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Sep 30 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Joseph M. Strickland, Master-in-Equity

Appellate Case No. 2024-000917

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

v.

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

RESPONDENT'S MOTION FOR APPELLANT TO AMEND THE RECORD ON APPEAL

Dean A. Hayes
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4500 Fort Jackson Blvd., Ste. 335
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Phone: (803) 724-5000
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Attorney for Respondent

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

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

PROCEDURAL HISTORY IN THE COURT OF APPEALS

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

Bank again moved to dismiss Franks's appeal for failing to comply with the requirements for filing an initial brief and designation of matter. By an order filed on November 3, 2025, the Court of Appeals issued an order denying U.S. Bank's motion to dismiss the appeal but striking Franks's designation of matter, with the order noting that the record on appeal should not include matter that was not presented to the lower court.

On December 22, 2025, Franks filed her amended designation of matter. On January 21, 2026, U.S. Bank filed its initial brief, and on January 22, 2026, U.S. Bank filed its designation of matter. On February 13, 2026, Franks filed her initial reply brief. On April 24, 2026, Franks filed a record on appeal that consisted of 312 pages. On May 13, 2026, Franks filed her final brief. On May 13, 2026, the Court of Appeals issued an order regarding a deficiency with the cover of the record on appeal and requested that Franks correct the deficiency. On May 29, 2026, the Court of Appeals issued an order to U.S. Bank regarding U.S. Bank's overdue final brief and required U.S. Bank to respond within ten days.

On June 8, 2026, U.S. Bank filed a motion to strike Franks' final brief on the grounds that the final brief filed by Franks May 13, 2026, did not comply with Rule 211(b), SCACR, because Franks's final brief was not identical to the amended initial brief that Franks submitted on July 1, 2025, except for the references to the record and the correction of typographical errors. In its filing on June 8, 2026, U.S. Bank also noted the many ways that Franks' record on appeal did not comply with the South Carolina Appellate Court Rules. On July 2, 2026, the Court of Appeals issued an order granting U.S. Bank's motion to strike Franks' final brief and also striking the record on appeal filed by Franks. The July 2, 2026, Court of Appeals' order required Franks to submit her final brief, final reply brief, and the second amended record on appeal within ten days of the date of the order. Franks filed her amended final brief on July 13, 2016. After Franks failed to timely

file her second amended record on appeal, U.S. Bank, on July 22, 2026, filed a motion to dismiss. On September 10, 2026, the Court of Appeals issued an order denying U.S. Bank's motion to dismiss and ordering Franks to file her second amended record on appeal within five days. On September 16, 2026, Franks filed her second amended record on appeal.

U.S. BANK'S MOTION FOR FRANKS TO AMEND THE RECORD ON APPEAL

In the second amended record on appeal submitted by Franks, she has failed to include the notice of hearing for the May 14, 2024, hearing and the affidavit of attorney's fees and costs submitted for the May 14, 2024, hearing. These documents were set forth as documents 26 and 27 of U.S. Bank's designation of matter, and a copy of each of these documents is attached. U.S. Bank moves that Franks amend the record on appeal to include these documents.

In the second amended record on appeal, Franks also included copies of unfiled exhibits. Rule 210(c), SCACR, provides that the record on appeal shall not include matter not presented to the trial court. U.S. Bank moves that the second amended record on appeal be amended to include a copy of the following *filed* exhibits: (a) commercial promissory note (listed as document 25 on U.S. Bank's designation of matter), (b) commercial real estate mortgage (listed as document 24 on U.S. Bank's designation of matter); (c) assignments of mortgage (listed as document 23 on U.S. Bank's designation of matter); and (d) assignments of leases and rents (listed as document 21 on U.S. Bank's designation of matter). A copy of each of these documents is attached.

Respectfully submitted,

/s/ Dean A. Hayes

Dean A. Hayes, S.C. Bar #66066
McCabe, Trotter & Beverly, P.C.
4500 Fort Jackson Boulevard, Suite 335
Columbia, SC 29209
Phone: 803-724-5000
Email: dean.hayes@mccabetrotter.com
Attorney for Respondent

September 30, 2026

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

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 May 14, 2024, the Plaintiff has incurred costs of collection, to include title search, filing fees and other Court fees, in the amount of \$1,343.01 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 May 14, 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.

May 8th, 2024

By: *J. 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

Sworn to and subscribed before me this
8th day of May 2024

Joseph R Farmer

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



Book 1625-3451

2010054052 08/18/2010 14:52:26.047

Fee: \$11.00 County Tax: \$0.00

Asgmt Lease Rent Profit

State Tax: \$0.00



2010054052 Richard W. Rodden

Richland County R.O.D.

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ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment"), is given on 8/16/10
by ANGELA T FRANKS whose address is
1205 COLUMBIA COLLEGE DRIVE, COLUMBIA, SC 29203
("Owner") to S C COMMUNITY BANK which is
organized and existing under the laws of SOUTH CAROLINA, and
whose address is 1545 SUMTER STREET, COLUMBIA, SC 29201
("Lender").

The Lender is, or is about to become, the holder of the following mortgage, security deed, or deed of trust dated 8/16/10 in the amount of
Fifty six thousand six hundred & no/100
Dollars (U.S. \$56,600.00) ("security instrument") executed by Owner covering the following described property located in RICHLAND County, SOUTH CAROLINA :
SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

which currently has the address of 1205 COLUMBIA COLLEGE DR
(Street)
COLUMBIA, SOUTH CAROLINA 29203 ("Mortgaged Property");
(City) (State) (Zip Code)

which security instrument secures a note or notes in the principal sum of
Fifty six thousand six hundred & no/100
Dollars (U.S. \$ 56,600.00), 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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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 affect any rights of Lender under the lease(s) referred to herein if Lender should become the owner of the Mortgaged Property after the expiration of any redemption period in connection with any foreclosure proceedings.

6. Subsequent Leases. Owner agrees to promptly inform Lender of, and to promptly transfer, assign and deliver to the Lender, any subsequent lease(s) of the Mortgaged Property or any part thereof, and to make, execute and deliver to the Lender, upon demand, any and all documents, agreements and instruments as may, in Lender's opinion, be necessary to protect the Lender's rights under this Assignment. Owner's failure to comply with its agreements herein made shall not impair Lender's rights hereunder with respect to any such subsequent lease(s), nor shall such failure in any way affect the applicability of this Assignment to such lease(s) and the rentals receivable thereunder.

7. Protection of Lender's Rights and Interests; No Waiver; Default. Owner further agrees to perform and discharge each and every obligation, covenant, and agreement required to be performed by the Landlord under the lease(s) referred to herein, and should Owner fail so to do, the Lender, without obligation to do so and without releasing Owner from any such obligation, may make or do the same in such manner and to such extent as the Lender deems necessary to protect its rights and interests under this Assignment. Nothing in this Assignment shall be construed to require the Lender to perform any of the terms and provisions contained in the lease(s), or otherwise to impose any obligation or liability upon the Lender. Neither the performance or the nonperformance by the Lender of Owner's obligations shall be deemed a waiver of any default by the Owner under the security instrument, this Assignment or under the note(s). Owner agrees to indemnify and hold harmless Lender from all liability, loss, or damage which may be incurred under the lease(s) or by reason of this Assignment. If Lender incurs any expenses due to performing Owner's obligations under the lease(s) and Assignment, or incurs damages, attorney fees or costs due to claims or demands under the lease(s) and Assignment, such amounts shall be payable on demand by Owner to Lender.

Any default by Owner in the performance of any of the obligations in this Assignment shall be a default under the terms of the said security instrument, entitling Lender to exercise all rights and remedies provided by the security instrument, this Assignment, and under the note(s).

8. Lessee Payments to Lender. Owner irrevocably consents and agrees that any lessee(s) under any of the lease(s) referred to herein shall, upon demand and notice from Lender of Owner's default under said note, security instrument, or this Assignment, pay all rents, income, and profits under said lease(s) to Lender, without any obligation upon any such lessee(s) to determine the actual existence of any default by Owner.

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


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9. Lender Assignment of Lease. Owner agrees that Lender shall have the right to assign Owner's right, title and interest in the lease(s) referred to herein to any subsequent holder of the security instrument or note and to assign the same to any person acquiring title to the Mortgaged Property through foreclosure.

10. Scope of Assignment of Leases and Rents. This Assignment extends to and includes every lease or rental agreement, whether written or unwritten, now existing or hereafter entered into, demising any part of the Mortgaged Property. Wherever used herein, the term "lease" or "leases" includes all such rental agreements. If no specific lease is described above, then this Assignment shall be a general assignment of all leases and rental agreements concerning the Mortgaged Property.

11. Lender's Rights and Remedies. The rights and remedies of the Lender under this Assignment are cumulative, and are not in lieu of, but are in addition to all other rights and remedies which Lender has under the note, security instrument, loan agreement and any related documents.

12. Successors and Assigns. All covenants and agreements contained in this Assignment shall apply to and bind the grantees, heirs, personal representatives, successors, and assigns of the respective parties.

13. Entire Agreement; Modifications; Severability. This Assignment shall constitute the entire agreement between Lender and Owner. Any modification of this Assignment shall be binding only if placed in writing and signed by the Lender and Owner. The invalidity of any provision of this Assignment shall not affect the validity of any other provision.

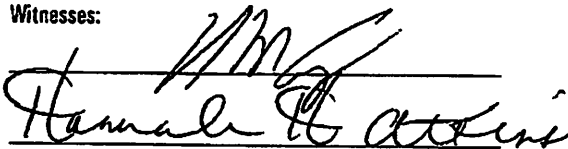
14. Paragraph Headings. The titles to the paragraphs of this Assignment are solely for the convenience of the parties and shall not be used to interpret this Assignment.

15. Governing Law. This Assignment shall be interpreted, and the rights of the parties determined, under the laws of the state of SOUTH CAROLINA

16. Additional Provisions.

IN WITNESS WHEREOF, this Assignment has been executed by the Owner on the day and year first above written.

Witnesses:


Hannah G. Atkins


ANGELA T. FRANKS Borrower

Borrower

Borrower

Borrower

INDIVIDUAL ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)

COUNTY OF) ss

Richland

The foregoing instrument was acknowledged before me on

August 16, 2010

, by

Angela T. Franks

My commission expires:

(Official Seal)

1-23-2012

Notary Public

BUSINESS ENTITY ACKNOWLEDGMENT

STATE OF)

COUNTY OF) ss

The foregoing instrument was acknowledged before me on

, by

of

, a
on behalf of the

My commission expires:

(Official Seal)

Notary Public

BUSINESS ENTITY ACKNOWLEDGMENT

STATE OF)

COUNTY OF) ss

The foregoing instrument was acknowledged before me on

, by

of
, a
on behalf of the

My commission expires:

(Official Seal)

Notary Public

This Instrument Prepared By:
S C COMMUNITY BANK
PO BOX 425
COLUMBIA, SC 29202

After Recording Return To:
S C COMMUNITY BANK
PO BOX 425
COLUMBIA, SC 29202

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

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Loan Number:

Angela T. Franks

1205 and 1205 1/2 Columbia College Drive
Columbia, SC 29203

EXHIBIT "A"

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

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

Richland County Tax Map Number: 09216-07-13



Book 2001-1219

2015005339 01/26/2015 12:48:26:520

Asgmt Lease Rent Profit

Fee:\$11.00 County Tax: \$0.00

State Tax: \$0.00



2015005339 John T. Hopkins II

Richland County R.O.D.

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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.

COLUMBIA, SOUTH CAROLINA 29203 ("Mortgaged Property");
(City) (State) (Zip Code)

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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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 affect any rights of Lender under the lease(s) referred to herein if Lender should become the owner of the Mortgaged Property after the expiration of any redemption period in connection with any foreclosure proceedings.

6. Subsequent Leases. Owner agrees to promptly inform Lender of, and to promptly transfer, assign and deliver to the Lender, any subsequent lease(s) of the Mortgaged Property or any part thereof, and to make, execute and deliver to the Lender, upon demand, any and all documents, agreements and instruments as may, in Lender's opinion, be necessary to protect the Lender's rights under this Assignment. Owner's failure to comply with its agreements herein made shall not impair Lender's rights hereunder with respect to any such subsequent lease(s), nor shall such failure in any way affect the applicability of this Assignment to such lease(s) and the rentals receivable thereunder.

7. Protection of Lender's Rights and Interests; No Waiver; Default. Owner further agrees to perform and discharge each and every obligation, covenant, and agreement required to be performed by the Landlord under the lease(s) referred to herein, and should Owner fail so to do, the Lender, without obligation to do so and without releasing Owner from any such obligation, may make or do the same in such manner and to such extent as the Lender deems necessary to protect its rights and interests under this Assignment. Nothing in this Assignment shall be construed to require the Lender to perform any of the terms and provisions contained in the lease(s), or otherwise to impose any obligation or liability upon the Lender. Neither the performance or the nonperformance by the Lender of Owner's obligations shall be deemed a waiver of any default by the Owner under the security instrument, this Assignment or under the note(s). Owner agrees to indemnify and hold harmless Lender from all liability, loss, or damage which may be incurred under the lease(s) or by reason of this Assignment. If Lender incurs any expenses due to performing Owner's obligations under the lease(s) and Assignment, or incurs damages, attorney fees or costs due to claims or demands under the lease(s) and Assignment, such amounts shall be payable on demand by Owner to Lender.

Any default by Owner in the performance of any of the obligations in this Assignment shall be a default under the terms of the said security instrument, entitling Lender to exercise all rights and remedies provided by the security instrument, this Assignment, and under the note(s).

8. Lessee Payments to Lender. Owner irrevocably consents and agrees that any lessee(s) under any of the lease(s) referred to herein shall, upon demand and notice from Lender of Owner's default under said note, security instrument, or this Assignment, pay all rents, income, and profits under said lease(s) to Lender, without any obligation upon any such lessee(s) to determine the actual existence of any default by Owner.

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


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9. **Lender Assignment of Lease.** Owner agrees that Lender shall have the right to assign Owner's right, title and interest in the lease(s) referred to herein to any subsequent holder of the security instrument or note and to assign the same to any person acquiring title to the Mortgaged Property through foreclosure.

10. **Scope of Assignment of Leases and Rents.** This Assignment extends to and includes every lease or rental agreement, whether written or unwritten, now existing or hereafter entered into, demising any part of the Mortgaged Property. Wherever used herein, the term "lease" or "leases" includes all such rental agreements. If no specific lease is described above, then this Assignment shall be a general assignment of all leases and rental agreements concerning the Mortgaged Property.

11. **Lender's Rights and Remedies.** The rights and remedies of the Lender under this Assignment are cumulative, and are not in lieu of, but are in addition to all other rights and remedies which Lender has under the note, security instrument, loan agreement and any related documents.

12. **Successors and Assigns.** All covenants and agreements contained in this Assignment shall apply to and bind the grantees, heirs, personal representatives, successors, and assigns of the respective parties.

13. **Entire Agreement; Modifications; Severability.** This Assignment shall constitute the entire agreement between Lender and Owner. Any modification of this Assignment shall be binding only if placed in writing and signed by the Lender and Owner. The invalidity of any provision of this Assignment shall not affect the validity of any other provision.

14. **Paragraph Headings.** The titles to the paragraphs of this Assignment are solely for the convenience of the parties and shall not be used to interpret this Assignment.

15. **Governing Law.** This Assignment shall be interpreted, and the rights of the parties determined, under the laws of the state of SOUTH CAROLINA

16. **Additional Provisions.**

IN WITNESS WHEREOF, this Assignment has been executed by the Owner on the day and year first above written.

Witnesses:

Lucille B. Polysen
Kimberly Ragin

ANGELA T. FRANKS

Borrower

Borrower

Borrower

Borrower

INDIVIDUAL ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

)
) ss
)

COUNTY OF RICHLAND

The foregoing instrument was acknowledged before me on October 17, 2014

, by Angela T. Franks

My commission expires:

My Commission Expires August 28, 2019

(Official Seal)

Russell B. Peterson
Notary Public

BUSINESS ENTITY ACKNOWLEDGMENT

STATE OF

)
) ss
)

COUNTY OF

The foregoing instrument was acknowledged before me on

, by

of

, a
, on behalf of the

My commission expires:

(Official Seal)

Notary Public

BUSINESS ENTITY ACKNOWLEDGMENT

STATE OF

)
) ss
)

COUNTY OF

The foregoing instrument was acknowledged before me on

, by

of
, a
, on behalf of the

My commission expires:

(Official Seal)

Notary Public

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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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]

ELECTRONICALLY FILED - 2024 Apr 08 12:11 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4002905

[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 Marin

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

STATE OF CALIFORNIA COUNTY OF ORANGE

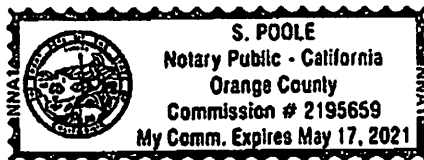
On April 7, 2020 before me, S. Poole, a Notary Public personally appeared Hanh Nguyen who proved to me on the basis of satisfactory evidence to be the person(s) who name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized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

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

WITNESS my hand and official seal.

[Signature] (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 92868
Loan Reference Number [REDACTED]

Recording Requested By:

When recorded mail to:

Tax ID: 09216-07-13

Property Address:

1205 COLUMBIA COLLEGE DRIVE
COLUMBIA, SC 29203

Book 2633-2013

2021040637 6/23/2021 15:07:46.947 Assignment of Mortgage

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

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

This space for Recorder's use

ASSIGNMENT OF MORTGAGE

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

Mortgagee: S C COMMUNITY BANK

Original Borrower(s): ANGELA T FRANKS

Date of Mortgage: 8/16/2010

Original Loan Amount: \$56,600.00

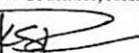
Recorded in Richland County, SC on: 8/18/2010, book R 1625, page 3444 and instrument number 2010054051

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on

Dated: 5/4/2021

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

By: 
Audrey B Trumble, Assistant Vice President

Witness: 
Tina Sander

Witness: 
Jessica Dolph

STATE OF TX

COUNTY OF Dallas

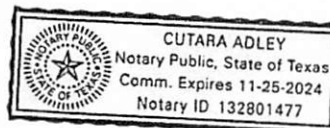
This instrument was acknowledged before me this MAY 04 2021, 20__ by Audrey B Trumble, Assistant Vice President of CORELOGIC SOLUTIONS, LLC AS ATTORNEY IN FACT FOR MTGLQ INVESTORS, L.P., on behalf of the corporation/entity.

Signature of Notary 

Notary Public, State of TX

Printed Name of Notary CUTARA ADLEY

My Commission Expires : 11/25/2024



Book 2239-1872

2017063913 8/28/2017 13:42:28:283 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
[REDACTED]

[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 Witness #2: Walter G Taylor
Print Name: Print Name:

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

STATE OF)
COUNTY OF)SS.

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

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

WITNESS my hand and official seal.

Deborah M Dawson
Notary Public
My Commission Expires:

Witness #1: Brenda Moses

My Commission Expires August 28, 2019

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

EXHIBIT "A"

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

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

Richland County Tax Map Number: 09216-07-13

ATK

COMMERCIAL PROMISSORY NOTE									
NAME (PRINT) OF BORROWER (Borrower, L My or My's) ANGELA T FRANKS 464 ANNONDALE RD COLUMBIA SC 29212			NAME / ADDRESS OF LENDER (CREDITOR) S C COMMUNITY BANK PO BOX 425 COLUMBIA, SC 29202						
TRANSACTION DATE 8/16/2010		MATURITY DATE 8/16/13		1	002				
INTEREST RATE 8.00									
<p>For value received, on or before the Maturity Date, the undersigned Borrower promises to pay the principal amount, together with interest, and any other charges, including service charges, to the order of the Lender at its office at the address noted above or holder, all in lawful money of the United States of America. The undersigned further agrees to the terms below and on page two of this Note. Words, numbers or phrases preceded by a ☐ are applicable only if the ☐ is marked.</p>									
PRINCIPAL AMOUNT Fifty-six thousand six hundred & no/100					\$56,600.00				
<p>PAYMENT SCHEDULE: ☒ h 35 installments of \$ 477.57 ☐ plus interest ☒ including interest and payable starting 9/16/10</p> <p>☐ interest only starting ☒ monthly ☐ quarterly.</p> <p>☒ interest, principal and other charges due on Maturity Date.</p> <p>☐ other payment schedule.</p>									
<p>INTEREST RATE: This loan is subject to ☒ a fixed interest rate of 8.00 % per annum ☐ a variable simple interest rate, which is ☐ % greater than: ☐ equal to: ☐ % less than: the following index:</p>									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">%</td> <td style="width: 25%;">%</td> <td style="width: 25%;">%</td> <td style="width: 25%;">%</td> </tr> </table>						%	%	%	%
%	%	%	%						
<p>Interest will be calculated on the unpaid balance for the actual days outstanding on a: ☐ 365/365 Day Basis. ☒ 365 /360 Day Basis.</p> <p>DEFAULT RATE: If in default the interest rate shall be: ☒ 12.00 % per annum ☐ % in excess of the index.</p> <p>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:</p> <p>☐ the lesser of ☐ the greater of ☐ an amount equal to ☐ \$ ☒ 5.00 % of the payment in default.</p> <p>PAYABLE ON DEMAND: ☐ Payment is due upon demand. ☐ Payment is due upon demand, but in any event, not later than Maturity Date.</p> <p>LINE OF CREDIT: ☐ If this Note is not in default, Lender may make advances on a continuing basis up to the Principal Amount.</p>									
<p>☐ ANNUAL MEMBERSHIP FEE. Lender will assess an Annual Membership Fee of \$ _____ 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.</p>									
<p>☒ Additional Note Provisions: BORROWER TO SUBMIT A SIGNED COPY OF TAXES RETURNS TO LENDER WITHIN 90 DAYS OF FILING.</p>									
<p>Security for this Note, if any, (the "Collateral") is granted pursuant to the following document(s) executed on the date(s) noted below:</p> <p>☒ security agreement dated 8/16/10</p> <p>☒ mortgage, deed of trust, trust deed or security deed dated 12/30/04</p> <p>☒ other UCC1 DATED 8/16/2010 COVERING ALL FIXTURES LOCATED AT 1205 COLUMBIA COLLEGE DRIVE, COLUMBIA SC 29203</p>									
<p>By Initialing, I acknowledge this is page 1 of 2 of the Commercial Promissory Note.</p> <div style="text-align: right;"> initials </div>									

-Additional Provisions

If this Note is secured by a security agreement, mortgage, deed of trust, trust deed, security deed or loan agreement of even as previous date, as set forth on page one hereof, it is subject to all the terms thereof. Additionally, the Lender may, upon defaulting loan borrower 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 so 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 laws governing secured transactions. If permitted by law, Borrower waives any otherwise required notice of prepayment 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 <u>Angela H. Franks</u> <u>08/16/2010</u>	By X _____
ANGELA H. FRANKS	
Date	Date
Its _____	Its _____
By X _____	By X _____
Date	Date
Its _____	Its _____

COMMERCIAL PROMISSORY NOTE

NAME(S) / ADDRESS(ES) OF BORROWER(S) ("Borrower, I, My, or Me") ANGELA T FRANKS 464 ANNONDALE RD COLUMBIA SC 29212		NAME / ADDRESS OF LENDER (CREDITOR) ("Lender, You or Your") SBC COMMUNITY BANK 1545 SUMTER STREET COLUMBIA, SC 29201			
NOTE NUMBER	TRANSACTION DATE	MATURITY DATE	OFFICE	OFFICER	INTEREST RATE
	10/17/2014	10/17/19	1	050	6.52
For value received, on or before the Maturity Date, the undersigned Borrower promises to pay the principal amount, together with interest, and any other charges, including service charges, to the order of the Lender at its office at the address noted above or holder, all in lawful money of the United States of America. The undersigned further agrees to the terms below and on page two of this Note. Words, numbers or phrases preceded by a ☐ are applicable only if the ☐ is marked.					
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 and payable ☒ monthly. ☐ quarterly.					
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 Simple Interest Rate	Percent Variable Index Rate	Minimum Interest Rate	Maximum Interest Rate	Interest Rate Changes Will Occur:	
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			

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 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.

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

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

94, 1995, 1996, 1997, 2000, 2001, 2002, 2003, 2008

Book 1625-3444
2010054051 08/18/2010 14 52 25 950
Fee: \$13.00 County Tax: \$0.00 State Tax: \$0.00
Mortgage
2010054051 Richard W. Rodden
Richland County R O D

(Specs Above This Line for Recording Data)

COMMERCIAL REAL ESTATE MORTGAGE

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

by

whose address is

464 ANNONDALE ROAD, COLUMBIA, SC 29212

("Mortgagor"), and S C COMMUNITY BANK

whose address is

1545 SUMTER STREET, COLUMBIA, SC 29201

("Lender"), which is organized and existing under the laws of
SOUTH CAROLINA

Mortgagor in consideration of the principal amount of

Fifty six thousand six hundred & no/100

Dollars (\$ 56,600.00

) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which

is acknowledged, hereby mortgages and warrants to Lender, its successors and assigns, forever, the land and property described below:

SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

TOGETHER WITH all 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 initialing, I acknowledge this is page 1 of 8 of the
Commercial Real Estate Mortgage.

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1007, 2000, 2003

CompuShare Systems, Inc.
800-458-6527 Fax 818-456-1803

ELECTRONICALLY FILED - 2024 Apr 08 12:11 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4002905

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, Mortgagee, 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 document as Lender may require, in the Lender's sole discretion, to effectuate, complete, and to perfect, as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Mortgage. If the Mortgagor fails or refuses to execute and deliver any such document to the Lender, Mortgagor hereby irrevocably constitutes and appoints Lender, and Lender's officers and employees, as Mortgagor's true and lawful attorney-in-fact to do so, and the expenses thereof will be added to the

By initialing, I acknowledge this is page 2 of 8 of the
Commercial Real Estate Mortgage.

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1827, 2020, 7023

Compliance Systems, Inc.
800-428-5572 Fax 818-958-1328

Indebtedness and paid by Mortgagor upon Lender's demand. This power of attorney shall not be affected by the disability of the Mortgagor.

CONDEMNATION. Mortgagor hereby assigns to Lender all judgments, decrees, and awards for injury, damage, or condemnation of or to the Property and authorizes Lender, at Lender's option, to apply the proceeds thereof to the payment of the Indebtedness as Lender elects.

ASSIGNMENT OF LEASES AND RENTS. As additional security for the payment of the Indebtedness contained herein, Mortgagor:

(a) hereby grants to Lender a security interest in all personal property and fixtures that may now or later constitute any part of the Property, in all personal property in Lender's possession, and in the balance of every deposit account of Mortgagor with Lender, which may be applied by Lender to the Indebtedness upon default hereunder; this interest is in addition to Lender's right of setoff; and

(b) hereby sells, assigns, transfers, and sets over to Lender all the rents, profits, and income under every lease or leases of the Property, including all extensions, amendments, and renewals, whether due now or to become due, including all leases in existence or coming into existence during the period this Mortgage is in effect. This assignment of rents shall run with the land and be good and valid as against Mortgagor and those claiming by, under, or through Mortgagor, from the date of the recording of this Mortgage. Mortgagor agrees to perform its obligations as Landlord under any lease in the Property and will not terminate or modify the terms of any lease without Lender's written consent. Mortgagor will provide Lender with copies of all such leases now or hereafter in existence, upon Lender's request. This assignment will continue to be operative during any foreclosure and other action enforcing this Mortgage, during any receivership created hereunder, and during the period of redemption, including the period of deficiency in the repayment of the Indebtedness. Mortgagor acknowledges that this assignment is given as collateral security only and shall not be construed as obligating Lender to perform any of Mortgagor's covenants or undertakings contained in any such assigned leases, although Lender may, at its sole option, do so. In the event of surrender or the taking of possession of the Property by Lender upon Mortgagor's default, Lender may thereafter collect the rents and income therefrom, rent or lease the Property or any portion thereof upon such terms as the Lender may deem advisable, in its sole discretion, and apply all proceeds derived therefrom to (i) preservation of the Property; (ii) payment of taxes; (iii) payment of insurance premiums; (iv) payment of the Indebtedness.

EVENTS OF DEFAULT. The following events shall constitute default of this Mortgage and all notes and other agreements it secures:

- (a) failure to make payments on the Indebtedness when due;
- (b) failure to perform or keep any of the covenants of this agreement or any agreement, oral or written, out of which the Indebtedness arises or that governs any of the terms of the Indebtedness;
- (c) Mortgagor's insolvency;
- (d) the filing by or against Mortgagor of any insolvency, bankruptcy or receivership proceeding;
- (e) the institution of any assignment by Mortgagor for the benefit of Borrower's creditors;
- (f) the insolvency or death of any guarantor of the Indebtedness;
- (g) the death of Mortgagor, if a natural person, or of any partner if Mortgagor is a partnership;
- (h) the dissolution, merger, and consolidation or transfer of a substantial part of the ownership of Mortgagor or any guarantor of the Indebtedness if Borrower or such guarantor is a corporation;
- (i) the non-payment of taxes or insurance, which shall also constitute waste and entitle Lender to the appointment of a receiver under applicable law;
- (j) the sale or transfer by Mortgagor of any interest in the Property, whether by deed, land contract, contract of sale, or the like;
- (k) Lender deems itself insecure for any reason whatsoever.

REMEDIES ON DEFAULT. Upon default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by the Mortgagor; effect any insurance provided for herein; make such repairs; cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it; and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of the Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

In the event of default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to sell or to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Mortgage in any manner authorized by law shall be deemed as exercise of the above option. In the event of default or the commission of waste, Lender shall immediately be entitled to the appointment of a receiver for the Property and of the earnings, income, issue, and profits of it, with the powers as the court making the appointments confers. Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor.

No Waiver. No delay or failure of Lender to exercise any right, remedy, power, or privilege hereunder shall affect that right, remedy, power, or privilege, nor shall any single or partial exercise preclude the later exercise of any right, remedy, power, or privilege. No Lender delay or failure to demand strict adherence to the terms of this Mortgage will be deemed to constitute a

By initialing, I acknowledge this is page 3 of 8 of the
Commercial Real Estate Mortgage.

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1997, 2000, 2003

Compliance Systems, Inc.
800-968-6522 Fax 810-850-1658

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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 initiaing, I acknowledge this is page 4 of 6 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 or prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

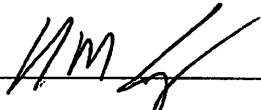
ADDITIONAL PROVISIONS.

UNIFORM COMMERCIAL CODE (U.C.C.) Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. Mortgagor grants to Lender a security interest in all timber to be cut and as-extracted collateral situated on the Property including all rents, income, and profits relating to them. Mortgagor agrees that this Mortgage shall suffice as a financing statement and may therefore be filed of record as a financing statement for the purposes of Article 9 of the Uniform Commercial Code. Mortgagor authorizes Lender to file any financing statements required under the Uniform Commercial Code.

In WITNESS WHEREOF, this Security Instrument has been executed by the Mortgagor(s) on the date written below.

Witness(es)

Borrower(s)

X 


X  08/16/2010
ANGELA T FRANKS Date

X _____
Date

X _____
Date

X _____
Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

)

) ss

COUNTY OF RICHLAND

)

Before me personally appeared the undersigned witness, and made oath that he saw the within named Borrower sign, seal, and as her act and deed, deliver the within written instrument; and that he with

Hugh M. Cooper
Sworn before me this 16th day of August, 2010

Notary Public for South Carolina

(Seal)

My commission expires: 1-23-2012

STATE OF SOUTH CAROLINA

ss:

COUNTY OF

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

, a

, on behalf of the

My commission expires:

(Official Seal)

Notary Public

WHEN RECORDED RETURN TO:

S C COMMUNITY BANK

PO BOX 425

COLUMBIA, SC 29202

DRAFTED BY / ADDRESS

S C COMMUNITY BANK

PO BOX 425

COLUMBIA, SC 29202

By initialing, I acknowledge this is page 6 of 6 of the
Commercial Real Estate Mortgage.

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Compliance Systems, Inc.
800-969-8522 Fax 810-856-1883

Loan Number: [REDACTED]

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

ATF

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 May 14, 2024 at 11:00AM. 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.

April 18, 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

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.

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM COUNTY
COURT OF COMMON PLEAS

Case No. 2024-000917

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

Respondent,

v.

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

Appellant.

PROOF OF SERVICE

I certify that I served the Appellant on September 30, 2026 by emailing a copy to
her at:

Angela T. Franks
afell264@aol.com

s/ Clay Connely-McMichael
McCabe, Trotter & Beverly, P.C.
803-724-5000
Clayton.McMichael@mccabetrotter.com

September 30, 2026

RECEIVED
Sep 30 2026
SC Court of Appeals