

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM ALLENDALE COUNTY
Court of Common Pleas
Perry M. Buckner, Circuit Court Judge

Civil Action No. 2011-CP-03-127

21st Mortgage Corporation Appellant,

v.

Robert Youmans and Tonya Stoney Respondents.

RECORD ON APPEAL

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SC Court of Appeals

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STATE OF SOUTH CAROLINA

COUNTY OF ALLENDALE

21st Mortgage Corporation,

Plaintiff,

v.

Robert Youmans and Tonya Stoney,

Defendants.

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO.: 2011-CP-03-127

ORDER

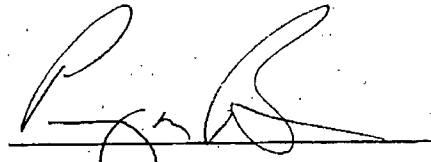
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CLERK OF COURT
JUDICIAL BRANCH, S.C.

Plaintiff's Motion to Alter or Amend my July 10, 2013 Order granting summary judgment for the Defendants is respectfully DENIED.

IT IS SO ORDERED.

July 30, 2013

Walterboro, SC


The Honorable Perry M. Buckner, III

STATE OF SOUTH CAROLINA

COUNTY OF ALLENDALE

21st Mortgage Corporation,

Plaintiff,

vs.

Robert Youmans and Tonya Stoney,

Defendants.

IN THE COURT OF COMMON PLEAS
C/A#: 11-CP-03-127

ORDER

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This matter came before the Court on June 10, 2013, during the term of Common Pleas court in Allendale County. Both parties agree that the issues are for the Court to determine on motions for summary judgment by each side since the Defendants have agreed to dismiss without prejudice their counterclaims for restitution, abuse of process, unjust enrichment, negligence, breach of express and implied warranties, and unfair trade practices. Accordingly, this Court scheduled a hearing on June 11, 2013, to hear this matter as both sides agree that it involves undisputed facts and only questions of law.¹ Both parties were represented by their respective counsel at the hearing.

Findings of Fact

- (1) On or about March 20, 2002, the Defendants purchased a 1996 Pioneer mobile home from The Housing Group, Inc. d/b/a Schult Home Center of Orangeburg. The Defendant Youmans signed an Installment Note, Security Agreement and

¹ Although both parties filed cross motions for summary judgment, the Court is of the opinion that it can decide this matter pursuant to Rule 52, SCRCR, as well.

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- (8) Defendant Tanya Stoney is the niece of Defendant Robert Youmans. Defendant Stoney currently lives in the mobile home with her two children and one grandchild;
- (9) After the Plaintiff acquired the debt in this matter, Mr. Youmans continued to make payments on the mobile home from March 9, 2005, until December 27, 2010;
- (11) Youmans's stated reason for discontinuing payments is that the mobile home is in terrible shape as a result of the original defects and problems which prompted the suit against the seller;
- (12) Photographs of the home show the condition of the home is bad and the floor is rotten from water intrusion;
- (13) Plaintiff's payment history for the Defendant Youmans's debt shows that to date, Plaintiff has received \$21,247.60 from the Defendants;
- (14) As of the date of the hearing in this matter, the Defendant's judgment against the seller totals \$144,701.93. As of May 8, 2011, the judgment against the seller was \$114,657.71. Further, at no relevant time has the judgment ever been less than the amount owed by the Defendant to the Plaintiff (the amount claimed by the Plaintiff was \$19,709.34 on December 15, 2010, was \$23,714.37 on August 29, 2012, and was \$25,633.74 on June 15, 2013);
- (15) Plaintiff received written notice of the Defendants' claim on the judgment on or about May 8, 2011, when it received the counter claim and answer in this matter;

Findings of Law

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- (16) Because this is a consumer credit contract and because of the plain language of the contract, the Plaintiff is subject to all claims and defenses the Defendants could assert against the seller. Further, pursuant to the contract, the seller agreed to indemnify any holder or assignee of the contract from all claims and defenses of the buyer, or any of them, against the seller which any buyer asserts against the assignee, whether such claims or defenses arise out of the note or otherwise, and whether such claims or defenses are asserted in connection with the assignee's attempting to collect or otherwise enforce the note;
- (17) Both sides agree that the fair market value of the mobile home is far less than the amount claimed by the Plaintiff as being owed on the mobile home;
- (18) Plaintiff filed this action on or about April 28, 2011, seeking permanent possession of the mobile home from the Defendants, with the right to sell the property, and the right to pursue any deficiency against the Defendants; and
- (19) The Defendants timely answered and counterclaimed asserting that the claims against them were barred by the 2004 judgment, as well as other defenses.

The Defendants have now moved for summary judgment, arguing that they are entitled to a judgment denying Plaintiff's action for claim and delivery and holding that they are free from any further indebtedness or obligations to Plaintiff or its successors or assigns. Similarly, the Plaintiff has now moved for summary judgment and argues that Defendants' 2004 judgment claims were asserted against another party and therefore not binding on it, that there are questions of whether or not the judgment amount to be offset can include treble damages under the UTPA,

and whether Plaintiff was on written notice of the judgment that was merely recorded.

This Court carefully listened to the arguments raised by the parties and considered this matter and in the exercise of its discretion finds that the Plaintiff's motion should be DENIED and judgment should be granted in favor of the Defendants such that they have no further obligations on the Installment Sale Contract and the subject mobile home is theirs free and clear of any further claimed indebtedness.

As in the Installment Sale Contract in this matter, S.C. Code Ann. § 37-2-404(1) provides that:

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with respect to a consumer credit sale or consumer lease, an assignee of the rights of the seller or lessor is subject to all claims and defenses of the consumer against the seller or lessor arising from the sale or lease of property or services notwithstanding that the assignee is a holder in due course of a negotiable instrument issued in violation of the provisions prohibiting certain negotiable instruments (§ 37-2-403).

Subsection (2) then provides:

A claim or defense of a consumer specified in subsection (1) may be asserted against the assignee under this section only if the consumer has made a good faith attempt to obtain satisfaction from the seller or lessor with respect to the claim or defense and then only to the extent of the amount owing to the assignee with respect to the sale or lease of the property or services as to which the claim or defense arose at the time the assignee has written notice of the claim or defense.² Written notice of the claim or defense may be given before the attempt specified in this subsection. For the

² There is no similar restriction in the contract. The contract merely limits the recovery by the debtor to the amount to be paid by the debtor under the note; i.e., the "total payments" amount, defined in the contract as the "amount you will have paid after you made all payments" which is the same as the amount claimed by the Plaintiff as being owed on the debt.

purposes of this section, written notice is any written notification other than notice on a coupon billing, statement or other payment medium or material supplied by the assignee.

Clearly, the debt upon which this matter is based arises out of a consumer credit sale and the Plaintiff is an assignee of the rights of Schult Home Centers. Further, the Plaintiff is subject to all claims and defenses the Defendants have against Schult Home Center; namely, the judgment obtained against Schult³. Obviously, by bringing suit against Schult Home Center, the Defendants made a good faith attempt to obtain satisfaction from the seller. However, no satisfaction of the claims has occurred. Finally, written notice of the claim against Schult Home Center was given on or about May 8, 2011, when the answer and counterclaim was served in this matter. See, American Fed. Bank, F.S.B. v. White, 296 SC 165, 370 SE2d 923 (Ct.App.1988).

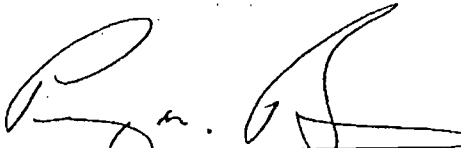
The Code and Installment Sale Contract allow the Defendants to assert any claim available against Schult Home Center offensively in a suit against the Plaintiff as well as defensively as an offset or counterclaim in a suit by Plaintiff to enforce the obligation American Fed. Bank, F.S.B. v. White, 296 SC 165, 171, 370 SE2d 923, 927 (Ct. App. 1988)(citing Rosemond v. Campbell, 288 SC 516, 343 SE2d 641 (Ct. App. 1986)). Here, the claim being asserted is the judgment of which the seller had notice and opportunity to defend. The fact that the Plaintiff was not a named party in the 2004 judgment is irrelevant, since it bought the note and obligation subject to the judgment of which all the world was on notice. The fact that the

³ It is significant to the Court that the claim of which the Plaintiff concedes it was given written notice was in fact the claim of the judgment, not the claim that the mobile home was defective. See, Defendant's Answer and Counterclaim, as well as the Second Amended Answer and Counterclaim.

Plaintiff did not exercise due diligence in this matter does not aid it. See eg., Bennett v. The Home Ins. Co., 1993 U.S. App. Lexis 16243 (4th Cir. 1993) ("an assignee's rights are not greater than those of its assignor"); Rosemond v. Campbell, 288 S.C. 516, 343 SE2d 641 (Ct. App. 1988) ("The common law rule that an assignee has no greater right than his assignor is subject to an important exception in case of a negotiable instrument.... [However] the Consumer Protection Act alters these rules with respect to consumer credit sales.....[and] enlarges the consumer's rights. It permits him to assert any claim available against the seller offensively in a suit against the assignee as well as defensively as an offset or counterclaim in a suit by the assignee to enforce the obligation.").

Accordingly, Plaintiff's motion for summary judgment lacks merit and judgment is GRANTED in favor of the Defendants in this matter. Further, Defendants' counterclaims for restitution and abuse of process are dismissed without prejudice by agreement of the parties.

IT IS SO ORDERED, this 10 day of July, 2013.



Perry M. Buckner
Presiding Judge

Walterboro, South Carolina

STATE OF SOUTH CAROLINA)

COUNTY OF Allendale)

21st Mortgage Corporation,)

Plaintiff,)

vs.)

Robert Youmans and Tonya Stoney,)

Defendants.)

IN THE COURT OF COMMON PLEAS

C/A No.

COMPLAINT
CLAIM AND DELIVERY
(NON-JURY)

BRADINE S. ADAMS
CLERK OF COURT
ALLENDALE COUNTY, S.C.

2011 APR 28 AM 10:52

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The Plaintiff, complaining of the Defendants, would show as follows:

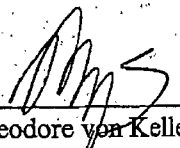
1. That Plaintiff is a Tennessee corporation, doing business in the State of South Carolina.
2. The Defendants, upon information and belief, are citizens and residents of the County of Allendale, State of South Carolina.
3. That on or about March 2, 2002, the Defendant Robert Youmans purchased a 1996 Pioneer mobile home, Serial Number PH1506GA9793, under the terms of a Mobile Home Retail Installment Contract ("Installment Contract"). Said Installment Contract granted a security interest in the mobile home and is attached hereto and incorporated herein as Exhibit "A".
4. Said Installment Contract was assigned to Plaintiff for good and valuable consideration.
5. Under the terms of said Installment Contract, the Defendant Robert Youmans agreed to pay a total price of Sixty Thousand Three Hundred Ninety Seven and 60/100 (\$60,397.60) Dollars under the terms as set out in said Installment Contract.
6. The Defendants are now, and for a period of time have been, in default in the payments due under the said Installment Contract and has been given notice of right to cure such default but has failed to cure such default.
7. On information and belief, the Defendants are in possession of and residing in the mobile home, which possession is sought by the Plaintiff in this action.

8. That demand has been made for the return of said mobile home but said demand has been ignored and refused and Plaintiff is entitled to recover possession of such mobile home pursuant to the terms of the Installment Contract and South Carolina Code of Laws §15-69-10.

WHEREFORE, the Plaintiff prays:

1. For judgment against the Defendants Robert Youmans and Tonya Stoney, awarding it permanent possession of the personal property hereinabove described from the Defendants, with the right to sell such property, and the right to pursue any deficiency against the Defendant Robert Youmans which might result from Plaintiff's sale of said property.

2. Such other and further relief as the Court may find just and proper.



Theodore von Keller, Esquire
B. Lindsay Crawford, III, Esquire
Sara Hutchins, Esquire
Attorneys for the Plaintiff
Post Office Box 4216
Columbia, SC 29240
Telephone: (803) 790-2626

Columbia, South Carolina

April 19, 2011

FAIR DEBT COLLECTION PRACTICES ACT

15 U.S.C. § 1601, as amended

1. The amount of the debt is stated in Paragraph Five (5) of the Complaint attached hereto.
2. The Plaintiff as named in the attached Summons and Complaint is the creditor to whom the debt is owed.

3. The debt as described in the Complaint attached hereto and evidenced by the copy of the Retail Installment Contract attached hereto will be assumed to be valid by the creditor's law firm unless the debtor(s), within thirty (30) days after the receipt of this notice, disputes the validity of the debt or some portion thereof.

4. If the debtor(s) notify the creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to the debtor(s) by the creditor's law firm.

5. If the creditor named as plaintiff in the attached Summons and Complaint is not the original creditor, and if the debtor(s) made a written request to the creditor's law firm within thirty (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor(s) by the creditor's law firm.

That Creditor was: 21st Mortgage Corporation

6. Written requests should be addressed to:

CRAWFORD & VON KELLER, LLC
Post Office Box 4216
Columbia, South Carolina 29204
Telephone: (803) 790-2626
ATTORNEYS FOR THE PLAINTIFF

FEB-26-2002 12:25

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EXCEPT TO THE EXTENT THAT THE UNITED STATES ARBITRATION ACT APPLIES, THIS AGREEMENT IS SUBJECT TO ARBITRATION UNDER THE PROVISIONS OF THE SOUTH CAROLINA UNIFORM ARBITRATION ACT

SC-MH-15 (ED) 11/95

INSTALLMENT NOTE, SECURITY AGREEMENT AND DISCLOSURE STATEMENT

Date: 3-20-02 18

Debtor: <u>ROBERT YOUmans</u>				Secured Party: <u>SCHULT HOME CENTER</u>			
Name of Buyer				Sells to the creditor making the disclosure in this transaction			
Name of Co-Buyer							
Residence Address				Address			
City	County	State	Zip	City	County	State	Zip

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase including payment of \$1000.00	Price of home on hand including payment
11.99 %	\$ 3690.60	\$ 22495.00	\$ 59397.60	\$ 60397.60	60

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
240	\$247.49	Monthly, Beginning April 01, 2002

You may obtain property insurance from anyone that is acceptable to SCHULT HOME CENTER. If you get the insurance from SCHULT HOME CENTER, you will pay:

Property Insurance: \$ 435.00 for 12 months coverage.
Flood Insurance: \$ _____ for _____ months coverage.

Security: You are giving a security interest in:
☒ the goods or property being purchased.
☐ (brief description of other property) _____

Title Fee and/or Recording Fee: \$ 5.00

Late Charge: If a payment is more than 10 days late, you will be charged 5% of the amount that is late, but not less than \$5.00 or more than \$12.50.

Prepayment: If you pay off early, you will not have to pay a penalty and you ☐ may ☒ will not be entitled to a refund of part of the finance charge.

Assumption: Someone buying your home may, subject to conditions, be allowed to assume the responsibility of the obligation on the original terms.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

© SouthTrust Mobile Services, 1994, 1998

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Itemization of Amount Financed

1. Cash price, composed of:		4. Other charges, including amounts paid to others on your behalf (we may be retaining a portion of this amount):	
a. manufactured home, furniture, appliances, etc.	\$ 22450.00	a. public officials for certificates	\$ 5.00
b. state and local sales taxes	\$ 300.00	b. public officials for recording fees and taxes	\$ 15.00
Total cash price	\$ 22750.00 (1)	c. to appraisers	\$ 405.00
2. Downpayment, consisting of:		d. good certification services	\$ 320.00
a. net trade-in allowance	\$ 1000.00	e. to insurance companies	\$ 745.00
b. cash downpayment	\$ 1000.00 (2)	f. EXTENDED WARRANTY	\$ 224.00
Total downpayment	\$ 2000.00	g. other	\$ 0.00
3. Amount paid on your account:		Total other charges	\$ 1474.00 (4)
a. unpaid balance of cash price (1) - (2)	\$ 21750.00	5. Unpaid Balance (3) + (4)	\$ 224.00 (5)
b. prepaid finance charge	\$ 21750.00 (3)	6. Prepaid finance charge	\$ 224.00 (6)
Total amount paid on your account	\$ 21750.00	7. Amount Financed (5) + (6)	\$ 448.00 (7)

1. **Meaning of Terms; Parties.** As used herein, except where the context clearly requires a different meaning, the words you and your mean the Buyer identified above, and if there is more than one Buyer, they mean each of the Buyers and also all of them, jointly and severally; Seller means the Seller identified above; STMS means the SouthTrust Mobile Services Division of SouthTrust Bank, National Association its successors and assigns; we, our and us mean the Seller and also any party, such as STMS, to whom this Note may be assigned; Manufactured Home means the manufactured home described in Paragraph 5 of this Note; Home site means the Buyer's residence address described above upon which the Manufactured Home will be placed; and this Note means this Installment Note, Security Agreement and Disclosure Statement. This Note evidences the obligation of Buyer arising out of a credit sale of the Manufactured Home to Buyer by Seller.

2. **Payment Schedule.** You promise to pay to us the principal sum of TWENTY TWO THOUSAND FOUR HUNDRED NINETY FIVE & 00/100 Dollars (\$ 22,495.00) together with interest thereon at the rate of 11.99 % per annum

☐ from the date hereof
☒ from 3 MARCH 02, 2002

until this Note is paid in full, in 240 monthly payments of \$ 247.49 each. The first payment is due on APRIL 01, 2002, and another payment is due on the same day of each month thereafter until the principal sum and the interest thereon are paid in full.

3. **Payment by Check.** If you pay us by check, the payment will be provisionally credited until your check is finally paid. If your check is not paid on first presentment to your bank, we may reverse the provisional credit as of the date it was entered, and you agree to pay to us a bad check charge of not more than \$20.00 or such lesser amount as may be permitted by applicable law.

4. **Late Charge; Interest After Maturity.** If any payment is more than 10 days late, you agree to pay a Late Charge equal to 5% of the amount of each payment which is late, but not less than \$5.00 or more than \$12.50. You agree that we may increase the amount of the late charge from time to time as permitted by S.C. Code Ann. § 37-3-203 and in compliance with any other applicable laws. We will not collect more than one Late Charge on each payment which is late, and we will not collect a Late Charge on the final payment if we collect interest after maturity. You agree to pay interest on the unpaid balance of this Note after final maturity, whether by acceleration or otherwise, at the rate set forth in Paragraph 2 hereof.

5. **Security Interest.** To secure the payment and performance of all of your obligations under this Note, you hereby grant to us a security interest in the property described below, and all accessions at any time thereafter installed in or affixed to that property. (All of the property, and accessions just described and described below are sometimes referred to in this Contract as the "Collateral").

FEB-26-2002 12:25

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Description of Collateral	Year	New or Used	Make	Model	Width and Length*	Serial No.	Primary use of collateral
Manufactured Home	1996	USED	PIONEER		16 X 80	PH1506GA9793	Personal

Equipped with: ☐ furniture ☒ refrigerator ☒ range ☐ dishwasher ☐ clothes washer ☐ clothes dryer
☒ air conditioning ☒ skirting ☐ other

Other collateral:

Our security interest also covers all proceeds of the Collateral, including the proceeds of all insurance on the Collateral, whether or not we are named as loss payee or mortgagee under the policy. You hereby assign to us all rebates of unearned premiums on all property and casualty insurance you may have on the Collateral at any time. You agree that if you are in default under this Note we may, at our election, cancel any such insurance, receive and endorse in your name any checks or drafts representing premium rebates, and apply such premium rebates as a credit against your obligations under this Note. To the extent that any property which otherwise would be a part of the Collateral constitutes "household goods" as that term is defined in 12 C.F.R. Section 227.12, and to the extent that the extension of credit evidenced by this Note was not used to purchase such property, such "household goods" do not constitute any part of the Collateral for this Note.

6. Waiver of Warranties. YOU HEREBY WAIVE, AND WE DISCLAIM, ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE COLLATERAL, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You do not by this Note waive (a) the express written warranties, if any, given to you by the manufacturer(s) of the Collateral or any part of the Collateral, or (b) the express warranties, if any, given to you by the Seller (including any new home warranty given to you by Seller under the Uniform Standards Code for Manufactured Housing at 15 C.F.R. Code Ann. § 40-29-170). If you purchase a service contract on the Collateral or any part of the Collateral on, or within 90 days after, the date you purchase the covered Collateral, your waiver of implied warranties will not apply to the Collateral covered by the service contract. The duration of any implied warranties may be limited by the terms of the express written warranty or service contract.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, NO NEW HOME WARRANTIES WILL APPLY TO DAMAGES CAUSED BY ANY MOVE OF THE MANUFACTURED HOME FROM ITS INITIAL HOME SITE DURING THE TERM OF THE WARRANTY WITH RESPECT TO DEFECTS OR DAMAGES CAUSED BY THE MOVE.

7. Default; Entire Balance Due. You will be in default under this Note and, after we comply with the notice requirement of Paragraph 8 (if applicable) and provide you with any other notices or opportunities to cure as may be required by federal or state law, we can, at our option, require that you pay to us at once the entire unpaid principal balance, all accrued but unpaid interest, and all other charges, if any, then owed under this Note, with or without further notice to or demand upon you: (a) if you fail to make any payment under this Note or under any other agreement you have with us exactly when it is due; or (b) if anything else happens which significantly impairs the Collateral, or the prospects of your payment of this Note, or your performance of your obligations under this Note, or our ability to realize upon the Collateral. You acknowledge and agree that the Collateral may be impaired and the Note may be considered in default upon the occurrence of any one or more of the following events: (i) you fail to keep the Collateral insured as required in Paragraph 14; (ii) if you break any of the other agreements you have made in this Note or if any warranty or statement you have made in this Note is not true; (iii) if you or any guarantor of this Note dies, or becomes insolvent, or files a petition for relief under any chapter of the Bankruptcy Code; (iv) if a judgment is entered against you or any guarantor of this Note in any court, if a tax lien is filed against you or any guarantor, or if a garnishment, execution, attachment, tax levy, writ of seizure, confiscation of property, or similar process or proceeding is issued or commenced with respect to any of your property or the property of any guarantor; or (v) if a criminal proceeding is commenced against you or any guarantor of this Note. If anything else happens which we reasonably feel endangers any collateral for this Note or impairs your ability to pay, we will consider the Collateral impaired and find that the Note is in default. Time is of the essence of each of our promises and obligations to pay or perform under this Note.

Page 1 of 1

1. **Notice of Right to Cure.** Notwithstanding any provision of this Note to the contrary, if the only default under this Note is your failure to make a required payment within 10 days of its due date, we will not accelerate the maturity of the unpaid balance of this Note, or take possession of or otherwise enforce our security interest in the Collateral, until we have given you 20 days' notice of your right under applicable state law to cure the default. If you cure the default, you will be restored to your rights under this Note as though the default has not occurred. This notice provision will not be applicable if you have voluntarily surrendered possession of the Collateral to us. If you default under this Note more than one time, we reserve our right to accelerate the indebtedness evidenced by this Note and to enforce our security interest in the Collateral without notice or demand (except as required by law).

9. **Collection Costs and Attorneys' Fees.** If you are in default, you agree to pay all costs we incur in collecting this Note, including reasonable attorneys' fees of not more than 15% of the unpaid debt after default if we resort to an attorney who is not our salaried employee for collection.

10. **Waiver of Demand and Presentment; Waiver of Exemptions.** You agree that you will do everything you have agreed to do under this Note without requiring that we ask you to do it and without requiring that we present this Note to you. To the extent permitted by law, you hereby waive as to this Note and all your obligations hereunder, but solely as regards the Collateral, all exemptions from attachment, execution, levy, sale or other process for the collection of this debt; provided, however, that no consumer protection provision of the South Carolina Consumer Protection Code and no limitation on garnishments under federal or state law is waived hereby.

11. **Change of Mailing Address.** You agree to send us written notification of any change in either our mailing address or your residence address not later than 10 days after the change of address is effective.

12. **Our Rights Are Cumulative; Waivers; Extensions.** You agree that our rights under this Note, under any other agreements we may have with you, and under applicable law are cumulative, and that we will not by any act, delay, omission, or otherwise be deemed to have waived any of our rights or remedies under this Note or under any other agreement or under applicable law unless the waiver is in writing and signed by us. We may accept late payments and partial payments and may delay in enforcing our rights without losing any of our rights. We may take any additional collateral for, or release any Collateral for, or fail to perfect our security interest in any Collateral for, this Note, and we may grant extensions, renewals or indulgences to you or to any other party obligated to pay this Note, all without releasing or in any way affecting your obligations under this Note. You and any other party obligated to pay this Note hereby waive defenses based on suretyship or impairment of collateral.

13. **Miscellaneous.** This note shall be governed, construed, and enforced in accordance with the laws of the United States (including the Federal Arbitration Act, 9 U.S.C. § 1 et seq.) and to the extent not inconsistent with the laws of the state of South Carolina (including the South Carolina Uniform Arbitration Act (South Carolina Code § 15-48-10 et seq.)), without giving effect to its principles of conflict of laws. If any provision of this Note is unlawful or unenforceable, or if any provision of this Note does not comply with any applicable state or federal laws or regulations, each such provision shall be without force and effect without thereby affecting any other provision hereof. No provision of this Note is intended to require the payment of interest or finance charges in excess of the maximum permitted by law. If any court determines that any interest or finance charge in excess of the maximum permitted by law is provided for in this Note, the provisions of this Paragraph will govern, and you will not be obligated to pay the amount of such interest or finance charge to the extent that it is in excess of the maximum permitted by law. This Note is binding upon you and your heirs, administrators, executors and assigns. The paragraph headings in this Note are for convenience only; they do not form a part of this Note and do not add to or subtract from the provisions of this Note.

14. **Insurance.** You agree to keep the Collateral insured at all times against loss or damage (including flood insurance, if we require it) in an amount not less than the full insurable value of the Collateral or the unpaid balance owed under this Note, whichever is less, or in such other amount as is required by law, under a policy naming us as mortgagee or loss payee and providing for payment directly to us in the event of loss or damage to the Collateral. YOU MAY CHOOSE THE PERSON THROUGH WHICH PROPERTY DAMAGE INSURANCE IS OBTAINED. YOU HAVE THE OPTION OF PROVIDING SUCH INSURANCE THROUGH AN EXISTING POLICY OR A POLICY INDEPENDENTLY OBTAINED AND PAID FOR BY YOU. If the property insurance disclosure in the disclosure statement on page 1 of this Note indicates that property insurance may be purchased through us, you may, at your election, purchase the

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insurance through us for the cost shown. Whether the insurance is provided by you or through us, you agree to pay all premiums for the insurance when the premiums are due. If you provide the property damage insurance, you agree to deliver the insurance policy to us as additional collateral and to provide us with the receipt showing payment of premiums. If you do not obtain the required property damage insurance or do not pay the premiums, we may do so for you if permitted by law, or, upon not less than 10 days written notice to you for a longer notice period as may be required by applicable law with respect to any type of insurance or the cancellation or other lack of dual interest insurance coverage, we may purchase property damage insurance covering only our interest in the Collateral, all as provided in Paragraph 15, and you agree to reimburse us for all premium pay and all insurance that we purchase as provided therein, to the extent permitted by law. You acknowledge and agree that we are not required and will not be obligated to pay any premiums or purchase any insurance, but that we may do so, or refuse to do so, in our sole discretion. UNLESS CHECKED HERE ☐ LIABILITY IN COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN ANY INSURANCE YOU PURCHASE THROUGH US.

15. Your Failure to Maintain Insurance. If you fail to keep in force the property damage insurance required by this Note, we may purchase the insurance if permitted by law, or, upon not less than 10 days written notice to you (or such longer notice period as may be required by applicable law with respect to any type of insurance), at our election, cancel the insurance or other lack of dual interest insurance coverage, we may purchase property damage insurance covering only our interest in the Collateral. In determining the amount of insurance to purchase, we may, at our election, rely upon average values of manufactured homes of the same make and model as the Mobile Home. If we purchase property damage insurance or pay the premiums, we will notify you of the amount of the premium, and you agree to pay us the amount of the premium within 10 days. If you do not pay us the premium, we may, at our election, permit you to pay such amount, with interest, in monthly installments of not exceeding the term of the insurance policy purchased. You agree to pay interest on the amount we pay for the insurance at the interest rate set forth in Paragraph 2 of this Note, or the maximum rate allowed by law, whichever is less, and to pay such amount plus interest in equal monthly installments, along with and to the other payments shown in the payment schedule in Paragraph 2, over the remaining term of the policy purchased, except that the unpaid balance of that amount, with interest, shall be due and payable at the maturity of this Note, whether as originally scheduled or upon acceleration after default. You agree to pay the amounts paid by us, and the interest thereon, will be secured by our security interest in the Collateral. Any insurance required by this Note which we purchase due to your failure to do so may be discontinued at any time in our sole discretion. We may, at any time, in our sole discretion and without notice to you, elect not to purchase any insurance, and elect not to renew any insurance previously purchased by us. In any event, we will not purchase any insurance on your behalf, and we will not renew on your behalf any insurance previously purchased by us, if the remaining term of this Note is twelve months or less or if the outstanding balance of this Note is \$1,000 or less. If we purchase insurance, including insurance insuring only our interest in the Collateral (this insurance is called "single interest insurance"), we will be acting solely on our own behalf and neither we nor the insurance agent will be acting as your broker. We may purchase the insurance through an insurance agency affiliated with us through common ownership or otherwise. If permitted by law, the agency which places the insurance may receive a commission on the purchase of insurance. Single interest insurance does not provide coverage for your interest in the Collateral and it may pay certain claims only if we have repossessed the Collateral after your default. Single interest insurance is often more expensive than a policy purchased by the owner of the insured property. IF A SINGLE INTEREST INSURANCE POLICY IS ISSUED, IT WILL NOT PROVIDE PROTECTION AGAINST LIABILITY FOR BODILY INJURY OR DAMAGE TO PROPERTY OF OTHERS.

IT IS A VIOLATION OF THE LAW OF SOUTH CAROLINA FOR THE SELLER OF A MOBILE HOME OR ANY PERSON LENDING MONEY ON THE SECURITY THEREOF TO REQUIRE OR TO ATTEMPT TO REQUIRE THAT HAZARD INSURANCE BE PURCHASED FROM ANY PARTICULAR INSURER OR AGENT. ANY VIOLATION OF THIS LAW SHOULD BE REPORTED TO THE OFFICE OF THE SOUTH CAROLINA DEPARTMENT OF INSURANCE WITH INSTRUCTION TO REPORT ANY VIOLATION OR ATTEMPTED VIOLATION AT 1812 MARION STREET, COLUMBIA, SOUTH CAROLINA 29201.

NO POLICY OF HAZARD INSURANCE ISSUED OR DELIVERED TO COVER A MOBILE HOME FROM ANY SITUATE IN SOUTH CAROLINA MAY BE WRITTEN TO PROVIDE FOR A POLICY IN EXCESS OF THIRTY YEARS.

EVERY SUCH POLICY, AND THE MANUAL OF RULES AND RATES OF EVERY INSURER ISSUING SUCH POLICIES IN THIS STATE, SHALL PROVIDE THAT ALL PREMIUMS HELD BY THE INSURED IN RESPECT TO THAT PART OF THE POLICY TERM SUBSEQUENT TO THE ANNIVERSARY DATE OF THE THEN CURRENT POLICY YEAR ARE CONSIDERED UNEARNED AND MUST BE REFUNDED IN FULL IF THE POLICY IS CANCELED, WITHOUT RESPECT TO WHETHER CANCELLATION IS EFFECTED BY THE INSURED OR INSURER.

IN THE EVENT OF CANCELLATION DURING THE FIRST YEAR OF POLICY TERM, THE INSURED MUST REFUND THE PREMIUM FOR THAT PORTION OF THE POLICY TERM ON A PRO RATA BASIS IF CANCELLATION IS EFFECTED BY THE INSURER OR ON THE SHORT RATE BASIS IF CANCELLATION IS EFFECTED BY THE INSURED. IN THE EVENT OF CANCELLATION DURING THE SECOND YEAR OF THE POLICY TERM, REFUND OF THAT PORTION OF THE UNEARNED PREMIUM ATTRIBUTABLE TO THE SECOND YEAR MUST BE ON A PRO RATA BASIS IF CANCELLATION IS EFFECTED BY THE INSURER OR ON THE SHORT RATE BASIS IF CANCELLATION IS EFFECTED BY THE INSURED, SUBJECT, HOWEVER, TO THE PROVISION THAT THE PORTION OF THE UNEARNED PREMIUM ATTRIBUTABLE TO THE THIRD YEAR IS CONSIDERED ENTIRELY UNEARNED AND MUST BE RETURNED IN FULL REGARDLESS OF THE PARTY RESPONSIBLE FOR CANCELLATION. IN THE EVENT OF CANCELLATION DURING THE THIRD YEAR OF THE POLICY TERM, REFUND OF THAT PORTION OF THE UNEARNED PREMIUM ATTRIBUTABLE TO THE THIRD YEAR MUST BE ON A PRO RATA BASIS IF CANCELLATION IS EFFECTED BY THE INSURED.

UPON THE CANCELLATION OF ANY SUCH POLICY, WITHOUT RESPECT TO THE PART EFFECTING THE CANCELLATION, ANY UNEARNED PREMIUM MUST BE RETURNED TO THE INSURED OR TO THE MORTGAGEE. IF RETURNED TO THE MORTGAGEE, THE UNEARNED PREMIUM MUST BE APPLIED TO ANY PAYMENT THEN DUE OR TO THE NEXT PAYMENT OF PAYMENTS TO BECOME DUE. NO AGREEMENT MAY BE MADE REQUIRING OR PERMITTING THE MORTGAGEE TO APPLY THE RETURNED PREMIUMS TO THE FINAL PAYMENT OF PAYMENTS ON THE INDEBTEDNESS.

16. Cancellation of Insurance After Default. You agree that if you are in default under this Note, we are authorized to cancel any insurance coverage on the Collateral, to receive and give receipts for any returned premium on such insurance, to endorse in your name any check or draft for those returned premiums, and to apply those returned premiums as a credit against your obligations under this Note.

17. Loss or Damage to Collateral. You agree that you will bear at all times the risk of loss or damage to the Collateral, including loss by theft or destruction. You will still be obligated to pay and perform all of your obligations under this Note despite any such loss or damage. In the event any part of the Collateral is lost or damaged, you agree to send to us written notice of such loss or damage, and of the extent thereof, not later than 10 days after it occurs. We may, at our election, use the insurance proceeds paid as a result of any loss or damage to the Collateral to repair or replace the Collateral or we may apply such proceeds as a credit against your obligations under this Note. You hereby appoint us as your attorney-in-fact to file claims under any policy of insurance covering the Collateral (but we will not be obligated to file any such claim) and to endorse in your name any check or draft representing proceeds of any insurance on the Collateral. In the event of a dispute with any insurer or carrier regarding coverage or the amount to be paid on account of any loss or damage, we may bring an action or join in any action against the insurance carrier, at our election. If we elect not to bring or join in any such action, and you elect to pursue any claim or action against the insurance company, you agree to do so solely at your expense, and you waive any right to require us to join in the claim or action and any right to charge us with any part of the expenses of the claim or action even if we benefit from it.

18. Location, Transfer, and Repair of Collateral. You agree not to move the Manufactured Home without first obtaining our advance written consent. You agree to notify us of any change in the location where any of the other Collateral is kept not later than 10 days after such change of location occurs. You agree not to give, sell, lease, rent or transfer the Collateral to any other person or entity or permit the Collateral to remain in the possession of any

other person or entity for a period of 10 days or more without our advance written consent. You agree not to grant a security interest in the Collateral to any other person or entity. You agree to keep the Collateral in good order and repair, and not to abuse, waste or destroy the Collateral.

19. Use of Collateral. You warrant to us that your primary intended use of the Collateral is shown in Paragraph 5 of this Note. You agree not to use the Collateral in violation of any statute or ordinance or of any policy of insurance covering the Collateral. You agree to comply with the terms of any lease or agreement covering the premises where the Collateral is kept or stored, and to pay when due all charges for the lease of those premises or for the storage of the Collateral. If you fail to pay any such rent or storage charges when due, we may by those charges (but we will not be obligated to pay any such charge), and you agree to reimburse us the amount of those charges upon our request. Such charges will bear interest at the rate set forth in Paragraph 2 hereof. You agree that any such charge paid by us and the interest thereon will be secured by our security interest in the Collateral.

20. Discharge of Liens on Collateral. You agree to pay when due all taxes, assessments, charges, liens and encumbrances at any time levied or placed on the Collateral. If you fail to pay any such charge promptly when due, we may pay such charge (but we will not be obligated to pay any such charge), and you agree to reimburse us the amount of those charges upon our request. Such charges will bear interest at the rate set forth in Paragraph 2 hereof. You agree that any such charge paid by us, and the interest thereon, will be secured by our security interest in the Collateral.

21. Removal of Non-collateral Personal Property. If you are in default under this Note, and after we comply with the notice requirement of Paragraph 8 (if applicable), you agree immediately to remove from the Manufactured Home all of your personal property which is not part of the Collateral. If you fail to remove your personal property from the Manufactured Home and we repossess the Manufactured Home and your personal property while it is on it, you will not hold us responsible in any way for taking your personal property, and we may hold your personal property until you come to claim it. We will not be obligated to hold such property for you or to return it to you or to compensate you for it in any way unless you notify us of your claim that we have taken your personal property which is not a part of the Collateral and furnish a list of the property taken within 48 hours of the time we take possession of the property. Our obligation to compensate you in any event will be limited to the fair rental value of the non-collateral personal property while it was in our possession. You agree to pay any reasonable costs we incur in storing your personal property after we take possession of it. Such charges will be secured by our security interest in the Collateral.

22. Entry of Premises Where Collateral Located. You hereby grant to us and our agents an irrevocable license, coupled with our interest in the Collateral, to come upon any premises where the Collateral is located, whether during daylight or at night and whether the premises are fenced or posted, to inspect the Collateral and, if you are in default under this Note, to repossess the Collateral after we comply with the notice requirement of Paragraph 8 (if applicable). You agree that our entry upon such premises or the Collateral for these purposes will not be a trespass and that our repossession of the Collateral after default will not be a trespass to, or a conversion of, the Collateral. If we should repossess the Collateral or any part of it when you are not in default, you agree that our liability to you will be limited solely to the fair rental value of such Collateral while it was in our possession.

23. Repossession and Sale of Collateral. If you are in default under this Note, and after we comply with the notice requirement of Paragraph 8 (if applicable), we have the right to repossess the Collateral and to sell, lease or otherwise dispose of it in a commercially reasonable manner at a public or private proceeding. After subtracting from the proceeds of the sale or other disposition of the Collateral the costs (including attorneys' fees as provided in Paragraph 8) incurred by us in repossessing the Collateral, repairing it, storing it, preparing it for sale, advertising the sale, and other expenses, we will apply the balance of the proceeds of the sale or other disposition of the collateral as a credit against the amount you owe us under this Note. Any amount by which the proceeds of the Collateral exceeds the amount you owe us under this Note and under any other agreement you have with us which is secured by the Collateral will be paid to you or to the person then entitled to receive such amount by applicable law or agreement. You will remain obligated to us for any deficiency between the balance of the proceeds of the Collateral and the amount you owe us under this Note. You will be entitled to recover the Collateral at any time before we sell it or otherwise dispose of it by paying to us the full amount you owe us under this Note and any other agreement we have with you which is secured by the Collateral and which is in default, plus all expenses, including

reasonable attorneys' fees to the extent permitted by law, we have incurred in repossessing the collateral, preparing it for sale, storing it, and preparing for the sale.

24. **Notice of Foreclosure Sale.** To the extent that we are required to give you notice of any sale or other disposition of the Collateral after default you agree that the requirement of reasonable notice will be met if we mail or deliver the notice to you at your address shown on this Note or such other address as you may have furnished us in writing for that purpose, not later than 10 days before the time of such sale or other disposition of the Collateral. If you move and fail to furnish us written notice of your address change, then you assume responsibility for ensuring that any notice sent to your address shown on this Note is forwarded to your new address.

25. **Continued Perfection of Security Interest.** You will furnish to us such additional information and execute and deliver to us such financing statements, title documents, and other papers, and will do all other acts and things which we may, from time to time reasonably request, in order to perfect and continue perfected security interest in the Collateral, and to continue our security interest as a first lien on the Collateral. You agree that we may record or file a carbon, photostatic or other copy of this Note as a financing statement in any public office necessary or appropriate, and such copy shall have the same effect as if the original signed copy thereof had been recorded or filed.

26. **Assignment of Note to STMS.** You acknowledge and understand that Seller intends to assign this Note to STMS, P.O. Box 2465, 112 North 20th Street, Birmingham, Alabama 35201-2465. You acknowledge that Seller and STMS are separate and wholly independent entities, that Seller is not an agent or representative of STMS for any purpose, that STMS has no right of control over Seller, and that Seller has no right or authority to represent, warrant, speak for, or bind STMS in any way. You acknowledge that you have not relied on any such representation, warranty, or statement in entering into this Note, and you agree that if STMS approves your credit and accepts the assignment, after you receive notice of the assignment you will make your payment under this Note directly to STMS.

27. **Consent to Disclosure.** From time to time, we may become aware of goods or services which may be of interest to you as the owner of the Manufactured Home. You hereby consent that we may furnish our name, address, type of mobile home, and status of property insurance to providers of such goods and services. If those providers should contact you, they will not be acting on our behalf, and you will have absolutely no obligation to purchase anything from them.

28. **Arbitration Agreement and Jury Trial Waiver.** Any controversy or claim arising out of or in any way related to this Note, or any default hereunder, or the purchase, sale, delivery, set-up, quality, or financing of the Manufactured Home or any related furniture, appliance, or other property, product or service, whether based on contract, an alleged tort, or other legal theory, shall be resolved by **BINDING ARBITRATION** administered by the American Arbitration Association ("AAA") under its Commercial Financial Disputes Arbitration Rules. The arbitration shall be conducted in the town or city of the Seller's address shown on page 1 of this Note or in any other location not more than 50 miles from that town or city. Judgment on the arbitration award may be entered in any court having jurisdiction. Any question whether a particular controversy or claim is subject to arbitration shall be decided by arbitrator.

All statutes of limitation which otherwise would apply to an action brought in a court of competent jurisdiction on the controversy or claim will be applicable in the arbitration proceeding. The receipt by the AAA of a written demand for arbitration will be deemed the commencement of an action for such purpose.

Nothing in this Paragraph 28, and no exercise of any right of arbitration hereunder, shall limit the right of you or us (a) to foreclose against any real or personal property collateral by the exercise of any power of sale under this Note, or under any deed of trust, mortgage, or other security agreement or instrument, or under applicable law, (b) to exercise self-help remedies such as: setoff or repossession, or (c) to obtain provisional or ancillary remedies such as pre-judgment seizure of property, sequestration, replevin, or injunctive relief, or to seek or obtain any other equitable relief which does not claim money damages from a court having jurisdiction, whether done before, during, or after the pendency of any arbitration proceeding. The institution and maintenance by you or us of any action for judicial relief, or pursuit of provisional or ancillary remedies, or exercise of self-help remedies shall not constitute a waiver of the right to submit any controversy or claim to arbitration, including any counterclaim in any

such judicial action, and including those controversies or claims arising from the exercise of any such judicial relief, or pursuit of provisional or ancillary remedies, or exercise of self-help remedies. If a demand for arbitration or any counterclaim is made, the entire controversy or claim shall be submitted to binding arbitration pursuant to this Paragraph.

In any arbitration hereunder, the arbitrator shall decide (by documents only or with a hearing, at the arbitrator's discretion) any pre-hearing motions which are substantially similar to motions to dismiss for failure to state a claim or motions for summary judgment.

The arbitrator may, in his or her discretion, award to the prevailing party, if any, as determined by the arbitrator, all pre- and post-award expenses of the arbitration, including the arbitrator's fees and travel expenses, administrative fees, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and if allowed by applicable law or agreement attorneys' fees. Otherwise, the parties shall share equally the arbitrator's fee and travel expenses and administrative fees, and each party shall bear its own expenses.

You, we, and any and all guarantors of this Note hereby WAIVE ALL RIGHT TO TRIAL BY JURY in any claim, action, proceeding or counterclaim by you or us or any guarantors against each other on any matter arising out of or in any way connected with this Note, and/or the relationship of any of the parties and guarantors to one another, including, without limitation, all controversies and claims described in the first sentence of this Paragraph 28, whether the controversy or claim is submitted to arbitration or is tried by a court.

Please read Paragraph 28 and initial here (all signers must initial)

R.Y. Buyer Buyer Guarantor Guarantor

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

By signing below you agree to all of the terms and conditions of this Note including, but not limited to, the Arbitration Agreement and Jury Trial Waiver in Paragraph 28, and you acknowledge that you have received a completed copy of this Note. The signatures below are made under seal.

Seller agrees to the terms of the foregoing Note made by Buyer and hereby assigns the foregoing Note to SouthTrust Bank, National Association (SouthTrust Mobile Services Division), and agrees to all terms of the Dealer's Assignment on page 10.

Seller:

SCHULT HOME CENTER

By: [Signature]

By:

X Robe 24 YMS (SEAL) March 2 2002
Buyer's Signature Date Signed
X (SEAL) 19
Buyer's Signature Date Signed
X (SEAL) 19
Payment Guaranteed Date Signed
(See Guaranty Agreement Below)
X (SEAL) 19
Payment Guaranteed Date Signed
(See Guaranty Agreement Below)

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As used in this Guaranty Agreement the words you and your mean each person signing above it. "Payment Guaranteed". In consideration of the credit extended to Buyer and of other value received by guaranties the prompt and unconditional payment and performance of all of the Buyer's obligations under If there is more than one guarantor, you agree that you are jointly and severally obligated under this Agreement. If the Buyer fails to pay any sum under the Note when it is due to be paid, whether a security of by acceleration, you agree that you will pay the full amount owed by the Buyer under the Note will also pay reasonable attorneys' fees not to exceed 15% of the unpaid debt after default if the holder Note refers to an attorney who is not its salaried employee for collection of the Note as if the Agreement. You agree that you shall be bound by each term and provision of the Note as if the Agreement by you to evidence your primary and individual obligation, and you specifically agree to be bound arbitration agreement and jury trial waiver contained in Paragraph 28 of the Note. Your obligations Guaranty Agreement are absolute and unconditional, and will not be affected by any extension, renewal change in the time of payment under the Note, or any change in the manner, place or terms of payment Note, or the release of, discharge in bankruptcy of, or compromise with the Buyer or any other party of pay sums owed by the Buyer under the Note, or the release of, or failure to perfect any lien or security interest in any collateral for the Buyer's obligations under the Note or your obligations under this Guaranty Agreement. Collateral for the Buyer's obligations under the Note or your obligations under this Guaranty Agreement being entitled to receive payment from you under this Guaranty Agreement. You agree that this Agreement shall continue in effect or shall be reinstated, as the case may be, if at any time all or any of a payment previously applied to the Buyer's obligations under the Note must be returned or rescinded for a whether under present or future federal or state law or regulation relating to bankruptcy, insolvency, or of debtors, and whether upon the claim of a preference, fraudulent transfer, prior lien, or other claim of debtor-in-possession, trustee in bankruptcy or other representative of creditors of Buyer, or otherwise, or by court order, administrative order, or non-judicial settlement and, notwithstanding any termination Guaranty Agreement or cancellation of the Note, you shall remain liable for the full amount returned or and interest thereon as if such amount had never been received by the holder of the Note. You have demand, presentment, dishonor, notice of dishonor, defenses based on suretyship or impairment of collateral, and as on the notice of acceptance of this Guaranty Agreement by the holder of the Note. If there is more than one Buyer, "Buyer", as used herein, means each of them and also all of them, jointly and severally. To the we are required to give you notice of any sale or other disposition of the Collateral after default, you agree requirement of reasonable notice will be met if we mail or deliver the notice to you at your address the separate Notice to Cosigner, or such other address as you may have furnished us in writing for that purpose, later than 10 days before the time of such sale or other disposition of the Collateral. If you move, furnish us written notice of your address change, you assume responsibility for ensuring that any notice your address shown on the separate Notice to Cosigner is forwarded to your new address.

[illegible]

the Collateral under the Note appears on the bill of sale and, where applicable, the certificate of title for the Collateral; that if the Collateral is subject to a state's title laws, Seller has signed an appropriate application for a certificate of title, and, at the time of signing such application, Seller made a physical inspection of the Manufactured Home described in such application, verified that the vehicle identification number and data shown on the application are correct, identified the purchaser(s) signing the application, and witnessed the purchaser(s)' signature(s); that all signatures on the Note are genuine and authorized; that the address of the Buyer is correctly stated on the Note; that during any period of transportation to the Homestead, the integrity of the Manufactured Home was maintained so that it will be livable and durable; that the installation of the Manufactured Home on the Homestead complied with the manufacturer's requirements for its anchoring, support, stability and maintenance; that Seller has inspected both the Manufactured Home and its components and has determined that the Manufactured Home has sustained no structural damage or defects resulting from its transportation or installation, and Seller has also tested the performance of its mechanical and electrical systems and Seller has found them to be in good working condition and adequate for the Buyer's household use; that neither Seller nor, to the knowledge of Seller, the manufacturer or any other party to any transaction related hereto, has loaned, advanced or paid to or for the benefit of the Buyer any of the costs incurred in the Buyer's downpayment, and that such downpayment was made; that the Manufactured Home, any options (large appliances, built-in items and equipment), and any specialty items included in the purchase price of the Manufactured Home or to be financed under the Note have been delivered to or installed or erected on the Homestead, and that any other work to be accomplished at the Homestead under the Note has been completed; that Seller will perform all of its obligations under any warranty in respect to the Manufactured Home (including, without limitation, warranties given pursuant to the Uniform Standards Code for Manufactured Housing); that the Buyer was of full legal age and capacity to execute and deliver the Note; and that each Cosigner (as defined in the F.T.C. Credit Practices Rule) was given the Notice to Cosigner before signing the Guaranty Agreement or the Note. If there is more than one Buyer, the foregoing warranties apply to each such Buyer and also to all of them. If any of the warranties should be breached or untrue, Seller agrees to repurchase the Note from Assignee upon demand and will pay therefor the entire unpaid balance then owing under the Note plus any costs and expenses, including attorneys' fees, incurred by Assignee with respect to the Note and this Dealer's Assignment. Such Assignee shall be cumulative and not exclusive and shall not affect any other right or remedy Assignee may have against Seller. If so requested by Assignee, Seller agrees to resell the Collateral if it is repossessed by Assignee.

Further, Seller agrees to indemnify Assignee against, and hold Assignee harmless from, all claims and defenses of the Buyer, or any of them, against Seller which any such Buyer asserts against Assignee, whether such claims or defenses arise out of the Note or otherwise, and whether such claims or defenses are asserted in connection with Assignee's attempting to collect or enforce the Note or otherwise. The indemnity agreement hereunder shall continue in full force and effect notwithstanding the payment or discharge of the Note. If and when any such claim or defense is asserted by the Buyer or any of them, Seller agrees that it will, upon demand and at the option of Assignee, either repurchase the Note for the then remaining balance due thereon plus all expenses, including attorneys' fees, incurred by Assignee in connection with any such claim or defense, or make the monthly payments on the Note as and when due from Buyer until such claim or defense is determined or resolved in favor of Seller or Assignee and reimburse Assignee for all costs, including attorneys' fees, incurred by Assignee in connection with any such claim or defense.

STATE OF SOUTH CAROLINA
CERTIFICATE OF TITLE
 OF A VEHICLE

VEHICLE NUMBER: 1994
 YEAR: 1994
 MAKE: BUICK
 BODY STYLE: MBH

WEIGHT: 4081
 TITLE NUMBER: 40814928 B
 ODOMETER: *
 DATE: 03-20-2002

OWNER(S):
 JIM HODGES
 29827

VEHICLE BRAND: EXEMPT

1ST LIEN RELEASED BY: AUTHORIZED AGENT

SALES TAX: 35283
 DATE OF SALE: 03-20-2002

THE SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
 HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED
 AS THE LAWFUL OWNER OF THE VEHICLE
 SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH

JIM HODGES
 GOVERNOR

ROSE
 DEPARTMENT OF PUBLIC SAFETY

032678511

SOUTHTRUST BANK
 P O BOX 830862
 BIRMINGHAM AL 35283

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

South Carolina
 Department of Public Safety
 P.O. Box 1498
 Columbia, SC 29216-0024

IMPORTANT
 This Envelope Contains Your
 CERTIFICATE OF TITLE
 "OPEN CAREFULLY"

PRESORTED
 FIRST-CLASS MAIL
 U.S. POSTAGE PAID
 COLUMBIA, S.C.
 PERMIT NO. 543

SOUTHTRUST BANK
 P O BOX 830862
 BIRMINGHAM AL 35283

P.O. Box 477 * Knoxville, TN 37901
(865) 292-2120 * (800) 955-0021
NMLS# 2280 * Fax (877) 830-3100

9/27/2010

Certified Mail #: 7192 1641 0010 0046 7685

ROBERT L YOUMANS
PO BOX 962
FAIRFAX SC 29827

Loan #
Notice Expiration Date: 10/28/2010
Amount to Cure: \$542.55
Late Fee: \$12.37
Serial #: PH15060A9793

NOTICE OF DEFAULT AND RIGHT TO CURE DEFAULT

You are now in default on your credit transaction. You have a right to correct this default within 31 days from the postmarked date of this notice.

If you correct the default, you may continue with the contract as though you did not default. Your default consists of your failure to make monthly payments beginning with your 8/15/2010 payment. You may cure your default by remitting the amount listed above within thirty one (31) days from the postmarked date of this notice.

If you do not correct your default in the time allowed, we may exercise our rights against you under the law by accelerating your contract and repossessing your mobile home. The default of this loan may be reported to an appropriate credit-reporting agency.

You may be responsible for all expenses incurred in the repossession and resale of the above unit and any deficiency may be pursued in a court of law. If this default was caused by your failure to make a payment or payments and you want to pay by mail, please send a certified check or money order. Do not send cash. If you have any questions, write to: 21st Mortgage at the above address or call me at 1-800-955-0021 between the hours of 9:00 AM and 6:00 PM on Monday through Friday. If you wish to avoid this action, please contact us at the above number.

Please be advised further that this letter constitutes neither demand for payment of the captioned debt nor a notice of personal liability to any recipient hereof who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. This letter is being sent to any such parties merely to comply with applicable state law governing foreclosure of liens pursuant to contractual powers of sale.

MELISSA BRYAN
Financial Counselor
21st Mortgage Corp

PLEASE TAKE NOTICE

The Department of Housing and Urban Development (HUD) has approved certain experienced counseling organizations to provide home ownership counseling to qualified borrowers. Home ownership counseling is available free of charge. You may obtain a list of HUD Approved Counseling Agencies by calling toll free 1-800-569-4287. You should contact one of the HUD Counseling Agencies or your local HUD office for more information about these counseling services. If this loan delinquency continues, you could lose your home.

United States Department of Housing and Urban Development Servicemembers Civil Relief Act Notice

Legal Rights and Protections under the SCRA

Servicemembers on "active duty" or "active service," or a dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USC App. 501) (SCRA).

Who May Be Entitled to Legal Protections Under the SCRA?

- * Active duty members of the Army, Navy, Air Force, Marine Corps, Coast Guard, and active service National Guard;
- * Active service members of the commissioned corps of the National Oceanic and Atmospheric Administration;
- * Active service members of the commissioned corps of the Public Health Service;
- * United States citizens serving with the armed forces of a nation with which the United States is allied in the prosecution of a war or military action; and their spouses.

(notice continues on reverse side)

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What Legal Protections Are Servicemembers Entitled To Under the SCRA?

- * The SCRA states that, a debt incurred by a servicemember, or service member and spouse jointly, prior to entering military service shall not bear interest at a rate above 6 percent during the period of military service.
- * The SCRA states that, in a legal action to enforce a debt against real estate that is filed during, or within 90 days after the servicemember's military service, a court may stop the proceedings for a period of time, or adjust the debt. In addition, the sale, foreclosure, or seizure of real estate shall not be valid if it occurs during, or within 90 days after the servicemember's military service unless the creditor has obtained a court order approving the sale, foreclosure, or seizure of the real estate.
- * The SCRA contains many other protections besides those applicable to home loans.

How Does A Servicemember or Dependent Obtain Information About the SCRA?

- * A servicemember or dependent, or both, may request relief under the SCRA by providing the lender a written notice with a copy of the servicemember's military orders. Written notice should be sent to:

21st Mortgage
P.O. Box 477
Knoxville, TN 37901

How Does a Servicemember or Dependent Obtain Information About the SCRA?

- * Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. A military legal assistance office locator for each branch of the armed services is available at:

<http://legalassistance.lew.af.mil/content/locator.php>

- * The U.S. Department of Defense's information resource is "Military One Source." The toll-free telephone numbers for Military One Source are: From the United States: 1-800-342-9647. From outside the United States (where available): 1-800-342-6477. International collect: 484-530-5747.

P.O. Box 477
Knoxville, TN 37901



7192 1641 0010 0046 7685

ROBERT L YOUMANS
PO BOX 962
FAIRFAX SC 29827

P.O. Box 477 * Knoxville, TN 37901
(865) 292-2120 * (800) 955-0021
NMLS# 2280 * Fax (877) 830-3100

9/27/2010

Certified Mail #: 7192 1641 0010 0046 7692

ROBERT L. YOUMANS
632 BEAUFORT AVE
FAIRFAX SC 29827

Loan #: ...
Notice Expiration Date: 10/28/2010
Amount to Cure: \$542.55
Late Fee: \$12.37
Serial #: PH1506GA9793

NOTICE OF DEFAULT AND RIGHT TO CURE DEFAULT

You are now in default on your credit transaction. You have a right to correct this default within 31 days from the postmarked date of this notice.

If you correct the default, you may continue with the contract as though you did not default. Your default consists of your failure to make monthly payments beginning with your 8/15/2010 payment. You may cure your default by remitting the amount listed above within thirty one (31) days from the postmarked date of this notice.

If you do not correct your default in the time allowed, we may exercise our rights against you under the law by accelerating your contract and repossessing your mobile home. The default of this loan may be reported to an appropriate credit-reporting agency.

You may be responsible for all expenses incurred in the repossession and resale of the above unit and any deficiency may be pursued in a court of law. If this default was caused by your failure to make a payment or payments and you want to pay by mail, please send a certified check or money order. Do not send cash. If you have any questions, write to: 21st Mortgage at the above address or call me at 1-800-955-0021 between the hours of 9:00 AM and 6:00 PM on Monday through Friday. If you wish to avoid this action, please contact us at the above number.

Please be advised further that this letter constitutes neither demand for payment of the captioned debt nor a notice of personal liability to any recipient hereof who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. This letter is being sent to any such parties merely to comply with applicable state law governing foreclosure of liens pursuant to contractual powers of sale.

MELISSA BRYAN
Financial Counselor
21st Mortgage Corp

****PLEASE TAKE NOTICE****

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- * Active service members of the commissioned corps of the Public Health Service;
- * United States citizens serving with the armed forces of a nation with which the United States is allied in the prosecution of a war or military action; and their spouses.

(notice continues on reverse side)

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0055

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P.O. Box 477
Knoxville, TN 37901



7192 1641 0010 0046 7692

ROBERT L. YOUNG
632 BEAUFORT AVE
FAIRFAX SC 29827

STATE OF TENNESSEE

COUNTY OF KNOX

VERIFICATION

PERSONALLY appeared before me Whit Reed who being duly sworn, says that s/he is an authorized agent of 21st Mortgage Corporation and has read the foregoing Summons and Complaint and that the allegations thereof are true to the best of his/her own knowledge and belief, except such as are stated to be upon information and as to these, s/he believes them to be true and no portion of the amounts now due have been paid or otherwise satisfied, except as indicated in the attached pleadings.

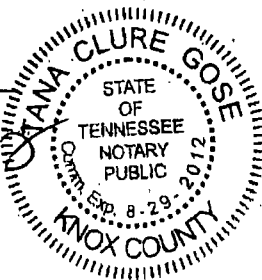
21st Mortgage Corporation

By:

WR
Its: LEGAL COORDINATOR

SWORN TO BEFORE ME this 19th
day of April, 2011.

Jana Clure Gose
Notary Public for Tennessee
My Commission Expires: 8-29-2012



FILED FOR REPORT
2011 APR 28 AM 10:52
CLARE S. ABRAHAM
CLERK OF COURT
ALLENDALE COUNTY, S.C.

STATE OF SOUTH CAROLINA)
)
COUNTY OF ALLENDALE)
)
21st Mortgage Corporation,)
)
Plaintiff,)
)
vs.)
)
Robert Youmans and Tonya Stoney,)
)
Defendants.)
)

IN THE COURT OF COMMON PLEAS
C/A#: 11-CP-03-127

**ANSWER
AND
COUNTERCLAIM**
(Jury Trial Demanded)

FILED FOR RECORD
2011 MAY 18 PM 3:17
CLERK OF COURT
ALLENDALE COUNTY, S.C.

FOR A FIRST DEFENSE

1. Defendants deny any allegation not specifically admitted, denied, or explained herein.
2. Defendants are without knowledge and information sufficient to form a belief as to the truth of the allegations in Paragraph One (1) of Plaintiff's Complaint and thereby deny same and demand strict proof thereof.
3. Defendants admit the allegations of Paragraph Two (2), Three (3), and Four (4).
4. As to Paragraph Five (5), Defendants admit that Robert Youmans agreed to a sales price of Twenty-two Thousand Seven Hundred Fifty and no/100 (\$22,750.00) Dollars and that the sales price plus finance charges totaled Sixty Thousand Three Hundred Ninety-seven and 60/100 (\$60,397.60) Dollars. Defendants deny the remaining allegations of Paragraph Five (5).
5. Defendants deny the allegations of Paragraph Six (6) and demand strict proof thereof.

6. Defendants admit the allegations of Paragraph Seven (7).
7. Defendants deny the allegations of Paragraph Eight (8) and demand strict proof thereof.

FOR A SECOND DEFENSE

8. Defendants incorporate the allegations contained above as fully and completely as if repeated verbatim herein.
9. Plaintiff's claims are barred by an Order for Judgment against The Housing Group, Inc. (d/b/a Schult Home Center of Orangeburg) obtained by Defendants and filed November 8, 2004, in the Allendale County Court of Common Pleas with Case Number 03-CP-03-20, and arising out of Defendants' purchase of the mobile home that is the subject of this action and Installment Contract that was assigned to Plaintiff herein. Said judgment offsets any amount found to be owing under the Installment Contract.

FOR A THIRD DEFENSE
(Statute of Limitations)

10. Defendants incorporate the allegations contained above as fully and completely as if repeated verbatim herein.
11. Plaintiff's claims are barred by the affirmative defense that the statute of limitations expired prior to the commencement of this lawsuit.

FOR A FOURTH DEFENSE
(Laches)

12. Defendants incorporate the allegations contained above as fully and completely as if repeated verbatim herein.
13. Plaintiff's claims are barred by the doctrine of laches.

FOR A FIFTH DEFENSE
(Res judicata)

14. Defendants incorporate the allegations contained above as fully and completely as if repeated verbatim herein.

15. Plaintiff's claims are barred by the affirmative defense res judicata.

FOR A SIXTH DEFENSE
(Waiver)

16. Defendants incorporate the allegations contained above as fully and completely as if repeated verbatim herein.

17. Plaintiff's claims are barred by the affirmative defense waiver.

FOR A SEVENTH DEFENSE
(Accord and Satisfaction)

18. Defendants incorporate the allegations contained above as fully and completely as if repeated verbatim herein.

19. Plaintiff's claims are barred by the affirmative defense of accord and satisfaction.

FOR A EIGHTH DEFENSE
AND BY WAY OF COUNTERCLAIM
(Abuse of Process)

20. Defendants incorporate the allegations contained above as fully and completely as if repeated verbatim herein.

21. Plaintiff, as assignee of the Installment Contract that is the subject of this action, has served process on Defendants and instituted this action against Defendants for the ulterior purpose of avoiding the judgment that Defendants have against The Housing Group, Inc. in the amount of Fifty-four Thousand Six Hundred Fifty-seven and

no/100 (\$ 54,657.00) Dollars plus interest.

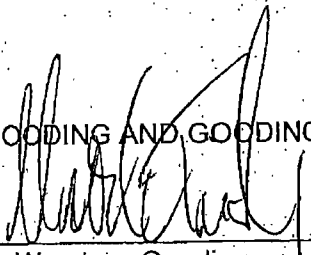
22. By pursuing this Claim and Delivery action against Defendants, Plaintiff is willfully attempting to oust Defendants from their home in an effort to offset the judgment referenced above.

23. As a direct and proximate result of Plaintiff's actions, Defendants have incurred monetary damages and are entitled to punitive damages.

WHEREFORE, the Defendants, having fully answered the Complaint, pray that same be dismissed with costs, for judgment against the Plaintiff for actual and punitive damages and for such other and further relief as the Court may deem just and proper.

GOODING AND GOODING, P.A.

BY:


H. Woodrow Gooding
Mark B. Tinsley
P.O. Box 1000
Allendale, SC 29810
(803) 584-7676
ATTORNEYS FOR DEFENDANTS

Date: 5/18/11

STATE OF SOUTH CAROLINA)
COUNTY OF ALLENDALE)
21ST MORTGAGE CORPORATION,)
Plaintiff,)
vs.)
ROBERT YOUMANS AND)
TONYA STONEY,)
Defendants.)

IN THE COURT OF COMMON PLEAS
C/A NO.: 2011-CP-03-127
PLAINTIFF'S REPLY TO
COUNTERCLAIM OF
DEFENDANTS

FILED FOR RECORD
2011 JUN -2 AM 11:11
CLERK OF COURT
ALLENDALE COUNTY, S.C.

Plaintiff, 21st Mortgage Corporation, replies to the Counterclaim of Defendants, Robert Youmans and Tonya Stoney, as follows:

AS TO THE FIRST DEFENSE

1. Responding to the allegations contained in paragraphs 1 through 7 of Defendants' Counterclaim, Plaintiff repeats and realleges the allegations contained in the Complaint and denies all allegations inconsistent therewith.

AS TO THE SECOND DEFENSE

2. Responding to the allegations contained in paragraph 8 of Defendants' Counterclaim, Plaintiff repeats and realleges the allegations contained in paragraph 1 herein.

3. Plaintiff denies the allegations contained in paragraph 9 of Defendants' Counterclaim.

AS TO THE THIRD DEFENSE
(Statute of Limitations)

4. Responding to the allegations contained in paragraph 10 of Defendants' Counterclaim, Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 3 herein.

5. Plaintiff denies the allegations contained in paragraph 11 of Defendants' Counterclaim.

AS TO THE FOURTH DEFENSE

(Laches)

6. Responding to the allegations contained in paragraph 12 of Defendants' Counterclaim, Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 5 herein.

7. Plaintiff denies the allegations contained in paragraph 13 of Defendants' Counterclaim.

AS TO THE FIFTH DEFENSE

(Res Judicata)

8. Responding to the allegations contained in paragraph 14 of Defendants' Counterclaim, Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 7 herein.

9. Plaintiff denies the allegations contained in paragraph 15 of Defendants' Counterclaim.

AS TO THE SIXTH DEFENSE

(Waiver)

10. Responding to the allegations contained in paragraph 16 of Defendants' Counterclaim, Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 9 herein.

11. Plaintiff denies the allegations contained in paragraph 17 of Defendants' Counterclaim.

AS TO THE SEVENTH DEFENSE

(Accord and Satisfaction)

12. Responding to the allegations contained in paragraph 18 of Defendants' Counterclaim, Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 11 herein.

13. Plaintiff denies the allegations contained in paragraph 19 of Defendants' Counterclaim.

AS TO THE EIGHTH DEFENSE AND COUNTERCLAIM

(Abuse of Process)

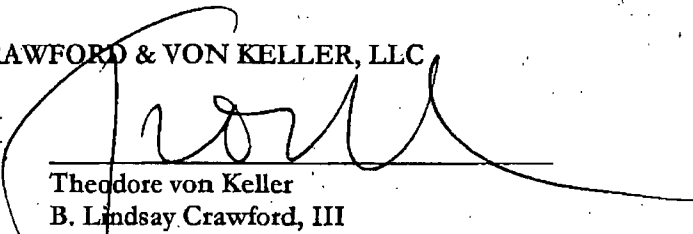
14. Responding to the allegations contained in paragraph 20 of Defendants' Counterclaim, Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 13 herein.

15. Plaintiff denies the allegations contained in paragraphs 21, 22 and 23 of Defendants' Counterclaim.

WHEREFORE, having fully replied, Plaintiff prays that the Counterclaim against it be dismissed, that its rights be protected and for such other and further relief as this Court deems just, fit and proper.

CRAWFORD & VON KELLER, LLC

BY



Theodore von Keller

B. Lindsay Crawford, III

Sara C. Hutchins

1640 St. Julian Place, Columbia, SC 29204

Post Office Box 4216, Columbia, SC 29240

(803) 790-2626

Attorneys for Plaintiff

Columbia, South Carolina
May 31, 2011

STATE OF SOUTH CAROLINA

COUNTY OF ALLENDALE

21st Mortgage Corporation,

Plaintiff,

vs.

Robert Youmans and Tonya Stoney,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A#: 11-CP-03-127

**AMENDED ANSWER
AND
COUNTERCLAIM
(Jury Trial Demanded)**

FOR A FIRST DEFENSE

1. Defendants deny any allegation not specifically admitted, denied, or explained herein.
2. Defendants are without knowledge and information sufficient to form a belief as to the truth of the allegations in Paragraph One (1) of Plaintiff's Complaint and thereby deny same and demand strict proof thereof.
3. Defendants admit the allegations of Paragraph Two (2), Three (3), and Four (4).
4. As to Paragraph Five (5), Defendants admit that Robert Youmans agreed to a sales price of Twenty-two Thousand Seven Hundred Fifty and no/100 (\$22,750.00) Dollars and that the sales price plus finance charges totaled Sixty Thousand Three Hundred Ninety-seven and 60/100 (\$60,397.60) Dollars. Defendants deny the remaining allegations of Paragraph Five (5).
5. Defendants deny the allegations of Paragraph Six (6) and demand strict proof thereof.

6. Defendants admit the allegations of Paragraph Seven (7).
7. Defendants deny the allegations of Paragraph Eight (8) and demand strict proof thereof.

FOR A SECOND DEFENSE

8. Defendants incorporate the allegations contained above as fully and completely as if repeated verbatim herein.
9. Plaintiff's claims are barred by an Order for Judgment against The Housing Group, Inc. (d/b/a Schult Home Center of Orangeburg) obtained by Defendants and filed November 8, 2004, in the Allendale County Court of Common Pleas with Case Number 03-CP-03-20, and arising out of Defendants' purchase of the mobile home that is the subject of this action and Installment Contract that was assigned to Plaintiff herein. Said judgment offsets any amount found to be owing under the Installment Contract.

FOR A THIRD DEFENSE
(Statute of Limitations)

10. Defendants incorporate the allegations contained above as fully and completely as if repeated verbatim herein.
11. Plaintiff's claims are barred by the affirmative defense that the statute of limitations expired prior to the commencement of this lawsuit.

FOR A FOURTH DEFENSE
(Laches)

12. Defendants incorporate the allegations contained above as fully and completely as if repeated verbatim herein.
13. Plaintiff's claims are barred by the doctrine of laches.

FOR A FIFTH DEFENSE
(Res judicata)

14. Defendants incorporate the allegations contained above as fully and completely as if repeated verbatim herein.

15. Plaintiff's claims are barred by the affirmative defense res judicata.

FOR A SIXTH DEFENSE
(Waiver)

16. Defendants incorporate the allegations contained above as fully and completely as if repeated verbatim herein.

17. Plaintiff's claims are barred by the affirmative defense waiver.

FOR A SEVENTH DEFENSE
(Accord and Satisfaction)

18. Defendants incorporate the allegations contained above as fully and completely as if repeated verbatim herein.

19. Plaintiff's claims are barred by the affirmative defense of accord and satisfaction.

FOR A EIGHTH DEFENSE
AND BY WAY OF COUNTERCLAIM
(Abuse of Process)

20. Defendants incorporate the allegations contained above as fully and completely as if repeated verbatim herein.

21. Plaintiff, as assignee of the Installment Contract that is the subject of this action, has served process on Defendants and instituted this action against Defendants for the ulterior purpose of avoiding the judgment that Defendants have against The Housing Group, Inc. in the amount of Fifty-four Thousand Six Hundred Fifty-seven and

no/100 (\$ 54,657.00) Dollars plus interest.

22. By pursuing this Claim and Delivery action against Defendants, Plaintiff is willfully attempting to oust Defendants from their home in an effort to offset the judgment referenced above.

23. As a direct and proximate result of Plaintiff's actions, Defendants have incurred monetary damages and are entitled to punitive damages.

FOR A NINTH DEFENSE
AND BY WAY OF COUNTERCLAIM

24. Defendants incorporate the allegations contained above as fully and completely as if repeated verbatim herein.

25. On or about January 22, 2003, Defendants filed suit against The Housing Group, Inc. (d/b/a Schult Home Center of Orangeburg) in the Allendale County Court of Common Pleas with civil action number 03-CP-03-20. In said lawsuit, Defendants asserted causes of action for negligence, breach of express and implied warranties, unfair trade practices, and restitution arising out of Defendants' purchase of the mobile home which is also the subject of this current litigation.

26. Defendants properly served the Summons and Complaint described above on The Housing Group on June 27, 2003, and thereafter obtained an entry of default against The Housing Group. Upon motion of Defendants, the Court referred the issue of damages to the Special Referee. After a Hearing to Ascertain Damages held on August 30, 2004, the Special Referee entered an Order of Judgment in favor of Defendants against The Housing Group in the amount of \$54,657.00. The Order for Judgment was properly recorded with the Allendale County Clerk of Court on November 8, 2004. A copy

of the Order for Judgment is attached hereto as Exhibit A and incorporated by reference.

27. Despite the Order of Judgment, Defendants continued to make payments on the subject mobile home until December 27, 2010.

28. After Defendants' purchase of the mobile home from The Housing Group, Inc., the installment contract was assigned to SouthTrust Bank, NA. On or about February 16, 2005, Plaintiff herein purchased the installment contract from SouthTrust. Plaintiff is therefore an assignee of the rights of The Housing Center, Inc.

29. On April 28, 2011, the Plaintiff, as a holder in due course, filed this action against the Defendants seeking permanent possession of the mobile home from Defendants, the right to sell the mobile home, and the right to pursue a deficiency judgment against Defendants.

30. The alleged debt upon which Plaintiff has brought this suit arises out of a consumer credit sale.

31. Pursuant to S.C. Code Ann. § 37-2-403, Plaintiff is subject to all claims and defenses the Defendants have against The Housing Center, Inc.

32. Defendants made a good faith attempt to obtain satisfaction from the seller as evidenced by the lawsuit with civil action 03-CP-03-20 and resulting Order for Judgment attached hereto.

33. Moreover, Defendants gave Plaintiff written notice of the claims against the seller on November 8, 2004, when the Order for Judgment was recorded against the seller in Allendale County.

34. Pursuant to S.C. Code Ann. § 37-2-404, Defendants' Order for Judgment is valid against Plaintiff herein up to the amount owing on the obligation as of November 8,

2004. Therefore, Plaintiff is responsible for paying Defendants the amount of the Order of Judgment up to the amount that was owing on the obligation as of November 8, 2004.

FOR A TENTH DEFENSE
AND BY WAY OF COUNTERCLAIM
(Declaratory Judgment)

35. Defendants incorporate the allegations contained above as fully and completely as if repeated verbatim herein.

36. Defendants request this Court to declare that Plaintiff is responsible for paying the Order of Judgment attached hereto as Exhibit A up to the amount of the obligation that was owing as of November 8, 2004, and to determine the amount of the obligation as of November 8, 2004.

WHEREFORE, the Defendants, having fully answered the Complaint, pray that same be dismissed with costs, for judgment against the Plaintiff for actual and punitive damages and for such other and further relief as the Court may deem just and proper.

GOODING AND GOODING, P.A.

BY:

H. Woodrow Gooding
Mark B. Tinsley
P.O. Box 1000
Allendale, SC 29810
(803) 584-7676
ATTORNEYS FOR DEFENDANTS

Date: April 16, 2012

STATE OF SOUTH CAROLINA)

COUNTY OF ALLENDALE)

21st Mortgage Corporation,)

Plaintiff,)

vs.)

Robert Youmans and Tonya)

Youmans,)

Defendants.)

IN THE COURT OF COMMON PLEAS

Civil Action No. 2011-CP-03-127

**REPLY TO AMENDED ANSWER
AND COUNTERCLAIM**

CLERK OF COURT
ALLENDALE COUNTY, S.C.

2012 MAY 14 PM 1:02

Plaintiff 21st Mortgage Corporation hereby responds to the Amended Answer and Counterclaim of Defendants Robert Youmans and Tonya Youmans as follows:

FIRST DEFENSE

1. Plaintiff does not believe that a response is required to Paragraphs 1 through 20 of the Amended Answer and Counterclaim. To the extent that a response is deemed necessary, Plaintiff denies all allegations inconsistent with its Complaint and this Reply.

2. Plaintiff denies the allegations contained in Paragraphs 21, 22, and 23 of the Amended Answer and Counterclaim.

3. Responding to Paragraph 24 of the Amended Answer and Counterclaim, Plaintiff realleges and incorporates herein by reference the allegations contained in Paragraphs 1 and 2 above.

4. Plaintiff admits, upon information and belief, the allegations contained in Paragraphs 25, 26, and 27 of the Amended Answer and Counterclaim.

5. Plaintiff denies the allegations contained in Paragraphs 28 of the Amended Answer and Counterclaim.

6. Plaintiff admits the allegations contained in Paragraphs 29 and 30 of the Amended Answer and Counterclaim.

7. Plaintiff denies the allegations contained in Paragraphs 31, 32, 33, and 34 of the Amended Answer and Counterclaim.

8. Responding to Paragraph 35 of the Amended Answer and Counterclaim, Plaintiff realleges and incorporates herein by reference the allegations contained in Paragraphs 1 through 7 above.

9. Plaintiff denies the allegations contained in Paragraph 36 of the Amended Answer and Counterclaim.

SECOND DEFENSE

10. The Amended Answer and Counterclaim fails to state a claim against Plaintiff upon which relief can be granted.

THIRD DEFENSE

11. Any allegation of the Amended Answer and Counterclaim not admitted, qualified, or explained is denied.

FOURTH DEFENSE

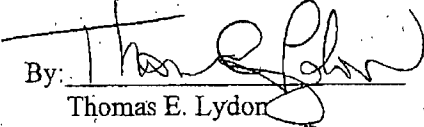
12. The claims asserted against Plaintiff in the Amended Answer and Counterclaim are barred by the applicable statutes of limitations.

FIFTH DEFENSE

13. The claims asserted against Plaintiff in the Amended Answer and Counterclaim are barred by the affirmative defenses of waiver, estoppel, laches, and payment.

WHEREFORE, Plaintiff prays for the relief demanded in its Complaint, that the claims against it be dismissed with prejudice, for the fees and costs incurred in responding to the Amended Answer and Counterclaim, and for such other and further relief as the Court may deem just and proper.

McANGUS, GOUDELOCK & COURIE, LLP

By: 

Thomas E. Lydon
1320 Main Street, 10th Floor
Post Office Box 12519
Columbia, South Carolina 29211
(803) 779-2300

May 11, 2012

Attorneys for 21st Mortgage Corporation

1 THE COURT: This is civil action number 2011-CP-03-127.
2 Present before me for the plaintiff is Thomas Lydon. For
3 the defendants is Mark Tinsley.

4 When I pre-tried this case yesterday, Mr. Lydon asked
5 me for some additional time. Number one, he wished to file
6 a motion which he has sent to my office today for summary
7 judgment. Number Two, he wanted time to meet with his
8 client. I granted his request for the additional time, set
9 the matter at the consent of both sides for hearing today in
10 Walterboro.

11 We put on the record in Allendale certain things
12 yesterday. Both sides agree that there is no material issue
13 of fact in this case; is that correct, Mr. Lydon?

14 MR. LYDON: That's correct, Your Honor.

15 THE COURT: Is that correct, Mr. Tinsley?

16 MR. TINSLEY: It is, Your Honor.

17 THE COURT: Mr. Tinsley filed his motion for summary
18 judgment, which I received yesterday. Mr. Lydon filed his
19 motion for summary judgment, both dated June 10th, 2013,
20 which I received today. We put on the record, yesterday,
21 certain things which both sides stipulated to would be a
22 part of the record in this case before I begin to hear
23 arguments. Even though both sides agree there is no
24 material issue of fact, both sides do agree on certain facts
25 which are undisputed for purposes of my hearing that are now

1 cross-motions for summary judgment.

2 First of all, both sides agree that on November 5th,
3 2004, the defendants in this case, and I use that term
4 defendants -- Mr. Tinsley, so that I'm correct, did both
5 defendants obtain a judgment or just one of the defendants?

6 MR. TINSLEY: Both did, Your Honor.

7 THE COURT: All right. Then I was using the plural
8 correctly. Both defendants, Robert Youmans and Tonya
9 Stoney, acquired a judgment on November 5th, 2004, which was
10 against the seller of the mobile home. I put on the record
11 the name of the seller yesterday. Mr. Tinsley, you will
12 have to refresh my memory now.

13 MR. TINSLEY: Schultz Home Service.

14 THE COURT: Schultz Home Service; that judgment was
15 recorded on November 8th, 2004. The judgment was in the
16 amount of \$54,657, and since November 8th, 2004, has accrued
17 post-judgment interest at the legal rate prescribed by law.

18 The plaintiff in this matter, 21st Mortgage
19 Corporation, is an assignee of the original seller's
20 consumer credit contract for the mobile home. Both sides
21 agree that according to the consumer credit contract, which
22 is in the file in the Clerk's Office in Allendale, as well
23 as South Carolina Code Section 37-2-404 (1)(2), the
24 plaintiff, 21st Mortgage Corporation is subject to all
25 claims and defenses which the defendants could assert

1 against the seller. Both sides also agree that the current
2 amount owed on the payoff amount on the consumer credit
3 contract as of today's hearing is ---

4 MR. TINSLEY: \$25,633.74.

5 THE COURT: Is that correct, Mr. Lydon?

6 MR. LYDON: That's correct, Your Honor.

7 THE COURT: Both sides also agree that the judgment
8 that was obtained against the seller remains enrolled in
9 Allendale County and as of a date which has become
10 argumentatively significant to the parties, May the 8th,
11 2011, which was the date the plaintiff, 21st Mortgage
12 Corporation, agrees they received written notice by way of
13 counterclaim. That the judgment was valued on that date at
14 \$114,657.71, with accrued post-judgment interest.

15 Both sides stipulate and agree that the plaintiff first
16 received written notice of the judgment on that date, May
17 8th, 2011, the date that the defendants counterclaimed to
18 the plaintiff's action, which was an action for claim and
19 delivery.

20 Both sides also agree, and Mr. Lydon has also pointed
21 out to this Court yesterday, and I don't know if I've put it
22 on the record. Both sides agree that the mobile home, which
23 is the subject matter of this action, that the fair marked
24 value, regardless of what it is, because I've been given
25 several figures by the lawyers, but the mobile home fair

1 market value, both sides agree, is far less than the amount
2 of the judgment on May 8th, 2011, which at that time was
3 \$114,657.71.

4 The amount of the judgment as of today is \$144,701.93.

5 THE COURT: Do you agree, Mr. Lydon?

6 MR. LYDON: That sounds right, Your Honor.

7 THE COURT: Both sides agree that the amount of
8 judgment today is that figure, which has been published and
9 agreed to by counsel. Mr. Lydon wanted to make sure that
10 the Order of Judge Mullen was made a part of the record of
11 this hearing, and I have brought the file from Allendale,
12 and the Order that Mr. Lydon refers to is dated January
13 19th, 2012, and it is Judge Mullen's Order, and it came
14 before her on plaintiff 21st Mortgage Corporation's motion
15 for summary judgment. I have reviewed that Order and it is
16 made a part of the record by agreement.

17 I note that there was a motion for reconsideration and
18 that that motion for reconsideration was denied by Judge
19 Mullen; is that correct, Mr. Lydon?

20 MR. LYDON: That's my understanding, Your Honor. I was
21 not in the case at that time.

22 THE COURT: I understand that, but you've taken over
23 the file. Is that correct, Mr. Tinsley?

24 MR. TINSLEY: It is, Your Honor.

25 THE COURT: And she denied the motion for

1 reconsideration. Mr. Lydon also wanted to make sure that
2 the affidavit of Amanda Wolfe, which was used in the
3 argument of the motion for summary judgment before Judge
4 Mullen when she entered her Order is also made a part of the
5 record for purposes of today's hearing.

6 And let's see if I've left anything out.

7 MR. TINSLEY: Your Honor, I think the only two things
8 were Marty Harvey's judgment, the original judgment, and the
9 installment note and contract itself.

10 THE COURT: Both parties agreed that they would make
11 part of the record of this hearing today the Order of J.
12 Martin Harvey, and also that they would make the installment
13 contract, which is the subject matter of this litigation a
14 part of the record of this hearing. And copies have been
15 given of all of those documents to the court reporter; is
16 that right, Becky?

17 COURT REPORTER: That's true.

18 MR. LYDON: Judge, one other thing. Mr. Tinsley also
19 wanted the payment history to be part of the record in this.

20 THE COURT: Yes, he did, and you agreed to that. I
21 hope my court reporter got a copy of that. She's indicating
22 to me that she did get it, and the payment history is also
23 made a part of the record, which shows what payments were
24 made by Mr. Youmans and/or Tonya Stoney, or Mr. Youmans on
25 behalf of Tonya Stoney and balances owed. Have I now

1 covered everything that was asked to be made part of the
2 record today, insofar as the plaintiff is concerned?

3 MR. LYDON: Yes, Your Honor.

4 THE COURT: Insofar as the defendants are concerned?

5 MR. TINSLEY: Yes, Your Honor.

6 THE COURT: All right. Now, the only way to do this
7 when I have this is I take them in the order in which they
8 were presented to me. Mr. Tinsley, yours is dated the same
9 day, but yours was filed first, so I'll be happy to hear
10 from you first. You both agree that it's not necessary even
11 though you've filed cross-motions for summary judgment for
12 both of you to argue twice, but if you want to, I will.

13 MR. LYDON: I think ---

14 THE COURT: I'm going to give you all the time you
15 want, so it's not going to be a time limit if anybody's
16 worried about that. The only difference would be,
17 obviously, I don't want to continue to have a continuance
18 argument, so I'm assuming Mr. Tinsley will argue and then
19 you will argue, and that will be sufficient for me to
20 understand, because I think I understand what y'all have
21 agreed to fact-wise completely. Is that okay with you, Mr.
22 Tinsley?

23 MR. TINSLEY: Yes, sir.

24 THE COURT: Is that okay with you, Mr. Lydon?

25 MR. LYDON: Yes, Your Honor.

STATE OF SOUTH CAROLINA

COUNTY OF ALLENDALE

21st Mortgage Corporation,

Plaintiff,

vs.

Robert Youmans and Tonya Stoney,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A#: 11-CP-03-127

DEFENDANT'S
MOTION FOR SUMMARY JUDGMENT

YOU WILL PLEASE TAKE NOTICE that the Defendants will move before the Court for an Order granting Defendants' Motion for Summary Judgment based on the following:

There is no genuine issue of material fact that:

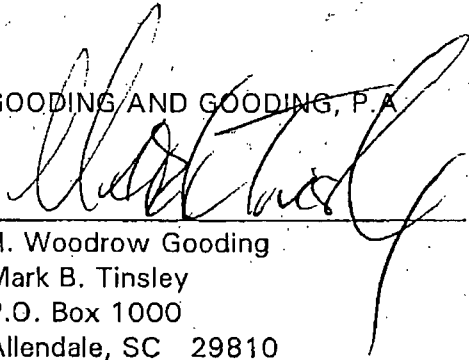
- (1) On November 5, 2004, Defendants acquired a judgment against the seller of the mobile home, which was recorded on November 8, 2004;
- (2) The judgment was in the amount of \$54,657.00 and accrued post-judgment interest at a rate of 12% per year;
- (3) Plaintiff is an assignee of the original seller's consumer credit contract for consumer goods;
- (4) According to the consumer credit contract as well as S.C. Code ann. 37-2-404, Plaintiff is subject to all claims and defenses which the Defendants could assert against the seller;

- (5) The judgment against the Seller is valid and as of May 8, 2011, was valued at \$114,657.71;
- (6) Plaintiff first received written notice of the claimed judgment on May 8, 2011, when Defendants counterclaimed;
- (7) As of December 15, 2010, Plaintiff indicated the payoff amount on the consumer credit contract was \$19,709.34;
- (8) As of August 29, 2012, Plaintiff indicated the payoff amount on the consumer credit contract was \$23,714.37; and
- (9) Accordingly, the amount claimed by Plaintiff does not exceed the amount Defendants are owed on their judgment as of May 8, 2011.

Therefore, as a matter of law, Defendants are entitled to a judgment denying Plaintiff's action for claim and delivery and holding they are free from any further indebtedness or obligations to Plaintiff or its successors or assigns.

GOODING AND GOODING, P.A.

BY:


H. Woodrow Gooding
Mark B. Tinsley
P.O. Box 1000
Allendale, SC 29810
(803) 584-7676
ATTORNEYS FOR DEFENDANTS

Date: June 10, 2013

STATE OF SOUTH CAROLINA)

COUNTY OF ALLENDALE)

21st Mortgage Corporation,)

Plaintiff,)

vs.)

Robert Youmans and Tonya)

Stoney,)

Defendants.)

IN THE COURT OF COMMON PLEAS

Civil Action No. 2011-CP-03-127

**PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT**

FILED FOR RECORD
2013 JUN 13 AM 10:50
CLERK OF COURT
JULIA J. COOPER, S.C.

TO: MARK TINSLEY, ESQUIRE, ATTORNEY FOR DEFENDANTS

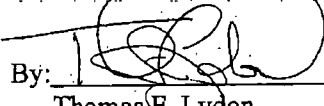
You will please take notice that the undersigned will move before the Honorable Perry Buckner for an Order granting summary judgment on the Plaintiff's Complaint for claim and delivery of the mobile home described in the Complaint. The basis for this Motion is that there is no genuine issue of material fact, and Plaintiff is entitled to judgment as a matter of law. More specifically, the following facts are undisputed:

1. Plaintiff is the holder of the Installment Note and Security Agreement that is the subject of this action;
2. The Installment Note is secured by a lien against the mobile home owned by Defendant Robert Youmans and occupied by Defendant Tonya Stoney;
3. The last payment received on the Installment Note was a partial payment of \$135.00, received on December 27, 2010.

This motion will be based upon Rule 56 of the South Carolina Rules of Civil Procedure, applicable statutory and case law, the pleadings and other filings in this matter, the Order for

Judgment entered in the case of *Youmans v. The Housing Group, Inc.*, Civil Action No. 2003-CP-03-20, and the Affidavit of Amanda Wolfe.

McANGUS, GOUDELOCK & COURIE, LLP

By: 

Thomas E. Lydon
1320 Main Street, 10th Floor
Post Office Box 12519
Columbia, South Carolina 29211
(803) 779-2300

June 10, 2013

Attorneys for 21st Mortgage Corporation

STATE OF SOUTH CAROLINA)

COUNTY OF ALLENDALE)

21st Mortgage Corporation,)

Plaintiff,)

vs.)

Robert Youmans and Tonya)

Stoney,)

Defendants.)

IN THE COURT OF COMMON PLEAS

Civil Action No. 2011-CP-03-127

**PLAINTIFF'S MOTION TO
ALTER OR AMEND**

FILED FOR RECORD
2013 JUL 25 AM 11:12
CLERK OF COURT
JULY 25, 2013
ALLSOUTH S.C.

TO: MARK TINSLEY, ESQUIRE, ATTORNEY FOR DEFENDANTS

You will please take notice that on the tenth (10th) day after service hereof, or as soon thereafter as may be scheduled, the undersigned will move before the Honorable Perry M. Buckner, pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure, for an Order altering or amending the Order filed in the referenced matter on July 15, 2013.

The grounds for this Motion are as follows:

1. Paragraph 4 of the Order summarizes the judgment obtained by Defendants against The Housing Group, Inc., but omits the material facts that the judgment was a default judgment and that no one appeared on behalf of The Housing Group, Inc. at the damages hearing.

2. Paragraph 6 of the Order states that the judgment against The Housing Group, Inc. was enrolled in Allendale County and Orangeburg County, but omits the material fact that it was only enrolled in the name of "The Housing Group, Inc.", and not in the name of "Schult Home Center."

3. Paragraph 11 of the Order contains facts that are not in the record and should be deleted from the Order.

4. Paragraph 12 of the Order contains facts not in the record and should be deleted from the Order.

5. Paragraph 14 of the Order should be amended set forth the basis for the calculation of the judgment amounts. Specifically, the calculation should be itemized to show actual damages, treble damages, attorney's fees, and post-judgment interest.

6. Paragraph 17 of the Order should be amended because there is nothing in the record to establish that the value of the mobile home is far less than the amount owed to Plaintiff.

7. The Order does not address Plaintiff's argument that it is not bound by a default order entered in a lawsuit to which neither it nor its assignor was a party. *See Carolina Renewal, Inc. v. S.C. Dept. of Transportation*, 385 S.C. 550, 684 S.E.2d 779 (Ct. App. 2009); *Pye v. Aycock*, 325 S.C. 426, 480 S.E.2d 455 (Ct. App. 1997), *citing Restatement (Second) of Judgments* §28.

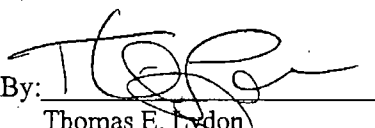
8. The Order does not address Plaintiff's argument that collateral estoppel does not apply in this action with respect to the judgment obtained by Defendants against The Housing Group, Inc. *See Carolina Renewal, Inc. v. S.C. Dept. of Transportation*, 385 S.C. 550, 684 S.E.2d 779 (Ct. App. 2009); *Pye v. Aycock*, 325 S.C. 426, 480 S.E.2d 455 (Ct. App. 1997), *citing Restatement (Second) of Judgments* §28.

9. The Order does not address Plaintiff's argument that it is not subject to the treble damages and attorney's fees awarded in Defendants' lawsuit against The Housing Group, Inc.

See Crews v. Altavista Motors, Inc., 65 F.Supp.2d 388 (W.D. Va. 1999); *Reagans v. Mountainhigh Coachworks, Inc.*, 117 Ohio St.3d 22, 881 N.E.2d 245 (2008).

This motion will be based upon the record in this case, the South Carolina Rules of Civil Procedure, and applicable statutory and case law.

McANGUS, GOUDELOCK & COURIE, LLP

By: 

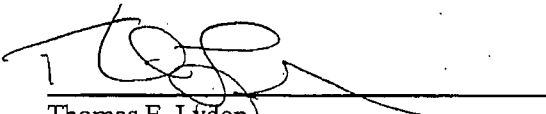
Thomas E. Lydon
1320 Main Street, 10th Floor
Post Office Box 12519
Columbia, South Carolina 29211
(803) 779-2300
Attorneys for 21st Mortgage Corporation

July 24, 2013

CERTIFICATE OF SERVICE

I hereby certify that I have this 24th day of July, 2013, served a copy of Plaintiff's Motion to Alter or Amend by mailing a copy of same, postage prepaid, in the United States mail, with sufficient postage affixed as follows:

Mark B. Tinsley, Esquire
P.O. Box 1000
Allendale, SC 29810


Thomas E. Lydon

STATE OF SOUTH CAROLINA
COUNTY OF ALLENDALE
ROBERT YOUMANS AND TONYA
STONEY,

PLAINTIFFS,

-vs-

THE HOUSING GROUP, INC. (d/b/a
SCHULT HOME CENTER OF
ORANGEBURG,

DEFENDANTS.

IN THE COURT OF COMMON PLEAS
C/A # 03-CP-03-20

ORDER FOR JUDGMENT

FILED FOR RECORD
2004 NOV -8 AM 10:39
CLERK OF COURT
ALLENDALE COUNTY, S.C.

This matter came before me upon a Hearing to Ascertain Damages on Monday, August 30, 2004. Present at the hearing were Plaintiffs and their attorney, Mark B. Tinsley, Esquire. No one appeared on behalf of Defendant.

I have reviewed the pleadings and other documents on file with the Clerk of Court for Allendale County in this matter and, after conducting the Damages Hearing and reviewing the evidence presented, I find that the Summons and Complaint was filed on January 22, 2003; that Defendant's agent Everette W. Berry, III was served personally with the Summons and Complaint on June 27, 2003; that Defendant was found to be in default by virtue of an Order signed by the Honorable Rodney A. Peebles, filed on October 31, 2003.

At the hearing, Plaintiffs presented testimony and evidence concerning their damages. Specifically, Dale Gommer of Carolina Homes testified that he is in the business of buying, selling, and inspecting manufactured homes. Mr. Gommer further



testified that he inspected Plaintiffs' manufactured home, and based on his experience and expertise in the manufactured housing business, it was his opinion that the total estimate of repairs to Plaintiffs' manufactured home is \$11,424.00. Plaintiffs presented to the Court as evidence Mr. Gommer's Condition Report/Repair Estimate which sets forth in detail the specific repairs necessary for Plaintiffs' home. Mr. Gommer also testified that Plaintiffs will have to vacate their home and remove all of their belongings while the repairs are being made, and Plaintiffs will therefore incur loss of use of their home. Plaintiffs testified that they checked with local hotels and storage facilities to estimate the value of the loss of use of their home. Based on Plaintiffs' testimony, staying at a hotel and storing their personal effects at a storage facility during the time of the repairs will cost Plaintiffs \$2,149.00.

Therefore, based on the evidence and testimony presented by Plaintiffs, I find that Plaintiffs incurred the following in actual damages:

\$11,424.00	Repair Costs
\$2,100.00	Loss of Use
<u>\$49.00</u>	Additional Loss of Use
\$13,573.00	

Based on the egregious nature of Defendant's conduct, I hereby award treble damages bringing the total damages to \$40,719.00, costs for this action totaling \$540.00, and attorney fees for Mark B. Tinsley in the amount of \$13,573.00.

WHEREFORE, it is hereby Ordered, Adjudged and Decreed that the Plaintiffs herein have judgment against Defendant in the total sum of \$54,657.00.

AND IT IS SO ORDERED.



J. Martin Harvey, Jr.
Special Referee

Dated: November 5, 2004
Barnwell, South Carolina

EXCEPT TO THE EXTENT THAT THE UNITED STATES ARBITRATION ACT APPLIES, THIS AGREEMENT IS SUBJECT TO ARBITRATION UNDER THE PROVISIONS OF THE SOUTH CAROLINA UNIFORM ARBITRATION ACT.

SD-MH-15 (ED 11/95)

INSTALLMENT NOTE, SECURITY AGREEMENT AND DISCLOSURE STATEMENT

Date: 3-20-02 19

Debtor:

ROBERT YOUMANS

Secured Party:

SCHULT HOME CENTER

Name of Buyer

Seller, the creditor making the disclosures in this transaction

Name of Co-Buyer

Residence Address

Address

City

County

State

Zip

City

County

State

Zip

ANNUAL PERCENTAGE RATE

The cost of your credit as a yearly rate.

11.99 %

FINANCE CHARGE

The dollar amount the credit will cost you.

\$ 3690.60

Amount Financed

The amount of credit provided to you or on your behalf.

\$ 22495.00

Total of Payments

The amount you will have paid after you have made all payments as scheduled.

\$ 59397.60

Total Sale Price

The total cost of the purchase including the cost of the credit, less your down payment.

\$ 1000.00

Your payment schedule will be:

Number of Payments

240

Amount of Payments

\$247.49

When Payments Are Due

Monthly, Beginning APRIL 01, 2002You may obtain property insurance from anyone that is acceptable to SCHULT HOME CENTERIf you get the insurance from SCHULT HOME CENTER, you will payProperty Insurance: \$ 425.00 for 12 months coverage.Flood Insurance: \$ for months coverage.

Security:

You are giving a security interest in:
☒ the goods or property being purchased.
☐ (brief description of other property)

Title Fee and/or Recording Fee: \$ 5.00

Late Charge: If a payment is more than 10 days late, you will be charged 5% of the amount that is late, but not less than \$5.00 or more than \$12.50.

Prepayment: If you pay off early, you will not have to pay a penalty and you
☐ may ☒ will not be entitled to a refund of part of the finance charge.

Assumptions: Someone buying your home may, subject to conditions, be allowed to assume the remainder of the obligation on the original terms.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

© SouthTrust Mobile Services, 1994, 1996

Itemization of Amount Financed

1. Cash price, composed of:		4. Other charges, including amounts paid to others on your behalf (we may be retaining a portion of this amount)	
a. manufactured home, furniture, appliances, etc.	\$ 22450.00	a. title fee	\$ 5.00
b. state and local sales taxes	\$ 300.00	a. public officials for recording fees and taxes	\$
Total cash price	\$ 22750.00 (1)	c. to appraisers	\$
2. Downpayment, consisting of:		d. gifthood certification services	\$ 15.00
a. net trade-in allowance	\$	e. to insurance companies	\$ 405.00
year make model		f. g. EXTENDED WARRANTY	\$ 320.00
b. cash downpayment	\$ 1000.00	h. other	\$
Total downpayment	\$ 1000.00 (2)	Total other charges	\$ 745.00 (4)
3. Amount paid on your Account		5. Unpaid Balance (3) + (4)	\$ 224.00 (5)
a. unpaid balance of cash price (1) - (2)	\$ 21750.00	6. Prepaid finance charge	\$
b. prepaid finance charge	\$	7. Amount Financed (5) - (6)	\$ 224.00 (6)
Total amount paid on your account	\$ 21750.00 (3)		

1. Meaning of Terms; Parties. As used herein, except where the context clearly requires a different meaning, the words you and your mean the Buyer identified above, and if there is more than one Buyer, they mean each of the Buyers and also all of them, jointly and severally; Seller means the Seller identified above; STMS means the SouthTrust Mobile Services Division of SouthTrust Bank, National Association or its successors and assigns; and us mean the Seller and also any party, such as STMS, to whom this Note may be assigned; Manufactured Home means the manufactured home described in Paragraph 5 of this Note; Homesite means the Buyer's residence address described above upon which the Manufactured Home will be placed; and this Note is an Installment Note, Security Agreement and Disclosure Statement. This Note evidences the obligation of Buyer arising out of a credit sale of the Manufactured Home to Buyer by Seller.

2. Payment Schedule. You promise to pay to us the principal sum of TWENTY TWO THOUSAND FOUR HUNDRED NINETY FIVE & 00/100 Dollars (\$ 22,495.00), together with interest thereon at the rate of 11.99 % per annum

☐ from the date hereof
☒ from 8 MARCH 02, 2002

until this Note is paid in full, in 240 monthly payments of \$ 247.49 each. The first payment is due on APRIL 01, 2002, and another payment is due on the same day of each month hereafter until the principal sum and the interest thereon are paid in full.

3. Payment by Check. If you pay us by check, the payment will be provisionally credited until your check is finally paid. If your check is not paid on first presentation to your bank, we may reverse the provisional credit as of the date it was entered, and you agree to pay to us a bad check charge of not more than \$20.00 or such lesser amount as may be permitted by applicable law.

4. Late Charge; Interest After Maturity. If any payment is more than 10 days late, you agree to pay a Late Charge equal to 5% of the amount of each payment which is late, but not less than \$5.00 or more than \$12.50. You agree that we may increase the amount of the late charge from time to time as permitted by S.C. Code Ann. § 37-3-203 and in compliance with any other applicable laws. We will not collect more than one Late Charge on each payment which is late, and we will not collect a Late Charge on the final payment if we collect interest after maturity. You agree to pay interest on the unpaid balance of this Note after final maturity, whether by acceleration or otherwise, at the rate set forth in Paragraph 2 hereof.

5. Security Interest. To secure the payment and performance of all of your obligations under this Note, you hereby grant to us a security interest in the property described below, and all accessions at any time thereafter installed in or affixed to that property, (all of the property, and accessions just described and described below are sometimes referred to in this Contract as the "Collateral"):

Page 3 of 11

Description of Collateral	Year	New or Used	Make	Model	Width and Length*	Serial No.	Primary Use of Collateral
Manufactured Home	1996	USED	PIONEER		16 X 80 *may include hitch and overhead	PHL506GA9793	Personal
Equipped with: ☐ furniture ☒ refrigerator ☒ range ☐ dishwasher ☐ clothes washer ☐ clothes dryer ☒ air conditioning ☒ skirting ☐ other:							
Other collateral:							

Our security interest also covers all proceeds of the Collateral, including the proceeds of all insurance on the Collateral, whether or not we are named as loss payee or mortgagee under the policy. You hereby assign to us all rebates of unearned premiums on all property and casualty insurance you may have on the Collateral at any time. You agree that if you are in default under this Note we may, at our election, cancel any such insurance, receive and endorse in your name any checks or drafts representing premium rebates, and apply such premium rebates as a credit against your obligations under this Note. To the extent that any property which otherwise would be a part of the Collateral constitutes "household goods" as that term is defined in 12 C.F.R. Section 227.12(b), and to the extent that the extension of credit evidenced by this Note was not used to purchase such property, such "household goods" do not constitute any part of the Collateral for this Note.

6. **Waiver of Warranties.** YOU HEREBY WAIVE, AND WE DISCLAIM, ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE COLLATERAL, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You do not by this Note waive (a) the express written warranties, if any, given to you by the manufacturer(s) of the Collateral or any part of the Collateral, or (b) the express warranty given to you by the Seller (including any new home warranty given to you by Seller under the Uniform Code for Manufactured Housing at 15 C. Code Ann. § 40-29-170). If you purchase a service contract on the Collateral or any part of the Collateral on, or within 90 days after, the date you purchase this covered your waiver of implied warranties will not apply to the Collateral covered by the service contract. The duration of any implied warranties may be limited by the terms of the express written warranty or service contract.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, NO NEW HOME WARRANTIES WILL APPLY TO DAMAGES CAUSED BY ANY MOVE OF THE MANUFACTURED HOME FROM ITS INITIAL HOME SITE DURING THE TERM OF THE WARRANTY WITH RESPECT TO DEFECTS OR DAMAGES CAUSED BY THE MOVE.

7. **Default; Entire Balance Due.** You will be in default under this Note and, after we comply with the notice requirement of Paragraph 8 (if applicable) and provide you with any other notices or opportunities to cure as may be required by federal or state law, we can, at our option, require that you pay to us at once the entire unpaid principal balance, all accrued but unpaid interest, and all other charges, if any, then owed under this Note, with or without further notice to or demand upon you: (a) if you fail to make any payment under this Note or under any other agreement you have with us exactly when it is due; or (b) if anything else happens which significantly impairs the Collateral, or the prospects of your payment of this Note, or your performance of your obligations under this Note, or our ability to realize upon the Collateral. You acknowledge and agree that the Collateral may be impaired and the Note may be considered in default upon the occurrence of any one or more of the following events: (i) if you fail to keep the Collateral insured as required in Paragraph 14; (ii) if you break any of the other agreements you have made in this Note or if any warranty or statement you have made in this Note is not true; (iii) if you or any guarantor of this Note dies, or becomes insolvent, or files a petition for relief under any chapter of the Bankruptcy Code; (iv) if a judgment is entered against you or any guarantor of this Note in any court, if a tax lien is filed against you or any guarantor, or if a garnishment, execution, attachment, tax levy, writ of seizure, confiscation of property, or similar process or proceeding is issued or commenced with respect to any of your property or the property of any guarantor; or (v) if a criminal proceeding is commenced against you or any guarantor of this Note. If anything else happens which we reasonably feel endangers any collateral for this Note or impairs your ability to pay, we will consider the Collateral impaired and find that the Note is in default. Time is of the essence of each of your promises and obligations to pay or perform under this Note.

Page 1 of 1

1. **Notice of Right to Cure.** Notwithstanding any provision of this Note to the contrary, if the only default under this Note is your failure to make a required payment within 10 days of its due date, we will not accelerate the maturity of the unpaid balance of this Note, or take possession of or otherwise enforce our security interest in the Collateral, until we have given you 20 days' notice of your right under applicable state law to cure the default. If you cure the default, you will be restored to your rights under this Note as though the default has not occurred. This notice provision will not be applicable if you have voluntarily surrendered possession of the Collateral to us. If you default under this Note more than one time, we reserve our right to accelerate the indebtedness evidenced by this Note and to enforce our security interest in the Collateral without notice or demand (except as required by law).

9. **Collection Costs and Attorneys' Fees.** If you are in default, you agree to pay all costs we incur in collecting this Note, including reasonable attorneys' fees of not more than 15% of the unpaid debt after default. If we refer this Note to an attorney who is not our salaried employee for collection.

10. **Waiver of Demand and Presentment; Waiver of Exemptions.** You agree that you will do everything you have agreed to do under this Note without requiring that we ask you to do it and without requiring that we first present this Note to you. To the extent permitted by law, you hereby waive as to this Note and all your obligations to us hereunder, but solely as regards the Collateral, all exemptions from attachment, execution, levy, sale or other process for the collection of this debt; provided, however, that no consumer protection provision of the South Carolina Consumer Protection Code and no limitation on garnishments under federal or state law is waived hereby.

11. **Change of Mailing Address.** You agree to send us written notification of any change in either our mailing address or your residence address not later than 10 days after the change of address is effective.

12. **Our Rights Are Cumulative; Waivers; Extensions.** You agree that our rights under this Note, under any other agreements we may have with you, and under applicable law are cumulative, and that we will not by any act, delay, omission, or otherwise be deemed to have waived any of our rights or remedies under this Note or under any other agreement or under applicable law unless the waiver is in writing and signed by us. We may accept late payments and partial payments and may delay in enforcing our rights without losing any of our rights. We may take any additional collateral for, or release any Collateral for, or fail to perfect our security interest in any Collateral for, this Note, and we may grant extensions, renewals or indulgences to you, or to any other party obligated to pay this Note, all without releasing or in any way affecting your obligations under this Note. You and any other party obligated to pay this Note hereby waive defenses based on suretyship or impairment of collateral.

13. **Miscellaneous.** This note shall be governed, construed, and enforced in accordance with the laws of the United States (including the Federal Arbitration Act, 9 U.S.C. § 1 et seq.) and to the extent not inconsistent with the laws of the state of South Carolina (including the South Carolina Uniform Arbitration Act (South Carolina Code § 15-48-10 et seq.)), without giving effect to its principles of conflict of laws. If any provision of this Note is unlawful or unenforceable, or if any provision of this Note does not comply with any applicable state or federal laws or regulations, each such provision shall be without force and effect without thereby affecting any other provision hereof. No provision of this Note is intended to require the payment of interest or finance charges in excess of the maximum permitted by law. If any court determines that any interest or finance charge in excess of the maximum permitted by law is provided for in this Note, the provisions of this Paragraph will govern, and you will not be obligated to pay the amount of such interest or finance charge to the extent that it is in excess of the maximum permitted by law. This Note is binding upon you and your heirs, administrators, and assigns. The paragraph headings in this Note are for convenience only; they do not form a part of this Note and do not add to or subtract from the provisions of this Note.

14. **Insurance.** You agree to keep the Collateral insured at all times against loss or damage (including flood insurance, if we require it) in an amount not less than the full insurable value of the Collateral or the unpaid balance owed under this Note, whichever is less, or in such other amount as is required by law, under a policy naming us as mortgagee or loss payee and providing for payment directly to us in the event of loss or damage to the Collateral. YOU MAY CHOOSE THE PERSON THROUGH WHICH PROPERTY DAMAGE INSURANCE IS OBTAINED. YOU HAVE THE OPTION OF PROVIDING SUCH INSURANCE THROUGH AN EXISTING POLICY OR A POLICY INDEPENDENTLY OBTAINED AND PAID FOR BY YOU. If the property insurance disclosure in the disclosure statement on page 1 of this Note indicates that property insurance may be purchased through us, you may, at your election, purchase the

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insurance through us for the cost shown. Whether the insurance is provided by you or through us, you agree to pay all premiums for the insurance when the premiums are due. If you provide the property damage insurance, you agree to deliver the insurance policy to us as additional collateral and to provide us with the receipt showing payment of premiums. If you do not obtain the required property damage insurance or do not pay the premiums, we may do so for you if permitted by law, or, upon not less than 10 days written notice to you for a longer notice period as may be required by applicable law with respect to any type of insurance or the cancellation or other lack of dual interest insurance coverage, we may purchase property damage insurance covering only our interest in the Collateral, all as provided in Paragraph 15, and you agree to reimburse us for all premium payments and all insurance that we purchase as provided therein, to the extent permitted by law. You acknowledge that we are not required and will not be obligated to pay any premiums or purchase any insurance, but that we may do so, or refuse to do so, in our sole discretion. UNLESS CHECKED HERE ☐ LIABILITY IN ANY COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN ANY INSURANCE YOU PURCHASE THROUGH US.

15. Your Failure to Maintain Insurance: If you fail to keep in force the property damage insurance required by this Note, we may purchase the insurance if permitted by law, or, upon not less than 10 days written notice to you (or such longer notice period as may be required by applicable law with respect to any type of insurance cancellation or other lack of dual interest insurance coverage, we may purchase property damage insurance covering only our interest in the Collateral. In determining the amount of insurance to purchase, we may, at our election, rely upon average values of manufactured homes of the same make and model as the Manufactured Home. If we purchase property damage insurance or pay the premiums, we will notify you of the amount of the premium, and you agree to pay us the amount of the premium within 10 days. If you do not pay us the amount, we may, at our election, permit you to pay such amount, with interest, in monthly installments not exceeding the term of the insurance policy purchased. You agree to pay interest on the amount we are due for the insurance at the interest rate set forth in Paragraph 2 of this Note, or the maximum rate allowed by law, whichever is less, and to pay such amount plus interest in equal monthly installments, along with and to the other payments shown in the payment schedule in Paragraph 2, over the remaining term of the policy purchased, except that the unpaid balance of that amount, with interest, shall be due and payable at the maturity of this Note, whether as originally scheduled or upon acceleration after default. You agree that any amounts paid by us, and the interest thereon, will be secured by our security interest in the Collateral. Insurance required by this Note which we purchase due to your failure to do so may be discontinued at our sole discretion. We may, at any time, in our sole discretion and without notice to you, elect not to purchase any insurance, and elect not to renew any insurance previously purchased by us. In any event, we will not purchase any insurance on your behalf, and we will not renew on your behalf any insurance previously purchased by us. If the remaining term of this Note is twelve months or less or if the outstanding balance of this Note is \$1,000 or less. If we purchase insurance, including insurance insuring only our interest in the Collateral (this insurance is called "single interest insurance"), we will be acting solely on our own behalf and neither we nor the insurance agent will be acting as your broker. We may purchase the insurance through an insurer affiliated with us through common ownership or otherwise. If permitted by law, the agency which places the insurance may receive a commission on the purchase of insurance. Single interest insurance does not provide coverage for your interest in the Collateral and it may pay certain claims only if we have repossessed the Collateral after you default. Single interest insurance is often more expensive than a policy purchased by the owner of the insured property. IF A SINGLE INTEREST INSURANCE POLICY IS ISSUED, IT WILL NOT PROVIDE PROTECTION AGAINST LIABILITY FOR BODILY INJURY OR DAMAGE TO PROPERTY OF OTHERS.

IT IS A VIOLATION OF THE LAW OF SOUTH CAROLINA FOR THE SELLER OF A MOBILE HOME OR ANY PERSON LENDING MONEY ON THE SECURITY THEREOF TO REQUIRE OR TO ATTEMPT TO REQUIRE THAT HAZARD INSURANCE BE PURCHASED FROM ANY PARTICULAR INSURER OR AGENT. ANY VIOLATION OF THIS LAW SHOULD BE REPORTED TO THE OFFICE OF THE SOUTH CAROLINA DEPARTMENT OF INSURANCE WITH INSTRUCTION TO REPORT ANY VIOLATION OR ATTEMPTED VIOLATION AT 1612 MARION STREET, COLUMBIA, SOUTH CAROLINA 29201.

NO POLICY OF HAZARD INSURANCE ISSUED OR DELIVERED TO COVER A MOBILE HOME FACTORY SITUATE IN SOUTH CAROLINA MAY BE WRITTEN TO PROVIDE FOR A POLICY IN EXCESS OF THIRTY YEARS.

EVERY SUCH POLICY, AND THE MANUAL OF RULES AND RATES OF EVERY INSURER ISSUING SUCH POLICIES IN THIS STATE, SHALL PROVIDE THAT ALL PREMIUMS HELD BY THE INSURER IN RESPECT TO THAT PART OF THE POLICY TERM SUBSEQUENT TO THE ANNIVERSARY DATE OF THE THEN CURRENT POLICY YEAR ARE CONSIDERED UNEARNED AND MUST BE REFUNDED IN FULL IF THE POLICY IS CANCELED, WITHOUT RESPECT TO WHETHER CANCELLATION EFFECTED BY THE INSURED OR INSURER.

IN THE EVENT OF CANCELLATION DURING THE FIRST YEAR OF POLICY TERM, THE INSURER MUST REFUND THE PREMIUM FOR THAT PORTION OF THE POLICY TERM ON A PRO RATA BASIS IF CANCELLATION IS EFFECTED BY THE INSURER OR ON THE SHORT RATE BASIS IF CANCELLATION IS EFFECTED BY THE INSURED. IN THE EVENT OF CANCELLATION DURING THE SECOND YEAR OF THE POLICY TERM, REFUND OF THAT PORTION OF THE UNEARNED PREMIUM ATTRIBUTABLE TO THE SECOND YEAR MUST BE ON A PRO RATA BASIS IF CANCELLATION IS EFFECTED BY THE INSURER OR ON THE SHORT RATE BASIS IF CANCELLATION IS EFFECTED BY THE INSURED, SUBJECT, HOWEVER, TO THE PROVISION THAT THE PORTION OF THE UNEARNED PREMIUM ATTRIBUTABLE TO THE THIRD YEAR IS CONSIDERED ENTIRELY UNEARNED AND MUST BE RETURNED IN FULL REGARDLESS OF THE PARTY RESPONSIBLE FOR CANCELLATION. IN THE EVENT OF CANCELLATION DURING THE THIRD YEAR OF THE POLICY TERM, REFUND OF THAT PORTION OF THE UNEARNED PREMIUM ATTRIBUTABLE TO THE THIRD YEAR MUST BE ON A PRO RATA BASIS IF CANCELLATION EFFECTED BY THE INSURED.

UPON THE CANCELLATION OF ANY SUCH POLICY, WITHOUT RESPECT TO THE PARTY EFFECTING THE CANCELLATION, ANY UNEARNED PREMIUM MUST BE RETURNED TO THE INSURED OR TO THE MORTGAGEE. IF RETURNED TO THE MORTGAGEE, THE UNEARNED PREMIUM MUST BE APPLIED TO ANY PAYMENT THEN DUE OR TO THE NEXT PAYMENT OF PAYMENTS TO BECOME DUE. NO AGREEMENT MAY BE MADE REQUIRING OR PERMITTING THE MORTGAGEE TO APPLY THE RETURNED PREMIUMS TO THE FINAL PAYMENT OF PAYMENTS ON THE INDEBTEDNESS.

16. Cancellation of Insurance After Default. You agree that if you are in default under this Note, we are authorized to cancel any insurance coverage on the Collateral, to receive and give receipt for any returned premium on such insurance, to endorse in your name any check or draft for those returned premiums, and to apply those returned premiums as a credit against your obligations under this Note.

17. Loss or Damage to Collateral. You agree that you will bear at all times the risk of loss or damage to the Collateral, including loss by theft or destruction. You will still be obligated to pay and perform all of your obligations under this Note despite any such loss or damage. In the event any part of the Collateral is lost or damaged, you agree to send to us written notice of such loss or damage, and of the extent thereof, not later than 10 days after it occurs. We may, at our election, use the insurance proceeds paid as a result of any loss or damage to the Collateral to repair or replace the Collateral or we may apply such proceeds as a credit against your obligations under this Note. You hereby appoint us as your attorney-in-fact to file claims under any policy of insurance covering the Collateral (but we will not be obligated to file any such claim) and to endorse in your name any check or draft representing proceeds of any insurance on the Collateral. In the event of a dispute with any insurer regarding coverage or the amount to be paid on account of any loss or damage, we may bring an action or join in any action against the insurance carrier at our election. If we elect not to bring or join in any such action and you elect to pursue any claim or action against the insurance company, you agree to do so solely at your expense, and you waive any right to require us to join in the claim or action and any right to charge us with any part of the expenses of the claim or action even if we benefit from it.

18. Location, Transfer, and Repair of Collateral. You agree not to move the Manufactured Home without first obtaining our advance written consent. You agree to notify us of any change in the location where any of the other Collateral is kept not later than 10 days after such change of location occurs. You agree not to give, sell, lease, rent or transfer the Collateral to any other person or entity or permit the Collateral to remain in the possession of any

other person or entity for a period of 10 days or more without our advance written consent. You agree not to grant a security interest in the Collateral to any other person or entity. You agree to keep the Collateral in good order and repair, and not to abuse, waste or destroy the Collateral.

19. Use of Collateral. You warrant to us that your primary intended use of the Collateral is shown in Paragraph 5 of this Note. You agree not to use the Collateral in violation of any statute or ordinance or of any insurance covering the Collateral. You agree to comply with the terms of any lease or agreement covering the premises where the Collateral is kept or stored, and to pay when due all charges for the lease of those premises or for the storage of the Collateral. If you fail to pay any such rent or storage charges when due, we may pay those charges (but we will not be obligated to pay any such charge), and you agree to reimburse us the amount of those charges upon our request. Such charges will bear interest at the rate set forth in Paragraph 2 hereof. That any such charge paid by us and the interest thereon will be secured by our security interest in the Collateral.

20. Discharge of Liens on Collateral. You agree to pay when due all taxes, assessments, charges, liens and encumbrances at any time levied or placed on the Collateral. If you fail to pay any such charge promptly when due, we may pay such charge (but we will not be obligated to pay any such charge), and you agree to reimburse us the amount of those charges upon our request. Such charges will bear interest at the rate set forth in Paragraph 2 hereof. You agree that any such charges paid by us, and the interest thereon, will be secured by our security interest in the Collateral.

21. Removal of Non-collateral Personal Property. If you are in default under this Note, and after we comply with the notice requirement of Paragraph 8 (if applicable), you agree immediately to remove from the Manufactured Home all of your personal property which is not part of the Collateral. If you fail to remove your personal property from the Manufactured Home and we repossess the Manufactured Home and your personal property which is on it, you will not hold us responsible in any way for taking your personal property, and we may hold your personal property until you come to claim it. We will not be obligated to hold such property for you or to pay you or to compensate you for it in any way unless you notify us of your claim that we have taken your personal property which is not a part of the Collateral and furnish a list of the property taken within 48 hours after we take possession of the property. Our obligation to compensate you in any event will be limited to the fair rental value of the non-Collateral personal property while it was in our possession. You agree to pay any reasonable costs we incur in storing your personal property after we take possession of it. Such charges will be secured by our security interest in the Collateral.

22. Entry of Premises Where Collateral Located. You hereby grant to us and our agents an irrevocable license, coupled with our interest in the Collateral, to come upon any premises where the Collateral is located during daylight or at night and whether the premises are fenced or posted, to inspect the Collateral and, if you are in default under this Note, to repossess the Collateral after we comply with the notice requirement of Paragraph 8 (if applicable). You agree that our entry upon such premises or the Collateral for these purposes will not be a trespass and that our repossession of the Collateral after default will not be a trespass to, or a conversion of, the Collateral. If we should repossess the Collateral or any part of it when you are not in default, your liability to you will be limited solely to the fair rental value of such Collateral while it was in our possession.

23. Repossession and Sale of Collateral. If you are in default under this Note, and after we comply with the notice requirement of Paragraph 8 (if applicable), we have the right to repossess the Collateral and to sell, lease or otherwise dispose of it in a commercially reasonable manner at a public or private proceeding. After subtracting from the proceeds of the sale or other disposition of the Collateral the costs (including attorneys' fees as provided in Paragraph 9) incurred by us in repossessing the Collateral, repairing it, storing it for sale, advertising the sale, and conducting the sale, we will apply the balance of the proceeds of the sale or other disposition of the collateral as a credit against the amount you owe us under this Note. Any amount by which the proceeds of the Collateral exceeds the amount you owe us under this Note and under any other agreement you have with us which is secured by the Collateral will be paid to you or to the person then entitled to receive such amount by applicable law or agreement. You will remain obligated to us for any deficiency between the balance of the proceeds of the Collateral and the amount you owe us under this Note. You will be entitled to recover the Collateral at any time before we sell it or otherwise dispose of it by paying to us the full amount you owe us under this Note and any other amount we have with you which is secured by the Collateral and which is in default, plus all expenses, including

reasonable attorneys' fees to the extent permitted by law, we have incurred in repossessing the collateral, preparing it for sale, storing it, and preparing for the sale.

24. **Notice of Foreclosure Sale.** To the extent that we are required to give you notice of any sale or other disposition of the Collateral after default you agree that the requirement of reasonable notice will be met or deliver the notice to you at your address shown on this Note or such other address as you may have furnished us in writing for that purpose, not later than 10 days before the time of such sale or other disposition of the Collateral. If you move and fail to furnish us written notice of your address change, then you assume responsibility for ensuring that any notice sent to your address shown on this Note is forwarded to your new address.

25. **Continued Perfection of Security Interest.** You will furnish to us such additional information and execute and deliver to us such financing statements, title documents, and other papers, and will do all other acts and things which we may from time to time reasonably request, in order to perfect and continue perfected security interest in the Collateral, and to continue our security interest as a first lien on the Collateral. You agree that we may record or file a carbon, photostatic or other copy of this Note as a financing statement in any public office we deem necessary or appropriate, and such copy shall have the same effect as if the original signed copy thereof had been recorded or filed.

26. **Assignment of Note to STMS.** You acknowledge and understand that Seller intends to assign this Note to STMS, P.O. Box 2466, 112 North 20th Street, Birmingham, Alabama 35201-2466. You acknowledge that Seller and STMS are separate and wholly independent entities, that Seller is not an agent or representative of STMS for any purpose, that STMS has no right of control over Seller, and that Seller has no right or authority to represent, warrant, speak for, or bind STMS in any way. You acknowledge that you have not relied on any such representation, warranty, or statement in entering into this Note, and you agree that if STMS approves our credit and accepts the assignment, after you receive notice of the assignment you will make your payments under this Note directly to STMS.

27. **Consent to Disclosure.** From time to time, we may become aware of goods or services which may be of interest to you as the owner of the Manufactured Home. You hereby consent that we may furnish our name, address, type of mobile home, and status of property insurance to providers of such goods and services. If those providers should contact you, they will not be acting on our behalf, and you will have absolutely no obligation to purchase anything from them.

28. **Arbitration Agreement and Jury Trial Waiver.** Any controversy or claim arising out of or in any way related to this Note, or any default hereunder, or the purchase, sale, delivery, set-up, quality, or financing of the Manufactured Home or any related furniture, appliance, or other property, product or service, whether based on contract, an alleged tort, or other legal theory, shall be resolved by BINDING ARBITRATION administered by the American Arbitration Association ("AAA") under its Commercial Financial Disputes Arbitration Rules. The arbitration shall be conducted in the town or city of the Seller's address shown on page 1 of this Note or in any other location not more than 50 miles from that town or city. Judgment on the arbitration award may be entered in any court having jurisdiction. Any question whether a particular controversy or claim is subject to arbitration shall be decided by arbitrator.

All statutes of limitation which otherwise would apply to an action brought in a court of competent jurisdiction on the controversy or claim will be applicable in the arbitration proceeding. The receipt by the AAA of a written demand for arbitration will be deemed the commencement of an action for such purpose.

Nothing in this Paragraph 28, and no exercise of any right of arbitration hereunder, shall limit the right of you or us (a) to foreclose against any real or personal property collateral by the exercise of any power of sale under this Note, or under any deed of trust, mortgage, or other security agreement or instrument, or under applicable law, (b) to exercise self-help remedies such as setoff or repossession, or to obtain provisional or ancillary remedies such as pre-judgment seizure of property, detinue, replevin, or injunctive relief, or to seek or obtain any other equitable relief which does not claim money damages from a court having jurisdiction, whether done before, during, or after the pendency of any arbitration proceeding. The institution and maintenance by you or us of any action for judicial relief, or pursuit of provisional or ancillary remedies, or exercise of self-help remedies shall not constitute a waiver of the right to submit any controversy or claim to arbitration, including any counterclaim in any

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such judicial action, and including those controversies or claims arising from the exercise of any such judicial relief, or pursuit of provisional or ancillary remedies, or exercise of self-help remedies. If a demand for arbitration of any counterclaim is made, the entire controversy or claim shall be submitted to binding arbitration pursuant to this Paragraph.

In any arbitration hereunder, the arbitrator shall decide (by documents only or with a hearing, at the arbitrator's discretion) any pre-hearing motions which are substantially similar to motions to dismiss for failure to state a claim or motions for summary judgment.

The arbitrator may, in his or her discretion, award to the prevailing party, if any, as determined by the arbitrator, all pre- and post-award expenses of the arbitration, including the arbitrator's fees and travel expenses, administrative fees, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and (if allowed by applicable law or agreement) attorneys' fees. Otherwise, the parties shall share equally the arbitrator's fee and travel expenses and administrative fees, and each party shall bear its own expenses.

You, we, and any and all guarantors of this Note hereby WAIVE ALL RIGHT TO TRIAL BY JURY in any claim, action, proceeding or counterclaim by you or us or any guarantors against each other on any matter arising out of or in any way connected with this Note, and/or the relationship of any of the parties and guarantors to one another, including, without limitation, all controversies and claims described in the first sentence of this Paragraph 28, whether the controversy or claim is submitted to arbitration or is tried by a court.

Please read Paragraph 28 and initial here (all signers must initial)

RY
 Buyer Buyer Guarantor Guarantor

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

By signing below you agree to all of the terms and conditions of this Note including, but not limited to, the Arbitration Agreement and Jury Trial Waiver in Paragraph 28, and you acknowledge that you have received a completed copy of this Note. The signatures below are made under seal.

Seller agrees to the terms of the foregoing Note made by Buyer and hereby assigns the foregoing Note to SouthTrust Bank, National Association (SouthTrust Mobile Services Division), and agrees to all terms of the Dealer's Assignment on page 10.

Seller:

SCHULT HOME CENTER

By: [Signature]

By:

X Robert Yons (SEAL) March 2 2002
 Buyer's Signature Date Signed

X (SEAL) 19
 Buyer's Signature Date Signed

X (SEAL) 19
 Payment Guaranteed Date Signed
 (See Guaranty Agreement Below)

X (SEAL) 19
 Payment Guaranteed Date Signed
 (See Guaranty Agreement Below)

GUARANTY AGREEMENT

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Each person signing above the words "Payment Guaranteed" above makes the following agreement with every owner of this Installment Note, Security Agreement and Disclosure Statement (the "Note"), and acknowledges receipt of the separate Notice to Cosigner.

As used in this Guaranty Agreement the words you and your mean each person signing above the words "Payment Guaranteed". In consideration of the credit extended to Buyer and of other value received by you, you guarantee the prompt and unconditional payment and performance of all of the Buyer's obligations under the Note. If there is more than one guarantor, you agree that you are jointly and severally obligated under this Guaranty Agreement. If the Buyer fails to pay any sum under the Note when it is due to be paid, whether at maturity or by acceleration, you agree that you will pay the full amount owed by the Buyer under the Note. You will also pay reasonable attorneys' fees not to exceed 15% of the unpaid debt after default if the holder of the Note refers it to an attorney who is not its salaried employee for collection of the Note or this Guaranty Agreement. You agree that you shall be bound by each term and provision of the Note as if the Note was executed by you to evidence your primary and individual obligation, and you specifically agree to be bound by the arbitration agreement and jury trial waiver contained in Paragraph 28 of the Note. Your obligations under this Guaranty Agreement are absolute and unconditional and will not be affected by any extension, renewal or other change in the time of payment under the Note, or any change in the manner, place or terms of payment under the Note, or the release of, discharge in bankruptcy of, or compromise with the Buyer or any other party obligated to pay sums owed by the Buyer under the Note, or the release of, or failure to perfect any lien or security interest in, any Collateral for the Buyer's obligations under the Note or your obligations under this Guaranty Agreement. The holder of the Note will not be required to exhaust its recourse against the Buyer or any other person or any Collateral for the Buyer's obligations under the Note or your obligations under this Guaranty Agreement before being entitled to receive payment from you under this Guaranty Agreement. You agree that this Guaranty Agreement shall continue in effect or shall be reinstated, as the case may be, if at any time all or any part of any payment previously applied to the Buyer's obligations under the Note must be returned or rescinded for any reason, whether under present or future federal or state law or regulation relating to bankruptcy, insolvency, or other relief of debtors, and whether upon the claim of a preference, fraudulent transfer, prior lien, or other claim of a creditor, debtor-in-possession, trustee in bankruptcy or other representative of creditors of Buyer, or otherwise, or whether by court order, administrative order, or non-judicial settlement and, notwithstanding any termination of this Guaranty Agreement or cancellation of the Note, you shall remain liable for the full amount returned or rescinded and interest thereon as if such amount had never been received by the holder of the Note. You hereby waive demand, presentment, dishonor, notice of dishonor, defenses based on suretyship or impairment of collateral, and notice of acceptance of this Guaranty Agreement by the holder of the Note. If there is more than one Buyer on the Note, "Buyer", as used herein, means each of them and also all of them, jointly and severally. To the extent that we are required to give you notice of any sale or other disposition of the Collateral after default, you agree that the requirement of reasonable notice will be met if we mail or deliver the notice to you at your address shown on the separate Notice to Cosigner, or such other address as you may have furnished us in writing for that purpose, not later than 10 days before the time of such sale or other disposition of the Collateral. If you move and fail to furnish us written notice of your address change, you assume responsibility for ensuring that any notice sent to your address shown on the separate Notice to Cosigner is forwarded to your new address.

DEALER'S ASSIGNMENT

FOR VALUE RECEIVED, the Seller identified on page 1 of the above Installment Note, Security Agreement and Disclosure Statement (the "Note") hereby assigns all of his, her or its right, title and interest in and to the Note, in and to all Collateral which secures the Note or the Guaranty Agreement, and in and to any other agreement which secures payment of the Note, to SouthTrust Bank, National Association (SouthTrust Mortgage Services Division) its successors and assigns (herein called "STMS" or "Assignee"), with full power to take legal proceedings in its name or in the name of Seller with respect thereto. Capitalized terms used in this Assignment which are not otherwise defined shall have the meanings given to them in the Note. Seller represents, warrants and certifies as follows: that Seller has been duly licensed and qualified, if required, and has obtained all permits required under laws of the State of execution of the Note; that the Note arose out of a bona fide sale of the goods described therein; that Seller had title to and full right to sell free and clear of all encumbrances which are part of the Collateral described on the Note; that the Collateral is correctly described on the Note; that references to the security interest reserved in

the Collateral under the Note appears on the bill of sale and, where applicable, the certificate of title for the Collateral; that if the Collateral is subject to a state's title laws, Seller has signed an appropriate application for a certificate of title, and, at the time of signing such application, Seller made a physical inspection of the Manufactured Home described in such application, verified that the vehicle identification number and descriptive data shown on the application are correct, identified the purchaser(s) signing the application, and witnessed such purchaser(s)' signature(s); that all signatures on the Note are genuine and authorized; that the address of the Buyer is correctly stated on the Note; that during any period of transportation to the Homesite, the structural integrity of the Manufactured Home was maintained so that it will be livable and durable; that the installation or erection of the Manufactured Home on the Homesite complied with the manufacturer's requirements for its anchoring, support, stability and maintenance; that Seller has inspected both the Manufactured Home and its components and has determined that the Manufactured Home has sustained no structural damage or other defects resulting from its transportation or installation, and Seller has also tested the performance of its plumbing, mechanical and electrical systems and Seller has found them to be in good working condition and adequate for the Buyer's household use; that neither Seller nor, to the knowledge of Seller, the manufacturer or any other party to any transaction related hereto, has loaned, advanced or paid to or for the benefit of the Buyer any part of the costs incurred in the Buyer's downpayment, and that such downpayment was made; that the Manufactured Home, any options (large appliances, built-in items and equipment), and any specialty items included in the purchase price of the Manufactured Home or to be financed under the Note have been delivered to and properly installed or erected on the Homesite, and that any other work to be accomplished at the Homesite under the Note has been completed; that Seller will perform all of its obligations under any warranty made with respect to the Manufactured Home (including, without limitation, warranties given pursuant to the Uniform Standards Code for Manufactured Housing); that the Buyer was of full legal age and capacity to execute and deliver the Note; and that each Cosigner (as defined in the F.T.C. Credit Practices Rule) was given the separate Notice to Cosigner before signing the Guaranty Agreement or the Note. If there is more than one Buyer on the Note, the foregoing warranties apply to each such Buyer and also to all of them. If any of the foregoing warranties should be breached or untrue, Seller agrees to repurchase the Note from Assignee upon demand and will pay therefor the entire unpaid balance then owing under the Note plus any costs and expenses, including attorneys' fees, incurred by Assignee with respect to the Note and this Dealer's Assignment. Such remedy of Assignee shall be cumulative and not exclusive and shall not affect any other right or remedy Assignee may have against Seller. If so requested by Assignee, Seller agrees to resell the Collateral if it is repossessed by Assignee.

Further, Seller agrees to indemnify Assignee against, and hold Assignee harmless from, all claims and defenses of the Buyer, or any of them, against Seller which any such Buyer asserts against Assignee, whether such claims or defenses arise out of the Note or otherwise, and whether such claims or defenses are asserted in connection with Assignee's attempting to collect or enforce the Note or otherwise. The indemnity agreement hereby made by Seller shall continue in full force and effect notwithstanding the payment or discharge of the Note, if the event that any such claim or defense is asserted by the Buyer or any of them, Seller agrees that it will, upon demand and at the option of Assignee, either repurchase the Note for the then remaining balance due thereon plus all expenses, including attorneys' fees, incurred by Assignee in connection with any such claim or defense, or make the monthly payments on the Note as and when due from Buyer until such claim or defense is determined or resolved in favor of Seller or Assignee and reimburse Assignee for all costs, including attorneys' fees, incurred by Assignee in connection with any such claim or defense.

**SOUTHTRUST BANK
(Manufactured Housing Division)**

**AMENDMENT TO INSTALL NOTE, SECURITY AGREEMENT, AND
DISCLOSURE STATEMENT**

PAYMENT SCHEDULE

THIS AMENDMENT is entered into between SouthTrust Bank (Manufactured Housing Division (STMHD) and _____ (whether one or more, "Buyer") in order to amend the terms of that certain Installment Note, Security Agreement and Disclosure Statement dated _____ 20____ ("Note"), with this Amendment to be effective as of the date set forth below STMHD's signature at the end of this Amendment (Effective Date).

In consideration for STMHD's agreement to finance the manufactured home described in the Note, Buyer hereby agrees with STMHD's that:

1. Paragraph 2 of the Note is hereby amended as follows:

- (a) The scheduled date for the first payment is amended by deleting 04-01 2002 and substituting therefor 05-01 2002.
 (b) The date from which interest will begin to accrue on the principal sum is amended by deleting 03-02 2002 and substituting therefor 04-01 2002.

2. This amendment is a proposed amendment to the Note and will not become effective unless and until STMHD has caused the same to be duly executed on its behalf. If STMHD accepts this proposed amendment, STMHD will promptly notify the buyer that the Note has been so amended. Unless accepted and agreed to by STMHD, this Amendment shall be of no force or effect whatsoever, and the payment dates as originally specified in the Note shall remain in full force and effect.

3. All other terms and conditions of the Note, which are not expressly amended herein, will remain in full force and effect and are hereby ratified and reaffirmed in all respects.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Dated: March 2 2002 Robert Thomas (L.S.)
 Buyer's Signature

Dated: _____ 20____ _____ (L.S.)
 Buyer's Signature

SOUTHTRUST BANK (Manufactured Housing Division)

By: [Signature] Its: Out of Office
 This proposed amendment to the Note is agreed to and accepted to be effective as of the 20 day of March 2002 (Effective Date)

NOTICE TO BUYER:

This proposed amendment will not become effective unless and until it is accepted by STMHD. If STMHD accepts this proposed amendment, Buyer will be promptly notified that the Amendment is in effect and that the payment date under the Note have been changed as set forth above.

IN THE COURT OF COMMON PLEAS

C/A NO.: 2011-CP-03-127

**AFFIDAVIT OF
AMANDA WOLFE**

VB.

Defendants.

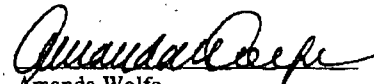
6. That the Defendant Robert Youmans began making payments to 21st Mortgage Corporation on March 9, 2005, for the February 1, 2005 payment and he continued to make payments until December 27, 2010, when a partial payment of \$135.00 was received by 21st Mortgage Corporation.

7. That attached hereto as Exhibit "B" is the Summons and Complaint filed by the Defendants' attorney on January 22, 2003, under civil action number 2003-CP-03-20, against The Housing Group, Inc. d/b/a Schult Home Center of Orangeburg only.

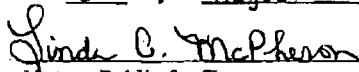
8. That at no time was 21st Mortgage Corporation or SouthTrust Bank made a party to the case filed on January 22, 2003.

9. That currently, this account is due for the August 15, 2010 and subsequent payments in the amount of \$ 3,133.84.

FURTHER THE AFFIANT SAYETH NOT.


Amanda Wolfe

Sworn to and subscribed before me
this 5th day of August, 2011.


Notary Public for Tennessee
My Commission Expires: 12/29/12

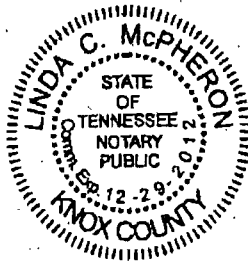


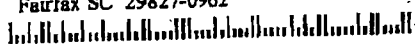
EXHIBIT “A”



SOUTHTRUST MORTGAGE CORPORATION
P.O. Box 532060
Birmingham, AL 35253-2060

February 23, 2005

Robert L Yaumans
P O Box 962
Fairfax SC 29827-0962



Re: SouthTrust Mortgage Corp.
21st Mortgage Corporation

Dear Valued Customer(s):

Effective March 1, 2005, the servicing of your loan - that is, the right to collect payments from you - will be transferred to 21st Mortgage Corporation from SouthTrust Mortgage Corporation. This transfer of servicing is a business transaction and does not change the terms or conditions of your original loan contract other than terms directly related to the servicing of your loan. 21st Mortgage Corporation will be forwarding a letter confirming this transaction.

PAYMENTS/PAYOFF

SouthTrust Mortgage will continue to accept payments up to and including any made by February 28, 2005. 21st Mortgage Corporation will begin accepting your payments after March 1, 2005. You will receive a welcome letter and a new payment coupon from 21st Mortgage Corporation. If you have not received your new payment coupon prior to your first payment due to 21st Mortgage Corporation, make your check payable to 21st Mortgage Corporation and send it with a SouthTrust Mortgage coupon to the following address (Please discard all SouthTrust Mortgage envelopes, as they are specially coded for automatic delivery to SouthTrust):

Payment address:

21st Mortgage Corporation
Attn: Payment Processing
P O Box 148
Memphis, TN 38104-0148

If your payment is currently being drafted from your bank account through our Automated Payment Plan, this service will transfer to 21st Mortgage Corporation. However, you may experience a slight delay with the drafting of your first payment. Thereafter, your payment will return to your regularly scheduled draft date. Should you want to discontinue the draft program, please contact SouthTrust Mortgage before February 28, 2005.

If you use a bill payment service or government allotment, please notify them of the change in loan number and payment address.

Effective March 1, 2005 SouthTrust Bank branches will be unable to accept your loan payment. Please send all payments directly to 21st Mortgage Corporation.

By January 31, 2006, you will be mailed two statements (IRS 1098 form) for interest paid in 2005, one from SouthTrust Mortgage for interest paid prior to transfer of servicing and one from 21st Mortgage Corporation reflecting interest paid after transfer. All payments received after February 28, 2005 will be forwarded to 21st Mortgage Corporation with the transfer of your loan.

GENERAL CORRESPONDENCE AND INQUIRIES

If you have any questions concerning your account prior to March 1, 2005, please contact SouthTrust Mortgage's Customer Service Department at 1-800-239-2322 (7:30 a.m. to 5:30 p.m. CST). On March 1, 2005, and after, please contact 21st Mortgage Corporation at 1-800-955-0021 (8:00 a.m. to 5:00 p.m. EST), Monday through Friday. All correspondence to 21st Mortgage Corporation should be directed to the following address:

21st Mortgage Corporation
P O Box 477
Knoxville, TN 37901

HOMEOWNER'S AND/OR FLOOD INSURANCE

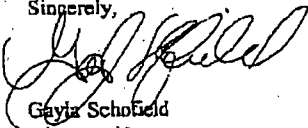
To ensure that 21st Mortgage Corporation receives a copy of renewal notices or any policy changes, please verify that your agent has updated your policy and has the following address for insurance correspondence:

21st Mortgage Corporation
P O Box 477
Knoxville, TN 37901

Please be advised further that this letter constitutes neither demand for payment of the captioned debt nor a notice of personal liability to any recipient hereof who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code.

We appreciate the opportunity to service your loan and are committed to make this transfer as convenient as possible for you. If you have any questions concerning this transfer, please call our Customer Service Department at (800) 239-2322.

Sincerely,



Gayla Schofield
Vice President
SouthTrust Mortgage Corporation

EXHIBIT "B"

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF ALLENDALE)

C/A#: 03-CP-03- 20

ROBERT YOUMANS and TONYA
STONEY,)

Plaintiffs,)

vs.)

**SUMMONS
(JURY TRIAL DEMANDED)**

THE HOUSING GROUP, INC.)
(d/b/a SCHULT HOME CENTER OF)
ORANGEBURG),)

Defendant.)

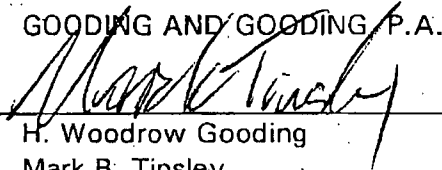
FILED
2003 JUN 22 AM 10:22
CLERK OF COURT
ALLENDALE COUNTY, S.C.

TO THE DEFENDANT ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint upon the subscriber at his office at 264 Barnwell Highway, Allendale, South Carolina, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, Plaintiff will apply to the Court for the relief demanded in the Complaint and judgment by default will be rendered against you for the relief demanded in the Complaint.

GOODING AND GOODING, P.A.

BY:


H. Woodrow Gooding
Mark B. Tinsley
P.O. Box 1000
Allendale, SC 29810
(803) 584-7676

DATED: 6/22/03

ATTORNEYS FOR PLAINTIFF

STATE OF SOUTH CAROLINA)

COUNTY OF ALLENDALE)

ROBERT YOUMANS, and TONYA
STONEY,)

Plaintiffs,)

vs.)

THE HOUSING GROUP, INC.)
(d/b/a SCHULT HOME CENTER OF)
ORANGEBURG),)

Defendant.)

IN THE COURT OF COMMON PLEAS
C/A: 03-CP-03- 20

COMPLAINT
(JURY TRIAL DEMANDED)

FILED 2003
2003 JAN 22 AM 10:22
CLERK OF COURT
ALLENDALE COUNTY, S.C.

Plaintiffs allege as follows:

1. Upon information and belief, Defendant is a corporation organized and existing under the laws of the State of South Carolina, owns property and has an office and agent for transacting its business in Allendale County, South Carolina; and Defendant does in fact transact business and own property in Allendale County, South Carolina. Moreover, venue is proper in Allendale County, South Carolina, in this action pursuant to S.C. Code Ann. § 15-7-10(1).

2. On or about March 2, 2002, Plaintiffs entered into a retail installment contract with Defendant for the purchase of one 1996 Pioneer 16x80 manufactured home with serial number #PH1506GA9793; in conjunction with this purchase, the Defendant agreed and contracted to deliver and set-up the manufactured home free of defects, to properly set it up according to specifications, and to install a central heat and air system in the manufactured home.

3. Defendant breached the above mentioned contract by providing

and delivering a manufactured home that was defective and in failing to properly set-up the home according to specifications, and in failing to install a central heat and air system in the home; these failures to perform constitute breaches of these contract by the Defendant.

4. Plaintiffs have been living in the manufactured home without a central heat and air system since the delivery of the home.

5. As a direct and proximate result and consequence of the aforementioned problems and resulting damage, Plaintiffs have and will be forced to spend substantial sums of money for the installation of a central heat and air system for their residence, loss of use and enjoyment of their home, and depreciation of their residential home.

FOR A FIRST CAUSE OF ACTION

(Negligence, Recklessness, Gross Negligence, Wilful and Wanton Conduct)

6. Plaintiffs reallege and incorporate by reference, as if fully set forth, each and every allegation in the preceding paragraphs.

7. With regard to: the installation and set-up of Plaintiffs' home, subsequent warranty calls to Plaintiffs' residence to have adequate central heat and air system, and set-up or installation requirements, and the recommendations of Defendant to Plaintiffs regarding the proper installation or set-up of their home, Defendant owed duties to Plaintiffs and was negligent, careless, reckless, grossly negligent, wilful and wanton in the performance of these duties in the following particulars:

- a. In selling a manufactured home without a central heat and air system;
- b. In failing to design the home such that it could be installed or set-up without causing damage to it;

BT
12/16

- c. In failing to install a central heat and air system;
 - d. In failing to install a central heat and air system in compliance with the applicable codes and acceptable practices of the industry then and there existing; and
 - e. In negligently advising Plaintiffs that their home would be installed with a central heat and air system;
8. All of these acts or omissions combined and concurred to result in the direct and proximate cause of the damages suffered by Plaintiffs, as described above, and violate the law of the State of South Carolina such that punitive damages may be appropriate.

FOR A SECOND CAUSE OF ACTION
(Breach of Express and Implied Warranties)

9. Plaintiffs reallege and incorporate by reference, as if fully set forth, each and every allegation in the preceding paragraphs.
10. Defendant expressly and impliedly warranted to Plaintiffs that its installation, design and manufacturing would be of the highest quality and in conformance with the generally accepted standards of the industry, and further that the specification of materials and procedures would comply with the generally accepted principals in the industry.
11. Defendant made express warranties to the effect that the home and the installation of the central heat and air system would be free from construction, manufacturing, installation, and other defects.

BT
1.3.16

12. Defendant also expressly and impliedly warranted that the installation would be performed or constructed in a careful, diligent, and workmanlike manner, free of construction, installation or other deficiencies.

13. Defendant breached the aforementioned express and implied warranties in the following particulars:

- a. In selling a manufactured home without a central heat and air system;
- b. In failing to design the home such that it could be installed or set-up without causing damage to it;
- c. In failing to install a central heat and air system;
- d. In failing to install a central heat and air system in compliance with the applicable standards or codes and acceptable practices of the industry then and there existing;
- e. In failing to employ practices and methods of construction or installation conforming to the applicable customary and ordinary standards;
- f. In not installing the central heat and air system in accordance with the it's own instructions or the applicable standards or code;
- g. In failing to properly supervise its employees, agents or subcontractors to assure that all work proceeded in accordance with the its specifications and instructions and in conformity with industry standards;
- h. In accepting defective and/or non-conforming installation and labor;
- i. In providing deficient and/or defective workmanship and/or materials, without proper inspection to assure that the work was correct, and in conformity with customary industry standards and

in accordance with its own specifications and instructions; and

- j. In failing to install the central heat and air system in a workmanlike manner;

14. As a direct, proximate and foreseeable result and consequence of Defendant's above described breaches of its express and implied warranties, Plaintiffs have suffered injuries and damages in the amount equal to extraordinary repair costs, maintenance and reconstruction costs required and to be required to install the central heat and air system in Plaintiffs' residence.

FOR A THIRD CAUSE OF ACTION
(Unfair Trade Practices)

15. Plaintiffs reallege and incorporate by reference, as if fully set forth herein, each and every allegation in the preceding paragraphs.

16. Pursuant to S.C. Code Ann § 39-5-20(a), Defendant willfully engaged in unfair competition and unfair or deceptive acts or practices by above described acts or omissions, said acts and omissions being capable of repetition.

17. Pursuant to S.C. Code Ann § 39-5-140(a), Defendants are liable for damages and reasonable attorney's fees and costs for violation of § 39-5-20.

FOR A FOURTH CAUSE OF ACTION
(Restitution)

18. Plaintiffs realleges and incorporate by reference, as if fully set forth herein, each and every allegation in the preceding paragraphs.

19. Defendants, in law, in contract, and inequity are obligated and bound to

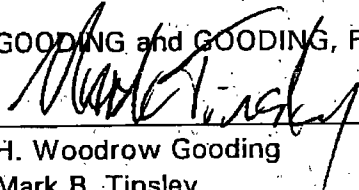
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P.5 of 6

pay Plaintiffs for their above described damages; Plaintiffs by being forced to pay to repair the damage to their residence will confer a nongratuitous benefit on Defendant and it will realize some value from this benefit.

20. Therefore, it would be inequitable for Defendant to retain the benefit without paying Plaintiffs for this value, such that Plaintiffs are entitled to a judgment for their above described damages.

WHEREFORE, the Plaintiffs pray for judgment against the Defendant in a sufficient amount to adequately compensate them for their actual damages, for such punitive damages as a jury may reasonably award, for the costs of this action, and for such other and further relief as this Court may deem just and proper.

GOODING and GOODING, P.A.

By: 

H. Woodrow Gooding
Mark B. Tinsley
P.O. Box 1000
Allendale, SC 29810
(803) 584-7676

DATED: 1/22/03

Attorneys for Plaintiff

1/22/03
P.6 of 6

RUN DATE: 8/29/2012
 RUN TIME: 13:16:02

21ST MORTGAGE
 PAYMENT HISTORY SCREEN

Page: 1
 PPP2003

Payoff Amount 1: \$23,714.37 Payoff Date 1: 08/30/2012 Payoff Amount 2: \$23,608.18 Payoff Date 2: 09/15/2012

Fin Cntrl: AMANDA WOLFE
 Maker Name: YOUNG, ROBERT

Loan Number:
 Pmt: \$266.57 Rate: 11.9903
 Date Next Due:

Tran Date	Received	Principal	Principal Balance	Interest	Escrow	Escrow Balance	Due Date Paid	Overage	Overage Balance	Fees	Fee Balance
1/06/2012	.00	.00	.00	.00	-135.87	141.49	12/31/2012	.00	.00	.00	.00
12/27/2010	.00	.00	.00	.00	.00	277.36	8/15/2010	-135.00	137.96	.00	356.60
12/18/2010	.00	.00	.00	.00	-133.76	277.36	12/31/2010	.00	.00	.00	.00
8/11/2010	.00	1.43	18779.16	.00	.00	411.12	7/15/2010	.00	2.96	.00	356.60
8/11/2010	266.57	59.25	18780.59	188.24	19.08	411.12	7/15/2010	.00	2.96	5.00	356.60
6/11/2010	.00	1.43	18839.84	.00	.00	392.04	6/15/2010	.00	2.96	.00	351.60
6/11/2010	266.57	58.65	18841.27	188.84	19.08	392.04	6/15/2010	.00	2.96	.00	351.60
5/14/2010	.00	1.43	18899.92	.00	.00	372.96	5/15/2010	.00	2.96	.00	351.60
5/14/2010	266.57	58.05	18901.35	189.44	19.08	372.96	5/15/2010	.00	2.96	.00	351.60
4/15/2010	.00	.76	18959.40	.00	.00	353.88	4/15/2010	.00	2.96	.00	351.60
4/15/2010	307.24	57.47	18960.16	190.02	59.75	353.88	4/15/2010	.00	2.96	.00	351.60
3/22/2010	.00	.00	.00	.00	387.00	294.13	2/01/2010	.00	2.96	.00	351.60
3/09/2010	.00	.76	19017.63	.00	.00	681.13	3/15/2010	.00	2.96	.00	351.60
3/09/2010	307.24	56.90	19018.39	190.59	59.75	681.13	3/15/2010	.00	2.96	.00	351.60
2/17/2010	.00	.00	.00	.00	.00	621.38	2/15/2010	307.24	2.96	.00	351.60
2/17/2010	307.24	56.33	19075.29	191.16	59.75	621.38	2/15/2010	.00	2.96	.00	351.60
2/17/2010	.00	.00	.00	.00	.00	621.38	1/15/2010	307.24	2.96	.00	351.60
2/17/2010	307.24	55.78	19131.62	191.71	59.75	621.38	1/15/2010	.00	2.96	5.00	351.60
2/17/2010	.00	.00	.00	.00	.00	621.38	12/15/2009	-612.76	2.96	.00	351.60
2/17/2010	307.24	55.22	19187.40	192.27	59.75	621.38	12/15/2009	.00	2.96	.00	351.60
2/12/2010	.00	.00	.00	.00	13.86	442.13	2/01/2010	.00	4.68	.00	346.60
2/05/2010	.00	.00	.00	.00	-152.48	428.27	12/31/2010	.00	.00	.00	.00
12/24/2009	.00	.00	.00	.00	.00	580.75	12/01/2009	96.15	4.68	.00	346.60
12/24/2009	.00	.00	19242.62	96.15	.00	580.75	12/01/2009	.00	4.68	.00	346.60
12/22/2009	.00	.00	.00	.00	.00	580.75	12/01/2009	-96.45	100.83	.00	346.60
12/14/2009	.00	.00	.00	.00	.00	580.75	11/01/2009	.76	4.38	.00	346.60
12/14/2009	307.24	54.68	19242.62	192.81	59.75	580.75	11/01/2009	.00	4.38	.00	346.60
12/03/2009	.00	.00	.00	.00	.00	521.00	12/01/2009	.00	3.62	20.00	346.60
12/03/2009	-307.24	-54.68	19292.30	-192.81	-59.75	521.00	12/01/2009	.00	3.62	.00	346.60
12/03/2009	.00	-5.00	19297.30	.00	.00	521.00	12/01/2009	.00	3.62	.00	346.60
11/25/2009	.00	5.00	19237.62	.00	.00	580.75	11/01/2009	.00	3.62	.00	326.60
11/25/2009	307.24	54.68	19242.62	192.81	59.75	580.75	11/01/2009	.00	3.62	5.00	326.60
10/16/2009	.00	.00	.00	.00	.00	521.00	10/01/2009	7.24	3.62	.00	321.60
10/16/2009	307.24	54.14	19297.30	193.35	59.75	521.00	10/01/2009	.00	3.62	.00	321.60
9/28/2009	.00	.00	.00	.00	.00	461.25	9/01/2009	307.24	10.86	.00	321.60
9/28/2009	307.24	53.60	19351.44	193.89	59.75	461.25	9/01/2009	.00	10.86	.00	321.60
9/28/2009	.00	.00	.00	.00	.00	461.25	8/01/2009	-99.76	10.86	.00	321.60
9/28/2009	307.24	53.07	19405.04	194.42	59.75	461.25	8/01/2009	.00	10.86	5.00	321.60
9/21/2009	.00	.00	.00	.00	.00	341.75	7/01/2009	7.24	218.34	.00	316.60
9/21/2009	307.24	52.55	19458.11	194.94	59.75	341.75	7/01/2009	.00	218.34	5.00	316.60
9/09/2009	.00	.00	.00	.00	.00	282.00	8/15/2009	5.00	225.58	.00	311.60
9/09/2009	.00	.00	.00	.00	.00	282.00	8/01/2009	.00	225.58	20.00	311.60
9/09/2009	-307.24	-52.55	19510.66	-194.94	-59.75	282.00	8/01/2009	.00	225.58	.00	311.60
9/07/2009	.00	.00	.00	.00	.00	341.75	8/01/2009	-225.00	230.58	.00	291.60

RUN DATE: 8/29/2012
 RUN TIME: 13:16:02

21ST MORTGAGE
 PAYMENT HISTORY-SCREEN

Page: 2
 PPP2003

Payoff Amount 1: \$23,714.37 Payoff Date 1: 08/30/2012 Payoff Amount 2: \$23,808.18 Payoff Date 2: 09/15/2012

Fin Cnslr : AMANDA WOLFE
 Maker Name: YOUNG, ROBERT

Loan Number:
 Pmt: \$266.57 Rate: 11.990%
 Date Next Due:

Tran Date	Received	Principal	Principal Balance	Interest	Escrow	Escrow Balance	Due Date Paid	Overage	Overage Balance	Fees	Fee Balance
8/31/2009	.00	.00	.00	.00	.00	341.75	7/01/2009	-5.00	5.58	.00	291.60
8/31/2009	307.24	52.55	19458.11	194.94	59.75	341.75	7/01/2009	.00	5.58	5.00	291.60
8/24/2009	.00	.00	.00	.00	.00	282.00	6/01/2009	307.24	.58	.00	286.60
8/24/2009	307.24	52.03	19510.66	195.46	59.75	282.00	6/01/2009	.00	.58	5.00	286.60
8/24/2009	.00	.00	.00	.00	.00	282.00	5/01/2009	-7.76	.58	.00	286.60
8/24/2009	307.24	51.51	19562.69	195.98	59.75	282.00	5/01/2009	.00	.58	5.00	286.60
7/20/2009	.00	.00	.00	.00	.00	162.50	5/01/2009	-300.00	300.06	.00	276.60
4/30/2009	.00	.00	.00	.00	.00	162.50	4/01/2009	299.60	.06	.00	276.60
4/30/2009	345.60	51.00	19614.20	196.49	98.11	162.50	4/01/2009	.00	.06	5.00	276.60
4/29/2009	.00	.00	.00	.00	.00	64.39	3/01/2009	-254.40	299.66	.00	271.60
4/29/2009	345.60	50.50	19665.20	196.99	98.11	64.39	3/01/2009	.00	299.66	5.00	271.60
3/23/2009	.00	.00	.00	.00	387.00	-33.72	3/15/2009	.00	45.26	.00	266.60
2/13/2009	.00	.00	.00	.00	.00	353.28	2/01/2009	345.60	45.26	.00	266.60
2/13/2009	345.60	50.00	19715.70	197.49	98.11	353.28	2/01/2009	.00	45.26	.00	266.60
2/13/2009	.00	.00	.00	.00	.00	353.28	1/01/2009	-179.40	45.26	.00	266.60
2/13/2009	345.60	49.50	19765.70	197.99	98.11	353.28	1/01/2009	.00	45.26	.00	266.60
2/02/2009	.00	.00	.00	.00	.00	157.06	2/01/2009	-170.60	211.46	.00	266.60
2/02/2009	.00	.00	.00	.00	.00	157.06	2/01/2009	.00	211.46	20.00	266.60
2/02/2009	-345.60	-49.50	19815.20	-197.99	-98.11	157.06	2/01/2009	.00	211.46	.00	266.60
1/23/2009	.00	.00	.00	.00	.00	255.17	1/01/2009	170.60	40.86	.00	246.60
1/23/2009	345.60	49.50	19765.70	197.99	98.11	255.17	1/01/2009	.00	40.86	.00	246.60
1/09/2009	.00	.00	.00	.00	.00	157.06	1/01/2009	-175.00	211.46	.00	246.60
12/31/2008	.00	.00	.00	.00	.00	157.06	12/01/2008	-4.40	36.46	.00	246.60
12/31/2008	345.60	49.01	19815.20	198.48	98.11	157.06	12/01/2008	.00	36.46	5.00	246.60
12/16/2008	.00	.00	.00	.00	.00	58.95	11/01/2008	45.60	32.06	.00	241.60
12/16/2008	345.60	48.53	19864.21	198.96	98.11	58.95	11/01/2008	.00	32.06	5.00	241.60
11/30/2008	.00	.00	.00	.00	.00	-39.16	10/01/2008	-54.40	77.66	.00	236.60
11/30/2008	345.60	48.05	19912.74	199.44	98.11	-39.16	10/01/2008	.00	77.66	5.00	236.60
11/18/2008	.00	.00	.00	.00	-210.47	-137.27	12/31/2008	.00	.00	.00	.00
9/30/2008	.00	.00	.00	.00	.00	73.20	9/01/2008	170.60	23.26	.00	231.60
9/30/2008	345.60	47.57	19960.79	199.92	98.11	73.20	9/01/2008	.00	23.26	5.00	231.60
9/22/2008	.00	.00	.00	.00	.00	-24.91	9/01/2008	-175.00	193.86	.00	226.60
8/26/2008	.00	.00	.00	.00	.00	-24.91	8/01/2008	170.60	18.86	.00	226.60
8/26/2008	345.60	47.10	20008.36	200.39	98.11	-24.91	8/01/2008	.00	18.86	5.00	226.60
8/19/2008	.00	.00	.00	.00	.00	-123.02	8/01/2008	-175.00	189.46	.00	221.60
7/23/2008	.00	.00	.00	.00	.00	-123.02	7/01/2008	170.60	14.46	.00	221.60
7/23/2008	345.60	46.64	20055.46	200.85	98.11	-123.02	7/01/2008	.00	14.46	5.00	221.60
7/15/2008	.00	.00	.00	.00	.00	-221.13	7/01/2008	-175.00	185.06	.00	216.60
6/30/2008	.00	.00	.00	.00	.00	-221.13	6/01/2008	170.60	10.06	.00	216.60
6/30/2008	345.60	46.18	20102.10	201.31	98.11	-221.13	6/01/2008	.00	10.06	5.00	216.60
6/20/2008	.00	.00	.00	.00	.00	-319.24	6/01/2008	-175.00	180.66	.00	211.60
5/21/2008	.00	.00	.00	.00	.00	-319.24	5/01/2008	170.60	5.66	.00	211.60
5/21/2008	345.60	45.72	20148.28	201.77	98.11	-319.24	5/01/2008	.00	5.66	5.00	211.60
5/14/2008	.00	.00	.00	.00	.00	-417.35	5/01/2008	-175.00	176.26	.00	206.60

RUN DATE: 8/29/2012
RUN TIME: 13:16:02

Z1ST MORTGAGE
PAYMENT HISTORY SCREEN

Page: 3
PPP2003

Payoff Amount 1: \$23,714.37 Payoff Date 1: 08/30/2012 Payoff Amount 2: \$23,808.18 Payoff Date 2: 09/15/2012

Fin Cnslr: AMANDA WOLFE
Maker Name: YOUNG, ROBERT

Loan Number:
Pmt: \$266.57 Rate: 11.9901
Date Next Due:

Tran Date	Received	Principal	Principal Balance	Interest	Escrow	Escrow Balance	Due Date	Overage	Overage Balance	Fees	Fee Balance
4/30/2008	.00	.00	.00	.00	.00	-417.35	4/01/2008	100.60	1.26	.00	206.60
4/30/2008	345.60	45.27	20194.00	202.22	98.11	-417.35	4/01/2008	.00	1.26	5.00	206.60
4/15/2008	.00	.00	.00	.00	.00	-515.46	3/01/2008	-5.00	101.86	.00	201.60
4/15/2008	343.10	44.82	20239.27	202.67	95.61	-515.46	3/01/2008	.00	101.86	5.00	201.60
3/11/2008	.00	.00	.00	.00	394.00	-611.07	3/01/2008	.00	96.86	.00	196.60
2/18/2008	343.10	44.37	20284.09	203.12	95.61	-217.07	2/01/2008	.00	96.86	5.00	196.60
2/13/2008	.00	.00	.00	.00	.00	-312.68	1/01/2008	-5.57	96.86	.00	191.60
2/13/2008	315.43	43.94	20328.46	203.55	67.94	-312.68	1/01/2008	.00	96.86	5.00	191.60
1/25/2008	.00	.00	.00	.00	300.00	-380.62	1/25/2008	.00	.00	.00	.00
12/19/2007	.00	.00	.00	.00	.00	-680.62	12/01/2007	-6.57	91.29	.00	186.60
12/19/2007	315.43	43.50	20372.40	203.99	67.94	-680.62	12/01/2007	.00	91.29	5.00	186.60
12/14/2007	.00	.00	.00	.00	-587.10	-748.56	12/31/2007	.00	.00	.00	.00
11/27/2007	.00	.00	.00	.00	.00	-161.46	11/01/2007	15.43	84.72	.00	181.60
11/27/2007	315.43	43.07	20415.90	204.42	67.94	-161.46	11/01/2007	.00	84.72	5.00	181.60
11/19/2007	.00	.00	.00	.00	.00	-229.40	10/01/2007	-69.14	100.15	.00	176.60
11/19/2007	315.43	42.64	20458.97	204.85	67.94	-229.40	10/01/2007	.00	100.15	5.00	176.60
11/19/2007	315.43	42.22	20501.61	205.27	67.94	-229.40	9/01/2007	.00	100.15	5.00	176.60
8/17/2007	.00	.00	.00	.00	.00	-365.28	8/01/2007	315.43	31.01	.00	166.60
8/17/2007	315.43	41.81	20543.83	205.68	67.94	-365.28	8/01/2007	.00	31.01	5.00	166.60
8/17/2007	.00	.00	.00	.00	.00	-365.28	7/01/2007	315.43	31.01	.00	166.60
8/17/2007	315.43	41.39	20585.64	206.10	67.94	-365.28	7/01/2007	.00	31.01	5.00	166.60
8/17/2007	.00	.00	.00	.00	.00	-365.28	6/01/2007	315.43	31.01	.00	166.60
8/17/2007	315.43	40.98	20627.03	206.51	67.94	-365.28	6/01/2007	.00	31.01	5.00	166.60
8/17/2007	.00	.00	.00	.00	.00	-365.28	5/01/2007	-961.29	31.01	.00	166.60
8/17/2007	315.43	40.58	20668.01	206.91	67.94	-365.28	5/01/2007	.00	31.01	5.00	166.60
4/27/2007	.00	.00	.00	.00	369.00	-637.04	4/01/2007	.00	.00	.00	146.60
4/26/2007	.00	.00	.00	.00	.00	-268.04	4/01/2007	-5.57	.00	.00	146.60
4/26/2007	315.43	40.18	20708.59	207.31	67.94	-268.04	4/01/2007	.00	.00	5.00	146.60
4/17/2007	.00	.00	.00	.00	.00	-335.98	3/01/2007	-1.11	.00	.00	141.60
4/17/2007	284.89	39.78	20748.77	207.71	37.40	-335.98	3/01/2007	.00	.00	5.00	141.60
3/06/2007	.00	.00	.00	.00	.00	-373.38	2/01/2007	244.89	.00	.00	136.60
3/06/2007	284.89	39.38	20788.55	208.11	37.40	-373.38	2/01/2007	.00	.00	5.00	136.60
3/03/2007	.00	.00	.00	.00	335.98	-410.78	1/15/2007	.00	.00	.00	.00
2/27/2007	.00	.00	.00	.00	.00	-74.80	2/28/2007	-250.00	.00	.00	131.60
1/29/2007	.00	.00	.00	.00	.00	-74.80	1/01/2007	-1.11	.00	.00	131.60
1/29/2007	284.89	38.99	20827.93	208.50	37.40	-74.80	1/01/2007	.00	.00	5.00	131.60
11/14/2006	284.89	38.61	20866.92	208.88	37.40	-112.20	12/01/2006	.00	.00	.00	126.60
11/03/2006	.00	.00	.00	.00	.00	-149.60	11/01/2006	-1.11	.00	.00	126.60
11/03/2006	284.89	38.23	20905.53	209.26	37.40	-149.60	11/01/2006	.00	.00	.00	126.60
10/31/2006	284.89	37.85	20943.76	209.64	37.40	-187.00	10/01/2006	.00	.00	5.00	126.60
10/17/2006	284.89	37.47	20981.61	210.02	37.40	-224.40	9/01/2006	.00	.00	5.00	121.60
10/03/2006	284.89	37.10	21019.08	210.39	37.40	-261.80	8/01/2006	.00	.00	5.00	116.60
8/02/2006	.00	.00	.00	.00	.00	-299.20	7/01/2006	-5.00	.00	.00	111.60
8/02/2006	284.89	36.74	21056.18	210.75	37.40	-299.20	7/01/2006	.00	.00	5.00	111.60

RUN DATE: 8/29/2012
RUN TIME: 13:16:02

21ST MORTGAGE
PAYMENT HISTORY SCREEN

Page: 4
PPP2003

Payoff Amount 1: \$23,714.37 Payoff Date 1: 08/30/2012 Payoff Amount 2: \$23,808.18 Payoff Date 2: 09/15/2012

Fin Cnstr: AMANDA WOLFE
Maker Name: YOUNANS, ROBERT

Loan Number:
Pmt: \$266.57 Rate: 11.99%
Date Next Due:

Tran Date	Received	Principal	Principal Balance	Interest	Escrow	Escrow Balance	Due Date Paid	Overage	Overage Balance	Fees	Fee Balance
6/30/2006	.00	.00	.00	.00	.00	-336.60	6/01/2006	261.26	.00	.00	106.60
6/30/2006	284.89	36.37	21092.92	211.12	37.40	-336.60	6/01/2006	.00	.00	5.00	106.60
6/27/2006	.00	.00	.00	.00	.00	-374.00	6/15/2006	-250.00	.00	.00	101.60
6/20/2006	284.89	36.01	21129.29	211.48	37.40	-374.00	5/01/2006	.00	.00	5.00	101.60
6/07/2006	.00	.00	.00	.00	.00	-411.40	6/01/2006	.00	.00	20.00	96.60
6/07/2006	-284.89	-36.01	21160.30	-211.48	-37.40	-411.40	6/01/2006	.00	.00	.00	96.60
6/07/2006	.00	-5.00	21165.30	.00	.00	-411.40	6/01/2006	.00	.00	.00	96.60
5/30/2006	.00	5.00	21124.29	.00	.00	-374.00	5/01/2006	.00	.00	.00	76.60
5/30/2006	284.89	36.01	21129.29	211.48	37.40	-374.00	5/01/2006	.00	.00	5.00	76.60
4/25/2006	.00	5.00	21165.30	.00	.00	-411.40	4/01/2006	.00	.00	.00	71.60
4/25/2006	284.89	35.61	21170.30	211.88	37.40	-411.40	4/01/2006	.00	.00	5.00	71.60
3/28/2006	.00	5.00	21205.91	.00	.00	-448.80	3/01/2006	.00	.00	.00	66.60
3/28/2006	284.89	35.21	21210.91	212.28	37.40	-448.80	3/01/2006	.00	.00	5.00	66.60
3/16/2006	.00	.00	.00	.00	374.00	-486.20	3/01/2006	.00	.00	.00	61.60
2/13/2006	284.89	34.86	21246.12	212.63	37.40	-112.20	2/01/2006	.00	.00	.00	61.60
1/26/2006	.00	.00	.00	.00	.00	-149.60	1/01/2006	284.89	.00	.00	61.60
1/26/2006	284.89	34.51	21280.98	212.98	37.40	-149.60	1/01/2006	.00	.00	5.00	61.60
1/25/2006	.00	.00	.00	.00	.00	-187.00	12/01/2005	-295.11	.00	.00	56.60
1/25/2006	284.89	34.17	21315.49	213.32	37.40	-187.00	12/01/2005	.00	.00	5.00	56.60
1/09/2006	284.89	33.83	21349.66	213.66	37.40	-224.40	11/01/2005	.00	.00	5.00	51.60
11/01/2005	284.89	33.50	21383.49	213.99	37.40	-261.80	10/01/2005	.00	.00	5.00	46.60
9/30/2005	284.89	33.17	21416.99	214.32	37.40	-299.20	9/01/2005	.00	.00	5.00	41.68
8/31/2005	284.89	32.84	21450.16	214.65	37.40	-336.60	8/01/2005	.00	.00	12.37	36.60
8/03/2005	247.49	32.51	21483.00	214.98	.00	-374.00	7/01/2005	.00	.00	.00	24.23
7/04/2005	.00	.00	.00	.00	374.00	-374.00	6/01/2005	.00	.00	.00	24.23
6/30/2005	247.49	32.19	21515.51	215.30	.00	.00	6/01/2005	.00	.00	.00	24.23
6/07/2005	.00	.00	.00	.00	.00	.00	5/01/2005	.49	.00	.00	24.23
6/07/2005	247.49	31.87	21547.70	215.62	.00	.00	5/01/2005	.00	.00	.00	24.23
4/22/2005	.00	.00	.00	.00	.00	.00	4/01/2005	-51	.00	.00	24.23
4/22/2005	247.49	31.56	21579.57	215.93	.00	.00	4/01/2005	.00	.00	.00	24.23
3/25/2005	.00	.00	.00	.00	.00	.00	3/01/2005	-51	.00	.00	24.23
3/25/2005	247.49	31.25	21611.13	216.24	.00	.00	3/01/2005	.00	.00	.00	24.23
3/09/2005	.00	.00	.00	.00	.00	.00	2/01/2005	-51	.00	.00	24.23
3/09/2005	247.49	30.94	21642.38	216.55	.00	.00	2/01/2005	.00	.00	.00	24.23

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM ALLENDALE COUNTY
Court of Common Pleas
Perry M. Buckner, Circuit Court Judge

Case No. 2011-CP-03-127

21st Mortgage Corporation Appellant,

v.

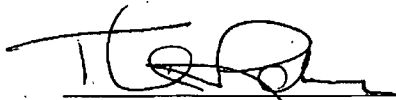
Robert Youmans and Tonya Stoney Respondents.

PROOF OF SERVICE

I hereby certify that I have this 3rd day of February, 2014, served the Record on Appeal by mailing a copy, postage prepaid, in the United States mail, with sufficient postage affixed as follows:

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Gooding and Gooding
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Allendale, SC 29810

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Newberry, SC 29108



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McAngus, Goudelock & Courie, LLC
Post Office Box 12519
Columbia, SC 29211
Attorney for Appellant

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SC Court of Appeals