nothing further at this time, Your Honor.

REFERENCE ADJOURNED.

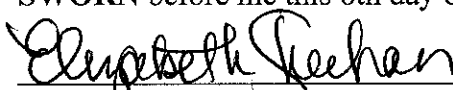
**[SIGNATURES ON FOLLOWING PAGE]**

**HARRELL, MARTIN & PEACE, P.A.**



Taylor A. Peace, Esq., SC Bar #100206  
Jamie A. Weller, Esq., SC Bar#105548  
135 Columbia Avenue (Physical Address)  
Post Office Box 1000 (Mailing Address)  
Chapin, South Carolina 29036  
(803) 345-3353

SWORN before me this 8th day of October, 2024

 (L.S.)  
Notary Public for South Carolina  
My Commission Expires 01-29-2029

# EXHIBIT A

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL HOUSING SERVICE

PROMISSORY NOTE

Type of Loan SECTION 502

SATISFIED

Loan No. \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

United States of America

Date: 04/05 20 10

By: \_\_\_\_\_

Title: \_\_\_\_\_

USDA, Rural Housing Services

615 Ford Circle

(Property Address)

Conway

Horry

SC

(City or Town)

(County)

(State)

BORROWER'S PROMISE TO PAY. In return for a loan that I have received, I promise to pay to the order of the United States of America, acting through the Rural Housing Service (and its successors) ("Government") \$ 80,000.00 (this amount is called "principal"), plus interest.

INTEREST. Interest will be charged on the unpaid principal until the full amount of the principal has been paid. I will pay interest at a yearly rate of 4.8750 %. The interest rate required by this section is the rate I will pay both before and after any default described below.

PAYMENTS. I agree to pay principal and interest using one of two alternatives indicated below:

I. Principal and interest payments shall be temporarily deferred. The interest accrued to \_\_\_\_\_ shall be added to the principal. The new principal and later accrued interest shall be payable in 396 regular amortized installments on the date indicated in the box below. I authorize the Government to enter the amount of such new principal here: \$ \_\_\_\_\_, and the amount of such regular installments in the box below when such amounts have been determined. I agree to pay principal and interest in installments as indicated in the box below.

II. Payments shall not be deferred. I agree to pay principal and interest in 396 installments as indicated in the box below.

I will pay principal and interest by making a payment every month.  
I will make my monthly payment on the 5th day of each month beginning on May 5, 2010 and continuing for 395 months. 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 April 5, 2043, I still owe amounts under this note, I will pay those amounts in full on that date, which is called the "maturity date."  
My monthly payment will be \$ 406.66. I will make my monthly payment at the post office address noted on my billing statement or a different place if required by the Government.

PRINCIPAL ADVANCES. If the entire principal amount of the loan is not advanced at the time of loan closing, the unadvanced balance of the loan will be advanced at my request provided the Government agrees to the advance. The Government must make the advance provided the advance is requested for an authorized purpose. Interest shall accrue on the amount of each advance beginning on the date of the advance as shown in the Record of Advances below. I authorize the Government to enter the amount and date of the advance as shown in the Record of Advances below. I authorize the Government to enter the amount and date of such advance on the Record of Advances.

HOUSING ACT OF 1949. This promissory note is made pursuant to title V of the Housing Act of 1949. It is for the type of loan indicated in the "Type of Loan" block at the top of this note. This note shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions of this note.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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LATE CHARGES. If the Government has not received the full amount of any monthly payment by the end of 15 days after the date it is due, I will pay a late charge. The amount of the charge will be 4 percent of my overdue payment of principal and interest. I will pay this charge promptly, but only once for each late payment.

BORROWER'S RIGHT TO PREPAY. I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Government in writing that I am making a prepayment.

I may make a full prepayment or partial prepayment without paying any prepayment charge. The Government will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Government agrees in writing to those changes. Prepayments will be applied to my loan in accordance with the Government's regulations and accounting procedures in effect on the date of receipt of the payment.

ASSIGNMENT OF NOTE. I understand and agree that the Government may at any time assign this note without my consent. If the Government assigns the note I will make my payments to the assignee of the note and in such case the term "Government" will mean the assignee.

CREDIT ELSEWHERE CERTIFICATION. I certify to the Government that I am unable to obtain sufficient credit from other sources at reasonable rates and terms for the purposes for which the Government is giving me this loan.

USE CERTIFICATION. I certify to the Government that the funds I am borrowing from the Government will only be used for purposes authorized by the Government.

LEASE OR SALE OF PROPERTY. If the property constructed, improved, purchased, or refinanced with this loan is (1) leased or rented with an option to purchase, (2) leased or rented without option to purchase for 3 years or longer, or (3) is sold or title is otherwise conveyed, voluntarily or involuntarily, the Government may at its option declare the entire remaining unpaid balance of the loan immediately due and payable. If this happens, I will have to immediately pay off the entire loan.

REQUIREMENT TO REFINANCE WITH PRIVATE CREDIT. I agree to periodically provide the Government with information the Government requests about my financial situation. If the Government determines that I can get a loan from a responsible cooperative or private credit source, such as a bank or a credit union, at reasonable rates and terms for similar purposes as this loan, at the Government's request, I will apply for and accept a loan in a sufficient amount to pay this note in full. This requirement does not apply to any cosigner who signed this note pursuant to section 502 of the Housing Act of 1949 to compensate for my lack of repayment ability.

SUBSIDY REPAYMENT AGREEMENT. I agree to the repayment (recapture) of subsidy granted in the form of payment assistance under the Government's regulations.

CREDIT SALE TO NONPROGRAM BORROWER. The provisions of the paragraphs entitled "Credit Elsewhere Certification" and "Requirement to Refinance with Private Credit" do not apply if this loan is classified as a nonprogram loan pursuant to section 502 of the Housing Act of 1949.

DEFAULT. If I do not pay the full amount of each monthly payment on the date it is due, I will be in default. If I am in default the Government may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Government may require me to immediately pay the full amount of the unpaid principal, all the interest that I owe, and any late charges. Interest will continue to accrue on past due principal and interest. Even if, at a time when I am in default, the Government does not require me to pay immediately as described in the preceding sentence, the Government will still have the right to do so if I am in default at a later date. If the Government has required me to immediately pay in full as described above, the Government will have the right to be paid back by me for all of its costs and expenses in enforcing this promissory note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

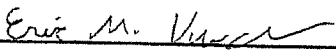
Account #

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 listed above or at a different address if I give the Government a notice of my different address. Any notice that must be given to the Government will be given by mailing it by first class mail to the Government at USDA Rural Housing Service, c/o Customer Service Branch Post Office Box 66889, St. Louis, MO 63166, or at a different address if I am given a notice of that different address.

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. The Government 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. The term "Borrower" shall refer to each person signing this note.

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 Government to demand payment of amounts due. "Notice of dishonor" means the right to require the Government to give notice to other persons that amounts due have not been paid.

**WARNING: Failure to fully disclose accurate and truthful financial information in connection with my loan application may result in the termination of program assistance currently being received, and the denial of future federal assistance under the Department of Agriculture's Debarment regulations, 7 C.F.R. part 3017.**

 Seal  
 Borrower Eric M. Vaughn

\_\_\_\_\_ Seal  
 Borrower

\_\_\_\_\_ Seal  
 Borrower

\_\_\_\_\_ Seal  
 Borrower

RECORD OF ADVANCES					
AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
(1) \$ 80,000.00	04-05-2010	(8) \$		(15) \$	
(2) \$		(9) \$		(16) \$	
(3) \$		(10) \$		(17) \$	
(4) \$		(11) \$		(18) \$	
(5) \$		(12) \$		(19) \$	
(6) \$		(13) \$		(20) \$	
(7) \$		(14) \$		(21) \$	
				TOTAL	\$ 80,000.00

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# EXHIBIT B

Account # :

**SUBSIDY REPAYMENT AGREEMENT**

Only one agreement should be executed by the subject borrower for the subject property. The agreement is completed at the closing of the first Agency loan to the borrower regardless of whether or not they qualify for payment assistance at that time.

1. As required under section 521 of the Housing Act of 1949 (42 U.S.C. 1490a), subsidy received in accordance with a loan under section 502 of the Housing Act of 1949 is repayable to the Government upon the disposition or nonoccupancy of the security property. Deferred mortgage payments are included as subsidy under this agreement.

2. When I fail to occupy or transfer title to my home, recapture is due. If I refinance or otherwise pay in full without transfer of title and continue to occupy the property, the amount of recapture will be calculated but; payment of recapture can be deferred, interest free, until the property is subsequently sold or vacated. If deferred, the Government mortgage can be subordinated but will not be released nor the promissory note satisfied until the Government is paid in full. In situations where deferment of recapture is an option, recapture will be discounted 25% if paid in full at time of settlement.

3. Calculating Original Equity.

For Self-Help loans, the market value is the appraised value as determined at the time of loan approval/obligation, which is subject to completion per plans and specifications. If the house is not ultimately furnished under the Self-Help program, an amended agreement using the market value definition for all other transactions as outlined below must be completed.

For all other transactions, the market value is the lower of the:

Sales price, construction/rehabilitation cost, or total of these costs, whichever is applicable  
OR

Appraised value as determined at the time of loan approval/obligation.

If the applicant owns the building site free and clear or if an existing non-Agency debt on the site without a dwelling will not be refinanced with Agency funds, the market value will be the lower of the appraised value or the construction cost plus the value of the site.

Market value of property located at:

615 Ford Circle

Conway, SC 29526

\$ 80,000.00

Less Prior Liens

\$ \_\_\_\_\_ Held by \_\_\_\_\_  
\$ \_\_\_\_\_ Held by \_\_\_\_\_

Less Subordinate Affordable Housing Products

\$ \_\_\_\_\_ Held by \_\_\_\_\_  
\$ \_\_\_\_\_ Held by \_\_\_\_\_

Less Rural Development Single Family Housing Loans  
Equals Original Equity (If negative number use "0")

\$ 80,000.00  
\$ 0.00

Percent of Original Equity

(Determined by dividing original equity by the market value) \$ 0.00 %

4. If all loans are not subject to recapture, or if all loans subject to recapture are not being paid, the amount to be recaptured is computed according to the following formula. Divide the balance of loans subject to recapture that are being paid by the balance of all open loans. Multiply the result by 100 to determine the percent of the outstanding balance of open loans being paid.

*According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

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5.

months loan outstanding	Average interest rate paid							
	1 %	1.1 2%	2.1 3%	3.1 4%	4.1 5%	5.1 6%	6.1 7%	>7%
0 - 59	.50	.50	.50	.50	.44	.32	.22	.11
60 - 119	.50	.50	.50	.49	.42	.31	.21	.11
120 - 179	.50	.50	.50	.48	.40	.30	.20	.10
180 - 239	.50	.50	.49	.42	.36	.26	.18	.09
240 - 299	.50	.50	.46	.38	.33	.24	.17	.09
300 - 359	.50	.45	.40	.34	.29	.21	.14	.09
360 & up	.47	.40	.36	.31	.26	.19	.13	.09

6. Calculating Recapture

Current Market value

LESS

- Original amount of prior liens and subordinate affordable housing products,
- RHS balance,
- Reasonable closing costs,
- Principal reduction at note rate,
- Original equity (see paragraph 3), and
- Capital improvements (see 7 CFR part 3550).

EQUALS

Appreciation value. (If this is a positive value, continue.)

TIMES

- Percentage in paragraph 4 (if applicable),
- Percentage in paragraph 5, and
- Return on borrower's original equity (100% - percentage in paragraph 3).

EQUALS

Value appreciation subject to recapture. Recapture due equals the lesser of this figure or the amount of subsidy received.

Borrower agrees to pay recapture in accordance with this agreement.

Borrower <i>Erin M. Vukobratovic</i>	Date 04-05-2010
Borrower	Date 04-05-2010

# EXHIBIT C

ELECTRONICALLY FILED - 2024 Oct 07 2:22 PM - HORRY - COMMON PLEAS - CASE#2023CP2606121

[Space Above This Line For Recording Data]

Form RD 3550-14 SC  
(Rev. 02-06)

Form Approved  
OMB No. 0575-0172

United States Department of Agriculture  
Rural Housing Service

**MORTGAGE FOR SOUTH CAROLINA**

THIS MORTGAGE ("Security Instrument") is made on April 5, 2010. [Date]  
The mortgagor is Eric M. Vaughn ("Borrower").

This Security Instrument is given to the United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture ("Lender"), whose address is Rural Housing Service, c/o Centralized Servicing Center, United States Department of Agriculture, P.O. Box 66889, St. Louis, Missouri 63166.

Borrower is indebted to Lender under the following promissory notes and/or assumption agreements (herein collectively called "Note") which have been executed or assumed by Borrower and which provide for monthly payments, with the full debt, if not paid earlier, due and payable on the maturity date:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Maturity Date</u>
<u>April 5, 2010</u>	<u>\$80,000.00</u>	<u>April 5, 2043</u>

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the property covered by this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note, and (d) the recapture of any payment assistance and subsidy which may be granted to the Borrower by the Lender pursuant to 42 U.S.C. §§ 1472(g) or 1490a. 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 Horry, State of South Carolina:

See Attached Exhibit "A"

which has the address of 615 Ford Circle, Conway, South Carolina  
[Street] [City] [ZIP]  
("Property Address"); 29526

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures which now or hereafter are 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."

*According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

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

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

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

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

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

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

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If Lender shall acquire or sell the Property after acceleration under paragraph 22, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law or Lender's regulations provide otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied in the following order of priority: (1) to advances for the preservation or protection of the Property or enforcement of this lien; (2) to accrued interest due under the Note; (3) to principal due under the Note; (4) to amounts required for the escrow items under paragraph 2; (5) to late charges and other fees and charges.

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Lender has agreed in writing to such lien or Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of

the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

Borrower shall pay to Lender such fees and other charges as may now or hereafter be required by regulations of Lender, and pay or reimburse Lender for all of Lender's fees, costs, and expenses in connection with any full or partial release or subordination of this instrument or any other transaction affecting the property.

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

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

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

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

**6. Preservation, Maintenance, and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall maintain the improvements in good repair and make repairs required by Lender. Borrower shall comply with all laws, ordinances, and regulations affecting the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

**8. Refinancing.** If at any time it shall appear to Lender that Borrower may be able to obtain a loan from a responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes, Borrower will, upon the Lender's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby in full.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall

give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured hereby immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

**14. Governing Law; Severability.** This Security Instrument shall be governed by federal law. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable. This instrument shall be subject to the present regulations of Lender, and to its future regulations not inconsistent with the express provisions hereof. All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

**15. Borrower's Copy.** Borrower acknowledges receipt of one conformed copy of the Note and of this Security Instrument.

**16. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is leased for a term greater than three (3) years, leased with an option to purchase, sold, or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

**17. Nondiscrimination.** If Borrower intends to sell or rent the Property or any part of it and has obtained Lender's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower, will refuse to negotiate for the sale or rental of the Property or will otherwise make unavailable or deny the Property to anyone because of race, color, religion, sex, national origin, disability, age, or familial status, and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on dwelling relating to race, color, religion, sex, national

origin, disability, age or familial status.

**18. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 13 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

**19. Uniform Federal Non-Judicial Foreclosure.** If a uniform federal non-judicial foreclosure law applicable to foreclosure of this security instrument is enacted, Lender shall have the option to foreclose this instrument in accordance with such federal procedure.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Property. The preceding sentence shall not apply to the presence, use, or storage on the Property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any federal, state, or local environmental law or regulation.

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

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

**21. Cross Collateralization.** Default hereunder shall constitute default under any other real estate security instrument held by Lender and executed or assumed by Borrower, and default under any other such security instrument shall constitute default hereunder.

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

**22. SHOULD DEFAULT** occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent, or make an assignment for the benefit of creditors, Lender, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to Lender hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the Property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the Property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future laws.

**23.** The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to Lender secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at Lender's option, any other indebtedness of Borrower owing to by Lender, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the Property, Lender and its agents may bid and purchase as a stranger and may pay Lender's share of the purchase price by crediting such amount on any debts of Borrower owing to Lender, in the order prescribed above.

**24.** Borrower agrees that Lender will not be bound by any present or future state laws, (a) providing for valuation, appraisal, homestead or exemption of the Property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any rights of redemption or possession following any foreclosure sale, or (e) limiting the conditions which Lender may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the Property to a new Borrower. Borrower expressly waives the benefit of any such state law. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent and dower.

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

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

Condominium Rider  Planned Unit Development Rider  Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider executed by Borrower and recorded with this Security Instrument

Signed, sealed, and delivered in the presence of:

Kara S. Stovall  
Witness

Eric M. Vaughn (Seal)  
Borrower

[Signature]  
Witness

[Signature] (Seal)  
Borrower

AFFIDAVIT OF SUBSCRIBING WITNESS

STATE OF SOUTH CAROLINA

COUNTY OF Georgetown

} ss:

Before me Wendy A. Hardin, a Notary Public of South Carolina, personally appeared Kara Stovall and made oath that she saw the within named Eric M. Vaughn sign, seal and as his act and deed, deliver the within written mortgage for the uses and purposes therein mentioned, and that she with the undersigned witnessed the execution thereof, and subscribed their names as witnesses thereto.

SWORN to and subscribed before me this 5<sup>th</sup> day of April, 2010.

[Signature]  
Notary Public

Kara S. Stovall  
Witness

My commission expires 2-24-14

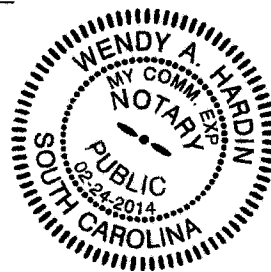


EXHIBIT "A"

All and singular, all that certain piece, parcel or lot of land, lying and being in Conway Township, Horry County, South Carolina, being designated as Lot No. 121, as shown on a map prepared by S.D. Cox Surveyors, Inc., dated December 16, 1977, Pine Valley Estates, Phase Two. A copy of said map is incorporated herein as forming a part of this description.

This being the identical property conveyed to Eric M. Vaughn by deed of All Star Financial, LLC, dated April 5, 2010 and recorded simultaneously herewith in the office of the Register of Deeds for Horry County, South Carolina.

# EXHIBIT D

STATE OF SOUTH CAROLINA  
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS  
C/A NO.: 2023-CP-26-06121

United States of America acting through the  
Rural Housing Service or successor agency,  
United States Department of Agriculture,

Plaintiff,

vs.

Eric M. Vaughn, South Carolina Department of  
Revenue, and Occupant(s),

Defendants.

**AUTHORITY TO TESTIFY  
AND  
STATEMENT OF DEBT**

BEFORE ME, the undersigned authority, personally appeared Angela Woods-Bargney, Foreclosure Specialist, United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture (“Plaintiff”) who being first duly sworn, deposed and says:

1. I am authorized to sign this affidavit on behalf of Plaintiff. I am further the custodian of the records of this account.
2. Plaintiff has exercised its option under the Promissory Note (“Note”), Mortgage of Real Estate and other applicable loan documents kept in the regular custody of business, to accelerate the loan and declare the entire principal balance, together with interest, advances and other charges immediately due and payable. Plaintiff has the right to foreclose the subject mortgage.
3. The business record attached as **Exhibit A**, which was personally reviewed by me, is a true and correct summary of the account in the underlying action.
4. Plaintiff’s books and records reflect that there is now due and owing to the Plaintiff, exclusive of attorney’s fees and costs, the following amounts:

a.	Principal due as of October 8, 2024	\$68,597.03
b.	Interest from August 5, 2018 through October 8, 2024 at 4.875%	\$20,669.37
c.	Late Charges before being sent to attorney for collection	\$59.29
d.	Subsidy granted	\$235.20
e.	Escrow/Impound required	\$1,230.05
f.	fees required with payoff:	
	o Escrow fees =	\$15,446.49
	o Caretaking fees =	\$26,551.48
	o Paid attorney costs =	\$2,165.86
	o Interest on fees =	\$5,798.39

Total Debt secured by Note and Mortgage,  
including interest to date shown \$140,753.16

Per Diem at \$9.16

The amount due (shown above) shall accrue interest at the rate of 4.875% per annum and together with such interest shall constitute the total debt due the Plaintiff, pursuant to S.C. Code §29-3-630.

5. Interest at the rate of 4.875% continues to accrue for each day that the debt remains unpaid at a rate of \$9.16 per day, subject to any adjustments as provided for in the Note;

6. Further, the Note, Subsidy and Mortgage are not owned, securitized or guaranteed by Federal National Mortgage Association (Fannie Mae) or Federal Home Loan Mortgage Corporation (Freddie Mac); Plaintiff is not a servicer participating in the Home Affordable Modification Program (HMP); and the Note and Mortgage are not subject to modification under HMP.

7. As a direct result of default under the Note, Subsidy and Mortgage, Plaintiff retained an attorney for its services to collect on its behalf such sum as the Court shall adjudge.

8. Plaintiff hereby gives Harrell, Martin & Peace, P.A. the authority to testify on its behalf regarding this matter.

Further Affiant sayeth not.

October<sup>2</sup>, 2024.



United States of America acting through the  
Rural Housing Service or successor agency,  
United States Department of Agriculture

By: Angela Wood-Bargney  
Title: Foreclosure  
Specialist \_\_\_\_\_

SWORN to before me this 2nd  
day of October, 2024.

Dorothy Farmer (SEAL)  
Notary Public for St. Louis  
My Commission Expires: 7-22-28

FMP1CICS FMP1 FHWB1 FBST WB1 FBST

**PAYOFF FUNDS PANEL**

650 9/25/2024 8:57:48 AM ET PFSP576

Account Number

Name ERIC M VAUGHN

**Funds Detail Information**

**Escrow/Impound Required**

Principal	68597.03	ESCROW ADVANCED	1230.05
Interest From 08/05/18			
To 10/08/24	20669.37		
Subsidy To Be Recaptured	235.20		
Escrow/Impound Required	1230.05		
RD PREMIUM DUE	0.00		
Optional Insurance	0.00		

Late Charges Due	59.29
P&I Advance	0.00
Deferred Amounts	0.00
Fees Assessed with Payoff Quote	0.00

**Interest Calculations**

Rate	From	To/Thru	Int Due
4.875	08/05/18	09/05/24	20367.02
4.875	09/05/24	10/05/24	274.86
4.875	10/05/24	10/08/24	27.49

**Interest Calculations**

Fees Required with Payoff Funds	5798.39
Fees Currently Assessed	44163.83

**Per Diem/Expiration Information**

Buyer Assistance	0.00	After 10/07/24	Add	9.1619
		AND RECOV/COST INT PERDIEM		5.8964
		Quote Expires		10/08/24
		Financed Cov Rebate Good Until		00/00/00
		After 10/07/24	Add	0.0000
		FOR SIMPLE INSURANCE PER DAY		

**Funds to be Credited**

Less Escrow/Impound Funds	0.00
Less Unapplied Funds	0.00
Less Buydown Funds	0.00
Less Financed Cov Rebate Funds	0.00
Less SAC Amounts Paid	0.00
Less Remaining PRA	0.00
Less Early Refunds	0.00
Payoff Funds Required	140753.16

**Funds Retained**

Escrow/Impound Funds	0.00
Unapplied Funds	0.00
Buydown Funds	0.00

Message: CLICK RETURN TO EXIT

OK

26,526.18

Escrow \$ 15,446.49  
Caretaking \$ 26,153.48  
Atty fees/costs \$ 2,165.86  
\$ 44,163.83

ELECTRONICALLY FILED - 2024 Oct 07 2:22 PM - HORRY - COMMON PLEAS - CASE#2023CP2606121

**USDA Rural Development  
Customer Service Center  
St. Louis, MO 63166**

**Fee Breakdown**

**Name: Eric M. Vaughn  
Account Number:**

Date	Description	Amount
03/19/19	Caretaking / Maintenance	\$25.30
04/30/19	Caretaking / Maintenance	\$25.30
05/24/19	Caretaking / Maintenance	\$25.30
06/26/19	Caretaking / Maintenance	\$25.30
06/27/19	Negative Escrow	\$1,658.05
07/23/19	Caretaking / Maintenance	\$25.30
09/04/19	Caretaking / Maintenance	\$25.30
10/02/19	Caretaking / Maintenance	\$25.30
10/24/19	Caretaking / Maintenance	\$25.30
12/09/19	Caretaking / Maintenance	\$50.60
12/09/19	Caretaking / Maintenance	\$75.89
12/09/19	Caretaking / Maintenance	\$126.48
12/09/19	Caretaking / Maintenance	\$25.30
12/23/19	Caretaking / Maintenance	\$25.30
12/26/19	Caretaking / Maintenance	\$51.48
12/26/19	Caretaking / Maintenance	\$123.76
12/26/19	Caretaking / Maintenance	\$22.82
12/26/19	Caretaking / Maintenance	\$434.82
01/15/20	Caretaking / Maintenance	\$120.00
01/15/20	Caretaking / Maintenance	\$126.48
01/15/20	Caretaking / Maintenance	\$358.94
01/15/20	Caretaking / Maintenance	\$420.00
01/15/20	Caretaking / Maintenance	\$50.60
01/30/20	Managerial / Misc Fee	\$47.18
01/30/20	Managerial / Misc Fee	\$249.42
01/30/20	Managerial / Misc Fee	\$76.58
01/30/20	Managerial / Misc Fee	\$50.00
01/30/20	Managerial / Misc Fee	\$275.83
01/30/20	Managerial / Misc Fee	\$480.00
01/30/20	Managerial / Misc Fee	\$101.18
01/30/20	Managerial / Misc Fee	\$63.24
01/30/20	Managerial / Misc Fee	\$120.80
01/30/20	Managerial / Misc Fee	\$12.64
01/30/20	Managerial / Misc Fee	\$240.00

101.2

101.2

303.5

1658.30

473.78

1,293.69

Name: Eric M. Vaughn

Account Number:

Date	Description	Amount
01/31/20	Managerial / Misc Fee	\$25.30
02/20/20	Negative Escrow	\$352.38
03/04/20	Managerial / Misc Fee	\$25.30
03/05/20	Managerial / Misc Fee	\$63.24
04/09/20	Managerial / Misc Fee	\$25.30
04/21/20	Property Inspection	\$25.30
04/23/20	Caretaking / Maintenance	\$250.00
04/23/20	Caretaking / Maintenance	\$63.24
06/02/20	Property Inspection	\$25.30
06/03/20	Caretaking / Maintenance	\$63.24
06/03/20	Caretaking / Maintenance	\$63.24
06/10/20	Negative Escrow	\$2,265.00
06/30/20	Property Inspection	\$25.30
08/07/20	Property Inspection	\$25.30
08/27/20	Managerial / Misc Fee	\$63.24
08/27/20	Managerial / Misc Fee	\$63.24
08/31/20	Caretaking / Maintenance	\$63.24
08/31/20	Caretaking / Maintenance	\$63.24
09/01/20	Caretaking / Maintenance	\$202.40
09/03/20	Managerial / Misc Fee	\$63.24
09/10/20	Managerial / Misc Fee	\$25.30
09/10/20	Managerial / Misc Fee	\$63.24
09/10/20	Managerial / Misc Fee	\$63.24
09/28/20	Managerial / Misc Fee	\$201.40
09/28/20	Managerial / Misc Fee	\$367.69
09/28/20	Managerial / Misc Fee	\$180.00
09/28/20	Managerial / Misc Fee	\$892.77
09/28/20	Managerial / Misc Fee	\$63.24
11/03/20	Property Inspection	\$25.30
11/04/20	Caretaking / Maintenance	\$60.00
11/04/20	Caretaking / Maintenance	\$63.24
11/04/20	Caretaking / Maintenance	\$63.24
11/04/20	Caretaking / Maintenance	\$63.24
11/05/20	Caretaking / Maintenance	\$66.00
11/05/20	Caretaking / Maintenance	\$20.78
12/03/20	Caretaking / Maintenance	\$60.00
12/03/20	Caretaking / Maintenance	\$63.24
12/03/20	Caretaking / Maintenance	\$63.24
12/03/20	Property Inspection	\$25.30

Handwritten notes and totals on the right side of the table:

- 25.30 (next to 01/31/20)
- 604.16 (bracketed next to rows 04/21/20 to 06/03/20)
- 720.98 (bracketed next to rows 08/31/20 to 09/10/20)
- 1,790.40 (bracketed next to rows 09/28/20 to 09/28/20)
- 488.28 (bracketed next to rows 11/05/20 to 12/03/20)

Name: Eric M. Vaughn

Account Number:

Date	Description	Amount
12/22/20	Property Inspection	\$25.30
12/22/20	Caretaking / Maintenance	\$63.24
01/12/21	Negative Escrow	\$1,131.43
01/28/21	Property Inspection	\$25.30
03/04/21	Property Inspection	\$25.30
03/16/21	Property Inspection	\$25.30
03/18/21	Caretaking / Maintenance	\$126.48
03/18/21	Caretaking / Maintenance	\$100.00
04/19/21	Property Inspection	\$25.30
05/25/21	Property Inspection	\$25.30
05/26/21	Caretaking / Maintenance	\$63.24
05/26/21	Caretaking / Maintenance	\$60.00
05/26/21	Caretaking / Maintenance	\$63.24
05/26/21	Caretaking / Maintenance	\$201.40
05/26/21	Caretaking / Maintenance	\$367.69
07/01/21	Property Inspection	\$25.30
07/02/21	Caretaking / Maintenance	\$63.24
07/06/21	Caretaking / Maintenance	\$63.24
07/27/21	Caretaking / Maintenance	\$101.18
07/27/21	Caretaking / Maintenance	\$50.60
07/28/21	Caretaking / Maintenance	\$63.24
07/29/21	Caretaking / Maintenance	\$50.60
08/02/21	Caretaking / Maintenance	\$63.24
08/04/21	Property Inspection	\$25.30
08/30/21	Caretaking / Maintenance	\$60.00
08/30/21	Caretaking / Maintenance	\$1,319.29
09/01/21	Caretaking / Maintenance	\$63.24
09/15/21	Caretaking / Maintenance	\$63.24
10/20/21	Caretaking / Maintenance	\$63.24
10/20/21	Property Inspection	\$25.30
10/20/21	Caretaking / Maintenance	\$63.24
10/20/21	Property Inspection	\$25.30
10/27/21	Property Inspection	\$25.30
10/29/21	Caretaking / Maintenance	\$50.60
11/01/21	Caretaking / Maintenance	\$63.24
11/10/21	Caretaking / Maintenance	\$63.24
12/01/21	Caretaking / Maintenance	\$63.24
12/07/21	Caretaking / Maintenance	\$63.24
12/30/21	Property Inspection	\$25.30

88.50

1,108.55

565.84

1,977.01

Name: Eric M. Vaughn

Account Number:

Date	Description	Amount
01/11/22	Negative Escrow	\$2,367.00
01/14/22	Caretaking / Maintenance	\$1,200.00
01/14/22	Caretaking / Maintenance	\$60.00
01/14/22	Caretaking / Maintenance	\$50.60
01/14/22	Caretaking / Maintenance	\$276.77
01/14/22	Caretaking / Maintenance	\$270.23
01/19/22	Caretaking / Maintenance	\$63.24
02/14/22	Property Inspection	\$25.30
03/29/22	Caretaking / Maintenance	\$63.24
03/30/22	Property Inspection	\$25.30
04/01/22	Property Inspection	\$25.30
04/14/22	Negative Escrow	\$1,216.71
05/03/22	Caretaking / Maintenance	\$86.15
05/06/22	Property Inspection	\$25.30
05/17/22	Property Inspection	\$25.30
06/02/22	Caretaking / Maintenance	\$63.24
06/02/22	Caretaking / Maintenance	\$63.24
06/15/22	Negative Escrow	\$2,825.00
06/23/22	Property Inspection	\$25.30
07/13/22	Caretaking / Maintenance	\$63.24
07/13/22	Caretaking / Maintenance	\$63.24
08/15/22	Caretaking / Maintenance	\$63.24
08/15/22	Caretaking / Maintenance	\$63.24
08/18/22	Caretaking / Maintenance	\$362.02
09/12/22	Caretaking / Maintenance	\$63.24
09/13/22	Property Inspection	\$25.30
09/16/22	Caretaking / Maintenance	\$63.24
09/21/22	Caretaking / Maintenance	\$63.24
09/21/22	Caretaking / Maintenance	\$861.60
09/21/22	Caretaking / Maintenance	\$913.42
09/21/22	Caretaking / Maintenance	\$540.00
09/21/22	Caretaking / Maintenance	\$63.24
09/23/22	Property Inspection	\$25.30
10/05/22	Property Inspection	\$25.30
10/20/22	Property Inspection	\$25.30
11/01/22	Caretaking / Maintenance	\$101.18
11/03/22	Caretaking / Maintenance	\$1,419.29
11/04/22	Caretaking / Maintenance	\$63.24
11/04/22	Caretaking / Maintenance	\$63.24

2,659.88

263.33

640.28

2,530.04

1,786.09

Name: Eric M. Vaughn

Account Number:

Date	Description	Amount
11/04/22	Caretaking / Maintenance	\$126.48
11/09/22	Property Inspection	\$25.30
12/14/22	Caretaking / Maintenance	\$63.24
12/15/22	Caretaking / Maintenance	\$63.24
12/16/22	Caretaking / Maintenance	\$63.24
12/16/22	Caretaking / Maintenance	\$63.24
12/20/22	Property Inspection	\$25.30
12/22/22	Property Inspection	\$25.30
01/17/23	Caretaking / Maintenance	\$63.24
01/17/23	Caretaking / Maintenance	\$1,500.00
01/17/23	Caretaking / Maintenance	\$63.24
01/17/23	Caretaking / Maintenance	\$101.20
01/18/23	Property Inspection	\$25.30
01/18/23	Caretaking / Maintenance	\$201.40
01/18/23	Caretaking / Maintenance	\$367.69
02/15/23	Caretaking / Maintenance	\$63.24
02/15/23	Caretaking / Maintenance	\$63.24
02/15/23	Caretaking / Maintenance	\$20.00
02/15/23	Caretaking / Maintenance	\$40.00
02/15/23	Property Inspection	\$25.30
03/14/23	Caretaking / Maintenance	\$63.24
03/14/23	Caretaking / Maintenance	\$63.24
03/15/23	Property Inspection	\$25.30
03/28/23	Negative Escrow	\$1,216.71
04/18/23	Caretaking / Maintenance	\$63.24
04/18/23	Caretaking / Maintenance	\$367.69
04/18/23	Caretaking / Maintenance	\$63.24
04/18/23	Property Inspection	\$25.30
05/15/23	Caretaking / Maintenance	\$63.24
05/15/23	Caretaking / Maintenance	\$63.24
05/15/23	Caretaking / Maintenance	\$1,419.29
05/15/23	Caretaking / Maintenance	\$160.00
05/16/23	Property Acquisition Liquidation <i>Atty ✓</i>	\$13.30
05/22/23	Property Inspection	\$25.30
06/20/23	Caretaking / Maintenance	\$63.24
06/20/23	Caretaking / Maintenance	\$63.24
06/20/23	Property Inspection	\$25.30
07/21/23	Caretaking / Maintenance	\$63.24
07/25/23	Property Inspection	\$25.30

455.74

2,322.07

363.56

2,225.24

265.62

Name: Eric M. Vaughn

Account Number:

Date	Description	Amount
08/14/23	Caretaking / Maintenance	\$50.00
08/14/23	Caretaking / Maintenance	\$125.00
08/14/23	Caretaking / Maintenance	\$63.24
08/14/23	Caretaking / Maintenance	\$367.69
08/14/23	Caretaking / Maintenance	\$436.02
08/14/23	Property Inspection	\$25.30
09/28/23	Caretaking / Maintenance	\$63.24
09/28/23	Caretaking / Maintenance	\$63.24
09/29/23	Property Inspection	\$25.30
10/16/23	Caretaking / Maintenance	\$63.24
10/16/23	Caretaking / Maintenance	\$63.24
10/16/23	Caretaking / Maintenance	\$75.00
10/16/23	Caretaking / Maintenance	\$63.24
10/16/23	Caretaking / Maintenance	\$224.64
11/14/23	Negative Escrow	\$1,178.95
11/22/23	Property Acquisition Liquidation	\$290.50
11/22/23	Foreclosure Services	\$1,250.00
11/22/23	Property Acquisition Liquidation	\$180.32
11/22/23	Property Acquisition Liquidation	\$90.00
12/18/23	Property Acquisition Liquidation	\$90.00
03/06/24	Negative Escrow	\$1,235.26
05/08/24	Property Preservation Maintenance	\$453.06
05/22/24	Property Acquisition Liquidation	\$95.00
05/28/24	Property and Occupancy Inspection	\$34.23
06/25/24	Property and Occupancy Inspection	\$28.69
06/26/24	Property and Occupancy Inspection	\$28.69
06/26/24	Property and Occupancy Inspection	\$28.69
06/27/24	Property and Occupancy Inspection	\$28.69
07/02/24	Property and Occupancy Inspection	\$28.69
08/30/24	Property Acquisition Liquidation	\$31.74
09/23/24	Property Acquisition Liquidation	\$125.00
10/08/24	<b>CURRENT BALANCE</b>	<b>\$44,163.83</b>

1,041.25

666.44

453.06

177.68

9/24/24, 11:25 AM

Spent to Date



Mortgage Contracting Services, LLC  
 350 Highland Drive Suite 100  
 Lewisville, TX 75067

LOAN #		
Invoice Item	Completion Date	Total
<u>Verify Occupancy - Inspection - Ordered 02/13/2019</u>	2/14/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 03/13/2019</u>	3/14/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 04/11/2019</u>	4/15/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 05/14/2019</u>	5/17/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 06/12/2019</u>	6/16/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 07/10/2019</u>	7/15/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 08/09/2019</u>	8/13/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 09/09/2019</u>	9/13/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 10/11/2019</u>	10/15/2019 11:00:00 AM	\$25.30
<u>Install Lockbox</u>	10/19/2019 11:00:00 AM	\$50.60
<u>Install/Repair Door Lock</u>	10/19/2019 11:00:00 AM	\$75.89
<u>Winterize - Dry Heat System</u>	10/19/2019 11:00:00 AM	\$126.48
<u>Initial Grass Cut up to 5,000 sq ft</u>	11/5/2019 11:00:00 AM	\$358.94
<u>REMOVE EXTERIOR DEBRIS PER CU YD</u>	11/5/2019 11:00:00 AM	\$420.00

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9/24/24, 11:25 AM

Spent to Date

<u>Trim/Remove Trees</u>	11/5/2019 11:00:00 AM	\$434.82
<u>Winterize - Dry Heat System</u>	11/5/2019 11:00:00 AM	\$126.48
<u>Verify Occupancy - Inspection - Ordered 11/14/2019</u>	11/18/2019 11:00:00 AM	\$25.30
<u>Install Padlock and HASP</u>	11/26/2019 11:00:00 AM	\$50.60
<u>REMOVE EXTERIOR DEBRIS PER CU YD</u>	11/26/2019 11:00:00 AM	\$120.00
<u>Spray/Remove Weeds</u>	11/26/2019 11:00:00 AM	\$51.48
<u>Trim/Remove Trees</u>	11/26/2019 11:00:00 AM	\$123.76
<u>Trim/Remove Trees</u>	11/26/2019 11:00:00 AM	\$22.82
<u>Board Window using 1/2in</u>	11/30/2019 11:00:00 AM	\$101.18
<u>REMOVE EXTERIOR DEBRIS PER CU YD</u>	11/30/2019 11:00:00 AM	\$480.00
<u>Spray/Remove Weeds</u>	11/30/2019 11:00:00 AM	\$249.42
<u>Grass Recut up to 5,000 sq ft</u>	12/6/2019 11:00:00 AM	\$63.24
<u>Install/Repair Fascia</u>	12/10/2019 11:00:00 AM	\$50.00
<u>Clean Gutters</u>	12/10/2019 11:00:00 AM	\$47.18
<u>Install/Repair Gutters</u>	12/10/2019 11:00:00 AM	\$76.58
<u>Install/Repair Soffit</u>	12/10/2019 11:00:00 AM	\$120.80
<u>REMOVE EXTERIOR DEBRIS PER CU YD</u>	12/10/2019 11:00:00 AM	\$240.00
<u>Repair Roof</u>	12/10/2019 11:00:00 AM	\$12.64
<u>Cap Chimney</u>	12/13/2019 11:00:00 AM	\$275.83

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9/24/24, 11:25 AM

Spent to Date

<u>Verify Occupancy - Inspection - Ordered 12/13/2019</u>	12/18/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 01/10/2020</u>	1/18/2020 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	1/21/2020 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 02/10/2020</u>	2/15/2020 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 03/09/2020</u>	3/11/2020 11:00:00 AM	\$25.30
<u>Trim Shrubs</u>	3/12/2020 11:00:00 AM	\$250.00
<u>Grass Recut up to 5,000 sq ft</u>	3/26/2020 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	4/5/2020 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 04/06/2020</u>	4/7/2020 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	4/18/2020 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	5/6/2020 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 05/05/2020</u>	5/9/2020 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	5/26/2020 11:00:00 AM	\$63.24
<u>Initial Grass Cut up to 5,000 sq ft</u>	6/1/2020 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	6/10/2020 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 06/05/2020</u>	6/11/2020 11:00:00 AM	\$25.30
<u>Install Slide Bolt</u>	6/16/2020 11:00:00 AM	\$202.40
<u>Grass Recut up to 5,000 sq ft</u>	6/25/2020 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	7/12/2020 11:00:00 AM	\$63.24

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9/24/24, 11:25 AM

Spent to Date

<u>Verify Occupancy - Inspection - Ordered 07/07/2020</u>	7/12/2020 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	7/25/2020 11:00:00 AM	\$63.24
<u>Tarp Roof</u>	8/3/2020 11:00:00 AM	\$892.77
<u>REMOVE EXTERIOR DEBRIS PER CU YD</u>	8/3/2020 11:00:00 AM	\$180.00
<u>Trim/Remove Trees</u>	8/3/2020 11:00:00 AM	\$367.69
<u>Trim/Remove Trees</u>	8/3/2020 11:00:00 AM	\$201.40
<u>Grass Recut up to 5,000 sq ft</u>	8/16/2020 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	8/26/2020 11:00:00 AM	\$63.24
<u>REMOVE EXTERIOR DEBRIS PER CU YD</u>	9/4/2020 11:00:00 AM	\$60.00
<u>Trim/Remove Trees</u>	9/4/2020 11:00:00 AM	\$66.00
<u>Trim/Remove Trees</u>	9/4/2020 11:00:00 AM	\$20.78
<u>Verify Occupancy - Inspection - Ordered 09/09/2020</u>	9/11/2020 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	9/13/2020 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	9/23/2020 11:00:00 AM	\$63.24
<u>Remove Exterior Hazard per cu yd</u>	9/28/2020 11:00:00 AM	\$60.00
<u>Verify Occupancy - Inspection - Ordered 10/07/2020</u>	10/11/2020 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	10/13/2020 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	10/28/2020 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 11/09/2020</u>	11/11/2020 11:00:00 AM	\$25.30

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4/11

9/24/24, 11:25 AM

Spent to Date

<u>Grass Recut up to 5,000 sq ft</u>	11/17/2020 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 12/07/2020</u>	12/9/2020 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 01/06/2021</u>	1/8/2021 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 02/04/2021</u>	2/6/2021 11:00:00 AM	\$25.30
<u>Cap Water Line(s)</u>	2/22/2021 11:00:00 AM	\$100.00
<u>Winterize - Dry Heat System</u>	2/22/2021 11:00:00 AM	\$126.48
<u>Verify Occupancy - Inspection - Ordered 03/09/2021</u>	3/10/2021 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	4/7/2021 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 04/06/2021</u>	4/10/2021 11:00:00 AM	\$25.30
<u>REMOVE EXTERIOR DEBRIS PER CU YD</u>	4/12/2021 11:00:00 AM	\$60.00
<u>Trim/Remove Trees</u>	4/12/2021 11:00:00 AM	\$201.40
<u>Trim/Remove Trees</u>	4/12/2021 11:00:00 AM	\$367.69
<u>Grass Recut up to 5,000 sq ft</u>	4/25/2021 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 05/05/2021</u>	5/6/2021 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	5/10/2021 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	5/26/2021 11:00:00 AM	\$63.24
<u>Install Padlock and HASP</u>	6/2/2021 11:00:00 AM	\$50.60
<u>Install/Repair Security Door</u>	6/2/2021 11:00:00 AM	\$101.18
<u>Verify Occupancy - Inspection - Ordered 06/03/2021</u>	6/5/2021 11:00:00 AM	\$25.30

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5/11

9/24/24, 11:25 AM

Spent to Date

<u>Install Lockbox</u>	6/8/2021 11:00:00 AM	\$50.60
<u>Grass Recut up to 5,000 sq ft</u>	6/10/2021 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	6/28/2021 11:00:00 AM	\$63.24
<u>REMOVE EXTERIOR DEBRIS PER CU YD</u>	7/5/2021 11:00:00 AM	\$60.00
<u>Tarp Roof</u>	7/5/2021 11:00:00 AM	\$1,319.29
<u>Verify Occupancy - Inspection - Ordered 07/08/2021</u>	7/10/2021 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	7/12/2021 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	7/24/2021 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 08/04/2021</u>	8/7/2021 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	8/8/2021 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	8/30/2021 11:00:00 AM	\$63.24
<u>Install Padlock and HASP</u>	9/5/2021 11:00:00 AM	\$50.60
<u>Verify Occupancy - Inspection - Ordered 09/07/2021</u>	9/10/2021 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	9/12/2021 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	9/26/2021 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 10/05/2021</u>	10/6/2021 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	10/12/2021 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	10/27/2021 11:00:00 AM	\$63.24
<u>Clean Roof</u>	11/7/2021 11:00:00 AM	\$276.77

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6/11

9/24/24, 11:25 AM

Spent to Date

<u>Install Padlock and HASP</u>	11/7/2021 11:00:00 AM	\$50.60
<u>REMOVE EXTERIOR DEBRIS PER CU YD</u>	11/7/2021 11:00:00 AM	\$60.00
<u>Tarp Roof</u>	11/7/2021 11:00:00 AM	\$1,200.00
<u>Repair Roof</u>	11/7/2021 11:00:00 AM	\$270.23
<u>Verify Occupancy - Inspection - Ordered 11/05/2021</u>	11/7/2021 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	11/28/2021 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 12/07/2021</u>	12/9/2021 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	12/12/2021 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 01/05/2022</u>	1/7/2022 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 02/09/2022</u>	2/10/2022 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 03/08/2022</u>	3/11/2022 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	3/24/2022 11:00:00 AM	\$86.15
<u>Verify Occupancy - Inspection - Ordered 04/05/2022</u>	4/10/2022 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	4/13/2022 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	4/24/2022 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 05/06/2022</u>	5/9/2022 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	5/10/2022 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	5/26/2022 11:00:00 AM	\$63.24
<u>Trim/Remove Trees</u>	5/31/2022 11:00:00 AM	\$362.02

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7/11

9/24/24, 11:25 AM

Spent to Date

<u>Grass Recut up to 5,000 sq ft</u>	6/8/2022 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 06/07/2022</u>	6/10/2022 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	6/23/2022 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	7/7/2022 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 07/08/2022</u>	7/11/2022 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	7/27/2022 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 08/08/2022</u>	8/10/2022 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	8/13/2022 11:00:00 AM	\$63.24
<u>REMOVE EXTERIOR DEBRIS PER CU YD</u>	8/24/2022 11:00:00 AM	\$540.00
<u>Trim/Remove Trees</u>	8/24/2022 11:00:00 AM	\$861.60
<u>Trim/Remove Trees</u>	8/24/2022 11:00:00 AM	\$913.42
<u>Grass Recut up to 5,000 sq ft</u>	8/28/2022 11:00:00 AM	\$63.24
<u>Board Window using 5/8in</u>	9/1/2022 11:00:00 AM	\$101.18
<u>Verify Occupancy - Inspection - Ordered 09/08/2022</u>	9/9/2022 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	9/12/2022 11:00:00 AM	\$63.24
<u>Winterize - Dry Heat System</u>	9/12/2022 11:00:00 AM	\$126.48
<u>Tarp Roof</u>	9/20/2022 11:00:00 AM	\$1,419.29
<u>Grass Recut up to 5,000 sq ft</u>	9/23/2022 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	10/13/2022 11:00:00 AM	\$63.24

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8/11

9/24/24, 11:25 AM

Spent to Date

<u>Verify Occupancy - Inspection - Ordered 10/11/2022</u>	10/14/2022 11:00:00 AM	\$25.30
Grass Recut up to 5,000 sq ft	10/28/2022 11:00:00 AM	\$63.24
Grass Recut up to 5,000 sq ft	11/13/2022 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 11/08/2022</u>	11/14/2022 11:00:00 AM	\$25.30
Grass Recut up to 5,000 sq ft	11/28/2022 11:00:00 AM	\$63.24
Tarp Roof	12/7/2022 11:00:00 AM	\$1,500.00
<u>Verify Occupancy - Inspection - Ordered 12/06/2022</u>	12/11/2022 11:00:00 AM	\$25.30
Grass Recut up to 5,000 sq ft	12/12/2022 11:00:00 AM	\$63.24
Trim/Remove Trees	12/14/2022 11:00:00 AM	\$201.40
Trim/Remove Trees	12/14/2022 11:00:00 AM	\$367.69
Install Padlock and HASP	12/18/2022 11:00:00 AM	\$101.20
Grass Recut up to 5,000 sq ft	12/28/2022 11:00:00 AM	\$63.24
Cap Dryer Vent	1/5/2023 11:00:00 AM	\$20.00
Cap Water Line(s)	1/5/2023 11:00:00 AM	\$40.00
<u>Verify Occupancy - Inspection - Ordered 01/05/2023</u>	1/11/2023 11:00:00 AM	\$25.30
Grass Recut up to 5,000 sq ft	1/12/2023 11:00:00 AM	\$63.24
Grass Recut up to 5,000 sq ft	1/28/2023 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 02/03/2023</u>	2/9/2023 11:00:00 AM	\$25.30
Grass Recut up to 5,000 sq ft	2/12/2023 11:00:00 AM	\$63.24

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9/11

9/24/24, 11:25 AM

Spent to Date

<u>Grass Recut up to 5,000 sq ft</u>	2/26/2023 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 03/03/2023</u>	3/10/2023 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	3/12/2023 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	3/26/2023 11:00:00 AM	\$63.24
<u>Trim/Remove Trees</u>	3/28/2023 11:00:00 AM	\$367.69
<u>Grass Recut up to 5,000 sq ft</u>	4/6/2023 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 04/06/2023</u>	4/12/2023 11:00:00 AM	\$25.30
<u>Repair Roof</u>	4/17/2023 11:00:00 AM	\$160.00
<u>Tarp Roof</u>	4/17/2023 11:00:00 AM	\$1,419.29
<u>Grass Recut up to 5,000 sq ft</u>	4/24/2023 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	5/8/2023 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 05/04/2023</u>	5/10/2023 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	5/23/2023 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 06/06/2023</u>	6/12/2023 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	6/13/2023 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	6/24/2023 11:00:00 AM	\$63.24
<u>REMOVE EXTERIOR DEBRIS PER CU YD</u>	7/1/2023 11:00:00 AM	\$125.00
<u>Trim/Remove Trees</u>	7/1/2023 11:00:00 AM	\$367.69
<u>Grass Recut up to 5,000 sq ft</u>	7/9/2023 11:00:00 AM	\$63.24

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10/11

9/24/24, 11:25 AM

Spent to Date

<u>Verify Occupancy - Inspection - Ordered 07/07/2023</u>	7/13/2023 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	7/25/2023 11:00:00 AM	\$63.24
<u>REMOVE EXTERIOR DEBRIS PER CU YD</u>	7/26/2023 11:00:00 AM	\$50.00
<u>Trim/Remove Trees</u>	7/26/2023 11:00:00 AM	\$436.02
<u>Grass Recut up to 5,000 sq ft</u>	8/9/2023 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 08/04/2023</u>	8/11/2023 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	8/24/2023 11:00:00 AM	\$63.24
<u>REMOVE EXTERIOR DEBRIS PER CU YD</u>	9/5/2023 11:00:00 AM	\$75.00
<u>Trim/Remove Trees</u>	9/5/2023 11:00:00 AM	\$224.64
<u>Grass Recut up to 5,000 sq ft</u>	9/7/2023 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	9/27/2023 11:00:00 AM	\$63.24
<b>Total Amount Invoiced: \$25,983.98</b>		



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L.K. "Trey" Harrell, III  
Jeremy C. Martin  
M. Alan Peace \*\*  
Taylor A. Peace  
Erik T. Norton  
Jamie Anna Weller

Robert W. Dibble, Jr. \*  
William Jennings (Bill) Buchanan \*  
Donald W. Tyler \*  
Thomas B. Jackson, III \*\*

\*Of Counsel  
\*\*Certified Mediator/Arbitrator

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November 8, 2024

**VIA Regular First-Class Mail**

Sheri McAllister, Esq.  
Office of the Horry County Master in Equity  
P.O. Box 1236  
Conway, South Carolina 29526

**Re: United States of America et. al. v. Eric M. Vaughn**  
**C/A No.: 2023-CP-26-06121**  
**HMP File.: 2518.28706/TAP**

Dear Ms. McAllister,

Per Judge Clemmons instructions at the October 8, 2024 final foreclosure hearing in this matter, I have asked the USDA to provide additional information regarding the date of default on the mortgage loan account at issue, the reasons for delay in pursuing the foreclosure action, and the fees assessed. For Judge Clemmons review, I have enclosed herewith collectively as **Exhibit A** – (i) the fee payment printout, (ii) the USDA's payment screen related to disbursements made for property taxes and insurance related to the property at issue, (iii) the USDA property manager's/vendor's invoice screen, and (iv) my firm's invoices to the USDA for this account. Many of these documents were included as exhibits presented to the Court at the hearing. I have also enclosed herewith as **Exhibit B** a copy of the default letter that was sent to Defendant Eric M. Vaughn ("Vaughn") showing the default date as being November 28, 2018.

As to the reason for the delay between the date of default and institution of this action, my understanding is the USDA requires that all reasonable efforts be exhausted before the account may be accelerated and submitted for foreclosure. The District Director, the Office of General Counsel, and the borrower's case administrator are each required to approve or disapprove both the acceleration of the balance and subsequent foreclosure. The borrower is also afforded an

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**Mailing Address: Post Office Box 1000, Chapin, South Carolina 29036**  
**Physical Address: 135 Columbia Avenue, Chapin, South Carolina 29036**  
Telephone: 803-345-3353 • Fax: 803-345-9171  
harrellmartinpeace.com

**ROA144**

appeal period after acceleration prior to the commencement of foreclosure. Once the acceleration period has expired, the appeal period has expired and the foreclosure has been approved, the account is placed in a queue for funding of the attorney's fees and costs of foreclosure. Congressional funding is limited and as such, the USDA does not have the necessary funds to commence all foreclosures in the year of default.

As to the payment of taxes and insurance, it appears the USDA has been paying the *ad valorem* taxes and hazard insurance on the real property at issue since 20117 with the last tax payment being made in December, 2023 and insurance payment being made in June, 2024. Another tax payment will probably be made in December, 2024. It also looks like the property is being taxed at the 6% rate instead of the 4% indicating Vaughn has abandoned the property at issue. At a minimum, he's no longer receiving the 4% tax rate.

Regarding the other fees assessed, it appears MCS (USDA's property vendor) provided substantial repairs, upkeep, and management to the property at issue that Vaughn has failed and refused to provide since approximately October 2019. These actions are expressly allowed under the Mortgage, and, generally, are and should be Vaughn's responsibility if not for his apparent abandonment. It is our position the USDA should be reimbursed for the costs it expended in the protection of its interest under the Mortgage. See Sections 6, 7, and 9 of the Mortgage. Our fees and costs that were charged to the account are also shown on the fee breakdown.

All in all, it appears this account has been in default for a reasonable amount of time considering the events of the previous four years (ie: the COVID-10 pandemic, various moratoriums, and the USDA's processes) and the USDA took reasonable action to protect its interest. In particular (and in light of Vaughn's substantial failure to comply with his obligations), the USDA paid the taxes and insurance to protect its interest as well as made reasonable repairs, which it is explicitly allowed to do under the Mortgage Vaughn signed. As mentioned above, these repairs and charges were, at the end of the day, Vaughn's responsibility for which he should not receive the benefit.

While we understand the Court may be inclined to reduce the debt owed based on the time between the date of default and the USDA's institution of this matter, we would ask the Court to review Section 11 of the Mortgage which specifically provides, "Any forbearance by the Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy." See Section 11, Mortgage. We would also bring the Court's attention to the fact that this action was brought prior to the maturity date of the Mortgage (ie: April 5, 2043) and well within the statute of limitations<sup>1</sup>.

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<sup>1</sup> The note, subsidy or mortgage do not provide a statute of limitations and no federal statute provides a statute of limitations on the type of loan which is the subject of this action. Arguably, a state statute of limitations is also not applicable for this type of federal loan and would otherwise be usurped by federal law. See U.S. v. Thompson, 98 U.S. 486 (1878), U.S. v. Summerlin, 310 U.S. 414 (1940), United States v. Ward, 985 F.2d 500, 503 (10th Cir. 1993)

The terms of the loan documents were agreed to by the USDA and Vaughn, who is in default under the Note and Mortgage as well as in this lawsuit. The fact that Vaughn failed and refused to appear at the hearing or in this matter in its entirety is indicative of his willingness to comply with his obligations as well as indicative of his consent to the debt and relief sought by the USDA. Taking a different position and altering the debt in light of Vaughn's default and failure to answer in this matter when the debt has not been contested would be tantamount to altering the Mortgage for the parties when no one has asked for or sought such relief, and it would be improper for the Court to do same. See U.S. Bank Trust Ass'n v. Bell, 385 S.C. 364, 379, 684 S.E. 2d 199, (Ct. App. 2009) ("The construction of a clear and ambiguous contract presents a question of law for the court.... We are without authority to alter an unambiguous contract for make new contracts for the parties....' A court must enforce an unambiguous contract according to its terms regardless of its wisdom or folly, apparent unreasonableness, or the parties' failure to guard their rights carefully.'").

In support of our position, we would ask the Court to consider the following equitable maxims. The first is that, "equity follows the law". See Regions Bank v. Wingard Properties, Inc., 394 S.C. 241, 254 715 S.E. 2d 348, 355 ( Ct. App. 2011) ("When providing an equitable remedy, the court may not ignore statutes, rules, and other precedent") As it relates to this matter, neither party has asked the Court to interpret the loan documents, the terms of which are clear and unambiguous meaning the Court's only job is to enforce their terms and determine the debt due thereunder. U.S. Bank Trust Ass'n v. Bell, 385 S.C. 364, 379, 684 S.E. 2d 199, (Ct. App. 2009). If the Court were to alter the debt by imputing a limitation on interest (and light of the Mortgage's express terms and the fact Vaughn has not asked the Court to do the same), the Court would be altering the terms of the Mortgage for Vaughn's benefit, which would be error as the Court is not being asked to interpret the Mortgage's provisions nor does it have ability the to alter a contract's terms. Id. While the Court may believe altering the debt would comply with the equitable maxim that "equity considers as down that which should be done" in terms of reducing the debt based on a perceived delay; this maxim cannot be invoked to create a right contrary to the agreement of the parties. See Id. (citing Good v. Jarrard, 93 S.C. 229, 239, 76 S.E. 698, 702 (1912). It is also worth noting Vaughn has not raised any defenses, affirmative, equitable, or otherwise, and, as a result, they are waived under Rule 8, SCRC. Rule 8(c), SCRC ("In pleading to a preceding pleading, a party shall affirmatively set forth affirmatively the defenses...laches...waiver statute of limitation, and any other matter constituting a defense.") Plyler v. Burns, 373 S.C. 637, 647 S.E. 2d 188 (2007). In other words, if equity follows the law, the Court should be compelled to determine the uncontested debt as proved at the hearing.

The second equitable maxim the Court should consider is that "one who seeks equity must do equity". Regions Bank v. Wingard Properties, Inc., 394 S.C. 241, 259, 715 S.E. 2d 348, 358 (Ct. App. 2011) ("This equitable maxim is commonly phrased as '[h]e who seeks equity must do equity....This principle applies to one who affirmatively seeks equitable relief....In order for justice to be done between the parties, a party is required to do equity when asking the court to invoke the aid of equity") (internal citations omitted). As applied to this matter and as set forth above, Vaughn has enjoyed the benefit and use of the property and voluntarily appears to have abandoned same without fulfilling the primary obligation under Note and Mortgage (ie: repayment

Ltr. to Horry County Master regarding follow up to October 8, 2024 foreclosure hearing  
November 8, 2024  
Page 4

of the debt owed under the Note and Mortgage)<sup>2</sup>. Until it is sold, he still enjoy the use of the property if he so chose. Enjoyment of the benefits of the use of the USDA's money as financing for the property without paying the amount owed and requiring the USDA to incur additional costs cannot be considered doing equity. This says nothing of the fact that Vaughn has not affirmatively sought equitable relief herein. Id.

A third equitable maxim the Court should consider is that "equity aids the vigilant and the diligent". Elridge v. Elridge, 398 S.C. 113, 728 S.E. 2d 24 (2011). Based on previous rulings by the Court, we understand this maxim has been the basis for previous reductions in the amount due to the equitable defense of laches; however, the Court's *sua sponte* assertion of this affirmative defense on behalf of Vaughn is improper<sup>3</sup>, but we would also argue that Vaughn has taken no steps to protect his rights and appears content to let the USDA comply with their obligations under the applicable loan documents without fulfilling his own as discussed above. See Rule 8, SCRPC.

We would also note that deficiency is waived in this matter making this an *in rem* proceedings rather than *in personam*, and equity is normally only applicable in matters that are *in personam*.

As a result of the above, we would reiterate our request that the Court determine the amount due to what was identified at the hearing without any alteration of the debt, order the subject Mortgage be foreclosed, and the property identified therein be sold at the next available foreclosure sale.

As always, if Judge Clemmons has any follow-up questions or concerns, please contact us at your earliest convenience and we wait for the Court's ruling.

Sincerely,

**HARRELL, MARTIN & PEACE, P.A.**



Taylor A. Peace, Esq.

Enclosures

cc: Eric M. Vaughn

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<sup>2</sup> While recognizing it is not precedent, the Court of Appeals came to a similar conclusion in the case of Green Tree Servicing, LLC v. Illingworth, Unpublished Opinion No. 2019-UP-285, 2019 WL 3714994 (Ct. App. 2019) insofar as determining allowing a borrower to enjoy the benefits of a loan without repaying it would be inequitable and violate public policy.

<sup>3</sup> While it is improper for the Court to consider or assert a *sua sponte* defense of laches, it is also questionable whether the USDA is subject to the same. See U.S. on Behalf of Small Business Admin. V. Anderson, 583 F. Supp. 1084 (W.D. Va. 1984); United States v. Schwertfeger Dairy Farm, 2017 WL 2906447; Case No.: 16-cv-230-JPG-RJD (S.D. IL 2017).

# EXHIBIT A-1

**USDA Rural Development  
Customer Service Center  
St. Louis, MO 63166**

**Fee Breakdown**

**Name: Eric M. Vaughn**  
**Account Number:**



Date	Description	Amount
03/19/19	Caretaking / Maintenance	\$25.30
04/30/19	Caretaking / Maintenance	\$25.30
05/24/19	Caretaking / Maintenance	\$25.30
06/26/19	Caretaking / Maintenance	\$25.30
06/27/19	Negative Escrow	\$1,658.05
07/23/19	Caretaking / Maintenance	\$25.30
09/04/19	Caretaking / Maintenance	\$25.30
10/02/19	Caretaking / Maintenance	\$25.30
10/24/19	Caretaking / Maintenance	\$25.30
12/09/19	Caretaking / Maintenance	\$50.60
12/09/19	Caretaking / Maintenance	\$75.89
12/09/19	Caretaking / Maintenance	\$126.48
12/09/19	Caretaking / Maintenance	\$25.30
12/23/19	Caretaking / Maintenance	\$25.30
12/26/19	Caretaking / Maintenance	\$51.48
12/26/19	Caretaking / Maintenance	\$123.76
12/26/19	Caretaking / Maintenance	\$22.82
12/26/19	Caretaking / Maintenance	\$434.82
01/15/20	Caretaking / Maintenance	\$120.00
01/15/20	Caretaking / Maintenance	\$126.48
01/15/20	Caretaking / Maintenance	\$358.94
01/15/20	Caretaking / Maintenance	\$420.00
01/15/20	Caretaking / Maintenance	\$50.60
01/30/20	Managerial / Misc Fee	\$47.18
01/30/20	Managerial / Misc Fee	\$249.42
01/30/20	Managerial / Misc Fee	\$76.58
01/30/20	Managerial / Misc Fee	\$50.00
01/30/20	Managerial / Misc Fee	\$275.83
01/30/20	Managerial / Misc Fee	\$480.00
01/30/20	Managerial / Misc Fee	\$101.18
01/30/20	Managerial / Misc Fee	\$63.24
01/30/20	Managerial / Misc Fee	\$120.80
01/30/20	Managerial / Misc Fee	\$12.64
01/30/20	Managerial / Misc Fee	\$240.00

**Name: Eric M. Vaughn**

**Account Number:**  
[REDACTED]

Date	Description	Amount
01/31/20	Managerial / Misc Fee	\$25.30
02/20/20	Negative Escrow	\$352.38
03/04/20	Managerial / Misc Fee	\$25.30
03/05/20	Managerial / Misc Fee	\$63.24
04/09/20	Managerial / Misc Fee	\$25.30
04/21/20	Property Inspection	\$25.30
04/23/20	Caretaking / Maintenance	\$250.00
04/23/20	Caretaking / Maintenance	\$63.24
06/02/20	Property Inspection	\$25.30
06/03/20	Caretaking / Maintenance	\$63.24
06/03/20	Caretaking / Maintenance	\$63.24
06/10/20	Negative Escrow	\$2,265.00
06/30/20	Property Inspection	\$25.30
08/07/20	Property Inspection	\$25.30
08/27/20	Managerial / Misc Fee	\$63.24
08/27/20	Managerial / Misc Fee	\$63.24
08/31/20	Caretaking / Maintenance	\$63.24
08/31/20	Caretaking / Maintenance	\$63.24
09/01/20	Caretaking / Maintenance	\$202.40
09/03/20	Managerial / Misc Fee	\$63.24
09/10/20	Managerial / Misc Fee	\$25.30
09/10/20	Managerial / Misc Fee	\$63.24
09/10/20	Managerial / Misc Fee	\$63.24
09/28/20	Managerial / Misc Fee	\$201.40
09/28/20	Managerial / Misc Fee	\$367.69
09/28/20	Managerial / Misc Fee	\$180.00
09/28/20	Managerial / Misc Fee	\$892.77
09/28/20	Managerial / Misc Fee	\$63.24
11/03/20	Property Inspection	\$25.30
11/04/20	Caretaking / Maintenance	\$60.00
11/04/20	Caretaking / Maintenance	\$63.24
11/04/20	Caretaking / Maintenance	\$63.24
11/04/20	Caretaking / Maintenance	\$63.24
11/05/20	Caretaking / Maintenance	\$66.00
11/05/20	Caretaking / Maintenance	\$20.78
12/03/20	Caretaking / Maintenance	\$60.00
12/03/20	Caretaking / Maintenance	\$63.24
12/03/20	Caretaking / Maintenance	\$63.24
12/03/20	Property Inspection	\$25.30

**Name: Eric M. Vaughn**

**Account Number:**  
[REDACTED]

Date	Description	Amount
12/22/20	Property Inspection	\$25.30
12/22/20	Caretaking / Maintenance	\$63.24
01/12/21	Negative Escrow	\$1,131.43
01/28/21	Property Inspection	\$25.30
03/04/21	Property Inspection	\$25.30
03/16/21	Property Inspection	\$25.30
03/18/21	Caretaking / Maintenance	\$126.48
03/18/21	Caretaking / Maintenance	\$100.00
04/19/21	Property Inspection	\$25.30
05/25/21	Property Inspection	\$25.30
05/26/21	Caretaking / Maintenance	\$63.24
05/26/21	Caretaking / Maintenance	\$60.00
05/26/21	Caretaking / Maintenance	\$63.24
05/26/21	Caretaking / Maintenance	\$201.40
05/26/21	Caretaking / Maintenance	\$367.69
07/01/21	Property Inspection	\$25.30
07/02/21	Caretaking / Maintenance	\$63.24
07/06/21	Caretaking / Maintenance	\$63.24
07/27/21	Caretaking / Maintenance	\$101.18
07/27/21	Caretaking / Maintenance	\$50.60
07/28/21	Caretaking / Maintenance	\$63.24
07/29/21	Caretaking / Maintenance	\$50.60
08/02/21	Caretaking / Maintenance	\$63.24
08/04/21	Property Inspection	\$25.30
08/30/21	Caretaking / Maintenance	\$60.00
08/30/21	Caretaking / Maintenance	\$1,319.29
09/01/21	Caretaking / Maintenance	\$63.24
09/15/21	Caretaking / Maintenance	\$63.24
10/20/21	Caretaking / Maintenance	\$63.24
10/20/21	Property Inspection	\$25.30
10/20/21	Caretaking / Maintenance	\$63.24
10/20/21	Property Inspection	\$25.30
10/27/21	Property Inspection	\$25.30
10/29/21	Caretaking / Maintenance	\$50.60
11/01/21	Caretaking / Maintenance	\$63.24
11/10/21	Caretaking / Maintenance	\$63.24
12/01/21	Caretaking / Maintenance	\$63.24
12/07/21	Caretaking / Maintenance	\$63.24
12/30/21	Property Inspection	\$25.30

**Name: Eric M. Vaughn**

**Account Number:**



Date	Description	Amount
01/11/22	Negative Escrow	\$2,367.00
01/14/22	Caretaking / Maintenance	\$1,200.00
01/14/22	Caretaking / Maintenance	\$60.00
01/14/22	Caretaking / Maintenance	\$50.60
01/14/22	Caretaking / Maintenance	\$276.77
01/14/22	Caretaking / Maintenance	\$270.23
01/19/22	Caretaking / Maintenance	\$63.24
02/14/22	Property Inspection	\$25.30
03/29/22	Caretaking / Maintenance	\$63.24
03/30/22	Property Inspection	\$25.30
04/01/22	Property Inspection	\$25.30
04/14/22	Negative Escrow	\$1,216.71
05/03/22	Caretaking / Maintenance	\$86.15
05/06/22	Property Inspection	\$25.30
05/17/22	Property Inspection	\$25.30
06/02/22	Caretaking / Maintenance	\$63.24
06/02/22	Caretaking / Maintenance	\$63.24
06/15/22	Negative Escrow	\$2,825.00
06/23/22	Property Inspection	\$25.30
07/13/22	Caretaking / Maintenance	\$63.24
07/13/22	Caretaking / Maintenance	\$63.24
08/15/22	Caretaking / Maintenance	\$63.24
08/15/22	Caretaking / Maintenance	\$63.24
08/18/22	Caretaking / Maintenance	\$362.02
09/12/22	Caretaking / Maintenance	\$63.24
09/13/22	Property Inspection	\$25.30
09/16/22	Caretaking / Maintenance	\$63.24
09/21/22	Caretaking / Maintenance	\$63.24
09/21/22	Caretaking / Maintenance	\$861.60
09/21/22	Caretaking / Maintenance	\$913.42
09/21/22	Caretaking / Maintenance	\$540.00
09/21/22	Caretaking / Maintenance	\$63.24
09/23/22	Property Inspection	\$25.30
10/05/22	Property Inspection	\$25.30
10/20/22	Property Inspection	\$25.30
11/01/22	Caretaking / Maintenance	\$101.18
11/03/22	Caretaking / Maintenance	\$1,419.29
11/04/22	Caretaking / Maintenance	\$63.24
11/04/22	Caretaking / Maintenance	\$63.24

Fee Breakdown

As of 9/25/2024

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**ROA152**

**Name: Eric M. Vaughn**

**Account Number:**  
[REDACTED]

Date	Description	Amount
11/04/22	Caretaking / Maintenance	\$126.48
11/09/22	Property Inspection	\$25.30
12/14/22	Caretaking / Maintenance	\$63.24
12/15/22	Caretaking / Maintenance	\$63.24
12/16/22	Caretaking / Maintenance	\$63.24
12/16/22	Caretaking / Maintenance	\$63.24
12/20/22	Property Inspection	\$25.30
12/22/22	Property Inspection	\$25.30
01/17/23	Caretaking / Maintenance	\$63.24
01/17/23	Caretaking / Maintenance	\$1,500.00
01/17/23	Caretaking / Maintenance	\$63.24
01/17/23	Caretaking / Maintenance	\$101.20
01/18/23	Property Inspection	\$25.30
01/18/23	Caretaking / Maintenance	\$201.40
01/18/23	Caretaking / Maintenance	\$367.69
02/15/23	Caretaking / Maintenance	\$63.24
02/15/23	Caretaking / Maintenance	\$63.24
02/15/23	Caretaking / Maintenance	\$20.00
02/15/23	Caretaking / Maintenance	\$40.00
02/15/23	Property Inspection	\$25.30
03/14/23	Caretaking / Maintenance	\$63.24
03/14/23	Caretaking / Maintenance	\$63.24
03/15/23	Property Inspection	\$25.30
03/28/23	Negative Escrow	\$1,216.71
04/18/23	Caretaking / Maintenance	\$63.24
04/18/23	Caretaking / Maintenance	\$367.69
04/18/23	Caretaking / Maintenance	\$63.24
04/18/23	Property Inspection	\$25.30
05/15/23	Caretaking / Maintenance	\$63.24
05/15/23	Caretaking / Maintenance	\$63.24
05/15/23	Caretaking / Maintenance	\$1,419.29
05/15/23	Caretaking / Maintenance	\$160.00
05/16/23	Property Acquisition Liquidation	\$13.30
05/22/23	Property Inspection	\$25.30
06/20/23	Caretaking / Maintenance	\$63.24
06/20/23	Caretaking / Maintenance	\$63.24
06/20/23	Property Inspection	\$25.30
07/21/23	Caretaking / Maintenance	\$63.24
07/25/23	Property Inspection	\$25.30

Fee Breakdown

As of 9/25/2024

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**ROA153**

**Name: Eric M. Vaughn**

**Account Number:**  
[REDACTED]

Date	Description	Amount
08/14/23	Caretaking / Maintenance	\$50.00
08/14/23	Caretaking / Maintenance	\$125.00
08/14/23	Caretaking / Maintenance	\$63.24
08/14/23	Caretaking / Maintenance	\$367.69
08/14/23	Caretaking / Maintenance	\$436.02
08/14/23	Property Inspection	\$25.30
09/28/23	Caretaking / Maintenance	\$63.24
09/28/23	Caretaking / Maintenance	\$63.24
09/29/23	Property Inspection	\$25.30
10/16/23	Caretaking / Maintenance	\$63.24
10/16/23	Caretaking / Maintenance	\$63.24
10/16/23	Caretaking / Maintenance	\$75.00
10/16/23	Caretaking / Maintenance	\$63.24
10/16/23	Caretaking / Maintenance	\$224.64
11/14/23	Negative Escrow	\$1,178.95
11/22/23	Property Acquisition Liquidation	\$290.50
11/22/23	Foreclosure Services	\$1,250.00
11/22/23	Property Acquisition Liquidation	\$180.32
11/22/23	Property Acquisition Liquidation	\$90.00
12/18/23	Property Acquisition Liquidation	\$90.00
03/06/24	Negative Escrow	\$1,235.26
05/08/24	Property Preservation Maintenance	\$453.06
05/22/24	Property Acquisition Liquidation	\$95.00
05/28/24	Property and Occupancy Inspection	\$34.23
06/25/24	Property and Occupancy Inspection	\$28.69
06/26/24	Property and Occupancy Inspection	\$28.69
06/26/24	Property and Occupancy Inspection	\$28.69
06/27/24	Property and Occupancy Inspection	\$28.69
07/02/24	Property and Occupancy Inspection	\$28.69
08/30/24	Property Acquisition Liquidation	\$31.74
09/23/24	Property Acquisition Liquidation	\$125.00
10/08/24	<b>CURRENT BALANCE</b>	<b>\$44,163.83</b>

# EXHIBIT A-2



Mortgage Contracting Services, LLC  
 350 Highland Drive Suite 100  
 Lewisville, TX 75067

LOAN # [REDACTED]		
Invoice Item	Completion Date	Total
<u>Verify Occupancy - Inspection - Ordered 02/13/2019</u>	2/14/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 03/13/2019</u>	3/14/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 04/11/2019</u>	4/15/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 05/14/2019</u>	5/17/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 06/12/2019</u>	6/16/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 07/10/2019</u>	7/15/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 08/09/2019</u>	8/13/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 09/09/2019</u>	9/13/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 10/11/2019</u>	10/15/2019 11:00:00 AM	\$25.30
<u>Install Lockbox</u>	10/19/2019 11:00:00 AM	\$50.60
<u>Install/Repair Door Lock</u>	10/19/2019 11:00:00 AM	\$75.89
<u>Winterize - Dry Heat System</u>	10/19/2019 11:00:00 AM	\$126.48
<u>Initial Grass Cut up to 5,000 sq ft</u>	11/5/2019 11:00:00 AM	\$358.94
<u>REMOVE EXTERIOR DEBRIS PER CU YD</u>	11/5/2019 11:00:00 AM	\$420.00

Trim/Remove Trees	11/5/2019 11:00:00 AM	\$434.82
Winterize - Dry Heat System	11/5/2019 11:00:00 AM	\$126.48
Verify Occupancy - Inspection - Ordered 11/14/2019	11/18/2019 11:00:00 AM	\$25.30
Install Padlock and HASP	11/26/2019 11:00:00 AM	\$50.60
REMOVE EXTERIOR DEBRIS PER CU YD	11/26/2019 11:00:00 AM	\$120.00
Spray/Remove Weeds	11/26/2019 11:00:00 AM	\$51.48
Trim/Remove Trees	11/26/2019 11:00:00 AM	\$123.76
Trim/Remove Trees	11/26/2019 11:00:00 AM	\$22.82
Board Window using 1/2in	11/30/2019 11:00:00 AM	\$101.18
REMOVE EXTERIOR DEBRIS PER CU YD	11/30/2019 11:00:00 AM	\$480.00
Spray/Remove Weeds	11/30/2019 11:00:00 AM	\$249.42
Grass Recut up to 5,000 sq ft	12/6/2019 11:00:00 AM	\$63.24
Install/Repair Fascia	12/10/2019 11:00:00 AM	\$50.00
Clean Gutters	12/10/2019 11:00:00 AM	\$47.18
Install/Repair Gutters	12/10/2019 11:00:00 AM	\$76.58
Install/Repair Soffit	12/10/2019 11:00:00 AM	\$120.80
REMOVE EXTERIOR DEBRIS PER CU YD	12/10/2019 11:00:00 AM	\$240.00
Repair Roof	12/10/2019 11:00:00 AM	\$12.64
Cap Chimney	12/13/2019 11:00:00 AM	\$275.83

<u>Verify Occupancy - Inspection - Ordered 12/13/2019</u>	12/18/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 01/10/2020</u>	1/18/2020 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	1/21/2020 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 02/10/2020</u>	2/15/2020 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 03/09/2020</u>	3/11/2020 11:00:00 AM	\$25.30
<u>Trim Shrubs</u>	3/12/2020 11:00:00 AM	\$250.00
<u>Grass Recut up to 5,000 sq ft</u>	3/26/2020 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	4/5/2020 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 04/06/2020</u>	4/7/2020 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	4/18/2020 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	5/6/2020 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 05/05/2020</u>	5/9/2020 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	5/26/2020 11:00:00 AM	\$63.24
<u>Initial Grass Cut up to 5,000 sq ft</u>	6/1/2020 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	6/10/2020 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 06/05/2020</u>	6/11/2020 11:00:00 AM	\$25.30
<u>Install Slide Bolt</u>	6/16/2020 11:00:00 AM	\$202.40
<u>Grass Recut up to 5,000 sq ft</u>	6/25/2020 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	7/12/2020 11:00:00 AM	\$63.24

9/24/24, 11:25 AM

Spent to Date

Verify Occupancy - Inspection - Ordered 07/07/2020	7/12/2020 11:00:00 AM	\$25.30
Grass Recut up to 5,000 sq ft	7/25/2020 11:00:00 AM	\$63.24
Tarp Roof	8/3/2020 11:00:00 AM	\$892.77
REMOVE EXTERIOR DEBRIS PER CU YD	8/3/2020 11:00:00 AM	\$180.00
Trim/Remove Trees	8/3/2020 11:00:00 AM	\$367.69
Trim/Remove Trees	8/3/2020 11:00:00 AM	\$201.40
Grass Recut up to 5,000 sq ft	8/16/2020 11:00:00 AM	\$63.24
Grass Recut up to 5,000 sq ft	8/26/2020 11:00:00 AM	\$63.24
REMOVE EXTERIOR DEBRIS PER CU YD	9/4/2020 11:00:00 AM	\$60.00
Trim/Remove Trees	9/4/2020 11:00:00 AM	\$66.00
Trim/Remove Trees	9/4/2020 11:00:00 AM	\$20.78
Verify Occupancy - Inspection - Ordered 09/09/2020	9/11/2020 11:00:00 AM	\$25.30
Grass Recut up to 5,000 sq ft	9/13/2020 11:00:00 AM	\$63.24
Grass Recut up to 5,000 sq ft	9/23/2020 11:00:00 AM	\$63.24
Remove Exterior Hazard per cu yd	9/28/2020 11:00:00 AM	\$60.00
Verify Occupancy - Inspection - Ordered 10/07/2020	10/11/2020 11:00:00 AM	\$25.30
Grass Recut up to 5,000 sq ft	10/13/2020 11:00:00 AM	\$63.24
Grass Recut up to 5,000 sq ft	10/28/2020 11:00:00 AM	\$63.24
Verify Occupancy - Inspection - Ordered 11/09/2020	11/11/2020 11:00:00 AM	\$25.30

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9/24/24, 11:25 AM

Spent to Date

<u>Grass Recut up to 5,000 sq ft</u>	11/17/2020 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 12/07/2020</u>	12/9/2020 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 01/06/2021</u>	1/8/2021 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 02/04/2021</u>	2/6/2021 11:00:00 AM	\$25.30
<u>Cap Water Line(s)</u>	2/22/2021 11:00:00 AM	\$100.00
<u>Winterize - Dry Heat System</u>	2/22/2021 11:00:00 AM	\$126.48
<u>Verify Occupancy - Inspection - Ordered 03/09/2021</u>	3/10/2021 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	4/7/2021 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 04/06/2021</u>	4/10/2021 11:00:00 AM	\$25.30
<u>REMOVE EXTERIOR DEBRIS PER CU YD</u>	4/12/2021 11:00:00 AM	\$60.00
<u>Trim/Remove Trees</u>	4/12/2021 11:00:00 AM	\$201.40
<u>Trim/Remove Trees</u>	4/12/2021 11:00:00 AM	\$367.69
<u>Grass Recut up to 5,000 sq ft</u>	4/25/2021 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 05/05/2021</u>	5/6/2021 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	5/10/2021 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	5/26/2021 11:00:00 AM	\$63.24
<u>Install Padlock and HASP</u>	6/2/2021 11:00:00 AM	\$50.60
<u>Install/Repair Security Door</u>	6/2/2021 11:00:00 AM	\$101.18
<u>Verify Occupancy - Inspection - Ordered 06/03/2021</u>	6/5/2021 11:00:00 AM	\$25.30

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Install Lockbox	6/8/2021 11:00:00 AM	\$50.60
Grass Recut up to 5,000 sq ft	6/10/2021 11:00:00 AM	\$63.24
Grass Recut up to 5,000 sq ft	6/28/2021 11:00:00 AM	\$63.24
REMOVE EXTERIOR DEBRIS PER CU YD	7/5/2021 11:00:00 AM	\$60.00
Tarp Roof	7/5/2021 11:00:00 AM	\$1,319.29
Verify Occupancy - Inspection - Ordered 07/08/2021	7/10/2021 11:00:00 AM	\$25.30
Grass Recut up to 5,000 sq ft	7/12/2021 11:00:00 AM	\$63.24
Grass Recut up to 5,000 sq ft	7/24/2021 11:00:00 AM	\$63.24
Verify Occupancy - Inspection - Ordered 08/04/2021	8/7/2021 11:00:00 AM	\$25.30
Grass Recut up to 5,000 sq ft	8/8/2021 11:00:00 AM	\$63.24
Grass Recut up to 5,000 sq ft	8/30/2021 11:00:00 AM	\$63.24
Install Padlock and HASP	9/5/2021 11:00:00 AM	\$50.60
Verify Occupancy - Inspection - Ordered 09/07/2021	9/10/2021 11:00:00 AM	\$25.30
Grass Recut up to 5,000 sq ft	9/12/2021 11:00:00 AM	\$63.24
Grass Recut up to 5,000 sq ft	9/26/2021 11:00:00 AM	\$63.24
Verify Occupancy - Inspection - Ordered 10/05/2021	10/6/2021 11:00:00 AM	\$25.30
Grass Recut up to 5,000 sq ft	10/12/2021 11:00:00 AM	\$63.24
Grass Recut up to 5,000 sq ft	10/27/2021 11:00:00 AM	\$63.24
Clean Roof	11/7/2021 11:00:00 AM	\$276.77

9/24/24, 11:25 AM

Spent to Date

<u>Install Padlock and HASP</u>	11/7/2021 11:00:00 AM	\$50.60
<u>REMOVE EXTERIOR DEBRIS PER CU YD</u>	11/7/2021 11:00:00 AM	\$60.00
<u>Tarp Roof</u>	11/7/2021 11:00:00 AM	\$1,200.00
<u>Repair Roof</u>	11/7/2021 11:00:00 AM	\$270.23
<u>Verify Occupancy - Inspection - Ordered 11/05/2021</u>	11/7/2021 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	11/28/2021 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 12/07/2021</u>	12/9/2021 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	12/12/2021 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 01/05/2022</u>	1/7/2022 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 02/09/2022</u>	2/10/2022 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 03/08/2022</u>	3/11/2022 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	3/24/2022 11:00:00 AM	\$86.15
<u>Verify Occupancy - Inspection - Ordered 04/05/2022</u>	4/10/2022 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	4/13/2022 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	4/24/2022 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 05/06/2022</u>	5/9/2022 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	5/10/2022 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	5/26/2022 11:00:00 AM	\$63.24
<u>Trim/Remove Trees</u>	5/31/2022 11:00:00 AM	\$362.02

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Grass Recut up to 5,000 sq ft	6/8/2022 11:00:00 AM	\$63.24
Verify Occupancy - Inspection - Ordered 06/07/2022	6/10/2022 11:00:00 AM	\$25.30
Grass Recut up to 5,000 sq ft	6/23/2022 11:00:00 AM	\$63.24
Grass Recut up to 5,000 sq ft	7/7/2022 11:00:00 AM	\$63.24
Verify Occupancy - Inspection - Ordered 07/08/2022	7/11/2022 11:00:00 AM	\$25.30
Grass Recut up to 5,000 sq ft	7/27/2022 11:00:00 AM	\$63.24
Verify Occupancy - Inspection - Ordered 08/08/2022	8/10/2022 11:00:00 AM	\$25.30
Grass Recut up to 5,000 sq ft	8/13/2022 11:00:00 AM	\$63.24
REMOVE EXTERIOR DEBRIS PER CU YD	8/24/2022 11:00:00 AM	\$540.00
Trim/Remove Trees	8/24/2022 11:00:00 AM	\$861.60
Trim/Remove Trees	8/24/2022 11:00:00 AM	\$913.42
Grass Recut up to 5,000 sq ft	8/28/2022 11:00:00 AM	\$63.24
Board Window using 5/8in	9/1/2022 11:00:00 AM	\$101.18
Verify Occupancy - Inspection - Ordered 09/08/2022	9/9/2022 11:00:00 AM	\$25.30
Grass Recut up to 5,000 sq ft	9/12/2022 11:00:00 AM	\$63.24
Winterize - Dry Heat System	9/12/2022 11:00:00 AM	\$126.48
Tarp Roof	9/20/2022 11:00:00 AM	\$1,419.29
Grass Recut up to 5,000 sq ft	9/23/2022 11:00:00 AM	\$63.24
Grass Recut up to 5,000 sq ft	10/13/2022 11:00:00 AM	\$63.24

<u>Verify Occupancy - Inspection - Ordered 10/11/2022</u>	10/14/2022 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	10/28/2022 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	11/13/2022 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 11/08/2022</u>	11/14/2022 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	11/28/2022 11:00:00 AM	\$63.24
<u>Tarp Roof</u>	12/7/2022 11:00:00 AM	\$1,500.00
<u>Verify Occupancy - Inspection - Ordered 12/06/2022</u>	12/11/2022 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	12/12/2022 11:00:00 AM	\$63.24
<u>Trim/Remove Trees</u>	12/14/2022 11:00:00 AM	\$201.40
<u>Trim/Remove Trees</u>	12/14/2022 11:00:00 AM	\$367.69
<u>Install Padlock and HASP</u>	12/18/2022 11:00:00 AM	\$101.20
<u>Grass Recut up to 5,000 sq ft</u>	12/28/2022 11:00:00 AM	\$63.24
<u>Cap Dryer Vent</u>	1/5/2023 11:00:00 AM	\$20.00
<u>Cap Water Line(s)</u>	1/5/2023 11:00:00 AM	\$40.00
<u>Verify Occupancy - Inspection - Ordered 01/05/2023</u>	1/11/2023 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	1/12/2023 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	1/28/2023 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 02/03/2023</u>	2/9/2023 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	2/12/2023 11:00:00 AM	\$63.24

Grass Recut up to 5,000 sq ft	2/26/2023 11:00:00 AM	\$63.24
Verify Occupancy - Inspection - Ordered 03/03/2023	3/10/2023 11:00:00 AM	\$25.30
Grass Recut up to 5,000 sq ft	3/12/2023 11:00:00 AM	\$63.24
Grass Recut up to 5,000 sq ft	3/26/2023 11:00:00 AM	\$63.24
Trim/Remove Trees	3/28/2023 11:00:00 AM	\$367.69
Grass Recut up to 5,000 sq ft	4/6/2023 11:00:00 AM	\$63.24
Verify Occupancy - Inspection - Ordered 04/06/2023	4/12/2023 11:00:00 AM	\$25.30
Repair Roof	4/17/2023 11:00:00 AM	\$160.00
Tarp Roof	4/17/2023 11:00:00 AM	\$1,419.29
Grass Recut up to 5,000 sq ft	4/24/2023 11:00:00 AM	\$63.24
Grass Recut up to 5,000 sq ft	5/8/2023 11:00:00 AM	\$63.24
Verify Occupancy - Inspection - Ordered 05/04/2023	5/10/2023 11:00:00 AM	\$25.30
Grass Recut up to 5,000 sq ft	5/23/2023 11:00:00 AM	\$63.24
Verify Occupancy - Inspection - Ordered 06/06/2023	6/12/2023 11:00:00 AM	\$25.30
Grass Recut up to 5,000 sq ft	6/13/2023 11:00:00 AM	\$63.24
Grass Recut up to 5,000 sq ft	6/24/2023 11:00:00 AM	\$63.24
REMOVE EXTERIOR DEBRIS PER CU YD	7/1/2023 11:00:00 AM	\$125.00
Trim/Remove Trees	7/1/2023 11:00:00 AM	\$367.69
Grass Recut up to 5,000 sq ft	7/9/2023 11:00:00 AM	\$63.24

9/24/24, 11:25 AM

Spent to Date

<u>Verify Occupancy - Inspection - Ordered 07/07/2023</u>	7/13/2023 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	7/25/2023 11:00:00 AM	\$63.24
<u>REMOVE EXTERIOR DEBRIS PER CU YD</u>	7/26/2023 11:00:00 AM	\$50.00
<u>Trim/Remove Trees</u>	7/26/2023 11:00:00 AM	\$436.02
<u>Grass Recut up to 5,000 sq ft</u>	8/9/2023 11:00:00 AM	\$63.24
<u>Verify Occupancy - Inspection - Ordered 08/04/2023</u>	8/11/2023 11:00:00 AM	\$25.30
<u>Grass Recut up to 5,000 sq ft</u>	8/24/2023 11:00:00 AM	\$63.24
<u>REMOVE EXTERIOR DEBRIS PER CU YD</u>	9/5/2023 11:00:00 AM	\$75.00
<u>Trim/Remove Trees</u>	9/5/2023 11:00:00 AM	\$224.64
<u>Grass Recut up to 5,000 sq ft</u>	9/7/2023 11:00:00 AM	\$63.24
<u>Grass Recut up to 5,000 sq ft</u>	9/27/2023 11:00:00 AM	\$63.24
<b>Total Amount Invoiced: \$25,983.98</b>		

about:blank

11/11

# EXHIBIT A-3

# Horry County

## ONLINE TAX PAYMENT

**Notice #: 338430183**

**Status: Paid**

**Date Paid: 12/20/18**

**Issue Date: 09/29/18**

**Total Paid: \$320.37**

### Tax Information

**Name:** VAUGHN ERIC M  
**Address:** 615 FORD CIRCLE CONWAY SC 29526 8700  
**Tax Year:** 2018  
**District/Levy:** 100 / 212.7  
**City/Levy:** / 0  
**Total Appraisal:** 76,870  
**Total Assessed:** 3,080  
**Assessment Ratio:** 4%    **Land Appraisal:** 18,870    **Building Appraisal:** 58,000

### Property Information

**Record Type:** Real Estate  
**Map Number:** 1501711033

**PIN:** 38205040075  
**Acres:** .10  
**Description:** LT 121PINE VALLEY II

**Taxes**

---

<b>County Tax:</b>	\$655.12
<b>City Tax:</b>	\$0.00
<b>Fees:</b>	\$44.40
<b>Residential Exemption:</b>	\$379.15
<b>Homestead Exemption:</b>	\$0.00
<b>Other Exemptions:</b>	\$0.00
<b>Local Option Credit:</b>	\$0.00
<b>Total Taxes:</b>	\$320.37

# Horry County ONLINE TAX PAYMENT

**Notice #: 336053193**

**Status: Paid**

**Date Paid: 12/20/19**

**Issue Date: 09/29/19**

**Total Paid: \$352.38**

## Tax Information

**Name:** VAUGHN ERIC M

**Address:** 615 FORD CIRCLECONWAY SC 29526 8700

**Tax Year:** 2019

**District/Levy:** 100 / 205.1

**City/Levy:** / 0

**Total Appraisal:** 88,401

**Total Assessed:** 3,540

<b>Assessment Ratio:</b>	<b>Land Appraisal:</b>	<b>Building Appraisal:</b>
4%	21,727	66,674

## Property Information

**Record Type:** Real Estate

**Map Number:** 1501711033

**PIN:** 38205040075  
**Acres:** .10  
**Description:** LT 121PINE VALLEY II

**Taxes**

---

<b>County Tax:</b>	\$726.05
<b>City Tax:</b>	\$0.00
<b>Fees:</b>	\$44.40
<b>Residential Exemption:</b>	\$418.07
<b>Homestead Exemption:</b>	\$0.00
<b>Other Exemptions:</b>	\$0.00
<b>Local Option Credit:</b>	\$0.00
<b>Total Taxes:</b>	\$352.38

# Horry County

## ONLINE TAX PAYMENT

**Notice #:** 325397203

**Status:** Paid

**Date Paid:** 12/17/20

**Issue Date:** 09/30/20

**Total Paid:** \$1,131.43

### Tax Information

**Name:** VAUGHN ERIC M

**Address:** 615 FORD CIRCLE CONWAY SC 29526 8700

**Tax Year:** 2020

**District/Levy:** 100 / 205.1

**City/Levy:** / 0

**Total Appraisal:** 88,401

**Total Assessed:** 5,300

**Assessment Ratio:** 6%    **Land Appraisal:** 21,727    **Building Appraisal:** 66,674

### Property Information

**Record Type:** Real Estate

**Map Number:** 1501711033

**PIN:** 38205040075  
**Acres:** .10  
**Description:** LT 121PINE VALLEY II  
**Taxes**

---

<b>County Tax:</b>	\$1,087.03
<b>City Tax:</b>	\$0.00
<b>Fees:</b>	\$44.40
<b>Residential Exemption:</b>	\$0.00
<b>Homestead Exemption:</b>	\$0.00
<b>Other Exemptions:</b>	\$0.00
<b>Local Option Credit:</b>	\$0.00
<b>Total Taxes:</b>	\$1,131.43

# Horry County

## ONLINE TAX PAYMENT

**Notice #: 332543213**

**Status: Paid**

**Date Paid: 12/31/21**

**Issue Date: 09/29/21**

**Total Paid: \$1,216.71**

---

### Tax Information

---

**Name:** VAUGHN ERIC M

**Address:** 615 FORD CIRCLE CONWAY SC 29526 8700

**Tax Year:** 2021

**District/Levy:** 100 / 212.7

**City/Levy:** / 0

**Total Appraisal:** 88,401

**Total Assessed:** 5,300

**Assessment Ratio:** 6%    **Land Appraisal:** 21,727    **Building Appraisal:** 66,674

---

### Property Information

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**Record Type:** Real Estate

**Map Number:** 1501711033

**PIN:** 38205040075  
**Acres:** .10  
**Description:** LT 121PINE VALLEY II

**Taxes**

---

<b>County Tax:</b>	\$1,127.31
<b>City Tax:</b>	\$0.00
<b>Fees:</b>	\$89.40
<b>Residential Exemption:</b>	\$0.00
<b>Homestead Exemption:</b>	\$0.00
<b>Other Exemptions:</b>	\$0.00
<b>Local Option Credit:</b>	\$0.00
<b>Total Taxes:</b>	\$1,216.71

# Horry County ONLINE TAX PAYMENT

**Notice #:** 342606223

**Status:** Paid

**Date Paid:** 12/11/22

**Issue Date:** 09/30/22

**Total Paid:** \$1,216.71

## Tax Information

**Name:** VAUGHN ERIC M

**Address:** 615 FORD CIRCLE CONWAY SC 29526 8700

**Tax Year:** 2022

**District/Levy:** 100 / 212.7

**City/Levy:** / 0

**Total Appraisal:** 88,401

**Total Assessed:** 5,300

<b>Assessment Ratio:</b>	<b>Land Appraisal:</b>	<b>Building Appraisal:</b>
6%	21,727	66,674

## Property Information

**Record Type:** Real Estate

**Map Number:** 1501711033

**PIN:** 38205040075  
**Acres:** .10  
**Description:** LT 121PINE VALLEY II

**Taxes**

<b>County Tax:</b>	\$1,127.31
<b>City Tax:</b>	\$0.00
<b>Fees:</b>	\$89.40
<b>Residential Exemption:</b>	\$0.00
<b>Homestead Exemption:</b>	\$0.00
<b>Other Exemptions:</b>	\$0.00
<b>Local Option Credit:</b>	\$0.00
<b>Total Taxes:</b>	\$1,216.71

# Horry County ONLINE TAX PAYMENT

**Notice #: 351623233**

**Status: Paid**

**Date Paid: 01/04/24**

**Issue Date: 09/28/23**

**Total Paid: \$1,235.26**

## Tax Information

**Name:** VAUGHN ERIC M

**Address:** 615 FORD CIRCLE CONWAY SC 29526 8700

**Tax Year:** 2023

**District/Levy:** 100 / 216.2

**City/Levy:** / 0

**Total Appraisal:** 88,401

**Total Assessed:** 5,300

<b>Assessment Ratio:</b>	<b>Land Appraisal:</b>	<b>Building Appraisal:</b>
6%	21,727	66,674

## Property Information

**Record Type:** Real Estate

**Map Number:** 1501711033

**PIN:** 38205040075  
**Acres:** .10  
**Description:** LT 121PINE VALLEY II  
**Taxes**

---

<b>County Tax:</b>	\$1,145.86
<b>City Tax:</b>	\$0.00
<b>Fees:</b>	\$89.40
<b>Residential Exemption:</b>	\$0.00
<b>Homestead Exemption:</b>	\$0.00
<b>Other Exemptions:</b>	\$0.00
<b>Local Option Credit:</b>	\$0.00
<b>Total Taxes:</b>	\$1,235.26

Notice No.	Name / Property Address	Year	Description	Identification No.	Type	Status	Payment Date	Amount
362520243	VAUGHN ERIC M	2024	PINE VALLEY II LT...	38205040075	RealEstate	Unpaid		\$1,315.50
351623233	VAUGHN ERIC M	2023	PINE VALLEY II LT...	38205040075	RealEstate	Paid	01/04/24	\$1,235.26
342606223	VAUGHN ERIC M	2022	PINE VALLEY II LT...	38205040075	RealEstate	Paid	12/11/22	\$1,216.71
332543213	VAUGHN ERIC M	2021	PINE VALLEY II LT...	38205040075	RealEstate	Paid	12/31/21	\$1,216.71
325397203	VAUGHN ERIC M	2020	PINE VALLEY II LT...	38205040075	RealEstate	Paid	12/17/20	\$1,131.43
336053193	VAUGHN ERIC M	2019	PINE VALLEY II LT...	38205040075	RealEstate	Paid	12/20/19	\$352.38
338430183	VAUGHN ERIC M	2018	PINE VALLEY II LT...	38205040075	RealEstate	Paid	12/20/18	\$320.37
336257173	VAUGHN ERIC M	2017	PINE VALLEY II LT...	38205040075	RealEstate	Paid	12/24/17	\$305.37
332598163	VAUGHN ERIC M	2016	PINE VALLEY II LT...	38205040075	RealEstate	Paid	01/08/17	\$305.37
327705153	VAUGHN ERIC M	2015	PINE VALLEY II LT...	38205040075	RealEstate	Paid	01/05/16	\$305.37

325990143	VAUGHN ERIC M	2014	PINE VALLEY II LT...	38205040075	RealEstate	Paid	12/30/14	\$283.19
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# EXHIBIT A-4

# HARRELL, MARTIN & PEACE, P.A.

135 Columbia Avenue  
PO Box 1000  
Chapin, South Carolina 29036  
803-345-3353

Attn: Kari Meyer  
United States Department of Agriculture  
4300 Goodfellow Blvd, FC215/105F  
FC Centralization Unit  
St. Louis, MO 63120

Statement Date: May 8, 2023  
Statement No. 29900  
File No. 2518.28706  
Page: 1

RE: Vaughn, Eric M. Acct No. [REDACTED]

**Payments received after 05/08/2023 are not included on this statement.**

## Expenses

04/10/2023	Filing fee - Lis Pendens	13.30
	Total Expenses	13.30
	Total Current Work	13.30
	Balance Due	<u>\$13.30</u>

**Please include the FILE NUMBER on your check. Payment is due 30 days from the date of this invoice. Please note all credit/debit card payments will be subject to a 3% processing fee.**

**ROA183**

**HARRELL, MARTIN & PEACE, P.A.**

135 Columbia Avenue  
PO Box 1000  
Chapin, South Carolina 29036  
803-345-3353

Attn: Kari Meyer  
United States Department of Agriculture  
4300 Goodfellow Blvd, FC215/105F  
FC Centralization Unit  
St. Louis, MO 63120

Statement Date: June 12, 2023  
Statement No. 30223  
File No. 2518.28706  
Page: 1

RE: Vaughn, Eric M. Acct No [REDACTED]

**Payments received after 06/12/2023 are not included on this statement.**

Previous Balance		\$13.30
	<u>Payments</u>	
05/15/2023	ach on 5-15-23/ invoice 29900	-13.30
Balance Due		<u>\$0.00</u>

**Please include the FILE NUMBER on your check. Payment is due 30 days from the date of this invoice. Please note all credit/debit card payments will be subject to a 3% processing fee.**

# HARRELL, MARTIN & PEACE, P.A.

135 Columbia Avenue  
PO Box 1000  
Chapin, South Carolina 29036  
803-345-3353

Attn: Kari Meyer  
United States Department of Agriculture  
4300 Goodfellow Blvd, FC215/105F  
FC Centralization Unit  
St. Louis, MO 63120

Statement Date: November 9, 2023  
Statement No. 31812  
File No. 2518.28706  
Page: 1

RE: Vaughn, Eric M. Acct No. [REDACTED]

**Payments received after 11/09/2023 are not included on this statement.**

## Professional Services Rendered

		Hours	
10/03/2023	1/2 Flat fee milestone billing.		1,250.00
	For Current Services Rendered		1,250.00

## Expenses

10/03/2023	Filing fee - Summons and Complaint filing fee.		180.32
10/04/2023	Title Search/ check # 50576		290.50
10/31/2023	Processor fee- check #50692		90.00
	Total Expenses		560.82
	Total Current Work		1,810.82
	Balance Due		<u>\$1,810.82</u>

**Please include the FILE NUMBER on your check. Payment is due 30 days from the date of this invoice. Please note all credit/debit card payments will be subject to a 3% processing fee.**

# HARRELL, MARTIN & PEACE, P.A.

135 Columbia Avenue  
PO Box 1000  
Chapin, South Carolina 29036  
803-345-3353

Attn: Kari Meyer  
United States Department of Agriculture  
4300 Goodfellow Blvd, FC215/105F  
FC Centralization Unit  
St. Louis, MO 63120

Statement Date: December 6, 2023  
Statement No. 32281  
File No. 2518.28706  
Page: 1

RE: Vaughn, Eric M. Acct No. [REDACTED]

**Payments received after 12/06/2023 are not included on this statement.**

		<u>Expenses</u>	
11/14/2023	Processor fee/ check # 50767		90.00
	Total Expenses		90.00
	Total Current Work		90.00
	Previous Balance		\$1,810.82
		<u>Payments</u>	
11/21/2023	ach 11-21-2023/ invoice 31812		-1,810.82
	Balance Due		<u>\$90.00</u>

**Please include the FILE NUMBER on your check. Payment is due 30 days from the date of this invoice. Please note all credit/debit card payments will be subject to a 3% processing fee.**

# HARRELL, MARTIN & PEACE, P.A.

135 Columbia Avenue  
PO Box 1000  
Chapin, South Carolina 29036  
803-345-3353

Attn: Kari Meyer  
United States Department of Agriculture  
4300 Goodfellow Blvd, FC215/105F  
FC Centralization Unit  
St. Louis, MO 63120

Statement Date: January 8, 2024  
Statement No. 32532  
File No. 2518.28706  
Page: 1

RE: Vaughn, Eric M. Acct No. [REDACTED]

**Payments received after 01/08/2024 are not included on this statement.**

Previous Balance		\$90.00
	<u>Payments</u>	
12/15/2023	ach 12-15-2023/ invoice 32281	-90.00
Balance Due		<u>\$0.00</u>

**Please include the FILE NUMBER on your check. Payment is due 30 days from the date of this invoice. Please note all credit/debit card payments will be subject to a 3% processing fee.**

# HARRELL, MARTIN & PEACE, P.A.

135 Columbia Avenue  
PO Box 1000  
Chapin, South Carolina 29036  
803-345-3353

Attn: Kari Meyer  
United States Department of Agriculture  
4300 Goodfellow Blvd, FC215/105F  
FC Centralization Unit  
St. Louis, MO 63120

Statement Date: May 8, 2024  
Statement No. 33678  
File No. 2518.28706  
Page: 1

RE: Vaughn, Eric M. Acct No. [REDACTED]

***Payments received after 05/08/2024 are not included on this statement.***

## Expenses

04/18/2024	Processor fee/ check # 51537	<u>95.00</u>
	Total Expenses	<u>95.00</u>
	Total Current Work	95.00
	Balance Due	<u>\$95.00</u>

**Please include the FILE NUMBER on your check. Payment is due 30 days from the date of this invoice. Please note all credit/debit card payments will be subject to a 3% processing fee.**

# HARRELL, MARTIN & PEACE, P.A.

135 Columbia Avenue  
PO Box 1000  
Chapin, South Carolina 29036  
803-345-3353

Attn: Kari Meyer  
United States Department of Agriculture  
4300 Goodfellow Blvd, FC215/105F  
FC Centralization Unit  
St. Louis, MO 63120

Statement Date: July 9, 2024  
Statement No. 34049  
File No. 2518.28706  
Page: 1

RE: Vaughn, Eric M. Acct No. [REDACTED]

***Payments received after 07/09/2024 are not included on this statement.***

Previous Balance		\$95.00
	<u>Payments</u>	
05/21/2024	ach on 5-21-2024/ invoice 33678	-95.00
Balance Due		<u>\$0.00</u>

**Please include the FILE NUMBER on your check. Payment is due 30 days from the date of this invoice. Please note all credit/debit card payments will be subject to a 3% processing fee.**

***ROA189***

# HARRELL, MARTIN & PEACE, P.A.

135 Columbia Avenue  
PO Box 1000  
Chapin, South Carolina 29036  
803-345-3353

Attn: Kari Meyer  
United States Department of Agriculture  
4300 Goodfellow Blvd, FC215/105F  
FC Centralization Unit  
St. Louis, MO 63120

Statement Date: August 7, 2024  
Statement No. 34347  
File No. 2518.28706  
Page: 1

RE: Vaughn, Eric M. Acct No. [REDACTED]

**Payments received after 08/07/2024 are not included on this statement.**

		<u>Expenses</u>	
07/18/2024	Filing fee - Order of Reference		<u>31.74</u>
	Total Expenses		31.74
	Total Current Work		31.74
	Balance Due		<u>\$31.74</u>

**Please include the FILE NUMBER on your check. Payment is due 30 days from the date of this invoice. Please note all credit/debit card payments will be subject to a 3% processing fee.**

# HARRELL, MARTIN & PEACE, P.A.

135 Columbia Avenue  
PO Box 1000  
Chapin, South Carolina 29036  
803-345-3353

Attn: Kari Meyer  
United States Department of Agriculture  
4300 Goodfellow Blvd, FC215/105F  
FC Centralization Unit  
St. Louis, MO 63120

Statement Date: September 12, 2024  
Statement No. 34614  
File No. 2518.28706  
Page: 1

RE: Vaughn, Eric M. Acct No. [REDACTED]

**Payments received after 09/12/2024 are not included on this statement.**

		<u>Expenses</u>	
08/14/2024	Reference fee/ check # 51738		125.00
	Total Expenses		<u>125.00</u>
	Total Current Work		125.00
	Previous Balance		\$31.74
		<u>Payments</u>	
08/29/2024	ach 8-29-2024/ invoice 34347		-31.74
	Balance Due		<u>\$125.00</u>

**Please include the FILE NUMBER on your check. Payment is due 30 days from the date of this invoice. Please note all credit/debit card payments will be subject to a 3% processing fee.**

# HARRELL, MARTIN & PEACE, P.A.

135 Columbia Avenue  
PO Box 1000  
Chapin, South Carolina 29036  
803-345-3353

Attn: Kari Meyer  
United States Department of Agriculture  
4300 Goodfellow Blvd, FC215/105F  
FC Centralization Unit  
St. Louis, MO 63120

Statement Date: November 7, 2024  
Statement No. 34978  
File No. 2518.28706  
Page: 1

RE: Vaughn, Eric M. Acct No. [REDACTED]

***Payments received after 11/07/2024 are not included on this statement.***

Previous Balance		\$125.00
	<u>Payments</u>	
09/20/2024	ach 9-20-2024/ invoice 34614	-125.00
Balance Due		<u>\$0.00</u>

**Please include the FILE NUMBER on your check. Payment is due 30 days from the date of this invoice. Please note all credit/debit card payments will be subject to a 3% processing fee.**

# EXHIBIT B



Rural Development  
Centralized Servicing  
Center

November 28, 2018

**CERTIFIED MAIL**

**RETURN RECEIPT REQUESTED**

ERIC M VAUGHN

615 FORD CIRCLE

CONWAY SC 29526

Subject: NOTICE OF ACCELERATION OF YOUR RURAL HOUSING SERVICE LOAN(S); DEMAND FOR PAYMENT OF THAT DEBT; NOTICE OF INTENT TO FORECLOSE; AND NOTICE OF YOUR OPPORTUNITY TO HAVE A HEARING CONCERNING THIS ACTION

Dear: ERIC M VAUGHN

PLEASE TAKE NOTE that the entire indebtedness due on the promissory note (s) and/or assumption agreement(s) which evidence the loan(s) received by you from the United States of America, acting through the United States Department of Agriculture Rural Housing Service (RHS), formerly Farmers Home Administration, is now declared immediately due and payable and demand is hereby made on you to pay this entire indebtedness. If payment in full is not made as demanded herein, the RHS intends to enforce its real estate mortgage(s) or deed(s) of trust given to secure the indebtedness by foreclosure of its lien(s) on your house.

<u>Account Number(s)</u>	<u>Date of Instruments</u>	<u>Amount</u>
[REDACTED]	April 5, 2010	\$ 80,000.00

The acceleration of your indebtedness is made in accordance with the authority granted in the above described instrument(s). The reason(s) for the acceleration of your indebtedness is (are) As follows:

**MONETARY DEFAULT**

The balance of the account is \$ 68,597.03 unpaid principal and \$ 1,112.91 unpaid interest as of November 28, 2018 , plus additional interest accruing at the rate 9.1619 per day thereafter, plus additional advances to be made by the United States for the protection of its security, the interest accruing on any such

USDA-is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

advances, fees or late charges, and the amount of subsidy to be recaptured in accordance with the Subsidy Repayment Agreement.

Unless full payment of this indebtedness is received within 30 days from the date of this letter the United States will take action to foreclose its lien on your house and to pursue any other available remedies. **Payment should be made by cashier's check, certified check, or postal money orders payable to Rural Housing Service and mailed to the following address:**

**USDA-RHS  
P.O. Box 790170  
St. Louis, MO. 63179-0170**

If you submit to the United States any payment insufficient to pay the account in full or insufficient to comply with any arrangements agreed to between the RHS and yourself, the payment **WILL NOT CANCEL** the effect of this notice. If insufficient payments are received and credited to your account, no waiver or prejudice of any rights which the United States may have will result and the RHS may proceed as though no such payments had been made.

**YOUR RIGHT TO A DISCUSSION WITH RHS-** You have the opportunity to discuss this decision to accelerate your loan(s) with a RHS official or have an administrative appeal hearing before the foreclosure takes place. This is an opportunity to discuss why you believe the United States is in error in accelerating your loan(s) and proceeding with foreclosure. If you desire to have an informal discussion with an RHS official or have any questions concerning this decision or the facts used in making this decision, you should contact this office in writing. The request for an informal discussion must be sent to the undersigned no later than December 13, 2018. Requests which are postmarked by the U.S. Postal Service on or before that date will be considered as timely received. You also have the right to an administrative appeal hearing with a hearing officer instead of, or in addition to, an informal discussion with this office. If you request an informal discussion with an RHS official, and this does not result in a decision in which you concur, you will be given a separate time frame in which to submit your request for an administrative appeal. [See the attachment for your appeal rights.]

**YOUR RIGHT TO AN ADMINISTRATIVE APPEAL HEARING-** If you do not wish to have an informal discussion with an RHS official as outlined above, you may request an administrative appeal with a member of the National Appeals Division Area Supervisor, no later than thirty (30) days from the date of receipt of this notice. Requests which are postmarked by the U.S. Postal Service on or before that date will be considered as timely received as requesting an administrative appeal. Please include a copy of this letter with your request.

If you fail to comply with the requirement outlined, the United States plans to proceed with foreclosure. You may avoid foreclosure by (1) refinancing your RHS loan(s) with a private or commercial lender or otherwise paying your indebtedness in full; (2) selling the property for its fair market value and applying the proceeds to your loan(s); (3) transferring the loan(s) and property to an eligible or an ineligible applicant with RHS approval; or (4) conveying the property to the Government with RHS approval.

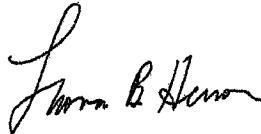
Please contact our Centralized Servicing Center office at 1-800-349-5097, if you desire to satisfy your loan(s) by one the above methods.

You cannot be discriminated against in a credit transaction because of your race, color, religion, national origin, sex, marital status, handicap, or age (if you have the legal capacity to enter into a contract). You cannot be denied a loan because all or a part of your income is from a public assistance program. If you believe you have been discriminated against for any of these reasons, you should write to the Secretary of Agriculture, Washington, D.C. 20250.

You cannot be discriminated against in a credit transaction because you in good faith exercised your rights under the Consumer Credit Protection Act. The Federal Agency responsible for seeing this law is obeyed is the Federal Trade Commission, Washington, D.C. 20580.

For questions regarding your account, please call Risk Management toll free at 1-800-793-8861 or TDD 1-800-438-1832, 7:00 a.m. to 5:00 p.m., Monday through Friday, Central Time. Please refer to your account number when you write or call us. Thank you.

UNITED STATES OF AMERICA  
BY



Thomas B. Herron, Director, Default Management Branch

**Date:** November 28, 2018  
**Attachment**  
**cc:** State Office

This letter was mailed certified and regular mail on November 28, 2018



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POSTAL SERVICE®**

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This form may be used for domestic and international mail.

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From: **USDA , RURAL HOUSING SERVICE**

**CENTRALIZED SERVICING CENTER**

**4300 GOODFELLOW BLVD. FC-214**

**ST LOUIS, MO 63120**

To: **ERIC M VAUGHN**

**615 FORD CIRCLE**

Postmark Here

**CONWAY**

**SC 29526**

PS Form **3817**, April 2007 PSN 7530-02-000-9065



**Certificate Of Mailing**

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This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

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HORRY COUNTY MASTER IN EQUITY  
ADMINISTRATIVE MEMORANDUM  
FEBRUARY 21, 2025

1. Request for post-decree additional costs should be properly titled “Additional Costs” (not Additional Fees and Costs) and should be efiled as such. There is an option to file under this title in the efile system. Any post-sale Affidavits of Costs must be efiled within ten calendar days after the date of sale. Please note that this Affidavit is time stamped in the Clerk of Court’s Office immediately upon receipt including weekends and holidays. Also, note that consistent with the previously provided February 16, 2023 Administrative Memorandum provided by Judge Clemmons, this Court does not generally consider attorney’s fees post-decree so they should not be included in the Affidavit of Additional Costs.
2. Affidavit of Attorney’s Fees: Please note it is the expectation of the court that any Affidavit of Attorney’s Fees can be supported by an itemized billing statement that is consistent with your fee agreement with your client, and can be made readily available for the court’s review if requested.
3. Miscellaneous costs associated with the foreclosure: Please note that it is the expectation of the court that miscellaneous costs associated with the foreclosure, including but not limited to, preservation costs, inspection costs, repair costs, penalty interest, deferred principle balance, escrow and other cost advances, interest charged on costs etc. must be supported by invoices, be authorized by the loan documents and be readily available for the court’s review upon request. The Court generally will not consider costs that cannot be substantiated with supporting documents.
4. Post-acceleration payments: Please confirm that no post-acceleration payments have been received and accepted from the borrower.
5. Service by Certified Mail: Please note that illegible signatures without legible printed names create an issue with confirming due process.
6. Attorney’s Fees and Costs from previous firms: For approval of attorney’s fees and costs from prior law firms, the current attorney must provide an Affidavit of Attorney’s Fees and Costs from the previous firm or submit an affidavit attesting that he or she has reviewed the services of the prior firm and can confirm that the fees and costs are commensurate with the services provided according to South Carolina law.
7. HOA Lien Foreclosures (Interest, Late Fees and Fines): Please confirm that the constituent documents authorize interest, late fees and fines. The interest rate designated in the constituent documents will be the rate charged throughout the entire foreclosure process unless the rate is contrary to the maximum legal rate (not money judgment rate or consumer debt rate) allowed by statute. It is the expectation of the court that interest, late fees and fines

HORRY COUNTY MASTER IN EQUITY  
ADMINISTRATIVE MEMORANDUM  
FEBRUARY 21, 2025

be supported by applicable portions of the constituent documents upon request, along with documented proof of violations resulting in fines.

8. Notice of Hearings: Please note that all hearings are public hearings and the Notice of Hearing should be timely filed in the public index to also give the public sufficient notice. In addition, no hearing notices should contain redacted WebEx information or attempt to limit attendance to the parties and witnesses. We also see references to COVID administrative orders that do not currently apply. Please update your Notice of Hearing template to remove this language.
9. Rule to Show Cause Orders: Defendants subject to a RTSC should not be notified of the hearing by mail. They should be personally served by the Sheriff unless there have been two failed attempts. If so, the Defendants may be served by private process server. In addition, all RTSC Orders associated with supplemental proceeding hearings should contain a deadline for the Defendant to provide requested documents prior to the hearing so counsel can review them ahead of time and streamline the hearing.
10. Date of Default: If the date of default is more than two years prior to the filing of the foreclosure, please file a Certificate of Non-owner occupancy if applicable. It is the expectation of the court that counsel be prepared to explain any delays in the filing of the foreclosure after default.
11. HOA Lien Foreclosure Proposed Orders: Please include a clear, itemized breakdown of all charges (separate category) in the proposed Order, including late fees, interest (include the range of dates in which interest was charged), attorney's fees and costs, fines and accelerated charges if applicable.
12. Hearing Documents: Please provide hearing documents within 48 hours of the hearing. On busy court days is it difficult to receive and review last minute documents arriving on the day of the hearing.
13. Title Searches and Omitted Lienholders: Please conduct a thorough title search to prevent omitting lienholders. This has been a reoccurring and preventable problem.
14. Orders to Stay/Dismissals: When a case is dismissed or a proposed Order to Stay or continue the case is presented, please include the reason.
15. WebEx Hearings: Generally, please do not schedule a hearing as a WebEx hearing if the defendant has answered. WebEx hearings are typically limited to uncontested default matters. If there are special circumstances warranting a WebEx, hearing or hybrid

HORRY COUNTY MASTER IN EQUITY  
ADMINISTRATIVE MEMORANDUM  
FEBRUARY 21, 2025

(combination of live courtroom and WebEx attendance) please contact the court prior to scheduling.

16. Court Reporters: The Master in Equity does not provide a court reporter but WebEx hearings are recorded. We can make the recording available to attorneys who may then have the proceeding transcribed if desired.
17. Communication with the Court: Please do not copy the court on party-to-party emails and note that all communications with the court should come through the judge's staff and not to the judge directly.
18. Requested Language in Court Orders: Please include all of the court's requested language in proposed Order and Notices of Sale.
19. Provision of the Court's Requested Information: Please note that the judge's office does not automatically receive all documents filed in the public index. We generally only receive proposed Orders so if the court has requested a brief or any other information that you have efiled, please make sure it is also emailed to the court.
20. If applicable, please indicate in your pleadings, proposed Order for Foreclosure and Sale and Notice of Sale (conspicuously in the preamble and identifying the lienholder) that the property is being sold subject to a superior lien (s).

**RECEIVED**

**Oct 15 2025**

**SC Court of Appeals**

**STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS**

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**APPEAL FROM HORRY COUNTY  
ALAN D. CLEMMONS, MASTER-IN-EQUITY**

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**Appellate Case No. 2025-000708  
Lower Court Case No. 2023-CP-26-06121**

United States of America acting through the  
Rural Housing Service or successor agency,  
United States Department of Agriculture, ..... Appellant

v.

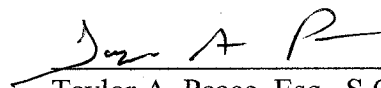
Eric M. Vaughn and South Carolina Department of Revenue, ..... Respondents

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**CERTIFICATE OF COUNSEL**

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The undersigned counsel certifies that the Record on Appeal contains all materials proposed to be included by an of the parties and not any other material.



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PO Box 1000 (Mailing Address)  
Chapin, South Carolina 29036  
Phone: (803) 345-3353  
tpeace@hmp-law.com  
Attorney for Appellant United  
States of America acting through the  
Rural Housing Service or successor agency,  
United States Department of Agriculture

October 15, 2025  
Chapin, South Carolina