

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

APPEAL FROM RICHLAND COUNTY

Joseph M. Strickland, Master-In-Equity, Richland County

RECEIVED

MAY 13 2026

SC Court of Appeals

U.S. Bank Trust National Association, as Trustee of Tiki Series IV Trust, Respondent,

v.

Angela T. Franks aka Angela Thomansina Franks and CMS Roofing, LLC, Defendants,
Of which Angela T. Franks aka Angela Thomansina Franks is the Appellant.

Appellant Case No. 2024-000917

AMENDED RECORD ON APPEAL

Angela T. Franks

P.O. Box 983
Columbia, SC 29202
(803) 466-3005
Appellant, pro se

Ms. Taylor Nicole Way, Esquire

13010 Morris Rd., Suite 450
Alpharetta, GA 30004
(404) 474-7149

Mr. Brian Lawrence Campbell, Esquire

2840 S. College Road, Suite 451
Wilmington, NC 28412
(704) 643-4771

Ms. Kimila Lynn Wooten, Esquire

325 W. McBee Avenue, Suite 301
Greenville, SC 29601
(864) 242-4899

Mr. John P. Fetner, Esquire

2422 Devine Street, Suite A
Columbia, SC 29205
(404) 474-7149

Ms. Meredith L. Coker, Esquire

P.O. Box 176
Charleston, SC 29402
(470) 947-8309

Ms. J. Pamela Price, Esquire

3550 Engineering Drive, Suite 260
Peachtree Corners, GA 30092
(404) 474-7149

Mr. Dean Anthony Hayes, Esquire

4500 Fort Jackson Blvd., Suite 335
Columbia, SC 29209
(803) 724-5000

Ms. January N. Taylor, Esquire

3550 Engineering Drive, Suite 260
Peachtree Corners, GA 30092
(404) 474-7149

INDEX

Note: Page references below are to the paginated Record (R. ____).

The Record includes a Title Page and this Index before the Record Documents.

1. Receipt / Case Initiation Fee (SC COA) R. 4–R. 4
2. Notice of Intent to Appeal (filed/received May 31, 2024) R.
5–R. 5
3. Notice of Appeal + Proof of Service (June 2024) (multiple copies)
..... R. 6–R. 9
4. Motion/Order(s) re: Stay / Restore (Non-Jury Foreclosure) (2023–2024) and signature pages
..... R. 10–R. 15
5. SC Court of Appeals correspondence / clerk letters / orders re: caption, counsel,
deficiencies, deadlines (2024–2026) R. 16–R. 42
6. Appellant’s Designation(s) of Matter to be Included in Record on Appeal
..... R. 43–R. 46
7. Respondent’s Designation of Matter to be Included in Record on Appeal
..... R. 47–R. 49
8. Lis Pendens (2022) and related property description pages R.
54–R. 55

INDEX (continued)

9. Summons (Foreclosure) (2022) R. 56–R. 57
10. Complaint (Foreclosure of Real Estate Mortgage) (2022) (including prayer for relief)
..... R. 58–R. 65
11. CARES / Certification of Compliance (Foreclosure) (2022) R.
66–R. 67
12. Answer to Summons and Complaint (Appellant/Defendant) (2022)
R. 68–R. 72
13. Remaining Record Documents / Exhibits (including correspondence, affidavits, agreements,
exhibits, additional orders/filings) (as provided) R. 73–R. 312



A

The South Carolina Court of Appeals

Angela T Franks

06/17/2024

RECEIPT #102089

Case No: 2024-000917
Case Short Title: U.S. Bank Trust National Association v. Angela Franks
Event: Notice of Appeal (Civil) - Initial
Fee Type: Case Initiation Fee Filed After 10-15-18
Amount: \$250.00
Payment Type: Check
Reference No: 263111
Check/Money Order Date: 06/17/2024
Comments:

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Angela T. Franks aka Angela Thomasina
Franks, CMS Roofing, LLC

APPELLANT(S)

VS

U. S. Bank Trust National Association, as
Trustee of the Tiki Series IV Trust,

RESPONDENT(S)

COMMON PLEAS CASE NUMBER

2022-CP-40-02905

IN THE COURT OF COMMON PLEAS

NOTICE OF INTENT TO APPEAL

RECEIVED

MAY 31 2024

SC Court of Appeals

The plaintiff/defendant (circle one), Angela T. Franks hereby gives notice of intent to appeal from the judgment of the Master in Equity court in the above action, to the Circuit Court of Common Pleas, in the county of Richland.

This notice of appeal is made subsequent to personal notice of the judgment which was received on the 22 day of May, 2024.

Appellant's exceptions to the judgement will be provided at a later date.

Dated

05/31/2024

Angela Franks

Appellant (or his attorney)

P.O. Box 983

Columbia, SC 29202
afell264@qol.com

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Master In Equity

Joseph M. Strickland, Master in Equity

Case No. 2024 – 000917

RECEIVED

JUN 17 2024
SC Court of Appeals

US BANK TRUST
NATIONAL ASSOCIATION,

Respondent,

v.

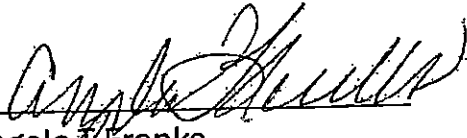
Angela T Franks,

Appellant,

NOTICE OF APPEAL

Angela T Franks appeals the order of the Honorable Joseph M. Strickland dated May 15, 2024. Appellant received written notice of entry of this order on May 22, 2024.

June 14, 2024


Angela T Franks
Post Office Box 983
Columbia, SC 29202
803-466-3005

Other Counsel of Record:
McMichael, Taylor, Gray
J. Pamela Price
January Taylor
Brian Lawrence Campbell
John P Fetner

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Master In Equity

RECEIVED

Joseph M. Strickland, Master in Equity

JUN 17 2024

SC Court of Appeals

Case No. 2024 – 000917

US BANK TRUST
NATIONAL ASSOCIATION,

Respondent,

v.

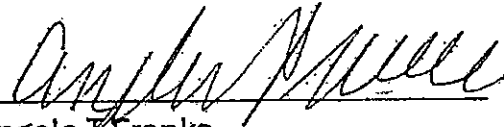
Angela T Franks,

Appellant,

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on All parties by depositing a copy of it in the United States Mail, postage prepaid, on June 17, 2024, address to his attorney(s) of record J Pamela Price 3550 Engineering Drive, Suite 260 Peachtree Corners, GA 30092.

June 17, 2024


Angela T Franks
Post Office Box 983
Columbia, SC 29202
803-466-3005

2022 CP 400 2905

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED

JUN 17 2024

SC Court of Appeals

APPEAL FROM RICHLAND COUNTY
Master In Equity

Joseph M. Strickland, Master in Equity

Case No. 2024 - 000917

US BANK TRUST
NATIONAL ASSOCIATION,

Respondent,

v.

Angela T Franks,

Appellant,

RICHLAND COUNTY
FILED
2024 JUN 19 PM 3:36
JEANETTE W. MCBRIDE
CLERK, S.C. JUD. S. & F. C.

NOTICE OF APPEAL

Angela T Franks appeals the order of the Honorable Joseph M. Strickland dated May 15, 2024. Appellant received written notice of entry of this order on May 22, 2024.

June 14, 2024


Angela T Franks
Post Office Box 983
Columbia, SC 29202
803-466-3005

Other Counsel of Record:
McMichael, Taylor, Gray
J. Pamela Price
January Taylor
Brian Lawrence Campbell
John P Fetner

2022 CP400 2905

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Master In Equity

RECEIVED

JUN 17 2024

Joseph M. Strickland, Master in Equity
SC Court of Appeals

Case No. 2024 - 000917

US BANK TRUST
NATIONAL ASSOCIATION,

Respondent,

v.

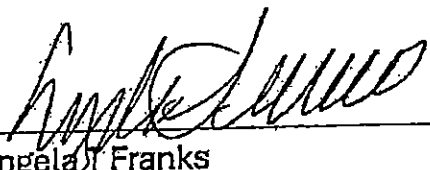
Angela T Franks,

Appellant,

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on All parties by depositing a copy of it in the United States Mail, postage prepaid, on June 17, 2024, address to his attorney(s) of record J Pamela Price 3550 Engineering Drive, Suite 260 Peachtree Corners, GA 30092.

June 17, 2024


Angela T Franks
Post Office Box 983
Columbia, SC 29202
803-466-3005

RICHLAND COUNTY
FILED
2024 JUN 18 PM 3:36
JANETTE W. McBRIDE
Clerk, S.C. Appellate
Court

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
CASE NO.: 2022-CP-40-02905.

U.S. Bank Trust National Association, as
Trustee of the Tiki Series IV Trust,
Plaintiff,

MOTION FOR ORDER OF STAY

v.

Angela T. Franks aka Angela Thomasina
Franks; CMS Roofing, LLC,
Defendant(s).

Attorneys for the Plaintiff move the Court for an Order of Stay due to the Defendant Angela T. Franks aka Angela Thomasina Franks filing Chapter 13 Bankruptcy on July 3, 2023, case number 23-01956-eg. A copy of the notice is incorporated herein and attached hereto as Exhibit "A."

I SO MOVE.

July 12, 2023

By: s/ Taylor N. Way
McMichael Taylor Gray, LLC
J. Pamela Price (SC Bar #14336), pprice@mtglaw.com
Brian L. Campbell (SC Bar #74521), bcampbell@mtglaw.com
January N. Taylor (SC Bar #80069), jtaylor@mtglaw.com
Steven Hippolyte (SC Bar #105093), shippolyte@mtglaw.com
Taylor N. Way (SC Bar #105923), tway@mtglaw.com
3550 Engineering Drive, Suite 260
Peachtree Corners, GA 30092
Telephone: (404) 474-7149
Facsimile: (404) 745-8121
Attorneys for Plaintiff

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
CASE NO.: 2022-CP-40-02905

U.S. Bank Trust National Association, as
Trustee of the Tiki Series IV Trust,
Plaintiff,

ORDER OF STAY

v.

Angela T. Franks aka Angela Thomasina
Franks; CMS Roofing, LLC,
Defendant(s).

Plaintiff has moved this Court for an Order of Stay due to Defendant Angela T. Franks aka Angela Thomasina Franks filing Chapter 13 Bankruptcy on July 3, 2023, case number 23-01956-eg.

THEREFORE, IT IS ORDERED that the above case be struck from the active roster of pending cases with leave to restore the action with the same civil action number, original filing date, and no further filing fee after the bankruptcy case has been dismissed or the Plaintiff has been granted a relief from the automatic stay by the Bankruptcy Court.

AND IT IS SO ORDERED.

SIGNATURE PAGE TO FOLLOW.



Richland Common Pleas

Case Caption: U S Bank Trust National Association vs Angela T Franks , defendant,
et al
Case Number: 2022CP4002905
Type: Order/Stay

It is so Ordered

s/Joseph M. Strickland, 3055

Electronically signed on 2023-07-13 10:21:52 page 2 of 2

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
CASE NO.: 2022-CP-40-02905

U.S. Bank Trust National Association, as
Trustee of the Tiki Series IV Trust,
Plaintiff,

MOTION FOR ORDER TO RESTORE

v.

(Non-Jury Foreclosure)

Angela T. Franks aka Angela Thomasina
Franks; CMS Roofing, LLC,
Defendant(s).

The Plaintiff motions the Court to request that the above-captioned foreclosure action be restored to the active docket of pending cases with the same civil action number, original filing date, and no further filing fee.

This case was stricken from the active roster by an Order of Stay filed on July 13, 2023, due to the Defendant Angela T. Franks aka Angela Thomasina filing Chapter 13 Bankruptcy on July 3, 2023, case number 23-01956-eg. The bankruptcy case was dismissed on September 25, 2023. A copy of the Order Denying Motion to Extend Automatic Stay and Dismissing Case with Prejudice for One (1) year is incorporated herein and attached hereto as Exhibit "A."

ISO MOVE:

February 9, 2024

By: s/ J. Pamela Price

McMichael Taylor Gray, LLC
J. Pamela Price (SC Bar #14336), pprice@mtglaw.com
Brian L. Campbell (SC Bar #74521), bcampbell@mtglaw.com
January N. Taylor (SC Bar #80069), jtaylor@mtglaw.com
Steven Hippolyte (SC Bar #105093), shippolyte@mtglaw.com
Taylor N. Way (SC Bar #105923), tway@mtglaw.com
3550 Engineering Drive, Suite 260
Peachtree Corners, GA 30092
Telephone: (404) 474-7149
Facsimile: (404) 745-8121
Attorneys for Plaintiff

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
CASE NO.: 2022-CP-40-02905

U.S. Bank Trust National Association, as
Trustee of the Tiki Series IV Trust,
Plaintiff,

ORDER TO RESTORE

(Non-Jury Foreclosure)

v.

Angela T. Franks aka Angela Thomasina
Franks; CMS Roofing, LLC,
Defendant(s).

Attorneys for the Plaintiff have moved before this Court to restore the above-captioned case. Based upon the record in this case, I make the following findings of fact and conclusions of law;

This case was stricken from the active roster by an Order of Stay filed on July 13, 2023, due to the Defendant Angela T. Franks aka Angela Thomasina filing Chapter 13 Bankruptcy on July 3, 2023, case number 23-01956-eg. The bankruptcy case was dismissed on September 25, 2023.

THEREFORE, IT IS HEREBY ORDERED that the above-captioned action shall be restored to the active case roster with the same civil action number, original filing date, and no further filing fee.

AND IT SO ORDERED.

SIGNATURE PAGE TO FOLLOW.

Ms. Kimila Lynn Wooten, Esquire
325 W Mcbee Avenue
Suite 301
Greenville SC 29601

Re: U.S. Bank Trust National Association v. Angela Franks
Appellate Case No. 2024-000917

Dear Counsel and Ms. Franks:

This is to advise that the title in the above matter has been changed to read as follows:

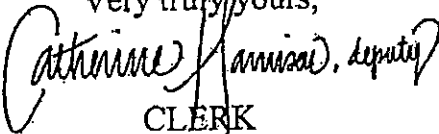
**U.S. Bank Trust National Association, as Trustee of Tiki Series IV Trust,
Respondent,**

v.

**Angela T. Franks aka Angela Thomansina Franks and CMS Roofing, LLC,
Defendants,**

Of which Angela T. Franks aka Angela Thomansina Franks is the Appellant.

All future records in this matter should be changed to reflect this title. If you have any questions, please do not hesitate to contact this office.

Very truly yours,

CLERK



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

CATHERINE S. HARRISON
CHIEF DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccouris.org

June 27, 2024

Angela Franks
P.O. Box 983
Columbia SC 29202

Mr. Brian Lawrence Campbell, Esquire
8109 Masonboro Sound
Wilmington NC 28409

Mr. John P. Fetner, Esquire
1201 Main Street
Suite 1430
Columbia SC 29201

Ms. J. Pamela Price, Esquire
3550 Engineering Drive
Suite 260
Peachtree Corners GA 30092

Ms. January N Taylor, Esquire
3550 Engineering Drive
Suite 260
Peachtree Corners GA 30092

Ms. Taylor Nicole Way, Esquire
3550 Engineering Drive Suite 260
Peachtree Corners GA 30092



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

CATHERINE S. HARRISON
CHIEF DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

June 06, 2024

Ms. Kimila Lynn Wooten, Esquire
325 W Mcbee Avenue
Suite 301
Greenville SC 29601

Re: U.S. Bank Trust National Association v. Angela Franks
Appellate Case No. 2024-000917

Dear Counsel:

We are in receipt of your email requesting to be removed as counsel for U.S. Bank Trust National Association filed on June 04, 2024. If you would like to be relieved you must serve and file a motion to be relieved as counsel. If you have already been relieved as counsel in the trial court, please provide a copy of that order.

Very truly yours,

Catherine S. Harrison, Deputy
CLERK

cc: Angela Franks
Brian Lawrence Campbell, Esquire
John P. Fetner, Esquire
J. Pamela Price, Esquire
January N Taylor, Esquire
Taylor Nicole Way, Esquire

Ms. Kimila Lynn Wooten, Esquire
325 W Mcbee Avenue
Suite 301
Greenville SC 29601

Ms. Meredith L. Coker, Esquire
PO Box 176
Charleston SC 29402

Mr. Dean Anthony Hayes, Esquire
4500 Fort Jackson Blvd.
Suite 335
Columbia SC 29209

Re: U.S. Bank Trust National Association v. Angela Franks
Appellate Case No. 2024-000917

Dear Ms. Franks and Counsel:

The Court has determined a need exists for one (1) bound copy of the record on appeal and all final briefs. The additional copies must comply with the binding and cover color requirements specified by Rule 267 of the South Carolina Appellate Court Rules (SCACR).

Accordingly, the appellant(s) must file an original record on appeal and final brief(s), in either electronic or unbound paper form, as well as one (1) bound paper copy of each. All other parties must file an original final brief and one (1) bound paper copy. **The bound copies are due to be served and filed at the same time as the original record on appeal and final briefs.**

The correct caption for this appeal should read as follows on the record on appeal and all final briefs:

U.S. Bank Trust National Association, as Trustee of Tiki Series IV Trust,
Respondent,

v.



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

CATHERINE S. HARRISON
CHIEF DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

February 5, 2026

Angela Franks
P.O. Box 983
Columbia SC 29202

Mr. Brian Lawrence Campbell, Esquire
2840 S. COLLEGE ROAD
Ste 451
WILMINGTON NC 28412

Mr. John P. Fetner, Esquire
2422 Devine Street
Suite A
Columbia SC 29205

Ms. J. Pamela Price, Esquire
3550 Engineering Drive
Suite 260
Peachtree Corners GA 30092

Ms. January N Taylor, Esquire
3550 Engineering Drive
Suite 260
Peachtree Corners GA 30092

Ms. Taylor Nicole Way, Esquire
13010 Morris Rd.
Suite 450
Alpharetta GA 30004

Angela T. Franks aka Angela Thomansina Franks and CMS Roofing, LLC,
Defendants,

Of which Angela T. Franks aka Angela Thomansina Franks is the Appellant.

We request large parcels such as bound paper copies of the record on appeal and
all final briefs be sent directly to the Court via the street address: 1220 Senate
Street, Columbia, SC 29201.

Very truly yours,


CLERK

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Master-In-Equity
Joseph M. Strickland, Master in Equity

Case No. 2024 – 000917

US BANK TRUST
NATIONAL ASSOCIATION,
Respondent,

v.

Angela T. Franks,
Appellant,

RECEIVED

FEB 25 2026

SC Court of Appeals

**APPELLANT'S MOTION FOR LEAVE TO SERVE AND FILE REPLY
BRIEF OUT OF TIME**

February 25, 2026

Angela T. Franks
Post Office Box 983
Columbia, SC 29202
803-466-3005

Other Counsel of Record:

McMicheal Taylor Gray
J. Pamela Price
January Taylor
Brian Lawrence Campbell
John P. Fetner

Appellant, **Angela T. Franks**, pro se, respectfully moves this Court for leave to serve and file her Reply Brief out of time, and in support thereof shows:

1. Respondent served its brief, and Appellant thereafter prepared a reply brief in response.
2. By letter dated **February 19, 2026**, the Clerk of the South Carolina Court of Appeals advised Appellant that the Court had received Appellant's reply brief on **February 13, 2026**, but that Appellant must file a motion requesting permission to serve and file the reply brief out of time, and that the Court would not consider the reply brief unless such motion was filed within ten (10) days of the Clerk's letter.
3. Appellant respectfully submits that good cause exists for the requested relief.
4. During the relevant time period, court operations and/or access were impacted by **inclement weather closures** (including one or more days of court closure or disruption), which affected Appellant's ability to timely coordinate filing and follow-up.
5. The relevant period also included the **Presidents Day holiday**, which further reduced available court/business days for communications and filing coordination.
6. In addition, Appellant became aware that the Court had been using an **incorrect email address** for communications to Appellant, which materially impaired Appellant's ability to receive timely notice and respond promptly.
7. Appellant has acted in good faith and with diligence upon learning of the issue and the Court's directive.
8. The delay was not willful, was not for purposes of delay, and Respondent will not be unfairly prejudiced by the Court's acceptance of the Reply Brief.
9. Appellant respectfully requests that the Court accept the Reply Brief for filing and consider it in this appeal.

WHEREFORE,

Appellant respectfully requests that this Court enter an Order:

1. Granting Appellant leave to serve and file the Reply Brief out of time;
2. Accepting Appellant's Reply Brief for filing; and
3. Granting such other and further relief as the Court deems just and proper.

Respectfully submitted,



Angela T. Franks, Appellant, pro se
P.O. Box 983
Columbia, SC 29202
(803) 466-3005
afell264@aol.com

Dated: February 25, 2026

CERTIFICATE OF SERVICE

I hereby certify that I served a true and correct copy of the foregoing Appellant's Motion for Leave to Serve and File Reply Brief Out of Time upon counsel of record by U.S. Mail and/or authorized electronic service on this 25th day of February, 2026.

Mr. Dean A. Hayes, Esquire
4500 Fort Jackson Blvd, Ste 335
Columbia, SC 29209

Ms. Meredith L. Coker, Esquire
POB 176
Charleston, SC 29402

Ms. Kimila Lynn Wooten, Esquire
325 W Mcbee Avenue, Ste 301
Greenville, SC 29601

Ms. Taylor N. Way, Esquire
13010 Morris Rd, Ste 450
Alpharetta, GA 30004

Ms. January N. Taylor, Esquire
3550 Engineering Drive, Ste 260
Peachtree Corners, GA 30092

Ms. J. Pamela Price, Esquire
3500 Engineering Drive, Ste 260
Peachtree Corners, GA 30092

Mr. John P. Fetner, Esquire
2422 Devine Street, Ste A
Columbia, SC 29205

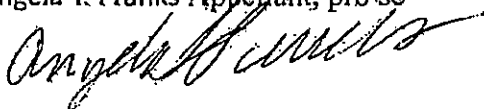
Mr. Brian L. Campbell, Esquire
2840 S. College Road, Ste 451
Wilmington, NC 28412

RECEIVED

FEB 25 2026

SC Court of Appeals

Angela T. Franks Appellant, pro se





The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

CATHERINE S. HARRISON
CHIEF DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

June 05, 2024

Angela Franks
P.O. Box 983
Columbia SC 29202

Re: U.S. Bank Trust National Association v. Angela Franks
Appellate Case No. 2024-000917

Dear Ms. Franks:

This Court has received your notice of appeal, and the case has been assigned the appellate case number that appears above. Please use this number on all future correspondence relating to this matter.

All parties to this matter are advised that all filings must comply with the requirements of Rule 267 of the South Carolina Appellate Court Rules (SCACR). The SCACR are available online at www.sccourts.org/courtreg. Additionally, any filings submitted by counsel admitted in South Carolina must include counsel's bar number.

The attention of the parties is directed to the order relating to the inclusion of personal data identifiers and other sensitive information in documents filed with the Supreme Court of South Carolina and the South Carolina Court of Appeals.

The order can be found at www.sccourts.org/courtOrders/displayOrder.cfm?orderNo=2014-04-15-02. Please note that the responsibility for insuring that information is redacted or sealed as required by this order rests with counsel and the parties. This office will *not* review filings for redaction or to determine if materials should be sealed.

The South Carolina Court of Appeals

U.S. Bank Trust National Association, as Trustee of Tiki
Series IV Trust, Respondent,

v.

Angela T. Franks aka Angela Thomansina Franks and
CMS Roofing, LLC, Defendants,

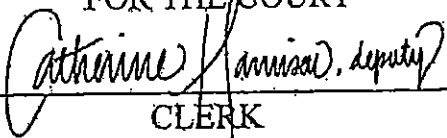
Of which Angela T. Franks aka Angela Thomansina
Franks is the Appellant.

Appellate Case No. 2024-000917

The Honorable Joseph M. Strickland
Richland County
Trial Court Case No. 2022CP4002905

ORDER

The time for serving and filing the appellant's initial brief and designation of matter
is hereby extended until October 18, 2024.

FOR THE COURT
BY  CLERK

Columbia, South Carolina

cc:

Angela Franks
Brian Lawrence Campbell, Esquire
John P. Fetner, Esquire
J. Pamela Price, Esquire
January N Taylor, Esquire
Taylor Nicole Way, Esquire

Kimila Lynn Wooten, Esquire
Meredith L. Coker, Esquire

FILED
Sep 18 2024

The South Carolina Court of Appeals

U.S. Bank Trust National Association, as Trustee of Tiki
Series IV Trust, Respondent,

v.

Angela T. Franks aka Angela Thomansina Franks and
CMS Roofing, LLC, Defendants,

Of which Angela T. Franks aka Angela Thomansina
Franks is the Appellant.

Appellate Case No. 2024-000917

The Honorable Joseph M. Strickland
Richland County
Trial Court Case No. 2022CP4002905

ORDER

The time for serving and filing the appellant's amended initial brief and designation of matter is hereby extended until May 28, 2025.

FOR THE COURT
BY Catherine Harniss, Deputy
CLERK

Columbia, South Carolina

cc:
Angela Franks
Brian Lawrence Campbell, Esquire
John P. Fetner, Esquire
J. Pamela Price, Esquire
January N Taylor, Esquire

Taylor Nicole Way, Esquire
Kimila Lynn Wooten, Esquire.
Meredith L. Coker, Esquire
Dean Anthony Hayes, Esquire

FILED
Apr 28 2025

The South Carolina Court of Appeals

U.S. Bank Trust National Association, as Trustee of Tiki
Series IV Trust, Respondent,

v.

Angela T. Franks aka Angela Thomansina Franks and
CMS Roofing, LLC, Defendants,

Of which Angela T. Franks aka Angela Thomansina
Franks is the Appellant.

Appellate Case No. 2024-000917

The Honorable Joseph M. Strickland
Richland County
Trial Court Case No. 2022CP4002905

ORDER

Appellant has filed a motion to amend the appellant's initial brief and designation of matter. No return was filed. This motion is Granted. The amended appellant's initial brief and designation of matter have been accepted as filed.

Accordingly, this Court declines to consider the respondent's motion for an extension to serve and file the respondent's initial brief and designation of matter. Within 30 days from the date of this letter, respondent must serve and file the respondent's initial brief and designation of matter.

FOR THE COURT

BY


CLERK

Columbia, South Carolina

FILED
Sep 02 2025

cc:

Angela Franks

Brian Lawrence Campbell, Esquire

John P. Fetner, Esquire

J. Pamela Price, Esquire

January N Taylor, Esquire

Taylor Nicole Way, Esquire

Kimila Lynn Wooten, Esquire

Meredith L. Coker, Esquire

Dean Anthony Hayes, Esquire

The South Carolina Court of Appeals

U.S. Bank Trust National Association, as Trustee of Tiki
Series IV Trust, Respondent,

v.

Angela T. Franks aka Angela Thomansina Franks and
CMS Roofing, LLC, Defendants,

Of which Angela T. Franks aka Angela Thomansina
Franks is the Appellant.

Appellate Case No. 2024-000917

The Honorable Joseph M. Strickland
Richland County
Trial Court Case No. 2022CP4002905

ORDER

Appellant has filed a motion to allow late filing of Appellant's initial reply brief. No return was received. This motion is Granted. Appellant's initial reply brief is accepted as served and filed.

FOR THE COURT
BY Jasmine D. Smith, Deputy
CLERK

Columbia, South Carolina

cc:
Angela Franks
Brian Lawrence Campbell, Esquire
John P. Fetner, Esquire
J. Pamela Price, Esquire

January N Taylor, Esquire
Taylor Nicole Way, Esquire
Kimila Lynn Wooten, Esquire
Meredith L. Coker, Esquire
Dean Anthony Hayes, Esquire

FILED
Mar 12 2026

The South Carolina Court of Appeals

U.S. Bank Trust National Association, as Trustee of Tiki
Series IV Trust, Respondent,

v.

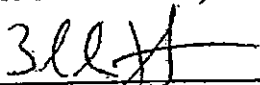
Angela T. Franks aka Angela Thomansina Franks and
CMS Roofing, LLC, Defendants,

Of which Angela T. Franks aka Angela Thomansina
Franks is the Appellant.

Appellate Case No. 2024-000917

ORDER

On September 29, 2025, Respondent filed a motion to dismiss arguing Appellant's initial brief and designation of matter did not comply with the South Carolina Appellate Court Rules. Appellant did not file a return. After careful consideration, we deny Respondent's motion to dismiss; however, we strike Appellant's designation of matter. Within ten days of the date of this order, Appellant shall serve and file an amended designation of matter that omits matters numbered 18-22. *See* Rule 210(c), SCACR ("The Record shall not, however, include matter which was not presented to the lower court or tribunal.").



FOR THE COURT

Columbia, South Carolina

cc:

Angela Franks

Brian Lawrence Campbell, Esquire.

John P. Fetner, Esquire

J. Pamela Price, Esquire
January N Taylor, Esquire
Taylor Nicole Way, Esquire
Kimila Lynn Wooten, Esquire
Meredith L. Coker, Esquire
Dean Anthony Hayes, Esquire

FILED
Nov 03 2025

The South Carolina Court of Appeals

U.S. Bank Trust National Association, as Trustee of Tiki
Series IV Trust, Respondent,

v.

Angela T. Franks aka Angela Thomansina Franks and
CMS Roofing, LLC, Defendants,

Of which Angela T. Franks aka Angela Thomansina
Franks is the Appellant.

Appellate Case No. 2024-000917

The Honorable Joseph M. Strickland
Richland County
Trial Court Case No. 2022CP4002905

ORDER

The time for serving the record on appeal is hereby extended until April 27, 2026. All final briefs must be served and filed, and the record on appeal must be filed, within twenty (20) days of the date of service of the record on appeal.

FOR THE COURT

BY


CLERK

Columbia, South Carolina

cc:

Angela Franks

Brian Lawrence Campbell, Esquire

John P. Fetner, Esquire

J. Pamela Price, Esquire
January N Taylor, Esquire
Taylor Nicole Way, Esquire
Kimila Lynn Wooten, Esquire
Meredith L. Coker, Esquire
Dean Anthony Hayes, Esquire

FILED
Mar 27 2026

Ms. Kimila Lynn Wooten, Esquire
325 W Mcbee Avenue
Suite 301
Greenville SC 29601

Ms, Meredith L. Coker, Esquire
PO Box 176
Charleston SC 29402

Mr. Dean Anthony Hayes, Esquire
4500 Fort Jackson Blvd.
Suite 335
Columbia SC 29209

Re: U.S. Bank Trust National Association v. Angela Franks
Appellate Case No. 2024-000917

Dear Ms. Franks and Counsel:

The Court has determined a need exists for one (1) bound copy of the record on appeal and all final briefs. The additional copies must comply with the binding and cover color requirements specified by Rule 267 of the South Carolina Appellate Court Rules (SCACR).

Accordingly, the appellant(s) must file an original record on appeal and final brief(s), in either electronic or unbound paper form, as well as one (1) bound paper copy of each. All other parties must file an original final brief and one (1) bound paper copy. **The bound copies are due to be served and filed at the same time as the original record on appeal and final briefs.**

The correct caption for this appeal should read as follows on the record on appeal and all final briefs:

**U.S. Bank Trust National Association, as Trustee of Tiki Series IV Trust,
Respondent,**

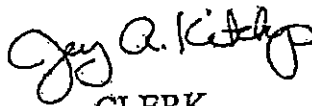
v.

Angela T. Franks aka Angela Thomansina Franks and CMS Roofing, LLC,
Defendants,

Of which Angela T. Franks aka Angela Thomansina Franks is the Appellant.

We request large parcels such as bound paper copies of the record on appeal and
all final briefs be sent directly to the Court via the street address: 1220 Senate
Street, Columbia, SC 29201.

Very truly yours,


CLERK



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

CATHERINE S. HARRISON
CHIEF DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

February 19, 2026

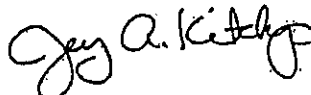
Angela Franks
P.O. Box 983
Columbia SC 29202

Re: U.S. Bank Trust National Association v. Angela Franks
Appellate Case No. 2024-000917

Dear Mrs. Franks:

We are in receipt of your appellant's initial reply brief filed on February 13, 2026. You must file a motion requesting permission to serve and file your appellant's initial reply brief out of time. The Court will not consider your brief if a motion isn't filed within 10 days of the date of this letter.

Very truly yours,


CLERK

cc: Brian Lawrence Campbell, Esquire
John P. Fetner, Esquire
J. Pamela Price, Esquire
January N Taylor, Esquire
Taylor Nicole Way, Esquire
Kimila Lynn Wooten, Esquire



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

CATHERINE S. HARRISON
CHIEF DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

February 5, 2026

Angela Franks
P.O. Box 983
Columbia SC 29202

Mr. Brian Lawrence Campbell, Esquire
2840 S. COLLEGE ROAD
Ste 451
WILMINGTON NC 28412

Mr. John P. Fetner, Esquire
2422 Devine Street
Suite A
Columbia SC 29205

Ms. J. Pamela Price, Esquire
3550 Engineering Drive
Suite 260
Peachtree Corners GA 30092

Ms. January N Taylor, Esquire
3550 Engineering Drive
Suite 260
Peachtree Corners GA 30092

Ms. Taylor Nicole Way, Esquire
13010 Morris Rd.
Suite 450
Alpharetta GA 30004



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

CATHERINE S. HARRISON
CHIEF DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

June 18, 2024

Angela Franks
P.O. Box 983
Columbia SC 29202

Re: U.S. Bank Trust National Association v. Angela Franks
Appellate Case No. 2024-000917

Dear Ms. Franks:

Upon reviewing your notice of appeal, the following deficiencies have been noted under the South Carolina Appellate Court Rules (SCACR), and any deficiency must be corrected within ten (10) days of the date of this letter or this matter will be dismissed. This is the Court's second request for this correction:

- A proof of service has not been provided. You must serve and file a proof of service substantially in the format shown by Form 7 in Appendix C to part II of the SCACR.
- The notice of appeal is not in the proper format. You must serve and file an amended notice of appeal substantially in the format shown by Form 1 in Appendix C to Part II of the SCACR.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Jenny A. Kitchings".
CLERK

cc: Brian Lawrence Campbell, Esquire
John P. Fetner, Esquire



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

CATHERINE S. HARRISON
CHIEF DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

December 12, 2025

Angela Franks
P.O. Box 983
Columbia SC 29202

Re: U.S. Bank Trust National Association v. Angela Franks
Appellate Case No. 2024-000917

Dear Ms. Franks:

We are in receipt of your motion to reconsider this Court's order dated November 03, 2025. We are returning your motion without action pursuant to Rule 221(c), SCACR.

Within ten days from the date of this letter, you must serve and file an amended designation of matter as required by this Court's order dated November 03, 2025. Failure to comply with the Court's request will result in the dismissal of this appeal.

Very truly yours,

Jasmine D. Smith, Deputy

CLERK

cc: Brian Lawrence Campbell, Esquire
John P. Fetner, Esquire
J. Pamela Price, Esquire
January N Taylor, Esquire
Taylor Nicole Way, Esquire
Kimila Lynn Wooten, Esquire

Designation of Matters to be Included in the Record on Appeal

In accordance with Rule 209(b) SCACR, Appellant Angela T. Franks designates the following documents for inclusion in the record on appeal:

1. **Order of Foreclosure** - 2022 Order for Foreclosure.
2. **Order Dismissing Case Without Prejudice (2017)** - This order dismisses the case without prejudice, cited by Appellant in her motion to dismiss based on res judicata.
3. **Notice of Intent to Appeal** - Filed after the 2022 foreclosure order.
4. **Affidavit of Lost Note** - Submitted by SC Community Bank, which was never authenticated.
5. **Deed of Distribution** - Case No.: 2008-ES-32-01297.
6. **Copy of Commercial Promissory Note (10/17/2014)** - Relevant to debt validation and the dispute over the original note.
7. **Business Loan Agreement (10/17/2014)** - Relevant to the refinancing and loan terms.
8. **Copy of Qualified Written Request to SC Community Bank** - Requesting validation of the debt, which was refused.
9. **Emails with Kondaur Capital** - Correspondence regarding loan modification and failure to provide requested modifications.
10. **Copies of Cancelled Checks** - Demonstrating completed payments under the forbearance agreement.
11. **Foreclosure Documents from First Alliance (2022)** - Documents related to notices attached to the property in dispute.
12. **Letter to Judge Joseph Strickland objecting to transcript.**

Table of Contents

• Table of Authorities	ii
• Statement of Issues on Appeal	1
• Statement of the Case	1
• Standard of Review	1
• Facts	2
• Arguments	3
• Conclusion	

Statement of Issues on Appeal

Designation of Matters to be Included in the Record on Appeal

In accordance with Rule 209(b) SCACR, Appellant Angela T. Franks designates the following documents for inclusion in the record on appeal:

12. **Order of Foreclosure** - 2022 Order for Foreclosure.
 13. **Order Dismissing Case Without Prejudice (2017)** - This order dismisses the case without prejudice, cited by Appellant in her motion to dismiss based on res judicata.
 14. **Notice of Intent to Appeal** - Filed after the 2022 foreclosure order.
 15. **Affidavit of Lost Note** - Submitted by SC Community Bank, which was never authenticated.
 16. **Deed of Distribution** - Case No.: 2008-ES-32-01297.
 17. **Copy of Commercial Promissory Note (10/17/2014)** - Relevant to debt validation and the dispute over the original note.
 18. **Business Loan Agreement (10/17/2014)** - Relevant to the refinancing and loan terms.
 19. **Copy of Qualified Written Request to SC Community Bank** - Requesting validation of the debt, which was refused.
 20. **Emails with Kondaur Capital** - Correspondence regarding loan modification and failure to provide requested modifications.
 21. **Copies of Cancelled Checks** - Demonstrating completed payments under the forbearance agreement.
 22. **Copy of flyer First Allegiance (2022)** - Documents related to notices attached to the property in dispute.
-

Designation of Matters to be Included in the Record on Appeal

In accordance with Rule 209(b) SCACR, Appellant Angela T. Franks designates the following documents for inclusion in the record on appeal:

12. **Order of Foreclosure** - 2022 Order for Foreclosure.
 13. **Order Dismissing Case Without Prejudice (2017)** - This order dismisses the case without prejudice, cited by Appellant in her motion to dismiss based on res judicata.
 14. **Notice of Intent to Appeal** - Filed after the 2022 foreclosure order.
 15. **Affidavit of Lost Note** - Submitted by SC Community Bank, which was never authenticated.
 16. **Deed of Distribution** - Case No.: 2008-ES-32-01297.
 17. **Copy of Commercial Promissory Note (10/17/2014)** - Relevant to debt validation and the dispute over the original note.
 18. **Business Loan Agreement (10/17/2014)** - Relevant to the refinancing and loan terms.
 19. **Copy of Qualified Written Request to SC Community Bank** - Requesting validation of the debt, which was refused.
 20. **Emails with Kondaur Capital** - Correspondence regarding loan modification and failure to provide requested modifications.
 21. **Copies of Cancelled Checks** - Demonstrating completed payments under the forbearance agreement.
 22. **Copy of flyer First Allegiance (2022)** - Documents related to notices attached to the property in dispute.
-

RECEIVED

JUL 01 2025

SC Court of Appeals

RECEIVED

DEC 09 2024

SC Court of Appeals

DESIGNATION OF MATTERS TO BE INCLUDED IN THE RECORD OF APPEAL

I, Appellant Angela T. Franks propose that the following documents be included in the record of Appeal:

1. Order – copy of 2017 (2017-CP-40-03489) order dismissing case without prejudice
2. Order – copy of 2022 (2022-CP-4002905) order for foreclosure
3. Letter to the Honorable Joseph M Strickland
Richland County Master-In-Equity.
4. Notice of Intent to Appeal.
5. Affidavit of Lost Note executed by SC Community Bank
6. Deed of Distribution – Case #: 2008-ES-32-01297
7. Copy of Commercial Promissory Note dated 10/17/2014. (No attorney present at closing)
8. Copy of Business Loan Agreement 10/17/2014
9. Copy of Qualified Written Request letter to S.C community Bank
Copy of Appraisal for Refinancing submitted by The Appraisal Group of South Carolina 09/29/2014.
- 10 Copy of Loan Modification – Kondaur Capital no signature of lender.
- 11 Copies of e-mails from Kondaur Capital
12. Copies of cancelled checks to demonstrate successful completion.
13. Copy of Qualified Written Request to S.C Community Bank, indicating Bank's refusal to respond to the third Qualified Written Request.
14. Copy of Telephone log to SN Servicer – Skylar Robinson
15. Copy of emails to US Bank for a request for assistance during COVID
16. Copy of Loan Modification Application and denial to SN SERVICING.
17. Copy of Notice Tapped to door of above referenced property by First Alliance. Third Party REO-SN on May 24, 2022

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Joseph M. Strickland, Master-in-Equity

Appellate Case No. 2024-000917

U.S. Bank Trust National Association, as Trustee of the Tiki Series IV Trust, ...
.....Respondent,

v.

Angela T. Franks, ...
.....Appellant.

**RESPONDENT'S DESIGNATION OF MATTER
TO BE INCLUDED IN THE RECORD ON APPEAL**

Respondent proposes the following (including each designated item's exhibits) to be included in the record on appeal:

1. 2017 Consent Stipulation of Dismissal of Complaint and Counterclaims and Cancellation of Lis Pendens;
2. Certification of Compliance with the Coronavirus Aid, Relief, and Economic Security (Cares) Act;
3. Summons and Complaint; ✓
4. Lis Pendens;
5. Certificate of Non-Owner Occupancy;
6. Affidavit of Service on Angela T. Franks;
7. Affidavit of Non-Military Service as to Defendant Angela T. Franks a/k/a Angela Thomasina Franks;
8. Affidavit of Default;
9. Order of Reference;
10. Motion for Order of Stay;

11. Order of Stay;
12. Motion for Order to Restore;
13. Order to Restore;
14. Motion for Order of Stay;
15. Order of Stay;
16. Motion for Order to Restore;
17. Order to Restore;
18. Certificate of Service;
19. Notice of Hearing;
20. Affidavit of Attorney's Fees and Costs;
21. Exhibit – Assignment of Leases and Rents;
22. Exhibit – Loan Modification Agreement;
23. Exhibit – Assignment of Commercial Real Estate Mortgage;
24. Exhibit – Commercial Real Estate Mortgage;
25. Exhibit – Commercial Promissory Note;
26. Notice of Hearing;
27. Affidavit of Attorney's Fees and Costs;
28. Request for Certified Payoff;
29. Answer to Summons and Complaint;
30. Motion to Dismiss;
31. Record of Hearing;
32. Master's Order and Judgment of Foreclosure and Sale;
33. Notice of Intent to Appeal.

I certify that this designation contains no matter which is irrelevant to this appeal.

Respectfully submitted,

s/ Dean A. Hayes
Dean A. Hayes (S.C. Bar # 66066)
McCabe, Trotter & Beverly, P.C.
4500 Fort Jackson Blvd., Suite 335
Columbia, SC 29209
(803) 724-5000
Dean.hayes@mccabetrotter.com
Attorney for Respondent

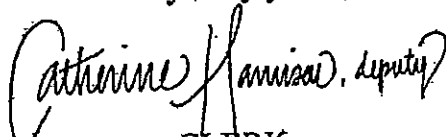
January 21, 2026

Re: U.S. Bank Trust National Association v. Angela Franks
Appellate Case No. 2024-000917

Dear Counsel:

Our records reflect that the time for serving and filing the respondent's initial brief and designation of matter has expired. Within ten days of the date of this letter, you may serve and file the respondent's initial brief and designation of matter, along with a motion requesting permission to serve and file the brief and designation outside of the filing deadlines set by Rules 208 and 209 of the SCACR. Your respondent's initial brief will not be considered if no motion is made within ten days of the date of this letter.

Very truly yours,


CLERK

cc: Angela Franks

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA

Angela T. Thomasina Franks,

Appellant,

vs.

Pamela Simmons-Beasley, Chapter
13 Trustee

Appellee.

C/A No.: 3:23-5659-MGL-SVH

ORDER

The above-captioned case is a pro se appeal from the United States Bankruptcy Court for the District of South Carolina. This court has appellate jurisdiction pursuant to 28 U.S.C. § 158(a). The docket number for the bankruptcy court action was Bankruptcy Petition No.: 23-01956-EG. The parties must use the civil action number listed above (C/A No.: 3:23-5659-MGL-SVH) when they file subsequent briefs, motions or other documents in this case.

Further, the notice of appeal does not comply with Fed. R. Bankr. P. 8003 in that it does not appear timely and does not substantially conform with the appropriate Official Form, such as identifying the parties to the appeal and provide contact information for the same.

It is well established that "[i]f an appellant violates one of the rules of bankruptcy procedure, the district court may dismiss the appeal." *In re Weiss*, 111 F.3d 1159, 1173 (4th Cir. 1997). However, before a court may dismiss an appeal for violation of a procedural rule, it must take at least one of the following steps: "(1) make a finding of bad faith or negligence; (2) give the appellant notice or an opportunity to explain the delay; (3) consider whether the delay had any possible prejudicial effect on the other parties; or (4) indicate that it considered the impact of the sanction and available alternatives." *In re Serra Builders, Inc.*, 970 F.2d 1309, 1311 (4th Cir. 1992) (citation omitted). Because dismissal is a "harsh sanction which a district court must not impose lightly," *id.*, Appellant is hereby given notice of the violations of Rules 8003 of the Federal Rules of Bankruptcy Procedure, and an opportunity to cure or provide argument regarding such violations prior to dismissal of this appeal.

TO APPELLANT:

Appellant is hereby given until December 19, 2023, to:

- (1) Submit an amended notice of appeal that complies with Fed. R. Bankr. P. 8003(a)(3)(A), which required the notice of appeal to substantially conform to the appropriate Official Form.
- (2) Provide any argument regarding the timeliness of Appellant's Notice of Appeal

Appellant is a pro se litigant in this case. Therefore, her attention is directed to the following important notice and information:

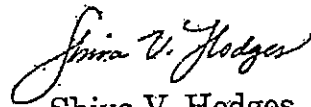
You are ordered to always keep the Clerk of Court advised in writing (United States District Court, 901 Richland Street, Columbia, South Carolina 29201) if your address changes for any reason, so as to assure that orders or other matters that specify deadlines for you to meet will be received by you. If as a result of your failure to comply with this order, you fail to meet a deadline set by this court, your case may be dismissed for violating this order. Therefore, if you have a change of address before this case is ended, you must comply with this order by immediately advising the Clerk of Court in writing of such change of address and providing the court with the docket number of all pending cases you have filed with this court. Your failure to do so will not be excused by the court.

All documents requiring Appellant's signature shall be signed with Appellant's full legal name written in Appellant's own handwriting. Pro se litigants shall not use the "s/typed name" format used in the Electronic Case Filing System. In all future filings with this court, Appellant is directed to use letter-sized (eight and one-half inches by eleven inches) paper only, to write or type text on one side of a sheet of paper only, and not to write or type on both sides of any sheet of paper. Appellant is further instructed not to write to the edge of the paper, but to maintain one-inch margins on the top, bottom, and sides of each paper submitted.

. If appellant fails to comply with this order by December 19, 2023 this appeal may be dismissed with prejudice.

IT IS SO ORDERED.

November 28, 2023
Columbia, South Carolina



Shiva V. Hodges
United States Magistrate Judge

IMPORTANT INFORMATION: PLEASE READ CAREFULLY

WARNING TO *PRO SE* PARTY OR NONPARTY FILERS

ALL DOCUMENTS THAT YOU FILE WITH THE COURT WILL BE AVAILABLE TO THE PUBLIC ON THE INTERNET THROUGH PACER (PUBLIC ACCESS TO COURT ELECTRONIC RECORDS) AND THE COURT'S ELECTRONIC CASE FILING SYSTEM. CERTAIN **PERSONAL IDENTIFYING INFORMATION** SHOULD NOT BE INCLUDED IN, OR SHOULD BE REMOVED FROM, ALL DOCUMENTS **BEFORE** YOU SUBMIT THE DOCUMENTS TO THE COURT FOR FILING.

Rule 5.2 of the Federal Rules of Civil Procedure provides for privacy protection of electronic or paper filings made with the court. Rule 5.2 applies to **ALL** documents submitted for filing, including pleadings, exhibits to pleadings, discovery responses, and any other document submitted by any party or nonparty for filing. Unless otherwise ordered by the court, a party or nonparty filer should not put certain types of an individual's personal identifying information in documents submitted for filing to any United States District Court. If it is necessary to file a document that already contains personal identifying information, the personal identifying information should be "blacked out" or redacted prior to submitting the document to the Clerk of Court for filing. A person filing any document containing their own personal identifying information waives the protection of Rule 5.2(a) by filing the information without redaction and not under seal.

1. Personal information protected by Rule 5.2(a):

(a) Social Security and Taxpayer identification numbers. If an individual's social security number or a taxpayer identification number must be included in a document, the filer may include only the last four digits of that number.

(b) Names of Minor Children. If the involvement of a minor child must be mentioned, the filer may include only the initials of that child.

(c) Dates of Birth. If an individual's date of birth must be included in a document, the filer may include only the year of birth.

(d) Financial Account Numbers. If financial account numbers are relevant, the filer may include only the last four digits of these numbers.

2. Protection of other sensitive personal information – such as driver's license numbers and alien registration numbers – may be sought under Rule 5.2(d) (filings made under seal) and (e) (protective orders).

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

B
IN THE COURT OF COMMON PLEAS
CASE NO.: 2022-CP-40-_____

U.S. Bank Trust National Association, as
Trustee of the Tiki Series IV Trust,
Plaintiff,

LIS PENDENS

v.

Angela T. Franks aka Angela Thomasina
Franks; CMS Roofing, LLC
Defendant(s).

sc2022-00216

NOTICE IS HEREBY GIVEN THAT an action has been or will be commenced in this Court upon complaint of the above-named Plaintiff against the above-named Defendants for the foreclosure of that certain Mortgage (the "Mortgage") of real estate given by Angela T Franks, ("Mortgagor(s)") to S C Community Bank, ("Mortgagee"), dated August 16, 2010 and recorded in the land records for Richland County on August 18, 2010 in Book 1625, Page 3444.

By an Assignment of Mortgage, S C Community Bank, Assignor, assigned the Mortgage to Wilmington Savings Fund Society, FSB, dba Christiana Trust, not in its individual capacity but solely as Owner Trustee of Matawin Ventures Trust Series 2017-2, Assignee. Said assignment was recorded in the land records for Richland County in Book 2239, Page 1872.

By an Assignment of Mortgage, Wilmington Savings Fund Society, FSB, dba Christiana Trust, not in its individual capacity but solely as Owner Trustee of Matawin Ventures Trust Series 2017-2, Assignor, assigned the Mortgage to MTGLQ Investors L.P., Assignee. Said assignment was recorded in the land records for Richland County in Book 2500, Page 3222.

By an Assignment of Mortgage, MTGLQ Investors L.P., Assignor, assigned the Mortgage to U.S. Bank Trust National Association, as Trustee of the Tiki Series IV Trust, Assignee. Said assignment was recorded in the land records for Richland County in Book 2633, Page 2013.

The premises covered and affected by the said mortgage and by the foreclosure thereof were, at the time of the making thereof and at the time of the filing of this notice, described as follows:

All that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as Lots 1, 2, 3 and the southeastern portion of Lot 4, Block 1 on

a Map of College View prepared by A.I. Schisler dated August and September, 1927, and recorded in the Office of the ROD for Richland County in Plat Book "F" at Page 24; said lot being further shown and delineated on a plat prepared for Forrest Tanner by Isaac B. Cox & Son, Inc., RLS and Engineers dated May 10, 1979, and recorded in the aforementioned ROD Office in Plat Book "Y" at Page 4498; said lot having such metes and bounds as shown on said latter plat, which is being incorporated herein by reference as a part of this description.

This being the identical property conveyed to Elliot E. Franks, III and Angela T. Franks by Deed of G & R Properties dated December 30, 2004, and recorded January 11, 2005, in Book 1014, Page 1128; thence to Angela T. Franks by deed of Distribution of the Estate of Elliott E. Franks, III (Lexington County Probate Case No. 2008-ES-32-01297) recorded July 27, 2010, in Book 1621, Page 1299, Richland County Records.

Property Address: 1205 Columbia College Drive, Columbia, SC 29203
TMS: 09216-07-13

Dated: 6.2.2022

By: s/ January N. Taylor

McMichael Taylor Gray, LLC
J. Pamela Price (SC Bar #14336) PPrice@mtglaw.com
John P. Fetner (SC Bar #77460) JFetner@mtglaw.com
Brian L. Campbell (SC Bar #74521) BCampbell@mtglaw.com
January Taylor (SC Bar #80069) JTaylor@mtglaw.com
Kimila L. Wooten (SC Bar No. 64516), kwooten@mtglaw.com
3550 Engineering Drive, Suite 260
Peachtree Corners, GA 30092
Telephone: (404) 474-7149
Facsimile: (404) 745-8121
Attorneys for Plaintiff

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
CASE NO.: 2022-CP-40-_____

U.S. Bank Trust National Association, as
Trustee of the Tiki Series IV Trust;
Plaintiff,

SUMMONS

v.

Angela T. Franks aka Angela Thomasina
Franks; CMS Roofing, LLC,

**Foreclosure
Deficiency Judgment
DEMANDED
(Non-Jury)**

Defendant(s).

TO THE DEFENDANTS NAMED ABOVE:

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

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

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

YOU WILL ALSO TAKE NOTICE that, under the provisions of Section 29-3-100 of the South Carolina Code of Laws, effective June 16, 1993, any collateral assignments of rents contained in the Mortgage are perfected and the Plaintiff hereby gives notice that all rents shall

SC2022-00216

be payable directly to it by delivery to its undersigned attorneys from the date of default. In the alternative, McMichael Taylor Gray, LLC, will move before a judge of this Circuit on the 10th day of service hereof, or as soon thereafter as counsel may be heard, for an Order enforcing the assignment of rents, if any, and compelling payment of all rents covered by such assignment directly to the Plaintiff, which motion is to be based upon the original Note and Mortgage, and the Complaint attached hereto.

Dated: 6.2.2022

By: s/ January N. Taylor

McMichael Taylor Gray, LLC
J. Pamela Price (SC Bar #14336) PPrice@mtglaw.com
John R. Fetner (SC Bar #77460) JFetner@mtglaw.com
Brian L. Campbell (SC Bar #74521) BCampbell@mtglaw.com
January Taylor (SC Bar#80069) JTaylor@mtglaw.com
Kimila L. Wooten (SC Bar No. 64516), kwooten@mtglaw.com
3550 Engineering Drive, Suite 260
Peachtree Corners, GA 30092
Telephone: (404) 474-7149
Facsimile: (404) 745-8121
Attorneys for Plaintiff

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

U.S. Bank Trust National Association, as
Trustee of the Tiki Series IV Trust,
Plaintiff,

v.

Angela T. Franks aka Angela Thomasina
Franks; CMS Roofing, LLC,
Defendant(s).

IN THE COURT OF COMMON PLEAS
CASE NO.: 2022-CP-40-_____

COMPLAINT
(NON-JURY)
FORECLOSURE OF REAL ESTATE
MORTGAGE

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

GENERAL ALLEGATIONS

1. This is an action for the foreclosure of a mortgage upon certain real estate in Richland County, South Carolina.
2. Pursuant to S.C. Code Section 33-15-101(b)(8), Plaintiff is a corporation or other legal entity collecting debts and/or enforcing mortgages, security interests or other rights in property securing debts.
3. Upon information and belief, the Defendant Angela T. Franks; is a resident and citizen of the County of Richland, State of South Carolina; the Defendants CMS Roofing, LLC is a business entity and is duly authorized to conduct business in the State of South Carolina.
4. The Home Affordable Modification Program does not apply as it expired on December 31, 2016, prior to the referral of the loan for foreclosure.
5. Any Defendant(s) herein described as judgment creditors, by filing of said judgments, have designated their attorney entering the judgment as their agent for service of process under the provisions of §15-35-840 of the South Carolina Code of Laws (1976 as amended).
6. The real property (the "Property") that is the subject of this action and is hereinafter described is situated and located in the County of Richland, State of South Carolina.
7. This Court has jurisdiction over the subject matter and the parties of this action.
8. Heretofore, Angela T. Franks, "Notesigner(s)", for valuable consideration, made, executed,

SC2022-00216

and delivered, to S C Community Bank, "Mortgagee", a certain Promissory Note dated August 16, 2010 (hereinafter the "Note") in writing, wherein and whereby the Notesigner(s) promised to pay to S C Community Bank, the principal sum of \$56,600.00, together with interest at an variable rate per annum on the unpaid principal balance; said principal and interest being payable in monthly installments thereafter until the Note is paid in full. Said Note was amended on October 17, 2014. — (Referenced C

9. In order to better secure the payment of the Note, Angela T Franks, "Mortgagor(s)", for valuable consideration, did make, execute, and deliver to S C Community Bank, its successors and assigns, a certain real estate Mortgage dated August 16, 2010 (the "Mortgage"), covering the Property, which is located in the County and State aforesaid and is described as follows:

All that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as Lots 1, 2, 3 and the southeastern portion of Lot 4, Block 1 on a Map of College View prepared by A.L. Schisler dated August and September, 1927, and recorded in the Office of the ROD for Richland County in Plat Book "F" at Page 24; said lot being further shown and delineated on a plat prepared for Forrest Tanner by Isaac B. Cox & Son, Inc., RLS and Engineers dated May 10, 1979, and recorded in the aforementioned ROD Office in Plat Book "Y" at Page 4498; said lot having such metes and bounds as shown on said latter plat, which is being incorporated herein by reference as a part of this description.

This being the identical property conveyed to Elliot E. Franks, III and Angela T. Franks by Deed of G & R Properties dated December 30, 2004, and recorded January 11, 2005, in Book 1014, Page 1128; thence to Angela T. Franks by deed of Distribution of the Estate of Elliott E. Franks, III (Lexington County Probate Case No. 2008-ES-32-01297) recorded July 27, 2010, in Book 1621, Page 1299, Richland County Records.

Property Address: 1205 Columbia College Drive, Columbia, SC 29203
TMS#: 09216-07-13

10. The Mortgage was recorded on August 16, 2010 in the Office of the Register of Deeds for Richland County in Book 1625, Page 3444. —
11. By an Assignment of Mortgage, S C Community Bank, Assignor, assigned the Mortgage to Wilmington Savings Fund Society, FSB, dba Christiana Trust, not in its individual capacity but solely as Owner Trustee of Matawin Ventures Trust Series 2017-2, Assignee. Said

SC2022-00216

- assignment was recorded in the land records for Richland County in Book 2239, Page 1872.
12. By an Assignment of Mortgage, Wilmington Savings Fund Society, FSB, dba Christiana Trust, not in its individual capacity but solely as Owner Trustee of Matawin Ventures Trust Series 2017-2, Assignor, assigned the Mortgage to MTGLQ Investors L.P., Assignee. Said assignment was recorded in the land records for Richland County in Book 2500, Page 3222.
13. By an Assignment of Mortgage, MTGLQ Investors L.P., Assignor, assigned the Mortgage to U.S. Bank Trust National Association, as Trustee of the Tiki Series IV Trust, Assignee. Said assignment was recorded in the land records for Richland County in Book 2633, Page 2013.
14. Plaintiff is informed and believes that the Mortgage constitutes a valid first mortgage lien on the Property.

FIRST CAUSE OF ACTION
FORECLOSURE OF MORTGAGE

15. Plaintiff repeats and incorporates the foregoing allegations as if fully set forth herein verbatim.
16. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.
17. The Plaintiff is entitled to enforce the said Note and has the right to foreclose by virtue of the Plaintiff's status as holder of the instrument and Mortgage, or a person not in possession of the instrument who is entitled to enforce the instrument pursuant to S.C. Code Ann sec. 36-3-309.
18. According to the business records of Plaintiff, which have been made available to its Counsel and also upon information and belief, neither Plaintiff nor its counsel is aware of any party, who executed the Note and/or Mortgage, currently being on active duty (after mortgage was originated) or recently discharged from the active duty of the United States Military or a State Guard or Reserve Unit. In addition, Counsel for Plaintiff has caused and/or conducted a search of the DOD website for which Counsel, upon information and belief, reports that no party, who executed the Note and/or Mortgage, and, to the best of his/her knowledge, is entitled to SCRA protection. If any party has any information or record of a defendant currently being on active duty or recently discharged, it is requested that you contact counsel

for Plaintiff immediately as you may possibly be eligible for protection under the Servicemembers Civil Relief Act (SCRA).

19. According to the business records of Plaintiff, which have been made available to its Counsel and upon information and belief, neither Plaintiff nor its counsel is aware of any party to this action currently being in active bankruptcy and under the protection of the United States Bankruptcy Court ("USBK"). In addition, Counsel for Plaintiff has caused and/or has conducted a search of the PACER website for which Counsel, upon information and belief, reports no party, who executed the Note and/or Mortgage, and, to the best of his/her knowledge, is currently eligible for protection of the USBK. If any party has any information or record of a defendant currently being under the bankruptcy protections, it is requested that you notify counsel for Plaintiff immediately. Any demand for a deficiency is not applicable if a party has received a discharge in bankruptcy during the life of the mortgage, or is currently under the active protection of the bankruptcy courts. Moreover, any party to this action who is a discharged borrower to the debt of the Plaintiff shall not be subject to and is specifically excluded from both the calculation and collection of any amounts due and owing to the Plaintiff, as required by Rule 71(a) of the South Carolina Rules of Civil Procedure.
20. Upon information and belief, the Property's current status is non-owner occupied as defined by South Carolina Supreme Court Administrative Order 2011-05-02-01.
21. In and by the terms of the Note it is further provided that the maker thereof shall pay a reasonable attorney's fee if the Note be placed in the hands of an attorney for collection after default. Any notice or compliance required by the terms of the Mortgage or by state or federal statutes has been given or complied with prior to, or in the commencement of this action and the Defendants shall be forever barred from raising such notice or compliance.
22. In and by the terms of the Note and the Mortgage, it is provided, among other things, that on failure to pay any installment of either principal or interest, or any portion thereof when due, or if any of the conditions and requirements in the Mortgage securing the Note are not complied with, then the whole principal sum and accrued interest shall, at the option of the legal holder thereof, become at once due and payable and collectible by foreclosure.
23. In and by the terms of the Note, it is further provided that the maker thereof shall pay all collection costs including reasonable attorney's fees if the Note is placed in the hands of an

SC2022-00216

attorney for collection after default.

24. Plaintiff demands its right to a deficiency judgment as to any Defendant for amounts due on the Note and the Mortgage. Plaintiff demands a personal or deficiency judgment, and Plaintiff has the right to seek a deficiency judgment against the maker of the Note, the Defendant Angela T Franks. In the event that the net amount realized by Plaintiff upon the sale of the Property is insufficient to pay in full all amounts due the Plaintiff, including costs of collection, Plaintiff demands a personal judgment against the said Defendant(s) in the amount of such deficiency.
25. Pursuant to S.C. Code Section 29-3-650, "The court may also render judgment against the parties liable for the payment of the debt secured by the mortgage and direct at the same time the sale of the mortgaged premises. Such judgment so rendered may be entered and docketed in the clerk's office in the same manner as other judgments. Upon the sale of the mortgaged premises the officer making the sale under the order of the court shall credit upon the judgment so rendered for the debt the amount paid to the plaintiff from the proceeds of the sale." Plaintiff is entitled to have a judgment rendered against the Defendants and docketed in the clerk's office in the same manner as other judgments. Upon the sale of the mortgage premises the Court is requested to credit upon the judgment the amount paid to the plaintiff from the proceeds of the sale.
26. The installments of Principal and interest falling due from and after "default date" of 04/01/2020 have not been paid, although demand for the payment thereof has been made, and the Plaintiff, as holder of the Note and Mortgage, has and does hereby elect to exercise its right under the Note and the Mortgage and to declare the entire balance of principal and interest due thereunder, now due and payable at once.
27. There is now due and owing and unpaid upon the Note and the Mortgage the full and just principal sum of \$49,648.21 "unpaid principal balance", together with interest thereon at the rate of 6.5% per annum due from and after "default date" of 04/01/2020, together with the sum of any advances made, or to be made, by the Plaintiff for taxes, insurance premiums or any other purpose chargeable pursuant to the Mortgage, including, but not limited to, late charges, collection costs, and reasonable attorney's fees and the costs of this action.
28. Any notice required by the terms of the Mortgage or by State or Federal law, including the notice to cure required by Sections 37-5-110 and 37-5-111, if required, has been given to the

SC2022-00216

applicable defendant(s) prior to the commencement of this action.

29. Pursuant to the terms of the Mortgage and applicable state law, Plaintiff requests the mortgage be foreclosed and that the property be sold at public auction in accordance with law, subject to any liens for taxes, special assessments of record against such property, and existing easements or restrictions of record.
30. The sale will be subject to any Richland County ad valorem taxes.
31. Upon information and belief, said information having been obtained from the records of Richland County, South Carolina, Defendant(s) named below may claim to have some interest in or lien upon the Property by virtue of the matters and things alleged below, but any such interest in or lien upon the Property is junior and subordinate to the Mortgage or, if specified below, have been paid in full and either should be satisfied of record or the lien released from the subject real estate. Said liens or interests are of record in the Office of the ROD or Clerk of Court of the aforesaid county and are described as follows:
 - a) CMS Roofing, LLC holds a judgment filed under Civil Action Number 2014-CP-32-04420. Said lien is junior and subordinate to Plaintiff's mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property. Also, any other interest or lien held by this defendant

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

- A) The Court issue an Order adjudging that the Plaintiff is in compliance with South Carolina Supreme Court Administrative Order 2011-05-02-01.
- B) Direct the RMC/ROD to annotate the public records to reflect ownership of the Mortgage in the Plaintiff
- C) Under the direction of this Court, ascertain and determine the amount due upon the Note and Mortgage held by Plaintiff together with attorney's fees and costs of this action.
- D) Declare Plaintiff's Mortgage a first mortgage lien and render judgment of foreclosure for the amount so found to be due and owing thereon, together with any ad valorem taxes, or insurance premiums, and any other expenses which may be due and have been advanced by Plaintiff, with reasonable attorney's fees, and for the costs of this action.

- E) Order the reimbursement of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency.
- F) Appoint a Receiver to collect the rents, issues, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court
- G) Under the direction of this Court, sell the mortgaged premises, bar any equity of redemption, and apply the proceeds of sale as follows:
 - 1) to the costs and expenses of the within action and said sale;
 - 2) to the payment and discharge of the amount due on the Note and the Mortgage, together with attorney's fees, as aforesaid;
 - 3) the surplus, if any, be distributed according to Rule 71 and other applicable law;
- H) Under direction of the Court, Plaintiff be awarded a deficiency judgment against the Defendant(s) Angela T Franks in the event that the proceeds of the sale of the Property are insufficient to pay in full the indebtedness, including costs of collection; further Court render a Judgment against the Defendant(s) Angela T Franks and have it docketed in the Clerk's Office at the time of entry
- I) For such other and further relief as may be just and proper.

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

Dated: 6.2.2022

By: s/ January N. Taylor
McMichael Taylor Gray, LLC
J. Pamela Price (SC Bar #14336) PPrice@mtglaw.com
John P. Fetner (SC Bar #77460) JFetner@mtglaw.com
Brian L. Campbell (SC Bar #74521) BCampbell@mtglaw.com
Kim Wooten (SC Bar #65416) KWooten@mtglaw.com
January Taylor (SC Bar#80069) JTaylor@mtglaw.com
3550 Engineering Drive, Suite 260
Peachtree Corners, GA 30092
Telephone: (404) 474-7149
Facsimile: (404) 745-8121
Attorneys for Plaintiff

SC2022-00216

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

U.S. Bank Trust National Association, as
Trustee of the Tiki Series IV Trust,

Plaintiff,

v.

Angela T. Franks aka Angela Thomasina
Franks; CMS Roofing, LLC,
Defendants.

IN THE COURT OF COMMON PLEAS
CASE NO.: 2022-CP-40-_____

**CERTIFICATION OF COMPLIANCE
WITH THE CORONAVIRUS AID, RELIEF,
AND ECONOMIC SECURITY (CARES)
ACT**

(Foreclosures)

sc2022-00216

My name is: January N. Taylor

First

Middle

Last

I am (check one) ☐ the Plaintiff or ☒ an authorized agent of/attorney of record for the Plaintiff in the foreclosure case described at the top of this page. I am capable of making this certification. The facts stated in the certification are true and correct, based on information and belief and as to those matters that I believe them to be true (Rule 11(c), SCRPC).

1. Verification:

Plaintiff is seeking to foreclose upon the following properties:

1205 Columbia College Drive, Columbia, SC 29203

Street Address & Unit No. (if any) City County State ZIP

I verify that this property and specifically the mortgage loan subject to this action (check one):

☒ is NOT a "Federally Backed Mortgage Loan" as defined by § 4022(a)(2) of the federal Coronavirus Aid, Relief, and Economic Security Act.

☐ is a "Federally Backed Mortgage Loan" as defined by § 4022(a)(2) of the federal Coronavirus Aid, Relief, and Economic Security Act. Specifically, the foreclosure moratorium cited in Section 4022(c)(2) of the CARES Act has expired as of May 18, 2020, and the property and mortgage are not currently subject to a forbearance plan as solely defined in Sections 4022(b) and (c) of the CARES Act.

Please identify which database or the other information you have used to determine that the property does not have a federally backed mortgage loan or federally backed multifamily mortgage loan:

Plaintiff or its authorized mortgage servicer's loan servicing and case management system / database records.

2. Declaration:

I certify that the foregoing statements made by me are true and correct. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment by contempt.

Dated: 6.2.2022

By: s/ January N. Taylor
McMichael Taylor Gray, LLC
J. Pamela Price (SC Bar #14336) PPrice@mtglaw.com
John P. Fetner (SC Bar #77460) JFetner@mtglaw.com
Brian L. Campbell (SC Bar #74521) BCampbell@mtglaw.com
January Taylor (SC Bar #80069) JTaylor@mtglaw.com
Kimila L. Wooten (SC Bar No: 64516), kwooten@mtglaw.com
3550 Engineering Drive, Suite 260
Peachtree Corners, GA 30092
Telephone: (404) 474-7149
Facsimile: (404) 745-8121
Attorneys for Plaintiff

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEA

U.S. Bank Trust National Association,
Trustee of the Tiki Series IV Trust,

CASE NO: 2022-CP-40-02905

PLAINTIFF

ANSWER TO SUMMONS AND COMPLAINT

Angela T Franks ET AL

DEFENDANT

**DEFENDANT ANGELA T FRANKS' ORIGINAL ANSWER TO PLAINTIFF'S ORIGINAL
COMPLAINT AND AFFIRMATIVE DEFENSES**

Angela T Franks present this honorable court with its Original Answer to Plaintiff's Original Complaint, and in support states:

ANSWER TO GENERAL ALLEGATIONS

1. Defendant admits the allegation.
2. Defendant lacks sufficient information to admit or deny, therefore the allegation is denied.
3. Defendant denies the allegation.
4. Defendant denies the allegation. Defendant applied for assistance in 2014 in which the Plaintiff denied assistance under the Home Affordable Modification Program. Defendant requested Loan Modification during COVID-19 and the request was denied by plaintiff causing extreme stress and forcing defendant into bankruptcy.
5. Defendant lacks sufficient information to admit or deny, therefore the allegation is denied.
6. Defendant admits the allegation.

7. **This court lacks subject matter jurisdiction. This is a premature commencement of a lawsuit before all administrative remedies have been exhausted. The plaintiff failed to exhaust the mandatory administrative remedies as provided by law. The Plaintiff failed to modify the loan as requested by Defendant during COVID-19 and failed to modify the loan and offer assistance prior to 2016.**
8. Defendant denies allegation in reference to amending the note on October 17, 2014. Plaintiff's predecessor performed a re-finance on or about October 17, 2014, in which there was no attorney present to perform the closing, Plaintiff failed to provide the Truth In Lending Disclosures during the closing which is required by South Carolina Law. South Carolina law mandates that an attorney must be present for the closing.
9. Defendant denies the allegation to the extent that the description of said property is incorrect.
10. Defendant lacks sufficient knowledge and information to admit or deny the allegation, therefore it is denied.
11. Defendant lacks sufficient knowledge and information to admit or deny, therefore the allegation is denied. Defendant was never informed of an assignment to the referenced company(s). **Plaintiff has no record of the note and has provided an affidavit of loss note which Defendant rejects.**
12. Defendant lacks sufficient knowledge and information to admit or deny, therefore the defendant denies the allegation. Defendant was never informed of an assignment to this company. **Plaintiff has no record of the note and has provided an affidavit of loss note which Defendant rejects.**
13. Defendant denies the allegation. **Plaintiff has no record of the note in this matter and has provided an affidavit of loss note which Defendant vehemently rejects.**
14. Defendant denies the allegation.

FIRST CAUSE OF ACTION
FORECLOSURE OF MORTGAGE

15. The allegation is a legal proposition that does not require a response. **There is no note or instrument to support Plaintiff's allegations.**
16. Defendant denies the allegation.
17. Defendant denies the allegation. Defendant rejects Plaintiff's affidavit of loss note. Defendant's position is if there is no note, Plaintiff does not have standing to bring this lawsuit.
18. Defendant admits the allegation.
19. Defendant lacks sufficient information to admit or deny the allegations as to the business records of the Plaintiff, Plaintiff was informed of Defendant's bankruptcy prior to the filing of this premature lawsuit.
20. Defendant admits the allegation.
21. Defendant denies the allegation. Plaintiff has failed to produce a **Note**; therefore no attorney fees should be awarded. **Defendant rejects Plaintiff's "affidavit of loss Note"**. How can you place a note that does not exist in the hands of an attorney?
22. Defendant denies the allegation.
23. Defendant denies the allegation and references previous responses to the rejection of loss note.
24. Defendant denies the allegation. Plaintiff has no standing to seek a deficiency judgement to a loss note.
25. Defendant lacks sufficient information to admit or deny the allegation, therefore the allegation is denied. Defendant rejects Plaintiff's request in that Plaintiff does not have standing to be awarded any relief. **Plaintiff has failed to provide a bona fide note, therefore there is no evidence to support Plaintiff's position. Arguments and Testimony by attorneys is not evidence before the court.**
26. Defendant denies the allegation, plaintiff never provided a certified copy of the payoff. Plaintiff refused to provide assistance as provided by the law during COVID-19. Plaintiff refused to accept a loan modification. Defendant made several

attempts to modify the loan and receive assistance from the Plaintiff. Plaintiff provided Defendant with a Loss Mitigation Application through its servicer, and Plaintiff allegedly lost the Defendant's application for Loss Mitigation. Plaintiff also requested assistance during COVID-19, and after COVID-19, but Plaintiff continued to break the law and deny the mandatory administrative requirements for assistance.

27. Defendant denies the allegation. All sums are inaccurate and are rejected by Defendant. Defendant requested verification and validation of the alleged debt. On four different occasions Defendant requested a payoff, but never received a response to the request. Plaintiff never provided the requested itemized list of cost on four different occasions.

28. Defendant denies the allegation. Defendant was not given the opportunity to cure the default prior to the commencement of the action as provided for in SCCA 37-5-110 and 37-5-111. Defendant was never given notice and opportunity to cure the alleged debt.

29. Defendant rejects the request by plaintiff. Plaintiff has failed to exhaust administrative remedies prior to commencing this action, and plaintiff has failed to produce a bona fide Note in this matter. Plaintiff failed to follow the law in this matter.

30. The allegation is a legal proposition and does not require an answer.

31. Defendant denies that plaintiff is entitled to recover any of the relief for which is prayed. The alleged judgement by CMS Roofing, LLC has been satisfied, and/or expired due to the statute of limitation. Plaintiff has no standing to bring this lawsuit. There is no evidence before this court to support this lawsuit. **Defendant rejects the Plaintiff's Affidavit of Loss Note. "No Note, No Case".**

Defendant reserves the right to supplement as discovery is ongoing.

WHEREFORE Defendant requests the Honorable Court grant the Defendant the following relief:

1. Find in favor of the Defendant on all counts alleged,
2. Find that the Plaintiff take nothing as to each count alleged,
3. Find that the Plaintiff does not have evidence to support the lawsuit, there is no Note in this matter.

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

U.S. Bank Trust National Association,
Trustee of the Tiki Series IV Trust,

PLAINTIFF

Angela T Franks ET AL

DEFENDANT

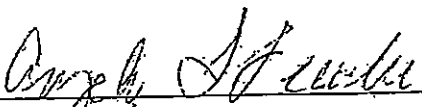
IN THE COURT OF COMMON PLEA

CASE NO: 2022-CP-40-02905

REQUEST FOR CERTIFIED PAYOFF

Comes Now Angela T Franks, defendant, in above captioned case requesting a certified.
Payoff for the property located at 1205 and 1205 1/2 Columbia College Drive, Columbia,
South Carolina 29203. This request is being made to McMichael Taylor Gray, LLC,
Attorneys for the Plaintiff located at 3550 Engineering Drive, Suite 260 Peachtree Corners,
Georgia 30092.

Attention J Pamela Price and January N Taylor. Please be advised that this is a
Timely request for a certified payoff as a qualified written request in the above matter,
Defendant has made this request on four other occasions.


Angela T Franks
Post Office Box 983
Columbia, South Carolina 29202
803-466-3005

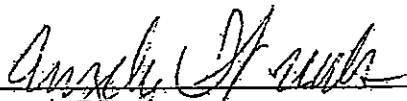
Date: 05/14/2024

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEA
COUNTY OF RICHLAND	)	
	)	
U.S. Bank Trust National Association,	)	CASE NO: 2022-CP-40-02905
Trustee of the Tiki Series IV Trust,	)	
	)	
PLAINTIFF	)	MOTION TO DISMISS
	)	
	)	
Angela T Franks ET AL	)	
	)	
	)	
DEFENDANT	)	

Comes Now, Angela T Franks, defendant in the above captioned matter making a MOTION TO DISMISS this case and the request for default judgement pursuant to SCRCP 12(b)(6) and 55. The plaintiff in this matter has failed to produce evidence to support a claim and/or cause of action. Plaintiff has indicated that plaintiff do not have a note upon which this matter can be brought to this court as supported by the following defendant's exhibit, Exhibit 1 – Plaintiff's Loss Note Affidavit. The plaintiff lacks proper documentation to support the lawsuit.

Defendant was in Bankruptcy at the time of the filing of this action and defendant's lawyers were not noticed of the pleadings, and defendant's lawyers did not answer the initial pleadings in a timely manner. Plaintiff was aware of the bankruptcy and received notice of the pending bankruptcy. At all times defendant was represented by attorneys and plaintiff failed to communicate with defendant's counsel. Defendant continues to seek competent legal counsel in this matter, but most lawyers have indicated that they do not handle foreclosures.

Defendant prays to the court for relief by granting a dismissal in this matter, and/or grant an extension of time to answer the complaint.



 Angela T Franks
 464 Annondale Road
 Columbia, SC 29212
 Email: afell264@aol.com
 Post Office Box 983
 Columbia, SC 29202

05/14/2024

 Date

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEA

U.S. Bank Trust National Association,
Trustee of the Tiki Series IV Trust,

CASE NO: 2022-CP-40-02905

PLAINTIFF

REQUEST FOR CERTIFIED PAYOFF

Angela T Franks ET AL

DEFENDANT

Comes Now Angela T Franks, defendant, in above captioned case requesting a certified.
Payoff for the property located at 1205 and 1205 1/2 Columbia College Drive, Columbia,
South Carolina 29203. This request is being made to McMichael Taylor Gray, LLC,
Attorneys for the Plaintiff located at 3550 Engineering Drive, Suite 260 Peachtree Corners,
Georgia 30092.

Attention J Pamela Price and January N Taylor. Please be advised that this is a
Timely request for a certified payoff as a qualified written request in the above matter.
Defendant has made this request on four other occasions.


Angela T Franks
Post Office Box 983
Columbia, South Carolina 29202
803-466-3005

Date:

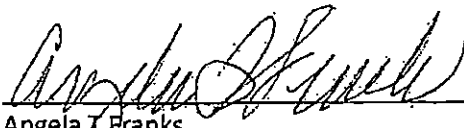
05/14/2024

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEA
COUNTY OF RICHLAND	)	
	)	
U.S. Bank Trust National Association,	)	CASE NO: 2022-CP-40-02905
Trustee of the Tiki Series IV Trust,	)	
	)	
PLAINTIFF	)	MOTION TO DISMISS
	)	
	)	
Angela T Franks ET AL	)	
	)	
	)	
DEFENDANT	)	

Comes Now, Angela T Franks, defendant in the above captioned matter making a MOTION TO DISMISS this case and the request for default judgement pursuant to SCRCP 12(b)(6) and 55. The plaintiff in this matter has failed to produce evidence to support a claim and/or cause of action. Plaintiff has indicated that plaintiff do not have a note upon which this matter can be brought to this court as supported by the following defendant's exhibit, **Exhibit 1 – Plaintiff's Loss Note Affidavit**. The plaintiff lacks proper documentation to support the lawsuit.

Defendant was in Bankruptcy at the time of the filing of this action and defendant's lawyers were not noticed of the pleadings, and defendant's lawyers did not answer the initial pleadings in a timely manner. Plaintiff was aware of the bankruptcy and received notice of the pending bankruptcy. At all times defendant was represented by attorneys and plaintiff failed to communicate with defendant's counsel. Defendant continues to seek competent legal counsel in this matter, but most lawyers have indicated that they do not handle foreclosures.

Defendant prays to the court for relief by granting a dismissal in this matter, and/or grant an extension of time to answer the complaint.



 Angela T Franks
 464 Annondale Road
 Columbia, SC 29212
 Email: afell264@aol.com
 Post Office Box 983
 Columbia, SC 29202

05/14/2024
 Date

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEA

U.S. Bank Trust National Association,
Trustee of the Tiki Series IV Trust,

CASE NO: 2022-CP-40-02905

PLAINTIFF

ANSWER TO SUMMONS AND COMPLAINT

Angela T Franks ET AL

DEFENDANT

**DEFENDANT ANGELA T FRANKS' ORIGINAL ANSWER TO PLAINTIFF'S ORIGINAL
COMPLAINT AND AFFIRMATIVE DEFENSES**

Angela T Franks present this honorable court with its Original Answer to Plaintiff's Original Complaint, and in support states:

ANSWER TO GENERAL ALLEGATIONS

1. Defendant admits the allegation.
2. Defendant lacks sufficient information to admit or deny, therefore the allegation is denied.
3. Defendant denies the allegation.
4. Defendant denies the allegation. Defendant applied for assistance in 2014 in which the Plaintiff denied assistance under the Home Affordable Modification Program. Defendant requested Loan Modification during COVID-19 and the request was denied by plaintiff causing extreme stress and forcing defendant into bankruptcy.
5. Defendant lacks sufficient information to admit or deny, therefore the allegation is denied.
6. Defendant admits the allegation.

7. **This court lacks subject matter jurisdiction. This is a premature commencement of a lawsuit before all administrative remedies have been exhausted. The plaintiff failed to exhaust the mandatory administrative remedies as provided by law. The Plaintiff failed to modify the loan as requested by Defendant during COVID-19 and failed to modify the loan and offer assistance prior to 2016.**
8. Defendant denies allegation in reference to amending the note on October 17, 2014. Plaintiff's predecessor performed a re-finance on or about October 17, 2014, in which there was no attorney present to perform the closing, Plaintiff failed to provide the Truth In Lending Disclosures during the closing which is required by South Carolina Law. South Carolina law mandates that an attorney must be present for the closing.
9. Defendant denies the allegation to the extent that the description of said property is incorrect.
10. Defendant lacks sufficient knowledge and information to admit or deny the allegation, therefore it is denied.
11. Defendant lacks sufficient knowledge and information to admit or deny, therefore the allegation is denied. Defendant was never informed of an assignment to the referenced company(s). Plaintiff has no record of the note and has provided an affidavit of loss note which Defendant rejects.
12. Defendant lacks sufficient knowledge and information to admit or deny, therefore the defendant denies the allegation. Defendant was never informed of an assignment to this company. Plaintiff has no record of the note and has provided an affidavit of loss note which Defendant rejects.
13. Defendant denies the allegation. Plaintiff has no record of the note in this matter and has provided an affidavit of loss note which Defendant vehemently rejects.
14. Defendant denies the allegation.

FIRST CAUSE OF ACTION
FORECLOSURE OF MORTGAGE

15. The allegation is a legal proposition that does not require a response. There is no note or instrument to support Plaintiff's allegations.
16. Defendant denies the allegation.
17. Defendant denies the allegation. Defendant rejects Plaintiff's affidavit of loss note. Defendant's position is if there is no note, Plaintiff does not have standing to bring this lawsuit.
18. Defendant admits the allegation.
19. Defendant lacks sufficient information to admit or deny the allegations as to the business records of the Plaintiff. Plaintiff was informed of Defendant's bankruptcy prior to the filing of this premature lawsuit.
20. Defendant admits the allegation.
21. Defendant denies the allegation. Plaintiff has failed to produce a **Note**; therefore no attorney fees should be awarded. **Defendant rejects Plaintiff's "affidavit of loss Note"**. How can you place a note that does not exist in the hands of an attorney?
22. Defendant denies the allegation.
23. Defendant denies the allegation and references previous responses to the rejection of loss note.
24. Defendant denies the allegation. Plaintiff has no standing to seek a deficiency judgement to a loss note.
25. Defendant lacks sufficient information to admit or deny the allegation, therefore the allegation is denied. Defendant rejects Plaintiff's request in that Plaintiff does not have standing to be awarded any relief. **Plaintiff has failed to provide a bona fide note, therefore there is no evidence to support Plaintiff's position. Arguments and Testimony by attorneys is not evidence before the court.**
26. Defendant denies the allegation, plaintiff never provided a certified copy of the payoff. Plaintiff refused to provide assistance as provided by the law during COVID-19. Plaintiff refused to accept a loan modification. Defendant made several

attempts to modify the loan and receive assistance from the Plaintiff. Plaintiff provided Defendant with a Loss Mitigation Application through its servicer, and Plaintiff allegedly lost the Defendant's application for Loss Mitigation. Plaintiff also requested assistance during COVID-19, and after COVID-19, but Plaintiff continued to break the law and deny the mandatory administrative requirements for assistance.

27. Defendant denies the allegation. All sums are inaccurate and are rejected by Defendant. Defendant requested verification and validation of the alleged debt. On four different occasions Defendant requested a payoff, but never received a response to the request. Plaintiff never provided the requested itemized list of cost on four different occasions.

28. Defendant denies the allegation. Defendant was not given the opportunity to cure the default prior to the commencement of the action as provided for in SCCA 37-5-110 and 37-5-111. Defendant was never given notice and opportunity to cure the alleged debt.

29. Defendant rejects the request by plaintiff. Plaintiff has failed to exhaust administrative remedies prior to commencing this action, and plaintiff has failed to produce a bona fide Note in this matter. Plaintiff failed to follow the law in this matter.

30. The allegation is a legal proposition and does not require an answer.

31. Defendant denies that plaintiff is entitled to recover any of the relief for which is prayed. The alleged judgement by CMS Roofing, LLC has been satisfied, and/or expired due to the statute of limitation. Plaintiff has no standing to bring this lawsuit. There is no evidence before this court to support this lawsuit. **Defendant rejects the Plaintiff's Affidavit of Loss Note. "No Note, No Case".**

Defendant reserves the right to supplement as discovery is ongoing.

WHEREFORE Defendant requests the Honorable Court grant the Defendant the following relief:

1. Find in favor of the Defendant on all counts alleged,
2. Find that the Plaintiff take nothing as to each count alleged,
3. Find that the Plaintiff does not have evidence to support the lawsuit, there is no Note in this matter.

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEA

U.S. Bank Trust National Association,
Trustee of the Tiki Series IV Trust,

CASE NO: 2022-CP-40-02905

PLAINTIFF

REQUEST FOR CERTIFIED PAYOFF

Angela T Franks ET AL

DEFENDANT

Comes Now Angela T Franks, defendant, in above captioned case requesting a certified.
Payoff for the property located at 1205 and 1205 1/2 Columbia College Drive, Columbia,
South Carolina 29203. This request is being made to McMichael Taylor Gray, LLC,
Attorneys for the Plaintiff located at 3550 Engineering Drive, Suite 260 Peachtree Corners,
Georgia 30092.
Attention J Pamela Price and January N Taylor. Please be advised that this is a
Timely request for a certified payoff as a qualified written request in the above matter.
Defendant has made this request on four other occasions.


Angela T Franks
Post Office Box 983
Columbia, South Carolina 29202
803-466-3005

Date:

05/14/2024

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEA

U.S. Bank Trust National Association,
Trustee of the Tiki Series IV Trust,

CASE NO: 2022-CP-40-02905

PLAINTIFF

MOTION TO DISMISS

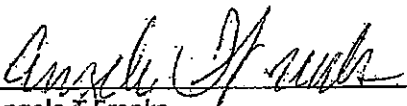
Angela T Franks ET AL

DEFENDANT

Comes Now, Angela T Franks, defendant in the above captioned matter making a MOTION TO DISMISS this case and the request for default judgement pursuant to SCRPC 12(b)(6) and 55. The plaintiff in this matter has failed to produce evidence to support a claim and/or cause of action. Plaintiff has indicated that plaintiff do not have a note upon which this matter can be brought to this court as supported by the following defendant's exhibit, Exhibit 1 – Plaintiff's Loss Note Affidavit. The plaintiff lacks proper documentation to support the lawsuit.

Defendant was in Bankruptcy at the time of the filing of this action and defendant's lawyers were not noticed of the pleadings, and defendant's lawyers did not answer the initial pleadings in A timely manner. Plaintiff was aware of the bankruptcy and received notice of the pending bankruptcy. At all times defendant was represented by attorneys and plaintiff failed to communicate with defendant's counsel. Defendant continues to seek competent legal counsel in this matter, but most lawyers have indicated that they do not handle foreclosures.

Defendant prays to the court for relief by granting a dismissal in this matter, and/or grant an extension of time to answer the complaint.


Angela T. Franks

464 Annondale Road
Columbia, SC 29212
Email: afell264@aol.com
Post Office Box 983
Columbia, SC 29202

05/14/2024
Date

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEA

U.S. Bank Trust National Association,
Trustee of the Tiki Series IV Trust,

CASE NO: 2022-CP-40-02905

PLAINTIFF

REQUEST FOR CERTIFIED PAYOFF

Angela T Franks ET AL

DEFENDANT

Comes Now Angela T Franks, defendant, in above captioned case requesting a certified.
Payoff for the property located at 1205 and 1205 1/2 Columbia College Drive, Columbia,
South Carolina 29203. This request is being made to McMichael Taylor Gray, LLC,
Attorneys for the Plaintiff located at 3550 Engineering Drive, Suite 260 Peachtree Corners,
Georgia 30092.

Attention J Pamela Price and January N Taylor. Please be advised that this is a
Timely request for a certified payoff as a qualified written request in the above matter.
Defendant has made this request on four other occasions.


Angela T Franks
Post Office Box 983
Columbia, South Carolina 29202
803-466-3005

Date:

05/14/2024

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEA

U.S. Bank Trust National Association,
Trustee of the Tiki Series IV Trust,

CASE NO: 2022-CP-40-02905

PLAINTIFF

ANSWER TO SUMMONS AND COMPLAINT

Angela T Franks ET AL

DEFENDANT

**DEFENDANT ANGELA T FRANKS' ORIGINAL ANSWER TO PLAINTIFF'S ORIGINAL
COMPLAINT AND AFFIRMATIVE DEFENSES**

Angela T Franks present this honorable court with its Original Answer to Plaintiff's Original Complaint, and in support states:

ANSWER TO GENERAL ALLEGATIONS

1. Defendant admits the allegation.
2. Defendant lacks sufficient information to admit or deny, therefore the allegation is denied.
3. Defendant denies the allegation.
4. Defendant denies the allegation. Defendant applied for assistance in 2014 in which the Plaintiff denied assistance under the Home-Affordable Modification Program. Defendant requested Loan Modification during COVID-19 and the request was denied by plaintiff causing extreme stress and forcing defendant into bankruptcy.
5. Defendant lacks sufficient information to admit or deny, therefore the allegation is denied.
6. Defendant admits the allegation.

7. This court lacks subject matter jurisdiction. This is a premature commencement of a lawsuit before all administrative remedies have been exhausted. The plaintiff failed to exhaust the mandatory administrative remedies as provided by law. The Plaintiff failed to modify the loan as requested by Defendant during COVID-19 and failed to modify the loan and offer assistance prior to 2016.
8. Defendant denies allegation in reference to amending the note on October 17, 2014. Plaintiff's predecessor performed a re-finance on or about October 17, 2014, in which there was no attorney present to perform the closing, Plaintiff failed to provide the Truth In Lending Disclosures during the closing which is required by South Carolina Law. South Carolina law mandates that an attorney must be present for the closing.
9. Defendant denies the allegation to the extent that the description of said property is incorrect.
10. Defendant lacks sufficient knowledge and information to admit or deny the allegation, therefore it is denied.
11. Defendant lacks sufficient knowledge and information to admit or deny, therefore the allegation is denied. Defendant was never informed of an assignment to the referenced company(s). Plaintiff has no record of the note and has provided an affidavit of loss note which Defendant rejects.
12. Defendant lacks sufficient knowledge and information to admit or deny, therefore the defendant denies the allegation. Defendant was never informed of an assignment to this company. Plaintiff has no record of the note and has provided an affidavit of loss note which Defendant rejects.
13. Defendant denies the allegation. Plaintiff has no record of the note in this matter and has provided an affidavit of loss note which Defendant vehemently rejects.
14. Defendant denies the allegation.

FIRST CAUSE OF ACTION
FORECLOSURE OF MORTGAGE

15. The allegation is a legal proposition that does not require a response. **There is no note or instrument to support Plaintiff's allegations.**
16. Defendant denies the allegation.
17. Defendant denies the allegation. Defendant rejects Plaintiff's affidavit of loss note. Defendant's position is if there is no note, Plaintiff does not have standing to bring this lawsuit.
18. Defendant admits the allegation.
19. Defendant lacks sufficient information to admit or deny the allegations as to the business records of the Plaintiff. Plaintiff was informed of Defendant's bankruptcy prior to the filing of this premature lawsuit.
20. Defendant admits the allegation.
21. Defendant denies the allegation. Plaintiff has failed to produce a **Note**; therefore no attorney fees should be awarded. **Defendant rejects Plaintiff's "affidavit of loss Note"**. How can you place a note that does not exist in the hands of an attorney?
22. Defendant denies the allegation.
23. Defendant denies the allegation and references previous responses to the rejection of loss note.
24. Defendant denies the allegation. Plaintiff has no standing to seek a deficiency judgement to a loss note.
25. Defendant lacks sufficient information to admit or deny the allegation, therefore the allegation is denied. Defendant rejects Plaintiff's request in that Plaintiff does not have standing to be awarded any relief. **Plaintiff has failed to provide a bona fide note, therefore there is no evidence to support Plaintiff's position. Arguments and Testimony by attorneys is not evidence before the court.**
26. Defendant denies the allegation, plaintiff never provided a certified copy of the payoff. Plaintiff refused to provide assistance as provided by the law during COVID-19. Plaintiff refused to accept a loan modification. Defendant made several

attempts to modify the loan and receive assistance from the Plaintiff. Plaintiff provided Defendant with a Loss Mitigation Application through its servicer, and Plaintiff allegedly lost the Defendant's application for Loss Mitigation. Plaintiff also requested assistance during COVID-19, and after COVID-19, but Plaintiff continued to break the law and deny the mandatory administrative requirements for assistance.

27. Defendant denies the allegation. All sums are inaccurate and are rejected by Defendant. Defendant requested verification and validation of the alleged debt. On four different occasions Defendant requested a payoff, but never received a response to the request. Plaintiff never provided the requested itemized list of cost on four different occasions.

28. Defendant denies the allegation. Defendant was not given the opportunity to cure the default prior to the commencement of the action as provided for in SCCA 37-5-110 and 37-5-111. Defendant was never given notice and opportunity to cure the alleged debt.

29. Defendant rejects the request by plaintiff, Plaintiff has failed to exhaust administrative remedies prior to commencing this action, and plaintiff has failed to produce a bona fide Note in this matter. Plaintiff failed to follow the law in this matter.

30. The allegation is a legal proposition and does not require an answer.

31. Defendant denies that plaintiff is entitled to recover any of the relief for which is prayed. The alleged judgement by CMS Roofing, LLC has been satisfied, and/or expired due to the statute of limitation. Plaintiff has no standing to bring this lawsuit. There is no evidence before this court to support this lawsuit. **Defendant rejects the Plaintiff's Affidavit of Loss Note. "No Note, No Case".**

Defendant reserves the right to supplement as discovery is ongoing.

WHEREFORE Defendant requests the Honorable Court grant the Defendant the following relief:

1. Find in favor of the Defendant on all counts alleged,
2. Find that the Plaintiff take nothing as to each count alleged,
3. Find that the Plaintiff does not have evidence to support the lawsuit, there is no Note in this matter,

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEA
COUNTY OF RICHLAND	)	
	)	
U.S. Bank Trust National Association,	)	CASE NO: 2022-CP-40-02905
Trustee of the Tiki Series IV Trust,	)	
	)	
PLAINTIFF	)	REQUEST FOR CERTIFIED PAYOFF
	)	
	)	
Angela T Franks ET AL	)	
	)	
	)	
DEFENDANT	)	

Comes Now Angela T Franks, defendant, in above captioned case requesting a certified. Payoff for the property located at 1205 and 1205 1/2 Columbia College Drive, Columbia, South Carolina 29203. This request is being made to McMichael Taylor Gray, LLC, Attorneys for the Plaintiff located at 3550 Engineering Drive, Suite 260 Peachtree Corners, Georgia 30092.

Attention J Pamela Price and January N Taylor. Please be advised that this is a Timely request for a certified payoff as a qualified written request in the above matter. Defendant has made this request on four other occasions.

Angela T Franks
 Angela T Franks
 Post Office Box 983
 Columbia, South Carolina 29202
 803-466-3005

Date: 05/14/2024

[Faint circular stamp, possibly a court seal]

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEA

U.S. Bank Trust National Association,
Trustee of the Tiki Series IV Trust,

CASE NO: 2022-CP-40-02905

PLAINTIFF

MOTION TO DISMISS

Angela T Franks ET AL

DEFENDANT

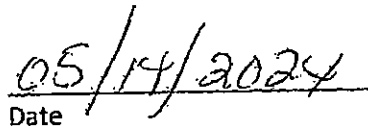
Comes Now, Angela T Franks, defendant in the above captioned matter making a MOTION TO DISMISS this case and the request for default judgement pursuant to SCRCP 12(b)(6) and 55. The plaintiff in this matter has failed to produce evidence to support a claim and/or cause of action. Plaintiff has indicated that plaintiff do not have a note upon which this matter can be brought to this court as supported by the following defendant's exhibit, Exhibit 1 – Plaintiff's Loss Note Affidavit. The plaintiff lacks proper documentation to support the lawsuit.

Defendant was in Bankruptcy at the time of the filing of this action and defendant's lawyers were not noticed of the pleadings, and defendant's lawyers did not answer the initial pleadings in a timely manner. Plaintiff was aware of the bankruptcy and received notice of the pending bankruptcy. At all times defendant was represented by attorneys and plaintiff failed to communicate with defendant's counsel. Defendant continues to seek competent legal counsel in this matter, but most lawyers have indicated that they do not handle foreclosures.

Defendant prays to the court for relief by granting a dismissal in this matter, and/or grant an extension of time to answer the complaint.


Angela T Franks

464 Annondale Road
Columbia, SC 29212
Email: afell264@aol.com
Post Office Box 983
Columbia, SC 29202


Date

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

) IN THE COURT OF COMMON PLEA

)

U.S. Bank Trust National Association,
Trustee of the Tiki Series IV Trust,

)

CASE NO: 2022-CP-40-02905

)

PLAINTIFF

)

REQUEST FOR CERTIFIED PAYOFF

)

Angela T Franks ET AL

)

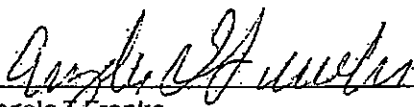
)

DEFENDANT

)

Comes Now Angela T Franks, defendant, in above captioned case requesting a certified.
Payoff for the property located at 1205 and 1205 1/2 Columbia College Drive, Columbia,
South Carolina 29203. This request is being made to McMichael Taylor Gray, LLC,
Attorneys for the Plaintiff located at 3550 Engineering Drive, Suite 260 Peachtree Corners,
Georgia 30092.

Attention: J Pamela Price and January N Taylor. Please be advised that this is a
Timely request for a certified payoff as a qualified written request in the above matter.
Defendant has made this request on four other occasions.



Angela T Franks
Post Office Box 983
Columbia, South Carolina 29202
803-466-3005

Date: 05/14/2024

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

U.S. Bank Trust National Association
as Trustee of the tiki Series IV Trust

PLAINTIFF

Angela T Franks ET AL

DEFENDANT

IN THE COURT OF COMMON PLEAS

CASE NO: 2022-CP-40-

2905

REQUEST FOR CONTINUANCE

CHRISTINE M. MODRICEK
CLERK OF COURT

2024 APR -5 PM 1:39

FILED

Comes now before this court, Angela T Franks, Defendant, requests a continuance in the upcoming hearing scheduled for April 09, 2024. Defendant requests this continuance, pursuant to Haines v. Kerner, 404 U.S. 519, 520-521, 92 S.Ct. 594, 595-596, 30 L.Ed. 2d 652 (1972); Hughes v. Rowe, 449 U.S. 5, 9-10, 101 S.Ct. 173, 175-176, 66 L.Ed.2d 163 (1980), Platsky vs C.I.A., 935 F.2d 26 (2d Cir 1991): "Pro se plaintiffs are often unfamiliar with the formalities of pleading requirements. Recognizing this, the U.S Supreme Court has instructed the district courts to construe pro se complaints liberally and to apply a more flexible standard in determining the sufficiency of a pro se complaint than they would in reviewing a pleading submitted by counsel".

for the following reasons:

- Defendant was not notified of Motion for Order to Restore nor Order to Restore
- Defendant was not given ample notice of proposed hearing scheduled on April 09, 2024
- Defendant is a pro se litigant who continues to seek competent legal counsel but has yet to secure competent counsel.
- Defendant is not an attorney and has had several legal pleadings presented by attorneys recently hired by plaintiff in the current matter which puts Defendant at a disadvantage. Defendant needs additional time for discovery and preparation.
- Defendant's attorneys of record have been absent, failed to communicate and are ill-prepared to represent Defendant in this matter.
- Defendant has had to study the law to answer the several pleadings filed by the plaintiff's attorneys creating an extra burden and emotional distress on Defendant.

- Defendant is requesting additional time to prepare and serve subpoenas to several witnesses which will provide evidence to support the merits of defendant's claim.
- Defendant has additional information relevant to this case but needs more time to acquire the information by subpoena and discovery.
- Defendant will show the court that she has suffered serious mental harm because of Plaintiffs' actions.
- Defendant's Bankruptcy case is on appeal in the U.S. District Court.

Defendant's request for a continuance does not prejudice the plaintiff(s). Plaintiffs have wrongfully, illegally, willingly, knowingly violated Defendant's rights to due process of law by denying Defendant's rights to "Loss Mitigation" and other unlawful practices related to RESPA, UDAP, TILA violations. Defendant will show the court the merits of Defendant's claim with supporting case law, documentation, and discovery from witnesses by affidavit and/or testimony.

Defendant prays court for relief by granting a continuance in this matter.

Respectfully Submitted,



Angela T Franks
P.O. Box 983
Columbia, SC 29202
803-466-3005
Email: afell264@aol.com

April 04, 2024

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

U.S. Bank Trust National Association
as Trustee of the tiki Series IV Trust

PLAINTIFF

Angela T Franks ET. AL.

DEFENDANT

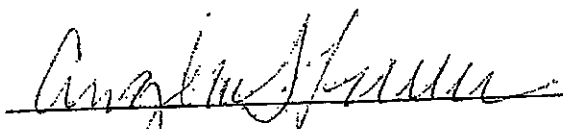
IN THE COURT OF COMMON PLEAS

CASE NO: 2022-CP-40-0290

CERTIFICATE OF SERVICE

FILED
MAR -5 PM 1:39
CLERK OF COURT
J. J. McMICHAEL

I, Angela T Franks, the below signed individual, hereby certify that the forgoing instrument styled **REQUEST FOR CONTINUANCE** was filed with the therein referenced Court, by me causing the original to be hand delivered and time stamped to the above referenced court, and said instrument was served upon the following individuals by USPS and placed in the mail. U.S. Bank Trust National Association as Trustee of the Tiki Series IV Trust attorneys McMichael Taylor Gray, J. Pamela Price, Brian L Campbell, January N Taylor, Steven Hippolyte, Taylor N Way at 3550 Engineering Drive, Suite 260, Peachtree Corners, Georgia 30092


Angela T Franks

04/04/2024
Date

464 Annondale Road

Columbia, SC 29212

Email: afell264@aol.com

Post Office Box 983

Columbia, SC 29202

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF: RICHLAND) C/A NO: 2022CP4002905

PLAINTIFF(S): U.S. Bank Trust National Association, as Trustee of the Tiki Series IV Trust
VS.

DEFENDANT(S): Angela T. Franks aka Angela Thomasina Franks, et al

McMichael Taylor Gray File #: SC2022-00216

Individual Service X

Corporate Service

Government Service

AFFIDAVIT OF SERVICE

PERSONALLY appeared before me one, ANGELA ADAMS, who first being duly sworn, deposes and says that,

(1) On June 8, 2022, 12:53 PM, Deponent personally served ANGELA T. FRANKS AKA ANGELA THOMASINA FRANKS, with a, LIS PENDENS, SUMMONS, COMPLAINT, CERTIFICATION OF COMPLIANCE WITH THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT.

(2) Service of the defendant was effected at the address; 464 Annondale Road, Columbia, SC 29212

(3) The general physical description of the defendant is as follows;

RACE:	Black	SEX:	Female	AGE:	70	HGT:	5-4	WGT:	195

(4) Regarding US Military status, the defendant advised, not on active duty and not retired from the US Military.

(5) The defendant has advised that the address; 464 Annondale Road, Columbia, SC 29212, is the usual place of abode.

(6) The person to whom the process has been delivered has retained the original/certified copy thereof; and the deponent is at least 18 years of age and not a party to the action.

State of: SOUTH CAROLINA

County of: Kershaw

SWORN to and subscribed before me
on the, 9th day of June, 2022

Notary Public of SOUTH CAROLINA

My Commission Expires: 11.06.30

Angela M Adams
ANGELA ADAMS, Deponent
Carolina Civil Process Service

Recording Requested By:

When recorded mail to:

Case Nbr:

Ref Number:

Tax ID:

Property Address:

1205 COLUMBIA COLLEGE DRIVE
COLUMBIA, SC 29201

Book 2633-2013

2021040637 6/23/2021 15:07:45:347 Assignment of Mortgage

Fee: \$10.00 County Tax: \$0.00 State Tax: \$0.00

2021040637 John T. Hopkins II Richland County R.O.D.

This space for Recorder's use

ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 2001 ROSS AVENUE, SUITE 2800, DALLAS, TX 75201 does hereby grant, sell, assign, transfer and convey unto U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE OF THE TIKI SERIES IV TRUST whose address is 7114 E STETSON DRIVE, SUITE 250, SCOTTSDALE, AZ 85251 all beneficial interest under a certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Mortgage: S C COMMUNITY BANK

Original Borrower(s): ANGELA T FRANKS

Date of Mortgage: 8/16/2010

Original Loan Amount: \$56,600.00

Recorded in Richland County, SC on: 8/18/2010, book R.1625, page 3444 and instrument number 2010054051

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on
Dated: 5/4/2021

MTGLQ INVESTORS, L.P. BY CORELOGIC
SOLUTIONS, LLC ITS ATTORNEY IN FACT

By:

Audrey B Trumble, Assistant Vice President

Witness:

Jessica Depla

Witness:

Tina Sander

STATE OF TX

COUNTY OF Dallas

This instrument was acknowledged before me this MAY 04 2021, 20__ by Audrey B Trumble, Assistant Vice President of CORELOGIC SOLUTIONS, LLC AS ATTORNEY IN FACT FOR MTGLQ INVESTORS, L.P., on behalf of the corporation/entity.

Signature of Notary

Notary Public, State of TX

Printed Name of Notary CUTARA ADLEY

My Commission Expires: 11/25/2024

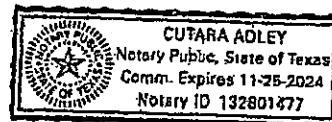


EXHIBIT B

Book 2239-1872

2017063913 8/28/2017 13:42:26:283 Assignment of Mortgage

Fee: \$8.00 County Tax: \$0.00 State Tax: \$0.00

2017063913 John T. Hopkins II Richland County R.O.D.

WHEN RECORDED MAIL TO:

Kondaur Capital Corporation

333 South Anita Drive, Suite 400

Orange, CA 92868

[Space Above This Line For Recording Data]

ASSIGNMENT OF COMMERCIAL REAL ESTATE MORTGAGE

FOR VALUE RECEIVED, S C COMMUNITY BANK, whose address is 1545 Sumter St., Columbia, SC 29201, hereby assigns, and transfers to WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY IN ITS CAPACITY AS OWNER TRUSTEE OF MATAWIN VENTURES TRUST SERIES 2017-2, c/o Kondaur Capital Corporation, whose address is 333 S Anita Dr., Ste 400, Orange CA 92868, all its right, title and interest in and to that certain Commercial Real Estate Mortgage executed by Angela T Franks, with an original principal amount of \$56,600.00 to S C Community Bank, and bearing the date of August 16, 2010 and recorded as Instrument Number 2010054051 in Book 1625, Page 3444 on August 18, 2010 of Official Records in the County Recorder's office of Richland County, State of South Carolina, describing land therein as: See legal description attached hereto and made a part hereof as exhibit "A".

Commonly known as: 1205 Columbia Drive, Columbia, SC 29203

APN/Parcel Number: [REDACTED]

Loan Number: 

Angela T. Franks
1205 and 1205 1/2 Columbia College Drive
Columbia, SC 29203

EXHIBIT "A"

All that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as Lots 1, 2, 3 and the southeastern portion of Lot 4, Block 1 on a map of COLLEGE VIEW prepared by A.I. Schisler dated August and September, 1927, and recorded in the Office of the ROD for Richland County in Plat Book "F" at Page 24; said lot being further shown and delineated on a plat prepared for Forrest Tanner by Isaac B. Cox & Son, Inc., RLS and Engineers dated May 10, 1979, and recorded in the aforementioned ROD Office in Plat Book "Y" at Page 4498; said lots having such metes and bounds as shown on said latter plat, which is being incorporated herein by reference as a part of this description.

This being the identical property conveyed to Elliot E. Franks, III and Angela T. Franks by Deed of G & R Properties dated December 30, 2004, and recorded January 11, 2005, in Book 1014, Page 1128; thence to Angela T. Franks by Deed of Distribution of the Estate of Elliott E. Franks, III (Lexington County Probate Case No. 2008-ES-32-01297) recorded July 27, 2010, in Book 1621, Page 1299, Richland County records.

Richland County Tax Map Number



Recording Requested By:

When recorded mail to:



Case Nbr: [REDACTED]

Ref Number: [REDACTED]

Tax ID: 09216-07-13

Property Address:

1205 COLUMBIA COLLEGE DRIVE
COLUMBIA, SC 29203

SCDAM-STD [REDACTED] 5/4/2021 SITUS-INT

Book 2633-2013

2021040637 6/23/2021 15:07:46:997 Assignment of Mortgage

Fee: \$10.00 County Tax: \$0.00 State Tax: \$0.00

2021040637 John T. Hopkins II, Highland County R.O.D.

This space for Recorder's use

ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 2001 ROSS AVENUE, SUITE 2800, DALLAS, TX 75201 does hereby grant, sell, assign, transfer and convey unto U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE OF THE TIKI SERIES IV TRUST whose address is 7114 E STETSON DRIVE, SUITE 250, SCOTTSDALE, AZ 85251 all beneficial interest under a certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Mortgagee: S C COMMUNITY BANK

Original Borrower(s): ANGELA T FRANKS

Date of Mortgage: 8/16/2010

Original Loan Amount: \$56,600.00

Recorded in Highland County, SC on: 8/18/2010, book R 1625, page 3444 and instrument number 2010054051

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on
Dated: 5/4/2021

MTGLQ INVESTORS, L.P. BY CORELOGIC
SOLUTIONS, LLC ITS ATTORNEY IN FACT

By:
Audrey B Trumble, Assistant Vice President

Witness:
Tina Sander

Witness:
Jessica Dolph

STATE OF TX

COUNTY OF Dallas

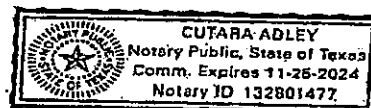
This instrument was acknowledged before me this MAY 04 2021, 20 by Audrey B Trumble, Assistant Vice President of CORELOGIC SOLUTIONS, LLC AS ATTORNEY IN FACT FOR MTGLQ INVESTORS, L.P., on behalf of the corporation/entity.

Signature of Notary

Notary Public, State of TX

Printed Name of Notary CUTARA ADLEY

My Commission Expires: 11/25/2024



Page 1 of 1



STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
CASE NO.: 2022-CP-40-02905

U.S. Bank Trust National
Association, as Trustee of the Tiki
Series IV Trust,

Plaintiff,

**MASTER'S ORDER AND JUDGMENT OF
FORECLOSURE AND SALE**

**Deficiency Judgment Demanded
Against Defendant Angela T. Franks aka
Angela Thomasina Franks**

v.

Angela T. Franks aka Angela Thomasina
Franks, CMS Roofing, LLC,
Defendants.

McMichael Taylor Gray, LLC
Attorney for Plaintiff

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled action was referred to the undersigned Master in Equity to make appropriate findings of fact and conclusions of law, with authority to enter a final Judgment in the action. Any appeal from the decision of the Master in Equity shall be directly to the Supreme Court of South Carolina or the South Carolina Court of Appeals.

Pursuant to the said reference, a hearing was held May 14, 2024, attended by the attorneys of record, the testimony was taken, 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 June 6, 2022.
2. The Summons and Complaint were filed on June 6, 2022.
3. Service was made upon the Defendants named in this Order as is shown by the proofs of service filed herein.
4. Defendants Angela T. Franks aka Angela Thomasina Franks and CMS Roofing, LLC are in default as shown by the Affidavit filed herein.
5. According to an Affidavit filed herein, no Defendant is in the military service of the United States of America, as contemplated under The Servicemembers Civil Relief Act, and any amendments thereto.

6. All Defendants were notified of the time, date and place of the hearing in this matter.
7. Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01.
8. For value received, Defendant Angela T. Franks aka Angela Thomasina Franks for valuable consideration, made, executed, and delivered, to S C Community Bank, a certain Promissory Note dated August 16, 2010 (hereinafter the "Note") in writing, wherein and whereby the Note signer, Angela T. Franks aka Angela Thomasina Franks, promised to pay to S C Community Bank, the principal sum of \$56,600.00, together with interest at a variable rate on the unpaid principal balance; said principal and interest being payable in monthly installments thereafter until the Note is paid in full. Said Note was amended on October 17, 2014, to reduce the principal amount to \$56,224.78 with a variable interest rate. In addition, a Loan Modification Agreement was signed April 26, 2019 (to be effective August 1, 2019) with a new Principal of \$53,013.02 to be adjusted to \$51,019.16 with interest at 6.500%, and a new maturity date of July 1, 2034.
9. To better secure the payment of the Note described above, Defendant Angela T. Franks aka Angela Thomasina Franks made, executed, and delivered to S C Community Bank, a Mortgage, in writing, dated August 16, 2010, covering real property in Richland County. The Mortgage was recorded on August 18, 2010, and is of record in the Office of the Register of Deeds for Richland County in Book 1625, Page 3444.
10. To better secure the payment of the Note described above, Defendant Angela T. Franks aka Angela Thomasina Franks made, executed, and delivered to S C Community Bank an assignment of Leases and Rents dated August 16, 2010 and recorded in the Office of the Register of Deeds for Richland County in Book 1625 at page 3451.
11. Subsequently Defendant Angela T. Franks aka Angela Thomasina Franks made, executed, and delivered to S C Community Bank an assignment of Leases and Rents dated October 17, 2014, and recorded in the Office of the Register of Deeds for Richland County in Book 2001 at page 1219.
12. By an Assignment of Mortgage, executed July 27, 2017, S C Community Bank, assigned the Mortgage to Wilmington Savings Fund Society, FSB, dba Christiana Trust, not in its individual capacity but solely as Owner Trustee of Matawin Ventures Trust Series 2017-2. Said assignment was recorded on August 28, 2017, and is of record in the Office of the

Register of Deeds for Richland County in Book R 2239, Page 1872.

13. By an Assignment of Mortgage, executed April 7, 2020, Wilmington Savings Fund Society, FSB, dba Christiana Trust, not in its individual capacity but solely as Owner Trustee of Matawin Ventures Trust Series 2017-2, assigned the Mortgage to MTGLQ Investors L.P. Said assignment was recorded on June 21, 2020, and is of record in the Office of the Register of Deeds for Richland County in Book R 2500, Page 3222.
14. By an Assignment of Mortgage dated May 4, 2021, MTGLQ Investors L.P., assigned the Mortgage to U.S. Bank Trust National Association, as Trustee of the Tiki Series IV Trust. Said assignment was recorded on June 23, 2021, and is of record in the Office of the Register of Deeds for Richland County in Book R 2633, Page 2013.
15. The Plaintiff is informed and believes that the Mortgage constitutes a valid first mortgage lien on the subject Property.
16. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.
17. Any notice required by the terms of the Mortgage or by state and federal statutes was given to the applicable Defendants prior to the commencement of this action.
18. 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 and Mortgage in the hands of its attorney of record herein for collection.
19. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents, performing the title search, preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiff's attorneys; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$4,235.00 is a reasonable attorney's fee for the Plaintiff's attorneys for services performed through the date of this hearing, under the terms of the Note and Mortgage.
20. The amount due and owing on the Note and Mortgage, with interest at the rate provided in the Note, and other costs and expenses of collection through the date of this hearing, including attorney's fees, secured by the Note and Mortgage, is as follows:

Principal Balance Due	\$49,648.21
Interest Due from 3/1/2020 through 5/14/2024	\$13,561.44
Current Rate 6.5%, Per Diem \$8.84	
Taxes	\$6,451.43
Late Charges	\$239.50
Foreclosure Costs through hearing	\$1,343.01
Foreclosure Attorney's Fees through the hearing	\$4,235.00
TOTAL DEBT OWED	\$75,478.59

Total Debt secured by Note and Mortgage, including interest to date shown \$75,478.59. Interest for the period from the date shown in (b) above through the date of this judgment, at above stated rate, to be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein, and interest after the date of judgment at a current rate of 6.5%, pursuant to the terms of the Note and Mortgage on the judgment debt should be added to such judgment debt to comprise the amount of the Total Debt secured by the Mortgage through the date to which such interest is computed.

21. The Plaintiff does not waive but specifically demands judgment against the Defendant Angela T. Franks aka Angela Thomasina Franks for the full amount found to be due to Plaintiff on the Note and mortgage held by Plaintiff. Pursuant to SC Code Section 29-3-650, Plaintiff requests that this judgment be entered immediately and docketed in the clerk's office in the same manner as other judgments. Upon the sale of the mortgaged premises the officer making the sale under the order of the court shall credit upon the judgment so rendered for the debt the amount paid to the plaintiff from the proceeds of the sale. As a personal or deficiency judgment is demanded, the bidding will remain open for a period of thirty (30) days pursuant to S.C. Code Ann. Section 15-39-720 (1976).
22. The following Defendants claim, or may claim, liens upon or interests in the subject property; and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claims will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRCP. Said Defendants and such claims or liens are as follows:
 - a) Defendant CMS Roofing, LLC holds a judgment in the amount of \$3,970.50 against Angela Franks, filed under Civil Action Number 2014-CP-32-04420 (Lexington County) and 2015-CP-40-06511 (Richland County). Said lien is junior and subordinate to Plaintiff's mortgage. Also, any other interest or lien held by this

defendant.

CONCLUSIONS OF LAW: I, therefore, conclude as follows:

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

24. That there is due to the Plaintiff on its note and mortgage the sum of \$75,478.59, representing the Total Debt due to the Plaintiff as set out in Paragraph 19, above, together with interest thereon at the rate provided in the note to the date hereof.

IT IS, THEREFORE ORDERED, ADJUDGED AND DECREED:

25. That the Plaintiff is in full compliance with South Carolina Supreme Court Administrative Order 2011-05-02-01.

26. That the Defendants liable for the aforesaid Total Debt shall, prior to the date and time of the sale of the subject property, pay to the Plaintiff the amount of the Total Debt.

27. That on default of payment prior to the date and time of the sale, the subject property, shall be sold at public auction, at the Richland County Judicial Center according to the following terms:

A. FOR CASH: The undersigned Master in Equity shall require a deposit of 5% on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within twenty (20) days the same to be forfeited and applied to the costs and then to the Total Debt.

B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 6.5%.

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

D. Purchaser to pay for any statutory commission on sale from the proceeds of the final bid amount.

E. Purchaser to pay for the deed and the cost of recording the deed.

F. Purchaser shall be entitled to possession of the premises only after Purchaser fully complies with the bid amount and a deed is issued by the Master in Equity.

28. The Plaintiff does not waive but specifically demands judgment against the Defendant Angela T. Franks aka Angela Thomasina Franks for the full amount found to be due to

Plaintiff on the Note and mortgage held by Plaintiff. Pursuant to SC Code Section 29-3-650, Plaintiff requests that this judgment be entered immediately and docketed in the clerk's office in the same manner as other judgments. Upon the sale of the mortgaged premises the officer making the sale under the order of the court shall credit upon the judgment so rendered for the debt the amount paid to the plaintiff from the proceeds of the sale.

29. As a personal or deficiency judgment is demanded, the bidding will remain open for a period of thirty (30) days pursuant to S.C. Code Ann. Section 15-39-720 (1976). That the undersigned Master in Equity will, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and that he will execute to the purchaser, or purchasers, a deed to the premises sold. Upon such sale being made, should the successful bidder, or his assignee, fail to comply with the terms thereof within thirty (30) days after the date of sale, then the undersigned Master in Equity may re-advertise the premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder.
30. That the undersigned Master in Equity will, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and that he will execute to the purchaser, or purchasers, a deed to the premises sold. Upon such sale being made, should the successful bidder, or his assignee, fail to comply with the terms thereof within twenty (20) days after the date of sale, then the undersigned Master in Equity may re-advertise the premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder.
31. That in the event an agent of Plaintiff does not appear at the time of sale, the subject property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.
32. That, if the Plaintiff is the successful bidder at said sale, for a sum not exceeding the amount of costs, expenses and the Total Debt in full, the Plaintiff may pay to the undersigned Master in Equity only the amount of the costs and expenses, crediting the balance of the bid on the Total Debt.
33. That the undersigned Master in Equity shall apply the proceeds of the sale as follows:
FIRST: To the payment of the amount of the costs and expenses of this action;

NEXT: To the payment of the amount of the Total Debt and interest (including attorney's fees); and

NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRCP.

34. In the event the successful bidder is other than the Defendant(s) in possession herein, upon full compliance with the bid, and only upon issuance of a Writ of Assistance by this Court, the Sheriff of Richland County may be 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 full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.
35. In the event the successful bidder is other than the Defendants in possession of the subject property and the occupants have voluntarily vacated the property or have been ejected from the property leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage in said property, the Purchaser is authorized to remove from the property all furnishings, fixtures and items not subject to the lien of Plaintiff's Mortgage. The personal property, being deemed abandoned, shall be removed by the Purchaser or its agents from the subject property by placing said personal property on the public street or highway or by any other means.
36. That each Defendant named herein, and all persons whomsoever claiming under him, them or it, 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.
37. That the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the Defendant Angela T. Franks aka Angela Thomasina Franks, who was the title-holder of the mortgaged property at the time of the filing of the Lis Pendens, and that the Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.
38. That the undersigned Master in Equity shall retain Jurisdiction to do all necessary acts incident to this foreclosure, including, but not limited to, the issuance of a Writ of Assistance, disposing of any surplus funds pursuant to Rule 71(c), SCRCP.
39. That after the Order Confirming Sale and Disbursements has been issued and filed, the

undersigned Master in Equity shall direct the Register of Deeds to release of record the lien being foreclosed, which lien is described in Paragraph 9 of the Findings of Fact hereinabove.

40. That after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Master in Equity shall direct the Register of Deeds and Clerk of Court to release the liens described in Paragraph 21 of the Findings of Fact hereinabove from the title of the subject property.

41. That the following is a description of the premises herein ordered to be sold:

All that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as Lots 1, 2, 3 and the southeastern portion of Lot 4, Block 1 on a Map of College View prepared by A.I. Schisler dated August and September, 1927, and recorded in the Office of the ROD for Richland County in Plat Book "F" at Page 24; said lot being further shown and delineated on a plat prepared for Forrest Tanner by Isaac B. Cox & Son, Inc., RLS and Engineers dated May 10, 1979, and recorded in the aforementioned ROD Office in Plat Book "Y" at Page 4498; said lot having such metes and bounds as shown on said latter plat, which is being incorporated herein by reference as a part of this description.

This being the identical property conveyed to Elliot E. Franks, III and Angela T. Franks by Deed of G & R Properties dated December 30, 2004, and recorded January 11, 2005, in Book 1014, Page 1128; thence to Angela T. Franks by deed of Distribution of the Estate of Elliott E. Franks, III (Lexington County Probate Case No. 2008-ES-32-01297) recorded July 27, 2010, in Book 1621, Page 1299, Richland County Records.

Property Address: 1205 Columbia College Drive, Columbia, SC 29203
TMS#: 09216-07-13

AND IT IS SO ORDERED.

SIGNATURE PAGE TO FOLLOW.

FORM 4STATE OF SOUTH CAROLINA
COUNTY OF RICHLANDIN THE COURT OF COMMON PLEAS
JUDGMENT IN A CIVIL CASE
CASE NO. 2022-CP-40-02905U.S. Bank Trust National Association, as Trustee of the Tiki Series IV Trust
Angela T. Franks aka
Angela Thomasina Franks, et al.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: McMichael Taylor Gray, LLC

Attorney for : ☒ Plaintiff ☐ Defendant
or
☐ 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 or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ 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 CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order. (formal order to follow) ☐ Statement of Judgment by the Court:**ORDER INFORMATION**This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk: _____

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount to be Enrolled (List amount(s) below)
U.S. Bank Trust National Association, as Trustee of the Tiki Series IV Trust	Angela T. Franks aka Angela Thomasina Franks	\$75,478.59

If applicable, describe the property, including tax map information and address, referenced in the order:

All that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as Lots 1, 2, 3 and the southeastern portion of Lot 4, Block 1 on a Map of College View prepared by A.I. Schisler dated August and September, 1927, and recorded in the Office of the ROD for

Richland County in Plat Book "F" at Page 24; said lot being further shown and delineated on a plat prepared for Forrest Tanner by Isaac B. Cox & Son, Inc., RLS and Engineers dated May 10, 1979, and recorded in the aforementioned ROD Office in Plat Book "Y" at Page 4498; said lot having such metes and bounds as shown on said latter plat, which is being incorporated herein by reference as a part of this description.

This being the identical property conveyed to Elliot E. Franks, III and Angela T. Franks by Deed of G & R Properties dated December 30, 2004, and recorded January 11, 2005, in Book 1014, Page 1128; thence to Angela T. Franks by deed of Distribution of the Estate of Elliott E. Franks, III (Lexington County Probate Case No. 2008-ES-32-01297) recorded July 27, 2010, in Book 1621, Page 1299, Richland County Records.

Property Address: 1205 Columbia College Drive, Columbia, SC 29203

TMS: 09216-07-13

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.

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 2024 and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 2024 to attorneys of record or to parties (when appearing pro se) as follows:

McMichael Taylor Gray, LLC
3550 Engineering Drive, Suite 260
Peachtree Corners, GA 30092

Angela T. Franks aka Angela Thomasina Franks
464 Annondale Road
Columbia, SC 29212

CMS Roofing, LLC,
Mr. Michael J. Curcio, Registered Agent
530 Vision Court
Irmo, SC 29063

Defendant(s)

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Richland Common Pleas

Case Caption: U S Bank Trust National Association vs Angela T Franks, defendant,
et al
Case Number: 2022CP4002905
Type: Master/Order/Foreclosure & Sale and Form 4

It is so Ordered

s/Joseph M. Strickland, 3055

Electronically signed on 2024-05-15 14:10:38 page 12 of 12

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
CASE NO.: 2022-CP-40-02905

U.S. Bank Trust National Association, as
Trustee of the Tiki Series IV Trust,

AFFIDAVIT OF DEFAULT

Plaintiff,

v.

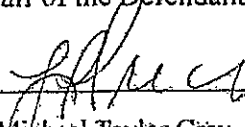
Angela T. Franks aka Angela Thomasina Franks;
CMS Roofing, LLC,

Defendant(s).

PERSONALLY APPEARED BEFORE ME, the undersigned attorney for the Plaintiff, who, being duly sworn, says that she is the attorney for the Plaintiff in the above-entitled action, and the Defendant(s) above named were duly served with the Summons and Complaint in this action.

That more than thirty (30) days, exclusive of the day of service, have elapsed since the service aforesaid, and no Answer or responsive pleading has been received by or served upon the Plaintiff or its attorneys by or on behalf of the Defendant.

July 15, 2022

By: 

McMichael Taylor Gray, LLC

✓ J. Pamela Price (SC Bar #14336) PPrice@mtglaw.com

John P. Fetner (SC Bar #77460) JFetner@mtglaw.com

Brian L. Campbell (SC Bar #74521) BCampbell@mtglaw.com

January Taylor (SC Bar #80069) JTaylor@mtglaw.com

Kimila L. Wooten (SC Bar No. 64516), KWooten@mtglaw.com

3550 Engineering Drive, Suite 260

Peachtree Corners, GA 30092

Telephone: (404) 474-7149

Facsimile: (404) 745-8121

Attorneys for Plaintiff

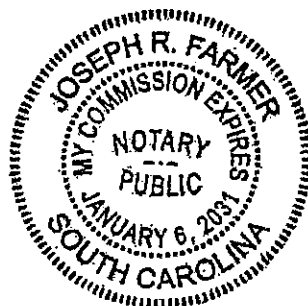
Sworn to and subscribed before me this
15th day of July 2022.



Joseph R. Farmer

Notary Public for the State of South Carolina

My Commission Expires: January 6, 2031



STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
CASE NO.: 2022-CP-40-02905

U.S. Bank Trust National Association, as
Trustee of the Tiki Series IV Trust,
Plaintiff,

**AFFIDAVIT OF ATTORNEY'S
FEES AND COSTS**

v.

Angela T. Franks aka Angela Thomasina Franks,
CMS Roofing, LLC,
Defendants.

PERSONALLY APPEARED BEFORE ME, the undersigned who being duly sworn, deposes and states the following:

1. The Plaintiff retained the law firm of McMichael Taylor Gray, LLC (hereinafter, the "Firm") to foreclose the Plaintiff's Mortgage on the subject property.
2. The Firm involved in this representation concentrates its practice in the areas of foreclosure, bankruptcy and real estate.
3. Since the inception of this action, the Firm has assumed responsibility for the institution of this action and has searched and updated the title on the subject property from the date the current owner received the property or the date the Mortgage was executed to the date of the filing of the Lis Pendens. The Firm has been responsible for the preparation of the following pleadings:
 - a) Lis Pendens;
 - b) Summons and Complaint;
 - c) Affidavits of Default and Non-Military Service;
 - d) Motions and Orders to Stay;
 - e) Motions and Orders to Restore;
 - f) Motion for Order of Reference and Order of Reference;
 - g) Notice of Hearing;
 - h) Record of Hearing; and
 - i) Master's Order and Judgment of Foreclosure and Sale;
4. Additionally, the Firm has scheduled and attended the hearing in this matter, has provided reinstatement and payoff figures and payment histories as requested or required, and may have had phone conversations with the Defendant(s).
5. Future duties include forwarding copies of the Judgment to the Defendant(s), arranging and coordinating the amount to be bid by the Plaintiff, representation of the Plaintiff at the sale, preparation of a Report on Sale and Order Confirming Sale, Master in Equity's Deed and any

SC2022-00216

other documents that may be necessary in this particular action.

6. In addition to the time invested to date, we anticipate a minimum of four (4) additional hours after the hearing. Moreover, depending upon the interest shown by the Defendants, third parties, or counsel for either and the inherent negotiations required, other time may also be committed to the completion of this case.
7. As of April 9, 2024, the Plaintiff has incurred costs of collection, to include title search, filing fees and other Court fees, in the amount of \$1,340.53 plus attorney's fees in the amount of \$4,235.00.
8. As a result of these actions and the extent of the responsibility and the experience of the attorneys involved, the undersigned feels that an attorney's fee as of April 9, 2024, in the amount of \$4,235.00 for Plaintiff's legal counsel is just and proper for the representation provided to the Plaintiff.
9. Plaintiff reserves the right to request additional compensation in the event further legal services are necessary.

April 5, 2024

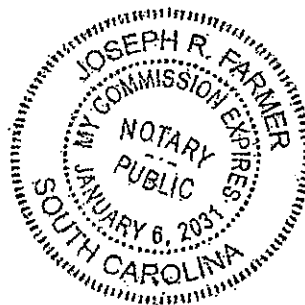
By: *J. Price*

McMichael Taylor Gray, LLC
 J. Pamela Price (SC Bar #14336), pprice@mtglaw.com
 Brian L. Campbell (SC Bar #74521), bcampbell@mtglaw.com
 January N. Taylor (SC Bar #80069), jtaylor@mtglaw.com
 Taylor N. Way (SC Bar #105923), tway@mtglaw.com
 Carli Wilcox (SC Bar #77363), cwilcox@mtglaw.com
 3550 Engineering Drive, Suite 260
 Peachtree Corners, GA 30092
 Telephone: (404) 474-7149
 Facsimile: (404) 745-8121
 Attorneys for Plaintiff

Sworn to and subscribed before me this
 5th day of April 2024

Joseph R. Farmer

Joseph R. Farmer
 Notary Public for the State of South Carolina
 My Commission Expires: 1-6-2031



STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
CASE NO.: 2022-CP-40-02905

U.S. Bank Trust National Association, as
Trustee of the Tiki Series IV Trust;

Plaintiff,

**AFFIDAVIT OF NON-MILITARY
SERVICE AS TO DEFENDANT
ANGELA T. FRANKS AKA ANGELA
THOMASINA FRANKS**

v.

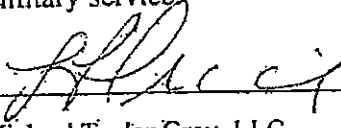
Angela T. Franks aka Angela Thomasina Franks;
CMS Roofing, LLC,

Defendant(s).

PERSONALLY APPEARED BEFORE ME, the undersigned attorney for the Plaintiff, who, after being duly sworn, says that she is familiar with the provisions of 50 U.S.C. App. §§ 501-596 (2006), Servicemembers Civil Relief Act, represents to the Court that from her file in this matter, and on information and belief based on the hereinafter enumerated facts, Defendant Angela T. Franks aka Angela Thomasina Franks is not in the military service of the United States.

The source of the information on which I base my belief is as follows: information furnished to me by the Plaintiff from the records of its office and the attached search(es) do not indicate said Defendant(s) are in the military service.

July 15, 2022

By: 

McMichael Taylor Gray, LLC

✓ J. Pamela Price (SC Bar #14336) JPrice@mtglaw.com

John P. Fetner (SC Bar #77460) JFetner@mtglaw.com

Brian L. Campbell (SC Bar #74521) BCampbell@mtglaw.com

January Taylor (SC Bar #80069) JTaylor@mtglaw.com

Kimila L. Wooten (SC Bar No. 64516), KWooten@mtglaw.com

3550 Engineering Drive, Suite 260

Peachtree Corners, GA 30092

Telephone: (404) 474-7149

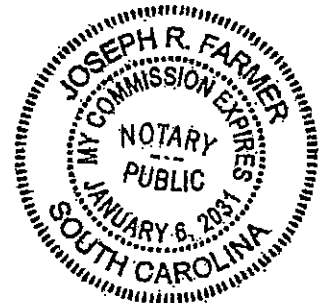
Facsimile: (404) 745-8121

Attorneys for Plaintiff

Sworn to and subscribed before me this
15th day of July 2022.


Joseph R. Farmer

Notary Public for the State of South Carolina
My Commission Expires: January 6, 2031



THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Joseph M. Strickland, Master-in-Equity
Civil Action Number: 2022-CP-40-02905

Appellate Case No.: 2024-000917

U.S. Bank Trust National Association, as Trustee of the Tiki Series IV Trust, ...
..... Respondent,
v.
Angela T. Franks, ...
..... Appellant.

**MOTION TO EXTEND DEADLINE TO SERVE AND FILE INITIAL BRIEF AND
DESIGNATION OF MATTER TO BE INCLUDED IN THE RECORD ON APPEAL**

Respondent, U.S. Bank Trust National Association, as Trustee of the Tiki Series IV Trust, hereby moves, pursuant to Rule 263(b), SCACR, for a thirty-day (30) extension of time to file its initial brief and designation of matter to be included in the record on appeal. The grounds for this motion are as follows:

1. The deadline is for filing the above-reference documents is currently January 9, 2025.
2. This is the first extension that Respondent has sought in this appeal.
3. Such extension is necessary in order to allow co-counsel, who was only retained today, to fully and adequately prepare a response to the initial brief and designation of matter submitted by Appellant, as counsel for the Respondent was unaware of any deadline for filing the same until today.

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Joseph M. Strickland, Master-in-Equity
Civil Action Number: 2022-CP-40-02905

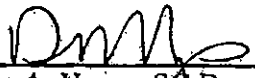
Appellate Case No.: 2024-000917

U.S. Bank Trust National Association, as Trustee of the Tiki Series IV Trust, ...
..... Respondent
v.
Angela T. Franks, ...
..... Appellant

PROOF OF SERVICE

I certify that I have served the notice of appearance by mailing it to the pro se Appellant
and emailing it to other counsel of record at the address noted below:

Angela T. Franks, P.O. Box 983, Columbia, SC 29202
January N. Taylor, Esq. (jtaylor@mtglaw.com)



Dean A. Hayes, SC Bar #66066
Co-Counsel for Respondent U.S. Bank Trust
National Association, as Trustee of the Tiki
Series IV Trust

WHEREFORE, Respondent prays for an order extending the time in which to file and serve its initial brief and designation of matter until February 10, 2025.

Respectfully Submitted,

s/ Dean A. Hayes

Dean A. Hayes (SC Bar # 66066)

McCabe, Trotter & Beverly, PC

4500 Fort Jackson Blvd., Ste 335

Columbia, SC 29209

Main: (803) 724-5000

Direct: (803) 724-5006

Email: dean.hayes@mccabetrotter.com

*Attorney for U.S. Bank Trust National Association,
as Trustee of the Tiki Series IV Trust*

January 16, 2025
Columbia, South Carolina

Physical/Mailing Address:
4500 Ft. Jackson Blvd., Suite 335
Columbia, South Carolina 29209

Locations In:
Columbia, SC
Mount Pleasant, SC



McCABE, TROTTER & BEVERLY, P.C.

www.McCabeTrotter.com
Phone: (803) 724-5000
Fax: (803) 724-5001

Dean A. Hayes
Shareholder

dean.hayes@mccabetrotter.com

January 16, 2025

Via Email: ctappfilings@sccourts.org

Jenny Abbott Kitchings
Clerk of Court
1220 Senate Street
Columbia, SC 29201

Re: U.S. Bank Trust National Association, as Trustee of the Tiki Series IV Trust v. Angela Franks
Appellate Case No.: 2024-00917

Dear Ms. Kitchings:

I am making an appearance in this action as co-counsel on behalf of the respondent, U.S. Bank Trust National Association, as Trustee of the Tiki Series IV Trust. My contact information: McCabe, Trotter & Beverly, P.C., 4500 Fort Jackson Blvd., Suite 335, Columbia, SC 29209; direct office phone: (803) 724-5006; and email: dean.hayes@mccabetrotter.com. My SC Bar number: 66066.

Sincerely,


Dean A. Hayes

DAH/dah

cc: Angela Franks (by regular mail)
January N. Taylor, Esq. (email)

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
CASE NO.: 2022-CP-40-02905

U.S. Bank Trust National Association, as
Trustee of the Tiki Series IV Trust,

Plaintiff,

v.

CERTIFICATE OF SERVICE

Angela T. Franks aka Angela Thomasina
Franks, CMS Roofing, LLC;

Defendant(s).

I HEREBY CERTIFY that a copy of the herein below listed pleadings were served upon the Defendants by depositing in the United States Mail, proper postage affixed thereto, a true and accurate copy thereof on March 25, 2024.

PLEADING: Notice of Hearing

PARTIES SERVED:

Angela T. Franks aka Angela Thomasina
Franks
464 Annondale Road
Columbia, SC 29212

CMS Roofing, LLC,
Mr. Michael J. Curcio, Registered Agent
530 Vision Court
Irmo, SC 29063

March 25, 2024

By: Irene Kovalsky
Irene Kovalsky, Paralegal



THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Joseph M. Strickland, Master-in-Equity

Appellate Case No. 2024-000917

U.S. Bank Trust National Association, as Trustee of the Tiki Series IV Trust, ...
.....Respondent,

v.

Angela T. Franks, ...
.....Appellant.

RESPONDENT'S MOTION TO DISMISS APPEAL

Dean A. Hayes
McCabe, Trotter & Beverly, P.C.
4500 Fort Jackson Blvd., Ste. 335
Columbia, SC 29209
Phone: (803) 724-5000
dean.hayes@mccabetrotter.com
Attorney for Respondent

January Taylor
McMichael Taylor Gray, LLC
3550 Engineering Drive, Ste. 260
Peachtree Corners, GA 30092
Phone: (470) 474-7149
jtaylor@mtglaw.com
Attorney for Respondent

Angela T. Franks
P.O. Box 983
Columbia, SC 29202
Phone: (803) 466-3005
Pro Se Appellant

MOTION TO DISMISS APPEAL

This is a mortgage foreclosure action in which the appellant, Angela T. Franks ("Franks"), has appealed the master-in-equity's judgment of foreclosure and sale entered on May 15, 2024. Franks filed her initial brief and designation of matter in this appeal on December 9, 2024. By an order dated January 21, 2025, the respondent, U.S. Bank Trust National Association, as Trustee of the Tiki Series IV Trust ("U.S. Bank"), was granted until February 10, 2025, to file its initial brief. On February 7, 2025, U.S. Bank filed a motion to dismiss Franks's appeal based on Franks's failure to comply the requirements for filing an initial brief and designation of matter. On April 8, 2025, the court of appeals issued an order denying the motion to dismiss but striking Franks's initial brief and designation of matter. The April 8, 2025, order required Franks, within twenty days, to serve and file an amended initial brief and designation of matter that substantially comply with the South Carolina Appellate Court Rules. On April 25, 2025, Franks filed a motion for extension of time to file her amended initial brief and designation of matter, and by an order issued on April 28, 2025, the court of appeals granted this motion. Franks filed a second motion for an extension of time to file her amended initial brief and designation of matter on May 28, 2025, and by an order issued on May 29, 2025, the court of appeals granted Franks's motion. On July 1, 2025, Franks filed her amended initial brief and designation of matter. On July 28, 2025, Franks filed a motion to submit a revised amended initial brief. U.S. Bank, on July 29, 2025, filed a motion for an extension of time to file and serve a response to Franks's amended initial brief. On September 2, 2025, the court of appeals issued an order granting Franks's motion to amend her amended initial brief and designation of matter and accepting the amended initial brief and designation of matter "as filed." The September 2, 2025, order required U.S. Bank to serve and file its initial brief and designation

of matter within thirty days. U.S. Bank again moves to dismiss Franks's appeal based on Franks's failure to comply with the requirements for filing an initial brief and designation of matter.

A copy of Franks's amended initial brief is attached as exhibit A. A cursory review of the brief reveals it does not comply with the requirements set forth in Rule 208 of the South Carolina Appellate Court Rules. Rule 208(b)(1)(C) provides the following requirements for the statement of the case in the appellant's initial brief:

The statement shall contain a concise history of the proceedings, insofar as necessary to an understanding of the appeal. The statement shall not contain contested matters and *shall contain, as a minimum*, the following information: the date of the commencement of the action or matter; the nature of the action or matter; the nature of the defense or of the response; the action of the court, jury, master, or administrative tribunal; the date(s) of the trial or hearing; the mode of the trial; the amount involved on the appeal; the date and nature of the order, judgment or decision appealed from; the date of and service of the notice of appeal; the date of and description of such orders, judgments, decisions, and proceedings of the lower court or administrative tribunal that may have affected the appeal, or may throw light upon the questions involved in the appeal; and any changes made in the parties by death, substitution, or otherwise. Any matters stated or alleged in appellant's statement shall be binding on appellant.

Rule 208(b)(1)(C), SCRCR (emphasis added). A review of the statement of the case in Franks's amended initial brief reveals that the only required information that Franks sets forth is the nature of the case; that it's a foreclosure case. None of the other required information is provided. The information provided in the statement of the case is mostly allegations that provide virtually no information regarding the history of the proceedings.

The standard of review in Franks's amended initial brief also fails to comply with the requirements of the South Carolina Appellate Court Rules. The South Carolina Appellate Court Rules require an appellant's initial brief to "concisely set forth the applicable standard of review with citations to relevant case law establishing the standard." Rule 208(b)(1)(D), SCACR. In Franks's initial brief, the standard of review is just requesting that the appellate court review certain

matters. There is no standard of review provided, nor are there any “citations to relevant case law establishing the standard.”

The arguments in Franks’s amended initial brief are also deficient. All the arguments are two to four sentence conclusory statements without any citations to authority. “South Carolina Appellate Court Rules specify what is required in the arguments section for an appellant’s brief: ‘The brief shall be divided into as many parts as there are issues to be argued. At the head of each part, the particular issue to be addressed shall be set forth in distinctive type, followed by discussion and citation of authority.’” *Ellie, Inc. v. Miccichi*, 358 S.C. 78, 99, 594 S.E.2d 485, 496 (Ct. App. 2004) (citing Rule 208(b)(1)(D), SCACR). “Numerous cases have held that where an issue is not argued within the body of the brief but is only a short conclusory statement, it is abandoned on appeal.” *Id.* (citing *Glasscock, Inc. v. United States Fid. & Guar. Co.*, 348 S.C. 76, 81, 557 S.E.2d 689, 691 (Ct. App. 2001); *R & G Constr., Inc. v. Lowcountry Reg’l Transp. Auth.*, 343 S.C. 424, 437, 540 S.E.2d 113, 120 (Ct. App. 2000); *Welch v. Epstein*, 342 S.C. 279, 288 n.1, 536 S.E.2d 408, 412 n.1 (Ct. App. 2000)). *See also Broom v. Jennifer*, 403 S.C. 96, 115, 742 S.E.2d 382, 391 (2013) (“Issues raised in a brief but not supported by authority may be deemed abandoned and not considered on appeal.”). The arguments in Franks’s amended initial brief are short conclusory statements that do not set forth any citations to authority. The five “parts” in the arguments section do not set forth the issue being addressed. Therefore, Franks’s appeal should be dismissed.

In *Henning v. Kay*, 307 S.C. 436, 415 S.E.2d 794 (1992), the appellants had filed their initial brief, and the respondent moved to dismiss the appeal based on the appellants’ failure to comply with the South Carolina Appellant Court Rules in preparing the brief and in the designation

MOTION TO DISMISS APPEAL

This is a mortgage foreclosure action in which the appellant, Angela T. Franks ("Franks"), has appealed the master-in-equity's judgment of foreclosure and sale entered on May 15, 2024. Franks filed her initial brief and designation of matter in this appeal on December 9, 2024. By an order dated January 21, 2025, the respondent, U.S. Bank Trust National Association, as Trustee of the Tiki Series IV Trust ("U.S. Bank"), was granted until February 10, 2025 to file its initial brief. U.S. Bank moves to dismiss Franks's appeal based on Franks's failure to comply with the requirements for filing an initial brief and designation of matter.

A copy of Franks's initial brief is attached as exhibit A. A cursory review of the brief reveals it does not comply with the requirements set forth in Rule 208 of the South Carolina Appellate Court Rules. Rule 208(b)(1)(C) provides the following requirements for the statement of the case in the appellant's initial brief:

The statement shall contain a concise history of the proceedings, insofar as necessary to an understanding of the appeal. The statement shall not contain contested matters and *shall contain, as a minimum*, the following information: the date of the commencement of the action or matter; the nature of the action or matter; the nature of the defense or of the response; the action of the court, jury, master, or administrative tribunal; the date(s) of the trial or hearing; the mode of the trial; the amount involved on the appeal; the date and nature of the order, judgment or decision appealed from; the date of and service of the notice of appeal; the date of and description of such orders, judgments, decisions, and proceedings of the lower court or administrative tribunal that may have affected the appeal, or may throw light upon the questions involved in the appeal; and any changes made in the parties by death, substitution, or otherwise. Any matters stated or alleged in appellant's statement shall be binding on appellant.

Rule 208(b)(1)(C), SCRCR (emphasis added). A review of the statement of the case in Franks's initial brief reveals that it is mostly a statement of allegations that contains virtually no information regarding the foreclosure case.

The standard of review in Franks's initial brief also fails to comply with the requirements of the South Carolina Appellate Court Rules. The South Carolina Appellate Court Rules require an appellant's initial brief to "concisely set forth the applicable standard of review with citations to relevant case law establishing the standard." Rule 208(b)(1)(D), SCACR. In Franks's initial brief, the standard of review is just requesting that the appellate court review certain matters. There is no standard of review provided, nor are there any "citations to relevant case law establishing the standard."

Even more important than the deficiencies with Franks's statement of the case and standard of review is the fact that Franks's brief contains no arguments. "South Carolina Appellate Court Rules specify what is required in the arguments section for an appellant's brief: 'The brief shall be divided into as many parts as there are issues to be argued. At the head of each part, the particular issue to be addressed shall be set forth in distinctive type, followed by discussion and citation of authority.'" *Ellie, Inc. v. Miccichi*, 358 S.C. 78, 99, 594 S.E.2d 485, 496 (Ct. App. 2004) (citing Rule 208(b)(1)(D), SCACR). "Numerous cases have held that where an issue is not argued within the body of the brief but is only a short conclusory statement, it is abandoned on appeal." *Id.* (citing *Glasscock, Inc. v. United States Fid. & Guar. Co.*, 348 S.C. 76, 81, 557 S.E.2d 689, 691 (Ct. App. 2001); *R & G Constr., Inc. v. Lowcountry Reg'l Transp. Auth.*, 343 S.C. 424, 437, 540 S.E.2d 113, 120 (Ct. App. 2000); *Welch v. Epstein*, 342 S.C. 279, 288 n.1, 536 S.E.2d 408, 412 n.1 (Ct. App. 2000)). *See also Broom v. Jennifer*, 403 S.C. 96, 115, 742 S.E.2d 382, 391 (2013) ("Issues raised in a brief but not supported by authority may be deemed abandoned and not considered on appeal."). As stated above, Franks's brief does not set forth any arguments.

In *Henning v. Kay*, 307 S.C. 436, 415 S.E.2d 794 (1992), the appellants had filed their initial brief, and the respondent moved to dismiss the appeal based on the appellants' failure to

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Joseph M. Strickland, Master-in-Equity

Appellate Case No. 2024-000917

U.S. Bank Trust National Association, as Trustee of the Tiki Series IV Trust, ...
.....Respondent,

v.

Angela T. Franks, ...
.....Appellant.

RESPONDENT'S MOTION TO DISMISS APPEAL

Dean A. Hayes
McCabe, Trotter & Beverly, P.C.
4500 Fort Jackson Blvd., Ste. 335
Columbia, SC 29209
Phone: (803) 724-5000
dean.hayes@mccabetrotter.com
Attorney for Respondent

January Taylor
McMichael Taylor Gray, LLC
3550 Engineering Drive, Ste. 260
Peachtree Corners, GA 30092
Phone: (470) 474-7149
jtaylor@mtglaw.com
Attorney for Respondent

Angela T. Franks
P.O. Box 983
Columbia, SC 29202
Phone: (803) 466-3005
Pro Se Appellant

comply with the South Carolina Appellant Court Rules in preparing the brief and in the designation of matter. *Id.* at 437-38, 415 S.E.2d at 794-95. The Supreme Court, in reviewing appellants' brief, stated:

Appellant's brief fails to comply with the Rule 207 [now Rule 208, SCACR] in the following particulars: the components of the brief are incorrectly organized and labeled, the issues are not distinctively headed, the table of authorities is not alphabetized or referenced to the body of the brief, the statement of the case contains contested matter and omits required information, and the arguments contain no citations to the record or to the cases listed in the table of authorities.

Id. at 437, 415 S.E.2d at 794. The Court further stated "that the South Carolina Appellate Court Rules are not mere technicalities but provide the parties with an orderly mechanism through which to guide the appeals in this State," and that it was incumbent upon the appellant "to provide material that complies with the Rules and facilitates appellate review." *Id.* The Court stated that it "would be completely justified in dismissing this appeal based on appellant's numerous violations of the Rules." *Id.*

Franks's brief, like the appellant's brief in *Henning*, is incorrectly organized and labeled, the issues are not distinctly headed, and the table of authorities is not alphabetized. Even worse, there is no body in Franks's brief that contains arguments, much less any arguments citing to the record and to cases to support the arguments.

Franks's designation of matter to be included in the record on appeal, which is attached as exhibit B, also completely fails to comply with the South Carolina Appellate Court Rules. Rule 209 provides that the designation of matter "shall set forth with specificity those parts of the transcript, pleadings, orders, exhibits, or other materials which he proposes to include in the record on appeal." Rule 209(a), SCACR. In *Henning*, the Court stated that the record on appeal "shall not include any matter not presented to the

trial court.” *Id.* For this reason, the designation of matter to include in the record on appeal should not include matter not presented to the trial court.

A review of Franks’s designation of matter reveals that much of the designated material, such as “emails from Kondaur Capital,” “copies of cancelled checks to demonstrate successful completion,” qualified written requests to SC Community Bank, and copies of telephone logs with prior servicers of the mortgage are documents that were not presented to the master-in-equity. As shown by the master’s order and judgment of foreclosure and sale dated May 15, 2024 from which Franks appeals, Franks was held in default and was therefore unable to present any evidence to the master-in-equity. Therefore, Franks cannot include this matter in her designation of matter.

A review of Franks’s brief and designation of matter reveals that they do not comply with the requirements of the South Carolina Appellate Court Rules. It is also evident that there is no way for U.S. Bank to be able to reasonably respond to Franks’s brief. For these reasons, Frank’s appeal should be dismissed.

Respectfully submitted,

/s/ Dean A. Hayes

Dean A. Hayes, S.C. Bar #66066

McCabe, Trotter & Beverly, P.C.

4500 Fort Jackson Boulevard, Suite 335

Columbia, SC 29209

Phone: 803-724-5000

Email: dean.hayes@mccabetrotter.com

Attorney for Respondent

February 7, 2025

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
CASE NO.: 2022-CP-40-02905

U.S. Bank Trust National Association, as
Trustee of the Tiki Series IV Trust,

Plaintiff,

v.

NOTICE OF HEARING

Angela T. Franks aka Angela Thomasina
Franks, CMS Roofing, LLC;

Defendants.

TO THE DEFENDANTS NAMED ABOVE:

YOU WILL PLEASE TAKE NOTICE that a final hearing will be held in the within captioned matter before the Honorable Joseph M. Strickland, Richland County Master in Equity, at Richland County Judicial Center, 1701 Main Street, Courtroom 2D, Columbia, SC 29201 on April 9, 2024 at 11:30AM. Please note that the hearing is limited to the attorneys, named parties, and any necessary witnesses, as required by South Carolina Supreme Court Administration Order 2020-04-22-01 (RE: Operation of the Trial Courts During the Coronavirus Emergency). Also, everyone attending the hearing must, at all times, wear a mask or other facial covering, as required by South Carolina Supreme Court Administrative Order 2020-04-30-02 (RE: Statewide Evictions and Foreclosures). Social distancing guidelines will be enforced by the Court.

Most importantly, if you plan to attend the hearing, please contact our office at 404-474-7149 or the Court at 803-576-1900 within 48 hours of the scheduled hearing date and time referenced above, so Court personnel may be alerted as to your attendance. **ONLY NAMED DEFENDANTS AND/OR THEIR ATTORNEYS WILL BE ALLOWED ACCESS TO THE JUDICIAL CENTER AND/OR HEARING LOCATION.**

Additionally, if you plan to join or attend this hearing, we would respectfully appreciate your sending an email to info@mtglaw.com or leaving a message for the undersigned at 404-474-7149. (This is for the purpose of notifying you in the event that the hearing is cancelled.)

You will also take notice that the Plaintiff's attorney will submit written testimony on behalf of the Plaintiff pursuant to South Carolina Code §14-11-110. All issues raised in the pleadings will be decided at this hearing.



STATE OF SOUTH CAROLINA)

LOST MORTGAGE SATISFACTION

COUNTY OF RICHLAND)

Elliot E. Franks, III and Angela T. Franks)

MORTGAGE:

Dated: December 30, 2004

Amount: \$60,000.00

Date Recorded: January 11, 2005

Book / Page: 1014 / 1130

Present Holder: SC Community Bank

to)

SC Community Bank)

Mortgagee(s).)

The undersigned, being the owner and holder of the above-described mortgage, acknowledges that the debt, which was secured thereby, has been paid in full and that the lien of the mortgage is satisfied and canceled.

Date: February 28, 2014

SC Community Bank

Witness

Rudella B. Robinson
Witness

Walter G. Taylor
By: Walter G. Taylor
Its: Vice President

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF RICHLAND)

Personally appeared before me, the undersigned witness, who first being duly sworn, says that s/he saw the within-named Owner/Holder sign, seal and deliver the within Lost Mortgage Satisfaction, and that s/he, with the other witness whose signature appears above, witnessed the execution thereof.

Sworn to and subscribed before me this

28th day of February, 2014.

Rudella B. Robinson L. S.
Notary Public for South Carolina
My Commission Expires: August 24, 2019

Witness

Book 1933-839

2014019259 03/19/2014 14:44:54:300

Lost Mortgage Satisfaction

Fee: \$5.00

County Tax: \$0.00

State Tax: \$0.00



2014019259 John T. Hopkins II

Richland County R.O.D.

STATE OF SOUTH CAROLINA)

AFFIDAVIT OF LOST MORTGAGE

COUNTY OF RICHLAND)

Personally appeared before me, the undersigned, who being duly sworn, says that the above designated Owner/Holder is the bona fide Owner and Holder of the above described mortgage; that the original mortgage has been lost and cannot be found; that the mortgage has not been assigned, hypothecated or disposed of otherwise.

Sworn to and subscribed before me this

28th day of February, 2014.

Rudella B. Robinson L. S.
Notary Public for South Carolina
My Commission Expires: August 24, 2019

SC Community Bank

Walter G. Taylor
By: Walter G. Taylor
Its: Vice President

Document prepared by Hugh M. Cooper, Attorney at Law
File #: Franks, Angela (2010)

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Joseph M. Strickland, Master-in-Equity

Appellate Case No. 2024-000917

U.S. Bank Trust National Association, as Trustee of the Tiki Series IV Trust, ...
.....Respondent,

v.

Angela T. Franks, ...
.....Appellant.

RESPONDENT'S BRIEF

Dean A. Hayes
McCabe, Trotter & Beverly, P.C.
4500 Fort Jackson Blvd., Ste. 335
Columbia, SC 29209
Phone: (803) 724-5000
dean.hayes@mccabetrotter.com
Attorney for Respondent

January Taylor
McMichael Taylor Gray, LLC
3550 Engineering Drive, Ste. 260
Peachtree Corners, GA 30092
Phone: (470) 474-7149
jtaylor@mtglaw.com
Attorney for Respondent

Angela T. Franks
P.O. Box 983
Columbia, SC 29202
Phone: (803) 466-3005
Pro Se Appellant

TABLE OF CONTENTS

Table of Cases, Statutes, and Other Authorities
Statement of Issues on Appeal
Statement of the Case
Standard of Review
Arguments

Table of Authorities

Cases

Bank of Am. v. Draper, 405 S.C. 214, 746 S.E.2d 478 (Ct. App. 2013)

Beckman Concrete Contractors, Inc. v. United Fire and Cas. Co., 360 S.C. 127, 600 S.E.2d 76 (Ct. App. 2004)

Bryson v. Bryson, 378 S.C. 502, 662 S.E.2d 611 (Ct. App. 2008).

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

Glasscock, Inc. v. U.S. Fid. & Guar. Co., 348 S.C. 76, 557 S.E.2d 689 (Ct. App. 2001).

Hayne Fed. Credit Union v. Bailey, 327 S.C. 242, 489 S.E.2d 472 (1997)

I'On, LLC v. Town of Mount Pleasant, 338 S.C. 406, 526 S.E.2d 716 (2000)

Lowcountry Open Land Trust v. Charleston S. Univ., 376 S.C. 399, 656 S.E. 775 (Ct. App. 2008)

McEachern v. Black, 329 S.C. 642, 496 S.E.2d 659 (Ct. App. 1997)

Pinckney v. Warren, 344 S.C. 382, 544 S.E.2d 620 (2001)

Sealy v. Dodge, 289 S.C. 543, 347 S.E.2d 504 (1986)

Summer v. Carpenter, 328 S.C. 36, 492 S.E.2d 55 (1997)

Rules

Rule 8, SCRCP

Statutes

28 U.S.C. § 1334 (2022)

STATEMENT OF ISSUES

- I. Should Franks's appeal be dismissed because the master-in-equity's order and judgment of foreclosure and sale did not address the issues raised by Franks in the appeal, and Franks failed to file a Rule 59(e), SCRCR, motion?
- II. Should Franks be deemed to have abandoned her issues on appeal because her initial brief does not contain any arguments to support her issues?
- III. Did the master-in-equity err by not holding the current foreclosure action is barred by res judicata?
- IV. Did the master-in-equity err in failing to find U.S. Bank did not validate the debt?
- V. Did the master-in-equity err by not holding U.S. Bank violated RESPA?
- VI. Did U.S. Bank violate the bankruptcy's automatic stay?

STATEMENT OF THE CASE

This is an appeal of an order granting judgment in a mortgage foreclosure action. On June 6, 2022, U.S. Bank Trust National Association, as Trustee of the Tiki Series IV Trust ("U.S. Bank") filed a lis pendens, summons and complaint in this case against the defendants, Angela T. Franks a/k/a Angela Thomasina Franks ("Franks") and CMS Roofing, LLC. (Lis Pendens, Summons and Complaint). U.S. Bank also filed, on June 6, 2022, a certification of compliance with the Coronavirus Aid, Relief, and Economic Security (CARES) Act. U.S. Bank's complaint alleged, among other things, that, on or about August 16, 2010, Franks executed and delivered to SC Community Bank a promissory note ("Note") whereby Franks promised to pay to SC Community Bank, or its assigns, the principal amount of \$56,600.00, plus interest at a variable rate and that the Note had subsequently been assigned to U.S. Bank. The complaint further alleged that the Note was secured by a mortgage ("Mortgage"), also executed by Franks on August 16, 2010, on property having the address of 1205 Columbia College Drive, Columbia, SC 29203 (Property"). (Complaint p. 2). The complaint also alleged that Franks had failed to make the monthly payments due on the Note, that the principal amount of \$49,648.21 was due on the Note, plus interest at the rate of 6.5% per annum from the default date of April 1, 2020, and that U.S. wished to foreclose on the Mortgage. (Complaint p. 4-5). CMS Roofing, LLC was named as a defendant in the action because it held a judgment lien against the Property. (Complaint p. 6).

On June 9, 2022, Franks was personally served with the lis pendens, summons and complaint, and certificate of compliance with the CARES Act. (Affidavit of Service). U.S. Bank filed with the court, on June 13, 2022, a certificate that the Property was non-owner occupied, and this certificate was mailed to Franks that same day. (Certificate of Non-Owner Occupancy and Certificate of Mailing). On July 15, 2022, U.S. Bank filed with the court the following documents:

Reference
10/11
2014

Cons
Judgment
Satisfy

an affidavit of default; and affidavit of non-military service; and a motion for an order of reference to the master-in-equity. (Affidavit of Default, Affidavit of Non-Military Service and Motion for Order of Reference). The order of reference was issued on July 19, 2022, referring the case to Joseph M. Strickland, the master-in-equity for Richland County. (Order of Reference).

Franks filed Chapter 13 bankruptcy on September 6, 2022, so on September 8, 2022, U.S. Bank filed a motion to stay the foreclosure case because of the bankruptcy filing. (Motion to Stay Case, including Exhibit). The court issued an order staying the foreclosure case on September 9, 2022. (Order of Stay). U.S. Bank was granted relief from the bankruptcy stay by an order filed by the bankruptcy court on February 6, 2023, therefore, on May 5, 2023, U.S. Bank filed a motion to restore the foreclosure case to the active roster. (Motion to Restore, including Exhibit). The foreclosure case was restored to the active roster by an order filed on May 18, 2023. (Order to Restore). Reason for stay -

After Franks filed another Chapter 13 bankruptcy case on July 3, 2023, U.S. Bank, on July 12, 2023, filed another motion to stay the foreclosure case due to the bankruptcy. (Second Motion to Stay, including Exhibit). On July 13, 2023, the court issued an order staying the foreclosure case. (Order of Stay). The bankruptcy court issued an order on September 25, 2023, dismissing Franks's bankruptcy case with prejudice and prohibiting Franks from refiling for a year, and based on this order, U.S. Bank filed a motion to restore the foreclosure case on February 4, 2024. (Second Motion to Restore, including Exhibit). An order was issued on February 16, 2024, restoring the foreclosure case. (Second Order to Restore).

By a notice of hearing filed on March 25, 2024 and mailed to Franks that same day, U.S. Bank notified Franks of the foreclosure hearing scheduled for April 9, 2024. (Notice of Hearing, including Certificate of Mailing). On April 8, 2024, U.S. Bank filed the following documents with

where is the note? what is the Refinancer
the court: Note; Mortgage; assignment of commercial mortgage; assignment of leases and rents; affidavit of attorney's fees and costs; assignment of leases and rents; and loan modification agreement). (Note; Mortgage; Assignment of Commercial Mortgage; Assignment of Leases and Rents; Affidavit of Attorney's Fees and Costs; Assignment of Leases and Rents; and Loan Modification Agreement). Franks filed a request for continuance of the April 9, 2024 hearing, and the hearing was continued. (Request for Continuance).

PAST
GWR
The foreclosure hearing was rescheduled for 11:00 a.m. on May 14, 2024, and by a notice of hearing filed with the court on April 18, 2024 and mailed to Franks that same day, Franks was notified of the new hearing date. (Notice of Hearing and Certificate of Mailing). On May 10, 2024, U.S. Bank filed with the court another affidavit of attorney's fees and costs. (Affidavit of Attorney's Fees and Costs). At 10:41 a.m. on May 14, 2024, nineteen minutes before the foreclosure hearing, Franks filed the following documents with the court: an answer to summons and complaint; motion to dismiss; and "request for certified payoff." (Answer to Summons and Complaint; Motion to Dismiss; and Request for Certified Payoff). The foreclosure hearing on May 14, 2024, went forward, without a court reporter, and on May 15, 2024, the master-in-equity issued an order and judgment of foreclosure and sale ("Judgment") granting U.S. Bank's request for foreclosure. (Master's Order and Judgment of Foreclosure and Sale). Franks did not file a Rule 59(e), SCRCR, motion with regard to the Judgment, but on May 31, 2024, Franks did file a notice of intent to appeal with the court of appeals. (Notice of Intent to Appeal).
frank's was called by the judge
to present evidence
objection and letter to the judge
May 24, 2024 judge

STANDARD OF REVIEW

"A mortgage foreclosure is an action in equity." *Hayne Fed. Credit Union v. Bailey*, 327 S.C. 242, 248, 489 S.E.2d 472, 475 (1997). In an appeal from an action in equity, tried by a judge alone, the appellate court may find facts in accordance with its own view of the preponderance of the evidence. *Lowcountry Open Land Trust v. Charleston S. Univ.*, 376 S.C. 399, 407, 656 S.E.2d

775, 779 (Ct. App. 2008). However, this broad scope of review does not require an appellate court to disregard the findings of the trial court or to ignore that the trial court is in a better position to assess the credibility of the witnesses. *Pinckney v. Warren*, 344 S.C. 382, 387, 544 S.E.2d 620, 623 (2001). Moreover, the appellant is not relieved of the burden of convincing the appellate court that the trial court committed error in its findings. *Id.* at 387-88, 544 S.E.2d at 623. The appellate court may decide questions of law in an equity case without any particular deference to the trial court. *ION, LLC v. Town of Mount Pleasant*, 338 S.C. 406, 411, 526 S.E.2d 716, 719 (2000) (citing S.C. Code Ann. § 14-8-200 (Supp. 1998)).

ARGUMENTS

1. Franks's appeal should be dismissed because the master-in-equity's order and judgment of foreclosure and sale did not address the issues raised by Franks in her appeal, and Franks failed to file a Rule 59(e), SCRCP, motion.

In Franks's brief, she sets forth twenty issues on appeal. (Appellant's Amended Brief). A review of the Judgment issued by the master-in-equity reveals that none of these issues were addressed in the Judgment. (Master's Order and Judgment of Foreclosure and Sale). The Judgment found U.S. Bank to be holder of the Note and therefore entitled to foreclose on the Mortgage. (Master's Order Judgment of Foreclosure and Sale). The Judgment also determines the amount of the debt. (Master's Order Judgment of Foreclosure and Sale). However, the Judgment does not address the twenty issues set forth in Franks's brief. (Master's Order and Judgment of Foreclosure and Sale). Since the issues raised in Franks's appeal were not ruled on by the master-in-equity, Franks was required to file a Rule 59(e), SCRCP, motion in order to preserve the issues for appeal. *See Sumner v. Carpenter*, 328 S.C. 36, 43, 492 S.E.2d 55, 58 (1997) ("[W]here trial judge did not explicitly rule on issue at trial and party did not make Rule 59(e), SCRCP, motion to amend for a ruling, it is error for an appellate court to consider the issue.") (citing *Noisette v. Ismail*,

304 S.C. 56, 403 S.E.2d 122 (1991)); *Equivest Fin., LLC v. Ravenel*, 422 S.C. 499, 505, 812 S.E.2d 438, 441 (Ct. App. 2018) (“In order for an issue to be preserved for appellate review, it must have been raised to and ruled upon by the trial court. Issues not raised and ruled upon in the trial court will not be considered on appeal.”) (citing *S.C. Dep’t of Transp. v. First Carolina Corp. of S.C.*, 372 S.C. 295, 301-02, 641 S.E.2d 903, 907 (2007); *Linda Mc Co. v. Shore*, 375 S.C. 432, 438, 653 S.E.2d 279, 282 (Ct. App. 2007)). Because the Judgment did not address the issues Franks raises on her appeal and Franks did not file the Rule 59(e) motion regarding those issues, the issues are not preserved for appellate review. Franks’s appeal should therefore be dismissed.

- II. Franks should be deemed to have abandoned the issues in her appeal because her brief does not contain any supporting authority to her arguments.

A review of Franks’s brief reveals she cites no authority to support her arguments. Since Franks cites no authority to support her arguments, her issues are deemed to be abandoned.

“An issue is deemed abandoned and will not be considered on appeal if the argument is raised in a brief but not supported by authority.” *Bryson v. Bryson*, 378 S.C. 502, 510, 662 S.E.2d 611, 615 (Ct. App. 2008). “[S]hort, conclusory statements made without supporting authority are deemed abandoned on appeal and therefore not presented for review.” *Glasscock, Inc. v. U.S. Fid. & Guar. Co.*, 348 S.C. 76, 81, 557 S.E.2d 689, 691 (Ct. App. 2001). “When a party provides no legal authority regarding a particular argument, the argument is deemed abandoned and the court will not address the merits of the issue.” *Equivest Fin., LLC v. Ravenel*, 422 S.C. 499, 506, 812 S.E.2d 438, 441 (Ct. App. 2018) (citing *State v. Lindsey*, 394 S.C. 354, 363, 714 S.E.2d 554, 558 (Ct. App. 2011)).

In her brief, Franks has failed to cite any supporting authority for her arguments, therefore, Franks has abandoned her arguments and the issues she raises in her brief.

III. The master-in-equity did not err by failing to hold the current action is barred by res judicata. *by dismissal of res judicata*

For the reasons set forth above in U.S. Bank's first two arguments, the court of appeals should not consider the arguments and issues Franks sets forth in her brief. If Franks's arguments are considered by the court of appeals, Franks's first argument, that the master-in-equity erred by allowing the current foreclosure action because the current action was barred by res judicata, is without merit. Franks argues that the current case is barred because a 2017 foreclosure case, case number 2017-CP-40-03489, was dismissed without prejudice, therefore, according to Franks, res judicata bars U.S. Bank from maintaining the current action. (Consent Dismissal of 2017 Case).

"In order to establish a plea of res judicata, three elements must be established: (1) identity of the parties; (2) identity of the subject matter; and (3) adjudication of the issue in the former suit." *Sealy v. Dodge*, 289 S.C. 543, 545, 347 S.E.2d 504, 505 (1986) (citing *Lowe v. Clayton*, 264 S.C. 75, 212 S.E.2d 582 (1975)). The 2017 case was a foreclosure action between the Franks and U.S. Bank's predecessor in interest, thereby satisfying the first two elements of res judicata.

See Comment Book However, the case was dismissed without prejudice (Consent Stipulation of Dismissal of 2017 Case). A dismissal without prejudice is not an adjudication on the merits, so the third element of res judicata is not satisfied in this case. *See McEachern v. Black*, 329 S.C. 642, 651, 496 S.E.2d 659, 663 (Ct. App. 1997) (because the dismissal was made without prejudice, res judicata does not apply). Therefore, Franks's argument that the current action is barred by res judicata is without merit. *A*

IV. The master-in-equity did not err by failing to find U.S. Bank did not validate the debt.

Franks's second and third arguments are that U.S. Bank failed to validate the debt because U.S. Bank failed to produce the original Note, "or any proof of debt validation," and failed to produce a witness at the hearing. (Appellant's Brief). Again, the court of appeals should not

consider this argument for the reasons set forth in U.S. Bank's first two arguments above. If the court of appeals does consider Franks's arguments, the court of appeals should reject Franks's second and third arguments.

First, by failing to respond to the complaint in this case, Franks was held in default, therefore, Franks admitted the allegations that U.S. Bank was the holder of the Note, the terms of the Note and Mortgage, the date Franks defaulted on the payments required by the Note, the interest rate and the other allegations regarding the debt. (Affidavit of Default, Complaint and Judgment). Rule 8(d), SCRCP. The complaint set forth allegations regarding Franks's execution of the Note and Mortgage and the terms of the Note and Mortgage. (Complaint). The complaint also set forth the following paragraph:

There is now due and owing and unpaid upon the Note and Mortgage the full and just principal sum of \$49,648.21 "unpaid principal balance", together with interest thereon at the rate of 6.5% per annum due from and after "default date" of 04/01/2020, together with the sum of any advances made, or to be made, by the Plaintiff for taxes, insurance premiums or any other purpose chargeable pursuant to the Mortgage, including, but not limited to, late charges, collection costs, and reasonable attorney's fees and the costs of this action.

(Complaint para. 27). Since the principal amount and the interest rate are set forth, along with the date from which the interest is calculated, the principal and interest is a liquidated amount. *See Beckman Concrete Contractors, Inc. v. United Fire and Cas. Co.*, 360 S.C. 127, 131-32, 600 S.E.2d 76, ___ (Ct. App. 2004) ("Liquidated damages 'are damages the amount of which had been made certain and fixed either by the act and agreement of the parties or by operation of law to a sum which cannot be changed by the proof.'" (quoting 22 Am. Jur. 2d *Damages* § 489 (2003))). "They are also defined as damages the amount of which has been ascertained by judgment or by the specific agreement of the parties or which are susceptible of being made certain by mathematical calculation from known factors." *Id.* (quoting 22 Am. Jur. 2d *Damages* § 489 (2003)) (emphasis added).

In the Judgment, the principal amount set forth is \$49,648.21, and the amount of interest through the date of the hearing is \$13,561.44, which is obtained by multiplying the principal times the interest rate of 6.5% per annum times the days since the default date. (Master's Order and Judgment of Foreclosure and Sale).

Second, the original note is not generally required. "A duplicate is admissible to the same extent as an original unless (1) a genuine question is raised as to the authenticity of the original or (2) in the circumstances it would be unfair to admit the duplicate in lieu of the original." *Bank of Am. v. Draper*, 405 S.C. 214, 223, 746 S.E.2d 478, 482-83 (Ct. App. 2013) (quoting Rule 1003, SCRE). In this case, there was no genuine question as to the authenticity of the original, and it was not unfair to admit the duplicate in lieu of the original. The record in this case indicates that Franks, by filing bankruptcy twice and by filing multiple motions after she was in default, was only trying to extend the foreclosure action. There was never any dispute that U.S. Bank was entitled to enforce the Note and Mortgage and the calculation of the debt.

V. The master inequity did not err by not holding U.S. Bank violated RESPA.

Again, for the reasons set forth above in U.S. Bank's first two arguments, the court of appeals should not consider the argument that U.S. Bank violated RESPA. If the court of appeals does consider this argument, the court of appeals should deny it because Franks has offered no evidence to support this argument. The court of appeals should also deny this argument because RESPA is an affirmative defense that Franks was required to raise in a responsive pleading, but she failed to respond to the summons and complaint in this case. See Rule 8(c), SCRPC.

VI. U.S. Bank did not violate the bankruptcy's automatic stay.

For the reasons set forth above in U.S. Bank's first two arguments, the court of appeals should not consider the arguments and issues Franks sets forth in her brief. If the court of appeals considers Franks's argument that U.S. Bank's motion to lift the bankruptcy's automatic stay was

improper, the court should find this argument is without merit. The bankruptcy court and the federal district courts have original and exclusive jurisdiction over Title 11 of the United States Code. *See* 28 U.S.C. § 1334 (2022). Franks has offered no evidence that U.S. Bank violated the automatic stay in her bankruptcy cases. The bankruptcy court considered and granted U.S. Bank's motion to lift the automatic stay. (Order Lifting Stay and Order Denying Motion to Extend Stay and Dismissing Case with Prejudice for One (1) Year). Since the bankruptcy court has jurisdiction over Franks's bankruptcy case, if Franks disagreed with the bankruptcy court's orders, Franks was required to raise this issue in bankruptcy court or federal district court, *frank seek an appeal*, and the amount of interest through the date of the hearing is \$13,561.44, which is obtained by multiplying the principal times the interest rate of 6.5% per annum times the days since the default date. (Master's Order and Judgment of Foreclosure and Sale).

CONCLUSION

For the reasons set forth above, the court should deny the appeal filed by the appellant, Angela T. Franks.

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
CASE NO.: 2022-CP-40-02905

U.S. Bank Trust National Association,
as Trustee of the Tiki Series IV Trust,
Plaintiff,

**CERTIFICATE OF NON-OWNER
OCCUPANCY**

v.

Angela T. Franks aka Angela Thomasina
Franks; CMS Roofing, LLC,
Defendant(s).

The undersigned attorney for the Plaintiff has reviewed relevant documentation and/or information provided by the Plaintiff or other person or entity with knowledge regarding the occupancy of the residence that is secured by the mortgage which is the subject of this action. Based on the information provided, the undersigned attorney for the Plaintiff certifies counsel's conclusion that the residence is not "owner-occupied" as defined by South Carolina Supreme Court Administrative Order 2011-05-02-01. The undersigned has no personal knowledge and this certification is based on information and belief satisfactory to the undersigned.

June 11, 2022

By: s/ January N. Taylor

McMichael Taylor Gray, LLC

J. Pamela Price (SC Bar #14336) PPrice@mtglaw.com

John P. Fetner (SC Bar #77460) JFetner@mtglaw.com

Brian L. Campbell (SC Bar #74521) BCampbell@mtglaw.com

January Taylor (SC Bar #80069) JTaylor@mtglaw.com

Kimila L. Wooten (SC Bar No. 64516), kwooten@mtglaw.com

3550 Engineering Drive, Suite 260

Peachtree Corners, GA 30092

Telephone: (404) 474-7149

Facsimile: (404) 745-8121

Attorneys for Plaintiff

SC2022-00216



Book 2500-3222

2020029376 6/21/2020 00:15:14:240 Assignment of Mortgage

Fee: \$10.00 County Tax: \$0.00 State Tax: \$0.00

2020029376 John T. Hopkins II Richland County R.O.D.

WHEN RECORDED MAIL TO:

Meridian Asset Services

Attn: Doc Intake

3201 34th Street South, Ste 310

St Petersburg, FL 33711

[Space Above This Line For Recording Data]

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, Wilmington Savings-Fund Society, FSB, d/b/a Christiana Trust, not in its individual capacity but solely in its capacity as Owner Trustee of Matawin Ventures Trust Series 2017-2, having an address at 333 S Anita Dr., Suite 400, Orange, CA 92868, hereinafter called the "Assignor", its successors and assigns, hereby assigns, and transfers to MTGLQ INVESTORS L.P., having an address at 2001 Ross Ave, Ste 2800, Dallas, TX 75201, hereinafter called the "Assignee", its successors and assigns, all its right, title and interest in and to a certain Mortgage, executed by Angela T. Franks to S C Community Bank, and bearing the date of August 16, 2010 and interest recorded on August 18, 2010, as Instrument Number 2010054051, in Book 1625 on Page(s) 3444 of Official Records in the County Recorder's office of Richland County, State of South Carolina, describing land therein.

Commonly known as: 1205 COLUMBIA DRIVE, COLUMBIA, SC 29203

APN / Parcel Number: 09216 07 13

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage. The original principal amount due under this note(s) is \$56,600.00.

[Assignment Signature Page to Follow]

[Assignment Signature Page]

IN WITNESS WHEREOF, the Assignor has caused these presents to be signed by its duly authorized officer on April 7, 2020.

Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not in its individual capacity but solely in its capacity as Owner Trustee of Matawin Ventures Trust Series 2017-2, By Kondaur Capital Corporation, as Separate Trustee

By: _____

Hanh Nguyen, Collateral Manager

Witness #1: _____

Print Name: Mayra Vargas

Witness #2: _____

Print Name: Lorenzo Marin

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

STATE OF CALIFORNIA COUNTY OF ORANGE

On April 7, 2020 before me, S. Poole, a Notary Public personally appeared Hanh Nguyen who proved to me on the basis of satisfactory evidence to be the person(s) who name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as Collateral Manager of Kondaur Capital Corporation, and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

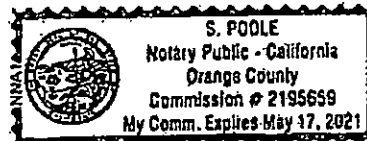
WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

Witness: _____

Mayra Vargas



Prepared By: Duy Ho
Kondaur Capital Corporation
333 South Aelia Drive, Suite 400, Orange, CA 92868
Loan Reference Number: _____

ALLONGE TO NOTE

NOTE AMOUNT: \$56,600.00

BORROWER NAME (S): Angela T Franks

PROPERTY ADDRESS: 1205 Columbia Drive, Columbia, SC 29203

NOTE DATE: August 16, 2010

PAY TO THE ORDER OF:

WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL
CAPACITY BUT SOLELY IN ITS CAPACITY AS OWNER TRUSTEE OF MATAWIN VENTURES TRUST
SERIES 2017-2

WITHOUT RECOURSE



SC Community Bank

Name: Miya Littlejohn

Title: CFO/Acting President

Additional Provisions

If this Note is secured by a security agreement, mortgage, deed of trust, trust deed, security deed or loan agreement of even or previous date, as set forth on page one hereof, it is subject to all the terms thereof. Additionally, the Lender may, upon deeming itself insecure or upon Borrower's default in payment or in the terms of this or any other agreement Borrower may have with Lender declare the entire principal amount due and payable. The Borrower severally waives demand, notice, and protest and any defense due to extensions of time or other indulgence by Lender or to any substitution or release of collateral.

If there is a Default Rate shown on page one, it may be applied to all periods of time in which a default exists. If the interest rate on this note is tied to an index stated on page one, that index is used solely to establish a base from which the actual rate of interest payable under this Note will be figured, and is not a reference to any actual rate of interest charged by any lender to any particular borrower. If this interest rate varies in accordance with a selected index, if that index ceases to exist, Lender may substitute a similar index which will become the index.

If this Note is payable in installments, each installment payment will be due on the same day of the installment period as the day upon which payments commence, unless otherwise specified. Failure to pay this Note according to specified terms shall constitute a default. If permitted by law and at Lender's option, interest up to the highest rate permitted by law may be assessed on any interest which is past due as the result of any payment not being paid when due.

The Lender shall have the right to hold or apply its own indebtedness or liability to Borrower in payment of, or to provide collateral security for the payment of this Note either prior to or after Maturity Date. If legal proceedings are instituted to enforce the terms of this Note, Borrower agrees to pay all costs of the Lender in connection therewith, including reasonable attorney fees, to the extent permitted by law. If this Note is secured, then upon default in payment or in the terms of this agreement, the Lender shall have all rights of a secured party under the Uniform Commercial Code and/or other law(s) governing secured transactions. If permitted by law, Borrower waives any otherwise required notice of: presentment; demand; acceleration; and, intent to accelerate.

This Note is governed by the laws of the state in which it is written except to the extent that federal law controls.

The Borrower expressly agrees to all of the provisions hereof and signifies assent thereto by the signature below.

IN WITNESS WHEREOF, the Borrower has executed this Note on the date and year shown below.

By X

Angela A. Franks

08/16/2010

Date

By X

Date

Its

Its

By X

Date

By X

Date

Its

Its



Instrument Number: 2020029376 Book/Page: R 2500/3222 Date Time: 06/21/2020 00:16:14.240

Book 2500-3222

2020029376 6/21/2020 00:16:14.240 Assignment of Mortgage

Fee: \$10.00 County Tax: \$0.00 State Tax: \$0.00

2020029376 John T. Hopkins II, Richland County R.O.D.

WHEN RECORDED MAIL TO:

Meridian Asset Services

Attn: Doc Intake

3201 34th Street South, Ste 310

St Petersburg, FL 33711

[Space Above This Line For Recording Data]

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not in its individual capacity but solely in its capacity as Owner Trustee of Matawin Ventures Trust Series 2017-2, having an address at 333 S Anita Dr., Suite 400, Orange, CA 92868, hereinafter called the "Assignor", its successors and assigns, hereby assigns, and transfers to MTGLQ INVESTORS L.P., having an address at 2001 Ross Ave, Ste 2800, Dallas, TX 75201, hereinafter called the "Assignee", its successors and assigns, all its right, title and interest in and to a certain Mortgage, executed by Angela T. Franks to S C Community Bank, and bearing the date of August 16, 2010 and interest recorded on August 18, 2010, as Instrument Number 2010054051, in Book 1625 on Page(s) 3444 of Official Records in the County Recorder's office of Richland County, State of South Carolina, describing land therein.

Commonly known as: 1205 COLUMBIA DRIVE, COLUMBIA, SC 29203

APN / Parcel Number [REDACTED]

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage. The original principal amount due under this note(s) is \$56,600.00.

[Assignment Signature Page to Follow]



Instrument Number 2020032976 Book/Page R 2500/3123 Date-Time 06/21/2020 00:16:14 240

[Assignment Signature Page]

IN WITNESS WHEREOF, the Assignor has caused these presents to be signed by its duly authorized officer on April 7, 2020.

Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not in its individual capacity but solely in its capacity as Owner Trustee of Matawin Ventures Trust Series 2017-2, By Kondaur Capital Corporation, as Separate Trustee

By: _____

Hanh Nguyen, Collateral Manager

Witness #1: _____

Print Name: Mayra Vargas

Witness #2: _____

Print Name: Lorenzo Marin

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

STATE OF CALIFORNIA COUNTY OF ORANGE

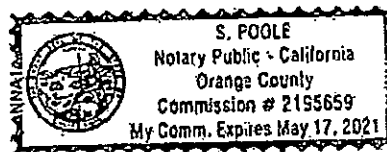
On April 7, 2020 before me, S. Poole, a Notary Public personally appeared Hanh Nguyen who proved to me on the basis of satisfactory evidence to be the person(s) who name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as Collateral Manager of Kondaur Capital Corporation, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public (Notary Seal)

Witness: _____ Mayra Vargas



Prepared By: Duy Ho
Kondaur Capital Corporation
333 South Anita Drive, Suite 400, Orange, CA 92668
Loan Reference Number: _____

Recording Requested By:

When recorded mail to:



Case Nbr: [REDACTED]

Ref Number: [REDACTED]

Tax ID: 09216-07-13

Property Address:

1205 COLUMBIA COLLEGE DRIVE

COLUMBIA, SC 29203

SCLAM-STD [REDACTED] 3/4/2021 SITUS-INT

Book 2633-2013

2021040637 6/23/2021 15:07:46:947 Assignment of Mortgage

Fee: \$10.00 County Tax: \$0.00 State Tax: \$0.00

2021040637 John T. Hopkins, II Richland County R.O.D.

This space for Recorder's use

ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 2001 ROSS AVENUE, SUITE 2800, DALLAS, TX 75201 does hereby grant, sell, assign, transfer and convey unto U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE OF THE TIKI SERIES IV TRUST whose address is 7114 E STETSON DRIVE, SUITE 250, SCOTTSDALE, AZ 85251 all beneficial interest under a certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Mortgagee: S C COMMUNITY BANK

Original Borrower(s): ANGELA T FRANKS

Date of Mortgage: 8/16/2010

Original Loan Amount: \$56,600.00

Recorded in Richland County, SC on: 8/18/2010, book R 1625, page 3444 and instrument number 2010054051

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on:
Dated: 5/4/2021

MTGLQ INVESTORS, L.P. BY CORELOGIC SOLUTIONS, LLC ITS ATTORNEY IN FACT

By:
Audrey B Trumble, Assistant Vice President

Witness:
Jessica Delphi

Witness:
Tina Sander

STATE OF TX

COUNTY OF Dallas

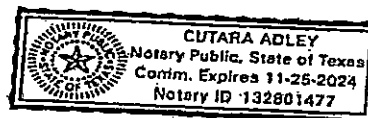
This instrument was acknowledged before me this MAY 04 2021, 20__ by Audrey B Trumble, Assistant Vice President of CORELOGIC SOLUTIONS, LLC AS ATTORNEY IN FACT FOR MTGLQ INVESTORS, L.P., on behalf of the corporation/entity.

Signature of Notary

Notary Public, State of TX

Printed Name of Notary CUTARA ADLEY

My Commission Expires: 11/25/2024



Page 1 of 1



Print Job: 957766

Instrument: 2017063913

Book/Page: R 2239 : 1872

Date/Time: 08/28/2017 13:42:26.283

DocumentID: 0

Book 2239-1872

2017063913 8/28/2017 13:42:26.283 Assignment of Mortgage

Fee: \$8.00 County Tax: \$0.00 State Tax: \$0.00

2017063913 John T. Hopkins II Richland County R.O.D.

WHEN RECORDED MAIL TO:
Kondaur Capital Corporation
 333 South Anita Drive, Suite 400
 Orange, CA 92868
 101459/624615

[Space Above This Line For Recording Data]

ASSIGNMENT OF COMMERCIAL REAL ESTATE MORTGAGE

FOR VALUE RECEIVED, S C COMMUNITY BANK, whose address is 1545 Sumter St., Columbia, SC 29201, hereby assigns, and transfers to WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY IN ITS CAPACITY AS OWNER TRUSTEE OF MATAWIN VENTURES TRUST SERIES 2017-2, c/o Kondaur Capital Corporation, whose address is 333 S Anita Dr., Ste 400, Orange CA 92868, all its right, title and interest in and to that certain Commercial Real Estate Mortgage executed by Angela T Franks, with an original principal amount of \$56,600.00 to S C Community Bank, and bearing the date of August 16, 2010 and recorded as Instrument Number 2010054051 in Book 1625, Page 3444 on August 18, 2010 of Official Records in the County Recorder's office of Richland County, State of South Carolina, describing land therein as: See legal description attached hereto and made a part hereof as exhibit "A".

Commonly known as: 1205 Columbia Drive, Columbia, SC 29203
 APN/Parcel Number: R09216-07-13

Page 1 of 2

IN WITNESS WHEREOF, the Assignor has caused these presents to be signed by its duly authorized officer this 27th day of JULY, 2017.

S C Community Bank

By: Miya Littlejohn
 Name: Miya Littlejohn
 Title: CFO/Acting President

Witness #1: Brenda Moses Witness #2: Walter G. Taylor
 Print Name: Print Name:

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

STATE OF
 COUNTY OF

)
)SS.

On July 27, 2017 before me, Deborah M. Dawson, Notary Public, personally appeared Miya Littlejohn, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify that under penalty of perjury under laws of the State of South Carolina that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Deborah M. Dawson
 Notary Public

Witness #1:

Brenda Moses

My Commission Expires:

My Commission Expires August 28, 2019

Prepared By: Duy Ho
 Kondaur Capital Corporation
 333 South Anita Drive, Suite 400, Orange, CA 92868

EXHIBIT "A"

All that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as Lots 1, 2, 3 and the southeastern portion of Lot 4, Block 1 on a map of COLLEGE VIEW prepared by A.I. Schisler dated August and September, 1927, and recorded in the Office of the ROD for Richland County in Plat Book "F" at Page 24; said lot being further shown and delineated on a plat prepared for Forrest Tanner by Isaac B. Cox & Son, Inc., RLS and Engineers dated May 10, 1979, and recorded in the aforementioned ROD Office in Plat Book "Y" at Page 4498; said lots having such metes and bounds as shown on said latter plat, which is being incorporated herein by reference as a part of this description.

This being the identical property conveyed to Elliot E. Franks, III and Angela T. Franks by Deed of G & R Properties dated December 30, 2004, and recorded January 11, 2005, in Book 1014, Page 1128; thence to Angela T. Franks by Deed of Distribution of the Estate of Elliott E. Franks, III (Lexington County Probate Case No. 2008-ES-32-01297) recorded July 27, 2010, in Book 1621, Page 1299, Richland County records.

Richland County Tax Map Number: 09216-07-13

ATK

IN WITNESS WHEREOF, the Assignor has caused these presents to be signed by its duly authorized officer this 27th day of July, 2017.

S C Community Bank

By: Miya Littlejohn
 Name: Miya Littlejohn
 Title: CFO/Acting President

Witness #1: Brenda Moses Witness #2: Walter G. Taylor
 Print Name: Print Name:

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

STATE OF
 COUNTY OF

)
)SS.

On July 27, 2017 before me, Deborah M. Dawson, Notary Public, personally appeared Miya Littlejohn, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify that under penalty of perjury under laws of the State of South Carolina that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Deborah M. Dawson
 Notary Public
 My Commission Expires:

Witness #1:

Brenda Moses

My Commission Expires August 28, 2019

Prepared By: Duy Ho
 Kondaur Capital Corporation
 333 South Anita Drive, Suite 400, Orange, CA 92868

EXHIBIT "A"

All that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as Lots 1, 2, 3 and the southeastern portion of Lot 4, Block 1 on a map of COLLEGE VIEW prepared by A.I. Schisler dated August and September, 1927, and recorded in the Office of the ROD for Richland County in Plat Book "F" at Page 24; said lot being further shown and delineated on a plat prepared for Forrest Tanner by Isaac B. Cox & Son, Inc., RLS and Engineers dated May 10, 1979, and recorded in the aforementioned ROD Office in Plat Book "Y" at Page 4498; said lots having such metes and bounds as shown on said latter plat, which is being incorporated herein by reference as a part of this description.

This being the identical property conveyed to Elliot E. Franks, III and Angela T. Franks by Deed of G & R Properties dated December 30, 2004, and recorded January 11, 2005, in Book 1014, Page 1128; thence to Angela T. Franks by Deed of Distribution of the Estate of Elliott E. Franks, III (Lexington County Probate Case No. 2008-ES-32-01297) recorded July 27, 2010, in Book 1621, Page 1299, Richland County records.

Richland County Tax Map Number: 

ATK

Book 2239-1872

2017063913 8/28/2017 13:42:26:283 Assignment of Mortgage

Fee: \$8.00 County Tax: \$0.00 State Tax: \$0.00

2017063913 John T. Hopkins II, Richland County R.O.D.

WHEN RECORDED MAIL TO:
Kondaur Capital Corporation
333 South Anita Drive, Suite 400
Orange, CA 92868
101459/624615

[Space Above This Line For Record(ng Data)]

ASSIGNMENT OF COMMERCIAL REAL ESTATE MORTGAGE

FOR VALUE RECEIVED, S C COMMUNITY BANK, whose address is 1545 Sumter St., Columbia, SC 29201, hereby assigns, and transfers to WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY IN ITS CAPACITY AS OWNER TRUSTEE OF MATAWIN VENTURES TRUST SERIES 2017-2, c/o Kondaur Capital Corporation, whose address is 333 S Anita Dr., Ste 400, Orange CA 92868, all its right, title and interest in and to that certain Commercial Real Estate Mortgage executed by Angela T Franks, with an original principal amount of \$56,600.00 to S C Community Bank, and bearing the date of August 16, 2010 and recorded as Instrument Number 2010054051 in Book 1625, Page 3444 on August 18, 2010 of Official Records in the County Recorder's office of Richland County, State of South Carolina, describing land therein as: See legal description attached hereto and made a part hereof as exhibit "A".

Commonly known as: 1205 Columbia Drive, Columbia, SC 29203
APN/Parcel Number: R09216-07-13

IN WITNESS WHEREOF, the Assignor has caused these presents to be signed by its duly authorized officer this 27th day of JULY, 2017.

S C Community Bank

By: Miya Littlejohn

Name: Miya Littlejohn

Title: CFO/Acting President

Witness #1: Breeda Moses

Print Name:

Witness #2: Walter G. Taylor

Print Name:

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

STATE OF
COUNTY OF

)
SS.

On July 27, 2017 before me, Deborah M. Dawson, Notary Public, personally appeared Miya Littlejohn, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify that under penalty of perjury under laws of the State of South Carolina that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Deborah M. Dawson
Notary Public

My Commission Expires:

Witness #1: Breeda Moses

My Commission Expires August 28, 2019

Prepared By: Duy Ho
Kondaur Capital Corporation
333 South Anita Drive, Suite 400, Orange, CA 92868

Page 2 of 2

EXHIBIT "A"

All that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as Lots 1, 2, 3 and the southeastern portion of Lot 4, Block 1 on a map of COLLEGE VIEW prepared by A.I. Schisler dated August and September, 1927, and recorded in the Office of the ROD for Richland County in Plat Book "F" at Page 24; said lot being further shown and delineated on a plat prepared for Forrest Tanner by Isaac B. Cox & Son, Inc., RLS and Engineers dated May 10, 1979, and recorded in the aforementioned ROD Office in Plat Book "V" at Page 4498; said lots having such metes and bounds as shown on said latter plat, which is being incorporated herein by reference as a part of this description.

This being the identical property conveyed to Elliot E. Franks, III and Angela T. Franks by Deed of G & R Properties dated December 30, 2004, and recorded January 11, 2005, in Book 1014, Page 1128; thence to Angela T. Franks by Deed of Distribution of the Estate of Elliott E. Franks, III (Lexington County Probate Case No. 2008-ES-32-01297) recorded July 27, 2010, in Book 1621, Page 1299, Richland County records.

Richland County Tax Map Number: 09216-07-13

ATK

Lost Note Affidavit

In connection with the sale of the Mortgage Loan (as defined below) to Kondaur Capital Corporation, as Separate Trustee of Matawin Ventures Trust Series 2015-1 and its affiliates ("Purchaser"), being duly sworn, I depose and say that:

1. I am Walter G. Taylor (title) of Vice President ("Seller"), and I am authorized to make this Affidavit on behalf of the Seller.
2. S C Community Bank. originated the Mortgage Loan ("Mortgage Loan") identified below:

Address: 1205 Columbia College Drive, Columbia, SC 29203
Borrower: Angela T Franks
Original principal balance: \$56,600.00
Loan number: [REDACTED]

3. Seller is the sole lawful owner of all right, title and interest in the Mortgage Loan, free of any encumbrances. The Mortgage Loan has not been sold or assigned to any other person.
4. The Mortgage Loan, including the related promissory note ("Mortgage Note") and the obligation represented by it, is being sold to the Purchaser by the Seller pursuant to the terms and provisions of a {name of purchase agreement} Agreement dated as of May 15, 2017
5. The original Mortgage Note ("Original") has been lost, and thus, Seller has been unable to deliver it to the Purchaser in conjunction with the sale of the Mortgage Note to the Purchaser.
6. On behalf of Seller, I have made or caused to be made a diligent search for the Original and have been unable to find or recover the Original.
7. If the Original ever comes into Seller's possession, custody or power, then immediately and without consideration, Seller will surrender the Original to Purchaser, its successors-in-interest and its assigns.
8. Attached to this Affidavit is a true and correct photographic copy of the Mortgage Note, endorsed in blank by the prior owner of the Mortgage Note, as provided by the Seller or its agent.
9. Seller will indemnify Purchaser, its successors, and its assigns, and hold them harmless, against any loss, liability or damage, including reasonable attorney fees, resulting from the unavailability of the Original, including but not limited to any loss, liability or damage arising from (i) any false statement contained in this Affidavit and (ii) any claim of any person that it has already purchased a mortgage loan evidenced by the Original or any interest in such mortgage loan.

Witness 1: Deborah M Dawson
Name: Deborah M Dawson

Witness 2: Rendella B. Robinson
Name: Rendella B. Robinson

Dated this 19 day of June, 2017:

Walter G. Taylor
Signature

Walter G. Taylor
Typed Name



Assignment and Bill of Sale

June 8, 2017

This *Assignment and Bill of Sale* ("Assignment") is made as of the date described above, by **S C Community Bank ("Seller")**, in favor of **Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust**, not in its individual capacity but solely in its capacity as **Owner Trustee of Matawin Ventures Trust Series 2017-2**, its affiliate or its assignee ("**Buyer**").

1. Seller hereby sells, transfers, conveys, assigns and delivers to Buyer, its successors and assigns, to have and to hold forever, all legal and equitable right, title and interest in, to and under a certain promissory note dated August 16, 2010 made by Leon Prince, in the original principal amount of \$56,600.00 ("**Note**"), and secured by a deed of trust or mortgage ("**Mortgage**") on certain residential real property commonly known as 1205 Columbia College Drive, Columbia, SC 29203
2. A photocopy of the Note is attached to this Assignment. The original Note has been lost, as described in the attached affidavit ("**Affidavit**").
3. Seller represents and warrants that it is the sole lawful owner of all right, title and interest in the Note, unencumbered, including the following (together, the "**Debt**"):
 - 3.1 all legal and equitable rights to enforce the lost Note under Uniform Commercial Code § 3-309, as it may be enacted in the applicable jurisdiction,
 - 3.2 all legal and equitable rights to enforce the underlying debt in the absence of a valid instrument, and
 - 3.3 all rights to recover the debt represented by the missing Note through enforcing its rights under the Mortgage.
4. Seller hereby sells, transfers, conveys, assigns and delivers to Buyer, its successors and assigns, to have and to hold forever, all legal and equitable right, title and interest in the Debt.
5. Seller hereby covenants and agrees that it will, at the request of Buyer and without further consideration, execute and deliver, and will cause its employees to execute and deliver, such other instruments of sale, transfer, conveyance and assignment, and take such other action, as may reasonably be necessary to more effectively sell, transfer, convey, assign and deliver to, and vest in, Buyer, its successors and assigns, good, clear, record and marketable title to the Debt sold hereby.

In witness whereof, Seller hereby executes this Assignment under seal this 19 day of June 2017.

S C Community Bank

By: Walter G. Taylor
 name: Walter G. Taylor
 title: Vice President

[Seal]

STATE OF SOUTH CAROLINA)

LOST MORTGAGE SATISFACTION

COUNTY OF RICHLAND)

Elliot E. Franks, III and Angela T. Franks)

MORTGAGE:

Dated: December 30, 2004

Amount: \$60,000.00

Date Recorded: January 11, 2005

Book / Page: 1014 / 1130

Present Holder: SC Community Bank

Mortgagor(s),)

to)

SC Community Bank)

Mortgagee(s).)

The undersigned, being the owner and holder of the above-described mortgage, acknowledges that the debt, which was secured thereby, has been paid in full and that the lien of the mortgage is satisfied and canceled.

Date: February 28, 2014

SC Community Bank

Kenneth P. Russell
Witness

Walter G. Taylor
By: Walter G. Taylor
Its: Vice President

Randelle B. Robinson
Witness

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF RICHLAND)

Personally appeared before me, the undersigned witness, who first being duly sworn, says that s/he saw the within-named Owner/Holder sign, seal and deliver the within Lost Mortgage Satisfaction, and that s/he, with the other witness whose signature appears above, witnessed the execution thereof.

Sworn to and subscribed before me this

Witness

28th day of February, 2014.

Randelle B. Robinson L. S.
Notary Public for South Carolina
My Commission Expires: August 24, 2019

Book 1933-839
2014019259 03/19/2014 14:44:54:300 Lost Mortgage Satisfaction
Fee: \$5.00 County Tax: \$0.00 State Tax: \$0.00

2014019259 John T. Hopkins II
Richland County, S.C.

STATE OF SOUTH CAROLINA)

AFFIDAVIT OF LOST MORTGAGE

COUNTY OF RICHLAND)

Personally appeared before me, the undersigned, who being duly sworn, says that the above designated Owner/Holder is the bona fide Owner and Holder of the above described mortgage; that the original mortgage has been lost and cannot be found; that the mortgage has not been assigned, hypothecated or disposed of otherwise.

Sworn to and subscribed before me this

SC Community Bank

28th day of February, 2014.

Walter G. Taylor
By: Walter G. Taylor
Its: Vice President

Randelle B. Robinson L. S.
Notary Public for South Carolina
My Commission Expires: August 24, 2019

Document prepared by Hugh M. Cooper, Attorney at Law
File #: Franks, Angela (2010)



South Carolina Judicial Branch
TRANSCRIPT REQUEST FORM

RECEIVED

JUN 24 2024

Pursuant to Rule 207 and 607 of the South Carolina Appellate Court Rules, the transcribed paper copy is the official record of court proceedings. You may request a transcript by completing this form and emailing it to the Court Reporter/Transcriptionist and to South Carolina Court Administration at transcripts@sccourts.org. If WebEx or DCRP were used to capture the record, please indicate below and send the form to transcripts@sccourts.org.

Requestor's Information			
Full Name Angela T. Franks		Law Firm/Agency Pro.Se	Phone Number 803 466-3005
Email Address Afell264@aol.com		Mailing Address P.O. Box 983 Columbia, SC 29202	
Is the requestor a party in the case? ☒ Yes ☐ No If no, does the requestor represent a party? ☐ Yes ☐ No If yes, name of party			
Transcript Information			
Docket Number 2022-CP-40-02905	US Bank National Trust Association as Trustee of the Tiki Series IV Trust v. Angela T. Franks aka Angela Thomasina Franks, CMS Roofing, LLC Defendants		Circuit ☒ Family ☐
Date(s) of Proceeding 05/14/2024	County Richland	Appeal pending ☐ Yes ☒ No	Death Penalty ☐ Yes ☒ No
Presiding Judge Judge Joseph M. Strickland		Special Circumstances Is the hearing to be transcribed one of the following: ☐ Termination of parental rights ☐ Adoption ☐ Any actions involving child custody/visitation.	
Opposing Counsel(s) (name and email address) J. Pamela Price SC Bar#14336, pprice@mtglaw.com McMicheal Taylor Gray, LLC January Taylor (SC Bar#80069) jtaylor@mtglaw.com Taylor N. Way (SC Bar #105923) tway@mtglaw.com Carli Wilcox (SC Bar #77363) cwilcox@mtg.com 3550 Engineering Drive, Suite 260 Peachtree Corners, GA 30092 (404) 474-7149 Fax (404) 745-8121			
Court Reporter(s)	☒ WebEx ☐ DCRP	Delivery Timeframe (check Rule 607 for current page rates) ☐ Quote ☐ Rough Draft ☐ Overnight delivery ☐ Daily delivery ☐ Expedited delivery (7 days) Due on/before: X ☐ Regular delivery (60 days)	
Portion of proceeding to be transcribed ☒ Entire hearing ☐ Voir dire by juror ☐ Jury selection ☐ Plaintiff's opening statement ☐ Defendant's opening statement ☐ Plaintiff's closing arguments ☐ Defendant's closing arguments ☐ Entire direct examination ☐ Entire cross examination ☐ Entire redirect ☐ Examination of witness (W) by attorney (A) W: _____ A: _____ ☐ Ruling of the court		Delivery Method (additional fees may apply) ☐ PDF / Email ☐ Hard Copy/Priority Mail (\$50 + shipping) X ☐ PDF & Hard Copy/Priority Mail (\$50 + shipping)	
		Responsible Payor X ☐ Private / Self ☐ Court Appointed Counsel Appeals Attorney Email ☐ Other	
Next Hearing Date N/A For Appeal			

Requestor's Signature: Angela T. Franks

Date: 05/30/2024

Form 12

Notice That Transcript Has Not Been Timely Received

July 31, 2024

The Honorable Tonnya B. Kohn

Director, South Carolina Court Administration

1220 Senate Street, Suite 200

Columbia, South Carolina 29201

RECEIVED

AUG 01 2024

SC Court of Appeals

RE: US BANK TRUST NATIONAL ASSOCIATION, RESPONDENT

V

ANGELA FRANKS APPELLANT Case No. 2024-CP-00-0917

Dear Ms. Tonnya B. Kohn:

On May 30, 2024, pursuant to SCACR 207 and 607, Form SCCA 800 I completed Form 800 requesting a copy of the Transcript of the attached proceeding of the May 14, 2024 11:00 a.m. EST hearing.

The Honorable Judge Joseph M. Strickland informed me on or about June 28, 2024 in the lobby in front of his chambers, that there was no court reporter, no tapes, therefore no transcript exists.

Attachment C

As of this day, the appellant has not received a transcript.

Sincerely,



Angela T. Franks (PRO SE LITIGANT)

P.O. Box 983

Columbia, SC 29202

803.466.3005

Form 12

Cc: The Honorable Jenny Abbott Kitchings

Clerk of Court

1220 Senate Street, Suite 200

Columbia, South Carolina 29201

S.C. Court Administration

Karama B. Herrington

Director of Court Services

Tammie Holmes

Manager, Court Reporting

Counsel of Record

Michael, Taylor, Gray, LLC

J. Pamela Price (S.C. Bar #14336), pprice@mtglaw

January Taylor (S.C. Bar #80069, taylor@mtglaw

Taylor N. Way (S.C. Bar #105923

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED

AUG 01 2024

SC Court of Appeals

APPEAL FROM RICHLAND COUNTY
Master In Equity

Joseph M. Strickland, Master in Equity

Case No. 2024 - 000917

US BANK TRUST
NATIONAL ASSOCIATION,

Respondent,

v.

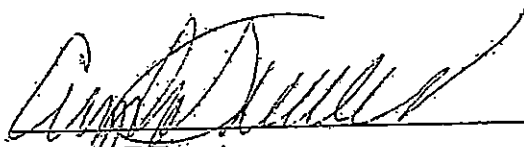
Angela T Franks,

Appellant,

PROOF OF SERVICE

I certify that I have served a copy of the notarized letter to Judge Joseph M. Strickland Master in Equity Richland County SC and Form 12 SCAC on all parties by depositing a copy of it in the United States Mail, postage prepaid, on July 31, 2024, addressed to the attorney(s) of record J. Pamela Price McMichael, Taylor, Gray 3550 Engineering Drive, Suite 260 Peachtree Corners, GA 30092.

July 31, 2024


Angela T Franks
Post Office Box 983
Columbia, SC 29202
803-466-3005

CC : The Honorable
Clerk SC Court of Appeals
The Honorable Tonnya Kohn
South Carolina Court Administration
Ms. Tammy Holmes
The Honorable Jeanette McBride
Richland County Clerk of Court

Other Counsel of Record:
McMicheal, Taylor, Gray, LLC
3550 Engineering Drive Suite 260
Peachtree, Corners, GA. 30092
January Taylor (SC Bar#80069) jtaylor@mtglaw.com
Taylor N. Way (SC Bar#105923) tway@mtglaw.com
Brian Lawrence Campbell
John P. Fetner

Notarized Letter

State of South Carolina

County of Richland

To: Joseph M. Strickland

Master in Equity

Date: July 10, 2024

In the Court of Common Pleas

Original Case Title *2022CP4002905*

US Bank Trust National Association as Trustee of the Tiki Series IV Trust

Plaintiff

V

Angela T. Franks aka Angela Thomasina Franks, CMS Roofing, LLC

Defendants

South Carolina Court of Appeals

Case No. 2024 -000917

Name: US Bank Trust National Association

Respondent

V

Angela T. Franks

Appellant

Subject: No Transcript of May 14, 2024 Hearing at 11:00AM (EST)

Dear Judge Strickland,

This letter is to confirm our conversation on or about June 28, 2024 with your staff member present in the lobby of the Richmond County Court House outside of your chambers. During our exchange, I requested a copy of the court transcript of my hearing on May 14, 2024 at 11:00 AM (EST). Judge Strickland, you informed me that no court reporter was present, and no tape existed for my hearing, therefore no transcript exists. (SC App. Ct R. 207 and 607 (As amended through Feb 14, 2024)).

RECEIVED

AUG 01 2024

SC Court of Appeals

RECEIVED
2024 AUG -1 PM 3:20
JEROME

I shared with you that I had had a lengthy conversation with Ms. Tammy Holmes of SC Court Administration. Ms. Holmes graciously offered to answer any questions regarding transcripts. I offered you her number and her direct line. You opted not to call her.

Your staff member offered me a copy of the Record of Hearing prepared by opposing counsel. Judge Strickland, I stated to you that this is not a transcript nor a tape of the hearing. S.C App. Ct. R 201.

The absence of a transcript denies me my right to due process and to appeal your decision.

The South Carolina Supreme Court recently ruled that all courts and defendants have a right to a court reporter and a transcript of their hearing(207Rule was amended through February 14,2024) I was not afforded the opportunity to retain a private court reporter.

Please confirm by written response that no transcript exists of the hearing.

Further, the Record of Hearing contains several omissions, inaccuracies and false statements. A few of them are Record of Hearing omits my motion and your denial to vacate and void the judgment. The Record of Hearing also omits my presentation to the court of an affidavit from South Carolina Community Bank (the original lender) that the note was lost. This critical document was not accepted by the court.

Thank you so much for your cooperation and swift reply.

cc: SC Court of Appeals

Richland County Clerk of Court

The Honorable Jeanette McBride

South Carolina Court Administration

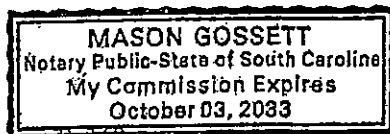
Ms. Tammy Holmes

Ms. Cordelia Coath

State of South Carolina
County of Richland

On this 1 day of August, 2024, before me personally appeared Angela Francis, who provided satisfactory evidence of his/her identification to be the person whose name is subscribed to this instrument and he/she acknowledged that he/she executed the foregoing instrument by his/her signature here.

Angela Francis
Document Holder's Signature



THE STATE OF SOUTH CAROLINA
in the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Master In Equity

Joseph M. Strickland, Master in Equity

Case No. 2024 – 000917

US BANK TRUST
NATIONAL ASSOCIATION,

Respondent,

v.

Angela T Franks,

Appellant,

PROOF OF SERVICE

I certify that I have served a copy of the notarized letter to Judge Joseph M. Strickland Master in Equity Richland County SC and Form 12 SCAC on all parties by depositing a copy of it in the United States Mail, postage prepaid, on July 31, 2024, addressed to the attorney(s) of record J. Pamela Price McMichael, Taylor, Gray 3550 Engineering Drive, Suite 260 Peachtree Corners, GA 30092.

July 31, 2024


Angela T Franks
Post Office Box 983
Columbia, SC 29202
803-466-3005

RECEIVED

AUG 01 2024

SC Court of Appeals

Notarized Letter

State of South Carolina

County of Richland

To: Joseph M. Strickland

Master in Equity

Date: July 10, 2024

In the Court of Common Pleas

Original Case Title 2022CP4002905

US Bank Trust National Association as Trustee of the Tiki Series IV Trust

Plaintiff

V

Angela T. Franks aka Angela Thomasina Franks, CMS Roofing, LLC

Defendants

South Carolina Court of Appeals

Case No. 2024 -000917

Name: US Bank Trust National Association

Respondent

V

Angela T. Franks

Appellant

Subject: No Transcript of May 14, 2024 Hearing at 11:00AM (EST)

Dear Judge Strickland,

This letter is to confirm our conversation on or about June 28, 2024 with your staff member present in the lobby of the Richmond County Court House outside of your chambers. During our exchange, I requested a copy of the court transcript of my hearing on May 14, 2024 at 11:00 AM (EST). Judge Strickland, you informed me that no court reporter was present, and no tape existed for my hearing, therefore no transcript exists. (SC App. Ct R. 207 and 607 (As amended through Feb 14, 2024)).

RECEIVED

AUG 01 2024

SC Court of Appeals

RICHMOND COUNTY
FILED
2024 AUG -1 PM 3:20
JEROME L. WOODRUFF
CLERK OF COURT

I shared with you that I had had a lengthy conversation with Ms. Tammy Holmes of SC Court Administration. Ms. Holmes graciously offered to answer any questions regarding transcripts. I offered you her number and her direct line. You opted not to call her.

Your staff member offered me a copy of the Record of Hearing prepared by opposing counsel. Judge Strickland, I stated to you that this is not a transcript nor a tape of the hearing. S.C App. Ct. R 201.

The absence of a transcript denies me my right to due process and to appeal your decision.

The South Carolina Supreme Court recently ruled that all courts and defendants have a right to a court reporter and a transcript of their hearing(207Rule was amended through February 14,2024) I was not afforded the opportunity to retain a private court reporter.

Please confirm by written response that no transcript exists of the hearing.

Further, the Record of Hearing contains several omissions, inaccuracies and false statements. A few of them are Record of Hearing omits my motion and your denial to vacate and void the judgment. The Record of Hearing also omits my presentation to the court of an affidavit from South Carolina Community Bank (the original lender) that the note was lost. This critical document was not accepted by the court.

Thank you so much for your cooperation and swift reply.

cc: SC Court of Appeals

Richland County Clerk of Court

The Honorable Jeanette McBride

South Carolina Court Administration

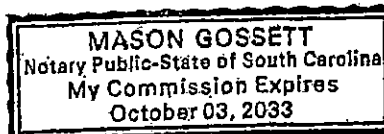
Ms. Tammy Holmes

Ms. Cordelia Coath.

State of South Carolina
County of Richland

On this 1 day of August, 2024, before me personally appeared Angela Francis, who provided satisfactory evidence of his/her identification to be the person whose name is subscribed to this instrument and he/she acknowledged that he/she executed the foregoing instrument by his/her signature here.

Angela Francis
Document Holder's Signature



STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
CASE NO.: 2022-CP-40-02905

U.S. Bank Trust National
Association, as Trustee of the Tiki
Series IV Trust,
Plaintiff,

RECORD OF HEARING
Deficiency Judgment Demanded
Against Defendant Angela T. Franks aka
Angela Thomasina Franks

v.

Angela T. Franks aka Angela Thomasina
Franks, CMS Roofing, LLC,
Defendants.

APPEARANCES: McMichael Taylor Gray, LLC, attorneys for the Plaintiff.
Angela T. Franks aka Angela Thomasina Franks, pro se

Pursuant to the Order of Reference granted in the above-entitled action, a hearing was held herein on May 14, 2024, before the Honorable Joseph M. Strickland, Master in Equity for Richland County, attended by counsel as follows:

Attorney for the Plaintiff calls attention to the filing of the Lis Pendens, Summons, and Complaint in the Office of the Clerk of Court for Richland County on June 6, 2022. Also calls attention to the Affidavits of Service showing service of the Summons and Complaint on each defendant as indicated in the affidavit recorded in the Office of the Clerk of Court for Richland County.

Also calls attention to the filing of the affidavit showing the Defendants Angela T. Franks aka Angela Thomasina Franks and CMS Roofing, LLC are in default and that no Defendant is in the Military Service of the United States of America, as contemplated under The Servicemembers' Civil Relief Act. Also calls attention to the Order of Reference of record herein issued in Richland County, wherein the above-entitled action was referred to the Honorable Joseph M. Strickland, as Master in Equity for Richland County, to take the testimony arising under the pleadings and to make his findings of fact and conclusions of law and with authority to enter final judgment in the case. An appeal from the final judgment so entered shall be made directly to the Supreme Court of South Carolina or the South Carolina Court of Appeals.

All Defendants have been notified of the time and date of this hearing.

WHEREUPON the attorney for the Plaintiff reports as follows:

From the original records in my possession, from the complaint herein and from examination of the records in the Offices of the Register of Deeds and the Clerk of Court for Richland County, Defendant Angela T. Franks aka Angela Thomasina Franks for valuable consideration, made, executed, and delivered, to S C Community Bank, a certain Promissory Note dated August 16, 2010 (hereinafter the "Note") in writing, wherein and whereby the Note signer promised to pay to S C Community Bank, the principal sum of \$56,600.00, together with interest at an variable rate on the unpaid principal balance; said principal and interest being payable in monthly installments thereafter until the Note is paid in full. Said Note was amended on October 17, 2014 to reduce the principal to \$56,224.78 with a variable interest rate. In addition, a Loan Modification Agreement was signed April 26, 2019, (to be effective August 1, 2019) with a new Principal of \$53,013.02 to be adjusted to \$51,019.16 with interest at 6.500%, and a new maturity date of July 1, 2034.

I offer a copy of the original Note with amendment and Loan Modification Agreement as evidence. Note, amendment and Loan Modification Agreement identified, offered and received in evidence as Exhibit "A."

I call attention to the provisions of the Note with reference to default. I also call the Court's attention to the provisions in the Note with reference to payment of costs and attorney fees. On the same date of August 16, 2010, Defendant Angela T. Franks aka Angela Thomasina Franks gave a certain written Mortgage unto SC Community Bank, which Mortgage contains the same terms and provisions as the Note just offered in evidence and conveyed by way of Mortgage the identical property described in the complaint in this action, which property is situate in Richland County, South Carolina. The Mortgage was recorded in the Office of the Register of Deeds for Richland County on August 18, 2010, in Book R1625, Page 3444.

I offer a copy of the original recorded Mortgage as evidence. Mortgage identified, offered and received in evidence as Exhibit "B."

In addition to the Amended Note dated October 17, 2014, and to better secure the payment of the Note described above, Defendant Angela T. Franks aka Angela Thomasina Franks made, executed, and delivered to S C Community Bank an assignment of Leases and Rents dated August 16, 2010, and recorded in the Office of the Register of Deeds for Richland County in Book 1625 at page 3451. Subsequently Defendant Angela T. Franks aka Angela Thomasina Franks made, executed, and delivered to S C Community Bank an assignment of

Leases and Rents dated October 17, 2014, and recorded January 26, 2015, in the Office of the Register of Deeds for Richland County in Book 2001 at page 1219.

I offer a copy of the original recorded Assignments of Leases and Rents as evidence. Assignments of Leases and Rents identified, offered and received in evidence as Exhibit "C."

By an Assignment of Mortgage, executed July 27, 2017, S C Community Bank, assigned the Mortgage to Wilmington Savings Fund Society, FSB, dba Christiana Trust, not in its individual capacity but solely as Owner Trustee of Matawin Ventures Trust Series 2017-2. Said assignment was recorded on August 28, 2017, and is of record in the Office of the Register of Deeds for Richland County in Book R 2239, Page 1872.

By an Assignment of Mortgage, executed April 7, 2020, Wilmington Savings Fund Society, FSB, dba Christiana Trust, not in its individual capacity but solely as Owner Trustee of Matawin Ventures Trust Series 2017-2, assigned the Mortgage to MTGLQ Investors L.P. Said assignment was recorded on June 21, 2020, and is of record in the Office of the Register of Deeds for Richland County in Book R 2500, Page 3222.

By an Assignment of Mortgage dated May 4, 2021, MTGLQ Investors L.P., assigned the Mortgage to U.S. Bank Trust National Association, as Trustee of the Tiki Series IV Trust. Said assignment was recorded on June 23, and is of record in the Office of the Register of Deeds for Richland County in Book R 2633, Page 2013.

I offer a copy of the Assignments of Mortgage as evidence. Assignments of Mortgage identified, offered and received in evidence as Exhibit "D."

The Plaintiff in this action is the holder of the Note and Mortgage.

This Mortgage constitutes a first mortgage lien covering the property therein described.

Upon examination of the records in said Offices of the Register of Deeds and Clerk of Court, it appeared the following Defendants named below may claim to have some interest in or lien upon the Property by virtue of the matters and things alleged below, but any such interest in or lien upon the Property is junior and subordinate to the Mortgage. The Defendants and such interests in or liens are as follows:

Defendant CMS Roofing, LLC holds a judgment in the amount of \$3,970.50 against Angela Franks, filed under Civil Action Number 2014-CP-32-04420 (Lexington County) and 2015-CP-40-06511 (Richland County). Said lien is junior and subordinate to Plaintiff's mortgage. Also, any other interest or lien held by this defendant.

The monthly installments as provided for in said Note and Mortgage were not paid in

accordance with the terms and conditions thereof and, therefore, the Note and Mortgage are in default; and, as a result thereof, the Plaintiff has elected to declare the entire unpaid amount immediately due and payable.

There is due and owing on the Plaintiff's Note and Mortgage as of May 14, 2024:

Principal Balance Due	\$49,648.21
Interest Due from 3/1/2020 through 5/14/2024	\$13,561.44
Current Rate 6.5%, Per Diem \$8.84	
Taxes	\$6,451.43
Late Charges	\$239.50
Foreclosure Costs through hearing	\$1,343.01
Foreclosure Attorney's Fees through the hearing	\$4,235.00
TOTAL DEBT OWED	\$75,478.59

With respect to our firm's attorney's fees, in view of the potential liabilities inherent in a real property matter and the attendant responsibilities, a reasonable attorney's fee through the date of the hearing is \$4,235.00. The law firm was engaged by the Plaintiff to foreclose the mortgage as expeditiously as possible, given the detriment to Plaintiff's equity position as a direct result of increasing losses from the running of interest. The Plaintiff must also comply with investor requirements and government or private insuring agreements.

Upon receipt of the case file, the title was examined to identify all parties having or claiming any interest in the subject real estate. The following non-exclusive list of pleadings and other documents have been prepared or reviewed in this action by the Plaintiff's attorneys:

- a) Lis Pendens;
- b) Summons and Complaint;
- c) Affidavits of Default and Non-Military Service;
- d) Motions and Orders to Stay;
- e) Motions and Orders to Restore;
- f) Motion for Order of Reference and Order of Reference;
- g) Notice of Hearing;
- h) Record of Hearing; and
- i) Master's Order and Judgment of Foreclosure and Sale;

Additionally, the pleadings were drafted and served upon each Defendant personally or by statutory/substitute service; reinstatement and payoff figures and payment histories were provided as requested or required and the Plaintiff's attorneys scheduled and attended the hearing in this matter.

Future duties include forwarding copies of the Judgment to defendants, obtaining bidding instructions from Plaintiff or its designee, representing Plaintiff at the sale or arranging for such

representation, preparing a Report on Sale and Disbursements, and preparing the Master in Equity's Deed and any other documents necessary in this particular action.

In addition to the time expended to date in prosecution of this action, the Plaintiff's attorneys anticipate expending a minimum of four additional hours after the hearing. Moreover, depending upon the interest shown by defendants, third parties, or counsel for either and the inherent negotiations required thereby, other time may also be committed to the completion of the case. In that regard, I would reserve the right to re-visit the question of attorney's fees should the action proceed in an unexpected way.

In regard to the professional standing of counsel, representation of the Plaintiff has been undertaken by the firm of McMichael Taylor Gray, LLC. The firm's practice is concentrated in the areas of foreclosure, bankruptcy and real estate.

Furthermore, this fee is in line with the fee customarily charged by counsel with similar experience in this particular locality. Also, the Plaintiff's attorneys have achieved the beneficial result of a prompt foreclosure of the mortgage.

The Plaintiff does not waive but specifically demands judgment against Defendant Angela T. Franks aka Angela Thomasina Franks for the full amount found to be due to Plaintiff on the Note and Mortgage that is the subject of this foreclosure action. Pursuant to SC Code Section 29-3-650, Plaintiff requests that this judgment be entered immediately and docketed in the clerk's office in the same manner as other judgments. Upon the sale of the mortgaged premises the officer making the sale under the order of the court shall credit upon the judgment so rendered for the debt the amount paid to the plaintiff from the proceeds of the sale. As a personal or deficiency judgment is demanded, the bidding will remain open for a period of thirty (30) days pursuant to S.C. Code Ann. Section 15-39-720 (1976).

We, the Plaintiff's attorneys, ask that the mortgage be foreclosed; that the property be sold at public auction in accordance with law; and that the sale be made subject to any liens for taxes, subject to any special assessments of record against such property; subject to payment by the purchaser of interest at 6.5% per annum on the balance of the bid from the date of sale to date of compliance with the bid, subject to any existing easements or restrictions of record, and also subject to payment by the purchaser for preparation of the deed and deed stamps.

May 14, 2024

By: s/ J. Pamela Price
McMichael Taylor Gray, LLC
J. Pamela Price (SC Bar #14336), pprice@mtglaw.com
January N. Taylor (SC Bar #80069), jtaylor@mtglaw.com
Taylor N. Way (SC Bar #105923), tway@mtglaw.com
Carli Wilcox (SC Bar #77363), cwilcox@mtglaw.com
3550 Engineering Drive, Suite 260
Peachtree Corners, GA 30092
Telephone: (404) 474-7149
Facsimile: (404) 745-8121
Attorneys for Plaintiff

NOTICE 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 \$51,260.92 as of December 27, 2016.
2. The Creditor is South Carolina Community Bank.
3. The debt described in the document 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 the validity of the debt or some portion thereof.
4. If you, the debtor, notify the Creditor in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor will obtain a verification of the debt and a copy of the verification will be mailed to you, the debtor, by the Creditor.
5. If the Creditor named in the attached letter is not the original Creditor, and if you make a written request to the Creditor within the 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.
6. Written requests should be addressed to S. Nelson Weston, Jr., at Richardson, Plowden & Robinson, P.A., Post Office Drawer 7788, Columbia, South Carolina 29202.
7. This notice is an attempt to collect a debt and information obtained will be used for that purpose.

Notarized Letter

State of South Carolina
County of Richland

To : Joseph M. Strickland
Master in Equity

Date: July 10, 2024

In the Court of Common Pleas

Original Case Title

US Bank Trust National Association as Trustee of the Tiki Series IV Trust

Plaintiff

V

Angela T. Franks aka Angela Thomasina Franks, CMS Roofing, LLC

Defendants

South Carolina Court of Appeals
Case No. 2024 -000917

Name: US Bank Trust National Association
Respondent

V

Angela T. Franks

Appellant

Subject: No Transcript of May 14, 2024 Hearing at 11:00AM (EST)

Dear Judge Strickland,

This letter is to confirm our conversation on or about June 28, 2024 with your staff member present in the lobby of the Richmond County Court House outside of your chambers. During our exchange, I requested a copy of the court transcript of my hearing on May 14, 2024 at 11:00 AM (EST). Judge Strickland, you informed me that no court reporter was present and no tape, existed for my hearing, therefore no transcript exists. (S.C. App. Ct R.207 and 607 (As amended through Feb 14, 2024).

I shared with you that I had had a lengthy conversation with Ms. Tammy Holmes of SC Court Administration. Ms. Holmes graciously offered to answer any questions regarding transcripts. I offered you her number and her direct line. You opted not to call her.

Your staff member offered me a copy of the Record of Hearing prepared by opposing counsel. Judge Strickland, I stated to you that this is not a transcript nor a tape of the hearing. S.C.App. Ct. R 201

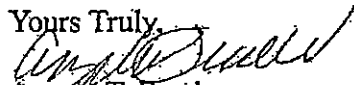
The absence of a transcript denies me my right to due process and to appeal your decision. The South Carolina Supreme Court recently ruled that all courts and defendants have a right to a court reporter and a transcript of their hearing(207Rule was amended through February 14, 2024) I was not afforded the opportunity to retain a private court reporter.

Please confirm by written response that no transcript exists of the hearing.

Further, the Record of Hearing contains several omissions, inaccuracies and false statements. A few of them are Record of Hearing omits my motion and your denial to vacate and void the judgment. The Record of Hearing also omits my presentation to the court of an affidavit from South Carolina Community Bank (the original lender) that the note was lost. This critical document was not accepted by the court.

Thank you so much for your cooperation and swift reply.

Yours Truly,


Angela T. Franks

cc: SC Court of Appeals

Richland County Clerk of Court
The Honorable Jeanette McBride
South Carolina Court Administration
Ms. Tammy Holmes
Ms. Cordelia Coath

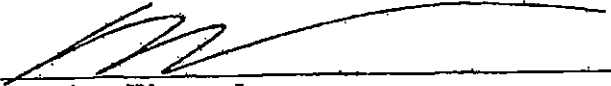
CC : The Honorable
Clerk SC Court of Appeals
The Honorable Tonnya Kohn
South Carolina Court Administration
Ms. Tammy Holmes
The Honorable Jeanette McBride
Richland County Clerk of Court

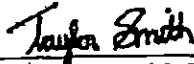
Other Counsel of Record:
McMicheal, Taylor, Gray, LLC
3550 Engineering Drive Suite 260
Peachtree, Corners, GA 30092
January Taylor (SC Bar#80069) jtaylor@mtglaw.com
Taylor N. Way (SC Bar#105923) tway@mtglaw.com
Brian Lawrence Campbell
John P. Fetner

CLP

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND South Carolina Community Bank, Plaintiff, v. Angela T. Franks, CMS Roofing, LLC and Department of the Treasury – Internal Revenue Service, Defendants.	IN THE COURT OF COMMON PLEAS C.A. No.: 2017-CP-40-03489 2017LP 4000761 CONSENT STIPULATION OF DISMISSAL OF COMPLAINT AND COUNTERCLAIMS AND CANCELLATION OF LIS PENDENS

The undersigned as attorney for the Plaintiff South Carolina Community Bank ("Plaintiff"), by and with the consent of Taylor M. Smith IV, attorney for Defendant Angela T. Franks, pursuant to Rule 41(c) of the South Carolina Rules of Civil Procedure do hereby dismiss the above referenced case number 2017-CP-40-03489, without prejudice, and do hereby release and discharge the property and parties described in the above referenced Lis Pendens, recorded in case number 2017-CP-40-03489. That further, the Counterclaims filed by Defendant Angela T. Franks are hereby dismissed without prejudice. Plaintiff does hereby authorize and direct the Richland County Clerk of Court to cancel the aforementioned Lis Pendens of record and dismiss the case without prejudice and dismiss the Counterclaims of Defendant Angela T. Franks without prejudice.


S. Nelson Weston, Jr.
Charles J. Webb
RICHARDSON, PLOWDEN & ROBINSON, P.A.
Post Office Drawer 7788
Columbia, South Carolina 29202
Attorneys for Plaintiff


Taylor M. Smith IV
Harrison & Radeker, P.A.
PO Box 50143
Columbia SC 29250
Attorney for Defendant Angela T. Franks

Columbia, South Carolina
August 31, 2017

2017 SEP -1 AM 11:54
JEANETTE W. MCBRIDE
C.C.P. & A.S.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

SOUTH CAROLINA COMMUNITY BANK
PLAINTIFF,

vs.
ANGELA T. FRANKS, et al

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

C/A NO: 2017-CP-40-03489

AFFIDAVIT OF SERVICE

4286-198

Service of Process on: ANGELA T. FRANKS

The undersigned, being first duly sworn, on oath deposes and states: That s/he is now and at all times herein mentioned a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, has the authority to serve pleadings in the State named above, and is competent to be a witness therein.

Documents Served:

☒ Civil Action Coversheet	☒ LP	☒ Summons and Complaint	☐ Order Permitting
☐ Amended LP	☐ Amended Summons & Complaint	☐ Order Joining	☐ Rule To Show Cause
☐ Notice to Appear	☐ Amended Notice of F/C Intervention		
☒ Notice of F/C Intervention	☒ Certification from Exemption From ADR		

This affiant served the above-described documents at 464 ANNONDALE ROAD, COLUMBIA SC 29212 on the 16TH day of June, 2017 at 6:51 AM by delivering 1 copies of same to:

☒ INDIVIDUAL SERVICE: ☐ MET DEFENDANT AT

☐ SUBSTITUTE SERVICE by leaving a copy of the above-described documents at his/her usual place of abode with (relationship/paralegal): a person residing therein of suitable age and discretion who confirmed the Defendant resides at the above address and informed that person of the contents thereof.

☐ CORPORATE OR GOVERNMENT SERVICE by leaving a copy of this process with (Title) , a person authorized to accept service and informed that the person of the contents thereof.

MILITARY No

MOBILE HOME PICTURES E-MAILED

MARRIED

PROPERTY ADDRESS:

HOUSE

OWNER OCCUPIED:

MOBILE HOME:

COMMENTS:

THE DESCRIPTION OF THE PERSON WITH WHOM THE COPY OF THIS PROCESS WAS LEFT IS AS FOLLOWS:
Age 60'S Gender Female Race B Height 5'4 Weight 135 Hair BLACK Glasses NO

Signature of Process Server: The undersigned declares, under penalty of perjury, that the foregoing is true and correct and that he/she is over the age of 18 and is not interested party in this action.

NAME: Steven W Smith

Print

Signature

6-16-2017

Date

Notary Public: Subscribed and sworn before me on this 16TH day of June in the year of 2017

Personally known to me: ☒ or ☐ identified by the following document:

Notary Public for SOUTH CAROLINA
Commission Expiration: 2-25-2023

Type:

Eld Cruz
Notary Public (Legal Signature)

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

South Carolina Community Bank,)
Plaintiff,)

vs.)

Angela T. Franks, CMS Roofing,)
LLC, and Department of the Treasury)
-Internal Revenue Service,)
Defendants.)

IN THE COURT OF COMMON PLEAS
IN THE FIFTH JUDICIAL CIRCUIT
C/A NO: 2017-CP-40-03489

ANSWER ON BEHALF OF DEFENDANT
CMS ROOFING, LLC TO PLAINTIFF'S
COMPLAINT

RICHLAND COUNTY
FILED
2017 JUN 15 PM 2:10
JEANNETTE W. MCBRIDE
C.C.P. & G.S.

Defendant CMS Roofing, LLC, in all capacities alleged, hereby answer the Complaint of Plaintiff, South Carolina Community Bank, [hereinafter referred to as "Plaintiff"], and allege as follows:

1. Except as specifically admitted below, each allegation of the Complaint is denied.

FOR A FIRST DEFENSE

2. This Defendant lacks information sufficient to form a belief as to the allegations contained in Paragraphs 1 and 2 of the Complaint.

3. Responding to the allegations in Paragraph 3 of the Complaint, this Defendant admits only so much as alleges that Defendant CMS Roofing, LLC operates in South Carolina. The remaining allegations contained in Paragraph 3 of the Complaint are denied.

4. This Defendant lacks information sufficient to form a belief as to the allegations contained in Paragraphs 4 and 5 of the Complaint.

5. That the allegations contained in Paragraphs 6 through 20 of the Complaint are allegations which do not involve and do not refer to this Defendant and, also, contain allegations

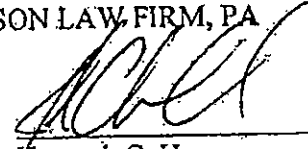
on which this Defendant lacks sufficient present knowledge and information with which to admit or deny these allegations as worded in their entirety; and therefore, these allegations are denied.

6. That the allegations contained in Paragraph 21 of the complaint are admitted.

7. That the allegations contained in Paragraphs 22 and 23 of the Complaint are allegations which do not involve and do not refer to this Defendant and, also, contain allegations on which this Defendant lacks sufficient present knowledge and information with which to admit or deny these allegations as worded in their entirety; and therefore, these allegations are denied.

WHEREFORE, having fully answered the Complaint, Defendant, CMS Roofing, LLC prays that this matter be dismissed with costs and attorneys' fees and for such other and further relief as is appropriate.

HANSON LAW FIRM, PA

By: 

Kenneth C. Hanson

Walter M. Riggs

~~John K. Chandler~~

khanson@hansonlawfirm.net

6156 St. Andrews Rd, Suite 101

Columbia, SC 29212

(803) 798-9446 Telephone

(803) 750-0203 Fax

Attorneys for Defendant CMS Roofing, LLC

Columbia, SC
June 15, 2017

2017LP4000761

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

South Carolina Community Bank,

Plaintiff,

v.

Angela T. Franks, CMS Roofing, LLC and
Department of the Treasury – Internal Revenue
Service,

Defendants,

IN THE COURT OF COMMON PLEAS

C/A NO.: 2017-CP-40-03489

LIS PENDENS

(Foreclosure)

(Non-Jury)

2017 JUN -6 PM 2:15

NOTICE IS HEREBY GIVEN that an action has been commenced and is pending, or is about to be commenced, in the Court of Common Pleas between the above-named Plaintiff South Carolina Community Bank against the above-named Defendant Angela T. Franks to foreclose on a Mortgage given by Angela T. Franks to South Carolina Community Bank, the Plaintiff herein, dated August 16, 2010 and recorded August 18, 2010 in the Office of the Register of Deeds for Richland County in Book RB-1625 at Page 3444.

The property which is the subject of said action is described as follows:

All that certain piece, parcel or lot of land with the improvements thereon, situate, lying, being in the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as Lots 1, 2, 3 and the southeastern portion of Lot 4, Block 1 on a map of COLLEGE VIEW prepared by A.I. Schisler dated August and September, 1927, and recorded in the Office of the ROD for Richland County in Plat Book "F" at Page 24; said lot being further shown and delineated on a plat prepared for Forrest Tanner by Isaac B. Cox & Son, Inc., RLS and Engineers dated May 10, 1979, and recorded in the aforementioned ROD Office in Plat Book "Y" at Page 4498; said lots having such metes and bounds as shown on said latter plat, which is being incorporated herein by reference as a part of this description.

This being the identical property conveyed to Elliot E. Franks, III and Angela T. Franks by Deed of G&R Properties dated December 30, 2004, and recorded January 11, 2005, in Book 1014, Page 1128; thence to Angela T. Franks by Deed of Distribution of the Estate of Elliott E. Franks, III (Lexington County Probate Case No. 2008-ES-32-01297) recorded July 27, 2010, in Book 1621, Page 1299, Richland County records.

TMS#: 09216-07-13

RICHARDSON, PLOWDEN, & ROBINSON, P.A.

BY:


S. Nelson Weston, Jr.

Charles J. Webb

1900 Barnwell Street

Post Office Drawer 7788

Columbia, South Carolina 29202

803-771-4400

ATTORNEYS FOR THE PLAINTIFF

Columbia, South Carolina
May 25, 2017

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

South Carolina Community Bank,

Plaintiff,

vs.

Angela T. Franks, CMS Roofing, LLC
and Department of the Treasury –
Internal Revenue Service,

Defendants.

IN THE COURT OF COMMON PLEAS

Case No. 2017-CP-40-03489

AMENDED
ANSWER AND COUNTERCLAIM
OF ANGELA T. FRANKS

(JURY TRIAL DEMANDED)

RICHLAND COUNTY
FILED
2017 AUG 10 PM 3:40
JEANETTE W. MCBRIDE
C.C.P. & G.S.

The Defendant Angela T. Franks (hereinafter "Defendant"), in answer to the Plaintiff's Complaint and as counterclaim, answers and alleges as follows:

FOR A FIRST DEFENSE

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

2. Answering the allegations of paragraphs 1 and 3 of the Complaint, Defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations of both paragraphs.

3. Answering the allegations of paragraph 2 of the Complaint, Defendant admits the same.

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

5. Answering the allegations of paragraph 5 of the Complaint, Defendant admits the same.

6. Answering the allegations of paragraph 6 of the Complaint, Defendant admits she did execute on the alleged date, a commercial promissory note payable to the order of Plaintiff, however craves reference to the words of the attached note, extension agreement, and loan modification which speak for themselves.

7. Answering the allegations of paragraph 7 of the Complaint, Defendant admits she did execute on the alleged date, a mortgage, however craves reference to the words of such mortgage which speak for themselves.

8. Answering the allegations of paragraph 8 of the Complaint, Defendant denies the same upon information and belief.

9. Answering the allegations of paragraph 9 of the Complaint, Defendant denies the same.

10. Answering the allegations of paragraph 10 of the Complaint, Defendant denies the same upon information and belief and further craves reference to the words of the mortgage which speak for themselves.

11. Answering the allegations of paragraph 11 of the Complaint, Defendant denies the same upon information and belief and further craves reference to the words of the mortgage which speak for themselves.

12. Answering the allegations of paragraph 12 of the Complaint, Defendant denies the same upon information and belief and further craves reference to the words of the mortgage which speak for themselves.

13. Answering the allegations of paragraph 13 of the Complaint, Defendant denies the same upon information and belief and further craves reference to the words of the mortgage which speak for themselves.

14. Answering the allegations of paragraph 14 of the Complaint, Defendant denies the same.

15. Answering the allegations of paragraph 15 of the Complaint, Defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations.

16. Answering the allegations of paragraph 16 of the Complaint, Defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations.

17. Answering the allegations of paragraph 17 of the Complaint, Defendant denies the same.

18. Answering the allegations of paragraph 18 of the Complaint, Defendant denies the same.

19. Answering the allegations of paragraph 19 of the Complaint, Defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations.

20. Answering the allegations of paragraph 20 of the Complaint, Defendant admits the Plaintiff demands what it demands.

21. Answering the allegations of paragraph 21 of the Complaint, Defendant denies the same upon information and belief.

22. Answering the allegations of paragraph 22 of the Complaint, Defendant denies the same upon information and belief.

23. Answering the allegations of paragraph 23 of the Complaint, Defendant admits the Plaintiff requests what it requests, but denies such requested provision will be needed.

24. No answer to the prayer in the Complaint is required.

25. Defendant notes that she desires and is interested in foreclosure intervention.

FOR A SECOND DEFENSE
(Plaintiff Created Default/Plaintiff's Prior Breach)

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

27. The Defendant made her monthly payments in the amount required by the note and mortgage through an automatic bank draft, also known as an "electronic fund transfer" (as defined by 15 U.S.C. §1693a), from an account Defendant maintained with Plaintiff.

28. Plaintiff agreed to accept Defendant's monthly mortgage payments through such electronic transfer to an account of Plaintiff's every month.

29. Under performance of this agreement Plaintiff maintained exclusive control over the mechanisms necessary to effectuate such a transfer.

30. The Defendant has received several written confirmations from Plaintiff that such transfers were effective and that Plaintiff received such monthly mortgage payments.

31. To the extent such payments though were not received by Plaintiff, South Carolina Community Bank has created or induced the purported default that forms the basis for its foreclosure claim. Accordingly, Plaintiff cannot prevail on its foreclosure claim.

FOR A THIRD DEFENSE
(Payment)

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

33. Plaintiff has routinely accepted Defendant's regular electronic fund transfers, even after the filing of this action.

34. By accepting Defendant's payments, Plaintiff has waived its right to declare this Defendant in default of an obligation it owed to Plaintiff and further waived its right to accelerate the alleged indebtedness owed.

FOR A FOURTH DEFENSE
(Unclean Hands)

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

36. Plaintiff (and predecessors in interest) has engaged in such conduct with respect to the matters subject of his claims as to make its hands unclean with regard to its claims.

37. This conduct includes, but is not necessarily limited to, refusing to stop the regular electronic fund transfers and then by such transfer, either accepting the payments of Defendant and still proceeding with this action or by misapplying the money it received from Defendant thereby inducing the default and breaching its agreement with Defendant.

38. This conduct relates directly to the subject matter of this action.

39. This conduct has proximately caused Defendant prejudice and injury.

FOR A FIFTH DEFENSE
(Miscellaneous)

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

41. In the event that an act or omission subject of defenses or claims asserted in this pleading was actually done or caused by a predecessor in interest to the Plaintiff, the Plaintiff's liability is the same as though the act had been done by the Plaintiff. The Plaintiff (or any Plaintiff hereafter substituted) took the loan involved in this case subject to all claims and defenses against all of the Plaintiff's predecessors in interest.

42. All matter pled by the Defendant as a counterclaim in this action also serves a defense to the Plaintiff's claim.

FOR A FIRST COUNTERCLAIM
(Breach of Contract)

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

44. Plaintiff breached its contract with the Defendant by either accepting her payments, or misapplying payments she made, and bringing this action despite the Defendant not being in default of the subject mortgage loan.

45. Defendant is entitled to judgment against Plaintiff for damages.

FOR A SECOND COUNTERCLAIM
(Breach of Contract Accompanied by a Fraudulent Act)

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

47. Plaintiff agreed to accept the electronic transfers from Defendant's account as part of a scheme to deprive Defendant of funds not for satisfying Defendant's monthly payment obligation but for some other purpose.

48. Plaintiff's actual diversion of Defendant's funds pursuant to this scheme directly resulted in the default of Defendant's obligation that the Plaintiff now alleges.

49. Plaintiff dishonestly represented to Defendant that the electronic transfers had satisfied Defendant's monthly obligation and unlawfully appropriated Defendant's funds for a purpose other than what was agreed between the parties.

50. Plaintiff's dishonesty and misappropriation of Defendant's funds resulted in damages for Defendant.

51. Defendant is entitled to judgment against Plaintiff for actual and punitive damages.

FOR A THIRD COUNTERCLAIM
(Conversion)

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

53. The Plaintiff, without the Defendant's permission, applied money paid by the Defendant on the subject mortgage loan in a manner not permitted by the subject note and mortgage.

54. The Plaintiff converted the Defendant's money in so doing.

55. The Plaintiff did so in reckless disregard for the Defendant's rights.

56. The Defendant is entitled to judgment against the Plaintiff for actual and punitive damages.

FOR A FOURTH COUNTERCLAIM
(Accounting and Restitution)

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

58. There is a long and complicated history with regard to the account subject of this action.

59. The Plaintiff has misapplied amounts it received as payment on the subject note debt and has assessed improper charges on the subject loan.

60. The court should require the Plaintiff to account for the amounts it has received as payment and what it has done with those amounts.

61. The court should order such relief in restitution as is proper to make the Defendant whole.

FOR A FIFTH COUNTERCLAIM
(Violation of Unfair Trade Practices Act)

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

63. Actions of Plaintiff, including, but not necessarily limited to, those stated in this complaint, constitute violations of the South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10, et seq. These acts offended public policy, which favors and encourages honesty and fair dealing in commerce, and which discourages deception and misrepresentation and discourages financial institutions from demanding improper payment amounts, assessing improper charges against their customers, misapplying their customers' payments, and bringing unwarranted foreclosure actions against their customers. These acts were immoral, oppressive, unscrupulous, and substantially injured Defendant.

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

65. These actions have an impact upon the public interest and are capable of repetition, including, but not necessarily limited to, in that Plaintiff maintains numerous electronic fund transfer obligations with its customers and, further, Plaintiff has actually repeated with other customers what it has done with Defendant.

66. Defendant has suffered damages as a direct, consequent, and proximate result of these actions of Plaintiff.

67. Defendant is entitled to a judgment against Plaintiff for treble damages, reasonable attorney's fees, and costs.

FOR A SIXTH COUNTERCLAIM
(Violation of Electronic Fund Transfer Act, 15 U.S.C. 1693 et seq.)

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

69. Plaintiff and Defendant had an agreement whereby Plaintiff would make regular automatic bank drafts from Defendant's account to satisfy the alleged obligation subject to this matter.

70. The agreement to make these regular bank drafts between South Carolina Community Bank and Angela T. Franks constitutes a preauthorized electronic fund transfer, pursuant to 15 U.S.C. §1693e.

71. Over time Defendant Franks lost confidence in how her accounts with Plaintiff were being managed, so she notified Plaintiff that she wished to stop the preauthorized electronic fund transfers and make the regular payments by other means.

72. Plaintiff instructed Defendant that it was impossible to stop the preauthorized electronic fund transfers and therefore was declining to accept Defendant's payments by any other means.

73. By failing to stop payment of the preauthorized electronic transfers and by failing to make such transfers in accordance with the terms and conditions of the account, Plaintiff has violated the Electronic Fund Transfer Act, pursuant to 15 U.S.C. §1693h.

74. Defendant is entitled to a judgment against Plaintiff for actual damages, reasonable attorney's fees, and costs.

FOR A SEVENTH COUNTERCLAIM
(Negligence Per Se)

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

76. In facilitating and controlling the electronic fund transfers, Plaintiff undertook a duty to apply her payments correctly, to stop the electronic fund transfers when requested by Defendant,

and to refrain from causing a foreclosure action to be improperly brought and prosecuted against her.

77. By failing to stop payment of the preauthorized electronic transfers and by failing to make such transfers in accordance with the terms and conditions of the account, Plaintiff has violated and breached its duty to the Defendant.

78. The essential purpose of the Electronic Fund Transfer Act (EFTA), 15 U.S.C. 1693 et seq., is to protect from the kind of harm that the Defendant has suffered in this matter.

79. Defendant is a member of the class of persons the EFTA statute is intended to protect.

80. Plaintiff's breach of that duty was a failure to use reasonable care.

81. Plaintiff's breach of that duty proximately caused damage to the Defendant.

82. Plaintiff acted in reckless disregard of the Defendant's rights.

83. The Defendant is entitled to a judgment against Plaintiff for actual and punitive damages.

WHEREFORE, Defendant prays for the court to:

- (a) Issue an Order dismissing the Complaint with prejudice;
- (b) Award all damages, actual, consequential, special, and punitive, available to the Defendant;
- (c) Award the Defendant all available statutory penalties;
- (d) Award the Defendant reasonable attorneys' fees;
- (e) Deny the Plaintiff the relief it seeks in this action; and
- (f) Grant Defendant such other and further relief as the court deems just and proper.

[signature next page]

Respectfully submitted,



Taylor M. Smith IV
Andrew S. Radeker
HARRISON & RADEKER, P.A.
Post Office Box 50143
Columbia, South Carolina 29250
(803) 779-2211
(803) 779-6700 (facsimile)
taylor@harrisonfirm.com (email)
drew@harrisonfirm.com (email)
ATTORNEYS FOR DEFENDANT
ANGELA T. FRANKS

Columbia, South Carolina

August 8, 2017

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

South Carolina Community Bank,

Plaintiff,

vs.

Angela T. Franks, CMS Roofing, LLC
and Department of the Treasury -
Internal Revenue Service,

Defendants.

IN THE COURT OF COMMON PLEAS

Case No. 2017-CP-40-03489

CERTIFICATE OF SERVICE

RICHLAND COUNTY
FILED
2017 AUG -8 PM 3:13
JEANNETTE W. MCBRIDE
C.C.P. & G.S.

I, Taylor M. Smith IV, an attorney with the law firm of Harrison & Roderick, P.A., Attorneys for Defendant Angela T. Franks, do hereby certify that I, on the 8th day of August, 2017, served the foregoing amended answer and counterclaim in the above-captioned action by depositing the same in the U.S. Mail, first class, postage prepaid, with the return address clearly noted, addressed as follows:

S. Nelson Weston, Esq.
Richardson Plowden & Robinson, P.A.
1900 Barnwell Street
Columbia, SC 29201

Taylor Smith

Taylor M. Smith IV

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

South Carolina Community Bank,

Plaintiff,

v.

Angela T. Franks, CMS Roofing, LLC and
Department of the Treasury – Internal Revenue
Service,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO.: 2017-CP-40-

CERTIFICATE OF EXEMPTION/

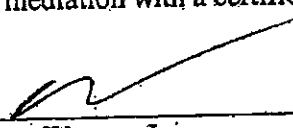
WITHDRAWAL FROM ARBITRATION

(Collection)
(Non-Jury)

2017 JUN -6 PM 2:15

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
- ☒ this is a case involving a mortgage foreclosure; or
- ☐ the parties submitted the case to a voluntary mediation with a certified mediator prior to the filing of this civil action


S. Nelson Weston, Jr.
Charles J. Webb
RICHARDSON, PLOWDEN & ROBINSON, P.A.
1900 Barnwell Street
Columbia, South Carolina 29202
Telephone: [803] 771-4400
ATTORNEYS FOR THE PLAINTIFF

May 15, 2017

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
SOUTH CAROLINA COMMUNITY BANK
PLAINTIFF,

vs.
ANGELA T. FRANKS, et al

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

C/A NO: 2017-CP-40-03489

AFFIDAVIT OF SERVICE

4286-198

Service of Process on: ANGELA T. FRANKS

The undersigned, being first duly sworn, on oath deposes and states: That s(he) is now and at all times herein mentioned a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, has the authority to serve pleadings in the State named above, and is competent to be a witness therein.

Documents Served:

☒ Civil Action Coversheet	☒ LP	☒ Summons and Complaint	☐ Order Permitting
☐ Amended LP	☐ Amended Summons & Complaint	☐ Order Joining	
☐ Notice to Appear	☐ Amended Notice of F/C Intervention	☐ Rule To Show Cause	
☒ Notice of F/C Intervention	☒ Certification from Exemption From ADR		

This affiant served the above-described documents at 464 ANNONDALE ROAD, COLUMBIA SC 29212 on the 16TH day of June, 2017 at 6:51 AM by delivering 1 copies of same to:

☒ INDIVIDUAL SERVICE: ☐ MET DEFENDANT AT

☐ SUBSTITUE SERVICE by leaving a copy of the above-described documents at his/her usual place of abode with (relationship/paralegal): a person residing therein of suitable age and discretion who confirmed the Defendant resides at the above address and informed that person of the contents thereof.

☐ CORPORATE OR GOVERNMENT SERVICE by leaving a copy of this process with (Title) a person authorized to accept service and informed that the person of the contents thereof.

MILITARY No MOBILE HOME PICTURES E-MAILED
MARRIED
HOUSE PROPERTY ADDRESS:
OWNER OCCUPIED:
MOBILE HOME: COMMENTS:

THE DESCRIPTION OF THE PERSON WITH WHOM THE COPY OF THIS PROCESS WAS LEFT IS AS FOLLOWS:
Age 60'S Gender Female Race B Height 5'4 Weight 135 Hair BLACK Glasses NO

Signature of Process Server: The undersigned declares, under penalty of perjury, that the foregoing is true and correct and that he/she is over the age of 18 and is not interested party in this action.

NAME: Steven W Smith Steven W Smith 6-16-2017
Print Signature Date

Notary Public: Subscribed and sworn before me on this 16TH day of June in the year of 2017
Personally known to me ☒ or ☐ identified by the following document:

Notary Public for SOUTH CAROLINA
Commission Expiration: 2-25-2023

Type:

Eld Choy
Notary Public (Legal Signature)

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

South Carolina Community Bank,

Plaintiff,

vs.

Angela T. Franks, CMS Roofing, LLC
and Department of the Treasury -
Internal Revenue Service,

Defendants.

IN THE COURT OF COMMON PLEAS

Case No. 2017-CP-40-03489

CERTIFICATE OF SERVICE

RICHLAND COUNTY
FILED
2017 AUG -8 PM 3:13
JEANNETTE W. MCBRIDE
Clerk, P. & G.S.

I, Taylor M. Smith IV, an attorney with the law firm of Harrison & Rader, P.A., Attorneys for Defendant Angela T. Franks, do hereby certify that I, on the 8th day of August, 2017, served the foregoing amended answer and counterclaim in the above-captioned action by depositing the same in the U.S. Mail, first class, postage prepaid, with the return address clearly noted, addressed as follows:

S. Nelson Weston, Esq.
Richardson Plowden & Robinson, P.A.
1900 Barnwell Street
Columbia, SC 29201

Taylor Smith

Taylor M. Smith IV

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

Case No. 2017-CP-40-03489

South Carolina Community Bank,

Plaintiff,

vs.

Angela T. Franks, CMS Roofing, LLC
and Department of the Treasury –
Internal Revenue Service,

Defendants.

AMENDED
ANSWER AND COUNTERCLAIM
OF ANGELA T. FRANKS

(JURY TRIAL DEMANDED)

The Defendant Angela T. Franks (hereinafter "Defendant"), in answer to the Plaintiff's Complaint and as counterclaim, answers and alleges as follows:

FOR A FIRST DEFENSE

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

2. Answering the allegations of paragraphs 1 and 3 of the Complaint, Defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations of both paragraphs.

3. Answering the allegations of paragraph 2 of the Complaint, Defendant admits the same.

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

5. Answering the allegations of paragraph 5 of the Complaint, Defendant admits the same.

RICHLAND COUNTY
FILED
2017 AUG 8 PM 3:48
JEANNE T. W. MCBRIDE
C.C.P. & G.S.

6. Answering the allegations of paragraph 6 of the Complaint, Defendant admits she did execute on the alleged date, a commercial promissory note payable to the order of Plaintiff, however craves reference to the words of the attached note, extension agreement, and loan modification which speak for themselves.

7. Answering the allegations of paragraph 7 of the Complaint, Defendant admits she did execute on the alleged date, a mortgage, however craves reference to the words of such mortgage which speak for themselves.

8. Answering the allegations of paragraph 8 of the Complaint, Defendant denies the same upon information and belief.

9. Answering the allegations of paragraph 9 of the Complaint, Defendant denies the same.

10. Answering the allegations of paragraph 10 of the Complaint, Defendant denies the same upon information and belief and further craves reference to the words of the mortgage which speak for themselves.

11. Answering the allegations of paragraph 11 of the Complaint, Defendant denies the same upon information and belief and further craves reference to the words of the mortgage which speak for themselves.

12. Answering the allegations of paragraph 12 of the Complaint, Defendant denies the same upon information and belief and further craves reference to the words of the mortgage which speak for themselves.

13. Answering the allegations of paragraph 13 of the Complaint, Defendant denies the same upon information and belief and further craves reference to the words of the mortgage which speak for themselves.

14. Answering the allegations of paragraph 14 of the Complaint, Defendant denies the same.

15. Answering the allegations of paragraph 15 of the Complaint, Defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations.

16. Answering the allegations of paragraph 16 of the Complaint, Defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations.

17. Answering the allegations of paragraph 17 of the Complaint, Defendant denies the same.

18. Answering the allegations of paragraph 18 of the Complaint, Defendant denies the same.

19. Answering the allegations of paragraph 19 of the Complaint, Defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations.

20. Answering the allegations of paragraph 20 of the Complaint, Defendant admits the Plaintiff demands what it demands.

21. Answering the allegations of paragraph 21 of the Complaint, Defendant denies the same upon information and belief.

22. Answering the allegations of paragraph 22 of the Complaint, Defendant denies the same upon information and belief.

23. Answering the allegations of paragraph 23 of the Complaint, Defendant admits the Plaintiff requests what it requests, but denies such requested provision will be needed.

24. No answer to the prayer in the Complaint is required.

25. Defendant notes that she desires and is interested in foreclosure intervention.

FOR A SECOND DEFENSE
(Plaintiff Created Default/Plaintiff's Prior Breach)

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

27. The Defendant made her monthly payments in the amount required by the note and mortgage through an automatic bank draft, also known as an "electronic fund transfer" (as defined by 15 U.S.C. §1693a), from an account Defendant maintained with Plaintiff.

28. Plaintiff agreed to accept Defendant's monthly mortgage payments through such electronic transfer to an account of Plaintiff's every month.

29. Under performance of this agreement Plaintiff maintained exclusive control over the mechanisms necessary to effectuate such a transfer.

30. The Defendant has received several written confirmations from Plaintiff that such transfers were effective and that Plaintiff received such monthly mortgage payments.

31. To the extent such payments though were not received by Plaintiff, South Carolina Community Bank has created or induced the purported default that forms the basis for its foreclosure claim. Accordingly, Plaintiff cannot prevail on its foreclosure claim.

FOR A THIRD DEFENSE
(Payment)

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

33. Plaintiff has routinely accepted Defendant's regular electronic fund transfers, even after the filing of this action.

34. By accepting Defendant's payments, Plaintiff has waived its right to declare this Defendant in default of an obligation it owed to Plaintiff and further waived its right to accelerate the alleged indebtedness owed.

FOR A FOURTH DEFENSE
(Unclean Hands)

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

36. Plaintiff (and predecessors in interest) has engaged in such conduct with respect to the matters subject of his claims as to make its hands unclean with regard to its claims.

37. This conduct includes, but is not necessarily limited to, refusing to stop the regular electronic fund transfers and then by such transfer, either accepting the payments of Defendant and still proceeding with this action or by misapplying the money it received from Defendant thereby inducing the default and breaching its agreement with Defendant.

38. This conduct relates directly to the subject matter of this action.

39. This conduct has proximately caused Defendant prejudice and injury.

FOR A FIFTH DEFENSE
(Miscellaneous)

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

41. In the event that an act or omission subject of defenses or claims asserted in this pleading was actually done or caused by a predecessor in interest to the Plaintiff, the Plaintiff's liability is the same as though the act had been done by the Plaintiff. The Plaintiff (or any Plaintiff hereafter substituted) took the loan involved in this case subject to all claims and defenses against all of the Plaintiff's predecessors in interest.

42. All matter pled by the Defendant as a counterclaim in this action also serves a defense to the Plaintiff's claim.

FOR A FIRST COUNTERCLAIM
(Breach of Contract)

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

44. Plaintiff breached its contract with the Defendant by either accepting her payments, or misapplying payments she made, and bringing this action despite the Defendant not being in default of the subject mortgage loan.

45. Defendant is entitled to judgment against Plaintiff for damages.

FOR A SECOND COUNTERCLAIM
(Breach of Contract Accompanied by a Fraudulent Act)

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

47. Plaintiff agreed to accept the electronic transfers from Defendant's account as part of a scheme to deprive Defendant of funds not for satisfying Defendant's monthly payment obligation but for some other purpose.

48. Plaintiff's actual diversion of Defendant's funds pursuant to this scheme directly resulted in the default of Defendant's obligation that the Plaintiff now alleges.

49. Plaintiff dishonestly represented to Defendant that the electronic transfers had satisfied Defendant's monthly obligation and unlawfully appropriated Defendant's funds for a purpose other than what was agreed between the parties.

50. Plaintiff's dishonesty and misappropriation of Defendant's funds resulted in damages for Defendant.

51. Defendant is entitled to judgment against Plaintiff for actual and punitive damages.

FOR A THIRD COUNTERCLAIM
(Conversion)

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

53. The Plaintiff, without the Defendant's permission, applied money paid by the Defendant on the subject mortgage loan in a manner not permitted by the subject note and mortgage.

54. The Plaintiff converted the Defendant's money in so doing.

55. The Plaintiff did so in reckless disregard for the Defendant's rights.

56. The Defendant is entitled to judgment against the Plaintiff for actual and punitive damages.

FOR A FOURTH COUNTERCLAIM
(Accounting and Restitution)

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

58. There is a long and complicated history with regard to the account subject of this action.

59. The Plaintiff has misapplied amounts it received as payment on the subject note debt and has assessed improper charges on the subject loan.

60. The court should require the Plaintiff to account for the amounts it has received as payment and what it has done with those amounts.

61. The court should order such relief in restitution as is proper to make the Defendant whole.

FOR A FIFTH COUNTERCLAIM
(Violation of Unfair Trade Practices Act)

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

63. Actions of Plaintiff, including, but not necessarily limited to, those stated in this complaint, constitute violations of the South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10, et seq. These acts offended public policy, which favors and encourages honesty and fair dealing in commerce, and which discourages deception and misrepresentation and discourages financial institutions from demanding improper payment amounts, assessing improper charges against their customers, misapplying their customers' payments, and bringing unwarranted foreclosure actions against their customers. These acts were immoral, oppressive, unscrupulous, and substantially injured Defendant.

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

65. These actions have an impact upon the public interest and are capable of repetition, including, but not necessarily limited to, in that Plaintiff maintains numerous electronic fund transfer obligations with its customers and, further, Plaintiff has actually repeated with other customers what it has done with Defendant.

66. Defendant has suffered damages as a direct, consequent, and proximate result of these actions of Plaintiff.

67. Defendant is entitled to a judgment against Plaintiff for treble damages, reasonable attorney's fees, and costs.

FOR A SIXTH COUNTERCLAIM
(Violation of Electronic Fund Transfer Act, 15 U.S.C. 1693 et seq.)

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

69. Plaintiff and Defendant had an agreement whereby Plaintiff would make regular automatic bank drafts from Defendant's account to satisfy the alleged obligation subject to this matter.

70. The agreement to make these regular bank drafts between South Carolina Community Bank and Angela T. Franks constitutes a preauthorized electronic fund transfer, pursuant to 15 U.S.C. §1693e.

71. Over time Defendant Franks lost confidence in how her accounts with Plaintiff were being managed, so she notified Plaintiff that she wished to stop the preauthorized electronic fund transfers and make the regular payments by other means.

72. Plaintiff instructed Defendant that it was impossible to stop the preauthorized electronic fund transfers and therefore was declining to accept Defendant's payments by any other means.

73. By failing to stop payment of the preauthorized electronic transfers and by failing to make such transfers in accordance with the terms and conditions of the account, Plaintiff has violated the Electronic Fund Transfer Act, pursuant to 15 U.S.C. §1693h.

74. Defendant is entitled to a judgment against Plaintiff for actual damages, reasonable attorney's fees, and costs.

FOR A SEVENTH COUNTERCLAIM
(Negligence Per Se)

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

76. In facilitating and controlling the electronic fund transfers, Plaintiff undertook a duty to apply her payments correctly, to stop the electronic fund transfers when requested by Defendant,

and to refrain from causing a foreclosure action to be improperly brought and prosecuted against her.

77. By failing to stop payment of the preauthorized electronic transfers and by failing to make such transfers in accordance with the terms and conditions of the account, Plaintiff has violated and breached its duty to the Defendant.

78. The essential purpose of the Electronic Fund Transfer Act (EFTA), 15 U.S.C. 1693 et seq., is to protect from the kind of harm that the Defendant has suffered in this matter.

79. Defendant is a member of the class of persons the EFTA statute is intended to protect.

80. Plaintiff's breach of that duty was a failure to use reasonable care.

81. Plaintiff's breach of that duty proximately caused damage to the Defendant.

82. Plaintiff acted in reckless disregard of the Defendant's rights.

83. The Defendant is entitled to a judgment against Plaintiff for actual and punitive damages.

WHEREFORE, Defendant prays for the court to:

- (a) Issue an Order dismissing the Complaint with prejudice;
- (b) Award all damages, actual, consequential, special, and punitive, available to the Defendant;
- (c) Award the Defendant all available statutory penalties;
- (d) Award the Defendant reasonable attorneys' fees;
- (e) Deny the Plaintiff the relief it seeks in this action; and
- (f) Grant Defendant such other and further relief as the court deems just and proper.

[signature next page]

Respectfully submitted,

Taylor Smith

Taylor M. Smith IV
Andrew S. Radeker
HARRISON & RADEKER, P.A.
Post Office Box 50143
Columbia, South Carolina 29250
(803) 779-2211
(803) 779-6700 (facsimile)
taylor@harrisonfirm.com (email)
drew@harrisonfirm.com (email)
ATTORNEYS FOR DEFENDANT
ANGELA T. FRANKS

Columbia, South Carolina

August 8, 2017

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

South Carolina Community Bank,

Plaintiff,

vs.

Angela T. Franks, CMS Roofing, LLC
and Department of the Treasury –
Internal Revenue Service,

Defendants.

IN THE COURT OF COMMON PLEAS

Case No. 2017-CP-40-03489

ANSWER AND COUNTERCLAIM OF
ANGELA T. FRANKS

RICHLAND COUNTY
FILED
2017 JUL 18 AM 10:06
JEANETTE W. MCBRIDE
C.C.P. & G.S.

The Defendant Angela T. Franks (hereinafter "Defendant"), in answer to Plaintiff's Complaint and as counterclaim, answers and alleges as follows:

FOR A FIRST DEFENSE

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

2. Answering the allegations of paragraphs 1 and 3 of the Complaint, Defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations of both paragraphs.

3. Answering the allegations of paragraph 2 of the Complaint, Defendant admits the same.

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

5. Answering the allegations of paragraph 5 of the Complaint, Defendant admits the same.

6. Answering the allegations of paragraph 6 of the Complaint, Defendant admits she did execute on the alleged date, a commercial promissory note payable to the order of Plaintiff, however craves reference to the words of the attached note, extension agreement, and loan modification which speak for themselves.

7. Answering the allegations of paragraph 7 of the Complaint, Defendant admits she did execute on the alleged date, a mortgage, however craves reference to the words of such mortgage which speak for themselves.

8. Answering the allegations of paragraph 8 of the Complaint, Defendant denies the same upon information and belief.

9. Answering the allegations of paragraph 9 of the Complaint, Defendant denies the same.

10. Answering the allegations of paragraph 10 of the Complaint, Defendant denies the same upon information and belief and further craves reference to the words of the mortgage which speak for themselves.

11. Answering the allegations of paragraph 11 of the Complaint, Defendant denies the same upon information and belief and further craves reference to the words of the mortgage which speak for themselves.

12. Answering the allegations of paragraph 12 of the Complaint, Defendant denies the same upon information and belief and further craves reference to the words of the mortgage which speak for themselves.

13. Answering the allegations of paragraph 13 of the Complaint, Defendant denies the same upon information and belief and further craves reference to the words of the mortgage which speak for themselves.

14. Answering the allegations of paragraph 14 of the Complaint, Defendant denies the same.

15. Answering the allegations of paragraph 15 of the Complaint, Defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations.

16. Answering the allegations of paragraph 16 of the Complaint, Defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations.

17. Answering the allegations of paragraph 17 of the Complaint, Defendant denies the same.

18. Answering the allegations of paragraph 18 of the Complaint, Defendant denies the same.

19. Answering the allegations of paragraph 19 of the Complaint, Defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations.

20. Answering the allegations of paragraph 20 of the Complaint, Defendant admits the Plaintiff demands what it demands.

21. Answering the allegations of paragraph 21 of the Complaint, Defendant denies the same upon information and belief.

22. Answering the allegations of paragraph 22 of the Complaint, Defendant denies the same upon information and belief.

23. Answering the allegations of paragraph 23 of the Complaint, Defendant admits the Plaintiff requests what it requests, but denies such requested provision will be needed.

24. No answer to the prayer in the Complaint is required.

25. Defendant notes that she desires and is interested in foreclosure intervention.

FOR A SECOND DEFENSE
(Plaintiff Created Default/Plaintiff's Prior Breach)

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

27. The Defendant made her monthly payments in the amount required by the note and mortgage through an automatic bank draft, also known as an "electronic fund transfer" (as defined by 15 U.S.C. §1693a), from an account Defendant maintained with Plaintiff.

28. Plaintiff agreed to accept Defendant's monthly mortgage payments through such electronic transfer to an account of Plaintiff's every month.

29. Under performance of this agreement Plaintiff maintained exclusive control over the mechanisms necessary to effectuate such a transfer.

30. The Defendant has received several written confirmations from Plaintiff that such transfers were effective and that Plaintiff received such monthly mortgage payments.

31. To the extent such payments though were not received by Plaintiff, South Carolina Community Bank has created or induced the purported default that forms the basis for its foreclosure claim. Accordingly, Plaintiff cannot prevail on its foreclosure claim.

FOR A THIRD DEFENSE
(Payment)

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

33. Plaintiff has routinely accepted Defendant's regular electronic fund transfers, even after the filing of this action.

34. By accepting Defendant's payments, Plaintiff has waived its right to declare this Defendant in default of an obligation it owed to Plaintiff and further waived its right to accelerate the alleged indebtedness owed.

FOR A FOURTH DEFENSE
(Unclean Hands)

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

36. Plaintiff (and predecessors in interest) has engaged in such conduct with respect to the matters subject of his claims as to make its hands unclean with regard to its claims.

37. This conduct includes, but is not necessarily limited to, refusing to stop the regular electronic fund transfers and then by such transfer, either accepting the payments of Defendant and still proceeding with this action or by misapplying the money it received from Defendant thereby inducing the default and breaching its agreement with Defendant.

38. This conduct relates directly to the subject matter of this action.

39. This conduct has proximately caused Defendant prejudice and injury.

FOR A FIFTH DEFENSE
(Miscellaneous)

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

41. In the event that an act or omission subject of defenses or claims asserted in this pleading was actually done or caused by a predecessor in interest to the Plaintiff, the Plaintiff's liability is the same as though the act had been done by the Plaintiff. The Plaintiff (or any Plaintiff hereafter substituted) took the loan involved in this case subject to all claims and defenses against all of the Plaintiff's predecessors in interest.

42. All matter pled by the Defendant as a counterclaim in this action also serves a defense to the Plaintiff's claim.

FOR A FIRST COUNTERCLAIM
(Breach of Contract)

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

44. Plaintiff breached its contract with the Defendant by either accepting her payments, or misapplying payments she made, and bringing this action despite the Defendant not being in default of the subject mortgage loan.

45. Defendant is entitled to judgment against Plaintiff for damages.

FOR A SECOND COUNTERCLAIM
(Conversion)

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

47. The Plaintiff, without the Defendant's permission, applied money paid by the Defendant on the subject mortgage loan in a manner not permitted by the subject note and mortgage.

48. The Plaintiff converted the Defendant's money in so doing.

49. The Plaintiff did so in reckless disregard for the Defendant's rights.

50. The Defendant is entitled to judgment against the Plaintiff for actual and punitive damages.

FOR A THIRD COUNTERCLAIM
(Accounting and Restitution)

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

52. There is a long and complicated history with regard to the account subject of this action.

53. The Plaintiff has misapplied amounts it received as payment on the subject note debt and has assessed improper charges on the subject loan.

54. The court should require the Plaintiff to account for the amounts it has received as payment and what it has done with those amounts.

55. The court should order such relief in restitution as is proper to make the Defendant whole.

FOR A FOURTH COUNTERCLAIM
(Violation of Unfair Trade Practices Act)

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

57. Actions of Plaintiff, including, but not necessarily limited to, those stated in this complaint, constitute violations of the South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10, et seq. These acts offended public policy, which favors and encourages honesty and fair dealing in commerce, and which discourages deception and misrepresentation and discourages financial institutions from demanding improper payment amounts, assessing improper charges against their customers, misapplying their customers' payments, and bringing unwarranted foreclosure actions against their customers. These acts were immoral, oppressive, unscrupulous, and substantially injured Defendant.

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

59. These actions have an impact upon the public interest and are capable of repetition, including, but not necessarily limited to, in that Plaintiff maintains numerous electronic fund transfer obligations with its customers and, further, Plaintiff has actually repeated with other customers what it has done with Defendant.

60. Defendant has suffered damages as a direct, consequent, and proximate result of these actions of Plaintiff.

61. Defendant is entitled to a judgment against Plaintiff for treble damages, reasonable attorney's fees, and costs.

FOR A FIFTH COUNTERCLAIM
(Violation of Electronic Fund Transfer Act, 15 U.S.C. 1693 et seq.)

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

63. Plaintiff and Defendant had an agreement whereby Plaintiff would make regular automatic bank drafts from Defendant's account to satisfy the alleged obligation subject to this matter.

64. The agreement to make these regular bank drafts between South Carolina Community Bank and Angela T. Franks constitutes a preauthorized electronic fund transfer, pursuant to 15 U.S.C. §1693e.

65. Over time Defendant Franks lost confidence in how her accounts with Plaintiff were being managed, so she notified Plaintiff that she wished to stop the preauthorized electronic fund transfers and make the regular payments by other means.

66. Plaintiff instructed Defendant that it was impossible to stop the preauthorized electronic fund transfers and therefore was declining to accept Defendant's payments by any other means.

67. By failing to stop payment of the preauthorized electronic transfers and by failing to make such transfers in accordance with the terms and conditions of the account, Plaintiff has violated the Electronic Fund Transfer Act, pursuant to 15 U.S.C. §1693h.

68. Defendant is entitled to a judgment against Plaintiff for actual damages, reasonable attorney's fees, and costs.

FOR A SIXTH COUNTERCLAIM
(Negligence Per Se)

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

70. In facilitating and controlling the electronic fund transfers, Plaintiff undertook a duty to apply her payments correctly, to stop the electronic fund transfers when requested by Defendant, and to refrain from causing a foreclosure action to be improperly brought and prosecuted against her,

71. By failing to stop payment of the preauthorized electronic transfers and by failing to make such transfers in accordance with the terms and conditions of the account, Plaintiff has violated and breached its duty to the Defendant.

72. The essential purpose of the Electronic Fund Transfer Act (EFTA), 15 U.S.C. 1693 et seq., is to protect from the kind of harm that the Defendant has suffered in this matter.

73. Defendant is a member of the class of persons the EFTA statute is intended to protect.

74. Plaintiff's breach of that duty was a failure to use reasonable care.

75. Plaintiff's breach of that duty proximately caused damage to the Defendant.

76. Plaintiff acted in reckless disregard of the Defendant's rights.

77. The Defendant is entitled to a judgment against Plaintiff for actual and punitive damages.

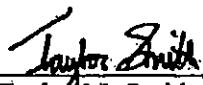
WHEREFORE, Defendant prays for the court to:

- (a) Issue an Order dismissing the Complaint with prejudice;
- (b) Award all damages, actual, consequential, special, and punitive, available to the Defendant;
- (c) Award the Defendant all available statutory penalties;
- (d) Award the Defendant reasonable attorneys' fees;

(e) Deny the Plaintiff the relief it seeks in this action; and

(f) Grant Defendant such other and further relief as the court deems just and proper.

Respectfully submitted,



Taylor M. Smith IV
Andrew S. Radeker
HARRISON & RADEKER, P.A.
Post Office Box 50143
Columbia, South Carolina 29250
(803) 779-2211
(803) 779-6700 (facsimile)
taylor@harrisonfirm.com (email)
drew@harrisonfirm.com (email)
ATTORNEYS FOR DEFENDANT
ANGELA T. FRANKS

Columbia, South Carolina

July 17, 2017

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

South Carolina Community Bank,

Plaintiff,

vs.

Angela T. Franks, CMS Roofing, LLC
and Department of the Treasury –
Internal Revenue Service,

Defendants.

IN THE COURT OF COMMON PLEAS

Case No. 2017-CP-40-03489

CERTIFICATE OF SERVICE

RICHLAND COUNTY
FILED
2017 JUL 18 AM 10:08
JEANETTE W. HODGINS
C.C.P. & G.S.

I, Taylor M. Smith IV, an attorney with the law firm of Harrison & Kadeker, P.A., Attorneys for Defendant Angela T. Franks, do hereby certify that I, on the 17th day of July, 2017, served the foregoing answer and counterclaim in the above-captioned action by depositing the same in the U.S. Mail, first class, postage prepaid, with the return address clearly noted, addressed as follows:

S. Nelson Weston, Esq.
Richardson Plowden & Robinson, P.A.
1900 Barnwell Street
Columbia, SC 29201

Taylor Smith

Taylor M. Smith IV

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

South Carolina Community Bank,

Plaintiff(s)

vs.

Angela T. Franks, et al.,

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2017-CP - 40-03489

Submitted By: S. Nelson Weston, Jr.
Address: Richardson Plowden & Robinson, P.A.
1900 Barnwell Street, Columbia SC 29201

SC Bar #: 12902
Telephone #: (803) 253-8707
Fax #: (803) 779-0016
Other:
E-mail: nweston@richardsonplowden.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☐ JURY TRIAL demanded in complaint. ☒ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

Contracts	Torts - Professional Malpractice	Torts - Personal Injury	Real Property
☐ Constructions (100)	☐ Dental Malpractice (200)	☐ Assault/Slander/Libel (300)	☐ Claim & Delivery (400)
☐ Debt Collection (110)	☐ Legal Malpractice (210)	☐ Conversion (310)	☐ Condemnation (410)
☐ Employment (120)	☐ Medical Malpractice (220)	☐ Motor Vehicle Accident (320)	☒ Foreclosure (420)
☐ General (130)	Previous Notice of Intent Case #	☐ Premises Liability (330)	☐ Mechanic's Lien (430)
☐ Breach of Contract (140)	20 -NI-	☐ Products Liability (340)	☐ Partition (440)
☐ Other (199)	☐ Notice/ File Med Mal (230)	☐ Personal Injury (350)	☐ Possession (450)
	☐ Other (299)	☐ Wrongful Death (360)	☐ Building Code Violation (460)
		☐ Other (399)	☐ Other (499)
Inmate Petitions	Administrative Law/Relief	Judgments/Settlements	Appeals
☐ PCR (500)	☐ Reinstate Drv. License (800)	☐ Death Settlement (700)	☐ Arbitration (900)
☐ Mandamus (520)	☐ Judicial Review (810)	☐ Foreign Judgment (710)	☐ Magistrate-Civil (910)
☐ Habeas Corpus (530)	☐ Relief (820)	☐ Magistrate's Judgment (720)	☐ Magistrate-Criminal (920)
☐ Other (599)	☐ Permanent Injunction (830)	☐ Minor Settlement (730)	☐ Municipal (930)
	☐ Forfeiture-Petition (840)	☐ Transcript Judgment (740)	☐ Probate Court (940)
	☐ Forfeiture-Consent Order (850)	☐ Lis Pendens (750)	☐ SCDOT (950)
	☐ Other (899)	☐ Transfer of Structured Settlement Payment Rights Application (760)	☐ Worker's Comp (960)
Special/Complex /Other		☐ Confession of Judgment (770)	☐ Zoning Board (970)
☐ Environmental (600)	☐ Pharmaceuticals (630)	☐ Petition for Workers Compensation Settlement Approval (780)	☐ Public Service Comm. (990)
☐ Automobile Arb. (610)	☐ Unfair Trade Practices (640)	☐ Other (799)	☐ Employment Security Comm (991)
☐ Medical (620)	☐ Out-of State Depositions (650)		
☐ Other (699)	☐ Motion to Quash Subpoena in an Out-of-County Action (660)		
	☐ Sexual Predator (510)		

Submitting Party Signature: _____

Date: 5/25/17

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

South Carolina Community Bank,

Plaintiff,

v.

Angela T. Franks, CMS Roofing, LLC and
Department of the Treasury – Internal
Revenue Service,

Defendants.

COURT OF COMMON PLEAS

C/A NO: 2017-CP-40-

SUMMONS
(Non-Jury)

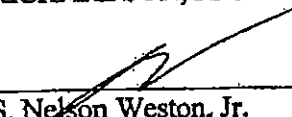
2017 May -6 PM 2:15

TO THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED to answer the Complaint in the above-captioned action, a copy of which is herewith served upon you, and to serve a copy of your Answer upon the subscribers at their offices located at 1900 Barnwell Street, Post Office Drawer 7788, Columbia, South Carolina 29202, within thirty (30) days after the date of such service, exclusive of the day of such service; and if you fail to answer the said Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an order of reference or that the Court may issue a general order of reference of this action to a master in equity/special referee, pursuant to Rule 53, of the South Carolina Rules of Civil Procedure.

RICHARDSON, PLOWDEN & ROBINSON, P.A.


S. Nelson Weston, Jr.
Charles J. Webb
P.O. Drawer 7788
Columbia, South Carolina 29202
(803) 771-4400
ATTORNEYS FOR THE PLAINTIFF

May 25, 2017

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

South Carolina Community Bank,

Plaintiff,

v.

Angela T. Franks, CMS Roofing, LLC and
Department of the Treasury – Internal Revenue
Service,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO.: 2017-CP-40-

FORECLOSURE COMPLAINT

2017 NOV 5 PM 2:15

The Plaintiff, complaining of the Defendants, above-named, alleges that:

1. South Carolina Community Bank is a banking institution doing business in the State of South Carolina authorized to do business under the laws of the United States of America and subject to the jurisdiction of this Court.
2. Upon information and belief, Defendant Angela T. Franks is a resident of the County of Richland, State of South Carolina and subject to the jurisdiction of this Court.
3. Upon information and belief, Defendant CMS Roofing, LLC is a limited liability company doing business in the County of Richland, State of South Carolina and subject to the jurisdiction of this Court.
4. Upon information and belief, Defendant Department of the Treasury – Internal Revenue Service is a federal agency of the United States of America and subject to the jurisdiction of this Court.
5. The real property hereinafter described, which is the subject of this action, is situated and located in Richland County, South Carolina.

6. Heretofore, Defendant Angela T. Franks, did on August 16, 2010, execute and deliver for value received, a Commercial Promissory Note payable to the order of Plaintiff South Carolina Community Bank (the "Plaintiff" or "Mortgagee") in the amount of Fifty Six Thousand Six Hundred and 00/100 (\$56,600.00) Dollars repayable in monthly installments pursuant to the terms of the Note, a copy of said Note is attached hereto as Exhibit "A" and incorporated herein by reference (the "Note"). Subsequently, the Note was modified on August 30, 2012 by an Extension Agreement; a copy of said agreement is attached as Exhibit "B" and incorporated herein by reference. Thereafter, the Note was modified on October 17, 2014; a copy of said Loan Modification is attached as Exhibit "C".

7. On or about August 16, 2010, Defendant Angela T. Franks (hereinafter sometimes referred to as the "Defendant" or "Mortgagor") in order to better secure the payment of the indebtedness evidenced by said Note and according to the terms and conditions thereto, executed and delivered to Plaintiff South Carolina Community Bank, its successors and assigns, a Mortgage secured by the following-described real estate (the "Property"), to wit:

All that certain piece, parcel or lot of land with the improvements thereon, situate, lying, being in the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as Lots 1, 2, 3 and the southeastern portion of Lot 4, Block 1 on a map of COLLEGE VIEW prepared by A.I. Schisler dated August and September, 1927, and recorded in the Office of the ROD for Richland County in Plat Book "F" at Page 24; said lot being further shown and delineated on a plat prepared for Forrest Tanner by Isaac B. Cox & Son, Inc., RLS and Engineers dated May 10, 1979, and recorded in the aforementioned ROD Office in Plat Book "Y" at Page 4498; said lots having such metes and bounds as shown on said latter plat, which is being incorporated herein by reference as a part of this description.

This being the identical property conveyed to Elliot E. Franks, III and Angela T. Franks by Deed of G&R Properties dated December 30, 2004, and recorded January 11, 2005, in Book 1014, Page 1128; thence to Angela T. Franks by Deed of Distribution of the Estate of Elliott E. Franks, III (Lexington County Probate Case No. 2008-ES-32-01297) recorded July 27, 2010, in Book 1621, Page 1299, Richland

County records.

TMS#: 09216-07-13

8. Said Mortgage constitutes a first lien on the Property and was duly filed and recorded in the Office of the Register of Deeds for Richland County, South Carolina, on August 18, 2010, in Book RB-1625, Page 3444. A copy of said Mortgage, is attached hereto as Exhibit "D" and incorporated herein by reference (the "Mortgage").

9. It was agreed in said Mortgage that, should the Mortgagor default in any of the payments as therein provided, the whole amount of the debt secured by said Mortgage shall become due and payable at the election of the Mortgagee, after notice has been given to the Mortgagor. The Mortgagors failed and refused to pay to the Plaintiff the principal and interest due and has failed to make any payment since that time.

10. Said Mortgagor further agreed that in the case of foreclosure of said Mortgage, by suit or otherwise, the Mortgagee shall recover from the Mortgagor a reasonable sum as attorneys' fees, which shall be secured by the Mortgage, and included in the judgment of foreclosure.

11. Said Mortgage further provides that said Mortgagor thereby assigned, set over, and transferred to the Mortgagee, its successors and assigns, all of the rents, issues and profits of the mortgaged premises, including those past due, upon acceleration of payment of all sums secured by the Mortgage.

12. The said Mortgage further provides that the Mortgagor shall insure and keep insured against loss and damage by fire the premises covered by said Mortgage, and in the event of the failure of the said Mortgagor to insure and keep insured the said premises, the said Mortgagee, its successors or assigns, may cause the same to be insured in its own name, and reimburse itself for

the premium and expenses of such insurance under the Mortgage, whereupon the entire debt secured by the said Mortgage shall become due and payable, if the Mortgagee, or its successors or assigns, shall so elect.

13. The said Mortgage further provided that the Mortgagor shall promptly pay all taxes assessed and chargeable against said property, and in default thereof, that the said Mortgagee, its successors or assigns, may pay the same and reimburse itself under the said Mortgage, whereupon the entire debt secured by said Mortgage shall become immediately due and payable, if the Mortgagee or its successors or assigns, shall so elect.

14. The aforesaid Note and Mortgage are now in default. The Plaintiff has made demand on the Defendant, for payment of the aforesaid Note and Mortgage; however, the demands of the Plaintiff have been ignored by the Mortgagor, and, by reason of failure of the Mortgagor to pay the principal and interest becoming due, the Plaintiff has elected and does hereby elect that the entire indebtedness evidenced by the Note and secured by said Mortgage is immediately due and payable.

15. Since it has become and is necessary for the Plaintiff to employ legal counsel to prosecute this action, a reasonable fee for the services of the Plaintiff's counsel should, according to the terms of said Note and Mortgage, be added to the amount of the Mortgage debt. Said reasonable fee should take into consideration the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents, performing the title search, and preparing the pleadings; the time anticipated to be performed in preparing for and attending hearings and until final adjudication of the within action, under the terms of the Note and Mortgage; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the

potential beneficial results obtained for the Plaintiff. Services anticipated to be performed until final adjudication contemplate completion of this matter within a reasonable time and do not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time.

16. The Plaintiff is informed and believes that it is entitled to judgment and foreclosure of said Mortgage, together with reasonable attorneys' fees and the costs of this action.

17. The payments due on said Note and Mortgage are in default due to failure to pay the payments due, and all subsequent payments; the conditions of said Note and Mortgage have been broken and the Plaintiff elects to and does declare the entire balance of said indebtedness due and payable, and that there is due on said Note and Mortgage as of December 27, 2016 of Fifty One Thousand Two Hundred Sixty and 92/100 (\$51,260.92) Dollars, and for the costs and disbursements of this action, including a reasonable attorneys' fee.

18. If the Plaintiff pays any utility charges, which constitute or could constitute a lien on the premises, Plaintiff's payments should be added to the amount of any judgment rendered on its behalf.

19. That this foreclosure involves a Mortgage that is not owned, securitized or guaranteed by Fannie Mae or Freddie Mac nor is the Plaintiff, as the servicer of the Note and Mortgage, participating in the Home Affordable Modification Program.

20. The Plaintiff demands a personal or deficiency judgment against Defendant Angela T. Franks.

21. That Defendant CMS Roofing, LLC claims or may claim an interest in the subject property by virtue of a judgment lien against Angela Franks in the amount of \$3,970.50 recorded on November 2, 2015 in the Office of the Register of Deeds in Richland County, Roll # 2015-CP-40-

06511. Said judgment lien is junior and subordinate to Plaintiff's mortgage lien.

22. That Defendant Department of the Treasury – Internal Revenue Service claims or may claim an interest in the subject property by virtue of a federal tax lien against Angela T. Franks and Ellitoo E. Franks III in the amount of \$30,180.38 recorded on October 25, 2011 in the Office of the Register of Deeds for Richland County in Book RB-1716 at Page 2152. Said tax lien is junior and subordinate to Plaintiff's mortgage lien.

23. Upon foreclosure and sale of the property hereinabove described, in order that the purchaser at said sale may duly acquire peaceful possession of the property, the Court is respectfully requested to include in its Decree of Foreclosure and Sale the following proviso, to wit:

After the sale of the premises, and as soon as the sale by the Master-in-Equity is complete, the Mortgagor, or person(s) in possession, shall, within twenty (20) days of the date of sale, move from the premises, and give up the premises, without damage or vandalism. Upon failure of any Mortgagor or person(s) to vacate premises within twenty (20) days of the date of sale by the Court, the Sheriff is authorized, empowered and directed to enter upon the premises and forcibly eject the parties therefrom, unless prior to such date, the Mortgagor or person(s) in possession has obtained from the Court an Order extending the time which said Mortgagor or person(s) shall have to vacate said premises. The Sheriff (or his deputies) is also authorized to remove from the premises any furniture or other possessions of the Mortgagor or person(s) in possession, and any interference with the activities of the Sheriff will be upon penalty of contempt of Court.

WHEREFORE, the Plaintiff prays judgment:

A. That the amount due upon the said Note and Mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorneys' fees and costs of this action; and

B. That the said Plaintiff's Mortgage be declared a valid first lien on the subject Property and that the said Plaintiff be allowed to have judgment of foreclosure for the amount so

found to be due and owing to Plaintiff, together with any taxes or insurance premiums which may be due, or utility charges paid by Plaintiff, with a reasonable sum as attorneys' fees and costs of this action; and

C. That the mortgaged Property be sold under the direction of this Court, subsequent to the first mortgage holder, the equity of redemption be barred, and the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and sale including reasonable attorneys' fees;

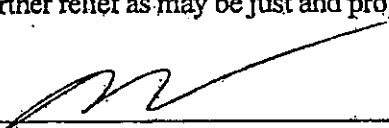
Second, to the payment and discharge of the amount due on the Plaintiff's Mortgage as determined by this Court;

Third, the surplus, if any, to be distributed according to law in such manner as may be determined by this Honorable Court; and

D. That the Plaintiff demands a deficiency judgment against Defendant Angela T. Franks and in the event that the proceeds of the sale of the mortgaged Property are insufficient to pay in full the indebtedness, including costs of collection; and

E. For such other and further relief as may be just and proper.

May 17, 2017
Columbia, South Carolina



S. Nelson Weston, Jr.
Charles J. Webb
RICHARDSON, PLOWDEN & ROBINSON, P.A.
1900 Barnwell Street
Post Office Drawer 7788
Columbia, South Carolina 29202
Telephone: (803) 771-4400
ATTORNEYS FOR THE PLAINTIFF

COMMERCIAL PROMISSORY NOTE

ADDRESS OF BORROWER (Name, Address, City, State, Zip)

ANGELA T FRANKS

464 ANNONDALE RD

COLUMBIA SC 29212

NAME AND ADDRESS OF LENDER (Name, Address, City, State, Zip)

S&C COMMUNITY BANK
1545 SUMTER STREET
COLUMBIA, SC 29201

NOTE NUMBER	TRANSACTION DATE	MATURITY DATE	TERM	OFFICER	INTEREST RATE
101459	10/17/2014	10/17/19	1	050	6.52

For value received, on or before the Maturity Date, the undersigned Borrower promises to pay the principal amount, together with interest, and any other charges, including service charges, to the order of the Lender at its office at the address noted above or holder, all in lawful money of the United States of America. The undersigned further agrees to the terms below and on page two of this Note. Words, numbers or phrases preceded by a ☐ are applicable only if the ☐ is marked.

\$56,224.78

PRINCIPAL AMOUNT

Fifty six thousand two hundred twenty four & 78/100

PAYMENT SCHEDULE: ☒ In 59 Installments of \$ 493.35 ☐ plus interest ☒ including interest starting 11/17/14
☐ interest only starting ☒ monthly ☐ quarterly
☒ interest, principal and other charges due on Maturity Date.
☐ other payment schedule.

INTEREST RATE:

This loan is subject to

☐ a fixed interest rate of

% per annum.

☒ a variable simple interest rate, which is

☒ 4.50

% greater than

☐ equal to

% less than the following index:

ERC (<\$5MM AS PUBLISHED BY THE FEDERAL HOME LOAN BANK OF ATLANTA)

Initial Variable Rate Interest Rate	Prime Variable Rate Interest Rate	Minimum Interest Rate	Maximum Interest Rate	Interest Rate Change Not to Exceed
6.52	% 2.15	% 6.00	%	AS THE INDEX CHANGES

Interest will be calculated on the unpaid balance for the actual days outstanding on a:

☐ 365/365 Day Basis.

☒ 365/360 Day Basis.

DEFAULT RATE:

If in default the interest rate shall be:

% per annum.

% in excess of the index.

LATE CHARGE:

If Borrower is more than 10

days late in making any payment, in addition to such payment, Borrower will pay a late charge of:

☐ the lesser of

☐ the greater of

☐ an amount equal to

\$

or ☒ 5.00

% of the payment in default.

PAYABLE ON DEMAND:

☐ Payment is due upon demand.

☐ Payment is due upon demand, but in any event, not later than Maturity Date.

LINE OF CREDIT:

☐ If this Note is not in default, Lender may make advances on a revolving basis up to the Principal Amount.

☐

ANNUAL MEMBERSHIP FEE. Lender will assess an Annual Membership Fee of \$ Dollars, which will be due, when Borrower's loan is first opened and on the yearly anniversary of the opening date. This fee will be charged to this loan as an advance. This fee is not refundable under any circumstances and does not assure Borrower that this loan will not be terminated, credit suspended or credit limit reduced as permitted under this Note.

☐ Additional Note Provisions:

Security for this Note, if any, (the "Collateral") is granted pursuant to the following document(s) executed on the date(s) noted below:

☒ security agreement dated 8/16/10

☒ mortgage, deed of trust, trust deed or security deed dated 8/16/10

☒ other UCC1 DATED 8/16/2010 COVERING ALL FIXTURES
LOCATED AT 1205 COLUMBIA COLLEGE DR., COLUMBIA,
SC 29203

By initialing, I acknowledge this is page 1 of 2
of the Commercial Promissory Note.

Initials

Initials

Initials

Initials

• Additional Provisions

BUSINESS LOAN AGREEMENT

NAME(S) / ADDRESS(S) OF BORROWER(S) ("Borrower, I, My or Us") ANGELA T FRANKS 464 ANNONDALE RD COLUMBIA SC 29212		NAME / ADDRESS OF LENDER (CREDITORS) ("Lender, You, or Your") S C COMMUNITY BANK 1545 SUMTER STREET COLUMBIA, SC 29201	
TYPE OF BUSINESS REAL ESTATE INVESTOR		☐ CORPORATION ☐ PARTNERSHIP ☒ PROPRIETORSHIP ☐ LIMITED LIABILITY COMPANY ☐ LIMITED LIABILITY PARTNERSHIP	
AMOUNT AND TERM OF LOAN(S) OR LINE(S) OF CREDIT Fifty six thousand two hundred twenty Four & 78/100 \$ 56,224.78			
TRANSACTION DATE 10/17/2014	MATURITY DATE 10/17/19	ACCOUNT NUMBER 101459	☒ LOAN ☐ LINE OF CREDIT
INTEREST RATE 6.52			
PURPOSE OF CREDIT RENEWAL OF LN #101459 1-4 FAMILY RESIDENCE			

The undersigned Borrower, in consideration of the Lender granting the loan(s) or line(s) of credit upon the terms described above, hereby agrees, warrants and represents as follows:

A. PREPAYMENT. Borrower agrees that in the event of prepayment, the Borrower will pay a prepayment penalty on the following basis:
N/A

B. ACCOUNTING AND COMPENSATING BALANCES. Borrower agrees to maintain the following accounts with Lender:

1. N/A % of the balance of the loan or used portion of the line of credit plus
2. N/A % of any unused portion of the line of credit, if any.

C. FINANCIAL REQUIREMENTS. Provisions 1 and 2 below shall be in accordance with generally accepted accounting principles.

- Borrower will maintain net worth of at least \$N/A.
- Borrower will maintain current assets in excess of current liabilities in a ratio of at least N/A to one.
- Borrower will not make (without prior written consent of Lender) investments in fixed assets in excess of: \$N/A
- Borrower will enter into no lease (without prior written consent of Lender) with an aggregate rental of more than: \$N/A
- Borrower will cause its following named creditor(s) to subordinate its debt to the debt of the Borrower to Lender in a form prescribed by Lender.

NAME OF CREDITOR	DOLLAR AMOUNT SUBORDINATED

6. Borrower will submit financial data as follows:
SEE ADDITIONAL PROVISIONS

D. SECURITY. To secure its loan or line of credit, the Borrower has or will deliver possession of the following collateral or will execute the following instruments of pledge, mortgage, assignment, guarantee, or security agreement and will comply with all of the provisions of those documents:
LAND PLUS IMPROVEMENTS LOCATED AT 1205 COLUMBIA COLLEGE DRIVE, COLUMBIA,
DRIVE, COLUMBIA; ALL FIXTURES LOCATED AT 1205 COLUMBIA COLLEGE DRIVE,
COLUMBIA, SC 29203

E. GUARANTORS. To induce the Lender to extend and continue to extend financial accommodations to Borrower, the following named individual(s) or entity(ies) have agreed to guarantee repayment of any indebtedness of Borrower:

The Borrower(s) acknowledge(s) having read and understood the terms listed on page one as well as on pages two and three hereof and agrees to be bound by and to comply with them.

By: Angela T Franks Date: 10/17/2014 By: _____ Date: _____
Its: _____ Its: _____

By: _____ Date: _____ By: _____ Date: _____
Its: _____ Its: _____

F. General Agreements

1. The business of the Borrower shall be continued in its present form and at the address as shown on page one, and the Borrower will not enter into changes of its partnership agreement, limited liability company articles of organization, or, if a corporation, enter into a consolidation, merger, or permit a majority of its common stock to be transferred, or grant options which could result in such actions unless the Lender is first notified and consents in writing to any such change.

2. The proceeds of the loan or line of credit will be used lawfully and exclusively for the benefit of the Borrower's business and for the purpose set forth on page one.

3. All collateral security given to secure the loan or line of credit shall also secure all of the other obligations of the Borrower to the Lender of whatsoever nature, past, present, or future. All collateral security given for other obligations of the Borrower to the Lender, together with any debt from Lender to Borrower, (including, but not limited to checking, deposit accounts, certificates of deposit, savings accounts, and the like) shall, likewise, secure the loan or line of credit described on page one. It is the expressed intent to cross-collateralize all of the borrowings or other indebtedness of Borrower to the Lender. The breach of the terms of any note, security agreement, mortgage, pledge, or loan agreement of whatsoever nature between the Borrower and the Lender shall constitute default and breach of all such agreements, including this agreement.

4. The Borrower will at all times maintain in full force adequate liability and property insurance to protect its assets, the insurance to be in such form and such amounts as the Lender, at its sole discretion, may require.

5. This agreement shall pertain to and govern monies owed by Borrower to Lender, identified as loan(s) and/or line(s) of credit on page one, including all renewals, extensions and changes of form related thereto, until the same have been paid in full.

G. Borrower's Warranties

Borrower Warranties:

1. All representations and statements of whatever nature made or delivered to the Lender at any time prior to, contemporaneous with, or subsequent to this agreement have been, are, or shall be true in all respects.

2. The Borrower has full and unencumbered title to all property relied upon by the Lender as security and to all assets set forth in any financial statement, unless otherwise indicated in such statement.

3. The Borrower will keep its books and records in accordance with generally accepted accounting principles and will deliver balance sheets as well as profit and loss statements from time to time in a form satisfactory to the Lender.

4. The Borrower agrees that the Lender may itself, or by its authorized representative, inspect the premises, books, and records of the Borrower during regular business hours and at reasonable intervals.

5. As to any real estate which has been, is now, or will be in the future owned or occupied by Borrower, that such real estate has not in the past, nor will now or in the future be allowed in any manner to be exposed to or contain hazardous or environmentally harmful substances as may be defined or regulated by any state or federal law or regulation which impacts, in any way, such substances, except to the extent the existence of such substances has been presently disclosed in writing to Lender, and Borrower will immediately notify Lender in writing of any assertion made by any party to the contrary. Borrower indemnifies and holds Lender and Lender's directors, officers, employees, and agents harmless from any liability or expense of whatsoever nature, including reasonable attorney fees, incurred directly or indirectly as a result of Borrower's involvement with hazardous or environmentally harmful substances as may be defined or regulated as such under any state or federal law or regulation.

6. If the Borrower is a corporation, it will not pay dividends or purchase or retire any of its capital stock without written permission of the Lender.

By initialing, I acknowledge this is page 2 of 3 of the
Business Loan Agreement.

7. The Borrower will, during the term of this agreement, incur any other indebtedness for borrowed money, become a guarantor or surety for any third party, will not lend money, encumber any of its assets, or sell any asset, except in the ordinary course of Borrower's business, without the written permission of the Lender. For the purposes of this section, the sale of accounts is deemed to be borrowing money.

H. Events of Default

The Borrower agrees to pay all of the Lender's expenses incidental to perfecting Lender's security interests and liens, including all insurance premiums and title insurance costs, Uniform Commercial Code search fees, and all fees incurred by Lender for audits, inspection, and copying of Borrower's books and records. In addition, any costs associated with the closing of this loan, attorney fees and other incidental costs shall be paid by Borrower. The Borrower also agrees to pay all costs and expenses of Lender in connection with the enforcement of Lender's rights and remedies under this agreement, the Related Documents, and any other agreements between the Borrower and Lender in connection with any amendments, modifications, waiver of consent with respect to this agreement, including reasonable attorney fees.

Any failure of the Borrower to pay any interest, principal, or fee when due; any breach or default of any term, condition or warranty of this agreement or any other agreement between the Borrower and the Lender; any appointment of a receiver, trustee, or assignment for the benefit of creditors; any voluntary or involuntary bankruptcy insolvency proceeding; any assessment for taxes (other than real property taxes) levied by any government entity; or any lien, attachment, or garnishment by a creditor of the Borrower shall constitute a default hereof. Borrower shall also be in default if the Lender should, in good faith, believe the Borrower's ability to repay its indebtedness under this Agreement, any collateral, or the ability to resort to any collateral, is or soon will be impaired, time being of the very essence.

I. Remedies on Default

In addition to any other remedies upon an event of Default, Lender shall have the right to cease to make any further advances under this Agreement, or any other indebtedness which Borrower has with Lender. Upon such a default the Lender may, at its sole and absolute option, declare all sums due from the Borrower immediately due and payable regardless of the terms of any note or other evidence of indebtedness between the Borrower and the Lender. No indulgence or failure of the Lender to enforce any rights hereunder or under any other agreement between the Borrower and the Lender shall constitute a waiver of those terms by the Lender, and the Lender may enforce such terms upon subsequent or continuing default.

J. Definitions

1. "Agreement" shall mean this Business Loan Agreement.

2. "Collateral" shall mean the Property which Borrower and any other Obligor has pledged, mortgaged, or granted Lender a security interest in, wherever located and whether now ended or hereafter acquired, together with all replacements, substitutions, proceeds and products thereof.

3. "Event of Default" shall mean any of the events described in section H of this Agreement and in the Related Documents.

4. "Financial Statements" shall mean all balance sheets, earnings statements, and other financial information (whether of Borrower, or an Obligor) which have been, are now, or are in the future furnished to Lender.

5. "Indebtedness" shall mean the Loan(s) and all other loans and indebtedness of Borrower to Lender, including but not limited to Lender advances for payments of insurance, taxes, any amounts advanced by Lender to protect its interest in the Collateral, overdrafts in deposit accounts with Lender, and all other indebtedness, obligations and liabilities of Borrower to Lender, whether matured or unmatured, liquidated or unliquidated, direct or indirect, absolute or contingent, joint or several, due or to become due, now existing or hereafter arising.

6. "Obligor" shall mean any person having any obligation to Lender, whether for the payment of money or otherwise, under this Agreement or under the Related Documents, including but not limited to Guarantor and any other guarantors of the indebtedness.

7. "Property" shall mean all of Borrower's land/or other Obligor's, as applicable) assets, whether tangible or intangible, real or personal.

8. "Related Documents" shall mean any and all documents, promissory notes, security agreements, leases, mortgages, guaranties, pledges and any other documents or agreements executed in connection with this Agreement. The term shall include both documents existing at the time of execution of this Agreement and documents executed after this date of this Agreement.

K. Miscellaneous

1. The Borrower will promptly inform the Lender of any fact or act which materially affects the Borrower's financial condition.

2. Either party may terminate this agreement upon thirty (30) days written notice. If the Borrower terminates, the Borrower agrees to pay the Lender all sums of principal, interest, fees, and penalties prior to the termination becoming effective.

3. Borrower warrants that no provision, warranty or promise made by Borrower in any document related to this transaction causes any conflict whatsoever with the terms of Borrower's articles of incorporation or organization, by-laws, partnership agreement, operating agreement, or any document related to any other transaction Borrower may be involved with, with any other person or entity.

4. If the Borrower is a corporation, partnership or limited liability company, the Borrower is duly organized, validly existing and in good standing (if applicable) under the laws of the state of its organization.

Additional Provisions

BORROWER TO SUBMIT A COMPLETE COPY OF PERSONAL TAX RETURNS WITHIN 120 DAYS OF EACH CALENDAR YEAR END ALONG WITH AN UPDATED PERSONAL FINANCIAL STATEMENT.

The execution and delivery of this agreement and all documents related hereto, and the performance by the Borrower of its obligations hereunder and thereunder, are within its power, have been duly authorized by proper action on the part of the Borrower and are not in violation of any existing law, rule or regulation of any governmental agency or authority, or any order or decision of any court. This agreement and all documents related hereto to which the Borrower is a party, when executed and delivered, will constitute the valid and binding obligations of the Borrower enforceable in accordance with their terms, except as limited by bankruptcy, insolvency or similar laws of general application affecting the enforcement of creditors' rights and except to the extent that general principles of equity might affect the specific enforcement of such agreements.

5. This agreement and Related Documents shall be interpreted under the laws of the State of SOUTH CAROLINA. Any action brought by either party must be brought in the State courts located in RICHLAND County, SOUTH CAROLINA.

If no county is designated then in the county and state where the Lender is domiciled. Whenever possible, each provision of this agreement shall be interpreted in such manner as to be effective and valid under applicable law; but, if any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or the invalidity without invalidating the remainder of such provision or the remaining provisions of this agreement.

6. The rights and privileges of the Lender hereunder shall inure to the benefit of its successors and assigns, and this agreement shall be binding on all heirs, executors, administrators, assigns, and successors of the Borrower. The Borrower may not assign this agreement or any benefits accruing to it hereunder without the express written consent of the Lender.

Both Parties
Must Sign:


Borrower's Initials


Lender's Initials

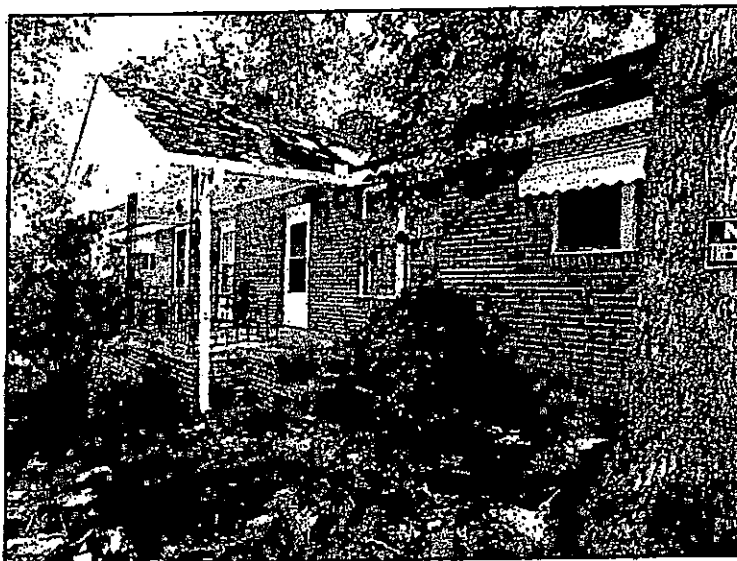
By initialing, I acknowledge this is page 3 of 3 of the
Business Loan Agreement.

© Copyright CompuCredit Systems, Inc. 1994, 1996, 1997, 2000, 2001, 2003
ITEM 2175ALL3 01/04/03 Page 3 of 3

CompuCredit Systems, Inc.
430-833-4322 Fax 415-455-1888

EXHIBIT D

FROM:		INVOICE	
APPRaisal GROUP OF SC PO BOX 534 LEXINGTON, SC 29071		INVOICE NUMBER 14-202	
Telephone Number:		DATE 10/01/2014	
Fax Number:		REFERENCE	
TO:		Internal Order #: 14-202	
SOUTH CAROLINA COMMUNITY BANK 1545 SUMTER STREET COLUMBIA, SC 29201		Lender Case #: 14-202	
Telephone Number:		Client File #: 14-202	
Alternate Number:		Main File # on form: 14-202	
Fax Number:		Other File # on form: 14-202	
E-Mail:		Federal Tax ID: 32-0246265	
		Employer ID:	
DESCRIPTION			
Lender: SOUTH CAROLINA COMMUNITY BANK		Client: SOUTH CAROLINA COMMUNITY BANK	
Purchaser/Borrower: Angela T. Franks			
Property Address: 1205 Columbia College Dr			
City: Columbia		State: SC	
County: Richland		Zip: 29203	
Legal Description: Deed Book R1621-1299, Lots 1,2,3 & PT 4 BLK 1, Collage View			
FEES		AMOUNT	
2-4 FAMILY AS IS APPRAISAL		450.00	
SUBTOTAL		450.00	
PAYMENTS		AMOUNT	
Check #:	Date:	Description:	
Check #:	Date:	Description:	
Check #:	Date:	Description:	
SUBTOTAL			
TOTAL DUE		\$	450.00



APPRAISAL OF REAL PROPERTY

LOCATED AT:

1208 Columbia College Dr
Deed Book R1621-1299, Lots 1,2,3 & PT 4 BLK 1, College View
Columbia, SC 29203

FOR:

SOUTH CAROLINA COMMUNITY BANK
1545 SUMTER STREET, COLUMBIA, SC 29201

AS OF:

09/29/2014

BY:

Lindsay Padgett
CR-4978

APPRAISAL GROUP OF SC
P.O. BOX 534
LEXINGTON, SC 29071

October 1, 2014

SOUTH CAROLINA COMMUNITY BANK
1545 SUMTER STREET
COLUMBIA, SC 29201

Re: Property: 1205 Columbia College Dr
Columbia, SC 29203
Borrower: Angela T. Franks
File No.: 14-202

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

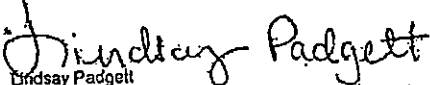
The purpose of this appraisal is to estimate the market value of the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The value conclusions reported are as of the effective date stated in the body of the report and contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,


Lindsay Padgett
CR-4978

Small Residential Income Property Appraisal Report

14-202
File # 14-202

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address 1205 Columbia College Dr City Columbia State SC Zip Code 29203
 Borrower Angela T. Franks Owner of Public Record Angela T. Franks County Richland
 Legal Description Deed Book R1621-1299, Lots 1,2,3 & PT 4 BLK 1, College View
 Assessor's Parcel # R09216-07-13 Tax Year 2013 R.E. Taxes \$ 2,147
 Neighborhood Name Columbia View Map Reference 17900 Census Tract 0106.00
 Occupant ☐ Owner ☒ Tenant ☐ Vacant Special Assessments \$ N/A ☐ PUD HOA \$ N/A ☐ per year ☐ per month
 Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe)
 Assignment Type ☐ Purchase Transaction ☒ Refinance Transaction ☐ Other (describe)
 Lender/Client SOUTH CAROLINA COMMUNITY BANK Address 1545 SUMTER STREET, COLUMBIA, SC 29201
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☐ Yes ☒ No
 Report data source(s) used, offering price(s), and date(s): The subject has not been listed on CMLS within the last 12 months.
 I ☐ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.
 Contract Price \$ Date of Contract Is the property seller the owner of public record? ☐ Yes ☐ No Data Source(s)
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☐ No
 If Yes, report the total dollar amount and describe the items to be paid.
 Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics		2-4 Unit Housing Trends		2-4 Unit Housing		Present Land Use %	
Location	☒ Urban ☐ Suburban ☐ Rural	Property Values	☐ Increasing ☒ Stable ☐ Declining	PRICE	AGE	One-Unit	66 %
Built-Up	☐ Over 75% ☒ 25-75% ☐ Under 25%	Demand/Supply	☐ Shortage ☒ In Balance ☐ Over Supply	\$ (000)	(yrs)	2-4 Unit	3 %
Growth	☐ Rapid ☒ Stable ☐ Slow	Marketing Time	☐ Under 3 mths ☐ 3-6 mths ☒ Over 6 mths	50	Low	Multi-Family	3 %
Neighborhood Boundaries	The subject neighborhood is bound by 277 South and East, Interstate 20 North and West.			150	High	Commercial	20 %
				120	Med	Other	8 %

Neighborhood Description The subject neighborhood is within reasonable distance to schools, shopping and places of employment. The subject is located in the City of Columbia. This is considered to be a desirable residential neighborhood due to the access to amenities, employment, schools, shopping and Interstate 77, 20 and 26.

Market Conditions (including support for the above conclusions) There are no known economic factors that would adversely effect value or marketability. Market conditions are average to good for the area with all types of loans available. The average marketing time is 6-12 months for 2-4 family properties if listed near market value and in average+ condition.

Dimensions 67.5x86.9x88.7x72.5 Area 7,003 sf Shape Rectangular View Res. & Commercial
 Zoning Description Residential
 Specific Zoning Classification RS-3
 Zoning Compliance ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)
 Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe

Utilities		Public Other (describe)		Public Other (describe)		Off-site Improvements - Type		Public Private	
Electricity	☒			Water	☒		Street Asphalt	☒	☐
Gas	☒			Sanitary Sewer	☐		Alley None	☐	☐

FEMA Special Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone X FEMA Map # 45079C0241K FEMA Map Date 09/29/2010
 Are the utilities and/or off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe

General Description		Foundation		Exterior Description		Materials/condition		Interior Materials/condition	
Units	☒ Two ☐ Three ☐ Four	☐ Concrete Slab ☒ Crawl Space		Foundation Walls	Masonry/Average	Floors	Vinyl/Wd-Tile/Avg		
☐ Accessory Unit (describe below)		☐ Full Basement ☐ Partial Basement		Exterior Walls	Brick/Average	Walls	Stk/Plaster/Avg		
# of Stories	Two	Basement Area	N/A sq.ft.	Roof Surface	Composite/Avg	Trim/Finish	Wood/Average		
Type	☐ Det ☒ Att ☐ S-Det/End Unit	Basement Finish	N/A %	Gutters & Downspouts	None Noted	Bath Floor	Tile/Avg-Prop		
☒ Existing ☐ Proposed ☐ Under Const.		☐ Outside Entry/Exit ☐ Sump Pump		Window Type	Wood/Average	Bath Wainscot	Tile/Avg-Prop		
Design (Style)	Ranch	Evidence of ☐ Infestation ☐ None note		Storm Sash/Insulated	None	Car Storage			
Year Built	1945	☐ Dampness ☐ Settlement		Screens	Sms/Average	☐ None			
Effective Age (Yrs)	25 Years	Heating/Cooling		Amenities		☒ Driveway # of Cars	2		
Attic	☐ None	☒ FWA ☐ HWBB ☐ Radant		Fireplace(s) #	2	Woodstove(s) #			
☐ Drop Stair ☐ Stairs		☐ Other Fuel Gas		Patio/Deck	None	Fence	None	☐ Garage # of Cars	
☐ Floor ☒ Scullie		Cooling ☐ Central Air Conditioning		Pool	None	Porch	Porch	☐ Carport # of Cars	
☐ Finished ☐ Heated		☐ Individual ☒ Other Window		Other	None	☐ Att ☐ Det ☐ Built-in			

# of Appliances		Refrigerator		Range/Oven		Dishwasher		Disposal		Microwave		Washer/Dryer		Other (describe)	
Unit # 1 contains:	4	Rooms	2	Bedrooms	1.0	Bath(s)	955.8	Square Feet of Gross Living Area							
Unit # 2 contains:	4	Rooms	2	Bedrooms	1.0	Bath(s)	955.8	Square Feet of Gross Living Area							
Unit # 3 contains:		Rooms		Bedrooms		Bath(s)		Square Feet of Gross Living Area							
Unit # 4 contains:		Rooms		Bedrooms		Bath(s)		Square Feet of Gross Living Area							

Additional features (special energy efficient lights, etc.) Covered porch, wood and tile flooring, brick siding, fireplace in the living rooms.

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.) 1205 A is occupied and is in average condition with no repairs noted. Unit B is in the process of repairs. This includes bathroom, kitchen, flooring, paint, etc. This assignment is subject to the repairs completed in a professional manner.

Small Residential Income Property Appraisal Report

14-202
File # 14-202

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No If Yes, describe.

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe.

Is the property subject to rent control? ☐ Yes ☒ No If Yes, describe.

The following properties represent the most current, similar, and proximate comparable rental properties to the subject property. This analysis is intended to support the opinion of the market rent for the subject property.

FEATURE	SUBJECT	COMPARABLE RENTAL # 1	COMPARABLE RENTAL # 2	COMPARABLE RENTAL # 3
Address	1205 Columbia College Drive Columbia, SC 29203	3330 Makeway Dr Columbia, SC 29204	3214 Gadsden St Columbia, SC 29201	229 Summerlea Dr Columbia, SC 29203
Proximity to Subject		1.67 miles SW	2.10 miles SW	1.40 miles SW
Current Monthly Rent	\$	\$ 1,300	\$ 1,390	\$ 1,050
Rent/Gross Bldg. Area	\$ sq.ft.	\$ 0.81 sq.ft.	\$ 0.95 sq.ft.	\$ 0.68 sq.ft.
Rent Control	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No
Data Source(s)		Management Co., MLS # 357986	Management Co., MLS # 341520	Management Co., MLS # 314379
Date of Lease(s)		Year to Year	Year to Year & Monthly	Monthly
Location	Urban	Suburban	Suburban	Suburban
Actual Age	69 Years	63 Years	84 Years	64 Years
Condition	Average	Average	Average	Average
Gross Building Area	1,912	1,600	1,460	1,551
Unit Breakdown	Rm Count Tot Br Ba 1,911.6 4 2 1.0 955.8	Rm Count Tot Br Ba 1,600 4 2 1.0 800	Rm Count Tot Br Ba 1,460 4 2 1.0 730	Rm Count Tot Br Ba 1,551 5 2 1.0 775.5
Unit # 1	4 2 1.0 955.8	4 2 1.0 800	4 2 1.0 730	5 2 1.0 775.5
Unit # 2	4 2 1.0 955.8	4 2 1.0 800	4 2 1.0 730	5 2 1.0 775.5
Unit # 3				
Unit # 4				
Utilities Included	None	None noted	None noted	Water, Sewer

Analysis of rental data and support for estimated market rents for the individual subject units reported below (including the adequacy of the comparables, rental concessions, etc.). One unit is currently rented. The rental amount is unknown. There were very few similar rental comps found at the time of this inspection. Based on market rent \$525 per unit is considered responsible as greatest weight is placed on rental comp. three. The total estimated market rent is \$1,050 per month.

Rent Schedule: The appraiser must reconcile the applicable indicated monthly market rents to provide an opinion of the market rent for each unit in the subject property.

Unit #	Leases		Actual Rents		Total Rents	Opinion of Market Rent		Total Rents
	Begin Date	End Date	Unfurnished	Furnished		Unfurnished	Furnished	
1	unk	unk	\$	\$	\$	\$ 525	\$	\$ 525
2	unk	unk	unk			525		525
3								
4								
Comment on lease data The rental information is unknown and one of the units is vacant.			Total Actual Monthly Rent		\$	Total Gross Monthly Rent		\$ 1,050
			Other Monthly Income (itemize)		\$	Other Monthly Income (itemize)		\$
			Total Actual Monthly Income		\$	Total Estimated Monthly Income		\$ 1,050
Utilities included in estimated rents ☐ Electric ☐ Water ☐ Sewer ☐ Gas ☐ Oil ☐ Trash collection ☐ Cable ☐ Other								
Comments on actual or estimated rents and other monthly income (including personal property) The rental information for unit A is unknown. Unit B is vacant. The estimated market rent is \$525 per unit for a total of \$1,050.								

I ☒ did ☐ did not research the sale or transfer history of the subject property and comparable sales. If not, explain The subject has not transferred in the last 3 years. The sales have transferred as below. These are the only found transfers in the last 12 months.

My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) Richland County Tax Information

My research ☐ did ☒ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Source(s) Richland County Tax Information

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer	No transfers	No transfers	No transfers	No transfers
Price of Prior Sale/Transfer	Last 3 years	Last 12 months	Last 12 months	Last 12 months
Data Source(s)	Richland County Tax Info.	Richland County Tax Info.	Richland County Tax Info.	Richland County Tax Info.
Effective Date of Data Source(s)	10/01/2014	10/01/2014	10/01/2014	10/01/2014

Analysis of prior sale or transfer history of the subject property and comparable sales The subject has not transferred in the last 3 years. The sales have transferred as listed above. These are the only found transfers in the last 12 months.

Small Residential Income Property Appraisal Report

14-202
File # 14-202

There are 5 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 50,000 to \$ 195,000		There are 8 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 26,000 to \$ 125,000	
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2
Address	1205 Columbia College Dr Columbia, SC 29203	3330 Makeway Dr Columbia, SC 29201	229-231 Summerlea Drive Columbia, SC 29203
Proximity to Subject	1.87 miles SW	1.40 miles SW	2.10 miles SW
Sale Price	\$ 95,000	\$ 80,000	\$ 125,000
Sale Price/Gross Bldg. Area	\$ 59.38 sq.ft.	\$ 51.58 sq.ft.	\$ 85.62 sq.ft.
Gross Monthly Rent	\$ 1,050	\$ 1,300	\$ 1,390
Gross Rent Multiplier	73.08	76.19	89.93
Price per Unit	\$ 47,500	\$ 40,000	\$ 82,500
Price per Room	\$ 11,875	\$ 8,000	\$ 15,625
Price per Bedroom	\$ 23,750	\$ 20,000	\$ 31,250
Rent Control	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No
Data Source(s)	CMLS # 357986, Realtor	CMLS # 314379, Realtor	CMLS # 341520, Realtor
Verification Source(s)	Richland County	Richland County	Richland County
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sale or Financing	Cash	Cash	Cash
Concessions	None Noted	None Noted	None Noted
Date of Sale/Time	09/30/2014	12/05/2012	11/06/2013
Location	Urban	Urban	Urban/Superior
Leasehold/Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site	7,003 sf	11,436 sf	0 18,490 sf
View	Res. & Commercial	Res. & Commercial	Residential Property
Design (Style)	Ranch	Ranch	Ranch
Quality of Construction	Brick/Average	Brick/Average	Brick/Average
Actual Age	69 Years	63 Years	0 64 Years
Condition	Average	Average	Average to Good
Gross Building Area	1,912	1,600	1,551
Unit Breakdown	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths
Unit # 1	4 2 1.0	4 2 1.0	0 4 2 1.0
Unit # 2	4 2 1.0	4 2 1.0	0 4 2 1.0
Unit # 3			
Unit # 4			
Basement Description	N/A	None	None
Basement Finished Rooms	N/A	None	None
Functional Utility	Average	Average	Average
Heating/Cooling	Fwa/Window	Fwa/Window	Fwa/Window
Energy Efficient Items	Average Insulation	Average Insulation	Average Insulation
Parking On/Off Site	OSP	OSP	OSP
Porch/Patio/Deck	Porch	Porch	Stoop
STORAGE	None	None	None
DAYS ON MARKET	Not listed	69 DOM	155 DOM
Net Adjustment (Total)	☒ + ☐ - \$ 4,665	☒ + ☐ - \$ 6,484	☐ + ☒ - \$ -15,226
Adjusted Sale Price of Comparables	Net Adj. 4.9 % Gross Adj. 4.9 % \$ 99,665	Net Adj. 8.1 % Gross Adj. 8.1 % \$ 86,484	Net Adj. 12.2 % Gross Adj. 23.0 % \$ 109,774
Adjusted Price Per Unit (Adj. SP Comp / # of Comp Units)	\$ 49,833	\$ 43,242	\$ 54,887
Adjusted Price Per Room (Adj. SP Comp / # of Comp Rooms)	\$ 12,458	\$ 8,648	\$ 13,722
Adjusted Price Per Bedroom (Adj. SP Comp / # of Comp Bedrooms)	\$ 24,916	\$ 21,621	\$ 27,444
Value per Unit	\$ 47,500 X 2 Units = \$ 95,000	Value per GSA \$ 49,696589 X 1,912 GSA = \$ 95,020	Value per GSA \$ 49,696589 X 1,912 GSA = \$ 95,020
Value per Rm.	\$ 11,875 X 8 Rooms = \$ 95,000	Value per Bdrms. \$ 23,750 X 4 Bdrms. = \$ 95,000	
Summary of Sales Comparison Approach including reconciliation of the above indicators of value. See attached addenda.			
Indicated Value by Sales Comparison Approach \$ 95,000			
Total gross monthly rent \$ 1,050 X gross rent multiplier (GRM) 79.73 = \$ 83,717			
Comments on income approach including reconciliation of the GRM. The gross rent multiplier was derived from the sales used.			
Indicated Value by: Sales Comparison Approach \$ 95,000 Income Approach \$ 83,717 Cost Approach (if developed) \$ 96,858			
The cost, market data, and income approach were employed in this appraisal, with the greatest weight placed on the market data approach.			
This appraisal is made ☐ "as is", ☐ subject to completion per plans and specifications, on the basis of a hypothetical condition that the improvements have been completed, ☒ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☐ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. See attached addenda.			
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 95,000 as of September 29, 2014, which is the date of inspection and the effective date of this appraisal.			

Form 1025 — "WinTOTAL" appraisal software by algmode, inc. — 1-800-ALAMODE

Small Residential Income Property Appraisal Report

14-202
File # 14-202

This report form is designed to report an appraisal of a two- to four-unit property, including a two- to four-unit property in a planned unit development (PUD). A two- to four-unit property located in either a condominium or cooperative project requires the appraiser to inspect the project and complete the project information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements, including each of the units. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Small Residential Income Property Appraisal Report

14-202
File # 14-202**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property, including all units. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison and income approaches to value. I have adequate market data to develop reliable sales comparison and income approaches to value for this appraisal assignment. I further certify that I considered the cost approach to value but did not develop it, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Small Residential Income Property Appraisal Report

14-202
File # 14-202

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature *Lindsay Padgett*
 Name Lindsay Padgett
 Company Name Appraisal Group of SC
 Company Address PO Box 534, Lexington, SC 29071
 Telephone Number (803) 358-8645
 Email Address Appraisalgroupofsc@gmail.com
 Date of Signature and Report October 09, 2014
 Effective Date of Appraisal September 29, 2014
 State Certification # 3978
 or State License # _____ State # _____
 or Other (describe) _____ State # _____
 State SC
 Expiration Date of Certification or License 06/30/2016

ADDRESS OF PROPERTY APPRAISED

1205 Columbia College Dr
Columbia, SC 29203

APPRAISED VALUE OF SUBJECT PROPERTY \$ 95,000

LENDER/CLIENT

Name _____
 Company Name SOUTH CAROLINA COMMUNITY BANK
 Company Address 1545 SUMTER STREET, COLUMBIA, SC
29201
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property.
☐ Did inspect exterior of subject property from street
 Date of Inspection _____
☐ Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
 Date of Inspection _____

Borrower/Client: <u>Angela T. Franks</u>		File No. <u>14-202</u>	
Property Address: <u>1205 Columbia College Dr</u>			
City: <u>Columbia</u>	County: <u>Richland</u>	State: <u>SC</u>	Zip Code: <u>29203</u>
Lender: <u>SOUTH CAROLINA COMMUNITY BANK</u>			

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- ☒ **Appraisal Report** (A written report prepared under Standards Rule 2-2(a) pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☐ **Restricted Appraisal Report** (A written report prepared under Standards Rule 2-2(b) pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

APPRAISER:Signature: Lindsay Padgett
Name: Lindsay PadgettState Certification #: 4928

or State License #:

State: SC Expiration Date of Certification or License: 06/30/2016Date of Signature and Report: October 09, 2014Effective Date of Appraisal: September 29, 2014Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-OnlyDate of Inspection (if applicable): September 29, 2014**SUPERVISORY or CO-APPRAISER (if applicable):**Signature: _____
Name: _____

State Certification #: _____

or State License #: _____

State: _____ Expiration Date of Certification or License: _____

Date of Signature: _____

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): _____

Market Conditions Addendum to the Appraisal Report

14-202
File No. 14-202

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 1205 Columbia College Dr City Columbia State SC ZIP Code 29203

Broker Angela T. Franks

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)	4	1	1	☐ Increasing	☒ Stable	☐ Declining
Absorption Rate (Total Sales/Months)	0.67	0.33	0.33	☐ Increasing	☒ Stable	☐ Declining
Total # of Comparable Active Listings	14	24	29	☐ Declining	☐ Stable	☒ Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	20.9	72.7	87.9	☐ Declining	☐ Stable	☒ Increasing

	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Median Sale & List Price, DOM, Sale/List %				☐ Increasing	☒ Stable	☐ Declining
Median Comparable Sale Price	123,000	145,000	95,000	☐ Increasing	☒ Stable	☐ Declining
Median Comparable Sales Days on Market	180	20	89	☐ Declining	☒ Stable	☐ Increasing
Median Comparable List Price	84,850	79,900	87,500	☐ Increasing	☒ Stable	☐ Declining
Median Comparable Listings Days on Market	329	194.5	174	☒ Declining	☐ Stable	☐ Increasing
Median Sale Price as % of List Price	95.41	96.73	86.44	☐ Increasing	☒ Stable	☐ Declining
Seller/developer, builder, etc. paid financial assistance prevalent?	☒ Yes ☐ No			☐ Declining	☒ Stable	☐ Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). Closing costs paid by the seller is typical for this market area.

Are foreclosure sales (REO sales) a factor in the market? ☐ Yes ☒ No If yes, explain (including the trends in listings and sales of foreclosed properties).

There are few 2-4 family foreclosure sales and listings in this area but it does not appear to be affecting market values for 2-4 family properties.

Cite data sources for above information. The above information was gathered from the local MLS. The search was a broad search performed for duplex properties.

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

The 2-4 family marketing time is thought to be 6-12 months. The market trend varies due to the lack of sales, over priced listings and sales/listings in fair condition. The 1004mc shows a longer listing time. This is due to over priced duplexes or duplexes in fair condition. See dom for the sales used.

If the subject is a unit in a condominium or cooperative project, complete the following:

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)				☐ Increasing	☐ Stable	☐ Declining
Absorption Rate (Total Sales/Months)				☐ Increasing	☐ Stable	☐ Declining
Total # of Active Comparable Listings				☐ Declining	☐ Stable	☐ Increasing
Months of Unit Supply (Total Listings/Ab.Rate)				☐ Declining	☐ Stable	☐ Increasing

Are foreclosure sales (REO sales) a factor in the project? ☐ Yes ☐ No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

Signature *Angela T. Franks*
Appraiser Name Lindsay Padgett
Company Name Appraisal Group of SC
Company Address PO Box 534, Lexington, SC 29071
State License/Certification # 4978 State SC
Email Address Appraisalgroupofsc@gmail.com

Signature _____
Supervisory Appraiser Name _____
Company Name _____
Company Address _____
State License/Certification # _____ State _____
Email Address _____

Supplemental Addendum

File No. 14-202

Borrower/Client	Angela T. Franks		
Property Address	1205 Columbia College Dr		
City	Columbia	County	Richland
State	SC	Zip Code	29203
Lender	SOUTH CAROLINA COMMUNITY BANK		

• **Small Income : Neighborhood - Market Conditions**

The average market time in this area is 6-12 months with under 6 months being possible. This was probably influenced by the low interest rates. The price range and location have maintained a demand for homes in this area. Market conditions are average to good with all types of loans available.

• **Small Income : Sales Comparison - Summary**

The subject and all three sales are Duplex homes. All adjustments are considered typical for this market area. The use of sales up to 24 months and further than normal could not be avoided due to the lack of duplex sales in this area. Sale three is greater than 12 months but was used due to the lack of similar duplex sales in this area. Sales one and two are within 12 months. Most duplex properties are purchased for long term. The sales used are considered comparable and the best sales at the time of this inspection.

There were no similar larger duplex sales found therefore size adjustments were made.

The range is higher than normal. This could not be avoided as there are very few similar duplex sales in this area. Most duplex properties are custom built or purchased for long term.

Additional information:

The subject has not transferred in the last three years. The sales have not transferred in the last 12 months other than listed on the sales grid.

Other land use is vacant land.

Opinion of exposure time, when developed in compliance with standard rule 1-2 (c) is 6-12 months. Sales listed over 12 months are typically priced higher than market value.

• **Small Income : Reconciliation - Conditions of the Appraisal**

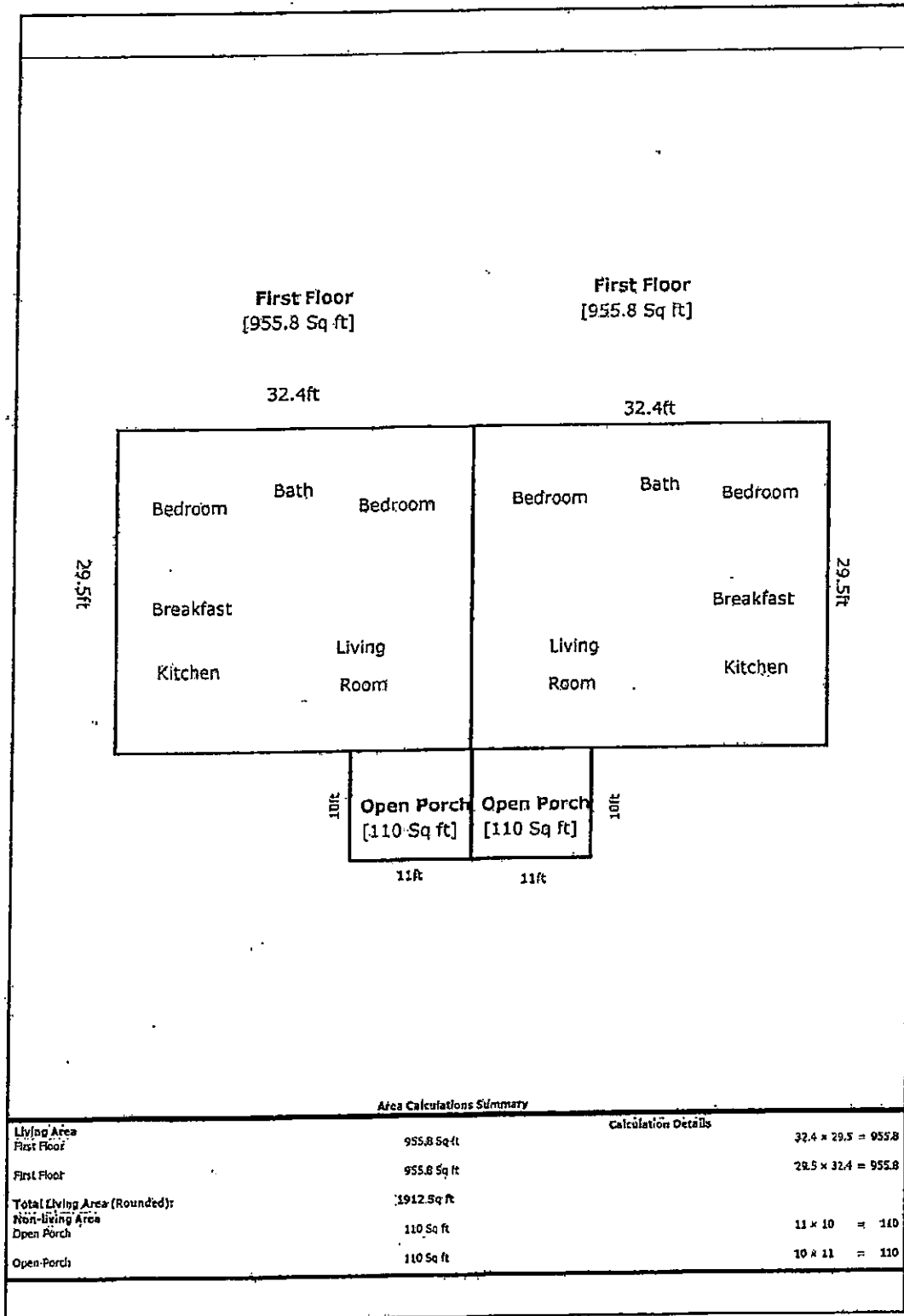
It is assumed that the dwelling is structurally sound & free from insect infestation. This assignment is subject to the completion of the repairs for the second unit. This includes completing the bathroom and kitchen, refinishing wood floors and some interior paint.

Signature Lindsay Padgett
 Name Lindsay Padgett
 Date Signed October 09, 2014
 State Certification # 4978 State SC
 Or State License # _____ State _____

Signature Lender
 Name _____
 Date Signed _____
 State Certification # _____ State _____
 Or State License # _____ State _____

Building Sketch

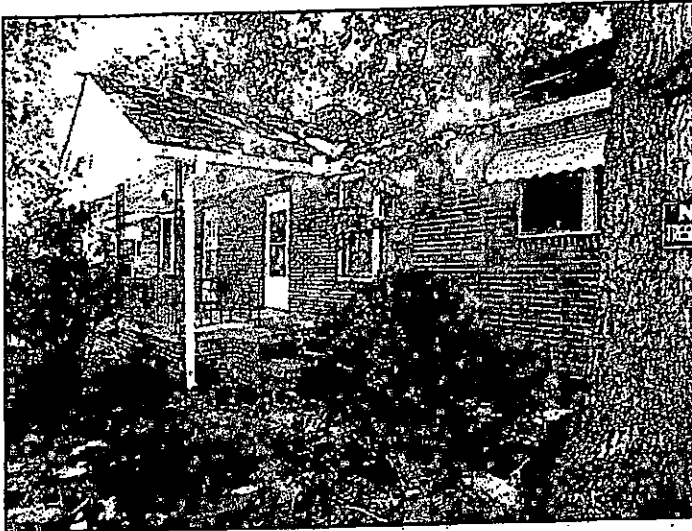
Borrower/Client	Angela T. Franks				
Property Address	1205 Columbia College Dr				
City	Columbia	County	Richland	State	SC Zip Code 29203
Lender	SOUTH CAROLINA COMMUNITY BANK				



Subject Photo Page

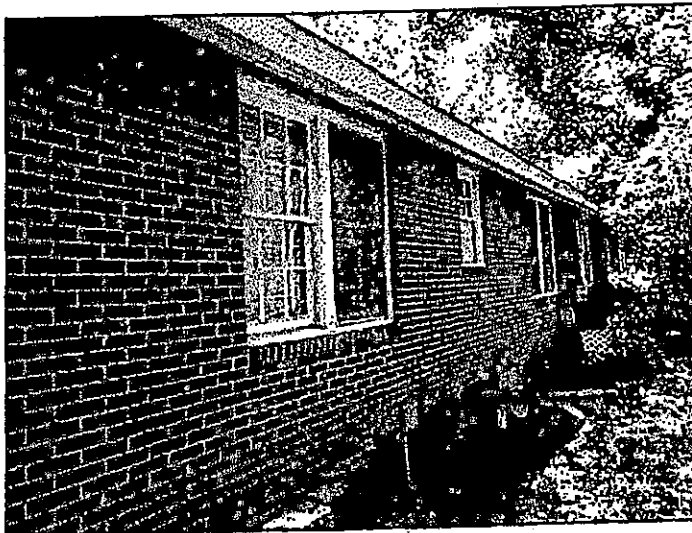
Borrower/Client	Angela T. Franks				
Property Address	1205 Columbia College Dr		County	Richland	State SC Zip Code 29203
City	Columbia				
Lender	SOUTH CAROLINA COMMUNITY BANK				

Subject Front

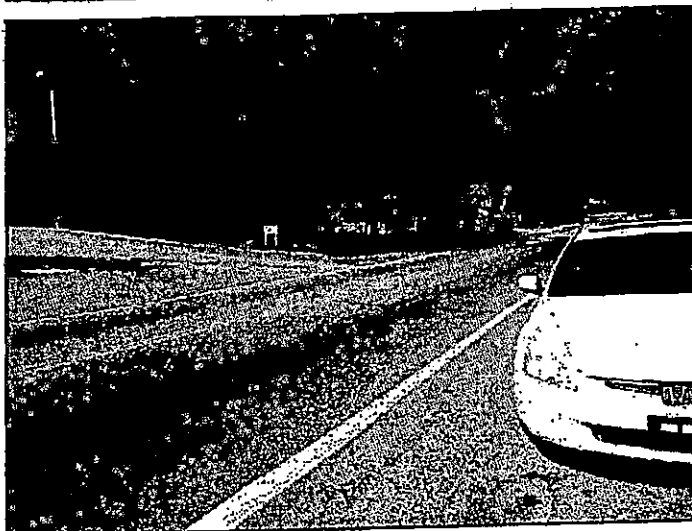


1205 Columbia College Dr
 Sales Price
 Gross Living Area
 Total Rooms 8
 Borrower/Client 4
 Lender 2
 Location Urban
 View Res. & Commercial
 Site 7,003 sf
 Quality Brick/Average
 Age 69 Years

Subject Rear



Subject Street



Photograph Addendum

Borrower/Client	Angela T. Franks				
Property Address	1205 Columbia College Dr				
City	Columbia	County	Richland	State	SC Zip Code 29203
Lender	SOUTH CAROLINA COMMUNITY BANK				



Side



Side



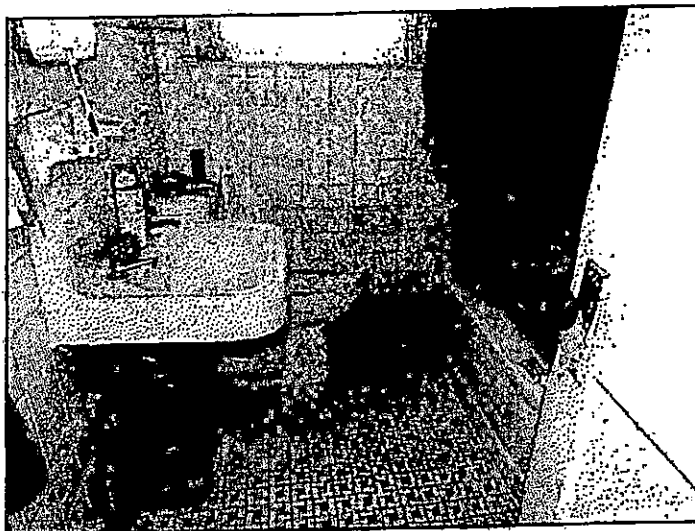
Living Room, Unit A

Photograph Addendum

Borrower/Client	Angela T. Franks		
Property Address	1205 Columbia College Dr		
City	Columbia	County	Richland
		State	SC
		Zip Code	29203
Lender	SOUTH CAROLINA COMMUNITY BANK		



Kitchen, Unit A



Bathroom, Unit A



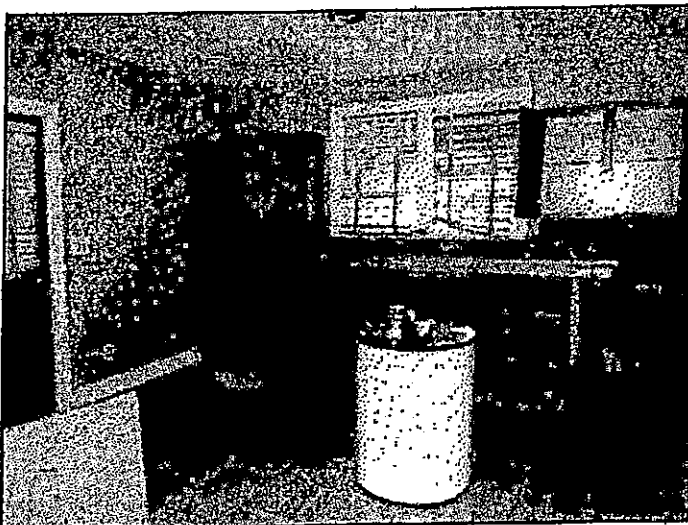
Bedroom, Unit A

Photograph Addendum

Borrower/Client	Angela T. Franks				
Property Address	1205 Columbia College Dr				
City	Columbia	County	Richland	State	SC Zip Code 29203
Lender	SOUTH CAROLINA COMMUNITY BANK				



Bedroom, Unit A



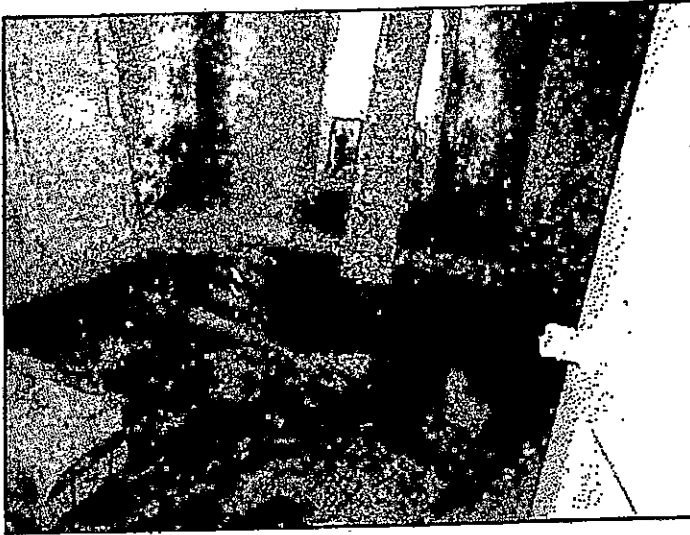
Kitchen, Unit B



Living Room, Unit B

Photograph Addendum

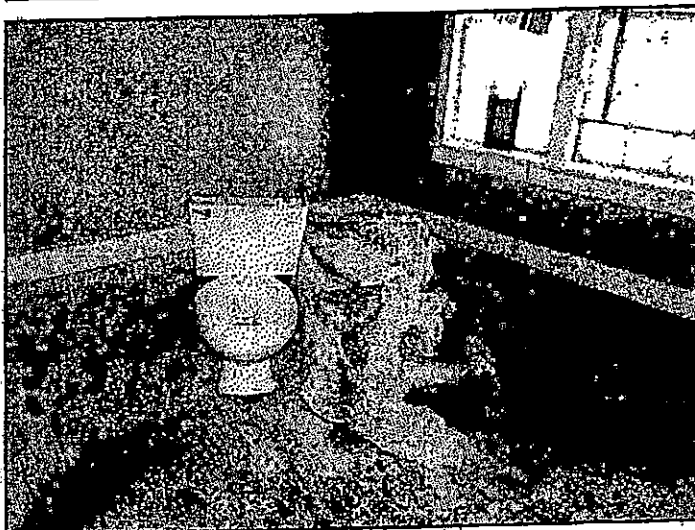
Borrower/Cient	Angela T. Franks				
Property Address	1205 Columbia College Dr		County	Richland	State SC Zip Code 29203
City	Columbia				
Lender	SOUTH CAROLINA COMMUNITY BANK				



Bedroom, Unit B



Bathroom, Unit B



Bedroom, Unit B

Comparable Photo Page

Borrower/Client	Angela T. Franks				
Property Address	1205 Columbia College Dr				
City	Columbia	County	Richland	State	SC Zip Code 29203
Lender	SOUTH CAROLINA COMMUNITY BANK				



Comparable 1

3330 Makeway Dr
 Prox. to Subject 1.67 miles SW
 Sales Price 95,000
 Borrower/Client 1,458
 Lender 8
 Total Bedrooms 4
 Total Bathrooms 2
 Location Urban
 View Res. & Commercial
 Site 11436 sf
 Quality Brick/Average
 Age 63 Years



Comparable 2

229-231 Summerlea Drive
 Prox. to Subject 1.40 miles SW
 Sales Price 80,000
 Gross Living Area 1,470
 Total Rooms 10
 Total Bedrooms 4
 Total Bathrooms 2
 Location Urban
 View Residential Property
 Site 18,490 sf
 Quality Brick/Average
 Age 64 Years



Comparable 3

3214 Gadsden St
 Prox. to Subject 2.10 miles SW
 Sales Price 125,000
 Gross Living Area 1,430
 Total Rooms 8
 Total Bedrooms 4
 Total Bathrooms 2
 Location Urban/Superior
 View Residential Property
 Site 7146 sf
 Quality Blk-Vinyl/Average
 Age 84 Years

Rental Photo Page

Borrower/Client	Angela T. Franks				
Property Address	1205 Columbia College Dr				
City	Columbia	County	Richland	State	SC Zip Code 29203
Lender	SOUTH CAROLINA COMMUNITY BANK				

**Rental 1**

3330 Makeway Dr
 Proximity to Subject 1.67 miles SW
 Gross Building Area 1,600
 Borrower/Client 63 Years
 Lender

**Rental 2**

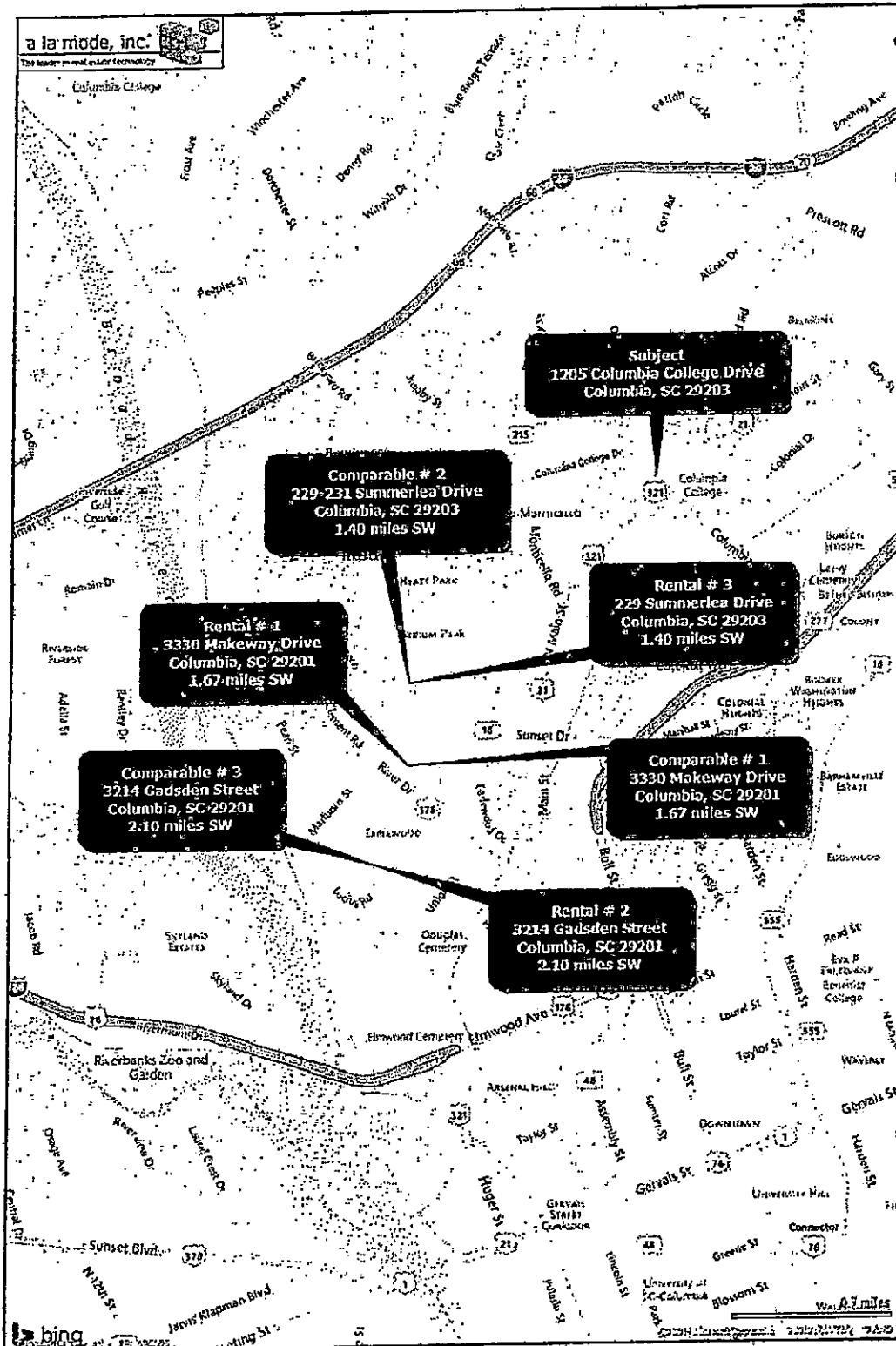
3214 Gadsden St
 Proximity to Subject 2.10 miles SW
 Gross Building Area 1,460
 Age 84 Years

**Rental 3**

229 Summerlea Dr
 Proximity to Subject 1.40 miles SW
 Gross Building Area 1,551
 Age 64 Years

Location Map

Borrower/Client	Angela T. Franks			
Property Address	1205 Columbia College Dr			
City	Columbia	County	Richland	State SC Zip Code 29203
Lender	SOUTH CAROLINA COMMUNITY BANK			



Location Map

Borrower/Client	Angela T. Franks		
Property Address	1205 Columbia College Dr.		
City	Columbia	County	Richland
State	SC	Zip Code	29203
Lender	SOUTH CAROLINA COMMUNITY BANK		



BCD 070059

BCD 070059

State of South Carolina
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

LINDSAY PADGETT

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: 4978

Expiration Date: 06/30/2018
-POCKET CARD

[Signature]
Administrator

State of South Carolina
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

LINDSAY PADGETT

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: 4978

Expiration Date: 06/30/2018
OFFICE COPY

[Signature]
Administrator

DO NOT PEEL CARD FROM A CORNER

To remove card from backing

- Bend form back from the outside edge
- Pull card off backing



301 E. Fourth Street, Cincinnati, OH 45202

DECLARATIONS
for
REAL ESTATE APPRAISERS
LIABILITY INSURANCE POLICY

THIS IS BOTH A CLAIMS MADE AND REPORTED INSURANCE POLICY.

THIS POLICY APPLIES TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD.

Insurance is afforded by the company indicated below: (A capital stock corporation)

☒ Great American Assurance Company

Note: The Insurance Company selected above shall herein be referred to as the Company.

Policy Number: **RAP3365338-14**

Renewal of:

Program Administrator: **Hebert H. Lundy Insurance Agency Inc.**
75 Second Ave Suite 410 Needham, MA 02494-2876

Item 1. Named Insured: **Lindsay Padgett**

Item 2. Mailing Address: **PO BOX 534**
City, State, Zip Code: **Lexington, SC 29071**

Item 3. Policy Period: From **05/01/2014** To **05/01/2015**
(Month, Day, Year) (Month, Day, Year)
(Both dates at 12:01 a.m. Standard Time at the address of the Named Insured as stated in Item 2.)

Item 4. Limits of Liability:

- A. \$ 1,000,000 Damages Limit of Liability - Each Claim
B. \$ 1,000,000 Claim Expenses Limit of Liability - Each Claim
C. \$ 2,000,000 Damages Limit of Liability - Policy Aggregate
D. \$ 2,000,000 Claim Expenses Limit of Liability - Policy Aggregate

Item 5. Deductible (Inclusive of Claim Expenses):

- A. \$ 500 Each Claim
B. \$ 1,000 Aggregate

Item 6. Premium: \$ **840.00**

Item 7. Retroactive Date (if applicable): **05/01/2008**

Item 8. Forms, Notices and Endorsements attached:
D42100 (05/13) D42300 SC (05 13)
D42402 (05/13) D42408 (05/13)

Kristy A. Raymond
Authorized Representative

D42101 (05/13)

Page 1 of 1

Book 1625-3444
2010054051 08/18/2010 14:52:25.950
Fee: \$18.00 County Tax: \$0.00 State Tax: \$0.00
2010054051 Richard W. Radem
Richard County R.O.D.

COMMERCIAL REAL ESTATE MORTGAGE

This Commercial Real Estate Mortgage (Security Instrument) is made on AUGUST 16, 2010
ANGELA T FRANKS

by
whose address is

464 ANNONDALE ROAD, COLUMBIA, SC 29212
("Mortgagor"), and S C COMMUNITY BANK
whose address is:

1545 SUMTER STREET, COLUMBIA, SC 29201
("Lender"), which is organized and existing under the laws of
SOUTH CAROLINA

Mortgagor in consideration of the principal amount of

Fifty six thousand six hundred & no/100

Dollars (\$ 56,600.00

("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which
is acknowledged, hereby mortgages and warrants to Lender, its successors and assigns, forever, the land and property described below:

SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

TOGETHER WITH all assessments, appurtenances, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents,
income, profits, and personal property of every description and all other rights and privileges including all minerals, oil, gas, and timber
that is now or later located, situated, or affixed on or used in connection with it (hereinafter called the Property).

MORTGAGOR COVENANTS that Mortgagor is lawfully seized of the estate conveyed and has the right to mortgage, grant, convey,
and assign the Property (and, if this instrument is given on a leasehold, that the ground lease is in full force and effect without
modification except as noted above and without default on the part of either the lessor or lessee), that the Property is unencumbered,
and that Mortgagor will warrant and defend generally the title to the Property against all claims and demands, subject to the easements
and restrictions listed in the schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

☐ This is a PURCHASE MONEY MORTGAGE.

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, business
loan agreements, construction loan agreements, resolutions, guarantees, environmental agreements, subordination agreements,
assignments of leases and rents and all other documents and agreements executed in connection with this Mortgage, whether now or
later existing. The Related Documents are made a part of this Mortgage, with the same force and effect as if they were fully set forth
herein.

INDEBTEDNESS. This Mortgage secures the principal amount shown above as may be evidenced by a promissory note or notes of
even, prior, or subsequent date hereto, including future advances and every other indebtedness of every kind now and or later owing
from Mortgagor to Lender however created or arising, whether primary, secondary, or contingent, together with all interest or charges
provided in or arising out of such indebtedness, as well as the agreements and covenants of this Mortgage and all Related Documents
(all referred to in this Mortgage as the indebtedness).

FUTURE ADVANCES. To the extent permitted by law, this Mortgage will secure future advances as if such advances were made on the
date of this Mortgage, regardless of the fact that from time to time there may be no balance due under this note and regardless of
whether the Lender is obligated to make such future advances.

CROSS COLLATERALIZATION. It is the express intent of the Mortgagor to cross collateralize all of Mortgagor's indebtedness and
obligations to the Lender however arising and whenever incurred.

MORTGAGOR'S WARRANTIES. Mortgagor represents, warrants, covenants, and agrees with Lender as follows:

By initialing, I acknowledge this is page 1 of 8 of the
Commercial Real Estate Mortgage.

© Copyright Compliance Systems, Inc. 170 E. 19th St. 1904, 1907, 2000, 2003
1234 567891 01234 567891 Page 1 of 8

Compliance Systems, Inc.
850-888-6572, Fax 812-664-1840

1. **Payment.** Mortgagor promises to pay the indebtedness in accordance with the terms thereof and to perform all of the obligations from which the indebtedness may arise. Lender may apply all payments received from the Mortgagor in any order Lender deems appropriate, to the extent permitted by law.

2. **Condition of Property.** Mortgagor promises at all times to preserve and maintain the Property and every part thereof in good repair, working order, and condition, and will from time to time make all proper repairs so that the value of the Property is not in any way impaired.

3. **Removal of any Part of the Property.** Mortgagor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

4. **Alterations to the Property.** Mortgagor promises not to allow the commission of any waste on the Property. Mortgagor will make no material alterations, additions, or improvements of any type to the Property, even if such alterations, additions, or improvements would increase the value of the Property, nor will Mortgagor permit anyone else to do so except for tenant improvements and the completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Mortgagor will comply with all laws and regulations of all public authorities having jurisdiction over the Property relating to the use, occupancy or maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

5. **Ground Lease.** Mortgagor agrees to comply with the provisions of any ground lease related to the Property and will give Lender notice of any default on the part of the Lessor. If an option to renew or extend the ground lease occurs during the duration of the indebtedness, Mortgagor agrees to exercise such option and to submit evidence of the extension to Lender. Mortgagor hereby assigns its rights in any such ground lease to Lender; however, Lender shall not be liable or responsible for any of the obligations stated therein. Mortgagor promises not to alter or amend any such ground lease or to cancel, terminate, or surrender its interest in such ground lease without first obtaining the written consent of the Lender.

6. **Due on Sale - Lender's Consent.** Mortgagor will not sell, further encumber, or otherwise dispose of, except as herein provided, any or all of Mortgagor's interest in any part of or all of the Property without first obtaining Lender's written consent. If any encumbrance, lien, transfer, sale, or agreement for these is created, Lender may declare the indebtedness immediately due and payable.

7. **Insurance.** Mortgagor promises to keep the Property insured against such risks, in such form, and with such carriers as may within the sole discretion of the Lender be acceptable, causing the Lender to be named as loss payee, or alternatively, if requested by Lender, Mortgagor, in such form and manner as prescribed by the Lender. The insurance company shall be chosen by Mortgagor subject to Lender's reasonable approval. All insurance policies must provide that Lender will get a minimum of 10 days' notice prior to cancellation. At Lender's discretion, Mortgagor may be required to produce receipts of paid premiums and renewal policies. If Mortgagor fails to obtain the required coverage, Lender may do so at Mortgagor's expense. Mortgagor hereby directs each and every insurer of the Property to make payment of loss to the Lender with the proceeds to be applied, only at the Lender's option, to the repair and replacement of the damage or loss or to be applied to the indebtedness with the surplus, if any, to be paid by the Lender to Mortgagor. If applicable, Mortgagor will provide Lender with photocopies of any insurance policy(ies) pertaining to Mortgagor's ground lease.

8. **Payment of Taxes and Other Applicable Charges.** Mortgagor promises to pay and to discharge liens, encumbrances, taxes, assessments, and governmental charges at any time levied or assessed against Mortgagor or the Property and Mortgagor will not do or allow to be done any act that would impair the value of the lien of this Mortgage; provided, however, that Mortgagor shall not be required to pay any tax, assessment, or governmental charge so long as Mortgagor is in good faith disputes the validity thereof and provides for payment in a manner satisfactory to Lender in the event Mortgagor fails in the dispute.

9. **Environmental Laws and Hazardous or Toxic Materials.** Mortgagor certifies that as to any real estate that was, is, or will be owned or occupied by Mortgagor, such real estate has not and will not be allowed in any manner to be exposed to or contain hazardous or environmentally harmful substances as may be defined or regulated by any state or federal law or regulation, except to the extent the existence of such substances has been presently disclosed in writing to Lender, and Borrower will immediately notify Lender in writing of any assertion made by any party to the contrary. Mortgagor indemnifies and holds Lender and Lender's directors, officers, employees, and agents harmless from all liability and expense of every nature, including reasonable attorneys' fees, incurred directly or indirectly as a result of Mortgagor's involvement with any such hazardous or environmentally harmful substances.

10. **Financial Information.** Mortgagor agrees to supply Lender such financial and other information concerning Mortgagor's affairs and the status of any of its assets as the Lender, from time to time, may reasonably request. Mortgagor further agrees to permit the Lender to verify accounts as well as to inspect, copy, and examine Mortgagor's books, records, and files.

11. **Lender's Right to Enter.** Lender or Lender's agents will have the right to access to the Property at all reasonable times to attend to Lender's interest and ensure compliance with the terms of this Mortgage. If the Property, or any part of it requires inspection, repair, or maintenance, Lender, after reasonable notice, may enter upon the Property to effect the inspection, repair, or maintenance; and the cost will be added to the indebtedness and paid by Mortgagor on Lender's demand.

12. **Rules of Construction.** Mortgagor will comply with the provisions of all construction loan agreements, which, if one exists, is incorporated by reference and is a part of this Mortgage.

All advances and other disbursements made by Lender under any construction loan agreement will become a part of the indebtedness and will bear interest at the rate provided for in the Note from the date of advance or disbursement, provided such calculation of interest shall not be in conflict with applicable law, in which case, Lender shall calculate interest at the highest allowable rate.

Default under the terms of any construction loan agreement will be a default under this Mortgage and Lender will be entitled to the rights and remedies as provided in this Mortgage and as provided by law.

MORTGAGOR'S ASSURANCES. At any time upon Lender's request, Mortgagor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, and other documents as Lender may require, in the Lender's sole discretion, to effectuate, complete, and to perfect, as well as to continue to preserve the indebtedness, or the lien or security interest created by this Mortgage. If the Mortgagor fails or refuses to execute and deliver any such document to the Lender, Mortgagor hereby irrevocably constitutes and appoints Lender, and Lender's officers and employees, as Mortgagor's true and lawful attorney-in-fact to do so, and the expenses thereof will be added to the

By initialing, I acknowledge this is page 2 of 6 of the
Commercial Real Estate Mortgage.

[Signature]
Initials

Initials

Initials

Initials

© Copyright Compliance Systems, Inc. 1987, 1994, 1996, 1997, 2000, 2003.
1104-1110-01-0000 (7/1/04) Page 2 of 6

Compliance Systems, Inc.
800-988-8122 Fax 818-956-1106

indebtedness and paid by Mortgagor upon Lender's demand. This power of attorney shall not be affected by the disability of the Mortgagor.

CONDEMNATION. Mortgagor hereby assigns to Lender all judgments, decrees, and awards for injury, damage, or condemnation of or to the Property and authorizes Lender, at Lender's option, to apply the proceeds thereof to the payment of the indebtedness as Lender elects.

ASSIGNMENT OF LEASES AND RENTS. As additional security for the payment of the indebtedness contained herein, Mortgagor:

(a) hereby grants to Lender a security interest in all personal property and fixtures that may now or later constitute any part of the Property, in all personal property in Lender's possession, and in the balance of every deposit account of Mortgagor with Lender, which may be applied by Lender to the indebtedness upon default hereunder; this interest is in addition to Lender's right of setoff; and

(b) hereby sells, assigns, transfers, and sets over to Lender all the rents, profits, and income under every lease or leases of the Property, including all extensions, amendments, and renewals, whether due now or to become due, including all leases in existence or coming into existence during the period this Mortgage is in effect. This assignment of rents shall run with the land and be good and valid as against Mortgagor and those claiming by, under, or through Mortgagor, from the date of the recording of this Mortgage. Mortgagor agrees to perform its obligations as Landlord under any lease in the Property and will not terminate or modify the terms of any lease without Lender's written consent. Mortgagor will provide Lender with copies of all such leases now or hereafter in existence, upon Lender's request. This assignment will continue to be operative during any foreclosure and other action enforcing this Mortgage, during any receivership created hereunder, and during the period of redemption, including the period of deficiency in the repayment of the indebtedness. Mortgagor acknowledges that this assignment is given as collateral security only and shall not be construed as obligating Lender to perform any of Mortgagor's covenants or undertakings contained in any such assigned leases, although Lender may, at its sole option, do so. In the event of surrender or the taking of possession of the Property by Lender upon Mortgagor's default, Lender may thereafter collect the rents and income therefrom, rent or lease the Property or any portion thereof upon such terms as the Lender may deem advisable, in its sole discretion, and apply all proceeds derived therefrom to (i) preservation of the Property; (ii) payment of taxes; (iii) payment of insurance premiums; (iv) payment of the indebtedness.

EVENTS OF DEFAULT. The following events shall constitute default of this Mortgage and all notes and other agreements it secures:

- (a) failure to make payments on the indebtedness when due;
- (b) failure to perform or keep any of the covenants of this agreement or any agreement, oral or written, out of which the indebtedness arises or that governs any of the terms of the indebtedness;
- (c) Mortgagor's insolvency;
- (d) the filing by or against Mortgagor of any insolvency, bankruptcy or receivership proceeding;
- (e) the institution of any assignment by Mortgagor for the benefit of Borrower's creditors;
- (f) the insolvency or death of any guarantor of the indebtedness;
- (g) the death of Mortgagor, if a natural person, or of any partner if Mortgagor is a partnership;
- (h) the dissolution, merger, and consolidation or transfer of a substantial part of the ownership of Mortgagor or any guarantor of the indebtedness if Borrower or such guarantor is a corporation;
- (i) the non-payment of taxes or insurance, which shall also constitute waste and entitle Lender to the appointment of a receiver under applicable law;
- (j) the sale or transfer by Mortgagor of any interest in the Property, whether by deed, land contract, contract of sale, or the like;
- (k) Lender deems itself insecure for any reason whatsoever.

REMEDIES ON DEFAULT. Upon default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by the Mortgagor; effect any insurance provided for herein make such repairs; cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it; and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the indebtedness and will bear interest at the rate of interest otherwise accruing on the indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of the Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the indebtedness will remain in Lender's possession until the indebtedness is paid in full.

In the event of default, Lender may, without notice unless required by law, and at its option, declare the entire indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to sell or to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made *en masse*. The commencement of proceedings to foreclose this Mortgage in any manner authorized by law shall be deemed as exercise of the above option. In the event of default or the commission of waste, Lender shall immediately be entitled to the appointment of a receiver for the Property and of the earnings, income, issue, and profits of it, with the powers as the court making the appointments confers. Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor.

No Waiver. No delay or failure of Lender to exercise any right, remedy, power, or privilege hereunder shall affect that right, remedy, power, or privilege, nor shall any single or partial exercise preclude the later exercise of any right, remedy, power, or privilege. No Lender delay or failure to demand strict adherence to the terms of this Mortgage will be deemed to constitute a

By signing, I acknowledge this is page 3 of 8 of the
Commercial Real Estate Mortgage.

ATE

Printed

Initials

Initials

© Copyright Compliance Systems, Inc. 1987, 1988, 1989, 1990, 1991, 2000, 2002
JTM 511025 (2005) (7/7) Page 3 of 8

Compliance Systems, Inc.
800 998-8322 Fax: (114) 454-1808

course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Mortgage and the Related Documents.

APPLICATION OF PROCEEDS. Lender shall have the exclusive right to determine the order in which the Property securing this Mortgage shall be sold and the proceeds applied to the indebtedness in the event Lender exercises its remedies.

SALE OF NOTE. The Note or a partial interest in the Note together with this Mortgage and Related Documents, may be sold one or more times without notice to Mortgagor.

MORTGAGOR NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time given by the Lender for payment of any of the indebtedness will not operate to release, discharge, modify, or otherwise affect the original liability of Mortgagor herein or of Mortgagor's continued obligation to the covenants herein contained or the covenants and terms of any portion of the Related Documents.

Mortgagor expressly acknowledges that it is the intent of both itself and Lender to have Mortgagor's default of any of the provisions of this Mortgage constitute a default of all other agreements existing or later arising between them and that, likewise, a Mortgagor's default under any such agreement will be a default of this Mortgage.

Mortgagor warrants that no provision, warranty, or promise made by Mortgagor in any of the Related Documents causes any conflict with the terms of any document related to any other transaction involving Mortgagor with any other person or entity.

It is further agreed that:

- (a) Upon Lender's request, Mortgagor agrees to pay Lender, in addition to payment of the indebtedness, a pro rata portion of the taxes, assessments, mortgage guarantee insurance premiums (so long as this Mortgage is insured by a mortgage guarantee insurance policy), and hazard insurance premiums next to become due, as estimated by Lender so Lender will have sufficient funds on hand to pay taxes, assessments, and insurance premiums within thirty days before their due date, and to pay Lender, immediately, any deficit, the amount so held not to bear any interest and, upon default, to be applied by Lender to the indebtedness at Lender's discretion;
- (b) all rights and remedies granted to Lender hereunder are cumulative and not exclusive of one another or of any other remedy provided for by law or agreement, and may be exercised either successively or concurrently;
- (c) if any provision of this Mortgage is prohibited by state law, such prohibitions shall apply only to that provision and all other provisions of the Mortgage shall remain in full force and effect;
- (d) Lender may, at its option, reduce, release, or modify: the indebtedness; the persons liable for the indebtedness; or the Property that is subject to this Mortgage. Any such action shall not effect Mortgagor's remaining obligations under this Mortgage or the Related Documents;
- (e) Mortgagor waives the right to assert the statute of limitations so as to preclude Lender from enforcement of the lien conferred upon it by this Mortgage.

JOINT AND SEVERAL LIABILITY. If this Mortgage is signed by more than one person, all persons signing it agree that they are jointly and severally bound, where permitted by law.

SURVIVAL. Lender's rights in this Mortgage will continue in its successors and assigns. This Mortgage is binding on all heirs, executors, administrators, assigns, and successors of Mortgagor.

NOTICES AND WAIVER OF NOTICE. Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective when it is deposited in the United States Mail with the appropriate postage, mailed to the address of the party given at the beginning of this Mortgage, unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Mortgagor waives notice of Lender's acceptance of this Mortgage, defenses based on suretyship, all defenses arising from any election by Lender under the United States Bankruptcy Code, the Uniform Commercial Code as enacted in the state where the Lender is located; and other applicable law, and also waives all rights of enquiry, demand, notice of acceleration, notice of nonpayment, presentment, protest, dishonor, and all other notices.

TO THE EXTENT PERMITTED BY LAW, MORTGAGOR WAIVES ALL RIGHTS TO NOTICE OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ALL RIGHTS TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS MORTGAGE.

WAIVER OF HOMESTEAD EXEMPTION RIGHT. Mortgagor hereby waives and releases all homestead exemption rights relating to the Property to the extent permitted by law.

WAIVER OF APPRAISEMENT RIGHTS. The laws of South Carolina provide that in any real estate foreclosure proceeding, a defendant against whom a personal judgment is taken or asked may, within 30 days after the sale of the mortgaged property, apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. **THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS, WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY.**

LENDER'S EXPENSE. Mortgagor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the indebtedness, this Mortgage, and in the event Lender is made party to any litigation because of the existence of the indebtedness or this Mortgage, as well as court costs, collection charges, and reasonable attorney's fees and disbursements.

By initiating, I acknowledge this is page 4 of 8 of the
Commercial Real Estate Mortgage.

Initials

Initials

Initials

Initials

ASSIGNABILITY. Lender may assign or otherwise transfer this Mortgage or any of Lender's rights under this Mortgage without notice to Mortgagor. Mortgagor may not assign this Mortgage or any part of it without Lender's express written consent.

GOVERNING LAW AND JURISDICTION. This Mortgage will be governed by the laws of the state of SOUTH CAROLINA. Mortgagor waives any plea of jurisdiction or venue on the ground that Borrower is not a resident of RICHLAND County, state of SOUTH CAROLINA, and hereby specifically authorizes any action brought to enforce the indebtedness to be instituted and prosecuted in the appropriate court of RICHLAND County, or in the United States District Court for the district containing said county.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Mortgage is invalid or prohibited by applicable law, that term or provision will be severed from the rest of the Mortgage without invalidating the remainder of either the affected provision or this Mortgage.

WAIVER OF JURY TRIAL. All parties to this Mortgage waive all right to trial by jury to the extent permitted by law. This jury trial waiver applies to all claims and disputes related or incidental to the relationship established between the parties to this Mortgage.

ORAL AGREEMENTS. This Mortgage and the Related Documents fully represent the final agreement between the parties and may not be contradicted by evidence or prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

ADDITIONAL PROVISIONS.

UNIFORM COMMERCIAL CODE (U.C.C.) Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. Mortgagor grants to Lender a security interest in all timber to be cut and as-extracted collateral situated on the Property including all rents, income, and profits relating to them. Mortgagor agrees that this Mortgage shall suffice as a financing statement and may therefore be filed of record as a financing statement for the purposes of Article 9 of the Uniform Commercial Code. Mortgagor authorizes Lender to file any financing statements required under the Uniform Commercial Code.

In WITNESS WHEREOF, this Security Instrument has been executed by the Mortgagor(s) on the date written below.

Witness(es)

Borrower(s)

X AM
X Paul H. Atkins

X Angela T. Franks 08/16/2010
ANGELA T. FRANKS Date

X _____ Date

X _____ Date

X _____ Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)

) ss

COUNTY OF RICHLAND)

Before me personally appeared the undersigned witness, and made oath that he saw the within named Borrower sign, seal, and as her act and deed, deliver the within written instrument; and that he with witnessed the execution thereof.

Hugh M. Cooper
Swore before me this 16th day of August, 2010

Notary Public for South Carolina

(Seal)

My commission expires: 1-23-2012

STATE OF SOUTH CAROLINA

ss:

COUNTY OF

I, a Notary Public, do hereby certify unto all whom it may concern that Mrs.

, the wife of the within named, did this day appear before me, and upon being sworn, privately and separately renounce, release and forever relinquish unto the within named

, its Successors and Assigns, all her interest and estate, and also all her right and claim of Dower, of, in, or to, All and singular, the premises within mentioned and released.

Given under my Hand and Seal, this day of

(Seal)

Notary Public for South Carolina

BUSINESS ENTITY ACKNOWLEDGMENT

STATE OF)

) ss

COUNTY OF)

The foregoing instrument was acknowledged before me on

, by

of

, a
, on behalf of the

My commission expires:

(Official Seal)

Notary Public

WHEN RECORDED RETURN TO:
S C COMMUNITY BANK
PO BOX 425
COLUMBIA, SC 29202

DRAFTED BY / ADDRESS
S C COMMUNITY BANK
PO BOX 425
COLUMBIA, SC 29202

By initiaing, I acknowledge this is page 8 of 8 of the
Commercial Real Estate Mortgage.

Initials

Initials

Initials

Initials

© Copyright Compliance Systems, Inc. 1992, 1994, 1997, 2000, 2003
FORM 511402-8 (02/03) (777) Page 8 of 8

Compliance Systems, Inc.
602-988-4322 Fax 810-668-1831

Loan Number: 101459
Angela T. Franks
1205 and 1205 1/2 Columbia College Drive
Columbia, SC 29203

EXHIBIT "A"

All that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as Lots 1, 2, 3 and the southeastern portion of Lot 4, Block 1 on a map of COLLEGE VIEW prepared by A.I. Schisler dated August and September, 1927, and recorded in the Office of the ROD for Richland County in Plat Book "F" at Page 24; said lot being further shown and delineated on a plat prepared for Forrest Tanner by Isaac B. Cox & Son, Inc., RLS and Engineers dated May 10, 1979, and recorded in the aforementioned ROD Office in Plat Book "Y" at Page 4498; said lots having such metes and bounds as shown on said latter plat, which is being incorporated herein by reference as a part of this description.

This being the identical property conveyed to Elliot E. Franks, III and Angela T. Franks by Deed of G & R Properties dated December 30, 2004, and recorded January 11, 2005, in Book 1014, Page 1128; thence to Angela T. Franks by Deed of Distribution of the Estate of Elliott E. Franks, III (Lexington County Probate Case No. 2008-ES-32-01297) recorded July 27, 2010, in Book 1621, Page 1299, Richland County records.

Richland County Tax Map Number: 09216-07-13

ATK

Book 2001-1219

2015005339 01/26/2015 12:48:26:520

Agent Lease Rent Profit

Fee: \$11.00 County Tax: \$0.00

State Tax: \$0.00



2015005339 John T. Hopkins II

Richland County R.O.D

(The Space Above This Line For Recording Data)

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment"), is given on 10/17/14
 by ANGELA T FRANKS
 464 ANNONDALE ROAD, COLUMBIA, SC 29212
 ("Owner") to S C COMMUNITY BANK
 organized and existing under the laws of SOUTH CAROLINA
 whose address is 1545 SUMTER STREET, COLUMBIA, SC. 29201
 ("Lender").

whose address is

which is
, and

The Lender is, or is about to become, the holder of the following mortgage, security deed, or deed of trust dated
 10/17/14 in the amount of
 Fifty six thousand two hundred twenty four & 78/100
 Dollars (U.S. \$ 56,224.78) ("security instrument") executed by Owner covering the following described property
 located in RICHLAND County, SOUTH CAROLINA :
 1205 COLUMBIA COLLEGE DR., COLUMBIA, SC 29203; ALL FIXTURES ASSOCIATED WITH
 1205 COLUMBIA COLLEGE DR., COLUMBIA, SC 29203

which currently has the address of 1205 COLUMBIA COLLEGE DR.
 (Street)

COLUMBIA

(City)

SOUTH CAROLINA

(State)

29203

(Zip Code)

("Mortgaged Property")

which security instrument secures a note or notes in the principal sum of
 Fifty six thousand two hundred twenty four & 78/100
 Dollars (U.S. \$ 56,224.78), and any other indebtedness of Owner to Lender, whether now or subsequently owing or
 to become due and no matter how created.

By initialing, I acknowledge this is page 1 of 5
 of the Assignment of Leases and Rents.

Initials

Initials

Initials

Initials

© Copyright Compliance Systems, Inc. 2003
 11/14/13/2011 03:02 Page 1 of 5

Compliance Systems, Inc.
 833 688-1522 Fax 818-959-1458

The Mortgaged Property has been demised by the Owner under a lease(s) which may be described as follows:

Lender, as a condition of making the above loan, has required an assignment of the lease(s) and the rents, income and profits derived from the use of the Mortgaged Property and every part thereof, as additional security for said loan.

In consideration of the recitals above and as additional security for the indebtedness above, Owner assigns, transfers, sets over to, and grants Lender a security interest in the lease(s) described herein and any guaranties, renewals or extensions thereof, together with any other lease(s), whether written or unwritten, entered into before or after this Assignment and demising any part of the Mortgaged Property, and all rents, income and profits derived from the Mortgaged Property and any portion thereof.

1. **Owner's Duties; Default.** With respect to any lease(s) entered into before or after this Assignment demising any part of the Mortgaged Property, Owner represents to and agrees with Lender that as long as any indebtedness of Owner to Lender shall remain unpaid, Owner shall not, without the written consent of Lender:

- (a) Cancel any lease(s);
- (b) Accept a surrender of any lease(s);
- (c) Modify or alter any lease(s) in any way, either orally or in writing;
- (d) Reduce the rental set forth in any lease(s);
- (e) Consent to any assignment of the lessee's interest in any lease(s), or to any subletting thereunder;
- (f) Collect or accept payment of rent, income or profit under any lease(s) for more than one (1) month in advance of the due date;
- (g) Make any other assignment, pledge, encumbrance, or other disposition of any lease(s), or of the rents, income and profits derived from the use of the Mortgaged Property;
- (h) Fail to keep the Mortgaged Property free and clear of all liens and encumbrances.

Any of the above acts, if done without the written consent of Lender, shall be null and void and shall constitute a default under the aforesaid promissory note and security instrument and this Assignment.

2. **Owner's Warranties.** Owner further covenants with and warrants to Lender that:

- (a) The said lease(s) are valid, presently in full force and effect and that there are no defaults now existing thereunder; and
- (b) Owner has not: (1) executed or granted any prior assignment, encumbrance, or security interest concerning any lease(s) or the rentals thereunder; (2) performed any acts or executed any other instruments or agreements which would limit and prevent Lender from obtaining the benefit of and exercising its rights conferred by this Assignment; (3) executed or granted any modification of any lease(s) either orally or in writing; and
- (c) The Mortgaged Property and the rents, income and profit derived from the use of the Mortgaged Property are free of liens, encumbrances, claims and setoffs.

3. **Remedies.** It is mutually agreed between Lender and Owner that until a default or breach shall occur in the performance of Owner's covenants hereunder, or any default shall occur under the security instrument, or any loan agreement between Owner and Lender pertaining to any indebtedness referred to herein, or any default shall occur in the making of any of the payments provided for in the above described security instrument or note Owner may receive, collect and enjoy the rents, income and profits accruing from the Mortgaged Property, but not more than one (1) month in advance of the due date. In the event of any such default or breach, Lender may, at its option, immediately thereafter receive and collect all rents, income and profits from the Mortgaged Property as they come due under the lease(s) described herein and all renewals and extensions thereof, and under any other lease(s) heretofore or hereafter entered into demising any part of the Mortgaged Property, and Lender shall thereafter continue to receive and collect all such rents, income and profits as long as such default or breach shall exist, and during the pendency of any foreclosure proceedings and throughout any applicable redemption period if there is a deficiency after foreclosure sale, and during all such periods. Lender may, but is not obligated to, apply some or all of the rents, income and profits to protect Lender's interest in the Property, including, but not limited to, payment of property taxes.

By initialing, I acknowledge this is page 2 of 5 of the Assignment of Leases and Rents.

Initials Initials Initials Initials

4. Additional Remedies; Notice. In the event of any such default or breach, Owner expressly authorizes Lender, at its option, to enter upon the Mortgaged Property or any part thereof, by its officers, agents, or employees, for the collection of the rents, income and profits and for the operation and maintenance of the Mortgaged Property. Owner authorizes Lender in general to perform all acts necessary for the operation and maintenance of the Mortgaged Property in the same manner and to the same extent that the Owner might so act. After payment of all charges and expenses, including, without limitation, current and delinquent property taxes and customary operating expenses, the Lender shall credit the net amount of income received by virtue of Lender's exercise of this Assignment to any amounts due Lender under the terms and provisions of the aforesaid note and security instrument, and in the event of any foreclosure sale, to any deficiency during any redemption period. The manner of the application of such net income and the item or items to which it shall be applied shall be within the sole discretion of the Lender, and Lender shall be accountable only for money actually received by it pursuant to this Assignment. Such entry and taking possession of the Mortgaged Property or any part thereof by Lender, may be made by actual entry and possession or by written notice served personally upon or sent by certified mail to the last owner of the Mortgaged Property appearing on the records of the Lender, as the Lender may elect, and no further authorization or notice shall be required. **TO THE EXTENT PERMITTED BY LAW, OWNER WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO THE LENDER EXERCISING ITS RIGHTS UNDER THIS ASSIGNMENT.**

5. Lender as Owner of Mortgaged Property. It is mutually agreed that nothing contained in Section 3 and 4 shall in any way diminish, restrict, or affect any rights of Lender under the lease(s) referred to herein if Lender should become the owner of the Mortgaged Property after the expiration of any redemption period in connection with any foreclosure proceedings.

6. Subsequent Leases. Owner agrees to promptly inform Lender of, and to promptly transfer, assign and deliver to the Lender, any subsequent lease(s) of the Mortgaged Property or any part thereof, and to make, execute and deliver to the Lender, upon demand, any and all documents, agreements and instruments as may, in Lender's opinion, be necessary to protect the Lender's rights under this Assignment. Owner's failure to comply with its agreements herein made shall not impair Lender's rights hereunder with respect to any such subsequent lease(s), nor shall such failure in any way affect the applicability of this Assignment to such lease(s) and the rentals receivable thereunder.

7. Protection of Lender's Rights and Interests; No Waiver; Default. Owner further agrees to perform and discharge each and every obligation, covenant, and agreement required to be performed by the Landlord under the lease(s) referred to herein, and should Owner fail so to do, the Lender, without obligation to do so, and without releasing Owner from any such obligation, may make or do the same in such manner and to such extent as the Lender deems necessary to protect its rights and interests under this Assignment. Nothing in this Assignment shall be construed to require the Lender to perform any of the terms and provisions contained in the lease(s), or otherwise to impose any obligation or liability upon the Lender. Neither the performance or the nonperformance by the Lender of Owner's obligations shall be deemed a waiver of any default by the Owner under the security instrument, this Assignment or under the note(s). Owner agrees to indemnify and hold harmless Lender from all liability, loss, or damage which may be incurred under the lease(s) or by reason of this Assignment. If Lender incurs any expenses due to performing Owner's obligations under the lease(s) and Assignment, or incurs damages, attorney fees or costs due to claims or demands under the lease(s) and Assignment, such amounts shall be payable on demand by Owner to Lender.

Any default by Owner in the performance of any of the obligations in this Assignment shall be a default under the terms of the said security instrument, entitling Lender to exercise all rights and remedies provided by the security instrument, this Assignment, and under the note(s).

8. Lessee Payments to Lender. Owner irrevocably consents and agrees that any lessee(s) under any of the lease(s) referred to herein shall, upon demand and notice from Lender of Owner's default under said note, security instrument, or this Assignment, pay all rents, income, and profits under said lease(s) to Lender, without any obligation upon any such lessee(s) to determine the actual existence of any default by Owner.

By initiaing, I acknowledge this is page 3 of 5
of the Assignment of Leases and Rents.

ATE
Initials

Initials

Initials

Initials

Copyright Lexipol, Inc. 2003
ITEM 1000011 03/02 Page 3 of 5

Copyright Lexipol, Inc.
800-633-8122 Fax 910-954-1908

8. Lender Assignment of Lease. Owner agrees that Lender shall have the right to assign Owner's right, title and interest in the lease(s) referred to herein to any subsequent holder of the security instrument or note and to assign the same to any person acquiring title to the Mortgaged Property through foreclosure.

10. Scope of Assignment of Leases and Rents. This Assignment extends to and includes every lease or rental agreement, whether written or unwritten, now existing or hereafter entered into, demising any part of the Mortgaged Property. Wherever used herein, the term "lease" or "leases" includes all such rental agreements. If no specific lease is described above, then this Assignment shall be a general assignment of all leases and rental agreements concerning the Mortgaged Property.

11. Lender's Rights and Remedies. The rights and remedies of the Lender under this Assignment are cumulative, and are not in lieu of, but are in addition to all other rights and remedies which Lender has under the note, security instrument, loan agreement and any related documents.

12. Successors and Assigns. All covenants and agreements contained in this Assignment shall apply to and bind the grantees, heirs, personal representatives, successors, and assigns of the respective parties.

13. Entire Agreement; Modifications; Severability. This Assignment shall constitute the entire agreement between Lender and Owner. Any modification of this Assignment shall be binding only if placed in writing and signed by the Lender and Owner. The invalidity of any provision of this Assignment shall not affect the validity of any other provision.

14. Paragraph Headings. The titles to the paragraphs of this Assignment are solely for the convenience of the parties and shall not be used to interpret this Assignment.

15. Governing Law. This Assignment shall be interpreted, and the rights of the parties determined, under the laws of the state of SOUTH CAROLINA

16. Additional Provisions.

IN WITNESS WHEREOF, this Assignment has been executed by the Owner on the day and year first above written.

Witnesses:

Kimberly B. Robinson
Kimberly Ragin

ANGELA T. FRANKS

Borrower

Borrower

Borrower

Borrower

INDIVIDUAL ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)

) ss

COUNTY OF RICHLAND)

The foregoing instrument was acknowledged before me on October 17, 2014, by Angela T. Franks

My commission expires:

My Commission Expires August 28, 2019

(Official Seal)

Notary Public

BUSINESS ENTITY ACKNOWLEDGMENT

STATE OF)

) ss

COUNTY OF)

The foregoing instrument was acknowledged before me on

, by

of

, on behalf of the

My commission expires:

(Official Seal)

Notary Public

BUSINESS ENTITY ACKNOWLEDGMENT

STATE OF)

) ss

COUNTY OF)

The foregoing instrument was acknowledged before me on

, by

of

, on behalf of the

My commission expires:

(Official Seal)

Notary Public

This Instrument Prepared By:
 S C COMMUNITY BANK
 1545 SUMTER STREET
 COLUMBIA, SC 29201

After Recording Return To:
 S C COMMUNITY BANK
 1545 SUMTER STREET
 COLUMBIA, SC 29201

By initialing, I acknowledge this is page 5 of 5
 of the Assignment of Leases and Rents.

Initials

Initials

Initials

Initials

©Copyright Compliance Systems, Inc., 2003
 ITEM 1068416 803021 Page 5 of 5

Compliance Systems, Inc.
 800-668-8622 Fax 810-658-1009

**INVOICE**

DATE	INVOICE #
10/9/2014	585098

DUE UPON RECEIPT**BILL FROM:**

Elliott & Company Appraisers
1501 Highwoods Blvd.
Suite 106
Greensboro, NC 27410
Federal ID# 56-1855764
(800) 854-5889

BILL TO:

South Carolina Community Bank
Attn: Accts Payable/Rendella Robinson
1545 Sumter St

Columbia, SC 29204
(803) 733-8100 ext. 1106 (Phone)
(803) 733-8100 (Fax)

PAST DUE AFTER

11/8/2014

ITEM DESC	DESCRIPTION	VENDOR	AMOUNT
Desk Review	Franks, Angela T - 1205 Columbia College Dr, Columbia, SC 29203, File#(s): OA-585081 / RevuPro - R	J Stephen (Steve) Putnam	\$37.50
PLEASE PAY FROM INVOICE. THANK YOU.			TOTAL \$37.50

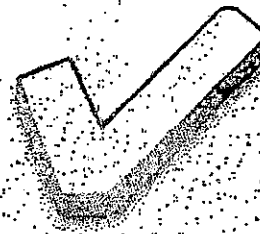


RevuPro Desk Review



Appraisal Reviewed

Property Address:	1205 Columbia College Dr		
City:	Columbia		
State:	SC	Zip:	29203
Affiliated Party:	Angela T Franks		
Property Appraiser:	Lindsay Padgett		
Appraised Value:	\$95,000.00		
Effective Date:	9/29/2014	Appraisal Report Date:	10/9/2014
Client:	South Carolina Community Bank		
Client Representative:	Rendella Robinson	Order #:	585098



PASSED

Appraisal Observation and Evaluation

	Yes	No
1. Does the appraiser adequately address the scope of work?	☒	☐
2. Is the real property interest appraised and the type of value properly stated?	☒	☐
3. Are extraordinary assumptions and hypothetical conditions clearly addressed?	☒	☐
4. Are the site and improvement descriptions adequate, consistent and rational?	☒	☐
5. Are there sufficient, consistent and creditable local market data?	☒	☐
6. Is the highest and best use of the property stated?	☒	☐
7. Are the data in the approaches to value adequate, consistent and rational?	☒	☐
8. Is the analysis in the approaches to value adequate, consistent and rational?	☒	☐
9. Is the analysis in the conclusion creditable, consistent and rational?	☒	☐
10. Does appraisal meet Uniform Standards of Professional Appraisal Practice?	☒	☐

Summary

- ☒ The appraisal is acceptable. The value conclusion has been properly supported by appropriate data and sound reasoning.
- ☐ The appraisal is not acceptable. The value conclusion is not sufficiently supported by the property description, the market data and or sound reasoning by the appraiser. It is recommended that an appraisal by a different appraiser be secured.
- ☐ The appraisal does not contain sufficient property description and market data for the reviewer to make a decision concerning whether it is acceptable. A Field Review of the appraisal is recommended.
- ☐ The appraisal is not acceptable as currently written. It is suggested that the appraiser revise the appraisal giving consideration to the above comments.

The subject property is a two family dwelling. All three traditional approaches are reported.

The comparables used in Sales Comparison Analysis appear to be reasonable substitutes for the subject. The adjustments appear to be appropriate and of reasonable magnitude. Comments are adequate.

The rental comparables used to determine the subject's market rental rate appear to be reasonable indicators. The Gross Rent Multiplier (GRM) was extracted from the market.

The opinion of site value was based on assessment data. The source cited for cost data is local builders.

The appraiser's estimate of the subject's exposure time appears to be reasonable.

The appraisal report appears to be credible. Acceptance is recommended.

I previously reviewed an appraisal of the subject property on 10/07/2014. I have not performed any other services pertaining to the subject property within the three years preceding the acceptance of this assignment.

The reviewer has not verified any data contained in the appraisal report nor independently researched the subject's market in connection with this review. A copy of the engagement letter for the original appraisal was not provided to the reviewer. The review was based typical assignment conditions and guidelines.

The effective date of the review is 09/29/2014. The date of the review report is 10/09/2014.

General Review Conditions

1. There are no extraordinary assumptions or hypothetical conditions contained in the appraisal or considered within this analysis unless specifically addressed within this report along with the affects thereof.
2. The work under review is that appraisal report prepared on the subject property, by the appraiser on the date listed herein.
3. The client and the client's support staff are the exclusive intended user(s) of this report.
4. The purpose of the review is to assist the client in evaluating the appraisal in connection with mortgage loan collateral.
5. The appraisal under review is that appraisal prepared on the property addressed in the Appraisal Reviewed section herein by the appraiser as noted.
6. The effective date of the appraisal review is the same as the effective date of the appraisal under review.

Scope of Work

The scope of the work under this assignment is defined by the complexity of the appraisal review. The appraiser must, at a minimum, read the appraisal in its entirety, analyze the market data contained in the appraisal, and evaluate the analysis, opinions, and conclusions contained in the appraisal report. The scope of this assignment does not require that the appraiser search for and obtain additional data, however, if, at his or her option, the review appraiser has access to such data it may be included. Upon the conclusion of the review, the review appraiser will at a minimum, report his or her opinion as to the adequacy of the appraiser's analysis in various segments of the appraisal, as well as that of the conclusion to include whether value conclusion is reflective of the value of the property.

Assumptions and Limiting Conditions

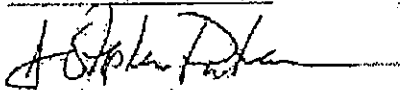
1. The review appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The review appraiser will not give testimony or appear in court because he or she reviewed the appraisal of the property in question, unless a specific and separate agreement is reached to do so beforehand.
3. The review appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions above or below ground, including the presence of hazardous wastes, toxic substances, molds or chemicals that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property.
4. Any information, estimates, and opinions included in the review appraisal report were obtained from the appraisal under review or other sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
5. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
6. The appraiser must provide his or her prior written consent before the client, specified in the appraisal report, can distribute the appraisal report or any part thereof, including conclusions about the property value and the appraiser's identity.
7. This appraisal review report is prepared for the exclusive use of the client stated herein. It is not valid and should not be relied upon by others for any reason whatsoever. Neither the review appraiser nor ELLIOTT® assume any responsibility to others using or attempting to use this appraisal review report.
8. This appraisal review report is based upon limited factual knowledge by the review appraiser about the subject property, most of which under the circumstances cannot be proven as fact. In accordance with the agreement with the client and the scope of this assignment, no attempt was made to inspect the interior or exterior of the subject property, or any of the comparables. The review appraiser was not afforded the time or financial resources to thoroughly research the subject property or the comparable properties and was not charged with this responsibility. This review appraisal is not and should not be considered any guarantee as to the value of the subject property or the accuracy of the appraisal under review. It is and should be considered a single tool among others from which to draw an opinion as to the suitability of the property as collateral for a mortgage loan. Neither the review appraiser nor ELLIOTT® assume responsibility for damages incurred relating to information or knowledge not available to the review appraiser given the limited scope of the assignment.

Review Appraiser's Certification

The review appraiser hereby certifies that, to the best of his or her belief:

1. The statements of fact contained in the review report are true and correct.
2. The reported analyses, opinions, and conclusions in this appraisal review report, are limited by the assumptions and limiting conditions stated in this report, and are the reviewer's personal, unbiased professional analyses, opinions and conclusions.
3. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment unless otherwise stated herein.
4. The reviewing appraiser has no present or prospective interest in the property that is the subject of the review report and no personal interest or bias with respect to the parties involved.
5. The compensation received by the review appraiser for the review is not contingent on the analyses, opinions, or conclusions reached or reported.
6. It is the intent of the review appraiser to perform the appraisal review and the review report in conformity with the Uniform Standards of Professional Appraisal Practice.
7. The review appraiser in accordance with the scope of the appraisal as agreed upon with the client, has made no personal inspection of the property that was the subject of the appraisal report reviewed, has not made a personal inspection of the market comparables cited in the appraisal report under review, and has not attempted to verify the accuracy of the factual data presented in the appraisal report reviewed.
8. No one provided significant professional assistance to the review appraiser with exception of those stated herein.

Review Appraiser Certification Signature:



Review Appraiser Name: J Stephen Putnam

Review Appraiser License Number: 7007

Expiration Date: 6/30/2016

Review Appraiser License State: SC

Appraisal Review Date: 10/9/2014

Please return recorded document to:

Kondaur Capital Corporation
333 South Anita Drive, Suite 400
Orange, CA 92668
Loan Number: 624615



Loan Modification Agreement

This *Loan Modification Agreement* ("Modification Agreement") shall be effective as of August 01, 2019 ("Effective Date") by and between Angela T. Franks ("Borrower") and Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not in its individual capacity but solely in its capacity as Owner Trustee of Matawin Ventures Trust Series 2017-2 ("Lender"), and amends and supplements (1) that certain *Commercial Promissory Note* executed by Borrower on August 16, 2010 in favor of S C Community Bank, in the original principal amount of Fifty Six Thousand Six Hundred Dollars and No Cents (\$56,600.00) ("Note"), secured by (2) that certain *Commercial Real Estate Mortgage* ("Security Instrument") of even date and amount therewith, recorded on August 18, 2010, as Instrument Number 2010054051, in Book 1625 on Page(s) 3444, in the official records of Richland County, South Carolina, which was later modified by (3) that certain *Loan Modification and Release Agreement* dated October 17, 2014 (collectively, as modified, "Modified Note").

The Security Instrument secures the Modified Note and encumbers the real property commonly known as 1205 Columbia Drive, Columbia, SC 29203 (the "Property"), which is more particularly described as set forth in Exhibit A of the aforementioned Security Instrument.

- A. Lender desires to clarify the terms of the Modified Note, to make the terms more payable and manageable for Borrower.
- B. As of April 17, 2019, Borrower will be eighteen (18) monthly installments in arrears ("Missed Payments"), and Borrower has also incurred other charges.
- C. As a condition precedent to the effectiveness of this Modification Agreement, Lender is requiring Borrower to make a down payment in the amount of \$500.00 and three (3) monthly payments under a Forbearance Agreement dated April 02, 2019 ("Forbearance Agreement").
- D. If Borrower timely makes all required payments under the Forbearance Agreement, Lender is willing to modify further the terms of the Modified Note to address the Missed Payments and the other charges assessed, and Borrower is willing to accept said modification.

NOW, THEREFORE, in consideration of the recitals listed hereinabove, and the mutual promises and covenants contained herein, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. The Arrearage as of the Agreement Date.

- 1.1. Borrower acknowledges that as of March 28, 2019, the total sum necessary to bring the Loan current, including, but not limited to, principal, accrued interest, accrued late charges, advances, escrow arrearages and foreclosure fees and costs, was \$12,035.55 ("Arrearage"), which may not include any fees or costs not yet paid or advanced.
- 1.2. Borrower acknowledges that as of March 28, 2019, total amount required to pay the Modified Note in full would be \$53,013.02, which may not include any fees or costs not yet paid or advanced. That aggregate amount is itemized as follows:

- (i) Unpaid principal balance
- (ii) Accrued interest (other than Deferred Amounts)
- (iii) Unreimbursed advances (other than Deferred Amounts)

\$46,410.98
\$3,446.79
\$3,155.25



Page | 1

Total

\$53,013.02

2. **Changes to the Modified Note and Security Instrument.** If (and only if) Borrower has timely completed all requirements of the Forbearance Agreement by July 01, 2019, *time being of the essence*, Borrower shall receive the following adjustment of terms ("Adjustments"):

- 2.1. Beginning August 01, 2019 ("Adjustment Date"), the monthly principal and interest payment due under the Modified Note shall be in the amount of \$444.43, and shall not change during the remaining term of the loan; the Maturity Date shall be extended to July 01, 2034.
- 2.2. Beginning one calendar month prior to the Adjustment Date, Lender hereby changes the interest on the Modified Note from 6.520% per annum simple interest computed on a daily basis to a fixed interest rate of 6.500% per annum paid monthly in arrears.
- 2.3. Beginning one calendar month prior to the Adjustment Date, Lender will adjust the unpaid principal balance due on the Modified Note to \$51,019.16, after taking into account sums paid pursuant to the Forbearance Agreement and capitalizing any balance of the remaining Arrearage due.
- 2.4. As a condition precedent to the effectiveness of this Section 2, Lender requires Borrower to timely have remitted a down payment in the amount of \$500.00 and a total of three (3) monthly plan payments (each in the amount of \$750.12), as described in the Forbearance Agreement. The Forbearance Agreement covers payments from May 01, 2019 through and including July 01, 2019, to be applied toward the indebtedness (which down payment of \$500.00 and three (3) monthly plan payments, totaling \$2,750.36) are reflected in the modified principal balance of \$51,019.16 set forth in Section 2.3). Borrower acknowledges that under the Forbearance Agreement, it must deliver each of the three (3) payments to Lender before the first (1st) day of each and every month from May 01, 2019 through July 01, 2019, and that the Adjustments are contingent on the timely receipt of the down payment and each of the monthly payments by Lender. Notwithstanding anything herein to the contrary, Borrower acknowledges and agrees that if any of the aforementioned three (3) monthly payments is not received by the first (1st) of the month in which that payment is due, the Adjustment set forth in this Section 2 shall not become effective, but instead shall be deemed null and void, and Lender may resume its foreclosure action.
- 2.5. Upon the timely full execution and return of this Modification Agreement and timely performance of the Forbearance Agreement and any other obligation required for the Adjustment, the amount of indebtedness listed on the Security Instrument shall be adjusted to \$51,019.16 as of the Adjustment Date.

3. **General Matters**

- 3.1. Except as expressly modified and superseded by this Modification Agreement, the terms and provisions of the Modified Note, the Security Instrument and the other loan documents shall continue in full force and effect. Borrower remains obligated to repay the indebtedness evidenced by the Modified Note according to its terms, as modified by this Modification Agreement. The execution of this Modification Agreement shall in no way limit, detract from, or otherwise impair the rights, titles, interests, and liens made and created in, under, and by virtue of the loan documents, including without limitation, the lien on the Property represented by the Security Instrument. Upon full execution and return to Lender of this Modification Agreement, the loan obligation referred to herein shall be evidenced by the Modified Note, the Security Instrument and this Modification Agreement (all of which may be freely assigned or otherwise transferred by Lender) collectively. Borrower acknowledges that Lender is the rightful holder of the Modified Note, and the person entitled to enforce the Modified Note and the Security Instrument.
- 3.2. Borrower shall comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other

[Handwritten signature]

payments that Borrower is obligated to make under the Security Instrument. Borrower understands that the monthly payment consists solely of principal and interest, and that, unless Lender, or its assignee, later imposes an escrow account (which Borrower agrees it is entitled to do), Borrower shall timely pay all property taxes and insurance premiums directly to each taxing agency and insurance company to which those sums are due. Borrower acknowledges that, if at any time, evidence of acceptable insurance coverage is not provided, Lender may secure a lender-placed policy (or continue with the current lender-placed policy, if applicable) and Borrower shall be responsible to repay all sums advanced for lender-placed hazard insurance.

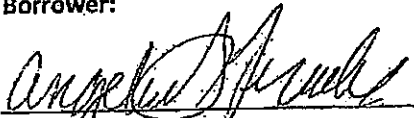
3.3. Lender must receive this Modification Agreement (along with the executed Forbearance Agreement described herein), fully executed by Borrower and notarized by a commissioned notary public, no later than April 16, 2019.

3.4. By execution of this Modification Agreement, the undersigned Borrower affirms all of the obligations set forth in the Modified Note and Security Instrument, reaffirms each and every representation and warranty contained in the Modified Note and Security Instrument, reaffirms each and every representation and warranty contained in the Modified Note and Security Instrument, and agrees to be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification Agreement.

Borrower expressly understands, acknowledges and agrees that this Modification Agreement may only be modified by a separate written addendum signed by both Borrower and Lender; no handwritten changes to this Modification Agreement will be accepted, even if such changes are initialed.

ACKNOWLEDGED AND AGREED TO

Borrower:

 Date: 04/11/2019
Angela J. Franks

Matawin Ventures Trust Series 2017-2, by
Kondaur Capital Corporation, as Separate
Trustee

Date: _____

By: _____

Its: _____



NOTARY ACKNOWLEDGMENT (FOR BORROWER)

STATE OF SC

COUNTY OF Lexington

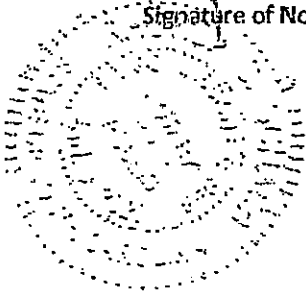
On Apr 11 2009 before me, Rhonda S. Schaub Notary Public, personally appeared
(insert Notary's name)

Angela T. Franks, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Rhonda S. Schaub
(Notary Seal)
Signature of Notary Public



ATB

NOTARY ACKNOWLEDGMENT (FOR LENDER)

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

STATE OF CALIFORNIA

COUNTY OF ORANGE

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

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

WITNESS my hand and official seal.

(Notary Seal)
Signature of Notary Public

Title To Real Estate

State of South Carolina

County of Richland

Know All Men By These Presents That G & R Properties (hereinafter called "Grantors"), in the State and County aforesaid, for and in consideration of the sum of Sixty Four Thousand Two Hundred Fifty and 00/100—(\$64,250.00)—Dollars to the Grantors in hand paid at and before the sealing of these presents by Elliot E. Franks, III and Angela T. Franks (hereinafter called "Grantees"), the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Grantees, their heirs and assigns forever, the following described property:

All that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as Lots 1, 2, 3 and the southeastern portion of Lot 4, Block 1 on a map of COLLEGE VIEW prepared by A.I. Schisler dated August and September, 1927, and recorded in the Office of the ROD for Richland County in Plat Book "F" at Page 24; said lot being further shown and delineated on a plat prepared for Forrest Tanner by Isaac > Box & Son, Inc., RLS and Engineers dated May 10, 1979, and recorded in the aforementioned ROD Office in Plat Book "Y" at Page 4498; said lots having such metes and bounds as shown on said latter plat, which is being incorporated herein by reference as a part of this description.

This being the identical property conveyed to G & R Properties by Deeds of Robert A. Clarkson and George H. Clarkson dated December 30, 2004, and to be recorded simultaneously herewith, Richland County records.

RB 1014/1128 LS

Richland County Tax Map Number: 09216-07-13

Property Address: 1205 Columbia College Drive, Columbia, South Carolina 29203

Grantee's Address: 464 Annondale Road, Columbia, South Carolina 29212

This Deed was prepared by Hugh M. Cooper, Attorney, 1812 Lincoln Street, Columbia, SC 29201.

This conveyance is made subject to easements and restriction of record and otherwise affecting the property.

Together with all and singular rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining thereto.

To Have And To Hold, all and singular the premises before mentioned unto the said Grantees, their Heirs and Assigns forever.

Book 01014-1128

2005002270 DU11/2005 15.43.31.06

Fee: \$10.00 County Tax: \$70.85 State Tax: \$167.70

Deed

Title To Real Estate

*G & R Properties, G
Elliot E. Franks, III,
Deed 1 of 3*



2005002270 John G. Norris

Richland County ROD

And the Grantor does hereby bind itself and its Successors and Assigns to warrant and forever defend all and singular the said premises unto the Grantees, their Heirs and Assigns, against Grantor and its Successors and Assigns, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantees.

In Witness Whereof, the Grantors have hereunto set their hands and seals this 30th day of December, in the year of our Lord Two Thousand Four.

Signed, Sealed and Delivered
In the Presence of

G & R Properties

Witness

By: Robert A. Clarkson

(Seal)

Witness

(Seal)

State of South Carolina)

Probate

County of Richland)

Personally appeared before me, the undersigned witness, who being duly sworn, says that s/he saw the within-named Grantors sign, seal and deliver the within written Title To Real Estate; and that s/he with Hugh M. Cooper, the other witness whose signature appears above, witnessed the execution thereof.

Sworn and subscribed to before me this
30th day of December, 2004.

Notary Public for South Carolina

My Commission Expires: January 23, 2012

Title To Real Estate
G & R Properties, Grantor(s)
Elliot E. Franks, III, Grantee(s)
Page 2 of 2

STATE OF SOUTH CAROLINA
COUNTY OF: RICHLAND
IN THE MATTER OF: ELLIOTT E. FRANKS, III

IN THE PROBATE COURT
DEED OF DISTRIBUTION

CASE NUMBER: 2008-ES-32-01297

WHEREAS, the decedent died on 10-16-2008; and,

WHEREAS, the estate of the decedent is being administered in the Probate Court for Lexington County, South Carolina in File #2008-ES-32-01297; and,

WHEREAS, the grantee herein is either a beneficiary or heir at law, as appropriate, of the decedent; and,

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

NOW, THEREFORE, in accordance with the laws of the State of South Carolina, the Personal Representative has granted bargained, sold and released, and by these Presents does grant, bargain, sell and release to:

Name: Angela T. Franks

Address: 464 Annondale Road

Columbia, SC 29212

the decedent's interest in the following described property:

All that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as lots 1, 2, 3 and the southeastern portion of Lot 4, Block 1 on a map of College View prepared by A. J. Schister dated August and September, 1927, and recorded in the Office of the ROD for Richland County in Plat Book "F" at Page 24; said lot being further shown and delineated on a plat prepared for Forrest Tarnier by Isaac > Box & Son, Inc., RLS and Engineers dated May 10, 1979, and recorded in the aforementioned ROD Office in Plat Book "Y" at Page 4498; said lots having such metes and bounds as shown on said latter plat, which is being incorporated herein by reference as a part of this description.

This being the same property conveyed to Elliot E. Franks, III and Angela T. Franks by deed of G & R Properties dated December 30, 2004 and recorded in the Office of the Register of Deeds for Richland County in Deed Book 01014 at Page 1128 on January 11, 2005.

TMS; 09216-07-13

Book 1621-1299

201004454 07/20/10 14 34 29 707

Fee: \$10.00 County Tax: \$0.00

Deed of Distribution

State Tax: \$0.00



201004454 Richard W. Rodden

Richland County, R.O.D.

FILED

AUG 10 2012
Page 1 of 2

CLERK OF PROBATE JUDGE

LEXINGTON COUNTY, S.C.

FORM #400PC (1/89)
62-3-907, 62-3-908

TOGETHER with all and singular the Rights Members Hereditaments and Appurtenances to the said Premises/Property belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises/Property unto the said Angela T. Franks her heirs and assigns forever.

IN WITNESS WHERE OF the undersigned as Personal Representative of the estate of the decedent has executed this Deed, on this 26 day of July, 2010.

SIGNED, SEALED AND DELIVERED

Estate of: Elliott E. Franks, III

IN THE PRESENCE OF

by Signature: Angela T. Franks

Angela T. Franks, Personal Representative

Witness: Robert D. Hazel

Witness: Amelia H. Corbett

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

PROBATE

PERSONALLY appeared before me Robert D. Hazel and made oath that he/she saw the within named Personal Representative sign, seal, and as her act and deed, deliver the within written Deed, and that he/she with Amelia H. Corbett witnessed the execution thereof.

SWORN to before me this 26th day of July, 2010.

Robert D. Hazel
Witness

Amelia H. Corbett
Notary Public for the State of South Carolina
My Commission Expires: 5/3/12

Forbearance Agreement

RE: Lender Loan Number: 624615
Subject Property: 1205 Columbia Drive, Columbia, SC 29203
Borrower(s): Angela T. Franks

Subject to the conditions precedent set forth in certain Sections below, this *Forbearance Agreement* ("Forbearance Agreement") is made and entered into as of April 02, 2019 by and between Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not in its individual capacity but solely in its capacity as Owner Trustee of Matawin Ventures Trust Series 2017-2 ("Lender") and Angela T. Franks ("Borrower").

RECITALS

- A. Borrower executed that certain *Commercial Promissory Note* and any riders or addenda thereto ("Note") and *Commercial Real Estate Mortgage* ("Security Instrument") on or about August 16, 2010 in favor of S C Community Bank, in the original principal amount of Fifty Six Thousand Six Hundred Dollars and No Cents (\$56,600.00); and executed that certain *Loan Modification and Release Agreement* dated October 17, 2014 (collectively "Loan" or "Loan Documents").
- B. Lender is the current holder of the Loan.
- C. The Loan is secured by the Security Instrument, which encumbers the premises commonly known as 1205 Columbia Drive, Columbia, SC 29203 (the "Property").
- D. Borrower has defaulted in making the payments under the Loan and desires to remedy that default.
- E. Lender has stated that it will consider forbearing in the pursuit of the legal remedies available to it as a result of Borrower's aforementioned default under the Loan, provided that the Borrower timely executes and returns this Forbearance Agreement and timely fulfills the terms of this Forbearance Agreement.
- F. Concurrently with the execution of this Forbearance Agreement, Borrower shall execute a Loan Modification Agreement ("Modification Agreement"), which upon Borrower's full and timely performance under this Forbearance Agreement will modify certain provisions of the Loan Documents.

AGREEMENT

NOW THEREFORE, in consideration of Lender forbearing from pursuit of its legal remedies under the Loan Documents relating to foreclosure and sale of the Property due to the aforementioned default, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower, intending to be legally bound, understands, acknowledges, covenants and agrees as follows:

- 1. **Recitals:** The above recitals are true and correct and incorporated herein by reference.
- 2. **Contractual Due Date:** Borrower is in default in making Borrower's monthly payments under the Loan Documents, and the contractual due date of the Loan as of the date of this Forbearance Agreement is **November 17, 2017**.
- 3. **Arrearage:** As of March 28, 2019, the total sum necessary to bring the Loan current, including, but not limited to, principal, accrued interest, accrued late charges, advances, escrow arrearages and foreclosure

fees and costs, was \$12,035.55 ("Arrearage"), which may not include any fees or costs not yet paid or advanced.

4. Monthly Payment and Other Obligations: Borrower must make all Loan payments and satisfy all other obligations pursuant to the following terms and conditions:

4.1. As a condition precedent to the validity of this Forbearance Agreement, a down payment in the amount of \$500.00 must be received by Lender no later than 5:00 P.M. Pacific Time, April 16, 2019, via wire transfer (instructions enclosed with cover letter).

4.2. During the term of this Forbearance Agreement, for a period of three (3) months, Borrower shall make monthly payments each in the amount of \$750.12 (each installment, a "Plan Payment"), which must be received by Lender no later than 5:00 P.M. Pacific Time, commencing on May 01, 2019, and continuing on the first (1st) day of each and every month thereafter through and including July 01, 2019.

4.3. Borrower must send the Plan Payments, in good funds, by personal check, cashier's check or money order payable to Kondaur Capital Corporation, to Lender at 333 South Anita Drive, Suite 400, Orange, CA 92868-3314. If Borrower timely remits the down payment and each of the three (3) Plan Payments due under the Forbearance Agreement, Lender agrees to modify certain terms of the Loan, as further described in the Modification Agreement.

4.4. All payments on the Loan made during the term of this Forbearance Agreement shall be clearly marked with the above-referenced Loan number and, notwithstanding any other provision of this Forbearance Agreement, may be applied to any amounts outstanding on the Loan, including fees and costs, in the order and proportion deemed appropriate by Lender.

4.5. As to, each and every payment made and obligation performed under this Forbearance Agreement, *time shall be strictly of the essence, and there shall be no grace period.*

5. Collection Efforts to Continue: This Forbearance Agreement shall be of absolutely no force or effect, and Lender will not cease collection activities or postpone the foreclosure or sale of the Property (if applicable), unless and until Lender has received this Forbearance Agreement and the Modification Agreement, fully executed by the Borrower, by no later than April 16, 2019. This Forbearance Agreement is not considered "received" by Lender unless and until it has been delivered to Lender at 333 South Anita Drive, Suite 400, Orange, CA 92868-3314.

6. Pending Foreclosure Action: In the event that a foreclosure action is pending (as contemplated in the above paragraph titled "Collection Efforts to Continue") for the Loan at the time this Forbearance Agreement becomes effective, the foreclosure action will not be dismissed unless otherwise required by applicable law, but Lender will forbear from completing said foreclosure action pending successful performance by Borrower of the terms of this Forbearance Agreement. Lender shall retain the right to continually postpone the foreclosure, file notices with the court, publish the pending foreclosure, complete service or otherwise take any action reasonably necessary to maintain the "pending" status of the foreclosure action during the term of this Forbearance Agreement. Furthermore, if Lender or its designated agent has, prior to the execution of this Forbearance Agreement, submitted any motion or order to the court, Lender shall not be required to withdraw such motion or order by virtue of this Forbearance Agreement, and the court shall be permitted to consider such motion and enter any appropriate order in response to such motion. In the event a judgment of foreclosure is entered or a foreclosure sale or "law day" is held after this Forbearance Agreement is offered to Borrower, but before it is effective by virtue of Borrower's timely performance, this Forbearance Agreement shall be automatically withdrawn.

7. Inability to Postpone: If a foreclosure sale or "law day" has been scheduled to occur shortly after Lender has received both the signed Forbearance Agreement and any required down payment from the

Borrower, it may not be possible for Lender to stop the sale of the Property or vesting of title to the Property in a third party purchaser. In such event, any down payment will be returned to the Borrower and this Forbearance Agreement shall have no force or effect. Furthermore, Lender assumes no liability, and Borrower hereby absolves Lender from liability, for failure to stop the sale or otherwise unwind, rescind or reverse the sale or vesting should such sale or vesting occur. If Lender is unable to stop the sale of the Property and Borrower and Lender subsequently undertake any effort to unwind, rescind or reverse the sale or vesting, then any fees and costs associated with such activity shall be added to the Loan balance.

- 8. Material Breach and Termination of Agreement:** Borrower shall be considered to be in material breach of this Forbearance Agreement and this Forbearance Agreement shall terminate at the option of Lender without the requirement of any further notice to Borrower under any of the following circumstances:

- 8.1. Borrower fails to strictly comply with any of the terms of this Forbearance Agreement or the Loan Documents (for example, by failing to timely pay any of the payments called for in this Forbearance Agreement).
- 8.2. The Property is abandoned or left vacant for more than sixty (60) days.
- 8.3. Borrower transfers any interest in the Property without Lender's prior written consent.
- 8.4. The facts or circumstances relating to Borrower's financial condition, which influenced Lender to enter into this Forbearance Agreement, are substantially changed for the worse.
- 8.5. Incorrect or fraudulent information was submitted by Borrower to induce Lender to enter into this Forbearance Agreement.

- 9. Effect of Termination:** If this Forbearance Agreement is terminated due to material breach as set forth above, the Lender shall be entitled to pursue its remedies pursuant to the terms and conditions of the Loan Documents as if this Forbearance Agreement had never existed. If, upon termination of this Agreement, the Borrower remains in default under the Loan Documents, Lender shall be entitled to commence or resume foreclosure without the necessity of re-providing the Borrower with any legally required notices that were duly provided by Lender to Borrower prior to execution or during the term of this Forbearance Agreement. Lender's waiver of a breach by Borrower shall not be construed as a waiver of any subsequent breach or failure of the same term or condition or a waiver of any other term or condition in this Forbearance Agreement, nor shall it establish or evidence any course of dealing between the parties.

- 10. Borrower Acknowledgments:** By Borrower's execution and delivery to Lender of this Forbearance Agreement:

- 10.1. Borrower acknowledges that the Arrearage is Borrower's full responsibility and was produced solely by the actions or inactions of Borrower.
- 10.2. Borrower acknowledges that service of all notices and legal process made before or during the foreclosure action or proceeding relating to the Loan was proper.
- 10.3. Borrower acknowledges that Lender is the rightful holder of the Note, and is entitled to enforce the Note and the Security Instrument.

- 11. Advice of Attorney:** Borrower warrants and represents that in executing this Forbearance Agreement, Borrower has relied upon legal advice from the attorney of Borrower's choice; that this Forbearance Agreement has been read by the Borrower and such attorney, and its consequences (including risks, complications, and costs) have been completely explained to Borrower by that attorney; and that Borrower fully understands the terms of this Forbearance Agreement.

12. **Loan Documents:** All of Borrower's rights and responsibilities under, and all of the terms and conditions of the Note, Security Instrument, and any prior modifications shall remain in full force and effect except as expressly modified by this Forbearance Agreement (if and when it becomes effective), which are freely assignable by Lender. Nothing contained in this Forbearance Agreement shall be construed to impair the Security Instrument or affect or impair Lender's rights or powers under the Loan Documents to recover any sum due under the terms of the Note and other Loan Documents, including any Arrearage and additional costs.

13. **Successors/Assignees:** The parties expressly understand, acknowledge and agree that the terms, clauses, conditions and provisions of this Forbearance Agreement are binding upon and shall inure to the benefit of all assigns, successors-in-interest, personal representatives, estates, administrators, heirs, devisees, and legatees of each of the parties hereto. This Forbearance Agreement may not be assigned by Borrower except upon written agreement executed by Lender.

14. **Severability:** To the extent that any word, phrase, clause, or sentence of this Forbearance Agreement shall be found to be illegal or unenforceable for any reason, such word, phrase, clause, or sentence shall be modified or deleted in such a manner so as to make the Forbearance Agreement, as so modified, legal and enforceable under applicable law, provided that should such modification or deletion materially diminish the benefit of this Forbearance Agreement to either Lender, in its sole discretion and election, or Borrower, in Borrower's sole discretion and election, the Forbearance Agreement shall, only after written notice given by the electing party to the other party, be of no force or effect and the relationship of Lender and Borrower shall be entirely governed by the provisions of the Loan Documents other than this Forbearance Agreement.

Borrower expressly understands, acknowledges and agrees that this Forbearance Agreement may only be modified by a separate written addendum signed by both Borrower and Lender; no handwritten changes to this Forbearance Agreement will be accepted, even if such changes are initialed.

[Signature Page to Follow]

From: Angela T. Franks <afell264@aol.com>

Sent: Friday, February 17, 2023 2:48:13 PM

To: All Corley

Cc: Lindsey Swann

Subject: Fwd: Covid-19 Relief Request Loan # 624615

-----Original Message-----

From: Angela T. Franks <afell264@aol.com>

To: stanley@mossattorneys.com <stanley@mossattorneys.com>

Sent: Tue, Dec 28, 2021 11:09 am

Subject: Fwd: Covid-19 Relief Request Loan # 624615

-----Original Message-----

From: Mike Perry <mike.perry@kondaur.com>

To: 'maddie@mossattorneys.com' <maddie@mossattorneys.com>

Cc: 'Angela T. Franks' <afell264@aol.com>

Sent: Fri, May 29, 2020 1:54 pm

Subject: RE: Covid-19 Relief Request Loan # 624615

Ms. Mason,

Your client, Ms. Angela Franks, has requested a deferment due to a covid -19 hardship. That request has been approved. See attached.

Mike Perry

Portfolio Manager

Kondaur Capital Corporation

333 S. Anita Dr. Suite 400

Orange, Ca. 92868

Direct 714-352-2068.

E-fax line 714-464-4532

Mike.Perry@Kondaur.com

From: Angela T. Franks <afell264@aol.com>

Sent: Tuesday, May 26, 2020 12:37 PM

To: Mike Perry <mike.perry@kondaur.com>

Subject: Re: Covid-19 Relief Request

May 23, 2020

Mr. Mike Perry, Asset Manager Supervisor

Kondaur Capital Corporation

333 South Anita Drive Suite 400

Orange, CA 92868-3314

Kondaur Loan #0000624615

Property Address: 1205 Columbia College Drive

Columbia SC 29203

Certified USPS _7018 3090 0001 2353 8338

Dear Mr. Perry

Thank you for your assistance to me on May 21, 2020. This letter is a follow-up to that conversation. I am requesting mortgage relief assistance for my rental property due to the Covid-19 Pandemic.

I am requesting payment relief and a reduction in my interest rate.

Here is an overview of my hardship situation.

My property is located in the 29203 zip code in the city of Columbia S.C. Per our State Health Dept. this zip code has the highest number of Covid-19 cases in the greater Columbia area. As a landlord, I have provided safe, decent and affordable housing to members of the local community. In the past, my tenants have been employed in jobs hardest hit by the "the virus". Many have worked in hospitality, food service, security and support services for non-profits and community based organizations. I evicted my last tenants March 2020. Our state has had a shelter in place order since about the last of March 2020. While the

for your immediate attention to my request.

Yours Truly,

Angela T. Franks

-----Original Message-----

From: Angela T. Franks <afell264@aol.com>

To: mike.perry <mike.perry@kondaur.com>

Sent: Tue, May 26, 2020 3:22 pm

Subject: Re: 1098 per your request

Thanks so much.

-----Original Message-----

From: Mike Perry <mike.perry@kondaur.com>

To: 'afell264@aol.com' <afell264@aol.com>

Sent: Thu, May 21, 2020 2:44 pm

Subject: 1098 per your request

Here you go

Mike Perry

Portfolio Manager

Kondaur Capital Corporation

333 S. Anita Dr. Suite 400

Orange, Ca. 92868

Direct 714-352-2068

E-fax line 714-464-4532

Mike.Perry@Kondaur.com

THIS COMMUNICATION IS FROM A DEBT COLLECTOR BUT DOES NOT IMPLY THAT KONDAUR CAPITAL CORPORATION IS ATTEMPTING TO COLLECT MONEY FROM ANYONE WHOSE DEBT HAS BEEN DISCHARGED PURSUANT TO (OR WHO IS UNDER THE PROTECTION OF) THE BANKRUPTCY LAWS OF THE UNITED STATES; IN SUCH INSTANCES, IT IS INTENDED SOLELY FOR INFORMATIONAL PURPOSES AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT. Kondaur Capital Corporation's regular office hours are from Monday through Friday, 8 am to 5 pm Pacific Time at the California location, and from 7:30 am to 6 pm Eastern Time at the Michigan location.

****CONFIDENTIAL****

This message and any files transmitted with it may contain information that is privileged, confidential, and exempt from disclosure under applicable law. They are intended solely for the use of the intended recipient. If you are not the intended recipient, distributing, copying, disclosing or reliance on the contents of this communication is strictly prohibited. If you have received this communication in error, please immediately return this communication to the sender and delete the original message and any copy in your possession.

Kondaur Capital Corporation attempts to sweep harmful content (e.g., viruses) from e-mail and attachments; however, we cannot guarantee their safety and can accept no liability for any resulting damage. The recipient is responsible for verifying the safety of this message and any attachments before accepting them.

NMLS #4328. Licensed by the Department of Business Oversight under the California Residential Mortgage Lending Act. Complete Licensing Information - [Click Here](#)

****CONFIDENTIAL****

This message and any files transmitted with it may contain information that is privileged, confidential, and exempt from disclosure under applicable law. They are intended solely for the use of the intended recipient. If you are not the intended recipient, distributing, copying, disclosing or reliance on the contents of this communication is strictly prohibited. If you have received this communication in error, please immediately return this communication to the sender and delete the original message and any copy in your possession.

Kondaur Capital Corporation attempts to sweep harmful content (e.g., viruses) from e-mail and attachments; however, we cannot guarantee their safety and can accept no liability for any resulting damage. The recipient is responsible for verifying the safety of this message and any attachments before accepting them.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR BUT DOES NOT IMPLY THAT KONDAUR CAPITAL CORPORATION IS ATTEMPTING TO COLLECT MONEY FROM ANYONE WHOSE DEBT HAS BEEN DISCHARGED PURSUANT TO (OR WHO IS UNDER THE PROTECTION OF) THE BANKRUPTCY LAWS OF THE

efax (714) 464-4333
www.kondaur.com
lgreene@kondaur.com

From: Taylor Smith [mailto:Taylor@harrisonfirm.com]
 Sent: Tuesday, March 19, 2019 10:25 AM
 To: Luke Greene
 Subject: RE: 624615 - Franks - Loss Mitigation

Luke,

Thank you for the email. I appreciate the extra time you guys have given us to get these answers and docs out. Kindly let me get with my client to try discuss this. Before I do, what do you mean by Schedule E?

Taylor M. Smith IV

This e-mail message contains confidential, privileged information intended solely for the addressee. Please do not read, copy or disseminate it unless you are the addressee. If you have received it in error, please call us (collect) at (800) 779-2211 and ask to speak with the message sender. Also, we would appreciate your forwarding the message back to us and deleting it from your system. Any tax information or written tax advice contained herein (including any attachments) is not intended to be and cannot be used by any taxpayer for the purpose of avoiding tax penalties that may be imposed on the taxpayer. (The foregoing legend has been affixed pursuant to U.S. Treasury Regulations governing tax practice.) Thank you.

From: Luke Greene
 Sent: Tuesday, March 19, 2019 9:07 AM
 To: Taylor Smith
 Subject: 624615 - Franks - Loss Mitigation

Hello Taylor,

The BRW sent this to my office yesterday certified mail, it was uploaded into her loan modification folder and submitted to the underwriter for review. We received the cover letter and loss mit application to review however, the supporting documents listed below have not been submitted. I'm guessing that the below is still relevant to a self employed real estate investor. Is she filing taxes and declaring the rental income on Schedule E? Let me know if the BRW is gathering the below and if she does not have any of the docs listed 1 - 8 then please send me an email with a sentence or two explaining why, that would be all I need to document her account.

1. Tax returns for the most recent two (2) years;
2. Forms W-2, 1099 and K-1 for the most recent two (2) years;
3. Paycheck stubs for the most recent two (2) months for all borrowers;
4. Bank statements for all accounts in which any Borrower has an interest, for the most recent three (3) months;
5. Utility bill, dated within 60 days of the Payment Arrangement Program request, showing borrower name and subject property address as service address;
6. Current lease agreements for all rental income;
7. Signed Internal Revenue Service Form 4506-T or Internal Revenue Service Form 4506T-EZ;
8. Signed and dated year-to-date Profit and Loss Statement, if self-employed;

Best regards,
 Luke Greene
 Asset Manager
 Kondaur Capital Corporation
 850 NW Federal Highway, Suite 185
 Stuart, FL 34994
 Ph: (888) 566-3287 ext. 11222
 efax (714) 464-4333
www.kondaur.com
lgreene@kondaur.com

THIS COMMUNICATION IS FROM A DEBT COLLECTOR BUT DOES NOT IMPLY THAT KONDAUR CAPITAL CORPORATION IS ATTEMPTING TO COLLECT MONEY FROM ANYONE WHOSE DEBT HAS BEEN DISCHARGED PURSUANT TO (OR WHO IS UNDER THE PROTECTION OF) THE BANKRUPTCY LAWS OF THE UNITED STATES; IN SUCH INSTANCES, IT IS INTENDED SOLELY FOR INFORMATIONAL PURPOSES AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT. Kondaur Capital Corporation's regular office hours are from Monday through Friday, 8 am to 5 pm Pacific Time at the California location, and from 7:30 am to 6 pm Eastern Time at the Michigan location.

CONFIDENTIAL

AOL Mail - Message View

This e-mail message contains confidential, privileged information intended solely for the addressee. Please do not read, copy or disseminate it unless you are the addressee. If you have received it in error, please call us (collect) at (803) 779-2211 and ask to speak with the message sender. Also, we would appreciate your forwarding the message back to us and deleting it from your system. Any tax information or written tax advice contained herein (including any attachments) is not intended to be and cannot be used by any taxpayer for the purpose of avoiding tax penalties that may be imposed on the taxpayer. (The foregoing legend has been affixed pursuant to U.S. Treasury Regulations governing tax practice.) Thank you.

From: Luke Greene
Sent: Wednesday, April 3, 2019 9:00 AM
To: Taylor Smith
Cc: H. Guyton Murrell (guytonm@scottandcorley.com)
Subject: RE: 624615 - Franks - Loss Mitigation
Importance: High

Hello Taylor,

Attached for you is KCC's STIP to Mod. The forbearance plan contains a down payment of \$500 due by 4/16/19 and subsequent trial plan payments starting on 5/1/19 thru 7/1/2019 (3 payments) for \$750.12 each. If the BRW is successful with the forbearance plan then the loan will be permanently modified starting on August 1st with a principal and interest only payment of \$444.43 until the maturity date of 7/1/2034. We need the originals backed signed along with the deposit by 4/16/19. Once we receive the originals back and deposit we will instruct our counsel to place a hold on the FCL case. If/when the forbearance plan is completed on time and the loan is permanently modified then KCC will request counsel to dismiss the FCL. I have copied our counsel in this email and if you have any questions then please reply to all so they are included, thank you.

Best regards,
Luke Greene
Asset Manager
Kondaur Capital Corporation
850 NW Federal Highway, Suite 185
Stuart, FL 34994
Ph: (888) 566-3287 ext. 11222
efax: (714) 464-4333
www.kondaur.com
lgreene@kondaur.com

From: Taylor Smith (<mailto:taylor@harrisonfirm.com>)
Sent: Tuesday, March 26, 2019 2:38 PM
To: Luke Greene
Subject: RE: 624615 - Franks - Loss Mitigation

Luke,

I've spoken with my client and she is currently gathering her tax returns for the years you requested along with the other information you are seeking. Once I have a look at the returns, I'll likely have a better factual basis to provide you with an answer as to whether that rental income is being reported. Unfortunately, she will not be able to get into my office until next week for us to review the information, so we won't be able to drop anything in the mail until then. If you have any questions or concerns ahead of my meeting with her, please let me know so I can address them with her. Thank you.

Taylor M. Smith IV

This e-mail message contains confidential, privileged information intended solely for the addressee. Please do not read, copy or disseminate it unless you are the addressee. If you have received it in error, please call us (collect) at (803) 779-2211 and ask to speak with the message sender. Also, we would appreciate your forwarding the message back to us and deleting it from your system. Any tax information or written tax advice contained herein (including any attachments) is not intended to be and cannot be used by any taxpayer for the purpose of avoiding tax penalties that may be imposed on the taxpayer. (The foregoing legend has been affixed pursuant to U.S. Treasury Regulations governing tax practice.) Thank you.

From: Luke Greene
Sent: Tuesday, March 19, 2019 10:26 AM
To: Taylor Smith
Subject: RE: 624615 - Franks - Loss Mitigation

Schedule E would be the schedule of real estate attached to her filed IRS 1040-form. Does she report the rental income to the IRS on a schedule E etc...?

Best regards,
Luke Greene
Asset Manager
Kondaur Capital Corporation
7 NW Federal Highway, Suite 185
Stuart, FL 34994
Ph: (888) 566-3287 ext. 11222

Fw: Loss of Income Due to Covid-19

1 message

Angela T. Franks <afell264@aol.com>
To: Copy Pickup Staff <copypickup@gmail.com>

Mon, Nov 20, 2023 at 5:56 PM

----- Forwarded Message -----

From: Angela T. Franks <afell264@aol.com>
To: stanley@mossattorneys.com <stanley@mossattorneys.com>
Sent: Wednesday, February 9, 2022 at 02:02:10 PM EST
Subject: Fwd: Loss of Income Due to Covid-19

----- Original Message -----

From: Angela T. Franks <afell264@aol.com>
To: lindsey@mossattorneys.com <lindsey@mossattorneys.com>
Sent: Thu, Aug 12, 2021 1:13 pm
Subject: Loss of Income Due to Covid-19

Moss & Associate, Inc.
816 Elmwood Ave.
Columbia, South Carolina 29201

Dear Lindsey,

This email is a follow-up to my recent conversation with Jason Moss, PA. We discussed my case and loss of income due to Covid -19. My duplex at 1205 1/2 Columbia College Dr serves as a source of income for me. The unit has been vacant during Covid-19, because of my decision not to lease the unit due to the eviction moratorium. The previous tenants were evicted March 06, 2020 for non-payment of rent as well as alleged illegal activities. South Carolina was soon in a lock down thereby preventing me from actively showing the property. The monthly rent for that unit is 850.00. There were significant repairs that I paid for out of pocket (receipts available). I continued to pay City of Columbia water bills that were drafted and the quarterly insurance premiums. I am currently screening potential tenants. I was not sure of the proper format for this information. Please call me if you have any questions at 803-781-8542.

Thank you,

Angela T. Franks
Reply Reply All Forward



Copy Pickup Staff <copypickup@gmail.com>

Exhibit 2

Fw: Follow-up to our Urgent Conversation

1 message

Mon, Nov 20, 2023 at 5:59 PM

Angela T. Franks <afell264@aol.com>
To: Copy Pickup Staff <copypickup@gmail.com>

----- Forwarded Message -----

From: Angela T. Franks <afell264@aol.com>
To: stanley@mossattorneys.com <stanley@mossattorneys.com>
Sent: Tuesday, November 16, 2021 at 03:01:44 PM EST
Subject: Follow-up to our Urgent Conversation

Dear Stanley,

Thank you very much for your assistance during our conversation.

As I explained that I received a foreclosure notice from Bank of New York. My request was to have the case continued to January 2022.

Since our conversation, the following crises have occurred:

1. Car repairs estimate for 2004 Honda Accord \$3800.00 Paid to date \$1600.00

2. The water pipes under my personal residence burst and had to be repaired on 11/04/2021 and again on 11/11/2021. Cost of repairs \$434.00 + \$250.00

3. Sometime during the week of 11/08-11/15 a theft occurred at the duplex and all of the copper plumbing pipes under the house were stolen. I discovered this a day before the scheduled housing inspection to secure approval for a Housing Authority tenant to rent the unit. The cost to replace the pipes is \$6400.00. I am reluctant to file an insurance claim because of pending claims.

4. The stove and oven in the Cayce house needed to be replaced at a cost of \$685.00

5. In August 2021 I notified Lindsay of my income issues because this was around the time that my water bill with the city was on alert. My request was for a moratorium on my monthly payments or reduce them temporarily.

I didn't miss any Trustee payments prior to these issues. I was not able to afford at the time the loss mitigation fee, but when some of these issues are resolved, my payments will resume.

Thank you for your consideration and advice.

Yours Truly,

Angela T. Franks

This message and any files transmitted with it may contain information that is privileged, confidential, and exempt from disclosure under applicable law. They are intended solely for the use of the intended recipient. If you are not the intended recipient, distributing, copying, disclosing or reliance on the contents of this communication is strictly prohibited. If you have received this communication in error, please immediately return this communication to the sender and delete the original message and any copy in your possession.

Kondaur Capital Corporation attempts to sweep harmful content (e.g., viruses) from e-mail and attachments; however, we cannot guarantee their safety and can accept no liability for any resulting damage. The recipient is responsible for verifying the safety of this message and any attachments before accepting them.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR BUT DOES NOT IMPLY THAT KONDAUR CAPITAL CORPORATION IS ATTEMPTING TO COLLECT MONEY FROM ANYONE WHOSE DEBT HAS BEEN DISCHARGED PURSUANT TO (OR WHO IS UNDER THE PROTECTION OF) THE BANKRUPTCY LAWS OF THE UNITED STATES; IN SUCH INSTANCES, IT IS INTENDED SOLELY FOR INFORMATIONAL PURPOSES AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT. Kondaur Capital Corporation's regular office hours are from Monday through Friday, 8 am to 5 pm Pacific Time at the California location, and from 7:30 am to 6 pm Eastern Time at the Michigan location.

****CONFIDENTIAL****

This message and any files transmitted with it may contain information that is privileged, confidential, and exempt from disclosure under applicable law. They are intended solely for the use of the intended recipient. If you are not the intended recipient, distributing, copying, disclosing or reliance on the contents of this communication is strictly prohibited. If you have received this communication in error, please immediately return this communication to the sender and delete the original message and any copy in your possession.

Kondaur Capital Corporation attempts to sweep harmful content (e.g., viruses) from e-mail and attachments; however, we cannot guarantee their safety and can accept no liability for any resulting damage. The recipient is responsible for verifying the safety of this message and any attachments before accepting them.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR BUT DOES NOT IMPLY THAT KONDAUR CAPITAL CORPORATION IS ATTEMPTING TO COLLECT MONEY FROM ANYONE WHOSE DEBT HAS BEEN DISCHARGED PURSUANT TO (OR WHO IS UNDER THE PROTECTION OF) THE BANKRUPTCY LAWS OF THE UNITED STATES; IN SUCH INSTANCES, IT IS INTENDED SOLELY FOR INFORMATIONAL PURPOSES AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT. Kondaur Capital Corporation's regular office hours are from Monday through Friday, 8 am to 5 pm Pacific Time at the California location, and from 7:30 am to 6 pm Eastern Time at the Michigan location.

****CONFIDENTIAL****

This message and any files transmitted with it may contain information that is privileged, confidential, and exempt from disclosure under applicable law. They are intended solely for the use of the intended recipient. If you are not the intended recipient, distributing, copying, disclosing or reliance on the contents of this communication is strictly prohibited. If you have received this communication in error, please immediately return this communication to the sender and delete the original message and any copy in your possession.

Kondaur Capital Corporation attempts to sweep harmful content (e.g., viruses) from e-mail and attachments; however, we cannot guarantee their safety and can accept no liability for any resulting damage. The recipient is responsible for verifying the safety of this message and any attachments before accepting them.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR BUT DOES NOT IMPLY THAT KONDAUR CAPITAL CORPORATION IS ATTEMPTING TO COLLECT MONEY FROM ANYONE WHOSE DEBT HAS BEEN DISCHARGED PURSUANT TO (OR WHO IS UNDER THE PROTECTION OF) THE BANKRUPTCY LAWS OF THE UNITED STATES; IN SUCH INSTANCES, IT IS INTENDED SOLELY FOR INFORMATIONAL PURPOSES AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT. Kondaur Capital Corporation's regular office hours are from Monday through Friday, 8 am to 5 pm Pacific Time at the California location, and from 7:30 am to 6 pm Eastern Time at the Michigan location.

****CONFIDENTIAL****

This message and any files transmitted with it may contain information that is privileged, confidential, and exempt from disclosure under applicable law. They are intended solely for the use of the intended recipient. If you are not the intended recipient, distributing, copying, disclosing or reliance on the contents of this communication is strictly prohibited. If you have received this communication in error, please immediately return this communication to the sender and delete the original message and any copy in your possession.

Kondaur Capital Corporation attempts to sweep harmful content (e.g., viruses) from e-mail and attachments; however, we cannot guarantee their safety and can accept no liability for any resulting damage. The recipient is responsible for verifying the safety of this message and any attachments before accepting them.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR BUT DOES NOT IMPLY THAT KONDAUR CAPITAL CORPORATION IS ATTEMPTING TO COLLECT MONEY FROM ANYONE WHOSE DEBT HAS BEEN DISCHARGED PURSUANT TO (OR WHO IS UNDER THE PROTECTION OF) THE BANKRUPTCY LAWS OF THE UNITED STATES; IN SUCH INSTANCES, IT IS INTENDED SOLELY FOR INFORMATIONAL PURPOSES AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT. Kondaur Capital Corporation's regular office hours are from Monday through Friday, 8 am to 5 pm Pacific Time at the California location, and from 7:30 am to 6 pm Eastern Time at the Michigan location.

****CONFIDENTIAL****

This message and any files transmitted with it may contain information that is privileged, confidential, and exempt from disclosure under applicable law. They are intended solely for the use of the intended recipient. If you are not the intended recipient, distributing, copying, disclosing or reliance on the contents of this communication is strictly prohibited. If you have received this communication in error, please immediately return this communication to the sender and delete the original message and any copy in your possession.

Kondaur Capital Corporation attempts to sweep harmful content (e.g., viruses) from e-mail and attachments; however, we cannot guarantee their safety and can accept no liability for any resulting damage. The recipient is responsible for verifying the safety of this message and any attachments before accepting them.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR BUT DOES NOT IMPLY THAT KONDAUR CAPITAL CORPORATION IS ATTEMPTING TO COLLECT MONEY FROM ANYONE WHOSE DEBT HAS BEEN DISCHARGED PURSUANT TO (OR WHO IS UNDER THE PROTECTION OF) THE BANKRUPTCY LAWS OF THE UNITED STATES; IN SUCH INSTANCES, IT IS INTENDED SOLELY FOR INFORMATIONAL PURPOSES AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT. Kondaur Capital Corporation's regular office hours are from Monday through Friday, 8 am to 5 pm Pacific Time at the California location, and from 7:30 am to 6 pm Eastern Time at the Michigan location.

****CONFIDENTIAL****

This message and any files transmitted with it may contain information that is privileged, confidential, and exempt from disclosure under applicable law. They are intended solely for the use of the intended recipient. If you are not the intended recipient, distributing, copying, disclosing or reliance on the contents of this communication is strictly prohibited. If you have received this communication in error, please immediately return this communication to the sender and delete the original message and any copy in your possession.

Kondaur Capital Corporation attempts to sweep harmful content (e.g., viruses) from e-mail and attachments; however, we cannot guarantee their safety and can accept no liability for any resulting damage. The recipient is responsible for verifying the safety of this message and any attachments before accepting them.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR BUT DOES NOT IMPLY THAT KONDAUR CAPITAL CORPORATION IS ATTEMPTING TO COLLECT MONEY FROM ANYONE WHOSE DEBT HAS BEEN DISCHARGED PURSUANT TO (OR WHO IS UNDER THE PROTECTION OF) THE BANKRUPTCY LAWS OF THE UNITED STATES; IN SUCH INSTANCES, IT IS INTENDED SOLELY FOR INFORMATIONAL PURPOSES AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT. Kondaur Capital Corporation's regular office hours are from Monday through Friday, 8 am to 5 pm Pacific Time at the California location, and from 7:30 am to 6 pm Eastern Time at the Michigan location.

"CONFIDENTIAL"

This message and any files transmitted with it may contain information that is privileged, confidential, and exempt from disclosure under applicable law. They are intended solely for the use of the intended recipient. If you are not the intended recipient, distributing, copying, disclosing or reliance on the contents of this communication is strictly prohibited. If you have received this communication in error, please immediately return this communication to the sender and delete the original message and any copy in your possession.

Kondaur Capital Corporation attempts to sweep harmful content (e.g., viruses) from e-mail and attachments; however, we cannot guarantee their safety and can accept no liability for any resulting damage. The recipient is responsible for verifying the safety of this message and any attachments before accepting them.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR BUT DOES NOT IMPLY THAT KONDAUR CAPITAL CORPORATION IS ATTEMPTING TO COLLECT MONEY FROM ANYONE WHOSE DEBT HAS BEEN DISCHARGED PURSUANT TO (OR WHO IS UNDER THE PROTECTION OF) THE BANKRUPTCY LAWS OF THE UNITED STATES; IN SUCH INSTANCES, IT IS INTENDED SOLELY FOR INFORMATIONAL PURPOSES AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT. Kondaur Capital Corporation's regular office hours are from Monday through Friday, 8 am to 5 pm Pacific Time at the California location, and from 7:30 am to 6 pm Eastern Time at the Michigan location.

"CONFIDENTIAL"

This message and any files transmitted with it may contain information that is privileged, confidential, and exempt from disclosure under applicable law. They are intended solely for the use of the intended recipient. If you are not the intended recipient, distributing, copying, disclosing or reliance on the contents of this communication is strictly prohibited. If you have received this communication in error, please immediately return this communication to the sender and delete the original message and any copy in your possession.

Kondaur Capital Corporation attempts to sweep harmful content (e.g., viruses) from e-mail and attachments; however, we cannot guarantee their safety and can accept no liability for any resulting damage. The recipient is responsible for verifying the safety of this message and any attachments before accepting them.

efax (714) 464-4333
www.kondaur.com
lgreene@kondaur.com

From: Taylor Smith [mailto:Taylor@harrisonfirm.com]
 Sent: Tuesday, March 19, 2019 10:25 AM
 To: Luke Greene
 Subject: RE: 624615- Franks - Loss Mitigation

Luke,

Thank you for the email. I appreciate the extra time you guys have given us to get these answers and docs out. Kindly let me get with my client to try discuss this. Before I do, what do you mean by Schedule E?

Taylor M. Smith IV

This e-mail message contains confidential, privileged information intended solely for the addressee. Please do not read, copy or disseminate it unless you are the addressee. If you have received it in error, please call us (collect) at (803) 779-2211 and ask to speak with the message sender. Also, we would appreciate your forwarding the message back to us and deleting it from your system. Any tax information or written tax advice contained herein (including any attachments) is not intended to be and cannot be used by any taxpayer for the purpose of avoiding tax penalties that may be imposed on the taxpayer. (The foregoing legend has been affixed pursuant to U.S. Treasury Regulations governing tax practice.) Thank you.

From: Luke Greene
 Sent: Tuesday, March 19, 2019 9:07 AM
 To: Taylor Smith
 Subject: 624615 - Franks - Loss Mitigation

Hello Taylor,

The BRW sent this to my office yesterday certified mail, it was uploaded into her loan modification folder and submitted to the underwriter for review. We received the cover letter and loss mit application to review however, the supporting documents listed below have not been submitted. I'm guessing that the below is still relevant to a self employed real estate investor. Is she filing taxes and declaring the rental income on Schedule E? Let me know if the BRW is gathering the below and if she does not have any of the docs listed 1 - 8 then please send me an email with a sentence or two explaining why, that would be all I need to document her account.

1. Tax returns for the most recent two (2) years;
2. Forms W-2, 1099 and K-1 for the most recent two (2) years;
3. Paycheck stubs for the most recent two (2) months for all borrowers;
4. Bank statements for all accounts in which any Borrower has an interest, for the most recent three (3) months;
5. Utility bill, dated within 60 days of the Payment Arrangement Program request, showing borrower name and subject property address as service address;
6. Current lease agreements for all rental income;
7. Signed Internal Revenue Service Form 4506-T or Internal Revenue Service Form 4506T-EZ;
8. Signed and dated year-to-date Profit and Loss Statement, if self-employed;

Best regards,
 Luke Greene
 Asset Manager
 Kondaur Capital Corporation
 650 NW Federal Highway, Suite 185
 Stuart, FL 34994
 Ph: (888) 566-3287 ext. 11222
 efax: (714) 464-4333
www.kondaur.com
lgreene@kondaur.com

THIS COMMUNICATION IS FROM A DEBT COLLECTOR BUT DOES NOT IMPLY THAT KONDAUR CAPITAL CORPORATION IS ATTEMPTING TO COLLECT MONEY FROM ANYONE WHOSE DEBT HAS BEEN DISCHARGED PURSUANT TO (OR WHO IS UNDER THE PROTECTION OF) THE BANKRUPTCY LAWS OF THE UNITED STATES; IN SUCH INSTANCES, IT IS INTENDED SOLELY FOR INFORMATIONAL PURPOSES AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT. Kondaur Capital Corporation's regular office hours are from Monday through Friday, 8 am to 5 pm Pacific Time at the California location, and from 7:30 am to 6 pm Eastern Time at the Michigan location.

CONFIDENTIAL

This e-mail message contains confidential, privileged information intended solely for the addressee. Please do not read, copy or disseminate it unless you are the addressee. If you have received it in error, please call us (collect) at (803) 779-2211 and ask to speak with the message sender. Also, we would appreciate your forwarding the message back to us and deleting it from your system. Any tax information or written tax advice contained herein (including any attachments) is not intended to be and cannot be used by any taxpayer for the purpose of avoiding tax penalties that may be imposed on the taxpayer. (The foregoing legend has been affixed pursuant to U.S. Treasury Regulations governing tax practice.) Thank you.

From: Luke Greene
Sent: Wednesday, April 3, 2019 9:00 AM
To: Taylor Smith
Cc: H. Guyton Murrell (guytonm@scottandcorley.com)
Subject: RE: 624615 - Franks - Loss Mitigation
Importance: High

Hello Taylor,

Attached for you is KCC's STIP to Mod. The forbearance plan contains a down payment of \$500 due by 4/16/19 and subsequent trial plan payments starting on 5/1/19 thru 7/1/2019 (3 payments) for \$750.12 each. If the BRW is successful with the forbearance plan then the loan will be permanently modified starting on August 1st with a principal and interest only payment of \$444.43 until the maturity date of 7/1/2034. We need the originals backed signed along with the deposit by 4/16/19. Once we receive the originals back and deposit we will instruct our counsel to place a hold on the FCL case. If/when the forbearance plan is completed on time and the loan is permanently modified then KCC will request counsel to dismiss the FCL. I have copied our counsel in this email and if you have any questions then please reply to all so they are included, thank you.

Best regards,
Luke Greene
Asset Manager
Kondaur Capital Corporation
850 NW Federal Highway, Suite 185
Stuart, FL 34994
Ph: (888) 556-3287 ext. 11222
eFax: (714) 464-4333
www.kondaur.com
lgreene@kondaur.com

From: Taylor Smith (<mailto:Taylor@harrisonfirm.com>)
Sent: Tuesday, March 26, 2019 2:38 PM
To: Luke Greene
Subject: RE: 624615 - Franks - Loss Mitigation

Luke,

I've spoken with my client and she is currently gathering her tax returns for the years you requested along with the other information you are seeking. Once I have a look at the returns, I'll likely have a better factual basis to provide you with an answer as to whether that rental income is being reported. Unfortunately, she will not be able to get into my office until next week for us to review the information, so we won't be able to drop anything in the mail until then. If you have any questions or concerns ahead of my meeting with her, please let me know so I can address them with her. Thank you.

Taylor M. Smith IV

This e-mail message contains confidential, privileged information intended solely for the addressee. Please do not read, copy or disseminate it unless you are the addressee. If you have received it in error, please call us (collect) at (803) 779-2211 and ask to speak with the message sender. Also, we would appreciate your forwarding the message back to us and deleting it from your system. Any tax information or written tax advice contained herein (including any attachments) is not intended to be and cannot be used by any taxpayer for the purpose of avoiding tax penalties that may be imposed on the taxpayer. (The foregoing legend has been affixed pursuant to U.S. Treasury Regulations governing tax practice.) Thank you.

From: Luke Greene
Sent: Tuesday, March 19, 2019 10:26 AM
To: Taylor Smith
Subject: RE: 624615 - Franks - Loss Mitigation

Schedule E would be the schedule of real estate attached to her filed IRS 1040 form. Does she report the rental income to the IRS on a schedule E etc...?

Best regards,
Luke Greene
Asset Manager
Kondaur Capital Corporation
850 NW Federal Highway, Suite 185
Stuart, FL 34994
Ph: (888) 556-3267 ext. 11222

Fwd: Loss of Income Due to Covid-19

message

Angela T. Franks <afell264@aol.com>
to: Copy Pickup Staff <copypickup@gmail.com>

Mon, Nov 20, 2023 at 5:56 PM

----- Forwarded Message -----

From: Angela T. Franks <afell264@aol.com>
To: stanley@mossattorneys.com <stanley@mossattorneys.com>
Sent: Wednesday, February 9, 2022 at 02:02:10 PM EST
Subject: Fwd: Loss of Income Due to Covid-19

-----Original Message-----

From: Angela T. Franks <afell264@aol.com>
To: lindsey@mossattorneys.com <lindsey@mossattorneys.com>
Sent: Thu, Aug 12, 2021 1:13 pm
Subject: Loss of Income Due to Covid-19

Moss & Associate, Inc.
816 Elmwood Ave.
Columbia, South Carolina 29201

Dear Lindsey,

This email is a follow-up to my recent conversation with Jason Moss, PA. We discussed my case and loss of income due to Covid-19.

My duplex at 12051/2 Columbia College Dr serves as a source of income for me. The unit has been vacant during Covid-19, because of

my decision not to lease the unit due to the eviction moratorium.

The previous tenants were evicted March 06, 2020 for non-payment of rent as well as alleged illegal activities.

South Carolina was soon in a lock down thereby preventing me from actively showing the property. The monthly rent for that unit is 850.00.

There were significant repairs that I paid for out of pocket (receipts available). I continued to pay City of Columbia water bills that were drafted and the quarterly insurance premiums.

I am currently screening potential tenants.

I was not sure of the proper format for this information.

Please call me if you have any questions at 803-781-8542.

Thank you.

Angela T. Franks
Reply Reply All Forward



Exhibit 2

Fw: Follow-up to our Urgent Conversation

1 message

Mon, Nov 20, 2023 at 5:59 PM

Angela T. Franks <afell264@aol.com>
To: Copy Pickup Staff <copypickup@gmail.com>

----- Forwarded Message -----

From: Angela T. Franks <afell264@aol.com>
To: stanley@mossattorneys.com <stanley@mossattorneys.com>
Sent: Tuesday, November 16, 2021 at 03:01:44 PM EST
Subject: Follow-up to our Urgent Conversation

Dear Stanley,

Thank you very much for your assistance during our conversation.

As I explained that I received a foreclosure notice from Bank of New York. My request was to have the case continued to January 2022.

Since our conversation, the following crises have occurred:

1. Car repairs estimate for 2004 Honda Accord \$3800.00 Paid to date \$1600.00
 2. The water pipes under my personal residence burst and had to be repaired on 11/04/2021 and again on 11/11/2021. Cost of repairs \$434.00 + \$250.00
 3. Sometime during the week of 11/08-11/15 a theft occurred at the duplex and all of the copper plumbing pipes under the house were stolen. I discovered this a day before the scheduled housing inspection to secure approval for a Housing Authority tenant to rent the unit. The cost to replace the pipes is \$6400.00. I am reluctant to file an insurance claim because of pending claims.
 4. The stove and oven in the Cayce house needed to be replaced at a cost of \$685.00
 5. In August 2021 I notified Lindsay of my income issues because this was around the time that my water bill with the city was on alert. My request was for a moratorium on my monthly payments or reduce them temporarily.
- I didn't miss any Trustee payments prior to these issues. I was not able to afford at the time the loss mitigation fee, but when some of these issues are resolved, my payments will resume.

Thank you for your consideration and advice.

Yours Truly,

Angela T. Franks

From: Angela T. Franks <afell264@aol.com>

Sent: Friday, February 17, 2023 2:48:13 PM

To: Alli Corley

Cc: Lindsey Swann

Subject: Fwd: Covid-19 Relief Request Loan # 624615

-----Original Message-----

From: Angela T. Franks <afell264@aol.com>

To: stanley@mossattorneys.com <stanley@mossattorneys.com>

Sent: Tue, Dec 28, 2021 11:09 am

Subject: Fwd: Covid-19 Relief Request Loan # 624615

-----Original Message-----

From: Mike Perry <mike.perry@kondaur.com>

To: 'maddie@mossattorneys.com' <maddie@mossattorneys.com>

Cc: 'Angela T. Franks' <afell264@aol.com>

Sent: Fri, May 29, 2020 1:54 pm

Subject: RE: Covid-19 Relief Request Loan # 624615

Ms. Mason,

Your client, Ms. Angela Franks, has requested a deferment due to a covid -19 hardship. That request has been approved. See attached.

Mike Perry

Portfolio Manager

Kondaur Capital Corporation

333 S. Anita Dr. Suite 400

Orange, Ca. 92868

Direct 714-352-2068

E-fax line 714-464-4532

Mike.Perry@Kondaur.com

From: Angela T. Franks <afell264@aol.com>

Sent: Tuesday, May 26, 2020 12:37 PM

To: Mike Perry <mike.perry@kondaur.com>

Subject: Re: Covid-19 Relief Request

May 23, 2020

Mr. Mike Perry, Asset Manager Supervisor

Kondaur Capital Corporation

333 South Anita Drive Suite 400

Orange, CA 92868-3314

Kondaur Loan #0000624615

Property Address: 1205 Columbia College Drive

Columbia SC 29203

Certified USPS _7018 3090 0001 2353 8338

Dear Mr.Perry

Thank you for your assistance to me on May 21,2020. This letter is a follow-up to that conversation . I am requesting mortgage relief assistance for my rental property due to the Covid-19 Pandemic.

I am requesting payment relief and a reduction in my interest rate.

Here is an overview of my hardship situation.

My property is located in the 29203 zip code in the city of Columbia S.C. Per our State Health Dept. this zip code has the highest number of Covid-19 cases in the greater Columbia area. As a landlord, I have provided safe, decent and affordable housing to members of the local community. In the past,my tenants have been employed in jobs hardest hit by the,"the virus" . Many have worked in hospitality, food service,security and support services for non-profits and community based organizations. I evicted my last tenants March 2020. Our state has had a shelter in place order since about the last of March 2020. While the

for your immediate attention to my request.

Yours Truly,
Angela T. Franks

-----Original Message-----

From: Angela T. Franks <afell264@aol.com>
To: mike.perry <mike.perry@kondaur.com>
Sent: Tue, May 26, 2020 3:22 pm
Subject: Re: 1098 per your request
Thanks so much.

-----Original Message-----

From: Mike Perry <mike.perry@kondaur.com>
To: 'afell264@aol.com' <afell264@aol.com>
Sent: Thu, May 21, 2020 2:44 pm
Subject: 1098 per your request

Here you go

Mike Perry
Portfolio Manager
Kondaur Capital Corporation
333 S. Anita Dr. Suite 400
Orange, Ca. 92868
Direct 714-352-2068
E-fax line 714-464-4532
Mike.Perry@Kondaur.com

THIS COMMUNICATION IS FROM A DEBT COLLECTOR BUT DOES NOT IMPLY THAT KONDAUR CAPITAL CORPORATION IS ATTEMPTING TO COLLECT MONEY FROM ANYONE WHOSE DEBT HAS BEEN DISCHARGED PURSUANT TO (OR WHO IS UNDER THE PROTECTION OF) THE BANKRUPTCY LAWS OF THE UNITED STATES; IN SUCH INSTANCES, IT IS INTENDED SOLELY FOR INFORMATIONAL PURPOSES AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT. Kondaur Capital Corporation's regular office hours are from Monday through Friday; 8 am to 5 pm Pacific Time at the California location, and from 7:30 am to 6 pm Eastern Time at the Michigan location.

****CONFIDENTIAL****

This message and any files transmitted with it may contain information that is privileged, confidential, and exempt from disclosure under applicable law. They are intended solely for the use of the intended recipient. If you are not the intended recipient, distributing, copying, disclosing or reliance on the contents of this communication is strictly prohibited. If you have received this communication in error, please immediately return this communication to the sender and delete the original message and any copy in your possession.

Kondaur Capital Corporation attempts to sweep harmful content (e.g., viruses) from e-mail and attachments; however, we cannot guarantee their safety and can accept no liability for any resulting damage. The recipient is responsible for verifying the safety of this message and any attachments before accepting them.

NMLS #4328. Licensed by the Department of Business Oversight under the California Residential Mortgage Lending Act. Complete Licensing Information - [Click Here](#)

****CONFIDENTIAL****

This message and any files transmitted with it may contain information that is privileged, confidential, and exempt from disclosure under applicable law. They are intended solely for the use of the intended recipient. If you are not the intended recipient, distributing, copying, disclosing or reliance on the contents of this communication is strictly prohibited. If you have received this communication in error, please immediately return this communication to the sender and delete the original message and any copy in your possession.

Kondaur Capital Corporation attempts to sweep harmful content (e.g., viruses) from e-mail and attachments; however, we cannot guarantee their safety and can accept no liability for any resulting damage. The recipient is responsible for verifying the safety of this message and any attachments before accepting them.

R. 310

THIS COMMUNICATION IS FROM A DEBT COLLECTOR BUT DOES NOT IMPLY THAT KONDAUR CAPITAL CORPORATION IS ATTEMPTING TO COLLECT MONEY FROM ANYONE WHOSE DEBT HAS BEEN DISCHARGED PURSUANT TO (OR WHO IS UNDER THE PROTECTION OF) THE BANKRUPTCY LAWS OF THE

South Carolina Community Bank

Attn: Mr. Walter Taylor, Vice President

Loan Administration

1545 Sumter Street

Columbia, S.C. 29201

May 10, 2018

Certified Mail Number: 7017 3040 0000 7051

RE: Second Qualified Written Request, Original Error Correction, Debt Validation

Note: Follow-up to QWR submitted prior to transfer of servicing to Kondaur Capital Corp. and
Sale to Wilmington Savings Fund DBA Christiana Trust

Dear Mr. Taylor,

This is a follow-up to my request received by South Carolina Community Bank. My lawful request was received on July 21, 2017 by Ms. Vivian Drumwright (see enclosed USPS receipt).

This is my third request to the bank. While my loan has been sold transferred, to Wilmington Savings Fund Society, FSB, DBA Christiana Trust, my requests are lawful. The bank neither acknowledged nor responded to my lawful requests.

The requests were for a complete accounting of my loan as of the origination date of December 31, 2004. This requests conforms to Section 612 of Section 12 of RESPA (12 U.S. Code 2605 and the Fair Debt Collections Practices Act PL 11-203 Title X 124 Statute 2092 (U.S. Code 1692 807 Section (2 (A), Section 6 (RA) FDIC Insurance Act 12 U.S.C, 1818.

No documents were ever forwarded to me. I have a legal right to these documents.

My requests is for the following documents.

Original loan documents since the loan was originated December 30, 2004.

Documents that indicate the following:

All credits to my loan 12/31/04 – 09/2010

Principle and interest calculation 2004-2010

Principle balance reduction 2004-2010 and 2010-2017

Front and back of each check draft and debit notice issued for payment. 2004-2010

All documents that indicate a debit on my account and the date posted.

Specific postings of each interest payment

Documents that indicate how each payment was applied e.g. interest, principle and late charges.

Suspense Accounts

Any amounts that were credited to a suspense account

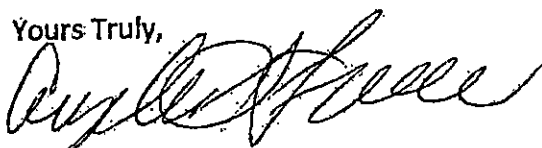
List any amounts that were placed in a suspense account from 2004-2010.

Late Fees

Please list any late fees assessed my account 2004-2010 ,2010-2017.

Please send copies of each of the documents. Thank you very much for your cooperation.

Yours Truly,



Angela T. Franks