

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS
Appeal No. 2024-000917

RECEIVED
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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 whom Angela T. Franks aka Angela Thomansina Franks is the Appellant.

Appeal from Richland County

Joseph M. Strickland, Master-in-Equity

Civil Action No. 2022-CP-40-02905

SECOND AMENDED RECORD ON APPEAL

Angela T. Franks, Appellant pro se

P.O. Box 983, Columbia, SC 29202

Telephone: (803) 466-3005

Signature: Angela T. Franks

THE STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

Appeal No. 2024-000917

SECOND AMENDED RECORD ON APPEAL

Caption continued - Counsel for Respondent

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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,

ORDER OF REFERENCE

Plaintiff,

(Non-Jury Foreclosure)

v.

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

Defendant(s).

Based upon the affidavit submitted by the Plaintiff's attorney, it appearing that no Defendant has Answered the Complaint; and it further appearing, pursuant to Rule 53(b) of the South Carolina Rules of Civil Procedure, that this is a proper matter to refer to the Honorable Joseph M. Strickland, as Master in Equity for Richland County;

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

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/Referred to Master or Special Referee

So Ordered

s/Jeanette W. McBride, by Virginia F. Belcher,
Chief Deputy Clerk of Court

Electronically signed on 2022-07-19 14:30:19 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,

ORDER OF STAY

Plaintiff,

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 September 6, 2022, case number 22-02406-dd.

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 2022-09-09 13:25:02 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,

ORDER TO RESTORE

v.

(Non-Jury Foreclosure)

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 September 9, 2022, due to the Defendant Angela T. Franks aka Angela Thomasina Franks filing bankruptcy on September 6, 2022, case number 22-02406-dd. The Plaintiff obtained relief from the bankruptcy case on February 6, 2023.

THEREFORE, IT IS HEREBY ORDERED that the above-captioned action shall be restored to the active case roster.

AND IT 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/Restore Case To Active Docket

It is so Ordered

s/Joseph M. Strickland, 3055

Electronically signed on 2023-05-18 12:16:46 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,

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,

ORDER TO RESTORE

v.

(Non-Jury Foreclosure)

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.



Richland Common Pleas

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

It is so Ordered

s/Joseph M. Strickland, 3055

Electronically signed on 2024-02-16 12:46:04 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,

**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), SCRCF. 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.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

AND IT IS SO ORDERED.

SIGNATURE PAGE TO FOLLOW.

FORM 4**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND****IN THE COURT OF COMMON PLEAS
JUDGMENT IN A CIVIL CASE
CASE NO. 2022-CP-40-02905**U.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

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-_____

SUMMONS

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

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

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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 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

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,

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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. *-Refinanced*

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.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

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

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- 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

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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

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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

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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.

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- 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

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

FILED
RICHLAND COUNTY
2024 MAY 14 AM 10:41
JEANETTE W. MCBRIDE
Clerk, S.C. & F.C.

**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.

4. Award the Defendant attorney fees, costs of suit, injunctive relief, or sanctions allowable under law,

5. Award Defendant any relief, in law or equity, to which the Defendant may be entitled.

A handwritten signature in black ink, appearing to read "Angela T. Franks", written over a horizontal line.

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

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,

MOTION FOR ORDER OF STAY

Plaintiff,

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 September 6, 2022, case number 22-02406-dd. A copy of the notice is incorporated herein and attached hereto as Exhibit "A."

I SO MOVE.

September 8, 2022

By: s/ J. Pamela Price

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 N. Taylor (SC Bar #80069) JTaylor@mtglaw.com
Kimila L. Wooten (SC Bar #64516) KWooten@mtglaw.com
3550 Engineering Drive, Suite 260
Peachtree Corners, GA 30092
Telephone: (404) 474-7149
Facsimile: (404) 745-8121
Attorneys for Plaintiff

Information to identify the case:			
Debtor 1	Angela T. Franks		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse, if filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court	District of South Carolina		
Case number:	22-02406-dd		
	Last 4 digits of Social Security number or ITIN		
	EIN		
	Last 4 digits of Social Security number or ITIN		
	EIN		
	Date case filed for chapter 13 9/6/22		

Official Form 309I

Notice of Chapter 13 Bankruptcy Case

10/20

For the debtors listed above, a case has been filed under chapter 13 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtors, the debtors' property, and certain codebtors. For example, while the stay is in effect, creditors cannot sue, garnish wages, assert a deficiency, repossess property, or otherwise try to collect from the debtors. Creditors cannot demand repayment from debtors by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although debtors can ask the court to extend or impose a stay.

Confirmation of a chapter 13 plan may result in a discharge. Creditors who assert that the debtors are not entitled to a discharge under 11 U.S.C. § 1328(f) must file a motion objecting to discharge in the bankruptcy clerk's office within the deadline specified in this notice. Creditors who want to have their debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office by the same deadline. (See line 13 below for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at <https://pacer.uscourts.gov>).

The staff of the bankruptcy clerk's office cannot give legal advice.

To help creditors correctly identify debtors, debtors submit full Social Security or Individual Taxpayer Identification Numbers, which may appear on a version of this notice. However, the full numbers must not appear on any document filed with the court.

Do not file this notice with any proof of claim or other filing in the case. Do not include more than the last four digits of a Social Security or Individual Taxpayer Identification Number in any document, including attachments, that you file with the court.

	About Debtor 1:	About Debtor 2:
1. Debtor's full name	Angela T. Franks	
2. All other names used in the last 8 years	aka Angela Thomasina Franks, aka Angela Franks	
3. Address	464 Annondale Road Columbia, SC 29212	
4. Debtor's attorney Name and address	Jason T. Moss Moss & Associates, Attorneys, P.A. 816 Elmwood Avenue Columbia, SC 29201	Contact phone (803)933-0202 Email Lindsey@mossattorneys.com
5. Bankruptcy trustee Name and address	Pamela Simmons-Beasley 250 Berryhill Road Suite 402 Columbia, SC 29210	Contact phone 803-779-5180 Email ecf@ch13trustee.net
6. Bankruptcy clerk's office Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at https://pacer.uscourts.gov .	J. Bratton Davis United States Bankruptcy Courthouse 1100 Laurel Street Columbia, SC 29201-2423	Hours open 9:00 am - 5:00 pm Contact phone 803-765-5436 Date: 9/6/22
7. Meeting of creditors Debtors must attend the meeting to be questioned under oath. In a joint case, both spouses must attend. Creditors may attend, but are not required to do so.	October 17, 2022 at 11:00 AM The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket. *** Valid photo identification required ***	Location: Telephonic. Call in number found at, www.scb.uscourts.gov/pdf/TeleMOC.pdf

For more information, see page 2

Debtor Angela T. Franks

Case number 22-02406-dd

8. Deadlines	Deadline to file a complaint to challenge dischargeability of certain debts: You must file:	Filing deadline: 12/16/22
The bankruptcy clerk's office must receive these documents and any required filing fee by the following deadlines.	<ul style="list-style-type: none"> a motion if you assert that the debtors are not entitled to receive a discharge under 11 U.S.C. § 1328(f) or a complaint if you want to have a particular debt excepted from discharge under 11 U.S.C. § 523(a)(2) or (4). 	
	Deadline for all creditors to file a proof of claim (except governmental units):	Filing deadline: 11/15/22
	Deadline for governmental units to file a proof of claim:	Filing deadline: 3/6/23
<p>Deadlines for filing proof of claim: A Proof of Claim is a signed statement describing a creditor's claim. A proof of claim form may be obtained at www.uscourts.gov or any bankruptcy clerk's office. If you do not file a proof of claim by the deadline, you might not be paid on your claim. To be paid, you must file a proof of claim even if your claim is listed in the schedules that the debtor filed.</p> <p>Secured creditors retain rights in their collateral regardless of whether that creditor files a Proof of Claim.</p> <p>Filing a proof of claim submits the creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a proof of claim may surrender important nonmonetary rights, including the right to a jury trial.</p> <p>You may electronically file claims at http://www.scb.uscourts.gov/electronic-filing-claims.</p>		
	Deadline to object to exemptions: The law permits debtors to keep certain property as exempt. If you believe that the law does not authorize an exemption claimed, you may file an objection.	Filing deadline: 30 days after the conclusion of the meeting of creditors
9. Hearing on Confirmation	<p>The confirmation hearing will be held on: 11/21/22 at 10:00 AM, Location: J. Bratton Davis United States, Bankruptcy Courthouse, 1100 Laurel Street, Columbia, SC 29201-2423. A copy of the plan will be sent separately by the debtor. This hearing may be continued or rescheduled as necessary and due notice will be given.</p> <p>Any objection to confirmation of the chapter 13 plan must be filed and served at least seven days prior to the confirmation hearing. Objections to the confirmation may be overruled if the objecting creditor fails to appear and prosecute the objection. If no objection is timely filed, the plan may be confirmed on recommendation of the trustee. The debtor(s) is/are required to appear at the confirmation hearing unless excused by order of the Court or Chambers Guidelines.</p>	
10. Creditors with a foreign address	If you are a creditor receiving a notice mailed to a foreign address, you may file a motion asking the court to extend the deadline in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.	
11. Filing a chapter 13 bankruptcy case	Chapter 13 allows an individual with regular income and debts below a specified amount to adjust debts according to a plan. A plan is not effective unless the court confirms it. You may object to confirmation of the plan and appear at the confirmation hearing. A copy of the plan will be sent to you later and the confirmation hearing will be held on the date shown in line 9 of this notice. The debtor will remain in possession of the property and may continue to operate the business, if any, unless the court orders otherwise.	
12. Exempt property	The law allows debtors to keep certain property as exempt. Fully exempt property will not be sold and distributed to creditors, even if the case is converted to chapter 7. Debtors must file a list of property claimed as exempt. You may inspect that list at the bankruptcy clerk's office or online at https://pacer.uscourts.gov . If you believe that the law does not authorize an exemption that debtors claimed, you may file an objection by the deadline.	
13. Discharge of debts	Confirmation of a chapter 13 plan may result in a discharge of debts, which may include all or part of a debt. However, unless the court orders otherwise, the debts will not be discharged until all payments under the plan are made. A discharge means that creditors may never try to collect the debt from the debtors personally except as provided in the plan. If you want to have a particular debt excepted from discharge under 11 U.S.C. § 523(a)(2) or (4), you must file a complaint and pay the filing fee in the bankruptcy clerk's office by the deadline. If you believe that the debtors are not entitled to a discharge of any of their debts under 11 U.S.C. § 1328(f), you must file a motion by the deadline. The bankruptcy clerk's office must receive the objection by the deadline to object to exemptions in line 8.	
14. Dismissal Notice	This case may be converted or dismissed at the confirmation hearing for a failure to: file a confirmable chapter 13 plan, pay the applicable filing fee, file or provide documents, attend the meeting of creditors, or timely make payments due under a chapter 13 plan as required by the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules of this Court, or the applicable judge's Chambers Guidelines.	
15. Miscellaneous Notice	The Voice Case Information System (VCIS) will give status information on cases filed or converted after 11/30/88. Call 1-866-222-8029. Please refer to the Court's website at www.scb.uscourts.gov for further information.	
16. Options to Receive Notices Served by the Clerk by Email Instead of by U.S. Mail	(1) Anyone can register for the Electronic Bankruptcy Noticing program at bankruptcyntices.uscourts.gov OR (2) Debtors can register for electronic notice by filing local form 'Debtor's Electronic Noticing Request (DeBN)' with the Clerk of Court. Both options are FREE and allow the clerk to quickly send you court-issued notices and orders by email. See Local Rule 9036-1.	

ELECTRONICALLY FILED - 2022 Sep 08 10:38 AM - RICHLAND - COMMON PLEAS - CASE#2022CP4002905

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,
Defendants.

The Plaintiff motions the Court to request that the above-captioned foreclosure action be restored to the active docket of pending cases.

This case was stricken from the active roster by an Order of Stay filed on September 9, 2022, due to the Defendant Angela T. Franks aka Angela Thomasina Franks filing bankruptcy on September 6, 2022, case number 22-02406-dd. The Plaintiff obtained relief from the bankruptcy case on February 6, 2023. A copy of the Order Re: Relief From Stay is incorporated herein and attached hereto as Exhibit "A."

I SO MOVE:

May 5, 2023

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,

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.

July12, 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,

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

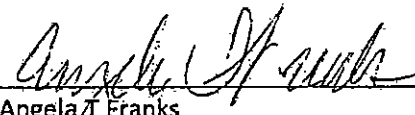
By: s/ J. Pamela Price
McMichael Taylor Gray, LLC
J. Pamela Price (SC Bar #14336), pprice@mtglaw.com
Brian L. Campbell (SC Bar #74521), bcampbell@mtglaw.com
January N. Taylor (SC Bar #80069), jtaylor@mtglaw.com
Steven Hippolyte (SC Bar #105093), shippolyte@mtglaw.com
Taylor N. Way (SC Bar #105923), tway@mtglaw.com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

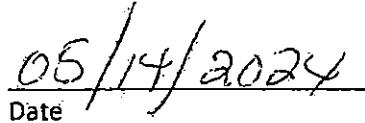
STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEA
COUNTY OF RICHLAND	)	
	)	
U.S. Bank Trust National Association,	)	CASE NO: 2022-CP-40-02905
Trustee of the Tiki Series IV Trust,	)	
	)	
PLAINTIFF	)	MOTION TO DISMISS
	)	
	)	
Angela T Franks ET AL	)	
	)	
	)	
DEFENDANT	)	

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


 Date

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).

sc2022-00216

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

LIS PENDENS

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

SC2022-00216

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

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), SCRCP).

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
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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,

**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
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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) 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

John Michael Adams
Notary Public of SOUTH CAROLINA

My Commission Expires: 11.06.30

Angela T. Adams
ANGELA ADAMS, Deponent
Carolina Civil Process Service

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

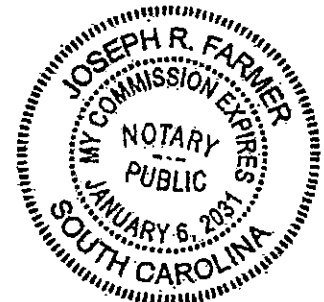
Attorneys for Plaintiff

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



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

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Telephone: (404) 474-7149

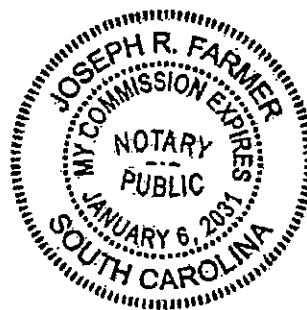
Facsimile: (404) 745-8121

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,

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



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.

YOU ARE INVITED TO ATTEND.

March 23, 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
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

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

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



SC2022-00216

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

)

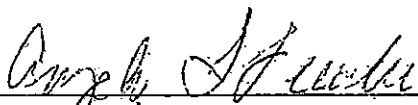
)

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.

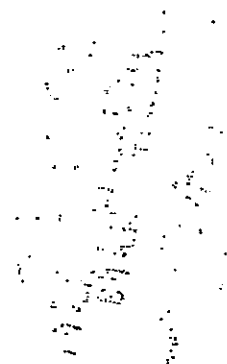
Attention J Pamela Price and January N Taylor, Please be advised that this is a
Timely request for a certified payoff as a qualified written request in the above matter,
Defendant has made this request on four other occasions.



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 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

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 Franks 08/16/2010
ANGELA T. FRANKS Date

Its _____
By X _____
Its _____ Date

By X _____
Its _____ Date

By X _____
Its _____ Date



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



S C Community Bank

Name: Miya Littlejohn

Title: CFO/Acting President

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:

Name: Deborah M Dawson

Witness 2: Rendella B. Robinson

Name: Rendella B. Robinson

Dated this 19 day of June 2017:

Signature

Typed Name

State of South Carolina)

County of Richland)

Subscribed and sworn to (or affirmed) before me on this 19 day of June, 2017, by Walter G. Taylor, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

Signature Randelle B. Robinson

(Seal)

My Commission expires: August 26 2019



COMMERCIAL PROMISSORY NOTE

ADDRESS OF BORROWER (City, State, & Zip)

ANGELA T FRANKS

464 ANNONDALE RD

COLUMBIA SC 29212

NAME OF LENDER (City, State, & Zip)

SAC COMMUNITY BANK
1545 SUMTER STREET
COLUMBIA, SC 29201

NOTE NUMBER	TRANSACTION DATE	MATURITY DATE	DISC	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 set 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.

PRINCIPAL AMOUNT

\$56,224.78

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:
 FRC (<\$5MM AS PUBLISHED BY THE FEDERAL HOME LOAN BANK OF ATLANTA)

Initial Variable Rate Interest Rate	Prime or Variable Index Rate	Minimum Interest Rate	Maximum Interest Rate	Interest Rate Changes Not Over
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 continuing 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 circumstance 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

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 the 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 *Angela T. Franks* 10/17/2014 By _____
ANGELA T. FRANKS Date Date
Its Its
By _____ By _____
Date Date
Its Its

Please return recorded document to:

Kondaur Capital Corporation
333 South Anita Drive, Suite 400
Orange, CA 92868
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.

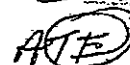
- A. Lender desires to clarify the terms of the Modified Note, to make the terms more payable and manageable for Borrower.
- B. As of April 17, 2019, Borrower will be eighteen (18) monthly installments in arrears ("Missed Payments"), and Borrower has also incurred other charges.
- C. As a condition precedent 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 for 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 | \$46,410.98 |
| (ii) Accrued interest (other than Deferred Amounts) | \$3,446.79 |
| (iii) Unreimbursed advances (other than Deferred Amounts) | \$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

Page | 2

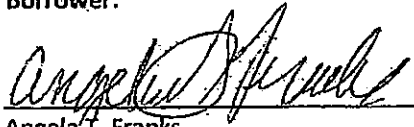
payments that Borrower is obligated to make under the Security Instrument. Borrower understands that the monthly payment consists solely of principal and interest, and that, unless Lender, or its assignee, later imposes an escrow account (which Borrower agrees it is entitled to do), Borrower shall timely 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:


Angela Franks Date: 04/11/2019

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

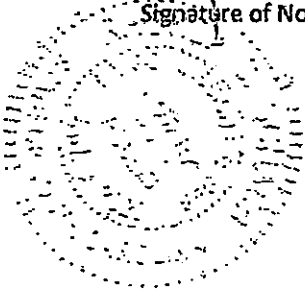
On Apr 11 2009 before me, Rhonda S. Schaub Notary Public, personally appeared
(insert Notary's name)

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

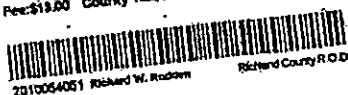
On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), 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

Book 1625-3444
2010054051 08/18/2010 145225960
Rec: \$19.00 County Tax: \$0.00 State Tax: \$0.00



COMMERCIAL REAL ESTATE MORTGAGE

This Commercial Real Estate Mortgage (Security Instrument) is made on **AUGUST 16, 2010**
by **ANGELA T FRANKS**

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 easements, 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, guaranties, 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 the 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 initiaing, I acknowledge this is page 1 of 4 of the
Commercial Real Estate Mortgage.

	_____ Initials	_____ Initials	_____ Initials
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T234 31752, 1 (07/01) (7771) Page 1 of 3

Compliance Systems, Inc.
855-886-6572 / 1-816-064-1686

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 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 initiaing, I acknowledge this is page 2 of 6 of the
Commercial Real Estate Mortgage.

ATE
Initials

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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 Lender 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 in massa. 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 initiaing, I acknowledge this is page 3 of 8 of the
Commercial Real Estate Mortgage.

ATP
Initial

Initial

Initial

Initial

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JTM 011023 07034 07791 Page 3 of 8

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800-998-8572 Fax 610-456-1808

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 affect 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 notice.

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 attorneys' fees and disbursements.

By initiating, I acknowledge this is page 4 of 8 of the
Commercial Real Estate Mortgage.

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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 of 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 similar 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 Handwritten signature
Handwritten signature

X Handwritten signature 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
the within named Borrower sign, seal, and as her act and deed, deliver the within written instrument; and that he with
Hugh M. Cooper and made oath that he saw
witnessed the execution thereof.

Swore before me this 16th day of August, 2010

Notary Public for South Carolina

(Seal)

Handwritten signature: Daniel H. Atkins

My commission expires: 1-23-2012

STATE OF SOUTH CAROLINA

ss;

I may concern that Mrs.

, a Notary Public, do hereby certify unto all whom it
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

, 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 signing, I acknowledge this is page 8 of 8 of the
Commercial Real Estate Mortgage.

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ITEM 21102 (8/03) (777) Page 8 of 8

Compliance Systems, Inc.
402-888-8822 Fax 816-066-1883

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.

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 11/26/10 (02/26/11) 03302 Page 1 of 5

Compliance Systems, Inc.
 800 828-8522 Fax 818-958-1858

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.

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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 effect 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 initialing, I acknowledge this is page 3 of 5
of the Assignment of Leases and Rents.

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ITEM 1008AL3 (0302) Page 3 of 5

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Compliance Systems, Inc.
800-683-8922 Fax 818-892-1903

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, denising 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. **Parenthetical 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 R. 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 26, 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.

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 ITEM 1028435 12/30/21 Page 5 of 5

Compliance System, Inc.
 800-658-3522 Fax 018-658-1828

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

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
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: Brenda 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 "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 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: 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: [Signature]
Hanh Nguyen, Collateral Manager

Witness #1: [Signature]
Print Name: Mayra Vargas

Witness #2: [Signature]
Print Name: Lorenzo Martin

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

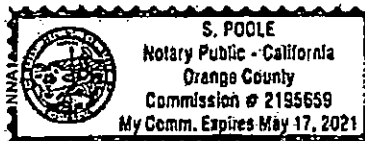
On April 7, 2020 before me, S. Poole, a Notary Public personally appeared Hanh Nguyen who proved to me on the basis of satisfactory evidence to be the person(s) who name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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] (Notary Seal)
Signature of Notary Public

Witness: [Signature] Mayra Vargas



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

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

SCD-AM-STD 5/4/2021 SITUS-INT

Book 2633-2013

2021040637 6/23/2021 15:07:46:247 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

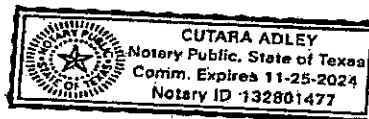
This instrument was acknowledged before me this MAY 04 2021, 2021 by Audrey B Trumble, Assistant Vice President of CORELOGIC SOLUTIONS, LLC AS ATTORNEY IN FACT FOR MTGLQ INVESTORS, L.P., on behalf of the corporation/entity.

Signature of Notary

Notary Public, State of TX

Printed Name of Notary CUTARA ADLEY

My Commission Expires: 11/25/2024



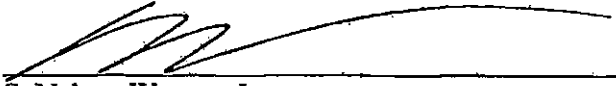
Page 1 of 1

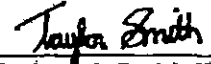


CLP

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND South Carolina Community Bank, <div style="text-align: right;">Plaintiff,</div> <div style="text-align: center;">v.</div> Angela T. Franks, CMS Roofing, LLC and Department of the Treasury – Internal Revenue Service, <div style="text-align: right;">Defendants.</div>	IN THE COURT OF COMMON PLEAS C.A. No.: 2017-CP-40-03489 <div style="text-align: center;">2017CP4000761</div> <div style="text-align: center;"> CONSENT STIPULATION OF DISMISSAL OF COMPLAINT AND COUNTERCLAIMS AND CANCELLATION OF LIS PENDENS </div>
--	--

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. & C.S.

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. 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 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

2010049454 01/20/2010 14 34 26 707

Fee: \$10.00 County Tax: \$0.00

Deed of Distribution

State Tax: \$0.00

2010049454 Richard W. Rodden

Richard Carr, ROD

FILED

AUG 10 2012

Page 1 of 2

COUNTY 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, 2014.

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: Americia A. Corbett

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF LEXINGTON

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 Americia A. Corbett witnessed the execution thereof.

SWORN to before me this 26th day of July, 2014.

Robert D. Hazel
Witness

Americia A. Corbett
Notary Public for the State of South Carolina
My Commission Expires: 5/3/18

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 Richland 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

RICHLAND COUNTY
CLERK
2024 AUG -1 PM 3:20
JENNIFER L. WILSON
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

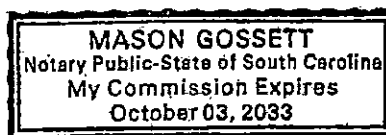
Ms. Tammy Holmes

Ms. Cordelia Coath.

State of South Carolina
County of Richland

On this 1 day of August, 2024, before me personally appeared Angela Franks, 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 Franks
Document Holder's Signature



A

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.

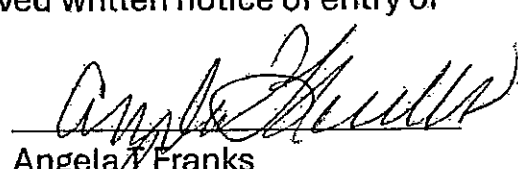
Angela T Franks,

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 No. 2024-000917

RECEIVED

SEP 16 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 whom Angela T. Franks aka Angela Thomansina Franks is the Appellant.

CERTIFICATE OF SERVICE

I, Angela T. Franks, Appellant, proceeding pro se, certify that on Sept 16, 2026, I served a true and correct copy of Appellant's Second Amended Record on Appeal upon Respondent, through the counsel of record listed below, by depositing copies in the United States Mail, with sufficient first-class postage prepaid, addressed to their last known addresses as follows:

Brian Lawrence Campbell
2840 S. College Road, Suite 451
Wilmington, NC 28412

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

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

CERTIFICATE OF SERVICE (continued)

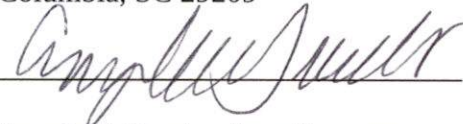
January N. Taylor
3550 Engineering Drive, Suite 260
Peachtree Corners, GA 30092

Taylor Nicole Way
13010 Morris Road, Suite 450
Alpharetta, GA 30004

Kimila Lynn Wooten
325 W. McBee Avenue, Suite 301
Greenville, SC 29601

Meredith L. Coker
P.O. Box 176
Charleston, SC 29402

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


Angela T. Franks, Appellant pro se
P.O. Box 983
Columbia, SC 29202
Telephone: (803) 466-3005

RECEIVED

SEP 16 2026

SC Court of Appeals